

**FOR THE SAFETY FOR OUR CITIZENS AND STAFF, THE CITY OF ASHLAND
CONTINUES TO CONDUCT THEIR MEETINGS VIRTUALLY**

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**ASHLAND CITY COUNCIL MEETING
Tuesday, March 30, 2021 – 5:30 PM**

Please silence all cell phones during the meeting

1. CALL TO ORDER

A. Roll Call, Moment of Silence and Pledge of Allegiance

2. APPROVAL OF AGENDA

3. APPROVAL OF MINUTES

A. March 9, 2021 City Council and Committee of the Whole Meeting Minutes

4. CITIZEN PARTICIPATION PERIOD

5. MAYOR'S REPORT

A. Announcements

B. Appointments

6. CONSENT AGENDA

A. Approval to Enter into a Cooperative Service Agreement (CSA) with USDA Animal and Plant Health Inspection Service (APHIS) Wildlife Services (WS) for Canada Goose Management (*Parks & Recreation*)

B. Miscellaneous Meeting Minutes

7. OLD BUSINESS

A. Approve an Ordinance to Amend Chapter 165 (2020-1938) Comprehensive Fee Schedule to Increase the Licensing Fee for a Mobile Food Concession Vendor (*Clerk*) Roll

8. NEW BUSINESS

- A. Public Hearing for Sidewalk Special Assessments Associated with the Waterfront Access Road Street Reconstruction Project (*Public Works*) Roll**
- B. Approve Final Resolution Authorizing Public Improvement and Levying Sidewalk Special Assessments against Benefited Property in the City of Ashland, Ashland County, Wisconsin for the Waterfront Access Road Street Reconstruction Project (*Public Works*) Roll**
- C. Approve Final Resolution Requiring Installation of Sewer Laterals and Providing for Assessment of Cost Under Wisconsin State Statute 66.0911 or Approve a Preliminary Resolution Declaring Intent to Levy Special Assessments under Municipal Police Power Pursuant to Wisconsin State Statute 66.0703 for the Waterfront Access Road Project (*Public Works*) Roll**
- D. Approval to Award Contract to Michaels Corporation for 2021 Sanitary Sewer Collection System Repairs Project (*Public Works*) Roll**
- E. Approve to Waive the Advertisement Requirement Set Forth in Chapter 194.04, Ashland City Ordinances, and Award a Contract for Professional Services to Short Elliot, Hendrickson (SEH) for the 2022 Sanitary Sewer Collection System Repair Project (*Public Works*) Roll**
- F. Approve Contract with Hydro Corp for Cross Connection Services (*Public Works/Utility*) Roll**
- G. Approve Addendum 2 to Framework Agreement for Cooperation and Coordination Concerning Redevelopment Activities by and between Northern States Power Company (NSPW) and the City of Ashland (*Parks & Recreation*) Voice**
- H. Approve a Grant Agreement between the State of Wisconsin Department of Administration (WI DOA) Coastal Management Program and the City of Ashland for the Kreher Park Redevelopment: Public Access Trail Project (*Parks & Recreation*) Roll**
- I. Approve a Resolution to Submit a Community Development Investment (CDI) Grant Application to Support Redevelopment of 509-515 Main Street West (*Planning & Development*) Roll**
- J. Approve a Resolution to Submit a Wisconsin Economic Development Corporation (WEDC) Idle Sites Redevelopment Program Grant Application to Support Construction of Infrastructure for Redevelopment of the City-Owned Timeless Timber Site (*Planning & Development*) Roll**
- K. Approve Resolution in Support of a Strong State and Local Partnership (*Mayor*) Roll**
- L. Approve Ordinance to Amend Chapter 5 (2020-1937) Ashland City Ordinances, Municipal Board of Absentee Canvassers (*Clerk*) Roll**

9. ADJOURNMENT

The City of Ashland does not discriminate on the basis of sex, race, creed, color, national origin, sexual orientation, age or disability in employment or provision of services, programs or activities.

NOTE: Upon reasonable notice, the City of Ashland will accommodate the needs of disabled individuals or individuals with limited English proficiency through auxiliary aids or services. For additional information or to request this service, contact Denise Oliphant at 715-682-7071 (not a TDD telephone number) or FAX: 715-682-7048

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ASHLAND CITY COUNCIL MEETING MINUTES

Tuesday, March 9, 2021 – 5:30 PM

Ashland City Hall Council Chambers

Please silence all cell phones during the meeting

1. CALL TO ORDER

The Tuesday, March 9, 2021 Ashland City Council meeting was called to order by Mayor Debra Lewis, virtually via GoTo Meetings at 5:30 p.m.

A. Roll Call, Moment of Silence and Pledge of Allegiance

Roll call was taken, a Moment of Silence was held, and the Pledge of Allegiance was recited.

PRESENT: Holly George, Matthew MacKenzie, Sarah Jackson, Ana Tochtermann, Kate Ullman, Wahsayah Whitebird, Kevin Haas, Charlie Ortman, Liz Franek, Dick Pufall, and Jackie Moore

ABSENT: None

ALSO PRESENT: Mayor Deb Lewis, City Administrator Brant Kucera, City Clerk Denise Oliphant, City Attorney Tyler Wickman, Public Works Director John Butler, Finance Director Julie Vaillancourt, Interim Fire Chief Stuart Matthias, Parks Director Sara Hudson, Planning Director Megan McBride, Police Chief Bill Hagstrom, and other concerned citizens.

2. APPROVAL OF AGENDA

Pufall moved, seconded by Haas approve the Agenda. The motion passed unanimously by voice vote.

3. APPROVAL OF MINUTES

A. February 9, 2021 City Council and Committee of the Whole Meeting Minutes

B. February 23, 2021 City Council and Committee of the Whole Meeting Minutes

Pufall moved, seconded by Ortman to approve the minutes. The motion carried unanimously by voice vote.

4. CITIZEN PARTICIPATION PERIOD

The Clerk read the Rules for Citizen Participation, and the following offered their comments to the Council:

Sarah Szymaniak, 500 St. Claire Street, spoke in favor of Agenda item 7G regarding the interim policy regarding replacing sewer laterals during construction projects.

Jeanne Olbekson, 808 1/2 Chapple Avenue, felt the City should re-examine the ordinance affecting homeless camping and their need for these options.

Eric Lindell, 304 1/2 West Main, offered an alternative to Council for the developers wishing to acquire property at the Timeless Timber site, asking for the developers to agree to contribute to the improvements needed in that immediate area in lieu of payment for the property.

5. MAYOR'S REPORT

A. Announcements

The Mayor announced that effective immediately, the Winter Parking Rules have been lifted for City residents, pending future heavy snowfall. The main doors are being refinished by public works employees. She is looking forward to a more normal upcoming summer activities with regards to COVID restrictions. Although Wisconsin statistics show Ashland County as third in the state for COVID vaccinations, Lewis encourages everyone to continue safe COVID practices. The Homeless Task Force will be holding their next meeting on Wednesday, March 10, 2021, and Lewis shared the goals that the group has set. Governor Evers had announced his most recent budget proposals and asked for Council's assistance in lobbying efforts.

B. Appointments

The Mayor respectfully requested Council approval of the following appointments:
Beautification Council: Beth Allison-Straus, replacing Penny Rutnya, and term expires on February 15, 2024. Parks and Recreation Committee: Kelly Westlund, replacing Nancy Sztynodor, and term expires on April 30, 2022. Tochtermann moved, seconded by Haas to approve. The motion passed unanimously by voice vote.

6. CONSENT AGENDA

A. Approve the Parks and Recreation Department to Submit a USTA Midwest Tennis Support Grant Application (*Parks and Recreation*)

B. Approve to the Proposed Proclamation to Celebrate Arbor Day, and Submit a Tree City USA Application for the City of Ashland (*Parks and Recreation*)

C. Miscellaneous Meeting Minutes

Haas moved, seconded by Moore to approve. The motion passed unanimously by voice vote.

7. NEW BUSINESS

A. Approve to Enter into a Memorandum of Understanding (MOU) with the Mary Griggs Burke Center for Fresh Water Innovation (*Parks and Recreation*) Voice

Ortman moved, seconded by Whitebird to approve. The motion passed unanimously by voice vote.

B. Approve to Allow Ashland Little League to Construct a Bull Pen at Martino Field in Central Railyard Park in Memorial of Pat Onderak (*Parks and Recreation*) Voice

Franek moved, seconded by Jackson to approve. The motion passed unanimously by voice vote.

C. Approve to Adopt the Amended Housing Strategic Plan (*Planning*) Voice

Haas moved, seconded by Jackson to approve. The motion passed unanimously by voice vote.

D. Approve Memorandum of Understanding (MOU) with Xcel Energy for Participation in the Partners in Energy Program (*Planning*) Voice

Haas moved, seconded by Moore to approve. The motion passed unanimously by voice vote.

E. Approve to Waive the Provisions of Chapter 194.04, Ashland City Ordinances and Approve the Audit Contract with Baker Tilly US, LLP Including Preparation of the Annual PSC Report for the Water Utility (*Finance*) Roll

Moore moved, seconded by Franek to approve. The motion passed unanimously by roll call vote.

F. Approve to Award the Contract for the 2021 Crushed Aggregate Purchase to Mika Construction (*Public Works*) Roll

Haas moved, seconded by Jackson to approve the contract with Mika Construction for \$44,600. The motion passed unanimously by roll call vote.

G. Approve the Interim Policy for Level of Service Provided to Private Sewer Laterals During Capital Construction Projects (*Public Works*) Voice

Ortman moved, seconded by MacKenzie to approve. The motion passed 9-2 by roll call vote; opposed were Franek and Pufall.

8. ADJOURNMENT

Haas moved, seconded by Pufall to adjourn. The motion carried unanimously by voice vote.

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COMMITTEE OF THE WHOLE MEETING MINUTES

The Common Council of the City of Ashland will meet as the Committee of the Whole on **March 9, 2021** immediately following the City Council meeting which begins at **5:30 PM** in the Ashland City Hall Council Chambers.

The following items will be considered:

1. Roll Call

The Tuesday, March 9, 2021 City of Ashland Committee of the Whole Meeting was called to order by Council President Kevin Haas at 6:35 pm via GoTo Meetings.

PRESENT: Holly George, Matthew MacKenzie, Sarah Jackson, Ana Tochtermann, Kate Ullman, Wahsayah Whitebird, Kevin Haas, Charlie Ortman, Liz Franek, Dick Pufall, and Jackie Moore

ABSENT: None

ALSO PRESENT: Mayor Deb Lewis, City Administrator Brant Kucera, City Clerk Denise Oliphant, Planning Director Megan McBride, Police Chief Bill Hagstrom, and other concerned citizens.

2. Council President's Report

Council President Haas repeated Mayor Lewis' comment, urging all to continue with COVID-safe practices.

3. Administrator's Report

City Administrator Brant Kucera announced he had received interest from two parties in response to the Strategic Planning Consultant RFP. He also offered an update regarding COVID cases and infection rates in the area.

4. Approval of Agenda

Whitebird moved, seconded by Moore to approve the agenda. The motion carried unanimously by voice vote.

5. Discussion Items

A. Discussion and Possible Action Regarding Amending Chapter 889 Transient Merchants, Solicitation in Residential Neighborhoods, and Mobile Concession

Street Vendors, Ashland City Ordinances, as Relates to Mobile Concession Vendors *(Council President)*

Planning Director Megan McBride offered a presentation showing the benefits of allowing mobile food concession vendors into a community. After much discussion, MacKenzie moved, seconded by George, to maintain the 300-foot distance limit placed on mobile food concession vendors that is already in place within Chapter 889, and asked staff to bring back to Council recommendations for increasing and updating the fees associated with mobile food concession vendor licenses. The motion carried unanimously by voice vote.

B. Continued Discussion and Possible Action Regarding Creating a System for Collection and Analysis of Data Related to the Ashland Police Department *(Administration)*

Police Chief Bill Hagstrom asked Council for direction on data gathering, including which statistics were wanted and a time frame to research. After much discussion, there was no action taken.

C. Discussion and Possible Action Regarding Creating an Ad-Hoc Commission to Research Redistricting in Response to the 2020 Census *(Mayor)*

After an introduction by Mayor Lewis, Council were asked their thoughts regarding moving forward with reducing the number of members on the City Council. Lewis proposed for Council to offer recommendations of members for a potential research group.

6. Adjournment

Pufall moved, seconded by Moore to adjourn. The motion carried unanimously by voice vote.

Respectfully Submitted,

Denise Oliphant,
City Clerk

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SUBJECT: Appointments**RECOMMENDATION:** Approval**DEPARTMENT OF ORIGIN:** Mayor**CLEARANCES:** Mayor**EXHIBITS:** 1. Volunteer Forms with Redactions**EXPENDITURES REQUIRED:** N/A**AMOUNT BUDGETED:** N/A**APPROPRIATION REQUIRED:** N/A**TREASURER'S CERTIFICATE:****COMPLIANCE WITH ORDINANCE 51:****STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:** N/A**SUMMARY STATEMENT:**

The Mayor is respectfully requesting approval of the following appointments:

Historic Preservation Committee

Elizabeth Madsen-Genzler, re-appointment, term expires 4/01/24

Magge Ericson, re-appointment, term expires 4/01/24

Find yourself next to the water.

ASHLAND

City of Ashland, Wisconsin

601 Main Street West — Ashland, WI 54806 — www.coawl.org

OFFER TO VOLUNTEER FORM

I would like to be considered a nominee for the following committee or committees:

Historic Preservation Committee or Housing Committee

Write a brief statement of education and training:

B.A. University of MN - English major

Biography: (Need a sense of who you are as an individual. For example, general background, work history, life experiences, volunteer activities, special interests, special skills, hobbies, personality, people skills, etc.)

I have lived and worked in Ashland since 1979. My work experience includes Dexter Library at Northland College, Advancement office at Northland College, and the Vaughn Public Library. I am interested in the local arts community and have many years of experience as a grant writer.

Individual references/referred by (please include phone #):

Julie Waggoner -

(work)

Kate Siegler -

(home)

Contact information:

Elizabeth Madsen-Gensler

Name (Please print)

Phone #

525 7th St. W

Address

Email

7/10/2019

Date

Margaret C. Ericson

615 Prentice Ave S Fifield Row
Ashland, WI 54806

Cell: _____

Home: _____

Education:

University of Denver, University College, Denver, Colorado

Masters of Applied Science

Environmental Policy and Management,

Thesis: An Analysis of the Fragmentation of Hydrology and Habitat of the
Forested Wetlands of the Halpata Tastanaki Preserve with A Remediation and
Restoration Plan of Connectivity

Eckerd College, St Petersburg, Florida

Bachelor of Arts with Distinction, Organizational and Environmental Studies

University of Minnesota, Minneapolis, Minnesota

Associate of Arts, Recreation Administration

Experience:

Program Manager

City of Crystal River, Kings Bay Waterfronts Florida Partnership

Crystal River, Florida

Responsibilities included working with an appointed board to achieve the mission of the Waterfronts Florida Program which was to sustain the traditional waterfront economy and activities. Developed with Waterfronts Board two community wide surveys and visioning programs; assisted in completion with the University of Florida Law Center and Waterfronts Board a model historic preservation ordinance for the comprehensive plan revision; wrote Florida Coastal Management grant application that was awarded for development and construction of adaptive kayak launch; wrote grant application by request from Christopher Reeve Foundation for a quality of life grant; coordinated two state wide program managers' meetings; created with Waterfronts Marketing Committee a sidewalk chalk festival for downtown area; assisted in coordination of annual holiday tree lighting; coordinated with the Water Quality Committee resolutions for water quality in Kings Bay; brought the Walkable Community Program by Dan Burden to Crystal River; with the Board designed two community celebrations; BayFest Nature Festival, a celebration of the unique ecosystem of Kings Bay and the Florida Cracker Camp at the Manatee Festival; and coordinated development of an environmental educational center at Kings Bay Park.

Consultant

The Ericson Group

Dunnellon, Florida

Community Development and Community Asset Building
1. Contracted with Crystal River Community Redevelopment Agency to assist with grant writing of a Florida Forever Grant and nomination process for the Waterfronts Florida Program; community asset building with downtown merchants through weekly contact and newsletter; to assist in coordination of Florida Waterfronts Partnership Orientation Workshop, coordinated special events in business district, and holiday lighting program. Developed newsletter for the CRA district, published twice monthly.

2. Main Street Annual Conference Presenter, St. Petersburg

3. Certified Florida Main Street Consultant by National Trust for Historic Preservation

Program Manager

Dunnellon Main Street Program

Dunnellon, Florida

Duties included coordination of the Main Street Four Point Approach with committees and Executive Board. Coordinated and developed agenda for the Main Street manager's quarterly meeting in Dunnellon. Initiated the nomination of two state awards that were awarded to Dunnellon Main Street (Outstanding Retail Promotion and Outstanding Citizen). Facilitated a Streetscape Vision for Pennsylvania Avenue with Main Street Board and landscape architect. Coordinated membership appeals through diverse marketing approaches; monitored membership retention of businesses and individuals. Developed budget to sustain organization.

Coordinator of Volunteer Services

Weiner Memorial Medical Center

Marshall, Minnesota

Responsibilities were to design, develop and organize volunteer and auxiliary programs in the facility that included thrift shop, gift shop, junior volunteer program, information desk, and nursing home activities. There were over 250 volunteers. With new recruitment strategies and training, the junior volunteer program increased from 3 to 30 in 2 years. Designed and conducted volunteer training programs that identified weaknesses and strengths of the program which would develop new leaders within the hospital auxiliary. Coordinated marketing and advertising for volunteer department, volunteer recruitment and retention programs with other hospital departments. Annual average donation of proceeds from hospital gift shop and auxiliary thrift shop was \$100,000 to the Medical Center. Planned and coordinated with the medical center administration and volunteer input the remodeling of

6,000 square feet new auxiliary thrift shop within the medical facility. Planned and supervised the remodeling of hospital gift shop that doubled the sales floor and upgraded the coffee shop with new fixtures for under \$7,500. Responsible for department budget.

Executive Director

Minnesota Star of the North Summer Games

Moorhead, Minnesota

Planned with volunteer board and state staff amateur state games. Negotiated contracts for sports venues with two colleges; and Fargo, North Dakota and Moorhead, Minnesota Parks and Recreation Departments. Prepared bid specifications for concessions and other related items. Duties included marketing plan for games to participants and spectators; developed fund raising plan with volunteers for financial support to the games; recruited volunteers on a statewide basis. Developed budgets.

Volunteer Experience:

Dunnellon, Florida

Chair and member of City of Dunnellon Planning Commission
Annual Award by Dunnellon Chamber of Commerce for
Community Involvement by Citizen

Crystal River, Florida

Founding Board Member of Friends of Chassahowitzka Wildlife
Refuge

Citrus County and
Crystal River, Florida

Volunteer In Service To America (VISTA)
Awarded: Trailblazer Award for "Contributing to the Florida
State Rural Development Council and Ultimately the Citizens of
Rural Florida"

Balaton, Minnesota

As citizen wrote grant for beautification project of city park
with Minnesota Highway Department.

SUBJECT: Approval to Enter into a Cooperative Service Agreement (CSA) with USDA Animal and Plant Health Inspection Service (APHIS) Wildlife Services (WS) for Canada Goose Management (*Parks & Recreation*)

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: Parks and Recreation Committee

EXHIBITS:

1. CSA between City of Ashland and USDA Animal and Plant Health Inspection Service Wildlife Services
2. WI DNR Urban Wildlife Damage Abatement and control Project Agreement

EXPENDITURES REQUIRED: \$ 2,000.00 Estimated Plan & Project Costs

AMOUNT BUDGETED:

\$ 1,000.00	DNR Urban Wildlife Abatement Grant
<u>\$ 1,000.00</u>	2021 Parks Budget - Other Professional Services
\$ 2,000.00	Total

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH ORDINANCE 51: Section 51.26 (b) of Chapter 51, Ashland City Ordinances, permit the Mayor and/or Clerk to schedule items directly for Council action when a timely decision is needed by the City. The City Clerk has chosen to direct this item directly to Council pursuant to the authority granted to her in Chapter 51, Ashland City Ordinances.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: The proposed development conforms to the goals and community values identified in the City of Ashland's Comprehensive Plan.

SUMMARY STATEMENT:

The City is seeking approval to enter into an agreement with the USDA Wildlife Services for Canada goose management as part of the WDNR Urban Wildlife Abatement Grant. This 50/50 grant awarded the City \$1000 to be used towards contracting with USDA to locate, map and oil Canada goose nests within Ashland City limits between Maslowski Beach and Bayview Beach. This is hoped to help reduce the local goose population that may harass parks/trail users and to improve water quality at the City beaches. The City has budget \$1000 to match this grant out of the Parks Professional Services budget. Total cost of the plan and project is \$2,000.

COOPERATIVE SERVICE AGREEMENT
between
CITY OF ASHLAND and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project as described in the attached Work Plan.

ARTICLE 2

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353. , to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS-WS and the Cooperator agree:

1. The Cooperator will provide payment at the time of service to "USDA, APHIS" in the amount of **\$1,300.00**.
2. The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
3. Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.
4. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management services that the Cooperator is seeking from APHIS-WS.
5. The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
6. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement also may be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

ARTICLE 5

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise there from.

ARTICLE 6

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 USC 1346(b), 2401(b), 2671-2680).

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

This agreement shall become effective April 1, 2021 and shall continue until May 31, 2021. This agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not, for any reason, provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

City of Ashland Parks and Recreation
 Sara Hudson, Director
 601 Main St. W
 Ashland, WI 54806
 (715) 685-1644

Dan Hirschert, State Director
 USDA, APHIS, WS
 P.O. Box 1064
 Rhinelander, WI 54501
 (715) 369-5221

DANIEL HIRCHERT

Digitally signed by DANIEL
 HIRCHERT
 Date: 2021.03.16 16:43:37 -05'00'

Cooperator Signature

Date

APHIS-WS State Director's Signature

Date

WORK PLAN

Wildlife Species: Canada geese

Description of Damage: Canada geese nesting on city property in Ashland, WI

Location: Prentice Park, Kreher Park/Oredock, mouth of Bay City Creek and City Dock

Services Provided: WS will search for Canada geese nests and oil eggs during April – May 2021 in areas identified by the City of Ashland, following established protocols for Canada goose nest and egg management.

Effective Dates

The work performed shall commence April 1, 2021 and shall end on May 31, 2021.

**FINANCIAL PLAN
CITY OF ASHLAND
2021**

Cost Element		Full Cost
Personnel Compensation		\$928.00
Travel		\$0.00
Vehicles		\$141.00
Other Services		\$0.00
Supplies and Materials		\$50.00
Equipment		\$0.00
Subtotal (Direct Charges)		\$1,119.00
Pooled Job Costs [for non-Over-the Counter projects]	11.00%	\$0.00
Indirect Costs	16.15%	\$181.00
Aviation Flat Rate Collection		\$0.00
Agreement Total		\$1,300.00
The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$1,300.00		

Financial Point of Contact/Billing Address:

Cooperator Name

Sara Hudson, Director
City of Ashland
601 Main St. W
Ashland, WI 54806
(715) 685-1644

APHIS-WS State Office

Tina Stott, Budget Analyst
USDA-APHIS-WS
732 Lois Dr.
Sun Prairie, WI 53590
(608) 837-2727

NOTICE: Personally identifiable information will be used to administer the grant and will not be used for other purposes. Information will be made accessible to requesters under Wisconsin's Open Records law (Sec. 19.39 Wis. Stats.).

Project Sponsor City of Ashland	Project Grant Number UWDAC21-169																																
Name of Program & Plan/Project Title: Urban Wildlife Damage Abatement and Control Grant Program – 2021																																	
Period Covered by This Agreement: <u>One year</u> from the date of the Grantee's signature of this agreement for development of an urban wildlife population control <u>plan</u> . <u>Two years</u> from the date of the Grantee's signature of this agreement for an <u>urban wildlife project</u> .																																	
Project Scope and Estimated Costs <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">PLAN: Develop urban wildlife population control plan</td> <td style="width: 30%; text-align: right;">\$200.00</td> </tr> <tr> <td>PLAN: Monitor wildlife populations/establish estimates</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td style="text-align: right;">Subtotal: Plan</td> <td style="text-align: right;">\$200.00</td> </tr> <tr> <td>PROJECT: Monitor wildlife populations/establish estimates</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>PROJECT: Remove deer using sharpshooters</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>PROJECT: Capture and translocate deer or geese</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>PROJECT: Implement managed hunts</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>PROJECT: Remove resident Canada geese</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>PROJECT: Perform health and tissue sampling</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>PROJECT: Process/distribute to charitable organization</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>PROJECT: Modify habitat</td> <td style="text-align: right;">\$500.00</td> </tr> <tr> <td>PROJECT: Implement other control/abatement practices</td> <td style="text-align: right;">\$1,300.00</td> </tr> <tr> <td style="text-align: right;">Subtotal: Project Costs</td> <td style="text-align: right;">\$1,800.00</td> </tr> <tr> <td style="text-align: right;">Total Estimated Plan and Project Costs</td> <td style="text-align: right;">\$2,000.00</td> </tr> <tr> <td style="text-align: right;">Grant Share</td> <td style="text-align: right;">Available funding not to exceed 50% or \$5,000</td> </tr> <tr> <td style="text-align: right;">Total Grant Funding (not to exceed \$5,000)</td> <td style="text-align: right;">\$1,000.00</td> </tr> </table>		PLAN: Develop urban wildlife population control plan	\$200.00	PLAN: Monitor wildlife populations/establish estimates	\$0.00	Subtotal: Plan	\$200.00	PROJECT: Monitor wildlife populations/establish estimates	\$0.00	PROJECT: Remove deer using sharpshooters	\$0.00	PROJECT: Capture and translocate deer or geese	\$0.00	PROJECT: Implement managed hunts	\$0.00	PROJECT: Remove resident Canada geese	\$0.00	PROJECT: Perform health and tissue sampling	\$0.00	PROJECT: Process/distribute to charitable organization	\$0.00	PROJECT: Modify habitat	\$500.00	PROJECT: Implement other control/abatement practices	\$1,300.00	Subtotal: Project Costs	\$1,800.00	Total Estimated Plan and Project Costs	\$2,000.00	Grant Share	Available funding not to exceed 50% or \$5,000	Total Grant Funding (not to exceed \$5,000)	\$1,000.00
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Plan/Project Cost Total Cost: \$ 2,000.00 Fund Support: Available Funding Not to Exceed \$5,000 State Grant Amount: \$ 1,000.00 (not to exceed 5,000) Project Sponsor Share: \$ 1,000.00	The following documents are hereby incorporated into and made part of this agreement: 1. Section 29.887, Wis. Statutes; 2. Chapter NR 50, Wis. Adm. Code; 3. Urban Wildlife Damage Abatement and Control Grant Application Form 2300-267 and attachments; 4. Urban Wildlife Damage Abatement and Control project approved by the Department on January 4, 2021.																																

A. GENERAL CONDITIONS

1. **PERFORMANCE.** The State of Wisconsin Department of Natural Resources (hereafter DEPARTMENT) and the City of Ashland (hereafter PROJECT SPONSOR) mutually agree to perform this agreement in accordance with the Urban Wildlife Damage Abatement and Control Grant Program and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps, and assurances attached hereto and made a part hereof.
2. **INDEPENDENT CONTRACTOR.** The PROJECT SPONSOR is an independent contractor for all purposes, not an employee or agent of the DEPARTMENT.
3. **ENTIRE GRANT AGREEMENT.** This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this agreement are hereby superseded.
4. **GRANT AGREEMENT AMENDMENTS.** Any cost adjustments must be made by a written amendment to this agreement, signed by both parties, prior to the expenditure of funds or the termination date of the agreement. Adjustments for time of performance or scope of work may be granted to the PROJECT SPONSOR by the DEPARTMENT in writing without the requirements of PROJECT SPONSOR's signature.
5. **SUSPENSION OF OBLIGATIONS.** Failure by the PROJECT SPONSOR to comply with the terms of this agreement shall not cause the suspension of all obligations of the DEPARTMENT hereunder if, in the judgment of the Secretary of the DEPARTMENT, such failure was due to no fault of the PROJECT SPONSOR. In such cases, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this agreement, at the DEPARTMENT's discretion.

B. The PROJECT SPONSOR agrees:

- a. **OFFER ACCEPTANCE.** To notify the DEPARTMENT, in writing, of acceptance of this offer by delivering to the UWDAC Grant Manager one original agreement duly signed by the authorized representative. Once signed, the agreement is binding. Return the signed agreement within 30 days of receipt. Signed copy may be scanned and emailed.
- b. **DECLINING OFFER.** To notify the DEPARTMENT, in writing, of its decision to decline this offer of financial assistance at any time prior to the start of the project and before expending any funds. After the project has been started or funds expended, this agreement may be terminated, modified, or amended only by mutual agreement of both parties in writing.
- c. **EXECUTION OF AGREEMENT.** To execute the project described in the grant agreement in accordance with this agreement in consideration of the promises made by the DEPARTMENT herein.
- d. **APPLICABLE LAW.** To comply with all applicable Wisconsin Statutes and Wisconsin Administrative Codes in fulfilling the terms of this agreement.
- e. **BIDDING.** To comply with all applicable local and state contract and bidding requirements. The PROJECT SPONSOR should consult its legal counsel with questions concerning contracts and bidding. The PROJECT SPONSOR may obtain the following document from the DEPARTMENT by calling the grant manager associated with this grant agreement: *Procurement Guide for Local Governments Receiving DNR Grants*.
- f. **ACCOUNTING AND FISCAL RECORDS; RECORDS RETENTION; ACCESS.** Accounting and fiscal records shall be maintained to reflect the receipt and expenditure of all funds used for this project. If an advance is provided, all grant funds shall be credited promptly upon receipt in a separate account. These funds shall be expended only for project costs. Accounts, documents, and records related to this project shall be retained by the PROJECT SPONSOR for a period of three (3) years following the end of this agreement. The PROJECT SPONSOR agrees to allow the DEPARTMENT access to these records upon request.
- g. **INDEMNIFICATION.** To save, hold harmless, defend, and indemnify the State of Wisconsin, the DEPARTMENT and all its officers, employees and agents, against any and all liability, claims and costs of whatever kind and nature, for injury

to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of PROJECT SPONSOR's employees, agents or representatives.

- h. **REPAYMENT; TERMINATION.** To reimburse the DEPARTMENT any and all funds the DEPARTMENT deems appropriate in the event the PROJECT SPONSOR fails to comply with the conditions of this agreement or project proposal as described or fails to provide public benefits as indicated in the project application, proposal description, or this agreement. In addition, should the PROJECT SPONSOR fail to comply with the conditions of this agreement, fail to progress due to nonappropriation of funds, or fail to progress with or complete the project to the satisfaction of the DEPARTMENT, all obligations of the DEPARTMENT under this agreement may be terminated, including further project cost payment. Upon notification of grant termination, any grant advance or payment not substantiated by documentation shall be immediately returned to the DEPARTMENT by the PROJECT SPONSOR.
- i. **NON-DISCRIMINATION.** In connection with the performance of work under this agreement, the Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Status, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Sponsor further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The Sponsor agrees to post in conspicuous places available, for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
- j. If SPONSOR expends federal grant funds totaling \$750,000 or more during the fiscal year and the those funds were received from a State or Federal agency, the SPONSOR agrees to have an annual audit performed in accordance with 2 *CFR Part 200 Uniform -- Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards* (also known as "Uniform Guidance") and *WI State Single Audit Guidelines* issued by the Wisconsin Department of Administration, State Controller's Office.

C. The DEPARTMENT agrees:

- a. **ENCUMBRANCE AND PAYMENT.** In consideration of the covenants and agreements made by the PROJECT SPONSOR herein, to obligate for the PROJECT SPONSOR the amount listed as the State Aid Amount on the first page of this agreement and to tender to the PROJECT SPONSOR that portion of the obligation which is required to pay the DEPARTMENT's share of the costs based upon the state providing 50 percent of the eligible project costs not to exceed a maximum of \$5,000.00.
- b. **INDEPENDENT CONTRACTOR.** That the PROJECT SPONSOR shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided herein. The DEPARTMENT reserves the right only to inspect the job site or premises for the sole purpose of ensuring that the performance is progressing or has been completed in compliance with the agreement. The DEPARTMENT takes no responsibility of supervision or direction of the performance of the agreement to be performed by the PROJECT SPONSOR or the PROJECT SPONSOR's employees or agents. The DEPARTMENT further agrees that it will exercise no control over the selection and dismissal of the PROJECT SPONSOR's employees or agents.
- c. **ACCESS TO RECORDS.** To retain its right to examine all accounts, documents, and records of the PROJECT SPONSOR as they relate to this agreement.
- d. **TERMINATION.** To reserve its right to terminate this agreement for failure by the PROJECT SPONSOR to comply with any provision of this agreement.

D. SPECIAL CONDITIONS

- 1. The PROJECT SPONSOR agrees to **sign and return the grant agreement within 30 days of receipt of this agreement.**

2. The PROJECT SPONSOR agrees to comply with all applicable United States Fish and Wildlife regulations in fulfilling the terms of this agreement.
3. **The PROJECT SPONSOR agrees to file a final report with the Department along with its final reimbursement request upon plan and/or project completion.** Claims for payment must be submitted within one year of the project termination date.
4. The PROJECT SPONSOR agrees that if it does not use the grant to develop an urban wildlife population control plan within one year of the date the grant contract was signed or implement its Department approved urban wildlife population control plan within two years of that same date, it will repay the Department the grant money that was not spent or that was inappropriately spent, plus interest of five percent annually accrued within three years of the date the grant agreement was signed, ss. NR 50.23.7(a), NR 50.23.8(c), and NR 50.23.9, Wisconsin Administrative Codes.
5. Organizations, including Tribes, shall comply with annual Single Audit requirement as specified in OMB Circular A-133 "Audit of States, Local Governments, and Non-Profit Organizations" and the Wisconsin State Single Audit Guidelines at <http://doa.wi.gov/Divisions/Budget-And-Finance/Financial-Reporting> issued by the Wisconsin Department of Administration (DOA), State Controller's Office (SCO).

☒ Check here if you request advance payment of half your grant award.

City of Ashland
Urban Wildlife Damage Abatement and Control Project Number UWDAC21-169
State Aid Amount: \$1,000.00

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
For the Secretary

02/02/2021

Date

By Wendy Peich
Jim Ritchie, Director
Community Financial Assistance

The person(s) signing for the Applicant represents both personally and as an agent of his or her principal that he or she is authorized to execute this agreement and bind his or her principal, either by a duly adopted resolution or otherwise. The parties hereto have executed this agreement as of the date entered below.

For the Applicant:
CITY OF ASHLAND

2/19/21
Date

By Sara AA Hk
Sara Hudson
Parks and Recreation Director

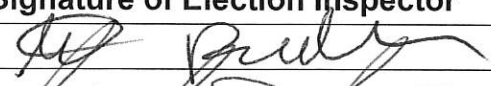
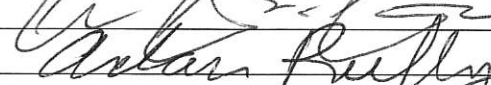
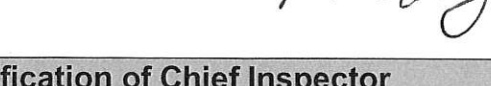
Inspectors' Statement

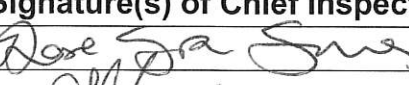
Polling Place/Central Count Location: Bretting Center / WITC / City Hall

We, the undersigned election inspectors, certify the following is a true and correct statement for an election held in the 1,4,5 ward(s) of the City of Ashland, County of Ashland, State of Wisconsin, on 2/16/2021 (DATE)

Chain of Custody Information – (provided by the municipal clerk)				
	Tabulator	Automark	Clerk Staff/Witness Initials	
Equipment Unit	#2 Bretting Center	Bretting Center	SS	de
Memory Device	#3 USB	#22	SS	de
Tamper-Evident Seal	45528960	45528962		
AM and PM C.I. Initials	RSS CK	RSS CK		

Voter Statistics	
	Totals
Total number of voters	1000 65
Total number of EDRs (Election Day Registrations)	01
Number of absentee voters	
Number of provisional ballots	0
Total number of ballots cast	1000 65
Number of ballots in excess of total number of voters	0
Number of hand-count paper ballots	0
Number of optical Scan Ballots	0
Number of DRE (touch screen) ballots	N/A

Election Inspector Signatures		
	Signature of Election Inspector	Shift: AM (6:30-1:30) or PM (1:15 – close)
1.		BOTH
2.		6:30 - Close
3.		6:30 - Close

Certification of Chief Inspector		
I certify that: I have completed the required training administered by the Wisconsin Elections Commission, and have been duly certified as a Chief Inspector. I served as the Chief Inspector for the election described above for the time period indicated below.		
	Signature(s) of Chief Inspector(s)	Shift: AM (6:30-1:30) or PM (1:15 – close)
1.		AM
2.		PM



WARDS 1,4,5

Incident Log

(Please refer to the Election Day Manual for detailed procedures!)

[illegible]

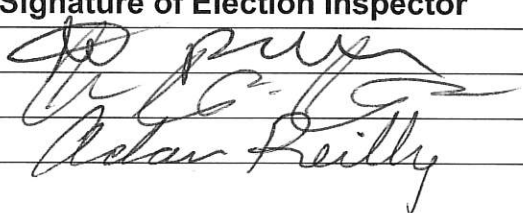
Inspectors' Statement

Polling Place/Central Count Location: Bretting Center / WITC / City Hall

We, the undersigned election inspectors, certify the following is a true and correct statement for an election held in the 2,3,6,7 ward(s) of the City of Ashland, County of Ashland, State of Wisconsin, on 2/16/2021 (DATE)

Chain of Custody Information – (provided by the municipal clerk)				
	Tabulator	Automark	Clerk Staff/Witness Initials	
Equipment Unit	#2 Bretting Center	Bretting Center	SS	de
Memory Device	#3 USB	#22	SS	de
Tamper-Evident Seal	45528960	45528962		
AM and PM C.I. Initials	RSS	CK	RSS	CK

Voter Statistics	
	Totals
Total number of voters	46
Total number of EDRs (Election Day Registrations)	4
Number of absentee voters	
Number of provisional ballots	0
Total number of ballots cast	46
Number of ballots in excess of total number of voters	0
Number of hand-count paper ballots	0
Number of optical Scan Ballots	0
Number of DRE (touch screen) ballots	N/A

Election Inspector Signatures		
	Signature of Election Inspector	Shift: AM (6:30-1:30) or PM (1:15 – close)
1.		BOTH
2.		6:30 - Close
3.	Adam Reilly	6:30 - Close

Certification of Chief Inspector		
I certify that: I have completed the required training administered by the Wisconsin Elections Commission, and have been duly certified as a Chief Inspector. I served as the Chief Inspector for the election described above for the time period indicated below.		
	Signature(s) of Chief Inspector(s)	Shift: AM (6:30-1:30) or PM (1:15 – close)
1.	Roseanne Smith	AM
2.		PM

Words 2, 3, 6, 7

(Please refer to the Election Day Manual for detailed procedures!)

[illegible]

Inspectors' Statement

Polling Place/Central Count Location: Bretting Center / WITC / City Hall

We, the undersigned election inspectors, certify the following is a true and correct statement for an election held in the 8-11 ward(s) of the City of Ashland, County of Ashland, State of Wisconsin, on 2/16/2021 (DATE)

Chain of Custody Information – (provided by the municipal clerk)			
	Tabulator	Automark	Clerk Staff/Witness Initials
Equipment Unit	#2 Bretting Center	Bretting Center	SS
Memory Device	#3 USB	#22	SS
Tamper-Evident Seal	45528960	45528962	
AM and PM C.I. Initials	RSS CK	RSS CK	

Voter Statistics	
	Totals
Total number of voters	62
Total number of EDRs (Election Day Registrations)	0
Number of absentee voters	
Number of provisional ballots	0
Total number of ballots cast	62
Number of ballots in excess of total number of voters	0
Number of hand-count paper ballots	0
Number of optical Scan Ballots	0
Number of DRE (touch screen) ballots	N/A

Election Inspector Signatures	
Signature of Election Inspector	Shift: AM (6:30-1:30) or PM (1:15 – close)
1. [Signature]	PM
2. [Signature]	6:30 - close
3. [Signature]	6:30 - Close

Certification of Chief Inspector	
I certify that: I have completed the required training administered by the Wisconsin Elections Commission, and have been duly certified as a Chief Inspector. I served as the Chief Inspector for the election described above for the time period indicated below.	
Signature(s) of Chief Inspector(s)	Shift: AM (6:30-1:30) or PM (1:15 – close)
1. [Signature]	AM
2. [Signature]	PM

Wards 8-11

(Please refer to the Election Day Manual for detailed procedures!)

EL-104 | Rev. 2020-07 | Wisconsin Elections Commission, P.O. Box 7984, Madison, WI 53707-7984 | 608-261-2028 | web: elections.wi.gov | email: elections@wi.gov

Incident Log

(Please refer to the Election Day Manual for detailed procedures!)

[illegible]

Inspectors' Statement

We, the undersigned election inspectors, certify the following is a true and correct statement for an election held in the 1-11 ward(s) of the City of Ashland, County of Ashland, State of Wisconsin, on the 3 day of 11, 2020.

(ward number(s)) (Town, Village of City) (Name of Municipality) (Name of County) (Day) (Month) (Year)

MUNICIPAL CLERK PROVIDES THE FOLLOWING INFORMATION:

Voting Unit Number Absentee DS 200 Memory Device Serial Number 006-Ashland City Hall
Tamper-Evident Seal Serial Number 45528959

THIS SECTION TO BE COMPLETED BY CHIEF INSPECTOR:

VOTING EQUIPMENT/BALLOT CONTAINER CHAIN-OF-CUSTODY RECORD

- Tamper-evident seal number verified by chief inspector (CI): Pre-election cmk Post-election HK
(CI initials) (CI initials)
- Upon sealing the ballot bag or container to which this Inspectors' Statement pertains, record the number of the tamper-evident seal used for this purpose here _____.

THIS SECTION TO BE COMPLETED BY ELECTION INSPECTORS AND VERIFIED BY CHIEF INSPECTOR:

VOTER STATISTICS

Total number of voters (last voter number on poll list) 2288 2287 Total number of EDRs N/A
(Absentee voters and in-person voters. Do not include provisional voters.) (Election Day Registrations)

Number of absentee voters 2285 2287 Number of provisional ballots N/A

Total Number of ballots cast 2286 Number of ballots in excess of total number of voters 0

Number of:

Hand-count Paper ballots 0, Optical Scan ballots 2286, DRE (touch screen) 0

Signatures of Election Inspectors

Hadi Kneke
Cheryl Sweet
Sarah McLeod

Time Worked

to all day
to _____
to _____

CERTIFICATION OF CHIEF INSPECTOR

I certify that: I have completed the required training administered by the Wisconsin Elections Commission, and have been duly certified as a Chief Inspector. I served as the Chief Inspector for the election described above for the time period indicated below.

Hadi Kneke
(Signature of Chief Inspector)

Cheryl Sweet
(Signature of Chief Inspector)

☒ ENTIRE DAY ☐ FROM _____ a.m. TO: _____ a.m.
p.m. p.m.

☐ FROM _____ a.m. TO _____ a.m.
p.m. p.m.

- ✓ The completed form is retained in the office of the Municipal Clerk.
- ✓ A copy of the completed form is returned to each Clerk with the other election forms.
- ✓ Municipal clerk provides other copies as needed. Wis. Stat. § 7.51.

☐ Check box if no incidents were recorded for this election.

Incident Log

(Please refer to the Election Day Manual for detailed procedures!)

Incident Number	Incident Code (See glossary)	Description of Incident	Time Incident Occurred	Election Officials Initials
1		Opened DS200 because ballot was stuck	9:09 a.m. p.m.	HK
2		Opened DS200 3 times in rapid succession - ballots were stuck	9:26 a.m. p.m.	HK
3		opened DS200 paper jam straightened ballots in machine	11:06 a.m. p.m.	HK
4		opened DS200 Ballot stuck straightened ballots	2:33 a.m. p.m.	HK
5		opened DS200 Ballot stuck #623	7:25 a.m. p.m.	KN
6		opened DS200 paper jam	4:18 a.m. p.m.	HK
			a.m. p.m.	
			a.m. p.m.	
			a.m. p.m.	
			a.m. p.m.	
			a.m. p.m.	
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			a.m. p.m.	
			a.m. p.m.	
			a.m. p.m.	
			a.m. p.m.	
			a.m. p.m.	

Incident Log

(Please refer to the Election Day Manual for detailed procedures!)

[illegible]

☐ Check box if no incidents were recorded for this election.

Incident Log

(Please refer to the Election Day Manual for detailed procedures!)

Incident Number	Incident Code (See glossary)	Description of Incident	Time Incident Occurred	Election Officials Initials
		ABSENTEE BALLOT INCIDENTS ***End of Night- Staple this sheet to INSPECTORS STATEMENT***	a.m. p.m.	
3-1		Absentee ballot torn (voter 100)	10:15 a.m. p.m.	KN MEM
3-2		(Voter 113) All president & vice options selected	10:30 a.m. p.m.	KN Cmt
3-3		"ran ballot through - accept as is"	a.m. p.m.	
3-3		No witness address - ballot rejected	10:35 a.m. p.m.	KN Cmt
1-1		Ballot received was a photocopied ballot - had to be remade For voter # 613	3:10 a.m. p.m.	Cmt MEM
1-2		352000 Rejected Ballot - Markings for candidates were rejected For voter # 1120 - Ballot Remade	6:27 a.m. p.m.	Cmt MEM
2-3		Ballot Rejected - Lynette Marie Charlotte due to no witness address	8:44 a.m. p.m.	Cmt
3-4		Ballot Rejected - Michelle Ann Moehse due to no witness address	8:45 a.m. p.m.	Cmt
3-5		Ballot Rejected - Cecil B. Powell - voter is deceased	8:15 a.m. p.m.	Cmt
4-3		Ballot Rejected - Gamma Lee Pero due to no witness signature or address	8:17 a.m. p.m.	Cmt
6-4		Ballot Rejected - Donna Marie McCutcheon due to no witness	8:17 a.m. p.m.	Cmt
6-5		Ballot Rejected - Sophie Jones due to no witness address	8:19 a.m. p.m.	Cmt
6-6		Ballot Rejected - Thomas Zinnecker due to no voter signature - or witness signature	8:20 a.m. p.m.	Cmt
6-7		Ballot Rejected - Joseph W Huesman due to no Voter Signature	8:20 a.m. p.m.	Cmt
7-9		Ballot Rejected - Robert Frederick Wilson due to no witness address	8:21 a.m. p.m.	Cmt
7-10		Ballot Rejected - Carol L. Holowaty due to voter is deceased.	8:22 a.m. p.m.	Cmt
10-4		Ballot Rejected - Bonnie Jean Nelson due to no witness address	8:24 a.m. p.m.	Cmt
			a.m. p.m.	
			a.m. p.m.	
			a.m. p.m.	

☐ Check box if no incidents were recorded for this election.

GROUP B

Incident Log

(Please refer to the Election Day Manual for detailed procedures!)

Incident Number	Incident Code (See glossary)	Description of Incident	Time Incident Occurred	Election Officials Initials
		ABSENTEE BALLOT INCIDENTS ***End of Night- Staple this sheet to INSPECTORS STATEMENT***	a.m. p.m.	
7.1		WARD 7 DAUM, VICTORIA Remake - Federal only Ballot + ripped	9:05 a.m. p.m.	SB CMB
7.2		WARD 7 VOTER #41 Incorrect marking - couldn't read - used "✓"	9:35 a.m. p.m.	SB CMB
7.3		WARD 7 VOTER 123 Machine couldn't read Ballot damaged - dirty/wet	9:35 a.m. p.m.	SB CMB
7.45		WARD 7 VOTER 272 Federal Ballot Remake Juliette Daum	10:23 a.m. p.m.	SB AM
7.84		WARD 7 VOTER 236 Federal Ballot remake mark Jensen	10:26 a.m. p.m.	SB CMB
7.6		WARD 7 VOTER 326 Incorrect marking - couldn't read - Used "✓"	10:49 a.m. p.m.	AM CMB
7.7		WARD 7 Robinson, Katelynn Remake - ballot ripped	11:11 a.m. p.m.	AM SB
4.1		WARD 4 VOTER 269 Was issued an 6-11 Ward Ballot ANILKA, WHITING	12:12 a.m. p.m.	SB AM
4.2		WARD 4 Voter 336 Remake - ballot ripped	1:21 a.m. p.m.	CMB AM
2.1		WARD 2 Voter 596 Remake - ballot ripped	3:15 a.m. p.m.	CMB SB
2.2		WARD 2 Voter 641 Overseas Federal Only Lorraine, Fish	3:42 a.m. p.m.	SB CMB
6.1		WARD 6 Voter 1008 Overseas Federal only Lamali, Andre Hunt	5:01 a.m. p.m.	CMB SB
6.2		WARD 6 Voter 997 Issued Incorrect Ballot Lundgren, Marleen	5:01 a.m. p.m.	CMB SB
6.3		WARD 6 Voter 1127 Issued wrong ward ballot Bayliss, Karen	5:32 a.m. p.m.	SB AM
7.8		WARD 7 Voter 1140 Multiple Counties WP-007 Overseas Voter	6:02 a.m. p.m.	AM SB
			a.m. p.m.	
			a.m. p.m.	
			a.m. p.m.	
			a.m. p.m.	
			a.m. p.m.	
			a.m. p.m.	

☐ Check box if no incidents were recorded for this election.

Incident Log

(Please refer to the Election Day Manual for detailed procedures!)

Incident Number	Incident Code (See glossary)	Description of Incident	Time Incident Occurred	Election Officials Initials
1		ABSENTEE BALLOT INCIDENTS ****End of Night- Staple this sheet to INSPECTORS STATEMENT****	a.m. p.m.	
1	11-1	Redid ballot # 159 voted twice in one spot - Clear who they intended	9:36 a.m. p.m.	HK
2	11-2	Remade ballot, cut ballot when opening	10:19 a.m. p.m.	HK
3	11-3	Remade ballot due to being from Military member	11 a.m. p.m.	SAB
4	10-1	remade ballot, couldn't be read by machine	a.m. 11:50 p.m.	TP
5	10-2	remade ballot, from wrong word	a.m. 12:53 p.m.	TP
6	10-3	remade ballot, unreadable	a.m. 1:35 p.m.	TP
7	8-1	remade ballot, from wrong word	a.m. 2:32 p.m.	TP
8	8-2	cut ballot when opening remade ballot	3:08 a.m. p.m.	HK
9	8-3	ballot couldn't be read by machine	3:30 a.m. p.m.	TP
10	8-4	military ballot	3:32 a.m. p.m.	TP
11	5-1	military Ballot	3:40 a.m. p.m.	HK
12	5-2	machine wouldn't read ballot	4:20 a.m. p.m.	TP
13	5-3	ballot damaged in opening	5 a.m. p.m.	TP
14	5-4	Damaged ballot when opening	5:09 a.m. p.m.	HK
15	5-5	Military Ballot	5:17 a.m. p.m.	HK
16	5-6	Military Ballot	5:48 a.m. p.m.	HK
17	5-7	Military Ballot	5:50 a.m. p.m.	HK
18		Rejected No witness address	5:57 a.m. p.m.	HK
19	10-4	Military Ballot	8:04 a.m. p.m.	HK
			a.m. p.m.	

City of Ashland – Main Street Board Meeting Minutes

A meeting of the Main Street Board was held on **Wednesday, February 3, 2021 at 8 a.m.** via GoToMeeting.

Present: Mary McPhetridge, Renee Britian, Kyle Ellefson, Katie Gellatly, Kevin Porter

Absent: Betsey Harries, Kevin Stranberg

Staff Present: Megan McBride, Jaclynn Findlay, Brant Kucera

Megan McBride opened the meeting at 8 a.m.

Agenda

1) Call to Order and Roll Call

Megan McBride called the meeting to order at 8:11 a.m.

2) Approval of Agenda

Motion to approve the agenda by Kevin Porter, seconded by Katie Gellatly. Passed unanimously.

3) Consent Agenda

Motion to approve the minutes from the November 4, 2020, December 2, 2020, and January 6, 2021 Main Street Board meetings by Kyle Ellefson, seconded by Kevin Porter. Passed unanimously.

4) Public Comment (non-agenda items)

No public comments.

5) New Business

- a) Review and recommendation of Downtown Building Improvement Grant Program proposals for funding

Megan McBride explained the process for approval of the grant funding. The Main Street Board will provide recommendations for funding levels and recipients totaling the full \$300,000 grant program amount, and the Joint Review Board and City Council will need to approve the . Megan explained the grant program criteria, established by the Main Street Board at a previous meeting. Megan presented all of the Grant Program proposals and explained the Planning and Development Department's recommended funding for each.

Katie Gellatly asked if applicants were required to provide cost estimates in a certain amount of time.

Megan McBride explained that property owners will be required to solicit at least 3 bids for their project, but the City has also been contacting local contractors to generate interest and help property owners obtain qualified bids. Since a number of property owners had difficulties obtaining bids despite consistent efforts, this was not included as a requirement for grant funding.

Katie Gellatly asked how long the applicants have to use their funding and then report back to the City that their project is complete.

Megan explained that the hope is for all projects to be completed by the end of construction season of 2021. Project activities will be able to start in spring of 2021, but more involved projects will be given until the end of 2022 to complete all activities if needed.

Renee Britain asked what happens if the businesses decide not to move forward with their projects. Specifically, she wondered if alternative projects could be funded if this were to take place.

Megan explained that if there are significant enough cost savings that more projects could possibly be funded. If this is the case, this will be brought back to the Board for direction on how to move forwards.

Kevin Porter inquired if there will be another round of funding after the proposed projects are completed.

Megan explained that there will not be another round of this grant in the near future. Funding will be set aside through the Tax Incremental District to fund future grant and/or revolving loan funds, but this would not take place for another 5-10 years based on available funds.

Katie Gellatly asked how businesses will be getting their matching funds and providing proof that they will be able to meet their required match.

Megan McBride explained that other communities utilize a statement of assurances to ensure businesses have secured their matching funding. Megan also brought up the possibility of partnering with local banks on a low-interest loan program.

Motion to accept the proposals as recommended by Kyle Ellefson, seconded by Renee Britain. Abstention by Kevin Porter. Passed unanimously.
--

- b) Updates and discussion on downtown marketing and branding
 - i. Website

Jaclynn Findlay gave a virtual tour of the Ashland Main Street Squarespace website. Highlights of the website to date include a comprehensive, searchable directory of downtown businesses, a summary of business resources for both new and expanding businesses, and an overview of the Main Street Board. She asked for input regarding the level of detail and content to be displayed for each Board member, and said she would

send an email requesting a bio and photo to use for each Board member.

ii. Main Street Logo

Megan McBride presented logo options for the Ashland Main Street program obtained from an online competition service as well as a designer through Heart Graphic. She asked if the Board would like to identify a logo in order to complete the website, marketing materials, and other items. The alternative option is to wait for WEDC to create a logo for the program during their June technical assistance visit.

Katie Gellatly proposed that the Board wait until the WEDC downtown strategic plan is completed to choose a logo. She expressed support for a more modern style of logo.

Renee Britain agreed that that Board should wait to choose a logo.

Kyle Ellefson suggested that the Ashland Main Street logo incorporate the Lake.

c) Chamber Updates

Mary McPhetridge provided Chamber of Commerce updates including:

- Packer Mania and the Packer Parade on Main Street were successful;
- She explained the “Be Mine on Main” Valentine’s Day promotion which will offer a generous prize package to encourage people to shop downtown;
- March Madness will take place March 8-20, and the Chamber will be hosting a bingo event to get people into stores; and
- Girl’s Night Out will take place in April.

d) Downtown survey updates

Megan McBride reported that the Planning and Development Department is starting the development of a downtown business survey. Additional details and discussion will be brought to the Board at a future meeting.

6) Announcements/Reports/Comments/Questions

Jaclynn Findlay announced Main Street will be hosting its first event, a snowshoe stomp, on February 20, 2021 in partnership with the Ashland Parks and Recreation Department and Solstice Outdoors.

Mary McPhetridge announced that Moore’s on Main is a finalist for a Main Street makeover grant, which would provide them \$10,000 in funding and intensive technical support to focus on interior improvements to their store layout, merchandising, and other related items they would like assistance with. They were only eligible to apply for this grant now that Ashland is a Main Street community, and the winner should be announced in early to mid-February.

7) Adjournment

Motion to adjourn by Kevin Porter, seconded by Katie Gellatly. Passed unanimously.
--

Meeting was adjourned at 9:15 a.m. Minutes done by Jaclynn Findlay.

PARKS & RECREATION COMMITTEE MEETING MINUTES

Wed, Feb 24, 2021 5:00 PM - 6:30 PM (CDT)

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/772121093>

United States (Toll Free): 1 877 309 2073; One-touch: tel:+18773092073,,772121093#

United States: +1 (571) 317-3129 ; One-touch: tel:+15713173129,,772121093#

Access Code: 772-121-093

I. Call to Order

- a. Roll Call
In attendance: Mike Amman, Meghan Salmon-Tumas, Dave Ullman, Kevin Haas,
Excused: Dawayne Lampson, Nancy Sztynodor, Sarah Jackson
- b. Agenda Modification
none
- c. Approval of Minutes
 - i. postponed to next meeting

II. Public Comment Period

III Information Items

- Parks Projects Updates
 - Bike Path:
 - Wildlife Abatement Grant Award – the City was awarded the Wildlife Abatement and Control grant to work the USDA Wildlife Services to assist in controlling the City's native Canada Goose population
 - ARTS Trail Update – PW has been working with Aryes and Associates on the construction documents for the ARTS Trail update. As part of the grant, new railings will be placed on the Vaughn Ave bridge. Attached is a map of the project area. Kreher Park Update - The City has been notified that the JFC may be reviewing the City's grant request for the Kreher Park Boat Launch. City staff has been contacting some key/influential people in the area to contact JFC members explain how important this project is to the area. An article about the project was also in the Wisconsin Outdoor News. John Butler shares that they will repave most of loop except a section on the waterfront that cannot meet DOT standards for width
 - Summer Reservations – Parks and Recreation Staff started taking month-long camping reservations February 16. Council approved limited the time a camper can stay on a lakefront site for 1 month in a calendar year at the February 9 meeting. There are still 4 nonreservable sites on the lakefront. The Unified Command is still discussing if pavilions will allowed to be rentable in 2021. Thus Parks and Recreation department pushed back pavilion rentals until March 24.
 - Haas adds that city council is requesting a transition to only weekly rates (no more deals for monthly stays)
- Recreation Updates
 - Earth Day Celebration – City Staff have decided to host an Earth Day Clean Up on or around Earth Day (April 22) 2021. All city departments chipped on money to purchase 70 t-shirts to hand out to volunteers.

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- Classes: Gymnastics – classes for the February/March session are filling up. Session started February 22.
 - Archery – ran the archery class in February and have enough enrollment to run the March class
 - Tennis – there is enough registration to run the March session of Tennis
 - Club Volleyball – APR is taking registrations for and allowing a U14 and U18 club volleyball teams to practice at the BCC 2 nights a week. Each team has 9 players and one coach. All participants must wear masks.
 - Snowshoe Stomp – APR helped with the the City’s first Main St Program: Snowsoe Stomp on Saturday Feb 20, 17 participants snowshoed either across the lake (via a marked trail) or on the waterfront trail from Solstice Outdoors to the Plaza. BART provided a free ride back to their cars. Main St businesses chipped in for incentives.
 - W’s Ski Clinic – Six people participated in the W’s Ski Clinic on Feb 20. Beth Reed graciously volunteered her time to coach the event held at the Ashland Ski Trails.
 - Pickleball - pickleball is slowly starting up at the BCC. Two nets are set up for a maximum of 8 people playing. Masks (as always) are required.
- Kite Fest – There was an amazing turn out for Kite Fest 2021. Event organizer estimated that there was 38 kites in the air and at least 100 people on the ice. So many people made this happen, but Sarah Linafelter was the key.
- BCC Usage Sign Up – APR staff is waiting approval from Unified Command on if the public can reserve times to use the BCC for walking, basketball shoot around, indoor playground, etc. this spring.
 - Salmon-Tumas asks if the climbing wall will get cleaning treatment and be reservable; Hudson answers that they are looking into that and need to investigate matters such as safe cleaning products and designated time between reservations
- Urban Forestry
 - 2021 Tree Plan: Removal, trimming, and replanting – City Administration recently named Sara Hudson as the new urban forester. That being said, I have created a list of trees to be removed in 2021. Some are in relation to the Urban Forestry Grant the City received to removed Ashes in poor conditions, and some are removals due to road construction projects. Letters were sent out to land owners on Tuesday Feb 23. Crew will mark trees on February 24 or 26. Per Ord 454, landowners have 10 days from the time of receipt of the letter to appeal the removal. Attached is a list of address and trees to be removed.

VI. Business Items:

- Approval to Allow Ashland Little League to Build a Bull Penn at Martino Field (CRYP) in Memorial of Pat Onderak – The Ashland Little League Board of Directors is seeking approval to have Cedar Brook Construction construct a bull pen at Martino Field in Central Railyard Park. The structure would be in memory of Pat Onderak who recently passed and was a lifelong volunteer of Ashland Little League. Attached are the plans associated with the bull pen. Ashland Little League would be responsible for the cost of construction. In baseball, the bullpen is the area where relief pitchers warm-up before entering a game. The City does not have a current user agreement with Ashland Little League.
 - Ellefson explains that Little League plans to fully fund and maintain the project
 - Construction would begin in April, weather depending
 - Motion to approve the construction of the bullpen by Amman, second from Ullman, motion carries unanimously.

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- Review and Update Tree Ordinance 453 – City Administration is seeking to update Ordinance 453: Planting, Maintaining, and Removing Trees and Shrubs, having trees within the ROW/Boulevard become the responsibility of land owners to care for and remove if necessary.
 - Amman shares an opinion that it is not a good idea at this time. He adds that we are getting an urban forestry program started.
 - Haas agrees that the change would be unfair and in conflict with our efforts to start an urban forestry program
 - Amman adds an alternative idea that we could train volunteers to handle the required pruning, etc.
 - Haas suggests an internship program where Northland students, esp in NRS could get experience while helping with Ashland's trees
 - Ullman adds that the change would disincentivize homeowners from planting trees
 - Hudson agrees that while the change would save money it would not benefit the community
 - Ullman recalls the Americorps volunteers who worked on rain barrels last summer and wonders if we could hire an Americorps worker to educate homeowners about EAB; Hudson shares that she would like to but need to wait until 2022 to get it in the budget
 - Hudson plans to work with SRWA on education of the community about treecare
 - Amman mentions that the ordinance give landowners choice about tree plantings and he argues that the decision should be the city's alone due to the long-term nature of trees
 - Hudson suggests that homeowner's choice could be the type of tree, not whether or not they get a tree in the ROW
 - Amman notes that the ordinance allows the city to insist on removal of private trees; Hudson responds that the city has done this when a tree presents a danger; Amman responds that we should consider acting on this order regarding EAB by calling for removal of all ash
- Review and Update Vaugh Ave Replanting Strategy - At the August PRC meeting it was discuss planting up to 6 trees/block with one of the following tree species: River Birch, Ginko, Thornless honey locust, Kentucky Coffee tree, Swamp White Oak, Northern Pin Oak, Hybrid Elms, Common Hackberry, and American Linden. Also, how shall we involve the public/land owners in the selection of the tree species?
 - Amman asks if we will limit ourselves to this approved tree list forever, no matter what; Hudson responds that we can decide; Amman counters that we may need to be more flexible; Hudson agrees
- Approval to Apply for Bird City USA Mini Grant : Bird Habitat Implementation at Maslowski Beach – APR Director is seeking approval to apply for a mini grant for up to \$500 from Bird City USA to implement bird habitat at Maslowski Beach. The grant monies would be used to purchase native plants and shrubs that are good for migratory birds and pollinators to be installed in the new bioswales at Maslowski Beach.
 - Motion to approve applying for Bird City USA grant by Ullman, second by Salmon-Tumas, motion carries unanimously
- Approval to Apply for USTA Tennis Support Grant – APR Director is seeking approval to apply for USTA Tennis Support Grant. This grant opportunity is “to strengthen and maximize marketing initiatives and support new programming ...that will help achieve the collective goals of growing the game”. If awarded APR will use the funds to replace old equipment (balls and racquets), purchase incentives for program participants, and keep the cost of the tennis program at a reasonable rate.
 - Amman moves to apply for the USTA Tennis Support Grant, Second by Haas, motion carries unanimously

V. Next Meeting Date

Mar. 24th

Motion by Haas, Second by Amman, motion carries unanimously

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VI. Comments and Questions

VII. Adjourn

Move to adjourn by Haas, second by Amman, motion carries unanimously.

It is possible that members of and a possible quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information or speak about a subject, over which they have decision-making responsibility. Any governmental body at the above stated meeting will take no action other than the governmental body specifically referred to above in this notice. The City of Ashland does not discriminate based on race, color, national origin, sex, religion, age or disability in employment or provision of services, programs or activities. NOTE: Upon reasonable notice, the City of Ashland will accommodate the needs of disabled individuals through auxiliary aids or services. For additional information or to request this service, contact Sara Hudson at (715) 685-1644.

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PARKS & RECREATION COMMITTEE MEETING

Wed, Jan 27, 2021 5:00 PM - 6:30 PM (CST)

<https://global.gotomeeting.com/join/649576869>

United States (Toll Free): 1 866 899 4679

Access Code: 649-576-869

I. Call to Order

- a. Roll Call
- b. Agenda Modification
- c. Approval of Minutes
 - i. Approval of December 16, 2020 Minutes

II. Public Comment Period

III Information Items

- Parks Projects Updates
- Recreation Updates

IV. Business Items:

- Healthy Neighborhoods Project Presentation by Nicole Foster, Sustainable Community Development (SCD) Professor at Northland College
- Discussion and Approval to work on a Healthy Neighborhood Project with Northland College focusing on East End Community Park Project
- Discussion on East End Community Park Project
- Discussion and approval to name the parcel of land/area by the boathouses (N 9th Ave W) after Duane Carpenter per Parks and Recreation Policy 601.

V. Next Meeting Date

VI. Comments and Questions

VII. Adjourn

It is possible that members of and a possible quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information or speak about a subject, over which they have decision-making responsibility. Any governmental body at the above stated meeting will take no action other than the governmental body specifically referred to above in this notice. The City of Ashland does not discriminate based on race, color, national origin, sex, religion, age or disability in employment or provision of services, programs or activities. NOTE: Upon reasonable notice, the City of Ashland will accommodate the needs of disabled individuals through auxiliary aids or services. For additional information or to request this service, contact Sara Hudson at (715) 685-1644.

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PARKS & RECREATION COMMITTEE MEETING MINUTES

Wed, Nov 18, 2020 5:00 PM - 6:30 PM (CDT)

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/796303109>

You can also dial in using your phone.
United States (Toll Free): 1 866 899 4679 ;
United States: +1 (571) 317-3116
Access Code: 796-303-109

I. Call to Order

a. Roll Call

In attendance: Nancy Sztynдор, Mike Amman, Meghan Salmon-Tumas, Dave Ullman, Sarah

Jackson

Excused: Kevin Haas, Dawayne Lampson

b. Agenda Modification

c. Approval of Minutes

i. Approval of November 18, 2020

Motion by: Amman

Second by: Sztynдор

Motion carries unanimously

II. Public Comment Period

- Jarod Meyer from UW-Superior Campus Rec just listening in

III Information Items

- Parks Projects Updates
 - Arts trail/waterfront trail/5th St Corridor meeting had 8 attendees; trail needs to be widened 8 ft to 10 ft
 - Kreher Park playground may take priority over Prentice Park because it looks to be in worse shape
 - Todd Gibbon collaborating on plans for trail through Superfund site
 - Joint Finance Committee rejected grant request for Kreher Park redevelopment. Need to asphalt parking lot by September 2021 by agreement with Xcel Energy. Pursuing alternate funding and investigating reasons for rejection. Also petitioning for a one-year extension.
 - East End skating rink will be flooded next week, but warming hut will stay closed for Covid safety.
- Recreation Updates
 - No tennis or archery due to covid spike. No more classes until Jan 13th. Watching for an uptick in cases, will cancel if needed.
 - Northlakes to use gym for teaching clients to use bikes

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- SPARK will start using climbing wall
- Scheduled walk times to start in January. Will be open to 1 person/family at a time with 15 minutes between appointments
- Rowan made flyers for outdoor/winter activities and how-to-dress-in-winter. Will go on Facebook soon.
- Sledding days uncertain.
- Planning and Development Updates
 - Megan McBride working with SCD students at Northland and looking for intern(s)

VI. Business Items:

- Continued Discussion and Approval to submit and Letter of Intent for a People for Bikes Grant
 - Public Works Committee prefers grant for Junction Rd/5th St Corridor project; Reasoning is that 11th St will need replacing, and that would be better time to add bike lanes/sharrows
 - Still planning to add sharrows to Vaughn next year after last layer of pavement added
 - Ullman asks how long we will wait to replace 11th St; Butler responds that while it would ideally be replaced in 5 years, it will more likely wait 7-9 years
 - Ullman asks if we could apply for grant for 11th St now then again in 7-9 years after 11th St is replaced. Hudson answers that yes, this grant is available annually.
 - Ullman argues for applying for 11th St for this grant, although the Junction Rd connector is also important
 - Butler argues for developing a systematic approach of adding sharrows after road replacement only.
 - Hudson adds that the Junction Rd project has potential for grant matches because it involves a retired railroad corridor
 - Hudson suggests signs for 11th St marking it as a bike route while awaiting sharrows
 - Ullman argues that signs work better in concert with road paint, and the striping should be the priority
 - Hudson shares projected expenses for Junction Rd/5th St Corridor project and adds planning update that it is not planned yet. Ullman adds suggestion that care is taken to alert motorists that cyclists are crossing Junction Rd there and clearly direct cyclists. Continues to say that sharrows on Junction Rd would help with both needs.
 - Motion to apply for People for Bikes grant to develop the Junction Rd/5th St Corridor connector by: Amman
 - Second by: Ullman
 - Motion carries unanimously
- Discussion on 5th St Corridor Snowmobile and Other Winter Sports Usage
 - Investigating the history of snowmobile use on the corridor due to concerns presented at City Council
- Discussion to pursue the Bay City Creek Trail Project
 - Motion to support APR in long-term effort to develop Bay City Creek Trail by: Sztzyndor
 - Second by Salmon-Tumas
 - Motion carries unanimously

V. Next Meeting Date

Jan. 27th 5-6:30pm Online

VI. Comments and Questions

Find yourself next to the water.



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VII. Adjourn

Move to adjourn by Szttyndor
Second by Amman
Motion carries unanimously

It is possible that members of and a possible quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information or speak about a subject, over which they have decision-making responsibility. Any governmental body at the above stated meeting will take no action other than the governmental body specifically referred to above in this notice. The City of Ashland does not discriminate based on race, color, national origin, sex, religion, age or disability in employment or provision of services, programs or activities. NOTE: Upon reasonable notice, the City of Ashland will accommodate the needs of disabled individuals through auxiliary aids or services. For additional information or to request this service, contact Sara Hudson at (715) 685-1644.

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PARKS & RECREATION COMMITTEE MEETING MEMO

Wednesday November 18, 2020 5:00 pm

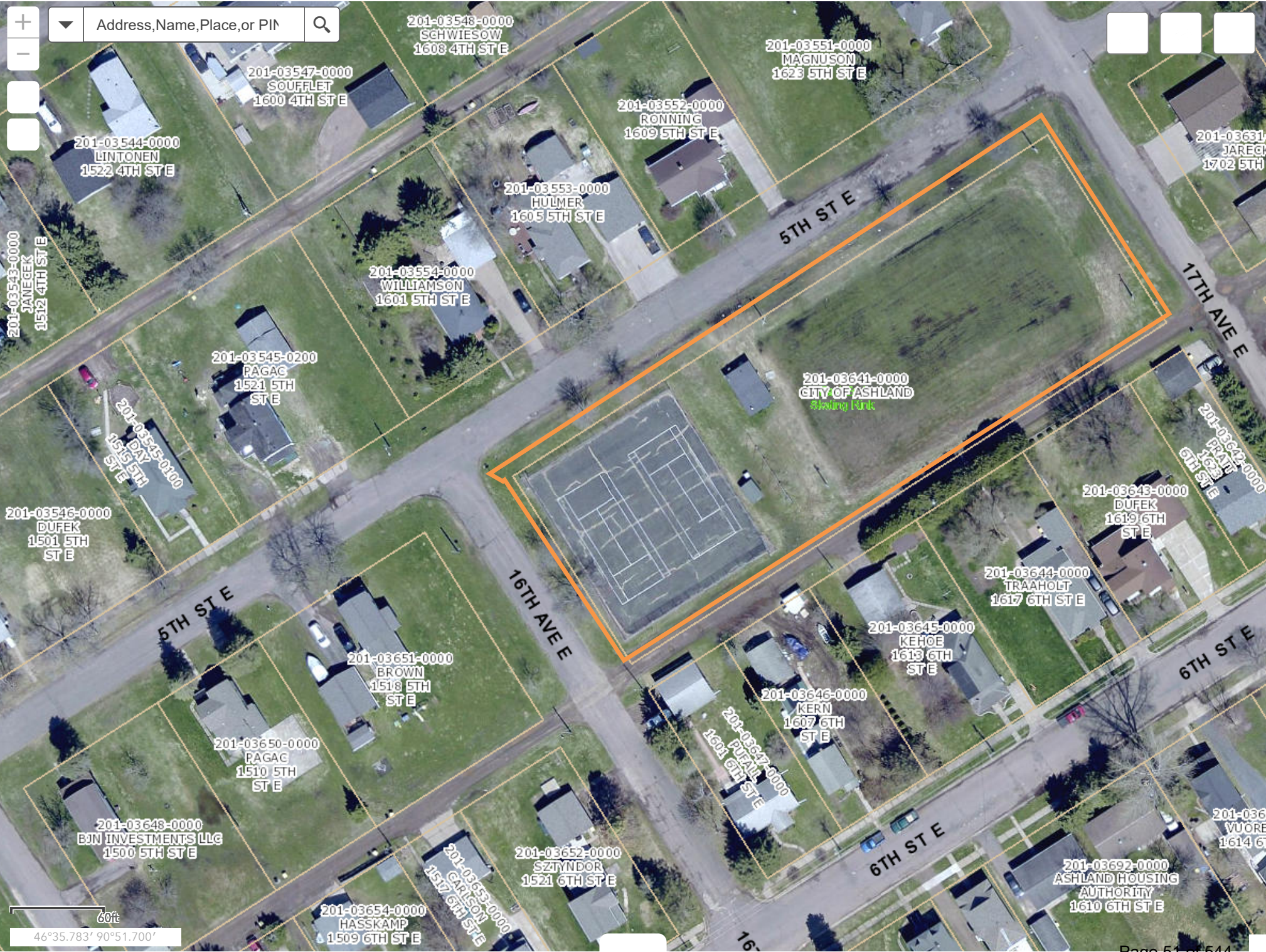
Online

Information Items

- Park Project Updates
 - Kreher Park Redevelopment
 - Oredock Ore Chute
 - Prentice Park Concession Stand
 - CivicRec
- Recreation Updates
 - Programs

Business Items:

- **Healthy Neighborhoods Project Presentation by Nicole Foster, Sustainable Community Development (SCD) Professor at Northland College**
Nicole Foster will be speaking to the PRC about the Healthy Neighborhoods Project.
- **Discussion and Approval to work on a Healthy Neighborhood Project with Northland College focusing on East End Community Park Project**
Nicole Foster will be speaking to the PRC on how her SDC students will ask residents in the East End Park neighborhood about the strengths in their community and what they would like to see in their neighborhood. Residents' opinions and experiences will be used as guidance when rehabilitating the East End Community Park. APR is seeking approval from the PRC to pursue the Healthy Neighborhood Project and work with NC.
- **Discussion on East End Community Park Project**
Internal discussion on the East End Community Park Rehabilitation.
- **Discussion and approval to name the parcel of land/area by the boathouses (N 9th Ave W) after Duane Carpenter per Parks and Recreation Policy 601.**
Per Parks and Recreation Policy 601: Park Naming Policy, the PRC must receive letters stating the reason to name or rename City lands in honor of someone. The Parks and Recreation Department has received five correspondences about naming the Boathouse area at the northern most end of 9th Ave East to memorialize Duane Carpenter. Attached you will find these requests.



Policy: Parks and Recreation 601	Park Naming Policy
Date Approved:	Approving Entity:
Date Revised: 1/18/12	Approving Entity

600.1 Intent

The intent of this policy is give guidelines to City Staff, Committee Members and the community on naming a park.

601.1 Naming of a New Park

1. City of Ashland's Planning Department as part of the platting process, identifies area(s) to be utilized as public parks and open space.
2. Parks and Recreation and Public Works Staff and the Parks and Recreation Committee are notified by City Planning staff that a plat, which includes public park area is under consideration. The PRC must vote to approve the proposed name.
4. The suggested name of the Park is forwarded to the Planning Commission. The Planning Commission conducts a public hearing in regards to all elements of the plat.
5. Planning Commission forwards the plat including the park name, on to the City of Ashland Common Council for adoption.
6. Name is then filed with the plat and becomes legally binding.

601.2 Naming/Re-Naming of an Existing Facility or Park:

1. Upon receipt of a written request for a name change, staff would, conduct preliminary research and background.
2. The Parks and Recreation Committee would decide whether to proceed with the Naming/Re-Naming Existing Facility or Park process.
3. Should the PRC wish to proceed, the matter would be referred to the Park Advisory Board for additional review and recommendation.
4. A facility or park shall not be renamed more than one time in a decade.

601.3 Procedure

Step I

- Requests for a name change shall be in writing, come from a Civic Organization (not an individual), and shall include a minimum of two letters of reference.
- Parks and Recreation Committee will initiate the Naming Process
- Parks and Recreation Staff would notify the public through newspaper, direct mail and other means suggested.

Step II

- The Parks and Recreation Committee at a regular or special meeting, will review the list of potential names.
- The Board will discuss the merits of each proposal and reduce the proposed list to three finalists.
- At the next Parks and Recreation Committee meeting the PRC shall debate the merits of the three remaining names and select a name to recommend to the Ashland City Council
- Citizens would have a second opportunity for input at this time. The final action will be to place the proposed park name on the next regular PRC meeting agenda.

- If the PRC chooses not to approve the recommended name they will return the issue to the Parks and Recreation Committee with direction.
- The process will then begin anew.
- Citizens have an opportunity again to comment.

Step III

- If the PRC chooses to approve the recommended name, the item will go to the City Council for final approval
- A minimal 30-day waiting period shall take place between Park Board recommendation and City Council action

601.4 Criteria

Listed below are the various criteria, which may be used as guidance in the naming of public parks and green spaces:

1. The name of the area associated with the park.
2. The name of the neighborhood in which the park is located.
3. The school name if adjacent to or closely identified with the park.
4. The street name adjacent to or closely identified with the park.
5. A name suggested by a property adjacent to the park.
6. The name of a local interest point or focal point near the park.
7. The name of a stream or creek adjacent to or near the park.
8. The name of a topographic feature associated with the park.
9. The name of an event or historical occurrence associated with the park or adjacent area.
10. A creative name based upon some impressions of the site.
11. A name based upon the vegetation present or the ecology of the area.
12. A name based upon the dominant feature of the site.
13. The name by which most of the neighborhood and/or area children refer to the park.
14. The name of a person who dedicates a major part or all of the land for the park.
15. The name of a person of significant stature within the community.
16. The name of an organization or group of citizens which has contributed to the development of the facility.

January 13, 2021

Michael J Dawson

13885 West Linfield Dr.
New Berlin, WI 53151
Phone: 414-378-2297
Email: mdawson2@att.net



**Sara Hudson
Parks and Rec. Department
City of Ashland**

Dear Sara:

I am writing to request that the area around the boathouses on the lakefront at the bottom of 9th Ave. East be named in honor of my father in law Duane Carpenter. He recently passed away at age 85.

Duane devoted a large part of his life to maintaining and caring for the area around his boathouse. He acquired the boathouse from his uncle approximately fifty years ago. I am personally aware of the tremendous effort he expended caring for the area. He maintained the shoreline to prevent damage to his boathouse and surrounding boathouses. He removed logs and pilings that washed into the area before they could damage the boathouses. He maintained the area around the boathouses including lawn mowing and trash removal. He was the informal groundskeeper for decades. He kept a close eye on the area to prevent damage from vandals. He allowed many people who were not family members to use the area. This allowed countless people to enjoy the area for years.

I honestly believe that without his care the area would have been reclaimed by the lake years ago. Through his efforts the area has been revitalized by the influx of new families and the investment in their own boathouses has led to a significant improvement in the area. This would not have been possible without his efforts.

I only wish this could have been done during his lifetime but it does seem to be a fitting memorial to his love for the area.

Sincerely,



Michael J Dawson

January 19, 2021

To whom it may concern,

I'm writing this letter to recommend the area of the boathouses located at the end of 9th Avenue East be dedicated to Duane Carpenter for his constant care of that area over the past 50 plus years. I think it would be appropriate to dedicate this area to him for all he has done in keeping the grounds clean and beautiful. He always made sure people felt welcome to use the area even if they did not own a boathouse. All he asked of the people that visited was to be respectful of the area and to leave the vicinity as they found it. People complied because they had respect for Mr. Carpenter and the kindness and generosity he showed everyone.

For as long as I can remember Duane Carpenter has been the overseer of the boathouses. He was always doing simple jobs such pulling logs out of the water so people could swim, keeping the lawn area mowed, and trimmed brush areas on the beach so people had a place to sunbathe and enjoy the lake. I think it would an appropriate tribute to a man that spent a lot of his time making that area beautiful.

Tom Sutarik

Sara Hudson

From: Nancy Szttyndor <nszttyndor@yahoo.com>
Sent: Tuesday, January 19, 2021 4:32 PM
To: Sara Hudson
Subject: Fw: Duane Carpenter Park

----- Forwarded Message -----

From: brinkink <brinkink@yahoo.com>
To: "nszttyndor@yahoo.com" <nszttyndor@yahoo.com>
Sent: Monday, January 18, 2021, 08:16:04 PM CST
Subject: Duane Carpenter Park

To whom it may concern,

With the sudden passing of Duane Carpenter, I believe it's fitting that the City of Ashland recognizes a great steward of the city, specifically the boathouse park area of 9Th Ave East N., and name that area after him. I knew Duane before I became one of the lucky few to have own / owned one of those special places. I believe the love that Duane " Carpes" had for that city park will not be matched. His daily attention over the last 50 years became well known by many who enjoyed that part of this city. Duane played a special role for me when he openly welcomed me and my family down there from the first day. He always encouraged anyone to find a way to enjoy that space, wether to fish around the boathouses, swim, paddle, or just visit at the bench. I believe that is what makes the boathouse area(s) unique. A safe historical place to enjoy the outdoors and that's what and how Duane practiced during his time down at the boathouses...he will be deeply missed. Please consider naming that boathouse area of 9th Ave E. N. After Duane Carpenter.

Sincerely,
Gene Brinker

[Sent from Yahoo Mail for iPad](#)

Sara Hudson

From: John Beirl <jbeirl@nsbashland.com>
Sent: Tuesday, January 19, 2021 5:25 PM
To: Sara Hudson
Subject: Duane Carpenter.

Hi Sara:

I heard that there is a motion to name the area down by the boathouses after Duane Carpenter. (May I suggest.....The Carpenter Way or Carpenter Court?)

Mr. Carpenter meant so much to all of the boathouse owners down there – I think it is a great idea and I am on board.

John H. Beirl



President
321 West Main Street
Ashland, WI 54806
715-682-2772 ext. 1243
715-682-8826 fax
beirlj@nsbashland.com
NMLS - 657866
BANK NMLS – 510020

SECURE EMAIL PORTAL – <https://nsbashland.secureemailportal.com>

PLEASE USE THE ABOVE SECURE EMAIL LINK TO SEND INFORMATION / ATTACHMENTS TO JOHN BEIRL AT NORTHERN STATE BANK.

The views of the sender may not represent those of Northern State Bank.

CONFIDENTIALITY NOTICE: This e-mail message (and any attachments) is confidential. This information is intended only for the use of the individual named above. If you are not the individual named above or have otherwise received this message in error, please do not read it. Notify us immediately by telephone (715) 682-2772 or return e-mail message that you have received this message in error, and erase or destroy the message and any hard copies you may have created.

“Some people just need a sympathetic pat on the head.....with a hammer.”
Kermit the Frog

SUBJECT: Approve an Ordinance to Amend Chapter 165 (2020-1938) Comprehensive Fee Schedule to Increase the Licensing Fee for a Mobile Food Concession Vendor (*Clerk*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: City Clerk

EXHIBITS: 1. Proposed Ordinance

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

Council as the Committee of the Whole at their March 9, 2021 meeting discussed the distance regulations and fees for the license for those wishing to operate a mobile food concession within the City of Ashland. After weighing the options, Council unanimously agreed to maintain the 300 foot distance as stated in Chapter 889, and ask for the item to be returned with a recommendation from staff as to license fee changes. The current fee for an annual license for mobile food concession vendors is \$50.

Vendors who bring their business to Ashland will vary their length of stay from a week or over a weekend, to multiple times throughout the summer months. Although it is not known if these vendors pay local business owners to operate on their private property or parking lots, but the City's Parks and Recreation Department have updated their policy to include an additional fee to conduct "Business in the Park" which includes the City's parks' lots and property. With this in mind, Council determined on March 9, 2021 to increase the current license fee.

Council also determined to revisit Chapter 889 in the future to address any updates or potential changes regarding mobile concession food vendors, should they feel the need to do so.

Staff is recommending a varied scale, below, for mobile food concession vendor license fees, to both compensate the City and not deter the business to come into Ashland.

<u>DURATION OF LICENSE</u>	<u>LICENSE FEE</u>
10 days or less (non-consecutive)	\$ 75.00
30 days (consecutive)	\$100.00
90 days (consecutive)	\$250.00
12 month (July 1 to June 30)	\$500.00

Sequential Ordinance No. 2021-1941

Chapter No. 165 (2020-1938)

ORDINANCE TO AMEND CHAPTER 165 (2020-1938) COMPREHENSIVE FEE SCHEDULE, ASHLAND CITY ORDINANCES

An ordinance adopted by the Common Council for the City of Ashland at its regular meeting of March 30, 2021 for the purpose of amending Chapter 165 (2020-1938) Comprehensive Fee Schedule Exhibit 1 to reflect changes to Mobile Concession Street Vendor license fees.

SECTION I:

Clerk Fees, Miscellaneous License Fees shall be amended to read as follows:

Mobile Concession Street Vendor	10 days or less (non-consecutive)	\$ 75.00
	30 days (consecutive)	\$100.00
	90 days (consecutive)	\$250.00
	12 month (July 1 to June 30)	\$500.00

SECTION II

This ordinance shall take effect upon passage and publication.

PASSED: March 30, 2021

PUBLISHED: April 6, 2021

Councilperson

ATTEST: _____

Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

SUBJECT: Public Hearing for Sidewalk Special Assessments Associated with the Waterfront Access Road Street Reconstruction Project (*Public Works*) Roll

RECOMMENDATION: Approve, disapprove, or otherwise modify the City Engineer's Report on Special Assessments as presented at the Public Hearing

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director

EXHIBITS:

1. Ch 612.30 (f) Sidewalk and driveway entrances, Street and Utility Construction Standards and Special Assessment Policies
2. Special Assessment Preliminary Report for Waterfront Access Road Street Reconstruction Project, March 19, 2021

EXPENDITURES REQUIRED:

\$ 83,646.31	Est. Construction Cost of Sidewalk Replacement
\$ 8,377.11	Est. Contingency
<u>\$ 18,471.73</u>	Est. Engineering Services
\$110,495.15	Total Estimated Cost

\$110,495.15	Total Est. Cost
<u>\$ 73,184.20</u>	City Portion
\$ 37,310.95	Special Assessments

AMOUNT BUDGETED: \$ 73,184.20 City Portion of Sidewalk Construction

APPROPRIATION REQUIRED: As Budgeted for 2021

TREASURER'S CERTIFICATE: N/A

COMPLIANCE WITH ORDINANCE 51: N/A

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: N/A

SUMMARY STATEMENT:

WI State Statute requires that the Governing Body conduct a Public Hearing whenever proposing special assessments for public improvements.

Preliminary assessment letters and a copy of the Public Hearing Notice have been sent to all affected property owners. The letter included the maximum anticipated special assessment amount to be charged to the property. The City's current policy for sidewalk special assessments was approved by Council in May 2006 and states that special assessments shall be calculated at the rate of 40% of the anticipated construction cost, but

special assessments for this project were calculated at the rate of 50% of the anticipated construction cost. City staff is proposing to amend the policy to 50% in the near future in order to support greater enhancements to sidewalk infrastructure throughout the City.

Chapter 612 Ordinance Street and Utility Construction Standards and Special Assessment Policies states that 100% of the cost of removal, construction, and restoration associated with the construction of sidewalk and driveway entrances shall be assessed against the abutting property. Past practice has been to exclude driveway entrances from the cost of special assessments and, as such, the cost of all driveway entrances were not included in the special assessments.

A Preliminary Report on Special Assessments associated with the Waterfront Access Road Street Reconstruction Project has been completed by the Public Works Department. A copy of this report has been made available for public review at City Hall.

The Preliminary Report will be revised to reflect any changes resulting from modifications approved by the City Council at the March 30, 2021 Public Hearing.

replacement cost.

(f) Sidewalk and driveway entrances. 100% of the cost for removals, construction and boulevard restoration shall be assessed against the abutting frontage.

(g) Special assessments - general terms and conditions. The following formulas shall apply to all of the aforementioned capital improvements projects to be assessed to property owners:

(1) Each of the capital improvements may be assessed separately or combined for assessment purposes.

(2) The overhead costs for Public Works and construction staking and inspection shall be included as a part of the total improvement cost and assessed against the abutting property in accordance with the aforementioned policies. A charge equal to 15 percent of the construction costs shall be made if it is not possible to determine the exact amount of the overhead costs applicable to a particular improvement.

(3) The cost of improvements abutting an alley or street right-of-way and unassessable frontage shall be included in the total project cost and assessed against the assessable abutting frontage.

(4) Assessments are made hereunder pursuant to the City's Police Powers.

(5) Assessments against property shall be subject to up to 12 percent annual simple interest on the unpaid balance as established by the City Council. The following schedule of payment of principal and interest shall apply to all assessments:

(A) Assessments less than \$299.99 shall be paid within three (3) years.

(B) Assessments from \$300.00 to \$499.99 shall be paid within four (4) years.

(C) Assessments from \$500.00 to \$799.99 shall be paid within seven (7) years.

(D) Assessments over \$800.00 shall be paid within ten (10) years.

(6) The following formula shall be used as the basis for levying special assessments for sanitary sewer improvements:

(A) Interior Lots and Parcels - Assess on the basis of 100 percent of the abutting frontage; except, the following exemptions shall be granted: Exempt that portion of undeveloped or partially developed lots or parcels where additional building sites of 100 feet in width can be developed providing for a minimum 15 feet wide side yard set back from existing buildings.

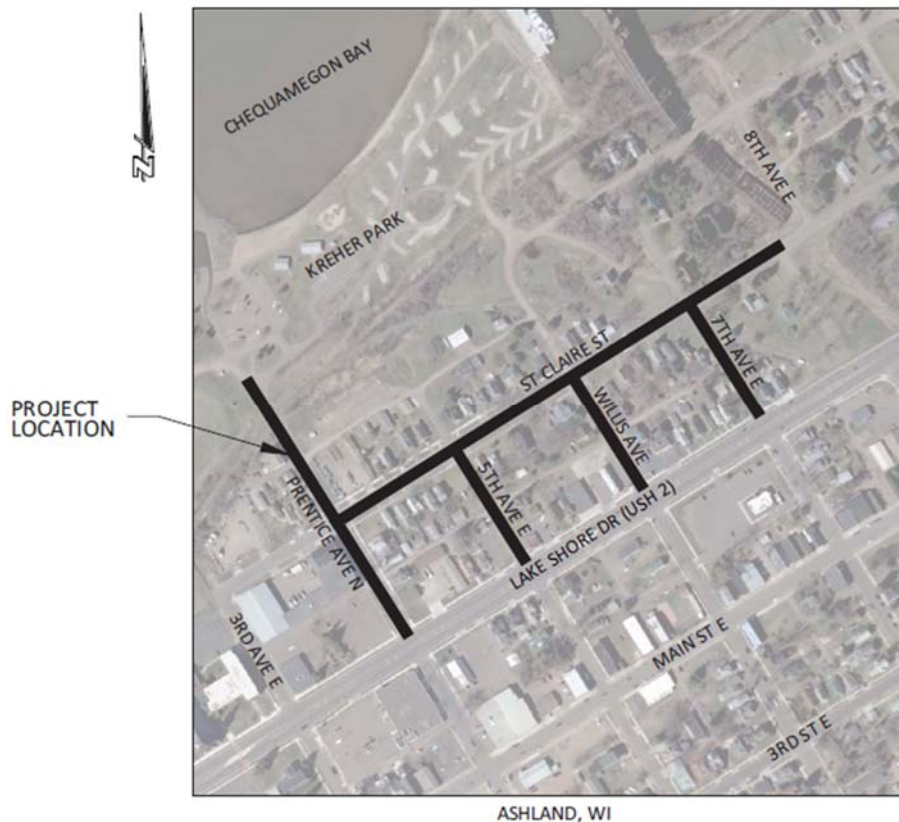
(B) Corner Lots and Parcels - Assess corner lots and parcels on the basis of 100 percent of the abutting frontage; except, the following exemptions shall be granted:



City of Ashland, Wisconsin ~ Department of Public Works

SPECIAL ASSESSMENT PRELIMINARY REPORT for WATERFRONT ACCESS ROAD STREET RECONSTRUCTION PROJECT

March 19, 2021



Prepared by the City of Ashland Public Works Department

TABLE OF CONTENTS	
PAGE	TITLE
1	REPORT OPENING STATEMENT
2-3	PRELIMINARY RESOLUTION INTENT TO LEVY SPECIAL ASSESSMENTS
4-8	CITY OF ASHLAND SIDEWALK SPECIAL ASSESSMENT POLICY
9-10	COMMITTEE OF THE WHOLE MEETING MINUTES REGARDING SIDEWALK LOCATION
11-21	SCHEDULE A1 - SPECIFICATIONS
22-34	SCHEDULE A2 - PLANS
35-36	SCHEDULE B - OPINION OF PROBABLE COST
37	SCHEDULE C - PROPOSED ASSESSMENTS



City of Ashland, Wisconsin ~ Department of Public Works
2020 6th Street East Ashland ~ WI 54806 ~ www.coawi.org

**PRELIMINARY REPORT
FOR
SIDEWALK SPECIAL ASSESSMENTS
WATERFRONT ACCESS ROAD STREET RECONSTRUCTION PROJECT**

MARCH 19, 2021

This report is submitted in accordance with the requirements of §66.0705 Stat., and the preliminary resolution of the City Council of Ashland, Wisconsin, dated January 26, 2021 determining to levy special assessments on benefited properties for public improvements related to construction of sidewalk in accordance with and at locations as further described in the following schedules:

SCHEDULE A: Project Plans and Specifications

SCHEDULE B: Opinion of Probable Cost for the Public Improvement;

SCHEDULE C: Schedule of Proposed Assessments Against Each Benefitted Parcel

The project includes reconstruction/resurfacing of St Claire Street from Prentice Avenue to Stunz Avenue, Prentice Avenue from US-2 to Kreher Park and N 5th Ave E, N Willis Ave and N 7th St E from US-2 to St Claire; replacing water main and services, replacing sanitary sewer mains and services; replacing storm sewer; construction of new sidewalk on the northerly and southerly side of St Claire Street from Willis Avenue to Stunz Avenue; and replacement of existing sidewalks as needed throughout the project area, determined by the Public Works Department and as shown on the plans.

A Public Hearing meeting is scheduled to be held during the City Council meeting on **Tuesday, March 30, 2020 at 5:30 p.m.** At the Public Hearing the Ashland Common Council will hear all interested persons, or their agents or attorneys, concerning the matter contained in the preliminary resolution authorizing the assessments and as contained in this report. All objections will be considered at this hearing and thereafter the amount of the assessments will be fully determined.

After the Public Hearing a Final Report will be produced that reflects any changes or modifications to the proposed special assessments as approved and authorized by the Ashland Common Council.

I hereby certify that the property against which assessments are proposed has been viewed in the field and found to be benefitted by said improvements under the City's police power.

John Butler, P.E.
Director of Public Works

RESOLUTION No. 17612

PRELIMINARY RESOLUTION DECLARING INTENT TO LEVY SPECIAL ASSESSMENTS UNDER MUNICIPAL POLICE POWER PURSUANT TO SEC. §66.0703, WI STATE STATUTES FOR THE WATERFRONT ACCESS ROAD PROJECT

RESOLVED, by the Ashland Common Council, City of Ashland, Wisconsin, Ashland County, Wisconsin:

1. The Ashland Common Council hereby declares its intention to exercise its police power under §66.0703, Stats., to levy special assessments upon property in the assessment district hereafter described for benefits conferred upon such property by reason of the following public work and improvements:

Concrete Sidewalk Installation and Replacement

2. The property to be assessed lies within the following described assessment district:

- a. All properties adjacent to St Claire Street from Prentice Avenue to Stuntz Avenue, City of Ashland, Ashland County, Wisconsin.
- b. All properties with existing sidewalk adjacent to Willis Avenue from St Claire Street to US Highway 2, City of Ashland, Ashland County, Wisconsin.

3. The total amount assessed against the properties in the described assessment district shall not exceed 50% of the cost of the improvements.

4. The Ashland Common Council determines that the improvements constitute an exercise of the police power for the health, safety and general welfare of the municipality and its inhabitants.

5. The City Public Works Department shall prepare a report which shall consist of:

- a. Preliminary plans and specifications for the improvements.
- b. An estimate of the entire cost of the proposed improvements.
- c. A statement that the property against which the assessment are proposed will be benefitted.
- d. Schedule of proposed assessments

6. When the report is completed, the City Public Works Department shall file a copy of the report with the City Clerk for public inspection and, if state property is to be assessed, shall mail a copy of the report to the responsible state agency and, for assessments of \$50,000 or more, to the Wisconsin State Building Commission.

7. Upon receiving the report of the Public Works Department, the City Clerk shall cause notice to be given stating the nature of the proposed improvements, the general boundary lines of the proposed Assessment District, (including a small map thereof) the time and place at which the report may be

inspected, and the time and place of the public hearing on the matters contained in the preliminary resolution and the report. This notice shall be published as a class 1 notice under Ch. 985, Stats, and copy shall be mailed, at least 10 days before the hearing, to every interested party whose address is known or can be ascertained with reasonable diligence.

8. The hearing shall be held virtually with people able to attend virtually or in person at the Ashland City Hall, 601 West Main Street, Ashland, Wisconsin, at a time set by the City Clerk in accordance with §66.0703, Stats., which shall be not less than 10 nor more than 40 days after publication.

9. The number of installments in which the assessment against any parcel may be paid shall be determined at the hearing provided for in paragraph 7, above.

PASSED: January 26, 2021

Kevin Haas

Councilperson

ATTEST: *Denise Oliphant*
Denise Oliphant, City Clerk

Debra S. Lewis
Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler Wickman
Tyler W. Wickman, City Attorney

CITY OF ASHLAND, WISCONSIN SIDEWALK SPECIAL ASSESSMENT POLICY

(Dated: March 9, 2006)

(Referenced by Ordinance No. 530; Adopted May 9, 2006)

1.0 PURPOSE

The purpose of this Policy is to assure fair and equitable cost recovery for pedestrian infrastructure improvements and to set forth a methodology determining the amount of the assessment for the improvements and circumstances on a reasonable basis. It is the policy of the City of Ashland that all properties specially benefiting from sidewalk improvements pay a portion of their fair share of the cost of such improvements.

The policies contained herein are designed to serve as a general guide for the City Council in allocating benefit to properties. The City Council reserves the right to vary from these policies if the assessments derived by imposition of the policies create obvious inequities, where the assignment of benefit to a particular property is difficult to determine, or because of extreme or unusual circumstances, or for other good reason.

2.0 SPECIAL ASSESSMENT PROCEDURES

The Wisconsin Statutes prescribe the general procedures which cities must follow to specially assess property for local improvements. Typical public improvement projects for which special assessments are levied include sidewalks and related pedestrian infrastructure elements. Pertinent statute sections include §66.0703 and §66.0907. In accordance with §66.0907, municipalities may impose assessments for the costs of laying, removing, replacing, repairing, and maintaining sidewalks. Charges for sidewalk work are levied under police powers and do not require a showing of benefit to properties charged (*Lisbon Ave. v. Town of Lake*, 134 Wis. 470, 475, 113 N.W. 1099 (1908)).

The City of Ashland adopts, makes a part of this policy by reference, and incorporates the procedures for levying special assessments as contained in Wisconsin Statutes §66.0703 and §66.0907. Whenever the provisions of this policy are contrary to those contained in §66.0703, §66.0907, or other applicable provisions of the Wisconsin Statutes or administrative regulations, the Wisconsin Statutes or administrative regulations shall control.

All special assessments levied in the City of Ashland shall be grounded in the exercise of police powers for the health, safety and welfare of the public.

It is hereby determined that all properties lying within the incorporated boundaries of the City of Ashland receive similar benefit for similar categories of improvements and therefore the rates established for the levy of special assessment shall be applied on a uniform basis throughout the City, for the benefits received, regardless of the location of the improvements and the method of financing. In no case shall the total special assessments exceed the total cost of all improvements constructed as part of the annual Capital Improvement Program (CIP).

3.0 ASSESSMENT BASIS

Special assessments are to be computed and based on a per linear foot of frontage basis (i.e., *front footage* basis), except in the case of corner lots.

The front footage of corner lots shall be determined by the side of the lot bearing the street address and front entrance of the home. All corner lots receive a maximum 140 ft. *flankage credit* for sideyard sidewalk. The assessment for corner lots shall be limited to the front footage plus any remaining side footage after deducting flankage credit. All residential corner lots receive a flankage credit equal to the length of the side yard flankage to a maximum of this 140 ft. flankage credit..

The following examples help to illustrate how corner lots are assessed:

- a) If a large 140' (front) by 150' (deep) corner lot is to receive all new sidewalks on both sides, then the assessment would be for 150 ft. total (140' of frontage plus (150' side yard minus the flankage credit of 140') = 150 ft. total).
- b) If a smaller 100' (front) by 140' (deep) corner lot is to receive all new sidewalks on both sides, then the assessment would be for 100 ft. total (100' of frontage plus 140' side yard minus the flankage credit of 140') = 100 ft. total). Likewise for a 50' or 75' wide lot.

If a corner lot did not have sidewalk on its frontage OR its frontage sidewalk is all in excellent shape, and the project calls for new sidewalk installation on its flanking side only; then the property would be assessed for only that portion of the flanking side that exceeds the 140 ft. flanking credit. For example,

- c) If a large 100' (front) by 150' (deep) corner lot is to receive a new side yard sidewalk (flanking side) only; then the special assessment would be for 10 feet (150' deep flanking side minus 140' flankage credit).

The flankage credit is determined to be 140 feet based on the fact that the typical Ashland lot is 140 ft. deep. The flanking side of a lot is not intended to be special assessed until the amount of sidewalk installed or replaced on the flank within any 20 year period exceeds 140 lineal feet.

4.0 ASSESSABLE PROJECT ELEMENTS AND COSTS

Recognizing that it is the policy of the City of Ashland to levy special assessments to recover approximately 40% of the cost of constructing sidewalk improvements; the City Council establishes the locations and priorities for sidewalk improvement projects as described in Ordinance 530, *Ordinance to Adopt a Sidewalk Construction, Maintenance, and Use Policy for the City of Ashland*.

The City Council establishes the assessment rates for sidewalk improvements. Annually the Director of Public Works/City Engineer will recommend adjustments in the special assessment rates based on construction costs experienced the previous construction season. This rate will be published in the Comprehensive Fee Schedule, adopted annually by City Council.

All construction shall be in accordance with standards as published in the most recent version of the *City of Ashland Standard Specifications for Sidewalk Construction*, unless otherwise approved in writing from the Director of Public Works/City Engineer.

Assessable project elements and costs to be included in the special assessment computations are described herein:

- a) Sidewalk Removal, Saw Cutting, and other associated demolition costs: Costs for removal, saw cutting, and other associated demolition costs of existing sidewalks is to be included with construction costs.
- b) Grading and Gravel Base: The grading and construction of a gravel base for sidewalk construction will be included with construction costs.
- c) Curb, Gutter, and Pedestrian Handicap Ramps: The construction or replacement of concrete curb and gutter associated with installation of pedestrian ramps and/or adjacent sidewalks will be included in cost computations, and shall be allocated evenly as part of general sidewalk improvement construction costs. This shall include the installation of color-contrasted truncated dome devices for visually impaired pedestrians.
- d) Sidewalk Construction Costs: New sidewalk construction, or complete replacement of existing sidewalk, is to be included in the costs for construction.
- e) Replacement Sidewalk and Repairs to Existing Sidewalk: Spot repairs of existing sidewalk, including grinding, milling, mud-jacking, or individual panel replacement is to be included in the costs for construction.
- f) Tie-in Sidewalks and Driveway Aprons: Sidewalks and driveway aprons that tie-in and connect to the public walkways (carriage and entrance walks) shall be included with general construction costs only to the extent that they are removed and replaced to facilitate construction of the new sidewalk or to accommodate necessary grade changes. General improvements elected by the property owner are not included in the general project costs; and while encouraged by the City, all such improvements and related expenditures shall be independently borne by the property owner.
- g) Boulevard (Terrace) Restoration: For the purpose of this paragraph the word boulevard (terrace) means that area between the back of the curb and the sidewalk, or, in the absence of a sidewalk, the property line.

Boulevard (terrace) restoration, seeding or sodding will be included in the cost calculations. No assessments will be made for replacement of turf located outside the street right-of-way that is required to be replaced to facilitate the matching of the existing yard to the new street construction.

- h) Retaining Walls: When it is determined that the construction of retaining walls, as part of street improvements, has a shared benefit between the property owner and the City, in that the property owner usually has larger useable lot area than would be available in the absence of the wall. The cost of constructing a retaining wall will therefore be split, with 40% of the cost of constructing the first five feet (5') of height of the retaining wall special assessed to the abutting lot. The City will pay for 60% of the cost of the first five feet (5') of height and 100% of the cost above five feet (5') of height of a retaining wall. A retaining wall shall be assessed

on a square foot basis for the amount of retaining wall constructed adjacent to the benefited property.

- i) Expected Service Life: Sidewalks and related infrastructure are judged to have a normal useable life expectancy. For the purposes of determining whether or not special assessments apply to properties, the expiration of an expected service life shall be the governing criterion. Sidewalks beyond the expected service life as noted below shall be assessed; those within the service life shall be exempt from assessments. For the purpose of this policy, the life expectancy for sidewalk improvements is as follows:

Pedestrian Handicap Ramps/Truncated Dome Devices - 20 years

Sidewalks - 20 years

Staff is proposing to increase the % of construction costs for special assessments from 40% to 50% at the 3/30/21 Council Mtg

5.0 ASSESSMENT AMOUNTS AND REPAYMENT

This section of the policy sets forth the amounts and repayment terms of special assessments.

- a) Special assessments shall be for approximately 40% of the construction costs as determined by the criteria noted above. The actual assessment rate shall be set annually and adopted by Council as part of the Comprehensive Fee Schedule.
- b) Special assessments may be paid in full following completion of the work (with no interest), or through 10 equal annual installments.
- c) The interest rate shall be 1% above the City's borrowing rate (as determined by loan or bond issuance) to cover overhead expenditures associated with administration of the program.
- d) Assessments shall be due in full upon sale or transfer of the property.
- e) The payment of special assessments through installments may be extended in cases of hardship in accordance with the City of Ashland Special Assessment Hardship Policy.

6.0 MISCELLANEOUS PROVISIONS

It is the intention of this section of the policy to clarify special circumstances, which may arise in establishing the benefit to lots as a result of public improvements completed by the City of Ashland.

