

**THE CITY OF ASHLAND WILL BE CONDUCTING THEIR MEETINGS IN PERSON
at
CITY HALL COUNCIL CHAMBERS, 601 MAIN STREET WEST, ASHLAND, WI
WITH THE AVAILABILITY TO ATTEND VIRTUALLY**

Please contact the Clerk's office if you require accommodations to attend the meeting.

To join the meeting from your computer, tablet or smartphone:

<https://global.gotomeeting.com/join/500263957>

Or dial in using your phone.

United States (Toll Free): 1-877-309-2073

Access Code: 500-263-957

**ASHLAND CITY COUNCIL MEETING
Tuesday, August 16, 2022 – 6:00 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. July 26, 2022 City Council and Committee of the Whole Meeting Minutes

4. CITIZEN PARTICIPATION PERIOD

5. MAYOR'S REPORT

A. Announcements

6. ADMINISTRATOR'S REPORT

7. NEW BUSINESS

A. Approve Agreement for Professional Engineering Services between City of Ashland and Greeley and Hansen, LLC for Preliminary Engineering for the New Lake Superior Water Intake Project (*Public Works*) Roll

B. Approve Change Orders No. 1 and No. 2 to Aneglo Luppino Construction for the Bike and Pedestrian Improvements Project (*Public Works*) Roll

C. Approve Change Orders for Kraemer North America, LLC for the Ashland Oredock Phase 2 (Diamond Access) Project (*Parks and Recreation*) Roll

8. **CLOSED SESSION (Roll): Council may return to Open Session and take action on any item discussed during Closed Session**
- A. **Pursuant to WI Stat. 19.85(1)(c):** "Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility." (*Administration*) (*Police Union Contract*)
 - B. **Return to Open Session** *Voice*
 - C. **Report of Action Taken During Open Session**

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, July 26, 2022 – 5:30 PM

Ashland City Hall Council Chambers

Please silence all cell phones during the meeting

1. CALL TO ORDER

The Tuesday, July 26, 2022 Ashland City Council meeting was called to order by Mayor Matt Mac Kenzie 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: Kevin Seefeldt, Sarah Jackson, Ana Tochtermann (5:40), Eric Lindell, Laura Graf, Charlie Ortman, Dick Pufall

ABSENT:None

ALSO PRESENT: Mayor Matthew MacKenzie, City Administrator Brant Kucera, City Clerk Denise Oliphant, City Attorney Tyler Wickman, Planning Assistant Mandolyn Lyons, and other concerned citizens.

2. APPROVAL OF AGENDA

Lindell moved, seconded by Ortman to approve the agenda with an correction to the title of Item 8G. The motion carried unanimously to approve the amended agenda by voice vote.

3. APPROVAL OF MINUTES

A. July 12, 2022 City Council and Committee of the Whole Meeting Minutes

Ortman moved, seconded by Seefeldt to approve the minutes as presented. 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:

Kent Ritola, Ritola, Inc. introduced himself to Council as Project Manager for Ritola, Inc. who had been bidding on projects in the city.

5. MAYOR'S REPORT

A. Announcements

MacKenzie mentioned a number of events that took place in Ashland, including the performance by the Kids from Wisconsin, Bay Days, and the All-Class Reunion. There are also a number of projects involving road work and paving continuing throughout town. He thanked those who helped put on the City's staff picnic, and asked all to keep in their thoughts those who were involved in the recent motor vehicle accident on July 22, 2022. The Primary Election is slated for August 9, 2022, and the police and fire departments are hosting a National Night Out on August 2, 2022 at the Bretting Community Center.

B. Appointments

Lindell moved, seconded by Seefeldt to approve to appoint Larry Cicero to the Harbor Commission whose term will expire on July 31, 2025, David Siegler as a member to the Zoning Board of Appeals, term to expire on July 13, 2024, and Tom Buzzi as an alternate to the Zoning Board of appeals, term to expire July 26, 2025. The motion carried unanimously by voice vote.

6. CONSENT AGENDA

A. Miscellaneous Meeting Minutes

Ortman moved, seconded by Tochtermann to approve the Consent Agenda. The motion carried unanimously by voice vote.

7. OLD BUSINESS

A. Approve a Resolution to Approve the Start Time for Combined Ashland City Council and Committee of the Whole Meetings (Clerk) Roll

Lindell moved, seconded by Seefeldt to approve the resolution. The motion carried 6-1 by roll call vote; Graf opposed.

B. Approve an Ordinance to Amend Chapter 51 (1814) City Council Procedures, Ashland City Ordinances (Clerk) Roll

Ortman moved, seconded by Graf to approve the ordinance. The motion carried unanimously by roll call vote.

C. Approve a Resolution to Reaffirm and Accept the Nine Tools of Civility Concerning Conduct of the Common Council and Committee of the Whole (Mayor) Roll

Graf moved, seconded by Jackson to approve the resolution. The motion carried unanimously by roll call vote.

8. NEW BUSINESS

- A. Approve to Waive the Provisions of Chapter 194.04 Procurement of Goods and Services, Purchases of More than \$30,000, Ashland City Ordinances, and Approve the Ashland Waste Water Utility to Purchase from the Public Works Department a 1996 John Deere 544G Front End Loader #1851 (*Public Works*) Roll**

Lindell moved, seconded by Ortman to approve the equipment purchase for \$37,000. The motion carried unanimously by roll call vote.

- B. Approve Final Payment to Ruotsala Construction, Inc for the 2021 Watermain Improvements Project (*Public Works*) Roll**

Ortman moved, seconded by Seefeldt to approve the final payment of \$51,378.21. The motion carried unanimously by roll call vote.

- C. Approve to Accept a Bid from Ritola, Inc. and Award a Contract for the 2022 Sewer Replacement Project (*Public Works*) Roll**

Ortman moved, seconded by Graf to accept the bid and award the contract for \$914,614.35. The motion carried unanimously by roll call vote.

- D. Approve a Resolution to Issue a Conditional Use Permit (CUP) to Install a Rooftop Sign at 210 5th Avenue East, Ashland, Parcel No.#201-01591-0000, Zoned City Center (C-C), Applicant: Chequamegon Theatre Association (*Planning*) Roll**

Lindell moved, seconded by Seefeldt to approve the resolution. The motion carried unanimously by roll call vote.

- E. Approve a Resolution to Issue a Conditional Use Permit (CUP) to Allow a 26' Tall Accessory Structure at 1002 Willis Avenue, Ashland, Parcel #201-02728-0100, Zoned Single & Two-Family Residential (R-2), Applicant: Marty Reykdal (*Planning*) Roll**

Ortman moved, seconded by Pufall to approve the resolution. The motion carried unanimously by roll call vote.

- F. Approve of a Wisconsin Department of Natural Resources (WI DNR) Outdoor Recreation Aids Grant Agreement for the Ashland Oredock Redevelopment Trail Access Project (*Parks and Recreation*) Roll**

Lindell moved, seconded by Graf to approve the grant agreement. The motion carried 6-1 by roll call vote; Pufall opposed.

- G. Discussion and Possible Action Regarding the Potential Purchase of Property at 501 3rd Street West (*Administration*) Roll**

Jackson moved, seconded by Lindell to approve the purchase for \$44,000 plus closing costs and property taxes due. The motion carried unanimously by roll call vote.

- 9. CLOSED SESSION (Roll) Council may return to Open Session and take action on any item discussed during Closed Session**

Wickman recommended not to enter into closed session as he had researched that this item was not entirely properly noticed. Ortman moved, seconded by Lindell to postpone this item to the August 16, 2022 Council agenda. The motion carried unanimously by voice vote.

10. ADJOURNMENT

July 26, 2022

Ortman moved, seconded by Jackson to adjourn. The motion carried unanimously by voice vote.

Respectfully Submitted,

Denise Oliphant,
City Clerk

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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 **July 26, 2022** 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, July 26, 2022 City of Ashland Committee of the Whole Meeting was called to order by Council President Eric Lindell at 7:00 PM.

ROLL CALL: Kevin Seefeldt, Sarah Jackson, Ana Tochtermann, Eric Lindell, Laura Graf, Charlie Ortman, Dick Pufall.

ABSENT: None.

ALSO PRESENT: Mayor Matt MacKenzie, City Administrator Brant Kucera, City Clerk Denise Oliphant, City Attorney Tyler Wickman, and other concerned citizens.

2. Council President's Report

Lindell reminded Council of the listening session to be held on Wednesday July 27, 2022 beginning at 6:00 PM at the Council Chambers. He intends not to hold any Committee of the Whole meetings through the month of August, and mentioned the SRO agreement is coming due in the fall and discussions with the Police Chief were planned.

3. Administrator's Report

Kucera offered that there is a report posted to the City's website completed by the school resource officer (SRO). As the School District has a new superintendent, he plans to discuss this agreement and the MOU with him and the Police Chief. Kucera reported an update as to the use to date of the ARPA funds, and asked Council to offer any suggestions or projects of interest that could be included in the expenditure of these funds.

4. Approval of Agenda

Lindell recommended to strike Item 5 from the agenda. Ortman moved, seconded by Seefeldt to approve the amended agenda. The motion carried unanimously by voice vote.

5. Discussion Items

A. Presentation, Discussion and Possible Action Regarding Chapter 30 Code of Ethics, Ashland City Ordinances, and Wisconsin Statutes Chapter 19.59, Codes of Ethics (Mayor/City Attorney)

Wickman introduced WI Statute 19.59 Code of Ethics and discussed instances where Councilors should abstain from discussion and voting, and examples of conflicts of interest.

B. Items for Future Discussion

Ortman: asked to address the decline in Monarch butterflies, and how to become a "Monarch City."

Seefeldt: recommended to address the speed limit, or the noncompliance of, on USH 2 at the west end of town.