- a) The policies set forth in this document do not alter the requirements of the City's subdivision and zoning codes with regard to a developer's responsibility to provide and pay for required improvements at the time that any given property is to be improved.

- b) The City of Ashland shall special assess improvements to railroad property as permitted by the Wisconsin Statutes, except as may otherwise be determined by the City Council.
- c) The City of Ashland shall bear 100% of the costs associated with constructing sidewalks on city-owned properties.
- d) The City of Ashland's utilities shall bear 100% of the costs associated with constructing sidewalks on utility properties (allocated to the appropriate utility).
- e) Projects constructed by Federal or State monies/agencies that include full payment of sidewalk construction costs as part of the respective projects are not subject to special assessments. Those that provide partial or no payment of sidewalk construction costs will be special assessed, subject to the specific requirements of pertinent federal and state funding sources.
- f) Property owners undertaking their own work, or arranging for pre-approved contractors to do so, shall not be special assessed. However, they are responsible for completing all work as described herein and in accordance with Ordinance 530.

COMMITTEE OF THE WHOLE MEETING MINUTES

The Common Council of the City of Ashland will meet as the Committee of the Whole on **February 9, 2021** immediately following the City Council meeting which begins at **5:30 PM** in the Ashland City Hall Council Chambers.

The following items will be considered:

1. Roll Call

The Tuesday, February 9, 2021 City of Ashland Committee of the Whole Meeting was called to order by Council President Kevin Haas at 7:40 p.m. via GoTo Meetings.

PRESENT: Holly George, Matt Mac Kenzie, Sarah Jackson, Kate Ullman, Ana Tochtermann, Wahsayah Whitebird, Kevin Haas, Charlie Ortman, Liz Franek, Dick Pufall, Jackie Moore.

ABSENT: None.

ALSO PRESENT: Mayor Deb Lewis, City Administrator Brant Kucera, City Clerk Denise Oliphant, Public Works Director John Butler, Planning Director Megan McBride, Intern Planning Assistant Jaclynn Findlay, Parks Director Sara Hudson, and other concerned citizens.

2. Council President's Report

Haas commented that discussion regarding the police study would continue at the next (February 23, 2021) Committee of the Whole meeting.

3. Administrator's Report

Kucera reported that the police department facility is ahead of schedule according to the construction consultant, and may possibly be complete in June 2021, two months before completion is scheduled. The State of Wisconsin is seeing a downward trend in COVID infection cases, although one case of the UK strain of the COVID variant has been identified in the State.

4. Approval of Agenda

Ortman moved, seconded by Moore to approve the agenda. The motion carried unanimously by voice vote.

5. Discussion Items

A. Presentation and Discussion Regarding the Planning and Development Department Downtown Resident Survey Results and Downtown Goals

(Planning Director)

Planning Director Megan McBride introduced and provided a Power Point to show and discuss the results of the 2020 Downtown Resident Survey, and Planning Intern Jaclynn Findlay presented the Main Street Program Goals.

B. Presentation and Discussion on Condition of Water Distribution System *(Public Works)*

Public Works Director John Butler introduced Public Works Intern Shelly Ray to discuss the Power Point presentation.

C. Discussion and Possible Action on Sidewalk Placement for the 2021 Waterfront Access Road Construction Project *(Public Works)*

Public Works Director John Butler began the conversation with an explanation of why this item was coming before Council. George moved, seconded by Moore to approve to construct sidewalks on both sides of the streets during the St. Claire Street Reconstruction Project only. This motion carried 9-2 by voice vote; opposed were Pufall and Franek.

6. Adjournment

George moved, seconded by Ortman to adjourn, and was approved by voice vote.

Respectfully Submitted,

Denise Oliphant,
City Clerk

The City of Ashland does not discriminate on the basis of sex, race, creed, color, national origin, sexual orientation, age or disability in employment or provision of services, programs or activities.

NOTE: Upon reasonable notice, the City of Ashland will accommodate the needs of disabled individuals or individuals with limited English proficiency through auxiliary aids or services. For additional information or to request this service, contact Denise Oliphant at 715-682-7071 (not a TDD telephone number) or FAX: 715-682-7048

SECTION 32 16 23
CONCRETE SIDEWALKS AND DRIVEWAYS

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes
 - 1. Excavating
 - 2. Aggregate Base Course
 - 3. Sidewalks and Steps Construction
 - 4. Curb Ramp Construction
 - 5. Curb Ramp Detectable Warning Fields
 - 6. Driveway Construction

1.02 REFERENCES

- A. American Society for Testing and Materials (ASTM)
 - ASTM A185 Specification for Welded Steel Wire Fabric for Concrete Reinforcement.
 - ASTM C31 Making and Curing Concrete Test Specimens in the Field.
 - ASTM C33 Specification for Concrete Aggregate.
 - ASTM C39 Test for Compressive Strength of Cylindrical Concrete Specimens.
 - ASTM C94 Specification for Ready-Mixed Concrete.
 - ASTM C143 Test for Slump of Portland Cement Concrete.
 - ASTM C150 Specification for Portland Cement.
 - ASTM C172 Sampling Fresh Concrete.
 - ASTM C231 Test for Air Content of Freshly Mixed Concrete by the Pressure Method.
 - ASTM C1116 Standard specification for Fiber-Reinforced Concrete
 - ASTM C1315 Specification for Liquid Membrane-Forming Compounds Having Special Properties for Curing and Sealing Concrete.
 - ASTM D1557 Test Methods for Moisture-Density Relations of Soils and Soils-Aggregate Mixtures Using 10-Lb. (4.54 Kg) Rammer and 18-In. (457 mm) Drop.
 - ASTM D1751 Specification for Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)

- ASTM E329 Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as Used in Construction.
- ASTM C618-15 Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete

- B. American Concrete Institute (ACI)
 - ACI 304 Measuring, Mixing, Transporting and Placing Concrete.
 - ACI 305 Recommended Practice for Hot Weather Concreting
 - ACI 306 Recommended Practice for Cold Weather Concreting
 - ACI 347 Guide to Formwork for Concrete

- C. American Association of State Highway and Transportation Officials (AASHTO)
 - AASHTO M105 Standard Specification for Gray Iron Castings
 - AASHTO M148 Curing Compounds

- D. Americans with Disabilities Act (ADA)
 - Accommodations Guidelines

- E. State of Wisconsin Department of Transportation (WisDOT)
 - 1. Standard Specifications, WisDOT Section 501, Concrete

1.03 ALLOWANCES

- A. If so stated in the specification “Allowances”, installation testing will be paid as an allowance. All other testing will be incidental to the Work.
- B. If there is no reference in the specification section to “Allowances”, then testing costs will be incidental to other Work items.

1.04 SUBMITTALS

- A. Action Submittals
 - 1. Current concrete design mix of composition and strength testing results for design mix for each type of concrete.

- B. Informational Submittals
 - 1. Results of all Quality Control testing.
 - 2. Daily load tickets of concrete placed.

1.05 QUALITY CONTROL

- A. Employ an independent testing laboratory approved by the Owner to provide testing services as follows:
 - 1. Material Acceptance Testing:
 - a. Design mix.
 - 2. Installation Testing:
 - a. Slump.
 - b. Air-entrainment.
 - c. Compressive strength test.
 - 3. Additional Testing:
 - a. Perform under following circumstances:
 - (1) Material failure.
 - (2) Change in ready-mix source.
 - (3) Design mix changes requested by Contractor.
- B. The following shall be in accordance with the stated references:
 - 1. Inspection and Testing: ASTM E329.
 - 2. Sampling: ASTM C172.
 - 3. Slump: ASTM C143.
 - 4. Air-Entrainment: ASTM C231.
 - 5. Compressive Strength Test: ASTM C31 and C39.
- C. Perform tests required by this section with the following frequency:
 - 1. Two tests daily or one per 100 cubic yards placed, whichever number is greater.
- D. Compressive strength test shall consist of four standard test cylinders made from a single batch of concrete:
 - 1. Test one cylinder at 7 days.

2. Test two cylinders at 28 days.
3. Test remaining cylinder in the event prior tests fail.
4. Compressive strength tests shall be considered satisfactory when 28-day tests meet the following:
 - a. Test results equal or exceed specified compressive strength.
 - b. No individual test falls more than 500 psi below specified compressive strength.
5. Failure of compressive strength tests shall result in following additional testing:
 - a. Provide two core samples of each portion of work affected and perform compressive strength tests.
 - b. Replace work if core samples do not equal or exceed specified compressive strength.

PART 2 - PRODUCTS

2.01 CONCRETE

- A. Conform to ASTM C94 and the following:
 1. Concrete shall be Grade A, air-entrained, in conformance with WisDOT Section 501.
 2. High early strength concrete shall be Grade C in conformance with WisDOT Section 501, Concrete.
 3. Seven-Day Compressive Strength: 3000 psi Minimum.
 4. Twenty-eight Day Compressive Strength: 4000 psi Minimum.
 5. Maximum Aggregate Size: 1½ inches.
 6. Air Content: 6 percent ± 1.5 percent.
 7. Maximum Water-Cement Ratio: 0.44.
 8. Slump:
 - a. Slip-Formed Concrete Pavement: 2.5 inches or less.
 - b. Not Slip-Formed with Surface Vibration Concrete Pavement: 1.5 to 3 inches.

c. Not Slip Formed with Internal Vibration: 1 to 3 inches

B. Admixtures to lower freezing point of concrete are not permitted.

2.02 AGGREGATES

A. Conform to ASTM C33.

2.03 EXPANSION JOINT

A. Conform with ASTM D1751.

B. Thickness: 1/2 inch.

2.04 CURING MATERIALS

A. Linseed Oil

1. Furnish liquid membrane-forming curing compounds composed of a blend of boiled linseed oil and high viscosity, heavy bodied linseed oil emulsified in a water solution conforming to AASHTO M 148, Type 2 Class B. Test material at an application rate of 1 gallon per 200 square feet.
2. Waive drying time requirements. The chemical requirements (volumes are exclusive of added pigments) are as follows:

<u>Oil Phase (50+/-4% by volume)</u>	<u>(Percent By Mass)</u>
Boiled Linseed Oil	80
Z-8 Viscosity Linseed Oil	20
Water Phase (50 +/-4% by volume)	100

2.05 CRUSHED AGGREGATE BASE MATERIAL

A. Construct sidewalks and driveways on a layer of compacted base aggregate dense base course, placed to the thickness of:

1. 4 inches for sidewalks, curb ramps and steps (excluding thickened sidewalk sections through driveways)
2. 6 inches for residential driveways and 8 inches for alleys, commercial, and industrial driveways.

B. Provide base material conforming:

1. Use 3/4" crushed aggregate base course (Gradation No. 3).

2. Aggregates shall consist of hard, durable particles of crushed stone or crushed gravel and a filler of natural sand, stone sand or other finely divided mineral matter.
3. Remove oversize material by screening or by crushing to required sizes.
4. Composite material shall be free from organic matter, shale, and lumps or balls of clay and shall conform to the gradation requirements below.

2.06 DETECTABLE WARNING FIELDS

- A. Furnish warning field as listed within the WisDOT approved products list. Furnish warning fields with truncated domes and conforming to AASHTO M 105, Grade 30. Fields are to be provided in the lengths and widths shown on the drawings. Required field size may be achieved by use of segmented plate fields with all segments fastened to one another.
- B. Furnish warning field from the following manufacturer(s):
 1. Neenah Foundry Company
- C. Color: Provide warning field material in the following color:
 1. Natural Finish

PART 3 - EXECUTION

3.01 PREPARING THE FOUNDATION

- A. Prepare the foundation by excavating or filling to the required elevation of the subgrade. Tamp or compact the foundation to ensure stability. In cuts, make the foundation wide enough to allow placing forms and performing concrete placement and finishing. On embankments, construct the foundation at least 2 feet wider than the proposed concrete section and extend it at least one foot beyond each end of the concrete section.
- B. Unless specified otherwise, fill holes, ruts, and other depressions in the foundation with materials similar to those in the existing foundation. The contractor may use granular or aggregate base.

3.02 PLACING AND GRADING BASE COURSE

- A. Provide base material to the thickness specified within this Section.
- B. The subgrade shall be prepared by fine grading to the lines, grades, and cross-sections shown on the drawings.
- C. Compact to minimum 100 percent of maximum dry density as determined by AASHTO Method T99 (Standard Proctor) will be required.

- D. Excess material shall be disposed of at a site provided by Contractor.

3.03 FORMS

- A. Conform to ACI 347.
- B. Forms shall be of the size, shape, and depth to construct the sidewalk and driveway as required.
- C. Brace and tie together forms to maintain position and shape.
- D. Clean and coat forms with clear, non-staining mineral or paraffin base form oil prior to placement of concrete against forms.
- E. Surfaces in contact with concrete shall be free from frost, debris, and other deleterious material.
- F. Moisten the base prior to placement of concrete.
- G. Remove laitance and other unsound material before freshly placed concrete is placed against previously placed concrete.
- H. Protect concrete from damage until it has hardened sufficiently to resist damage.

3.04 CONCRETE THICKNESS

- A. Unless noted otherwise, furnish the following minimum thicknesses:
 - 1. Standard Sidewalks, Steps: 4 inches.
 - 2. Curb Ramps: 4 inches.
 - 3. Residential Driveway: 6 inches.
 - 4. Alley, Commercial, and Industrial Driveway: 8 inches.
 - 5. Heavy Industrial Driveway: 9 inches.

3.05 TIE BARS

- A. Where sidewalk construction is not continuous, such that adjacent sections of sidewalk are constructed at different times, then the abutting sidewalk sections are to be joined together with tie bars.
- B. Place two #4 rebar 2.0 feet long by 2 feet apart centered in the walk (width and thickness). Install equal length (half of full length) into existing/abutting walk and new walk.

3.06 SLIPFORM CONSTRUCTION – SIDEWALK

- A. The use of slip form equipment will be acceptable.
- B. Coordinate the operations of mixing, delivering, and placing of the concrete to provide uniform progress with minimum stopping and starting of the sidewalk slip form machine.
- C. Slip form machine shall be capable of placing the specified sidewalk section with an adequate amount of vibration to preclude the possibility of honeycomb formation.

3.07 ENVIRONMENTAL REQUIREMENTS

- A. Hot Weather Concreting
 - 1. Follow ACI 305 whenever mean surrounding air temperature equals or exceeds 80°F (27°C).
 - 2. Do not place concrete whenever air temperature equals or exceeds 90°F (32°C).
- B. Cold Weather Concreting
 - 1. Follow ACI 306 whenever mean surrounding air temperature is below 40°F (4.5°C).
- C. Do not place concrete during rain, sleet, or snow unless protection is provided.

3.08 PLACING CONCRETE

- A. Conveying Concrete
 - 1. Convey concrete from mixer to place of final deposit by methods that will prevent separation or loss of materials.
 - 2. Equipment for chuting, pumping, or pneumatically conveying concrete shall be capable of providing a supply of concrete at site of work without separation of ingredients and without interruptions sufficient to permit loss of plasticity between successive placements.
- B. Depositing Concrete
 - 1. Place concrete on prepared and moistened foundation in a single lift.
 - 2. Deposit concrete as nearly as practicable to its final position to avoid segregation due to rehandling or flowing.

3. Carry on concreting at such a rate that concrete is at all times plastic, and flows readily into spaces between reinforcing.
4. Do not deposit concrete that has partially hardened or that has been contaminated by foreign materials.
5. Do not use retempered or remixed concrete.
6. After concreting is started, it shall be carried on as a continuous operation until placing a section is completed.
7. Thoroughly consolidate concrete by suitable means during placement, and thoroughly work concrete around reinforcement and embedded fixtures, and into corners of forms.

3.09 CONTRACTION JOINTS

- A. Locate in accordance with details and following criteria:
 1. Through sidewalks at uniform intervals at a 5 foot typical spacing. Contraction joint spacing should typically match adjacent sidewalk sections.
 2. Driveways: Place contraction joints parallel to curb line at 6 foot maximum spacing. Place contraction joints at right angles to the curb line at an 8 foot maximum spacing. Center joints to create symmetrical sections.
 3. Joints shall not deviate more than five degrees from a right angle measured at intersecting joints or flatwork edge, and more than ½ inch from a straight line.
- B. Joint Dimensions
 1. Depth:
 - a. Minimum 1 inch or one-fifth of slab depth whichever is greater.
 2. Width:
 - a. Minimum ⅛ inch for sawed joints, ¼ inch for other types.
 - b. Maximum ¼ inch for sawed joints, ⅜ inch for other types.

3.10 EXPANSION JOINTS

- A. Install location and geometry of expansion joints as shown on the Drawings or according to the following criteria:

1. At right angle or tee intersections.
 2. At sidewalk and stoop intersections.
 3. Where sidewalk and driveway adjoin vertical surfaces.
 4. Where sidewalk and driveway adjoin existing pavements.
 5. Maximum spacing 50 feet.
 6. Where miscellaneous structures impede sidewalk.
- B. Extend filler full width and depth of concrete, with top slightly below finished surface of concrete.

3.11 FINISHING

- A. Strike off concrete to a true and even surface.
- B. Finish float and trowel surface smooth.
- C. Brush or lightly broom surface at right angles to traffic.

3.12 CURING

- A. Start curing activities as soon as free water has disappeared from the surface of concrete after placing and finishing.
- B. Apply curing compound to all exposed surfaces by spraying a uniform coating in such a manner as to provide a continuous water impermeable surface. Apply in accordance with manufacturer's recommendations to limit loss of water to not more than 0.40 kg/m² in 72 hours.
- C. Maintain all exposed concrete surfaces moist for the first 7 days after placement
- D. Under hot weather conditions, conform to ACI 305.
- E. Under cold weather conditions, conform to ACI 306.
- F. During curing period, protect concrete from damaging mechanical disturbances, water flow, loading, shock, and vibration.

3.13 EXISTING CONCRETE FLATWORK

- A. When abutting to existing flatwork, provide the following:
1. Saw cut existing concrete at construction limits.
 2. Install expansion joints between existing and new construction.

3.14 CURB RAMPS

- A. Install curb ramps in the locations shown on the Drawings.
- B. Provide ramp type, widths, cross slopes, running slopes and lengths as shown on the Drawings.
- C. Install detectible warning fields to the orientation shown on the Drawings for each ramp location. Install warning field plate in manner that all edges of the plate are flush with pavement.
- D. Ramps shall be constructed in accordance with current ADA requirements.

3.15 PROTECTION OF WORK

- A. Place and maintain suitable barricades and, if necessary, provide personnel to keep traffic off the newly constructed pavement until pavement is opened for service. Protect the pavement against both public traffic and construction activities. Repair or replace pavement damaged by traffic or otherwise damaged before acceptance as the Engineer directs. Arrange to have available materials for protecting the unhardened concrete against rain damage.
- B. If rain is pending, cover unhardened concrete immediately with plastic or other approved material secured along pavement edges. Provide drainage as required to protect the work.

3.16 OPENING TO TRAFFIC

- A. No pedestrian traffic allowed for a period of at least 3 days after placing concrete. No vehicular traffic allowed for a period of at least 7 days or until concrete has attained a compressive strength of at least 3,000 pounds per square inch.

END OF SECTION

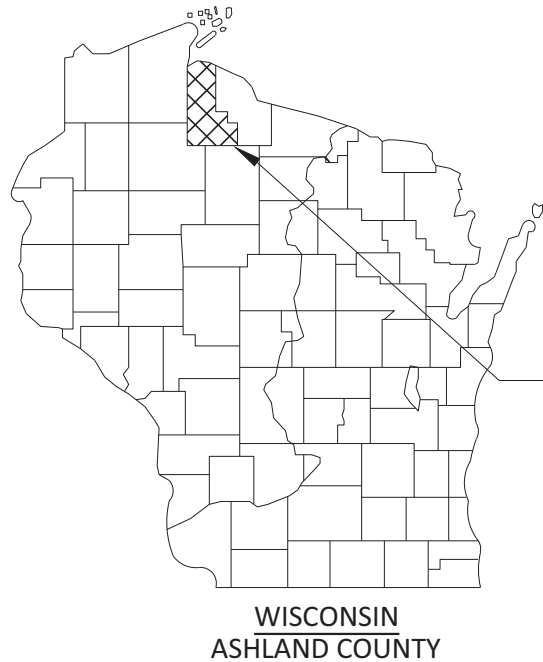
CITY OF ASHLAND

WATERFRONT ACCESS ROAD PROJECT

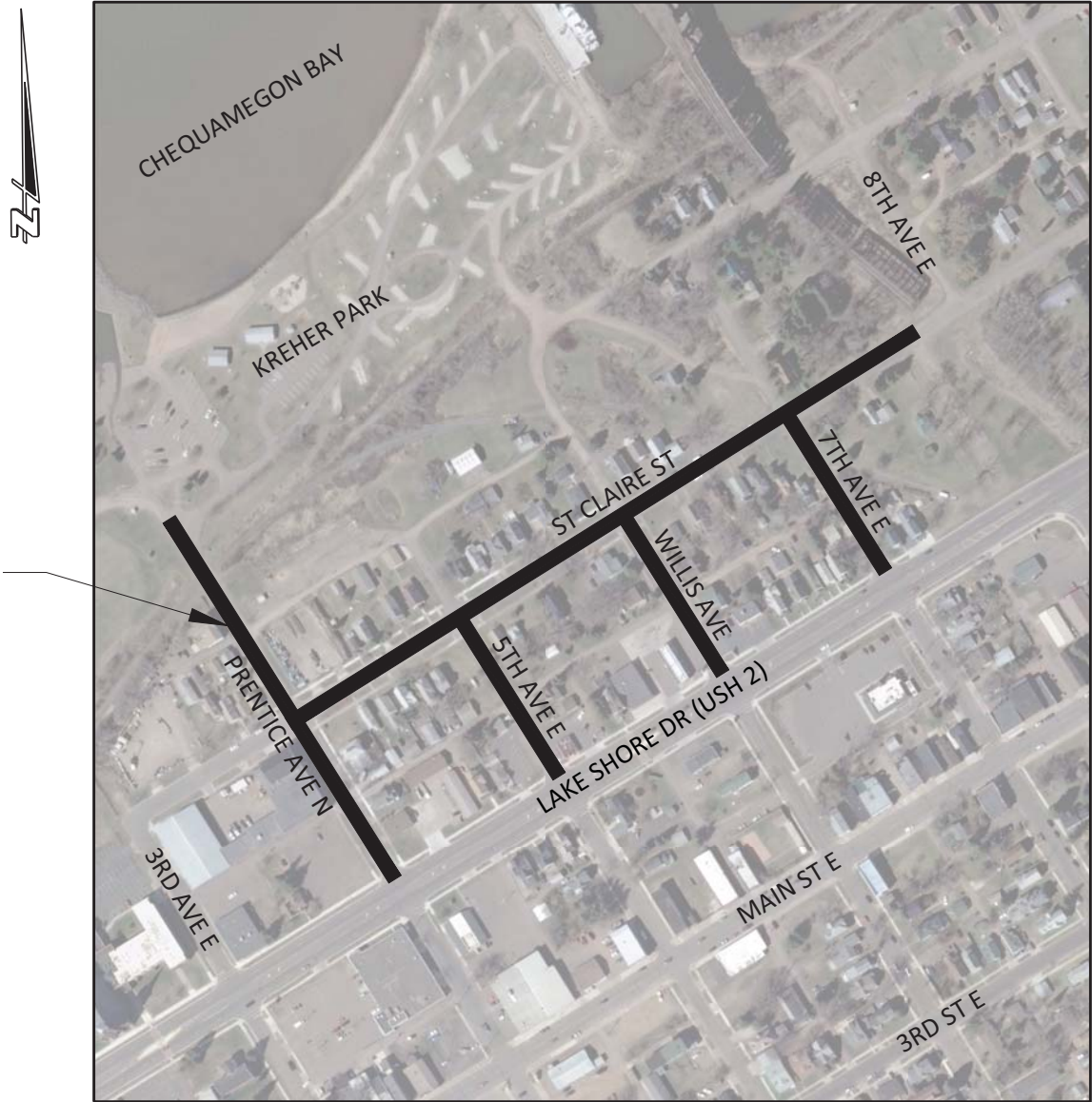
ST CLAIRE ST, PRENTICE AVE N, 5TH AVE E, WILLIS AVE, 7TH AVE E

ASHLAND COUNTY, WISCONSIN

WisDOT LRIP-S PROJECT



PROJECT
LOCATION



ASHLAND, WI

SHEET INDEX

SHEET	SHEET DESCRIPTION
1	TITLE SHEET
2	GENERAL NOTES
3	PROJECT OVERVIEW
4-7	TYPICAL SECTIONS
8	INTERSECTION DETAILS
9	EROSION CONTROL PLAN
10	TRAFFIC CONTROL PLAN
11-13	UTILITY PLAN & PROFILE - SAINT CLAIRE STREET
14-16	STREET PLAN & PROFILE - SAINT CLAIRE STREET
17-18	STREET/UTILITY PLAN & PROFILE - PRENTICE AVENUE N
19	STREET PLAN & PROFILE - 5TH AVENUE E
20	STREET PLAN & PROFILE - WILLIS AVENUE E
21	STREET PLAN & PROFILE - 7TH AVENUE E
22-29	CROSS SECTIONS - SAINT CLAIRE STREET
30-32	CROSS SECTIONS - PRENTICE AVENUE N
33-35	CROSS SECTIONS - 7TH AVENUE E

JOB NO.
A2920-014
DRAWN BY
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CHECKED BY
BDC
DATE
FEB 2021
REVISIONS
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Madison, WI 53718
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FAX 608-249-5824

1496 Bellevue Street
Green Bay, WI 54311
920-491-9081
FAX 920-491-9020

604 Wilson Ave
Menomonee, WI 54751
715-235-9081
FAX 715-235-2727

CITY OF ASHLAND
WATERFRONT ACCESS ROAD PROJECT
ASHLAND COUNTY, WISCONSIN
TITLE SHEET

SHEET NO.
1 OF 35

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME
OR UNDER MY PERSONAL DIRECTION AND CONTROL AND
THAT I AM A DULY REGISTERED PROFESSIONAL UNDER THE
LAWS OF THE STATE OF WISCONSIN.

22

Page 88 of 544

STANDARD SYMBOLS

EXISTING WATER VALVE

PROPOSED WATER VALVE

EXISTING CURBSTOP

PROPOSED CURBSTOP

PROPOSED MANHOLE

EX. SAN. MANHOLE

EX. STORM MANHOLE

EXISTING CATCH BASIN OR INLET

PROPOSED HYDRANT

CLEANOUT

TELEPHONE PED

UTILITY POLE

GUY WIRE ANCHOR

ELECTRIC PEDESTAL

LIGHT POLE

CABLE TV PEDESTAL

CONIFEROUS TREE

DECIDUOUS TREE

ANY STUMP

SHRUB

PROPOSED CULVERT

1-POST SIGN

2-POST SIGN

TRAFFIC SIGNAL

IRON ROD

BENCHMARK OR SECTION CORNER LOCATION

SECTION CORNER

IRON PIPE

CONTROL POINT

R/W
EXISTING RIGHT OF WAY

R/W
PROPOSED RIGHT OF WAY

SOIL BORING

PIEZOMETER

MONITORING/WATER WELL

800
EXISTING CONTOURS

800
PROPOSED CONTOURS

CAUTION
COMBUSTIBLE FLUID

TREE LINE

TRAFFIC FLOW

CENTERLINE

HANDICAP

MAILBOX

MARSH/WETLAND

RAILROAD TRACKS

SILT FENCE
(SLOPE TOE)

BARBED WIRE FENCE

CHAINLINK FENCE

WOODEN FENCE

SHORELINE

STONEWALL

GORRDRAIL

TEXT

UTILITY LINE WITH TEXT

STM=STORM SEWER
SAN=SANITARY SEWER

TV=CABLE TELEVISION

UGE/OE=ELECTRIC

TEL=TELEPHONE

GAS=GAS

WTR=WATER

SAN
PROPOSED SANITARY SEWER

STM
PROPOSED STORM SEWER

WTR
PROPOSED WATERMAIN

FM
PROPOSED FORCEMAIN

UTILITIES

CITY OF ASHLAND
2020 6TH ST E
ASHLAND, WI 54806
JOHN BUTLER, PUBLIC WORKS DIRECTOR
PHONE: (715) 682-7061
CELL: (715) 681-0410
jbutler@coawi.org

XCEL ENERGY
2400 FARM ROAD
ASHLAND, WI 54806
MURRAY SMERER
(715) 682-6928
murray.j.smerer@xcelenergy.com

CHARTER/SPECTRUM
1810 LAKESHORE DR E
ASHLAND, WI 54806
JAMEY OLDEEN
PHONE: 715-719-0561
CELL: 715-651-74887
jamey.oldeen@charter.com

CENTURYLINK
425 ELLINGSON AVE
HAWKINS, WI 54530
BENJAMIN BAKER
715-567-0725
ben.baker@centurylink.com

ABBREVIATIONS

AD	SLOPE CHANGE
ADJ	ADJUST
APPROX	APPROXIMATE
BC-BC	BACK OF CURB TO BACK OF CURB
BC	BACK OF CURB
BEG	BEGIN
BM	BENCH MARK
BR	BEGIN RADIUS
C&G	CURB AND GUTTER
CL	CENTERLINE
CONC	CONCRETE
CP	CONTROL POINT
CY	CUBIC YARD
DIA	DIAMETER
DWY	DRIVEWAY
EA	EACH
EL / ELEV	ELEVATION
ER	END RADIUS
EX	EXISTING
FL	FLOW LINE
FT	FEET
GRND	GROUND
HP	HIGH POINT
HYD	HYDRANT
INL	INLET
INV	INVERT
K	RATE OF VERTICAL CURVATURE
L	LENGTH
LAT	LATERAL
LF	LINEAR FEET
LP	LOW POINT
LT	LEFT
MAX	MAXIMUM
MH	MANHOLE
MIN	MINIMUM
MR	MID RADIUS
N.T.S.	NOT TO SCALE
OE	OVERHEAD ELECTRIC
O/S	OFFSET
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PI	POINT OF INTERSECTION
PR	PROPOSED
PT	POINT OF TANGENCY
PVC	POINT OF VERTICAL CURVATURE
PVC	POLY-VINYL CHLORIDE
PVI	POINT OF VERTICAL INTERSECTION
PVT	POINT OF VERTICAL TANGENCY
QTY	QUANTITY
RAD	RADIUS
RCP	RE-INFORCED CONCRETE PIPE
PL	PROPERTY LINE
RW	RIGHT-OF-WAY
RP	RADIUS POINT
RT	RIGHT
SAN	SANITARY
SDWK	SIDEWALK
SF	SQUARE FEET
STA	STATION
STH	STATE TRUNK HIGHWAY
STM	STORM
SY	SQUARE YARDS
TC	TOP OF CURB
TEL	TELEPHONE
TYP	TYPICAL
UGE	UNDERGROUND ELECTRIC
VAR	VARIES OR VARIABLE
VC	VERTICAL CURVE
WTR	WATERMAIN

Alignment: N PRENTICE ST

Tangent Data			
Description	PT Station	Northing	Easting
Start:	30+00.000	324667.27	501641.423
End:	30+96.157	324588.09	501695.981

Tangent Data			
Parameter	Value	Parameter	Value
		S 34° 34'	
Length:	96.157	Course:	05.3443" E

Curve Point Data			
Description	Station	Northing	Easting
PC:	30+96.157	324588.09	501695.981
RP:		324304.4	501284.256
PT:	31+15.238	324572.18	501706.505

Circular Curve Data			
Parameter	Value	Parameter	Value
Delta:	02° 11' 11.1639"	Type:	RIGHT
Radius:	500		
Length:	19.08	Tangent:	9.541
Mid-Ord:	0.091	External:	0.091
		S 33° 28'	
Chord:	19.079	Course:	29.7623" E

Tangent Data			
Description	PT Station	Northing	Easting
Start:	31+15.238	324572.18	501706.505
End:	34+92.219	324253.82	501908.4

Tangent Data			
Parameter	Value	Parameter	Value
		S 32° 22'	
Length:	376.982	Course:	54.1804" E

Tangent Data			
Description	PT Station	Northing	Easting
Start:	34+92.219	324253.82	501908.4
End:	38+31.508	323966.92	502089.521

Tangent Data			
Parameter	Value	Parameter	Value
		S 32° 15'	
Length:	339.289	Course:	50.9110" E

Alignment: St Claire St

Tangent Data			
Description	PT Station	Northing	Easting
Start:	10+00.000	324190.9	501808.827
End:	27+32.417	325116.33	503273.352

Tangent Data			
Parameter	Value	Parameter	Value
		N 57° 42'	
Length:	1732.417	Course:	39.9516" E

Alignment: 5TH AVE E

Tangent Data			
Description	PT Station	Northing	Easting
Start:	40+00.000	324504.31	502181.389
End:	41+73.883	324359.66	502277.877

Tangent Data			
Parameter	Value	Parameter	Value
		S 33° 42'	
Length:	173.883	Course:	14.4987" E

Curve Point Data			
Description	Station	Northing	Easting
PC:	41+73.883	324359.66	502277.877
RP:		323860.24	501529.154
PT:	42+16.120	324323.98	502300.481

Circular Curve Data			
Parameter	Value	Parameter	Value
Delta:	02° 41' 19.9422"	Type:	RIGHT
Radius:	900		
Length:	42.237	Tangent:	21.122
Mid-Ord:	0.248	External:	0.248
		S 32° 21'	
Chord:	42.233	Course:	34.5276" E

Tangent Data			
Description	PT Station	Northing	Easting
Start:	42+16.120	324323.98	502300.481
End:	44+29.565	324141.05	502410.462

Tangent Data			
Parameter	Value	Parameter	Value
		S 31° 00'	
Length:	213.445	Course:	54.5565" E

Alignment: WILLIS AVE

Tangent Data			
Description	PT Station	Northing	Easting
Start:	50+00.000	324699.92	502491.241
End:	54+29.557	324336.54	502720.316

Tangent Data			
Parameter	Value	Parameter	Value
		S 32° 13'	
Length:	429.557	Course:	38.9446" E

Alignment: 7TH AVE E

Tangent Data			
Description	PT Station	Northing	Easting
Start:	60+00.000	324895.32	502800.681
End:	64+29.517	324531.97	503029.734

Tangent Data			
Parameter	Value	Parameter	Value
		S 32° 13'	
Length:	429.517	Course:	38.8381" E

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FAX 715-235-1727

CITY OF ASHLAND
WATERFRONT ACCESS ROAD PROJECT
ASHLAND COUNTY, WISCONSIN
GENERAL NOTES

DIGGERS HOTLINE

Dial 811 or (800) 242-8511

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BENCHMARKS				
PNT	NORTHING	EASTING	ELEV	DESC
10	324449.88	502174.00	638.13	TNH
11	324443.68	502235.14	633.54	CHISELED X
12	324425.30	502232.74	633.92	CHISELED X
13	324816.11	502853.31	632.98	CHISELED X
CONTROL POINTS				
PNT	NORTHING	EASTING	ELEV	DESC
1	324275.93	501867.43	635.74	PK NAIL
2	324497.58	501787.94	631.12	PK NAIL
3	324448.61	502220.96	633.80	PK NAIL
4	324632.82	502578.33	633.46	PK NAIL
5	324840.55	502837.87	632.68	PK NAIL
6	325028.39	503175.02	631.88	PK NAIL
7	324911.75	503083.70	633.53	REBAR
8	324521.32	502387.26	634.26	PK NAIL
9	324877.42	502839.86	631.75	BRASS CAP

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WATERFRONT ACCESS ROAD PROJECT

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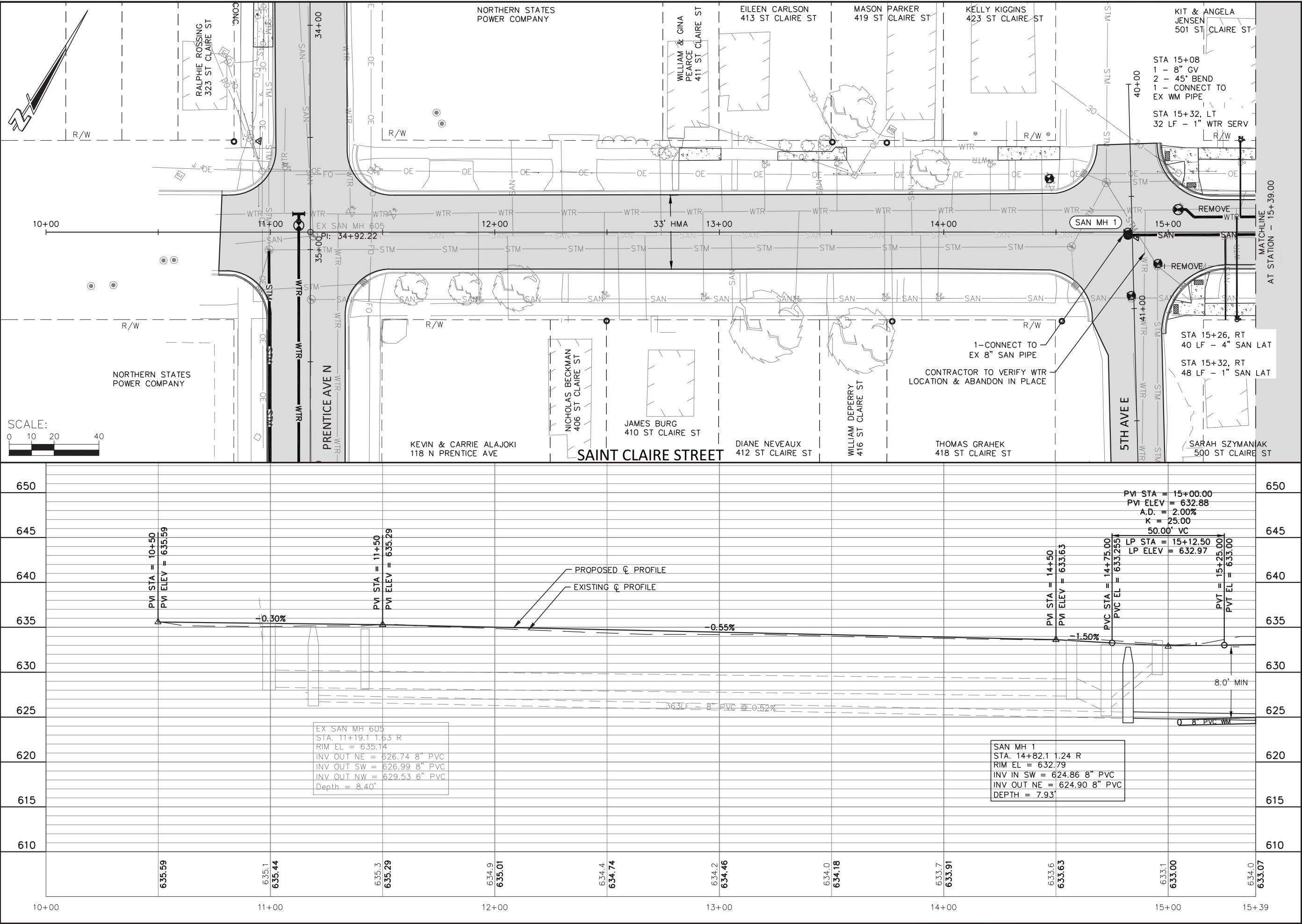
PROJECT OVERVIEW

SHEET NO.
3 OF 35

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Page 90 of 544

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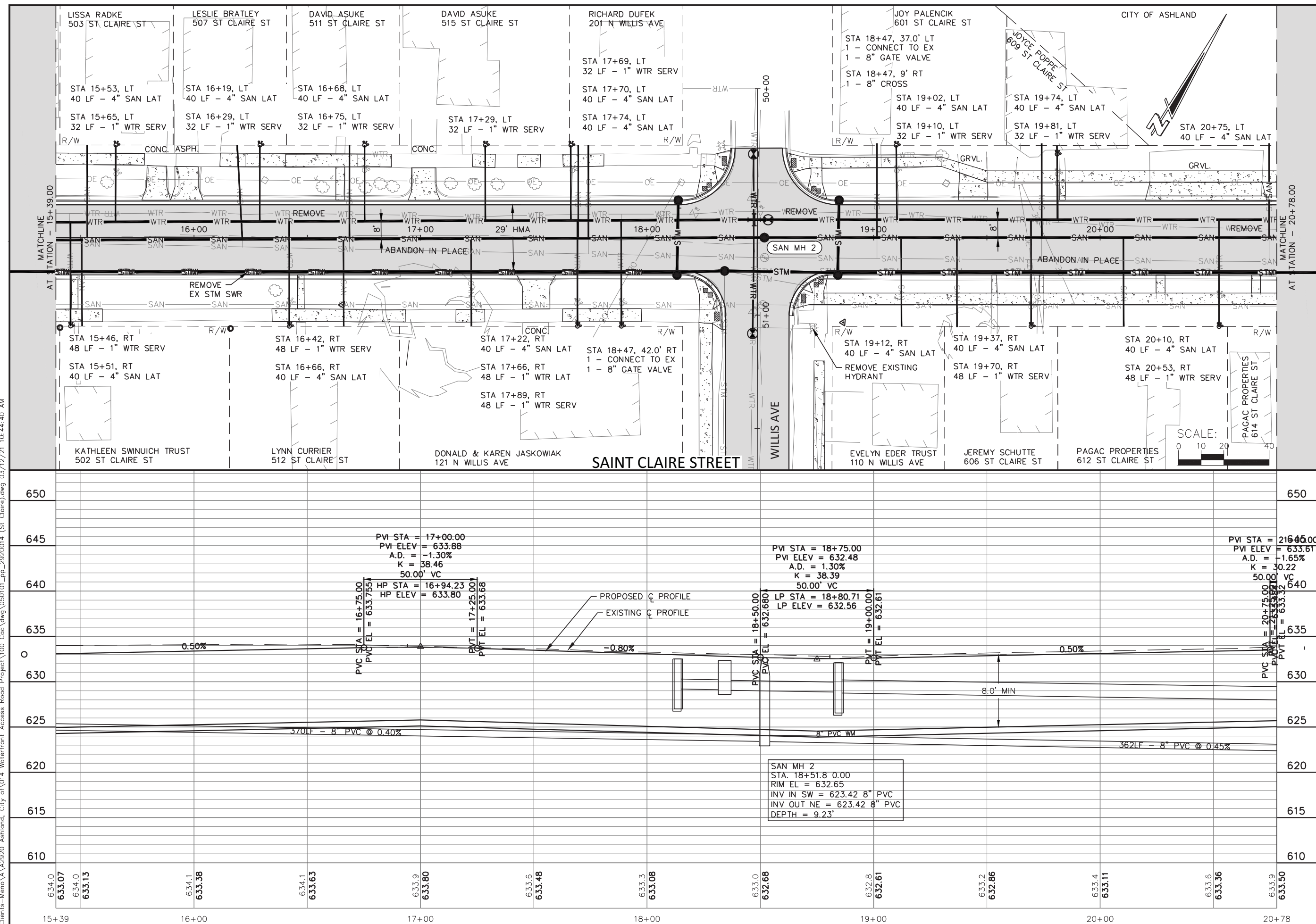
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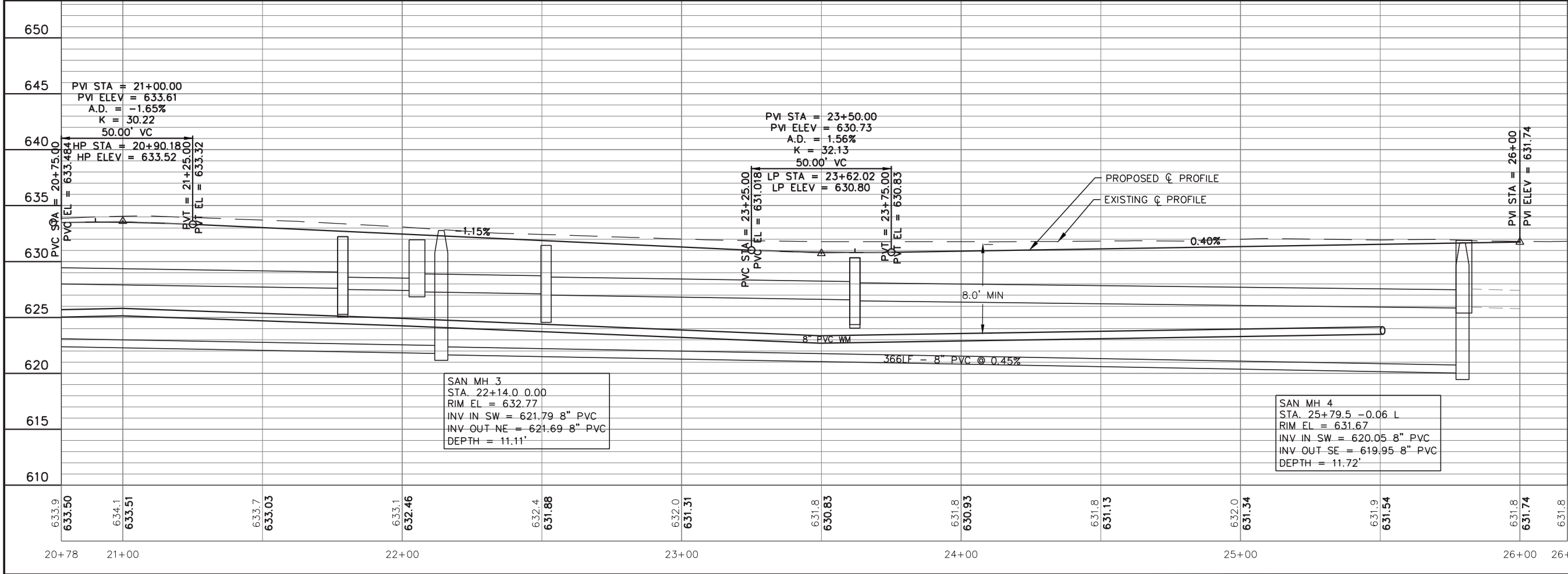
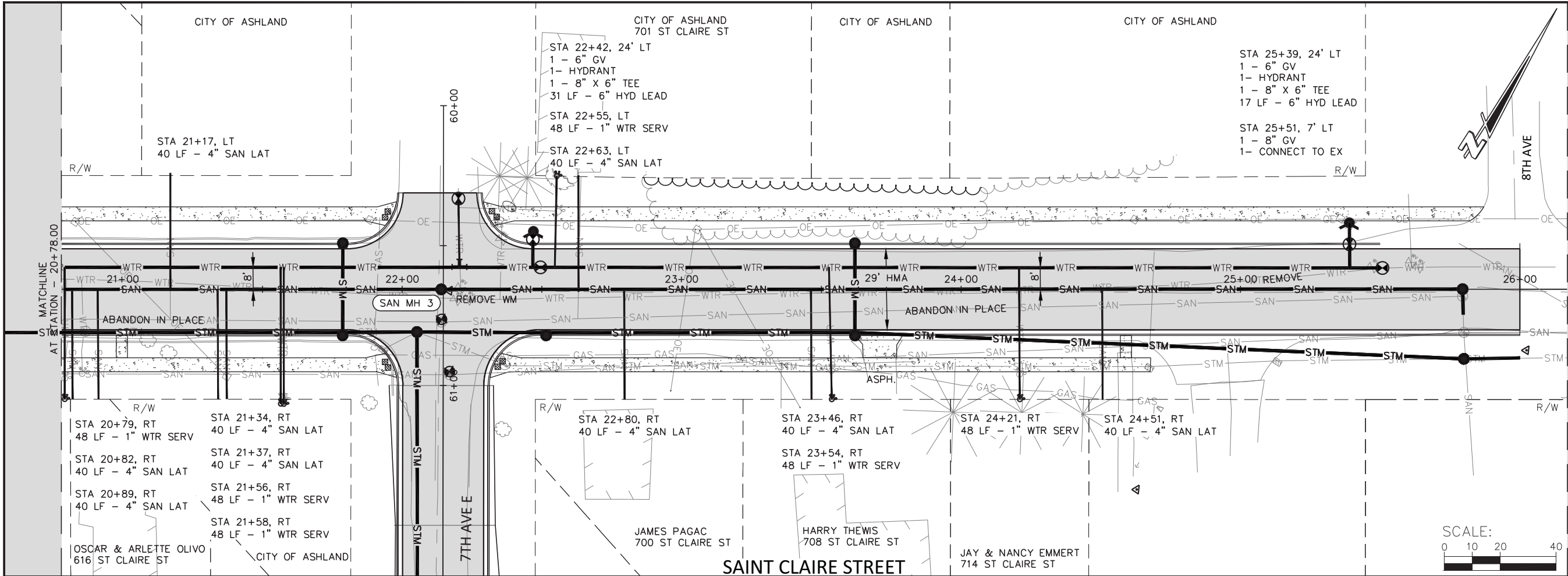
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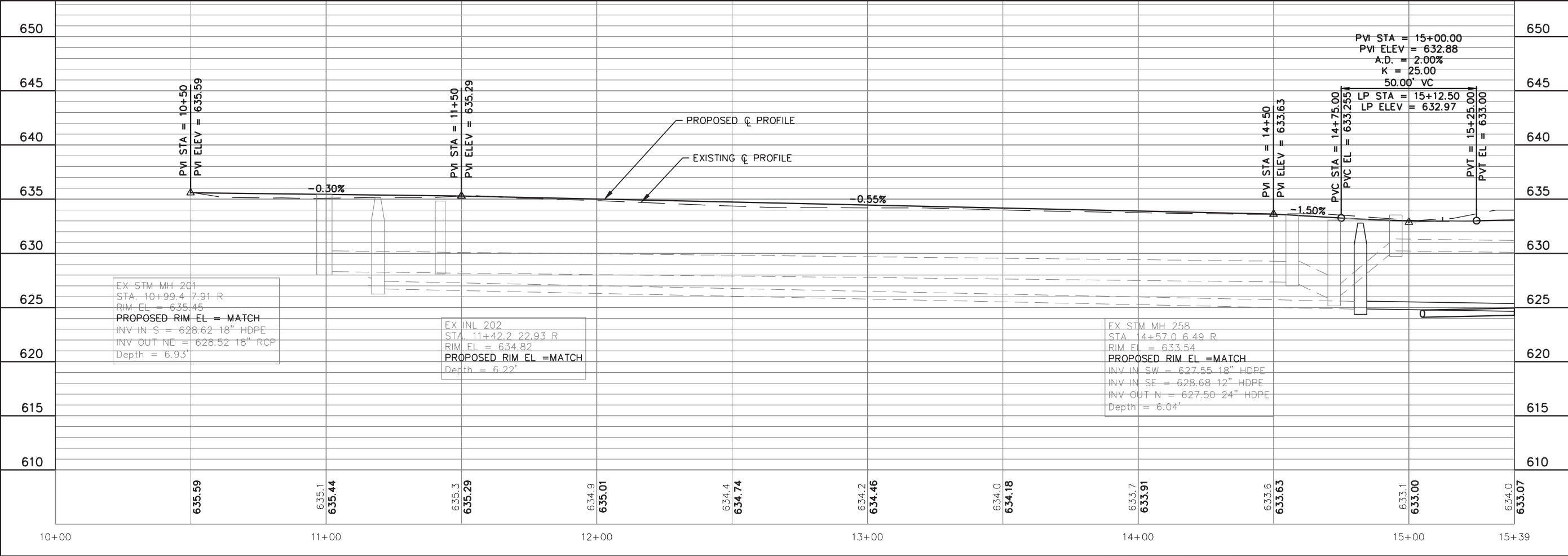
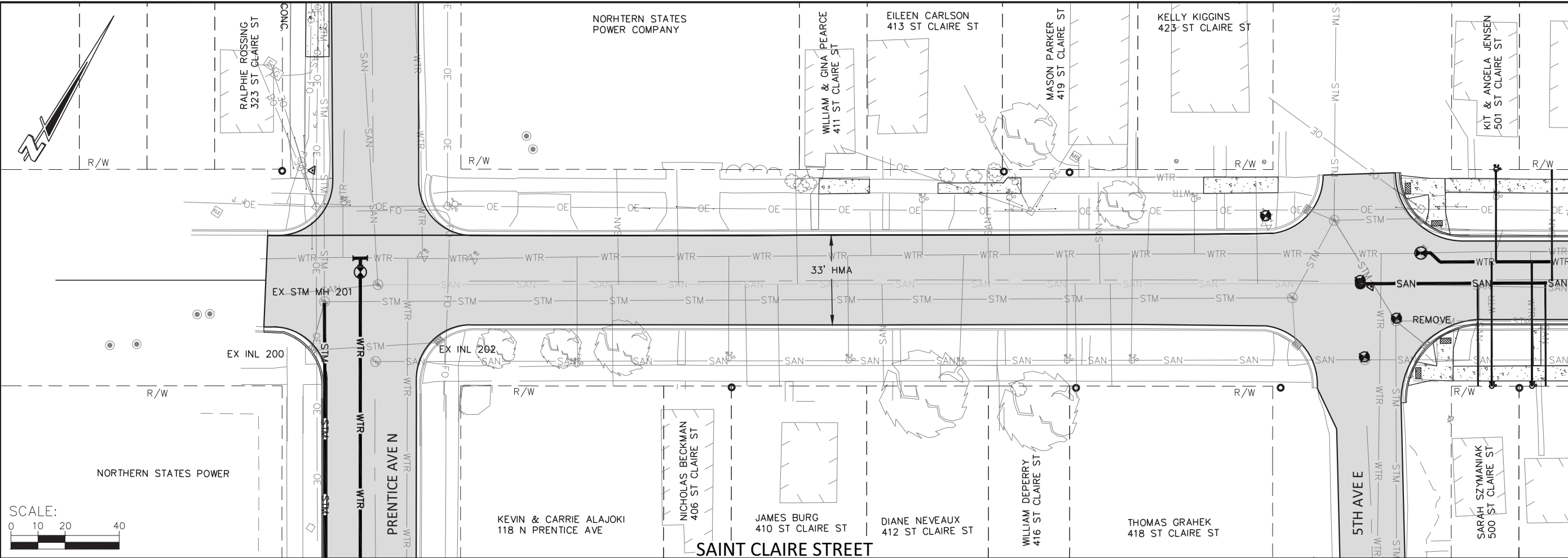
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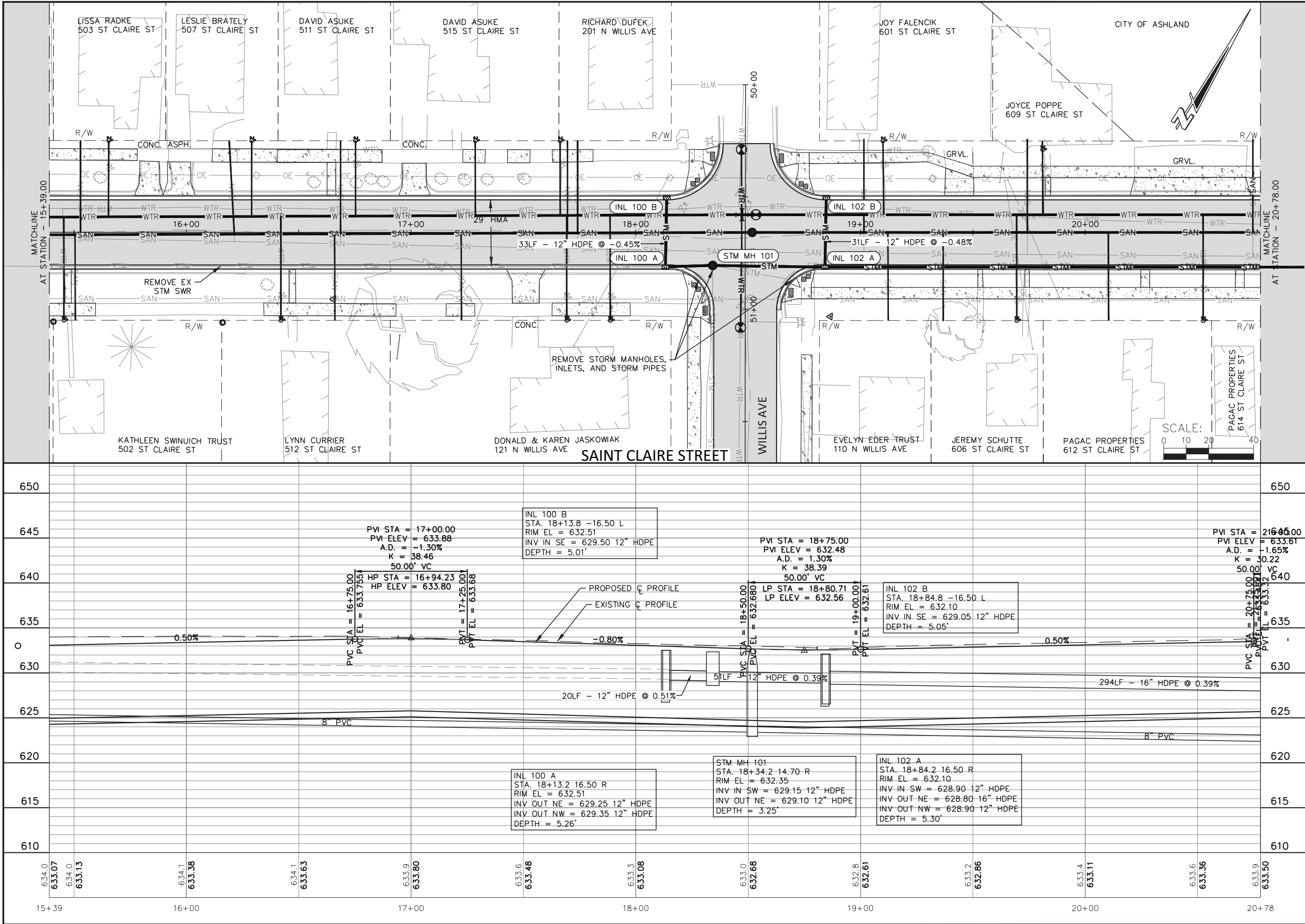
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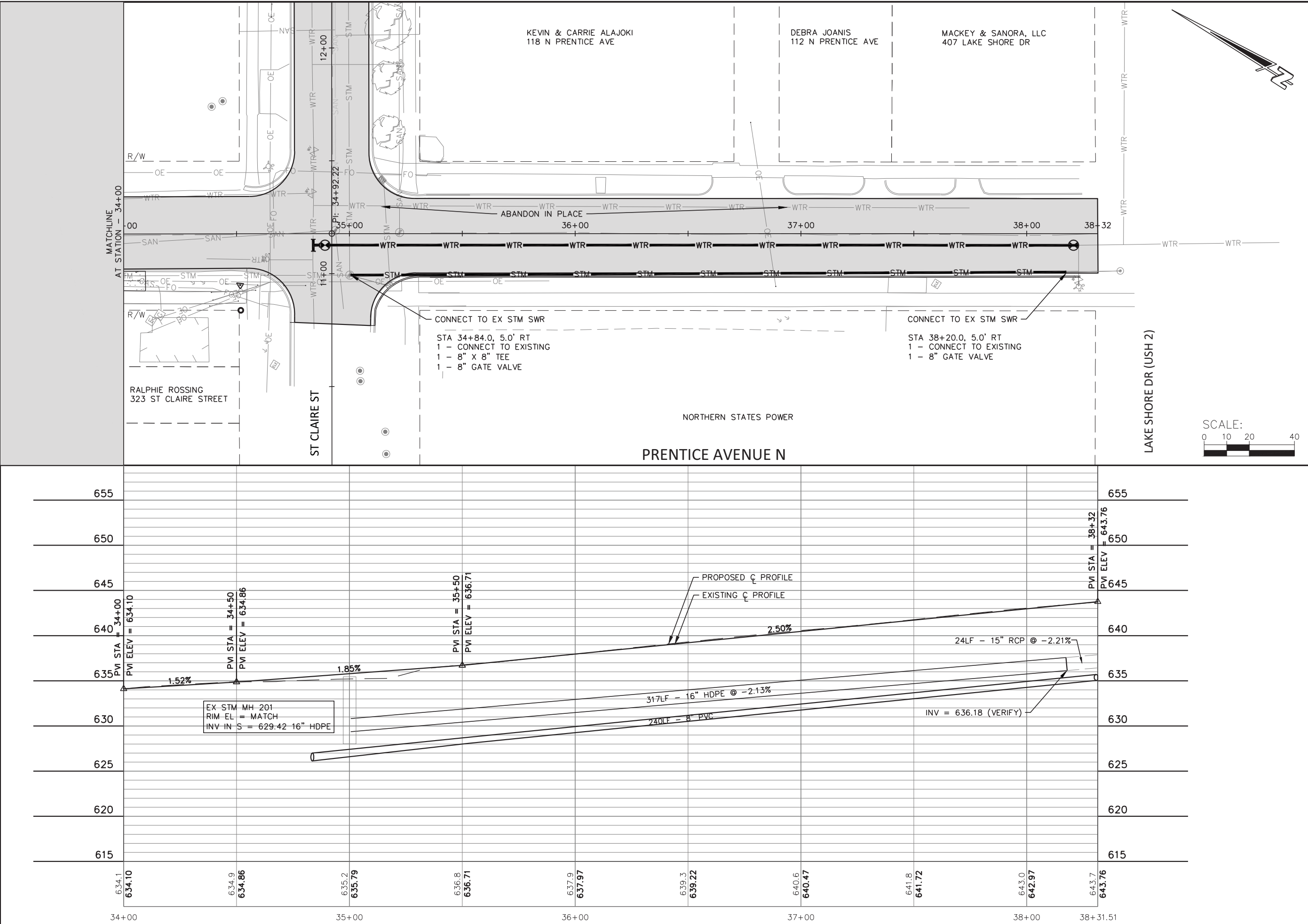
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15 OF 35

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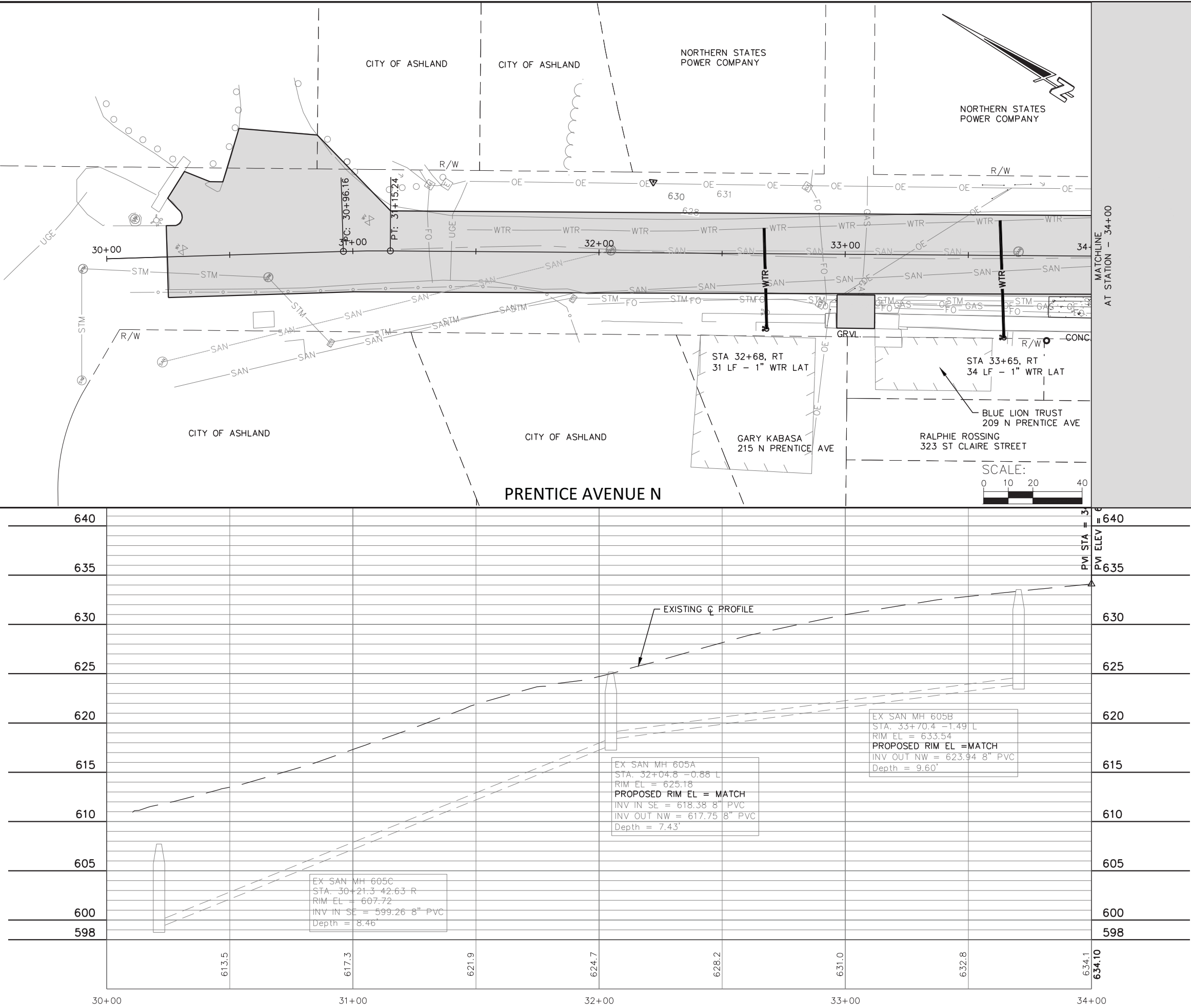
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17 OF 35

Page 97 of 544

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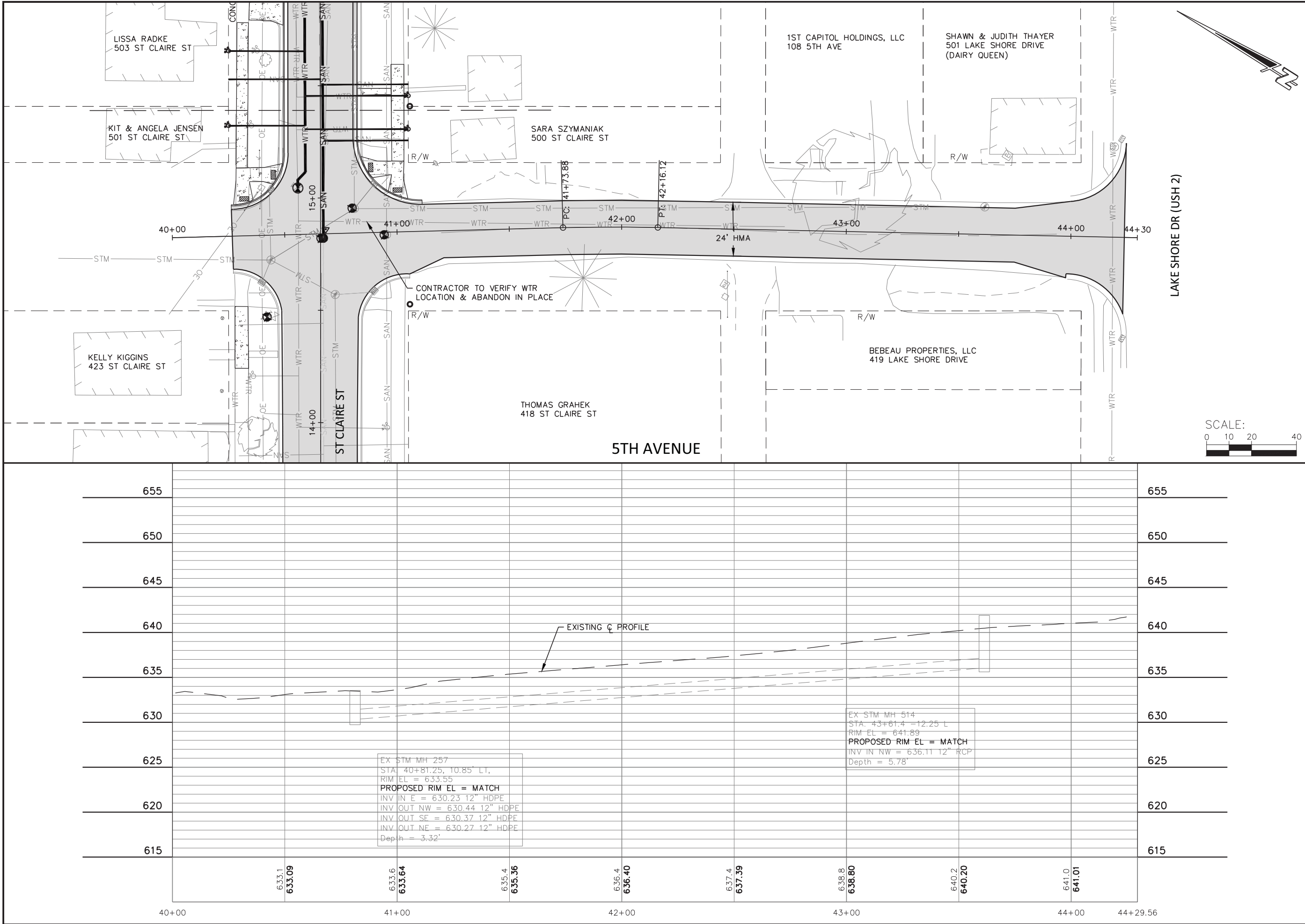
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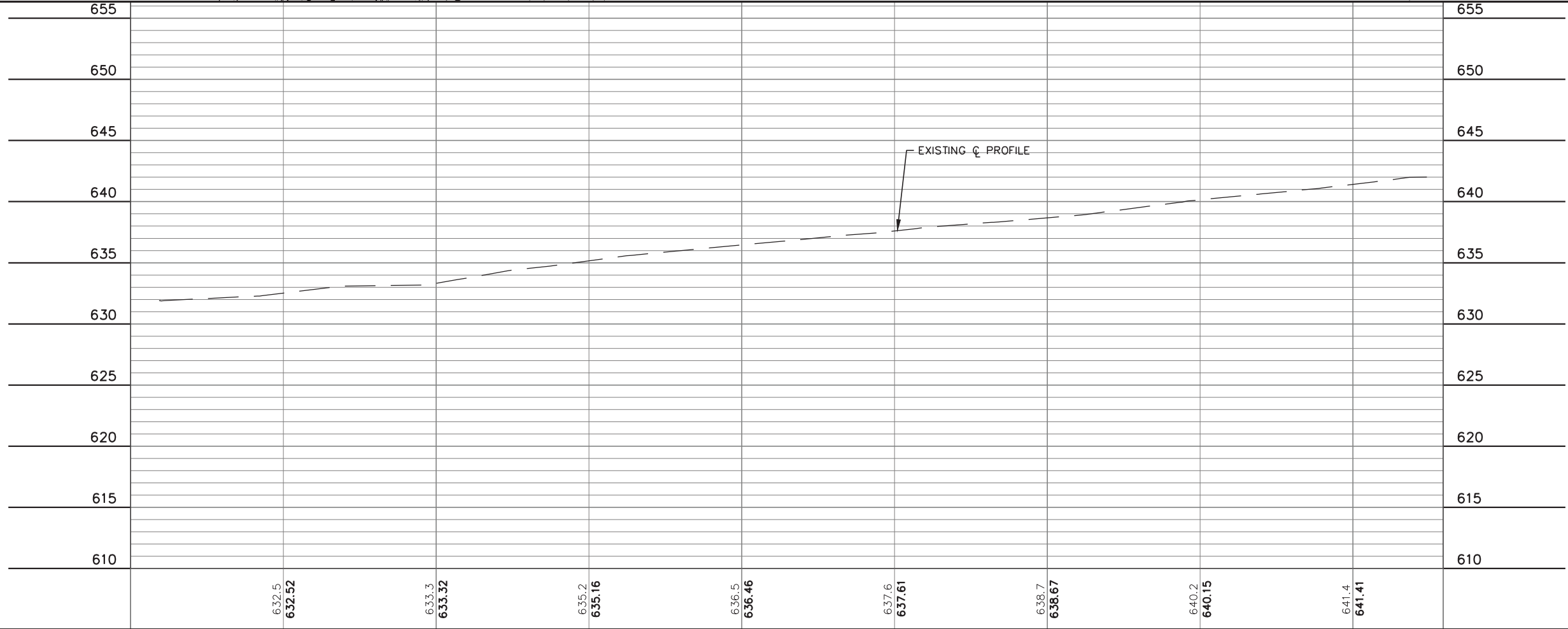
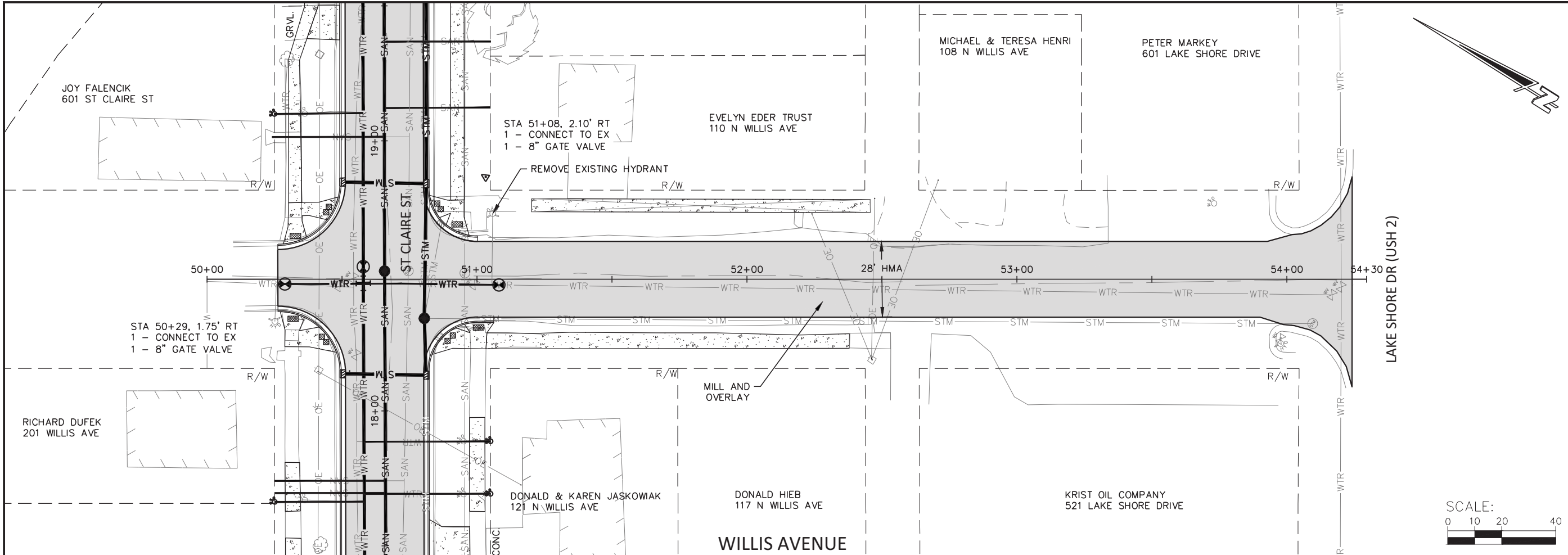
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ASHLAND COUNTY, WISCONSIN
STREET PLAN & PROFILE - WILLIS AVENUE

SHEET NO.
20 OF 35

Schedule B- Cost Estimates

WATERFRONT ACCESS ROAD SIDEWALK SPECIAL ASSESSMENT OPINION OF PROBABLE COSTS - 3/17/21

Total SF From Schedule C Qtys
9780

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Detectable Warning Field	16	EA	\$100.00	\$1,600.00
2	Restoration	978	SY	\$1.25	\$1,222.50
3	Remove Sidewalk	880	SY	\$2.00	\$1,760.00
4	Saw Cutting	782	LF	\$3.00	\$2,347.20
A. SIDEWALK CONSTRUCTION ASSOCIATED COSTS					\$ 6,929.70
5	4-IN Concrete Sidewalk	9285	SF	\$7.00	\$64,995.00
6.	6-IN Concrete Sidewalk	495	SF	\$8.00	\$3,960.00
B. SIDEWALK INSTALLATION COST					\$ 68,955.00
8.	Engineering & Construction Admin. (15%)				\$11,382.71
C. ENGINEERING & ADMIS. COSTS					\$ 11,382.71
TOTAL ESTIMATED COST A+B+C					\$ 87,267.41
TOTAL ESTIMATED COST PER SF 4" SW					\$ 8.86
TOTAL ESTIMATED COST PER SF 6" SW					\$ 10.12

From cost estimate

Estimated

From cost estimate

From cost estimate

\$ 0.71

Per Ordinance 612 (prev. 5%)

\$ 1.16

Round to \$8.85

Round to \$10.10

WATERFRONT ACCESS ROAD SIDEWALK SPECIAL
ASSESSMENT
PRELIMINARY COST PER SQUARE FOOT CALCULATION

	4" Concrete (SF)	6" Concrete (SF)
Projected Unit Bid Cost	\$7.00	\$8.00
Associated Construction	\$0.70	\$0.80
Administration & Engineering (5%)	\$1.16	\$1.32
Price Per SF*	\$8.85	\$10.10
50% Assessment	\$4.42	\$5.05

*Rounded down to nearest whole number

Schedule C- Cost Per Property

PROPERTY OWNERSHIP DATA					FLANKAGE CREDIT CALCULATIONS					SPECIAL ASSESSMENT ESTIMATED QUANTITIES						SPECIAL ASSESSMENT CALCULATIONS								
PIN	OWNER	OWNER ADDRESS	CITY, STATE, ZIP	PROPERTY ADDRESS	FLANKAGE LENGTH	FLANKAGE WIDTH	FLANKAGE SQ FT	4" PREV ASSESSMENT SQ FT	6"PREV ASSESSMENT SQ FT	4 INCH LENGTH	4 INCH WIDTH	4 INCH SQ FT	6 INCH LENGTH	6 INCH WIDTH	6 INCH SQ FT	4 INCH COST PER SQ FT	EST. 4 INCH COST	6 INCH COST PER SQ FT	EST. 6 INCH COST	EST TOTAL COST	PROPERTY OWNER COST (50%)	CITY COST (50%)		
201010290000	NORTHERN STATES POWER	P.O. BOX 8	EAU CLAIRE, WI 54702													\$ 8.85	\$ -	\$ 10.10	\$ -	\$ -	\$ -	\$ -		
201010220000	RALPHE & KATHRYN ROSSING	6525 KOLLING RD	IRON RIVER, WI 54847	323 ST CLARE ST												\$ 8.85	\$ -	\$ 10.10	\$ -	\$ -	\$ -	\$ -		
201010300000	WILLIAM & GINA PEARCE	61327 DHALSTROM RD	ASHLAND, WI 54806	411 ST CLARE ST						19	5	95				\$ 8.85	\$ 840.75	\$ 10.10	\$ -	\$ 840.75	\$ 420.38	\$ 420.38		
201010310000	EILEEN CARLSON	7151 BARRETT ST	DOWNERS GROVE, IL 60516	413 ST CLARE ST				115		24	4	96				\$ 8.85	\$ 849.60	\$ 10.10	\$ -	\$ 849.60	\$ 424.80	\$ 424.80		
201010330000	MASON PARKER	419 ST CLARE ST	ASHLAND, WI 54806	419 ST CLARE ST				40		7	6	42				\$ 8.85	\$ 371.70	\$ 10.10	\$ -	\$ 371.70	\$ 185.85	\$ 185.85		
201010340000	KELLY KIGGINS	423 ST CLARE ST	ASHLAND, WI 54806	423 ST CLARE ST				200		12	6	72				\$ 8.85	\$ 637.20	\$ 10.10	\$ -	\$ 637.20	\$ 318.60	\$ 318.60		
201012650000	THOMAS GRAHEK	409 7TH ST W	ASHLAND, WI 54806	418 ST CLARE ST												\$ 8.85	\$ -	\$ 10.10	\$ -	\$ -	\$ -	\$ -		
201012660000	WILLIAM DEPERY	416 ST CLARE ST	ASHLAND, WI 54806	416 ST CLARE ST												\$ 8.85	\$ -	\$ 10.10	\$ -	\$ -	\$ -	\$ -		
201012670000	DIANE NEVEAUX	412 ST CLARE ST	ASHLAND, WI 54806	412 ST CLARE ST												\$ 8.85	\$ -	\$ 10.10	\$ -	\$ -	\$ -	\$ -		
201012680000	JAMES BURG	83605 MILLIGAN RD	BAYFIELD, WI 54814	410 ST CLARE ST												\$ 8.85	\$ -	\$ 10.10	\$ -	\$ -	\$ -	\$ -		
201012690000	NICHOLAS BECKMAN	406 ST CLARE ST	ASHLAND, WI 54806	406 ST CLARE ST												\$ 8.85	\$ -	\$ 10.10	\$ -	\$ -	\$ -	\$ -		
201012700000	KEVIN & CARRIE ALAJOKI	118 N PRENTICE AVE	ASHLAND, WI 54806	118 N PRENTICE AVE												\$ 8.85	\$ -	\$ 10.10	\$ -	\$ -	\$ -	\$ -		
201012590000	SARAH SZYMANIAK	500 ST CLARE ST	ASHLAND, WI 54806	500 ST CLARE ST						25	6	150				\$ 8.85	\$ 1,327.50	\$ 10.10	\$ -	\$ 1,327.50	\$ 663.75	\$ 663.75		
201010400000	KIT & ANGELA JENSEN	PO BOX 28	ASHLAND, WI 54806	501 ST CLARE ST				125		28	6	168				\$ 8.85	\$ 1,486.80	\$ 10.10	\$ -	\$ 1,486.80	\$ 743.40	\$ 743.40		
201012580000	KATHLEEN SWIMUICH TRUST	908 W KIRCHOFF ROAD	ARLINGTON HEIGHTS, IL 60005	502 ST CLARE ST						19	6	114				\$ 8.85	\$ 1,008.90	\$ 10.10	\$ -	\$ 1,008.90	\$ 504.45	\$ 504.45		
201010410000	LISSA RADKE	503 ST CLARE ST	ASHLAND, WI 54806	503 ST CLARE ST				135	50	38	6	228				\$ 8.85	\$ 1,575.30	\$ 10.10	\$ (505.00)	\$ 1,070.30	\$ 535.15	\$ 535.15		
201010420000	LESLIE BRATELY	507 ST CLARE ST	ASHLAND, WI 54806	507 ST CLARE ST						29	6	174				\$ 8.85	\$ 1,539.90	\$ 10.10	\$ -	\$ 1,539.90	\$ 769.95	\$ 769.95		
201010430000	DAVID ASKUE	511 ST CLARE ST	ASHLAND, WI 54806	511 ST CLARE ST						46	6	276				\$ 8.85	\$ 2,442.60	\$ 10.10	\$ -	\$ 2,442.60	\$ 1,221.30	\$ 1,221.30		
201010440000	DAVID ASKUE	511 ST CLARE ST	ASHLAND, WI 54806	515 ST CLARE ST						20	6	120				\$ 8.85	\$ 1,062.00	\$ 10.10	\$ -	\$ 1,062.00	\$ 531.00	\$ 531.00		
201025700000	LYNN CURRIER	512 ST CLARE ST	ASHLAND, WI 54806	512 ST CLARE ST						59	6	354				\$ 8.85	\$ 3,132.90	\$ 10.10	\$ -	\$ 3,132.90	\$ 1,566.45	\$ 1,566.45		
201010460000	RICHARD DUFKE	417 6TH ST E	ASHLAND, WI 54806	201 N WILLIS AVE						15	5	75				\$ 8.85	\$ 663.75	\$ 10.10	\$ -	\$ 663.75	\$ 331.88	\$ 331.88		
201010770000	JOY FALENCIK	601 ST CLARE ST	ASHLAND, WI 54806	601 ST CLARE ST						65	5	325	14	5	70	\$ 8.85	\$ 2,876.25	\$ 10.10	\$ 707.00	\$ 3,583.25	\$ 1,791.63	\$ 1,791.63		
201010800000	JOYCE POPPE	19040 US HWY 2	MASON, WI 54856	609 ST CLARE ST						63	5	315				\$ 8.85	\$ 2,787.75	\$ 10.10	\$ -	\$ 2,787.75	\$ 1,393.88	\$ 1,393.88		
201010780000	CITY OF ASHLAND	601 MAIN ST W	ASHLAND, WI 54806							15	5	75	70	5	350	\$ 8.85	\$ 663.75	\$ 10.10	\$ 3,535.00	\$ 4,198.75	\$ 2,099.38	\$ 2,099.38		
201010840000	CITY OF ASHLAND	601 MAIN ST W	ASHLAND, WI 54806							75	5	375				\$ 8.85	\$ 3,318.75	\$ 10.10	\$ -	\$ 3,318.75	\$ 1,659.38	\$ 1,659.38		
201010900000	CITY OF ASHLAND	601 MAIN ST W	ASHLAND, WI 54806	701 ST CLARE ST						99	5	495				\$ 8.85	\$ 4,380.75	\$ 10.10	\$ -	\$ 4,380.75	\$ 2,190.38	\$ 2,190.38		
201010910000	CITY OF ASHLAND	601 MAIN ST W	ASHLAND, WI 54806							50	5	250				\$ 8.85	\$ 2,212.50	\$ 10.10	\$ -	\$ 2,212.50	\$ 1,106.25	\$ 1,106.25		
201010610000	CITY OF ASHLAND	601 MAIN ST W	ASHLAND, WI 54806							75	5	375				\$ 8.85	\$ 3,318.75	\$ 10.10	\$ -	\$ 3,318.75	\$ 1,659.38	\$ 1,659.38		
201012320000	MICHAEL & TERESA HENRI	108 N WILLIS AVE	ASHLAND, WI 54806	108 N WILLIS AVE												\$ 8.85	\$ -	\$ 10.10	\$ -	\$ -	\$ -	\$ -		
201012460000	EVELYN EDER TRUST	110 N WILLIS AVE	ASHLAND, WI 54806	110 N WILLIS AVE	140	5	700			190	5	250				\$ 8.85	\$ 2,212.50	\$ 10.10	\$ -	\$ 2,212.50	\$ 1,106.25	\$ 1,106.25		
201012450000	JEREMY SCHUTTE	63892 HEGSTROM RD	ASHLAND, WI 54806	606 ST CLARE ST						50	5	250				\$ 8.85	\$ 2,212.50	\$ 10.10	\$ -	\$ 2,212.50	\$ 1,106.25	\$ 1,106.25		
201012430000	PAGAC PROPERTIES, LLC	72545 ONDOSSAGON RD	WASHBURN, WI 54891	612 ST CLARE ST						75	5	375				\$ 8.85	\$ 3,318.75	\$ 10.10	\$ -	\$ 3,318.75	\$ 1,659.38	\$ 1,659.38		
201012400000	PAGAC PROPERTIES, LLC	72545 ONDOSSAGON RD	WASHBURN, WI 54891	614 ST CLARE ST						75	5	375				\$ 8.85	\$ 3,318.75	\$ 10.10	\$ -	\$ 3,318.75	\$ 1,659.38	\$ 1,659.38		
201012410000	OSCAR & ARLETTE	616 ST CLARE ST	ASHLAND, WI 54806	616 ST CLARE ST						75	5	375				\$ 8.85	\$ 3,318.75	\$ 10.10	\$ -	\$ 3,318.75	\$ 1,659.38	\$ 1,659.38		
201012380000	KAREN RIKKOLA	41428 STATE HWY 13	MARENGO, WI 54855	622 ST CLARE ST												\$ 8.85	\$ -	\$ 10.10	\$ -	\$ -	\$ -	\$ -		
201012400000	CITY OF ASHLAND	601 MAIN ST W	ASHLAND, WI 54806							87	5	435				\$ 8.85	\$ 3,849.75	\$ 10.10	\$ -	\$ 3,849.75	\$ 1,924.88	\$ 1,924.88		
201012280000	JAMES PAGAC	2117 5TH ST E	ASHLAND, WI 54806	700 ST CLARE ST						74	5	370				\$ 8.85	\$ 3,274.50	\$ 10.10	\$ -	\$ 3,274.50	\$ 1,637.25	\$ 1,637.25		
201012270000	HARRY THEWIS	28315 US HWY 2	ASHLAND, WI 54806	708 ST CLARE ST						60	5	300	15	5	75	\$ 8.85	\$ 2,655.00	\$ 10.10	\$ 757.50	\$ 3,412.50	\$ 1,706.25	\$ 1,706.25		
201012260000	JAY & NANCY EMMERT	30835 UNBLAD RD	ASHLAND, WI 54806	714 ST CLARE ST						50	5	250				\$ 8.85	\$ 2,212.50	\$ 10.10	\$ -	\$ 2,212.50	\$ 1,106.25	\$ 1,106.25		
201012290000	CITY OF ASHLAND	601 MAIN ST W	ASHLAND, WI 54806							24	5	120				\$ 8.85	\$ 1,062.00	\$ 10.10	\$ -	\$ 1,062.00	\$ 531.00	\$ 531.00		
201012550000	DONALD & KAREN JASKOWIAK	121 N WILLIS AVE	ASHLAND, WI 54806	121 N WILLIS AVE	125	5	625			195	5	350				\$ 8.85	\$ 3,097.50	\$ 10.10	\$ -	\$ 3,097.50	\$ 1,548.75	\$ 1,548.75		
201012560000	DONALD HIEB	117 N WILLIS AVE	ASHLAND, WI 54806	117 N WILLIS AVE						70	5	350				\$ 8.85	\$ 3,097.50	\$ 10.10	\$ -	\$ 3,097.50	\$ 1,548.75	\$ 1,548.75		
201012370000	MATTINGLEY, LYNN	621 LAKE SHORE DR E	ASHLAND, WI 54806	621 LAKESHORE DR E									0			\$ 8.85	\$ -	\$ 10.10	\$ -	\$ -	\$ -	\$ -		
201012540000	KRIST OIL COMPANY	521 LAKE SHORE DR E	ASHLAND, WI 54806	521 LAKE SHORE DR E												\$ 8.85	\$ -	\$ 10.10	\$ -	\$ -	\$ -	\$ -		
201012310000	PETER MARKEY	922 WHALLAM	ASPEN, CO 81611	601 LAKESHORE DR E												\$ 8.85	\$ -	\$ 10.10	\$ -	\$ -	\$ -	\$ -		
										SUBTOTAL 4" SW		7974	SUBTOTAL 6" SW		495	TOTALS						\$ 74,621.90	\$ 37,310.95	\$ 37,310.95

SUBJECT: Approve Final Resolution Authorizing Public Improvement and Levying Sidewalk Special Assessments against Benefited Property in the City of Ashland, Ashland County, Wisconsin for the Waterfront Access Road Street Reconstruction Project (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Finance Director
City Attorney
Public Works Department

EXHIBITS:

1. Proposed Resolution
2. Special Assessment Hardship Policy, July 27, 2009
3. City of Ashland Sidewalk Special Assessment Deferment Application

EXPENDITURES REQUIRED:

\$ 83,646.31	Est. Construction Cost of Sidewalk Replacement
\$ 8,377.11	Est. Contingency
<u>\$ 18,471.73</u>	Est. Engineering Services
\$110,495.15	Total Estimated Cost

\$110,495.15	Total Est. Cost
<u>\$ 73,184.20</u>	City Portion
\$ 37,310.95	Special Assessments

AMOUNT BUDGETED: \$ 73,184.20 City Portion of Sidewalk Construction

APPROPRIATION REQUIRED: As Budgeted for 2021

TREASURER'S CERTIFICATE: N/A

COMPLIANCE WITH ORDINANCE 51: N/A

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: N/A

SUMMARY STATEMENT:

After Council has heard from Citizens during the Public Hearing, Council shall direct staff to make any appropriate changes to the Preliminary Special Assessment Report and pass the final resolution authorizing public improvement and levying sidewalk special assessments against benefited property in the City of Ashland, Ashland County, Wisconsin.

As proposed by City staff, the special assessments would total \$37,310.95. There are 45 properties in the assessment district described in the preliminary resolution declaring intent to levy special assessments. Of these 45 properties, special assessments for sidewalk replacement are proposed for 33 properties. The 12 remaining properties not included in the special assessments do not have sidewalk replacement proposed in the areas abutting their property.

For the 33 affected properties, the assessments range from a low of \$185.85 to a high of \$2,190.38 and the average assessment is for \$1,136.27.

Per Chapter 612 Ordinance Street and Utility Construction Standards and Special Assessment Policies, the following schedule of payment shall apply:

- (A) Assessments less than \$299.99 shall be paid within three (3) years.
- (B) Assessments from \$300.00 to \$499.99 shall be paid within four (4) years.
- (C) Assessments from \$500.00 to \$799.99 shall be paid within seven (7) years.
- (D) Assessments over \$800.00 shall be paid within ten (10) years.

Per Wisconsin Statute 66.0715, the repayment terms may be deferred on the terms and in the manner prescribed by the governing body. On July 27, 2009 the City Council approved a Special Assessment Hardship Policy which, in short, allows qualifying property owners to apply for deferral of the special assessment if the property owner meets prescribed income requirements. For the duration of time that property owners meet these income requirements, the property would be eligible to have the annual special assessment payment deferred until the sale or transfer of the property. City funds would then be used to make the annual payments during the period of deferral. Property owners are required to annually certify their income via a copy of their federal tax return.

Staff is recommending approval of the final resolution authorizing public improvement and levying sidewalk special assessments against benefited property in the City of Ashland, Ashland County, Wisconsin for the Waterfront Access Road Street Reconstruction Project.

RESOLUTION No. 17617

FINAL RESOLUTION AUTHORIZING PUBLIC IMPROVEMENT AND LEVYING SIDEWALK SPECIAL ASSESSMENTS AGAINST BENEFITED PROPERTY IN THE CITY OF ASHLAND, ASHLAND COUNTY, WISCONSIN FOR THE WATERFRONT ACCESS ROAD STREET RECONSTRUCTION PROJECT

WHEREAS, the Common Council for the City of Ashland, Ashland County, Wisconsin, held a public hearing at the Ashland City Hall, 601 Main Street West, Ashland, Wisconsin, at 5:30 p.m. on March 30, 2020 for the purpose of hearing all interested persons concerning the preliminary resolution and report of the Ashland Department of Public Works, including preliminary assessments against benefited property, and heard all persons who desired to speak at the hearing;

NOW, THEREFORE, BE IT RESOLVED, the Common Council for the City of Ashland determines as follows:

1. The sidewalk special assessment report of the Ashland Department of Public Works, a copy of which is attached hereto and incorporated herein as if fully set forth herein, including the plans and specifications and assessments set forth therein, is adopted and approved.

2. The project engineer shall advertise for bids and supervise construction of the improvements in accordance with the report hereby adopted.

3. The estimated cost of the sidewalk improvements is \$110,495.15, the total assessable costs are \$74,621.90, and 50% shall be paid by special assessment against the property benefited as indicated in the report.

4. Assessments shown on the report represent an exercise of the police power and have been determined on a reasonable basis and are hereby confirmed.

5. The final assessment shall be due within 45 days of the initial billing date. If the owner elects to pay in installments, the annual installment period will be based on the following schedule:

- a) Assessments less than \$299.99 shall be paid within three (3) years
- b) Assessments from \$300.00 to \$499.99 shall be paid within four (4) years
- c) Assessments from \$500.00 to \$799.99 shall be paid within seven (7) years
- d) Assessments over \$800.00 shall be paid within ten (10) years

Annual installment shall be placed on the tax roll and bear the rate of 2.91% (the true interest cost of the 2020C general obligation promissory note (1.91%) issue plus 1% admin fee) per annum on the unpaid balance from January 1 of the year following the installment. All assessments are due in full upon sale or transfer of property.

6. The City Clerk shall publish this resolution as a Class 1 notice under ch. 985, Stats., and mail a copy of this resolution and a statement of the final assessment against the benefited property together with notice of installment payment privileges to every property owner whose name appears on the assessment roll whose post office address is known or can with reasonable diligence be ascertained.

BE IT FURTHER RESOLVED that the Common Council of the City of Ashland hereby approves the final resolution authorizing public improvement and levying sidewalk special assessments against benefitted properties in the City of Ashland, Ashland County, Wisconsin for the Waterfront Access Road Street Reconstruction Project.

PASSED: March 30, 2021

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

TO: Brian Knapp
Barb Clement
Alison Gillespie
Bill Giuliani
Rae Buckwheat
Bob Miller

FROM: Patti Ekstrom

DATE: August 13, 2009

Attached is the Special Assessment Hardship Policy which was approved by Council on July 27, 2009. Keep for future use.

SPECIAL ASSESSMENT HARDSHIP POLICY

A. Purpose: The city council acknowledges that the levy of special assessments can result in extreme financial hardship in some instances. It therefore enacts this provision in order to provide necessary relief to persons affected by such a levy. It is the intent and purpose of the city council to alleviate the burden of such levies in cases where the loss of the homestead is a reasonable probability, while preserving the right for the ultimate collection of special assessments involved.

B. Definitions. Wherever in this section the following words or terms appear they have the meaning indicated, unless the context clearly requires otherwise:

1. "Qualifying family" means a single person or family owning and occupying a homestead against which special assessments are levied and who meets the qualifying income standards as outlined within this policy.
2. "Homestead" means the dwelling and so much of the land surrounding it as is reasonably necessary for use as a home, except so much of such land as is vacant and of sufficient size so that it could be divided and sold for development as permitted under appropriate zoning and other regulations.
3. "Special assessment" shall include assessments levied under s. 66.60, Wisconsin Statutes, and special charges imposed under s. 66.60(16), Wisconsin Statutes.
4. "Hardship" is defined as a level of income that falls below the Ashland County HUD USER extremely low (30%) income level in the most current fiscal year that data is available

C. The qualifying family shall make application for deferred payment of Special Assessments as herein provided on forms prescribed by the City Clerk. Applicants for deferment of assessments must own and reside in the property subject to the assessment and demonstrate to the City Treasurer qualification for the deferment by presentation of a copy of the their most recent federal tax return prior to the levying of the assessment, and annually thereafter. Included in family income is the combined income from all family members, age 18 and older that reside in the household for more than 6 months per year.

All information provided on the application shall be considered and treated, to the fullest extent provided by law, as confidential, privileged information, and shall be divulged only by:

1. Persons using the information in the discharge of their duties imposed by law or of the duties of their office; or
2. Order of a court.

D. Where a property is owned by two or more persons, only the income from the family members residing in the homestead and who are responsible for expenses related to maintaining the property shall be considered. For example: A parent who has deeded the homestead to a child where the parent is living in and maintaining the homestead under a life estate provision and where the child is living elsewhere. Property owned by any corporation, partnership, or trust is ineligible for assessment deferment.

E. Qualified **extremely low income (30% CMI) families as defined in the most recent HUD** data for Ashland County may have the principal portion of their assessment plus accrued interest deferred until the family no longer meets the annual income eligibility requirements, and/or the sale or transfer of the property, whichever occurs first.

F. Interest shall be payable on assessments levied against a property during the period of deferment. The interest rate shall be 1% above the City's borrowing rate (as determined by loan or bond issuance) to cover overhead expenditures associated with administration of the program.

G. Deferment shall cease at the time a property owner(s) no longer meets the income criteria for the program, upon the death of the qualifying owner(s), or upon the date which the ownership of the property is transferred to any other person, persons, partnership, corporation, trust, or other entity by any means whatsoever, which ever occurs first.

H. Deferment shall expire if a property owner fails to provide the City with a copy of a federal tax return by May 1st of each year demonstrating program eligibility.

I. Tax roll; notice; lien retained. The granting of an application shall authorize the city treasurer to make payment, from city funds, of the amount of the special assessment deferred. The city clerk shall record a document with the office of register of deeds containing a description of the property affected, the amount of special assessment deferred, and any other appropriate information. Such amount, and interest thereon, shall not be placed on the tax roll until the conditions contained in subsection H. occur. Nothing provided in this section shall be deemed to extinguish or otherwise affect any lien established by law for the collection of any deferred special assessment, and any such lien is expressly retained.

J. Placement on roll. When a determination is made by the City that a grantee no longer qualifies for the dererral, the amount of special assessments deferred, and accrued interest, shall be placed upon the next available tax roll to be collected in the same manner as delinquent special assessments.

K. Payment when no longer eligible: Upon transfer of title of such property by any means, the amount of special assessments deferred, and accrued interest, shall become due and payable in full. Upon payment in full, an appropriate satisfaction of payment shall be issued by the city treasurer and recorded in the office of the Register of Deeds.

L. Appeals and special exception requests. Families that do not meet the income eligibility guidelines for the deferral but that are experiencing unusual financial difficulties may apply to the Housing Committee for a special exception to the eligibility requirements outlined in this policy. The Housing Committee may grant this special exception and approve a deferral of the special assessment on a year to year basis in cases where the family is experiencing unusual financial difficulties. Examples of unusual financial difficulties would include such things as: A recent loss of employment or other significant decline in income from the prior year, unusual health expenses, inability to pay due to other prior fixed debts and/or financial obligations.

Agenda Item 7D: Approval of Draft Special Assessment Hardship Policy

The City Housing Committee was asked to review the draft of the special assessment hardship policy. As written, the policy includes definitions, application procedures, income qualifications and guidelines, appeals and special exception requests. The first draft, including modifications, was sent to the Committee of the Whole who in turn sent it back to the Housing Committee for further review of interest and deferred assessments for sidewalk work.

The Housing Committee suggested changes that would reduce the eligibility requirements to the extremely low income level (30% CMI) vs. the very low income level (50% CMI) since about one-third of the City homeowners could potentially qualify under the very low income category. They also suggested that income level should be based on "family" income vs. individual income levels. A number of suggested text amendments were made to clarify this. An appeals and special exception policy was added to the end to allow the Housing Committee to consider special circumstances in granting a deferral.

Upon their second review of the policy, the Housing Committee felt that interest rates should not be reduced or forgiven during the deferral period since any interest that is forgiven would have to be indirectly made up through the general tax levy. In an effort to keep interest rates consistent, the Housing Committee has suggested that the Council consider the following compromises:

1. Allow no exceptions to the interest rates being charged regardless of the term of the deferral.
(Recommended).
2. Reduce the interest rate to 1% to cover administrative processing expenses after the original 10 year bond is paid back by the City.
3. Forgive 100% of the interest (but not principal) for each year that the applicant qualifies for the deferral.

The Mayor clarified that the policy presented is not for special assessments; it is for approving a hardship policy.

Bewley, who serves on the Housing Committee, explained that every year the person with the deferment has to be recertified. The intent of the policy is to make the payment as easy as possible for people who are very low income, but it is not a tool to postpone it forever.

Knapp felt there would be very few requests to use the hardship policy since five sidewalk projects have already been completed, and nobody has said they couldn't pay it.

Teague called the question to end debate. Kabasa seconded. The motion carried unanimously.



City of Ashland, Finance Department, 601 W Main Street, Ashland, WI 54806

SIDEWALK SPECIAL ASSESSMENT DEFERMENT APPLICATION

Property Owner:

Property Address:

Mailing Address:

Parcel Number:

Sidewalk Special Assessment Amount:

\$ _____ Preliminary Assessment Estimate
\$ _____ Final Billing - Actual Amount Assessed
____ / ____ / ____ Date the Levy was Special Assessed

Items to be Submitted with the Application Form

- Most recent federal tax return (prior to the levying of the assessment) and annually thereafter
- Income shall include combined income from all family member (age 18 and older that reside in the household for more than 6 months per year)

Note - Recertification is needed annually. Deferment shall expire if property owners fails to provide the City with a copy of a federal tax return by May 1st of each year demonstrating program eligibility.

I hereby request a deferrment of my sidewalk special assessment:

Signature of Applicant:

Date:

Please submit completed application form to City of Ashland Treasurer.

Office Use Only:

Date Submitted:

Application Reviewed by:

☐ Approved

☐ Denied

SUBJECT: Approve Final Resolution Requiring Installation of Sewer Laterals and Providing for Assessment of Cost Under Wisconsin State Statute 66.0911 or Approve a Preliminary Resolution Declaring Intent to Levy Special Assessments under Municipal Police Power Pursuant to Wisconsin State Statute 66.0703 for the Waterfront Access Road Project (*Public Works*) Roll

RECOMMENDATION: Approve Resolution 17617, Reject Resolution 17622

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Finance Director
City Attorney
Public Works Director
Utility Manager

EXHIBITS:

1. Proposed Final Resolution
2. Waterfront Access Road Street Reconstruction Project:
Schedule of Sewer Lateral Replacement
3. Preliminary Resolution

EXPENDITURES REQUIRED:

\$ 1,600.00	Average Current Cost of Construction for Private Sewer Lateral Replacement to Right of Way
<u>x 21</u>	Private Sewer Laterals Requiring Replacement to Right of Way
\$ 33,600.00	Total Estimated Cost

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE: N/A

COMPLIANCE WITH ORDINANCE 51: N/A

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: N/A

SUMMARY STATEMENT:

At the March 9, 2021 City Council meeting, the Council approved an Interim Policy for Level of Service Provided to Private Sewer Laterals During Capital Construction. Timely action was requested of the Council on this policy as it directly relates to the City's 2021 Waterfront Access Road Street Reconstruction Project. Because the project includes replacement of an existing sewer main via direct excavation, per the

newly approved policy, replacement of privately owned sewer laterals from the sewer main to the right of way (ROW) line will be required in order to effectively address the impact of infiltration and inflow (I&I) on the sewer collection system and protect the public investment in the newly paved roadway.

Wisconsin State Statute 66.0911 allows the City to assess property owners benefiting from the replacement of privately owned sewer laterals by a simple resolution. This procedure saves significant staff time and expenses in preparing the various notifications, public hearing, and supporting documentation that are required for formal special assessment per Wisconsin State Statute 66.0703.

Wisconsin State Statute 66.0911 also allows the City to levy the assessments based on the average current cost of construction for replacement of the sewer laterals to the ROW line. The Public Works Director and Utility Manager have determined on a reasonable basis that this cost would be \$1,600 per sewer lateral. The methodology used to determine this average current cost of construction was reviewed in detail by the Public Works Committee.

Staff has developed the attached Schedule of Sewer Lateral Replacement for the Waterfront Access Road. Replacement of the existing private sewer lateral is proposed at 21 properties for a total cost of \$33,600. The Utility Manager has verified that, per best available information, these private sewer laterals do not meet City standards for sanitary pipe material. Other properties within the project area are either served by a sewer main that will not be replaced as part of the project or are served by a private sewer lateral that complies with City standards for sanitary pipe material.

Option 1: Staff recommends approval of Resolution 17617 in order to move forward with the replacement of private sewer laterals in the most expeditious manner possible and to most efficiently utilize the limited staff time available in the Engineering Department. Affected property owners would receive notification of the assessments and repayment terms immediately following the March 30, 2021 City Council meeting.

However, the Council may direct staff to follow the procedures required for formal special assessment per Wisconsin State Statute 66.0703. This would require staff to schedule a public hearing at the April 20, 2021 Council meeting, prepare a formal report as well as mail and/or publish various notifications required by statute.

Option 2: Council may elect to approve Resolution 17622 declaring the City's intent to special assess for private sewer lateral replacement. Staff does not recommend this option as it would consume more of the limited staff time available in the Engineering Department and result in additional expenses for mailings and/or publication of notices.

Per Chapter 612 Ordinance Street and Utility Construction Standards and Special Assessment Policies, under either option, affected property owners would be able to repay assessments over a 10 year period.

Per Wisconsin Statute 66.0715, the repayment terms may be deferred on the terms and in the manner prescribed by the governing body under either option. On July 27, 2009 the City Council approved a Special Assessment Hardship Policy which, in short, allows qualifying property owners to apply for deferral of the special assessment if the property owner meets prescribed income requirements. For the duration of time that property owners meet these income requirements, the property would be eligible to have the annual special assessment payment deferred until the sale or transfer of the property. City funds would then be used to make the annual payments during the period of deferral. Property owners are required to annually certify their income via a copy of their federal tax return.

RESOLUTION No. 17618

FINAL RESOLUTION REQUIRING INSTALLATION OF SEWER LATERALS AND PROVIDING FOR ASSESSMENT OF COST UNDER WISCONSIN STATE STATUE 66.0911

WHEREAS, Wisconsin § 66.0911 allows the City of Ashland to assess property owners benefiting from the replacement of privately owned sewer laterals by a simple resolution; and,

WHEREAS, Wisconsin § 66.0911 also allows the City of Ashland to levy the assessments based on the average current cost of construction for replacement of the sewer laterals to the ROW line.