Pufall: asked if Councilors should submit a wish list for the ARPA fund spending.

MacKenzie: mentioned that he would be bringing forward potential amendments to Chapter 467, Ashland City Ordinances.

Seefeldt: reminded Councilors to RSVP to the Public Works facility open house.

6. Adjournment

Ortman moved, seconded by Seefeldt to adjourn. The motion carried unanimously by voice vote.

Respectfully Submitted,

Denise Oliphant,
City Clerk

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SUBJECT: Approve Agreement for Professional Engineering Services between City of Ashland and Greeley and Hansen, LLC for Preliminary Engineering for the New Lake Superior Water Intake Project (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: Public Works Director
Utility Manager

EXHIBITS:

1.	Agreement for Professional Engineering Services between City of Ashland and Greeley and Hansen LLC
2.	DRAFT New Lake Superior Water Intake Phase 1 Estimated Fee Schedule

EXPENDITURES REQUIRED: \$163,473.00 - Army Corps of Engineers (75%)
\$ 54,491.00 - Fund 680 Water Utility (25%)
\$217,964.00 Total

AMOUNT BUDGETED: \$1,900,000.00 - Army Corps of Engineers

APPROPRIATION REQUIRED: \$ 54,491.00 - Fund 680 Water Utility

TREASURER'S CERTIFICATE: The Treasurer's Office has certified on August 10th, 2022, that Greeley & Hanesn, LLC is in compliance with the provisions of Ordinance 923.10 Ashland City Ordinances.

COMPLIANCE WITH ORD. 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: The proposed construction project conforms to the goals and community values identified in the City of Ashland's Comprehensive Plan.

SUMMARY STATEMENT:

The New Lake Superior Intake Project consists of the construction of a new replacement drinking water intake in Chequamegon Bay to serve the City's public water system as the primary source of water supply. The City's existing drinking water intake was constructed in 1891 and incurred significant damage in the 1920s. The intake has been repaired and remained in service since then with minimal disruptions in water supply but is exceeding its anticipated useful life. An asset with as much criticality as a drinking water intake should be replaced prior to exceeding its anticipated useful life due to the risk of asset failure and associated

consequences of asset failure. In addition, staff has experienced some instances of ice formation at the end of the existing intake, which lacks the controls necessary to address this type of problem. The location of the intake structure, following repair of the damage in the 1920s, is less than optimal and staff believe that water quality could be improved in an alternative location, which may also offer the possibility of extending the useful life of water filtration components at the drinking water plant.

The total cost of the project is to be determined, as a significant level of preliminary engineering is necessary to address key questions that will impact cost. However, best available information indicates that the total project cost could range between \$5-\$10 million. The Army Corps of Engineers (ACOE) has provided \$1.9 million in grant funds for this project. Additional strategies for funding the project are described below.

In March 2022, staff issued a Request for Qualifications to specific firms with a demonstrated history of completing projects associated with intakes in the Great Lakes. Four firms responded to the solicitation. The Public Works Director, Utility Manager, and a consulting engineer from Long Island Engineering served as the selection committee, reviewing the statements of qualifications provided and interviewing a select number of firms. Long Island Engineering's services were used to evaluate qualified firms due to a lack of staff experience with projects of this magnitude and complexity.

Greeley & Hansen (G&H) was selected as the firm most qualified to perform the work based on the qualifications of the personnel identified to complete the project design, experience implementing projects resulting in user rate increases, quality of references associated with previously completed drinking water intake projects and previous experience with ACOE funding and permitting requirements.

Specifically, G&H recently completed design and construction oversight of a new drinking water intake to serve the community of Waukesha, amongst other communities on Lake Michigan. G&H was able to demonstrate expertise with both the Wisconsin Department of Natural Resources (WI DNR) Safe Drinking Water Loan Program (SDWLP) and the Public Service Commission (PSC).

PSC approval is necessary for a project of this magnitude as it is expected to result in an increase in user rates for the drinking water utility. In addition, staff anticipates that the City will be in a strong position for funding and principal forgiveness under the SDWLP and G&H has demonstrated experience with projects funded by the SDWLP. The WI DNR has recently increased the amount of principal forgiveness available to a community of Ashland's size and income level and also offers low interest loans over a 30 year payback period. The scope of G&H services includes development of an optimal funding strategy for the project, which is expected to include a request to the ACOE for additional funds. G&H has direct experience with the development of funding strategies with resources available to Wisconsin communities from the Waukesha project.

The scope of the preliminary engineering services provided by G&H will include data collection/analysis, sizing and locating the new intake, development of a cost estimate, initial permitting, and collaborating with City staff on project funding sources and strategy.

The Public Works Department recommends accepting the proposal from Greeley and Hensen, LLC for preliminary engineering services at a cost of \$217,964.00. Additional engineering costs will be necessary to complete project design in 2023, and possibly 2024, as shown in the estimated fee schedule provided by G&H. Approval of preliminary engineering is only requested in 2022 due to the lack of availability of Water Utility funds and to allow Council to review additional engineering costs when staff has a more developed funding strategy for review. Key questions associated with the project, such as the total cost of the intake, will not be clarified until preliminary engineering is funded.

Funding for the engineering services is supported by pro rated shares, based on the executed Project Partnership Agreement (PPA) with the ACOE. The ACOE will provide funding for 75% of the cost of preliminary

engineering while the Water Utility will provide 25%.

Staff recommends approval of the professional design engineering services proposal from Greeley and Hansen, LLC.

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

between

CITY OF ASHLAND

and

GREELEY AND HANSEN LLC

Article I. PARTIES AND PROJECT

This AGREEMENT is made effective on the ____ day of _____ in the year 2022 between the City of Ashland, hereinafter referred to as CITY and Greeley and Hansen LLC, an Illinois limited liability company, hereinafter referred to as ENGINEER, with its principal office at 100 South Wacker Drive, Chicago, Illinois 60606-4004, and a regional office located at 741 N. Grand Avenue, Suite 308, Waukesha, WI 53186, for professional engineering services in connection with the New Water Intake Project, the PROJECT.

Article II. ENGINEER'S SERVICES

ENGINEER shall provide professional engineering services as required to complete the scope of services as set forth hereinafter, and shall perform such services in conformance with the ordinary standards of care and skill of the engineering profession.

A. Basic Services

The scope of the basic services for the PROJECT is set forth in Exhibit A attached hereto and made a part of this AGREEMENT.

CITY shall provide written authorization to ENGINEER prior to the commencement of the basic services, whereupon ENGINEER shall provide professional engineering services as

required to complete the basic services, as set forth in Exhibit A, to the approval of CITY. ENGINEER shall not perform services beyond the scope defined in Exhibit A without the prior written authorization of CITY.

B. Additional Services

At CITY's request, ENGINEER may submit proposals for additional professional engineering services in connection with the PROJECT. Each proposal submitted shall detail the: (1) scope of additional services, (2) period of services, and (3) method and amount of compensation.

CITY shall provide written acceptance and authorization to ENGINEER prior to the commencement of work on any proposed additional services. Upon receipt by ENGINEER of written acceptance and authorization by CITY, each proposal for additional services in connection with the PROJECT shall become part of this AGREEMENT and shall be governed by the terms and conditions contained herein.

C. Period of Services

ENGINEER agrees that the basic services, as defined in Article II. A., above, will be substantially complete within 260 calendar days.

The period for completion of the basic services will begin upon the date of CITY's written notice to proceed. ENGINEER shall not, however, be responsible for the timely completion of basic services, as agreed to herein (1) if completion is delayed by the failure of CITY to furnish the services provided for under Article IV., hereof, in a timely manner, (2) if there is a failure of any construction contractor to complete any construction contract work within original contract time requirements, or (3) for other reasons beyond the control of ENGINEER.

ENGINEER further agrees that additional services will be substantially complete within the period specified in each accepted and authorized proposal for additional services, unless reasons for delay in completion are beyond the control of ENGINEER.

If ENGINEER'S basic services or any accepted and authorized additional services are delayed or suspended in whole or in part by the CITY for more than ninety days beyond the scheduled completion date for said basic or additional services for reasons beyond ENGINEER'S control, compensation for the delayed services, as provided in Article III. hereunder, shall be subject to renegotiation upon the written request of ENGINEER. However, such request must be submitted by ENGINEER to the CITY prior to the completion of the delayed services.

Article III. ENGINEER'S COMPENSATION

ENGINEER shall perform professional engineering services as provided in Article II. of this AGREEMENT for which the CITY shall compensate ENGINEER as follows:

A. Basic Services

1. Personnel Services
2. ENGINEER shall be compensated for personnel services on the basis of actual annual average hourly rates paid to personnel assigned to the PROJECT for each hour of services rendered times a factor to cover overhead and profit. Such rates shall be computed as actual annual base salary, in effect at the time the services are rendered, divided by 1,950 hours for office-based personnel and divided by 2,080 hours for field-based (resident) personnel. The annual base salary for Principals is as established by the LLC for each calendar year. Factors to be applied shall be as follows:
 - a. For services of office-based personnel, a factor of 3.15.
 - b. For services of field-based personnel a factor will be mutually agreed to by the CITY and the ENGINEER once the construction and construction management scope of

services is defined and is estimated to be no greater than 2.5.

2. Subconsultants and Other Professional Associates

CITY shall pay ENGINEER for the services of its subconsultants and other professional associates at their invoiced fees to ENGINEER plus 10 percent.

3. Reimbursable Direct Costs

CITY shall pay ENGINEER the actual cost for any direct reimbursable costs incurred in connection with performing the services. Such costs shall include, but not be limited to, the following:

- Printing of reports, report memoranda, construction Contract Documents and other project-related documents¹
- Laboratory testing
- Travel² and subsistence
- CADD computer time³
- Engineering applications software
- Express mail charges
- Personnel relocation

B. Additional Services

Unless otherwise provided for in any accepted and authorized proposal for additional services, such services shall be compensated for on the same bases as provided for in Paragraph III. A., above, for basic services.

C. Total Compensation

The total compensation to ENGINEER for basic services under this AGREEMENT shall include full reimbursement for personnel services, subconsultants and other professional associates and reimbursable direct costs incurred in performing basic services, as described in Paragraph III. A. It is agreed that the total compensation to ENGINEER for performing basic

¹ In-house printing shall be paid for at established rates.

² Local travel by personal or company automobile shall be paid for at U.S. Internal Revenue Service maximum acceptable mileage rates for business travel.

³ Computer time shall be paid for at established rates.

services will not exceed a total estimated cost of \$521,832 and ENGINEER agrees to strive to perform the services specified in the scope of basic services, in Exhibit A, within such total estimated cost. It is agreed that the ENGINEER is authorized to invoice no more than \$250,000 of the total estimated cost by December 31, 2022. If at any time ENGINEER has reason to believe that the total cost to be incurred in the performance of the basic services will be greater than the total estimated cost for such services, ENGINEER shall notify CITY in writing to that effect giving the detailed reasons for the change and a revised estimate of such total cost for the performance of basic services.

ENGINEER shall, each fiscal period, report to CITY actual expenditures for engineering services against estimated costs. At the times actual expenditures are at 50 percent and 75 percent of the total estimated cost for any phase of services, ENGINEER shall prepare and submit to CITY an estimate of the cost required to complete the services. If the estimate indicates that the services cannot be completed within the established total estimated cost, an equitable adjustment in cost will be negotiated.

CITY shall not be obligated to compensate ENGINEER in excess of the established total estimated compensation for basic services and ENGINEER shall not be obligated to continue performance or otherwise to incur costs in excess of those included in said estimated compensation unless and until the parties hereto have duly executed an amendment to this AGREEMENT providing for a revised estimate of compensation for performance of basic services. When and to the extent that the estimated compensation for basic services has been increased, any costs incurred by ENGINEER in excess of those included in the estimated compensation prior to such increase shall be compensable to the same extent as if such costs

had been incurred after the increase (unless CITY directs that the increase is solely for the purpose of covering specified expenses).

The provisions of this Article III. C. shall also apply to each accepted and authorized proposal for additional services in connection with the PROJECT. However, the term "basic services", as used in this Article III. C., shall mean "additional services" and the term "Exhibit A" as used in this Article III. C. shall mean "the accepted and authorized proposal for additional services". The estimated compensation for any additional services, and the completion date beyond which these amounts are subject to renegotiation, shall be as specified in each such authorized proposal.

D. Terminated Services

If this AGREEMENT is terminated, ENGINEER shall be paid for services performed to the effective date of termination as follows:

1. For personnel services, the hours of services rendered at the established rates, to the effective date of termination times the factors established herein.
2. For services of subconsultants and other professional associates, their invoiced fees to ENGINEER, for services to the effective date of termination plus 10 percent of the invoiced fees.
3. For reimbursable direct costs, the actual cost of direct reimbursable expenses incurred to the effective date of termination.

E. Conditions of Payment

1. Progress payments shall be made in proportion to services rendered and expenses incurred as indicated within this AGREEMENT and shall be due and owing within thirty days of ENGINEER'S submittal of his progress payment invoices.
2. If CITY fails to make payments due ENGINEER within forty-five days of the submittal of any progress payment invoice, ENGINEER may, after giving fifteen days written notice to CITY, suspend services under this AGREEMENT.

3. No deduction shall be made from ENGINEER'S compensation on account of penalty, liquidated damages or other sums withheld from payments to construction contractors.
4. If the PROJECT is delayed, or if ENGINEER'S services for the PROJECT are delayed or suspended for more than ninety days for reasons beyond ENGINEER'S control, ENGINEER may, after giving fifteen days written notice to CITY, request renegotiation of compensation under Article II. C. or may terminate this AGREEMENT.

Article IV. CITY RESPONSIBILITIES

The CITY shall, as required:

- A. Provide all criteria and full information as to CITY's requirements for the PROJECT, and furnish copies of all design and construction standards which the CITY will require to be included in the drawings and specifications.
- B. Assist ENGINEER by placing at ENGINEER'S disposal all available information pertinent to the PROJECT including CITY maps and plats, previous reports, records, drawings, specifications and any other data relative to design or construction of the PROJECT.
- C. Furnish to ENGINEER property and land use data pertaining to the PROJECT available to the CITY including, but not limited to, property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions; and other related data.
- D. Provide legal, insurance and financial consulting services necessary for the PROJECT, and such accounting and auditing services as the CITY may require.
- E. Furnish permits and approvals from all governmental authorities having jurisdiction over the PROJECT and from others as may be necessary for completion of the PROJECT.
- F. Furnish above record information, property and land use data, and services at CITY's expense

in such manner that ENGINEER may rely upon them in the performance of services under this AGREEMENT.

- G. Furnish any laboratory analyses that may be required in connection with the PROJECT.
- H. Guarantee full and free access to ENGINEER to enter upon all public and private property required for the performance of ENGINEER'S services under this AGREEMENT.
- I. Designate in writing a person to act as CITY's representative with respect to the services to be performed under this AGREEMENT. Such person shall have complete authority to transmit instructions, receive information, interpret and define CITY's policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER'S services.
- J. Coordinate, consolidate, reconcile and bring congruence to differing views in the CITY's organization to form single firm responses stating the CITY's position on matters requiring resolution during performance of ENGINEER'S services. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER. Render such decisions in a consolidated form reconciling differing views into an unambiguous single firm response to each matter requiring resolution.
- K. Provide ENGINEER with prompt written notice of any defect or suspected defect in ENGINEER'S performance of any services rendered pursuant to this AGREEMENT or relating to the PROJECT.
- L. In any agreement entered into between the CITY and other contractors for the PROJECT in which such contractors and their subcontractors agree to indemnify, provide insurance

coverage to, and/or name as additional insured, the CITY, the contractors and subcontractors shall be required to indemnify, provide insurance coverage to, and/or name as additional insured, the ENGINEER, its subconsultants, professional associates, and each of their officers, principals, partners and employees to the same extent as to the CITY. Furthermore, the CITY will provide ENGINEER with certificates of insurance from each such contractor or subcontractor.

- M. Give prompt written notice to ENGINEER whenever the CITY observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S services, or any defect in the work of construction contractors.
- N. Compensate ENGINEER in accordance with the provisions of Article III.

Article V. GENERAL PROVISIONS

A. Ownership of Documents

All reports, schedules, drawings, specifications and other deliverables prepared by ENGINEER for this PROJECT are the ENGINEER'S instruments of service for this PROJECT only and shall remain the property of ENGINEER until the CITY has compensated ENGINEER in full for services rendered pursuant to this AGREEMENT. Upon final payment for basic services and for each separately accepted and authorized proposal for additional services, ownership of the deliverables or instruments of service shall be vested in the CITY. ENGINEER, however, may retain record copies of all such instruments of service and may use such for ENGINEER'S exclusive purposes.

The ENGINEER'S instruments of service have been prepared for very specific purposes and the degree of accuracy and detail of the instruments of service are consistent with those purposes but they may not be useful for other purposes. Furthermore, misapplication of the ENGINEER'S instruments of service can cause occurrences that potentially have life/safety and financial consequences. The ENGINEER'S instruments of service are not intended or represented to be suitable for use by the CITY or by others acting for the CITY for other purposes on this PROJECT or on extensions of this PROJECT or on any other project without written verification, adaptation or completion by ENGINEER and, when applicable, associated compensation to ENGINEER.

Any changes or modifications to the instruments of service of ENGINEER which are introduced by anyone other than ENGINEER may have adverse consequences. Therefore, the change or modification of ENGINEER'S instruments of service by the CITY or by others acting for the CITY shall be at the CITY's sole risk and the CITY agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless ENGINEER from all claims, damages, and expenses, including attorney's fees, arising out of such change or modification.

Use of the instruments of service of ENGINEER on extensions of this PROJECT, or on any other project by the CITY or by others acting for the CITY, without verification or adaptation by ENGINEER and appropriate compensation therefor, shall be at the CITY'S sole risk and the CITY agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless ENGINEER from all claims, damages, and expenses, including attorney's fees, arising out of such use of ENGINEER'S instruments of service for this PROJECT.

B. Documents on Electronic Media

Documents delivered on electronic media are considered part of the ENGINEER'S instruments of service and, therefore, Article V. A. above applies to documents delivered on electronic media.

The form of ENGINEER'S drawings, specifications, reports, data or other information that may be relied upon are those which 1) are set forth on paper (also known as hard copies) and 2) are designated as final. Files in electronic media format of text, data, graphics, or other types are furnished only for convenience, not reliance by the CITY. Any conclusion or information obtained or derived from such electronic files will be at the CITY's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

Because files stored in electronic media format can contain irregularities, deteriorate or be modified inadvertently or otherwise without authorization of the ENGINEER, the transmitted electronic files should be examined by the CITY within 60 calendar days of receipt, after which time the CITY shall be deemed to have accepted the files thus transmitted. Any transmittal deficiencies detected within the 60-day acceptance period will be corrected by ENGINEER. Deficiency corrections requested after the acceptance period will be considered "additional services." ENGINEER is not responsible for irregularities, deterioration or modifications occurring or detected after the 60 calendar-day acceptance period.

ENGINEER 1) makes no representations as to the long-term usability or readability of the electronic files and 2) cannot be depended upon to maintain copies of the electronic files after the 60 calendar-day acceptance period.