NOW THEREFORE BE IT RESOLVED, by the Ashland Common Council, City of Ashland, Ashland County, Wisconsin:

1. Sewer laterals shall be constructed from sewer mains in St Claire Street from 5th Avenue East to Stuntz Avenue to the lot line of each lot fronting thereon and service pipes from the ends of such laterals to all existing buildings constructed thereon intended for human habitation to allow such buildings to be served by the municipal sewer system.
2. Construction of the above referenced sewer laterals is associated with the City of Ashland, Ashland County, Wisconsin Waterfront Access Road project which includes replacement of an existing sewer main.
3. The Ashland Common Council shall cause construction of these laterals and service pipes to be done by contract.
4. Upon completion of the work authorized by this Resolution, the Ashland Common Council shall file a record of the cost of the construction on or in front of each lot in the office of the municipal clerk.
5. When the record of the cost of construction has been filed in the clerk's office, the clerk shall enter the average current cost of construction of sewer laterals on the tax roll as a charge against the lot or parcel served or to be served and notify the owner of each lot of the amount of the charge against the premises. The charge shall constitute a lien against the premises served or to be served until paid.
6. The final assessment shall be due within 45 days of the initial billing date. If the owner elects to pay in installments, the annual installment period will be based on the following schedule:
 - a) Assessments less than \$299.99 shall be paid within three (3) years
 - b) Assessments from \$300.00 to \$499.99 shall be paid within four (4) years
 - c) Assessments from \$500.00 to \$799.99 shall be paid within seven (7) years
 - d) Assessments over \$800.00 shall be paid within ten (10) years

Annual installment shall be placed on the tax roll and bear the rate of 2.91% (the true interest cost of the 2020C general obligation promissory note (1.91%) issue plus 1% admin fee) per annum on the unpaid balance from January 1 of the year following the installment. All assessments are due in full upon sale or transfer of property.

BE IT FURTHER RESOLVED that the Common Council of the City of Ashland hereby approves the resolution authorizing construction of sewer laterals in association with the Waterfront Access Road project and charging lots of parcel served the average current cost of construction of sewer laterals in the City of Ashland, Ashland County, Wisconsin for the Waterfront Access Road Street Reconstruction Project.

PASSED: March 30, 2021

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

WATERFRONT ACCESS ROAD STREET RECONSTRUCTION PROJECT: SCHEDULE OF SEWER LATERAL REPLACEMENT						
PROPERTY OWENRSHIP DATA					SEWER LATERAL	
PIN	OWNER	OWNER ADDRESS	CITY, STATE, ZIP	PROPERTY ADDRESS	MATERIAL	PROPERTY OWNER COST
201012590000	SARAH SZYMANIAK	500 ST CLAIRE ST	ASHLAND, WI 54806	500 ST CLAIRE ST	VCL	\$1,600.00
201010400000	KIT & ANGELA JENSEN	PO BOX 28	ASHALAND, WI 54806	501 ST CLAIRE ST	VCL	\$1,600.00
201012580000	KATHLEEN SWIMUICH TRUST	908 W KIRCHOFF ROAD	ARLINGTON HEIGHTS, IL 60005	502 ST CLAIRE ST	VCL	\$1,600.00
201010410000	LISSA RADKE	503 ST CLAIRE ST	ASHLAND, WI 54806	503 ST CLAIRE ST	VCL	\$1,600.00
201010420000	LESLIE BRATELY	507 ST CLAIRE ST	ASHLAND, WI 54806	507 ST CLAIRE ST	VCL	\$1,600.00
201010430000	DAVID ASKUE	511 ST CLAIRE ST	ASHLAND, WI 54806	511 ST CLAIRE ST	VCL	\$1,600.00
20102570000	LYNN CURRIER	512 ST CLAIRE ST	ASHLAND, WI 54806	512 ST CLAIRE ST	VCL	\$1,600.00
201010460000	RICHARD DUFEEK	417 6TH ST E	ASHLAND, WI 54806	201 N WILLIS AVE	VCL	\$1,600.00
201010770000	JOY FALENCIK	601 ST CLAIRE ST	ASHLAND, WI 54806	601 ST CLAIRE ST	VCL	\$1,600.00
201010800000	JOYCE POPPE	19040 US HWY 2	MASON, WI 54856	609 ST CLAIRE ST	VCL	\$1,600.00
201012460000	EVELYN EDER TRUST	110 N WILLIS AVE	ASHLAND, WI 54806	110 N WILLIS AVE	VCL	\$1,600.00
201012450000	JEREMY SCHUTTE	63892 HEGSTROM RD	ASHLAND, WI 54806	606 ST CLAIRE ST	VCL	\$1,600.00
201012430000	PAGAC PROPERTIES, LLC	72545 ONDOSSAGON RD	WASHBURN, WI 54891	612 ST CLAIRE ST	VCL	\$1,600.00
20101240000	PAGAC PROPERTIES, LLC	72545 ONDOSSAGON RD	WASHBURN, WI 54891	614 ST CLAIRE ST	VCL	\$1,600.00
201012410000	OSCAR & ARLETTE OLIVO	616 ST CLAIRE ST	ASHLAND, WI 54806	616 ST CLAIRE ST	VCL	\$1,600.00
201012390000	RAYMOND & CATHERINE	620 ST CLAIRE ST	ASHLAND, WI 54806	620 ST CLAIRE ST	VCL	\$1,600.00
201012380000	KAREN RIKKOLA	41428 STATE HWY 13	MARENGO, WI 54855	622 ST CLAIRE ST	VCL	\$1,600.00
201012280000	JAMES PAGAC	2117 5TH ST E	ASHLAND, WI 54806	700 ST CLAIRE ST	VCL	\$1,600.00
201012270000	HARRY THEWIS	28315 US HWY 2	ASHLAND, WI 54806	708 ST CLAIRE ST	VCL	\$1,600.00
201012550000	DONALD & KAREN JASKOWIAK	121 N WILLIS AVE	ASHLAND, WI 54806	121 N WILLIS AVE	VCL	\$1,600.00
201012560000	DONALD HIEB	117 N WILLIS AVE	ASHLAND, WI 54806	117 N WILLIS AVE	VCL	\$1,600.00
					TOTAL	\$33,600.00

RESOLUTION No. 17622

PRELIMINARY RESOLUTION DECLARING INTENT TO LEVY SPECIAL ASSESSMENTS FOR SEWER LATERAL REPLACEMENT UNDER MUNICIPAL POLICE POWER PURSUANT TO WISCONSIN STATE STATUTE 66.0703 FOR THE WATERFRONT ACCESS ROAD PROJECT

NOW BE IT RESOLVED, by the Ashland Common Council, City of Ashland, Wisconsin, Ashland County, Wisconsin:

1. The Ashland Common Council hereby declares its intention to exercise its police power under §66.0703, Stats., to levy special assessments upon property in the assessment district hereafter described for benefits conferred upon such property by reason of the following public work and improvements:

Sewer Lateral Replacement

2. The property to be assessed lies within the following described assessment district:
 - a. All properties adjacent to St Claire Street from Prentice Avenue to Stuntz Avenue, City of Ashland, Ashland County, Wisconsin
 - b. All properties adjacent to N 5th Avenue East from St Claire Street to US Highway 2, City of Ashland, Ashland County, Wisconsin.
 - c. All properties adjacent to N Willis Avenue from St Claire Street to US Highway 2, City of Ashland, Ashland County, Wisconsin.
 - d. All properties adjacent to N 7th Avenue East from St Claire Street to US Highway 2, City of Ashland, Ashland County, Wisconsin.
3. The total amount assessed against the properties in the described assessment district for sewer lateral replacement shall not exceed \$1,600 per property.
4. The Ashland Common Council determines that the improvements constitute an exercise of the police power for the health, safety and general welfare of the municipality and its inhabitants.
5. The City Public Works Department shall prepare a report which shall consist of:
 - a. Preliminary plans and specifications for the improvements.
 - b. An estimate of the entire cost of the proposed improvements.
 - c. A statement that the property against which the assessment are proposed will be benefitted.
 - d. Schedule of proposed assessments

6. When the report is completed, the City Public Works Department shall file a copy of the report with the City Clerk for public inspection and, if state property is to be assessed, shall mail a copy of the report to the responsible state agency and, for assessments of \$50,000 or more, to the Wisconsin State Building Commission.

7. Upon receiving the report of the Public Works Department, the City Clerk shall cause notice to be given stating the nature of the proposed improvements, the general boundary lines of the proposed Assessment District, (including a small map thereof,) the time and place at which the report may be inspected, and the time and place of the public hearing on the matters contained in the preliminary resolution and the report. This notice shall be published as a class 1 notice under WI § 985, and copy shall be mailed, at least 10 days before the hearing, to every interested party whose address is known or can be ascertained with reasonable diligence.

8. The hearing shall be held virtually with people able to attend virtually or in person at the Ashland City Hall, 601 West Main Street, Ashland, Wisconsin, at a time set by the City Clerk in accordance with WI §66.0703, which shall be not less than 10 nor more than 40 days after publication.

9. The number of installments in which the assessment against any parcel may be paid shall be determined at the hearing provided for in paragraph 8, above.

PASSED: March 30, 2021

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

SUBJECT: Approval to Award Contract to Michaels Corporation for 2021 Sanitary Sewer Collection System Repairs Project (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Finance Director
Public Works Director

EXHIBITS:

1. SEH Letter RE: 2021 Sanitary Sewer Collection System Repairs & Bid Tabulation, March 18, 2021
2. CWFP SFY 2021 Funding list
3. 2021 Sanitary Sewer Collection System Project Location Map

EXPENDITURES REQUIRED:

\$ 553,680.50	Base Bid Districts 1 & 2
<u>\$ 423,677.50</u>	Base Bid Districts 7 & 8
\$ 977,358.00	Construction Contract Award
\$ 195,471.60	Construction Contingency (20%)
<u>\$ 191,846.00</u>	Engineering (SEH as Approved by Council)
\$1,364,675.60	TOTAL Project Expenditures

AMOUNT BUDGETED: \$1,920,615 - WI DNR Clean Water Loan (FY 2021)

APPROPRIATION REQUIRED: \$1,364, 675.60 WI DNR Clean Water Loan (FY 2021)

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on March 24, 2021 that Michaels Corporation is in compliance with Ashland City Ordinance 923.10.

COMPLIANCE WITH ORDINANCE 51: N/A

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: N/A

SUMMARY STATEMENT:

The 2021 Sanitary Sewer Collection System Repairs Project consists of the rehabilitation of approximately 3 miles (~45 blocks) of sanitary sewer mains and 22 manholes. The sewer mains are located in Districts 1, 2, 7 and 8 which previous studies have identified as significant contributors of infiltration and inflow (I&I) within the City of Ashland's sanitary sewer collection system. The manholes are located in Districts 7 and 8, which previous studies have identified as the most significant contributors of infiltration and inflow (I&I) within the City of Ashland's sanitary sewer collection system. This project will be funded by the Wisconsin Department of Natural Resources' (WI DNR) Clean Water Loan Program (CWLP) and was approved as such in the City's

2021 Capital Improvement Plan. In November 2020, the WI DNR awarded CWLP funding to the City at an interest rate of approximately 1% and possible principal forgiveness of up to 55% of the total project cost. The City worked with Short Elliot Hendrickson (SEH) to submit the application for this funding.

The rehabilitation of sewer main consists of the use of Cure In Place Pipe (CIPP) technologies, which allows for the rehabilitation of the existing sewer pipe by essentially creating a new pipe within the existing main without the need for excavation or ground disturbing activity. The use of CIPP and similar techniques is referred to as "trenchless technology". The rehabilitation of manholes will utilize similar trenchless technology.

The collection system repairs associated with this project will effectively complete previous efforts by the City to reduce I&I within Districts 7 and 8 in 2013 and 2020. In Fall 2020, the City completed a separate sewer main rehabilitation project that focused specifically on Districts 7 and 8.

A location map for the 2021 project is provided.

The proposed 2021 project work, along with the work completed in Fall 2020, only consists of rehabilitation of publicly owned sanitary sewer mains and does not include repair of privately owned sewer laterals. The need for and means of repairing privately owned sewer laterals was recently addressed by the Council at the March 9, 2021 meeting via approval of an Interim Policy for Level of Service Provided to Private Sewer Laterals During Capital Construction. However, the policy was labeled as interim as it only pertains to projects where the sewer main is replaced via direction excavation. City staff is developing a separate recommendation on the need for and means of repairing privately owned sewer laterals when the publicly owned sewer main is rehabilitated via trenchless technology and expects to present this recommendation to Council later in 2021.

The City has been collecting flow data within Districts 1, 2, 7, and 8 since May 2020, which will allow for the comparison of pre-project to post-project flows and allow the impact of the CIPP work to be quantified and assessed. Preliminary analysis of available data indicates that repairs to publicly owned sanitary sewer mains are having a quantifiable impact but that additional repair of manholes and privately owned sewer laterals is necessary to effectively reduce I&I in these areas.

The City worked with SEH to develop a contract package for the 2021 Sanitary Sewer Collection System Repairs Project that was advertised on March 2 and March 9, 2021. Bids were received from Michaels Corporation, VisuSewer and Insituform Technologies USA.

Public Works staff recommends entering into an agreement with Michaels Corporation at a cost of \$977,358.00.

Funding for this project will be provided by the WI DNR CWLP. SEH has verified the successful completion of previous CIPP projects with Michaels Corporation in other municipalities throughout Wisconsin and Minnesota.

It is not yet known when the work is expected to begin although it will be completed in the 2021 calendar year.



March 18, 2021

RE: 2021 Sanitary Sewer Collection System
Repairs – Districts 1, 2, 7 and 8
Ashland, WI
SEH No. ASHLA 155365 14.00

John Butler
Director of Public Works
City of Ashland
2020 6th Street East
Ashland, WI 54806

Dear John:

On Tuesday, March 16, 2021, three bids were received for the above-referenced project. The bids ranged from a high of \$1,122,837.75 to a low of \$977,358.00. The low bid received was submitted by Michels Pipe Services a division; of Michels Corporation, of Brownsville, Wisconsin in the amount of \$977,358.00.

Michels Pipe Services; a division of Michels Corporation	\$977,358.00
Insituform Technologies USA, LLC	\$1,027,588.60
Visu-Sewer, Inc.	\$1,122,837.75

The attached Bid Tabulation shows the unit price bids received from all bids submitted. We've also included a breakdown of the low bid into the two different DNR Clean Water Fund project numbers.

Based on our experience and review, it is our opinion that Michels Pipe Services has the required equipment and expertise to perform the work as outlined in the contract specifications. Michels Corporation is an industry leader in pipe lining projects. SEH is familiar with Michels having worked with them on several recent CIPP lining projects, including a water main lining in Minnesota during 2020. We have investigated the qualifications of Michels Corporation, and find they have a sufficient understanding of the project and the equipment to perform the work.

We, therefore, recommend award of the project to Michels Pipe Services; a division of Michels Corporation in the low bid amount of \$977,358.00.

Sincerely,

Bryan Cunningham, PE
Project Manager
(Lic. WI)

Enclosure

x:\ae\ashla\155364\6-bid-const\bid award ltr\bid award rec ltr.docx

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 1701 West Knapp Street, Suite B, Rice Lake, WI 54868-1350

715.236.4000 | 800.903.6970 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer



TABULATION OF BIDS

Ashland, WI-2021 Sanitary Sewer Collection System Repairs-Districts 1,2,7 & 8 (ASHLA 155364) (#7619087)

Owner: City of Ashland

Solicitor: SEH-Rice Lake, WI

03/16/2021 02:30 PM CDT

SEH No. ASHLA 155364

						Michels Corporation		Insituform Technologies USA, LLC		Visu-Sewer	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
BASE BID - 2021 Sanitary Sewer Collection System Repairs - Districts 1, 2, 7, and 8							\$977,358.00		\$1,027,588.60		\$1,122,837.75
	1	1	MOBILIZATION	LS	1	\$18,000.00	\$18,000.00	\$22,309.10	\$22,309.10	\$36,500.00	\$36,500.00
	2	2	TRAFFIC CONTROL	LS	1	\$5,240.00	\$5,240.00	\$12,074.40	\$12,074.40	\$48,900.00	\$48,900.00
	3	3	SANITARY SEWER CLEANING AND CCTV INSPECTION	LF	19712	\$3.50	\$68,992.00	\$3.40	\$67,020.80	\$3.50	\$68,992.00
	4	4	PACKER INJECTION GROUTING OF REPAIR LOCATIONS IN 8-INCH, 15-INCH, 18-INCH, 21-INCH, AND 24-INCH SEWER PIPE	EACH	20	\$703.00	\$14,060.00	\$51.80	\$1,036.00	\$500.00	\$10,000.00
	5	5	PACKER INJECTION GROUTING OF LATERAL REPAIR LOCATIONS FROM 8-INCH, 10-INCH, 12-INCH, 15-INCH SEWER PIPE	EACH	20	\$703.00	\$14,060.00	\$776.90	\$15,538.00	\$450.00	\$9,000.00
	6	6	CHEMICAL GROUT	GALLON	100	\$11.00	\$1,100.00	\$20.70	\$2,070.00	\$10.00	\$1,000.00
	7	7	INSTALL PRE-LINER	LF	1980	\$3.00	\$5,940.00	\$4.00	\$7,920.00	\$3.00	\$5,940.00
	8	8	CONTINUOUS TEMPERATURE MONITORING AND DATA COLLECTION	LF	2105	\$2.00	\$4,210.00	\$1.60	\$3,368.00	\$2.00	\$4,210.00
	9	9	8-INCH SANITARY SEWER CIPP LINING	LF	15802	\$18.00	\$284,436.00	\$24.70	\$390,309.40	\$25.00	\$395,050.00
	10	10	15-INCH SANITARY SEWER CIPP LINING	LF	1582	\$50.00	\$79,100.00	\$57.80	\$91,439.60	\$59.00	\$93,338.00
	11	11	18-INCH SANITARY SEWER CIPP LINING	LF	223	\$114.00	\$25,422.00	\$136.50	\$30,439.50	\$109.25	\$24,362.75
	12	12	21-INCH SANITARY SEWER CIPP LINING	LF	1466	\$69.00	\$101,154.00	\$84.30	\$123,583.80	\$79.00	\$115,814.00
	13	13	24-INCH SANITARY SEWER CIPP LINING	LF	639	\$108.00	\$69,012.00	\$127.50	\$81,472.50	\$104.00	\$66,456.00
	14	14	CIPPLL 0 TO 5 FEET LONG	EACH	20	\$5,000.00	\$100,000.00	\$3,366.70	\$67,334.00	\$4,675.00	\$93,500.00
	15	15	MANHOLE LINING	FT	187	\$416.00	\$77,792.00	\$295.20	\$55,202.40	\$325.00	\$60,775.00
	16	16	INSTALL FRAME SEAL	EACH	22	\$620.00	\$13,640.00	\$466.20	\$10,256.40	\$650.00	\$14,300.00
	17	17	TEMPORARY CONVEYANCE	LS	1	\$65,500.00	\$65,500.00	\$15,524.70	\$15,524.70	\$45,000.00	\$45,000.00
	18	18	FELL TESTING OF CIPP INSTALLATION	LF	1980	\$15.00	\$29,700.00	\$15.50	\$30,690.00	\$15.00	\$29,700.00
Base Bid Total:							\$977,358.00		\$1,027,588.60		\$1,122,837.75



2021 SANITARY SEWER COLLECTION SYSTEM REPAIRS
ESTIMATED QUANTITIES WITH 2021 AS-BID PRICES FROM MICHELS
City of Ashland, WI
SEH No. ASHL 155364
3/18/2021

X:\AE\A\ASHLA\155364\2-proj-mgmt\25-cost-est\[Opinion of Probable Cost - with 2021 As-Bid Prices.xlsx]Cost by DNR Project No.

Item No.	Item Description	Unit	Bid Price	DNR CWF PROJECT NO.				Total Qty	Total Cost	
				Districts 1 & 2 DNR NO. 4525-13		Districts 7 & 8 DNR NO. 4525-17				
				Qty	Cost	Qty	Cost			
1	MOBILIZATION	LS	\$ 18,000.00	0.6	\$ 10,800.00	0.4	\$ 7,200.00	1	\$ 18,000.00	
2	TRAFFIC CONTROL	LS	\$ 5,240.00	0.5	\$ 2,620.00	0.5	\$ 2,620.00	1	\$ 5,240.00	
3	SANITARY SEWER CLEANING AND CCTV INSPECTION	LF	\$ 3.50	15535	\$ 54,372.50	4177	\$ 14,619.50	19712	\$ 68,992.00	
4	PACKER INJECTION GROUTING OF REPAIR LOCATIONS IN 8-INCH, 15-INCH, 18-INCH, 21-INCH, AND 24-INCH SEWER PIPE	EACH	\$ 703.00	15	\$ 10,545.00	5	\$ 3,515.00	20	\$ 14,060.00	
5	PACKER INJECTION GROUTING OF LATERAL REPAIR LOCATIONS FROM 8-INCH, 15-INCH, 18-INCH, 21-INCH, AND 24-INCH SEWER PIPE	EACH	\$ 703.00	10	\$ 7,030.00	10	\$ 7,030.00	20	\$ 14,060.00	
6	CHEMICAL GROUT	GALLON	\$ 11.00	75	\$ 825.00	25	\$ 275.00	100	\$ 1,100.00	
7	INSTALL PRE-LINER	LF	\$ 3.00	1560	\$ 4,680.00	420	\$ 1,260.00	1980	\$ 5,940.00	
8	CONTINUOUS TEMPERATURE MONITORING AND DATA COLLECTION	LF	\$ 2.00	639	\$ 1,278.00	1466	\$ 2,932.00	2105	\$ 4,210.00	
9	8-INCH SANITARY SEWER CIPP LINING	LF	\$ 18.00	14706	\$264,708.00	1096	\$ 19,728.00	15802	\$ 284,436.00	
10	15-INCH SANITARY SEWER CIPP LINING	LF	\$ 50.00	0	\$ -	1582	\$ 79,100.00	1582	\$ 79,100.00	
11	18-INCH SANITARY SEWER CIPP LINING	LF	\$ 114.00	190	\$ 21,660.00	33	\$ 3,762.00	223	\$ 25,422.00	
12	21-INCH SANITARY SEWER CIPP LINING	LF	\$ 69.00	0	\$ -	1466	\$ 101,154.00	1466	\$ 101,154.00	
13	24-INCH SANITARY SEWER CIPP LINING	LF	\$ 108.00	639	\$ 69,012.00	0	\$ -	639	\$ 69,012.00	
14	CIPPLL 0 TO 5 FEET LONG	EACH	\$ 5,000.00	10	\$ 50,000.00	10	\$ 50,000.00	20	\$ 100,000.00	
15	MANHOLE LINING	FT	\$ 416.00	0	\$ -	187	\$ 77,792.00	187	\$ 77,792.00	
16	INSTALL FRAME SEAL	EACH	\$ 620.00	0	\$ -	22	\$ 13,640.00	22	\$ 13,640.00	
17	TEMPORARY CONVEYANCE	LS	\$ 65,500.00	0.5	\$ 32,750.00	0.5	\$ 32,750.00	1	\$ 65,500.00	
18	FELL TESTING OF CIPP INSTALLATION	LF	\$ 15.00	1560	\$ 23,400.00	420	\$ 6,300.00	1980	\$ 29,700.00	
Total						\$553,680.50		\$ 423,677.50		\$ 977,358.00

CWFP SFY 2021 Funding List
November 17, 2020 (updated Nov 18, 2020)

Priority Score	Municipality	Project Number	Project Description	CME	Project Manager	CWFP Requested Amount	Estimated Green Amount	% of Market Rate	Total PF Points Received	Eligible Regular PF %	Allocated Regular PF	Allocated Phosphorus Priority PF	Allocated Regionalization Priority PF	Allocated Energy Efficiency Priority PF	Total PF (Regular + Priority)
234.282	SULLIVAN, VILLAGE OF	4235-03	Construct New Joint WWTP	Robertson	Bushby	\$ 4,389,490	\$ -	55%	60	30%	\$ 750,000	\$ 131,470	\$ 994,133	\$ -	\$ 1,875,603
228.279	SULLIVAN SD #1	5580-03	Construct WWTP/Regional Upgrade	Robertson	Bushby	\$ 4,441,300	\$ -	55%	55	30%	\$ 750,000	\$ 133,022	\$ 1,005,867	\$ -	\$ 1,888,889
150.203	CLARKS MILLS SD	4322-04	Upgrade L.S.;Construct Force Main- Regionalization w/Valders	Hannes	Bushby	\$ 3,658,045	\$ -	55%	65	30%	\$ 497,414	\$ -	\$ 2,000,000	\$ -	\$ 2,497,414
119.352	HOWARDS GROVE, VILLAGE OF	4326-07	Upgrade WWTP-Phosphorus Chem Feed, Effluent Filter, Controls	Fuja	Atkinson	\$ 3,145,300	\$ -	55%	15	0%	\$ -	\$ -	\$ -	\$ -	\$ -
110.417	PEWAUKEE, CITY OF	4531-06	Update FRWPCC for Phosphorus Reduction	Fuja	Sweeney	\$ 1,624,903	\$ -	55%	0	0%	\$ -	\$ -	\$ -	\$ -	\$ -
107.379	TWIN LAKES, VILLAGE OF	4675-05	Upgrade WWTP	Fuja	Hubeler	\$ 11,710,370	\$ -	55%	25	0%	\$ -	\$ -	\$ -	\$ -	\$ -
102.260	LITTLE SUAMICO SD #1	4486-07	Install Reactive Sand Filtration System	Hannes	Balگوoyen	\$ 2,985,615	\$ -	55%	50	15%	\$ 297,843	\$ 1,000,000	\$ -	\$ -	\$ 1,297,843
93.279	AVOCA, VILLAGE OF	4152-03	Install Mechanical Screen at Headworks of WWTP	Robertson	Atkinson	\$ 439,247	\$ -	33%	105	60%	\$ 263,549	\$ -	\$ -	\$ -	\$ 263,549
84.360	BALDWIN, VILLAGE OF ¹	4540-09	Construct New WWTP for Phosphorus Compliance	Cameron	Hubeler	\$ 16,024,059	\$ -	55%	40	15%	\$ 750,000	\$ 1,000,000	\$ -	\$ -	\$ 1,750,000
79.269	HOLLAND SD NO. 1 - BROWN	4532-08	Upgrade WWTP	Hannes	Hubeler	\$ 10,877,758	\$ 1,608,250	55%	45	15%	\$ 636,349	\$ -	\$ -	\$ -	\$ 636,349
77.308	MONTICELLO, VILLAGE OF ¹	4016-07	Upgrade WWTP	Robertson	Olson	\$ 5,179,050	\$ 50,000	55%	55	30%	\$ 750,000	\$ 1,000,000	\$ -	\$ -	\$ 1,750,000
76.283	NORTH FREEDOM, VILLAGE OF ¹	4156-05	Upgrade WWTP - Phosphorus Removal, Building, etc.	Robertson	Leizinger	\$ 489,000	\$ -	33%	90	45%	\$ 134,231	\$ 190,710	\$ -	\$ -	\$ 324,941
75.409	FORT ATKINSON, CITY OF ¹	4035-04	Upgrade WWTP	Robertson	Leizinger	\$ 16,000,200	\$ -	55%	30	15%	\$ 750,000	\$ 1,000,000	\$ -	\$ -	\$ 1,750,000
75.285	AUBURNDALE, VILLAGE OF ¹	5568-02	WWTP Upgrade - Add Chemical Feed for Phosphorus Removal	Cameron	Cassidy	\$ 499,306	\$ -	55%	60	30%	\$ 74,896	\$ 249,653	\$ -	\$ -	\$ 324,549
70.391	ASHLAND, CITY OF	4525-13	Rehab Sanitary Sewers & Manholes - Districts 1 & 2	Andruczyk	Sweeney	\$ 1,062,837	\$ -	33%	90	55%	\$ 584,561	\$ -	\$ -	\$ -	\$ 584,561
70.391	ASHLAND, CITY OF ²	4525-17	Rehab Sanitary Sewers & Manholes - Districts 7 & 8	Andruczyk	Sweeney	\$ 857,778	\$ -	33%	90	55%	\$ 165,439	\$ -	\$ -	\$ -	\$ 165,439
70.353	PESHTIGO, CITY OF	4122-09	Replace Dual Pipe Sanitary Sewer River Crossing	Hannes	Olson	\$ 1,274,200	\$ -	33%	75	30%	\$ 382,260	\$ -	\$ -	\$ -	\$ 382,260
69.443	SUPERIOR, CITY OF	4186-28	Rehab/Improve CSTP5 Facility	Andruczyk	Balگوoyen	\$ 1,865,000	\$ -	55%	60	30%	\$ 559,500	\$ -	\$ -	\$ -	\$ 559,500
68.406	TWO RIVERS, CITY OF	4107-49	Design/Construct 20th St. Wet Detention Pond	Hannes	Balگوoyen	\$ 1,158,727	\$ -	55%	70	30%	\$ 347,619	\$ -	\$ -	\$ -	\$ 347,619
67.602	MILWAUKEE MSD	3275-01	Aereation Galleries RAS Header Piping S02013C02	Fuja	Calhoon	\$ 3,825,931	\$ -	55%	30	15%	\$ 505,023	\$ -	\$ -	\$ -	\$ 505,023
67.602	MILWAUKEE MSD	3258-01	SS Roofs Phase 4 S06039-C01	Fuja	Calhoon	\$ 1,197,868	\$ -	55%	30	15%	\$ 179,681	\$ -	\$ -	\$ -	\$ 179,681
67.397	NEW RICHMOND, CITY OF	4077-10	Upgrade WWTP	Cameron	Leizinger	\$ 3,492,600	\$ -	55%	25	0%	\$ -	\$ -	\$ -	\$ -	\$ -
65.602	MILWAUKEE MSD ²	3264-01	D&D First Stage J04065-C01	Fuja	Calhoon	\$ 7,523,470	\$ -	55%	30	15%	\$ 65,296	\$ -	\$ -	\$ -	\$ 65,296
65.602	MILWAUKEE MSD ²	3278-01	Replace Greens Grade Train J04035C01	Fuja	Calhoon	\$ 5,566,432	\$ -	55%	30	15%	\$ -	\$ -	\$ -	\$ -	\$ -
65.472	LA CROSSE, CITY OF ¹	4105-03	Upgrade WWTP	Cameron	Sweeney	\$ 74,182,892	\$ 22,700,000	55%	60	40%	\$ 750,000	\$ 1,000,000	\$ -	\$ -	\$ 1,750,000
65.423	BEAVER DAM, CITY OF	4377-06	Replace Sanitary Sewer - S Spring St	Robertson	Olson	\$ 1,240,023	\$ -	55%	40	15%	\$ 207,130	\$ -	\$ -	\$ -	\$ 207,130
64.302	O'DELL'S BAY SD #1 ¹	5308-02	Upgrade WWTP	Cameron	Bushby	\$ 3,863,850	\$ -	55%	95	45%	\$ 750,000	\$ 136,394	\$ -	\$ -	\$ 886,394
64.232	EGG HARBOR, VILLAGE OF	4684-06	Upgrade WWTP	Hannes	Farmer	\$ 3,558,850	\$ 50,565	55%	60	40%	\$ 750,000	\$ -	\$ -	\$ 3,606	\$ 753,606
63.324	PALMYRA, VILLAGE OF ¹	5033-04	Upgrade WWTP	Robertson	Atkinson	\$ 3,762,808	\$ -	55%	65	30%	\$ 750,000	\$ 155,566	\$ -	\$ -	\$ 905,566
63.319	BANGOR, VILLAGE OF ¹	4357-06	Upgrade WWTP with Chem Feed (Phos)	Cameron	Scott	\$ 743,500	\$ -	55%	40	15%	\$ 57,129	\$ 362,643	\$ -	\$ -	\$ 419,772
63.316	CORNELL, CITY OF	4666-02	Upgrade WWTP	Cameron	Cassidy	\$ 3,777,665	\$ -	33%	120	60%	\$ 750,000	\$ -	\$ -	\$ -	\$ 750,000
62.316	PHILLIPS, CITY OF	4436-05	Upgrade WWTP	Andruczyk	Cassidy	\$ 1,762,000	\$ -	33%	110	60%	\$ 750,000	\$ -	\$ -	\$ -	\$ 750,000
61.204	TONY, VILLAGE OF	4416-03	Update WWTP; Install SCADA System	Andruczyk	Olson	\$ 261,939	\$ -	33%	125	60%	\$ 157,164	\$ -	\$ -	\$ -	\$ 157,164
60.340	NEKOOSA, CITY OF	4042-10	Replace Sanitary Sewer - Wood Ave	Cameron	Bushby	\$ 1,358,870	\$ -	33%	85	45%	\$ 611,492	\$ -	\$ -	\$ -	\$ 611,492
60.263	BLUE RIVER, VILLAGE OF ¹	4374-03	Upgrade WWTP - Install Phosphorus Removal System, etc.	Robertson	Calhoon	\$ 444,471	\$ -	33%	110	60%	\$ 213,347	\$ 88,895	\$ -	\$ -	\$ 302,242
57.289	ALMA, CITY OF	5103-02	WWTP Upgrade - New Clarifier	Cameron	Olson	\$ 897,281	\$ -	33%	105	60%	\$ 538,369	\$ -	\$ -	\$ -	\$ 538,369
56.218	HATFIELD SD #1 ¹	4046-03	Upgrade WWTP - Chem Feed for Phosphorus Removal	Cameron	Cassidy	\$ 463,501	\$ -	55%	85	45%	\$ 156,432	\$ 115,876	\$ -	\$ -	\$ 272,308
55.406	TWO RIVERS, CITY OF ²	4107-46	Sewer Rehab/Replace-24th, 25th, & Madison Sts, plus Laterals	Hannes	Balگوoyen	\$ 1,507,838	\$ -	55%	70	30%	\$ 402,381	\$ -	\$ -	\$ -	\$ 402,381
50.577	MILWAUKEE, CITY OF	4428-28	2020 Replacement & Rehab of Sanitary/Combined Sewers	Fuja	Scott	\$ 18,010,333	\$ -	55%	80	45%	\$ 750,000	\$ -	\$ -	\$ -	\$ 750,000
50.489	RACINE, CITY OF	4285-24	Replace & Relocate West 6th Street Interceptor Sewer	Fuja	Scott	\$ 1,414,363	\$ -	55%	65	40%	\$ 565,746	\$ -	\$ -	\$ -	\$ 565,746
50.406	TWO RIVERS, CITY OF ²	4107-53	Replace Pine Tree Drive Lift Station	Hannes	Balگوoyen	\$ 534,500	\$ -	55%	70	30%	\$ -	\$ -	\$ -	\$ -	\$ -
50.392	ANTIGO, CITY OF ³	4075-05	Replace SS on Fifth Ave.	Andruczyk	Sweeney	\$ 1,757,368	\$ -	33%	105	60%	\$ 83,692	\$ -	\$ -	\$ -	\$ 83,692
50.379	TWIN LAKES, VILLAGE OF	4675-06	Upgrade 8 Lift Stations	Fuja	Hubeler	\$ 2,220,790	\$ -	55%	25	0%	\$ -	\$ -	\$ -	\$ -	\$ -
50.356	PULASKI, VILLAGE OF	4126-07	Upgrade Aeration System and Remove Sludge	Hannes	Atkinson	\$ 1,949,995	\$ -	55%	45	15%	\$ -	\$ -	\$ -	\$ -	\$ -
50.353	LADYSMITH, CITY OF	4574-10	Replace Sanitary Sewer - 1st Street	Andruczyk	Farmer	\$ 131,913	\$ -	33%	95	45%	\$ -	\$ -	\$ -	\$ -	\$ -
50.353	LADYSMITH, CITY OF	4574-11	Replace Sanitary Sewer - Lake Ave East	Andruczyk	Farmer	\$ 230,665	\$ -	33%	95	45%	\$ -	\$ -	\$ -	\$ -	\$ -
50.353	LADYSMITH, CITY OF	4574-12	Replace Sanitary Sewer - W 3rd Street	Andruczyk	Farmer	\$ 238,835	\$ -	33%	95	45%	\$ -	\$ -	\$ -	\$ -	\$ -

Priority Score	Municipality	Project Number	Project Description	CME	Project Manager	CWFP Requested Amount	Estimated Green Amount	% of Market Rate	Total PF Points Received	Eligible Regular PF %	Allocated Regular PF	Allocated Phosphorus Priority PF	Allocated Regionalization Priority PF	Allocated Energy Efficiency Priority PF	Total PF (Regular + Priority)
50.353	LADYSMITH, CITY OF	4574-13	Replace Sanitary Sewer - W 4th Street	Andruczyk	Farmer	\$ 113,842	\$ -	33%	95	45%	\$ -	\$ -	\$ -	\$ -	\$ -
50.346	AMERY, CITY OF	4338-05	Replace Sanitary Sewer on Keller Ave	Andruczyk	Balgooyen	\$ 1,680,489	\$ -	33%	95	45%	\$ -	\$ -	\$ -	\$ -	\$ -
50.326	CAMPBELLSPORT, VILLAGE OF	4625-07	Replace/Rehab Sanitary Sewer - State Highway 67	Hannes	Leizinger	\$ 1,160,848	\$ -	55%	55	30%	\$ -	\$ -	\$ -	\$ -	\$ -
50.321	THORP, CITY OF	4669-07	Replace Sanitary Sewer - Grant & Boardman Streets	Cameron	Cassidy	\$ 360,140	\$ -	33%	85	45%	\$ -	\$ -	\$ -	\$ -	\$ -
50.294	PITTSVILLE, CITY OF	5135-06	Rehab/Relay Cat Street Interceptor Sewer	Cameron	Atkinson	\$ 692,325	\$ -	55%	80	45%	\$ -	\$ -	\$ -	\$ -	\$ -
50.292	STODDARD, VILLAGE OF	4043-07	Replace Sanitary Sewer - Main St, Badger St, & Division St	Cameron	Leizinger	\$ 639,785	\$ -	55%	75	30%	\$ -	\$ -	\$ -	\$ -	\$ -
50.290	SIREN, VILLAGE OF	4736-03	Replace & Relocate Clear Lake Street Lift Station	Andruczyk	Farmer	\$ 515,242	\$ -	0%	145	60%	\$ -	\$ -	\$ -	\$ -	\$ -
50.288	BRUCE, VILLAGE OF	5597-01	Replace SS and 1 Lift Station, Upgrade Main Lift Station	Andruczyk	Olson	\$ 1,760,123	\$ -	0%	145	60%	\$ -	\$ -	\$ -	\$ -	\$ -
50.204	TONY, VILLAGE OF	4416-02	Replace Main Lift Station; Upgrade School Lift Station; etc.	Andruczyk	Olson	\$ 743,871	\$ -	33%	125	60%	\$ -	\$ -	\$ -	\$ -	\$ -
50.185	PORTLAND SD NO.1	5083-02	Rehab/Replace Sanitary Sewer	Robertson	Hubeler	\$ 480,500	\$ -	55%	60	30%	\$ -	\$ -	\$ -	\$ -	\$ -
Totals:						\$ 241,749,901	\$ 24,408,815	Total PF Allocated:			\$ 16,686,543	\$ 6,564,229	\$ 4,000,000	\$ 3,606	\$ 27,254,378
						Total PF Available:			\$ 16,686,543			\$ 12,000,000	\$ 8,000,000	\$ 250,000	\$ 36,936,543

¹ Phosphorus Priority PF allocation is tentative pending phosphorus reduction review.

¹ Phosphorus Priority PF allocation is tentative pending phosphorus reduction review.

² Project is eligible for PF, however, municipality has reached \$750,000 cap in regular PF.

³ Project is last on funding list to be allocated regular principal forgiveness. Project is allocated the remaining PF amount.

Application submitted after 9/30/20; project not eligible for PF.

Date Submitted	Municipality	Project Number	Project Description	CME	Project Manager	CWFP Requested Amount	Estimated Green Amount	% of Market Rate
10/22/20	HOLLAND SD NO. 1 - BROWN	4532-07	Replace Sanitary Sewers/Interceptors	Hannes	Hubeler	\$ 1,746,000	\$ -	55%

Funding List Column Descriptions:
<https://dnr.wi.gov/files/PDF/pubs/cf/CF0069.pdf>

Interest Rate Subsidy Agreement (IRSA) Applicants; project not eligible for PF.

Priority Score	Municipality	Project Number	Project Description	CME	Project Manager	CWFP Requested Amount	% of Market Rate
70.24	Roxbury SD #1	4418-03	Replace Sanitary Sewers & Reduce I&I	Robertson	Olson	\$ 606,404	55%



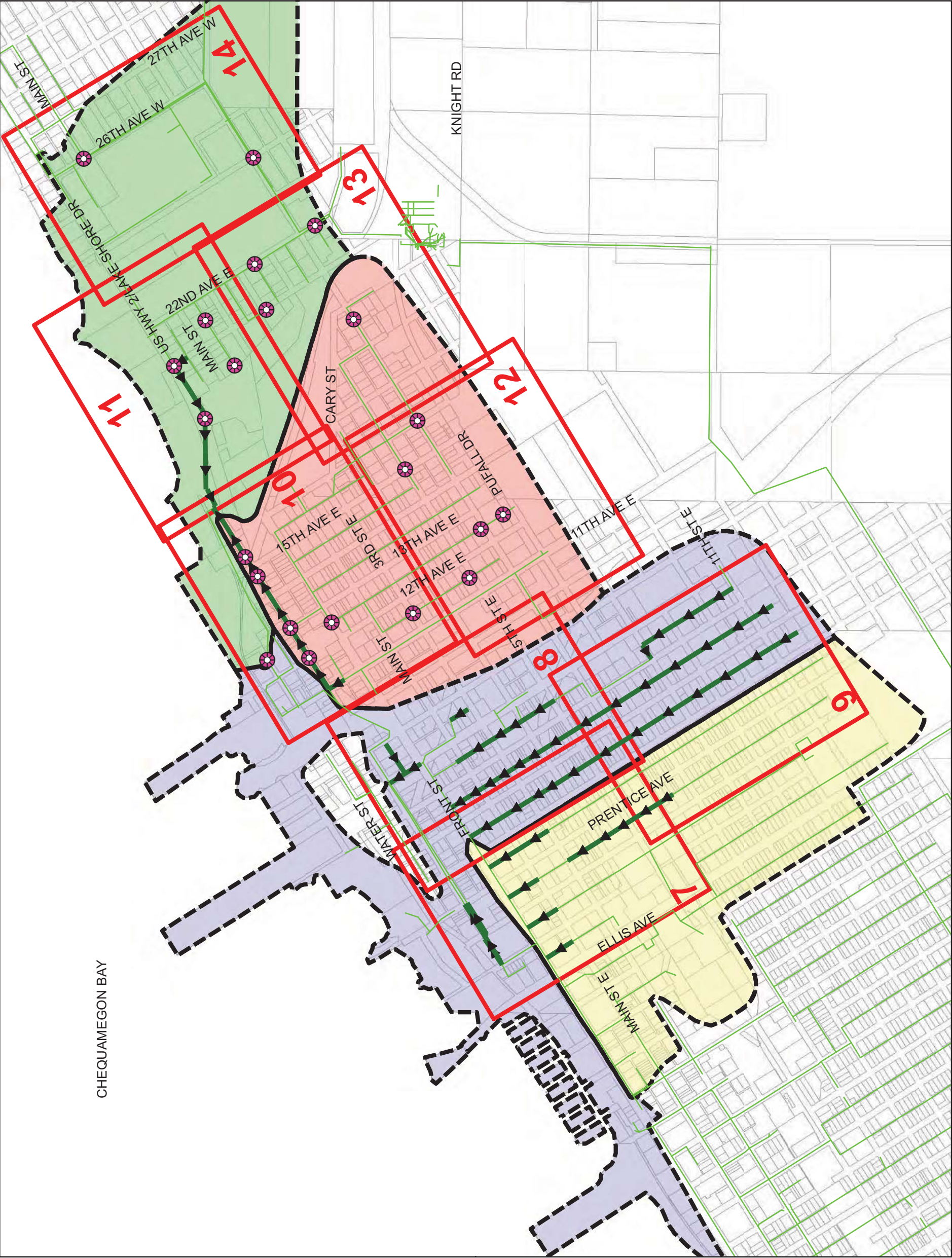
PHONE: 715.236.4000
1701 WEST KNAPP STREET,
SUITE B
RICE LAKE, WI 54868
www.sehinc.com

DESIGNED:	AOB
CHECKED:	BWC
FILE NAME:	ASHLA
SEH FILE NO:	155364
DATE:	3/1/2021
SCALE:	1" = 1,000'

Symbol	Description	Date	Appr.

Legend

- Sanitary Sewer CIPP Lining
- Sanitary Manhole Repair
- Sanitary Sewer
- Sewer District 1
- Sewer District 2
- Sewer District 7
- Sewer District 8
- Sheet Number



SUBJECT: Approve to Waive the Advertisement Requirement Set Forth in Chapter 194.04, Ashland City Ordinances, and Award a Contract for Professional Services to Short Elliot, Hendrickson (SEH) for the 2022 Sanitary Sewer Collection System Repair Project (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Finance Director
Public Works Director
Utility Manager

EXHIBITS: 1. Agreement for Professional Services

EXPENDITURES REQUIRED: \$ 256,000.00 Engineering Services
\$ 12,800.00 Contract Contingency (5%)
\$ 268,800.00 Project Total

AMOUNT BUDGETED: \$268,800.00 - WI DNR Clean Water Loan (FY 2022)

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on March 24, 2020 that Short, Elliot, Hendrickson, 3535 Vadnais Center Dr, St Paul, MN 55110 is in compliance with Ashland City Ordinance 923.10.

COMPLIANCE WITH ORDINANCE 51: N/A

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: N/A

SUMMARY STATEMENT:

At the March 31, 2020 meeting, City Council approved award of a contract for engineering services with Short, Elliot Hendrickson (SEH). Under this contract, SEH has designed and managed a project for repair and rehabilitation of sanitary sewer mains in District 7 and 8. This project was successfully completed in Fall 2020. SEH has also worked with City staff to complete an application for a Wisconsin Department of Natural Resources' (WI DNR) Clean Water Loan Program (CWLP) for a larger 2021 project.

SEH was competitively selected for the for work related to these two projects due their staff expertise in the use of Cured In Place Pipe (CIPP) lining, manhole rehabilitation, condition assessment of sewer mains, inspection of associated construction activities and administration of the WI DNR CWLP.

SEH has also worked with City staff to submit preliminary documentation for additional CWLP funding in Fiscal Year 2022. While the work completed in 2020 and planned for 2021 has and will result in a quantifiable

reduction of infiltration and inflow (I&I) within the City's sewer collection system, continued and sustained progress in this area is critical to ensure that I&I is effectively reduced and reliability of the collection system is maintained (ie reduction in sewer backups).

Due to SEH's familiarity with the City's I&I issues, knowledge of existing sewer collection system projects and the CWLP, the Public Works Department is requesting Council approval to waive the advertisement requirement and enter into a contract with SEH for engineering design and CWLP administration services.

The scope of services provided by SEH will include design of sewer collection system repairs (pipe and manholes) via both trenchless technology as well as direct excavation. City staff has become aware of several existing sewer mains requiring total replacement in 2022 due heavily deteriorated condition. SEH will also assist the City in pursuing additional CWLP funding for this work. It is anticipated that CWLP funding provided will have an interest rate between 1-2% and possibly include principal forgiveness.

The cost of the project supported by SEH's services and funded by the CWLP is anticipated to total \$1.5 million. The cost of SEH's services for design and construction management represent 17.9% of the combined project total, which is well in line with industry standards for professional engineering services.

The Public Works Department recommends entering into an agreement with SEH for engineering services at a cost of \$268,800.

Sec. 194.04. Purchases of more than \$30,000. Purchases of more than \$30,000 may be authorized by the City Council upon advertisement, unless the advertisement requirement is waived by a majority vote of the City Council. Advertisement may be supplemented by solicitation or, upon approval by a majority vote of the City Council, may be substituted for advertisement. This section applies to the purchase of tangible personal property and to services, but does not apply to construction contracts under sec. 62.15, Wis. Stats.

Agreement for Professional Services

This Agreement is effective as of March 30, 2021, between City of Ashland (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **2022 Sanitary Sewer Collection System Repairs – Districts 2, 3, 4, 11 & 12.**

Client's Authorized Representative: John Butler, PE
Address: 2020 6th Street East
Ashland, WI 54806
Telephone: 715.685.1648 **email:** jbutler@coawi.org

Project Manager: Bryan Cunningham, PE
Address: 1701 West Knapp Street, Suite B
Rice Lake, WI 54868
Telephone: 715.861.4987 **email:** bcunningham@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 07.14.16), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

The Consultant will provide analysis, design, bidding and construction services for the Sewer Collection System Repair project, as follows:

1. **Project Analysis**
 - (a) Review the City's GIS utility mapping, along with applicable televising inspections and condition reports of pipe segments and manholes provided by the City. Our review will:
 1. Use priority set by City for pipes and manholes recommended for open-cut replacement
 2. Prioritize pipes for Cure in Place Pipe (CIPP) lining
 3. Prioritize manholes for lining. City shall provide preliminary database of manhole attributes for beginning analysis.
 4. Prepare a rough preliminary estimate of the total of open cut, pipe lining, and manhole lining elements combined, to target a total project cost of \$1.5 million, in line with the City's DNR Clean Water Fund (CWF) application.
2. Prepare two sets of **plans and specifications** containing plan sheets, project manual, and an opinion of probable project cost, with pipes and structures identified and selected by SEH and City staff.
 - (a) Design and plans for a **CIPP project** to include:
 1. Determination of what general preparation work the contractor will need to complete for each segment before they can begin CIPP work.
 2. Review application of the cure method of the new pipe, considering hot water or steam.
 3. Recommendation of selected manholes for lining
 4. Prepare a tabulation which describes the CIPP preparation work, and the CIPP work, for each segment of pipe.
 5. Prepare plan sheets utilizing aerial photography with manhole locations from City GIS mapping, incorporating notes as required for bidding. GIS, televising and other record data will be used to develop CIPP plans and no field survey will be required for this portion of the project.
 6. Temporary conveyance bypass pumping plan and traffic control for work on Main Street, if these pipe segments are selected for lining.

7. It is anticipated that this CIPP project includes approximately 20,000 feet of sanitary sewer piping and roughly 50 manholes, in various locations within Districts 2, 3, 4, 11, and 12. If the length, size, or location of these sewers is substantially different, requiring more design effort, SEH may look to negotiate for additional services.
- (b) Design and plans for an **open-cut sewer replacement project** to include:
 1. Topographic survey of areas identified for open-cut pipe replacement, processed into CAD drawings of existing conditions. This will include mostly alley areas, with some additional areas along and adjacent to 6th Street East.
 2. Prepare plan sheets utilizing topographic survey and aerial photography (where applicable). Drawings would include plan and profile sheets indicating sewer layout and grades, and surface restoration, replacing alley and street areas in kind.
 3. Plans will show extent of service lateral replacement to the right-of-way in coordination with City's policies. It is assumed that City of Ashland will coordinate any individual contact or discussions with property owners regarding sewer lateral replacement.
 4. It is anticipated that this project includes approximately 3200 feet of sanitary sewer piping, in various locations along alley corridors within District 11. If the length, size, or location of these sewers is substantially different, requiring more survey or design effort, SEH may look to negotiate for additional services.
- (c) The Consultant will coordinate with private utilities for locations, and provide a copy of the proposed plans, for their review.
- (b) Prepare an opinion of probable total cost for each project, including approximation of sanitary sewer lateral costs for City to use in their Special Assessment process.
- (c) Provide DNR submittal for Sanitary Sewer permit and engineering report/facility plan as required for CWF approval
- (d) This task includes three (3) virtual/online meeting with City staff.
3. Bidding assistance and **Bidding documents**
 - (a) Prepare final bidding documents, Ad for Bid, online plan distribution, engineer's opinion of probable cost, bidders list and answer contractor bidding questions for both projects
 - (b) In coordination with City GIS personnel, release televising videos via web links for bidder review
 - (c) Review qualifications of CIPP liner manufacturers for bidding
 - (d) Prepare bid tabulations and a Recommendation to Award for each project
4. **Construction engineering and administration**
 - (a) Schedule, send invitations, prepare agendas, attend the two pre-construction conferences, provide minutes of the meetings.
 - (b) Provide construction staking for open-cut project (CIPP project will have no field staking)
 - (c) Provide 50% part time Resident Project Representative services of construction activities (approximately 225 hours of field staff on site) for CIPP project.
 - (d) Provide 25% part time Resident Project Representative services of construction activities for open-cut sewer replacement project (approximately 125 hours of field staff on site).
 - (e) Document pay quantities, review and approve Applications for Payment requests
 - (f) Provide final construction quantities and costs for properties service with new sewer laterals for the City to use in their Special Assessment process.
 - (g) Respond to contractor questions and requests
 - (h) Review pre-lining televising footage prior to lining and coordinate with Contractor on lateral reinstatement locations, potential repair or pre-liner locations
 - (i) Review post-lining televising footage for final acceptance of the rehabilitation work
 - (j) Provide record plans for open-cut and CIPP projects
5. **WDNR Clean Water Fund Loan (CWF) application and administration for the 2022 CIPP project**
 - (a) Sub-Task 1- **CWF Application**
 1. Confirm scope of the project with the Client, to be submitted to the WDNR prior to the September 30, 2021 application deadline.

2. Assemble required documentation. SEH will work with the Ashland staff, Financial Advisor, Bond Counsel, Attorney and other professionals as required to assemble required documentation for the CWF application.
3. Draft resolutions and work with the Client on adoption of the WDNR required Authorized Representative Resolution and the Reimbursement Resolution by the City Council.
4. Complete the Financial Assistance Application to the DNR through the electronic filing system.
5. Coordinate with Client and submit necessary financial documentation.
6. Complete and submit necessary documentation for Archaeological, Endangered Resources and Historical Review requests.
7. Submit necessary documentation for Disadvantaged Business Enterprise (DBE), American Iron and Steel, and Green Project Reserve certification.
8. Coordinate with the Engineer submission of plans, specifications and engineering report.
- (b) Sub-Task 2- **CWF Administration** (This Sub-task will only be completed upon acceptance of funding from WDNR, which would be known after WDNR announcement of the project funding list typically expected in November or December 2021).
 1. General Administration.
 - a. Set up a complete set of file folders that meet the Department's requirements.
 - b. Review proposed contract between the community and Department. Propose revisions to contract.
 2. Financial Management.
 - a. Draft all financial management forms.
 - b. Complete all drawdown requests to the Department.
 - c. Maintain required records.
 - d. Final report
 3. Equal Opportunity and Procurement Requirements.
 - a. Ensure compliance with MBE/WBE requirements.
 - b. Maintain compliance with Executive Order 11246, 11914 and 11250 and the Age Discrimination Act (P.L. 94-135).
 - c. Ensure all required federal and state forms are in all bidding documents, as appropriate.
 4. Document compliance with Drug-Free Workplace Act, (P.L. 100-690).
 5. Assist the City in documenting compliance with the Real Property Acquisition Policies Act.
 6. American Iron and Steel Requirement Compliance.
 7. Assist in Central Contractor Registration requirements.
 8. Labor Standards.
 - a. Ensure proper Davis Bacon Wage Rates are inserted in all bid documents.
 - b. Assist with Davis Bacon requirements.
 - c. Review payrolls on a weekly basis.
 - d. Document payroll violations.
 - e. Work with contractor to correct wage underpayments (if applicable).
 9. Document compliance with lobbying restrictions (Section 319 (P.L. 101-121)).
 10. Audit Requirements. Determine what level of Audit (if any) is required. Coordinate and submit audit. Audits and Audit costs are the responsibility of the Client.
 11. Loan Closing. Coordination of loan closing between the Community, DNR and DOA.
 12. Close Out. Complete Close out documentation. Schedule and participate in Department monitoring visit (if required by the Department).
 13. The fee for Sub-task 2 – CWF Administration is based on a construction period of up to 20 months requiring two bid packages, each with a single general contractor. This also assumes SEH is performing Design and Construction Engineering for the project. If this changes, then the scope, schedule and/or fee will need to be adjusted.

6. **Flow monitoring** of sanitary sewer system
 - (a) Identify monitoring locations and install flow meter equipment for each respective rehabilitation area. Based on the five (5) sewersheds identified for repair, it may be necessary to utilize as many as six (6) flow meters in order to monitor all of the areas. This assumption utilizes locations consistent with the 2009 sewer study. Flow meters will only be utilized for sewersheds where repairs are being completed.
 - (b) Flow monitoring equipment will be provided by SEH at a rate of \$600 per month per unit. It is intended that all units will be equipped with a cellular communication modem to transmit data to SEH servers on a daily basis. In the event that cellular communications cannot be established, manual data downloads may need to be completed every 2 weeks by City staff or additional costs may need to be incurred for SEH to complete the necessary downloads.
 - (c) SEH will perform necessary maintenance on flow meters to ensure data integrity. Maintenance costs are assumed to be two (2) visits per monitoring period; however they will only be billed if used. Estimate includes up to four (4) SEH visits, with remaining maintenance to be performed by City staff.
 - (d) Flow monitoring is anticipated to be completed in two phases: pre-lining and post-lining, each lasting for approximately three (3) months in duration. The pre-lining monitoring could commence as early as July 1, 2021. Pending the completion of the rehabilitation, post-lining monitoring would be anticipated to start in July 1, 2020 to provide consistent seasonal comparison. Alternate timing may occur in coordination with overall project schedule or City discussions. Monitoring will also consider occurrence of wet-weather events after the completion of the associated pipe lining activities.
 - (e) All pre-lining flow monitoring is planned to be completed at the same time for all sewersheds. The same applies for the post-lining monitoring. Should the need arise to monitor sewersheds at different intervals, such as if the CIPP and open cut projects have significantly different schedules, additional installation/removal costs could be incurred.
 - (f) All flow monitoring data will be collected and reviewed by SEH staff in accordance with the implementation of the cellular communication modules. As noted above, if cellular communication cannot be established additional City involvement may be required in order to save on cost SEH will provide a final technical memorandum detailing the flow monitoring results at the completion of the rehabilitation projects.

Additional Services: These services are not included in the estimated fee. If requested by the Community, SEH will complete them on a time and materials basis at SEH's current rates.

1. **Highway Pipe Areas:** The project does not anticipate any work on CIPP or open-cut pipes within or connecting to Highway 2. Any expansion of the project into Highway 2 or requirement for WisDOT permitting would require additional services.
2. **Underwater pipes:** SEH may not be able to make recommendations for certain pipes if inspections were incomplete due to submerged televising. If supplementary investigations are required, additional services may be necessary.
3. **Detailed Historical/Archeological Review:** This section applies to providing documentation above and beyond the original submittal that is required to accompany the CWF Financial Assistance Application. Projects that are determined to impact historic or potentially historic properties, or are located in historic districts may have a higher standard of review. This may include documentation of compliance with 36 CFR Part 800, Protection of Historic Properties (also known as Section 106 Compliance). This is in addition to any local ordinance compliance with the Community's Municipal Code or other requirements associated with development in the historic districts
4. **Detailed Floodplain/Wetland Review:** This applies to providing documentation above and beyond the original submittal that is required to accompany the CWF Financial Assistance Application. If portions of this project occur in an area identified as flood hazard areas, wetland encroachment, or impacting water resources, further study will be required and documentation provided as an additional service.

5. **Publication of Notices** required by the grant application or administration process. Publishing arrangements and all costs associated with any required public notices shall be a direct expense of the City.
6. **Labor Standards:** As of the time of this contract, field interviews to determine compliance with Federal Labor Standards are not required by DNR. Should such requirement change, or should there be evidence of failure by contractor(s) to comply with wage requirements and field interviews are required, SEH can complete said interviews as an additional service.
7. **Accounting, Financial Advisor or Legal fees** that may be required as part of the grant application or administration process.
8. **Permits:** Although the open-cut project may disturb more than one acre, as a utility project we anticipate it being exempt from DNR stormwater management coverage.
9. **Easements or Property Owner Coordination:** Where sewers may cross private property or appear to run outside of established alley or street right-of-way, SEH will rely on City for locating, coordinating, or establishing property interest documentation. City will also make arrangements and notifications regarding sewer laterals according to their policies.
10. **Field Survey:** SEH has planned for approximately 3200 feet of topographic survey for the open-cut portion of the project. This assumes that the plans for the CIPP portion can be developed based on existing GIS, televising, and record drawings, and would not require field survey. If substantially more field survey is required, it will be considered an additional service.

Resident Project Representative Services: Part-time 50% RPR services will be provided in 2022 for the CIPP construction project, with part-time 25% RPR services for the open-cut project, in accordance with attached Exhibit B.

Schedule: The Consultant will commence work on the design phases for the 2022 CIPP project as soon as authorized by the City. The goal is to complete preliminary analysis and basic selection of pipes for open-cut or CIPP in summer of 2021, to allow topographic survey to take place. Preliminary design would produce plans suitable for DNR approval with the CWF application. Final bid documents for both projects would follow with a target to open bids in late 2021 or early 2022. It is anticipated that construction would take place in 2022. Flow monitoring would likely take place in fall of 2021 and fall of 2022, to get consistent data before and after the improvements are completed.

CWF tasks would take place according to DNR schedule, with the application due September 30, 2021. Additional coordination for the submittal of required documents will continue until loan closing. WDNR Clean Water Fund Administration is ongoing during construction and will be completed approximately 90-days after final construction.

Payment: The fee is hourly estimated to be **\$256,000**, including expenses and equipment. The detailed cost breakdown for each task is as follows:

1. Project analysis, design and bidding-	\$ 79,500
2. Construction services-	\$ 86,000
3. Clean Water Fund (CWF) grant application-	\$ 6,000 (Sub-task 1)
4. Clean Water Fund grant administration-	\$ 32,000 (Sub-task 2)
5. Pre/post flow monitoring services-	\$ 52,500

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1 and Exhibit B.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General

Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:

Section IV Paragraph C. Limitations on Consultant's Liability: Modify Paragraph 1. by changing the amount from five hundred thousand dollars (\$500,000) to one million dollars (\$1,000,000) at no additional cost to contract.

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Short Elliott Hendrickson Inc.

City of Ashland

By:  Bruce K. Olson
Title: Bruce K. Olson, PE (IL, IN, WI)
Principal

By: _____
Title: _____

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

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

B. Schedule

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

C. Additional Services

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

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

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

B. Indemnity for Environmental Issues

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

C. Limitations on Consultant's Liability

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

with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

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

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

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

Exhibit A-1
to Supplemental Letter Agreement
Between City of Ashland (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated March 30, 2021

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

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

A. Hourly Basis Option

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

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 80% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 20% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

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

B. Expenses

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

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

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

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

The Client shall pay Consultant monthly for equipment utilization.

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Exhibit B
to Supplemental Letter Agreement
Between City of Ashland (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated March 30, 2021

A Listing of the Duties, Responsibilities and
Limitations of Authority of the Resident Project Representative

Through more extensive on site observations of the construction work in progress and field checks of materials and equipment by the Resident Project Representative (RPR), Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the work of contractor (Work); but, the furnishing of such services will not make Consultant responsible for or give Consultant control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the Work in accordance with the Contract Documents. Contract Documents are the documents that govern or are pertinent to contractor's Work including but not limited to the agreement between Client and contractor, the contractor's bid, the bonds, specs, drawings, field orders, addenda, clarifications, interpretations, approved shop drawings and reports collectively called the Contract Documents. The duties and responsibilities of the RPR are further defined as follows:

A. General

RPR is an agent of Consultant at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the on site work shall in general be with Consultant and contractor keeping the Client advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of shop drawing submittals and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
2. Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - (a) Serve as Consultant's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Consultant in serving as Client's liaison with contractor when contractor's operations affect Client's on-site operations.
 - (b) Assist in obtaining from Client additional information, when required for proper execution of the Work.
4. Shop Drawings and Samples*:
 - (a) Record date of receipt of shop drawings and samples.
 - (b) Receive samples furnished at the site by contractor and notify Consultant of availability of samples.
 - (c) Advise Consultant and contractor of the commencement of any Work requiring a shop drawing or sample if the submittal has not been approved by Consultant.
5. Review of Work, Observations and Tests:
 - (a) Conduct on-site observations of the Work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - (b) Report to Consultant whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of

- Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- (c) Determine if tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Consultant appropriate details relative to the test procedures and start-ups.
 - (d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Consultant.
- 6. Interpretation of Contract Documents: Report to Consultant when clarification and interpretations of the Contract Documents are requested by contractor and transmit to contractor clarifications and interpretations as issued by Consultant.
 - 7. Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to Consultant. Transmit to contractor decisions as issued by Consultant.
 - 8. Records:
 - (a) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the construction contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.
 - (b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
 - (c) Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.
 - 9. Reports:
 - (a) Furnish Consultant periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of shop drawing and sample submittals.
 - (b) Consult with Consultant in advance of scheduled major tests, inspections or start of important phases of the Work.
 - (c) Draft proposed change orders and Work, obtaining backup material from contractor and recommend to Consultant change orders, and field orders.
 - (d) Report immediately to Consultant and Client upon the occurrence of any accident.
 - 10. Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
 - 11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Consultant for review and forwarding to Client prior to final payment for the Work.
 - 12. Completion:
 - (a) Before Consultant issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.
 - (b) Conduct final inspection in the company of Consultant, Client, and contractor and prepare a final list of items to be completed or corrected.
 - (c) Observe that all items on final list have been completed or corrected and make recommendations to Consultant concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Client.
2. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
3. Shall not undertake any of the responsibilities of contractor, subcontractors or contractor's superintendent.
4. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
5. Shall not accept shop drawing or sample submittals from anyone other than contractor.
6. Shall not authorize Client to occupy the Project in whole or in part.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Consultant.

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SUBJECT: Approve Contract with Hydro Corp for Cross Connection Services (*Public Works/Utility*)
Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director
Utility Operations Manager

EXHIBITS: 1. Hydro corp Cross-Connection Control Services Proposal,
February 15, 2021

EXPENDITURES REQUIRED: \$64,332.00 over three years. (\$21,444.00 per year)

AMOUNT BUDGETED: \$30,000.00 (per year) Fund 680

APPROPRIATION REQUIRED:

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on March 23, 2021, that HydroCorp is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

Since 2013, HyrdoCorp has been contracted to complete inspection of commercial, industrial, multi-family and public authority users that are serviced by the public water supply for cross-connections compliance. The Water Utility staff conducts inspection of private residents. HydroCorp will perform inspections of up to 450 Non-Residential water services within the City serviced by the public water supply for cross-connections. Compliance follow up visits shall be completed by HydroCorp and are included in the total inspections. The inspections will be conducted in accordance with the DNR Water Bureau Cross Connection Control regulations. The Utility is required to report annually to the WisDNR with regard to completed cross connections. HydroCorp will submit the required comprehensive management reports on a quarterly basis and prepare the State of Wisconsin, DNR Water Bureau Annual Cross Connection Control Program Activity Report assuring the Water Utility stays in compliance with the WisDNR regulation 810.15.

A cross-connection is any temporary or permanent connection between a public water system or consumer's potable (i.e., drinking) water system and any source or system containing non-potable water or other substances. An example is the piping between a public water system or consumer's potable water system and an auxiliary water system, cooling system, or irrigation system. Backflow into the public water system can pollute or contaminate the water in that system (i.e., backflow into a public water system can make the water in

that system unusable or unsafe to drink), and each water supplier has responsibility to provide water that is usable and safe to drink under all foreseeable circumstance. Furthermore, consumers generally have absolute faith that water delivered to them through a public water system is always safe to drink. For these reasons, each water supplier must take reasonable precautions to protect its public water system against backflow.

Public Works staff recommends approval to proceed with a contract with HydroCorp.

PROPOSAL

CROSS-CONNECTION CONTROL SERVICES

City of Ashland

2020 Sixth St E
Ashland WI 54806

February 15th 2021

KEEPING DRINKING WATER SAFE FOR INDUSTRIES AND MUNICIPALITIES

For over 30 years, HydroCorp™ has been dedicated to safe drinking water for companies and communities across North America. Fortune 500 firms, metropolitan centers, utilities, small towns and businesses – all rely on HydroCorp to protect their water systems, averting backflow contamination and the acute health risks and financial liabilities it incurs.



Cross-Connection Control /

Backflow Prevention

Water Meter Change Out & Installation
Services

Legionella Prevention & Control

Water System Surveys / Flow Diagrams

Pipe System Mapping & Labeling

Regulatory Compliance Assistance /
Documentation



MIDWEST OFFICE

5700 CROOKS RD STE 100
TROY MI 48098
800.315.4305 TOLL FREE
262.264.6402 PHONE

PROJECT CONSULTANT: Craig Wolf
612-850-8939 CELL
cwolf@hydrocorpinc.com EMAIL



Table of Contents

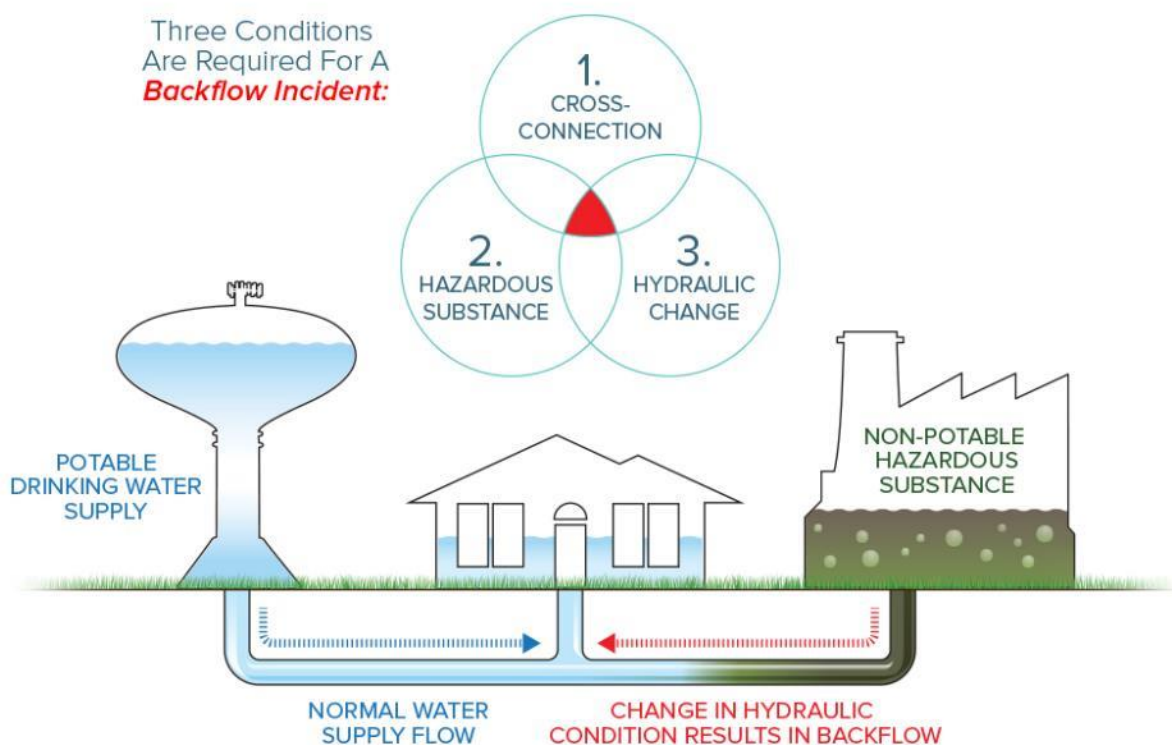
1. INTRODUCTION	2
1.1. Definitions	2
1.2. Common Cross-Connection Hazards.....	2
2. PROJECT WORK PLAN	3
2.1. Purpose of a Cross-Connection Control Program	3
2.2. Meeting the Cross-Connection Control Program Objectives	3
2.3. Stakeholders.....	3
2.4. Cross-Connection Control Plan Components.....	5
3. CROSS CONNECTION INSPECTION PROCESS	6
3.1. Inspections/Surveys	6
3.2. Definitions	6
3.3. CCC Program Process	7
3.4. Postal Notification Process - Inspections.....	8
4. WATER CUSTOMER CARE AND ADMINISTRATION PROCESS	9
4.1. Program Data	9
4.2. Database Software	9
4.3. Information Technology (I/T)	9
4.4. Program Data Backup and Storage	9
4.5. Public Awareness Education	10
5. EXECUTIVE SUMMARY, PROJECT FEES/COST	11
6. BACKGROUND	13
6.1. The HydroCorp Promise	13
6.2. Company Overview	13
6.3. Office Address & Contact Information.....	14
7. PROJECT REFERENCES	14
8. PROJECT TEAM QUALIFICATIONS	15



1. INTRODUCTION

1.1. Definitions

- Backflow – the undesirable reversal of flow of liquid, gas, or other substance in a piping system.
- Backflow Preventer – an assembly, device, or method that prevents backflow.
- Cross-Connection – an actual connection or a potential connection between any part of a potable water system and any other environment that would allow substances to enter the potable water system.
- Cross-Connection Control – a program to eliminate cross-connections or to prevent them from causing a public health threat.
- Cross-Connection Control Survey – the review of the plumbing system to determine the existence of potential or actual cross-connections and to assess the degree of hazard of protected and unprotected cross-connections.



1.2. Common Cross-Connection Hazards

- Garden Hose connections with missing backflow preventers.
- Water Softener discharge lines directly connected to drain piping.
- Boilers with missing or inappropriate backflow preventers.
- Improperly installed or Backflow Prevention Assemblies missing test documentation.

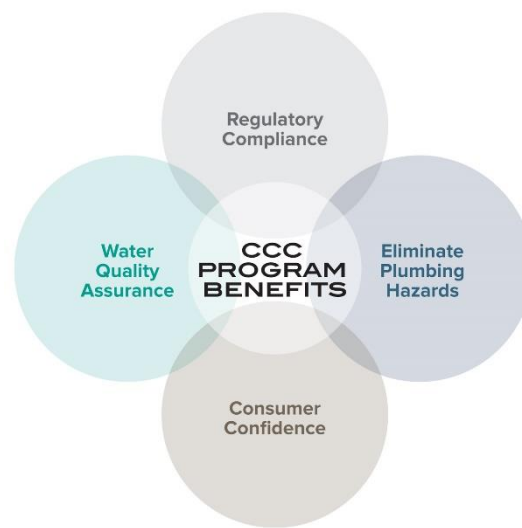


- Toilets with faulty or unapproved anti-siphon fill valves.
- Lawn Irrigation systems with missing or inappropriate backflow preventers.
- Restaurant equipment connected to water supply with missing backflow preventers.
- Dental office equipment with missing backflow preventers.
- Fire Sprinkler systems with missing or inappropriate backflow preventers.
- Chemical mixing systems in janitorial closets with missing backflow preventers.

2. PROJECT WORK PLAN

2.1. Purpose of a Cross-Connection Control Program

- Protect the water supply from backflow & public health and safety.
- Comply with state and local regulations (WI-DNR 810.15).
- Minimize risk and liability.
- Eliminate hazardous cross-connections to the drinking water supply.

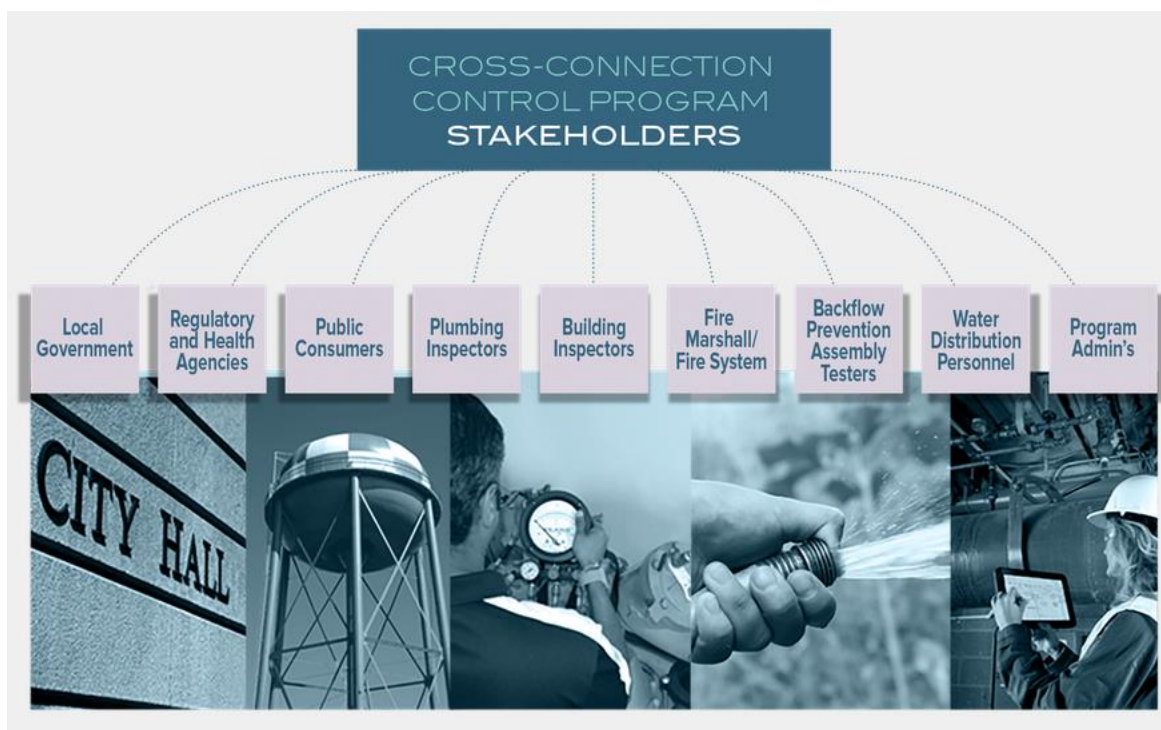


2.2. Meeting the Cross-Connection Control Program Objectives

- Providing cross-connection consultation to the **City of Ashland**.
- Developing a written comprehensive Cross-Connection Control Plan.
- Routinely inspecting water customers for cross-connections or potential cross-connections.
- Maintaining cross-connection control records.
- Notifying water customers of violations and corrective action instructions.
- Providing water customer non-compliance status to the water utility.
- Providing public education.

2.3. Stakeholders

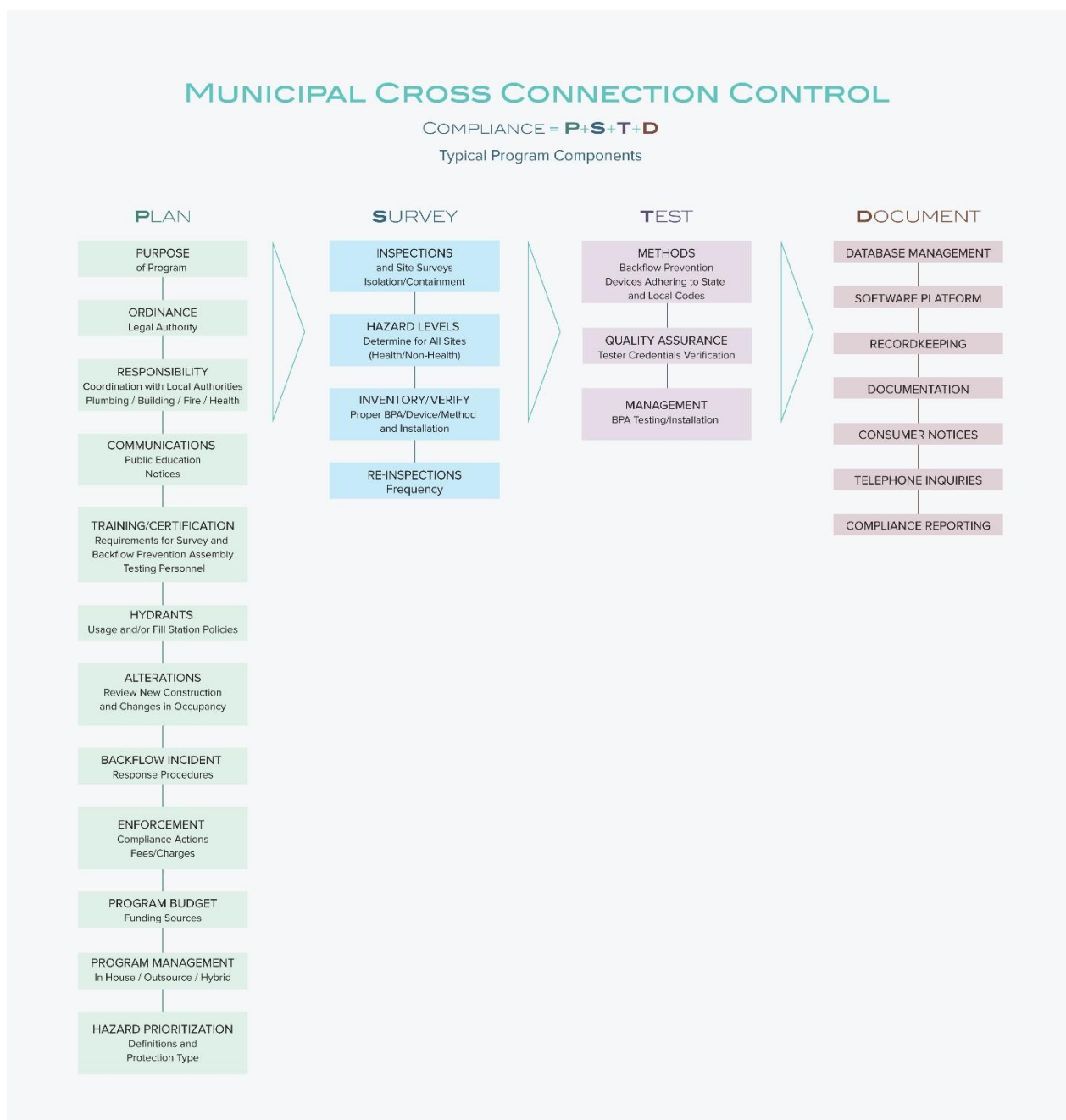
HydroCorp recognizes that many different stakeholders will be affected by a Cross-Connection Control Program. The following chart illustrates the various agencies, internal staff and external people that have an impact on overall program success and compliance.



HydroCorp strives to maintain a good working relationship and clearly communicate the goals of a Cross-Connection Control Program with all of the above stakeholders. We understand that our staff interaction in the community and with regulatory agencies is an extension of your positive community image. HydroCorp has maintained an excellent working relationship with local Mayors, City Managers, plumbing and building officials, health inspectors and others in order to provide them with a simple and clear understanding of the impact of a Cross-Connection Control program, regulations and the need to protect the drinking water supply from contamination.



2.4. Cross-Connection Control Plan Components





3. CROSS CONNECTION INSPECTION PROCESS

3.1. Inspections/Surveys

The water connections and plumbing systems of all water customers or accounts shall be initially inspected for the presence of cross connections. As a result of the initial inspection, a detailed record of each account shall be established.

Inspections shall consist of entering a facility from the point where water service enters the facility (usually the meter) and tracing the piping to each end point of use. Using standardized inspection forms, the inspector shall identify and note the location and nature of any direct and potential cross connections, location and details of backflow prevention devices & assemblies, and other pertinent program information. Inspectors having proper identification shall be permitted to enter the building/premises at reasonable times for the purpose of cross connection inspections. If the inspector is refused proper access or if customer plumbing is untraceable, the City will assume a cross connection is present and take the necessary action to ensure the public water supply is protected.

The highest priority for inspections shall be placed on facilities that pose a high degree of hazard, that have a high probability that backflow will occur, or are known/suspected to have cross connections.

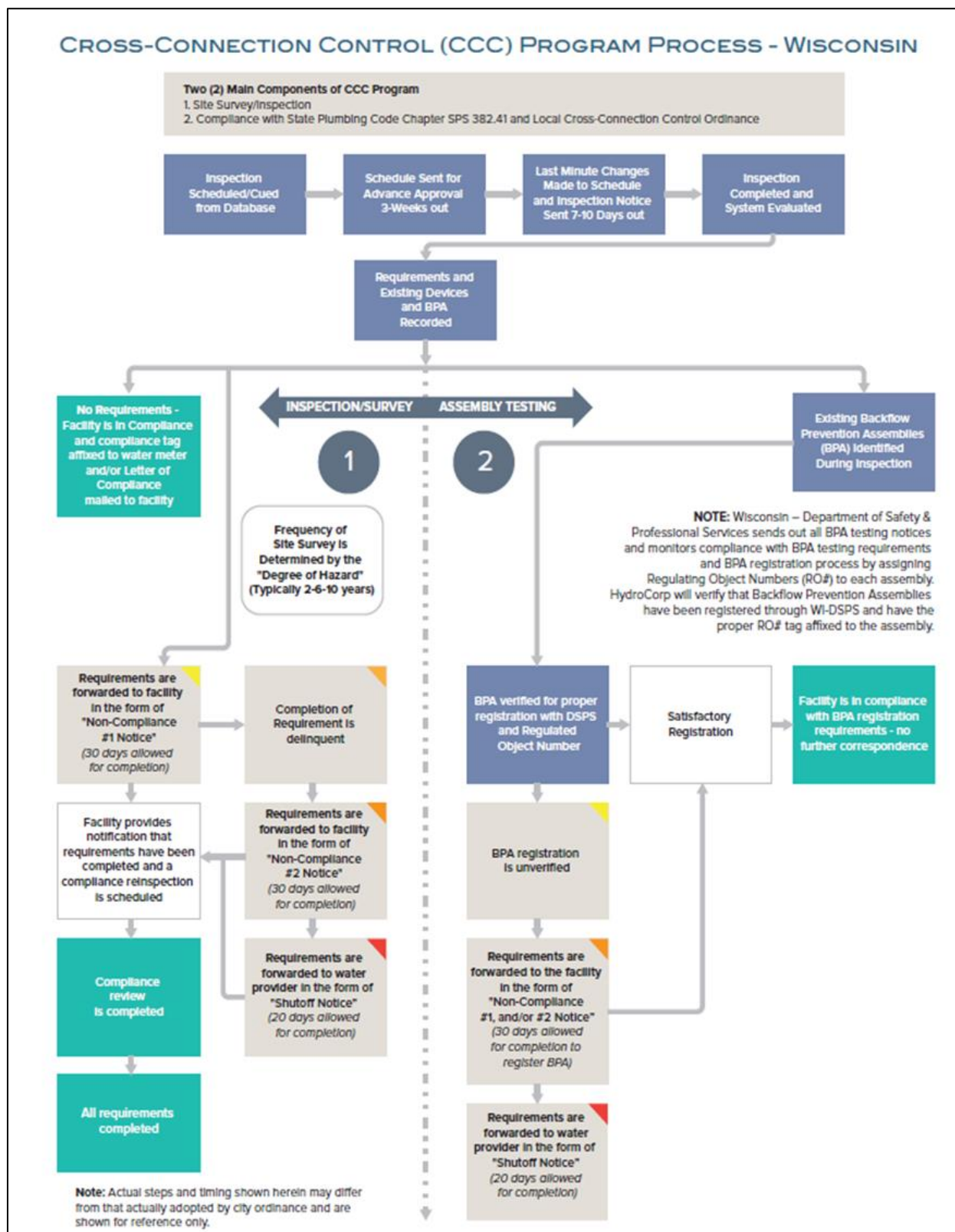
Once initial inspections are complete, a re-inspection frequency shall be determined for each account based on the degree of hazard/risk and potential for backflow in accordance with the requirements of the City of Ashland Cross-Connection Control Plan. Accounts with an alternative frequency will require DNR Approval in writing. If requested, HydroCorp will develop an alternative frequency inspection schedule on behalf of the water utility and submit to DNR for final approval.

3.2. Definitions

- Initial Inspection – the first time a HydroCorp representative inspects a facility for cross connections. Degree of Hazard is assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
- Compliance Inspection – subsequent visit by a HydroCorp representative to a facility that was non-compliant during the Initial Inspection to verify that corrective action was completed and meets the program requirements.
- Re-Inspection – Revisit by a HydroCorp representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (Re-Inspection cycle/frequency to be determined when Plan is developed).

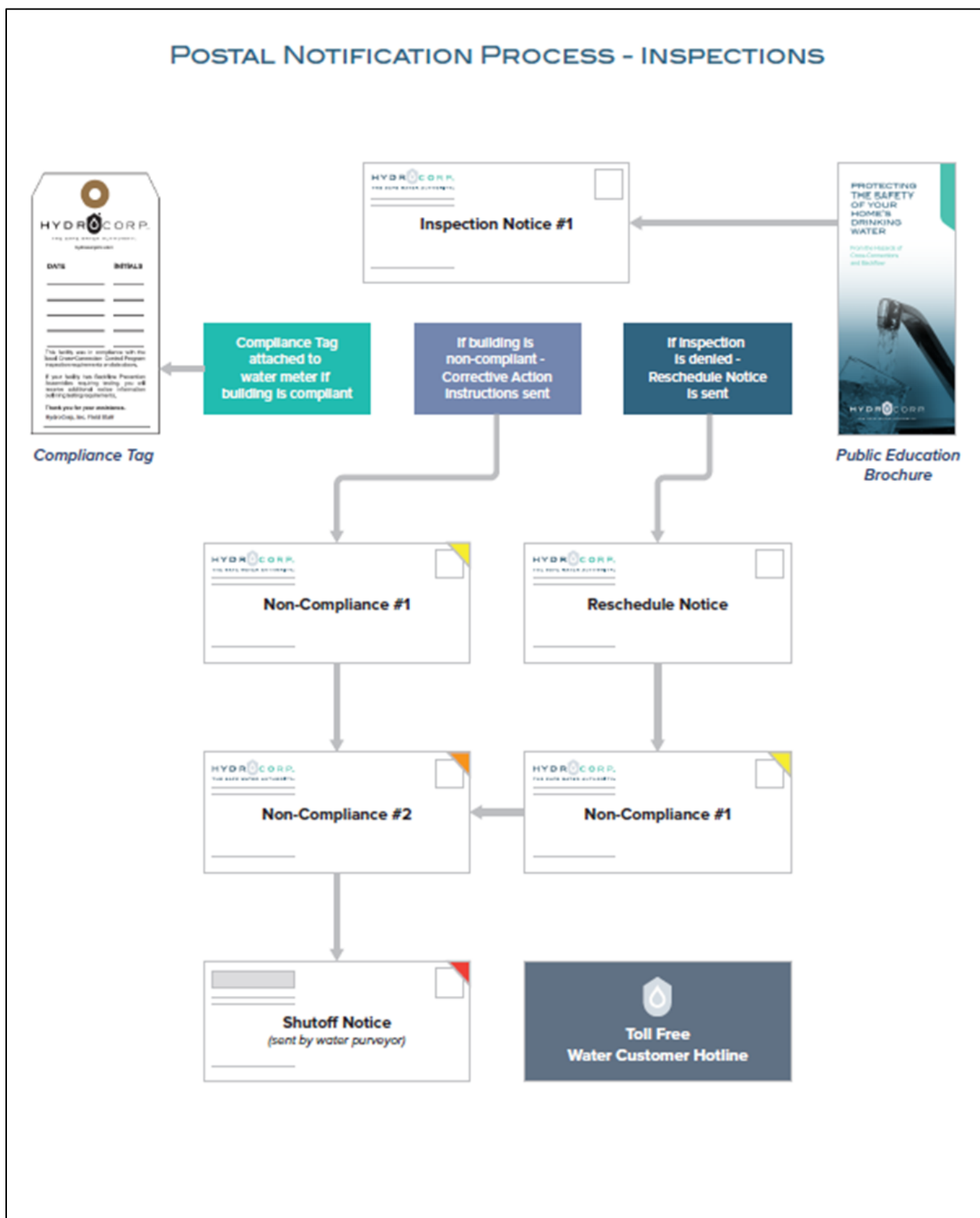


3.3. CCC Program Process





3.4. Postal Notification Process - Inspections





4. WATER CUSTOMER CARE AND ADMINISTRATION PROCESS

4.1. Program Data

The most critical element of a Cross-Connection Control Program is data integrity. Without accurate data, the Cross-Connection Control program will experience customer service, administrative, and reporting issues and also result in field survey inefficiencies.

4.2. Database Software

HydroCorp utilizes a proprietary software program – HydroSoft™ to manage Cross-Connection Control Program data. All program data captured shall remain the property of the City of Ashland. All of our Client Data is secured on our Application Server, which is behind both a Hardware and a Software Firewall.

Standard reports include the following:

- Inspections scheduled, completed, overdue and compliance status
- Custom queries, data exports and reports as needed
- DNR Annual Report

4.3. Information Technology (I/T)

HydroCorp has a dedicated team member responsible for Information Technology (I/T) infrastructure for internal (staff) needs as well as external (client) communication and reporting needs. We also have a dedicated person responsible for new client start up and database implementation in order to insure we have the most accurate information possible at any given point in time.

We have continually invested in both hardware infrastructure (Network Servers, Client Workstations, Firewalls and Tablet P.C.'s for Field Inspectors) and software in order to leverage technology in the workplace and to improve customer service and assist in lowering our costs to our clients. HydroCorp has a contracted service agreement with a local I/T Company that performs monthly routine system maintenance and monitors our infrastructure/servers for optimum performance and reliability.

4.4. Program Data Backup and Storage

All of our Client Data is secured on our Application Server, which is behind both a Hardware and a Software Firewall. The Application Server is backed up twice a day. 5 copies of the backup are then created and stored at 3 separate locations. 3 of the 5 backup copies are stored locally. One is on the application server itself, one is on our File server, and one is backed up to a Network Attached Storage (NAS) device. Having 3 local backup copies stored on the different machines means that in the unlikely event of a hardware malfunction, we can recover the data very quickly. Additionally, we backup the data to our backup server located in our Corporate Office, and we employ a secure on-line backup service that stores 2 copies of our backup at two independent locations.



4.5. Public Awareness Education

In the initial implementation phase of the Cross-Connection Control Program, Public Education on the topic should remain in the community spotlight. HydroCorp will provide a specialized speaker to participate/present at a town hall/public meeting engagement if requested. Press release information will be offered in digital format to the City of Ashland for local distribution to local media resources & website if requested. Further, public education brochures will be available in electronic format for download and can be posted on the City of Ashland web site.



Further Public Education resources including brochures and video files can be found at <http://www.hydrocorpinc.com/resources/links/>



5. EXECUTIVE SUMMARY, PROJECT FEES/COST

Based on your current program, HydroCorp™ will provide the following services to the **City of Ashland**. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the **City of Ashland** with the necessary data and information to maintain compliance with the Wisconsin Department of Natural Resources (DNR) Water Bureau Cross Connection Control Regulations. Once this project has been approved and accepted by the **City of Ashland** and HydroCorp, you may expect completion of the following elements within a three (3) year period. The components of the project include:

- A. Perform inspections of up to 450 Non-Residential water services within the City served by the public water supply for cross-connections. Compliance follow up visits shall be completed by HydroCorp and are included in the total inspections.
- B. Inspections will be conducted in accordance with the DNR Water Bureau Cross Connection Control regulations. Inspectors will survey exposed piping and utilize Isolation/Point of Use inventory method of surveying as supported by the State of Wisconsin Plumbing Code – SPS 382.41.
- C. HydroCorp will document existing backflow prevention devices and assemblies and verify proper installation and/or suggest corrective actions if devices and/or assemblies need to be installed to prevent cross-connections. Documentation to include make, model, size, manufacturer, serial number, location and regulated object number if applicable. In lieu of surveying residential kitchens and bathrooms, an educational brochure will be provided as allowed by DNR regulation NR 810.15.
- D. Notify each building owner prior to each inspection via postal letter with opportunity to schedule a specific time of inspection via the Hydro Designs Inc. Provide ongoing support for water customer scheduling and questions via the Hydro Designs Inc. WI office toll free 800# phone line, fax, or email.
- E. Provide Water Utility and building owner with a detailed corrective action report for each non-compliant facility, in most cases, water utility personnel can perform effective follow up compliance inspections.
- F. Perform administrative functions including: answering water user telephone calls, scheduling of inspections, mailing of all notices, verification of corrective action(s) requirements, and general customer service and program education inquiries by an individual trained in Cross-Connection Control Program Management.
- G. Generate and document the required program data and compliance status using proprietary Software Data Management Program. Submit comprehensive management reports on a quarterly basis and prepare the State of Wisconsin, DNR Water Bureau Annual Cross Connection Control Program Activity Report.
- H. Conduct an annual review meeting to discuss overall program status and recommendations.
- I. Assist the City with a community wide public relations program including general awareness brochures and web site cross connection control program overview content and resources.
- J. Provide ongoing support via phone, fax, internet, text, or email.



PRICING/PROPOSED FEES

HydroCorp to complete inspections, appointments, customer care service and program administration. Compliance/follow up inspections and administration related to compliance/follow up inspections included.

PRICING:

_____ **Initial Inspections of 357 non-residential services connections and an overall total of up to 450 inspections including follow up compliance inspections.**

_____ **\$64,332.00 dollars.**

HydroCorp will invoice monthly in equal installments upon receipt of signed contract/agreement

Submitted by: HYDROCORP- MIDWEST REGIONAL OFFICE- 2665 S MOORLAND RD SUITE 209 NEW BERLIN WI 53151

Craig Wolf | 612-850-8939 | cwolf@hydrocorpinc.com

Accepted by:

X _____

City/Utility Representative (Signature)

Date

Printed Name / Title



6. BACKGROUND

6.1. The HydroCorp Promise

HydroCorp is the Safe Water Authority.™ It is our duty to provide the most precise and comprehensive technical services in the industry. It also means delivering those services with expert knowledge, professionalism, and sensitivity to budgets and schedules – the highest standard of water safety oversight, combined with the highest value.

The Result – Your water system is compliant. Your risk and exposure are reduced. Your water – and your people – are protected.

6.2. Company Overview

- Founded in 1983 and incorporated in 1988.
- The firm has grown from two employees to a staff of over 40 full time associates in multiple states. Average tenure with the company is 7 years and employee turnover is less than 10%.
- HydroCorp Conducts over 25,000 on site, Cross-Connection Control Inspections **annually**.
- HydroCorp provided Cross-Connection Control Program Management Services to over 240 communities in several states including: Michigan, Wisconsin, Delaware, Maryland, Virginia, Florida and Minnesota. We still have our first customer!
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), and American Society for Sanitary Engineering (ASSE). We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross-connection control training classes.
- HydroCorp staff and company are active members in many water industry associations including:
 - American Water Works Association (AWWA) | AWWA – Wisconsin Chapter
 - National Rural Water Association (NRWA) | Wisconsin Rural Water Association
 - American Public Works Association (APWA)
- HydroCorp is not a Plumbing Company and does not utilize existing staff to perform backflow prevention assembly testing, repair or plumbing related services.



6.3. Office Address & Contact Information

Regional Office:	HYDROCORP – MIDWEST OFFICE 2665 S MOORLAND RD SUITE 209 NEW BERLIN WI 53151
Contact:	Craig Wolf
Telephone:	612-850-8939
Email:	cwolf@hydrocorpinc.com
Corporate Office: (Remit to Address)	HYDROCORP – CORPORATE OFFICE 5700 CROOKS ROAD SUITE 100 TROY MI 48098
Telephone:	800.690.6651 or 248.250.5000
Legal Status:	S-Corporation, 1988 E.I.D. 38-2810008
	



WI Office (Above) Corporate Office (Below)



7. PROJECT REFERENCES

- a) City of La Crosse, 400 La Crosse St, La Crosse, WI 54601 | Mark Johnson, Water Utility Manager
johnsonm@cityoflacrosse.org | 608- 789-7536
- b) City of Prescott, 800 Borner St. Prescott, WI 54021 | Hank Zwart, Public Works Director
hzwart@prescottcity.org | 715-262-5544
- c) Sturgeon Bay Utilities, 230 E. Vine St, Sturgeon Bay, WI 53235-007 | Cliff White, Superintendent
cwhite@wppienergy.org | 920-746-2820



8. PROJECT TEAM QUALIFICATIONS

Gary McLaren | *New Program Development/Training Coordinator -Midwest Region*

Gary is responsible for Cross-Connection classes and new Cross Connection Control Program development in the Midwest Region. Since 2004 at HydroCorp, he was responsible for identification of hazards and deficiencies and determining proper recommendations for over 80 municipal client cross-connection control programs in Wisconsin. He also generated inspection reports and protection recommendations for over 3,000 individual facility surveys of cross-connections. In the past 5 years, Gary has been focused on coordinating and instructing various Cross Connection Control classes around the Midwest in addition to developing new Cross Connection Control Programs for Municipal Water System around the region.

- Conducted Cross-Connection Surveys –45 North American Large Industrial Facilities 1999-2000
- Certification MDEQ (Michigan) Advanced Cross-Connection Control Training Program 2004
- Cross-Connection Control Program Manager –WI Region; 25 Water Utility clients 2005-2007
- Multiple published articles in Public Water System periodicals (WWA Magazine summer 2008 & WRWA Magazine winter 2011,2013)
- Annual participant & past presenter at annual WWA Conferences & WRWA Conferences 2008-2015
- Instructor at DNR class on Cross Connection Control – Green Bay, Dec. 11 2008
- Lead Instructor with Wisconsin Rural Water Association Cross Connection Control Class Series – Statewide, 2009 -2014 (12 full day courses annually)
- Lead Instructor with Minnesota Rural Water Association Cross Connection Control Class Series – 2010 and 2013
- ASSE #5150 Certified Backflow Prevention Program Administrator
- ASSE #5120 Certified Cross Connection Control Surveyor
- Vice Chairperson – Wisconsin Water Association Education Committee 2011-2012

Scott Mitchell | *Operations Manager, Midwest Region - Municipal Division*

Scott has been with the HydroCorp team since 2011 and inspecting plumbing systems for over 7 years. As a Cross-Connection Surveyor, Scott has completed cross-connection inspections at over 20,000 individual commercial and industrial facilities. He currently oversees operational and administrative services for cross-connection control programs in the HydroCorp Midwest Region.



DAVE CARDINAL | *Vice President Municipal Division*

Dave has over twenty years' experience as a water professional and has a successful record of accomplishments in the cross-connection control industry. Experienced in program development, project management, developing and conducting employee education and training programs, developing and instructing State certified education and training classes, quality assurance, customer service, and client satisfaction. Experience, Training, Certifications:

- American Backflow Prevention Association (ABPA), MI Chapter, Vice President
- American Society of Sanitary Engineering (ASSE) Series 5000 Proctor
- American Society of Sanitary Engineering (ASSE) Standard #5110 Certified Backflow Prevention Assembly Tester and Standard #5120 -Surveyor | Certification #26905
- Michigan Certified Backflow Prevention Assembly Tester Certification – 2010, Certification #MPMCA-26905
- Dale Carnegie – Management Training for Managers 2005
- University of Florida – TREEO Center
 - Cross Connection Control: Survey and Inspection 2003
 - Cross Connection Control: Ordinance and Organization 2003
 - Cross Connection Control Program Manager 2003
- University of Southern California Foundation for Cross-Connection Control and Hydraulic Research – Backflow Prevention Assembly Tester, 1997

SUBJECT: Approve Addendum 2 to Framework Agreement for Cooperation and Coordination Concerning Redevelopment Activities by and between Northern States Power Company (NSPW) and the City of Ashland (*Parks & Recreation*) Voice

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Mayor

CLEARANCES: City Attorney
City Administrator
Mayor

EXHIBITS:

1. Addendum 2 to Framework Agreement for Cooperation and Coordination Concerning Redevelopment Activities
2. City of Ashland, WI Boat Launch Project
3. Base Map - Kreher Park Boundary
4. Base Map - Perimeter Fence
5. Base Map - Stairway
6. WB-25 Bill of Sale

EXPENDITURES REQUIRED: N/A

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE: N/A

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

The City of Ashland entered into a Framework Agreement for Cooperation and Coordination Concerning Redevelopment Activities with NSPW on May 28, 2019 related to the Superfund Site.

City staff requests Council to approve the attached Addendum 2 to Framework Agreement for Cooperation and Coordination Concerning Redevelopment Activities at the Kreher Park Superfund Site area. Addendum 2 addresses anticipated work at the site in the following areas:

- 1/ construction of a boat launch by the City, once finalized and approved by EPA and WDNR and accepted by NSPW (Ex. 1);
- 2/ return of custody and control over Kreher Park to the City (Ex. 2);

- 3/ lighting improvements to be made by the City to the site;
- 4/ trail improvements to be made by the City at the pedestrian trail located at the site;
- 5/ amendments to Addendum 1 with respect to certain deadlines and obligations the City of Ashland has for installation of asphalt at the site;
- 6/ placement of additional groundwater wells at or near to the site by NSPW if required by EPA or WDNR.

ADDENDUM 2 TO FRAMEWORK AGREEMENT FOR COOPERATION AND COORDINATION CONCERNING REDEVELOPMENT ACTIVITIES

This Addendum (“Addendum 2”) is made and entered into as of the “Effective Date” below, by and between Northern States Power Company, a Wisconsin corporation (“NSPW”) and the City of Ashland, Wisconsin (“City”).

RECITALS

- A. The City and NSPW have established an agreement, entitled Framework Agreement for Cooperation and Coordination Concerning Redevelopment Activities, dated May 28, 2019 (“Agreement”) related to Ashland/Northern States Power Lakefront Superfund Site (“Site”).
- B. The City and NSPW entered into an Addendum 1 to the Agreement on May 28, 2019, and an amendment to Addendum 1 in September of 2019. Addendum 1, as amended, applied to the following City Work at the Site: (1) installing and maintaining City water and sewer utilities; (2) installing and maintaining pilings to be used for a future City boat launch at Kreher Park; (3) replacing a portion of NSPW’s engineered cap at Kreher Park (“Kreher Park Cap”) with subgrade/aggregate and asphalt; and (4) installing light poles and manholes.
- C. The City and NSPW desire to enter into this Addendum 2 to the Agreement, to address the following City Work at the Site: (1) construction of a boat launch, once finalized and approved by EPA, and WDNR, and accepted by NSPW, which is currently in draft form as described in **Exhibit 1** to this Addendum 2 (the “City’s Boat Launch Design”); (2) the return of custody and control over Kreher Park (depicted in **Exhibit 2**) to the City; (3) lighting improvements to be made at the Site; (4) trail improvements to be made at the pedestrian trail located at the Site; (5) amendments to Addendum 1 with respect to certain deadlines and obligations the City has for installation of asphalt at the Site; and, (6) the placement of additional groundwater wells at or near to the Site if required by EPA or WDNR. Defined terms in this Addendum 2 shall have the same meaning as defined terms in the Agreement and defined terms in Addendum 1.
- D. The terms and conditions of the Agreement apply to City Work described in this Addendum 2, including by way of example, restoration and repair obligations, and obligations to comply with institutional controls as set forth in the Agreement.
- E. The City and NSPW have also entered into prior access and easement agreements¹

¹ The City and NSPW are parties to the Cooperation and Access Agreement (“Access Agreement”) effective as of October 30, 2012 (which generally granted NSPW access to certain property at the Site for the purpose of performing certain work pursuant to a Phase I Consent Decree), as amended by the: (i) First Amendment of Cooperation and Access Agreement, executed on April 7, 2014; (ii) the Second Amendment of Cooperation and Access Agreement, executed on May 19, 2015; (iii) a Cooperation and Settlement Agreement (or “Third Amendment”) effective as of April 27, 2016 (which, among other things, amended the definition of the term “Work” in the Access Agreement to include work required by a 2014 Administrative Order on Consent to perform a wet dredge pilot study in Chequamegon Bay, and the Phase II Consent Decree, and which prohibited the City from taking certain actions at the Site that would adversely affect the Kreher Park cap, and prohibited the City from using, or promoting the use of, groundwater at or from the Site as drinking

(collectively, the “Access and Easement Agreements”) that provide NSPW with access rights to certain property at the Site for the purpose of performing work under the Phase I Consent Decree² and Phase II Consent Decree³ and for maintaining remedial infrastructure at the Site. Nothing in this agreement is intended to limit NSPW’s existing access rights under the Access and Easement Agreements.