The documents will be in the software listed below designed for operation on a PC compatible computer under the associated operating system as listed below:

<u>Type of Document</u>	<u>Software</u>	<u>Operating System</u>
Wordprocessed Text	Microsoft Word	Windows 10
Spreadsheets	Microsoft Excel	Windows 10
CADD Drawings	AutoCAD Civil3D	Windows 10

The ENGINEER makes no warranty as to the compatibility of electronic files beyond those versions. However, the ENGINEER reserves the right to submit documents in versions newer than those shown above.

ENGINEER makes no representations as to the compatibility, usability, or readability of the electronic files resulting from the use of software application packages, operating systems, or computer hardware (e.g. monitors, graphic cards and plotters) differing from those used by ENGINEER and its subconsultants. Also, the use of software application packages, operating systems and computer hardware different from those used by ENGINEER and its subconsultants may introduce errors and irregularities. Such occurrences are not the responsibility of ENGINEER and its subconsultants.

C. Successors and Assigns

1. The CITY and ENGINEER each binds itself and its officers, principals, partners, successors, executors, administrators, assigns and legal representatives to the other party to this AGREEMENT and to the officers, principals, partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this AGREEMENT.
2. Neither the CITY nor ENGINEER shall assign or transfer any rights under or interest in this AGREEMENT without the written consent of the other, except as stated in Article V.

C. 1. and except to the extent that the effect of this limitation may be restricted by law. 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 this AGREEMENT. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent subconsultants and associates as may be deemed appropriate to assist in the performance of services hereunder.

D. Changes in Scope and Revisions

The general category "additional services", referred to in Article II. B. may include services due to changes in the scope of the PROJECT, including, but not limited to, changes in size, complexity, schedule or character of the services and also may include revisions to instruments of service previously approved by the CITY or other revisions due to causes beyond the control of ENGINEER. All changes in scope and revisions shall require the written acceptance and authorization of the CITY prior to commencement of work, as provided in Article II. B.

This AGREEMENT takes into account the professional engineering and architectural signing and sealing requirements that are applicable as of the date of this AGREEMENT. Any changes to those requirements during the performance of the services associated with this AGREEMENT which cause revisions to the scope of the ENGINEER'S services or to the ENGINEER'S instruments of services shall be considered "additional services."

Proposals for services pursuant to changes in scope or revisions shall, upon CITY acceptance and authorization, become part of this AGREEMENT and shall be governed by the terms and conditions contained herein.

E. Extent of AGREEMENT

This AGREEMENT represents the entire understanding and agreement between the CITY and ENGINEER for professional engineering services pertaining to the PROJECT as described in

Article II. and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both the CITY and ENGINEER.

F. No Waiver

Failure of the ENGINEER or the CITY to insist upon strict and punctual performance of any terms or conditions of this AGREEMENT shall not be construed to constitute a waiver of, or estoppel against, asserting the rights to require such performance. Neither shall a waiver nor an estoppel in one instance constitute a waiver or an estoppel with respect to a later default, whether similar or dissimilar in nature.

G. Severability

If any part of this AGREEMENT is determined by a court to be in conflict with statute or constitution or to be unlawful for any reason, the parties intend that the remaining provisions of this AGREEMENT shall remain in full force and effect unless the stricken provision leaves the remaining AGREEMENT unenforceable.

H. Governing Law

This AGREEMENT shall be governed by the laws of the State of Wisconsin.

I. Subconsultants

During the performance of this AGREEMENT, ENGINEER may engage such additional subconsultants or professional associates as may be appropriate for the timely completion of the services or to meet applicable requirements. The engagement of any subconsultants or professional associates shall be subject to the prior approval of the CITY.

J. Insurance

ENGINEER shall acquire and maintain:

1. Statutory worker's compensation insurance coverage
2. Commercial general liability insurance coverage with a limit of \$1,000,000 per occurrence and annual aggregate applicable to bodily injury and property damage claims
3. Professional liability insurance coverage with an annual aggregate limit of at least \$1,000,000.

K. Site Visits and Field Services During Construction

In accordance with the scope of basic services, ENGINEER shall provide the services of a Resident Engineer, assistants, and other field staff to observe the construction contractors' work on-site during construction and make field observations, reviews and checks of the construction in progress, and the constructed work, materials and equipment. ENGINEER shall also provide oversight of field staff by regular visits to the construction site, at intervals ENGINEER deems appropriate, by qualified office-based technical and management personnel.

ENGINEER shall provide the services of qualified office-based technical personnel to make visits to the site at times appropriate to the various stages of construction, as ENGINEER deems necessary, in order to supplement the services of the field staff.

Based on observations of the Resident Engineer, assistants, and other field staff, and information obtained during site visits, ENGINEER shall endeavor to determine construction contractors' compliance with the requirements of the construction Contract Documents. ENGINEER shall keep CITY informed of the progress of the work and shall promptly inform

the CITY and the construction contractors of any observed defects, deficiencies, and matters not in compliance.

Through on-site observations of the work in progress and field checks of materials and equipment by the Resident Engineer, assistants, and other field staff, and site visits by office-based personnel, ENGINEER shall endeavor to identify defects and deficiencies in the work of construction contractors. However, by furnishing such services ENGINEER shall not supervise, direct or have control over construction contractors' work nor shall ENGINEER have authority over or responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions or programs. Accordingly, ENGINEER shall not guarantee the performance of construction contractors and ENGINEER shall not be responsible for the failure of construction contractors to perform the work in accordance with the construction Contract Documents.

The parties hereto agree that the ENGINEER'S authority, duties, obligations and responsibilities arising under this AGREEMENT and its exercise thereof, are in no way intended to result in the ENGINEER being deemed to be an entity having charge of the erection, construction, repairing, alteration, removal or painting of any building, bridge, viaduct or other structure.

L. ENGINEER'S Estimates of Cost and Standard of Care

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, ENGINEER'S estimates of project and construction costs are to be made on the basis of its experience and qualifications and represent its best judgment as an

experienced and qualified professional engineering firm, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from ENGINEER'S estimates of cost.

Notwithstanding any other provisions in this AGREEMENT to the contrary, nothing herein contained shall be construed as:

1. Constituting a guarantee, warranty or assurance, either express or implied, that the engineering services will yield or accomplish a perfect outcome for the PROJECT; or
2. Obliging the ENGINEER to exercise professional skill and judgment different from that which can be reasonably expected from other engineers under like circumstances; or
3. An assumption by the ENGINEER of liability greater than or differing from those explicit in this AGREEMENT, or
4. An assumption by the ENGINEER of the liabilities of any other party.

M. Consequential Damages

Notwithstanding anything to the contrary in this AGREEMENT, neither the CITY nor the ENGINEER shall have the right of recourse to the other party for any consequential damages incurred due to the fault of the CITY or ENGINEER, their employees, agents or subcontractors, irrespective of any forewarning of the potential for such damages arising.

N. Termination

This AGREEMENT may be terminated by the CITY without cause on thirty days written notice. If the PROJECT is delayed, or if ENGINEER'S services for the PROJECT are delayed or suspended for more than ninety days for reasons beyond ENGINEER'S control, ENGINEER may request renegotiation of compensation in accordance with the provisions of Articles II. and III. or, after giving fifteen days written notice, terminate this AGREEMENT with cause. In the event of substantial failure to perform in accordance with the terms of this

AGREEMENT, the party not at fault may terminate the AGREEMENT with cause on ten days written notice. If this AGREEMENT is terminated, ENGINEER shall be compensated for services performed to the effective date of termination in accordance with the provisions of Article III. of this AGREEMENT. Within sixty days following the date of receipt of the termination notice, and following receipt of compensation for services to date of termination, ENGINEER shall submit to the CITY copies of all drawings, specifications and other deliverables or instruments of service prepared prior to termination.

O. Remedies

Except as may be otherwise provided in this AGREEMENT, all claims, counter-claims, disputes and other matters in question between the CITY and ENGINEER arising out of or relating to this AGREEMENT or the breach thereof will be decided by mediation or arbitration, if the parties mutually agree, or in a Wisconsin court of competent jurisdiction.

P. Non-Discrimination and Equal Employment

ENGINEER acknowledges that it is in compliance with the prohibitions against discrimination in employment and with the provisions for equal employment opportunities as provided by CITY's ordinances, and that the ENGINEER does not, on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the ENGINEER'S employees or applicants for employment.

Q. Notices

Any notices required hereunder or by law may be directed to the parties at the following addresses:

To ENGINEER:
GREELEY AND HANSEN LLC

Attn: Andrew Martin, P.E., ENV SP
100 South Wacker Drive, Suite 1400
Chicago, IL 60606

To CITY
CITY OF ASHLAND

Attn: _____

All notices shall be deemed to be given when deposited with the United States Postal Service for first class mail delivery.

Article VI. APPROVAL

In WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their duly authorized officers and principals and is made effective the day and year first above written.

CITY OF ASHLAND

GREELEY AND HANSEN LLC

Approved:

Enter Name

Printed Name: Andrew Martin, PE,
ENV SP

Title

Member
Title

Attest:

Enter Name

Printed Name: Katie Richardson
Viranyi, PE, ENV SP

Title

Associate
Title

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

between

THE CITY OF ASHLAND

and

GREELEY AND HANSEN LLC

SCOPE OF SERVICES FOR THE

NEW WATER INTAKE PROJECT

August 2022

BACKGROUND AND INTRODUCTION

The Ashland Water Utility provides water treatment and distribution services from their water treatment plant (WTP) located east of the intersection of 12th Avenue East and Water Street in the City of Ashland (City). Raw water is drawn from Lake Superior's Chequamegon Bay through a 24-inch cast iron intake. Low lift pumping is provided from two, 2,000 gpm pumps at the City's WTP. The WTP has a firm and installed capacity of 1.5 and 2.0 MGD, respectively, and is comprised of four trains of ultrafiltration membrane filters. Chemical dosing is comprised of sodium hypochlorite for disinfection, fluorosilicic acid for dental health, and orthophosphate for corrosion control. Following a finished water reservoir, high lift pumps pressurize the water for distribution to customers.