AGREEMENT

THEREFORE, in consideration of the mutual promises and covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and NSPW agree as follows:

1. City Construction of Boat Launch Commences After Transfer of Control. The City may not commence construction activities to implement the City’s Boat Launch Design, generally described in **Exhibit 1** to this Addendum 2, until EPA and WDNR each provide written approvals of the final design for boat launch and until NSPW provides a written acceptance of the final Boat Launch Design, which shall not unreasonably be withheld. Upon the Effective Date of this Addendum 2, the City shall have permission to allow for public use of the recreational trail at the Site, to construct lighting and other improvements to the pedestrian trail at the Site, and to perform its obligations to place asphalt at the Site consistent with Addendum 1 and this Addendum 2. During design and construction activities for the boat launch, trail and lighting improvements, and other work done at the site by the City and during any public or City use of the Site, the City further agrees:
 - a. Any designs or plans for City Work, or work requested by the City (such as utility relocates at the Site), must comply with all applicable requirements of the Agreement, including but not limited to the Agreement’s Review Process requirements;
 - b. The City is responsible for obtaining all approvals, permits and complying with all applicable laws in the performance of the City Work;

water); (iv) Fourth Amendment of Cooperation and Access Agreement (or “Fourth Amendment”), effective as of June 2018, to update the Access Agreement to recognize the City’s ownership and control over additional areas of the Site previously owned by Wisconsin Central Ltd. The City granted NSPW a Remediation Easement (“Remediation Easement Agreement”), which was recorded in December of 2014, to acknowledge that NSPW has long term access to implement and maintain Long Term Structures at the Site related to the Work, including but not limited to: containment walls, containment features, sheet piling, bulkhead walls, monitoring and injection/extraction wells, piping, treatment facilities, collection trenches, caps, utilities, etc. Pursuant to the Access Agreement and Remediation Easement Agreement, all as amended and subject to their terms, the City granted NSPW access to certain property to perform Work under the Phase I Consent Decree Phase II Consent Decree.

² See Consent Decree Between the United States, Wisconsin, NSPW, and the Bad River and Red Cliff Bands of the Lake Superior Tribe of Chippewa Indians filed in the United States District Court for the Western District of Wisconsin on August 8, 2012 as document number 2-1 in case number 3:12-cv-00565 (“Phase I Consent Decree”).

³ See Consent Decree Between the United States and Wisconsin in the United States District Court for the Western District of Wisconsin on March 1, 2017 as document number 10-1 in case number 3:17-cv-00016-bbc (“Phase II Consent Decree”).

- c. Once a final City Boat Launch Design is approved by both EPA and WDNR and accepted by NSPW, the Parties must agree in writing to incorporate the modified City Boat Launch Design into this Addendum 2 and to replace **Exhibit 1** before the City can commence construction;
- d. The City, and its contractors and subcontractors, will not perform heavy construction work or stage construction equipment on the grassy areas of the Site;
- e. The City must setback its heavy equipment a minimum 15 feet from the containment wall and from any other remedial infrastructure located on the Site;
- f. In the event the City's activities at the Site conflict with, or otherwise interfere with NSPW's performance of Work, including operation and maintenance activities, the City must relocate, reschedule, or cease its activities as quickly as reasonably possible to resolve such conflict upon NSPW's request. Subject to this, NSPW will not unreasonably request that the City relocate, reschedule, or cease its activities at the Site;
- g. The City must ensure that the construction, operation, use and maintenance of the boat launch shall not interfere with the structural integrity of the containment wall or any other remedial infrastructure at the Site. The City shall be responsible for repairing any damage to the wall or to any other remedial infrastructure at the Site, including all required corrective measures;
- h. All excavated or disturbed soils must be properly managed, transported, and either re-used on site, if allowed by EPA and WDNR, or otherwise properly disposed off-site by the City according to an EPA approved Soil Management Plan and any EPA approved Institutional Control Implementation and Assurance Plan ("ICIAP") for the Site. The City shall be responsible for any damages or costs caused or incurred resulting from the City's excavation, management, storage, treatment, transportation, handling or disposal of soils;
- i. The City must comply with a plan for managing and disposing of impacted or potentially impacted groundwater, if encountered during the work, and the City must include the plan in the construction documents approved by the EPA and WDNR. The City shall be responsible for any violations related to groundwater management resulting from City Work, including all required corrective measures;
- j. All construction and post-construction stormwater must be properly managed according to an EPA approved Stormwater Management Plan and any EPA approved ICIAP for the Site. The City shall be responsible for any stormwater violations resulting from City Work, including all required corrective measures;
- k. The City shall be responsible for properly managing any sheens and turbidity caused by the City Work, including but not limited to sheens or turbidity caused by disturbance of the sediments in the lakebed during performance of the City Work.

The City shall be responsible for any water quality violations resulting from City Work, including all required corrective measures;

- l. The City is responsible for the long-term operation and maintenance of its boat launch;
 - m. The City acknowledges that soil settlement may continue to occur around the constructed Kreher Park Cap, and the City expressly assumes the risk that City Work may be impacted by any settling that continues to occur at the Site;
 - n. As with all City Work, NSPW's acceptance of the final design for the City's Boat Launch shall not be construed as a representation or warranty by NSPW regarding the potential impacts of the City's plans or the City Work on the Remedial Action or NSPW's Long Term Structures.
2. Transfer of Custody and Control of Kreher Park to City. Upon the Effective date of this Addendum 2, NSPW hereby transfers custody and control of Kreher Park to the City. Upon the effective date of this Agreement, the City may also provide public access to the trail and may perform its obligations to place asphalt at the Site.
3. NSPW's Ongoing Access Rights. Both Parties agree that upon transfer of custody and control of Kreher Park to the City as described in Section 2 of this Addendum 2, NSPW continues to maintain its existing rights of access to the Site under the Access and Easement Agreements and NSPW has access: (i) to operate and maintain remedial infrastructure; (ii) to replace or relocate or add additional groundwater wells; (iii) to observe City or third-party activities that could potentially interfere with the remedial infrastructure; (iv) to monitor compliance with the ICIAP and institutional controls for the Site; and, (v) to investigate other means, methods, and technologies to improve the performance of the remedy, including but not limited to, in situ treatment of the groundwater. Nothing in the Agreement, Addendum 1, or Addendum 2, limits NSPW's existing access rights under the Access and Easement Agreements. The City further agrees that it shall provide access to NSP to install additional groundwater wells on City owned or controlled properties at or near the Site, if required by EPA or WDNR as part of the groundwater monitoring program for the Site.
4. City Responsibilities Once Property Is Returned to City Custody and Control. Upon the Effective Date of this Addendum 2, the City assumes full responsibility and custody and control of the trail and of Kreher Park, including but not limited to responsibility for:
 - a. Allowing or excluding public access to Kreher Park and/or the trail adjacent to Kreher Park;
 - b. Repairing damage to the remedial infrastructure at the Site where such damage is caused by the public, by the City, or by the City's employees, agents, contractors, subcontractors, or invitees. However, the City shall not be responsible to repair any damage caused by NSPW pursuant to NSPW's access rights set forth in ¶ 3 of this Addendum 2.

- c. Performing routine maintenance of Kreher Park, including but not limited to, snow removal and lawn mowing; and
- d. Constructing City improvements at or adjacent to Kreher Park, including but not limited to, improvements to the trail.

The City agrees that it will be responsible for ensuring all such activities undertaken at the Site are performed consistent with the terms and conditions of the Agreement and addenda to the Agreement.

5. Transfer of Personal Property to City (Fence). Upon the Effective Date of this Addendum 2, a bill of sale in substantially the form as **Exhibit 5**, will be issued to the City to transfer ownership of the fence which is currently installed around the perimeter of Kreher Park, as depicted on **Exhibit 3** (the “Kreher Park Fence”) and a stairway, which is currently connecting the Kreher Park portion of the Site to the upper bluff portion of the Site, as depicted on **Exhibit 4** (the “Stairway”). The Kreher Park Fence and Stairway shall be transferred to the City on an as-is, where-is basis. The City shall thereafter be responsible for maintaining, relocating, or removing the Kreher Park Fence and/or Stairway. NSPW, and its contractors, subcontractors, employees, and agents, will continue to have full access to Kreher Park, and right of entry through the Kreher Park Fence, to and from Kreher Park and to use the Stairway. NSPW shall maintain a copy of the keys or the combination code to the gate to the Kreher Park Fence and the City shall not change the locks or combination code without first providing NSPW with new keys or combination code. Upon transfer of personal property, the City will determine if, and when, to remove the Kreher Park Fence and/or Stairway from the Site and will be responsible for the costs to remove or maintain the Kreher Park Fence and/or Stairway. The City may, upon removal of the Kreher Park Fence and/or Stairway, reuse, sell, or salvage the Kreher Park Fence and/or Stairway and any proceeds or value from such reuse, sale, or salvage shall be for the City’s benefit.
6. Road Repair and Agency Oversight Costs. Under Section 6(d) of the Agreement, the City has responsibility for reimbursing NSPW for oversight costs for the work done by EPA and DNR to review the City’s 2019 City Design plans pursuant to Addendum 1 (“City’s 2019 Oversight Cost Reimbursement Obligation”). Pursuant to Section 17b , of the Cooperation and Access Agreement, effective as of October 30, 2012, NSPW is responsible for restoring streets, trails and other areas disturbed by the performance of the Work to conditions existing prior to the Work to the extent reasonable, appropriate, consistent with the Work, and in accordance with the terms, conditions and requirements of the EPA approved final inspection (“NSPW’s Restoration Obligations”). The City and NSPW hereby agree that NSPW shall pay the City \$135,592 by check or wire transfer within 90 days of the Effective Date of this Addendum 2, to fully and finally resolve NSPWs Restoration Obligations under Section 17b of the Cooperation and Access Agreement to the City and to resolve the City’s 2019 Oversight Cost Reimbursement Obligations to NSPW under Section 6(d) of the Agreement.
7. Amendment of Addendum 1 – City Installation of Asphalt. Addendum 1 to the Agreement described the City’s obligations to replace a portion of NSPW’s engineered cap at Kreher

Park (“Kreher Park Cap”) with subgrade/aggregate and asphalt. In Paragraph 5(c) of Addendum 1, the City agreed to install asphalt no later than September 30, 2021 in Kreher Park. If the City mobilizes to perform the installation of the asphalt by June 30, 2021, NSPW will pay the City \$50,000 (defined in Addendum 1 as the “Second Payment”). In Paragraph 5(d) of Addendum 1, the parties agreed that if the City fails to mobilize by June 30, 2021, then the City waives the \$50,000 Second Payment from NSPW, and if the City fails to install the asphalt by July 31, 2021, the City will be responsible for further reimbursing NSPW for any additional costs to finalize the Kreher Park Cap that NSPW incurs as a result of the City’s failure to perform its obligations. The City has requested an extension of these deadlines that are set forth in Addendum 1, paragraphs 5(c) and 5(d). The parties hereby agree to the following amendments to the obligations set forth in Addendum 1, paragraphs 5(c) and 5(d) with respect to the City’s installation of the asphalt:

a. NSPW and the City agree that if the following conditions are met:

(1) EPA and WDNR approve an extension of time, in writing, for the placement of the asphalt to September 30, 2022;

(2) EPA and WDNR agree, in writing, that, if the City fails to meet this obligation to place asphalt by the deadline, then the City, not NSPW, shall be responsible for completing the Kreher Park Cap in the area where the asphalt was required to be placed; and,

(3) NSPW will not be asked or required to perform additional work on the Kreher Park Cap as a result of the extension of time granted;

then:

- i. The City shall have until September 30, 2022 to install the asphalt; if the City fails to meet this deadline it shall be responsible for completing the Kreher Park Cap in the area where the asphalt was to be installed;
- ii. The City must be mobilized to perform the installation of the asphalt by October 31, 2021 in order to receive the Second Payment of \$50,000 from NSPW;
- iii. If the City is mobilized to perform the installation of the asphalt by October 31, 2021, NSPW will pay the Second Payment of \$50,000 by December 31, 2021;
- iv. If the City is not mobilized by October 31, 2021 and/or does not install the asphalt by December 31, 2021 it shall waive the \$50,000 Second Payment from NSPW; and,
- v. If the City fails to install the asphalt by September 30, 2022, the City will be responsible for completing the Kreher Park Cap and for further reimbursing NSPW for any additional costs that NSPW incurs as a result of the City’s failure to perform its obligations.

8. City Cooperation.

- a. The City also agrees to participate in good faith with NSPW, EPA, and DNR on public announcements and/or public events to celebrate the transfer of custody and control of Kreher Park to the City and to celebrate the re-opening of the Site and/or trail to the public once the City opens Kreher Park and/or the trail to public use.

- b. The City agrees to use good faith efforts to provide prior notice to NSPW of any future City plans to construct a new City waste water treatment plant (“WWTP”) or to expand the current existing City WWTP so that the parties can evaluate potential options that would allow NSPW to direct discharge untreated water from the Site to the new or expanded WWTP for a reasonable fee.

9. Liability. The City and/or its contractors shall assume all risk and bear all responsibility for damages and costs (including but not limited to the costs of litigation by third parties, whether brought against the City or NSPW or any of NSPW’s parents, subsidiaries, successors, assigns, officers, employees, agents, and contractors) arising out of, or resulting from, any City Work, or City or public use of the trail and Kreher Park, including but not limited to any: (i) interference with the Remedial Action for the Site; (ii) release or threatened release of any contaminant at the Site; (iii) damage to the Remedial Action or any Long-Term Structures; or (iv) physical injury.

10. Term. This Addendum 2 shall be effective as of the date of the last signature below (the “Effective Date”) and shall continue in effect through the term of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

Northern States Power Company, a Wisconsin Corporation

Signature: 
Name: Mark Stoering
Title: President, Xcel Energy Wisconsin / Michigan
Date: 03/09/2021

City of Ashland:

Signature: _____
Name: _____
Title: _____
Date: _____

Exhibit 1

City of Ashland, WI Boat Launch Project

Contents:

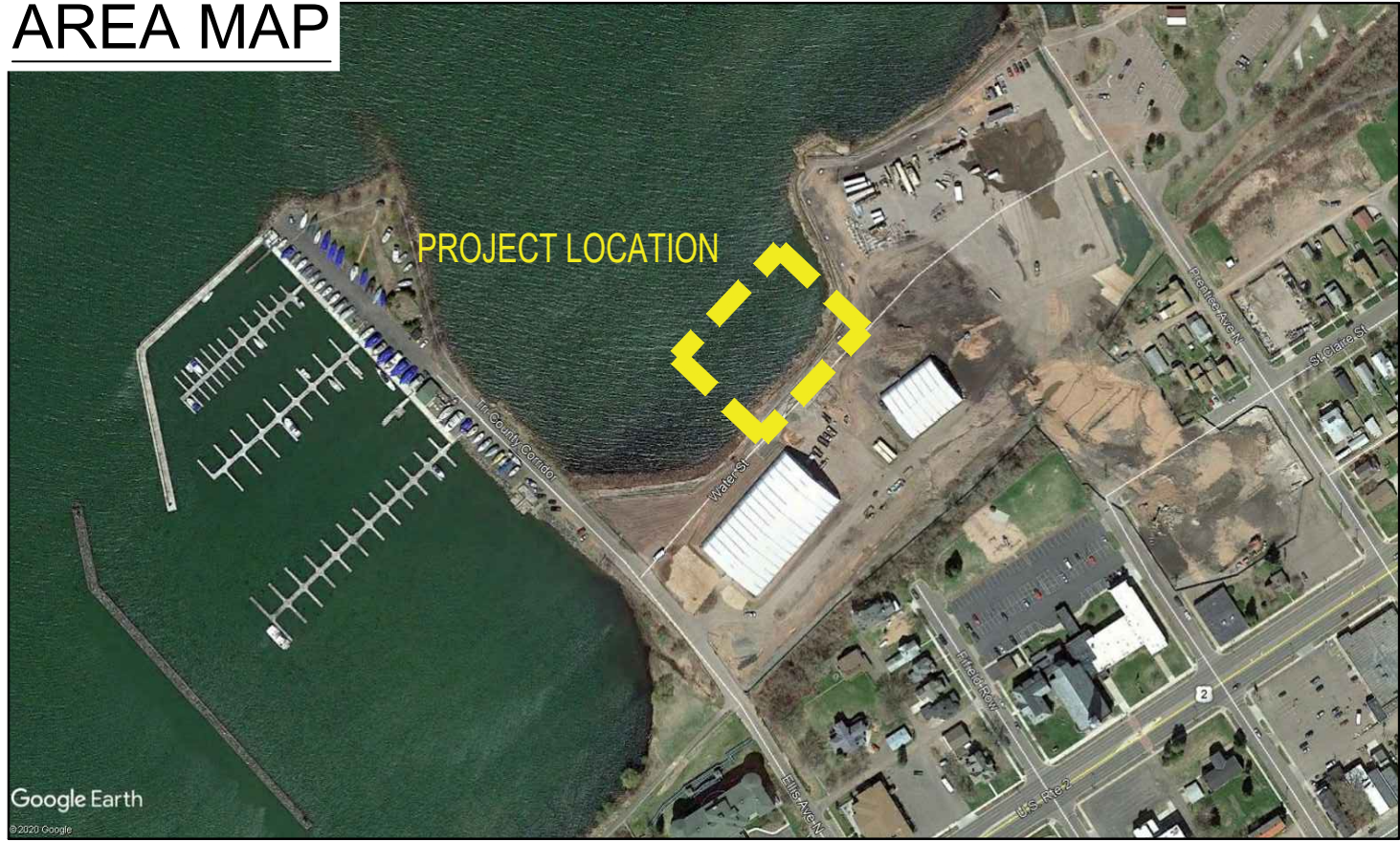
1. Design Drawings
2. Project Manual
3. Specifications
4. Response to NSPW Comments
5. Response to EPA Comments

KREHER PARK REDEVELOPMENT BOAT LAUNCH ASHLAND, WISCONSIN

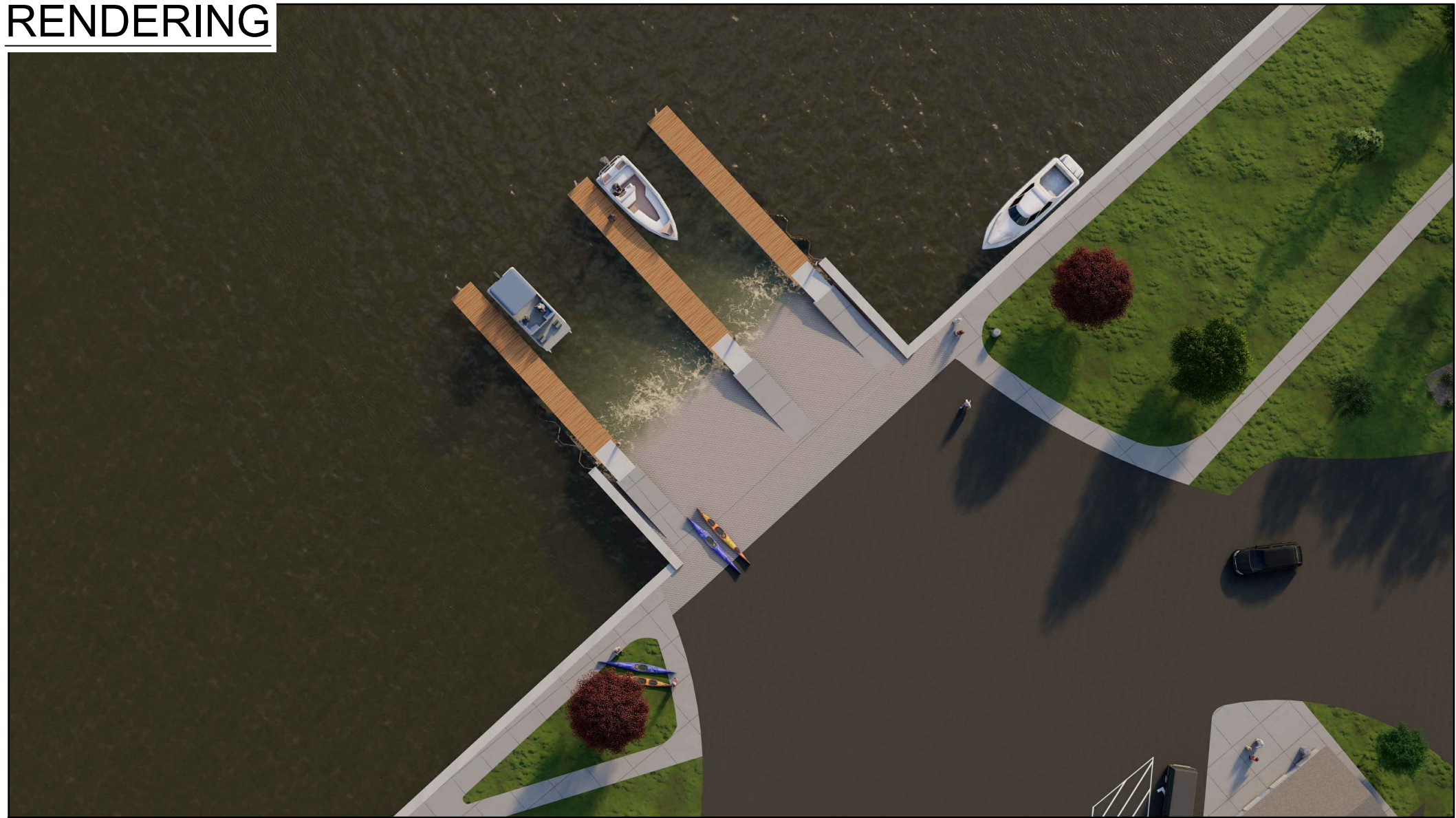
VICINITY MAP



AREA MAP



RENDERING



GENERAL PROJECT NOTES:

- BIDDER WILL VISIT THE SITE PRIOR TO BIDDING TO UNDERSTAND THE SCOPE OF WORK. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR ITEMS THAT COULD HAVE BEEN IDENTIFIED BY A SITE VISIT, STUDYING THE TOPOGRAPHIC SURVEY, THOROUGHLY REVIEWING ALL PLANS AND REPORTS, AND ADDITIONAL INFORMATION REQUESTED FOR CLARIFICATION PRIOR TO BIDDING.
- THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS PRIOR TO STARTING WORK.
- EXISTING TOPOGRAPHIC AND BOUNDARY INFORMATION SUPPLIED BY BOTH, BRAUN INTERTEC AND XCEL ENERGY COMPANY. SUPPLEMENTAL INFORMATION GATHERED FROM SITE VISITS, AND PLANS OBTAINED FROM CLIENT, ARE SHOWN AS APPROXIMATE LOCATIONS ONLY AND SHALL BE FIELD VERIFIED PRIOR TO OR DURING CONSTRUCTION. CONTACT ENGINEER IMMEDIATELY IF ANY DISCREPANCIES ARE DISCOVERED.
- THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THIS PLAN HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY DEMOLITION ACTIVITY, IF REQUIRED, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES FOR ONSITE LOCATIONS OF EXISTING UTILITIES. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT ANY EXISTING UTILITIES OR STRUCTURES LOCATED AT THE WORK SITE.
- PROVIDE AND MAINTAIN TRAFFIC CONTROL DEVICES WHERE NECESSARY. PLACEMENT OF THESE DEVICES SHALL BE APPROVED BY THE CITY AND ENGINEER PRIOR TO PLACEMENT. TRAFFIC CONTROL DEVICES SHALL MEET THE REQUIREMENTS OF THE WMUTCD, CURRENT ADDITION.
- CONTRACTOR SHALL MAINTAIN FULL ACCESS TO ADJACENT PROPERTIES DURING CONSTRUCTION AND TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES.
- ALL CONSTRUCTION WORK SHALL BE COMPLETED WITHIN CITY APPROVED WORKING HOURS.
- INSTALL FENCING AND BARRICADING AS NECESSARY TO PROTECT THE PUBLIC.



Know what's below.
Call before you dig.

OWNER

OWNER CONTACT

CITY OF ASHLAND PARKS & RECREATION
SARA HUDSON
SHUDSON@COAWI.ORG
601 MAIN STREET WEST
ASHLAND, WI 54806
715.685.1644

DESIGN TEAM

AMI CONSULTING ENGINEERS, P.A.
91 MAIN STREET
SUPERIOR, WI 54880
715.718.2193

MARINE/STRUCTURAL ENGINEER
CHAD SCOTT, PE
CHAD.SCOTT@AMIENGINEERS.COM

CIVIL ENGINEER
BRADY KORWIN, PE
BRADY.KORWIN@AMIENGINEERS.COM

SHEET INDEX

G0.0	TITLE PAGE & SHEET INDEX
C1.0	EXISTING CONDITIONS AND LAYDOWN PLAN
C1.1	EROSION CONTROL
C2.0	SITE AND GRADING PLAN
S0.0	GENERAL STRUCTURAL NOTES
S0.1	GENERAL STRUCTURAL NOTES
S1.0	BOAT LAUNCH PLAN & CROSS SECTIONS
S1.1	BOAT LAUNCH SHEET PILE PLAN
S1.2	BOAT LAUNCH SECTIONS
S2.0	BOAT LAUNCH DETAILS
S2.1	BOAT LAUNCH DETAILS
S2.2	CONCRETE DETAILS
S2.3	BOAT LAUNCH DETAILS

NOT FOR PRELIMINARY CONSTRUCTION

DATE:	REV:	DESCRIPTION	REV. BY:
12/09/19	A	ISSUED FOR OWNER REVIEW	
01/15/20	B	ISSUED FOR OWNER REVIEW	
4/13/20	C	ISSUED FOR OWNER REVIEW	
12/15/20	D	ISSUED FOR OWNER REVIEW	

KREHER PARK REDEVELOPMENT
PHASE 2 - BOAT LAUNCH
ELLIS AVENUE NORTH
ASHLAND, WISCONSIN

TITLE PAGE & SHEET INDEX

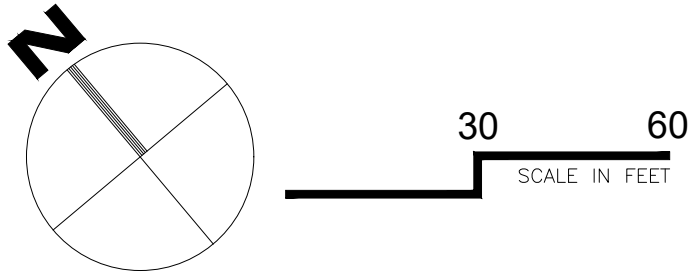
JOB No: 181192
DATE:
DRAWN BY: PJB
DESIGNED BY: KKM

SHEET:

G0.0



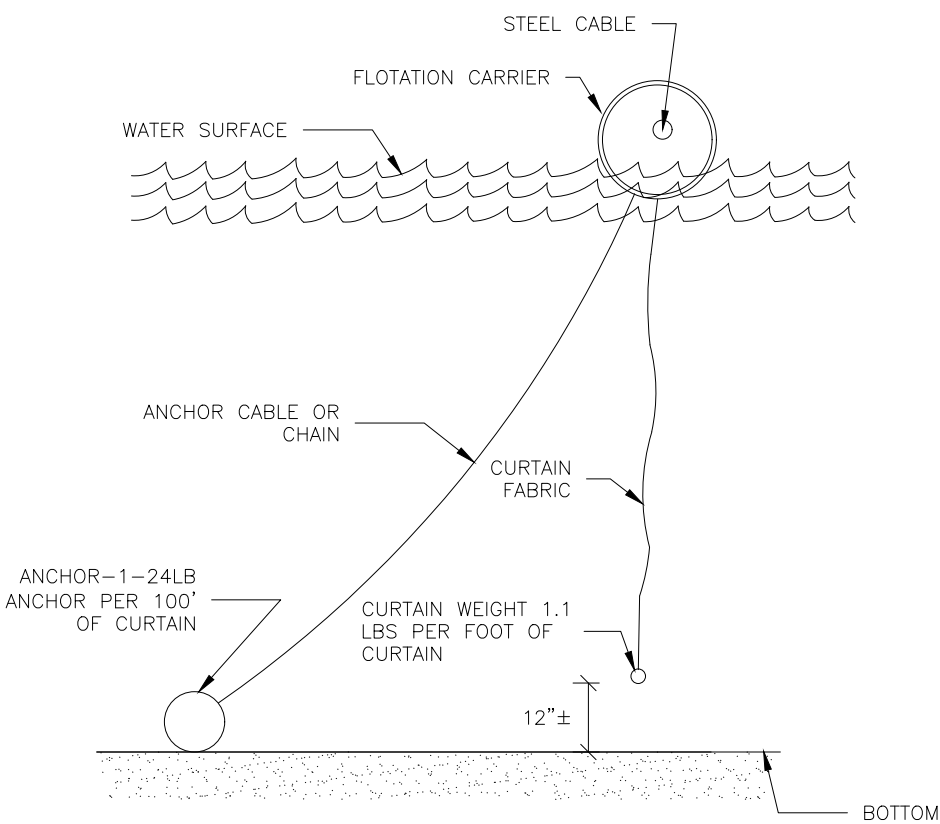
CHEQUAMEGON BAY



LEGEND

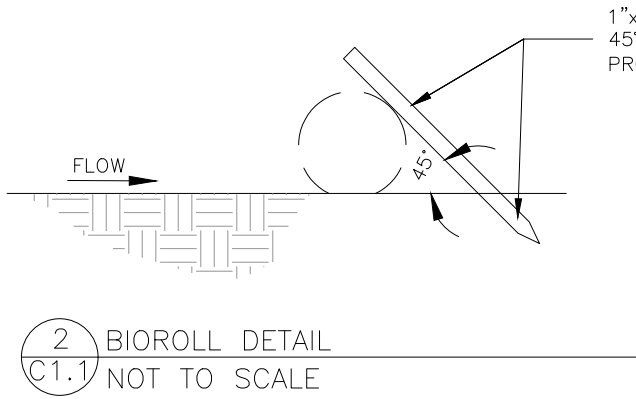
- EXISTING SIDEWALK TO REMAIN
- TURF REPLACEMENT - TO INCLUDE TOP SOIL/SOD, REINFORCED TURF, AND CLAY
- NEW GRAVEL
- STABILIZED CONSTRUCTION ENTRANCE
- BIOROLLS
- FLOATING SILT CURTAIN
- EXISTING DRAINTILE
- SILT FENCE
- LIMITS OF LAYDOWN AREA AND EROSION CONTROL
- PROJECT LIMITS
- EROSION TOE
- DITCH
- EXISTING ELECTRIC LINE
- EXISTING STORM SEWER
- EXISTING MONITORING WELLS
- EXISTING NONAQUEOUS PHASE LIQUID (NAPL) VAULT
- TRAFFIC MOVEMENT AREA
- SLURRY WALL

- NOTES:
- ALL REPAIR AND REPLACEMENT OF DAMAGED ITEMS ARE INCIDENTAL TO THE PROJECT, AND THE CONTRACTORS RESPONSIBILITY TO REPLACE. IF DAMAGED, NEW DRAINTILE CLEAN OUT WILL REQUIRE AN ADJUSTABLE ACCESS COVER, SIOUX CHIEF 850 SERIES OR APPROVED SIMILAR PRODUCT.

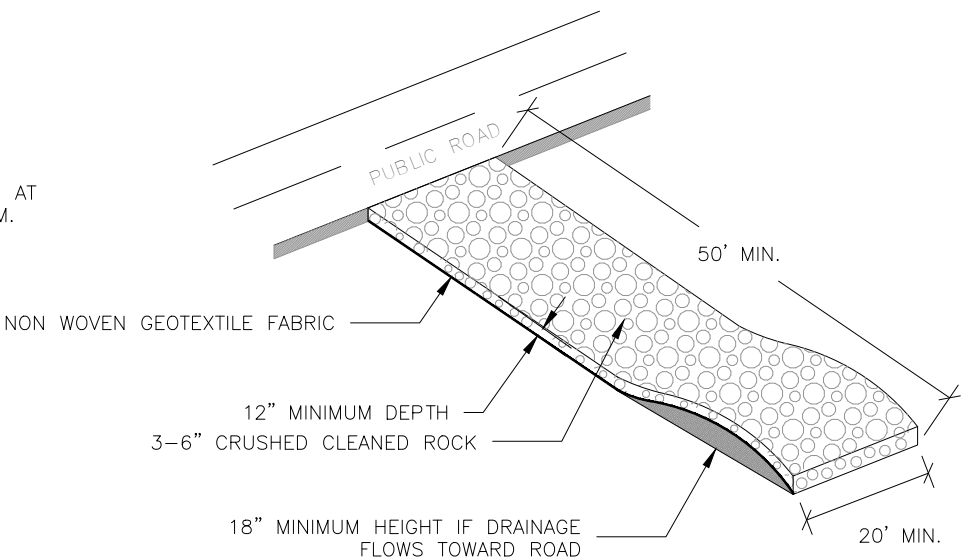


- NOTES:
- DOUBLE SILT CURTAINS SHOULD BE SPACED 10' APART IF REQUIRED

1 FLOATING SILT CURTAIN DETAIL
C1.1 NOT TO SCALE

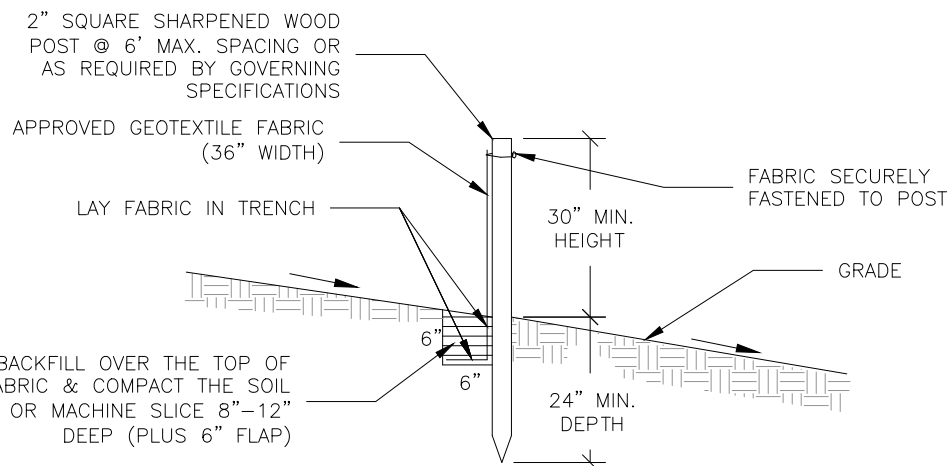


2 BIOROLL DETAIL
C1.1 NOT TO SCALE



- NOTES:
- GEOTEXTILE SHALL BE PLACED UNDER ROCK TO STOP MUD MIGRATION THROUGH ROCK
 - OTHER METHODS BESIDES ROCK (SLASH MULCH, RUMBLE PAD, ETC.) MAY BE USED FOR EXIT STABILIZATION WITH ENGINEER APPROVAL
 - SEE EROSION CONTROL PLAN OR SWPPP FOR MAINTENANCE.
 - SEE WISDOT SPEC 628 AND WISCONSIN DNR TECHNICAL STANDARD 1057

3 ROCK CONSTRUCTION ENTRANCE
C1.1 NOT TO SCALE



- NOTES:
- POST SPACING SHALL NOT EXCEED 6 FEET.
 - POST TO BE ON LOWER SIDE OF SLOPE (TOWARD PROPERTY BOUNDARY OR POND SIDE) AND FENCE UPSTREAM.
 - GEOTEXTILE FABRIC SHALL BE "MIRAFI" TYPE OR APPROVED EQUAL.
 - TRENCH SHALL BE A MIN. OF 6 INCHES DEEP BY 6 INCHES WIDE.
 - MACHINE SLICED METHOD IS ACCEPTABLE
 - SEE EROSION CONTROL PLAN OR SWPPP FOR REPAIR AND MAINTENANCE.
 - SEE WISDOT SPEC 628

4 SILT FENCE
C1.1 NOT TO SCALE

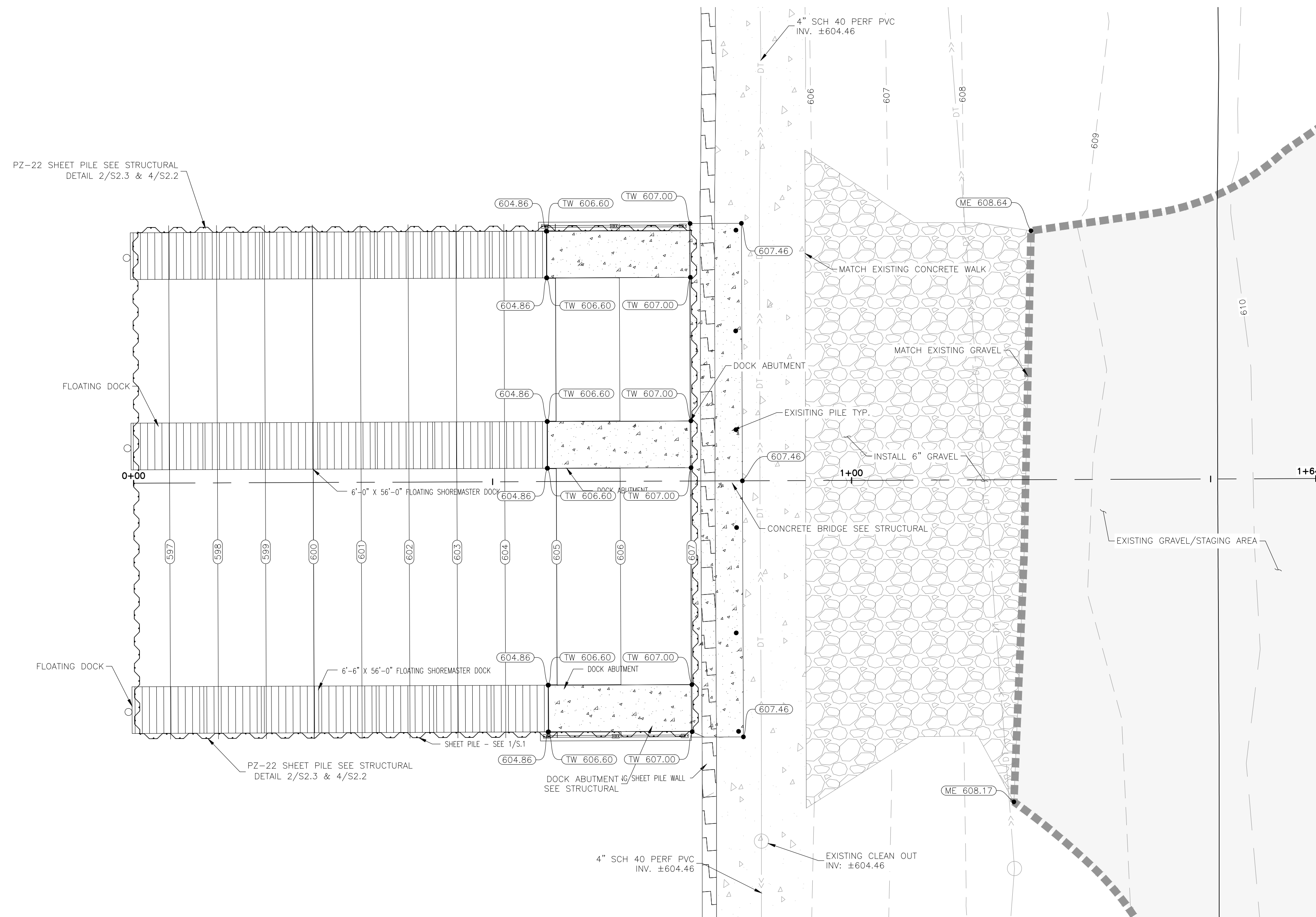
PRELIMINARY
NOT FOR CONSTRUCTION

REV. BY:	DESCRIPTION	REV.	DATE
NFCT	ISSUED FOR OWNER REVIEW	A	12/09/2012
NFCT	ISSUED FOR OWNER REVIEW	B	01/13/2020
BPK	ISSUED FOR OWNER REVIEW	C	10/15/20

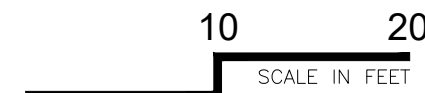
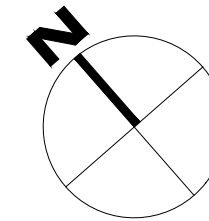
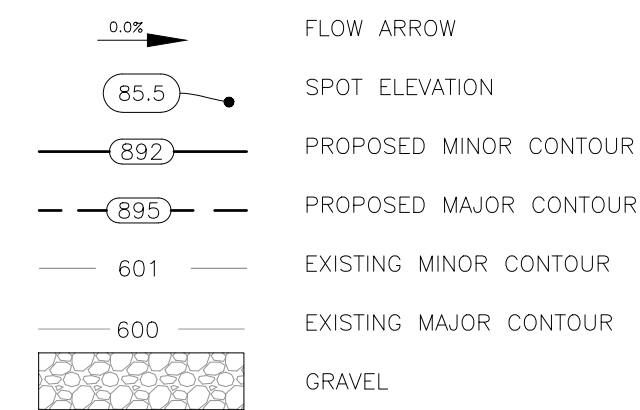
KREHER PARK REDEVELOPMENT
PHASE 2 - BOAT LAUNCH
ELLIS AVENUE NORTH
ASHLAND, WI
EROSION CONTROL

JOB No: 181192
DATE:
DRAWN BY: BPK
DESIGNED BY: BPK

SHEET:
C1.1

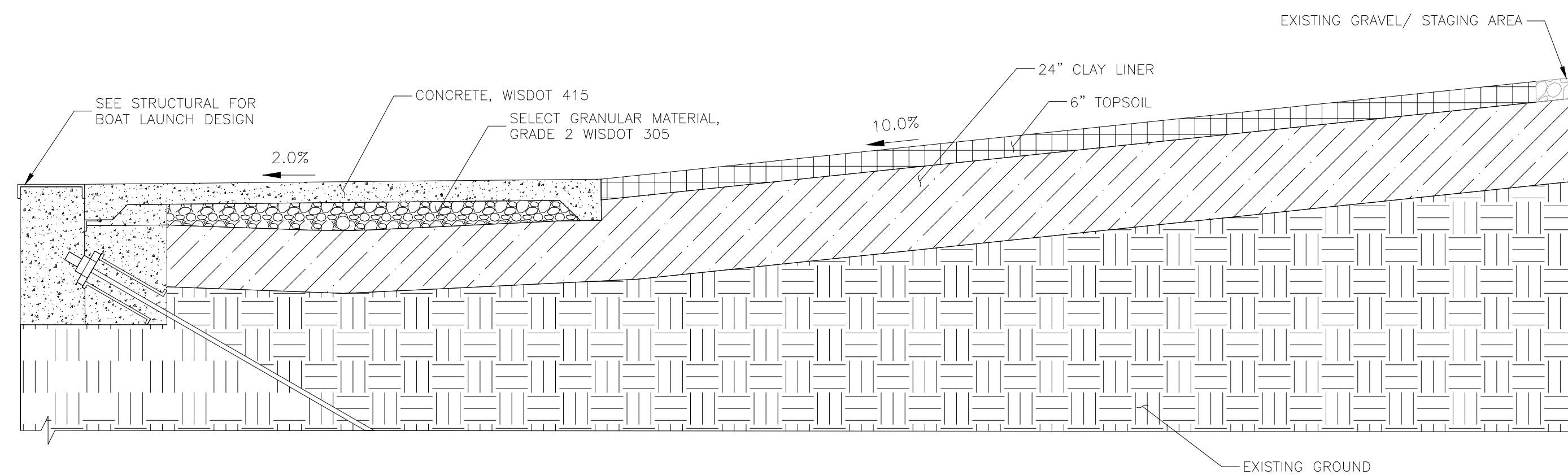


GRADING LEGEND:

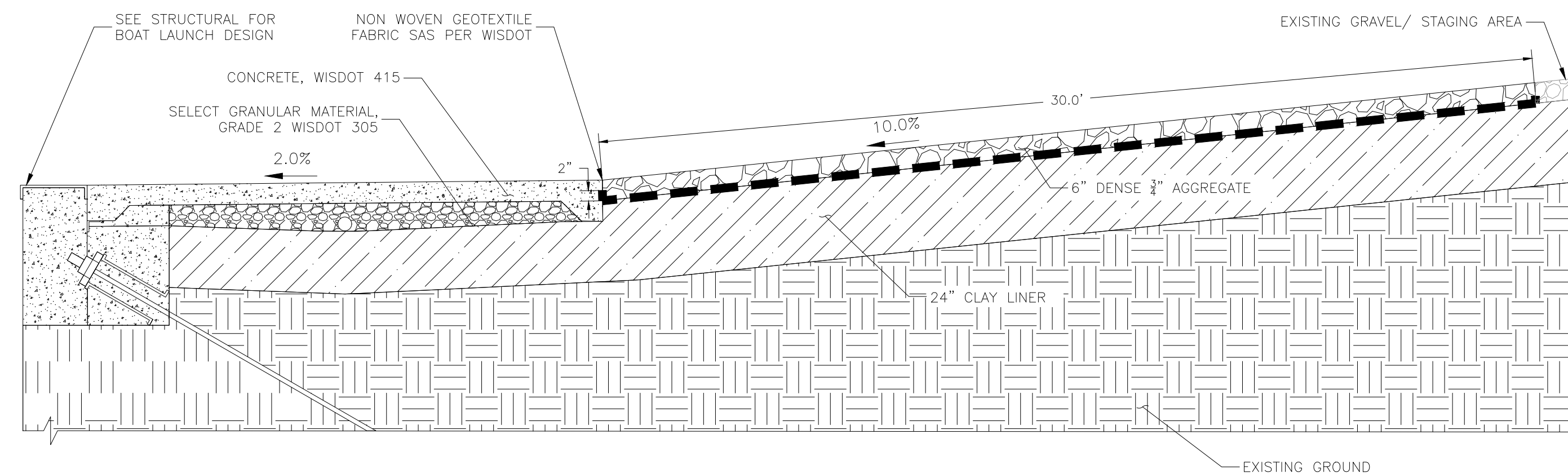


GENERAL GRADING AND DRAINAGE NOTES:

1. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE IN PLACE BEFORE BEGINNING SITE GRADING ACTIVITIES.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING QUANTITIES OF CUT, FILL AND WASTE MATERIAL TO BE HANDLED, AND FOR THE AMOUNT OF GRADING TO BE DONE. ALL COSTS ASSOCIATED WITH IMPORTING SUITABLE MATERIAL AND EXPORTING UNSUITABLE/EXCESS/WASTE MATERIAL SHALL BE INCLUDED IN THE BID PRICE.
3. CONTRACTOR SHALL STRIP, STOCKPILE AND RE-SPREAD EXISTING ONSITE TOPSOIL. PROVIDE A UNIFORM THICKNESS OF 6" MINIMUM IN ALL DISTURBED AREAS.
4. CONTRACTOR SHALL DISPOSE OF ANY EXCESS SOIL MATERIAL UNLESS OTHERWISE DIRECTED.
5. MAINTAIN TEMPORARY PROTECTION MEASURES DURING CONSTRUCTION ACTIVITIES. SEE SITE REMOVALS PLAN FOR ADDITIONAL INFORMATION. PROVIDE ADDITIONAL PROTECTION AS NECESSARY AS WORK PROGRESSES.
6. SEE CIVIL SITE PLAN FOR SITE LAYOUT.
7. PROPOSED CONTOURS AND SPOT ELEVATIONS ARE TO FINISHED SURFACE GRADE.
8. SPOT LABELED ME REFERS TO MATCH EXISTING GRADE, EOF REFERS TO EMERGENCY OVERFLOW ELEVATION, TW REFERS TO TOP OF WALL AND BW REFERS TO BOTTOM OF WALL.
9. NO GRADED SLOPES SHALL EXCEED 3:1 (HORIZONTAL TO VERTICAL) UNLESS OTHERWISE NOTED.
10. UNIFORMLY GRADE AREAS WITHIN LIMITS OF GRADING AND PROVIDE A SMOOTH FINISHED SURFACE WITH UNIFORM SLOPES BETWEEN POINTS WHERE ELEVATIONS ARE SHOWN OR BETWEEN SUCH POINTS AND EXISTING GRADES.
11. LIMIT THE DISTURBED AREA AS MUCH AS POSSIBLE AND CONDUCT GRADING OPERATIONS IN A MANNER TO MINIMIZE THE POTENTIAL FOR EROSION.
12. DRAIN/ILE CLEAN OUTS WILL REQUIRE AN ADJUSTABLE ACCESS COVER, SIOUX CHIEF 850 SERIES, IF DAMAGED AND REQUIRE REPLACEMENT.



1 EXISTING BOAT LAUNCH PROFILE VIEW
C2.0



2 PROPOSED BOAT LAUNCH PROFILE VIEW
C2.0

PRELIMINARY
NOT FOR CONSTRUCTION

DATE:	REV:	DESCRIPTION	REV. BY:
12/15/20	C	ISSUED FOR OWNER REVIEW	BPB

KREHER PARK REDEVELOPMENT
PHASE 2 - ABOVE CAP FEATURES
ELLIS AVENUE NORTH
ASHLAND, WISCONSIN
SITE & GRADING PLAN

JOB No: 181192
DATE: 08.08.2019
DRAWN BY: AJP
DESIGNED BY: BPK

SHEET:

C2.0

GENERAL

- ELEVATIONS SHOWN, EXCEPT AS NOTED, ARE BASED ON THE 1985 LAKE SUPERIOR INTERNATIONAL GREAT LAKES DATUM (IGLD). ON GENERAL ARRANGEMENT DRAWINGS, ELEVATIONS ARE ALSO SHOWN RELATIVE TO THE IGLD LOW-WATER DATUM (LWD). THE IGLD ORDINARY HIGH-WATER MARK (OHWM) IS 603.1 FT. EXISTING WATER ELEVATIONS MAY VARY ABOVE AND BELOW THE IGLD OHWM AND LWD, RESPECTIVELY, THROUGHOUT THE DURATION OF THE PROJECT. VARIATIONS ABOVE THE OHWM AND BELOW THE LWD ARE GENERALLY DUE TO ENVIRONMENTAL CHANGES, I.E. RAINFALL, WIND, RUNOFF, PRESSURE, AND CYCLICAL CHANGES IN WATER LEVELS.
- ALL PLAN DIMENSIONS ON THE DRAWINGS ARE MEASURED IN A TRUE HORIZONTAL PLANE UNLESS NOTED OTHERWISE.
- ALL MATERIALS AND INSTALLATION MUST MEET THE STANDARD SPECIFICATIONS LISTED IN THE DESIGN CRITERIA SECTION OF THE STRUCTURAL NOTES AND THE PROJECT SPECIFICATIONS.
- THE MARINE/STRUCTURAL DRAWINGS ARE TO BE WORKED TOGETHER WITH THE CIVIL DRAWINGS AND SPECIFICATIONS FOR ALL INTER-DISCIPLINE INTERFACE WORK WHICH MAY NOT BE INCLUSIVE ON THE MARINE/STRUCTURAL DRAWINGS. CONTRACTOR IS RESPONSIBLE FOR COORDINATION AND SHALL REPORT ANY DISCREPANCY TO THE ENGINEER PRIOR TO COMMENCING THE WORK.
- OPENINGS AND PENETRATIONS NOT SHOWN IN THE CONTRACT DOCUMENTS THROUGH ANY STRUCTURAL ELEMENTS OR ITEMS EMBEDDED IN THE STRUCTURAL ELEMENTS SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO IMPLEMENTING THE WORK.
- PLANS, SECTIONS, AND DETAILS SHALL NOT BE SCALED FOR DETERMINATION OF SIZE, QUANTITIES, LENGTHS, ETC.
- ALL MEMBERS ARE DESIGNED TO RESIST THE DESIGN LOADS WITHIN THE COMPLETED MARINE SYSTEM. CONTRACTOR IS RESPONSIBLE FOR ADEQUATE SHORING, BRACING, ETC DURING CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ANY AND ALL STREETS, UTILITIES, EXISTING STRUCTURES, EQUIPMENT, ETC.
- CONTRACTOR IS RESPONSIBLE TO FOLLOW ALL LOCAL, STATE, & FEDERAL PERMIT REQUIREMENTS AT ALL TIMES.
- EXISTING CONDITIONS, RELATED DIMENSIONS, ELEVATIONS INDICATED IN THE CONTRACT DOCUMENTS SHALL BE FIELD VERIFIED AS SITE CONDITIONS MAY HAVE CHANGED SINCE LAST INSPECTION BY ENGINEER. ANY VERIFIED CONDITIONS THAT DIFFER FROM THAT INDICATED IN THE CONTRACT DOCUMENTS SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO PRODUCTION OF SHOP DRAWINGS & FABRICATION.
- WHERE A SPECIFIC MODEL, MANUFACTURER, OR GEOMETRIC SIZE/SHAPE OF AN ITEM ARE IDENTIFIED ON THE DRAWINGS OR IN THE SPECIFICATIONS, THE MODEL, MANUFACTURER, OR GEOMETRIC SIZE/SHAPE IDENTIFIED ARE THE BASIS OF THE DESIGN. ITEMS OF OTHER MODEL, MANUFACTURER, OR GEOMETRIC SIZE/SHAPE OF EQUAL DESIGN WHICH ARE ACCEPTED BY THE ENGINEER THAT REQUIRE ANY ADDITIONAL DRAWINGS, ENGINEERING DEVIATIONS, OR CONSTRUCTION/QUANTITY CHANGES ARE THE RESPONSIBILITY OF THE CONTRACTOR INCLUDING ALL ASSOCIATED COSTS.
- THE ACCURACY OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES ARE NOT GUARANTEED AND NOT INCLUSIVE. FIELD CONDITIONS SHALL BE VERIFIED PRIOR TO ANY EXCAVATION.
- THE GENERAL MARINE/STRUCTURAL NOTES GIVEN IN THE CONSTRUCTION DOCUMENTS MAY NOT BE INCLUSIVE TO THE ENTIRE PROJECT. SEE FULL PROJECT SPECIFICATIONS FOR ADDITIONAL INFORMATION.
- THE PROPOSED WORK IS BEING CONDUCTED ON A HAZARDOUS WASTE SITE. REFER TO BRAUN INTERTEC AND LOUCKS AS-BUILT DRAWINGS FOR KREHER PARK CAPPING AND RESTORATION, DATED JANUARY 31, 2020. CERCLIS #WISFN0507952
- FULL COLUMN SILT CURTAINS SHALL BE INSTALLED PRIOR TO SHEET PILE INSTALLATION AND SHALL REMAIN IN PLACE FOR THE DURATION OF THE SHEET PILE INSTALLATION AT A MINIMUM. ADDITIONAL BEST MANAGEMENT PRACTICES (BMPs), SUCH AS ABSORBANT BOOMS SHALL BE IMPLEMENTED AS REQUIRED.
- CONTRACTOR IS RESPONSIBLE FOR SUBMITTING A SITE SAFETY AND SITE CONTINGENCY PLAN, AND RESPONSE ACTION PLAN ADDRESSING THE REQUIREMENTS SET FORTH IN 29 CFR 1910.120.
- SITE SAFETY AND SITE CONTINGENCY PLAN SHALL ADDRESS MEASURES AND BEST MANAGEMENT PRACTICES (BMPs) THAT WILL BE IMPLEMENTED TO CONTROL CONTAMINATED DEBRIS ENCOUNTERED. PLAN WILL ALSO ADDRESS THE SUSPENSION AND DISPERSION OF POTENTIAL CONTAMINATED SEDIMENTS THAT WILL BE EXPOSED DURING EXCAVATION BELOW THE EXISTING REMEDIATION DREDGED ELEVATION AND DURING SHEET PILE INSTALLATION.

DESIGN CRITERIA

- CODES AND SPECIFICATIONS
 - ALL DESIGN, UNLESS OTHERWISE NOTED, ARE IN ACCORDANCE WITH THE FOLLOWING:
 - I. LOCAL & STATE CODES FOR WHICH THE PROJECT IS ERCTED
 - II. INTERNATIONAL BUILDING CODE (IBC)
 - III. AISC STANDARD 7
 - IV. STANDARD SPECIFICATIONS FOR HIGHWAY BRIDGES (AASHTO)
- DESIGN LOADS
 - A. WIND LOADS
 - BASIC WIND SPEED (3 SEC GUST): 105 MPH
 - RISK CATEGORY: I
 - DRAW COEFFICIENT: 1.5
 - WIND PRESSURE: 21 PSF
 - B. LIVE LOADS
 - BOAT LANDING SURCHARGE: 200 PSF
 - FLOATING DOCK UNIFORM LIVE LOAD: 40 PSF
 - CONCENTRATED LIVE LOAD: 500 LBS
 - ICE JACKING FORCE (SERVICE): 41 KIPS
 - C. DESIGN VESSEL:
 - LENGTH = 45 FEET
 - AVERAGE PROFILE HEIGHT = 10.5 FEET
 - D. FOR MOORING DESIGN, LOADS ON VESSEL SHALL BE BASED ON WIND PRESSURES SHOWN ABOVE WHILE DOCKED.
 - E. A DESIGN VESSEL IMPACT VELOCITY OF 3 FEET PER SECOND AT 10° APPROACH ANGLE WERE USED TO DETERMINE THE TOTAL BERTHING IMPACT ENERGY FOR EACH VESSEL.
 - F. THE STRUCTURES HAVE BEEN DESIGNED TO RESIST DESIGN LOADS ONLY AS COMPLETED STRUCTURES, UNLESS OTHERWISE NOTED ON THE DRAWINGS. ANY PROPOSED APPLICATION OF CONSTRUCTION LOADS WHICH EXCEED THE DESIGN LOADS MUST BE APPROVED BY THE ENGINEER.

PERMITS

- THE FOLLOWING PERMITS/APPROVALS HAVE BEEN OBTAINED FOR THIS PROJECT:
 - A. DNR PERMIT FOR BOAT LAUNCH - APPROVED
 - B. ARMY CORPS OF ENGINEERS PERMIT FOR BOAT LAUNCH - PENDING
- CONTRACTOR IS RESPONSIBLE FOR ANY ADDITIONAL DISPOSAL, OR LOCAL PERMITTING NECESSARY BEFORE THE START OF THE PROJECT.

WORK SCHEDULE & DELAYS

- ALL DOCK CONSTRUCTION MUST BE COMPLETED DURING SCHEDULED DOWN TIME PERIODS TO PREVENT INTERFERENCE WITH PIER/DOCK OPERATIONS. THE CONTRACTOR SHALL COORDINATE WITH DOCK OWNER TO SCHEDULE WORK.
- ALL WORK ONSITE SHALL BE SCHEDULED WITH THE CITY OF ASHLAND AND XCEL ENERGY
- ALL WORK THAT MAY BE CONSIDERED A PUBLIC NOISE NUISANCE AS DETERMINED BY ENGINEER/OWNER (E.G. PILE DRIVING) SHALL BE PERFORMED BETWEEN 7:00 AM AND 7:00 PM. NO PUBLIC NOISE NUISANCE WORK MAY BE PERFORMED OUTSIDE OF THESE HOURS UNLESS APPROVED BY ENGINEER/OWNER.

EARTH WORK

- ALL GEOTEXTILE FABRIC SHALL BE PROPEX GEOTEX 315ST OR APPROVED EQUIVALENT.
- CONTRACTOR TO PROVIDE ALL NECESSARY MEANS AND EQUIPMENT TO CONTAIN EXISTING DEBRIS DURING DEMO INCLUDING; ABSORBENT BOOM, SCREEN FENCE, H.D. SILT FENCE, ETC.
- NON-FROST SUSCEPTIBLE (NFS) SOIL IS DEFINED AS NO MORE THAN 6% OF THE MASS OF UNDISTURBED SOILS OR FILL MATERIAL MUST PASS THROUGH A #200 MESH SIEVE IN ACCORDANCE WITH ASTM D422.
- ALL FILL SHALL BE COMPACTED TO 95% MODIFIED PROCTOR.
- CONCRETE SHALL NOT BE PLACED INTO OR AGAINST SOIL CONTAINING FREE WATER, FROST OR ICE. SHOULD WATER ENTER OR ICE FORM IN A STRUCTURAL EXCAVATION AFTER BEING APPROVED, THE SOIL SHALL BE RE-INSPECTED AFTER REMOVAL OF WATER OR ICE AND RECOMPACTED

STRUCTURAL STEEL

- ALL STRUCTURAL STEEL AND MISCELLANEOUS METAL SHALL BE FABRICATED AND ERECTED IN ACCORDANCE WITH ALL APPLICABLE PROVISIONS OF THE LATEST:
 - A. AISC SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS
 - B. AISC "CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES"
 - C. SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS (RCRBJ)
 - D. AISC QUALITY CERTIFICATION PROGRAM.
- STRUCTURAL STEEL SHALL CONFORM TO THE FOLLOWING MATERIAL SPECIFICATIONS:
 - WIDE FLANGES AND SHAPES CUT FROM THEM ASTM A992
 - S-BEAMS, CHANNELS, ANGLES AND PLATES ASTM A36
 - STEEL PIPE ASTM A53 GRADE B
 - HIGH STRENGTH BOLTS ASTM A325-X OR ASTM F1852-X
 - NUTS ASTM A563
 - WASHERS ASTM F436
 - ANCHOR RODS ASTM 1554 GRADE 36
 - WELDED STUDS ASTM A108
 - WELD ELECTRODES E70XX
- WELDING SHALL BE PERFORMED IN ACCORDANCE WITH AWS D1.1 BY QUALIFIED WELDERS AS DEFINED BY AWS D1.1 & ALL UNDERWATER WELDING SHALL BE IN ACCORDANCE WITH AWS D3.6. ELEMENTS INVOLVING CONNECTIONS OF SHEET STEEL OR STRIP STEEL SHALL ALSO BE IN ACCORDANCE WITH THE LATEST EDITION OF AWS D1.3. SPECIFICATION FOR WELDING SHEET STEEL IN STRUCTURES. WELDING RODS UTILIZED IN UNDERWATER WELDING SHALL MEET THE STANDARDS OF AWS D3.6.
- BOLTED CONNECTIONS SHALL BE WITH 7/8" HIGH STRENGTH BOLTS CONFORMING TO ASTM A325 WITH THREADS EXCLUDED FROM THE SHEAR PLANE UNLESS INDICATED OTHERWISE ON THE DRAWINGS. THE USE OF HIGH STRENGTH STEEL BOLTS SHALL BE GOVERNED BY "SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS".
- DRILLED HOLES THROUGH STEEL SHEET PILE SHALL BE NO GREATER THAN APPROXIMATE THREAD MAJOR DIAMETER + 1/8" INCH UNO.
- ALL NOMINAL BOLT HOLE DIAMETERS THROUGH STRUCTURAL ELEMENTS SHALL BE STANDARD SIZED UNLESS NOTED OTHERWISE.
- BEVELED WASHERS SHALL BE UTILIZED WHEN THE OUTER FACE OF THE JOINT HAS A SLOPE THAT IS GREATER THAN 1:20 WITH RESPECT TO A PLANE THAT IS NORMAL TO THE BOLT AXIS.
- PROVIDE FIRE WATCH DURING ALL WELDING, FLAME CUTTING, AND BURNING.
- STEEL MEMBERS AND CONNECTIONS WERE DESIGNED ASSUMING A TYPE PR (PARTIALLY RESTRAINED) OR "SIMPLE FRAMING" CONSTRUCTION TYPE.
- ALL BOLTED CONNECTIONS SHALL BE SNUG TIGHTENED PER RCSC LATEST EDITION UNO.

STEEL PILE FOUNDATIONS

- ALL STEEL PILES SHALL BE 12"Ø PIPE PILES (3/8" MIN WALL) CONFORMING TO ASTM A252 GRADE 2 STEEL PILES.
- NO SECONDS, REJECT, OR USED PILING WILL BE CONSIDERED UNLESS APPROVED BY ENGINEER.
- SEE PLAN FOR ESTIMATED PILE LENGTHS AND PILE TIP ELEVATIONS.
- ALL PILES SHALL BE DRIVEN OPEN ENDED.
- PILES SHALL BE DRIVEN HORIZONTALLY WITHIN 2 INCHES OF THE PLAN LOCATION AND PILES SHALL NOT BE OUT OF PLUMB VERTICALLY BY MORE THAN 2% FOR PROPER ALIGNMENTS.
- THE CONTRACTOR SHALL PREPARE DRIVING RECORDS FOR ALL PILES INCLUDING PILE IDENTIFICATION MARK, TYPE, SIZE AND LENGTH OF PILE, PILE HAMMER USED, HAMMER SPEED AND PRESSURE, SPLICE LOCATIONS AND TYPE, TIP AND CUTOFF ELEVATIONS, PLUMBNESS CHECKS BEFORE AND AFTER DRIVING, DRIVING RESISTANCE PER FOOT, DATE AND TIME OF DRIVING, AND ANY UNUSUAL OCCURRENCES. DAILY RECORDS SHALL BE TURNED OVER TO THE ENGINEER FOR REVIEW.
- PILING DAMAGED OR DRIVEN OUTSIDE THE ABOVE TOLERANCES SHALL BE REMOVED AND REPLACED WITH NO ADDITIONAL EXPENSE TO THE OWNER.
- SOILS INFORMATION FOR THE DESIGN OF THE STEEL PILING WERE BASED OFF OF SOILS INFORMATION PROVIDED BY BRAUN INTERTEC REPORT #B14-02346.01, DATED APRIL 19, 2019.

FLOATING DOCK SYSTEMS

- DESIGN LOADS
 - A. VERTICAL DEAD LOAD SHALL BE THE ENTIRE WEIGHT OF THE FLOATING DOCK SECTION, INCLUDING ALL ACCESS RAMPS AND APPURTENANCES.
 - B. VERTICAL LIVE LOAD FOR FLOTATION DESIGN SHALL BE A MINIMUM OF 40 PSF.
 - C. VERTICAL LIVE LOAD FOR STRUCTURAL MEMBER DESIGN SHALL BE A MINIMUM OF 50 PSF.
 - D. THE FLOATING DOCK SYSTEM SHALL BE DESIGNED TO RESIST AN IMPACT FROM THE LARGEST VESSEL NORMALLY AT THE DOCK. THE VESSEL SHALL STRIKE THE END OF THE DOCK AT A 10 DEGREE OFF OF THE CENTERLINE OF THE DOCK WITH A VESSEL SPEED OF 3FT/SEC. AS A MINIMUM A VESSEL WEIGHT OF 18,000 LBS SHALL BE CONSIDERED. THE DOCK SHALL BE DESIGNED FOR THIS IMPACT EVEN IF FENDERS OF BUMPERS ARE UTILIZED.
 - E. THE FLOATING DOCK SYSTEM SHALL BE DESIGNED TO RESIST A MAXIMUM WIND SPEED OF 105 MPH AND A RESULTING UNIFORM WIND LOAD PRESSURE OF 21 PSF. THE LOADING TO THE DOCK SHALL CONSIDER THE MAXIMUM VESSEL PROFILE HEIGHT NORMALLY AT THE DOCK BUT A MINIMUM PROFILE HEIGHT OF 10.5 FT SHALL BE CONSIDERED.
- FLOATATION SHALL PROVIDE A MINIMUM FREEBOARD OF 18" TO A MAXIMUM FREEBOARD OF 24" UNDER DEAD LOADS
- FLOATATION SHALL PROVIDE A MINIMUM FREEBOARD OF 10" UNDER THE COMBINATION OF DEAD & LIVE LOADS
- A LOSS OF FREEBOARD SHALL NOT BE GREATER THAN 4" WHEN A 400 LBS POINT LOAD IS APPLIED TWO FEET FROM THE END OF THE DOCK
- A VERTICAL DIFFERENCE FROM CORNER TO CORNER OF THE DOCK SHALL NOT BE GREATER THAN 2" WHEN A 200 LBS POINT LOAD IS APPLIED AT ONE CORNER OF THE DOCK
- THE FLOATING DOCK SHALL BE DESIGNED FOR A STORM CONDITION OF 1 FT WAVE DURING BOATING SEASON FOR THE LOW-WATER DATUM (LWD) AND THE HIGH-WATER DATUM (HWD) SHOWN ON PLAN
- THE DESIGN WATER LEVEL FLUCTUATION SHALL BE APPROXIMATELY 5.0 FT
- DOCK FLOATATION, INCLUDING RAMP, SHALL BE DESIGNED SUCH THAT FREEBOARD CRITERIA SHALL BE MAINTAINED WHEN THE DOCK IS FREE FLOATING AND DISCONNECTED FROM THE MAIN STRUCTURE.
- ADDITIONAL FLOATATION SHALL BE ADDED WHEN NEEDED TO SUPPORT THE ADDITIONAL LOADING FROM THE GANGWAY WITHOUT PRODUCING ANY UNDEE DISTORTION IN THE FLOATING STRUCTURE
- TIE DOWN/MOORING CLEATS AND CONNECTION HARDWARE SHALL BE DESIGNED TO WITHSTAND A LINE LOAD OF 6,700 LBS IN ANY DIRECTION
- FLOATATION UNITS & CONNECTIONS SHALL BE DESIGNED THAT THE DOCK ACTS AS ONE STRUCTURAL SYSTEM AND ONE FLOATATION UNIT DOES NOT DEFLECT WITHOUT ADJACENT UNITS DEFLECTING.
- FLOATATION UNITS SHALL BE DESIGNED TO MAINTAIN BUOYANCY IF STRUCTURALLY DAMAGED.
- FLOATATION UNITS SHALL CONSTRUCTED OF FIRE RESISTANT MATERIALS
- ALL STEEL MATERIALS SHALL BE EITHER HOT DIPPED GALVANIZED OF STAINLESS STEEL
- CONNECTIONS SHALL BE DESIGNED SO THE UNITS MAY BE DISCONNECTED AND MOVED WITH RELATIVE EASE
- FENDERS OR BUMPERS SHALL BE PROVIDED ON ALL SIDES OF THE DOCK AND BE CAPABLE OF MEETING THE IMPACT STANDARDS SPECIFIED IN THE DESIGN LOAD CRITERIA
- THE FLOATATION UNITS SHALL CONSISTS OF A PREMOULDED HIGH DENSITY POLYETHYLENE SHELL WITH FOAMED IN PLACE POLYSTYRENE FLOATATION. FLOATATION UNITS SHALL BE OF ONE PIECE ROTATIONAL-MOLDED CONSTRUCTION WITH REINFORCED WALL THICKNESS TO MAINTAIN SHAPE.
- THE HIGH DENSITY POLYETHYLENE PRODUCTS SHALL MEET THE FOLLOWING MINIMUM STANDARDS:
 - MINIMUM THICKNESS = 0.125 INCHES
 - DENSITY (ASTM D1505) = 59 LBS/FT3
 - ULTIMATE TENSILE STRENGTH (ASTM D638) = 3200 PSI
 - VACANT SOFTENING TEMPERATURE (ASTM D1525) = +240° F
 - BRITTLINESS TEMPERATURE (ASTM D746) = -180° F
 - FLEXURAL MODULUS (ASTM D790) = 100,000 PSI
- THE FOLLOWING WARRANTIES SHALL BE APPLIED TO THE APPROPRIATE COMPONENTS OF THE FLOATING DOCK STRUCTURE:
 - A. FLOATATION UNITS - 10 YEARS
 - B. BALANCE OF COMPONENTS - 5 YEARS
 - C. DECKING MATERIALS - 10 YEARS
- ANCHOR PILES FOR DOCK SHALL BE LOCATED AS NOTED ON THE PLANS FOR DOCK ACCESS ON ONE SIDE OF COURTESY DOCK AND BOTH SIDES OF LOADING DOCKS
- GANGWAY SHALL BE HINGED ON THE CONCRETE PIER SIDE WITH A MINIMUM 2'-0" OF OVERLAP ON FLOATING DOCK
- ALL ROLLER ASSEMBLIES SHALL BE PROTECTED BY PLASTIC/RUBBER SHROUDS OR GUARDS TO PREVENT PINCH POINTS
- GANGWAYS SHALL HAVE A MINIMUM WIDTH OF 48" CLEAR.

CONCRETE

- ALL TOPSIDE CONCRETE AND CONCRETE MATERIALS TO BE DESIGNED, MIXED AND PLACED IN ACCORDANCE WITH THE STANDARDS AND RECOMMENDATIONS OF THE LATEST ACI-318 CODE FOR REINFORCED CONCRETE.
- ALL NEW CONCRETE PLACED UNDERWATER SHALL FOLLOW CHAPTER 8 OF ACI 304R "GUIDE FOR MEASURING, MIXING, TRANSPORTING, AND PLACING CONCRETE" AND ALL EXISTING CONCRETE BELOW THE WATER SHALL BE REPAIRED IN ACCORDANCE TO ACI 546.2R "GUIDE TO UNDERWATER REPAIR OF CONCRETE".
- CONCRETE SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 5000 PSI.
- CONCRETE SLUMP SHALL BE 4" ± 1" WITH ALLOWANCE TO USE SUPERPLASTICIZING ADMIXTURE TO INCREASE UP TO 8" IF DESIRED.
- ENTRAINED AIR SHALL BE 6% ± 1.5% (MEASURED AT TRUCK DISCHARGE).
- MAXIMUM COARSE-AGGREGATE SIZE OF SHALL BE 3/4".
- CONCRETE SHALL BE DESIGNED TO A MINIMUM WATER-CEMENTITIOUS MATERIAL RATIO TO LIMIT SHRINKAGE AND PRODUCE MAXIMUM DURABILITY. MAXIMUM WATER-CEMENTITIOUS RATIO SHALL BE 0.40.
- CEMENT USED SHALL BE PORTLAND CEMENT MEETING THE REQUIREMENTS OF ASTM C150, TYPE II.
- ALL AGGREGATES SHALL CONFORM TO ASTM C33.
- ALL FLY ASH INCLUDED IN THE CONCRETE SHALL BE TYPE F MEETING THE REQUIREMENTS OF ASTM C618.
- ALL SLAG CEMENT INCLUDED IN THE CONCRETE SHALL MEET THE REQUIREMENTS OF ASTM C989.
- ALL SILICA FUME INCLUDED IN THE CONCRETE SHALL MEET THE REQUIREMENTS OF ASTM C1240.
- ALL HORIZONTAL REINFORCING BARS SHALL BE CONTINUOUS AROUND CORNERS.
- WATER USED TO BE POTABLE AND FREE OF DEBRIS, OIL, AND OTHER DELETERIOUS SUBSTANCES AND MEET THE REQUIREMENTS OF ASTM C1602.
- CONCRETE PLACED SHALL BE THOROUGHLY COMPACTED DURING PLACEMENT BY VIBRATING.
- FOLLOW ACI 305 AND ACI 306 FOR HOT AND COLD WEATHER CONSTRUCTION WHEN APPLICABLE.
- ALL FORMING SHALL BE TRUE AND STRAIGHT IN ACCORDANCE WITH ACI STANDARDS.
- ALL HORIZONTAL CONCRETE SURFACES SHALL HAVE A BROOM FINISH. ALL OTHER SURFACES SHALL HAVE SMOOTH FORM FINISH. SEE DETAIL 1/52.2 FOR CONCRETE FINISH ON RAMPS.
- SUFFICIENT CURING SHALL BE PROVIDED FOR CONCRETE. WET CURE WITH BURLAP AND WATER IMMEDIATELY AFTER FINISHING AND FOR A MINIMUM OF 7 DAYS. ALTERNATELY USE CURING COMPOUND ON FORMED SIDES, ONLY AFTER REMOVAL OF FORMS. CURE AS PER ACI STANDARDS.
- ALL EMBEDDED ITEMS AND OPENINGS REQUIRED FOR MOORING, UTILITY, AND ELECTRICAL SERVICES SHALL BE INCORPORATED INTO THE STRUCTURES WHETHER OR NOT THEY ARE DETAILED OR INDICATED ON THE MARINE/STRUCTURAL DRAWINGS.
- ALL ITEMS EMBEDDED INTO CONCRETE SHALL BE CLEANED TO REMOVE ALL LOOSE SCALE, RUST, AND MARINE GROWTH. REFER TO THE RESPECTIVE DRAWINGS FOR THE DETAILS OF EMBEDDED ITEMS AND OPENINGS.
- ALL EXPOSED CONCRETE EDGES SHALL BE CHAMFERED 3/4" BY 3/4" UNLESS SHOWN OTHERWISE.
- THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO OWNERS REPRESENTATIVE FOR REINFORCING STEEL BEFORE PROCEEDING WITH FABRICATION.
- CLEAR CONCRETE COVER OVER THE REINFORCING STEEL SHALL BE A MINIMUM OF 3" UNO.

REINFORCING STEEL

- ALL REINFORCING STEEL SHALL CONFORM TO ASTM A615 GRADE 60, WITH A MINIMUM YIELD POINT OF 60,000 PSI.
- ALL REINFORCING BAR DIMENSIONS SHOWN ON THE DRAWINGS ARE TO CENTERLINE OF BARS UNLESS NOTED OTHERWISE.
- DETAIL REINFORCING STEEL IN ACCORDANCE WITH "ACI DETAILING MANUAL" ACI SP66 AND "CRSI: MANUAL OF STANDARD PRACTICE AND RECOMMENDED PRACTICE FOR PLACING REINFORCING BARS", EXCEPT WHERE SHOWN OTHERWISE.
- DEVELOPMENT LENGTH AND LAP SPLICE LENGTH OF REINFORCING BARS SHALL BE AS SHOWN ON THE PLANS. ALL REINFORCING BAR SPLICES SHALL BE CLASS "B" TENSION LAP SPLICES, UNLESS NOTED OTHERWISE.
- REINFORCING MEETING ASTM A615 SHALL NOT BE WELDED WITHOUT PRIOR APPROVAL FROM ENGINEER.
- REINFORCING TO BE WELDED SHALL BE WELDABLE REBAR MEETING ASTM A706 SPECIFICATION OR DEFORM BAR ANCHORS MEETING ASTM A496 STANDARD. ALL WELDING OF REBAR SHALL BE SUBMITTED FOR APPROVAL TO ENGINEER PRIOR TO WELDING.

SHEET PILE SEAWALL

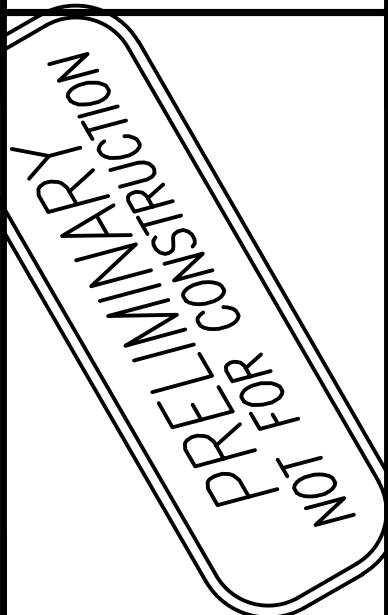
- HOT ROLLED STEEL SHEET PILING SHALL CONFORM TO ASTM A6 "STANDARD SPECIFICATION FOR GENERAL REQUIREMENTS FOR ROLLED STRUCTURAL STEEL BARS, PLATES, SHAPES, AND SHEET PILING" WHILE COLD ROLLED STEEL SHEET PILING SHALL CONFORM TO ASTM A857 "STANDARD SPECIFICATION FOR STEEL SHEET PILING, COLD FORMED, LIGHT GAGE."
- ALL STEEL SHEET PILE SHALL BE ASTM A572 GR 50. SHEET PILE SHALL HAVE A MINIMUM ELASTIC SECTION MODULUS OF Sx=18.1 IN3/FT OF WALL AND A MINIMUM THICKNESS OF 0.375" ON FLANGES AND WEB.
- IF THE STEEL SHEET PILE SIZE DESIGNATED ON THE PLANS ARE NOT UTILIZED, THE CONTRACTOR IS RESPONSIBLE FOR ANY ADDITIONAL DRAWINGS, ENGINEERING DEVIATIONS, OR CONSTRUCTION/QUANTITY CHANGES INCLUDING ALL ASSOCIATED COSTS.
- ALL STEEL SHEET PILE SIZES TO BE UTILIZED DURING CONSTRUCTION SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO PURCHASE.
- FOR PILE TIP ELEVATIONS, SEE RELEVANT DRAWINGS.
- PILES SHALL BE DRIVEN WITHIN 2 INCHES FROM BASELINE INDICATED ON PLANS AFTER DRIVING IS COMPLETED.
- PILES SHALL MAINTAIN 1/8" INCH PER FOOT OUT OF PLUMB TOLERANCE IN THE PARALLEL AND PERPENDICULAR PLANE OF THE WALL.
- TEMPORARY WALES, TEMPLATES, OR GUIDE STRUCTURES SHALL BE USED TO INSURE THAT THE PILING IS PLACED AND DRIVEN WITHIN THE ALIGNMENT TOLERANCES IN ALL PLANES.
- PILING DAMAGED OR DRIVEN OUTSIDE THE ABOVE TOLERANCES SHALL BE REMOVED & REPLACED WITH NO ADDITIONAL EXPENSE TO THE OWNER.
- THE CONTRACTOR SHALL PREPARE DRIVING RECORDS FOR ALL PILES INCLUDING PROJECT NAME AND NUMBER, NAME OF CONTRACTOR, PILE LOCATION AND IDENTIFICATION MARK, SEQUENCE OF DRIVING, PILE DIMENSIONS, GROUND ELEVATION, HAMMER TYPE, MAKE, MODEL, AND RATED ENERGY, WEIGHT AND STROKE OF HAMMER, SPLICE LOCATIONS AND TYPE, TIP AND CUTOFF ELEVATIONS AFTER DRIVING PILE GROUP, PLUMBNESS CHECKS BEFORE AND AFTER DRIVING, VERTICAL AND HORIZONTAL ALIGNMENT VERIFICATIONS, DRIVING RESISTANCE PER FOOT, RECORDS OF RE-DRIVING, DATE, START & FINISH TIMES OF DRIVING, TOTAL DRIVING TIME, AND ANY UNUSUAL OCCURRENCES. DAILY RECORDS SHALL BE TURNED OVER TO THE ENGINEER FOR REVIEW THE SAME DAY THE WORK IS PERFORMED.
- DESIGN OF THE SHEET PILE WALL WAS BASED OFF OF SOILS INFORMATION PROVIDED BY BRAUN INTERTEC REPORT # B14-02346.01 DATED APRIL 19,2019.
- 6" RESTORATIVE LAYER OF STONE WAS PLACED ON THE LAKE BED IN ACCORDANCE WITH THE EPA'S RECORD OF DECISION (ROD). THE CONTRACTOR SHALL PROTECT THE 6" RESTORATIVE LAYER AS NECESSARY DURING CONSTRUCTION. IF CONTRACTOR CHOOSES TO SPUD INTO LAKE BED OR DAMAGES CAP, CONTRACTOR IS RESPONSIBLE FOR PROVIDING FULL DEPTH SILT CURTAIN AROUND DAMAGED CAP AND PLACING ADDITIONAL STONE MATERIAL TO REPLACE CAP.
- FULL DEPTH SILT CURTAIN SHALL BE PROVIDED AROUND ENTIRE BOAT LAUNCH DURING INSTALLATION OF NEW SSP & PILES.

TESTING NOTES

- CONTRACTOR SHALL PERFORM ALL QUALITY CONTROL TESTING PER THE SPECIFICATIONS AND SUBMIT REPORTS TO OWNER/ENGINEER WEEKLY.
- THE CONTRACTOR SHALL ENGAGE A REPRESENTATIVE FIRM(S) FOR THE INDEPENDENT TESTING OF THE FOLLOWING ITEMS:
 - A. CONCRETE: ONE SET OF FIVE CONCRETE TEST CYLINDERS WILL BE TAKEN FOR EACH INDIVIDUAL CONCRETE STRUCTURE (I.E. DOLPHIN, PIER, BOLLARD PAD, ETC.) OR EVERY 50 CUBIC YARDS OR LESS OF CONCRETE PLACED DAILY. TEST ONE CYLINDER AT SEVEN DAYS, THREE AT 28 DAYS AND RESERVE ONE CYLINDER FOR CONTINGENCY TESTING AT 56 DAYS. CONCRETE TEST REPORTS TO BE SUBMITTED TO THE ENGINEER. AIR CONTENT AND SLUMP TESTS SHALL BE TAKEN FOR EACH SET OF TEST CYLINDERS.
 - B. SOIL COMPACTION: SOIL BELOW CONCRETE INSTALLATIONS SHALL BE DENSITY TESTED TO CONFIRM PROPER COMPACTION. TESTS SHALL BE PERFORMED EVERY 5,000 SQUARE FEET ON EACH LAYER. A MINIMUM OF 3 TESTS PER LAYER SHALL BE REQUIRED.
- SOIL COMPACTION TEST REPORTS SHALL BE REPORTED IN WRITING TO THE ENGINEER, CONTRACTOR, CITY OF ASHLAND, AND NSPW WITHIN 48 HOURS OF TESTING.

SUBMITTALS

- THE FOLLOWING ITEMS SHALL BE SUBMITTED AND APPROVED BY THE ENGINEER OR OWNERS REPRESENTATIVE PRIOR TO THE PURCHASE AND INSTALLATION OF THE ITEM
 - BASELINE PROJECT SCHEDULE AND FOREMAN CONTACT INFORMATION
 - BI-WEEKLY PROJECT SCHEDULE
 - PRE-CONSTRUCTION PHOTOGRAPHS, VIDEOS, AND RELEVANT DOCUMENTATION
 - QUALITY CONTROL TEST RESULTS SHALL BE SUBMITTED WEEKLY FOR ALL QUALITY CONTROL TESTS PERFORMED BY CONTRACTOR
 - CONCRETE:
 - A. MIX DESIGNS AND MATERIAL SPECIFICATIONS INCLUDING NON-SHRINK GROUT
 - B. STEEL REINFORCING MATERIAL SPECIFICATIONS AND PLACEMENT DRAWINGS THAT DETAIL FABRICATION, BENDING, PLACEMENT, BAR SIZES, LENGTHS, AND SPLICE LENGTHS
 - C. HOT/COLD WEATHER CONSTRUCTION PROCEDURES
 - D. CONCRETE CURING PROCEDURE AND MATERIALS
 - E. FORM-RELEASE AGENT
 - F. PATCHING MATERIALS INCLUDING BONDING AGENT
 - G. JOINT LAYOUT
 - H. COMPRESSIBLE FILLER BOARD
 - I. SILICONE JOINT SEALER
 - J. CONCRETE FINISH
 - STRUCTURAL STEEL & SHEET PILING:
 - A. SHOP DRAWINGS INCLUDING MEMBER SIZES, LENGTHS, CUT & CONNECTIONS DETAILS, LENGTHS, SIZE, & NUMBER OF BOLTS, AND WELD SIZE, TYPE, LENGTH, & LOCATION.
 - B. AWS D1.1 WELDING CERTIFICATES FOR PERSONNEL PERFORMING WELDING
 - C. MATERIAL SPECIFICATIONS FOR STRUCTURAL SHAPES AND STEEL PLATES
 - D. DAILY FIELD QUALITY CONTROL REPORTS INCLUDING PILE DRIVING LOGS, PILE DRIVING EQUIPMENT, VERTICAL AND HORIZONTAL ALIGNMENT VERIFICATIONS, FINAL TIP AND CUTOFF ELEVATIONS, OBSTRUCTIONS ENCOUNTERED WHILE DRIVING, HOURS WORKED, ETC. THE DAILY FIELD QUALITY CONTROL REPORT SHALL BE SUBMITTED THE SAME DAY THE WORK WAS PERFORMED.
 - E. INSTALLER QUALIFICATIONS
 - F. CERTIFIED COPIES OF MILL TEST REPORTS
 - G. BASELINE DRIVING LANE
 - H. STEEL SHEET PILE CLOSURE PLATE DESIGN AND DRAWINGS
 - FLOATING DOCKS
 - A. MATERIAL SPECIFICATIONS FOR ALL COMPONENTS
 - B. INSTALLATION AND REMOVAL INSTRUCTIONS
 - C. LAYOUT & FABRICATION DRAWINGS FOR ALL STRUCTURAL UNITS
 - D. COMPLETE DETAILS FOR THE FLOATATION OF EACH UNIT
 - E. COMPLETE FABRICATION DETAILS FOR THE ANCHORAGE SYSTEM FOR THE FLOATING DOCKS
 - F. DECKING LAYOUT & DECKING MATERIAL SPECIFICATIONS
 - G. DETAILS OF ALL CONNECTIONS BETWEEN DOCK UNITS AND ACCESS STRUCTURES
 - H. COMPLETE DESIGN CALCULATIONS SHOWING ADEQUACY OF THE DESIGN SIGNED AND STAMPED BY A PROFESSIONAL ENGINEER. CALCULATION SHALL INCLUDE BUT ARE NOT LIMITED TO FLOATATION LOADS, FREEBOARDS, DOCK DEFLECTIONS, STRUCTURAL FRAME DESIGN FOR APPLIED LOADS, ADEQUACY OF ALL WELD & BOLTING DESIGN, AND ANCHORAGE & ANCHOR ATTACHMENT DESIGN
 - COMMERCIAL DIVING OPERATIONS
 - A. DIVE PLAN AND ACTIVITY HAZARD ANALYSIS (AHA'S)
 - B. COMMERCIAL DIVER CERTIFICATION & DIVE PHYSICALS
 - C. FIRST AID, CPR, & DAN 02 TRAINING CERTIFICATIONS
 - D. TRANSPORTATION WORKER IDENTIFICATION CREDENTIAL CARD (TWIC)
 - CLEATS
 - A. PRODUCT DATA AND TECHNICAL SPECIFICATION
 - B. CLEAT LOAD RATING AND CERTIFICATE OF CONFORMANCE
 - SITE SAFETY AND SITE CONTINGENCY PLAN
 - A. CONTRACTOR IS RESPONSIBLE FOR SUBMITTING A SITE SAFETY AND SITE CONTINGENCY PLAN, AND RESPONSE ACTION PLAN ADDRESSING THE REQUIREMENTS SET FORTH IN 29 CFR 1910.120
 - B. SITE SAFETY AND SITE CONTINGENCY PLAN SHALL BE SUBMITTED TO THE ENGINEER, THE CITY OF ASHLAND AND THE EPA.
 - SURVEY
 - A. EXPERIENCED LAND SURVEYTOR QUALIFICATIONS AND SUPERVISION



DATE:	REV:	DESCRIPTION	REV. BY:
12/09/19	A	ISSUED FOR OWNER REVIEW	
01/15/20	B	ISSUED FOR OWNER REVIEW	
4/13/20	C	ISSUED FOR OWNER REVIEW	
12/15/20	D	ISSUED FOR OWNER REVIEW	

KREHER PARK REDEVELOPMENT PHASE 2 - BOAT LAUNCH ELLIS AVENUE NORTH ASHLAND, WISCONSIN	GENERAL STRUCTURAL NOTES
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JOB No: 181192
DATE:
DRAWN BY: PJB
DESIGNED BY: KKM
SHEET:
S0.0

STRUCTURAL ABBREVIATIONS											
ADDL	ADDITIONAL	EA	EACH	K	KIP (1000 POUNDS)	R	RADIUS, REACTION				
ALT	ALTERNATE	EA END	EACH END	KO	KNOCK OUT	REF	REFERENCE				
ANCH	ANCHOR (ANCHORAGE)	EF	EACH FACE			REINF	REINFORCE, REINFORCING				
AB	ANCHOR BOLT	EW	EACH WAY	L	ANGLE	REQD	REQUIRED				
ARCH	ARCHITECT, ARCHITECTURAL	ELEC	ELECTRICAL	LB	POUND	REV	REVERSE OR REVISION				
		EL	ELEVATION	LG	LENGTH, LONG	RD	ROOF DRAIN				
BSMT	BASEMENT	ELEV	ELEVATOR	LT WT	LIGHTWEIGHT	RO	ROUGH OPENING				
BM	BEAM	EQ	EQUAL	LL	LIVE LOAD	RTU	ROUGH TOP UNIT				
BRG	BEARING	EQ SP	EQUALLY SPACED	LOC	LOCATION	R/W	REINFORCED WITH				
BTWN	BETWEEN	EQUIP	EQUIPMENT	LONG	LONGITUDINAL						
BLK	BLOCK	ERECT	ERECTION	LLH	LONG LEG HORIZONTAL	SC	SLIP CRITICAL				
BB	BOND BEAM	EXIST	EXISTING	LLV	LONG LEG VERTICAL	SCHED	SCHEDULE				
BOT	BOTTOM	EXP	EXPANSION	LLBB	LONG LEG BACK TO BACK	SECT	SECTION				
BFE	BOTTOM OF FOOTING ELEVATION	EXP ANCH	EXPANSION ANCHOR	LW	LONG WAY	SHT	SHEET				
BLDG	BUILDING	EXP BOLT	EXPANSION BOLT	LGS	LIGHT GAUGE STEEL	SIM	SIMILAR				
		EXP JT	EXPANSION JOINT			SLBB	SHORT LEG BACK TO BACK				
CANT	CANTILEVER	EXT	EXTERIOR			SOG	SLAB ON GRADE				
CIP	CAST IN PLACE			MFR	MANUFACTURER	SP @	SPACED AT				
CLG	CEILING	FF	FAR FACE	MAS	MASONRY	SPA	SPACES				
CTR	CENTER	FS	FAR SIDE	MCJ	MASONRY CONTROL JOINT	SPEC	SPECIFICATIONS				
CL OR Q	CENTERLINE	FIN	FINISH	MO	MASONRY OPENING	SQ	SQUARE				
CLR	CLEAR	FLR	FLOOR	MAX	MAXIMUM	SF	SQUARE FOOT/FEET				
COL	COLUMN	FT	FOOT/FEET	MECH	MECHANICAL	STD	STANDARD				
COMP	COMPOSITE	FTG	FOOTING	MEMB	MEMBRANE	STL	STEEL				
CONC	CONCRETE	FDN	FOUNDATION	MTL	METAL	STL JST	STEEL JOIST				
CMU	CONCRETE MASONRY UNIT	FRMG	FRAMING	MEZZ	MEZZANINE	STIFF	STIFFENER				
CONN	CONNECTION			MISC	MISCELLANEOUS	STIR	STIRRUPS				
CONSTR	CONSTRUCTION			MONO	MONOLITHIC	STRUCT	STRUCTURAL				
CONSTR JT	CONSTRUCTION JOINT	GALV	GALVANIZED			SW	SHORT WAY				
CONT	CONTINUOUS	GA	GAUGE	NS	NEAR SIDE	SYM	SYMMETRICAL				
CONTR	CONTRACTOR	GC	GENERAL CONTRACTOR	NIC	NOT IN CONTRACT						
CJT	CONTROL JOINT	GB	GRADE BEAM	NTS	NOT TO SCALE	TEMP STL	TEMPERATURE STEEL				
		GR	GRADE	NF	NUMBER	T & B	TOP AND BOTTOM				
DL	DEAD LOAD					TO OR T/	TOP OF				
D	DEPTH	HDR	HEADER			TFE	TOP OF FOOTING ELEVATION				
DBA	DEFORMED BAR ANCHOR	HK	HOOK	OC	ON CENTER	TSE	TOP OF STEEL ELEVATION				
DET	DETAIL	HS	HIGH STRENGTH	OPNG	OPENING	TL	TOTAL LOAD				
DIAG	DIAGONAL	HSS	HOLLOW STRUCTURAL SECTION	OPP	OPPOSITE	TRANS	TRANSVERSE				
DIA	DIAMETER	HT	HEIGHT	OD	OUTSIDE DIAMETER	TOS	TOP OF SLAB ELEVATION				
DNM	DIMENSION	HORIZ	HORIZONTAL	OF	OUTSIDE FACE	TYP	TYPICAL				
DWLS	DOWELS			OH	OVERHEAD						
DN	DOWN	IN	INCH/INCHES			UNO	UNLESS NOTED OTHERWISE				
DWG	DRAWING	ID	INSIDE DIAMETER	PERP	PERPENDICULAR						
		IF	INSIDE FACE	PL	PLATE	VERT	VERTICAL				
		INT	INTERIOR	PT	POINT						
				PVC	POLYVINYL CHLORIDE	WND	WINDOW				
		JT	JOINT	PT	POST-TENSIONED	WT	WEIGHT				
		JBE	JOIST BEARING ELEVATION	PSF	POUNDS PER SQUARE FOOT	WWF	WELDED WIRE FABRIC				
		JH	JOIST HEADER	PSI	POUNDS PER SQUARE INCH	W	WIDTH				
				PC	PRECAST	W/	WITH				
				PROJ	PROJECTION	W/O	WITHOUT				
						WP	WORK POINT				

CONCRETE REINFORCEMENT TENSION DEVELOPMENT AND LAP SPICE LENGTHS									
BAR SIZE	LAP SPICE CLASS	CONCRETE COVER = 0.75"		CONCRETE COVER = 1.00"		CONCRETE COVER = 1.50"		CONCRETE COVER ≥ 2.00"	
		TOP	OTHER	TOP	OTHER	TOP	OTHER	TOP	OTHER
#3	A	12	12	12	12	12	12	12	12
	B	16	16	16	16	16	16	16	16
#4	A	19	15	15	12	15	12	15	12
	B	24	19	20	16	20	16	20	16
#5	A	28	21	22	17	19	15	19	15
	B	36	28	29	22	24	19	24	19
#6	A	37	29	31	24	22	17	22	17
	B	48	37	40	31	29	22	29	22
#7	A	60	46	50	38	37	28	33	25
	B	78	60	64	50	48	37	42	33
#8	A	74	57	62	48	47	36	37	29
	B	96	74	80	62	80	47	48	37
#9	A	90	69	76	58	57	44	46	36
	B	117	90	98	76	74	57	60	46
#10	A	108	83	92	70	70	54	57	44
	B	140	108	119	92	91	70	74	57
#11	A	127	98	108	83	84	64	68	53
	B	165	127	141	108	109	84	89	68

- NOTES:
- TABULATED VALUES ARE BASED ON GRADE 60 UNCOATED REINFORCING BARS AND 4000 PSI NORMAL WEIGHT CONCRETE. LENGTHS ARE IN INCHES.
 - TENSION DEVELOPMENT LENGTH AND LAP SPICE LENGTHS ARE CALCULATED PER ACI 318-11, SECTIONS 12.2.3 AND 12.15.
 - TENSION DEVELOPMENT LENGTH = 1.0 x CLASS A LAP SPICE
 - FOR 3000 PSI AND 5000 PSI CONCRETE, MULTIPLY THE TABULATED VALUES BY 1.16 AND 0.90 RESPECTIVELY. (MIN LAP SPICE LENGTH SHALL NOT BE LESS THAN 12 INCHES.
 - BAR c. - c. SPACING WAS ASSUMED TO BE GREATER THAN TWICE THE CONCRETE COVER PLUS ONE BAR DIAMETER.
 - TOP BARS ARE DEFINED AS HORIZONTAL BARS WITH MORE THAN 12 INCHES OF CONCRETE CAST BELOW THE BARS.
 - FOR LIGHTWEIGHT AGGREGATE CONCRETE, MULTIPLY THE TABULATED VALUES BY 1.3.
 - FOR EPOXY COATED REBAR, MULTIPLY THE TABULATED VALUES BY 1.2.
 - FOR LAP SPICE LENGTHS IN MASONRY SEE MASONRY NOTES.
 - COVER IS CLEAR DISTANCE FROM THE CONCRETE SURFACE TO OUTERMOST SURFACE OF REINFORCING.

CONCRETE PROTECTION FOR REINFORCEMENT			
EXPOSURE	STRUCTURAL ELEMENTS	BAR SIZE	CLEAR COVER
CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH	ALL	ALL	3"
CONCRETE EXPOSED TO EARTH OR WEATHER	ALL	NO. 6 THRU NO. 18 BARS NO. 5 BAR, W31 OR D31 WIRE AND SMALLER	2" 1 1/2"
CONCRETE NOT EXPOSED TO WEATHER OR IN CONTACT WITH GROUND	SLABS, WALLS, JOISTS BEAMS, COLUMNS	NO. 14 AND NO. 18 BARS NO. 11 BAR AND SMALLER PRIMARY REINFORCEMENT, TIES, STIRRUPS, SPIRALS	1 1/2" 3/4" 1 1/2"

PRELIMINARY
FOR CONSTRUCTION

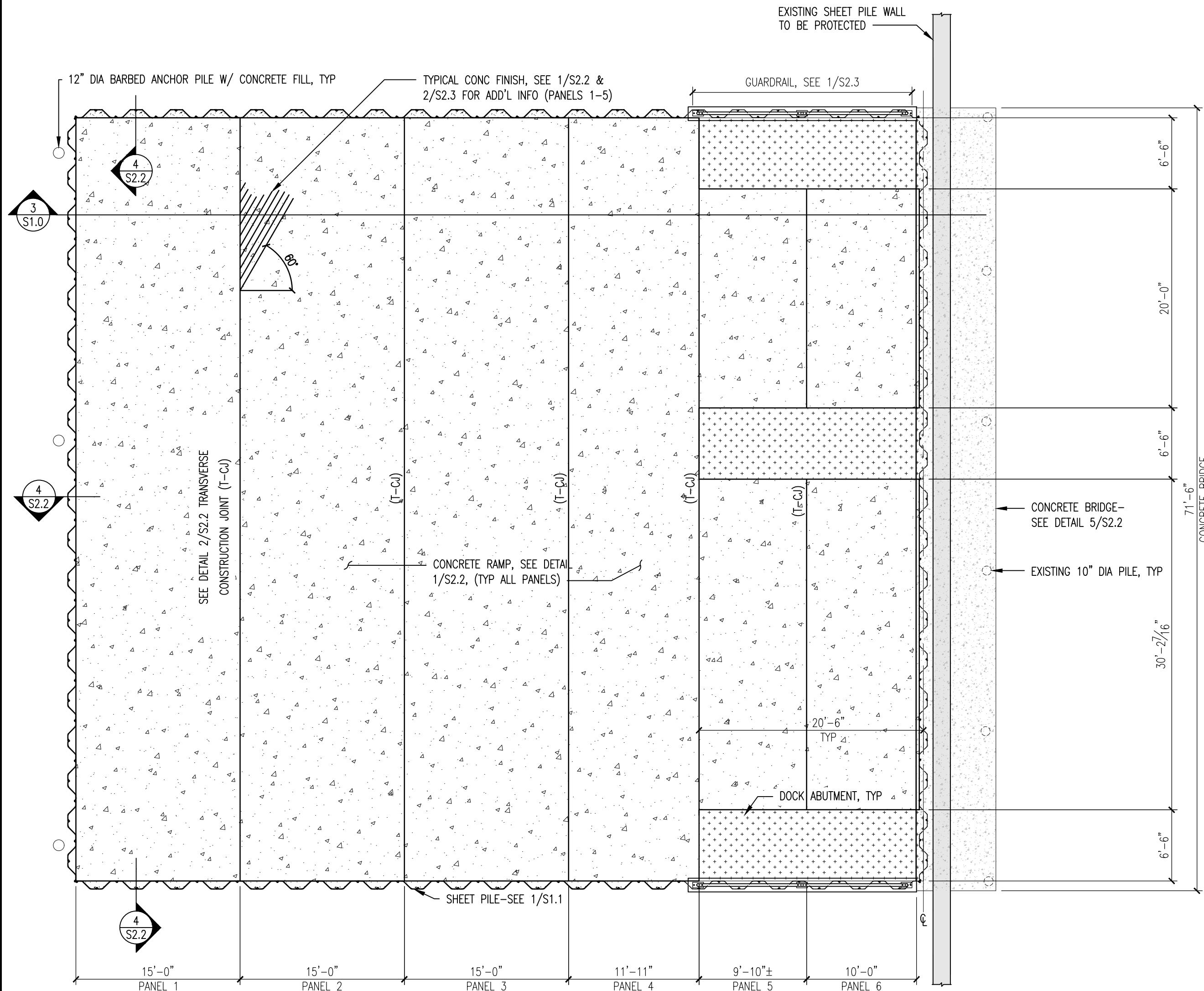
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		12/15/20	B						

KREHER PARK REDEVELOPMENT
PHASE 2 - BOAT LAUNCH
ELLIS AVENUE NORTH
ASHLAND, WISCONSIN

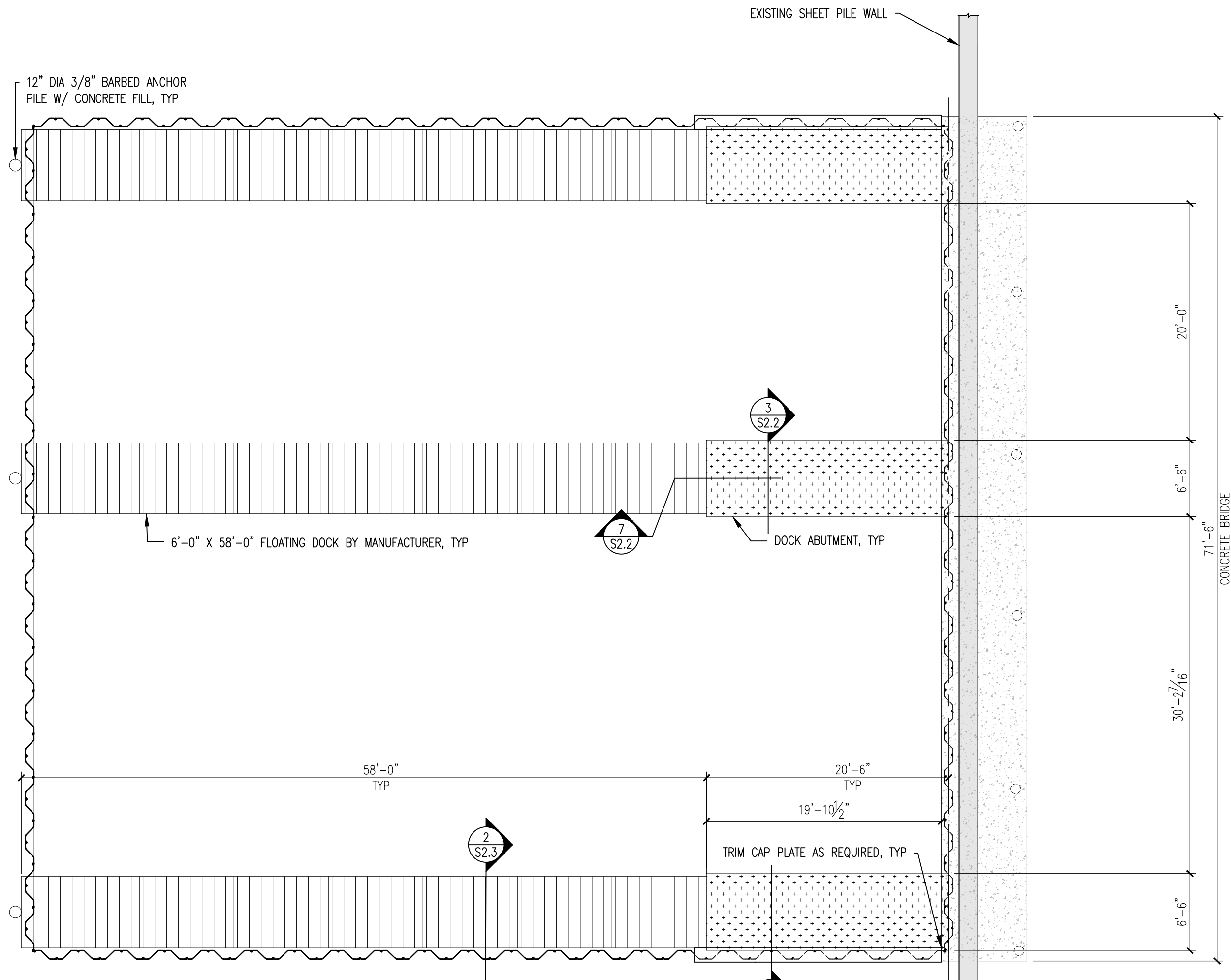
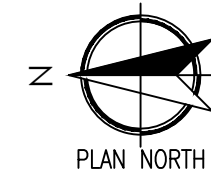
GENERAL STRUCTURAL NOTES

JOB No: 181192
DATE:
DRAWN BY: SAJ
DESIGNED BY: CAD

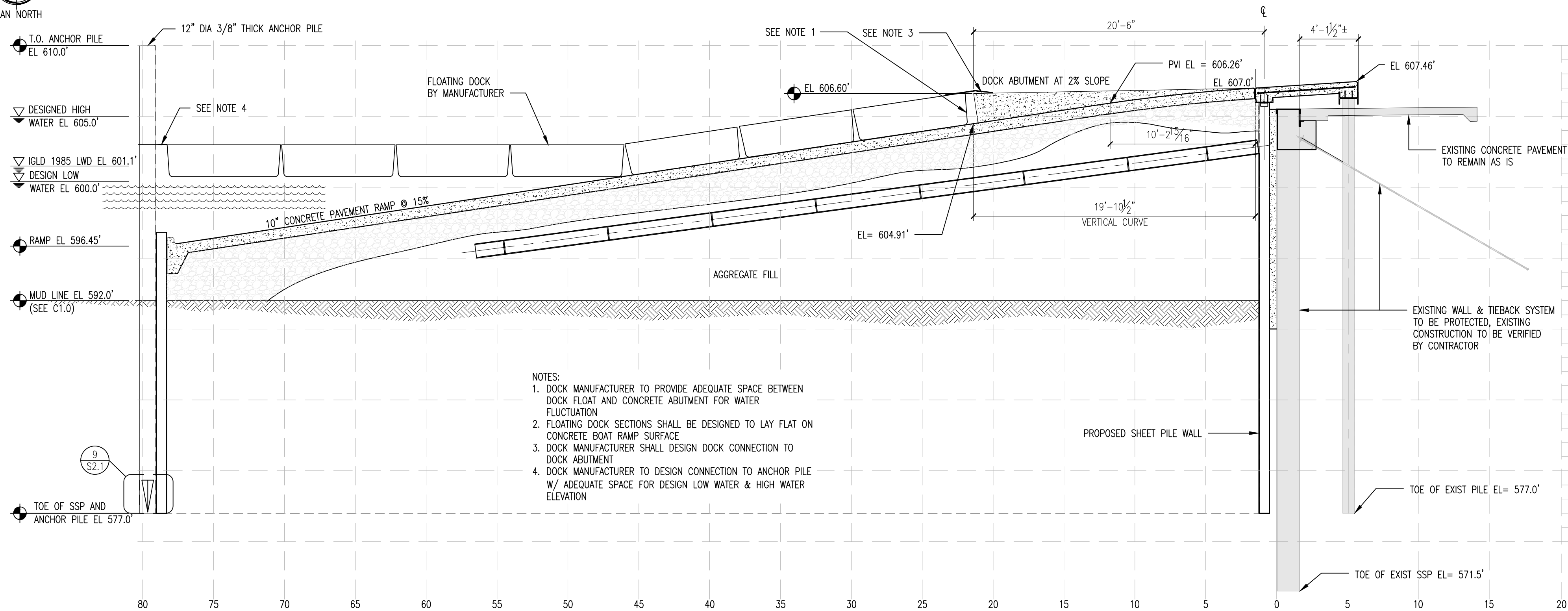
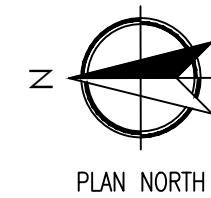
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1 BOAT LAUNCH RAMP PLAN
SCALE: 1/8" = 1'-0"
1. EXISTING SSP TIEBACK SYSTEM NOT SHOWN FOR CLARITY.
2. CONTRACTOR IS RESPONSIBLE FOR PROTECTING EXISTING STRUCTURES.