The City's existing intake was built in 1891 and originally drew water 4,000 feet offshore from an intake structure located 8 feet above the lakebed. In 1922, the intake was cut 1,950 feet offshore when a ship anchored in Chequamegon Bay while sheltering during a storm. The intake was since reconstructed at this location in shallower water. Now that the existing intake has provided well over a century of service, the City is proactively taking steps to plan, design, and construct a new intake to serve its residents and businesses for the next century. The ultimate objectives of the project include locating and arranging the crib and intake further offshore to improve raw water quality, benefit WTP maintenance and operations, and mitigate frazil ice.

The City is executing the project in phases as summarized below:

- Phase 1: Preliminary Design, Environmental Review, and Permitting Services
- Phase 2: Final Design, Permitting, and Funding Assistance Services
- Phase 3: Bidding and Construction Management Services



The enclosed scope of services pertains to Phase 1 of the project with the objective of providing preliminary design, environmental review, and permitting services for the City's new intake. Phase 1 has been organized into several key tasks, including:

- Task 1 – Data Collection and Preliminary Field Investigations
- Task 2 – Preliminary Design
- Task 3 – Funding
- Task 4 – Permitting
- Task 5 – Project Management

The Phase 1 effort will culminate in an Engineering Report with Preliminary Contract Drawings and Specifications submitted along with permit applications to the appropriate state and federal agencies. Other key tasks include development of preliminary opinions of probable project cost (OPPCs) and development of a funding strategy to finance the project. Follow-on services required to complete the project includes Phase 2: Final Design, Permitting, and Funding Assistance Services and Phase 3: Bidding and Construction Management Services. These follow-on services will also include preparation of funding applications as identified in Phase 1, as well as continued coordination with permitting and funding agencies.

Phase 1 tasks are described as follows.

SCOPE OF SERVICES

TASK 1 – DATA COLLECTION AND PRELIMINARY FIELD INVESTIGATIONS

Task 1.1 Data Collection and Review

Collect and review available data pertinent for accomplishing the project, including the following as available for the project from the City and governmental agencies:

- Record drawings for the WTP, existing intake, and existing cribs;
- Inspection information for the existing crib and intake if available;
- Previous City water demand and water system planning studies;
- Previous conceptual design documents pertaining to the new crib and intake;
- Raw water sampling results;
- Level records and related studies or reports regarding Lake Superior in the vicinity applicable to the project;
- Bathymetric information;
- Existing City property and easement documentation in the project vicinity;
- Hourly flow rates pumped from the low lift pumps;
- Low lift pump on and off setpoints;
- Geotechnical boring information available in the project area⁽¹⁾

Note: (1). Geotechnical borings and contaminated soil or groundwater review services are not part of this scope of services, but are anticipated on being collected as part of follow-on services in Phase 2 of the project.

Task 1.2 Onshore Survey

Arrange for and provide an onshore survey of the proposed location and alignment of the intake to the WTP low lift pump tie-in location. The scope of services includes an area approximately 500-foot wide by 1,100-foot long survey along the lakeshore from the WTP low lifts extending northeast. The survey will be used to generate plan and profiles of grade along the alignment with a final scale of 1"=40' and having 1-foot contours, or an adjusted scale as appropriate to convey the design intent. The surveyor will:

- Coordinate work with offshore surveyor to establish base line control, site benchmarks and a recoverable traverse line suitable for use during construction. Coordinate work with offshore surveyor to assure continuity of information between onshore and offshore surveys with no gaps or conflicts in surveyed information.
- Provide aerial photogrammetry and aerial mapping along the 500-foot wide by 1,100-foot long onshore and 500-foot wide by 5,000-foot long offshore survey areas.
- Obtain the horizontal and vertical locations of physical features, trees 4 inches in diameter (DBH) and greater, drip lines, lakeshore, pavement limits, curb and gutter, and utilities, including, but not limited to, storm and sanitary sewers, water mains, gas mains, force mains, petroleum mains, overhead and underground electric, fiber optic, telephone, television, along with right-of-way lines, fence lines, easement lines, and property lines. Determine the horizontal alignments of existing utilities. Document utility sizes, directions, and invert elevations. Determine horizontal and vertical alignments of sanitary and storm sewers.
- Identify property owners within and adjacent to survey limits by address and parcel number.
- Locate limits of wetlands delineated in Task 4.
- Graphically depict 100-year floodplain per existing FEMA and WDNR maps and information.
- Determine horizontal and vertical alignment of existing intake between the WTP low lift pumps and the shoreline. Coordinate with offshore survey to assure no data gaps in existing intake alignment in relation to the offshore segment.
- Produce and deliver the survey results in the form of an AutoCAD drawing file depicting the topography in 1-foot contours at a final scale of 1"=40' within the coverage area with existing utilities and surface features denoted.
- Confirm location and depth of utilities and underground obstructions with electronics toning and hydro-excavated potholing as needed. This scope of services includes up to four (4) potholes.

Perform the surveying services under the direction and control of a Wisconsin Registered Professional Land Surveyor. Survey elevations in accordance with the International Great Lakes Datum 1985 (IGLD 1985), Low Water Datum of the Reference Plane at Rimouski, Quebec. Survey horizontal datum elevation in accordance with North American Datum of 1983 (NA 2011) and horizontal projection in accordance with the Wisconsin State Plane Coordinate System, North Zone, NAD83.

Deliverables: Deliverables for this Task will be included in the Preliminary Contract Drawings in the Engineering Report.

Task 1.3 Offshore (Sub-Aqueous) Survey

Arrange for and provide a sub-aqueous survey of the proposed location and alignment of the crib and intake. The proposed scope of services includes a 500-foot wide by 5,000-foot long survey of the lakebed along the proposed

alignment. The survey will be used to generate plan and profiles of the lakebed along the alignment with at a final scale of 1"=40' and having 1-foot contours. The surveyor will:

- Coordinate work with onshore surveyor to establish base line control, site benchmarks and a recoverable traverse line suitable for use during construction. Coordinate work with onshore surveyor to assure continuity of information between onshore and offshore surveys with no gaps or conflicts in surveyed information.
- Gather bottom profile data for a distance of 5,000 feet over a width of 500 feet centered over the proposed alignment for the new intake. Identify location and size of features on the lakebed such as shipwrecks, or other obstructions.
- Locate hard surface information for the entire approximate location of the existing crib structures (original crib, located approximately 4,000 feet offshore, and secondary crib located approximately 1,950 feet offshore) and approximate existing intake pipeline (horizontally and vertically) along it's entire 4,000-foot length.
- Produce and deliver the survey results in the form of an AutoCAD drawing file depicting the bathymetry in 1-foot contours at a final scale of 1"=40' within the coverage area with existing utilities and surface features denoted.

Perform the surveying services under the direction and control of a Wisconsin Registered Professional Land Surveyor. Survey elevations in accordance with the International Great Lakes Datum 1985 (IGLD 1985), Low Water Datum of the Reference Plane at Rimouski, Quebec. Survey horizontal datum elevation in accordance with North American Datum of 1983 (NA 2011) and horizontal projection in accordance with the Wisconsin State Plane Coordinate System, North Zone, NAD83.

Deliverables: Deliverables for this Task will be included in the Preliminary Contract Drawings in the Engineering Report.

Task 1.4 Existing Intake Condition Assessment

Arrange for and provide a condition assessment of the existing 24" cast iron intake from low lift pumps to existing crib located 1,950 feet offshore. Review existing record documentation. Conduct underwater visual dive inspection of the pipe exterior and intake crib. Utilize ultrasonic thickness readings to determine existing pipe wall thickness. Perform interior visual inspection of intake with remotely operated vehicle (ROV). Survey existing intake and crib structure centerlines to confirm hard surface information collected during the offshore survey in Task 1.3. Ascertain structural integrity and potential longevity as a secondary raw water supply with rationale based on the information collected. Summarize the conduct of the condition assessment, findings, conclusions, and recommendations in an Existing Intake Condition Assessment Report. Submit a draft Existing Intake Condition Assessment Report for the City's review. Incorporate the City's comments and resubmit the Existing Intake Condition Assessment Report.

Note that this scope of services assumes 1) the existing intake is exposed on the lakebed to allow the inspection and 2) the interior of the existing intake can be accessed onshore via the low lift pump station with an interior clear enough to permit entry of the ROV. It is anticipated that the existing intake could be covered in growth that may hinder visual inspection. To protect the intake, cleaning the intake for inspection purposes is not included in this scope of services.

Deliverables:

- Draft Existing Intake Condition Assessment Report in .pdf format.
- Final Existing Intake Condition Assessment Report in .pdf format.

TASK 2 – PRELIMINARY DESIGN

Task 2.1 Basis of Design

Prepare a Basis of Design for the project. The Basis of Design will include:

- Review of existing water demand and establishment of future projected water demand;
- Establishment of raw water intake design flow rates;
- Identification of existing low lift pump on and off setpoints and related operational parameters;
- Review of the available record of Lake Superior water levels;
- Determination of maximum, minimum and average Lake Superior water elevations; and,
- Establishment of recommended crib and intake design flow velocities.

Deliverables: Deliverables for this Task will be included in meeting slides and in the Engineering Report.