2 FLOATING DOCK & GANGWAY PLAN
SCALE: 1/8" = 1'-0"
1. EXISTING SSP TIEBACK SYSTEM NOT SHOWN FOR CLARITY.
2. CONTRACTOR IS RESPONSIBLE FOR PROTECTING EXISTING STRUCTURES.



- NOTES:
- DOCK MANUFACTURER TO PROVIDE ADEQUATE SPACE BETWEEN DOCK FLOAT AND CONCRETE ABUTMENT FOR WATER FLUCTUATION
 - FLOATING DOCK SECTIONS SHALL BE DESIGNED TO LAY FLAT ON CONCRETE BOAT RAMP SURFACE
 - DOCK MANUFACTURER SHALL DESIGN DOCK CONNECTION TO DOCK ABUTMENT
 - DOCK MANUFACTURER TO DESIGN CONNECTION TO ANCHOR PILE W/ ADEQUATE SPACE FOR DESIGN LOW WATER & HIGH WATER ELEVATION

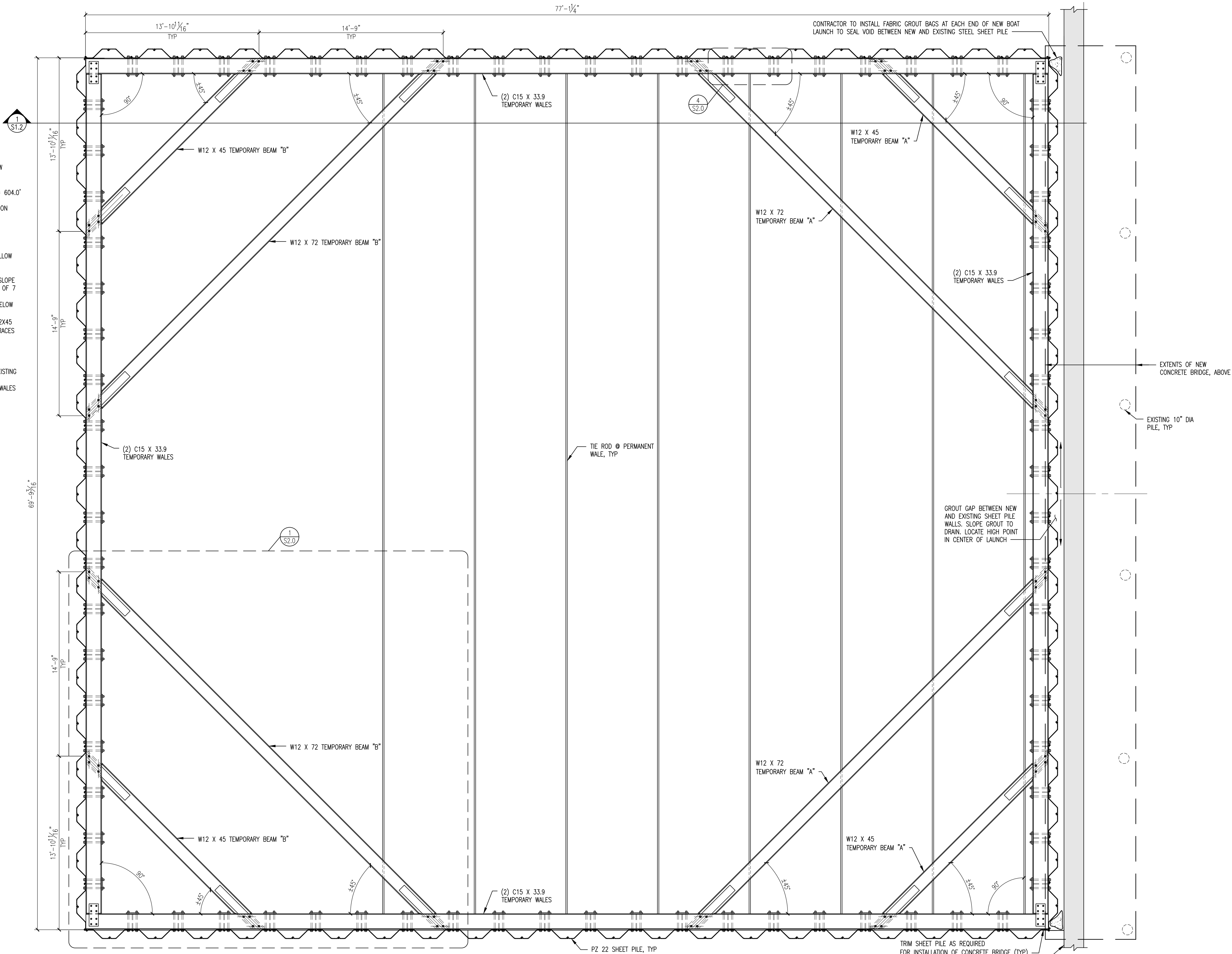
3 BOAT LAUNCH PROFILE VIEW
SCALE: 3/16" = 1'-0"

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3	AM	ISSUED FOR OWNER REVIEW
4	AM	ISSUED FOR OWNER REVIEW

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CONSTRUCTION SEQUENCE

1. DRIVE ALL SHEET PILING TO DESIGNED DEPTHS
2. DEWATER INSIDE SHEET PILE, IF NECESSARY, TO A MAXIMUM OF 2.25 FT BELOW EXISTING WATER ELEVATION
3. INSTALL TEMPORARY C15X33.9 WALES @ EL = 604.0'
4. INSTALL TEMPORARY W12X72 AND W12X45 "A" AND "B" BEAM BRACES @ EL = 604.0'
5. DEWATER INSIDE SHEET PILE BOX
6. PREPARE FOUNDATION IN ACCORDANCE WITH WISDOT CONSTRUCTION SPECIFICATION SECTION 206 AND SECTION 211
7. PLACE COMPACTED AGGREGATE FILL BASE TO 1'-6" BELOW CENTERLINE OF PERMANENT W12X45 WALE
8. INSTALL PERMANENT W12X45 WALE
9. INSTALL TIE-RODS
10. INSTALL FABRIC GROUT BAGS TO SEAL VOID BETWEEN NEW & EXISTING SSP. ALLOW GROUT IN FABRIC BAGS TO CURE A MINIMUM OF SEVEN (7) DAYS PRIOR TO PLACEMENT OF GROUT INTO VOID.
11. GROUT GAP BETWEEN NEW AND EXISTING SHEET PILE WALLS WITH CONCRETE. SLOPE GROUT TO PROVIDE PROPER DRAINAGE. ALLOW CONCRETE TO CURE A MINIMUM OF 7 DAYS.
12. PLACE COMPACTED AGGREGATE FILL AND BASE COURSE TO REQ'D ELEVATION BELOW CONC PANELS OR 2.25' BELOW TEMPORARY WALE.
13. REMOVE TWO TEMPORARY W12X72 "A" BEAM BRACES AND TWO TEMPORARY W12X45 "A" BEAM BRACES. (FOUR TOTAL BEAM BRACES) DO NOT REMOVE "B" BEAM BRACES UNTIL AFTER DEWATERING.
14. PLACE CONCRETE FOR PANELS 1 THRU 3. SEE 1/S1.0 PANEL LOCATIONS
15. FINISH CONCRETE IN ACCORDANCE WITH DETAIL 1/S2.2 & 2/S2.3
16. ALLOW CONCRETE TO CURE A MINIMUM OF 7 DAYS
17. ALLOW WATER TO FILL DEWATERED AREA TO A MAXIMUM OF 2.25 FT BELOW EXISTING WATER ELEVATION
18. REMOVE REMAINING TEMPORARY "B" BEAM BRACES AND TEMPORARY C15X33.9 WALES
19. WELD 3/8" STEEL PLATES OVER HOLES IN SSP FOR TEMPORARY WALE SYSTEM
20. PLACE REMAINDER OF COMPACTED AGGREGATE FILL & BASE COURSE TO REQ'D ELEVATION BELOW CONCRETE PANELS
21. PLACE CONCRETE FOR ABUTMENTS
22. PLACE CONCRETE PANELS 4 THRU 6
23. FINISH CONCRETE SURFACE IN ACCORDANCE W/ DETAIL 1/S2.2 & 2/S2.3
24. CUT SHEET PILE TO DESIGN ELEVATION AS INDICATED IN THE PLANS



1 BOAT LAUNCH SHEET PILE PLAN

- SCALE: 1/4" = 1'-0"
1. EXISTING SSP TIEBACK SYSTEM NOT SHOWN FOR CLARITY. CONTRACTOR IS RESPONSIBLE FOR PROTECTING EXISTING STRUCTURES

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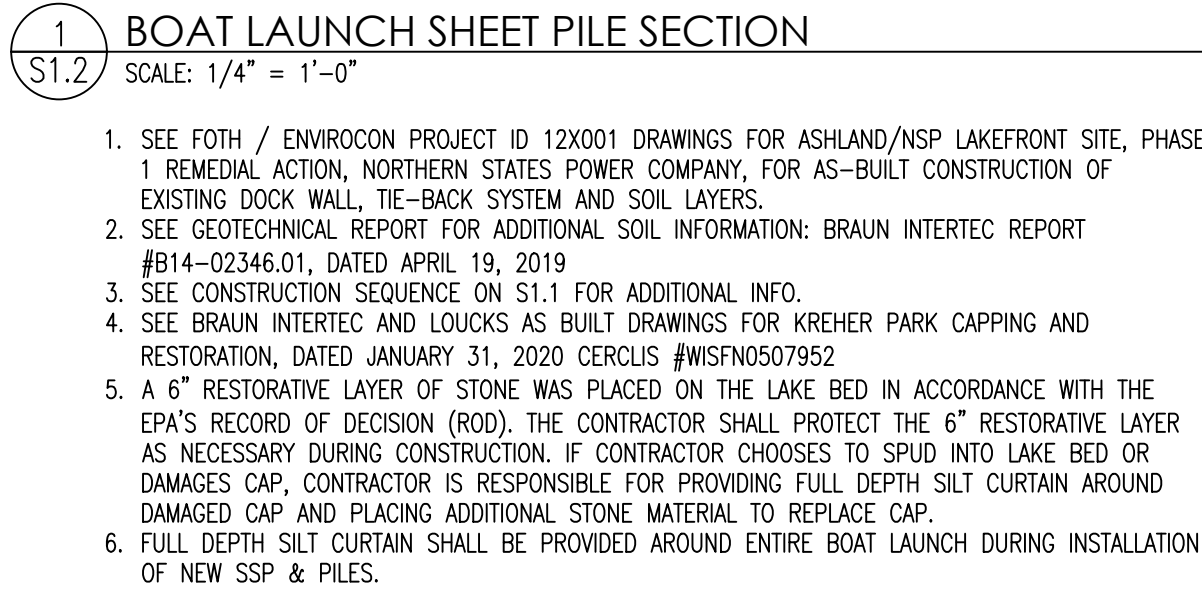
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C		ISSUED FOR OWNER REVIEW
D		ISSUED FOR OWNER REVIEW

KREHER PARK REDEVELOPMENT
PHASE 2 - BOAT LAUNCH
ELLIS AVENUE NORTH
ASHLAND, WISCONSIN

BOAT LAUNCH SHEET PILE PLAN

JOB No: 181192
DATE:
DRAWN BY: PJB
DESIGNED BY: KKM

SHEET:
S1.1



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DATE:	REV:	DESCRIPTION	REV. BY:
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4/13/20	C	ISSUED FOR OWNER REVIEW	
12/15/20	D	ISSUED FOR OWNER REVIEW	

KREHER PARK REDEVELOPMENT
PHASE 2 - BOAT LAUNCH
ELLIS AVENUE NORTH
ASHLAND, WISCONSIN

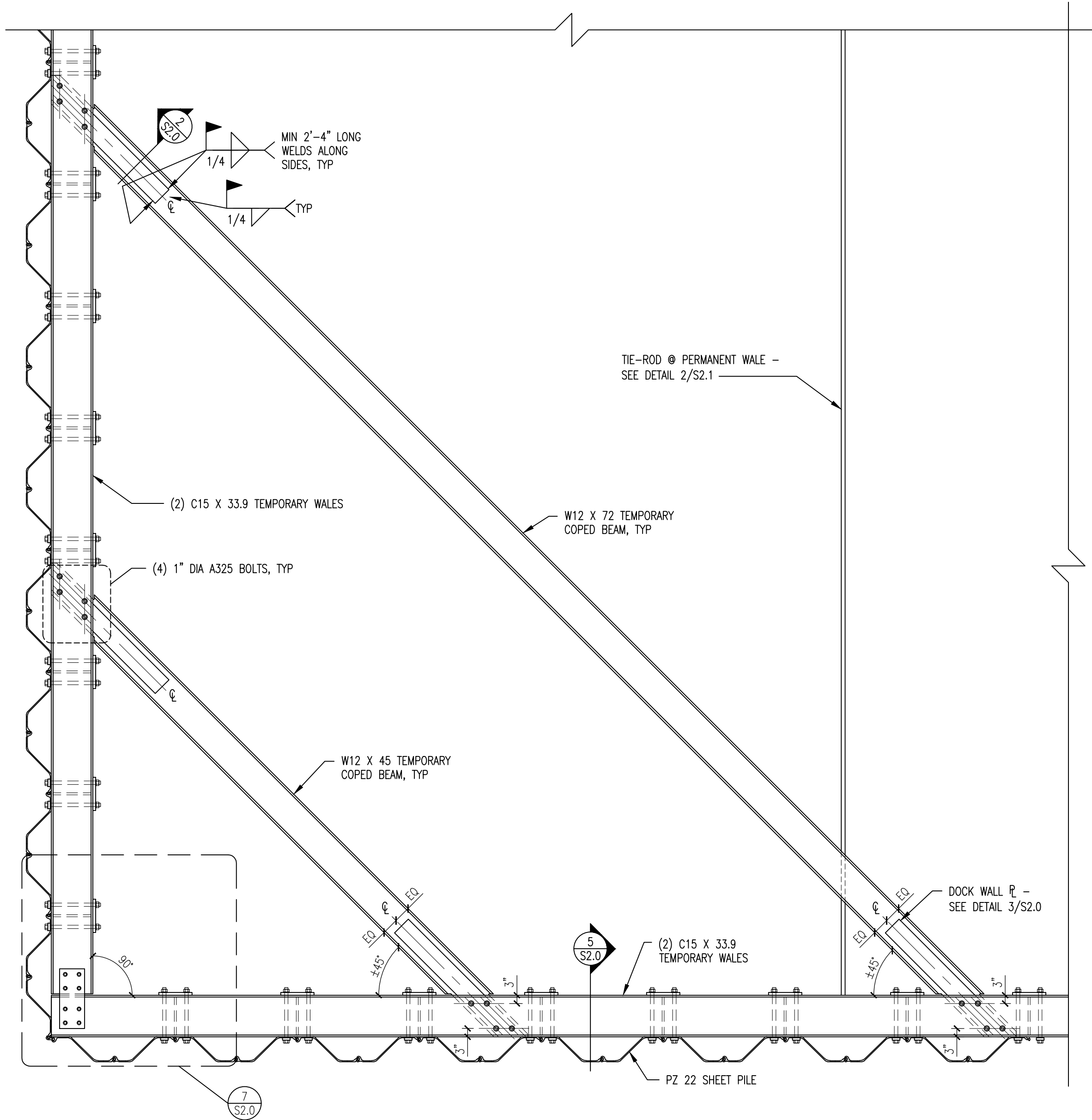
BOAT LAUNCH SECTIONS

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DESIGNED BY: KKM

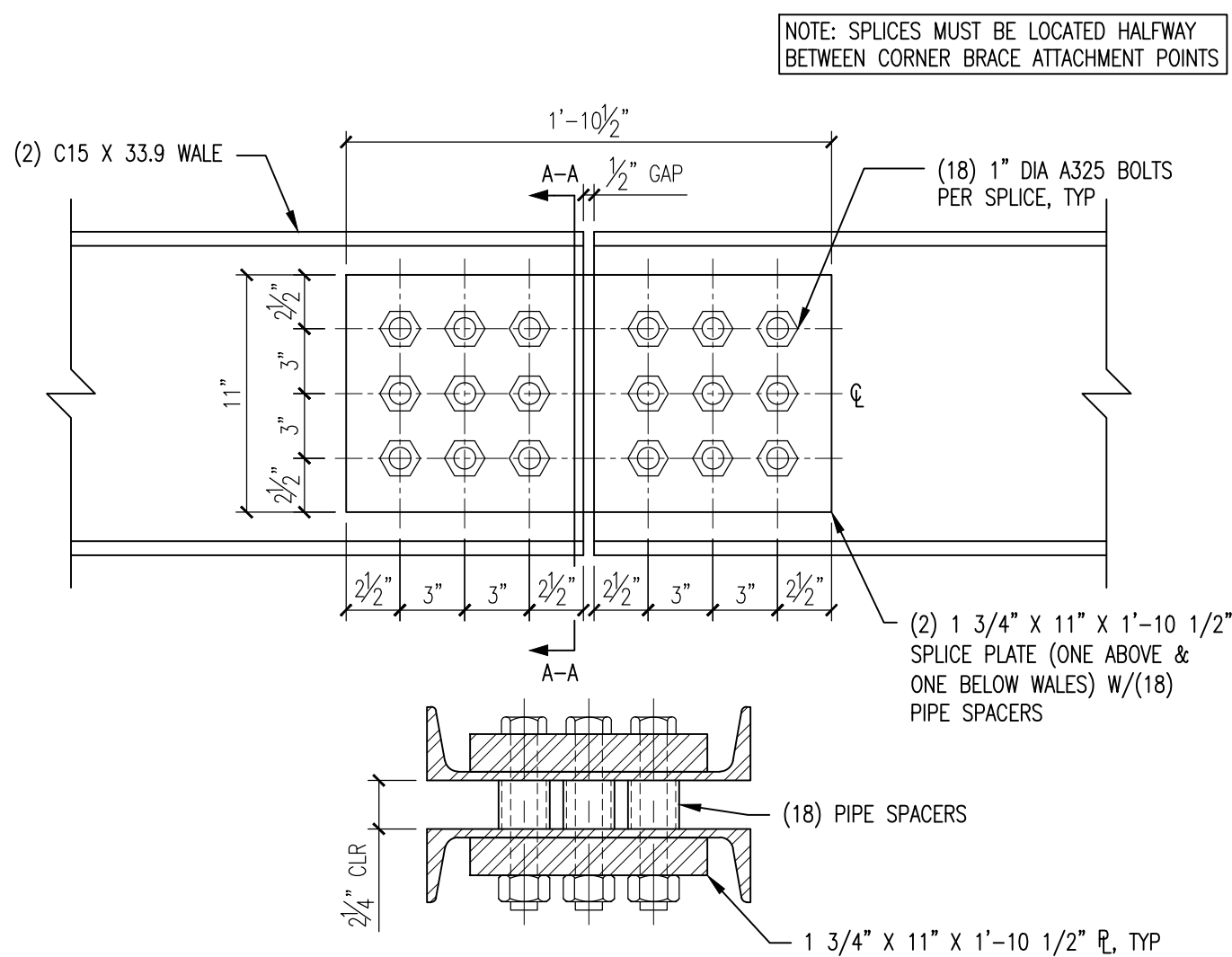
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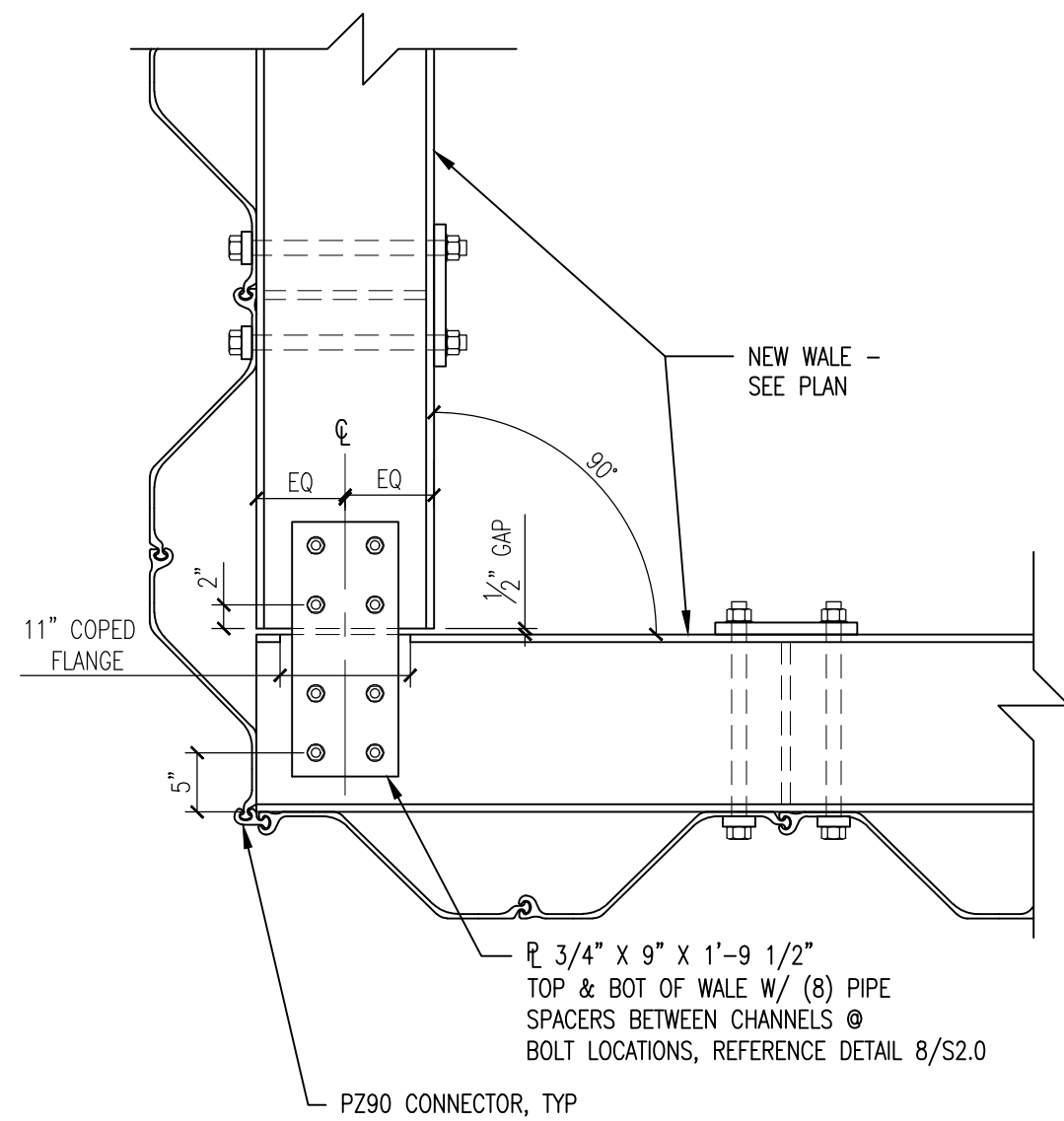
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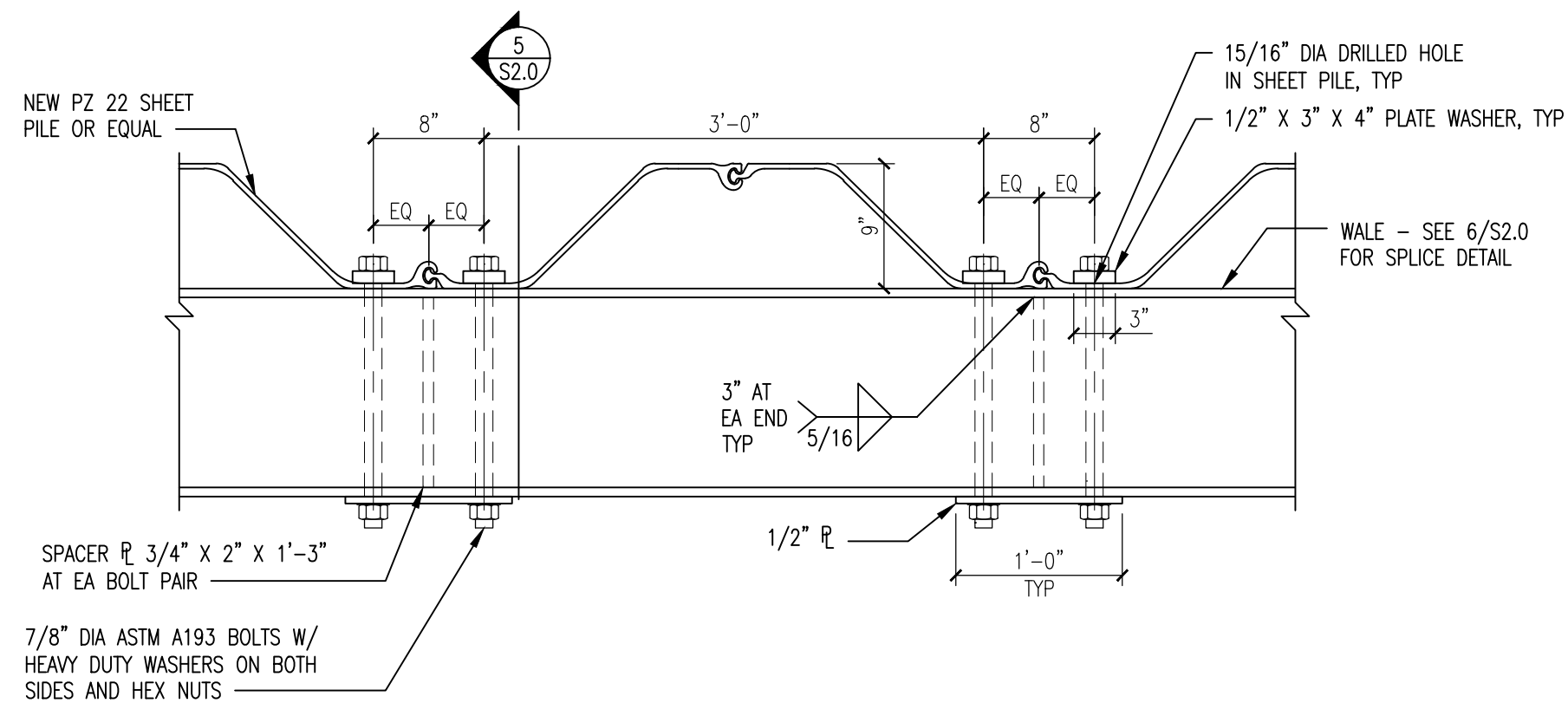
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S2.0
TEMPORARY BRACING DETAIL
SCALE: 3/8" = 1'-0"



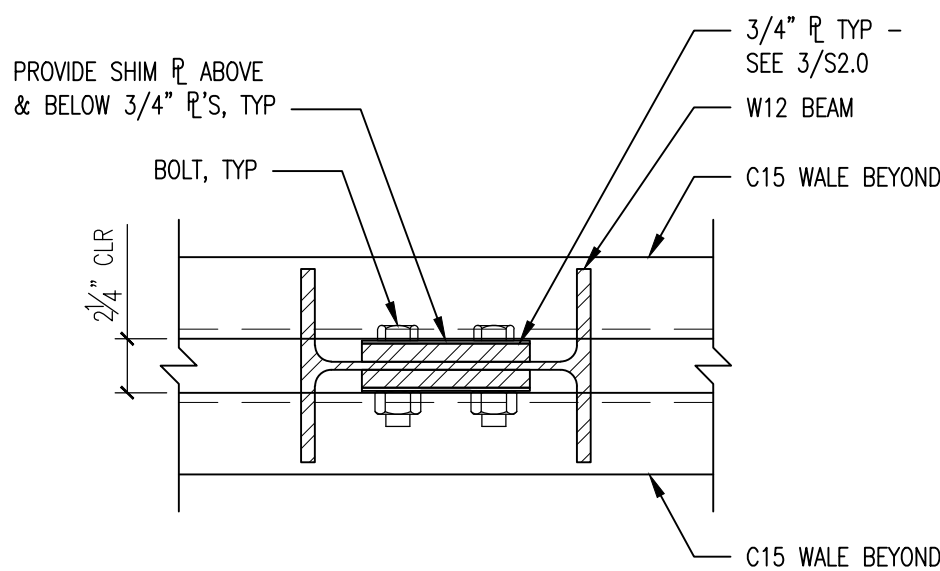
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S2.0
C15 X 33.9 WALE SPLICE DETAIL
SCALE: 1-1/2" = 1'-0"



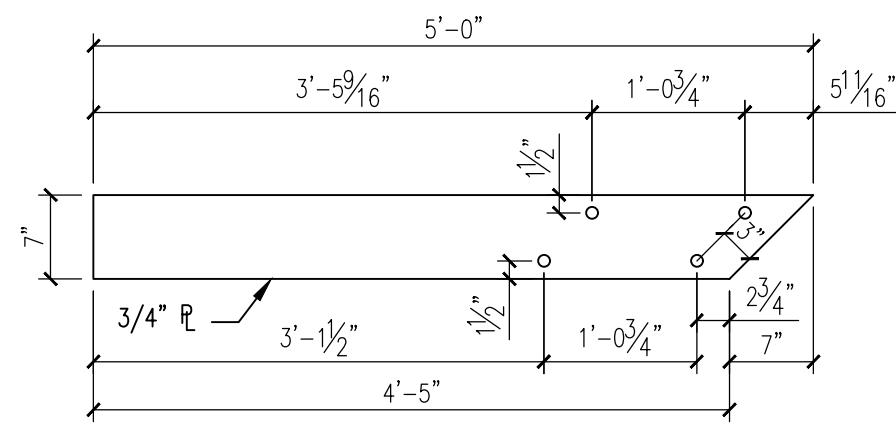
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DOCK WALL CORNER DETAIL
SCALE: 3/4" = 1'-0"



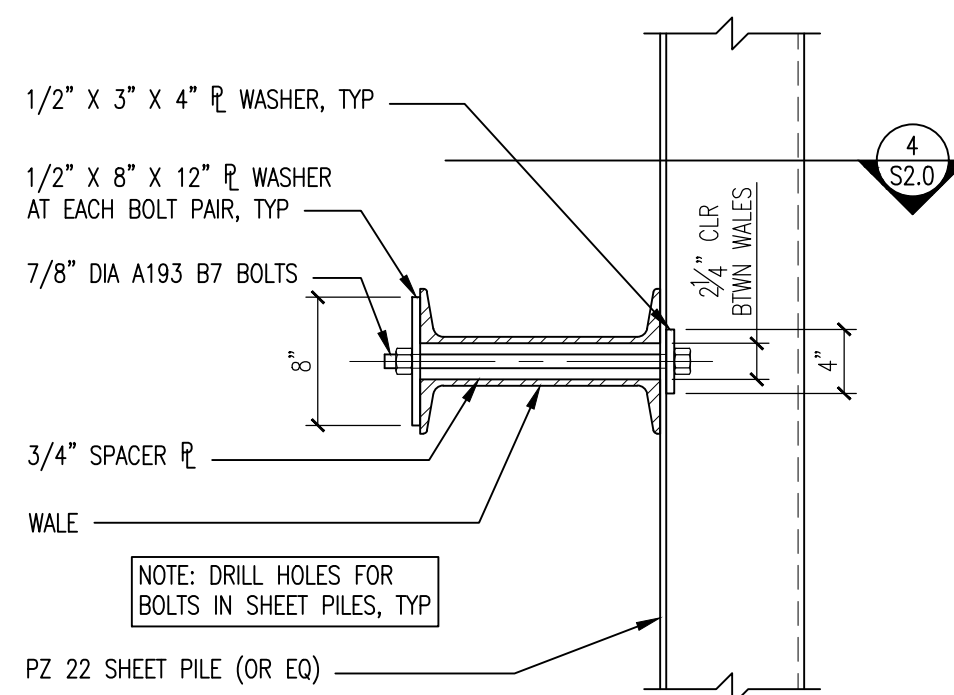
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TYP WALE TO SHEET PILE BOLTING PLAN
SCALE: 1" = 1'-0"



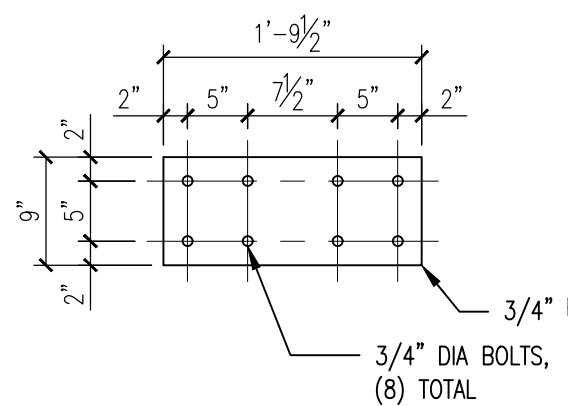
2
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BRACING BEAM SUPPORT DETAIL
SCALE: 1-1/2" = 1'-0"



3
S2.0
BRACING BEAM PLATE DETAIL
SCALE: 3/4" = 1'-0"



5
S2.0
TYP WALE / BOLT DETAIL
SCALE: 1" = 1'-0"



8
S2.0
DOCK WALL CORNER PLATE DETAIL
SCALE: 3/4" = 1'-0"

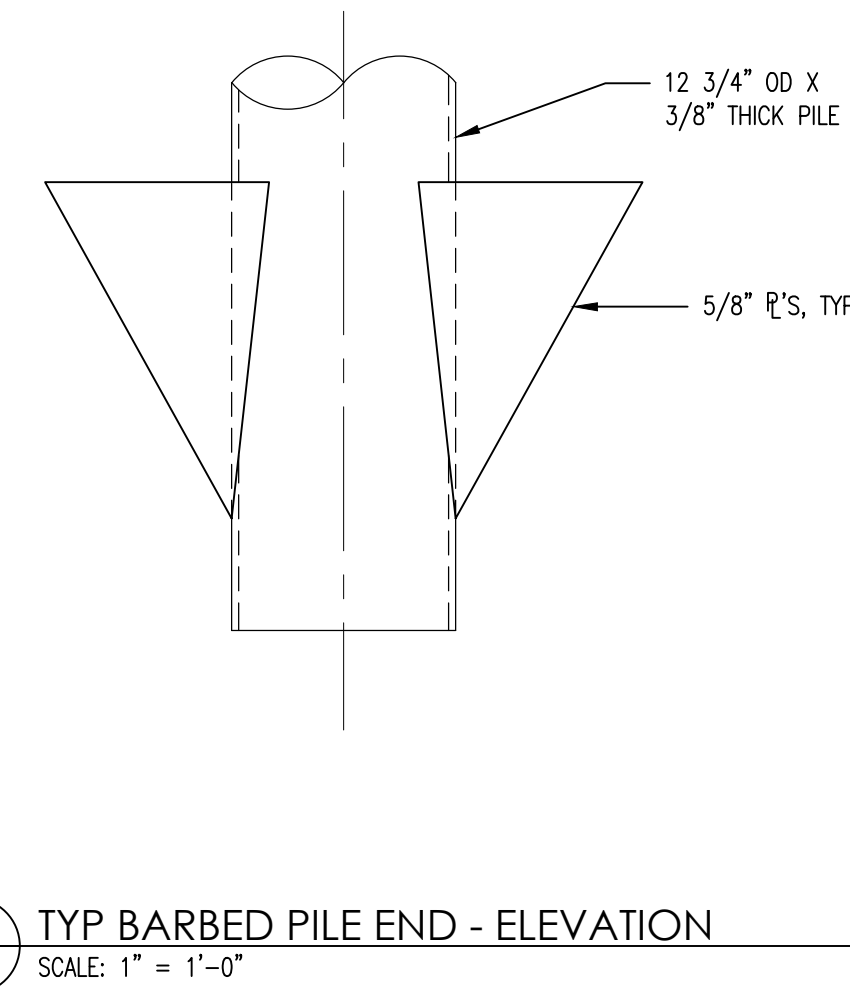
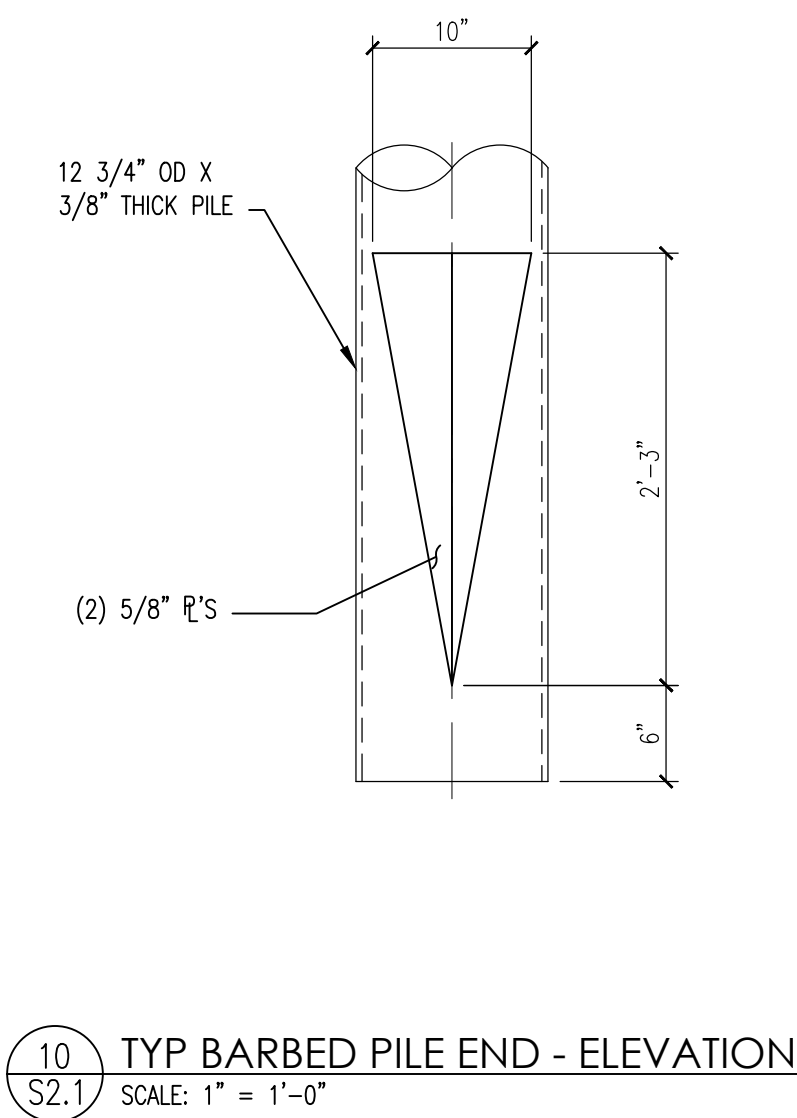
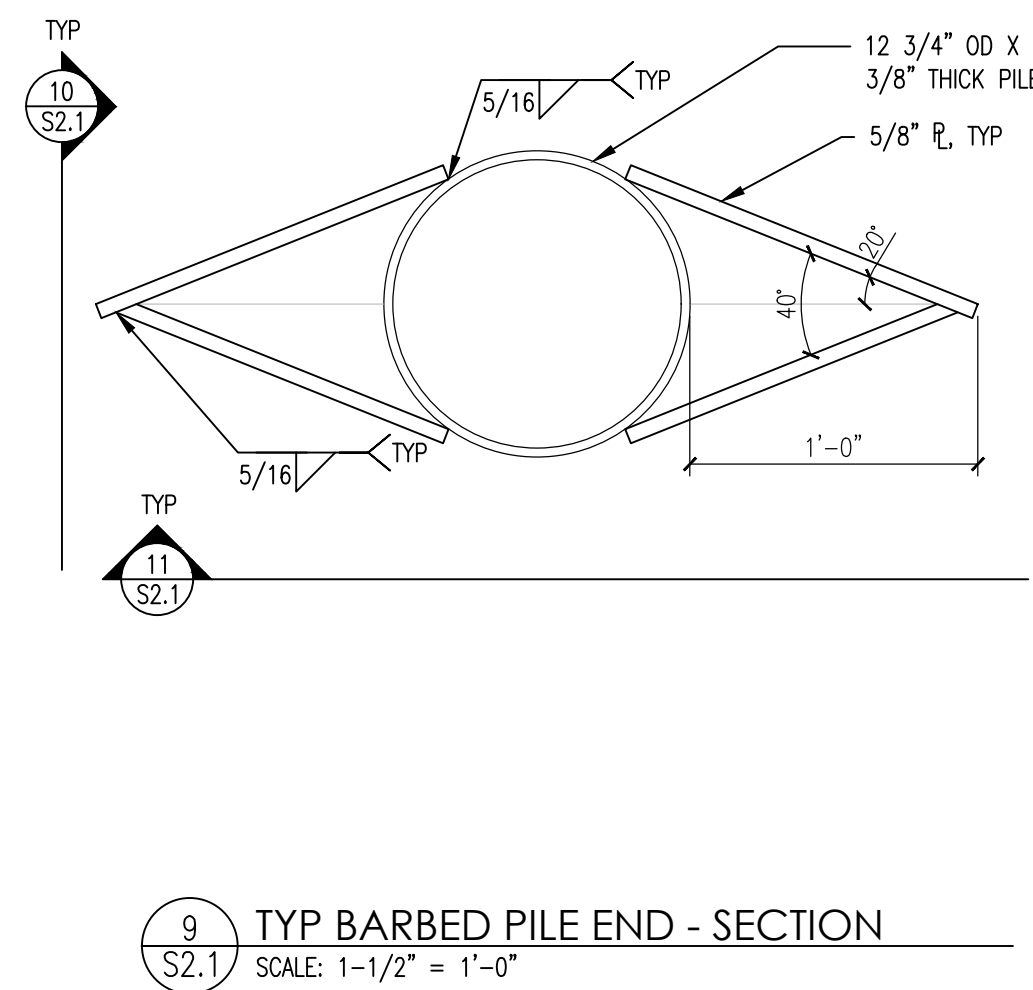
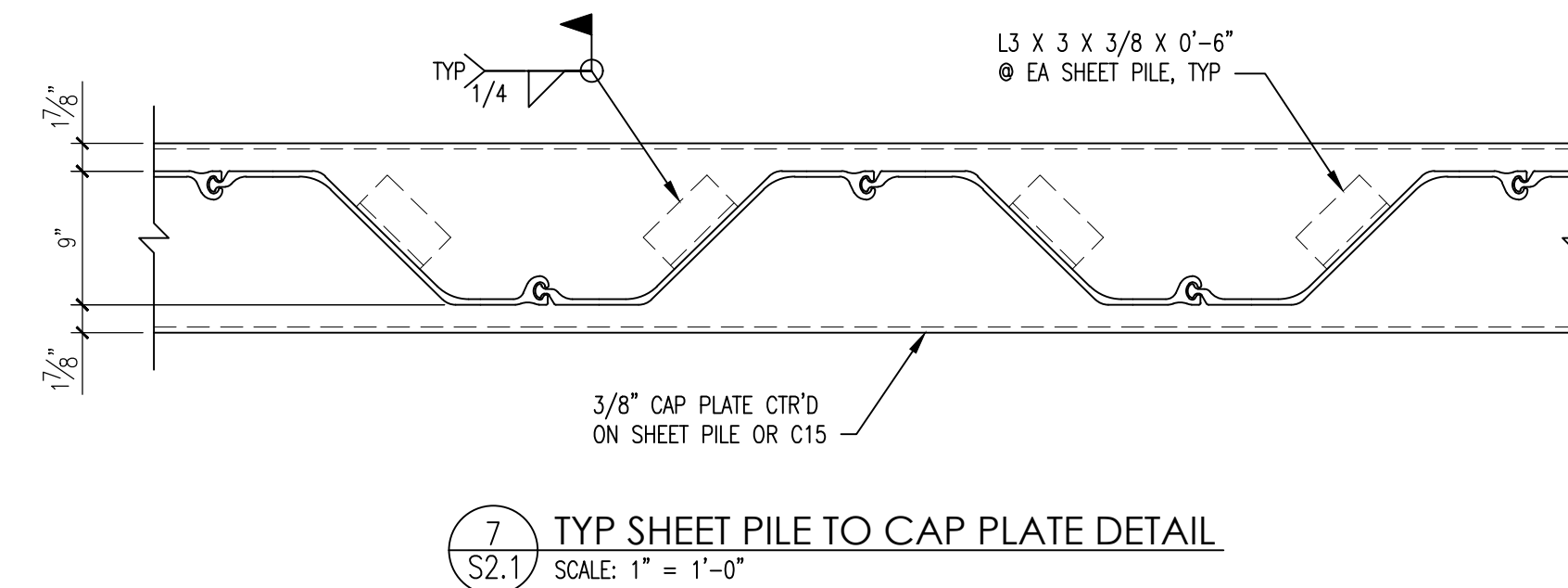
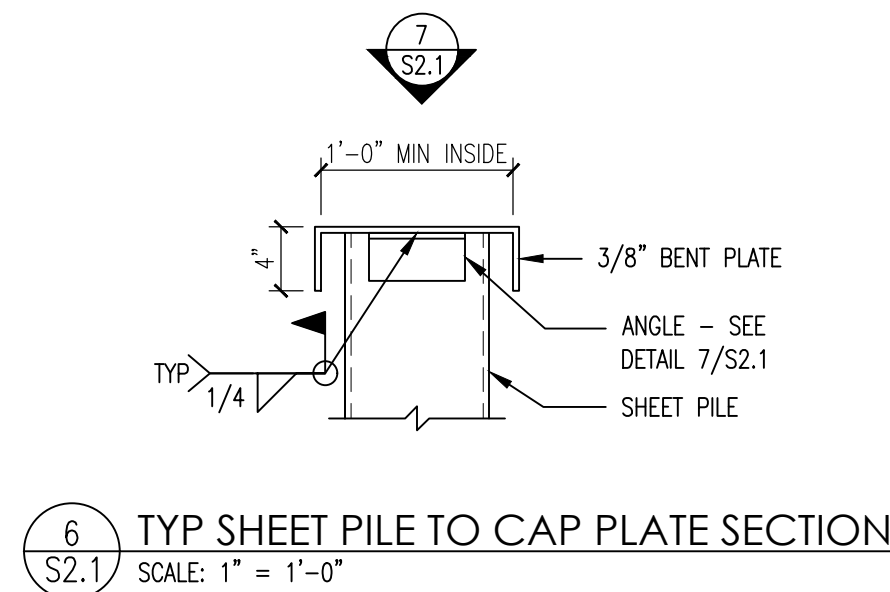
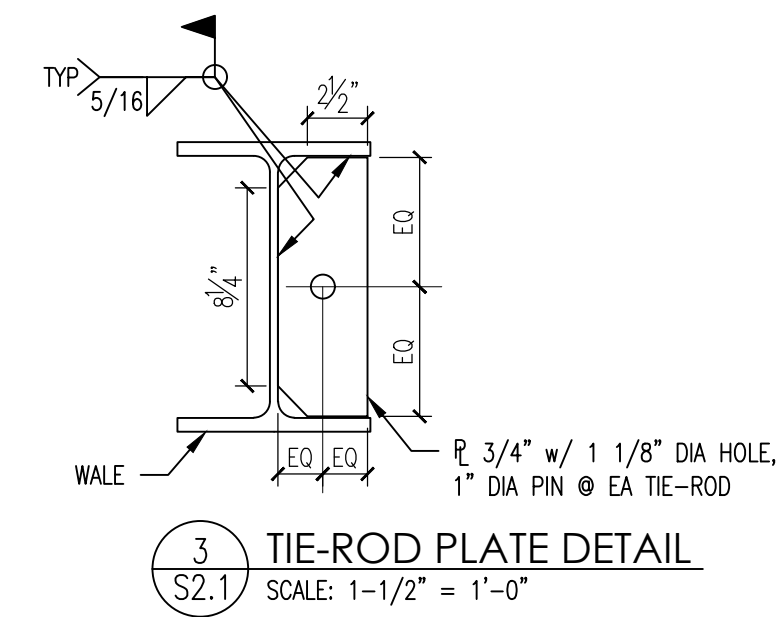
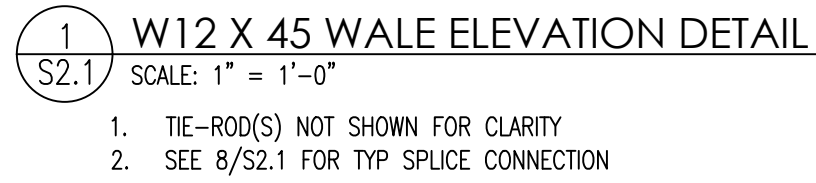
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C	ISSUED FOR OWNER REVIEW	
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KREHER PARK REDEVELOPMENT
PHASE 2 - BOAT LAUNCH
ELLIS AVENUE NORTH
ASHLAND, WISCONSIN

JOB No: 181192
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DRAWN BY: KKM
DESIGNED BY:

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KREHER PARK REDEVELOPMENT
PHASE 2 - BOAT LAUNCH
ELLIS AVENUE NORTH
ASHLAND, WISCONSIN

BOAT LAUNCH DETAILS

JOB No: 181192
DATE:
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DESIGNED BY: KKM

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**CONCRETE RAMP GROOVES
AND REINFORCING DETAIL**

2
S2.2

TYP TRANSVERSE CONSTRUCTION JOINT

SCALE: 1" = 1'-0"

3 CONCRETE PIER SECTION
S2.2 SCALE: 1" = 1'-0"

4 CONCRETE RAMP UNDERWATER END & SIDE
S2.2 SCALE: 1" = 1'-0"

5 CONCRETE BRIDGE DETAIL
S2.2 SCALE: 1" = 1'-0"

6 STEEL PILE PLATE DETAIL
S2.2 SCALE: 1" = 1'-0"

7
S2.2

CONC ABUTMENT DETAIL

SCALE: 3/4" = 1'-0"

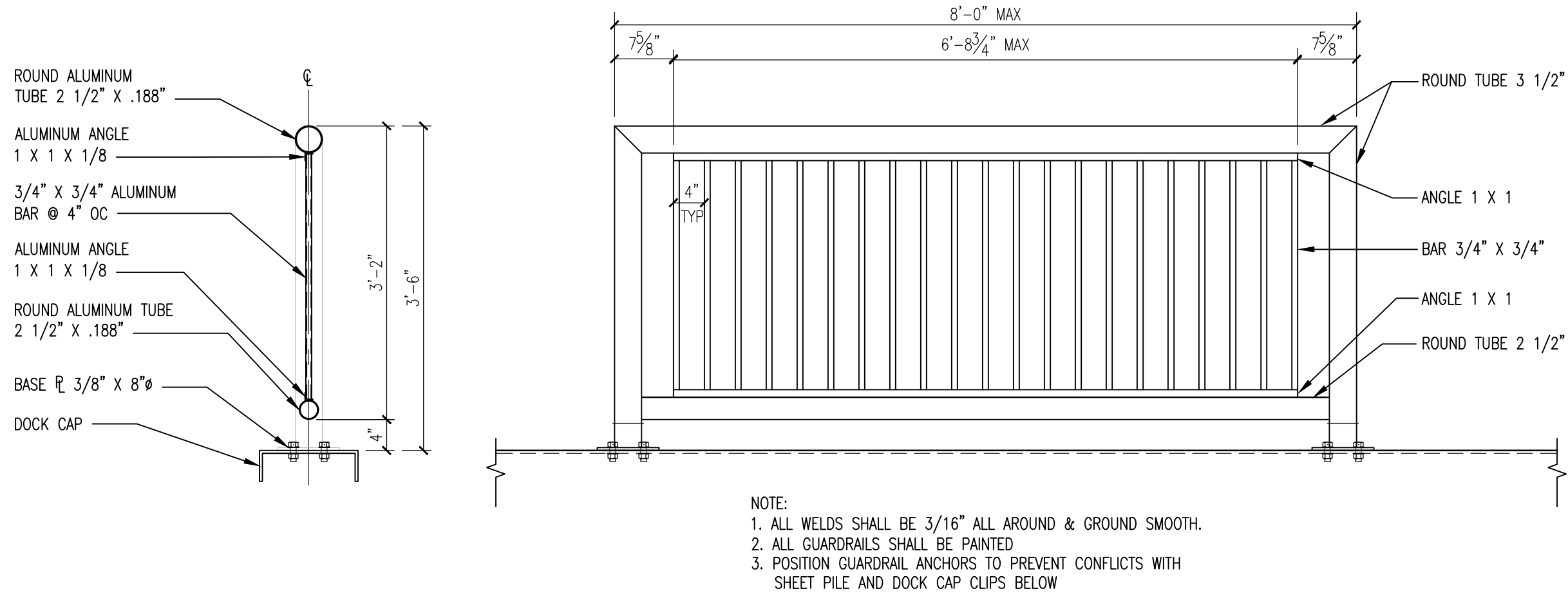
8 DOCK ABUTMENT DETAIL
S2.2 SCALE: 1" = 1'-0"
 1. GUARDRAIL NOT SHOWN FOR CLARITY

9
S2.2

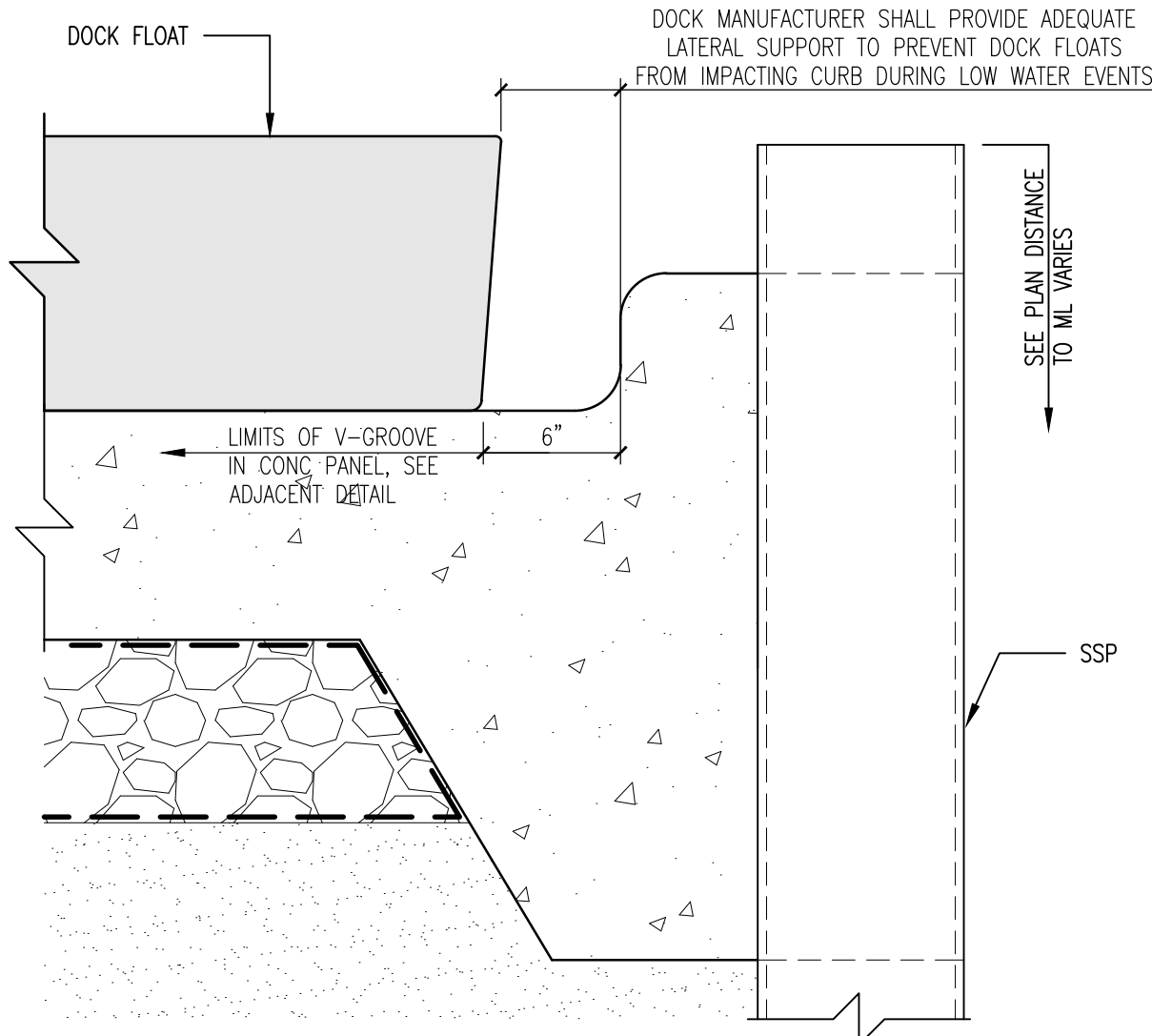
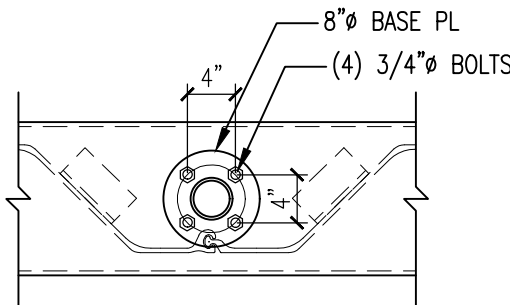
CONC REINF DETAIL

SCALE: 3/4" = 1'-0"

KREHER PARK REDEVELOPMENT PHASE 2 - BOAT LAUNCH ELLIS AVENUE NORTH ASHLAND, WISCONSIN	CONCRETE DETAILS
	JOB No: 181192 DATE: DRAWN BY: PJB DESIGNED BY: KKM



1
S2.3 TYP GUARDRAIL DETAILS
SCALE: 3/4" = 1'-0"



2
S2.3 CONCRETE PANEL DETAIL
SCALE: 1 1/2" = 1'-0"
1. CONCRETE REINFORCING NOT SHOWN FOR CLARITY

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KREHER PARK REDEVELOPMENT
PHASE 2 - BOAT LAUNCH
ELLIS AVENUE NORTH
ASHLAND, WISCONSIN

BOAT LAUNCH DETAILS

JOB No: 181192
DATE:
DRAWN BY: PJB
DESIGNED BY: KKM

SHEET:
S2.3

PROJECT MANUAL
for the
KREHER PARK REDEVELOPMENT – PHASE 2 – BOAT LAUNCH PROJECT
CITY OF ASHLAND, WISCONSIN

Owners Representatives:

Sara Hudson, City of Ashland Parks & Recreation

Prepared by:

AMI Consulting Engineers, P.A.
91 Main Street
Superior, WI 54880

Issued for Bid: XXX XX, XXX



SECTION 00 80 00
SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1— Definitions and Terminology.....	1
Article 2— Preliminary Matters	1
Article 3— Contract Documents: Intent, Requirements, Reuse.....	2
Article 4— Commencement and Progress of the Work	2
Article 5— Site, Subsurface and Physical Conditions, Hazardous Environmental Conditions.....	2
Article 6— Bonds and Insurance	3
Article 7— Contractor’s Responsibilities	6
Article 8— Other Work at the Site.....	6
Article 9— Owner’s Responsibilities	7
Article 10— Engineer’s Status During Construction	7
Article 11— Changes to the Contract	8
Article 12— Claims.....	9
Article 13— Cost of Work; Allowances, Unit Price Work.....	9
Article 14— Tests and Inspections; Correction, Removal, or Acceptance of Defective Work.....	10
Article 15— Payments to Contractor, Set Offs; Completions; Correction Period	10
Article 16— Suspension of Work and Termination	11
Article 17— Final Resolutions of Disputes.....	11

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

SC-1.01 Add the following definition following 1.01.A.22.

Extra Work- All work performed by the contractor, with approval of the engineer, that does not appear in the proposal or contract as a specific bid item accompanied by a unit price, and that is not included under the price bid for other bid items in the contract. Extra work may also consist of additions to, or changes in, design of contract bid items or portions of contract bid items, if additions are wholly disassociated from or outside the scope of work in the contract, and if the work caused by these additions or changes must be performed under conditions or in a manner materially different from the conditions and manner existent for contract bid items under the original scope of work.

SC-1.01 Add the following definition following 1.01.A.26.

Major and Minor Bid Item- A major bid item is a bid item whose total cost, determined by multiplying the bidding schedule quantity and the contract unit price, is equal to or greater than either 5 percent of the total amount of the original contract or \$400,000. Other bid items are minor bid items.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 Add the following sentence at the end of 2.01.A:

The Bonds shall not be dated prior to the Effective Date of the Agreement.

2.02 *Copies of Documents*

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor **[2]** printed copies of the Contract Documents (including one fully signed counterpart of the Agreement), and **[one copy]** in electronic portable document format (PDF).

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

No suggested Supplementary Conditions in this Article.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

No suggested Supplementary Conditions in this Article.

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.03 *Subsurface and Physical Conditions*

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data
Construction Completion Report Kreher Park Capping and Restoration	1-31-2020	Construction Material Testing Reports
Geotechnical Evaluation Report for Kreher Park Capping and Restoration	4-19-2019	Soil Borings

- F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
ASHLAND/NSP Lakefront Site	1-31-2020	Design Drawings

- G. Contractor may examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents at **Ashland City Hall (601 Main St W, Ashland, WI 54806)** during regular business hours, or may request copies from Engineer.

5.05 *Underground Facilities*

SC-5.05 Add the following paragraph after 5.05.A.5.:

1. Prior to beginning work and as needed during progression of the work the Contractor shall request an underground utility locate from Wisconsin Diggers Hotline, phone number 811 or 1-800-242-8511.

5.06 *Hazardous Environmental Conditions*

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

Report Title	Date of Report	Technical Data
Construction Completion Report Kreher Park Capping and Restoration	1-31-2020	Air quality testing

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely: **[If there are no such drawings, so indicate in the table]**

Drawings Title	Date of Drawings	Technical Data
ASHLAND/NSP LAKEFRONT SITE	1/31/2020	Plan view and details of remediation measures

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition).

6.02 *Insurance—General Provisions*

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

6.03 *Contractor's Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers'

compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Jones Act (if applicable)	
Bodily injury by accident—each accident	\$ Not applicable
Bodily injury by disease—aggregate	\$ Not applicable
Employer's Liability	
Each accident	\$500,000
Each employee	\$500,000
Policy limit	\$500,000
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	\$ Not applicable

- E. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
 2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- F. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. **Underground, explosion, and collapse coverage.**

5. Personal injury coverage.
 6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- G. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 4. Any exclusion of coverage relating to earth subsidence or movement.
 5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).
 6. Any limitation or exclusion based on the nature of Contractor's work.
 7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.
- H. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$1,000,000
Products—Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000

- I. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000

Automobile Liability	Policy limits of not less than:
Property Damage	
Each Accident	\$1,000,000
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000

- J. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$2,000,000
General Aggregate	\$2,000,000

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.03 Labor; Working Hours

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours are considered to be between 7AM - 5PM.
2. Owner's legal holidays are [New Year's Day (January 1), Good Friday (April), Memorial Day (May), Independence Day (July 4), Labor Day (September), Veterans Day (November), Thanksgiving and previous day (November), Christmas Eve and Christmas Day (December 24 & 25), and New Year's Eve Day (December 31).

If any of the aforementioned days fall on a Saturday or Sunday, the actual day off will be either the Friday before or Monday after. Contractor shall verify with the Owner.

7.05 "Or Equals"

SC-7.05 Add the following sentence at the end of paragraph 7.05.A.:

Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, followed by the word "only", the specification or description is intended to allow no Substitutes and "Or Equals".

ARTICLE 8—OTHER WORK AT THE SITE

No suggested Supplementary Conditions in this Article.

ARTICLE 9—OWNER’S RESPONSIBILITIES

No suggested Supplementary Conditions in this Article.

ARTICLE 10—ENGINEER’S STATUS DURING CONSTRUCTION

10.03 *Resident Project Representative*

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

- C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:
 - 1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 - 2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
 - 3. *Liaison*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.
 - 4. *Review of Work; Defective Work*
 - a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Observe whether any Work in place appears to be defective.
 - c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
 - 5. *Inspections and Tests*
 - a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.

- b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
- 6. *Payment Requests*: Review Applications for Payment with Contractor.
- 7. *Completion*
 - a. Participate in Engineer's visits regarding Substantial Completion.
 - b. Assist in the preparation of a punch list of items to be completed or corrected.
 - c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - d. Observe whether items on the final punch list have been completed or corrected.
- D. The RPR will not:
 - 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 - 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 - 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
 - 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - 7. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11—CHANGES TO THE CONTRACT

11.02 Change Orders

SC-11.02 Add the following paragraphs immediately following 11.02.A.4.:

- 5. The Owner will issue a contract change order to accomplish extra work as defined in SC-101.
- 6. Change Orders for Differing Site Conditions:

During the progress of the work, if one or more of the following differing conditions are encountered at the site, the party discovering the condition shall promptly notify the other party of the specific condition before further disturbing the site and before further performing the affected work.

 - a. A subsurface or latent physical condition, differing materially from those indicated in the contract.

- b. An unknown physical condition of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work specified in the contract.

If the Contractor discovers the differing condition, the contractor shall provide prompt oral notification, of the specific differing condition before further disturbing the site and before further performing the affected work.

The project Engineer will investigate the conditions. If the project Engineer determines the conditions materially differ and cause an increase or decrease in the cost, time, or both, required to perform the work under the contract, the project Engineer will adjust the contract price, time, or both, and modify the contract in writing accordingly within 5 days of Contractor notification to Engineer.

The Engineer will not allow a contract adjustment unless the contractor has provided the required notice.

7. Changed Quantities

The Owner will adjust the contract if the department or contractor demonstrates that quantity changes affect the contractor's unit cost to perform the work and meet one of the following:

- a. The quantity of a major bid item, as defined in SC-1.01.A, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity applies only to that portion in excess of 125 percent of the original contract bid item quantity, or in case of a decrease below 75 percent, to the work actually performed.
- b. The quantity of a minor bid item that is part of an approved subcontract and that exceeds 10 percent of the original value of that subcontract is decreased or increased by more than 50 percent from the original contract quantity for that bid item. Either party to the contract may submit a request for a revision to the contract unit price for that bid item.

ARTICLE 12—CLAIMS

12.01 *Claims*

SC-12.01 Amend the time stated in Paragraph 12.01.B. as follows:

....but in no event later than 7 days.....

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 *Cost of the Work*

SC-13.01 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

- a. For purposes of this paragraph, “small tools and hand tools” means any tool or equipment whose current price if it were purchased new at retail would be less than \$500.

13.03 *Unit Price Work*

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the extended price of a particular item of Unit Price Work amounts to **[5]** percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than **[15]** percent from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.02 *Tests, Inspections, and Approvals*

SC-14.02 Add the following paragraph immediately following 14.02.D.5.:

6. for re-tests as a result of the failure of a test required by the Contract Documents.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.01 *Progress Payments*

SC-15.01 Add the following new Paragraph 15.01.F:

- F. For contracts in which the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work (as measured by reference to the Schedule of Values), or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that Contractor prepare and submit a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price (if any), through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.

15.03 *Substantial Completion*

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No suggested Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

17.02 Arbitration

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

17.02 Arbitration

- A. All matters subject to final resolution under this Article will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Paragraph SC-17.02). Any controversy or claim in the amount of \$100,000 or less will be settled in accordance with the American Arbitration Association's supplemental rules for Fixed Time and Cost Construction Arbitration. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitration administrator, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in Article 17, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event will any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations.
- C. The arbitrator(s) must be licensed engineers, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Contract. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.
- D. The Arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Contract permits them to do so.
- E. The award of the arbitrators must be accompanied by a reasoned written opinion and a concise breakdown of the award. The written opinion will cite the Contract provisions deemed applicable and relied on in making the award.

- F. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.
- G. No arbitration arising out of or relating to the Contract will include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:
 - 1. the inclusion of such other individual or entity will allow complete relief to be afforded among those who are already parties to the arbitration;
 - 2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration, and which will arise in such proceedings;
 - 3. such other individual or entity is subject to arbitration under a contract with either Owner or Contractor, or consents to being joined in the arbitration; and
 - 4. the consolidation or joinder is in compliance with the arbitration administrator's procedural rules.
- H. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
- I. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Contract. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.

17.03 *Attorneys' Fees*

SC-17.03 Add the following new paragraph immediately after Paragraph 17.02. [Note: If there is no Paragraph 17.02, because neither arbitration nor any other dispute resolution process has been specified here in the Supplementary Conditions, then revise this to state "Add the following new Paragraph immediately after Paragraph 17.01" and revise the numbering accordingly].

17.03 *Attorneys' Fees*

- A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

SECTION 00 01 00
ADVERTISEMENT FOR BIDS

The City of Ashland (Owner) is requesting Bids for the construction of the following Project:

KREHER PARK REDEVELOPMENT - PHASE 2 - BOAT LAUNCH

Bids for the construction of the Project will be received at the Department of Public Works located at 2020 Sixth St E, Ashland, WI 54806, until Monday, February 24, 2021 at 11am local time. At that time the Bids received will be publicly opened and read.

The Project, including Project Alternatives, includes the following Work:

- 9000 SF - Sheet Pile Wall Installation
- Temporary Bracing of Sheet Pile
- Dewatering of the Site
- Construction of Boat Ramp and Associated Improvements in the Dry

The Issuing Office for the Bidding Documents is:

City of Ashland Department of Public Works – 2020 Sixth St E Ashland, WI 54806

Prospective Bidders may obtain electronic copies of the Bidding Documents by contacting the Issuing Office at 715-682-7061 or by visiting the issuing office on Monday through Friday between the hours of 7am-3:30pm. There is a \$50.00 non-refundable plan fee.

Website?

The proposals shall be submitted on the forms furnished with the specifications. Each proposal shall be accompanied by a certified check payable to the owner equal to five percent (5%) of the proposal or a bid bond of a bonding company duly authorized to do business in the State of Wisconsin in an amount equal to five percent (5%) of the proposal. This proposal guarantee shall be subject to forfeiture as provided by law.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

Proposals shall not be withdrawn for a period of thirty (30) days after the date of opening. The City of Ashland reserves the right to reject any or all of the proposals and to waive any informalities herein, to reject any or all bids, and to award the Contract as deemed to be in the best interest of the City.

The City of Ashland does not discriminate on the basis of race, color national origin, sex, religion, age or disability in employment or provisions of services, programs or activities.

Date of Publication: February 3, 2021

By Authority of: Denise Oliphant, City Clerk

DRAFT

SECTION 00 02 00
INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1— Defined Terms.....	1
Article 2— Bidding Documents	1
Article 3— Qualifications of Bidders.....	2
Article 4— Pre-Bid Conference	2
Article 5— Site and Other Areas; Existing Site Conditions; Examination of Site; Owner’s Safety Program; Other Work at the Site.....	2
Article 6— Bidder’s Representations and Certifications.....	5
Article 7— Interpretations and Addenda	5
Article 8— Bid Security	5
Article 9— Contract Times	6
Article 10— Substitute and “Or Equal” Items.....	6
Article 11— Subcontractors, Suppliers, and Others	6
Article 12— Preparation of Bid	7
Article 13— Basis of Bid	8
Article 14— Submittal of Bid.....	8
Article 15— Modification and Withdrawal of Bid.....	9
Article 16— Opening of Bids.....	9
Article 17— Bids to Remain Subject to Acceptance	9
Article 18— Evaluation of Bids and Award of Contract	9
Article 19— Bonds and Insurance.....	10
Article 20— Signing of Agreement.....	10

ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.02 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.03 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader Version 9 or later. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.
- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.03.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within [7] days of Owner's request, Bidder must submit the following information:
- A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
 - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
 - C. Bidder's state or other contractor license number, if applicable.
 - D. Subcontractor and Supplier qualification information.
 - E. Other required information regarding qualifications.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4—PRE-BID CONFERENCE

- 4.01 A pre-bid conference will be conducted remotely for this Project on XX/XX/XXXX at XX:XX AM.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

- 5.01 *Site and Other Areas*
- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.
- 5.02 *Existing Site Conditions*
- A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*
 - 1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
 - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.

- d. Technical Data contained in such reports and drawings.
- 2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
- 3. *Geotechnical Baseline Report/Geotechnical Data Report*: The Bidding Documents contain a Geotechnical Baseline Report (GBR) and Geotechnical Data Report (GDR).
 - a. As set forth in the Supplementary Conditions, the GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations ("Baseline Conditions"). The GBR is a Contract Document.
 - b. The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.
 - c. Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.
 - d. As set forth in the Supplementary Conditions, the GDR is a Contract Document containing data prepared by or for the Owner in support of the GBR.
- B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 *Other Site-related Documents*

- A. In addition to the documents regarding existing Site conditions referred to in Paragraph 5.02.A, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Bidders for reference:
 - 1. **As-built drawings for Phase 1 remedial action by Foth and Environ dated July 2016.**
 - 2. **Kreher Park Capping and Restoration design plans by Braun Intertec dated April 19, 2019.**
 - 3. **Remedial Action Quality Assurance Project Plan by Braun Intertec dated April 19, 2019.**
 - 4. **Remedial Action Health and Safety Plan by Braun Intertec dated April 19, 2019.**

5. **Erosion Control and Stormwater Management Plan for Kreher Park Capping and Restoration Ashland/NSP Lakefront Site dated April 19, 2019.**
6. **Geotechnical Report by Braun Intertec dated April 19, 2019.**

Owner will make copies of these other Site-related documents available to any Bidder on request.

- B. Owner has not verified the contents of these other Site-related documents, and Bidder may not rely on the accuracy of any data or information in such documents. Bidder is responsible for any interpretation or conclusion Bidder draws from the other Site-related documents.
- C. The other Site-related documents are not part of the Contract Documents.
- D. Bidders are encouraged to review the other Site-related documents, but Bidders will not be held accountable for any data or information in such documents. The requirement to review and take responsibility for documentary Site information is limited to information in (1) the Contract Documents and (2) the Technical Data.
- E. No other Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
- B. Bidders visiting the Site are required to arrange their own transportation to the Site.
- C. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- D. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- E. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- F. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder’s examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Public Works Director in writing. Contact information and submittal procedures for such questions are as follows:
 - A. **Sara Hudson, shudson@coawi.org, 715-682-7059**
 - B. **Questions shall be directed to person listed above not later than 72 hours prior to the scheduled bid opening.**
- 7.03 Interpretations or clarifications considered necessary by Public Works Director in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder’s maximum Bid price (determined by adding the base bid and all alternates) and in the

form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.

- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective

Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

- 11.02 All Bidders must submit to Owner a list of the Subcontractors or Suppliers using forms furnished in the bid documents.

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.

- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”

- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder’s name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.

- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

13.01 *Lump Sum*

- A. Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.

13.02 *Base Bid with Alternates*

- A. Bidders must submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.
- B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.

13.03 *Unit Price*

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

13.04 *Allowances*

- A. For cash allowances the Bid price must include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 14—SUBMITTAL OF BID

- 14.01 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is

submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.

- 14.02 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16—OPENING OF BIDS

- 16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of

the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.

18.05 *Evaluation of Bids*

A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner will announce to all bidders a “Base Bid plus alternates” budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.

18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19—BONDS AND INSURANCE

19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner’s requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.

19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

SECTION 00 04 10

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **City of Ashland, WI**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - F. Required Bidder Qualification Statement with supporting data;
 - G. Affidavit of Organization and Authority

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Bid*

Bidder will complete the Work in accordance with the Contract Documents for the following (stipulated) price(s),

In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.

BID PROPOSAL FORM

The purpose of this BID PROPOSAL FORM is to present Unit Costs for installation of each system and materials not purchased by Owner. Miscellaneous materials required by the Contractor not on the bid form shall remain the responsibility of the contractor and are to be included in the Unit Costs for this project. Contractor is responsible for providing final quantities of materials based on their bid.

NOTE: All costs are to be considered final installed or final installed & removal costs. Include cost for all materials not purchased by owner, hardware, shipping, fabrication, labor, equipment, insurance, permits state and local taxes, overhead and profit to properly install items listed under each system.

Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
GENERAL					
1	MOBILIZATION	1	LS		
2	PERFORMANCE AND PAYMENT BONDS	1	LS		
SITE DEMOLITION					
3	EROSION CONTROL	1	LS		
4	DEWATERING	1	LS		
SITE FEATURES					
5	SHEET PILE WALL - 30' LENGTHS	9000	SF		
6	AGGREGATE FILL	1900	CY		
7	WALER: W12X45	120	LF		
8	TIEBACKS	600	LF		
9	12"Ø STEEL PILES W/ CONCRETE FILL	120	LF		
10	CUTDOWN SHEET PILE WALL AT END OF RAMP	4	DAYS		
11	CONCRETE PAVEMENT BOAT LAUNCH & APRON - 10" THICK	230	CY		
12	ALUMINUM FLOATING DOCK - 6' WIDE	3	EA		
13	DOCK ABUTMENT CONCRETE	30	CY		
14	TEMPORARY WALER: DOUBLE C15X33.9	300	LF		
15	TEMPORARY W12X45 BRACE	80	LF		
16	TEMPORARY W12X72 BRACE	164	LF		
17	BENT PLATE SHEET PILE CAP	56	LF		
18	STRIPING	1	LS		
19	PILE CAP BEAM: W16X67	72	LF		
20	SHEET PILE CAP BEAM: C15X33.9	72	LF		
21	CONCRETE SEAL BETWEEN EXISTING AND PROPOSED SHEET PILE	20	CY		
22	4" PVC DRAINTILE CLEANOUT	2	EA		
23	GUARDRAIL FENCE	50	LF		
Note: Contractor shall determine earthwork quantities necessary to construct the project per the Construction Documents and as indicated in the Geotechnical Report.					
Total of Base Bid Prices = Total Bid Price					
TOTAL LUMP SUM BASE BID (WRITTEN OUT IN WORDS)					

I/we hereby acknowledge receipt of the following addenda(s):

Addendum No.:

Dated:

Addendum No.:

Dated:

Addendum No.:

Dated:

Addendum No.:

Dated:

I/we further certify that no agreement has been entered into to prevent competition for said work and that I/we carefully examine the site where the work is to take place, and the plans, specifications, form of contract and all other contract documents.

Company:

Representative Signature:

Date:

3.02 Bidder acknowledgement

A. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Document.

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete on or before **October 1, 2020** and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **November 1, 2020**.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

Addendum Number	Addendum Date

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:
- a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

DRAFT

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

(typed or printed)

Title:

(typed or printed)

Phone:

Email:

Address:

Bidder's Contractor License No.: (if applicable)

SECTION 00 51 00
NOTICE OF AWARD

Date of Issuance:

Owner:

Owner's Project No.:

Engineer:

Engineer's Project No.:

Project:

Contract Name:

Bidder:

Bidder's Address:

You are notified that Owner has accepted your Bid dated **[date]** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

[Describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is \$**[Contract Price]**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

[Number of copies sent] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **[number of copies sent]** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **[Describe other conditions that require Successful Bidder's compliance]**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Ashland, WI**

By (signature): _____

Name (printed): _____

Title:

Copy: Engineer

DRAFT

SECTION 00 52 00

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **City of Ashland** ("Owner") and **[name of contracting entity]** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Sheet pile wall installation, temporary bracing of sheet pile, dewatering of the site, construction of boat ramp and associated improvements in the dry.**

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Kreher Park Development – Phase 2 – Boat Launch**

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained **AMI Consulting Engineers, PA** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. The Work will be **substantially complete on or before October 1, 2021, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before November 1, 2021.**
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time.

Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner **\$1,500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$750** for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents subject to adjustment under the Contract:
- A. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) **\$number.**

ARTICLE 6—PAYMENT PROCEDURES

- 6.01 *Submittal and Processing of Payments*
- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 *Progress Payments; Retainage*
- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **1st** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **95** percent of the value of the Work completed (with the balance being retainage).

- 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **99** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
- 6.03 *Final Payment*
- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.
- 6.04 *Consent of Surety*
- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. Technical Specifications in the project manual.
 6. Drawings
 7. Addenda (numbers **[number]** to **[number]**, inclusive).
 9. Exhibits to this Agreement (enumerated as follows):
 - a. **[list exhibits]**
 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.

- b. Work Change Directives.
- c. Change Orders.
- d. Field Orders.
- e. Warranty Bond, if any.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings. **(If any)**
 - 5. Contractor has carefully studied the reports and drawings, relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings. **(If any)**
 - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 - 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Consultant/Contractor have signed this Agreement. Counterparts have been delivered to Owner and Consultant/Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Consultant/Contractor or on their behalf.

OWNER:

CONSULTANT/CONTRACTOR

City of Ashland

By _____
Tyler Wickman, City Attorney

By _____

By _____
Brant Kucera, City Administrator

Title _____
(If Contractor is a corporation, a partnership or a joint venture, attach evidence of authority to sign)

By _____
Deb Lewis, Mayor

By _____
Barbara Clement, Comptroller

Attest _____

Attest _____
Denise Oliphant, City Clerk

Title _____

Date _____

Date _____

Address for giving notices:

City of Ashland - Public Works Department
2020 6th Street East
Ashland, WI 54806

Address for giving notices:

License No.: _____

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

(Where applicable)

SECTION 00 61 00

PERFORMANCE BOND

Contractor Name: Address (principal place of business):	Surety Name: Address (principal place of business):
Owner Name: City of Ashland, WI Mailing address (principal place of business): 2020 6th Street East Ashland, WI 54806	Contract Description (name and location): Kreher Park Development - Phase 2 - Boat Launch Contract Price: Effective Date of Contract:
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
(Full formal name of Contractor)	(Full formal name of Surety) (corporate seal)
By: _____ (Signature)	By: _____ (Signature)(Attach Power of Attorney)
Name: _____ (Printed or typed)	Name: _____ (Printed or typed)
Title: _____	Title: _____
Attest: _____ (Signature)	Attest: _____ (Signature)
Name: _____ (Printed or typed)	Name: _____ (Printed or typed)
Title: _____	Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **None**

SECTION 00 61 50

PAYMENT BOND

Contractor Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: City of Ashland, WI Mailing address <i>(principal place of business)</i> : 2020 6th Street East Ashland, WI 54806	Contract Description <i>(name and location)</i> : Kreher Park Development - Phase 2 - Boat Launch Contract Price: Effective Date of Contract:
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **None**

SECTION 00 62 50

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:
Engineer:
Contractor:
Project:
Contract Name:

Owner's Project No.:
Engineer's Project No.:
Contractor's Project No.:

This ☐ Preliminary ☐ Final Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

[Describe the portion of the work for which Certificate of Substantial Completion is issued]

Date of Substantial Completion:

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: ☐ None ☐ As follows:

[List amendments to Owner's Responsibilities]

Amendments to Contractor's Responsibilities: ☐ None ☐ As follows:

[List amendments to Contractor's Responsibilities]

The following documents are attached to and made a part of this Certificate:

[List attachments such as punch list; other documents]

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By (signature):

Name (printed):

Title:

DRAFT

SECTION 00 70 00
STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1—Definitions and Terminology.....	1
1.01 Defined Terms.....	1
1.02 Terminology	6
Article 2—Preliminary Matters	7
2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance.....	7
2.02 Copies of Documents	7
2.03 Before Starting Construction	7
2.04 Preconstruction Conference; Designation of Authorized Representatives	8
2.05 Acceptance of Schedules	8
2.06 Electronic Transmittals	8
Article 3—Contract Documents: Intent, Requirements, Reuse.....	8
3.01 Intent.....	8
3.02 Reference Standards.....	9
3.03 Reporting and Resolving Discrepancies	9
3.04 Requirements of the Contract Documents.....	10
3.05 Reuse of Documents	11
Article 4—Commencement and Progress of the Work	11
4.01 Commencement of Contract Times; Notice to Proceed.....	11
4.02 Starting the Work.....	11
4.03 Reference Points	11
4.04 Progress Schedule	12
4.05 Delays in Contractor’s Progress	12
Article 5—Site; Subsurface and Physical Conditions; Hazardous Environmental Conditions	13
5.01 Availability of Lands	13
5.02 Use of Site and Other Areas	14
5.03 Subsurface and Physical Conditions.....	15

5.04	Differing Subsurface or Physical Conditions	15
5.05	Underground Facilities	17
5.06	Hazardous Environmental Conditions at Site	19
Article 6—Bonds and Insurance		21
6.01	Performance, Payment, and Other Bonds	21
6.02	Insurance—General Provisions	22
6.03	Contractor’s Insurance	24
6.04	Builder’s Risk and Other Property Insurance	24
6.05	Property Losses; Subrogation	25
6.06	Receipt and Application of Property Insurance Proceeds	26
Article 7—Contractor’s Responsibilities		27
7.01	Contractor’s Means and Methods of Construction	27
7.02	Supervision and Superintendence	27
7.03	Labor; Working Hours	27
7.04	Services, Materials, and Equipment	28
7.05	“Or Equals”	28
7.06	Substitutes	29
7.07	Concerning Subcontractors and Suppliers	31
7.08	Patent Fees and Royalties	32
7.09	Permits	32
7.10	Taxes	33
7.11	Laws and Regulations	33
7.12	Record Documents	33
7.13	Safety and Protection	33
7.14	Hazard Communication Programs	35
7.15	Emergencies	35
7.16	Submittals	35
7.17	Contractor’s General Warranty and Guarantee	38
7.18	Indemnification	39
7.19	Delegation of Professional Design Services	39
Article 8—Other Work at the Site		40
8.01	Other Work	40
8.02	Coordination	41

8.03	Legal Relationships.....	41
Article 9—Owner’s Responsibilities.....		42
9.01	Communications to Contractor	42
9.02	Replacement of Engineer.....	42
9.03	Furnish Data	42
9.04	Pay When Due.....	42
9.05	Lands and Easements; Reports, Tests, and Drawings.....	42
9.06	Insurance.....	43
9.07	Change Orders	43
9.08	Inspections, Tests, and Approvals.....	43
9.09	Limitations on Owner’s Responsibilities	43
9.10	Undisclosed Hazardous Environmental Condition.....	43
9.11	Evidence of Financial Arrangements.....	43
9.12	Safety Programs	43
Article 10—Engineer’s Status During Construction		43
10.01	Owner’s Representative.....	43
10.02	Visits to Site.....	44
10.03	Resident Project Representative.....	44
10.04	Engineer’s Authority	44
10.05	Determinations for Unit Price Work	44
10.06	Decisions on Requirements of Contract Documents and Acceptability of Work	45
10.07	Limitations on Engineer’s Authority and Responsibilities	45
10.08	Compliance with Safety Program.....	45
Article 11—Changes to the Contract		45
11.01	Amending and Supplementing the Contract	45
11.02	Change Orders	46
11.03	Work Change Directives.....	46
11.04	Field Orders.....	47
11.05	Owner-Authorized Changes in the Work.....	47
11.06	Unauthorized Changes in the Work.....	47
11.07	Change of Contract Price	47
11.08	Change of Contract Times.....	48
11.09	Change Proposals.....	49

11.10	Notification to Surety.....	50
Article 12—Claims.....		50
12.01	Claims	50
Article 13—Cost of the Work; Allowances; Unit Price Work		51
13.01	Cost of the Work	51
13.02	Allowances	55
13.03	Unit Price Work	55
Article 14—Tests and Inspections; Correction, Removal, or Acceptance of Defective Work		56
14.01	Access to Work.....	56
14.02	Tests, Inspections, and Approvals.....	56
14.03	Defective Work	57
14.04	Acceptance of Defective Work.....	58
14.05	Uncovering Work	58
14.06	Owner May Stop the Work	58
14.07	Owner May Correct Defective Work.....	59
Article 15—Payments to Contractor; Set-Offs; Completion; Correction Period		59
15.01	Progress Payments.....	59
15.02	Contractor’s Warranty of Title	62
15.03	Substantial Completion.....	62
15.04	Partial Use or Occupancy	63
15.05	Final Inspection	64
15.06	Final Payment.....	64
15.07	Waiver of Claims	65
15.08	Correction Period	66
Article 16—Suspension of Work and Termination		67
16.01	Owner May Suspend Work	67
16.02	Owner May Terminate for Cause.....	67
16.03	Owner May Terminate for Convenience.....	68
16.04	Contractor May Stop Work or Terminate	68
Article 17—Final Resolution of Disputes		69
17.01	Methods and Procedures.....	69
Article 18—Miscellaneous		69
18.01	Giving Notice	69

18.02	Computation of Times.....	69
18.03	Cumulative Remedies	70
18.04	Limitation of Damages	70
18.05	No Waiver	70
18.06	Survival of Obligations	70
18.07	Controlling Law	70
18.08	Assignment of Contract.....	70
18.09	Successors and Assigns	70
18.10	Headings.....	70

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - 1. does not conform to the Contract Documents;
 - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
 - 1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment Contractor will submit schedules to Engineer in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

- 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
- 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

- 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict,

error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and

Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.
- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
 - 1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.

2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
2. is of such a nature as to require a change in the Drawings or Specifications;
3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
 1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
 1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;
 3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after

becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review:* Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 Hazardous Environmental Conditions at Site

A. Reports and Drawings: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or

- indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block

out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing

policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 Contractor's Insurance

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
 - 4. not seek contribution from insurance maintained by the additional insured; and
 - 5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 Builder's Risk and Other Property Insurance

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations).

The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

- B. *Property Insurance for Facilities of Owner Where Work Will Occur:* Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities:* Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
 - 1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may

reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR’S RESPONSIBILITIES

7.01 Contractor’s Means and Methods of Construction

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor’s responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor’s expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor’s determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 Supervision and Superintendence

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 Labor; Working Hours

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor’s employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor’s own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner’s written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
 - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and

- 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
 - C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
 - D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
 - E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.

- b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

- a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.

- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 - 1. Observations by Engineer;
 - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. Use or occupancy of the Work or any part thereof by Owner;
 - 5. Any review and approval of a Shop Drawing or Sample submittal;
 - 6. The issuance of a notice of acceptability by Engineer;
 - 7. The end of the correction period established in Paragraph 15.08;
 - 8. Any inspection, test, or approval by others; or
 - 9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the

assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 Delegation of Professional Design Services

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject

to the professional standard of care and the performance and design criteria stated in the Contract Documents.

- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it

unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.
- B. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

- B. *Change Proposal Procedures*

1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

- 5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
 - C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
 - D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.
- 11.10 *Notification to Surety*
- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 - 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for

resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. Mediation

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. Partial Approval:** If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. Denial of Claim:** If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. Final and Binding Results:** If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. Purposes for Determination of Cost of the Work:** The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
 5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not

be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
2. The cost of purchasing, renting, or furnishing small tools and hand tools.
3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
6. Expenses incurred in preparing and advancing Claims.
7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions,

drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. Adjustments in Unit Price

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
3. by manufacturers of equipment furnished under the Contract Documents;
4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this

right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and

equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

- d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
 - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

CONTRACTOR'S AFFIDAVIT OF DEBITS AND CLAIMS

PROJECT:
PAY REQUEST NO.

Owner: City of Ashland

Contractor: _____

Address: _____

State: _____

County of: _____

Contract Date: _____

The undersigned hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referred above for which the Owner or his property might in any way be held responsible.

EXCEPTIONS: (If none, write "NONE".)

CONTRACTOR:

Subscribed and sworn to before me

Address: _____

this _____ day of _____, 20__

By: _____

Notary Public:

Typed Name: _____

My Commission Expires:

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PAY REQUEST NO. _____

PROJECT: _____

OWNER: CITY OF ASHLAND

CONTRACTOR: _____

ADDRESS: _____

STATE: _____

COUNTY: _____

CONTRACT DATE: _____

The undersigned hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers or Work, labor or services who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (if none, write "NONE".)

CONTRACTOR:

Address: _____

By: _____

Typed Name: _____

Subscribed and sworn to before me

this ____ day of _____, 20____

Notary Public:

My Commission Expires:

300.13: AFFIDAVIT OF ORGANIZATION AND AUTHORITY

State of _____

County of _____

I _____ being first duly sworn on oath depose and state that the BIDDERS (type name, same as signature below, and title) on the attached bid proposal is organized as indicated below and that all statements herein made are made on behalf of such bidder and that this deponent is authorized to make them.

(Fill out applicable paragraph)

1. CORPORATION

The BIDDER is a corporation organized and existing under the laws of the State of _____, its secretary is _____, and does have a corporate seal. The present is authorized to sign construction contracts and bids for the company, a certified copy of which is hereto attached. (Strike out this last sentence if not applicable).

2. PARTNERSHIP

The BIDDER is a partnership consisting of _____ and _____ partners doing business under the name of _____.

3. SOLE PROPRIETOR

The BIDDER is an individual operating under the following trade/business name:

_____.

4. ADDRESS

The business address of the BIDDER is as follows:

Its primary phone number is _____, and its FAX number is _____.

5. STATUTORY SWORN STATEMENT

_____ also deposes and states that he/she has examined and carefully
(Name of BIDDER)
prepared their bid proposal from the Contract Documents (plans and specifications) and has checked the same in detail before submitting this proposal/bid, and that the statements contained herein are true and correct.

(Signature)

Subscribed and sworn to before me this _____ day of _____ 20____. Notary
Seal

Notary Public, _____ County _____

My commission Expires _____

DRAFT

Table of Contents

Division 01 – Specifications

Summary of Work	01 10 00
Contractor's Use of the Site	01 14 00
Unit Prices	01 22 00
Payment Procedures	01 29 00
Submittal Procedures	01 33 00
Quality Requirements	01 40 00
Regulatory Requirements/Responsibility to the Public	01 41 00
References	01 42 00
Environmental Protection	01 46 00
Temporary Facilities and Controls	01 50 00
Mobilization	01 51 00
Product Requirements	01 60 00
Closeout Submittals	01 77 00
Project Record Documents	01 78 39

Division 02-35- Technical Specifications

Soil and Waste Stockpiling and Disposal	02 11 40
Contact Water Management	02 11 60
Cast-In-Place Concrete	03 30 00
Structural Steel	05 12 00
Earth Moving	31 20 00
Erosion and Sediment Control	31 25 00
Tie Rods	31 51 00.10
Steel Piling	31 62 16
Dense Aggregate Base	32 15 50
Floating Dock Sections	35 05 00
Steel Sheet Piling	35 31 16.19

SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Work under separate contracts.
5. Access to site.
6. Coordination with occupants.
7. Work restrictions.
8. Specification and Drawing conventions.

1.2 RELATED REQUIREMENTS:

- A. Section 01 50 00 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.
- B. Technical Specifications provided by Braun Intertec. Project #B1402346.01, dated April 19, 2019.

1.3 DEFINITIONS

- A. Engineer: Refers to AMI Consulting Engineers unless otherwise noted.

1.4 PROJECT INFORMATION

- A. Project Identification: Ashland/NSP Lakefront Site – Kreher Park Redevelopment Phase 2 Boat Launch
 1. Project Location: Kreher Park is bounded by the Chequamegon Bay shoreline to the north, the former railroad corridor to the south, Prentice Avenue to the east, and Ellis Avenue to the West in Ashland, Wisconsin.
- B. Owner: City of Ashland, WI
- C. Engineer: AMI Consulting Engineers, PA
- D. Milestone Dates:
 1. Substantial Completion: xxxxxxxxxxxx

2. Final Completion: xxxxxxxxxx

1.5 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Construction of the boat launch in the Ashland/NSPW Lakefront Site in accordance with the Record of Decision (ROD). The Scope of Work will require continuous dust control, construction and maintenance of best management practice (BMP) erosion and storm water control features and on-going storm water management, and other miscellaneous work related to construction.

- B. Type of Contract:

1. Project will be constructed under a single prime contract.

1.6 ACCESS TO SITE

- A. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated. Areas disturbed outside of contract limits shall be repaired at contractors expense.

1.7 COORDINATION WITH OCCUPANTS

- A. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.

1.8 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

- B. On-Site Work Hours: Work shall be generally performed between the hours of 7 a.m. to 5 p.m., Monday through Friday, unless otherwise indicated. Noise, dust and other disturbances related to construction activity shall be kept to a minimum during of regular working hours.

1. Prior written approval from the City of Ashland is required to work Saturdays, Sundays, Holidays, or outside of regular working hours.

2. Contractor shall verify these time restrictions with the City of Ashland.

- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
1. Notify Owner not less than two days in advance of proposed utility interruptions.
 2. Obtain Owners written permission before proceeding with utility interruptions.

1.9 SPECIFICATION AND DRAWING CONVENTIONS

- A. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 14 00 – CONTRACTORS USE OF SITE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Requirements and restrictions related to use of the Site.

1. Project information Related Requirements:
2. City of Ashland, Wisconsin Construction Standards.
3. Contract, General, Supplementary and Other Conditions of Division 00, the General Requirements Sections of Division 01 and the Drawings apply to Work of this Section.
4. Section 01 50 00 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.
5. Technical Specifications provided by Braun Intertec. Project #B1402346.01, dated April 19, 2019.

1.2 CONTRACTOR'S USE OF SITE

- A. Contractor shall keep Site free from accumulation of surplus materials and rubbish resulting from the Work.
- B. Contractor employees, subcontractors and agents are prohibited from camping or residing at the Site unless required for system operation or security reasons, subject to the approval of the Owner.

1.3 SECURITY

- A. Security will not be performed by Owner or Engineer. Contractor shall be responsible for loss of property and shall provide security and take precautionary measures, as necessary, to protect Contractor's, Owner's, and Engineer's interests and the Site.

1.4 DAMAGE TO EXISTING PROPERTY

- A. Contractor is responsible for replacing or repairing damage resulting from the Work to existing buildings, structures, sheet pile wall, roads, monitoring wells, and other existing assets within the Site. The site is defined as the space available for performing construction activities, areas within the Contract limits as indicated on the drawings.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

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SECTION 01 22 00 – UNIT PRICES

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. List of unit prices, for use in preparing Bids.
- B. Measurement and payment criteria applicable to Work performed under a unit price payment method.

1.2 COSTS INCLUDED

- A. Unit Prices included on the Bid Form shall include full compensation for all required labor, products, tools, equipment, plant transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

1.3 UNIT QUANTITIES SPECIFIED

- A. Quantities indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurement of actual Work will determine the payment amount.

1.4 MEASUREMENT OF QUANTITIES

- A. Take all measurements and compute quantities. Measurements and quantities will be verified by Engineer.
- B. Assist by providing necessary equipment, workers, and survey personnel as required.
- C. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord.
- D. Perform surveys required to determine quantities, including control surveys to establish measurement reference lines. Notify Engineer prior to starting work.

1.5 PAYMENT

- A. Payment for work governed by unit prices will be made on the basis of the actual measurements and quantities of Work that is incorporated in or made necessary by the Work and accepted by the Engineer, multiplied by the unit price.

1.6 DEFECT ASSESSMENT

- A. Replace Work, or portions of the Work, not conforming to specified requirements.

1.7 SCHEDULE OF UNIT PRICES

- A. Measurement and payment for unit prices will be as follows. For Bid items not listed, refer to WisDOT Standard Specifications for Construction, 2019 edition as modified by the plans, specifications, and project Special Provisions.

Item: Erosion Control

Measurement: Measurement will be made per a lump sum basis after the project is completed.

Payment: Payment will be made at the contract bid price, which shall be compensation in full for all labor, materials, equipment, and other incidentals necessary to provide erosion control. Incidental costs shall include but not limited to (1) bio rolls, (2) floating silt curtain (3) temporary stabilization, and (4) permanent turf establishment, (5) furnishing submittals, and (6) installation and removal.

Item: Dewatering

Measurement: Measurement will be made per a lump sum basis after the area within the newly installed steel sheet pile is dewatered.

Payment: Payment will be made at the contract bid price, which shall be compensation in full for all labor, materials, equipment, and other incidentals necessary to dewater the area within the newly installed steel sheet pile. Incidental costs shall include but not be limited to (1) transportation of dewatering pumps to and from the jobsite, (2) sealing the interlocks of the new steel sheet pile, (3) miscellaneous consumables required for dewatering pumps, (4) regulatory requirements, (5) design of dewatering system, (6) treatment and disposal of water if required, (7) water containment system if required, and (8) furnishing submittals.

Item: Steel Sheet Pile Bulkhead – PZ 22 @ 30' Long Sheets

Measurement: Measurement will be made by the square foot (projected front face area) of steel sheet pile wall acceptably furnished and installed within the location & alignment tolerances.

Payment: Payment will be made at the contract bid price per square foot, which shall be compensation in full for all labor, materials, equipment, and other incidentals necessary to furnish and install sheet pile as specified. Incidental costs shall include but not be limited to (1) transportation of SSP from storage location to the jobsite, (2) threading the SSP together, (3) furnishing and install driving template, (4) trimming the top of the sheet pile, one foot maximum, (5) miscellaneous connectors at corners, (6) installation of lifting and holes in tops of sheets, if required, (7) placing steel plates over holes in steel sheet pile, if required, and (8) furnishing submittals.

Item: Aggregate Fill

Measurement: Measurement will be made by the cubic yard of aggregate fill acceptably furnished and installed.

Payment: Payment will be made at the contract bid price per cubic yard, which shall be compensation in full for all labor, materials, equipment, and other incidentals necessary to furnish and install the aggregate fill as specified. Incidental costs shall include but not be limited to (1) compaction and preparation of the material for concrete, (2) drying or wetting as needed for compaction (3) re-testing of areas not meeting compaction specifications, (4) laboratory testing to determine bulk density for quantity determination, and (5) furnishing all

submittals.

Item: Base Course

Measurement: Measurement will be made by the cubic yard of base course acceptably furnished and installed.

Payment: Payment will be made at the contract bid price per cubic yard, which shall be compensation in full for all labor, materials, equipment, and other incidentals necessary to furnish and install the base course as specified. Incidental costs shall include but not be limited to (1) compaction and preparation of the material for concrete, (2) drying or wetting as needed for compaction (3) re-testing of areas not meeting compaction specifications, (4) laboratory testing to determine bulk density for quantity determination, and (5) furnishing all submittals

Item: Geotextile Fabric

Measurement: Measurement will be made by the square yard of geotextile fabric acceptably furnished and installed.

Payment: Payment will be made at the contract bid price per square yard, which shall be compensation in full for all labor, materials, equipment, and other incidentals necessary to furnish and install the geotextile fabric as specified. Incidental costs shall include but not be limited to (1) preparing the foundation before installation of the fabric, and (2) furnishing all submittals

Item: Waler - W12x45

Measurement: Measurement will be made by the lineal foot of waler acceptably furnished and installed at the specified elevation.

Payment: Payment will be made at the contract bid price per lineal foot, which shall be compensation in full for all labor, materials, equipment, and other incidentals necessary to furnish and install the waler as specified. Incidental costs shall include but not be limited to (1) transportation of wale from storage location to the jobsite, (2) trimming members to proper length, (3) supplying angle brackets for attaching the wale to the sheet pile, (4) attaching the wale to the sheet pile, (5) furnishing and installing splice plates at specified location, and (6) furnishing all submittals.

Item: Tierods

Measurement: Measurement will be made by the lineal foot of tie rods acceptably furnished and installed at the specified elevation.

Payment: Payment will be made at the contract bid price per lineal foot, which shall be compensation in full for all labor, materials, equipment, and other incidentals necessary to furnish and install the tie rods as specified. Incidental costs shall include but not be limited to (1) transportation of tie rods from storage location to jobsite, (2) providing plates for attaching tie rod to waler, (3) furnishing and installing all couplers, if required, (4) furnishing and installing clevis for tie-rod to wale connection, and (5) furnishing all submittals.

Item: 12"Ø Steel Piles w/ Concrete Fill

Measurement: Measurement will be made by the lineal foot of steel pile acceptably furnished and installed as specified.

Payment: Payment will be made at the contract bid price per lineal foot, which shall be compensation in full for all labor, materials, equipment, and other incidentals necessary to furnish and install the steel piles as specified. Incidental costs shall include but not be limited to (1) transportation of piles from storage location to the jobsite, (2) installation of steel piles within location & alignment tolerances, (3) furnishing and installation of concrete, and (5) furnishing all submittals.

Item: Remove and Dispose of Sheet Pile at End of Ramp

Measurement: Measurement will be made per a lump sum basis after steel sheet pile has been trimmed to the proper elevation, removed, and disposed of.

Payment: Payment will be made at the contract bid price per lump sum, which shall be compensation in full for all labor, materials, equipment, and other incidentals necessary. Incidental costs shall include but not be limited to (1) commercial dive operations, (2) consumables for trimming the sheet pile, (3) removal and disposal of sheet pile, (4) equipment necessary for removal of steel sheet pile, (4) furnishing and installation of barbed plates on end of piles, and (5) furnishing submittals.

Item: Concrete Pavement - Boat Launch & Apron - 10"

Measurement: Measurement will be made by the cubic yard of concrete pavement acceptably furnished and installed.

Payment: Payment will be made at the contract bid price per cubic yard, which shall be compensation in full for all labor, materials, equipment, and other incidentals necessary to furnish and install the concrete pavement as specified. Incidental costs shall include but not be limited to (1) furnishing and installation of rebar, (2) furnishing and installation of concrete, (3) finishing concrete with specified ramp grooves and curbs, (4) construction joint installation and sealant, and (5) furnishing all submittals.

Item: Aluminum Floating Dock – 6' Wide x 58' Long

Measurement: Measurement will be made per each aluminum floating dock installed as specified in the construction documents.

Payment: Payment will be made at the contract bid price per each aluminum floating dock, which shall be compensation in full for all labor, materials, equipment, and other incidentals necessary. Incidental costs shall include but not be limited to (1) dock supplier affidavit & design calculations signed by Professional Engineer, (2) furnishing and installing attachment of dock to landside structure, (3) attachment of floating dock to anchor piles, (4) shroud around anchor piles, (5) owner's operation manual for installation and removal of floating dock each season, and (6) furnishing submittals.

Item: Dock Abutment Concrete

Measurement: Measurement will be made by the cubic yard of concrete

acceptably furnished and installed.

Payment: Payment will be made at the contract bid price per cubic yard, which shall be compensation in full for all labor, materials, equipment, and other incidentals necessary to furnish and install the dock abutment concrete as specified. Incidental costs shall include but not be limited to (1) furnishing and installation of rebar, (2) furnishing and installation of concrete, (3) construction joint installation and sealant, (4) furnishing and installation of embedded steel plate and HCA, (5) coordination with dock supplier on dock connection, and (6) furnishing all submittals.