Task 2.2 Crib Siting and Intake Horizontal Alignment

Identify potential crib intake locations by conducting desktop analyses, including the following:

- Coordinate with navigation agencies (United States Coast Guard, National Oceanic and Atmospheric Administration, and applicable port authorities and associations) to establish shipping and navigation lanes.
- Review navigational charts and other information to locate potential shipwrecks or related obstructions.
- Review available geotechnical information and establish surface geology. Identify substrate conditions and artificial fill areas or materials potentially unsuitable for construction. This scope of services assumes there are no contaminated soils in the project area. This assumption will be confirmed in geotechnical and environmental investigations in Phase 2.
- Review achievable intake structure depths and lengths in comparison to other existing Great Lakes intakes for frazil ice mitigation and water quality purposes.
- Estimate coastal dynamics to evaluate bottom velocities induced by wave action.

Based on the evaluation, identify alternative crib siting locations. Conduct an alternatives analysis on the remaining locations considering economic and non-economic criteria. Weight each criteria from one (to represent a less significant or lower perceived impact to the project, the City, or the public) to “n” (to represent a more significant or higher perceived impact to the project, the City, or the public). Score each alternative for each criteria from one (to represent a less favorable alternative for the establish criterion) to five (to represent a more favorable alternative for the established criterion). Identify a preferred crib location based on the economic and non-economic evaluation. Establish a horizontal alignment between the preferred crib location and the WTP low lift pumps. Review the evaluation, weights, scores, and outcome with the City in a meeting as described in Task 5.1 to gain consensus on a preferred crib location and intake horizontal alignment.

Deliverables: Deliverables for this Task will be included in meeting slides and in the Engineering Report.

Task 2.3 Crib and Intake Sizing

Develop a steady-state hydraulic model to include the crib, intake, fittings, and appurtenances anticipated to induce appreciable head loss along the new intake system. Follow the philosophy of the downstream control approach where head losses are accumulated along an imaginary streamline, beginning at the water surface of Lake Superior and proceeding upstream through the crib and intake, ending at the suction well of the WTP's low lift pumps. Use the model to evaluate three intake sizes over a record of Lake Superior water levels, water demand, and suction well levels. Recommend a crib inlet port and intake sizing based on the evaluation. As appropriate, recommend adjustments to existing facilities to benefit hydraulics or operations. Review the sizing evaluation and recommendation with the City in a meeting as described in Task 5.1 to gain consensus on a crib inlet port and intake sizing.

Deliverables: Deliverables for this Task will be included in meeting slides and in the Engineering Report.

Task 2.4 Crib and Intake Arrangement and Materials

Based on the recommended sizing, evaluate alternative intake piping materials based on economic and non-economic analysis and recommend a preferred material based on the evaluation. Coordinate with other Great Lakes water suppliers and gather information pertaining to crib arrangement, material, frazil ice or invasive species mitigation provisions, and operational challenges. Review alternatives and recommend a preferred crib arrangement and material. Review the evaluation and recommendation with the City in a meeting as described in Task 5.1 to gain consensus on a crib arrangement and crib and intake materials.

Deliverables: Deliverables for this Task will be included in meeting slides and in the Engineering Report.

Task 2.5 Intake Vertical Alignment and Construction Sequencing

Develop a preliminary vertical alignment for the intake between the new crib and WTP low lift pumps. Review and identify shore well and tie-in details as applicable. Develop conceptual construction sequencing for accomplishing the work for further refinement in Phase 2 of the project.

Deliverables: Deliverables for this Task will be included in meeting slides and in the Engineering Report.

Task 2.6 Preliminary Contract Drawings

Codify the preliminary design in full-size (22" x 34") Preliminary Contract Drawings. The draft Contract Drawing list is provided in Table 1 at the end of this exhibit.

Deliverables: Deliverables for this Task will be included in the Engineering Report.

Task 2.7 Preliminary Contract Specifications

Prepare Preliminary Contract Specifications in Construction Specifications Institute (CSI) Master Format (MF) 2004 comprised of the draft Contract Specification list provided in Table 2 at the end of this exhibit.

Deliverables: Deliverables for this Task will be included in the Engineering Report.

Task 2.8 AACE Class 4 and 5 Opinions of Probable Project Cost (OPPCs) and Project Schedule

Prepare a AACE International Class 5 OPPC on the basis of the contract item approach following Task 2.2 to support submittal of the Safe Drinking Water Loan Program (SDWLP) Intent to Apply (ITA). Based on the outcome of all the preliminary design tasks, prepare an AACE International Class 4 OPPC on the basis of the contract item approach. Update the draft project schedule through construction.

Deliverables: Deliverables for this Task will be included in meeting slides, SDWLP ITA, and the Engineering Report.

Task 2.9 Engineering Report

Summarize the preliminary design in an Engineering Report with the following draft outline. Submit the draft Engineering Report for the City's review. Incorporate the City's comments and resubmit the Engineering Report.

Executive Summary

1. Introduction
2. Field Investigations
3. Crib Siting and Intake Horizontal Alignment
4. Steady State Hydraulics
5. Crib Design Philosophy
6. Intake Design Philosophy
7. Construction Sequencing and Commissioning
8. Opinion of Probable Project Cost
9. Permitting
10. Design and Construction Schedule
11. Conclusions and Path Forward
12. References

Appendix A Basis of Design Table

Appendix B Preliminary Contract Drawings

Appendix C Preliminary Contract Specifications

Deliverables:

- Draft Engineering Report in .pdf format.
- Final Engineering Report in .pdf format.

TASK 3 – FUNDING

Task 3.1 Safe Drinking Water Loan Program (SDWLP) Intent to Apply (ITA)

Complete and submit a notice of ITA with Priority Evaluation & Ranking Formula (PERF) information by October 31st on behalf of the City. Include draft narrative describing project location, project description, and proposed project scope describing the proposed infrastructure. Submit draft ITA for the City's review. Incorporate the City's comments and submit ITA on behalf of the City. Please note that this scope of services assumes any fees for permit or funding submittals will be directly paid for by the City and are not part of this scope of services.

Deliverables: Draft and Final SDWLP ITA online submittal.

Note, another potential funding source for the project is Water Infrastructure Finance and Innovation Act (WIFIA) funding through the United States Environmental Protection Agency (USEPA). As of this year, the USEPA is moving to a rolling selection process in response to higher inflationary conditions. If the Class 4 OPPC indicates the project would qualify for WIFIA funding, the Greeley and Hansen Team would submit a WIFIA Letter of Interest (LOI) in Phase 2 of the project as part of follow-on services if this secondary funding source is desirable to the City.

Task 3.2 Funding Strategy Development

Based on the AACE Class 4 OPPC, identify potential qualifying funding sources. Summarize key requirements for securing funding and potential timelines. As applicable, evaluate funding arrangement alternatives to lower net present costs. Conduct sensitivity analyses on key parameters. Review the evaluation and outcomes with the City in a meeting as described in Task 5.1. Summarize the evaluation, recommendations, and path forward in a draft Funding Strategy Memorandum. Submit draft Funding Strategy Memorandum for the City's review. Incorporate the City's comments and resubmit the Funding Strategy Memorandum. Coordinate with City's financial consultant as necessary to develop funding strategy in consideration of the City's existing finances and to provide information for financing or rate purposes as determined or requested by the City's financial consultant.

Deliverables:

- Draft Funding Strategy Memorandum in .pdf format.
- Final Funding Strategy Memorandum in .pdf format.

TASK 4 – PERMITTING

Task 4.1 Wetlands and Waterways Review

Complete a review to determine if wetlands may be present within any access routes, laydown/staging areas, or other limits of construction. Summarize findings in a Wetland, Waterway, and Waterbody Technical Memorandum for satisfying the requirements of the Public Service Commission of Wisconsin (PSCW) Certificate of Authority (CA) Filing. To satisfy the requirements of the Wisconsin Department of Natural Resources (WDNR) and U.S. Army Corps of Engineers (ACOE) Individual Permit applications (refer to Tasks 4.4 and 4.5 for details), conduct a wetland determination and document the results in a Wetland Determination Report (if wetlands are not found to be present) or a Wetland Delineation Report (if wetlands are found to be present).

Deliverables:

- Draft Wetland, Waterway, and Waterbody Technical Memorandum in .pdf format.
- Final Wetland, Waterway, and Waterbody Technical Memorandum in .pdf format.
- Draft Wetland Determination Report or Wetland Delineation Report in .pdf format.
- Final Wetland Determination Report or Wetland Delineation Report in .pdf format.

Task 4.2 Endangered and Threatened Resources Review

Conduct an endangered and threatened resources review to determine if state or federally listed threatened or endangered species may be present. This will include a review of the U.S. Fish and Wildlife Service's (USFWS) Information for Planning and Consultation (IPaC) tool and a WDNR Endangered Resources (ER) review, as well as a USFWS consultation letter. Summarize results in a technical memorandum with summary of known resources, locations, potential implications to design, construction, schedule and costs, mitigation measures, and other

information requisite for satisfying the requirements of the PSCW CA Filing and WDNR and ACOE Individual Permit applications (refer to Tasks 4.4 and 4.5 for details).

Deliverables:

- Draft USFWS Consultation Letter in .pdf format.
- Final USFWS Consultation Letter in .pdf format.
- Draft Rare Species and Natural Communities Technical Memorandum in .pdf format.
- Final Rare Species and Natural Communities Technical Memorandum in .pdf format.

Task 4.3 Historical and Cultural Resources Review

Conduct a review of historical, cultural, and archaeological resources to determine if there are any known or mapped historical or cultural resources that may be impacted by the proposed project. The review will be conducted using the Wisconsin Historic Preservation Database (WHPD) and will also include a State Historic Preservation Officer (SHPO) consultation letter. Summarize results in a technical memorandum with summary of known resources, locations, potential implications design, construction, schedule and costs as applicable, mitigation measures, and other information requisite for satisfying the requirements of the PSCW CA Filing and WDNR and ACOE Individual Permit applications (refer to Tasks 4.4 and 4.5 for details). Develop an Inadvertent Discovery Plan to satisfy PSCW CA Filing requirements that will codify actions to be used in the event of the inadvertent discover of archaeological resources or human skeletal remains during construction activities in accordance with state and federal guidelines.

Deliverables:

- Draft SHPO Consultation Letter in .pdf format.
- Final SHPO Consultation Letter in .pdf format.
- Draft Archaeological and Historic Resources Technical Memorandum in .pdf format.
- Final Archaeological and Historic Resources Technical Memorandum in .pdf format.
- Draft Inadvertent Discovery Plan in .pdf format.
- Final Inadvertent Discovery Plan in .pdf format.

Task 4.4 Public Service Commission of Wisconsin (PSCW) Certificate of Authority (CA) Filing

Pursuant to Wis. Stat. §196.49 and as further described in Wis. Admin. Code Ch. PSCW 184, water utility construction projects require a CA from the PSCW that are classed in the Wis. Admin. Code Ch. PSCW 4 as either Type 1, 2, or 3 Actions. It is anticipated the City's project will require a Type 3 Action and will require a CA. Therefore, the scope of services described in this Task assumes that the City's project will be a Type 3 Action and will require a CA.

Coordinate with PSCW staff to establish points of contact and introduce project prior to filing, and follow-up with the agency as the project progresses (refer to meetings in Task 5.1 for details). Assist the City with the preparation of a CA filing by composing an application in accordance with the "Application Filing Requirements – Type 3 Water Projects (Ver. Updated 2021)", hereafter referred to as the PSCW AFR publicly available [here](#). Prepare required documentation supporting the application with the following draft report outline. Submit draft PSCW CA Filing for the City's review. Incorporate the City's comments and submit the PSCW CA Filing to the PSCW. This scope of services assumes that any submittal fees would be paid separately by the City.

EXHIBIT A

1. Project Overview
 2. Project Development and Alternatives
 3. Project Costs
 4. Crib and Intake Information
 5. Natural Resources Impacts
 - 5.1. Floodplains and Floodways
 - 5.2. Wetlands
 - 5.3. Waterbodies/Waterways
 - 5.4. Rare Species and Natural Communities
 - 5.5. Archaeological and Historical Resources
- Appendix A Preliminary Layouts of Proposed Infrastructure

Note that coordination will be required with the PSCW following the PSCW Filing Review Submittal. This coordination is not part of this scope of services, but will be provided as follow-on services in Phase 2.

Deliverables:

- Draft PSCW CA Filing in .pdf format.
- Final PSCW CA Filing in .pdf format.
- GIS data in format required by PSCW

Task 4.5 Wisconsin Department of Natural Resources (WDNR) and Army Corp of Engineers (ACOE) Waterway Permitting

Based on our understanding of the proposed project, it is anticipated that a Wis. Admin Code Ch. 30 Waterway Individual Permit will be needed from the WDNR and a Clean Water Act Section 404 Individual Permit will be needed from the ACOE for the placement of an intake structure below the Ordinary High Water Mark (OHWM) of Lake Superior. The Greeley and Hansen Project Team will help the City obtain the requisite permits by preparing and submitting an application for the placement of an intake structure below the OHWM of Lake Superior. The permit application will be jointly filed with the WDNR and USACE around or at the same time the CA application is filed with the PSCW. The Engineering Report, Preliminary Contract Drawings, and Preliminary Specifications developed in Task 2 along with the Wetland Determination Report or Wetland Delineation Report, Endangered and Threatened Resources Review Technical Memorandum, and Historical and Cultural Resources Letter Report developed in Tasks 4.1-4.3 will be included with the submittal to satisfy requested information in the application. Key components of the permit submittal will include the following:

- Application form “Water Resources Application for Project Permits (WRAPP)” (Form 3500-053)
- Application fee (this scope of services assumes this will be paid directly by the City).
- Ownership documentation.
- Photographs of the proposed location, as practicable.
- Site maps that illustrate the location and perimeter of the project site, and its relationship to nearby water resources (e.g. lakes, rivers, streams, wetlands), major landmarks and roads. Provide copies of relevant maps (e.g. wetland, aerial, topographical, soil, floodplain, or zoning maps), with the project location identified.⁽¹⁾
- Plans and specifications that show what is intended.⁽¹⁾

- Narrative description of the proposed project that will include:⁽¹⁾
 - What the project is, purpose of project, and need for the project
 - How the project will be carried out, including methods, materials, and equipment.
 - Proposed construction schedule and sequence of work
 - What temporary and permanent erosion control measures will be used
 - For the intake structure, a description of type, composition, and quality of materials
 - Details on how the project will avoid, minimize and mitigate impacts to waterways.
 - Measurements of proposed impacts.
- Wetland determination to determine if wetlands may be present within any access routes, laydown/staging areas, or other limits of construction and a wetland delineation report, if wetlands are found to be present.⁽²⁾
- Endangered and threatened resources review to determine if state or federally listed threatened or endangered species may be present.⁽²⁾
- Historical and cultural resources review to determine if there are any known or mapped historical or cultural resources that may be impacted by the proposed project.⁽²⁾

Notes: (1). The Engineering Report will be submitted with the application to satisfy these requirements (refer to Task 2.9 for details).

(2). The Wetland Determination Report or Wetland Delineation Report, Endangered and Threatened Resources Review Technical Memorandum, and Historical and Cultural Resources Letter Report will be submitted with the application to satisfy these requirements (refer to Tasks 4.1-4.3 for details).

Deliverables: WDNR and ACOE Individual Permit Applications submitted electrically via WDNR's ePermitting website (City staff will need to register for a State of Wisconsin WAMS ID).

Task 4.6 Army Corp of Engineers (ACOE) Section 154 Funding Submittal

Submit the Engineering Report and Preliminary Contract Drawings to the ACOE on behalf of the City to satisfy Section 154 funding requirements. This scope of services assumes these documents as described in Task 2 will be satisfactory for the submittal and that any submittal fees would be paid separately by the City.

Deliverables: ACOE Section 154 funding submittal (Engineering Report, Preliminary Contract Drawings) in .pdf format.

TASK 5 – PROJECT MANAGEMENT

Task 5.1 Meetings and Site Visits

Meetings and site visits will be held to provide communication and coordination between the City, the Greeley and Hansen Team, and agencies throughout the project to achieve the City's goals. The Greeley and Hansen Team will participate in the virtual meetings via conference call and site visits listed in Table 3 at the end of this exhibit.

Deliverables:

- Draft meeting agenda and slide deck two (2) business days in advance of each meeting in .pdf format.
- Draft meeting notes two (2) business days following each meeting in .pdf format. The meeting notes will be finalized based on comments received within five (5) business days following the draft meeting notes.

If no comments are received within five (5) business days, the draft meeting notes will be considered the final meeting notes.

Task 5.2 Monthly Progress Summary Reports

This Task is to monitor project activities for adherence to project budget, scope, and schedule. A progress report will be included with each monthly invoice.

Deliverables: Monthly invoice with progress report.

Task 5.3 Risk Management

Develop a risk register for the project. Review the risk register on a quarterly basis with the Greeley and Hansen Team and the City to track implementation of mitigating actions and strategies and to update the plan if conditions change throughout the life of the project.

Deliverables: Quarterly risk register update in .pdf format.

Task 5.4 Quality Assurance/Quality Control (QA/QC) Review

The Greeley and Hansen Team will institute and maintain QA/QC activities throughout the entire project. The purpose of the QA/QC activities is to perform checks and reviews, as necessary, on the work in progress and at completion. The intent is to provide the necessary checks and balances between “getting the work done” and “getting it done correctly.” This activity will be founded upon Greeley and Hansen’s internal QA/QC procedures and performed by senior engineers not involved in the day-to-day production of the design. Generally, the QA/QC reviews will be completed in advance of scheduled milestone reviews by the City.

Deliverables: Results from this Task will be incorporated into deliverables as part of other tasks.

SCHEDULE

A tentative project schedule for the first phase of the work is attached to this exhibit on the following page.