Item: Temporary Waler – Double C15x33.9

Measurement: Measurement will be made by the lineal foot of double channel wale acceptably furnished and installed at the specified elevation.

Payment: Payment will be made at the contract bid price per lineal foot, which shall be compensation in full for all labor, materials, equipment, and other incidentals necessary to furnish and install the double channel wale as specified. Incidental costs shall include but not be limited to (1) transportation of wale from storage location to the jobsite, (2) trimming channels to proper length, (3) installing steel plate and pipe spacers, (4) attaching the wale to the sheet pile by furnishing and installing bolts/ threaded rods through drilled holes in the sheet pile, (5) furnishing and installing all plate washers, (6) furnishing and installing plates and bolts at wale splice locations, and (7) furnishing all submittals.

Item: Temporary W12x45 Brace

Measurement: Measurement will be made by the lineal foot of temporary brace acceptably furnished and installed at the specified elevation.

Payment: Payment will be made at the contract bid price per lineal foot, which shall be compensation in full for all labor, materials, equipment, and other incidentals necessary to furnish and install the brace as specified. Incidental costs shall include but not be limited to (1) transportation of brace from storage location to the jobsite, (2) trimming members to proper length, (3) furnishing and installing steel plates and bolts for attaching the brace to the wale, and (5) furnishing all submittals.

Item: Temporary W12x72 Brace

Measurement: Measurement will be made by the lineal foot of temporary brace acceptably furnished and installed at the specified elevation.

Payment: Payment will be made at the contract bid price per lineal foot, which shall be compensation in full for all labor, materials, equipment, and other incidentals necessary to furnish and install the brace as specified. Incidental costs shall include but not be limited to (1) transportation of brace from storage location to the jobsite, (2) trimming members to proper length, (3) furnishing and installing steel plates and bolts for attaching the brace to the wale, and (5) furnishing all submittals.

Item: Bent Plate Steel Pile Cap

Measurement: Measurement will be made by the lineal foot of steel dock cap

acceptably furnished and installed at the specified elevation.

Payment: Payment will be made at the contract bid price per lineal foot, which shall be compensation in full for all labor, materials, equipment, and other incidentals necessary to furnish and install the steel dock cap as specified. Incidental costs shall include but not be limited to (1) transportation of dock cap from storage location to the jobsite, (2) furnishing and installing dock cap angle brackets, and (3) furnishing submittals.

Item: Pile Cap Beam – W16x67

Measurement: Measurement will be made by the lineal foot of pile cap beam acceptably furnished and installed at the specified elevation.

Payment: Payment will be made at the contract bid price per lineal foot, which shall be compensation in full for all labor, materials, equipment, and other incidentals necessary to furnish and install the pile cap beam as specified. Incidental costs shall include but not be limited to (1) transportation of pile cap beam from storage location to the jobsite, (2) furnishing and installing steel pile cap plates, (3) furnishing and installing headed stud anchors, (4) trimming of pile cap beam to length, and (5) furnishing submittals.

Item: Sheet Pile Cap Beam – C15x33.9

Measurement: Measurement will be made by the lineal foot of sheet pile cap beam acceptably furnished and installed at the specified elevation.

Payment: Payment will be made at the contract bid price per lineal foot, which shall be compensation in full for all labor, materials, equipment, and other incidentals necessary to furnish and install the sheet pile cap beam as specified. Incidental costs shall include but not be limited to (1) transportation of sheet pile cap beam from storage location to the jobsite, (2) furnishing and installing angle brackets, (3) furnishing and installing headed stud anchors, (4) trimming of sheet pile cap beam to length, and (5) furnishing submittals.

Item: Concrete Seal Between New & Existing Sheet Pile

Measurement: Measurement will be made per cubic yard of concrete acceptably furnished and installed as specified between the new and existing sheet pile.

Payment: Payment will be made at the contract bid price per cubic yard of concrete acceptable placed, which shall be compensation in full for all labor, materials, equipment, and other incidentals necessary to seal the gap between the new and existing steel sheet pile as specified. Incidental costs shall include but not be limited to (1) furnishing and installing grout bag end seals, (2) furnishing concrete materials, (3) equipment and/or admixtures for proper concrete placement procedures, (4) sloping of grout for proper drainage, and (5) furnishing submittals.

Item: Guardrail Fence

Measurement: Measurement will be made by the linear foot of guardrail fence acceptably furnished and installed.

Payment: Payment will be made at the contract bid price per linear foot, which

shall be compensation in full for all labor, materials, equipment, and other incidentals necessary to furnish and install the guardrail fence as specified. Incidental costs shall include but not be limited to (1) furnishing and installing base plates (2) furnishing all submittals.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

SECTION 01 29 00 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.2 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Engineer at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
 - 1. Arrange schedule of values consistent with format of EJCDC Document C-620
 - 2. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site.
 - 3. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.

1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Engineer and paid for by Owner.
- B. Payment Application Times: Submit Application for Payment to Engineer by the 1st of the month. The period covered by each Application for Payment is one month, generally ending on the second Friday of the month or another agreed upon date no later than the date of submission to the Engineer.
- C. Application for Payment Forms: Use EJCDC Document C-620 as form for Applications for Payment.

- D. Application Preparation: Pay application must have the signature of a person authorized to sign legal documents on behalf of Contractor. No payment will be made for line items with no entries.
1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received.
 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of values.
 3. Contractor's construction schedule (preliminary if not final).
 4. Products list (preliminary if not final).
 5. Schedule of unit prices.
 6. Submittal schedule (preliminary if not final).
 7. Copies of building permits.
 8. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 9. Report of preconstruction conference.
 10. Certificates of insurance and insurance policies.
 11. Performance and payment bonds.
 12. Data needed to acquire Owner's insurance.
- F. Application for Payment at Substantial Completion: After Engineer issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- G. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706.
 5. AIA Document G706A.
 6. AIA Document G707.
 7. Evidence that claims have been settled.
 8. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

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SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Submittal schedule requirements.
2. Administrative and procedural requirements for submittals.

1.2 SUBMITTAL SCHEDULE

- A. Submittal Schedule: Submit a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Engineer and additional time for handling and reviewing submittals required by those corrections.
- B. All submittals/deliverables/permits/certificates of inspection or approval/etc discussed in any specification section must be available to the Agencies upon request.

1.3 SUBMITTAL FORMATS

A. Submittal Information: Include the following information in each submittal:

1. Project name.
2. Date.
3. Name of Contractor.
4. Name of firm or entity that prepared submittal.
5. Names of subcontractor, manufacturer, and supplier.
6. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier; and alphanumeric suffix for resubmittals.
7. Category and type of submittal.
8. Drawing number and detail references, as appropriate.
9. Indication of partial submittal, as appropriate.
10. Location(s) where product is to be installed, as appropriate.
11. Other necessary identification.
12. Remarks.
13. Signature of transmitter.

B. Options: Identify options requiring selection by Engineer.

C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by the Engineer on

previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.

D. Paper Submittals:

1. General: Paper submittals will be accepted in electronic form only.
2. Place a permanent label or title block on each submittal item for identification; include name of firm or entity that prepared submittal.
3. Transmittal for Submittals: Assemble each submittal individually and appropriately for transmittal.

E. PDF Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.

1.4 SUBMITTAL PROCEDURES

A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

1. Email: Prepare submittals as PDF package, and transmit to Engineer by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Engineer.
2. Paper: Prepare submittals in paper form, scan, and transmit to Engineer.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.

C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineers receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
2. Resubmittal Review: Allow 15 days for review of each resubmittal.

D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

- F. Use for Construction: Retain complete copies of submittals on Project site. Use only final submittals that are marked with approval notation from the Engineer.

1.5 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 - 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams that show factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 - 5. Submit Product Data before Shop Drawings, and before or concurrent with Samples.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
 - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
- C. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
 2. Manufacturer and product name, and model number if applicable.
 3. Number and name of space.
 4. Location within space.
- D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of Engineer's and owners, and other information specified.
- E. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.
- F. Certificates:
1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
 2. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
 3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
 4. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
 5. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
 6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- G. Test and Research Reports:
1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
 2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
 3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
 4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed

before installation of product, for compliance with performance requirements in the Contract Documents.

5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - a. Name of evaluation organization.
 - b. Date of evaluation.
 - c. Time period when report is in effect.
 - d. Product and manufacturers' names.
 - e. Description of product.
 - f. Test procedures and results.
 - g. Limitations of use.

1.6 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Engineer.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF file, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

1.7 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.
 1. Engineer will not review submittals received from Contractor that do not have Contractor's review and approval.

1.8 ENGINEERS REVIEW

- A. Action Submittals: Engineer will review each submittal, indicate corrections or revisions required, and return it.
 - 1. PDF Submittals: Engineer will indicate, via markup on each submittal, the appropriate action.
- B. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Engineer.
- C. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- D. Engineer will return without review submittals received from sources other than Contractor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
 - 2. Requirements for Contractor to provide quality-assurance and quality-control services required by Engineer or authorities having jurisdiction are not limited by provisions of this Section.

1.2 DEFINITIONS

- A. Experienced: When used with an entity or individual, "experienced" unless otherwise further described means having successfully completed a minimum of **five** projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- B. Field Quality-Control Tests: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- E. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

- F. Source Quality-Control Tests: Tests and inspections that are performed at the source; for example, plant, mill, factory, or shop.
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- H. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- I. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Engineer.

1.3 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1.4 CONFLICTING REQUIREMENTS

- A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements are specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Engineer for direction before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Engineer for a decision before proceeding.

1.5 SUBMITTALS

- A. Delegated-Design Services Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit a statement signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.
- B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

- C. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.
- D. Contractor shall submit 5 similar projects and client contact information per section 1.2A.

1.6 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, telephone number, and email address of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Record of temperature and weather conditions at time of sample taking and testing and inspection.
 - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 - 12. Name and signature of laboratory inspector.
 - 13. Recommendations on retesting and reinspection.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
 - 1. Statement on condition of substrates and their acceptability for installation of product.
 - 2. Statement that products at Project site comply with requirements.
 - 3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 - 4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 5. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
 - 1. Statement that equipment complies with requirements.
 - 2. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 3. Other required items indicated in individual Specification Sections.

1.7 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented according to ASTM E 329, or other applicable standard; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
 - d. When testing is complete, remove test specimens and test assemblies, mockups; do not reuse products on Project.
2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Engineer, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.8 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspection they are engaged to perform.
 2. Costs for retesting and reinspection construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.
 1. Engage a qualified testing agency to perform quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspection will be performed.
 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 4. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- D. Testing Agency Responsibilities: Cooperate with Engineer and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Engineer and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform duties of Contractor.
- E. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 01 33 00 "Submittal Procedures."
- F. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- G. Associated Contractor Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 6. Security and protection for samples and for testing and inspection equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- 1.9 SPECIAL TESTS AND INSPECTIONS
- A. Special Tests and Inspections: Engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
2. Notifying Engineer and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Engineer with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Retesting and reinspection corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Engineer.
4. Identification of testing agency or special inspector conducting test or inspection.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspection, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION

SECTION 01 41 00 – REGULATORY REQUIREMENTS/RESPONSIBILITY TO THE PUBLIC

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: regulatory requirements during implementation of the Work. This Section also describes Contractor's responsibility to other members of the general public.

1.2 RELATED REQUIREMENTS:

- 1. Section Contract, General, Supplementary and Other Conditions of Division 00, the General Requirements Sections of Division 01 and the Drawings apply to Work of this Section.
- 2. All Division 2 Sections

1.3 REGULATORY REQUIREMENTS

- A. Contractor shall give all necessary notices, obtain all permits and pay all fees and other costs in connection with the Work; file all necessary plans, prepare all documents and obtain all necessary approvals of all governmental departments having jurisdiction. Contractor shall obtain all required Certificates of Inspection and approval for the Work and deliver these documents to Engineer, except as noted.
- B. The project site is a federal superfund site. Remedial elements, including clay containment cap, have been constructed in accordance with the Record of Decision (ROD) and shall be maintained during and after construction.
- C. Soil below clay containment cap is contaminated. Excavations shall not penetrate below containment cap. If soil below clay containment cap is disturbed it shall be treated and disposed of as required by Federal and Wisconsin State Statutes and Rules.
- D. Contaminated Water (Contact Water) may be generated by groundwater or storm water entering excavation areas below clay containment cap. Dewatering and management of contact water shall be as required by Federal and Wisconsin State Statutes and Rules.

1.4 RESPONSIBILITY TO THE PUBLIC

- A. Traffic

1. CONTRACTOR shall conduct all operations in a manner that complies with all applicable Laws and Regulations and which will in no way discredit Owner at any

B. Intoxicating Liquors, Narcotics and Drugs

1. CONTRACTOR shall not sell and shall neither permit nor suffer the introduction or use of intoxicating liquors, narcotics or drugs upon or about the Work. The enforcement of this requirement shall be the responsibility of CONTRACTOR.

C. Protection of Property

1. All property in the vicinity of the Work or that is any way affected by the Work shall be protected and preserved from damage by CONTRACTOR. Trees, fences, water or gas pipes, sewers, drains, groundwater wells, conduits or wires for electrical purposes, railways, or other structures shall not be altered or moved without consent of the persons owning or controlling them.

2. Property damaged shall be immediately repaired and restored at the expense of CONTRACTOR, or if required, CONTRACTOR shall make the necessary repairs. In case of failure on the part of CONTRACTOR to restore such property as deemed necessary by ENGINEER. ENGINEER will have repairs made and any cost thereof will be deducted from payments due or which may become due to CONTRACTOR under this Contract.

a. Existing Underground Utilities

- 1) The locations of known underground utilities that are shown on the Drawings are based on available records and should be considered approximate only. CONTRACTOR shall be responsible for determining the exact location of each utility within the area of excavation and grading whether shown on the Drawings or not. Care shall be exercised during such utility location work to avoid damaging and/or disrupting the affected utility. Notwithstanding information given on the Drawings relating to abandoned utilities (e.g. gas lines, electric lines) CONTRACTOR shall verify whether utilities are operable before conducting any subsurface work. CONTRACTOR shall be responsible for protecting all underground utilities that are not being abandoned and for repairing, at CONTRACTOR's expense, damage or damages to any utility caused by its work during the period of construction or within the period covered by his guarantee bond.

b. Protection of Trees and Vegetation

- 1) Trees and other vegetation adjacent to the Limits of Work shall be protected by CONTRACTOR unless removal is authorized by OWNER. Operation of all equipment, storage of materials,

disposition of graded material and construction in general shall be conducted so as not to injure any vegetation.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 42 00 - REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Engineer's action on Contractor's submittals, applications, and requests, "approved" is limited to Engineer's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Engineer. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. Areas within the Contract limits as indicated on the drawings.

1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 46 00 – ENVIRONMENTAL PROTECTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Requirements related to minimizing pollution of air, water, or land and shall, within reasonable limits, control noise and minimize generation and disposal of solid waste materials, as well as other pollutants.
- B. Related Requirements:
 - 1. Section 01 41 00 - Regulatory Requirements/Responsibility to the Public.
 - 2. Section 01 50 00 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.
 - 3. All Division 2 Sections.

1.2 PRE-CONSTRUCTION

- A. Prior to start of any on-Site construction activities, Contractor and Engineer shall make a joint condition survey of the Site. Contractor shall prepare a brief report indicating on a Site plan the condition of structures, fences, equipment, buildings, and storm water management controls, immediately adjacent to the Site of the Work and access route(s). This report will be signed by both Engineer and Contractor upon mutual agreement as to its accuracy and completeness. NSPW shall be onsite during condition survey. The Contractor shall give NSPW a minimum of 3 days' notice prior to survey.

1.3 LAND

- A. Except for any work or storage area and access routes specifically assigned for the use of Contractor, land areas outside the Work Areas shall be preserved in their present condition.
- B. Contractor shall confine its construction activities to the Limits of Work and laydown area and erosion control shown on Drawing sheet C1.0. Storage areas, and access required temporarily by Contractor in the performance of the Work will be coordinated with Engineer.

1.4 WATER RESOURCES

- A. Contractor shall control the disposal of fuels, oils, bitumen, calcium chloride, acids or harmful materials, both on and off-Site and shall comply with applicable federal, state, county and municipal laws concerning pollution of lakes, rivers and streams. Special measures shall be taken to prevent chemicals, fuels, oils, greases, and lubricants from entering Chequamegon Bay.

- B. Water used in on-Site material processing, concrete curing, foundation and concrete cleanup, and other waste waters shall not be allowed to re-enter the public waters. Waste waters shall be contained, removed, and disposed of off-site in accordance with Federal and State Regulations.

1.5 DUST CONTROL

- A. Contractor shall maintain all excavations, stockpiles, access roads, waste area, and all other Work areas free from excess dust to such reasonable degree as to avoid causing a hazard or nuisance.

1.6 EROSION CONTROL

- A. Temporary control measures shall be provided and maintained until permanent drainage facilities are completed and operative. Such measures shall include, but not be limited to, straw wattles and silt fencing. The area of bare soil exposed at any one time by construction operations should be held to a minimum. Section 31 25 00 – Erosion and Sediment Control includes a detailed discussion of erosion control systems required during the Work.

1.7 CORRECTIVE ACTION

- A. Contractor shall, upon receipt of a notice in writing from Engineer of any noncompliance with the foregoing provisions, take immediate corrective action in accordance with any and all federal, state, county or municipal laws. If Contractor fails or refuses to comply promptly, Engineer may issue an order stopping all or part of the Work until satisfactory corrective action has been taken.

1.8 POST CONSTRUCTION CLEANUP OR OBLITERATION

- A. Contractor shall, unless otherwise instructed in writing by Engineer obliterate all signs of temporary construction facilities such as haul roads, Work areas, structures, temporary security or erosion control fences, foundations of temporary structures, stockpiles of excess or waste materials, and other vestiges of construction prior to final acceptance of the Work. The disturbed areas shall be graded and restored as shown on the Drawings. Contractor shall remove all storm water pollution control measures within the Work Areas and security fences installed by Contractor, except as directed by Engineer.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Section 01 10 00 "Summary" for work restrictions and limitations on utility interruptions.

1.2 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to Engineer, testing agencies, and authorities having jurisdiction.
- B. Water Service: Pay water service use charges for water used by all entities for construction operations.
- C. Contractor shall determine power needs and arrange for electrical service for the Site. Contact Xcel Energy for an application for power service from the Ashland Service Center at 715-682-8940. Contractor shall install a separate meter for Contractor's use and pay for Site electrical service during the Work.

1.3 SUBMITTALS

- A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel. Site Utilization Plan shall be submitted to the EPA.
- B. Dust Control Plan: shall maintain all excavations, stockpiles, access roads, waste area, and all other Work areas free from excess dust to such reasonable degree as to avoid causing a hazard or nuisance. Dust Control Plan shall be submitted to the EPA.

1.4 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS (not used)

PART 3 - EXECUTION

3.1 TEMPORARY FACILITIES, GENERAL

- A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
 - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

3.2 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.3 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel, Owner, and Engineer. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

3.4 SUPPORT FACILITIES INSTALLATION

- A. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations.
 - 1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.
- B. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.

2. Maintain access for fire-fighting equipment and access to fire hydrants.

C. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.

1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
2. Wastewater shall be contained, removed, and disposed of off-site in accordance with specification Section 01 46 00 – Environmental Protection.
3. Contaminated water (Contact Water) may be generated from ground water or storm water that collect in excavation areas below clay containment cap. Refer to Section 02 11 60 – Contact Water Management.

3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

1. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property owner to access property for that purpose.

B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

C. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings, or authorities having jurisdiction, whichever is more stringent.

1. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
2. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
3. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

3.6 FIELD OFFICES

- A. Contractor shall maintain a suitable air-conditioned office at the Site, as needed. This office will be the headquarters of Contractor's authorized representative and address at which the representative will receive instructions or other communications from Engineer.
- B. Owner maintains a field support office near the Site where Owner and Engineer operations will be based. At Contractor request, limited office space may be available for Contractor use throughout the project duration.

3.7 POTABLE WATER

- A. All water used by Contractor during the project shall be obtained by Contractor from fire hydrants located near the Limits of Work shown on the Drawings. Contractor will be responsible for paying all fees related to fire hydrant connections and water usage during the project. Use of fire hydrant connections and water meters can be coordinated through the City of Ashland Public Works Department.

3.8 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
- C. Contractor shall, unless otherwise instructed in writing by Engineer obliterate all signs of temporary construction facilities such as haul roads, Work areas, structures, temporary security or erosion control fences, foundations of temporary structures, stockpiles of excess or waste materials, and other vestiges of construction prior to final acceptance of the Work. The disturbed areas shall be graded and restored as shown on the Drawings. Contractor shall remove all storm water pollution control measures within the Work Areas and security fences installed by Contractor, except as directed by Engineer.

END OF SECTION

SECTION 01 51 00 – MOBILIZATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: All preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to and from the project Site, for the establishment of all offices, buildings and other facilities necessary for the Work; for furnishing, erection, maintenance, and removal of construction signs and for all other work and operations which must be performed, or costs incurred, not otherwise paid for under another bid item for this contract.
- B. CONTRACTOR shall furnish labor and materials for the following major tasks
 - 1. Move in and move out construction personnel and equipment.
 - 2. Set up the temporary facilities and utilities.
 - 3. Clean up, dispose of construction debris, remove excess supplies and equipment, and restore the Site after completion of the Work.

1.2 RELATED REQUIREMENTS

- A. Contract, General, Supplementary and Other Conditions of Division 00, the General Requirements Sections of Division 01 and the Drawings apply to Work of this Section.
- B. City of Ashland, Wisconsin Construction Standards.
- C. Wisconsin Department of Transportation (WisDOT) Standard Specifications for Construction. If there is a conflict between WisDOT and the City of Ashland specifications, the City of Ashland specifications shall govern.
- D. Section 01 33 00 – Submittal Procedures.
- E. Section 01 46 00 – Environment Protection
- F. Section 01 50 00 - Temporary Facilities and Site Controls
- G. Section 01 77 00 - Contract Closeout
- H. All Division 2 Sections.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. CONTRACTOR'S materials shall be suitable for their intended use and shall conform to applicable codes and standards. Manufacturer's requirements shall be strictly adhered to by CONTRACTOR. Recycled materials may be utilized after approval by ENGINEER provided that they are sound and capable of performing their intended function.

PART 3 - EXECUTION

3.1 PREPARATION

- A. CONTRACTOR shall notify Diggers Hotline to locate underground utilities at the Site in accordance with Laws and Regulations. CONTRACTOR shall retain a private utility locator, as needed, to verify the location of underground utilities or structures.
- B. CONTRACTOR shall have submitted and obtained ENGINEER's approval for all submittals required prior to the beginning of on-site construction activities in accordance with Section 01 33 00 – Submittals and Procedures.
- C. Prior to the installation of temporary sheds, utilities, or access routes, CONTRACTOR shall field stake the location, access, and layout of other related facilities in accordance with the Contract and approved submittals (also see Section 01 50 00-Temporary Facilities and Site Controls).

3.2 INSTALLATION

- A. CONTRACTOR shall establish temporary offices, facilities, and utilities during Site mobilization prior to beginning any other construction activities.
- B. CONTRACTOR shall maintain existing access roads and all such surfaces as required in Division 2 Sections.
- C. CONTRACTOR shall establish waste stockpile and material storage areas. The size of these areas shall accommodate staged wastes or required products of individual sections with allowance for inspection. To the extent practicable, the storage areas shall be graded to promote drainage away from waste stockpiles or material storage and erosion control measures shall be implemented in accordance with the Demolition and Stabilization Plan.
- D. CONTRACTOR shall establish decontamination facilities for personnel and equipment (if applicable).

3.3 MAINTENANCE AND CLEANING

- A. CONTRACTOR shall maintain buildings and equipment areas in a neat and orderly fashion at all times to the satisfaction of ENGINEER and OWNER including periods between construction seasons.

3.4 EQUIPMENT AND TOOLS

- A. CONTRACTOR shall deliver to the job-site all construction equipment, tools, materials and supplies necessary for the performance of the Work.
- B. CONTRACTOR shall perform safety inspections prior to use for all equipment and tools received on Site.

3.5 LABOR FORCE

- A. CONTRACTOR shall establish a work force sufficient to commence and sustain the Work as required by the schedule. The work force shall consist of competent and trained workers.
- B. General Site workers (such as equipment operators, general laborers, and supervisory personnel) shall be required to have completed appropriate training in accordance with health and safety guidelines established in the Standard Operating Safety Guides, prepared by the EPA Office of Emergency and Remedial Response, Hazardous Response Support Division, September 1984, and the Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities, October 1985, and OSHA standards for hazardous waste operations (29 Code of Federal Regulations (CFR) 1910.120).

3.6 DEMOBILIZATION

- A. CONTRACTOR shall remove all waste, including excess construction material, segregated waste, contaminated material or equipment, building debris, rubble, and foreign material. Haul and access roads shall be completely cleared of waste and debris. Potentially contaminated material shall be decontaminated prior to disposal.
- B. CONTRACTOR shall disconnect and remove all temporary utilities installed by the CONTRACTOR.
- C. Fine grading shall be in accordance with the Drawings and Laws and Regulations.

3.7 INSPECTION

- A. When the Work has been substantially completed, CONTRACTOR shall make an inspection of the Work with ENGINEER and OWNER in accordance with the requirements of Section 01 77 00- Contract Closeout. ENGINEER will determine the acceptability and completeness of the Work. The OWNER's final acceptance of the Work shall follow correction of any deficiencies noted by the ENGINEER and OWNER.

END OF SECTION

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SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.

1.2 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. Comparable Product: Product that is demonstrated and approved by Engineer through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. In addition to the basis-of-design product description, product attributes and characteristics may be listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.3 SUBMITTALS

- A. Comparable Product Request Submittal: Submit request for consideration of each comparable product. Identify basis-of-design product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
 - 2. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within seven days of receipt of a comparable product

request. Engineer will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

- a. Form of Engineers's Approval of Submittal: As specified in Section 01 33 00 "Submittal Procedures."
 - b. Use product specified if Engineer does not issue a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 01 33 00 "Submittal Procedures." Show compliance with requirements.

1.4 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.
- C. Storage:
1. Store products to allow for inspection and measurement of quantity or counting of units.
 2. Store materials in a manner that will not endanger Project structure.
 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
 5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 6. Protect stored products from damage and liquids from freezing.

7. Provide a secure location and enclosure at Project Site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.6 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
 3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties meeting requirements of the Contract Documents.
 4. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration of Comparable Products: Engineer will consider Contractor's request for comparable product when the following conditions are satisfied. If the following

conditions are not satisfied, Engineer may return requests without action, except to record noncompliance with these requirements:

1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant product qualities include attributes such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
2. Evidence that proposed product provides specified warranty.
3. List of similar installations for completed projects with project names and addresses, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.
- B. Related Requirements:
 - 1. Section 01 78 39 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.

1.2 ACTION SUBMITTALS

- A. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- B. Certified List of Incomplete Items: Final submittal at final completion.

1.3 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

1.4 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.

2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by the Owner. Label with manufacturer's name and model number.
 5. Submit testing, adjusting, and balancing records.
 6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Advise Owner of pending insurance changeover requirements.
 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 3. Complete startup and testing of systems and equipment.
 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
 6. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 7. Complete final cleaning requirements.
 8. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.

1.5 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Section 01 29 00 "Payment Procedures."
 2. Completed Punch List Signed by Contractor: Submit a copy of Engineers Substantial Completion Inspection Punch List endorsed and dated by Engineer. Copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.

4. Submit Lien Releases from all sub-contractors
5. Submit Stormwater Notice of Termination

- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1.6 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Submit list of incomplete items in the following format:
 - a. MS Excel electronic file. Engineer will return annotated file.

1.7 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Engineer for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
 1. Submit by email or delivery of thumb drive to Engineer.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - EXECUTION

2.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - c. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - d. Sweep concrete floors broom clean in unoccupied spaces.
 - e. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - f. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
 - g. Leave Project clean and ready for occupancy.
- B. Construction Waste Disposal: Comply with waste disposal requirements in Section 01 50 00 "Temporary Facilities and Controls."
- C. Complete repair and restoration operations, before requesting inspection for determination of Substantial Completion.
- D. Repair, or remove and replace, defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

END OF SECTION

SECTION 01 78 39 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
1. Record Drawings.
 2. Record Specifications.
 3. Record Product Data.

1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
1. Number of Copies: Submit one set of marked-up record prints.
 2. Number of Copies: Submit copies of record Drawings as follows:
 - a. Initial Submittal:
 - 1) Submit PDF electronic files of scanned record prints and of electronic file prints.
 - 2) Engineer will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
 - b. Final Submittal:
 - 1) Submit PDF electronic files of scanned final record prints and 3 set(s) of prints to be delivered to owner.
 - 2) If applicable, plot each drawing file, whether or not changes and additional information were recorded.
- B. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.
1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

1.3 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data,

whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

- a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
 - e. Cross-reference record prints to corresponding photographic documentation.
 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Locations of concealed internal utilities.
 - i. Changes made by Change Order.
 - j. Changes made following Engineer's written orders.
 - k. Details not on the original Contract Drawings.
 - l. Field records for variable and concealed conditions.
 - m. Record information on the Work that is shown only schematically.
 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Engineer. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
1. Format: Same digital data software program, version, and operating system as the original Contract Drawings.
 2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
 3. Refer instances of uncertainty to Engineer for resolution.
 4. Engineer will furnish Contractor with one set of digital data files of the Contract Drawings for use in recording information. Contractor must sign "Release of Liability" waiver from Engineer prior to receiving any digital drawing files.

- C. Format: Identify and date each record Drawing; include the designation "RECORD DRAWING" in a prominent location.
 - 1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 - 2. Format: Annotated PDF electronic file with comment function enabled.
 - 3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
 - 4. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Engineer.
 - e. Name of Contractor.

1.4 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 - 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 - 4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
 - 5. Note related Change Orders, and record Drawings where applicable.
- B. Format: Submit record Specifications as annotated PDF electronic file

1.5 RECORD PRODUCT DATA

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 - 3. Note related Change Orders and record Drawings where applicable.

- C. Format: Submit record Product Data as annotated PDF electronic file
 - 1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

1.6 MAINTENANCE OF RECORD DOCUMENTS

- A. Maintenance of Record Documents: Store record documents in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Engineer during normal working hours.

PART 2 - PRODUCTS

PART 3 - EXECUTION

END OF SECTION

SECTION 02 11 40 - SOIL AND WASTE STOCKPILING AND DISPOSAL

PART 1 - GENERAL

1.1 SUMMARY

- A. This section covers requirements for stockpiling and disposal of excavated materials at the Site.
- B. Soil below clay containment cap is contaminated. Excavations shall not penetrate below clay containment cap. If soil below clay containment cap is disturbed it shall be treated as contaminated material and disposed of as required herein at the expense of the Contractor.

1.2 RELATED DOCUMENTS AND REFERENCES

- A. Society for Testing and Materials (ASTM International).
- B. Contract, General, Supplementary and Other Conditions of Division 00, the General Requirements Sections of Division 01 and the Drawings apply to Work of this Section.
- C. Wisconsin Department of Transportation (WisDOT) Standard Specifications for Construction.
- D. Section 02 11 60 – Contact Water Management
- E. Section 31 20 00 – Earth Work.

1.3 UNIT PRICES

- A. Contractor shall provide labor, equipment, tools, materials, and incidentals necessary to perform the Work as detailed on the contract drawings. Contractor shall include proper disposal of all materials not suitable or not approved for reuse on the Project.

1.4 SUBMITTALS

- A. Schedule indicating Work sequence.
 - 1. Coordinate the schedule to allow sufficient time for required testing, inspections, and installation of work of Related Sections.
 - 2. Coordinate with continuations of Owner's onsite operations.
- B. Preconstruction Photographs: Photographs or video of existing conditions. Submit before the Work begins.
- C. Daily Excavation Quantity Summary: Summary shall indicate excavation, stockpile, and hauled soil quantities. Contractor shall submit daily excavation quantity summaries to Engineer weekly.
- D. Disposal Log: Log shall indicate quantities of materials transported and disposed, date transported from site, date received at disposal facility, waste type, source of waste, load weight, and name or disposal facility. Contractor shall submit disposal log to Engineer weekly.
- E. Test reports from the independent testing facility on materials.

- F. Copies of all permits received along with any special conditions or requirements of compliance.
- G. Stockpile Locations

1.5 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen under the supervision of a Project Manager who is experienced in the necessary crafts required for proper performance of the Work.
 - 1. Project Manager shall be completely familiar with the specified requirements.
 - 2. Project Manager shall be authorized to render decisions on behalf of the Contractor.
- B. Use equipment adequate in size, capacity and number to accomplish the Work in a timely manner.
- C. Conform to applicable Federal and Wisconsin State Statutes and Rules, City of Ashland Specifications, WisDOT Specifications, the Wisconsin State Building Code, and local codes and ordinances for performance of Work, dewatering, storage, loading, transport and disposal of excess material, dust and run-off control, and emergency access to the site.

1.6 PROJECT CONDITIONS

- A. Contractor is to perform verification of existing site conditions.
 - 1. Contact Diggers Hotline One-Call online, at 811, or at (800) 242-8511 to arrange for utility location services 72 hours minimum prior to performing any work on site.
 - 2. Contractor shall determine, to the Contractor's satisfaction, the exact soils and groundwater conditions prior to submitting the Contractor's Bid.
 - a. Contractor shall identify and describe unexpected variations to subsoil conditions encountered during construction.
 - b. If requested, Contractor shall follow notification with letter and diagrams indicating conflict or problem and sufficient measurements and details to evaluate.
- B. Soil below clay containment cap is contaminated. Excavations shall not penetrate below clay containment cap. The Contractor shall notify the Engineer if the clay containment cap is penetrated and/or contaminated material is suspected in excavations.
- C. Excavated soil shall be stockpiled. Potentially contaminated material shall be segregated from other excavated soil for inspection by Engineer.
- D. Debris in Materials: Debris in material is not expected but may be encountered throughout the Project site.
- D. Contractor is to repair or replace any damaged utility line or structure at no additional cost to the Owner.
- E. Maintain benchmarks, monuments and other reference points.

1. If benchmarks, monuments and other reference points are disturbed or destroyed, benchmarks, monuments and other reference points shall be replaced or relocated by a Licensed Land Surveyor.
 2. Cost of replacing or relocating benchmarks, monuments and other reference points shall be incidental to the project
- F. Preconstruction Photographs: Inventory and record the condition of adjacent structures, underground utilities, and other construction. Provide photographs of conditions that might be misconstrued as damage caused by pile driving.

PART 2 – PRODUCTS

2.1 EQUIPMENT

- A. The Contractor shall supply materials, equipment and services required for excavation, storage and transportation of wastes associated with the Work.

PART 3 - EXECUTION

3.1 MATERIAL SEGREGATION

- A. The contractor shall establish and maintain separate stockpiles for different categories of material and maintain segregation of the materials in the separate stockpiles.
- B. The contractor shall identify stockpile locations in advance of material placement and the locations will be subject to owner or owner's representative's approval and shall be in accordance with all local or state regulations and the contract documents.

3.2 MATERIAL PLACEMENT AND STOCKPILE MAINTENANCE

- A. Stockpiles shall be maintained until the material is transported off-site or reused onsite.
- B. Contractor shall implement best management practices for Erosion Control and Storm Water Management. Contractor shall protect stockpiles to the maximum degree practicable from stormwater runoff.

3.3 WASTE CLASSIFICATION TESTING

- A. If Contaminated material is suspected, the Contractor shall notify the Engineer. An Independent Testing Laboratory shall perform sampling and analysis to classify stockpiled Excavated Fill for on-Site reuse and Impacted Material for off-Site disposal. Tester will collect waste classification samples within 2 days of receipt of a written request from contractor confirming that stockpiled soil is ready to be sampled contractor shall anticipate a 7 working day turnaround time for the results of waste classification samples. Contractor shall not dispose or move stockpiled soil until authorized by engineer. The cost of sampling and analysis will be paid for by the Contractor.

3.4 DISPOSAL

- A. Contractor shall be responsible for removal and disposal of all wastes generated at the site.

Contractor shall make all reasonable efforts to minimize generation of any wastes.

- B. Remove withdrawn piles or sheet piling that are not re-useable and cutoff sections of piles from site and legally dispose of them off-site.
- C. Remove demolition debris and legally dispose of off-site.
- D. Contractor shall be responsible for making all arrangements for acceptance of waste and transporting wastes, including contaminated material, to off-site disposal locations.
- E. Off-Site Disposal Facilities shall be approved by the Owner.
- F. Contractor shall be responsible for obtaining and paying for all permits and fees required for transporting and disposing of wastes.
- G. Contractor shall not combine materials from other projects with materials from the site.
- H. Contractor shall utilize appropriate vehicles and operating practices to prevent spillage or leakage of materials from occurring on-site or en route. The Contractor shall be responsible for any actions necessary to clean material spilled in transit or mud tracked off-site.

END OF SECTION

SECTION 02 11 60 - CONTACT WATER MANAGEMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: requirements for management of potentially contaminated water and liquids ("Contact Water") at the Site.

1.2 RELATED DOCUMENTS AND REFERENCES

- A. Society for Testing and Materials (ASTM International).
- B. Contract, General, Supplementary and Other Conditions of Division 00, the General Requirements Sections of Division 01 and the Drawings apply to Work of this Section.
- C. City of Ashland, Wisconsin Construction Standards.
- D. Wisconsin Department of Transportation (WisDOT) Standard Specifications for Construction. If there is a conflict between WisDOT and the City of Ashland specifications, the City of Ashland specifications shall govern.
- E. Geotechnical Evaluation Report provided by Braun Intertec. Report #B14-02346.01 dated April 19, 2019.

1.3 UNIT PRICES

- A. Contractor shall provide labor, equipment, tools, materials, and incidentals necessary to perform the Work as detailed on the contract drawings. Contractor shall include proper disposal of all materials not suitable or not approved for reuse on the Project.

1.4 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen under the supervision of a Project Manager who is experienced in the necessary crafts required for proper performance of the Work Qualifications.
 - 1. Project Manager shall be completely familiar with the specified requirements.
 - 2. Project Manager shall be authorized to render decisions on behalf of the Contractor.
- B. Use equipment adequate in size, capacity and number to accomplish the Work in a timely manner.
- C. Conform to applicable Federal and Wisconsin State Statutes and Rules, City of Ashland Specifications, WisDOT Specifications, the Wisconsin State Building Code, and local codes and ordinances for performance of Work, dewatering, transport and disposal of excess material, dust and run-off control, and emergency access to the site.

1.5 PROJECT CONDITIONS

- A. The following types of Contact Water may be generated, requiring collection and management in association with this project:
 - 1. Groundwater that enters excavation areas below clay containment cap during the Work; and
 - 2. Storm water that collects in excavation areas below clay containment cap during the Work.
- B. Work includes performing dewatering excavations using pumps to transfer water from excavations to tanks for sediment removal, and discharge to the conveyance piping to sanitary sewer system in accordance with a permit with the City of Ashland obtained by the Contractor.
- C. Contact Waters shall be filtered or allowed to settle in the tank to minimize the amount of sediment discharged to the sanitary sewer. Contact water sediment and discharge shall be in accordance with Federal, State, and the City of Ashland Regulations.
- D. Debris in Materials: It is expected that concrete, wood, and metal debris will be encountered throughout the Project site. Debris shall be contained, removed, and disposed of in accordance with Federal, State, and the City of Ashland Regulations.
- E. Contractor is to perform verification of existing site conditions.
 - 1. Contact Diggers Hotline online, at 811 or at (800) 242-8511 to arrange for utility location services 72 hours minimum prior to performing any work on site.
 - 2. Contractor shall determine, to the Contractor's satisfaction, the exact soils and groundwater conditions prior to submitting the Contractor's Bid.
 - a. Contractor shall identify and describe unexpected variations to subsoil conditions encountered during construction.
 - b. If requested, Contractor shall follow notification with letter and diagrams indicating conflict or problem and sufficient measurements and details to evaluate
- F. Site Information: The geotechnical report for this Project is Braun Intertec Report No. B14-02346.01 dated April 19, 2019.

PART 2 - PRODUCTS

2.1 EQUIPMENT

- A. The Contractor is responsible for determining the quantities of material necessary for completing the Work.
- B. Unless otherwise indicated, all required materials shall be furnished by the Contractor.

- C. All equipment utilized for collection, transfer, and storage of Contact Water shall be certified by the Contractor to be free of any contaminants prior to first use and shall be made available for inspection by the Engineer.

PART 3 EXECUTION

3.1 CONTACT WATER COLLECTION, TREATMENT, AND DISCHARGE

- A. Contractor shall furnish and install all conveyance piping required to transport Contact Water from excavation areas to the discharge point. Under no circumstances shall the Contractor allow Contact Waters to discharge to Chequamegon Bay, the adjacent City streets, or City storm sewer.
- B. Contact Waters discharged into the City of Ashland sanitary sewer shall be in accordance with the City of Ashland permit requirements.
- C. Contractor shall notify the Owner prior to the start of dewatering. Contractor shall not remove Contact Water from excavations unless Engineer's representative is present or unless Engineer grants approval.

3.2 CONTROL OF STORM WATER

- A. Contractor shall implement best management practices for Erosion Control and Storm Water Management. Contractor shall prevent to the maximum degree practicable the entry of storm water into open excavations.
- B. Contractor shall not be paid for treatment of Contact Water created due to Contractor's failure to implement successful management practices for storm water. This determination will be made by Engineer. Under no circumstances will Contractor be compensated for treatment of storm water diverted into excavation areas.
- C. Surface water, including rainfall and related runoff, shall be diverted to prevent entry into excavations. Under no circumstances will Contractor be compensated for drying soils saturated by storm water to facilitate proper compaction. Dewatering shall be limited to that necessary to assure adequate access for utility construction.

3.3 SUBMITTALS

- A. Contractor shall submit list of materials and equipment to be used for the dewatering system installation and operation.
- B. Contractor shall maintain accurate logs of volume of water extracted, period of extraction, extraction flow rates during the operation of the dewatering system and shall submit logs to the Engineer daily.

END OF SECTION

SECTION 03 30 00 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes.
- B. Related Requirements:
 - 1. Section 32 15 50 – Dense Aggregate Base & Geogrid
 - 2. Section 32 20 00 - Earth Moving

1.2 RELATED DOCUMENTS AND REFERENCES

- A. ACI 301 – Specifications for Structural Concrete for Buildings.
- B. ACI 304 – Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete.
- C. ACI 318 – Building Code Requirements for Structural Concrete.
- D. Society for Testing and Materials (ASTM International).
- E. Contract, General, Supplementary and Other Conditions of Division 00, the General Requirements Sections of Division 01 and the Drawings apply to Work of this Section.
- F. City of Ashland, Wisconsin Construction Standards.
- G. FS TT-C-800 – Curing Compound Concrete for New and Existing Surfaces.
- H. Wisconsin Department of Transportation (WisDOT) Standard Specifications for Construction. If there is a conflict between WisDOT and the City of Ashland specifications, the City of Ashland specifications shall govern.

1.3 UNIT PRICES

- A. Contractor shall provide labor, equipment, tools, materials, and incidentals necessary to perform the Work as detailed on the contract drawings. Contractor shall include proper disposal of all materials not suitable or not approved for reuse on the Project.

1.4 SUBMITTALS

- A. Schedule indicating Work sequence.
 - 1. Coordinate the schedule to allow sufficient time for required testing, inspections, and installation of work of Related Sections.
 - 2. Coordinate with continuations of Owner's onsite operations.
- B. All materials under the provisions of Division 01 sections.
 - 1. Submit product data for all materials required for a complete installation prior to installation demonstrating that materials meet the specifications.

2. Submit manufacturer's installation instructions and recommendations prior to installation.
 3. Provide manufacturer's data on joint filler and curing compounds.
- C. Observation Repots.
- D. Experienced Land Surveyor qualifications and supervision.
- E. Test reports from the independent testing facility on materials and testing showing compliance with the Specifications.
- F. Copies of all permits received along with any special conditions or requirements of compliance.
- G. Substantiating data for concrete mix design to the Owner and the Independent Testing Agency not less than two weeks prior to concrete placement.
1. Data for mix shall, as a minimum, include the following:
 - a. Mix identification designation.
 - b. Statement of intended use for mix.
 - c. Mix proportions, including all admixtures.
 - d. Manufacturer's data and/or certification verifying conformance of all mix materials, including admixtures with specific requirements.
 - e. Wet and dry aggregate unit weight.
 - f. Entrained air content.
 - g. Design slump.
 - h. Required average strength qualification data per ACI 3201; 3.9.1, 3.9.2 and WisDOT Specification 501.
 2. Indicate amounts of mixing water to be withheld for later addition at Project site.
- H. Steel Reinforcement Shop Drawings: Drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, material, grade, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, splices and laps, mechanical connections, tie spacing, hoop spacing, and supports for concrete reinforcement.
- I. Joint Layout: Indicate proposed construction and expansion joints required to construct the structure.
1. Location of construction joints is subject to approval of the Engineer.
- J. Testing Agency Qualifications.
- K. Welding Certificates.
- L. Material Certificates: For each of the following, signed by manufacturers:
1. Cementitious materials.

2. Admixtures.
 3. Steel reinforcement and accessories.
 4. Curing compounds.
 5. Joint-filler strips.
- M. Floor surface flatness and levelness measurements indicating compliance with specified tolerances.
- N. Samples and/or mockup of formed surfaces for approval.
- O. Field quality-control reports.
- P. Meeting minutes from pre-installation conference.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified installer who employs on Project personnel qualified as ACI-certified Flatwork Technician and Finisher and a supervisor who is an ACI-certified Concrete Flatwork Technician.
- B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- C. Testing Agency Qualifications: An independent agency, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.
 2. Personnel performing laboratory tests shall be ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician, Grade I. Testing agency laboratory supervisor shall be an ACI-certified Concrete Laboratory Testing Technician, Grade II.
- D. Welding Qualifications: Qualify procedures and personnel according to AWS D1.4.
- E. Perform the Work in accordance with ACI 301 and ACI 318.
- F. Do not commence placement of concrete until mix design has been reviewed and approved by the Engineer and until copies are at the jobsite, the batch plant and the building inspection department.
- G. The complete concrete pavement Work shall give the appearance of uniformity in color, surface contour, and texture and shall be accurately constructed to line and grade.
1. The required joints shall show neat workmanship.
- H. The Contractor is to employ the services of an experienced Land Surveyor with at least four (4) years of surveying experience related to the Work. The experienced Land Surveyor shall

complete all Survey Work under the direct supervision of a Licensed Land Surveyor or Professional Engineer.

- I. Conform to applicable Federal and Wisconsin State Statutes and Rules, City of Ashland Specifications, WisDOT Specifications, the Wisconsin State Building Code, NSP's Remedial Action Quality Assurance Project Plan, and Remedial Action Health and Safety Plan, and local codes and ordinances for performance of Work, dewatering, transport and disposal of excess material, dust and run-off control, and emergency access to the site.

1.6 PROJECT CONDITIONS

- A. Instruments of record including, but not limited to; studies, reports, facility condition assessments, surveys, or plans; furnished with the Project Manual, Project Plans or available for inspection at the office of the Owner are made available for information only and are not guaranteed to be inclusive.
- B. Contractor is to perform verification of existing site conditions.
- C. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
 1. When average high and low temperature is expected to fall below 40 deg F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
 2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.
- D. Hot-Weather Placement: Comply with ACI 301 and as follows:
 1. Maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
- E. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.
- F. Maintain benchmarks, monuments and other reference points.
 1. If benchmarks, monuments and other reference points are disturbed or destroyed, benchmarks, monuments and other reference points shall be replaced or relocated by a Licensed Land Surveyor.
 2. Cost of replacing or relocating benchmarks, monuments and other reference points shall be incidental to the project.
- G. Contractor shall provide at the Contractor's expense, dewatering and unwatering as necessary for the Work that must be performed to complete this Project.

1. Comply with conditions for dewatering, unwatering, and drainage as specified in Related Sections.
2. Wastewater shall be contained and removed and disposed of off-site in accordance with specification Section 01 46 00 – Environmental Protection.

1.7 SEQUENCING

- A. Do not begin work until temporary erosion prevention and sedimentation control is in place.
- B. Comply with conditions for dewatering, unwatering, and drainage as specified in Related Sections.
- C. Conduct operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied facilities.
 1. Do not close or obstruct roadways or sidewalks without permits.
 2. Provide traffic control and/or alternate routes if required.
 3. Maintain access to adjacent areas at all times.
- D. Contractor to provide notification:
 1. Provide proper advance notification to regulatory authorities in accordance with applicable code and permit requirements for observation and inspection.
- E. Verify actual locations of other construction into which systems must fit by accurate field measurements before installation.
- F. Coordinate installation schedule with construction progress to avoid delay of the Work.
- G. All new Work shall be laid out by an experienced Land Surveyor.
- H. All work is to proceed from downstream to upstream.
- I. Obtain prior written approval from the Owner and/or regulatory authorities before deviating from the following sequence of initiation of work elements:
 1. Do not begin work until applicable permits are issued by authorities having jurisdiction
 2. Contractor to stage Work to minimize, as practicable, large expanses of exposed soil.
 3. Install temporary erosion prevention and sedimentation control measures and devices.
 4. Construct temporary construction access, parking, and staging areas.
 5. Conduct paving operations.
 6. Remove debris and clean up site.
 - a. Conduct finish grading and topsoil spreading operations per BMPs.

1.8 SCHEDULING

- A. Coordinate the schedule for Concrete Work necessary to maintain the Critical Path for subsequent work specified in related sections.
- B. Obtain necessary permission from Owner and/or regulatory authorities for Work that must be performed outside of normal work hours, on weekends, or over holidays, either as necessary to minimize the impact of temporary shutdown of utility services and traffic, or for the Contractor's convenience.

- C. Coordinate the schedule to provide for the Owner's continuing operations on or adjacent to the site.

1.9 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash, slag cement, other pozzolans, and silica fume; materials subject to compliance with requirements.
- B. w/cm Ratio: The ratio by weight of water to cementitious materials.

1.10 PRECONSTRUCTION TESTING

- A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction testing on concrete mixtures.

1.11 DELIVERY, STORAGE, AND HANDLING

- A. Contractor shall schedule the delivery of material to arrive as near as possible to the time of the placement of the material for incorporation into the Work.
- B. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending, damage, and rust.
- C. Excess Material Management
 - 1. Excess material and unsuitable material becomes the property of the Contractor and shall be removed from the site.
 - 2. The Contractor is responsible for determining the quantities of material necessary for the Work including the costs of removal of excess and unsuitable material.

1.12 WARRANTY

- A. Provide one year written warranty for all materials and workmanship against defects after completion and final acceptance of the Work under the provisions of Division 01 sections.
- B. Defects due to faulty materials or workmanship developed during the warranty period shall be satisfactorily repaired or replaced at the Contractor's expense.

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

- A. The Contractor is responsible for determining the quantities of material necessary for completing the Work.
- B. Unless otherwise indicated, all required materials shall be furnished by the Contractor.
- C. Materials required for this Work shall be new material conforming to the requirements of the referenced Specifications for the class, kind, type, size, grade and other details indicated in these Specifications or on the Plans.

2.2 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that provide continuous, true, and smooth concrete surfaces. Furnish in largest practical sizes to minimize number of joints.
 - 1. Plywood, metal, or other approved panel materials.
- B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.
- C. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch, minimum.

2.3 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615, Grade 60, deformed.
- B. Weldable Reinforcing Bars: ASTM A706, Grade 60
- C. Plain-Steel Welded-Wire Reinforcement: ASTM A 1064, plain, fabricated from as-drawn steel wire into flat sheets.
- D. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded-wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice," of greater compressive strength than concrete.
- E. Deformed Bar Anchors: ASTM A 496 Steel Wire, Deformed, For Concrete Reinforcement.
- F. Headed Stud Anchors: ASTM A 29.

2.4 CONCRETE MATERIALS

- A. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from single source, and obtain admixtures from single source from single manufacturer.
 - 1. A backup concrete Supplier may be used only if all of the required submittals have been approved.
- B. Cementitious Materials:
 - 1. Portland Cement: ASTM C 150, Type II, gray or white.
 - 2. Fly Ash: ASTM C 618, Class F.
 - 3. Slag Cement: ASTM C 989, Grade 100 or 120.
 - 4. Silica Fume: ASTM C 1240, amorphous silica.
- C. Normal-Weight Aggregates: ASTM C 33 coarse aggregate or better, graded. Provide aggregates from a single source.
 - 1. Maximum Coarse-Aggregate Size: 3/4-inch
 - 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

- D. Air-Entraining Admixture: ASTM C 260.
- E. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures and that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
 - 1. Water-Reducing Admixture: ASTM C 494, Type A.
 - 2. Retarding Admixture: ASTM C 494, Type B.
 - 3. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.
 - 4. High-Range, Water-Reducing Admixture: ASTM C 494, Type F.
 - 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494, Type G.
 - 6. Plasticizing and Retarding Admixture: ASTM C 1017, Type II.
- F. Set-Accelerating Corrosion-Inhibiting Admixture: Commercially formulated, anodic inhibitor or mixed cathodic and anodic inhibitor; capable of forming a protective barrier and minimizing chloride reactions with steel reinforcement in concrete and complying with ASTM C 494, Type C.
- G. Non-Set-Accelerating Corrosion-Inhibiting Admixture: Commercially formulated, non-set-accelerating, anodic inhibitor or mixed cathodic and anodic inhibitor; capable of forming a protective barrier and minimizing chloride reactions with steel reinforcement in concrete.
- H. Water: ASTM C 94 and potable.

2.5 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
- B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- C. Water: Potable.
- D. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.

2.6 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.

2.7 REPAIR MATERIALS

- A. Repair Overlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/4 inch and that can be filled in over a scarified surface to match adjacent floor elevations.
 - 1. Cement Binder: ASTM C 150, Portland cement.
 - 2. Primer: Product of topping manufacturer recommended for substrate, conditions, and application.

3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand as recommended by topping manufacturer.
4. Compressive Strength: Not less than 5000 psi at 28 days when tested according to ASTM C 109.

2.8 CONCRETE MIXTURES, GENERAL

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
 1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.
- B. Cementitious Materials: Use fly ash, slag cement, and silica fume as needed to reduce the total amount of portland cement, which would otherwise be used, by no greater than 40 percent.
- C. Admixtures: Use admixtures according to manufacturer's written instructions.
 1. Use water-reducing or plasticizing admixture in concrete, as required, for placement and workability.
 2. Use water-reducing and -retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.

2.9 CONCRETE MIXTURES – BOATLAUNCH ELEMENTS

- A. Concrete for Boat Launch: Normal-weight concrete.
 1. Minimum Compressive Strength: 5000 psi at 28 days.
 2. Maximum w/cm Ratio: 0.40
 3. Slump Limit: 4 inches, plus or minus 1 inch with allowance to use superplasticizing admixture to increase up to 8 inches if desired.
 4. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for ¾-inch nominal maximum aggregate size.
- B. Reference plans for boat launch elements. If a discrepancy exists between specifications and plans, notify Engineer for clarification prior to submitting bid.

2.10 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.11 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94, and furnish batch ticket information.
 1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 90 minutes to 75 minutes; when air temperature is between 90 deg F and 95 deg F, reduce mixing and delivery time to 60 minutes. Concrete temperatures greater than 95 deg F shall be cause for rejection.

2.12 GROUT

- A. Non-shrink grout shall be Sikagrout® 212 as manufactured by the Sika Corporation, NC GROUT as manufactured by the Euclid Chemical Company, or approved equivalent.

PART 3 - EXECUTION

3.1 FORMWORK INSTALLATION

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Limit concrete surface irregularities, designated by ACI 347 as abrupt or gradual, as follows:
 - 1. Class A, 1/8 inch for smooth-formed finished surfaces.
- D. Construct forms tight enough to prevent loss of concrete mortar.
- E. Construct forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast-concrete surfaces.
- F. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.
- G. Chamfer exterior corners and edges of permanently exposed concrete.
- H. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- I. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- J. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.2 EMBEDDED ITEM INSTALLATION

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

3.3 STEEL REINFORCEMENT INSTALLATION

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

- B. Clean reinforcement of loose rust and mill scale, concrete, earth, ice, oil, and other foreign materials that reduce bond to new concrete.
- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.
- D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- E. Install welded-wire reinforcement in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least two mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.
- F. Install deformed bar anchors in accordance with AWS D1.1 Structural Welding Code – Steel Type C.
- G. Install headed stud anchors in accordance with AWS D1.1 Structural Welding Code – Steel Type B.

3.4 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Engineer.
 - 1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints unless otherwise indicated. Place $\frac{3}{4}$ " compressible filler board in the joint. Leave a $\frac{3}{4}$ " void at the top of the joint and fill with silicone joint sealer.
- C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth the concrete thickness as follows:
 - 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
 - 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch-wide joints into concrete when cutting action does not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.

3.5 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections are completed.
- B. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Engineer.

- C. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301.
 - 1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.
- D. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
 - 1. Arrange equipment so that the concrete has a vertical free-fall no greater than 5 ft.
 - 2. Deposit concrete at or near its final position to avoid segregation from lateral flow of the concrete.
 - 3. Deposit concrete in horizontal layers of depth not to exceed formwork design pressures and in a manner to avoid inclined construction joints.
 - 4. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
 - 5. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.
 - 6. For underwater concrete placement, tremie equipment and anti-washout admixtures shall be used. Contractor shall submit equipment and admixtures for underwater concrete placement.

3.6 FINISHING FLOORS AND SLABS

- A. General: Comply with ACI 302.1R recommendations for screeding, re-straightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, ramps, and elsewhere as indicated.
 - 1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Engineer before application.
- C. Groove Finish: Install grooves on concrete ramps as specified in the construction documents. See construction documents for further details and limits.
- D. Form Finish: All other areas shall have smooth form finish.

3.7 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.

- B. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces.
- C. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
 - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
 - a. Water.
 - b. Continuous water-fog spray.
 - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
 - 2. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

3.8 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair and patch defective areas as indicated in the following subparagraphs. Remove and replace concrete that cannot be repaired and patched to Engineer's approval.
- B. Patching Mortar: Mix dry-pack patching mortar, consisting of 1 part portland cement to 2-1/2 parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.
- C. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.
 - 1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01 inch wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
 - 2. After concrete has cured at least 14 days, correct high areas by grinding.
 - 3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.
 - 4. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch to match adjacent floor elevations. Prepare, mix, and apply repair topping and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
 - 5. Repair random cracks and single holes 1 inch or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.

- D. Perform structural repairs of concrete, subject to Engineer's approval, using approved materials.

3.9 FIELD QUALITY CONTROL

- A. Special Inspections: The Contractor shall engage a special inspector or qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Testing Agency: Engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.
- C. Inspections:
 - 1. Steel reinforcement placement.
 - 2. Headed bolts and studs.
 - 3. Verification of use of required design mixture.
 - 4. Concrete placement, including conveying and depositing.
 - 5. Curing procedures and maintenance of curing temperature.
 - 6. Verification of concrete strength before removal of shores and forms from beams and slabs.
- D. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
 - 1. Testing Frequency: One set of five concrete test cylinders will be taken for individual concrete structure (i.e., dolphin, pier, bollard pad, etc.) or every 50 cubic yards or less of concrete placed daily.
 - 2. Slump: ASTM C 143; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
 - 3. Air Content: ASTM C 231, pressure method, for normal-weight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
 - 4. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F and below or 80 deg F and above, and one test for each composite sample.
 - 5. Compression Test Specimens: ASTM C 31.
 - a. Cast and cure one set of five standard cylinder specimens for each composite sample.
 - 6. Compressive-Strength Tests: ASTM C 39.
 - a. Test one specimen at 7 days, three specimens at 28 days, and reserve one specimen for contingency testing at 56 days.
 - 7. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
 - 8. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
 - 9. Test results shall be reported in writing to Engineer, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive

strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.

10. Nondestructive Testing: Impact hammer, Soniscope, or other nondestructive device may be permitted by Engineer but will not be used as sole basis for approval or rejection of concrete.
 11. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Engineer. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42 or by other methods as directed by Engineer.
 12. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
 13. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.
- E. Measure floor and slab flatness and levelness according to ASTM E 1155 within 24 hours of finishing.

3.10 DISPOSAL

- A. Disposal shall be per WisDOT Specifications and per state and local ordinances.
- B. The cost of legal disposal of the materials shall be included in the Bid, and no additional compensation will be allowed.

3.11 CLEANING/REPAIR

- A. Clean the site of all debris and unused materials, and remove from site.
- B. Clean adjacent structures and dust, dirt, and debris caused by Work operations. Return adjacent areas to condition existing before Work operations began.
- C. Repair or replace existing property which is to remain that is damaged by the Work of this Section at no cost to the Owner.

END OF SECTION

SECTION 05 12 00 - STRUCTURAL STEEL

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Structural steel.
 - 2. Field-installed shear connectors.
 - 3. Grout.

1.2 RELATED DOCUMENTS AND REFERENCES

- A. Society for Testing and Materials (ASTM International)
- B. Contract, General, Supplementary and Other Conditions of Division 00, the General Requirements Sections of Division 01 and the Drawings apply to Work of this Section.
- C. City of Ashland, Wisconsin Construction Standards.
- D. Wisconsin Department of Transportation (WisDOT) Standard Specifications for Construction. If there is a conflict between WisDOT and the City of Ashland specifications, the City of Ashland specifications shall govern.

1.3 UNIT PRICES

- A. Contractor shall provide labor, equipment, tools, materials, and incidentals necessary to perform the Work as detailed on the contract drawings. Contractor shall include proper disposal of all materials not suitable or not approved for reuse on the Project.

1.4 SUBMITTALS

- A. Schedule indicating Work sequence.
 - 1. Coordinate the schedule to allow sufficient time for required testing, inspections, and installation of work of Related Sections.
 - 2. Coordinate with continuations of Owner's onsite operations.
- B. Experienced Land Surveyor qualifications and supervision.
- C. Pre-Work photographs or video before Work begins.
- D. Test reports from the independent testing facility on materials showing compliance with the Specifications.
- E. Copies of all permits received along with any special conditions or requirements of compliance.
- F. Shop Drawings: Show fabrication of structural-steel components.

1. Include details of cuts, connections, splices, camber, holes, and other pertinent data.
 2. Include embedment drawings.
 3. Indicate welds by standard AWS symbols, distinguishing between shop and field welds, and show size, length, and type of each weld. Show backing bars that are to be removed and supplemental fillet welds where backing bars are to remain.
 4. Indicate type, size, and length of bolts, distinguishing between shop and field bolts.
 5. Indicate locations and dimensions of protected zones.
 6. Identify demand critical welds.
- G. Welding certificates.
- H. Certified mill test reports for structural steel, including chemical and physical properties.
- I. Product Test Reports: For the following:
1. Bolts, nuts, and washers including mechanical properties and chemical analysis.
 2. Direct-tension indicators.
 3. Tension-control, high-strength bolt-nut-washer assemblies.
 4. Shear stud connectors.
 5. Shop primers.
 6. Nonshrink grout.
- J. Source quality-control reports.

1.5 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen under the supervision of a Project Manager who is experienced in the necessary crafts required for proper performance of the Work Qualifications:
1. Project Manager shall be completely familiar with the specified requirements.
 2. Project Manager shall be authorized to render decisions on behalf of the Contractor.
- B. Use equipment adequate in size, capacity and number to accomplish the Work in a timely manner.
- C. Conform to applicable Federal and Wisconsin State Statutes and Rules, City of Ashland Specifications, WisDOT Specifications, the Wisconsin State Building Code, NSP's Remedial Action Quality Assurance Project Plan, and Remedial Action Health and Safety Plan, and local codes and ordinances for performance of Work, dewatering, transport and disposal of excess material, dust and run-off control, and emergency access to the site.

- D. Testing and observations paid for by the Owner shall be conducted by an Independent Testing Laboratory and by, or under the direct supervision of, a Licensed Professional.
 - 1. Subsequent tests required as a result of non-conforming work shall be paid for by the Contractor.
- E. The Contractor is to employ the services of an experienced Land Surveyor with at least four (4) years of surveying experience related to the Work. The experienced Land Surveyor shall complete all Survey Work under the direct supervision of a Licensed Land Surveyor or Professional Engineer.
- F. Fabricator Qualifications: A qualified fabricator that participates in the AISC Quality Certification Program.
- G. Above Waterline Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
 - 1. Welders and welding operators performing work on bottom-flange, demand-critical welds shall pass the supplemental welder qualification testing, as required by AWS D1.8.
- H. Below Waterline Welding Qualifications: Qualify procedures and personnel according to AWS D3.6/D3.6M, "Underwater Welding Code Structural Welding Code - Steel."
- I. Comply with applicable provisions of the following specifications and documents:
 - 1. AISC 303.
 - 2. AISC 341 and 341s1.
 - 3. AISC 360.
 - 4. RCSC's "Specification for Structural Joints Using ASTM A 325 or A490 Bolts."
- J. Pre-installation Conferences: Conduct pre-installation conferences at Project Site. Note that more than one pre-installation conference may be required for each of the following:
 - 1. Structural Steel Members.
 - 2. Verification testing of pre-tensioned joints.

1.6 PROJECT CONDITIONS

- A. Coordinate installation of anchorage items to be embedded in or attached to other construction without delaying the Work. Provide setting diagrams, sheet metal templates, instructions, and directions for installation.
- B. Instruments of record including, but not limited to; studies, reports, facility condition assessments, surveys, or plans; furnished with the Project Manual, Project Plans or available for inspection at the office of the Owner/Engineer/Architect are made available for information only and are not guaranteed to be inclusive.

1.7 DEFINITIONS

- A. Structural Steel: Elements of structural-steel frame, classified by AISC 303, "Code of Standard Practice for Steel Buildings and Bridges."

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Store materials to permit easy access for inspection and identification. Keep steel members off ground and spaced by using pallets, dunnage, or other supports and spacers. Protect steel members and packaged materials from corrosion and deterioration.
 - 1. Do not store materials on structure in a manner that might cause distortion, damage, or overload to members or supporting structures. Repair or replace damaged materials or structures as directed.
- B. Store fasteners in a protected place in sealed containers with manufacturer's labels intact.
 - 1. Fasteners may be repackaged provided Owner's testing and inspecting agency observes repackaging and seals containers.
 - 2. Clean and re-lubricate bolts and nuts that become dry or rusty before use.
 - 3. Comply with manufacturers' written recommendations for cleaning and lubricating ASTM F 1852 fasteners and for retesting fasteners after lubrication.

1.9 PERFORMANCE REQUIREMENTS

- A. Connections: Provide details of connections required by the Contract Documents to be selected or completed by structural-steel fabricator or Contractor as detailed on construction documents.

1.10 WARRANTY

- A. Provide one year written warranty for all materials and workmanship against defects after completion and final acceptance of the Work under the provisions of Division 01 sections.
- B. Defects due to faulty materials or workmanship developed during the warranty period shall be satisfactorily repaired or replaced at the Contractor's expense.

PART 2 - PRODUCTS

2.1 GENERAL

- A. The Contractor is responsible for determining the quantities of material necessary for completing the Work.
- B. Unless otherwise indicated, all required materials shall be furnished by the Contractor.
- C. Materials required for this Work shall be new material conforming to the requirements of the referenced Specifications for the class, kind, type, size, grade and other details indicated in these Specifications or on the Plans

2.2 STRUCTURAL STEEL MATERIALS

- A. Wide Flange Shapes: ASTM A992

- B. Channel and Angle Shapes: ASTM A36.
- C. Plate and Bar: ASTM A36.
- D. Steel Pipe: ASTM A53 (See Section 31 6216 – Steel Piling for steel pipe pile specifications)
- E. Welding Electrodes: Comply with AWS requirements.

2.3 BOLTS, CONNECTORS, AND ANCHORS

- A. High-Strength Bolts, Nuts, and Washers: ASTM A 325, Type 1, heavy-hex steel structural bolts; ASTM A 563 heavy-hex carbon-steel nuts; and ASTM F 436, Type 1, hardened carbon-steel washers; all with plain finish.
- B. High-Strength Bolts: ASTM A193 Gr B7.
 - 1. Nuts: ASTM A194 2H
 - 2. Washers: ASTM F436
 - 3. Finish: Plain

2.4 FABRICATION

- A. Structural Steel: Fabricate and assemble in shop to greatest extent possible. Fabricate according to AISC's "Code of Standard Practice for Steel Buildings and Bridges" and AISC 360.
 - 1. Camber structural-steel members where indicated.
 - 2. Fabricate beams with rolling camber up.
 - 3. Identify high-strength structural steel according to ASTM A 6/A 6M and maintain markings until structural steel has been erected.
 - 4. Mark and match-mark materials for field assembly.
 - 5. Complete structural-steel assemblies, including welding of units, before starting shop-priming operations.
- B. Thermal Cutting: Perform thermal cutting machine to greatest extent possible.
 - 1. Plane thermally cut edges to be welded to comply with requirements in AWS D1.1/D1.1M.
- C. Bolt Holes: Cut, drill, mechanically thermal cut, or punch standard bolt holes perpendicular to metal surfaces.
- D. Holes: Provide holes required for securing other work to structural steel and for other work to pass through steel framing members.
 - 1. Cut, drill, punch holes perpendicular to steel surfaces. Do not thermally cut bolt holes or enlarge holes by burning.
- E. Shear Connectors: Prepare steel surfaces as recommended by manufacturer of shear connectors. Use automatic end welding of headed-stud shear connectors according to AWS

D1.1/D1.1M and manufacturer's written instructions.

2.5 SHOP CONNECTIONS

- A. High-Strength Bolts: Shop install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint specified.
 - 1. Joint Type: Snug tightened.
- B. Weld Connections: Comply with AWS D1.1 for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.
 - 1. Assemble and weld built-up sections by methods that will maintain true alignment of axes without exceeding tolerances in AISC 303 for mill material.

2.6 SOURCE QUALITY CONTROL

- A. Testing Agency: Owner will engage an independent testing and inspecting agency to perform shop tests and inspections and prepare test reports.
- B. Provide testing agency with access to places where structural-steel work is being fabricated or produced to perform tests and inspections. Correct deficiencies in Work that test reports and inspections indicate does not comply with the Contract Documents.
- C. Bolted Connections: Shop-bolted connections will be inspected according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
- D. Welded Connections: In addition to visual inspection, shop-welded connections will be tested and inspected according to AWS D1.1/D1.1M and the following inspection procedures, at testing agency's option:
 - 1. Liquid Penetrant Inspection: ASTM E 165.
 - 2. Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration will not be accepted.
- E. In addition to visual inspection, test and inspect shop-welded shear connectors according to requirements in AWS D1.1/D1.1M for stud welding and as follows:
 - 1. Perform bend tests if visual inspections reveal either a less-than-continuous 360-degree flash or welding repairs to any shear connector.
 - 2. Conduct tests according to requirements in AWS D1.1/D1.1M on additional shear connectors if weld fracture occurs on shear connectors already tested.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify, with steel Erector present, elevations of concrete- and masonry-bearing surfaces

and locations of anchor rods, bearing plates, and other embedment's for compliance with requirements.

- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Provide temporary shores, guys, braces, and other supports during erection to keep structural steel secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads. Remove temporary supports when permanent structural steel, connections, and bracing are in place unless otherwise indicated.

3.3 ERECTION

- A. Set structural steel accurately in locations and to elevations indicated and according to AISC 303 and AISC 360.
- B. Maintain erection tolerances of structural steel within AISC's "Code of Standard Practice for Steel Buildings and Bridges."
- C. Align and adjust various members that form part of complete frame or structure before permanently fastening. Before assembly, clean bearing surfaces and other surfaces that will be in permanent contact with members. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.
 - 1. Level and plumb individual members of structure.
 - 2. Make allowances for difference between temperature at time of erection and mean temperature when structure is completed and in service.
- D. Splice members only where indicated.
- E. Do not use thermal cutting during erection unless approved by Engineer. Finish thermally cut sections within smoothness limits in AWS D1.1.
- F. Do not enlarge unfair holes in members by burning or using drift pins. Ream holes that must be enlarged to admit bolts.
- G. Shear Connectors: Prepare steel surfaces as recommended by manufacturer of shear connectors. Use automatic end welding of headed-stud shear connectors according to AWS D1.1/D1.1M and manufacturer's written instructions.

3.4 FIELD CONNECTIONS

- A. High-Strength Bolts: Install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint specified.
 - 1. Joint Type: Snug tightened or Pre-tensioned as noted in the Plan Sheets.

- B. Weld Connections: Comply with AWS D1.1 for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.
 - 1. Comply with AISC 303 and AISC 360 for bearing, alignment, adequacy of temporary connections, and removal of paint on surfaces adjacent to field welds.
 - 2. Remove backing bars or runoff tabs, back gouge, and grind steel smooth.
 - 3. Assemble and weld built-up sections by methods that will maintain true alignment of axes without exceeding tolerances in AISC's "Code of Standard Practice for Steel Buildings and Bridges" for mill material.

3.5 FIELD QUALITY CONTROL

- A. Agency: Owner will engage a qualified independent testing and inspecting agency to inspect field welds and high-strength bolted connections.
- B. Bolted Connections: Bolted connections will be inspected according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
- C. Welded Connections: Field welds will be visually inspected according to AWS D1.1/D1.1M.
 - 1. In addition to visual inspection, field welds may be tested and inspected according to AWS D1.1 and the following inspection procedures, at testing agency's option:
 - a. Liquid Penetrant Inspection: ASTM E 165.
 - b. Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration will not be accepted.
- D. Correct deficiencies in Work that test reports and inspections indicate does not comply with the Contract Documents.
- E. In addition to visual inspection, test and inspect field-welded shear connectors according to requirements in AWS D1.1/D1.1M for stud welding and as follows:
 - 1. Perform bend tests if visual inspections reveal either a less-than-continuous 360-degree flash or welding repairs to any shear connector.
 - 2. Conduct tests according to requirements in AWS D1.1/D1.1M on additional shear connectors if weld fracture occurs on shear connectors already tested.

END OF SECTION

SECTION 31 20 00 – EARTH MOVING

PART 1 – GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Excavation and Embankments.
 - 2. Soil Correction.
 - 3. Furnishing and Placing Borrow Material.
 - 4. Structure Excavation.
 - 5. Subbase Preparation.
 - 6. Topsoil.
 - 7. Detention/Retention Ponds and Infiltration Basins.
 - 8. Temporary Construction Access and Staging Areas.
 - 9. Special Precautions.
 - 10. Disposal of Material.

1.2 RELATED DOCUMENTS AND REFERENCES

- A. Society for Testing and Materials (ASTM International).
- B. Contract, General, Supplementary and Other Conditions of Division 00, the General Requirements Sections of Division 01 and the Drawings apply to Work of this Section.
- C. City of Ashland, Wisconsin Construction Standards
- D. Wisconsin Department of Transportation (WisDOT) Standard Specifications for Construction. If there is a conflict between WisDOT and the City of Ashland specifications, the City of Ashland Specifications shall rule.
- E. Occupational Safety and Health Administration (OSHA) 29 CFR, Part 1926, Sub Part P, "Excavations and Trenches" which states that excavation safety is the sole responsibility of the Contractor.

1.3 UNIT PRICES

- A. Contractor shall provide labor, equipment, tools, materials, and incidentals necessary to perform the Work as detailed on the contract drawings. Contractor shall include proper disposal of all materials not suitable or not approved for reuse on the Project.

1.4 SUBMITTALS

- A. Schedule indicating Work sequence.
 - 1. Coordinate the schedule to allow sufficient time for required testing, inspections, and installation of work of Related Sections.
 - 2. Coordinate with continuations of Owner's onsite operations.
- B. Experienced Land Surveyor qualifications and supervision.

- C. Pre-Work photographs or video before Work begins.
- D. Materials under the provisions of Division 01 sections.
- E. Observation reports.
- F. Test reports from the independent testing facility on materials and compaction showing compliance with the Specifications.
- G. Copies of all permits received along with any special conditions or requirements of compliance.
- H. Stockpile locations.
- I. Coordination for sampling of each type of material to be used.
 - 1. Sampling shall be conducted by an Independent Testing Laboratory in accordance with accepted industry standards (ASTM).
 - a. Samples from off-site sources (borrow) shall be obtained with sufficient time to permit testing, review and approval prior to delivery to site.
 - 2. In lieu of sampling from off-site sources submit test reports completed within three months prior to delivery of material and certifications from the source that materials meet the specifications.
 - a. If subsequent testing demonstrates that the material does not meet the specifications, provide replacement material at no cost to the Owner.
- J. Project Record Documents shall include:
 - 1. In place dimensions of soil correction areas at a maximum 25-foot grid at beginning and completion of excavation.
 - 2. All borrow material delivered to the site; indicating type, weight and moisture content; at appropriate intervals to assure uninterrupted progress.
 - 3. Grade verification survey of the following elements at the specified maximum intervals.
 - a. Subgrade at boat launch pavement on a 25-foot grid and all high and low points.
 - 4. All measurements for soil correction and grade verification shall be completed by an experienced Land Surveyor with at least four (4) years of surveying experience related to the Work. The experienced Land Surveyor shall complete all Survey Work under the direct supervision of a Licensed Land Surveyor or Professional Engineer.
- K. Submit certification from experienced Land Surveyor upon completion of Work that grades are within the specified tolerance, as verified.

1.5 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen under the supervision of a Project Manager who is experienced in the necessary crafts required for proper performance of the Work Qualifications:
 - 1. Project Manager shall be completely familiar with the specified requirements.
 - a. Project Manager shall be authorized to render decisions on behalf of the Contractor.
- B. Use equipment adequate in size, capacity and number to accomplish the Work in a timely manner.

- C. Comply with governing EPA notification regulations before beginning Work. Comply with hauling and disposal regulations of authorities having jurisdiction.
- D. Conform to applicable Federal and Wisconsin State Statutes and Rules, City of Ashland Specifications, WisDOT Specifications, the Wisconsin State Building Code, and local codes and ordinances for performance of Work, dewatering, transport and disposal of excess material, dust and run-off control, and emergency access to the site.
- E. All excavations and trenches shall comply with the requirements of OSHA.
- F. Obtain all necessary permits.
 - 1. Comply with permit requirements.
 - 2. Provide an approved traffic control plan as required.
 - 3. Provide for coordination of any required inspections by permitting authority.
- G. Testing and observations paid for by the Owner shall be conducted by an Independent Testing Laboratory and by, or under the direct supervision of, a Licensed Professional.
 - 1. The Contractor shall schedule the Work so as to permit a reasonable time for testing before placing succeeding lifts of fill and shall keep the Testing Laboratory informed of progress.
 - 2. Subsequent tests required as a result of non-conforming work shall be paid for by the Contractor.
- H. The Contractor is to employ the services of an experienced Land Surveyor with at least four (4) years of surveying experience related to the Work. The experienced Land Surveyor shall complete all Survey Work under the direct supervision of a Licensed Land Surveyor or Professional Engineer.

1.6 PROJECT CONDITIONS

- A. Instruments of record including, but not limited to; studies, reports, facility condition assessments, surveys, or plans; furnished with the Project Manual, Project Plans or available for inspection at the office of the Owner are made available for information only and are not guaranteed to be inclusive.
- B. Debris in Materials: Debris in material is not expected to be encountered at the Project site. Contractor shall immediately contact Owner and Engineer if debris or obstructions are encountered.
- C. Contractor is to perform verification of existing site conditions.
 - 1. Contact Diggers Hotline One-Call online, at (800) 242-8511 to arrange for utility location services 72 hours minimum prior to performing any work on site.
 - 2. Perform minor investigative excavations to verify location of various existing underground facilities at sufficient locations to assure that no conflict with the proposed work exists and sufficient clearance is available to avoid damage to existing facilities.
 - 3. Upon discovery of conflicts or problems with existing facilities, notify Owner's authorized representative.
 - a. If requested, follow notification with letter and diagrams indicating conflict or problem and sufficient measurements and details to evaluate.

4. Contractor shall determine, to the Contractor's satisfaction, the exact soils and groundwater conditions prior to submitting the Contractor's Bid.
 - a. Contractor shall review Braun Intertec and Loucks As-Built Drawings for Kreher Park Capping and Restoration, Dated January 31, 2020, CERCLIS #WISFN0507952. Contractor shall review Braun Intertec Geotechnical Report #B14-02346.01 Dated April 19, 2019.
 - b. Contractor shall identify and describe unexpected variations to subsoil conditions encountered during construction.
 - c. If requested, Contractor shall follow notification with letter and diagrams indicating conflict or problem and sufficient measurements and details to evaluate.
- D. Contractor is to repair or replace any damaged utility line or structure at no additional cost to the Owner.
- E. When alterations to existing utilities are shown to avoid conflicts, Contractor is to coordinate the removal and/or relocation of conflicting existing utilities with the utility's Owner at no additional cost to the Owner.
- F. Maintain benchmarks, monuments and other reference points.
 1. If benchmarks, monuments and other reference points are disturbed or destroyed, benchmarks, monuments and other reference points shall be replaced or relocated by a Licensed Land Surveyor.
 2. Cost of replacing or relocating benchmarks, monuments and other reference points shall be incidental to the project.
- G. Contractor shall provide at the Contractor's expense, dewatering and unwatering as necessary for the Work that must be performed to complete this Project.
 1. Comply with conditions for dewatering, unwatering, and drainage as specified in Related Sections.

1.7 SEQUENCING

- A. Do not begin work until temporary erosion prevention and sedimentation control is in place.
- B. Comply with conditions for dewatering, unwatering, and drainage as specified in Related Documents and References Section.
 1. Wastewater shall be contained and removed and disposed of off-site in accordance with specification Section 01 46 00 – Environmental Protection.
- C. Conduct operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied facilities.
 1. Do not close or obstruct roadways or sidewalks without permits.
 2. Provide traffic control and/or alternate routes if required.
 3. Maintain access to adjacent areas at all times.
- D. Contractor to provide notification:
 1. Contact Diggers Hotline One-Call online, at (800) 242-8511 to arrange for utility location services 72 hours minimum prior to performing any work on site.

2. Notify Independent Testing Laboratory when major items of work requiring observation or testing are scheduled.
3. Provide proper advance notification to regulatory authorities in accordance with applicable code and permit requirements for observation and inspection.
- E. All work is to proceed from downstream to upstream.
- F. Obtain prior written approval from the Owner and/or regulatory authorities before deviating from the following sequence of initiation of work elements:
 1. Do not begin work until applicable permits are issued by authorities having jurisdiction
 2. Contractor to stage Work to minimize, as practicable, large expanses of exposed soil.
 3. Install temporary erosion prevention and sedimentation control measures and devices.
 4. Construct temporary construction access, parking, and staging areas.
 5. Prepare building pad.
 6. Conduct mass excavation and embankment of the site.
 7. Prepare subbase for pavement and special use areas.
 8. Remove debris and cleanup site.
 - a. Conduct finish grading and topsoil spreading operations per BMPs.

1.8 SCHEDULING

- A. Coordinate the schedule for earth moving Work necessary to maintain the Critical Path for subsequent work specified in related sections.
- B. Obtain necessary permission from Owner and/or regulatory authorities for Work that must be performed outside of normal work hours, on weekends, or over holidays, either as necessary to minimize the impact of temporary shutdown of utility services and traffic, or for the Contractor's convenience.
- C. Coordinate the schedule to provide for the Owner's continuing operations on or adjacent to the site.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Contractor shall schedule the delivery of material to arrive as near as possible to the time of the placement of the material for incorporation into the Work.
 1. The Contractor shall ship material near its optimum moisture content and protect the material from adverse weather conditions during transport.
- B. Material from offsite sources shall not be accepted for delivery until tested and approved, or certified, as specified Acceptance at Site.
 1. Material from offsite sources shall not be accepted for temporary storage until stockpile areas have been approved or verified.
 2. Materials in a frozen condition, containing ice or snow, or with excessive moisture content, shall not be accepted for delivery.
- C. Verify, or obtain approval of, locations for temporary stockpiles.

1. Construct stockpiles to provide free drainage of water from top of stockpiles and across site.
 2. Provide coordination for provision of protection of stockpiles to prevent erosion by wind and water.
 3. Protect stockpiles from contamination.
 4. Secure stockpiles against unauthorized use or removal.
- D. Excess Material Management
1. Excess material and unsuitable material delivered to the site becomes the property of the Contractor and shall be removed from the site.
 2. The Contractor is responsible for determining the quantities of material necessary for the Work including the costs of removal of excess and unsuitable material.
 3. The Contractor is not permitted to maintain a consistent high elevation within the stated tolerance to avoid removal of excess.
 4. Brokerage of excess material on the site is not permitted, or must be completed within 7 days.

1.10 DEFINITIONS

- A. Open areas shall be those areas that do not include building sites, paved areas, street rights-of-way, and parking areas.
- B. All excavation, except rock excavation, is unclassified (common excavation) and excavation of every description, regardless of material encountered within the grading limits of the project, shall be performed to the lines and grades indicated on the Plans.
- C. Rock excavation is the excavation of any hard natural substance which requires the use of explosives and/or special impact tools such as jackhammers, sledges, chisels or similar devices specially designed for use in ripping, cutting, or breaking rock, but exclusive of trench excavating machinery, as determined by the Owner
1. To be considered as rock excavation, the material shall be continuous or boulders or detached rock greater than one cubic yard in volume.
- D. Unsuitable material is defined as earth material unsatisfactory for its proposed use by composition or moisture content as determined by the Independent Testing Laboratory.
- E. Where the term suitable material is used it means earth or materials designated as being suitable for their intended use by composition as determined by the Independent Testing Laboratory.
1. Moisture conditioning may be required.
- F. Unauthorized excavation is excavation beyond the limits established for line and grade, except as necessary for soil conditioning or correction, or as approved by the Owner, will be considered unauthorized work
1. Unauthorized excavation shall be corrected or replaced to the satisfaction of the Owner, at no additional cost.
- G. Subgrade is the transition surface between elements of construction including, but not limited to, subsoil-topsoil, subsoil-planting material, subsoil-drainage fill, subsoil-aggregate base, subsoil-clay liner, etc.

1.11 WARRANTY

- A. Provide one year written warranty for all materials and workmanship against defects after completion and final acceptance of the Work under the provisions of Division 01 sections.
- B. Defects due to faulty materials or workmanship developed during the warranty period shall be satisfactorily repaired or replaced at the Contractor's expense.

PART 2 – PRODUCTS

2.1 GENERAL

- A. The Contractor is responsible for determining the quantities of material necessary for completing the Work.
- B. Unless otherwise indicated, all required materials shall be furnished by the Contractor.
- C. To the greatest extent practical, soil materials used for the Work shall consist of suitable material, as generated during prosecution of the Work and as classified by the Independent Testing Laboratory, until such supply of on-site material is depleted.
- D. Fill shall be near optimum moisture content at the time of placement and compaction.
 - 1. Remove and replace or uniformly apply moisture to dry material and blend until suitable moisture content is obtained, as determined by the Independent Testing Laboratory.
 - 2. Remove and replace or scarify and dry material that is too wet until suitable moisture content is obtained, as determined by the Testing Laboratory.
- E. Do not use materials that are frozen or that contain frost, ice, or snow.
- F. Materials shall be free from chemical contaminants including, but not limited to:
 - 1. Direct contamination or contamination of runoff from industrial areas.
 - 2. Insecticides and herbicides used in commercial agricultural or nursery production.
- G. Materials shall not contain rocks larger than six inches in greatest dimension and not more than fifteen percent of the rocks, by weight, larger than 2.5 inches in the greatest dimension unless noted otherwise on the Drawings.
 - 1. Do not permit rocks having a dimension greater than 2.5 in the upper six inches of subsoil fill or embankment, and greater than one inch within the topsoil.
- H. Unless specifically noted, materials shall not contain any amount of slag, recycled bituminous or concrete material.
- I. Should the quantity of suitable on-site material be insufficient to complete the Work, suitable borrow material, as approved by the Independent Testing Laboratory and the Engineer, shall be provided by the Contractor.

2.2 MATERIALS

- A. Subsoil shall be clean mineral soils.
- B. Granular material shall meet the requirements of WisDOT Specification 305 & 210 and ASTM D698.

1. Granular material shall be pit-run or crusher-run mineral product with 100 percent passing a three-inch sieve and, of the portion passing the one-inch sieve, not more than twenty percent passing the No. 200 sieve.
- C. Recycled material is not permitted without approval of the Engineer.
- D. Topsoil shall meet the requirements of WisDOT Specification 625.
 1. Topsoil shall be organic surface soils stripped and stockpiled on site or imported from offsite.
 2. Topsoil shall be fertile, friable, organic surface soil from the A and B soil horizons (NRCS).
 3. Topsoil shall be free of subsoil, brush, turf grasses, weeds, roots, stones larger than one inch and other deleterious matter.
 4. Maximum organic content of topsoil shall be 25 percent.
- E. Geotextile Fabric shall meet the requirements of WisDOT Specification 645 Type SAS geotextile, unless noted otherwise on the Drawings.

PART 3 – EXECUTION

3.1 GENERAL

- A. Identify required lines, levels, and contours and verify that survey benchmark and intended elevations for the Work are as indicated on the Plans.
- B. Notify affected Public and Private utility providers and comply with their requirements.
 1. Conduct investigative excavations as necessary to ensure that no conflicts exist with the proposed Work. Excavations shall remain above clay containment cap.
 2. Notify Owner's authorized representative upon discovery of conflicts and provide documentation as requested.
- C. Verify that erosion and sedimentation control devices are in place prior to beginning Work.
- D. Verify that Work of related sections necessary for initiation of Site Grading has been completed and approved.
 1. Provide notification to Owner's authorized representative of unsatisfactory conditions preventing timely and proper completion of the Work.
 2. Beginning Site Grading without notification indicates acceptance and assumed responsibility.
- E. Verify locations for temporary material stockpiles.
- F. Do not place backfill or fill material on surfaces that are muddy, frozen, covered with snow, or contain frost or ice.
 1. Protect excavation bottoms and bearing surfaces against freezing when temperatures are below 35 degrees Fahrenheit and falling.

3.2 PREPARATION

- A. Provide barricades to prohibit unauthorized entry to project site.

1. Maintain secured and protected egress and access at all times.
- B. Sidewalls and slopes of excavations shall comply with OSHA requirements and applicable building codes and ordinances.
 1. Provide necessary shoring and bracing where adequate slopes are prohibited by space restrictions and/or stability of material encountered.
 2. Close excavations with side slopes steeper than three horizontal to one vertical at the end of the workday or barricade and post with warning lights.
- C. The Owner's activities may continue in and about the site during construction.
 1. Install barricades necessary to provide a safe zone between construction work and Owner's operations.
- D. Protect existing plant material within the construction limits which are to remain.
 1. Provide or maintain temporary barricades and fencing consistent with Division 01 requirements.
 2. Do not allow stockpiling of material, storage of equipment, or vehicle parking beneath trees.
- E. Protect utilities, equipment, and structures within the construction limits which are newly constructed or are to remain.
 1. Provide bracing, underpinning, or shoring as needed to prevent movement or settlement.
 2. Place backfill uniformly around structures to prevent wedging action.
 3. Monitor use of heavy equipment and provide alternate methods if risk of damage is present.
 4. Provide soil cover, planks, or other protective covering over pavements that must be crossed to prevent damage by extreme loads, or lugged or tracked equipment.
 5. Provide overfill of material at utilities with less than three feet of cover until ready for finish grading.
- F. Use of explosives is not permitted.
- G. Repair or replace property which is to remain, that is damaged by the work, to the satisfaction of the Owner.
- H. Obtain writing permission or permits from adjacent property owners, public and private, if construction activities will infringe upon or limit access to their property.

3.3 GENERAL EARTHWORK CONSTRUCTION

- A. All grading shall be in accordance with WisDOT Specification 305 and per these Specifications.
- B. Use equipment adequate in size and capacity to complete the Work in a timely manner without undue waste or over-compaction of materials.
- C. Perform excavation, including soil correction, and construct embankments of every type of material encountered to the lines, grades and elevations indicated on the Plans and specified herein.

- D. When subsoil materials change or vary, as observed by the Testing Laboratory, the Contractor shall allow sufficient time for sampling and testing for suitability prior to placing the material in embankments.
 - 1. Allow sufficient time for testing of exposed subgrades and each lift of embankment material prior to placing additional material.
 - 2. All exposed subgrades and completed embankments beneath pavements and structures, including oversize, shall be proof rolled in the presence of, and under the recommendations of, the Testing Laboratory.
- E. Excavated material shall be classified for reuse as being either suitable or unsuitable, subject to selective controls.
 - 1. Strip topsoil to whatever depths encountered in a manner to prevent intermingling with underlying subsoil or other objectionable material.
 - a. Where existing trees are indicated to remain, leave existing topsoil in place within drip lines to prevent damage to root system.
 - b. Topsoil shall be segregated from other materials during the excavation embankment and stockpiling operations.
 - 2. To the extent practical, granular materials shall be segregated from other materials during the excavation and stockpiling operations so as to permit the best use of the available materials at the time of embankment.
- F. On slopes steeper than five horizontal to one vertical, or as determined by the Testing Laboratory, prepare the slope by over-excavating and flattening the slope in terraces not less than ten feet in width prior to placing embankment.
 - 1. Scarify and recompact surface soils beneath pavements and structures, to a depth of one foot or as recommended by the Testing Laboratory, prior to placing fill on existing surfaces that are within two feet of finished grade or subgrade.
 - 2. Place suitable fill material in maximum eight-inch loose lifts, or as otherwise specified, prior to compaction.
 - a. If subsequent testing shows that compaction is easily achieved or cannot be achieved, adjust loose lift thickness or compaction methods based on recommendations of the Testing Laboratory.
 - b. In non-critical areas, when the initial level of compactive effort has been established, the Testing Laboratory may, at their option, verify compaction by visual observation and/or hand auger testing of consolidation of materials.
 - 3. Subsoil in embankments shall not contain rocks larger than six inches in greatest dimension within the top twelve inches or larger than three inches within the top six inches of the completed embankment unless noted otherwise in the Drawings.
 - 4. Minimum oversize for controlled fill beneath structures and pavement shall extend two feet beyond exterior of footings or one foot beyond pavement limits and 1:1 down and out, or as recommended by the Geotechnical Report and/or Testing Laboratory.
- G. For finish grading provide uniformly smooth and blend slopes within the specified tolerance, including adjacent transition areas.

1. Provide uniform slopes between points where spot elevations are shown on the Plans or between such points and existing surfaces.
 2. Where a change in slope is indicated on the Plans; in the absence of a distinct toe, top, or ridgeline; construct a uniform rolled transition with a nominal radius of eight feet, unless prohibited by adjacent conditions or such transition will prohibit drainage.
 3. Provide a positive slope of not less than two percent away from structures.
- H. Recondition or replace soft or yielding areas resulting from construction operations, freezing, or wetting of soils.
1. Scarify and rework as necessary in areas sensitive to over compaction, i.e. haul paths over lawn areas.
- I. Immediately notify Owner's authorized representative upon discovery of rock, as defined in paragraph 1.10C.

3.4 SOIL CORRECTION

- A. Over-excavate as necessary to remove existing unsuitable soil, weak soils, or unconsolidated fill beneath structures, including oversize as specified.
1. Termination depths of excavations shall be determined by the Owner's authorized representative based on recommendations by the Testing Laboratory.
 2. Excavations shall remain above clay containment cap.
- B. Provide for observation and testing of exposed surfaces at termination depth of soil excavation.
1. Surface compact, scarify and recompact, or provide additional soil correction excavation as recommended by the Testing Laboratory.
- C. Provide embankment with suitable material as specified for General Earthwork Construction.
1. Use material obtained from site grading, trench excavation or structure excavation prior to importing from off-site sources. Excavations shall remain above clay containment cap.
 2. Provide compaction as specified for each use area.

3.5 CONSTRUCTION ACCESS, PARKING AND STAGING AREAS

- A. The Contractor shall assume total responsibility for design, construction, and maintenance of access and haul roads, and construction parking and staging areas.
- B. Use of permanent facilities for these purposes will require prior written approval from the Owner's authorized representative.

3.6 ROADWAYS, PARKING AREAS, DRIVES AND WALKS

- A. Excavate to subgrade elevation of top of subsoil.
1. Surface compact exposed subsoil.
 2. Proof roll surfaces in the presence of the Testing Laboratory.
 3. Provide needed soil correction as recommended by Testing Laboratory.
- B. In embankment areas, scarify and recompact or surface compact exposed subsoil to the oversize limits beneath pavements.

1. Proof roll surfaces in the presence of the Testing Laboratory.
 2. Provide needed soil correction as recommended by Testing Laboratory.
 3. Construct controlled embankments with suitable material to bottom of subbase or pavement section.
- C. Construct subbase of granular material or select granular material or modified select granular material.
1. Where subbase is select granular material or modified select granular material, allow for installation of any needed subgrade drains and/or geotextile fabric.

3.7 SITE TOLERANCES

- A. Asphalt and Exterior Concrete Pavements
1. Subgrade Surfaces: Minus 0.10 feet to plus 0.05 feet.
 2. Thickness of Granular Materials: 0.05 feet.
 3. Deviation from design slope: Not greater than 0.2 percent in fifty feet.

3.8 SPECIAL PRECAUTIONS

- A. Do not allow subsurface water to accumulate in excavations.
1. Remove water to prevent soil changes detrimental to stability or workability of subgrades and trench bottoms.
 - a. Provide and maintain pumps, well points, suction and discharge lines and any other dewatering system components necessary to convey water.
 - b. Do not use trench excavations or partially installed utility lines as temporary drainage conveyances.
 - c. Contaminated water (Contact Water) may be generated from ground water or storm water that collect in excavation areas below clay containment cap. Refer to Section 02 11 60 – Contact Water Management.
 2. Prevent surface water from flowing into excavations and from flooding the site.
 - a. All surfaces; except ponds, basins; shall be finished such that they will not impound surface water.
 - b. Establish and maintain temporary drainage ditches and diversions as necessary to control flow across or around site and away from building pads and pavement areas.
 3. Coordinate and sequence Work and cooperate with Work of related Sections required to prevent erosion and control sediment from dewatering operations within the construction limits.
 - a. Convey water removed from excavations and diverted surface waters to collecting or runoff areas secured against sediment transport.
 - b. Do not allow sediment laden water to be discharged from the site.
 - c. Allow for installation of necessary erosion control devices as work progresses according to the means and methods of construction.

- d. Minimize exposure of disturbed soil surfaces by phasing and coordinating earthwork operations with final paving and turf establishment as is practicable.
- B. Suspend Work and provide required notifications to the Owner and regulatory authorities upon discovery or verifiable suspicion of hazardous waste or contaminated material.
 - 1. Contractor shall implement best management practices for Erosion Control and Storm Water Management to prevent the spread of the suspected hazardous waste. Minimum requirements for erosion control methods are presented in the Construction Drawings.
- C. Use means necessary and practicable to prevent dust becoming a nuisance to the public and interfering with completion of other Work being performed on the site.
 - 1. Sprinkle surfaces with water and/or provide "snow fence" to prevent airborne transport of sediments.
 - 2. Provide hoses, connections, meters and transport for dust control watering and/or snow fence installation.
 - 3. Pay all fees for use of water.

3.9 FIELD QUALITY CONTROL

- A. The Independent Testing Laboratory shall conduct testing of materials proposed for use on the project, perform observation of earthwork operations and provide recommendations to the Owner as subsoil conditions and/or materials may vary; including but not limited to the following:
 - 1. Testing and approval of materials from off site locations shall be provided.
 - 2. Testing and classification for suitability of use of materials encountered during excavation.
 - 3. Observation of proof rolling and testing of all exposed subgrades and excavated bases beneath footings, slabs, pavements, and other structures and prior to placing embankments or backfilling.
 - 4. Observation and reports of groundwater conditions encountered.
 - 5. Recommendations for over excavation and soil correction or surface compaction of subsoil.
 - 6. Observation, testing, and reports of embankment construction, fill, and backfill.
 - 7. Other tests as recommended by the Testing Laboratory and approved by the Owner.
- B. Methods of testing shall be conducted in accordance with Section References or as recommended by the Testing Laboratory and approved by the Owner.
- C. Frequency of density tests shall be:
 - 1. Boat Launch:
 - a. One per lift per 2,500 square feet but not less than three per lift total.
 - 2. Any additional testing recommended by the Testing Laboratory, to verify constructability or compliance with the specifications, and as approved by the Owner.

- D. Compaction shall be not less than the following percentages of maximum dry density as determined by the Standard Proctor test (ASTM D1557), or equivalent density standard determined by other method(s).
 - 1. All subsoil, unless otherwise noted on the plans or specifications: 95 percent.
 - 2. Embankments in basins, upper three feet of lawn and open areas, and planting beds: Compact as recommended by the Testing Laboratory to minimize risk of settlement without inhibiting drainage through topsoil, planting material, and subsoil, and subsequent establishment of vegetation. Contractor shall coordinate soil compaction efforts with Braun Intertec associated with existing cap.

3.10 PROTECTION AND MAINTENANCE

- A. Protect newly graded areas from traffic.
 - 1. Provide coordination for erosion protection of completed graded surfaces.
- B. Repair and reestablish grades and material density, within 48 hours, in areas affected by traffic or subsequent construction operations, in areas subject to erosion, or any settlement of material.

END OF SECTION

SECTION 31 25 00 - EROSION AND SEDIMENT CONTROL

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Erosion and Sediment Control.
 - a. Installation.
 - b. Maintenance.
 - c. Removal.
 - 2. Restoration of Area.
 - 3. Jointly, with Owner:
 - a. Erosion Control or Storm Water Pollution Prevention Plan (SWPPP).
 - 4. Other necessary permits for construction.

1.2 RELATED DOCUMENTS AND REFERENCES

- A. Society for Testing and Materials (ASTM International).
- B. Contract, General, Supplementary and Other Conditions of Division 00, the General Requirements Sections of Division 01 and the Drawings apply to Work of this Section.
- C. Wisconsin Department of Transportation (WisDOT) Standard Specifications for Construction.

1.3 SUBMITTALS

- A. Provide copies of all permits received along with any special conditions or requirements of compliance.
- B. Submit name and phone number for SWPPP Coordinator and fill out the SWPPP plan sheets with same.
- C. Submit name of personnel, dates of training, name of instructor(s) and entity providing training along with the course content (including number of hours).
- D. Submit schedule indicating Work sequence.
 - 1. Coordinate the schedule to allow sufficient time for required testing, inspections, and installation of work of Related Sections.
 - 2. Coordinate with continuations of Owner's onsite operations.
- E. Submit for all materials under the provisions of Division 01 sections.
 - 1. Submit product data for all materials required for a complete installation prior to installation demonstrating that materials meet the specifications.
 - 2. Submit manufacturer's installation instructions and recommendations prior to installation.
- F. Provide SWPPP updates and amendments as required.
- G. Provide inspections logs upon completion of the project.

1.4 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen under the supervision of a Project Manager who is experienced in the necessary crafts required for proper performance of the Work Qualifications:
 - 1. Project Manager shall be completely familiar with the specified requirements.
 - a. Project Manager shall be authorized to render decisions on behalf of the Contractor.
- B. Use equipment adequate in size, capacity and number to accomplish the Work in a timely manner.
- C. Conform to applicable Federal and Wisconsin State Statutes and Rules, City of Ashland Specifications, WisDOT Specifications, the Wisconsin State Building Code, and local codes and ordinances for performance of Work, dewatering, transport and disposal of excess material, dust and run-off control, and emergency access to the site.
- D. Obtain all necessary permits.
 - 1. Comply with permit requirements.
 - 2. Provide an approved traffic control plan as required.
 - 3. Provide for coordination of any required inspections by permitting authority.
- E. The Contractor is to employ the services of a Licensed Land Surveyor or engineer to perform the layout of the Work.

1.5 PROJECT CONDITIONS

- A. Instruments of record including, but not limited to; studies, reports, facility condition assessments, surveys, or plans; furnished with the Project Manual, Project Plans or available for inspection at the office of the Owner are made available for information only and are not guaranteed to be inclusive.
- B. Contractor is to perform verification of existing site conditions.
 - 1. Contact Diggers Hotline One-Call online, at (800) 242-8511 to arrange for utility location services 72 hours minimum prior to performing any work on site.
 - 2. Perform minor investigative excavations to verify location of various existing underground facilities at sufficient locations to assure that no conflict with the proposed work exists and sufficient clearance is available to avoid damage to existing facilities. Excavations shall remain above clay containment cap.
 - 3. Upon discovery of conflicts or problems with existing facilities, notify Owner's authorized representative.
 - a. If requested, follow notification with letter and diagrams indicating conflict or problem and sufficient measurements and details to evaluate.
- C. Contractor's is to repair or replace any damaged utility line or structure at no additional cost to the Owner.

- D. Maintain benchmarks, monuments and other reference points.
 - 1. If benchmarks, monuments and other reference points are disturbed or destroyed, benchmarks, monuments and other reference points shall be replaced or relocated by a Licensed Land Surveyor.
 - 2. Cost of replacing or relocating benchmarks, monuments and other reference points shall be incidental to the project.

1.6 SEQUENCING

- A. Do not begin work until all permits have been received and copies have been provided to the owner.
- B. Do not begin other construction work until until temporary erosion and sedimentation control is in place.
- C. Schedule an erosion and sediment control pre-construction inspection with at least 24 hours notice. For contact information, refer to project drawings.
- D. Comply with conditions for dewatering and drainage as specified in Related Sections.
- E. Conduct operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied facilities.
 - 1. Do not close or obstruct roadways or sidewalks without permits.
 - 2. Provide traffic control and/or alternate routes if required.
 - 3. Maintain access to adjacent areas at all times.
- F. Contractor to provide notification:
 - 1. Contact Diggers Hotline One-Call online, at (800) 242-8511 to arrange for utility location services 72 hours minimum prior to performing any work on site.
 - 2. Provide proper advance notification to regulatory authorities in accordance with applicable code and permit requirements for observation and inspection.
- G. Obtain prior written approval from the Owner and/or regulatory authorities before deviating from the following sequence of initiation of work elements:
 - 1. Do not begin work until applicable permits are issued by authorities having jurisdiction
 - 2. Contractor to stage Work to minimize, as practicable, large expanses of exposed soil.
 - 3. Construct temporary construction access, parking, and staging areas.
 - 4. Conduct site construction operations.
 - 5. Remove debris and clean up site.
 - a. Conduct finish grading and topsoil spreading operations per BMPs.

1.7 SCHEDULING

- A. Coordinate the schedule for erosion and sediment control Work necessary to maintain the Critical Path for subsequent Work specified in related sections.
- B. Obtain necessary permission from Owner and/or regulatory authorities for Work that must be performed outside of normal work hours, on weekends, or over holidays, either as necessary to minimize the impact of temporary shutdown of utility services and traffic, or for the Contractor's convenience.
- C. Coordinate the schedule to provide for the Owner's continuing operations on or adjacent to the site.

PART 2 - PRODUCTS

2.1 GENERAL

- A. The Contractor is responsible for determining the quantities of material necessary for completing the Work.
- B. Unless otherwise indicated, all required materials shall be furnished by the Contractor.
- C. Materials required for this Work shall be new material conforming to the requirements of the referenced Specifications for the class, kind, type, size, grade and other details indicated in these Specifications or on the Plans.

2.2 SILT FENCE

- A. Silt fence shall be per WisDot Specification 628.2.6 and Wisconsin DNR technical standard 1056.
- B. Silt Fence Standards (minimum):
 - 1. Grab Tensile Strength – 120 pounds.
 - 2. Trapezoid Tear Strength – 100 pounds.
 - 3. Mullen Burst Strength – 275 pounds.
 - 4. Water Permeability Coefficient (K) – twenty gallons per minute per square foot.
 - 5. U.V. Stability (500 hours) – Seventy percent.
 - 6. Grab Tensile Elongation – Ten percent.
 - 7. Fabric Height – Three feet.

2.3 TEMPORARY ROCK CONSTRUCTION ENTRANCE

- A. Use aggregate and geotextile fabric that confirms to Wisconsin DNR technical standard 1057.
 - 1. Aggregate in WIDNR ech standard provided above is 3-6 inch, washed, crushed stone with non-woven geotextile fabric.

2.4 EROSION CONTROL BLANKETS

- A. Erosion control blankets shall be per WisDOT specification 628.3.2 and Wisconsin DNR technical standard 1053. Natural loose weave netting mats are required along shoreline application.
 - 1. Erosion control blanket shall be machine produced mats of curled wood excelsior of eighty percent six inch or longer fiber lengths of consistent thickness with the fiber evenly distributed over the entire area of the blanket.
 - 2. The topside of each erosion control blanket shall be covered with an extruded plastic mesh.
 - 3. Erosion control blankets shall be smolder-resistant without the use of chemical additives.

2.5 INLET PROTECTION

- A. Shall be per Wiscon DNR technical standard 1060 and shall be either D-M or D-HR.

PART 3 - EXECUTION

3.1 GENERAL

- A. Exercise every precaution, throughout the construction of the project, to prevent the eroding of soil by wind or water and the silting of rivers, streams, lakes, reservoirs, other water impoundments, ground or roadway surfaces, drainage systems, or other property.
 - 1. Provide protection of the environment during the construction of this project to reduce soil erosion and siltation to meet all Local, State and Federal standards and Permit requirements.
 - 2. Minimum erosion control practices to be used for this project are as indicated on the Plans and directed by the local governing agency.
 - 3. Provide erosion and sediment control as indicated on the Plans and specified herein; including, but not limited to, construction of temporary and permanent erosion checks and controls, seeding, sodding, silt traps, barriers, silt fences, earthen berms, diversion ditches, slope and water course protection.
 - 4. The Contractor shall provide additional erosion protection as necessary according to the means, methods and sequence of construction.
- B. The Contractor is solely responsible for the cleanup of any rivers, streams, lakes, reservoirs, other water impoundments, ground or roadway surfaces or other property damaged by construction activity related to this project.
- C. Maintain, replace and remove all temporary erosion and sedimentation control devices.
- D. Maintain all permanent BMP's.
- E. Provide coordination for restoration of areas and removal of devices.
- F. Temporary erosion control shall be in accordance with:

1. WisDOT specification 628.
 2. The permits of other agencies having jurisdiction with this Project.
 3. Wisconsin DNR stormwater construction technical standards.
- G. Erosion and sedimentation control measures are to be in place prior to commencement of construction activities.
- H. Control of drainage and erosion shall include restoration work necessary to prevent siltation of public waters.
1. Restoration shall include cleanup, shaping, and replacement of topsoil and establishment of vegetative cover on all disturbed areas where water pollution potentials have been increased due to the Contractor's operations.
- I. Remove temporary devices after protected areas have been stabilized.
- J. The Contractor shall schedule and conduct operations so as to minimize erosion of soils and to prevent sediment transport.
1. Construction of drainage facilities, turf establishment items and other Contract Work which will contribute to the control of erosion and sedimentation shall be carried out concurrently with earthwork operations or as soon thereafter as practicable.
- K. The Owner's authorized representative shall have authority to limit the surface area of erodible soil that can be exposed to possible erosion at any time, without having permanent or temporary erosion control features completed and operative.
- L. While operations are in progress and prior to suspension of grading operations for longer than seven days, areas of bare soil exposed to erosion possibility shall be shaped to permit storm runoff with minimum erosion.
- M. Temporary berms, dikes, slope drains, sedimentation basins or other protection measures will be required where possibilities for water pollution exist and the permanent erosion controls are not completely operative.
1. No discharge water from dewatering operations shall be discharged directly into lakes, streams, wetlands or storm drains without being treated. Refer to Section 02 11 60 – Contact Water Management for contaminated water requirements.
- N. All disturbed areas, where there is no construction activities to be scheduled within the next seven days, shall be temporary seeded/covered within 48 hours after construction activity ceases in that area.
1. Stabilize the normal wetted perimeter of any drainage ditch or swale that drains water from any portion of the construction site or diverts water around the site, within 200 feet from the property edge, or from the point of discharge into any surface water. Stabilize the last 200 feet within 24 hours after connecting to a surface water or property edge.
 2. Stabilize ditches or swales that are being used as a sediment containment system within 24 hours after no longer being used as a sediment containment system.

3. Seeding shall be per WisDOT 630
- O. Pipe outlets must be provided with temporary or permanent energy dissipation devices within 24 hours after connection to a surface water.
 1. Surface water is as defined by the EPA and includes curb and gutters.
- P. All expenses incurred in complying with the provisions hereof and effectively preventing pollution of public waters shall be borne by the Contractor with no direct compensation being made therefore.

3.2 EROSION CONTROL INSTALLATION

- A. The Contractor shall install inlet protection at existing and new catchbasins within the construction zone.
 1. Placement of erosion control fabric beneath drainage grates is not permitted.
 2. The devices shall be sized to fit the catch basin opening and shall be fastened according to the manufacturer's instructions.
 3. The inlet protections shall be removed, emptied and replaced when the level of silt rises above the midpoint.
 4. The inlet protection shall be permanently removed only after permanent surfaces are established and all loose silt on the surface adjacent to the device has been removed.
- B. Construct a rock construction entrance at points where vehicles enter and leave the construction site.
 1. Clear the entrance and exit area of all vegetation, roots and other objectionable material and properly grade and place rock to the dimensions shown on the Plans.
 2. Install temporary piping to maintain existing drainage as required.
 3. Construct drainage channels to carry water to a sediment trap or other suitable outlet.
 4. Use geotextile fabrics to improve the stability of the entrance in locations subject to seepage or high water table.
 5. The rock construction entrance shall be at least fifty feet long and the width shall be at least twenty feet wide to allow for adequate width of turning movements.
 6. The aggregates shall be placed in a layer at least six inches thick.
 7. The rock construction entrance shall be constructed to permit truck tires to sink in slightly which helps remove mud from the tires as the truck passes over the pad.
 8. Maintain the entrance in a condition to prevent mud or sediment from leaving the construction site by periodic replacement.

- a. As the rock voids become clogged with mud and are not effectively trapping sediment, the Contractor shall replace the rock, construct a new rock entrance or add additional rock to the top of the rock construction entrance.

C. Installation of Silt Fence:

1. Dig or scrape a minimum six inch by six inch trench where fence is to be installed or ensure sufficient fill material is available.
2. Unroll fence by section along the trench or the predetermined path.
3. Position posts on the downstream side of the fence.
4. Drive posts into undisturbed soil until six inches of fabric is in the trench or laying on ground.
5. Place fill material in the trench or on the fabric flap and tamp.
6. In areas where water build-up other than sheet flow is expected or experienced, provide additional metal or wooden posts or woven wire fabric between the fence posts for increased support.
7. After restoration work has been completed and the turf has been established, the Contractor shall remove and dispose of the silt fence.

D. Erosion blankets shall be used at slopes greater than three feet horizontal to one foot vertical and berms, ditches and other "hard to hold" problem areas.

1. Apply wood fiber erosion blanket (regular type) per WisDOT Specification Section 628.
2. Properly prepare, fertilize and seed areas to be covered before blanket is applied.
3. When the blanket is unrolled, netting should be on top and fibers in contact with the soil over the entire area.
4. In ditches, apply blankets in the direction the water flows, butting them at the ends and sides and then stapling.
5. On slopes, apply blankets either horizontally or vertically to the slope, butt ends and sides and then staple.
6. Use wire staples, 0.091 inch in diameter or greater, "U" shaped with legs six inches in length and a one inch crown.
 - a. Size and gauge of staples used will vary with soil conditions.
 - b. Drive staples vertically into the ground spaced to manufacturer's recommendations.

3.3 MAINTENANCE OF EROSION CONTROL MEASURES

- A. Maintain all erosion and sedimentation control measures and devices.**

1. Erosion control measures shall remain in place until other means of permanent control such as turf establishment and paving have taken place.
2. Erosion control measures shall remain in place until removal is approved by the Owner's authorized representative.
- B. Repair or replace any erosion control devices, which have been disrupted during construction operations.
- C. When silt fence and/or sediment filters have sedimentation built-up to 1/2 height of the silt fence and or sediment filters, the Contractor is to remove the build-up.
 1. The soils are either to be taken off the site or to a location on the site where it can be used.
- D. This work and material shall be considered incidental to the Contract and no additional compensation shall be made therefore.

3.4 INSPECTION AND CLEANING

- A. Inspect all erosion control devices and repair and/or clean it out as necessary.
 1. At least once every seven (7) days,
 2. Within 24 hours after a rainfall event greater than 0.5 inches in 24 hours, and
- B. Immediately remove materials spilled, washed or tracked onto public roadways by shoveling and sweeping.
 1. Material tracked onto public roadways shall be removed by the end of each work day.

3.5 NOTICE OF TERMINATION (N.O.T)

- A. Erosion and sediment control BMPs are to remain in place until N.O.T is granted by the City of Ashland.
- B. Once the site has reached 70% good vegetative cover then call Allen Best to set up N.O.T inspection. Please call, at a Minimum, 24 hours prior to needing inspection.
- C. Once inspection is passed and City has issued N.O.T (verbally to contractor/owner with letter to follow), BMPs shall be removed and no other land disturbing activity related to the project can occur.

END OF SECTION

SECTION 31 51 00.10 – TIE RODS

PART 1 – GENERAL

1.1 SUMMARY

- A. Section Includes: Tie Rods

1.2 RELATED DOCUMENTS AND REFERENCES

- A. Society for Testing and Materials (ASTM International)
 - 1. ASTM A722 – Standard Specification for High-Strength Steel Bars for Prestressed Concrete.
 - 2. ASTM A615 – Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement.
- B. Contract, General, Supplementary and Other Conditions of Division 00, the General Requirements Sections of Division 01 and the Drawings apply to Work of this Section.
- C. City of Ashland, Wisconsin Construction Standards.
- D. Wisconsin Department of Transportation (WisDOT) Standard Specifications for Construction. If there is a conflict between WisDOT and the City of Ashland specifications, the City of Ashland specifications shall govern.
- E. Occupational Safety and Health Administration (OSHA) 29 CFR, Part 1926, Sub Part P, "Excavations and Trenches" which states that excavation safety is the sole responsibility of the Contractor.

1.3 UNIT PRICES

- A. Contractor shall provide labor, equipment, tools, materials, and incidentals necessary to perform the Work as detailed on the Contract Drawings. Contractor shall include proper disposal of all materials not suitable or not approved for reuse on the Project.
- A. Work of this Section is affected as follows:
 - 1. Additional payment for number of Tie Rods in excess of that indicated, and credit for number of Tie Rods less than that indicated, is calculated at unit prices stated in the Contract.
 - 2. Unit prices include labor, materials, tools, equipment, and incidentals for furnishing and installing Tie Rods, and disposing of cutoffs.
 - 3. No payment is made for rejected Tie Rods, including Tie Rods damaged during handling or driving.

1.4 SUBMITTALS

- A. Manufacturer information. Manufacturer is required to have at least five (5) years of experience in the design and manufacture of high-strength Tie Rods.
- B. Product data including cut sheets.

- C. Hardware including hex nuts, washers, plates, spacers, couplers, turnbuckles, and vertical supports.
- D. Installation procedure.
- E. Shop drawings.
- F. Corrosion protection (if required).

1.5 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen under the supervision of a Project Manager who is experienced in the necessary crafts required for proper performance of the Work Qualifications:
 - 1. Project Manager shall be completely familiar with the specified requirements.
 - a. Project Manager shall be authorized to render decisions on behalf of the Contractor.
- B. Use equipment adequate in size, capacity and number to accomplish the Work in a timely manner.
- C. Installer Qualifications: Authorized representative who is trained and approved for installation of units required for this Project.

1.6 PROJECT CONDITIONS

- A. Instruments of record including, but not limited to; studies, reports, facility condition assessments, surveys, or plans; furnished with the Project Manual, Project Plans or available for inspection at the office of the Owner are made available for information only and are not guaranteed to be inclusive.
- B. Debris in Materials: Tie Rod installation will be above the mudline and is not expected to be affected by potential existing site debris. If debris or obstructions are encountered, immediately notify Owner and Engineer.
- C. Contractor is to perform verification of existing site conditions.
 - 1. Contact Diggers Hotline online, at 811 or at (800) 242-8511 to arrange for utility location services 72 hours minimum prior to performing any work on site.
 - 2. Perform minor investigative excavations to verify location of various existing underground facilities at sufficient locations to assure that no conflict with the proposed work exists and sufficient clearance is available to avoid damage to existing facilities.
 - 3. Upon discovery of conflicts or problems with existing facilities, notify Owner's authorized representative.
 - a. If requested, follow notification with letter and diagrams indicating conflict or problem and sufficient measurements and details to evaluate.
 - 4. Contractor shall determine, to the Contractor's satisfaction, the exact soils and groundwater conditions prior to submitting the Contractor's Bid.
 - a. Contractor shall identify and describe unexpected variations to subsoil conditions encountered during construction.
 - b. If requested, Contractor shall follow notification with letter and diagrams indicating conflict or problem and sufficient measurements and details to evaluate.

- D. Contractor is to repair or replace any damaged utility line or structure at no additional cost to the Owner.
- E. When alterations to existing utilities are shown to avoid conflicts, Contractor is to coordinate the removal and/or relocation of conflicting existing utilities with the utility's Owner at no additional cost to the Owner.
- F. Maintain benchmarks, monuments and other reference points.
 - 1. If benchmarks, monuments and other reference points are disturbed or destroyed, benchmarks, monuments and other reference points shall be replaced or relocated by a Licensed Land Surveyor.
 - 2. Cost of replacing or relocating benchmarks, monuments and other reference points shall be incidental to the project.
- G. Contractor shall provide at the Contractor's expense, dewatering and unwatering as necessary for the Work that must be performed to complete this Project.
 - 1. Comply with conditions for dewatering, unwatering, and drainage as specified in Related Sections.
 - 2. Wastewater shall be contained, removed, and disposed of off-site in accordance with specification Section 01 46 00 – Environmental Protection and Section 02 11 60 – Contact Water Management.

1.7 SEQUENCING

- A. Do not begin work until temporary erosion prevention and sedimentation control is in place.
- B. Comply with conditions for dewatering, unwatering, and drainage as specified in Related Documents and References Section.
 - 1. Refer to Construction Sequence in plans for dewatering and tie rod installation sequence.
- C. Conduct operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied facilities.
 - 1. Do not close or obstruct roadways or sidewalks without permits.
 - 2. Provide traffic control and/or alternate routes if required.
 - 3. Maintain access to adjacent areas at all times.
- D. Contractor to provide notification:
 - 1. Contact Diggers Hotline online, at 811 or at (800) 242-8511 to arrange for utility location services 72 hours minimum prior to performing any work on site.
 - 2. Notify Independent Testing Laboratory when major items of work requiring observation or testing are scheduled.
 - 3. Provide proper advance notification to regulatory authorities in accordance with applicable code and permit requirements for observation and inspection.

1.8 SCHEDULING

- A. Coordinate the schedule for Work necessary to maintain the Critical Path for subsequent work specified in related sections.

- B. Obtain necessary permission from Owner and/or regulatory authorities for Work that must be performed outside of normal work hours, on weekends, or over holidays, either as necessary to minimize the impact of temporary shutdown of utility services and traffic, or for the Contractor's convenience.
- C. Coordinate the schedule to provide for the Owner's continuing operations on or adjacent to the site.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Contractor shall schedule the delivery of material to arrive as near as possible to the time of the placement of the material for incorporation into the Work.
- B. Tie Rods shall be shipped lying horizontal with blocking on a flatbed carrier or in bundles. Bundles shall have multiple banding straps to help prevent bending of the Tie Rod. During loading and unloading operations, and movement to installation location, the bundles or Tie Rod shall be lifted using multiple pick points to decrease the possibility of cantilever deflections and sagging. Tie Rods shall not be dropped, dragged, or pulled off a transportation vehicle.

1.10 WARRANTY

- A. Provide one year written warranty for all materials and workmanship against defects after completion and final acceptance of the Work under the provisions of Division 01 sections.
- B. Defects due to faulty materials or workmanship developed during the warranty period shall be satisfactorily repaired or replaced at the Contractor's expense.

PART 2 – PRODUCTS

2.1 GENERAL

- A. The Contractor is responsible for determining the quantities of material necessary for completing the Work.
- B. Unless otherwise indicated, all required materials shall be furnished by the Contractor.
- C. Materials required for this Work shall be new material conforming to the requirements of the referenced Specifications for the class, kind, type, size, grade and other details indicated in these Specifications or on the Plans.

2.2 TIE RODS

- A. Size and required strength as noted in Contract Drawings.
- B. Tie Rods shall be new. Used Tie Rods will not be permitted.
- C. Tie Rods shall be continuously threaded and manufactured from a steel that is stress relieved and threaded to create concentric deformations.
- D. Thread deformations shall have close tolerances that deter the loosening of couplers, turnbuckles, or hex nuts when the Tie Rod is subject to vibration.
- E. Hex nuts shall be heavy duty hexagon head type designed for use with Tie Rod. Nuts shall develop an ultimate strength of not less than 100 percent of the guaranteed ultimate strength of the Tie Rod.

- F. Couplers and turnbuckles (if required) may be used to splice Tie Rods and shall be capable of developing 100 percent of the guaranteed ultimate strength of the Tie Rod.
- G. When additional corrosion protection is required, reference Contract Drawings for type of corrosion protection required.

PART 3 – EXECUTION

3.1 GENERAL

- A. Identify required lines, levels, and contours and verify that survey benchmark and intended elevations for the Work are as indicated on the Plans.
- B. Notify affected Public and Private utility providers and comply with their requirements.
 - 1. Conduct investigative excavations as necessary to ensure that no conflicts exist with the proposed Work.
 - 2. Notify Owner's authorized representative upon discovery of conflicts and provide documentation as requested.
- C. Verify that erosion and sedimentation control devices are in place prior to beginning Work.
- D. Verify that Work of related sections necessary for initiation of Tie Rod installation has been completed and approved.
 - 1. Provide notification to Owner's authorized representative of unsatisfactory conditions preventing timely and proper completion of the Work.
 - 2. Beginning Tie Rod Work without notification indicates acceptance and assumed responsibility.

3.2 PREPARATION

- A. Provide barricades to prohibit unauthorized entry to project site.
 - 1. Maintain secured and protected egress and access at all times.
- B. Sidewalls and slopes of excavations shall comply with OSHA requirements and applicable building codes and ordinances.
 - 1. Provide necessary shoring and bracing where adequate slopes are prohibited by space restrictions and/or stability of material encountered.
 - 2. Close excavations with side slopes steeper than three horizontal to one vertical at the end of the workday or barricade and post with warning lights.
- C. The Owner's activities may continue in and about the site during construction.
 - 1. Install barricades necessary to provide a safe zone between construction work and Owner's operations.
- D. Protect utilities, equipment, and structures within the construction limits which are newly constructed or are to remain.
 - 1. Provide bracing, underpinning, or shoring as needed to prevent movement or settlement.
 - 2. Monitor use of heavy equipment and provide alternate methods if risk of damage is present.

- E. Repair or replace property which is to remain, that is damaged by the work, to the satisfaction of the Owner.
- F. Obtain written permission or permits from adjacent property owners, public and private, if construction activities will infringe upon or limit access to their property.

3.3 INSTALLATION

- A. Tie Rods may not span greater than 25 ft without vertical supports.
- B. Backfill operations shall be conducted in a manner that minimizes Tie Rod impacts. Backfilling directly over a Tie Rod is not acceptable unless approved by Engineer.
- C. Remove damaged or defective Tie Rods and replace at Contractor's expense.

3.4 FIELD QUALITY CONTROL

- A. Special Inspections: Owner or Owner's representative will perform special inspections as necessary to observe for proper installation of Tie Rods.
- B. Tie Rods will be considered unacceptable if they are damaged, defective, installed improperly, or have excessive sag. Tie Rods that have been bent, nicked, cut, compressed (flattened in the thread section) will not be accepted.
- C. Tie Rods shall be cut using a portable band saw or an abrasive cutoff wheel to ensure that the Tie Rod is not overheated. The use of torch cutting is not permitted.
- D. Welding to Tie Rods is not permitted.
- E. Tie Rods shall not be used as grounding for welding equipment.

3.5 DISPOSAL

- A. Remove cutoff sections of Tie Rods from site and legally dispose of them off Owner's property.

END OF SECTION

SECTION 31 62 16 - STEEL PILING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Steel Pipe Piles

1.2 RELATED DOCUMENTS AND REFERENCES

- A. Society for Testing and Materials (ASTM International)
- B. Contract, General, Supplementary and Other Conditions of the Governing Specification Sections and the Drawings apply to Work of this Section.
- C. City of Ashland, Wisconsin Construction Standards.
- D. Wisconsin Department of Transportation (WisDOT) Standard Specifications for Construction. If there is a conflict between WisDOT and the City of Ashland specifications, the City of Ashland specifications shall govern.
- E. Geotechnical Evaluation Report provided by Braun Intertec. Report #B14-02346.01 dated April 19, 2019.

1.3 UNIT PRICES

- A. Contractor shall provide labor, equipment, tools, materials, and incidentals necessary to perform the Work as detailed on the contract drawings. Contractor shall furnish and install additional structural steel as required at no additional cost to Owner. Contractor shall include proper disposal of all materials not suitable or not approved for reuse on the Project.
- B. Work of this Section is affected as follows:
 - 1. Measurement will be made by the lineal foot of steel pile acceptably furnished and installed at the specified elevation.
 - 2. Additional payment for material in excess of that indicated, and credit for less than that indicated will be calculated at unit prices stated in the Contract.
 - 3. No payment will be made for piles driven out of tolerance vertically, horizontally or piles damaged during handling or driving. Contractor shall inspect all piling delivered to site prior to start of construction.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: For steel piling, show fabrication and installation details as necessary to install piling and fabricate specialty connectors.
 - 1. Indicate welds by standard AWS symbols, distinguishing between shop and field welds, and show size, length, and type of each weld.
- C. Qualification Data: For qualified Installer.

- D. Welding certificates.
- E. Provide one certified copy of mill test reports with heat numbers identified, including physical test reports and chemical analyses, and mill shipping papers to the Engineer before delivering the material to the project. Include the actual carbon, manganese, and phosphorus contents in the chemical analysis report.
- F. Field quality-control reports.
- G. Preconstruction Photographs: Photographs or video of existing conditions of adjacent construction. Submit before the Work begins.
- H. Pile-Driving Equipment Data: Include type, make, and rated energy range; weight of striking part of hammer; weight of drive cap; and, type, size, and properties of hammer cushion.
- I. Pile-driving records submitted daily.
- J. Procedures on obstruction removal during pile driving operations.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Authorized representative who is trained and approved for installation of units required for this Project.
- B. Use adequate numbers of skilled workmen under the supervision of a Project Manager who is experienced in the necessary crafts required for proper performance of the Work Qualifications.
 - 1. Project Manager shall be completely familiar with the specified requirements.
 - 2. Project Manager shall be authorized to render decisions on behalf of the Contractor.
- C. Use equipment adequate in size, capacity and number to accomplish the Work in a timely manner.
- D. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- E. The Contractor is to employ the services of an experienced Land Surveyor with at least four (4) years of surveying experience related to the Work. The experienced Land Surveyor shall complete all Survey Work under the direct supervision of a Licensed Land Surveyor or Professional Engineer.
- F. Pre-installation Conference: Conduct conference at Project site.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Delivery of piles and storage at Project site will be contractor's responsibility. Contractor shall store piles at Project site or a location approved by the owner to prevent buckling or physical damage.

1.7 PROJECT CONDITIONS

- A. Protect structures, underground utilities, and other construction from damage caused by pile driving.

- B. Site Information: Refer to Braun Interotec geotechnical report #B14-02346.01 dated April 19, 2019.
- C. Preconstruction Photographs: Inventory and record the condition of adjacent structures, underground utilities, and other construction. Provide photographs of conditions that might be misconstrued as damage caused by pile driving.

PART 2 - PRODUCTS

2.1 STEEL PILES

- A. Steel Pipe: ASTM A 252. Grade 2; Seamless or welded.

2.2 PILE ACCESSORIES: N/A

2.3 COATING: N/A

2.4 FABRICATION:

- A. Pile-Length Markings: Mark each pile with horizontal lines at 12-inch intervals; label the distance from pile tip at 60-inch intervals. Maintain markings on piles until driven.
- B. Fabricate full-length piles to eliminate splicing during driving, with ends square.
- C. Fit and weld driving points to tip of pile (if required) according to manufacturer's written instructions and AWS D1.1/D1.1M for procedures, appearance and quality of welds, and methods used in correcting welding work.

2.5 CONCRETE MATERIALS

- A. Reference Specification 03 30 00 – Cast-in-place Concrete, Section 2.9.

PART 2 - EXECUTION

3.1 DRIVING PILES

- A. General: Continuously drive piles to elevations indicated. Establish and maintain axial alignment of leads and piles before and during driving.
- B. Driving Tolerances: Drive piles without exceeding the following tolerances, measured at pile heads:
 - 1. Location: Within 2 inches from baseline indicated on plans after driving completed.
 - 2. Plumb: Maintain 1/8 inch per foot out of plumb within either plane.
- C. Withdraw damaged or defective piles and piles that exceed driving tolerances and install new piles within driving tolerances.
 - 1. Contractor is responsible for replacement of damaged piling due to improper driving and or handling of piling during the driving process. Contractor will be allowed to re-drive piles not damaged during extraction after inspection by engineer if approved by Engineer.
- D. Cutting Off: Cut off tops of driven piles square with pile axis and at elevations indicated.

3.2 CONCRETE PLACEMENT

- A. Do not place concrete until other piles within a radius of 20 feet have been driven and approved.

- B. Inspection: Before placing concrete, allow testing and inspecting agency to visually inspect and verify that each pile pipe is clean, watertight, plumb, and free of distortion or other defects.
- C. Place concrete in a continuous operation and without segregation immediately after cleaning out pile pipe.
- D. Place concrete underwater by tremie method or pumping. Control placement operations to ensure tremie is embedded no less than 60 inches into concrete, and flow of tremied concrete is continuous from bottom to top of pile pipe.
- E. Screed concrete level at cutoff elevation and apply a scoured, rough finish.

3.3 FIELD QUALITY CONTROL

- A. Special Inspections: Engineer or owner's representative will perform special inspections as necessary to observe for proper installation of piling.

3.4 TOUCHUP COATING: N/A

3.5 DISPOSAL

- A. Remove withdrawn piles that are not re-useable and cutoff sections of piles from site and legally dispose of them off Owner's property.

END OF SECTION

SECTION 32 15 50 – DENSE AGGREGATE BASE AND GEOGRID

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Subgrade Preparation.
 - 2. Bi-axial Geogrid
 - 3. Aggregate Base Course.

1.2 RELATED DOCUMENTS AND REFERENCES

- A. American Society for Testing and Materials (ASTM):
- B. Wisconsin Department of Transportation (WisDOT) Standard Specifications for Construction.
- C. City of Ashland, Wisconsin Construction Standards
- D. Section 02 11 40 -Soil and Waste Stockpiling and Disposal

1.3 UNIT PRICES

- A. Contractor shall provide labor, equipment, tools, materials, and incidentals necessary to perform the Work as detailed on the contract drawings. Contractor shall include proper disposal of all materials not suitable or not approved for reuse on the Project.

1.4 SUBMITTALS

- A. Submit schedule indicating Work sequence.
 - 1. Coordinate the schedule to allow sufficient time for required testing, inspections, and installation of work of Related Sections.
 - 2. Coordinate with continuations of Owner's onsite operations.
- B. Submit for all materials under the provisions of Division 01 sections.
 - 1. Submit product data for all materials required for a complete installation prior to installation demonstrating that materials meet the specifications.
 - 2. Submit manufacturer's installation instructions and recommendations prior to installation.
- C. Submit observation reports.
- D. Submit test reports from the independent testing facility on materials and compaction showing compliance with the Specifications.
- E. Submit certificates.
- F. Submit copies of all permits received along with any special conditions or requirements of compliance.

1.5 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen under the supervision of a Project Manager who is experienced in the necessary crafts required for proper performance of the Work Qualifications:
 - 1. Project Manager shall be completely familiar with the specified requirements.
 - a. Project Manager shall be authorized to render decisions on behalf of the Contractor.
- B. Use equipment adequate in size, capacity and number to accomplish the Work in a timely manner.
- C. Conform to applicable Federal and Wisconsin State Statutes and Rules, City of Ashland Specifications, WisDOT Specifications, the Wisconsin State Building Code, NSP's Remedial Action Quality Assurance Project Plan, and Remedial Action Health and Safety Plan and local codes and ordinances for performance of Work, dewatering, transport and disposal of excess material, dust and run-off control, and emergency access to the site.
- D. Obtain all necessary permits.
 - 1. Comply with permit requirements.
 - 2. Provide an approved traffic control plan as required.
 - 3. Provide for coordination of any required inspections by permitting authority.
- E. Testing and observations paid for by the Owner shall be conducted by an Independent Testing Laboratory and by, or under the direct supervision of, a Licensed Professional or Geotechnical Engineer.
 - 1. The Contractor shall schedule the Work so as to permit a reasonable time for testing before placing succeeding lifts and shall keep the Testing Laboratory informed of progress.
 - 2. Subsequent tests required as a result of non-conforming work shall be paid for by the Contractor.
- F. The Contractor is to employ the services of a Licensed Land Surveyor least four (4) years of surveying experience related to the Work. The experienced Land Surveyor shall complete all Survey Work under the direct supervision of an authorized representative of the Contractor

1.6 PROJECT CONDITIONS

- A. Instruments of record including, but not limited to; studies, reports, facility condition assessments, surveys, or plans; furnished with the Project Manual, Project Plans or available for inspection at the office of the Owner are made available for information only and are not guaranteed to be inclusive.
- B. Contractor is to perform verification of existing site conditions.
 - 1. Contact Diggers Hotline One-Call online, at (800) 242-8511 to arrange for utility location services 72 hours minimum prior to performing any work on site.
 - 2. Perform minor investigative excavations to verify location of various existing underground facilities at sufficient locations to assure that no conflict with the proposed work exists and sufficient clearance is available to avoid damage to existing facilities.

3. Upon discovery of conflicts or problems with existing facilities, notify Owner's authorized representative.
 - a. If requested, follow notification with letter and diagrams indicating conflict or problem and sufficient measurements and details to evaluate.
4. Contractor shall determine, to the Contractor's satisfaction, the exact soils and groundwater conditions prior to submitting the Contractor's Bid.
 - a. Contractor shall identify and describe unexpected variations to subsoil conditions encountered during construction.
 - b. If requested, Contractor shall follow notification with letter and diagrams indicating conflict or problem and sufficient measurements and details to evaluate.
- C. Contractor's is to repair or replace any damaged utility line or structure at no additional cost to the Owner.
- D. When alterations to existing utilities are shown to avoid conflicts, Contractor is to coordinate the removal and/or relocation of conflicting existing utilities with the utility's Owner at no additional cost to the Owner.
- E. Maintain benchmarks, monuments and other reference points.
 1. If benchmarks, monuments and other reference points are disturbed or destroyed, benchmarks, monuments and other reference points shall be replaced or relocated by a Licensed Land Surveyor.
 2. Cost of replacing or relocating benchmarks, monuments and other reference points shall be incidental to the project.
- F. Contractor shall provide at the Contractor's expense, dewatering as necessary for the Work that must be performed to complete this Project.
 1. Comply with conditions for dewatering and drainage as specified in Related Sections.

1.7 SEQUENCING

- A. Do not begin work until temporary erosion prevention and sedimentation control is in place.
- B. Conduct operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied facilities.
 1. Do not close or obstruct roadways or sidewalks without permits.
 2. Provide traffic control and/or alternate routes if required.
 3. Maintain access to adjacent areas at all times.
- C. Contractor to provide notification:

1. Contact Diggers Hotline One-Call online, at (800) 242-8511 to arrange for utility location services 72 hours minimum prior to performing any work on site.
 2. Provide proper advance notification to regulatory authorities in accordance with applicable code and permit requirements for observation and inspection.
- D. Coordinate installation schedule with construction progress to avoid delay of the Work.
- E. All new Work shall be laid out by a Licensed Land Surveyor.
- F. Obtain prior written approval from the Owner and/or regulatory authorities before deviating from the following sequence of initiation of work elements:
1. Do not begin work until applicable permits are issued by authorities having jurisdiction
 2. Contractor to stage Work to minimize, as practicable, large expanses of exposed soil.
 3. Install temporary erosion prevention and sedimentation control measures and devices.
 4. Construct temporary construction access, parking, and staging areas.
 5. Remove debris and clean up site.
 - a. Conduct finish grading and topsoil spreading operations per BMPs.

1.8 SCHEDULING

- A. Coordinate the schedule for aggregate installation Work necessary to maintain the Critical Path for subsequent work specified in related sections.
- B. Obtain necessary permission from Owner and/or regulatory authorities for Work that must be performed outside of normal work hours, on weekends, or over holidays, either as necessary to minimize the impact of temporary shutdown of utility services and traffic, or for the Contractor's convenience.
- C. Coordinate the schedule to provide for the Owner's continuing operations on or adjacent to the site.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Contractor shall schedule the delivery of material to arrive as near as possible to the time of the placement of the material for incorporation into the Work.
 1. The Contractor shall ship material near its optimum moisture content and protect the material from adverse weather conditions during transport.
 2. Secure stockpiles against unauthorized use or removal.
- B. Excess Material Management
 1. Excess material and unsuitable material becomes the property of the Contractor and shall be managed per section 02 11 40- Soil and Waste Stockpiling and Disposal.

2. The Contractor is responsible for determining the quantities of material necessary for the Work including the costs of removal of excess and unsuitable material.
3. The Contractor is not permitted to maintain a consistent high elevation within the stated tolerance to avoid removal of excess.

1.10 WARRANTY

- A. Provide one-year written warranty for all materials and workmanship against defects after completion and final acceptance of the Work under the provisions of Division 01 sections.
- B. Defects due to faulty materials or workmanship developed during the warrantee period shall be satisfactorily repaired or replaced at the Contractor's expense.

PART 2 - PRODUCTS

2.1 GENERAL

- A. The Contractor is responsible for determining the quantities of material necessary for completing the Work.
- B. Unless otherwise indicated, all required materials shall be furnished by the Contractor.
- C. Materials required for this Work shall be new material conforming to the requirements of the referenced Specifications for the class, kind, type, size, grade and other details indicated in these Specifications or on the Plans.
- D. Fill shall be near optimum moisture content at the time of placement and compaction.
 1. Remove and replace or uniformly apply moisture to dry material and blend until suitable moisture content is obtained, as determined by the Independent Testing Laboratory.
 2. Remove and replace or scarify and dry material that is too wet until suitable moisture content is obtained, as determined by the Testing Laboratory.
- E. Do not use materials that are frozen or that contain frost, ice, or snow.
- F. Materials shall be free from chemical contaminants including, but not limited to:
 1. Direct contamination or contamination of runoff from industrial areas.
 2. Insecticides and herbicides used in commercial agricultural or nursery production.
- G. Materials shall not contain rocks larger than six inches in greatest dimension and not more than fifteen percent of the rocks, by weight, larger than 2.5 inches in the greatest dimension.
 1. Do not permit rocks having a dimension greater than 2.5 in the upper six inches of subsoil fill or embankment, and greater than one inch within the topsoil.
- H. Unless specifically noted, materials shall not contain any amount of slag, recycled bituminous or concrete material.

- I. Should the quantity of suitable on-site material be insufficient to complete the Work, suitable borrow material, as approved by the Independent Testing Laboratory, shall be provided by the Contractor.

2.2 GEOGRID

- A. Bi-axial geogrid for stabilization of subgrade soil shall be in accordance with WisDOT Specification 645.
- B. Geogrid shall have a minimum ultimate Junction Strength of 35lb/in.

2.3 1 ¼ DENSE GRADED BASE

- A. Aggregate shall meet the requirements of WisDOT Specification 305, for 1 ¼ Dense Graded Base.
- B. Aggregate shall be 100 percent crushed quarry rock.

PART 3 - EXECUTION

3.1 GENERAL

- A. Examine the areas and conditions under which the Work of this Section will be performed.
 - 1. Correct conditions detrimental to the timely and proper completion of the Work.
 - 2. Do not proceed until unsatisfactory conditions are corrected.
- B. Verify that gradients and elevations of subgrade are correct.
 - 1. The area to be paved shall be graded to the elevation of the subgrade as shown on the Plan details.
 - a. The subgrade shall be fine graded to within ½ inch of the specified subgrade elevation.
 - b. The ½ inch is a tolerance allowance related to spot-checking.
 - c. The average of the spot checks shall cancel each other out.
 - d. The compacted subgrade shall not be consistently high or low throughout the project.
- C. Establish and maintain the required lines and grades, including crown and cross-slope, for each course during construction operations.
- D. Beginning of installation means acceptance of subgrade conditions.

3.2 SURFACE PREPARATION

- A. Subgrade preparation shall be in accordance with WisDOT Specification 350.
 - 1. Subgrade preparation shall include scarifying and drying or application of water as necessary to obtain the required density and stability.
 - 2. Compact subsoil to 95 percent of Standard Proctor Density (ASTM D698).

- B. Proof roll all prepared subgrades using a heavy, rubber-tired roller, full water truck, full dump truck, or other heavy rubber-tired equipment as approved by Engineer.
 - 1. Amount of allowable yielding shall be one inch maximum.
 - 2. The proof rolling must be observed by the Owner's authorized representative.
 - 3. Deficient Sub-grade shall be repaired at Contractor's expense and re-rolled.

3.3 GEOGRID FABRICS

- A. Geogrid shall be placed as shown on the Plans and per the details.
- B. Prior to placement of the geogrid, bring the indicated placement surface to required lines and grades, and dimensions as shown on the plans or as directed by the engineer.
- C. Geotextile, for use as a separation barrier, shall be installed in accordance with the manufacturer's recommendations, per WisDOT 645 and these Specifications.
 - 1. The material shall be placed transversely along the street to accommodate for any width requirement, without a center seam.
 - 2. After placement, pull taut and secure with clips, staples, or other devices to prevent movement of displacement.
 - 3. Place parallel strips of geogrid with a minimum overlap of 12 inches.
 - 4. Contractor shall submit plan to join two adjacent pieces of geogrid to attain a minimum Junction Strength of 35lb/in.
 - 5. Material shall be cut and sewn around curves to avoid lapping and slippage of the material.
 - 6. Cover small rips, tears, or defects in the geogrid with an additional section of geogrid, secured in place so as to overlap the damaged area by at least 3 feet in all directions.
 - 7. Tracked vehicle shall not be driven directly on the geogrid. A minimum of four inches of fill material shall be placed between the geogrid and tacks.
 - 8. Loaded haul trucks or any heavy equipment should be avoided riding over initial fill material until the total compacted fill thickness has been achieved and capable of supporting the load.

3.4 DENSE GRADED BASE PLACEMENT

- A. The subgrade, shall be tested and approved by the Independent Testing Laboratory immediately prior to placement of the aggregate base course.
- B. Trucks shall not be allowed to drive on the base until the first layer is placed and compacted as specified.
- C. Remove all castings set by others that are within the paving area and replace with metal covers.
 - 1. The castings shall be reset as outlined below.

- D. Aggregate base shall be installed in accordance with WisDOT Specification 305 and ASTM D698.
 - 1. Final compaction shall be with a smooth drum vibratory roller.
- E. Spread aggregate base over prepared subgrade to a total compacted thickness as indicated on the Plans.
- F. Place aggregate base in maximum six inch loose layers and compact.
- G. Level and contour surfaces to elevations and gradients indicated on the Plans.
- H. Compact placed aggregate materials to achieve 95 percent of its maximum dry density in accordance with ASTM D698.
 - 1. Provide one density test for every 5,000 square feet or less of aggregate base.
- I. If excess water is apparent, remove aggregate and aerate to reduce moisture content.
- J. Use handguided mechanical vibrating tamping equipment in areas inaccessible to compaction equipment.
- K. Aggregate shall be compacted and fine graded to within ½ inch of the specified top of aggregate elevation.
 - 1. The ½ inch is a tolerance allowance related to spot-checking.
 - 2. The average of the spot checks shall cancel each other out.
 - 3. The compacted subgrade shall not be consistently high or low throughout the project.
- L. Compaction tests shall be by the Specified Density Method and compacted to 95 percent of the Standard Proctor Maximum Dry Density.
- M. A final evaluation of the aggregate base shall be made by test rolling with a heavy rubber tired piece of construction equipment such as a loaded dump truck or water truck.
 - 1. Soils which rut or deflect ½ inch or more shall be corrected by scarifying, drying and recompaction or by subcutting and replacing.

END OF SECTION

SECTION 32 15 50 – DENSE AGGREGATE BASE AND GEOGRID

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Subgrade Preparation
 - 2. Aggregate Base Course
 - 3. Aggregate Fill

1.2 RELATED DOCUMENTS AND REFERENCES

- A. American Society for Testing and Materials (ASTM):
- B. Wisconsin Department of Transportation (WisDOT) Standard Specifications for Construction.
- C. City of Ashland, Wisconsin Construction Standards
- D. Section 02 11 40 -Soil and Waste Stockpiling and Disposal

1.3 UNIT PRICES

- A. Contractor shall provide labor, equipment, tools, materials, and incidentals necessary to perform the Work as detailed on the contract drawings. Contractor shall include proper disposal of all materials not suitable or not approved for reuse on the Project.

1.4 SUBMITTALS

- A. Submit schedule indicating Work sequence.
 - 1. Coordinate the schedule to allow sufficient time for required testing, inspections, and installation of work of Related Sections.
 - 2. Coordinate with continuations of Owner's onsite operations.
- B. Submit for all materials under the provisions of Division 01 sections.
 - 1. Submit product data for all materials required for a complete installation prior to installation demonstrating that materials meet the specifications.
 - 2. Submit manufacturer's installation instructions and recommendations prior to installation.
- C. Submit observation reports.
- D. Submit test reports from the independent testing facility on materials and compaction showing compliance with the Specifications.
- E. Submit certificates.
- F. Submit copies of all permits received along with any special conditions or requirements of compliance.

1.5 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen under the supervision of a Project Manager who is experienced in the necessary crafts required for proper performance of the Work Qualifications:
 - 1. Project Manager shall be completely familiar with the specified requirements.
 - a. Project Manager shall be authorized to render decisions on behalf of the Contractor.
- B. Use equipment adequate in size, capacity and number to accomplish the Work in a timely manner.
- C. Conform to applicable Federal and Wisconsin State Statutes and Rules, City of Ashland Specifications, WisDOT Specifications, the Wisconsin State Building Code, NSP's Remedial Action Quality Assurance Project Plan, and Remedial Action Health and Safety Plan and local codes and ordinances for performance of Work, dewatering, transport and disposal of excess material, dust and run-off control, and emergency access to the site.
- D. Obtain all necessary permits.
 - 1. Comply with permit requirements.
 - 2. Provide an approved traffic control plan as required.
 - 3. Provide for coordination of any required inspections by permitting authority.
- E. Testing and observations paid for by the Owner shall be conducted by an Independent Testing Laboratory and by, or under the direct supervision of, a Licensed Professional or Geotechnical Engineer.
 - 1. The Contractor shall schedule the Work so as to permit a reasonable time for testing before placing succeeding lifts and shall keep the Testing Laboratory informed of progress.
 - 2. Subsequent tests required as a result of non-conforming work shall be paid for by the Contractor.
- F. The Contractor is to employ the services of a Licensed Land Surveyor least four (4) years of surveying experience related to the Work. The experienced Land Surveyor shall complete all Survey Work under the direct supervision of an authorized representative of the Contractor

1.6 PROJECT CONDITIONS

- A. Instruments of record including, but not limited to; studies, reports, facility condition assessments, surveys, or plans; furnished with the Project Manual, Project Plans or available for inspection at the office of the Owner are made available for information only and are not guaranteed to be inclusive.
- B. Contractor is to perform verification of existing site conditions.
 - 1. Contact Diggers Hotline One-Call online, at (800) 242-8511 to arrange for utility location services 72 hours minimum prior to performing any work on site.
 - 2. Perform minor investigative excavations to verify location of various existing underground facilities at sufficient locations to assure that no conflict with the proposed work exists and sufficient clearance is available to avoid damage to existing facilities.

3. Upon discovery of conflicts or problems with existing facilities, notify Owner's authorized representative.
 - a. If requested, follow notification with letter and diagrams indicating conflict or problem and sufficient measurements and details to evaluate.
4. Contractor shall determine, to the Contractor's satisfaction, the exact soils and groundwater conditions prior to submitting the Contractor's Bid.
 - a. Contractor shall identify and describe unexpected variations to subsoil conditions encountered during construction.
 - b. If requested, Contractor shall follow notification with letter and diagrams indicating conflict or problem and sufficient measurements and details to evaluate.
- C. Contractor's is to repair or replace any damaged utility line or structure at no additional cost to the Owner.
- D. When alterations to existing utilities are shown to avoid conflicts, Contractor is to coordinate the removal and/or relocation of conflicting existing utilities with the utility's Owner at no additional cost to the Owner.
- E. Maintain benchmarks, monuments and other reference points.
 1. If benchmarks, monuments and other reference points are disturbed or destroyed, benchmarks, monuments and other reference points shall be replaced or relocated by a Licensed Land Surveyor.
 2. Cost of replacing or relocating benchmarks, monuments and other reference points shall be incidental to the project.
- F. Contractor shall provide at the Contractor's expense, dewatering as necessary for the Work that must be performed to complete this Project.
 1. Comply with conditions for dewatering and drainage as specified in Related Sections.

1.7 SEQUENCING

- A. Do not begin work until temporary erosion prevention and sedimentation control is in place.
- B. Conduct operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied facilities.
 1. Do not close or obstruct roadways or sidewalks without permits.
 2. Provide traffic control and/or alternate routes if required.
 3. Maintain access to adjacent areas at all times.
- C. Contractor to provide notification:

1. Contact Diggers Hotline One-Call online, at (800) 242-8511 to arrange for utility location services 72 hours minimum prior to performing any work on site.
2. Provide proper advance notification to regulatory authorities in accordance with applicable code and permit requirements for observation and inspection.
- D. Coordinate installation schedule with construction progress to avoid delay of the Work.
- E. All new Work shall be laid out by a Licensed Land Surveyor.
- F. Obtain prior written approval from the Owner and/or regulatory authorities before deviating from the following sequence of initiation of work elements:
 1. Do not begin work until applicable permits are issued by authorities having jurisdiction
 2. Contractor to stage Work to minimize, as practicable, large expanses of exposed soil.
 3. Install temporary erosion prevention and sedimentation control measures and devices.
 4. Construct temporary construction access, parking, and staging areas.
 5. Remove debris and clean up site.
 - a. Conduct finish grading and topsoil spreading operations per BMPs.

1.8 SCHEDULING

- A. Coordinate the schedule for aggregate installation Work necessary to maintain the Critical Path for subsequent work specified in related sections.
- B. Obtain necessary permission from Owner and/or regulatory authorities for Work that must be performed outside of normal work hours, on weekends, or over holidays, either as necessary to minimize the impact of temporary shutdown of utility services and traffic, or for the Contractor's convenience.
- C. Coordinate the schedule to provide for the Owner's continuing operations on or adjacent to the site.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Contractor shall schedule the delivery of material to arrive as near as possible to the time of the placement of the material for incorporation into the Work.
 1. The Contractor shall ship material near its optimum moisture content and protect the material from adverse weather conditions during transport.
 2. Secure stockpiles against unauthorized use or removal.
- B. Excess Material Management
 1. Excess material and unsuitable material becomes the property of the Contractor and shall be managed per section 02 11 40- Soil and Waste Stockpiling and Disposal.

2. The Contractor is responsible for determining the quantities of material necessary for the Work including the costs of removal of excess and unsuitable material.
3. The Contractor is not permitted to maintain a consistent high elevation within the stated tolerance to avoid removal of excess.

1.10 WARRANTY

- A. Provide one-year written warranty for all materials and workmanship against defects after completion and final acceptance of the Work under the provisions of Division 01 sections.
- B. Defects due to faulty materials or workmanship developed during the warrantee period shall be satisfactorily repaired or replaced at the Contractor's expense.

PART 2 - PRODUCTS

2.1 GENERAL

- A. The Contractor is responsible for determining the quantities of material necessary for completing the Work.
- B. Unless otherwise indicated, all required materials shall be furnished by the Contractor.
- C. Materials required for this Work shall be new material conforming to the requirements of the referenced Specifications for the class, kind, type, size, grade and other details indicated in these Specifications or on the Plans.
- D. Fill shall be near optimum moisture content at the time of placement and compaction.
 1. Remove and replace or uniformly apply moisture to dry material and blend until suitable moisture content is obtained, as determined by the Independent Testing Laboratory.
 2. Remove and replace or scarify and dry material that is too wet until suitable moisture content is obtained, as determined by the Testing Laboratory.
- E. Do not use materials that are frozen or that contain frost, ice, or snow.
- F. Materials shall be free from chemical contaminants including, but not limited to:
 1. Direct contamination or contamination of runoff from industrial areas.
 2. Insecticides and herbicides used in commercial agricultural or nursery production.
- G. Materials shall not contain rocks larger than six inches in greatest dimension and not more than fifteen percent of the rocks, by weight, larger than 2.5 inches in the greatest dimension.
 1. Do not permit rocks having a dimension greater than 2.5 in the upper six inches of subsoil fill or embankment, and greater than one inch within the topsoil.
- H. Unless specifically noted, materials shall not contain any amount of slag, recycled bituminous or concrete material.

- I. Should the quantity of suitable on-site material be insufficient to complete the Work, suitable borrow material, as approved by the Independent Testing Laboratory, shall be provided by the Contractor.

2.2 DENSE GRADED BASE COURSE

- A. Aggregate shall meet the requirements of WisDOT Specification 305, for ¾" Dense Graded Base.
- B. Aggregate shall be 100 percent crushed quarry rock.

2.3 AGGEGATE FILL

- A. Aggregate shall meet the requirements of WisDOT Specification 305, for 1" Open Graded Base.
- B. Aggregate shall be 100 percent crushed quarry rock

PART 3 - EXECUTION

3.1 GENERAL

- A. Examine the areas and conditions under which the Work of this Section will be performed.
 1. Correct conditions detrimental to the timely and proper completion of the Work.
 2. Do not proceed until unsatisfactory conditions are corrected.
- B. Verify that gradients and elevations of subgrade are correct.
 1. The area to be paved shall be graded to the elevation of the subgrade as shown on the Plan details.
 - a. The subgrade shall be fine graded to within ½ inch of the specified subgrade elevation.
 - b. The ½ inch is a tolerance allowance related to spot-checking.
 - c. The average of the spot checks shall cancel each other out.
 - d. The compacted subgrade shall not be consistently high or low throughout the project.
- C. Establish and maintain the required lines and grades, including crown and cross-slope, for each course during construction operations.
- D. Beginning of installation means acceptance of subgrade conditions.

3.2 SURFACE PREPARATION

- A. Foundation preparation shall be in accordance with WisDOT Specification 206 and 211.
- B. Subgrade preparation shall be in accordance with WisDOT Specification 350.
 1. Subgrade preparation shall include scarifying and drying or application of water as necessary to obtain the required density and stability.
 2. Compact subsoil to 95 percent of Standard Proctor Density (ASTM D698).

- C. Proof roll all prepared subgrades using a heavy, rubber-tired roller, full water truck, full dump truck, or other heavy rubber-tired equipment as approved by Engineer.
 - 1. Amount of allowable yielding shall be one inch maximum.
 - 2. The proof rolling must be observed by the Owner's authorized representative.
 - 3. Deficient Sub-grade shall be repaired at Contractor's expense and re-rolled.

3.3 GEOTEXTILE FABRIC

- A. Geotextile fabric shall be placed as shown on the Plans and per the details.
- B. Prior to placement of the geotextile fabric, bring the indicated placement surface to required lines and grades, and dimensions as shown on the plans or as directed by the engineer.
- C. Geotextile, for use as a separation barrier, shall be installed in accordance with the manufacturer's recommendations, per WisDOT 645.

3.4 AGGREGATE PLACEMENT

- A. The foundation shall be tested and approved by the Independent Testing Laboratory immediately prior to the placement of the aggregate fill.
- B. The subgrade, shall be tested and approved by the Independent Testing Laboratory immediately prior to placement of the aggregate base course.
- C. Trucks shall not be allowed to drive on the base until the first layer is placed and compacted as specified.
- D. Remove all castings set by others that are within the paving area and replace with metal covers.
 - 1. The castings shall be reset as outlined below.
- E. Aggregate base shall be installed in accordance with WisDOT Specification 305 and ASTM D698.
 - 1. Final compaction shall be with a smooth drum vibratory roller.
- F. Spread aggregate base over prepared subgrade to a total compacted thickness as indicated on the Plans.
- G. Place aggregate base in maximum six inch loose layers and compact.
- H. Level and contour surfaces to elevations and gradients indicated on the Plans.
- I. Compact placed aggregate materials to achieve 95 percent of its maximum dry density in accordance with ASTM D698.
 - 1. Provide one density test for every 2,500 square feet or less of aggregate base.
- J. If excess water is apparent, remove aggregate and aerate to reduce moisture content.

- K. Use handguided mechanical vibrating tamping equipment in areas inaccessible to compaction equipment.
- L. Aggregate shall be compacted and fine graded to within ½ inch of the specified top of aggregate elevation.
 - 1. The ½ inch is a tolerance allowance related to spot-checking.
 - 2. The average of the spot checks shall cancel each other out.
 - 3. The compacted subgrade shall not be consistently high or low throughout the project.
- M. Compaction tests shall be by the Specified Density Method and compacted to 95 percent of the Standard Proctor Maximum Dry Density.
- N. A final evaluation of the aggregate base shall be made by test rolling with a heavy rubber tired piece of construction equipment such as a loaded dump truck or water truck.
 - 1. Soils which rut or deflect ½ inch or more shall be corrected by scarifying, drying and recompaction or by subcutting and replacing.

END OF SECTION

SECTION 35 05 00 FLOATING DOCK SECTION

PART 1 - GENERAL:

1.1 SUMMARY

- A. This Section applies to the installation of the floating dock sections. The work required consists of furnishing all design, labor, materials and equipment, and performing all operations required to provide and install the floating dockage.
- B. The dock section installation includes the following: The work under this Division includes the furnishing of all materials, tools, labor, transportation and equipment necessary to install new sections as described herein.
- C. Codes:
 - 1. Conform to all applicable Building Codes, ordinances, laws and regulations

1.2 RELATED DOCUMENTS AND REFERENCES

- A. American Welding Society
- B. ANSII ASTM A36 -Specification for Structural Steel
- C. ANSII ASTM A123 -Specification for Zinc (Hot-Dipped Galvanized) Coatings on Iron and Steel Products
- D. ANSII ASTM A139-B -Specification for Electric-Fusion (Arc) Welded Steel Pipe
- E. ANSII ASTM A153 -Specification for Zinc Coating (Hot-Dipped) on Iron and Steel Hardware
- F. ANSII ASTM A446 -Specification for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process, Structural (physical) Quality
- G. ANSII ASTM 525 -Specification for General requirements for Steel Sheet Zinc-Coated (Galvanized) by the Hot-Dip Process
- H. ANSI IASTM A527 -Specification for steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process, Lock-Forming Quality
- I. ANSII ASTM A615 -Specification for Deformed and Plain Billet-Steel Bars for Concrete reinforcement
- J. ANSII ASTM B633 -Specification for Electro/deposited Coatings of Zinc on Iron and Steel
- K. ANSII ASTM D638 -Test Method for Tensile Properties of Plastic

- L. ANSI ASTM D1505 -Test Method for Density of Plastics by the Density-Gradient Technique
- M. ANSI ASTM D1693 -Test Method for Environmental Stress-Cracking of Ethylene plastics
- N. Steel Structures Painting Council (SSPC), SSPC-SP6
- O. ASCE Report No. 50 Design of Small Craft Harbors, Latest Edition
- P. International Great lakes datum (IGLD), 1985
- Q. American Wood Preservative Association (A WPA), Standard LP-22, LP-44, C-2, M4-79

1.3 MEASUREMENT AND PAYMENT

- A. Measurement and payment will be lump sum for the complete Dock Section Installation indicated in the Proposal for Contract Work and installed in accordance with the Plans and Specifications.

1.4 SUBMITTALS

- A. The Contractor shall submit a minimum of two (2) sets of shop drawings to the Project Supervisor.
- B. Furnish an affidavit from the material supplier certifying that the material and systems delivered to the project meet the requirements specified. In addition, an additional affidavit shall be stamped with the seal of and signed by a Licensed Professional Engineer, experienced in floating dock design, testifying that the dockage and anchorage design meets the performance requirements stated herein.
- C. Shop drawings, including detailed specifications, shall be submitted for the following:
 - 1. Dock Sections
 - 2. Complete discussion of system handling for the winter season and realignment for the boating season;

1.5 QUALITY ASSURANCE

- A. Qualifications
 - 1. Installation shall be performed by persons experienced and skilled in the trade.
 - 2. The floating dockage manufacturer shall have not less than five years continuous experience in the fabrication of floating dockage.
 - 3. The Contractor shall demonstrate to the Owner successful floating dockage installations in a similar physical and natural environment.
 - 4. The dockage manufacturer or the Contractor shall provide at least one person who shall be present during installation of this work who shall be thoroughly familiar with the type of materials being installed, the requirements of this work and who shall direct all work.

5. All welding shall be performed by operators who have been recently qualified as prescribed in "Qualifications Procedure" of the American Welding Society.

1.6 PERFORMANCE REQUIREMENTS

- A. Piers, ramps, connections, and anchorages shall be designed for the following loads and conditions:

1. Vertical

- a. Dead load shall be the entire weight of the floating piers including access ramps and appurtenances.
- b. Live load for flotation calculations shall be not less than 40 pounds/square foot (PSF) for floating piers.
- c. Structural members, deck surfaces and ramps shall be designed with a uniform live load of 50 PSF. Maximum deflection under live and dead loading shall be 1/240 of the span.
- d. Piers at dead loading in the water shall maintain a free board of 18 inches to 24 inches. Design of free board shall be indicated in the shop drawings. The free board on the overall dock system shall not vary more than 1 inch from the approved drawings. At the design load of dead load plus 40 PSF live load, a free board of not less than 10 inches shall be maintained. Extra flotation shall be installed at end sections as required to compensate for end reactions of ramps due to combined loading. Additional flotation shall be adequate to ensure that the piers shall maintain a uniform free board over the length of the pier. In addition to the above, finger piers must be designed to withstand a 400-pound total live load 2 feet from the end of the finger pier without loss of free board of more than 4 inches. The outer ends of the fingers shall be level with and no more than 2 inches higher than where the finger dock attaches to the head walk. At dead load, the two outer ends of 5/8 inch. At live load with a 200-pound load at one corner of the finger, there the fingers shall not vary in free board from side to side more than shall be not more than 2 inches of differential from corner to corner.
- e. Dock flotation, including ramp, shall be designed such that the free board criteria shall be maintained when the dock is free floating and disconnected from the main structure.
- f. Additional flotation shall be added when needed to support the additional loading from the gangway without producing any unique distortion in the floating structure.
- g. Flotation units shall and connections shall be designed that the dock acts as one structural system and one flotation unit does not deflect without adjacent units deflecting.

2. Horizontal

- a. The floating dock system shall be designed to resist a maximum wind speed of 105 mph and the resulting uniform wind load pressure of 21 psf. The loading to the dock shall consider the maximum vessel profile height normally at the dock, but a minimum height of 10.5 ft shall be considered.

- b. Impact of the largest boat normally using that slip striking the end of the finger dock at a maximum angle of 10 degrees to the centerline of that finger dock at a velocity of 2 knots (3 feet per second) or less. As a minimum, a vessel of 18,000 lbs shall be considered. The dock shall be designed for this impact even if fenders or bumpers are utilized.
 - c. The structure and system shall be designed to withstand the following storm conditions on a periodic, but not continual, basis:
 - 1) 1-foot wave during boating season
 - d. Positively prevent torsion, racking and twisting by providing sufficient built-in torsional resistance.
 - e. Tie downs/mooring cleats and connection hardware shall be designed to withstand a line load of 6,700 lbs in any direction
- B. Design water level fluctuation shall be from 600.0' to 605.0', a range of 5 feet. IGLD is defined as International Great Lakes Datum, 1985.

1.7 WARRANTY

- A. See Division 01
- B. The Contractor shall execute and deliver to the Owner, before final payment, a written guarantee of form satisfactory to the Owner. The guarantee shall state that all labor and materials (including dockage and all associated work furnished by the Contractor) are in accordance with the contract plans and specifications, and authorized alterations and additions thereto; and that, should any defect develop during the contract guarantee period as hereinafter defined, due to improper materials, workmanship, arrangement or design, those defects be corrected by the Contractor without expense to the Owner.
- C. The guarantee of all floating components and decking materials shall be ten years. The balance of all components shall be held under warranty for five years.

PART 2 - PRODUCTS

2.1 MATERIALS:

- A. Lumber shall be No. 1 Southern Pine conforming to the rules of the Southern Pine Inspection Bureau as applicable. In addition to being No.1, there shall be no loose knots, holes or wane. It shall be dried to the moisture content as per association rules. Timber cut or drilled after treatment shall receive two heavy coats of the preservative on exposed surfaces.
- 1. Timbers shall be pressure treated in accordance with AWP A U1, use category UC4A, water-borne copper-based suspension preservatives (micronized copper). The preservative shall have a retention by assay (in accordance with AWP A UC4A) of treated wood of 0.16 pounds/cubic foot for non-structural members, and 0.24 pounds/cubic foot for structural members.

- B. Structural steel shall conform to the requirements of the standard specification for structural steel, ASTM Designation A36 (Fy=36000 psi). All steel for the floating dockage shall be zinc-coated (hot dip) in accordance with the requirements of ASTM Designation A123. Minimum zinc coating required are as follows:

<u>Product Form</u>	<u>Minimum Weight (oz./Sq. ft.)</u>	<u>Minimum Thickness (Mils.)</u>
1/8" & 3/16" Steel	2.0	3.0
1/4" and thicker	2.0	3.4

All steel members shall be zinc coated after fabrication. Minimal Field Welding or drilling will be allowed, if pre-approved by the Engineer.

- C. Aluminum shall be Alloy 6061-T6 or 6351-T6 MIG welded with certified shop and welder. Filler alloy should be 5356.
- D. Hardware -bolts, lag bolts, screws, nails, flat washers and lock washers shall be of the type and size best suited for the intended use. Low carbon bolts shall conform to the requirements for Grade A bolts, ASTM Designation A325. All fasteners and miscellaneous hardware shall be zinc or cadmium coated in accordance with the requirements of ASTM Designations A153 or A633.
- E. Flotation Materials
1. Flotation units shall be designed to maintain buoyancy if structurally damaged.
 2. Float units shall be expanded polystyrene encased all around. Encasement material shall be one piece rotational-molded construction with reinforced wall thickness to maintain shape. Flotation material shall fill the encasement. Gaps in the encasement shall be no more than 1/8" wide. Flotation material shall be closed cell polystyrene. Polystyrene shall have a minimum density of approximately 0.9 pounds/cubic foot. Water absorption shall be less than 3 pounds per cubic foot at 7 days when tested by the Hunt absorption test.
 3. Encasement material shall meet the following requirements:
 - a. High-Density Cross-Linked Polyethylene:
 - 1) Minimum thickness = 0.125"
 - 2) Molding = Rotational or Extruded
 - 3) Minimum density (ASTM D1505) = 59 lbs/ft³
 - 4) Minimum tensile yield (ASTM D638) = 3200 PSI
 - 5) Environmental Stress Crack F50 (ASTM D1693) < 1000 HRS
 - 6) Vicant softening temperature (ASTM D1525) = +240° F
 - 7) Brittleness Temperature (ASTM D746) = -180° F
 - 8) Flexural Modulus (ASTM D790) = 100,000 PSI
 4. High density polyethylene shall be black, minimum 2 percent carbon black and UV stabilized.
 5. Flotation units shall be manufactured in a fashion to allow full bearing of the float on the structural frame in both vertical and lateral directions. Lateral support by bolted connections only, through the encasement, will not be accepted.

- 6. Engineer reserves the right, and shall, test the flotation units at the job site.
- F. Connections shall be designed so the units may be disconnected and moved with relative ease.
- G. Dock fenders or bumpers shall be provided on all sides and be a non-marring type, a minimum of 2 inches across consisting of rubber, neoprene, or extruded vinyl. The material shall be tough and tear-resistant and maintain flexibility to a temperature of 10 degrees Fahrenheit. Color shall be UV stabilized white.
- H. Marina based water piping shall be ASTM A-120 galvanized steel pipe. All galvanized steel pipe shall be schedule 40. All joints shall be threaded. Threaded joints shall comply with ANSI B2.1. Plastic pipe will not be permitted.

PART 3 – ACCESS

- A. Anchor piles for the dock shall be inboard of dock walls and not prohibit access to either side of the dock.
- B. Gangway shall be hinged on the concrete pier side with a minimum 2'-0" of overlap on floating dock.
- C. Gangways shall have a minimum width of 48" clear.
- D. All roller assemblies shall be protected by plastic/rubber shrouds or guards to prevent pinch points.

PART 4 - EXECUTION

HANDLING AND STORAGE

- A. Deliver product in the original containers. Piers shall be completely prefabricated by the pier manufacturer and delivered ready for direct unloading into the water. All workmanship shall be first class in all respects and any units not representing a finished and acceptable appearance will be rejected
- B. No storage of products on site without approval of the Project Supervisor
- C. All drilling and cutting of steel done after galvanizing (if approved by the Engineer) shall be painted with a zinc dust content paint. All welds over galvanized material shall be thoroughly cleaned and coated with two coats of cold galvanizing compound.
- D. All finished steel or aluminum members shall be free from twists, bends, distortions and open joints. All steel or aluminum construction shall be free of sharp edges and burrs. Ends of exposed steel members shall be rounded or beveled. All coping and mitering shall be done with care. Projecting materials and burrs which would prevent bearing of the various members on each other shall be removed.

2.2 PREPARATION

- A. Provide complete project details to the Site Manager prior to beginning.
- B. Assemble all required materials and equipment to complete project in a timely manner.

2.3 INSTALLATION

- A. Contractor shall follow manufacturer's recommendations for the installation of the new floating dock structures.
- B. Contractor shall not apply load to the floating dock while structures is not locating in the water unless dock was specifically designed for that scenario.
- C. Contractor shall clean all equipment, to leave free of dirt, dust and fingerprints.

2.4 FIELD QUALITY CONTROL

- A. The contractor shall provide project supervision to ensure the complete and proper installation of all materials and equipment

2.5 REPAIR AND RESTORATION

- A. It is the contractor's responsibility to restore work areas to a clean condition. The contractor shall clean up all debris created from the work performed. All repairs to damaged property shall be reviewed with and approved by the Project Supervisor.

END OF SECTION

SECTION 35 31 16.19 - STEEL SHEET PILING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes Steel Sheet Piles.

1.2 RELATED DOCUMENTS AND REFERENCES

- A. Society for Testing and Materials (ASTM International).
- B. Contract, General, Supplementary and Other Conditions of Division 00, the General Requirements Sections of Division 01 and the Drawings apply to Work of this Section.
- C. City of Ashland, Wisconsin Construction Standards.
- D. Wisconsin Department of Transportation (WisDOT) Standard Specifications for Construction. If there is a conflict between WisDOT and the City of Ashland specifications, the City of Ashland specifications shall govern.
- E. Geotechnical Evaluation Report provided by Braun Intertec. Report #B14-02346.01 dated April 19, 2019.

1.3 UNIT PRICES

- A. Contractor shall provide labor, equipment, tools, materials, and incidentals necessary to perform the Work as detailed on the contract drawings. Contractor shall include proper disposal of all materials not suitable or not approved for reuse on the Project.
- B. The Contractor shall be responsible for damage to existing structures including coatings on existing walls and structures during installation of proposed work.
- C. Work of this Section is affected as follows:
 - 1. Unit prices for Contractor includes labor, specialty connectors, tools, equipment, driving, alignment checks, cutting off, and furnishing and installing steel sheet pile, connectors and reinforcing as detailed.
 - 2. No payment will be made piles driven out of tolerance vertically, horizontally or piles damaged during handling or driving. Contractor shall inspect all piling delivered to site prior to start of construction.

1.4 SUBMITTALS

- A. Schedule indicating Work sequence.
 - 1. Coordinate the schedule to allow sufficient time for required testing, inspections, and installation of work of Related Sections.
 - 2. Coordinate with continuations of Owner's onsite operations.

3. Contractor shall submit construction schedule a minimum of two weeks prior to sheet pile installation to allow for owner observation.
- B. Experienced Land Surveyor qualifications and supervision.
- C. Test reports from the independent testing facility on materials showing compliance with the Specifications
- D. Preconstruction Photographs: Photographs or video of existing conditions of adjacent construction. Submit before the Work begins.
- E. Product Data: For each type of product indicated.
- F. Shop Drawings: For steel sheet piling, show fabrication and installation details as necessary to install piling and fabricate specialty connectors.
 1. Indicate welds by standard AWS symbols, distinguishing between shop and field welds, and show size, length, and type of each weld.
- G. Installer qualifications.
- H. Welding certificates.
- I. Provide on certified copy of each mill test report with heat numbers identified, including physical test reports and chemical analyses, and mill shipping papers to the Engineer before delivering the material to the project. Include the actual carbon, manganese, and phosphorus contents in the chemical analysis report.
- J. Baseline driving lane. Prepare proposed driving lane in field using reference markers based off of driving lane shown in plans. Baseline driving lane shall be approved by Engineer prior to start of Work.
- K. Daily field quality-control reports including driving logs, vertical and horizontal alignment verifications, final tip and cutoff elevations, make and model of hammer, obstructions encountered while driving, hours worked, etc. The daily field quality control report shall be submitted the same day the work was performed.

1.5 QUALITY ASSURANCE

- A. Specifications for the Steel Sheet Piling product for use on this project must be submitted to the Engineer for review not less than seven (7) calendar days prior to the bid date. The request must include:
 1. Product data and all necessary technical data to qualify the proposed product substitution.
 2. Evidence showing manufacturer has at least five (5) years' experience in the design and manufacture of Steel Sheet Piling.
- B. Use adequate numbers of skilled workmen under the supervision of a Project Manager who is experienced in the necessary crafts required for proper performance of the Work Qualifications.

1. Project Manager shall be completely familiar with the specified requirements.
2. Project Manager shall be authorized to render decisions on behalf of the Contractor.
- C. Use equipment adequate in size, capacity and number to accomplish the Work in a timely manner.
- D. Conform to applicable Federal and Wisconsin State Statutes and Rules, City of Ashland Specifications, WisDOT Specifications, the Wisconsin State Building Code, NSP's Remedial Action Quality Assurance Project Plan, and Remedial Action Health and Safety Plan, and local codes and ordinances for performance of Work, dewatering, transport and disposal of excess material, dust and run-off control, and emergency access to the site.
- E. Testing and observations paid for by the Owner shall be conducted by an Independent Testing Laboratory and by, or under the direct supervision of, a Licensed Professional.
 1. Subsequent tests required as a result of non-conforming work shall be paid for by the Contractor.
- F. The Contractor is to employ the services of an experienced Land Surveyor with at least four (4) years of surveying experience related to the Work. The experienced Land Surveyor shall complete all Survey Work under the direct supervision of a Licensed Land Surveyor or Professional Engineer.
- G. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- H. Installer Qualifications: Authorized representative who is trained and approved for installation of units required for this project.
- I. Pre-installation Conference: Conduct conference at the project site.

1.6 PROJECT CONDITIONS

- A. Instruments of record including, but not limited to; studies, reports, facility condition assessments, surveys, or plans; furnished with the Project Manual, Project Plans or available for inspection at the office of the Owner are made available for information only and are not guaranteed to be inclusive.
- B. Protect structures, underground utilities, and other construction from damage caused by pile driving.
- C. Debris in Materials: Existing obstructions that would inhibit the driving of sheet pile are not expected to be encountered on site.
- D. Contractor is to perform verification of existing site conditions.
 1. Contact Diggers Hotline online, at 811 or at (800) 242-8511 to arrange for utility location services 72 hours minimum prior to performing any work on site.
 2. Perform minor investigative excavations to verify location of various existing underground facilities at sufficient locations to assure that no conflict with the proposed work exists and sufficient clearance is available to avoid damage to existing facilities.

3. Upon discovery of conflicts or problems with existing facilities, notify Owner's authorized representative.
 - a. If requested, follow notification with letter and diagrams indicating conflict or problem and sufficient measurements and details to evaluate.
4. Contractor shall determine, to the Contractor's satisfaction, the exact soils and groundwater conditions prior to submitting the Contractor's Bid.
 - a. Contractor shall identify and describe unexpected variations to subsoil conditions encountered during construction.
 - b. If requested, Contractor shall follow notification with letter and diagrams indicating conflict or problem and sufficient measurements and details to evaluate
- J. Contractor is to repair or replace any damaged utility line or structure at no additional cost to the Owner.
- K. When alterations to existing utilities are shown to avoid conflicts, Contractor is to coordinate the removal and/or relocation of conflicting existing utilities with the utility's Owner at no additional cost to the Owner.
- L. Maintain benchmarks, monuments and other reference points.
 1. If benchmarks, monuments and other reference points are disturbed or destroyed, benchmarks, monuments and other reference points shall be replaced or relocated by a Licensed Land Surveyor.
 2. Cost of replacing or relocating benchmarks, monuments and other reference points shall be incidental to the project
- M. Site Information: The geotechnical report for this Project and is included in this specification as a reference document (reference Braun Intertec. Report #B14-02346.01 dated April 19, 2019).
- N. Preconstruction Photographs: Inventory and record the condition of adjacent structures, underground utilities, and other construction. Provide photographs of conditions that might be misconstrued as damage caused by pile driving.
- O. Contaminated sediments are present throughout the project site. Excavation below the existing remediation dredged elevation has the potential to expose contaminated sediment. The Contractor shall install full column silt curtains prior to sheet pile installation. Silt curtains shall remain in place for the duration of the sheet pile installation at a minimum. Additional best management practices (BMPs) such as absorbent booms shall be implements as required to control the suspension and dispersion of the contaminated sediments.
- P. A 6" restorative layer of stone was placed on the lakebed in accordance with the ROD. The Contractor shall protect the 6" restorative layer as necessary during construction. If contractor chooses to spud into lakebed or damages cap, Contractor is responsible for providing full depth silt curtain around damaged cap and placing additional stone material to restore cap.

1.7 SCHEDULING

- A. Coordinate the schedule for Steel Sheet Pile Work necessary to maintain the Critical Path for subsequent work specified in related sections.
- B. Obtain necessary permission from Owner and/or regulatory authorities for Work that must be performed outside of normal work hours, on weekends, or over holidays, either as necessary to minimize the impact of temporary shutdown of utility services and traffic, or for the Contractor's convenience.
- C. Coordinate the schedule to provide for the Owner's continuing operations on or adjacent to the site.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Piling shall be delivered to location designated by Owner. All piling shall be free of structural defects and protected from damage while in storage, and throughout the handling and installation processes. Piling shall be stored on dunnage to keep them from contacting the ground. Damage to materials shall be cause for rejection.

1.9 WARRANTY

- A. Provide one year written warranty for all materials and workmanship against defects after completion and final acceptance of the Work under the provisions of Division 01 sections.
- B. Defects due to faulty materials or workmanship developed during the warranty period shall be satisfactorily repaired or replaced at the Contractor's expense.

PART 2 - PRODUCTS

2.1 GENERAL

- A. The Contractor is responsible for determining the quantities of material necessary for completing the Work.
- B. Unless otherwise indicated, all required materials shall be furnished by the Contractor.
- C. Materials required for this Work shall be new material conforming to the requirements of the referenced Specifications for the class, kind, type, size, grade and other details indicated in these Specifications or on the Plans.

2.2 STEEL SHEET PILE

- A. Hot rolled steel sheet piling shall conform to ASTM A6 "Standard specification for general requirements for rolled structural steel bars, plates, shapes, and sheet piling" while cold rolled steel sheet piling shall conform to ASTM A857 "Standard specification for steel sheet piling, cold formed, light gage."
- B. PZ22 OR EQUIVALENT (Minimum Section Modulus 18.1 in³/ft, Minimum Moment of Inertia of 84.38 in⁴/ft, & Minimum flange thickness of 0.375 in & web thickness of 0.375 in): ASTM A572, Grade 50.
 - 1. Contractor shall submit proposed substitutions to Engineer 7 calendar days prior to bid

date for approval.

2. If equivalent steel sheet pile is requested to be utilized after within 7 calendar days of the bid date or after the bid date, the Contractor is responsible for any additional drawings, engineering deviations, or construction/quantity changes including all associated costs.

2.3 PILE ACCESSORIES: N/A

2.4 COATING: N/A

2.5 FABRICATION: N/A

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Site Conditions: General site conditions and the existing wall are currently stable, and no known-defects are present. Contractor is responsible to inspect and identify any potential defects prior to construction.

3.2 SILT CURTAIN INSTALLATION

- A. The Contractor shall install full column silt curtains prior to sheet pile installation. Silt curtains shall remain in place for the duration of the sheet pile installation at a minimum.

3.3 DRIVING PILES

- A. General: Drive piles to elevations indicated. Establish axial alignment of piles before and during driving.
- B. Driving Tolerances: Drive piles without exceeding the following tolerances, measured at pile heads:
 1. Location: Within 2 inches from baseline indicated on plans after driving completed.
 2. Plumb: Maintain 1/8 inch per foot out of plumb within either plane.
- C. Existing obstructions that would inhibit the driving of sheet pile are not expected to be encountered on site.
- D. Withdraw damaged or defective piles and piles that exceed driving tolerances and install new piles within driving tolerances.
 1. Contractor is responsible for replacement of damaged piling due to improper driving and or handling of piling during the driving process. Contractor will be allowed to re-drive piles not damaged during extraction after inspection and approval by Engineer.
- E. Use caution in the sustained use of vibratory hammers when a hard driving condition is encountered to avoid interlock melt or damage. The use of vibratory hammers should be discontinued and impact hammers employed when the penetration rate due to vibratory loading is one foot or less per minute. The work of using an impact hammer in such circumstances shall be at no additional cost to the Owner. A protecting cap shall be employed in driving when using impact hammers to prevent damage to the tops of pilings.

- F. Cutting Off: Cut off tops of driven piles square with pile axis and at elevations indicated.
- G. Contractor shall maintain daily field quality-control reports including driving logs, final tip and cutoff elevations, tolerance checks, make and model of hammer, obstructions encountered while driving, hours worked, etc. These reports shall be submitted daily to the Engineer.

3.4 FIELD QUALITY CONTROL

- A. Special Inspections: Engineer or Owner's representative will perform special inspections as necessary to observe for proper installation of piling.
- B. Steel Sheet piles will be considered defective if they do not pass tests or inspections.

3.5 DISPOSAL

- A. Remove withdrawn piles that are not re-useable and cutoff sections of piles from site and legally dispose of them off Owner's property.

END OF SECTION



Consulting Engineers P.A.

December 16, 2020

Re: City of Ashland Kreher Park Redevelopment Boat Launch Phase 2 Summary of Specification and Drawing Updates
AMI Project # 181192

NSPW Comments Dated February 19, 2020 shown in blue. Revisions shown in red.

General Comments:

There is no discussion regarding support zones for construction equipment and defined Limits of Work (that shows support zones) should be shown on a Drawing.

- o Drawing C1.0 has been revised to 'Existing Conditions & Laydown Plan'. Limits of work and limits of construction laydown area have been added to the drawing.

The Drawings need to clarify exactly which features will be affected by the work and which features will not be affected and will be protected.

- o Drawing C1.0 has been updated to include protection notes. Limits of work and limits of construction laydown area have been added to the drawing.

Please provide a narrative/work plan that describes:

- Constructed cap elements within and adjacent to the limits of work including on-Site construction support zones.
 - How the existing containment sheet pile wall, cap, and other infrastructure will be protected within the work area and on-Site construction support zones. This should include demonstrating that live loads of construction equipment will not affect the performance of constructed cap elements.
 - How portions of the cap that are impacted by construction will be repaired to pre-construction condition
 - The nature and extent of potentially impacted soil and groundwater within the Limits of Work.
 - A plan for managing and disposing of impacted soil and groundwater, if encountered during the work.
 - A plan for sharing information and data collected during the work with the Agencies and NSPW.
 - A plan for As-Built Drawing preparation and distribution to the Agencies and NSPW.
- o The Plans and Specifications have been updated to include a summary of the work completed and additional restrictions have been developed for the installation of the boat launch.
- Prior to performing any work at the Site or within 100 feet of the Site, the City must:
 - o Have the design stamped by a licensed PE certifying that the work will not damage, or interfere with the remedy or the remedial infrastructure at the Site.

- AMI will sign and stamp drawings for the new boat launch and certify that the intent of design will not interfere or damage the remedial infrastructure. AMI cannot certify that the installation of the new boat launch will not interfere or damage the remedial infrastructure since that will be the responsibility of the Contractor.

Drawings

S0.0:

- Language regarding how and when soil compaction testing results will be transmitted to Agencies and NSPW should be included.
- NSPW must have opportunity to review material submittals that affect remedial elements (e.g., new cleanouts and protective covers) prior to construction.
- TESTING NOTES
Added: “SOIL COMPACTION TEST REPORTS SHALL BE REPORTED IN WRITING TO THE ENGINEER, CONTRACTOR, CITY OF ASHLAND, AND NSPW WITHIN 48 HOURS OF TESTING.”

C1.0:

- The existing grade shown for the area south of the concrete apron is not accurate.
 - Grades have been corrected. Please see Sheet C1.0 and C2.0.
- The Boat Launch Plan does not clarify the horizontal extent of concrete apron that will be removed and the extent of concrete that will be protected.
 - No longer applicable. No concrete removals. Please see sheet C1.0 for existing conditions.
- The Boat Launch Plan does not clarify the extent of existing drain tile pipe that will be protected from damage.
 - Draintile is to remain. All draintile shall be protected. Please see sheet C1.1 for erosion control and protection.
- Please indicate that the new cleanouts will include protective covers and will match the existing cleanouts/covers.
 - New cleanouts are not anticipated. If damaged during construction the Contractor will replace at their expense. Sheet C2.0 modified to include model information for new protective covers if needed.
- The concrete for the boat launch will extend significantly above the existing grade at the match line shown on the Boat Launch Plan. How will the transition be constructed to promote storm water flow around the boat launch until the planned work south of the Boat Launch is performed?
 - The grades beneath the proposed concrete bridge will remain the same. The grout gap between the new and existing sheet pile wall will be sloped to drain with the highpoint located in the center of the boat launch, refer to sheet S1.1. Please see sheet C2.0 for grading and drainage.
- The Boat Launch Plan does not indicate if controlled density fill, angle iron, waler plates, wall tie back, sand, and clay below the existing concrete apron will be protected during construction or if these features will be affected by the work.
 - Please see revision to C1.1 for protection of these features.
- The Boat Launch Plan does not indicate if top soil/sod, reinforced turf, and clay located south of the existing concrete apron but north of the match line will be protected during construction or if these features will be affected by the work.
 - C1.1 indicated turf replacement for these items.
- The Boat Launch Plan does not indicate that the soil/sod, reinforced turf, and clay located south of the match line will be removed or protected during construction
 - C1.1 indicated turf replacement for these items.

General Notes

- o Laydown Plan added to the plan set. C1.0
- o Sheet C1.1 Erosion Control Plan added to the plan set.
- o Sheet C2.0 Site and Grading Plan sheet number updated.
- o Plan – Removal of existing concrete slab no longer included in the scope of work. Construction limits added.

S1.0:

- Detail 3 does not accurately depict existing cap elements and does not clarify if elements of the cap and wall tie backs will be removed or protected during the work.
 - o Detail 3 – Deleted
 - o Detail 4 (Renamed to Detail 3) – Existing Wall and Tieback System updated to accurately represent existing conditions. Note added “**EXISTING WALL & TIEBACK SYSTEM TO BE PROTECTED, EXISTING CONSTRUCTION TO BE VERIFIED BY CONTRACTOR**”

S1.1

- Please indicate how the “steel seal plates” will be constructed and demonstrate that the construction methods will not significantly affect the long-term performance of the existing containment sheet pile wall.
 - o Detail 1 – Note updated from “CONTRACTOR TO INSTALL STEEL SEAL PLATE, TYP” to “**CONTRACTOR TO INSTALL FABRIC GROUT BAGS @ EACH END OF NEW BOAT LAUNCH TO SEAL VOID BETWEEN NEW AND EXISTING STEEL SHEET PILE**”

S1.2:

- Existing references to As-Built Drawings and the Geotechnical Report are too general. Important elements of the As-Built Drawings and Geotechnical Report should be incorporated into the plans and specifications and the risks of potential damage to the remedial elements should be evaluated, documented, and mitigated by the Engineer and Owner prior to selecting a bidder.
 - o Detail 1, Note 1 – Updated to “**SEE FORTH/ENVIRONCON PROJECT ID 12X001 DRAWINGS FOR ASHLAND/NSP LAKEFRONT SITE, PHASE1 REMEDIAL ACTION, NORTHERN STATES POWER COMPANY, FOR AS-BUILT CONSTRUCTION OF EXISTING DOCK WALL, TIE-BACK SYSTEM AND SOIL LAYERS**”
 - o Detail 1, Note 2 – Add “**BRAUN INTERTEC REPORT #B14-02346.01, DATED APRIL 19,2019**”
- As-Built Drawings for Kreher Park Capping and Restoration should be referenced.
 - o Detail 1, Add Note “**4. SEE BRAUN INTERTEC AND LOUCKS AS-BUILT DRAWINGS FOR KREHER PARK CAPPING AND RESTORATION, DATED JANUARY 31, 2020, CERCLIS #WISFN0507952**”
- Detail 1 does not accurately depict existing remedy elements and does not clarify if elements of the cap and wall tie backs will be removed or protected during the work.
 - o Detail 1 – Existing Wall and Tieback System updated to accurately represent existing conditions. Note updated to “**EXISTING SHEET PILE WALL & TIE BACK SYSTEM TO BE PROTECTED**”
- A 6-inch restorative layer was placed onto the lakebed in accordance with the ROD. Please indicate how the 6-inch restorative layer will be protected or repaired if it is disturbed.
 - o Detail 1, Add Note “**5. A 6" RESTORATIVE LAYER OF STONE WAS PLACED ON THE LAKEBED IN ACCORDANCE WITH THE ROD. THE CONTRACTOR SHALL PROTECT THE 6" RESTORATIVE LAYER AS NECESSARY DURING**”

CONSTRUCTION. IF CONTRACTOR CHOOSES TO SPUD INTO LAKEBED OR DAMAGES CAP, CONTRACTOR IS RESPONSIBLE FOR PROVIDING FULL DEPTH SILT CURTAIN AROUND DAMAGED CAP AND PLACING ADDITIONAL STONE MATERIAL TO REPLACE CAP.”

- o Detail 1, Add Note “6. FULL DEPTH SILT CURTAIN SHALL BE PROVIDED AROUND ENTIRE BOAT LAUNCH DURING INSTALLATION OF NEW SSP & PILES.”
- It appears that additional soil and concrete is being added above and adjacent to the existing containment sheet pile wall. Please demonstrate that the existing tie back elements are adequate to support the additional load.
 - o The additional concrete and soil have been removed from the plan set. The proposed concrete “bridge” will span over the existing sheet pile wall. No additional load will be transferred to the existing tie back elements.

S2.2:

- Details 5 and 7 do not accurately depict existing remedy elements and do not clarify if elements of the cap and wall tie backs will be removed or protected during the work.
- Detail 5 does not define the nature and extent of material that will be added below the concrete bridge and above and adjacent to the existing containment sheet pile wall and does not indicate how tie back elements for the existing wall will be protected during placement of the new material.
 - o Detail 5 – Updated to include void below concrete bridge and accurately represent existing conditions. Note updated from “EXISTING SHEET PILE WALL” to “EXISTING SHEET PILE WALL AND TIE BACK SYSTEM TO BE PROTECTED”
 - o Detail 7 – Retaining wall detail removed from the plan set and changed to Concrete Abutment Detail

S2.3:

- Details 2, 3, and 4 do not accurately depict existing remedy elements and do not clarify if elements of the cap and wall tie backs will be removed or protected during the work.
- The concrete abutments appear to encroach upon the location of tie back features for the existing containment sheet pile wall and the existing clay cap.
- Demonstrate that settlement caused by the weight of the concrete abutments and addition of fill placed above and adjacent to the existing containment sheet pile wall will not damage the existing containment sheet pile wall and its associated tie back features or the clay cap.
- The southern extent of the Non-Frost Susceptible Structural Fill is not defined. Water may collect in this layer because it will be constructed directly on top of clay and the layer is sloped towards the lake. Demonstrate that freezing conditions will not result in damage to the existing containment sheet pile wall and its associated tie back features.
 - o Concrete Abutments removed from scope of work. All abutments for new floating docks have been shifted to be located within footprint of boat launch.
 - o Deleted Details 1,2,3,4, and 6 to remove any scope of work completed to areas beyond the concrete bridge.

Specifications

Summary of Work:

- This section currently describes the work that was already performed in 2019 and not the work planned for 2020.

This section of the specifications has been updated to address the following changes:

Section 01 10 00 – Summary

1.4.A: Project Identification: Ashland/NSP Lakefront Site – Kreher Park ~~Capping and Restoration~~ **Redevelopment Phase 2 Boat Launch**

1.5.A.1: Construction of **the boat launch** ~~the aggregate pavement and boat launch piles~~ in the Ashland/NSPW Lakefront Site in accordance with the Record of Decision (ROD). The Scope of Work will require continuous dust control, construction and maintenance of best management practice (BMP) erosion and storm water control features and on-going storm water management, and other miscellaneous work related to construction.

~~Section 1.6 Phased Construction~~

~~A: The Work shall be conducted in four phases, with each phase substantially complete as indicated.~~

~~B: Before commencing Work of each phase, submit an updated copy of Contractor's construction schedule showing the sequence, commencement and completion dates for all phases of the Work.~~

Contractor's Use of the Site:

- Section 1.4 should be modified to describe all the site features that must be protected and the extent of “the Site” should be defined.

This section of the specifications has been updated to address the following changes:

Section 01 14 00 – Contractors Use of Site

1.4.A: Contractor is responsible for replacing or repairing damage resulting from the Work to existing buildings, structures, **sheet pile wall**, roads, monitoring wells, and other existing assets within the Site. **The site is defined as the space available for performing construction activities, areas within the Contract limits as indicated on the drawings.**

Regulatory Requirements/Responsibility to the Public:

- Section 1.3 should be modified to describe the fact that this is a federal superfund site; the existence of remedial elements that have been constructed in accordance with the ROD and need to be maintained during and after construction; the continued presence of impacted soil and groundwater; and the roles of the WDNR and the EPA.

This section of the specifications has been updated to address the following changes:

Section 01 41 00 – Regulatory Requirements/Responsibility to the Public

~~1.2.2: Section 01 9 00 – Health and Safety Requirements~~

1.3: Add:

- B. The project site is a federal superfund site. Remedial elements, including clay containment cap, have been constructed in accordance with the Record of Decision (ROD) and shall be maintained during and after construction.
- C. Soil below clay containment cap is contaminated. Excavations shall not penetrate below containment cap. If soil below clay containment cap is disturbed it shall be treated and disposed of as required by Federal and Wisconsin State Statutes and Rules.
- D. Contaminated Water (Contact Water) may be generated by groundwater or storm water entering excavation areas below clay containment cap. Dewatering and management of contact water shall be as required by Federal and Wisconsin State Statutes and Rules.

Environmental Protection:

- NSPW representative should be present during the condition survey.
- There is currently no language to prevent a contractor from excavating deeper than the bottom of the new construction elements. A contingency plan should be included that provides protocols for managing impacted soil and/or groundwater if it is encountered during the work.

This section of the specifications has been updated to address the following changes:

Section 01 46 00 – Environmental Protection

1.1.B

1. Section 01 41 00 - Regulatory Requirements/Responsibility to the Public.
2. Section 01 50 00 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.
3. Section 01 50 20 - Storm Water Pollution Controls.
4. ~~Section 01 9 00 – Health and Safety Requirements.~~

1.2.A: Prior to start of any on-Site construction activities, Contractor and Engineer shall make a joint condition survey of the Site. Contractor shall prepare a brief report indicating on a Site plan the condition of structures, fences, equipment, buildings, and storm water management controls, immediately adjacent to the Site of the Work and access route(s). This report will be signed by both Engineer and Contractor upon mutual agreement as to its accuracy and completeness. **NSPW shall be onsite during condition survey. The Contractor shall give NSPW a minimum of 3 days' notice prior to survey.**

1.4.B: Water used in on-Site material processing, concrete curing, foundation and concrete cleanup, and other waste waters shall not be allowed to re-enter the public waters. **Waste waters shall be contained and removed and disposed of off-site in accordance with Federal and State Regulations.**

1.6.A: Change "Section 01 5 02 – Storm Water Pollution Control" to "**Section 31 25 00 – Erosion and Sediment Control**"

Add the following specifications to the Contract Documents.

Add:

Soil and Waste Stockpiling and Disposal
Contact Water Management

02 11 40
02 11 60



Consulting Engineers P.A.

December 16, 2020

Re: City of Ashland Kreher Park Redevelopment Boat Launch Phase 2 Summary of Specification and Drawing Updates
AMI Project # 181192

USEPA Region 5 Comments Dated March 10, 2020 shown in blue. Revisions shown in red.

GENERAL COMMENTS

The plans and specifications do not emphasize that the proposed work is being conducted on a hazardous waste site. Both the plans and specifications should include a list of specific intrusive activities that are allowed and not allowed. The plans and specifications do not discuss how potential contaminants released during clearing the drive line or during driving sheetpiles will be addressed. The only thing mentioned in the specifications is to stop work and notify. Actions to prevent the spread of contamination should also be discussed.

The plans and specification section were updated in numerous areas to address potential contaminants. These areas include but are not limited to, Summary of Work, Plans, Notes, and Technical Specifications. This General Note was included in these areas.

Contaminated sediments are present throughout the project site. Excavation below the existing remediation dredged elevation has the potential to expose contaminated sediment. The Contractor shall install full column silt curtains prior to sheet pile installation. Silt curtains shall remain in place for the duration of the sheet pile installation at a minimum. Additional best management practices (BMPs) such as absorbent booms shall be implements as required to control the suspension and dispersion of the contaminated sediments.

SPECIFICATIONS.

Submittal Procedures- 01 33 00

Section 1.5-C-Project Schedule: The information that will be included has been omitted.

This section of the specifications has been updated to address the following changes:
1.5.C: Add:

1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
2. Manufacturer and product name, and model number if applicable.
3. Number and name of space.
4. Location within space.

References-01 42 00

Section 1.2-I: The "Project Site" is not clearly defined.

This section of the specifications has been updated to address the following changes:

1.2.I: "Project Site": Space available for performing construction activities. ~~The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.~~ **Areas within the Contract limits as indicated on the drawings.**

Environmental Protection-01 46 00

Section 1.3-B: The text states, "The Contractor shall confine its construction activities to the Limits of Work shown on the Drawings". The Limits of Work are not clearly shown on the Drawings. The contractor must clearly understand what areas they are allowed to work in and what intrusive activities are allowed and to what extent the intrusive activities are allowed.

This section of the specifications has been updated to address the following changes:

1.3.B: Contractor shall confine its construction activities to the Limits of Work and **laydown area and erosion control** shown on ~~the Drawings~~ **sheet C1.0**. Storage areas, and access required temporarily by Contractor in the performance of the Work will be coordinated with Engineer.

Section 1.4-B: What is the plan to handle the water discussed in this section?

This section of the specifications has been updated to address the following changes:

1.4.B: Water used in on-Site material processing, concrete curing, foundation and concrete cleanup, and other waste waters shall not be allowed to re-enter the public waters. **Waste waters shall be contained, removed, and disposed of off-site in accordance with Federal and State Regulations.**

Section 1.6-A: Section 01502 that is referenced in not included in the Specifications. Are you referring to Section 31 25 00-Erosion and Sediment Control?

This section of the specifications has been updated to address the following changes:

1.6.A: Temporary control measures shall be provided and maintained until permanent drainage facilities are completed and operative. Such measures shall include, but not be limited to, straw wattles and silt fencing. The area of bare soil exposed at any one time by construction operations should be held to a minimum. ~~Section 01502—Storm Water Pollution Controls~~ **Section 31 25 00 – Erosion and Sediment Control** includes a detailed discussion of erosion control systems required during the Work.

Temporary Facilities and Controls-01 50 00

Section 1.3-A and B: These submittals (Site Utilization Plan and Dust Control Plan) should be provided to EPA.

This section of the specifications has been updated to address the following changes:

1.3.A: Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel. **Site Utilization Plan shall be submitted to the EPA.**

1.3.B: Dust Control Plan: shall maintain all excavations, stockpiles, access roads, waste area, and all other Work areas free from excess dust to such reasonable degree as to avoid causing a hazard or nuisance. **Dust Control Plan shall be submitted to the EPA.**

Section 3.4-C: This section does not clearly convey to the contractor the seriousness associated with how water, especially contact water, must be addressed on the site.

This section of the specifications has been updated to address the following changes:
3.4.C: Add:

2. **Wastewater shall be contained, removed, and disposed of off-site in accordance with specification Section 01 46 00 – Environmental Protection.**
3. **Contaminated water (Contact Water) may be generated from ground water or storm water that collect in excavation areas below clay containment cap. Refer to Section 02 11 60 – Contact Water Management.**

Mobilization-01 51 00

Section 1.2-D through H: The referenced section numbers do not match the Specification sections.

This section of the specifications has been updated to address the following changes:
1.2.D-G:

Section 01 33 00 – Submittal Procedures.

Section 01 46 00 – Environment Protection

Section 01 50 00 - Temporary Facilities and Site Controls

Section 01 77 00 - Contract Closeout

~~Section 01 90 00 – Health and Safety Requirements~~

Section 3.2-B: Improvement and/or construction of access roads in discussed. Will this work actually be conducted? Improvements/and or construction of access roads is not shown on the Drawings.

This section of the specifications has been updated to address the following changes:

3.2.B: CONTRACTOR shall ~~improve existing access roads, lay out and construct additional access roads,~~ and maintain **existing access roads** and all such surfaces as required in Division 2 Sections.

Section 3.2-D: A Storm Water Management and Erosion Control Plan is discussed. Is a standalone plan being prepared?

Please see sheet C1.1

Section 3.5-B: Section 01 9 00-Health and Safety Requirements is referenced however this section is not included in the Specifications.

This section of the specifications has been updated to address the following changes:

3.5.B: General Site workers (such as equipment operators, general laborers, and supervisory personnel) shall be required to have completed appropriate training in accordance with ~~Section 01900—Health and Safety Requirements.~~ **current health and safety guidelines established in the Standard Operating Safety Guides, prepared by the EPA Office of Emergency and Remedial Response, Hazardous Response Support Division, September 1984, and the Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities, October 1985, and OSHA standards for hazardous waste operations (29 Code of Federal Regulations (CFR) 1910.120).**

Section 3.6-A: Section 02120-Waste Management and Off-Site Disposal plan is referenced however this section/plan is not included in the Specifications.

This section of the specifications has been updated to address the following changes:

3.6.A: CONTRACTOR shall remove all waste, including excess construction material, segregated waste, contaminated material or equipment, building debris, rubble, and foreign material. Haul and access roads shall be completely cleared of waste and debris. Potentially contaminated material shall be decontaminated prior to disposal. ~~in accordance with Section 02120—Waste Management and Off-Site Disposal.~~

Cast-In-Place-Concrete-03 30 00

Section 1.6-G. 1: The dewatering, unwatering and drainage are not specified as stated.

This section of the specifications has been updated to address the following changes:

1.6.G: Add:

2. **Wastewater shall be contained and removed and disposed of off-site in accordance with specification Section 01 4600 – Environmental Protection.**

Earth Moving-31 20 00

Section 1.6-B: Debris **in** Material - If debris is encountered, the contractor will have excavated below the cap and/or mudline in the basin. This material must be handled as contact material and be handled appropriately.

This section of the specifications has been updated to address the following changes:

1.6.B: Debris in Materials: ~~It is expected that concrete, wood, and metal debris will be encountered throughout the Project site.~~ **Debris in material is not expected to be encountered at the Project site. Contractor shall immediately contact Owner and Engineer if debris or obstructions are encountered.**

Section 1.6-C4: What is the contractor expected to do to meet this requirement?

This section of the specifications has been updated to address the following changes:

1.6.C.4:

- a. Contractor shall review Braun Intertec and Loucks As-Built Drawings for Kreher Park Capping and Restoration, Dated January 31, 2020, CERCLIS #WISFN0507952. Contractor shall review Braun Intertec Geotechnical Report #B14-02346.01 Dated April 19, 2019.
- b. Contractor shall identify and describe unexpected variations to subsoil conditions encountered during construction.
- c. If requested, Contractor shall follow notification with letter and diagrams indicating conflict or problem and sufficient measurements and details to evaluate.

Section 1.7-B: The Related Documents and Reference Section 1.2 is general guidance and does not provide site specific guidance related to the concerns regarding "dewatering, unwatering and drainage" on this site. The contractor must be clearly informed that this is a hazardous waste site and special cautions must be taken when handling water generated on site.

This section of the specifications has been updated to address the following changes:

1.7.B: Comply with conditions for dewatering, unwatering, and drainage as specified in Related Documents and References Section.

1. Wastewater shall be contained and removed and disposed of off-site in accordance with specification Section 01 46 00 – Environmental Protection.

Section 1.9-D. 1: This is a very general statement. The contractor must be clearly informed that this is a hazardous waste site and special cautions must be taken when disposing of soil generated on site.

Section 1.9.D.1. is referencing new material delivered to the site, not onsite material and has been updated to clearly reference new material as follows:

1.9.D.1: Excess material and unsuitable material **delivered to the site** becomes the property of the Contractor and shall be removed from the site.

Section 3.1-B. 1: This section discusses "investigative excavations" and provides very general guidance. The contractor must be clearly informed that this is a hazardous waste site and special cautions must be taken when excavating on site.

This section of the specifications has been updated to address the following changes:

3.1.B.1: Conduct investigative excavations as necessary to ensure that no conflicts exist with the proposed Work. **Excavations shall remain above clay containment cap.**

Section 3.4-C. 1: This section discusses the use of soil excavated on-site and provides very general guidance. The contractor must be clearly informed that this is a hazardous waste site and special cautions must be taken when excavating on site.

This section of the specifications has been updated to address the following changes:

3.4.C.1: Use material obtained from site grading, trench excavation or structure excavation prior to importing from off-site sources. **Excavations shall remain above clay containment cap.**

Section 3.10-A. 1. a.: This section discussed conveyance water and provides very general guidance. The contractor must be clearly informed that this is a hazardous waste site and special cautions must be taken when handling water on site.

This section of the specifications has been updated to address the following changes:
3.10.A.1: Add:

- c. **Contaminated water (Contact Water) may be generated from ground water or storm water that collect in excavation areas below clay containment cap. Refer to Section 02 11 60 – Contact Water Management.**

Section 3.10-B: This section discussed suspension of work and notification if suspicious/actual contaminated material is discovered. Prevention of the spread of the contamination should also be discussed in detail.

This section of the specifications has been updated to address the following changes:
3.10.B: Add:

1. **Contractor shall implement best management practices for Erosion Control and Storm Water Management to prevent the spread of the suspected hazardous waste. Minimum requirements for erosion control methods are presented in the Construction Drawings.**

Section 3.11-D. 2: This section discusses soil compaction. Braun's Cap Specifications contains compaction specifications. Make sure Braun is consulted regarding soil compaction requirements.

This section of the specifications has been updated to address the following changes:

3.11.D.2: Embankments in basins, upper three feet of lawn and open areas, and planting beds: Compact as recommended by the Testing Laboratory to minimize risk of settlement without inhibiting drainage through topsoil, planting material, and subsoil, and subsequent establishment of vegetation. **Contractor shall coordinate soil compaction efforts with Braun Intertec associated with existing cap.**

Erosion and Sediment Control-Section 31 25 00

Section 1.5-B. 2: This section discusses "investigative excavations" and provides very general guidance. The contractor must be clearly informed that this is a hazardous waste site and special cautions must be taken when excavating on site.

This section of the specifications has been updated to address the following changes:

1.5.B.2: Perform minor investigative excavations to verify location of various existing underground facilities at sufficient locations to assure that no conflict with the proposed work exists and sufficient clearance is available to avoid damage to existing facilities. **Excavations shall remain above clay containment cap.**

Section 3.1-M. 1: This section discusses discharge of water from dewatering operations to "temporary or permanent treatment ponds". Please clarify.

This section of the specifications has been updated to address the following changes:

3.1.M.1: No discharge water from dewatering operations shall be discharged directly into lakes, streams, wetlands or storm drains without being treated in either temporary ~~treatment ponds or permanent treatment ponds~~. Refer to Section 02 11 60 – Contact Water Management for contaminated water requirements.

Tie Rods-Section 31 51 00.10

Section 1.6 B: Debris in Material - If debris is encountered, the contractor will have excavated below the cap and/or mudline in the basin. This material must be handled as contact material and be handled appropriately.

This section of the specifications has been updated to address the following changes:

1.6.B: Debris in Materials: ~~It is expected that concrete, wood, and metal debris will be encountered throughout the project site.~~ Tie Rod installation will be above the mudline and is not expected to be affected by potential existing site debris. If debris or obstructions are encountered, immediately notify Owner and Engineer.

Section 1.6-G. 1: The Related Documents and Reference Section 1.2 is general guidance and does not provide site specific guidance related to the concerns regarding "dewatering, unwatering and drainage" on this site. The contractor must be clearly informed that this is a hazardous waste site and special cautions must be taken when handling water generated on site.

This section of the specifications has been updated to address the following changes:

1.6.G: Add:

2. Wastewater shall be contained, removed, and disposed of off-site in accordance with specification Section 01 46 00 – Environmental Protection and Section 02 11 60 – Contact Water Management.

Floating Dock-Sections 35 05 00

Section 1.1-A. Why does this section refer to "the removal and replacement of one dock Section"?

This section of the specifications has been updated to address the following changes:

1.1.A: This Section applies to ~~the removal and replacement of one dock section~~ the installation of the floating dock sections. The work required consists of furnishing all design, labor, materials and equipment, and performing all operations required to provide and install the floating dockage.

Section 1.3-A: Why does this section refer to "Dock Section Repair" instead of dock section installation?

This section of the specifications has been updated to address the following changes:

1.3.A: Measurement and payment will be lump sum for the complete Dock Section Repair **Installation** indicated in the Proposal for Contract Work and installed in accordance with the Plans and Specifications

Steel Sheet Piling-Section 35 31 16.19

Section 1.4-B. and Section 3.2-F: These sections discuss clearing a driving lane up to 5 feet below the existing grade to remove potential debris. The contractor must be clearly informed that this is a hazardous waste site and that excavation below the existing remediation dredged elevation has the potential to expose contaminated sediment. The area where sheetpiles will be installed was one of the areas of more heavily contaminated sediment. Confirmation samples were collected in the area of the proposed work however it is still possible that contaminants are present below the current remediation dredged elevation. This is true especially near the existing sheetpile wall because this wall was driven through contaminated soil/sediment. What contingency measures will be in place to react immediately to contaminated debris excavated from the drive lane and sheen/free product) rising to the surface of the water?

This section of the specifications has been updated to address the following changes:

~~1.4.B: Plan for clearing driving lane up to 5 ft depth below the existing grade at the time of bidding. Submittal shall include methods to be utilized for detecting and removal of any debris which may damage or prevent the installation of sheet pile. The drive line shall be cleared prior to the installation of the steel sheet pile. The steel sheet pile shall not be utilized for clearing of the drive line.~~

~~3.2.F: Plan for clearing driving lane up to 5 ft depth below the existing grade at the time of bidding. Submittal shall include methods to be utilized for detecting and removal of any debris which may damage or prevent the installation of sheet pile. The drive line shall be cleared prior to the installation of the steel sheet pile. The steel sheet pile shall not be utilized for clearing of the drive line.~~

Section 1.6-C: See comment regarding Section 1.4-B. above.

This section of the specifications has been updated to address the following changes:

1.6.C: Debris in Materials: ~~It is expected that concrete, wood, and metal debris will be encountered throughout the Project site.~~ **Existing obstructions that would inhibit the driving of sheet pile are not expected to be encountered on site.**

Add:

O. Contaminated sediments are present throughout the project site. Excavation below the existing remediation dredged elevation has the potential to expose contaminated sediment. The Contractor shall install full column silt curtains prior to sheet pile installation. Silt curtains shall remain in place for the duration of the sheet pile installation at a minimum. Additional best management practices (BMPs) such as absorbent booms shall be implements as required to control the suspension and dispersion of the contaminated sediments.

Section 3.1.A: This section discusses potential failure or movement of the existing sheetpile wall during installation of the proposed sheetpiles. Has the possibility of this occurring been evaluated? What contingency measures will be in place if damage to the existing sheetpile wall occurs?

The risk associated with movement is very low given that the existing wall is in new condition, if the existing sheet pile wall has been designed properly and installed according to those designs. Currently there is no evidence of deterioration, however, the Contractor will be responsible for verifying condition prior to construction. The Contractor shall abide to the weight restrictions zones indicated on Sheet C1.0.

This section of the specifications has been updated to address the following changes:

3.1.A: Site Conditions: General site conditions and the existing wall are currently stable, ~~but vibration from driving equipment could cause the existing wall to move creating sink holes or failures.~~ and no known defects are present. Contractor is responsible to inspect and identify any potential defects prior to construction.

DRAWINGS:

Sheet C1.1:

- Are Biorolls the only erosion control measures that will be implemented?
 - o Biorolls, silt fence and floating silt curtain are utilized. Please see Sheet C.1.1.
- Will the existing drain tile that is removed be replaced?
 - o Draintile is not expected to be removed. Please see Sheet C.1.1. New cleanouts are not anticipated. If damaged during construction the Contractor will replace at their expense.
- How does Detail 1/C.1.0 fit in the overall cap. Show elevations and the relationship to the Existing cap elevations in the work area.
 - o Detail 1/C1.0, Concrete Maneuver Area Detail, has been removed from the plan set.

Sheet S0.0:

- Sheet Pile /Seawall Note 5 and Submittals Structural Steel & Sheet Piling Note A. These notes discuss clearing a driving lane up to 5 feet below the existing grade to remove potential debris.
 - o SHEET PILE SEAWALL
Remove: ~~“THE CONTRACTOR IS RESPONSIBLE FOR CLEARING THE DRIVING LINE OF ANY DEBRIS UP TO 5 FT BELOW THE EXISTING MUD LINE WHICH MAY DAMAGE OR PREVENT THE INSTALLATION OF THE SHEET PILE. CONTRACTOR SHALL SUBMIT PLAN TO ENGINEER FOR CLEARING THE DRIVING LINE FOR REVIEW”~~
 - o SUBMITTALS
-STRUCTURAL STEEL & SHEET PILING
Remove: ~~“A. PLAN FOR CLEARING THE DRIVING LINE OF OBSTRUCTIONS”~~
- The contractor must be clearly informed that this is a hazardous waste site and that excavation below the existing remediation dredged elevation has the potential to expose contaminated sediment. The area where sheetpiles will be installed was one of the areas of more heavily contaminated sediment. Confirmation samples were collected in the area of the proposed work however it is still possible that contaminants are present below the

current remediation dredged elevation. This is true especially near the existing sheetpile wall because this wall was driven through contaminated soil/sediment. What contingency measures will be in place to react immediately to contaminated debris excavated from the drive lane and sheen/free product) rising to the surface of the water?

- o GENERAL
- o Add: “FULL COLUMN SILT CURTAINS SHALL BE INSTALLED PRIOR TO SHEET PILE INSTALLATION AND SHALL REMAIN IN PLACE FOR THE DURATION OF THE SHEET PILE INSTALLATION AT A MINIMUM. ADDITIONAL BEST MANAGEMENT PRACTICES (BMPs), SUCH AS ABSORBANT BOOMS SHALL BE IMPLEMENTED AS REQUIRED”
- o Add: “THE PROPOSED WORK IS BEING CONDUCTED ON A HAZARDOUS WASTE SITE. REFER TO BRAUN INTERTEC AND LOUCKS AS-BUILT DRAWINGS FOR KREHER PARK CAPPING AND RESTORATION, DATED JANUARY 31, 2020, CERCLIS #WISFN0507952”
- o Add: “SITE SAFETY AND SITE CONTINGENCY PLAN SHALL ADDRESS MEASURES AND BEST MANAGEMENT PRACTICES (BMPs) THAT WILL BE IMPLEMENTED TO CONTROL CONTAMINATED DEBRIS ENCOUNTERED. PLAN WILL ALSO ADDRESS THE SUSPENSION AND DISPERSION OF POTENTIAL CONTAMINATED SEDIMENTS THAT WILL BE EXPOSED DURING EXCAVATION BELOW THE EXISTING REMEDIATION DREDGED ELEVATION AND DURING SHEET PILE INSTALLATION.”
- Submittals Note - Site Safety and Site Contingency Plan: The plans discussed in this note should be provided to the EPA.
 - o SUBMITTALS
 - SITE SAFETY AND SITE CONTINGENCY PLAN
 - Add: “B. SITE SAFETY AND SITE CONTINGENCY PLAN SHALL BE SUBMITTED TO THE ENGINEER, THE CITY OF AHSLAND, AND THE EPA.”

Sheet S1.0:

- The Toe of Anchor Pile is shown at an elevation of 560.0. Intrusive activities cannot go below the toe elevation of the existing sheetpile wall. The toe elevation of the existing sheetpile wall is 571.5. Check the as built drawing to verify the toe elevation of the existing sheetpile wall and clarify the Toe of Anchor Pile elevation.
 - o Detail 3 – Anchor Pile updated to include barbed pile end and toe of pile adjusted to Elevation 577.0. Existing Wall and Tieback System updated to accurately represent existing conditions.
- What is the distance from the exiting sheetpile wall to the southern edge of the bridge?
 - o Detail 3 – Dimension added from the existing sheet pile wall to the southern edge of bridge.
- Has the settlement and bearing capacity of the mud as the aggregate and concrete is being placed for the ramp been evaluated. Very small vertical deflections can cause the ties that go side to side to break. The performance of the concrete could also be impacted.
 - o In accordance with the construction drawings, all fill shall be compacted to 95% modified proctor and the foundation shall be prepared in accordance with WISDOT Construction Specification Section 206 and 211 as applicable. The intent of compacting and preparing the foundation is to limit settlement due to the proposed structure. Heavy equipment shall also be limited within 15 feet of the existing sheet pile wall. See Sheet C1.0 for additional information.



SOURCE OR NOTES:

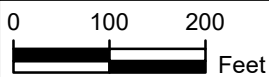
1. Coordinate System - NAD 1983 Wisconsin SPN Feet
2. Aerial flown May 2019 after Phase 2 Dredging and Demobilization

LEGEND

 Kreher_Park_Boundary



This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information and data used for reference purposes only.



NORTHERN STATES POWER COMPANY

EXHIBIT 2

**KREHER PARK
ASHLAND/NSP LAKEFRONT SITE**

Date: AUGUST 2020

Revision Date:

Drawn By: DAT

Checked By: BDS1

Project: 12X001



SOURCE OR NOTES:

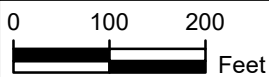
1. Coordinate System - NAD 1983 Wisconsin SPN Feet
2. Aerial flown May 2019 after Phase 2 Dredging and Demobilization

LEGEND

x — Perimeter Fence



This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information and data used for reference purposes only.



NORTHERN STATES POWER COMPANY

EXHIBIT 3

PERIMETER FENCE
ASHLAND/NSP LAKEFRONT SITE

Date: AUGUST 2020

Revision Date:

Drawn By: DAT

Checked By: BDS1

Project: 12X001



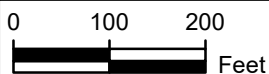
SOURCE OR NOTES:

1. Coordinate System - NAD 1983 Wisconsin SPN Feet
2. Aerial flown May 2019 after Phase 2 Dredging and Demobilization

LEGEND



This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information and data used for reference purposes only.



NORTHERN STATES POWER COMPANY

EXHIBIT 4

STAIRWAY ASHLAND/NSP LAKEFRONT SITE

Date: AUGUST 2020

Revision Date:

Drawn By: DAT

Checked By: BDS1

Project: 12X001

WB-25 BILL OF SALE

1 Seller conveys to the City of Ashland, a city incorporated in the state of Wisconsin (Buyer), for a good and valuable consideration,
2 all of Seller's interest in the personal property identified in the schedule at lines 3 to 25 and in the addenda per line 26.

3 **PERSONAL PROPERTY SCHEDULE**

4 Fencing along the perimeter of 'Kreher Park' as described and depicted on the attached "Exhibit A."

5 Stairway as described and depicted in the attached "Exhibit B".

6 _____
7 _____
8 _____
9 _____
10 _____
11 _____
12 _____
13 _____
14 _____
15 _____
16 _____
17 _____
18 _____
19 _____
20 _____
21 _____
22 _____
23 _____
24 _____
25 _____

26 **ADDENDA** The attached "Exhibit A" and "Exhibit B" is/are made part of this Bill of Sale.

27 Seller hereby warrants and represents that Seller owns said personal property free and clear of all liens and encumbrances,
28 that Seller has good right to sell the same and Seller will warrant and defend the same against the lawful claims and
29 demands of all persons, except: _____
30 _____

31 _____
32 Note: The above warranty applies only to title, if there are any other warranties or representations as to other
33 characteristics of the personal property, a separate agreement must be drafted.

34 This Bill of Sale was drafted on _____ [date] by [Licensee and firm] _____
35 Northern States Power Company, a Wisconsin corporation.

36 (x) _____
37 Seller's Signature ▲ Print Name Here: ► _____ Date ▲ _____

38 (x) _____
39 Seller's Signature ▲ Print Name Here: ► _____ Date ▲ _____

40 (x) _____
41 Seller's Signature ▲ Print Name Here: ► _____ Date ▲ _____

42 (x) _____
43 Seller's Signature ▲ Print Name Here: ► _____ Date ▲ _____

SUBJECT: Approve a Grant Agreement between the State of Wisconsin Department of Administration (WI DOA) Coastal Management Program and the City of Ashland for the Kreher Park Redevelopment: Public Access Trail Project (*Parks & Recreation*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: City Administration
Public Works
Parks and Recreation Committee

EXHIBITS:

1. WI DOA Award Letter, March 16, 2021
2. Grant Agreement between the State of WI DOA Coastal Management Program and the City of Ashland
3. WI Coastal Management Program 2020-2021 Grant Application
4. Kreher Park Redevelopment: Public Access Map/Site Plan
5. Site Photos of Kreher Park Redevelopment: Public Access Trail Construction

EXPENDITURES REQUIRED: \$ 60,000 Estimated Project Cost

\$ 29,268 Grant Award
\$ 29,768 Grant Match

AMOUNT BUDGETED: \$29,950 Fund 453 Waterfront Development

APPROPRIATION REQUIRED: \$29,950 Fund 453 Waterfront Development

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH ORDINANCE 51: Section 51.26 (b) of Chapter 51, Ashland City Ordinances, permit the Mayor and/or Clerk to schedule items directly for Council action when a timely decision is needed by the City. The City Clerk has chosen to direct this item directly to Council pursuant to the authority granted to her in Chapter 51, Ashland City Ordinances.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: The proposed development conforms to the goals and community values identified in the City of Ashland's Comprehensive Plan, City of Ashland Comprehensive Outdoor Recreation Plan, City of Ashland Waterfront Redevelopment Plan and Kreher Park Redevelopment Plan.

SUMMARY STATEMENT:

The Parks and Recreation Department received an award letter from the Wisconsin Department of Administration (WI DOA) Coastal Management Program with a Grant Agreement to assist funding for the Kreher Park Redevelopment: Public Access Trail Project at the Superfund Site. City Council approved applying for this grant in October 2019.

This grant award is for the construction of 1000' of a paved ADA-compliant pedestrian trail along the abandoned railroad corridor to the south of the property on the former Superfund Site. This trail will link Ellis Avenue to Prentice Avenue (the "Missing Link") and provide safe passage for pedestrians across this area. The grant also helps fund the installation of safety lighting at the east site entrances on Ellis Avenue and Prentice Avenue.

The project will fill the "missing link" in the (Ashland Rails to Trails) ARTS, created by the clean up of the Superfund Site, and creating a more user-friendly experience for bikers, walkers, runners and the like.

This project is expected to take place in 2021 and the City will ask for a grant extension of the project until December of 2021.



STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

Tony Evers, Governor
Joel Brennan, Secretary
Dawn Vick, Division Administrator

March 16, 2021

Sara Hudson
City of Ashland
601 Main St W
Ashland, WI 54806-

Ms Hudson:

RE: Wisconsin Coastal Management Program Grant Agreement No. AD209127-021.31

Congratulations! Your request for funds has been approved. Enclosed is one copy of the proposed grant agreement between City of Ashland and the Department of Administration (DOA), Division of Intergovernmental Relations. Your award is subject to the conditions described in Attachments A, B, C, and F of the Award. If your grant amount is over \$100,000, you are required to complete and return federal form CD-512, "Certification Regarding Lobbying." Please sign the grant agreement and form CD-512 (if applicable) and return all pages of the documents within 20 days of receipt to:

Grants Specialist
Division of Intergovernmental Relations
Department of Administration
101 East Wilson Street, 9th Floor, PO Box 8944
Madison, WI 53708-8944

You will receive one signed copy of the agreement, along with the DOA purchase order covering this agreement. The Coastal Management Grant agreement will become effective on the date of the DOA signing.

Please review all the materials carefully and distribute them to the appropriate members of your organization. We look forward to a close and complementary working relationship with you. If we may be of further assistance, please call me at (608) 267-7982.

Sincerely,

Michael Friis, Manager
Wisconsin Coastal Management Program

Enclosures

cc: Dawn Vick, Administrator
Division of Intergovernmental Relations

Lauren Leckwee, Program and Policy Analyst
Wisconsin Coastal Management Program

**GRANT AGREEMENT
BETWEEN THE

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF INTERGOVERNMENTAL RELATIONS
WISCONSIN COASTAL MANAGEMENT PROGRAM

AND

CITY OF ASHLAND**

THIS AGREEMENT is made and entered into by and between the Division of Intergovernmental Relations ("Division"), Department of Administration ("Department"), representing the State of Wisconsin (collectively "State"), and **CITY OF ASHLAND** ("Grantee") with a DUNS Number of 071499719, for the Performance Period of the date this agreement is signed by the State through **June 30, 2021**.

WHEREAS, on behalf of the State, the Department administers the Wisconsin Coastal Management Program ("Program") through the Division to provide funds for eligible activities; and

WHEREAS, it is the intention of the parties to this Agreement that all activities described herein shall be for their mutual benefit; and

WHEREAS, the State has approved an award to the Grantee in the amount of **Twenty-Nine Thousand Two Hundred Sixty-Eight Dollars (\$29,268.00)** and the Grantee agrees to provide **Twenty-Nine Thousand Seven Hundred Sixty-Eight Dollars (\$29,768.00)** for eligible activities herein described; and

WHEREAS, the terms and conditions herein shall survive the Performance Period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Agreement; and

WHEREAS, this Agreement is mutually exclusive and is distinguished from all previous Agreements between the Grantee and the State and contains the entire understanding between the parties;

NOW, THEREFORE, in consideration of the mutual promises and dependent documents, the parties hereto agree as follows:

The following documents are part of this Agreement:

- 1) This Agreement (including all attachments)
- 2) Grantee's Proposal (as accepted by the State) See Attachment A

CITY OF ASHLAND

**STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF INTERGOVERNMENTAL
RELATION**

BY: _____
Debra S. Lewis

BY: _____
Dawn Vick

TITLE: Mayor

TITLE: Administrator

DATE: _____

DATE: _____

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GENERAL TERMS AND CONDITIONS

ARTICLE 1. CONTRACT ADMINISTRATION

The Division employee responsible for the administration of this Agreement shall be **Lauren Leckwee**, or their designee and who shall represent the Department's interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Agreement.

The Grantee's employee responsible for the administration of this Agreement shall be **Sara Hudson**, who shall represent the Grantee's interest regarding Agreement performance, financial records and related considerations. The Division shall be immediately notified of any change of this designee.

ARTICLE 2. APPLICABLE LAW

This Agreement shall be governed by the Laws of the State of Wisconsin and the United States. In addition, the Grantee pledges to abide by and comply with the following requirements:

1. Grant funds shall not be used to supplant existing funding otherwise budgeted or planned for projects outside of this program whether under local, state or federal law, without the consent of the State.
2. The Grantee, its agents and employees shall observe all relevant provisions of the Ethics Code for Public Officials under Wis. Stat. Secs. 19.41 *et seq* and 19.59 *et seq*.

ARTICLE 3. LEGAL RELATIONS AND INDEMNIFICATION

The Grantee shall at all times comply with and observe all federal and state laws and published circulars, local laws, ordinances, and regulations which are in effect during the Performance Period of this Agreement and which in any manner affect the work or its conduct.

In carrying out any provisions of this Agreement or in exercising any power or authority contracted to the Grantee thereby, there shall be no personal liability upon the State, it being understood that in such matters the Division and the Department act as agents and representatives of the State.

The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Grantee, or of any of its agents or subrecipients, in performing work under this Agreement. The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grantee and subrecipient(s) to perform services or otherwise supply products or services. The Grantee shall also hold the State harmless for any audit disallowance related to the allocation of administrative costs under this Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

If an audit is required by federal law and if the Grantee is also the recipient of State funds under the same or a separate contract program, then the State funded programs shall also be included in the scope of the federally required audit.

ARTICLE 4. SCOPE OF WORK

1. The Grantee shall supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth on the attached Scope of Work (Attachment A). In the event of a conflict between the summary in Attachment A and the application and/or other supporting documents previously submitted to the State by the Grantee, Attachment A shall control. Changes to the Scope of Work may be made only by written agreement of both the State and the Grantee.

2. Special Requirements apply to public access, land acquisition and habitat restoration projects and are detailed in Attachment C.
3. Work Products - The Grantee shall complete all work tasks that they committed to in their application submission (Attachment A). Failure to meet this requirement may result in termination of this contract under "Cancellation for Cause", Article 12 of this contract.

ARTICLE 5. PERIOD OF PERFORMANCE

The effective period of this Agreement shall be for the period **July 1, 2020** through **June 30, 2021** (the "Performance Period").

ARTICLE 6. STANDARDS OF PERFORMANCE

The Grantee shall perform the project and activities as set forth in the Contract Application and described herein in accordance with those standards established by statute, administrative rule, the Division, and any applicable professional standards.

ARTICLE 7. SUBLET OR ASSIGNMENT OF AGREEMENT

The Grantee, its agents, subgrantees or subcontractors shall not sublet or assign all or any part of the work under this Agreement without prior written approval of the State. The State reserves the right to reject any subcontractor or subgrantee after notification. The Grantee shall be responsible for all matters involving any subcontractor or subgrantee engaged under this Agreement, including grant compliance, performance, and dispute resolution between itself and a subcontractor or subgrantee. The State bears no responsibility for subcontractor or subgrantee compliance, performance, or dispute resolution hereunder.

ARTICLE 8. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES

If a State public official (as defined in section 19.42, Wis. Stats.) or an organization in which a State public official holds at least a 10% interest is a party to this Agreement, this Agreement shall be voided by the State unless timely, appropriate disclosure is made to the State of Wisconsin Government Accountability Board, 212 East Washington Ave., Third Floor, Madison, Wisconsin 53703.

The Grantee shall not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Agreement without the prior written consent of the State and the employer of such person or persons.

ARTICLE 9. NONDISCRIMINATION IN EMPLOYMENT

The Grantee shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee shall take affirmative action to ensure equal employment opportunities. The Grantee shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the State setting forth the provisions of the nondiscrimination clause.

Grants estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Grantee. An exemption occurs from this requirement if the Grantee has a workforce of less than fifty (50).

Within fifteen (15) working days after this Agreement is executed, the Grantee shall submit the Affirmative Action Plan/exemption statement to the Department of Administration, State Bureau of Procurement, PO Box 7867, Madison, WI 53707, unless compliance eligibility is current. No extensions of this deadline shall be granted.

Grantee is encouraged to contact this office at (608) 266-2605 for technical assistance on Equal Opportunity requirements.

Failure to comply with the conditions of this clause may result in the declaration of Grantee ineligibility, the termination of this Agreement, or the withholding of funds.

ARTICLE 10. SMALL BUSINESS AND MINORITY-OWNED BUSINESSES

The Grantee shall make positive efforts to utilize small business and minority-owned business sources of supplies and services. Such efforts shall allow these sources the maximum feasible opportunity to compete for contracts or subcontracts to be performed utilizing state or federal funds.

ARTICLE 11. TERMINATION AT WILL

The Division may terminate this Agreement at any time with or without cause by delivering written notice to the Grantee by Certified Mail, Return Receipt Requested, not less than 30 days prior to the effective date of termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. Upon termination, the State's liability shall be limited to the actual costs incurred in carrying out the project as of the date of termination plus any termination expenses having prior written approval of the State.

The Grantee may terminate this Agreement with or without cause by delivering written notice to the Division by Certified Mail, Return Receipt Requested, not less than 30 days prior to effective date of termination. Date of receipt, as indicated on the Return Receipt, shall be the effective date of notice of termination. Upon receipt of termination notice, the Grantee shall make available to the Division program records, equipment, and any other programmatic materials. In the event the Agreement is terminated by either party, for any reason whatsoever, the Grantee shall refund to the Division within forty-five (45) days of the effective date of notice of termination any payment made by the Division to the Grantee which exceeds actual approved costs incurred in carrying out the project as of the date of termination.

ARTICLE 12. TERMINATION FOR NONAPPROPRIATION

The State reserves the right to terminate this Agreement in whole or in part without penalty due to nonappropriation of necessary funds by the Legislature or the Federal Government.

ARTICLE 13. FAILURE TO PERFORM

The State reserves the right to suspend payment of funds if required reports are not provided to the State on a timely basis or if performance of grant activities is not evidenced. The State further reserves the right to suspend payment of funds under this Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other contracts between the State and the Grantee in whole or in part.

The Grantee's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the State and may be a factor in a decision to withhold payment and may be cause for termination of this Agreement.

ARTICLE 14. PUBLICATIONS

The Grantee may publish materials produced under this Agreement subject to the following conditions:

- a) All materials produced under this Agreement shall become the property of the Department of Administration and may be copyrighted in its name. The Grantee reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use such materials for government purposes.

- b) All reports, studies, videos, websites or other documents resulting from this contract shall acknowledge the financial assistance provided by the Department. The following notation shall be carried on all articles, reports, publications or other documents resulting from this Agreement.

"This (article, report, publication or document) is funded (in whole or in part) by the Wisconsin Department of Administration, Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration under the terms and conditions of this Agreement." (see Attachment B for further guidance).

ARTICLE 15. AMENDMENT

This Agreement may be amended at any time by mutual consent of the parties hereto. Amendments shall be documented by written, signed and data addenda.

ARTICLE 16. SEVERABILITY

If any provision of this Agreement shall be adjudged to be unlawful or contrary to public policy, then that provision shall be deemed null and void and severable from the remaining provisions, and shall in no way affect the validity of this Agreement.

ARTICLE 17. WAIVER

Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

ARTICLE 18. FORCE MAJEURE

Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party. If any such event occurs, the nonperforming party shall make reasonable efforts to notify the other party of the nature of such condition and the extent of the delay and shall make reasonable, good faith efforts to resume performance as soon as possible.

ARTICLE 19. EXTRA WORK

If the State desires to have the Grantee perform work or render services other than provided for by the expressed intent of this Agreement such work shall be considered as Extra Work, subject to written amendment to this Agreement setting forth the nature and scope thereof and the compensation therefor as determined by mutual agreement between the State and the Grantee. Work under such amendment shall not proceed unless and until so authorized by the State. Any such continuance of service which would cause compensation to exceed the total amount of this Agreement shall be contingent upon the above provision and the appropriation of necessary funds by the Legislature.

ARTICLE 20. LABOR STANDARDS

The Grantee shall comply with and assure compliance of all Project contractors and subcontractors with the Davis-Bacon Act, as amended 40 U.S.C. 3141-3148, the Contract Work Hours and Safety Standards Act 40 U.S.C. 3701-3708, other applicable Federal laws and regulations pertaining to labor standards, and the Labor Standards section of the Implementation Handbook.

ARTICLE 21. CHOICE OF LAW AND VENUE

In the event of a dispute this Agreement shall be interpreted in accordance with the laws of the State of Wisconsin, to the extent that there is no conflict with Federal law or applicable program requirements. The venue for any dispute shall be Dane County, Wisconsin.

FISCAL TERMS AND CONDITIONS

ARTICLE 22. AVAILABILITY OF FUNDS

Funds have been appropriated by the Wisconsin Legislature or received from the Federal Government for the services covered under this Agreement.

ARTICLE 23. SOURCE OF FUNDS

Federal funds for this grant by the Wisconsin Coastal Management Program are authorized by the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*; 31 U.S.C. 6506; 42 U.S.C. 3334; and 15 CFR Part 923). The U.S. Department of Commerce, National Oceanic and Atmospheric Administration awards funding to the state through "Coastal Zone Management Administration Awards", listed in the Catalog of Federal Domestic Assistance (CFDA) under number 11.419.

The funds awarded under this contract have been encumbered and are subject to the continued availability of funding from the National Oceanic and Atmospheric Administration, through Award Number **NA20NOS4190092**. The pass-through entity is the Wisconsin Department of Administration, and the awarding official is Director, Grants Management Division, NOAA.

ARTICLE 24. VARIANCES

Variances to the budget outlined in Attachment A may be permissible as long as the transfer of funds among cost categories does not exceed 10 percent of the current total award. If the transfer of funds is above 10 percent of the total award, the changes shall be approved by the Division in writing. A variance shall not be used to authorize a revision of the amount awarded or a change in the performance period. Such changes shall be made by amendment to the Agreement.

ARTICLE 25. LIMITATION ON COSTS

Reimbursement by the Department shall be 50% of the total cost or not to exceed **Twenty-Nine Thousand Two Hundred Sixty-Eight Dollars (\$29,268.00)**. The Grantee shall provide 50% of the total cost, or **Twenty-Nine Thousand Seven Hundred Sixty-Eight Dollars (\$29,768.00)**. See itemized budget in Attachment A.

ARTICLE 26. ELIGIBLE COSTS

Eligible Costs are those costs which can be audited and which are directly attributable to grant activities and identified and approved in Attachment A.

1. No Eligible Costs subject to reimbursement by this Grant may be incurred prior to the execution of this Agreement.
2. Costs only as identified in the Budget and described in the Scope of Work are allowed.
3. All methods of charging expenses against this Agreement shall be submitted for review and approval by the State.

ARTICLE 27. ALLOWABLE COSTS

Office of Management and Budget (OMB) Uniform Guidance, Subpart E (codified at 2 CFR Part 200), shall be complied with by the grantee with respect to specific items and their cost allowability.

ARTICLE 28. REIMBURSEMENT OF FUNDS

The Grantee shall return to the State or other appropriate governmental agency or entity any funds paid to the Grantee in excess of the allowable eligible costs under this Agreement. If the Grantee fails to return excess funds, the State may deduct the appropriate amount from subsequent payments due to the Grantee from the State. The State also reserves the right to recover such funds by any other legal means including litigation if necessary.

The Grantee shall be responsible for reimbursement to the State for any disbursed funds, which are determined by the State to have been misused or misappropriated. The State may also require reimbursement of funds if the State determines that any provision of this Agreement has been violated. Any reimbursement of funds which is required by the State, with or without termination, shall be due within forty-five (45) days after giving written notice to the Grantee.

ARTICLE 29. LIMITED USE OF PROGRAM FUNDS

This Agreement is a mutually exclusive Agreement. The Grantee shall not apply funds authorized pursuant to other Program Agreements toward the activities for which funding is authorized by this Agreement nor shall funding authorized by this Agreement be used toward the activities authorized pursuant to other Program Agreements. The word "funds" as used in this Article does not include Program income.

ARTICLE 30. FINANCIAL MANAGEMENT

The Grantee agrees to maintain a financial management system that complies with the rules and regulations required by the Program funding source described in ARTICLE 23 and with standards established by the State to assure funds are spent in accordance with law and to assure that accounting records for funds received under this Agreement are sufficiently segregated from other Agreements, programs, and/or projects.

ARTICLE 31. METHOD OF PAYMENT

Payment shall be by the Department to the Grantee upon receipt of **quarterly** invoices submitted on the required reimbursement form and sent to the following address:

Coastal Management Grants Specialist
Department of Administration
Division of Intergovernmental Relations
101 East Wilson Street, 9th Floor
PO Box 8944
Madison, WI 53708-8944

- a) Invoices shall reflect eligible costs incurred by approved Budget line item. Invoices shall be accompanied by written documentation of eligible costs. The Department shall make payment if it determines that the Grantee is making satisfactory progress in completing the project tasks based on the Grantee's progress report submitted at the same time as the invoice.
- b) Final invoice shall be submitted to the Department no later than (60) days following close of the Agreement.

ADMINISTRATIVE TERMS AND CONDITIONS

ARTICLE 32. SINGLE AUDIT REQUIREMENT

The Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.

Federal Funded Awards:

Governmental and Non-profit Grantees, or their assignees, that **expend** federal funds during their fiscal year shall comply with Subpart F of the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (codified at 2 C.F.R. Part 200), and the State Single Audit Guidelines issued by the Department. Audit reports are due to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

State Funded Awards:

NOTE: If an audit is required under the Omni Circular Subpart F as described above, then this section does not apply as State Funded Awards will already be included in that audit.

Governmental and Non-profit Grantees, or their assignees, which **received** state funds during their fiscal year, shall comply with the requirements set forth in the State Single Audit Guidelines issued by the Department. Audit reports are due to the State within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

Submit To:

Please review the Department of Administration's Single Audit Compliance Supplement for details on submission of the reporting package (<https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx>).

ARTICLE 33. EXAMINATION OF RECORDS

The Division, any of its authorized representatives and the U.S. Government shall have access to and the right at any time to examine, audit, excerpt, transcribe and copy on the Grantee's premises any directly pertinent records and computer files of the Grantee involving transactions relating to this Agreement. Similarly, the State shall have access at any time to examine, audit, test and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, the Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the State. Such material shall be retained for three years by the Grantee following final payment on the Agreement.

This provision shall also apply in the event of cancellation or termination of this Agreement. The Grantee shall notify the State in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by the Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to the Grantee and shall be reimbursed by the State.

The minimum acceptable financial records for the project consist of: 1) Documentation of employee time; 2) Documentation of all equipment, materials, supplies and travel expenses; 3) Inventory records and supporting documentation for allowable equipment purchased to carry out the project scope; 4) Documentation and justification of methodology used in any in-kind contributions; 5) Rationale supporting allocation of space charges; 6) Rationale and documentation of any indirect costs (submitted with initial invoice); 7) Documentation of Agreement Services and Materials; and 8) Any other records which support charges to project funds. The Grantee shall maintain sufficient segregation of project accounting records from other projects or programs.

ARTICLE 34. PERFORMANCE REPORTS

The Grantee shall submit Performance Reports to the State on a quarterly basis as long as this Agreement is in effect. Reporting dates are as follows: **September 30, December 30, March 30, June 30**. The Performance Reports shall detail the uses of the funds received under this Agreement, how funds have been expended and the amounts expended during the preceding fiscal period, until all funds have been expended.

1. Progress Reports - The Grantee shall provide quarterly progress reports which detail project tasks completed and related expenses. Any program and/or fiscal problems encountered must be itemized.
2. Close-out period - The Grantee shall be allowed 60 days after contract completion date to prepare the final report and invoice. Only costs for compiling, editing and printing of final reports, preparation of financial reports and other costs associated solely with contract close-out activities may be incurred during this period.
3. Program Summary and Final Report - A separate summary of the project by the Grantee shall be included with the final report. The summary should include: an identification of the coastal resource management issue addressed; a summary of improvements; where possible, quantitative information on the degree of improvement, i.e., acres of wetlands protected, areas mapped, feet of trail developed, etc.; and where possible, state, federal, and local funds expended for the overall project. This report shall not exceed 1-2 single-spaced pages.
4. Final Work Products - Submit three copies (including one copy in digital/electronic format, if appropriate) of any final work products.

SPECIAL TERMS AND CONDITIONS

ARTICLE 35. COMPETITIVE PROCUREMENT PRACTICES

Grantee shall utilize State of Wisconsin competitive procurement practices for products and services purchased as a result of this award. Where state and local procurement practices differ, state rules, standards, policies and practices shall take precedence.

ARTICLE 36. REASONABLE COSTS

Grantee shall attempt to control unit costs for products and services procured as a result of this Agreement, to the state average experience.

ARTICLE 37. AUDITS

Grantee shall perform an "Agreed Upon Procedures Audit" on request. This audit shall consist of procedures and questions agreed upon by the State and the Auditor and shall expand beyond the scope of that provided for under the Wisconsin State Single Audit Guideline requirements.

ARTICLE 38. EQUIPMENT ACCOUNTABILITY

Title to equipment purchased with funds provided under this Agreement shall vest in the Grantee's name, unless otherwise specified by an attachment. Disposition of any equipment shall be in accordance with applicable property disposal procedures.

ARTICLE 39. PATENT INFRINGEMENT

The Grantee selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further that the sale or use of the articles described herein shall not infringe any United States patent. The Grantee covenants that it shall, at its own expense, defend

every suit which shall be brought against the State of Wisconsin (provided that such Grantee is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale of use of such articles and agrees that it shall pay all costs, damages, and profits recoverable in any such suit.

ARTICLE 40. PROGRAM INCOME

Program income means gross income received by the Grantee that is directly generated from the use of the Agreement award, including but not limited to repayments of funds that had been previously provided to eligible beneficiaries; interest earned on any or all Agreement funds obtained from the State; proceeds derived after the Agreement close out from the disposition of real property acquired with any or all funds provided under this Agreement or interest earned on Program income pending its disposition.

All Program income shall be recorded and used in accordance with the rules and regulations of the Program funding source described herein. If at any time changes in the use of Program income are considered, the Grantee shall submit a plan detailing the proposed uses of Program income to the State for approval. Should the Grantee decide following Agreement close out to discontinue using Program income for such purposes, the Grantee shall return the Program income balance and any additional Program income accrued to the State by January 31 of the following year.

ARTICLE 41. TRAINING – WORKSHOPS – SEMINARS – EXHIBIT SPACE

If any portion of the funds are used to support training, workshops, seminars, exhibit space, etc., the Wisconsin Department of Administration, Division of Intergovernmental Relations shall receive complimentary registrations and/or exhibit/booth space, if requested.

ARTICLE 42. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Grantee certifies that to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period receding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b); and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this article, such prospective participant shall attach an explanation to this proposal.

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Attachment A

Grant Agreement # AD209127 – 021.31

1. Type of Project (check one):	☐ Coastal Wetland Protection and Habitat Restoration ☐ Nonpoint Source Pollution Control ☐ Coastal Resources and Community Planning ☐ Great Lakes Education ☒ Public Access and Historic Preservation
2. Project Title (max. 15 words): Kreher Park Redevelopment : Public Access	
3. Organization applying: City of Ashland	5. Organization nine-digit DUNS Number: 071499719
4. Contact Person and Address (include full, nine-digit zip code): Sara Hudson 601 Main St W Ashland WI 54806 Phone: 715.685.1644 Email: shudson@coawi.org	6. Primary County where project is located: Ashland
	7. Other Counties where project is located:
	8. Congressional District #: 7
	9. State Senate District #: 25
	10. State Assembly District #: 74
11. Total Project Cost: \$59,900	
12. WCMP Share: \$29,950	14. WCMP Percent: 50 %
13. Applicant Share: \$29,950	15. Applicant Percent: 50 %
16. Brief Summary of the Project (300 word maximum). Include (a) Project Description (1-2 paragraphs) and (b) Tasks/Deliverables (title and 1-2 sentence description for each task/deliverable). The project should have at least one task: add more as applicable. Consider completing this portion of the application last to summarize your proposal.	
a. The City of Ashland is seeking funding to assist with redevelopment of the former Ashland/Northern States Power Lakefront Superfund Site (aka Kreher Park) in and along the shores of the Chequamegon Bay in Lake Superior into a public multi-use recreational space for boaters, fisherman, tourists and community members. The redevelopment of this site includes construction of a new two bay boat launch, pedestrian/bike trail, boat and trailer parking, site lighting and outdoor event space. This grant request is for the construction of 1000' of pedestrian trail and site/safety lighting at the site entrances. b. Project Tasks/Deliverables: 1. Public Access: Construction of 1000 ft of ADA Pedestrian Trail along the southern part of the site on an abandoned railroad corridor. 2. Public Access: Installation of lighting along the site entrances for public safety.	

Attachment A

Grant Agreement # AD209127 – 021.31

1. Background/context: Concisely state the problem or issue that this proposal addresses. Include important background information.

The City of Ashland is seeking funding to redevelop the former Ashland/Northern State Power Lakefront Superfund Site in the Chequamegon Bay of Lake Superior into a public multi-use recreational space for boaters, fisherman, tourists and community members. The redevelopment of this site includes construction of a new two bay boat launch, pedestrian trail, parking, outdoor boat storage, site/safety lighting and event/green space. The Ashland/Northern States Power Lakefront Superfund site is made up of several properties historically owned by Northern States Power Co. of Wisconsin (d/b/a Xcel Energy), Canadian National Railroad and the City of Ashland. The twenty six (26) acre site contains sixteen (16) acres of contaminated lake sediment just off-shore and ten (10) acres of contaminated upland area. The near-shore portion of the site was formed through placement of fill consisting of sawdust, wood and wood waste, demolition debris, and other waste material. The upland area was the home to a former manufactured gas plant. Contaminants found in sediment and groundwater include tar, oil and other waste consisting of polyaromatic hydrocarbons, or PAHs, volatile organic compounds, or VOCs, and metals. Soil, groundwater, and an adjacent residential area were also contaminated causing the closure of two artesian wells and the installation of an onsite wastewater treatment plant to perpetually treat the contaminated ground water.

Since 2002 when the site was placed on the Superfund National Priorities List by the Wisconsin Department of Natural Resources (DNR) and US Environmental Protection Agency (EPA), access to a portion of the bay and shore was restricted to boats and swimmers. This occurred because agitation of the lakebed sediment could result in the release of oil and tar, causing a slick to form. These contaminants can cause skin irritation and increased sensitivity to the sun. Clean up of this site began in 2013 with the remediation of the ten (10) acre land portion of the project. A permanent breakwater barrier was built in 2015 in the bay to control wave action during the cleanup and provide a safe harbor for future development of the site. In 2016 a successful pilot wet dredge was completed along with the phase 1, soil and groundwater cleanup under the former gas plant and Kreher Park. Phase 2, the full-scale wet dredge cleanup in the Chequamegon Bay, was completed in 2018 and final cap and redevelopment of the site can begin in 2019. In 2017, the City of Ashland began working with the Commissioners of Public Lands on a Lakebed Lease for this site. A fifty (50) year lakebed lease was signed in 2018 by the City of Ashland and the Governor of Wisconsin. The historical uses of the site caused the lakebed to be filled and the ownership of the area changed hands several times before the City took ownership of the site. Within the Lakebed Lease, the area from Ellis Ave North to Willis Ave North is Kreher Park. The Superfund site covers the area from Ellis Ave North to Prentice Ave North and this grant would be used for the redevelopment of the western most half of the site.

The Kreher Park Redevelopment project is broken into multiple phases due to cost and site complications. Phase 1 taking place in 2019 will include the installation of aggregate for the parking lot/thoroughfare and pilings for the boat launch. Phase 2 will include construction of the boat launch and potential construction of the pedestrian trail with lighting in 2020. Phase 3, in 2021, will be paving of the parking lot and thoroughfare.

2. Project Description:

a. Describe the project for which funding is requested. Describe how the project will address the issue(s) outlined in the Background/Context section, above. Do NOT include information about tasks which are not part of the funding request.

The City of Ashland is seeking funding to redevelop the former Ashland/Northern State Power Lakefront Superfund Site in the Chequamegon Bay of Lake Superior into a public multi-use recreational space for boaters, fisherman, tourists and community members. This grant application is for the construction of a 1000' ADA compliant pedestrian and bike path along the southern boundary of the former NSP/Ashland Lakefront Superfund Site utilizing an old railroad grade as base. This site has been closed to the public since 2013, when cleanup of the Superfund site began. The site also had approximately 1200' of City of Ashland's Rails to Trails System (ARTS) Waterfront Trail on it. Since this closure created a "missing link" or loss of easy access for public use of the Waterfront Trail, a lengthy uphill detour along US Hwy 2 was created for pedestrians and bicyclists. The City currently has ownership of the parcel(s) where the proposed trail is planned and this area is not part of the cap or remediated area of the Superfund Site. This proposal is also for the installation of lights at the entry/exit points of the site for the public (both car and pedestrian/bicyclist) to enter and exit the site. The proposed lighting at the entry points are also not in the cap/remediated area of the Superfund Site making installation of poles and utilities less complicated.

Remediation of the Superfund Site does include installation of a six foot concrete apron between the grass and sheet pile wall, and though the apron looks like a sidewalk it is not mean to be used as a pedestrian trail but rather as a buffer to allow water to sheet flow away from the cap and into the Lake. The proposal of a new pedestrian/bicycle trail will be built specifically to be used as a trail per Wisconsin Department of Transportation Guidelines and will create a safer, more direct route across the site to the rest of the Waterfront Trail.

b. Describe how this project is part of an integrated effort or approach. With assistance from Wisconsin Coastal Management the City recently completed the update of the City of Ashland Comprehensive Outdoor Recreation Plan 2019-2024 and is 95% complete with the update of the City of Ashland Waterfront Development Plan. Both plans reference redevelopment of the Superfund Site as a priority or goal. Starting in 2010, community input sessions, concept designs and planning documents have been created to guide redevelopment of the site. The Record of Decision between Northern States Power and the City also states the area will be remediated/capped for the purpose of recreational use. The proposed project will reconnect two sections of the Waterfront Trail, allowing the public to access five plus miles of Lake Superior Shoreline and 11.5 miles of the entire ARTS.

Attachment A

Grant Agreement # AD209127 – 021.31

3. Impact on Coastal Resources: Address all of the issues listed below as they relate to your project.

Type of Project	Suggested Indicators
Wetland Protection and Habitat Restoration	• Acres of habitat restored or protected
Nonpoint Source Pollution Control	• Reduction in tons of soil erosion/sedimentation
Great Lakes Education	• Number of people trained • Projected audience
Coastal Resources and Community Planning	• Number of municipalities included in a plan • Land area/coastline covered by the plan • Type of coastal resource (e.g., habitat) protected • Ordinances developed
Public Access and Historic Preservation	• Linear feet of coastline made accessible or acquired • Acres Acquired

a Describe the coastal impacts of the project. How will the project address a coastal problem, need or priority?

The remediation and redevelopment of the NSP/Ashland Lakefront Superfund Site addresses several coastal impacts including but not limited to the removal of harmful contaminants along the shoreline of Lake Superior, removal of harmful contaminants from the lake bed, continued treating of contaminated groundwater, landfill capping of the contaminated site, relocation of the pedestrian trail to the southern part of the site, the installation of bioswales to reduce runoff and non-point source pollution and the reuse of a superfund site as a public recreation space. On the flip side, this project will address both a need and priority of the community to provide safe, quality, uninterrupted access to Ashland's Lake Superior Shoreline.

b. Describe the extent to which the project permanently addresses the problem or need.

The overall redevelopment project of the NSP/Ashland Lakefront Superfund Site address the lack of public space along Lake Superior's waterfront. These trail and lighting accessibility improvements coupled with the other improvements and public green space will once again make Kreher Park usable to the public. This will create a destination site and revenue generator for not only the City but other local businesses.

c. Describe how this project addresses priorities identified in local, state, regional, or national plans (such as remedial action plans, basin plans, Lakewide Area Management Plans, State of Wisconsin Hazard Mitigation Plan, county Land and Water Conservation Plans, et cetera), the priorities of the Conference of Great Lakes and St. Lawrence Governors and Premiers, or the Great Lakes Regional Collaboration Strategy.

International:

- Under the Great Lakes Water Quality Agreement (GLWQA), the governments of Canada and the United States have committed to restore and maintain the physical, biological and chemical integrity of the waters of the Great Lakes. From this the **2015-2019 Lake Superior Lakewide Action and Management Plan (LAMP)** was created, Responding to Climate Change and Reducing Legacy Contaminants are action step in the LAMP and addressed by the project.

Multi-State:

- A major priority of the Council of Great Lakes Governors is to "adopt sustainable use practices that protect environmental resources and may enhance the recreational and commercial value of our Great Lakes."
- The Council of Great Lakes Governors has established nine priorities to guide the restoration and protection of the Great Lakes, one priority is "use [best] practices that protect environmental resources and may enhance the recreational and commercial value of our Great Lakes". This project, creating access for fishing, viewing and swimming on Lake Superior would increase the recreational value for all users.
- American with Disabilities Act states that "no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of services, programs, or activities of a public entity, or be subjected to discrimination by any such entity." This project will ultimately create a fully ADA accessible network that will connect from upland areas out to the tip of the ore dock.

State of Wisconsin:

- The Wisconsin Statewide Comprehensive Outdoor Recreation Plan (2019-2023) notes a goal to "Boost participation in outdoor recreation".

Regional:

- A goal appearing in the "Comprehensive Economic Development Strategy" of Northwest Wisconsin Regional Planning Commission is to "protect, conserve, and encourage the efficient management of the region's forest, water, land, and other natural

Attachment A

Grant Agreement # AD209127 – 021.31

resources”.

County:

- The proposed project would be consistent with Ashland County’s Land and Water Resource Management Plan (2011) by “protect[ing] and improve[ing] aquatic and terrestrial wildlife habitat in Ashland County” and by “providing information and education concerning natural resource conservation to . . . local governments . . . and the general public through cooperation and coordination with other resource management entities”.

Local:

- **Authentic Ashland: A Comprehensive Plan for Ashland, WI, 2015-2035** states under *Ashland Priorities : Protect and Connect the Lake* “For the lake to shape Ashland in the 21st Century, it must be treated in ways that stimulate demand for the city’s downtown and neighborhoods. This means that high-quality connections and access to the lake are profoundly important...examples of [a] project that would enhance the lakeshore and its connections to the city [are the completion of] the ore dock and park project”
- The City is a member of the Lake Superior Collaborative and this project would meet several of the resource mismanagement priorities addressed in the Strategic Priorities document such as
- **City of Ashland Comprehensive Outdoor Recreation Plan 2019-2024.** Goal 7: Continue the enhancement of the Ashland Trail System and under Future Development for Kreher Park and The Superfund Site
- The logo for the City of Ashland and the Ashland Chamber of Commerce is “Find Yourself Next to the Water”

d. Describe the measurable results (give estimated benefits for all that apply) that you will be able to report. Use the suggested indicators listed below, or others that are appropriate to your project.

This project will construct 1000’ of a public ADA accessible pedestrian and bike trail along Ashland’s Lake Superior waterfront. The project will reconnect the east and west side of the Waterfront Trail, allowing pedestrians/bikers the ability to utilize the entire 11.5 miles of the ARTS.

4. Methodology and Timetable

a. Provide a timeline (list, table, or chart) with grant and match-funded tasks and major milestones. Your timeline may begin no earlier than July 1.

TRAIL DESIGN, ENGINEERING AND BIDDING DOCUMENTS

Design and creation of engineering and bidding documents for the proposed trail and site lighting– September/October 2020
Outcome #1: City Staff will design and create engineering documents for the proposed trail and site lighting (City Match)

COMPETITIVE BIDDING PROCESS

- 1) Solicit Bids from Qualified Contractors for the construction of the trail and installation of site lighting – December 2020
Outcome #2: The City will bid the project and review bids from qualified contractors to construct the proposed trail and site lighting improvements (Match)
- 2) Retain a contractor to construct the proposed trail and install site lighting – Spring 2021
Outcome #3: Retention of a reputable and qualified contractor (Match and Grant)

PROJECT COMPLETION

Grand Opening of the Trail June 2021

Outcome: The City of Ashland will host a ribbon cutting ceremony to officially open the trail in June of 2021 (Match)

Implementation of this project is critical in illustrating progress to community members since access to the site has been restricted for years. The proposed project will coincide with other work happening on the site with the construction of a boat launch in 2020 and paving of the site in 2021. The project also coincides with the WisDOT TAP grant project, repaving 9 miles of the existing ARTS in 2021. This project will also serve as a catalyst for attracting additional public and private funds to build momentum for implementation of future transformative phases.

b. Provide a list of work products or deliverables. Describe how you will develop the work products and/or achieve tasks. “Measurable results” from Section 3d should be incorporated into this section.

Waterfront Trail Connector

- Creation of design, engineer and bidding documents for project
- Public Access to and through the former Superfund Site
- Construction of 1000’ ADA accessible pedestrian trail

c. Describe how the project will encourage public participation and how the final product(s) will be distributed (as appropriate). If the project requires public participation (by state or other regulations), does the project exceed minimum standards?

The public has been an active participant since 2010 when the first concept plan for the redevelopment of the Superfund Site was created. The City does plan on hosting a public information session in the Spring of 2020 to inform community members on next steps with the Superfund

Attachment A

Grant Agreement # AD209127 – 021.31

Site. The meeting will be coordinated with the EPA, DNR, and NSP (Xcel Energy). The project is expected to be complete by June 2021.

d. For Public Access projects, please describe how the project incorporates planning for changing lake levels.

The proposed project constructs an ADA compliant pedestrian/bike trail 400' away from the Lake Superior shoreline. This original trail section was along the Lake Superior shoreline which can see water levels fluctuate up to 4ft in less than a 12 hour period. This area of Lake Superior has also experienced several major storm events causing high wind and wave action.

5. Project Budget

- a. Provide a breakdown of the proposed project budget using **Table 1**. WCMP Grant projects with a total budget of \$60,000 or less require a 50% match (that is, 1 to 1). Projects with a total budget larger than \$60,000 require a 60% match (that is, 1 to 1.5). Applicants requesting more than \$100,000 should contact the WCMP while they develop their applications.
- b. Contractual costs must be itemized (if known) using Table 2. Applicant may also provide further budget details using additional categories/sub-categories in the Table 3 or in another format, if necessary.
- c. Each table must show proposed *total* cost in each category rounded to the **nearest** dollar.

Table 1: Budget (Required)

Activity (do not change categories)	WCMP Request	Match	Total
Personnel (names required, if known)*	\$	\$2,000	\$2,000
Fringe Benefits (provide rate)			
Equipment			
Travel			
Supplies			
Contractual (complete Table 2)	\$29,768	\$24,768	\$54,536
Construction			
Other		\$3,000	\$3,000
Indirect Charges (requested indirect should not exceed 15% of total requested amount)			
Totals	\$29,768	\$29,768	\$59,536

- Personnel Include: Dan Maderich, John Butler, Greg Ledin, and Dan Homola

Table 2: Contractual (Required if there is "Contractual" funding in Table 1)

Activity – Contractual Costs	WCMP Request	Match	Total
Personnel	\$	\$	\$
Fringe Benefits (provide rate)			
Equipment			
Travel			
Supplies			
Contractual			
Construction	\$29,268	\$24,768	\$54,036
Other			
Indirect Charges (requested indirect should not exceed 15% of total requested amount)			
Totals			

Attachment A

Grant Agreement # AD209127 – 021.31

Table 3: Estimated Pedestrian Trail Construction and Trail Lighting

Activity	WCMP Request	Match	Total
Mobilization	\$1,000	\$	\$1,000
Common Excavation	\$676	\$	\$676
Dense Graded Base (4")	\$2,460	\$2,459	\$4,921
Asphalt Surface (2")	\$6,062	\$6,062	\$12,324
Connection to Existing Roadways	\$1,500	\$1,500	\$3,000
Light Pole Bases	\$2,000	\$2,000	\$4,000
Light Poles	\$7,500	\$7,500	\$15,000
Light Fixtures	\$2,500	\$	\$2,500
Electrical Service	\$3,000	\$3,000	\$6,000
Contingency	\$2,570	\$2,247	\$4,817
Totals	\$29,268	\$24,768	\$54,036

6. Budget Description

a. Describe the composition and source of the matching funds. Indicate whether nonfederal matching funds have been secured or committed.

The City of Ashland has secured \$500,000 from the Recreational Boating Facilities Program and \$125,000 from the Sport Fish Restoration Grant Program towards this redevelopment project to fund the construction of a boat launch, pedestrian trail, parking, outdoor boat storage, site/safety lighting and event/green space.

b. Describe efforts to fully explore other grant funding sources, to establish the project's need for WCMP funding.

The City believes WCMP's funding focusing on public access and historical preservation is a good fit for this project. This belief is based upon the historical uses of the site and the fact that this new pedestrian trail continues public access to five plus miles of Lake Superior Shoreline including four public beaches, five public parks and 5 miles of ADA trail.

c. Describe how the project will leverage additional funding, separate from the WCMP grant and match amounts.

The City will leverage WCMP funds in an ask for additional funding from the Recreation Boating Facilities grant program and WisDOT Grant to assist in the completion of the project with the paving of the parking lot and thoroughfare in 2021.

d. Describe any past WCMP-projects that are directly related to this project, if applicable. (For example, if WCMP provided past funding for site planning at a proposed public access project.)

WCMP has funded the update of the two of the City of Ashland's Planning Documents: City of Ashland Comprehensive Outdoor Recreation Plan and City of Ashland's Waterfront Redevelopment Plan. Both updates have been completed in 2019.

7. Bonus objectives. Address all of the issues listed below as they relate to your project.

a. Build partnership alliances with other organizations or agencies (describe their roles).

The redevelopment of the Superfund Site has been collaborative effort between US EPA, Wisconsin DNR, NSP, contractors and the City from the beginning. This project has had its ups and down but has ended with all agencies in agreement that the recreational reuse of the area benefits the community and Lake Superior.

b. Develop exceptional marketing, outreach or education strategies.

NA

c. Encourage coast-wide projects or solutions.

The project is an easily replicated project throughout the coastal regions of the Great Lakes. Turning abandoned railroad corridors into ADA compliant pedestrians trails is a way to encourage outdoor recreation.

d. Engage underrepresented communities.

The proposed ADA pedestrian trail will allow for all community members to access Lake Superior regardless of age, sex, color, and ability. Community member will once again be able travel easily from the West side of Ashland to the East/.

ATTACHMENT B

ACKNOWLEDGEMENTS FOR PROJECTS FUNDED BY THE WISCONSIN COASTAL
MANAGEMENT PROGRAM

1. For audio productions:

Funding provided by the Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration.

2. For video productions:

On the screen, in color, all of the following:

Wisconsin Coastal Management Program wave logo with the words “Wisconsin Coastal Management Program”

National Oceanic and Atmospheric Administration gull logo with the words “National Oceanic and Atmospheric Administration”

3. For printed documents and work products, including web-based publications:

Wisconsin Coastal Management Program Logo (also available as electronic file):



National Oceanic and Atmospheric Administration Logo (also available as electronic file):



Required text acknowledgement:

Funded by the Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration, Office for Coastal Management under the Coastal Zone Management Act, Grant # NA20NOS4190092.

ATTACHMENT C

**SPECIAL TERMS AND CONDITIONS FOR PUBLIC ACCESS, CONSTRUCTION, AND
HABITAT RESTORATION PROJECTS**

ARTICLE (A). Signs at Construction Project Site.

The Grantee shall erect at the site of the project and maintain during construction, a sign satisfactory to the Wisconsin Coastal Management Program (WCMP), identifying the project and indicating the fact that NOAA and WCMP are participating in the development of the project.

ARTICLE (B). Permanent Plaque at Project Site.

The Grantee shall install a permanent plaque at the project site, approved by the Wisconsin Coastal Management Program, acknowledging financial assistance for the project was provided by the National Oceanic and Atmospheric Administration (NOAA) through the Wisconsin Coastal Management Program.

ARTICLE (C). Statutory Requirements for Construction Contracts.

The Grantee shall comply with the following federal laws and all applicable standards, orders or regulations issued pursuant thereto:

1. The Copeland “Anti-Kickback” Act, as amended (18 USC 874) as supplemented in the Department of Labor regulations (41 CFR Chapter 60).
2. The Flood Disaster Program Act of 1973 (P.L. 93-234), as amended. The Grantee will fulfill any flood insurance requirements under this Act and any regulations issued thereunder by the U.S. Department of Housing and Urban Development or which may be issued by NOAA.
3. Architectural Barriers Act (P.L. 90-480, 42 USC 4151), as amended, and the regulations issued or to be issued thereunder, prescribing standards for the design and construction of any building or facility intended to be accessible to the public which may result in the employment of handicapped persons therein. All construction elements of the project must comply with guidelines established by the Americans with Disabilities Act of 1990. Projects must also comply with Chapter 69 of the State Building Code, Section 504 of the Rehabilitation Act of 1973 and any other federal and state accessibility requirements.
4. Rehabilitation Act of 1973, 29 USC 794, Executive Order 11914. No otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
5. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), as amended, 15 CFR Part 916.
6. The National Environmental Policy Act of 1969 (P.L. 90-190); the National Historic Preservation Act of 1966 (80 Wis. Stats., 915, 16 USC 470); and Executive Order No. 11593 of May 31, 1971.
7. For construction grants for more than \$10,000, the Grantee must keep the following information in their files for the Department’s review.
 - a. Name, address and telephone number of Grantee;
 - b. Grantee’s employer identification number;

- c. Dollar value of grant;
- d. Starting and completion dates of Grant Agreement;
- e. Grantee number; and
- f. Geographical area of performance.

8. Additionally, for each grant awarded, the Grantee shall keep the following information in their files for the Department's review.

- a. Tabulation of bid(s), the alternates, where applicable, to be taken by number and amount; and the resultant total(s) of the proposed award. The tabulation will also show the designing Architect/Engineer's estimate. The tabulation must be accompanied by a certification of the Architect/Engineer as to the correctness and completeness of the tabulation. The certificate must be accompanied by a statement from the Architect/Engineer recommending award to the low bidder. If the award is recommended to other than the low bidder, the reasons must be fully stated, and accompanied by certification by the Grantee that such action is legal under local and State procurement law.
- b. A copy of the complete bid form of the successful bidder.
- c. A statement signed by the Authorized Representative of the Grantee that:
 - 1) All bids were received sealed and were opened in his/her presence;
 - 2) The Grantee has sufficient funds in addition to the funds provided by the Department to complete the project, including interim financing; and
 - 3) The Grantee has obtained, all land, rights-of-way, permits, franchises and all Federal, State and local coordination and approvals necessary for completion of the project, and in all other respects has complied with pertinent Federal, State and local laws.
 - 4) The Grantee shall assure that prevailing wages of the area are applied to all construction activities as are required by Federal or State regulations. The minimum wage rate for this project shall be not less than the prevailing wage rates established by the U.S. Department of Labor (Davis Bacon and related acts as amended) or not less than the prevailing minimum rates on file as set by the Wisconsin Department of Workforce Development. The higher of the two wage rates shall be used.

9. For construction or facility improvement grants or subcontracts exceeding \$100,000, the awarding agency may accept the bonding policy and requirements of the Grantee or subcontractor provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements are listed in Section 36(h) (1-3) of 15CFR24.

10. The Grantee shall carry insurance, and require each subcontractor to carry insurance of such types and in such amounts as normally required by the State.

11. The Grantee may make subawards that have been identified in the approved program activities. However, if they have not been so specified, the Grantee shall advise the Department of the proposed subawardee and the amount allocated prior to the making of such subawards. The Department reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this agreement.

12. Certification of nonsegregated facilities as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor. Prior to the award of any construction grant or subcontract exceeding \$10,000, the Grantee shall require each bidder to submit the following certification: by submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder, offeror,

applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Grant Agreement. As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, rests rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or any in fact segregated on the basis of race, creed, color or national origin, because of habitat, local custom or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identifiable certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
CERTIFICATIONS OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a grant or subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The Certification may be submitted whether for each Grantee or subcontractor or for all contracts during a period (i.e., quarterly, semi-annually or annually).

Note: The penalty for making false statements in offers is prescribed in 18 USC 1001.

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ATTACHMENT F

**SCIENTIFIC INTEGRITY FOR
WISCONSIN DEPARTMENT OF ADMINISTRATION
COASTAL MANAGEMENT PROGRAM GRANTS**

A. General Guidelines

Wisconsin Coastal Management Program (WCMP) promotes scientific integrity of research activities and management policies based on scientific research activities. WCMP discourages research bias, plagiarism, falsification, fabrication, and conflicts of interest. WCMP encourages transparency in research and policy decisions.

1. *Maintaining Integrity.* The recipient shall maintain the scientific integrity of research performed pursuant to this agreement including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct.

2. *Peer Review.* The peer review of the results of scientific activities under the agreement shall be accomplished to ensure consistency with National Oceanic and Atmospheric Administration (NOAA) standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.

3. In performing or presenting the results of scientific activities under this agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the recipient shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at <http://nrc.noaa.gov/ScientificIntegrityCommons.aspx>.

4. The recipient assumes the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. The recipient shall promptly notify WCMP of any incidents of misconduct.

5. By executing this agreement, the recipient provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.

B. Investigating Scientific Integrity or Scientific and Research Misconduct

1. *Initiating Investigation.* If the recipient determines that there is sufficient evidence to proceed to an investigation, it shall notify WCMP and, unless otherwise instructed, shall:

a. Promptly conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding regarding the violation of scientific integrity or scientific and research misconduct and an identification of appropriate remedies or a determination that no further action is warranted.

b. If the investigation leads to a finding regarding the violation of scientific integrity or scientific and research misconduct, obtain adjudication by a neutral third-party adjudicator. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.

2. *Finalizing Investigation.* When the investigation is complete, the recipient shall forward to WCMP a copy of the evidentiary record, the investigative report, any recommendations made to the neutral third-party adjudicating official, that adjudicating official's decision and notification of any corrective action taken or planned, and the subject's written response (if any).

C. Findings and Corrective Actions

If the recipient finds that scientific integrity has been violated or scientific and research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research completed or in process and shall:

1. Take all necessary corrective actions, which includes, but are not limited to, correcting the research record, and, as appropriate, imposing restrictions, controls, or other parameters on research in process or to be conducted in the future; and
2. Coordinate remedial action.

1. Type of Project (check one):	☐ Coastal Wetland Protection and Habitat Restoration ☐ Nonpoint Source Pollution Control ☐ Coastal Resources and Community Planning ☐ Great Lakes Education ☒ Public Access and Historic Preservation
2. Project Title (max. 15 words): Kreher Park Redevelopment : Public Access	
3. Organization applying: City of Ashland	5. Organization nine-digit DUNS Number: 071499719
4. Contact Person and Address (include full, nine-digit zip code): Sara Hudson 601 Main St W Ashland WI 54806 Phone: 715.685.1644 Email: shudson@coawi.org	6. Primary County where project is located: Ashland
	7. Other Counties where project is located:
	8. Congressional District #: 7
	9. State Senate District #: 25
	10. State Assembly District #: 74
11. Total Project Cost: \$59,900	
12. WCMP Share: \$29,950	14. WCMP Percent: 50 %
13. Applicant Share: \$29,950	15. Applicant Percent: 50 %
16. Brief Summary of the Project (300 word maximum). Include (a) Project Description (1-2 paragraphs) and (b) Tasks/Deliverables (title and 1-2 sentence description for each task/deliverable). The project should have at least one task; add more as applicable. Consider completing this portion of the application last to summarize your proposal. a. The City of Ashland is seeking funding to assist with redevelopment of the former Ashland/Northern States Power Lakefront Superfund Site (aka Kreher Park) in and along the shores of the Chequamegon Bay in Lake Superior into a public multi-use recreational space for boaters, fisherman, tourists and community members. The redevelopment of this site includes construction of a new two bay boat launch, pedestrian/bike trail, boat and trailer parking, site lighting and outdoor event space. This grant request is for the construction of 1000' of pedestrian trail and site/safety lighting at the site entrances. b. Project Tasks/Deliverables: 1. Public Access: Construction of 1000 ft of ADA Pedestrian Trail along the southern part of the site on an abandoned railroad corridor. 2. Public Access: Installation of lighting along the site entrances for public safety.	

1. Background/context: Concisely state the problem or issue that this proposal addresses. Include important background information.

The City of Ashland is seeking funding to redevelop the former Ashland/Northern State Power Lakefront Superfund Site in the Chequamegon Bay of Lake Superior into a public multi-use recreational space for boaters, fisherman, tourists and community members. The redevelopment of this site includes construction of a new two bay boat launch, pedestrian trail, parking, outdoor boat storage, site/safety lighting and event/green space. The Ashland/Northern States Power Lakefront Superfund site is made up of several properties historically owned by Northern States Power Co. of Wisconsin (d/b/a Xcel Energy), Canadian National Railroad and the City of Ashland. The twenty six (26) acre site contains sixteen (16) acres of contaminated lake sediment just off-shore and ten (10) acres of contaminated upland area. The near-shore portion of the site was formed through placement of fill consisting of sawdust, wood and wood waste, demolition debris, and other waste material. The upland area was the home to a former manufactured gas plant. Contaminants found in sediment and groundwater include tar, oil and other waste consisting of polyaromatic hydrocarbons, or PAHs, volatile organic compounds, or VOCs, and metals. Soil, groundwater, and an adjacent residential area were also contaminated causing the closure of two artesian wells and the installation of an onsite wastewater treatment plant to perpetually treat the contaminated ground water.

Since 2002 when the site was placed on the Superfund National Priorities List by the Wisconsin Department of Natural Resources (DNR) and US Environmental Protection Agency (EPA), access to a portion of the bay and shore was restricted to boats and swimmers. This occurred because agitation of the lakebed sediment could result in the release of oil and tar, causing a slick to form. These contaminants can cause skin irritation and increased sensitivity to the sun. Clean up of this site began in 2013 with the remediation of the ten (10) acre land portion of the project. A permanent breakwater barrier was built in 2015 in the bay to control wave action during the cleanup and provide a safe harbor for future development of the site. In 2016 a successful pilot wet dredge was completed along with the phase 1, soil and groundwater cleanup under the former gas plant and Kreher Park. Phase 2, the full-scale wet dredge cleanup in the Chequamegon Bay, was completed in 2018 and final cap and redevelopment of the site can begin in 2019. In 2017, the City of Ashland began working with the Commissioners of Public Lands on a Lakebed Lease for this site. A fifty (50) year lakebed lease was signed in 2018 by the City of Ashland and the Governor of Wisconsin. The historical uses of the site caused the lakebed to be filled and the ownership of the area changed hands several times before the City took ownership of the site. Within the Lakebed Lease, the area from Ellis Ave North to Willis Ave North is Kreher Park. The Superfund site covers the area from Ellis Ave North to Prentice Ave North and this grant would be used for the redevelopment of the western most half of the site.

The Kreher Park Redevelopment project is broken into multiple phases due to cost and site complications. Phase 1 taking place in 2019 will include the installation of aggregate for the parking lot/thoroughfare and pilings for the boat launch. Phase 2 will include construction of the boat launch and potential construction of the pedestrian trail with lighting in 2020. Phase 3, in 2021, will be paving of the parking lot and thoroughfare.

2. Project Description:

a. Describe the project for which funding is requested. Describe how the project will address the issue(s) outlined in the Background/Context section, above. Do NOT include information about tasks which are not part of the funding request.

The City of Ashland is seeking funding to redevelop the former Ashland/Northern State Power Lakefront Superfund Site in the Chequamegon Bay of Lake Superior into a public multi-use recreational space for boaters, fisherman, tourists and community members. This grant application is for the construction of a 1000' ADA compliant pedestrian and bike path along the southern boundary of the former NSP/Ashland Lakefront Superfund Site utilizing an old railroad grade as base. This site has been closed to the public since 2013, when cleanup of the Superfund site began. The site also had approximately 1200' of City of Ashland's Rails to Trails System (ARTS) Waterfront Trail on it. Since this closure created a "missing link" or loss of easy access for public use of the Waterfront Trail, a lengthy uphill detour along US Hwy 2 was created for pedestrians and bicyclists. The City currently has ownership of the parcel(s) where the proposed trail is planned and this area is not part of the cap or remediated area of the Superfund Site. This proposal is also for the installation of lights at the entry/exit points of the site for the public (both car and pedestrian/bicyclist) to enter and exit the site. The proposed lighting at the entry points are also not in the cap/remediated area of the Superfund Site making installation of poles and utilities less complicated.

Remediation of the Superfund Site does include installation of a six foot concrete apron between the grass and sheet pile wall, and though the apron looks like a sidewalk it is not mean to be used as a pedestrian trail but rather as a buffer to allow water to sheet flow away from the cap and into the Lake. The proposal of a new pedestrian/bicycle trail will be built specifically to be used as a trail per Wisconsin Department of Transportation Guidelines and will create a safer, more direct route across the site to the rest of the Waterfront Trail.

b. Describe how this project is part of an integrated effort or approach. With assistance from Wisconsin Coastal Management the City recently completed the update of the City of Ashland Comprehensive Outdoor Recreation Plan 2019-2024 and is 95% complete with the update of the City of Ashland Waterfront Development Plan. Both plans reference redevelopment of the Superfund Site as a priority or goal. Starting in 2010, community input sessions, concept designs and planning documents have been created to guide redevelopment of the site. The Record of Decision between Northern States Power and the City also states the area will be remediated/capped for the purpose of recreational use. The proposed project will reconnect two sections of the Waterfront Trail, allowing the public to access five plus miles of Lake Superior Shoreline and 11.5 miles of the entire ARTS.

3. Impact on Coastal Resources: Address all of the issues listed below as they relate to your project.

Type of Project	Suggested Indicators
Wetland Protection and Habitat Restoration	• Acres of habitat restored or protected
Nonpoint Source Pollution Control	• Reduction in tons of soil erosion/sedimentation
Great Lakes Education	• Number of people trained • Projected audience
Coastal Resources and Community Planning	• Number of municipalities included in a plan • Land area/coastline covered by the plan • Type of coastal resource (e.g., habitat) protected • Ordinances developed
Public Access and Historic Preservation	• Linear feet of coastline made accessible or acquired • Acres Acquired

a Describe the coastal impacts of the project. How will the project address a coastal problem, need or priority?

The remediation and redevelopment of the NSP/Ashland Lakefront Superfund Site addresses several coastal impacts including but not limited to the removal of harmful contaminants along the shoreline of Lake Superior, removal of harmful contaminants from the lake bed, continued treating of contaminated groundwater, landfill capping of the contaminated site, relocation of the pedestrian trail to the southern part of the site, the installation of bioswales to reduce runoff and non-point source pollution and the reuse of a superfund site as a public recreation space. On the flip side, this project will address both a need and priority of the community to provide safe, quality, uninterrupted access to Ashland's Lake Superior Shoreline.

b. Describe the extent to which the project permanently addresses the problem or need.

The overall redevelopment project of the NSP/Ashland Lakefront Superfund Site address the lack of public space along Lake Superior's waterfront. These trail and lighting accessibility improvements coupled with the other improvements and public green space will once again make Kreher Park usable to the public. This will create a destination site and revenue generator for not only the City but other local businesses.

c. Describe how this project addresses priorities identified in local, state, regional, or national plans (such as remedial action plans, basin plans, Lakewide Area Management Plans, State of Wisconsin Hazard Mitigation Plan, county Land and Water Conservation Plans, et cetera), the priorities of the Conference of Great Lakes and St. Lawrence Governors and Premiers, or the Great Lakes Regional Collaboration Strategy.
International:

- Under the Great Lakes Water Quality Agreement (GLWQA), the governments of Canada and the United States have committed to restore and maintain the physical, biological and chemical integrity of the waters of the Great Lakes. From this the **2015-2019 Lake Superior Lakewide Action and Management Plan (LAMP)** was created, Responding to Climate Change and Reducing Legacy Contaminants are action step in the LAMP and addressed by the project.

Multi-State:

- A major priority of the Council of Great Lakes Governors is to "adopt sustainable use practices that protect environmental resources and may enhance the recreational and commercial value of our Great Lakes."
- The Council of Great Lakes Governors has established nine priorities to guide the restoration and protection of the Great Lakes, one priority is "use [best] practices that protect environmental resources and may enhance the recreational and commercial value of our Great Lakes". This project, creating access for fishing, viewing and swimming on Lake Superior would increase the recreational value for all users.
- American with Disabilities Act states that "no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of services, programs, or activities of a public entity, or be subjected to discrimination by any such entity." This project will ultimately create a fully ADA accessible network that will connect from upland areas out to the tip of the ore dock.

State of Wisconsin:

- The Wisconsin Statewide Comprehensive Outdoor Recreation Plan (2019-2023) notes a goal to "Boost participation in outdoor recreation".

Regional:

- A goal appearing in the "Comprehensive Economic Development Strategy" of Northwest Wisconsin Regional Planning

Commission is to “protect, conserve, and encourage the efficient management of the region’s forest, water, land, and other natural resources”.

County:

- The proposed project would be consistent with Ashland County’s Land and Water Resource Management Plan (2011) by “protect[ing] and improve[ing] aquatic and terrestrial wildlife habitat in Ashland County” and by “providing information and education concerning natural resource conservation to . . . local governments . . . and the general public through cooperation and coordination with other resource management entities”.

Local:

- **Authentic Ashland: A Comprehensive Plan for Ashland, WI, 2015-2035** states under *Ashland Priorities : Protect and Connect the Lake* “For the lake to shape Ashland in the 21st Century, it must be treated in ways that stimulate demand for the city’s downtown and neighborhoods. This means that high-quality connections and access to the lake are profoundly important...examples of [a] project that would enhance the lakeshore and its connections to the city [are the completion of] the ore dock and park project”
- The City is a member of the Lake Superior Collaborative and this project would meet several of the resource mismanagement priorities addressed in the Strategic Priorities document such as
- **City of Ashland Comprehensive Outdoor Recreation Plan 2019-2024.** Goal 7: Continue the enhancement of the Ashland Trail System and under Future Development for Kreher Park and The Superfund Site
- The logo for the City of Ashland and the Ashland Chamber of Commerce is “Find Yourself Next to the Water”

d. Describe the measurable results (give estimated benefits for all that apply) that you will be able to report. Use the suggested indicators listed below, or others that are appropriate to your project.

This project will construct 1000’ of a public ADA accessible pedestrian and bike trail along Ashland’s Lake Superior waterfront. The project will reconnect the east and west side of the Waterfront Trail, allowing pedestrians/bikers the ability to utilize the entire 11.5 miles of the ARTS.

4. Methodology and Timetable

a. Provide a timeline (list, table, or chart) with grant and match-funded tasks and major milestones. Your timeline may begin no earlier than July 1.

TRAIL DESIGN, ENGINEERING AND BIDDING DOCUMENTS

Design and creation of engineering and bidding documents for the proposed trail and site lighting– September/October 2020

Outcome #1: City Staff will design and create engineering documents for the proposed trail and site lighting (City Match)

COMPETITIVE BIDDING PROCESS

- 1) Solicit Bids from Qualified Contractors for the construction of the trail and installation of site lighting – December 2020
Outcome #2: The City will bid the project and review bids from qualified contractors to construct the proposed trail and site lighting improvements (Match)

- 2) Retain a contractor to construct the proposed trail and install site lighting – Spring 2021

Outcome #3: Retention of a reputable and qualified contractor (Match and Grant)

PROJECT COMPLETION

Grand Opening of the Trail June 2021

Outcome: The City of Ashland will host a ribbon cutting ceremony to officially open the trail in June of 2021 (Match)

Implementation of this project is critical in illustrating progress to community members since access to the site has been restricted for years. The proposed project will coincide with other work happening on the site with the construction of a boat launch in 2020 and paving of the site in 2021. The project also coincides with the WisDOT TAP grant project, repaving 9 miles of the existing ARTS in 2021. This project will also serve as a catalyst for attracting additional public and private funds to build momentum for implementation of future transformative phases.

b. Provide a list of work products or deliverables. Describe how you will develop the work products and/or achieve tasks. “Measurable results” from Section 3d should be incorporated into this section.

Waterfront Trail Connector

- Creation of design, engineer and bidding documents for project
- Public Access to and through the former Superfund Site
- Construction of 1000’ ADA accessible pedestrian trail

c. Describe how the project will encourage public participation and how the final product(s) will be distributed (as appropriate). If the project requires public participation (by state or other regulations), does the project exceed minimum standards?

The public has been an active participant since 2010 when the first concept plan for the redevelopment of the Superfund Site was created. The City does plan on hosting a public information session in the Spring of 2020 to inform community members on next steps with the Superfund Site. The meeting will be coordinated with the EPA, DNR, and NSP (Xcel Energy). The project is expected to be complete by June 2021.

d. For Public Access projects, please describe how the project incorporates planning for changing lake levels.

The proposed project constructs an ADA compliant pedestrian/bike trail 400' away from the Lake Superior shoreline. This original trail section was along the Lake Superior shoreline which can see water levels fluctuate up to 4ft in less than a 12 hour period. This area of Lake Superior has also experienced several major storm events causing high wind and wave action.

5. Project Budget

- Provide a breakdown of the proposed project budget using **Table 1**. WCMP Grant projects with a total budget of \$60,000 or less require a 50% match (that is, 1 to 1). Projects with a total budget larger than \$60,000 require a 60% match (that is, 1 to 1.5). Applicants requesting more than \$100,000 should contact the WCMP while they develop their applications.
- Contractual costs must be itemized (if known) using Table 2. Applicant may also provide further budget details using additional categories/sub-categories in the Table 3 or in another format, if necessary.
- Each table must show proposed *total* cost in each category rounded to the **nearest** dollar.

Table 1: Budget (Required)

Activity <i>(do not change categories)</i>	WCMP Request	Match	Total
Personnel <i>(names required, if known)*</i>	\$	\$2,000	\$2,000
Fringe Benefits <i>(provide rate)</i>			
Equipment			
Travel			
Supplies			
Contractual (complete Table 2)	\$29,768	\$24,768	\$54,536
Construction			
Other		\$3,000	\$3,000
Indirect Charges <i>(requested indirect should not exceed 15% of total requested amount)</i>			
Totals	\$29,768	\$29,768	\$59,536

- Personnel Include: Dan Maderich, John Butler, Greg Ledin, and Dan Homola

Table 2: Contractual (Required if there is "Contractual" funding in Table 1)

Activity – Contractual Costs	WCMP Request	Match	Total
Personnel	\$	\$	\$
Fringe Benefits <i>(provide rate)</i>			
Equipment			
Travel			
Supplies			
Contractual			
Construction	\$29,268	\$24,768	\$54,036
Other			
Indirect Charges <i>(requested indirect should not exceed 15% of total requested amount)</i>			
Totals			

Table 3: Estimated Pedestrian Trail Construction and Trail Lighting

Activity	WCMP Request	Match	Total
Mobilization	\$1,000	\$	\$1,000
Common Excavation	\$676	\$	\$676
Dense Graded Base (4")	\$2,460	\$2,459	\$4,921
Asphalt Surface (2")	\$6,062	\$6,062	\$12,324
Connection to Existing Roadways	\$1,500	\$1,500	\$3,000
Light Pole Bases	\$2,000	\$2,000	\$4,000
Light Poles	\$7,500	\$7,500	\$15,000
Light Fixtures	\$2,500	\$	\$2,500
Electrical Service	\$3,000	\$3,000	\$6,000
Contingency	\$2,570	\$2,247	\$4,817
Totals	\$29,268	\$24,768	\$54,036

6. Budget Description

a. Describe the composition and source of the matching funds. Indicate whether nonfederal matching funds have been secured or committed.

The City of Ashland has secured \$500,000 from the Recreational Boating Facilities Program and \$125,000 from the Sport Fish Restoration Grant Program towards this redevelopment project to fund the construction of a boat launch, pedestrian trail, parking, outdoor boat storage, site/safety lighting and event/green space.

b. Describe efforts to fully explore other grant funding sources, to establish the project's need for WCMP funding.

The City believes WCMP's funding focusing on public access and historical preservation is a good fit for this project. This belief is based upon the historical uses of the site and the fact that this new pedestrian trail continues public access to five plus miles of Lake Superior Shoreline including four public beaches, five public parks and 5 miles of ADA trail.

c. Describe how the project will leverage additional funding, separate from the WCMP grant and match amounts.

The City will leverage WCMP funds in an ask for additional funding from the Recreation Boating Facilities grant program and WisDOT Grant to assist in the completion of the project with the paving of the parking lot and thoroughfare in 2021.

d. Describe any past WCMP-projects that are directly related to this project, if applicable. (For example, if WCMP provided past funding for site planning at a proposed public access project.)

WCMP has funded the update of the two of the City of Ashland's Planning Documents: City of Ashland Comprehensive Outdoor Recreation Plan and City of Ashland's Waterfront Redevelopment Plan. Both updates have been completed in 2019.

7. Bonus objectives. Address all of the issues listed below as they relate to your project.

a. Build partnership alliances with other organizations or agencies (describe their roles).

The redevelopment of the Superfund Site has been collaborative effort between US EPA, Wisconsin DNR, NSP, contractors and the City from the beginning. This project has had its ups and down but has ended with all agencies in agreement that the recreational reuse of the area benefits the community and Lake Superior.

b. Develop exceptional marketing, outreach or education strategies.

NA

c. Encourage coast-wide projects or solutions.

The project is an easily replicated project throughout the coastal regions of the Great Lakes. Turning abandoned railroad corridors into ADA compliant pedestrians trails is a way to encourage outdoor recreation.

d. Engage underrepresented communities.

The proposed ADA pedestrian trail will allow for all community members to access Lake Superior regardless of age, sex, color, and ability. Community member will once again be able travel easily from the West side of Ashland to the East.

Kreher Park Redevelopment : Public Access



11/1/2019, 3:21:40 PM

Points

Override 1

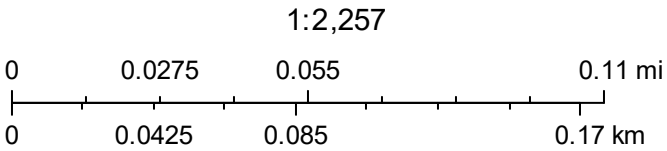
Lines

Override 1

Override 2

Parcel Mapping

Parcel Labels



City of Ashland Public Works Department, GIS Division
PICTOMETRY INTL

Kreher Park Redevelopment : Public Access Trail Construction (the Missing Link)



Above: Proposed trail east entrance

Below: East side of remediated Superfund site



Above: Trail Detour Sign

Upper Left: West side of remediated Superfund site

Lower Left: West Proposed trail west entrance



SUBJECT: Approve a Resolution to Submit a Community Development Investment (CDI) Grant Application to Support Redevelopment of 509-515 Main Street West (*Planning & Development*) Roll

RECOMMENDATION: Approval (unanimously recommended by Plan Commission at their March 16, 2021 meeting)

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Planning and Development Department
Plan Commission (unanimously recommended at their March 16, 2021 meeting)

EXHIBITS:

1. Proposed Resolution
2. Wisconsin Economic Development Corporation Program Guidelines for FY 2021: Community Development Investment Grant Program

EXPENDITURES REQUIRED: N/A: No City match required.

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE:

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: The proposed grant application to support redevelopment of the buildings located at 509-515 Main Street West to directly further Comprehensive Plan goals to revitalize Ashland's downtown, prioritize historic preservation, and support opportunities for entrepreneurship in the downtown.

SUMMARY STATEMENT:

Wisconsin Economic Development Corporation (WEDC) offers Community Development Investment Grant (CDIG) funds to Wisconsin municipalities to support downtown community development activities. The City has received two (2) CDIG's in recent years, with one supporting new construction of the Cobblestone Hotel and the most recent supporting building renovations for the EverGrow Learning Center. The matching requirement for this program changed in 2020 to a 1:1 match between grant funds and developer funds, increased from the 25% of project costs previously eligible for grant funding.

Given the increased funding available, the Plan Commission also reviewed the proposed resolution and unanimously voted to recommend approval to City Council at their March 16, 2021 meeting.

The scope of project activities to be supported through the grant fund would include remodeling of four (4) first-story commercial storefronts, and renovation of the second-story office space for future rental. All matching funds are provided by the developer. The City acts as a pass-through and is responsible for grant administration time and resources (including audit costs). This public-private partnership will enable to the property owner to make needed improvements to two very centrally-located, visible historic structures in Ashland's downtown. These project activities will further WEDC CDI Grant-identified funding goals to provide "measurable benefits in job opportunities, property values, and/or leveraged investment by local and private partners."

RESOLUTION No 17619

RESOLUTION TO SUBMIT A COMMUNITY DEVELOPMENT INVESTMENT (CDI) GRANT APPLICATION TO SUPPORT REDEVELOPMENT OF 509-515 MAIN STREET WEST

WHEREAS, D'Anna Zakovec, property owner of 509-515 Main Street West, is planning to renovate the buildings for the purpose of providing four (4) first-story commercial storefronts, and second-level commercial office space for lease, and has sought assistance from the City of Ashland, Wisconsin to make the project financially feasible; and

WHEREAS, Wisconsin Economic Development Corporation (WEDC) has funds available to support City development efforts by providing development incentives for shovel-ready projects with an emphasis on downtown revitalization efforts through their Community Development Investment Grant (CDIG).

NOW, THEREFORE, BE IT RESOLVED, the Common Council of the City of Ashland, Wisconsin authorizes the Department of Planning and Development to prepare and submit an application to Wisconsin Economic Development Corporation for Community Development Investment Grant funds in an amount up to \$250,000, to be used towards construction costs for redevelopment of the buildings located at 509-515 Main Street West in Ashland, Wisconsin.

PASSED: March 30, 2021

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney



**Wisconsin Economic Development Corporation
Program Guidelines for Fiscal Year 2021**

Program Name: Community Development Investment (CDI) Grant Program

Program Inception: WEDC FY13

Lead Division: Business and Community Development

☒ **New** ☐ **Revised** [Click here to enter a date.](#)

☒ **Aid** ☐ **Pass-thru Aid** ☐ **Technical Assistance**

Program Goal:

The goal of the Community Development Investment (CDI) Grant Program is to incent primarily downtown community development in the state of Wisconsin.

This program primarily supports the following WEDC Strategic Pillar and Focus Area:

Community and Economic Opportunity: Community Development

Program Description:

The program will support urban, small city and rural community redevelopment efforts by providing financial incentives for shovel-ready projects with emphasis on, but not limited to, downtown community driven efforts. Funded activities should lead to measurable benefits in job opportunities, property values and/or leveraged investment by local and private partners.

Eligibility Requirements:

Definitions:

“Designated Rural County” means a county with a population density of less than 155 residents per square mile as of the 2010 Census.

“Opportunity Zone” means a designated qualified opportunity zone in the State of Wisconsin under Internal Revenue Code § 1400Z-1.

Municipalities (including counties, cities, villages, and towns), tribal entities, and other governmental authorities designated by a municipality to apply on its behalf will be eligible to receive grant assistance under the following conditions:

- Grant recipients must provide a minimum 1:1 matching investment in project costs. For U.S. Economic Development Administration (EDA) CARES Act funded projects, the WEDC investment shall not exceed 20percent of the project budget.
- No more than 30% of the match investment may consist of other state and/or federal grant sources, unless the purpose of the funding is to provide match to an EDA CARES Act funded project.
- Applicants must provide a signed resolution by the governing elected body authorizing the submittal of an application to the CDI Grant Program



- Generally, applicants may only receive one CDI grant per fiscal year; applicants within Designated Rural Counties or Opportunity Zones may receive more than one grant per year, based on available funding.
- An applicant that was impacted by an event that has resulted in a State or Federal Disaster Declaration within the 24 months prior to submitting an application may receive funds for mitigation or preparedness planning and will receive additional considerations including the following:
 - WEDC may reduce or waive the match requirements
 - Applicants must demonstrate that other funding mechanisms (CDBG, WI Disaster Fund, FEMA, etc.) have been evaluated and fully utilized before applying for WEDC CDI Grant funding

Eligible activities are:

- Building renovation
- Historic preservation
- Demolition
- New construction
- Infrastructure investment
- Project or site development planning

Eligible projects are:

- Development of significant destination attractions
- Rehabilitation and reuse of underutilized or landmark buildings
- Infill development
- Historic preservation
- Infrastructure efforts, including disaster prevention measures, providing substantial benefits to downtown residents or property owners
- Mixed-use development (not exclusively residential)

During FY21, eligible activities and projects may include EDA CARES Act community development projects due to the COVID-19 pandemic.

Activities ineligible for grant assistance or match include, but are not limited to:

- Past costs
- In-kind contributions
- Indirect construction costs (a.k.a. “soft” costs)

WEDC will take the following into account when considering a CDI Grant:

- Impact on the community
- Financial justification
- Previous planning efforts
- Readiness to proceed
- Involvement of public-private partnerships
- Other factors determined by WEDC



Incentives and Available Funding (FY21): \$8,000,000

Funding will be limited to 50% of eligible project costs, with a maximum grant amount of up to \$250,000.

At least 50% of the funds will be awarded to communities within Designated Rural Counties.

Activities and Expected Outcomes:

Assist 40 communities and achieve a 20:1 leverage of other investment.

Performance Reporting:

Recipients will be required to annually submit a performance report documenting capital investment, assessed taxable property values, as well as any other contract deliverable.

WEDC annually selects awards on a sample basis for an audit. All backup documentation to the performance report is required to be maintained for the life of the award.

WEDC may impose additional reporting requirements to evaluate project performance and to ensure compliance with contract deliverables.

Application and Awards Process:

The CDI program has a continuous application process. Applicants for a CDI grant should complete an application through an Account Manager. The completed application will be assigned to an underwriter and will go through the award review process.

For more information on application review, internal process, and award distribution, please refer to WEDC's award administration policies and procedures.



Revision History:

Effective Date	Description of Change
7/1/2017	Consideration of multiple applications per community per fiscal year when funding is available
7/1/2017	Remove limitation of one CDI or BF grant per project
7/1/2017	Added project or site development planning as eligible activity
7/1/2018	Allow applicants in a Designated Rural County to receive more than one grant per fiscal year
7/1/2018	Reserve 50 percent of program funding for projects in a Designated Rural County
7/1/2019	Allow applicants in an Opportunity Zone to receive more than one grant per fiscal year; allow recipients to submit performance reports annually; clarify performance reporting requirements
7/1/2020	Expanded eligibility and funding for COVID-19 recovery initiatives

PROGRAM REVIEW:

This document has been reviewed by the following parties (Check all that apply):

☐ Chief Operating Officer
☐ Chief Legal Officer
☐ Chief Financial Officer
☐ Other _____

Senior Director of Public Policy: _____

Date _____

Division Vice President: _____

Date _____

AUTHORIZED APPROVAL:

CEO or Designee: _____

Date _____

SUBJECT: Approve a Resolution to Submit a Wisconsin Economic Development Corporation (WEDC) Idle Sites Redevelopment Program Grant Application to Support Construction of Infrastructure for Redevelopment of the City-Owned Timeless Timber Site (*Planning & Development*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Planning & Development

CLEARANCES: Planning and Development Department

EXHIBITS:

1. Proposed Resolution
2. WEDC Program Guidelines for FY 2201: Idle Sites Redevelopment Program

EXPENDITURES REQUIRED: N/A: No City matching funds required.

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE:

COMPLIANCE WITH ORDINANCE 51:

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD: The proposed Idle Sites grant application to support up to 30% of infrastructure construction costs for redevelopment of the Timeless Timber Site furthers Comprehensive Plan recommendations for careful disposition of City-owned land, and will help to support needed commercial and residential development in one of the City's distressed Tax Incremental Districts (TID #9).

SUMMARY STATEMENT:

Wisconsin Economic Development Corporation (WEDC) Idle Sites Redevelopment Program grant funding is available for communities to apply for in order to support infrastructure costs associated with private redevelopment of former brownfield sites which are a minimum of 5 acres in size, and have been inactive for a period of at least 5 years.

The City has consistently identified Idle Sites grant funding as a development tool which should be used for redevelopment of the Timeless Timber site, and was listed in the 2020 City Request for Proposals as a possible development incentive (in lieu of a TID incentive grant). The funding will cover up to 30% of infrastructure costs, and eligible costs can include on-site water, sanitary, storm water, sidewalk, curb/gutter and road infrastructure.

Given the timeline and the off-site costs which the commercial developer will be responsible for (namely the

center turn lane on U.S. Highway 2), the Idle Sites grant will primarily benefit the commercial development. However, the site will not be subdivided prior to grant application, to allow for collaboration between the commercial and residential developers on items such as shared storm water management.

RESOLUTION No 17620

RESOLUTION TO SUBMIT A WISCONSIN ECONOMIC DEVELOPMENT CORPORATION (WEDC) IDLE SITES REDEVELOPMENT PROGRAM GRANT APPLICATION TO SUPPORT CONSTRUCTION OF INFRASTRUCTURE FOR REDEVELOPMENT OF THE CITY-OWNED TIMELESS TIMBER SITE

WHEREAS, The City of Ashland released a Request for Proposals in 2020 to solicit a commercial and residential developer for the northern and southern portions of the Timeless Timber site respectively; and

WHEREAS, after considering public input, Ashland City Council selected El Tarasco, LLC for commercial redevelopment of the site and The Commonwealth Companies for residential redevelopment of the site at their February 23, 2021 Committee of the Whole meeting; and

WHEREAS, Wisconsin Economic Development Corporation (WEDC) has funds available to support City development efforts by providing funds for shovel-ready projects on former brownfield sites to offset infrastructure costs through their Idle Sites Grant program; and

NOW, THEREFORE, BE IT RESOLVED, the governing body of the City of Ashland, Wisconsin authorizes the Department of Planning and Development to prepare and submit an application to WEDC for Idle Sites funds in an amount up to \$500,000, to be used towards infrastructure construction costs for redevelopment of the City-owned Timeless Timber site.

PASSED: March 30, 2021

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney



**Wisconsin Economic Development Corporation
Program Guidelines for Fiscal Year 2021**

Program Name: Idle Sites Redevelopment Program

Program Inception: WEDC FY14

Lead Division: Business and Community Development

☒ **New** ☐ **Revised** [Click here to enter a date.](#)

☒ **Aid** ☐ **Pass-thru Aid** ☐ **Technical Assistance**

Program Goal:

The goal of the Idle Sites Redevelopment Program is to incent community redevelopment in the state of Wisconsin.

This program primarily supports the following WEDC Strategic Pillar and Focus Area:

Community and Economic Opportunity: Community Development

Program Description:

The program offers grants of up to \$500,000 to Wisconsin communities for the redevelopment of sites that have been idle, abandoned, or underutilized for a period of at least five years. Blighted properties may be perceived as eyesores that can lead to decreased property tax revenue for a community. The Idle Sites Redevelopment Program provides incentives to help rejuvenate abandoned blighted sites and assistance in elevating local economies. Approved projects can use funds for demolition, environmental remediation, infrastructure or site-specific improvements to advance the site to shovel ready status or enhance the site's market attractiveness.

Eligibility Requirements:

Definitions:

"Designated Rural County" means a county with a population density of less than 155 residents per square mile.

"Opportunity Zone" means a designated qualified opportunity zone in the State of Wisconsin under Internal Revenue Code § 1400Z-1.

The Applicant:

- Any city, village, town, county, government entity, or tribal entity that has one of the following:
 - An officially approved development agreement that describes the project and its goals, anticipated outcomes, project timeline, and actions, obligations and investments to be made by each party; or
 - An officially approved redevelopment plan that describes the project and its goals, anticipated outcomes, project timeline, and actions, obligations and investments necessary to achieve redevelopment



The Project Site:

- May be:
 - one or more contiguous industrial parcels that exceed 5 acres and had long term (over 25 years) industrial usage; or
 - one or more contiguous commercial parcels that exceed 10 acres and had long term (over 25 years) commercial usage; for projects in a Designated Rural County or Opportunity Zone, parcels need to exceed 5 acres; or
 - one or more contiguous institutional parcels that exceed 5 acres and had long term (over 25 years) institutional usage
- Applicants must own the targeted site or demonstrate the legal ability to access the property and perform the work proposed in the application

Eligible Costs:

- Grant and matching funds can be used for demolition, environmental remediation, rehabilitation or infrastructure improvements.
- Match may also include acquisition costs.
- WEDC funds cannot exceed 30% of eligible project costs

Activities ineligible for grant assistance or matching funds include, but are not limited to:

- Past costs
- In-kind contributions
- Costs of new construction
- Indirect construction costs (a.k.a. “soft” costs)
- Environmental work occurring on properties in which the current owner is also a causer who possessed or controlled the contaminant(s) on the site

Applicants must provide a signed resolution by the governing elected body authorizing the submittal of an application to the ISR Program and an approved development agreement or redevelopment plan demonstrating committed local and private investment that will likely provide for economic benefits such as increased generation of property taxes, reduced urban sprawl, use of existing infrastructure, reduction of environmental risks, and the creation of full-time permanent jobs.

WEDC will take the following into account when considering an ISR grant:

- The potential of the project to promote economic and community development in the area
- A written financial commitment by a lending institution and / or government entity to the applicant enabling the project to reach fruition
- The adequacy and completeness of the site investigation and remediation effort
- The extent to which costs are budgeted and itemized by qualified parties
- The size and location of the property and the site’s relationship to economic centers
- The economic distress of the community encompassing the project site
- Feasibility and readiness of the proposed project

Incentives and Available Funding FY21): \$1,1,00,000

The incentives in this program are grants of up to \$500,000 for redevelopment of idle sites of 5 acres or larger. Applicants may receive one award per fiscal year.



Activities and Expected Outcomes:

Assist three communities and achieve a 20:1 leverage of other investment.

Performance Reporting:

Recipients will be required to annually submit a performance report documenting capital investment, assessed taxable property values, as well as any other contract deliverable.

WEDC annually selects awards on a sample basis for an audit. All backup to the performance report is required to be maintained for the life of the award.

WEDC may impose additional reporting requirements to evaluate project performance and to ensure compliance with contract deliverables.

Application and Awards Process:

The ISR program has a continuous application process. Applicants for an ISR grant should complete an application through an Account Manager. The completed application will be assigned to an underwriter and will go through the award review process.

For more information on application review, internal process, and award distribution, please refer to WEDC's award administration policies and procedures.

Revision History:

Effective Date	Description of Change
7/1/2017	Changed to an ongoing application process
7/1/2017	Added requirement for signed resolution of support from local government unit submitting application
7/1/2017	Added limitation for one award per fiscal year per community
7/1/2018	Clarified the terms development agreement and redevelopment plan
7/1/2018	Expanded types of eligible sites and reduced acreage requirements in a Designated Rural County
7/1/2019	Clarified eligible costs; reduced acreage requirements for projects in an Opportunity Zone; clarified performance reporting requirements



PROGRAM REVIEW:

This document has been reviewed by the following parties (Check all that apply):

☐ Chief Operating Officer
☐ Chief Legal Officer
☐ Chief Financial Officer
☐ Other _____

Senior Director of Public Policy: _____

Date _____

Division Vice President: _____

Date _____

AUTHORIZED APPROVAL:

CEO or Designee: _____

Date _____

SUBJECT: Approve Resolution in Support of a Strong State and Local Partnership (*Mayor*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Mayor

CLEARANCES: Mayor
City Attorney

EXHIBITS: 1. Proposed Resolution

EXPENDITURES REQUIRED: N/A

AMOUNT BUDGETED: N/A

APPROPRIATION REQUIRED: N/A

TREASURER'S CERTIFICATE: N/A

COMPLIANCE WITH ORDINANCE 51: Section 51.26 (b) of Chapter 51, Ashland City Ordinances, permit the Mayor and/or Clerk to schedule items directly for Council action when a timely decision is needed by the City. The Mayor has chosen to direct this item directly to Council pursuant to the authority granted to her in Chapter 51, Ashland City Ordinances.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

Council is being asked to approve the Resolution provided by the Wisconsin League of Municipalities, of which the City of Ashland is a member. Below is information re-printed from the March 21, 2021 edition of Municipality magazine and is written by the League's Deputy Director, Curt Witynski. Curt manages the League's lobbying program, representing the League before the Legislature, the governor's office, and state agencies.

In the coming weeks, the State of Wisconsin will be considering and approving its budget for the next two years. For over 100 years the state has provided general, unrestricted aid to municipalities, towns, and counties to help pay for basic local services like police and fire protection and to deliver property tax relief. This program has historically been called shared revenue. The state created the shared revenue program in 1911 using income tax dollars to hold municipalities harmless from a new property tax exemption the Legislature had created. In 2004, the shared revenue program was revised and renamed the county and municipal aid program. Shared revenue has always maintained an important position in the state budget because it supports the most essential elements of local government services.

The county and municipal aid and utility aid programs, combined with the expenditure restraint aid program, rank as the sixth largest state general fund program in 2020-21, behind elementary and secondary school aids,

medical assistance, corrections operations, the University of Wisconsin system, and the school levy and first dollar tax credits. Yet, while shared revenue remains one of the largest state programs in terms of total funding level, it has declined significantly in relative size to the rest of the state budget over the last 20 years due to large cuts to the program in 2004, 2010, and 2012, and little or no growth in other years. In 1994-95, shared revenue made up 12.5% of the state's total general fund appropriations, but that share has decreased to 4.3% of general fund appropriations in 2020- 21. According to the Wisconsin Budget Project, over the last 25 years, shared revenue declined by over 47%, when accounting for inflation, from almost \$1.6 billion in 1996 to \$830 million in 2020. During that time, shared revenue for cities, villages, and towns was cut by \$94 million, a 12% drop. Over the same time frame the cost of providing services in communities has steadily increased, resulting in local property taxpayers shouldering a larger percentage of the cost of local government.

The formula for distributing shared revenue was turned off in 2002 and has not been used since. Annual payments are based on what a community received the prior year. Since 2002 each individual municipality and county has received the same payment it received the prior year except for those years when total funding for the program was cut. Total funding for the program has remained at \$753 million since 2012. Consequently, since 2013, each community's annual payment has been the same amount it received in 2012. For over 100 years the shared revenue program has been a key component of Wisconsin's system of state and local finance. It is an important part of the state's effort to keep property tax growth under control. Moreover, it is an equitable, efficient way to help fund police, fire, streets, and other critical local services. Yet, funding for this program has been steadily reduced over the last 20 years. The state cannot profess a commitment to holding down property taxes and continue to decrease or hold flat shared revenue.

It is crucial that shared revenue be maintained, and program funding keep pace with the rising cost of providing police, fire, ambulance, street maintenance, elections, and other vital municipal services.

RESOLUTION No 17621

RESOLUTION IN SUPPORT OF A STRONG STATE & LOCAL PARTNERSHIP

WHEREAS, for over ninety years the Wisconsin State Shared Revenue Program has been a key component of Wisconsin's state and local relationship and an important part of the state's overall program of property tax relief; and

Whereas, over the last twenty years shared revenue funding for municipalities has been cut by \$94 million; and

Whereas, over the last generation, property taxes have grown as a share of city and village revenues as shared revenue and other state aid to Wisconsin municipalities has lagged; and

Whereas, state aid provided a larger share of municipal revenues in Wisconsin than property taxes from 1975 to 1997. Today property taxes account for more than twice as much municipal revenue as state aid; and

Whereas, to create and maintain quality communities that attract businesses and families, municipalities must invest in services and infrastructure that people and businesses expect, like police protection, fire suppression, road maintenance, snowplowing, libraries, and parks; and

Whereas, the State should reinvest a portion of its sales and income tax revenue growth in local communities to spur further economic growth and make Wisconsin communities places where people want to live and work.

Now, Therefore, Be It Resolved, that the Common Council approves for the City of Ashland call on the Legislature to pass a state budget increasing funding for the shared revenue program and directs the Clerk to send a copy of this Resolution to the state legislators representing the City of Ashland, to Governor Tony Evers and to the League of Wisconsin Municipalities.

PASSED: March 30, 2021

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

SUBJECT: Approve Ordinance to Amend Chapter 5 (2020-1937) Ashland City Ordinances, Municipal Board of Absentee Canvassers (*Clerk*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

CLEARANCES: Clerk

EXHIBITS:

1. Proposed Ordinance
2. Chapter5 Municipal Board of Absentee Canvassers - redlined

EXPENDITURES REQUIRED: NA

AMOUNT BUDGETED:

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: NA

COMPLIANCE WITH ORDINANCE 51: Section 51.26 (b) of Chapter 51, Ashland City Ordinances, permit the Mayor and/or Clerk to schedule items directly for Council action when a timely decision is needed by the City. The City Clerk has chosen to direct this item directly to Council pursuant to the authority granted to her in Chapter 51, Ashland City Ordinances.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN OF RECORD:

SUMMARY STATEMENT:

Chapter 5 (2020-1937) Ashland City Ordinances references the newly formed Municipal Board of Absentee Canvassers. Section 5.05: Reports and Record Keeping currently states:

“Reports and Record Keeping. All Board minutes and records shall be approved by Ashland City Council and filed with the City Clerk. “

The Clerk’s Office is proposing the amending Section 5.05 to reduce redundant procedures for City staff and Council members. Election minutes and records are initially reviewed and approved by the Ashland Board of Canvassers, and then by the Wisconsin Elections Commission. These minutes are public record, and are maintained and filed by the City Clerk per Wisconsin Election Law. Also, submitting Municipal Board of Absentee Ballot Canvass minutes to the municipal council or board is not required by Wisconsin State Statutes.

The amendment of Chapter 5.05 would eliminate the requirement to submit Municipal Board of Absentee Ballot Canvass minutes to Ashland City Council for approval. It would also eliminate the requirement to file additional copies of minutes with the City Clerk.

Sequential Ordinance No. 2021-1942

Chapter 5 (2020-1937)

Ordinance to Amend Chapter 5 Ashland City Ordinances, Municipal Board of Absentee Canvassers

An ordinance adopted by the Common Council for the City of Ashland at its regular meeting of March 30, 2021 for the amending Chapter 5.05 Reports and Recording Keeping to eliminate the requirement of the Common Council approve minutes.

SECTION I:

Section 5.05 shall be amended to read:

5.05. Reports and Record Keeping. All Board minutes and records shall be filed with the City Clerk.

SECTION II

This ordinance shall take effect upon passage and publication.

PASSED: March 30, 2021

PUBLISHED: April 6, 2021

Councilperson

ATTEST: _____
Denise Oliphant, City Clerk

Debra S. Lewis, Mayor

APPROVED AS TO FORM:

Tyler W. Wickman, City Attorney

CHAPTER 5. MUNICIPAL BOARD OF ABSENTEE CANVASSERS

5.01 Purpose

5.02 Membership and Organization

5.03 Meetings and Public Notice

5.04 Quorum

5.06 Reports and Record Keeping

5.07 Miscellaneous Provisions

5.01. Purpose. The City Council, in lieu of canvassing absentee ballots at polling places, hereby provides for the canvassing of absentee ballots by the Board of Absentee Ballot Canvassers, which shall canvass all absentee ballots at elections held in the City, designated by the City Clerk and approved by the City Council, pursuant to procedures established by the state governing elections.

5.02. Membership and Organization. The Board of Absentee Canvassers shall be composed of the City Clerk or a qualified elector of the City designated by the City Clerk, and two other qualified electors of the City appointed by the City Clerk, for a term of two years commencing on January 1 of each odd-numbered year. The initial terms of appointment shall expire on January 1, 2021, unless reappointed. All appointments shall comply with Wis. Stats. 7.52 and 7.53.

- a) The Board of Absentee Ballot Canvassers shall operate pursuant to the provisions of Wis. Stats. 7.52 and 7.53, as applicable.
- b) Pursuant to Wis. Stats. 7.52(1)(b), the City Clerk may appoint additional inspectors to assist the Absentee Ballot Board of Canvassers in canvassing absentee ballots under this section.

5.03. Meetings and Public Notice. The City Clerk, no later than the closing hour of the polls, shall post at the City Clerk's office and on the City of Ashland website, and shall make available to any person upon request, a statement of the number of absentee ballots that the City Clerk has mailed or transmitted to electors and that have been returned by the closing hour on Election Day.

5.04. Quorum. A quorum shall be the full Board.

5.05. Reports and Record Keeping. All Board minutes and records shall be ~~approved by Ashland City Council and~~ approved by the City Clerk and filed with the City Clerk.

5.06. Miscellaneous Provisions. If any section, clause, provision or portion of this ordinance is judged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the ordinance shall remain in force and not be affected by such judgement. All resolutions, ordinances, orders or parts thereof in conflict in whole or in part with any of the provisions of this ordinances are, to the extent of such conflict, hereby repealed.