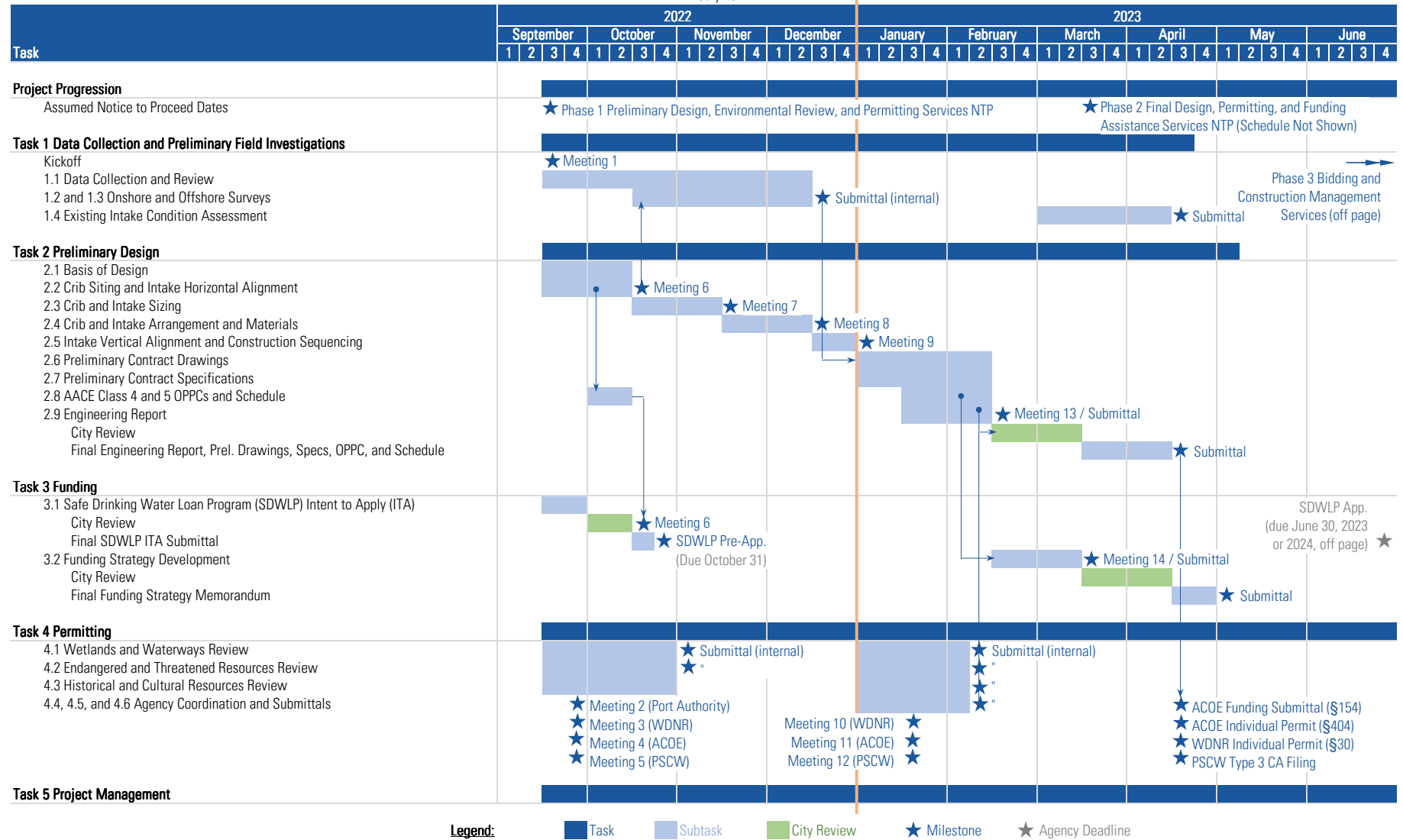
A summary of the schedule by phase is summarized as follows:

- Phase 1: Preliminary Design, Environmental Review, and Permitting Services
 - September 2022 to April 2023
- Phase 2: Final Design, Permitting, and Funding Assistance Services
 - March 2023 to December 2023
- Phase 3: Bidding and Construction Management Services
 - 2024 and/or 2025

New Lake Superior Water Intake
Phase 1: Preliminary Design, Environmental Review, and Permitting Services
Preliminary Project Schedule

Greeley and Hansen LLC
DRAFT July 2022

City of Ashland
Fiscal Year End



Legend:

Task

Subtask

City Review

★ Milestone

★ Agency Deadline

Notes:

1. Regular check-ins and status updates to occur between the Greeley and Hansen PM and City PM in addition to scheduled meetings.

TABLE 1 DRAFT DRAWING LIST

Sheet No.	Drawing No.	Drawing Title	Prelim. Design (Phase 1)	Final Design (Phase 2)
<u>GENERAL</u>				
0	--	Cover, Location Map, Site Plan, and Index of Drawings	X	X
1	G1	General Notes, Abbreviations, and Sample Plan and Profile	X	X
<u>PROCESS AND EQUIPMENT</u>				
2	M1	Intake Plan and Profile – STA 0+00 (@ Crib) to 1000+00	X	X
3	M2	Intake Plan and Profile – STA 1000+00 to 2000+00	X	X
4	M3	Intake Plan and Profile – STA 2000+00 to 3000+00	X	X
5	M4	Intake Plan and Profile – STA 3000+00 to 4000+00	X	X
6	M5	Intake Plan and Profile – STA 4000+00 to 5000+00 (@ Low Lifts)	X	X
7	M6	Intake and Pipeline Details	X	X
8	M7	Crib Plans and Sections	X	X
9	M8	Crib Details	X	X
10	M9	Chlorination System Diagram, Plans, Sections, and Details	X	X
11	M10	Chlorination Diffuser Plans, Sections, and Details	X	X
12	M11	Access Manhole / Shore Well Plans, Sections, and Details	X	X
13	M12	Piping and Equipment Plans, Sections, and Details	X	X
<u>STRUCTURAL</u>				
14	S1	Structural Legend and Notes	--	X
15	S2	Demolition Plans, Sections, and Details	--	X
16	S3	New Plans, Sections, and Details	--	X
<u>ELECTRICAL</u>				
17	E1	Electrical Legend	X	X
18	E2	Diagrams, Schematics, and Schedules	X	X
19	E3	New Plan, Elevation, and Details	X	X
<u>INSTRUMENTATION AND CONTROL</u>				
20	N1	Instrumentation and Control Legend	X	X
21	N2	Process & Instrumentation Diagram	X	X

Note: The Phase 1 scope of services assumes 1) the existing chlorine tanks, pumps, and instrumentation are sufficient for new service for chlorinating the new crib, 2) the WTP existing control system has adequate I/O to accommodate new controls, 3) new chemical controls will be based on on-off start-stop commands with manual provisions for dosage management. These assumptions will be confirmed in final design considering the capacity available and plantwide dosage requirements.

TABLE 2 DRAFT SPECIFICATIONS LIST

Specification No.	Specification Title	Prelim. Design (Phase 1)	Final Design (Phase 2)
<u>DIVISION 0 - PROCUREMENT AND CONTRACTING REQUIREMENTS</u>			
00 11 13	Notice to Bidders	—	X
00 21 13	Instructions to Bidders	—	X
00 41 00	Bid Form	—	X
00 43 00	Bid Bond	—	X
00 45 49	Use of American Iron and Steel (UAIS) Requirement	—	X
00 51 00	Notice of Award	—	X
00 52 00	Agreement	—	X
00 55 00	Notice to Proceed	—	X
00 61 13	Performance Bond	—	X
00 61 16	Payment Bond	—	X
00 72 00	General Conditions	—	X
00 73 00	Supplementary Conditions	—	X
SC-A	Exhibit SC-A EJCDC Form	—	X
SC-B	Exhibit SC-B Prevailing Wage	—	X
00 90 00	Signatures and Seals	X	X
<u>DIVISION 1 – GENERAL REQUIREMENTS</u>			
01 11 00	Summary of Work	X	X
01 26 00	Change Order and Work Order Procedures	X	X
01 29 00	Payments	X	X
01 29 50	Contract Items	—	X
01 31 00	Coordination and Meetings	X	X
01 32 17	Progress Schedule	X	X
01 33 00	Submittals	X	X
01 41 00	Regulatory and Special Requirements	X	X
01 42 00	References	X	X
01 44 00	Preconstruction Videos	X	X
01 45 00	Quality Control	X	X
01 45 50	Leakage Tests	X	X
01 50 00	Construction Facilities and Temporary Controls	X	X
01 60 00	Material and Equipment	X	X
01 71 23	Lines and Grades	X	X
01 73 29	Cutting and Patching	X	X
01 74 00	Cleaning	X	X
01 78 00	Contract Close Out	X	X
01 78 23	Operation and Maintenance	X	X
<u>DIVISION 2 – EXISTING CONDITIONS</u>			
02 41 00	Demolition	X	X
02 50 00	Impacted Soil and Groundwater Management	X	X
<u>DIVISION 3 – CONCRETE</u>			
03 30 00	Cast-In-Place Concrete	--	X

EXHIBIT A

Specification No.	Specification Title	Prelim. Design (Phase 1)	Final Design (Phase 2)
<u>DIVISION 5 – METALS</u>			
05 50 00	Metal Fabrications	X	X
<u>DIVISION 6 – WOOD AND PLASTICS</u>			
06 13 00	Intake Crib	X	X
<u>DIVISION 26 – ELECTRICAL</u>			
26 05 00	Basic Electrical Materials and Methods	X	X
26 05 10	Electric Utility Coordination and Requirements	X	X
26 05 19	Wires and Cables – 600 Volts and Below	X	X
26 05 26	Grounding	X	X
26 05 33	Electrical Raceway Systems	X	X
26 05 43	Underground Electrical Distribution System	X	X
26 05 53	Electrical Identification	X	X
26 08 00	Electrical Testing Requirements	X	X
26 27 26	Wiring Devices	X	X
26 24 16	Panelboards	X	X
<u>DIVISION 31 – EARTHWORK</u>			
31 10 00	Site Clearing	X	X
31 23 16	Excavation	X	X
31 23 23	Backfilling	X	X
31 25 13	Erosion and Sediment Controls	X	X
31 41 00	Shoring, Sheeting and Bracing	X	X
<u>DIVISION 32 – EXTERIOR IMPROVEMENTS</u>			
32 11 23	Base Courses	X	X
32 12 00	Asphalt Paving	X	X
32 90 00	Landscaping Work	X	X
<u>DIVISION 33 – UTILITIES</u>			
33 05 13	Vaults and Manholes	X	X
33 05 50	Laying and Jointing Buried Pipelines	X	X
33 05 55	Buried Pipe and Fittings	X	X
33 05 70	Locating Buried Pipelines	X	X
33 13 00	Disinfection	X	X
<u>DIVISION 40 – PROCESS INTEGRATION</u>			
40 05 01	Supports and Anchors	X	X
40 05 02	Chlorine Equipment	X	X
40 05 04	Pressure Switches	X	X
40 05 05	Gauges – Pressure and Vacuum	X	X
40 05 10	Erecting and Jointing Interior Piping	X	X
40 05 18	Miscellaneous Pipe and Fittings	X	X
40 05 20	Valves	X	X
40 05 30	Sluice and Sluice Gates	X	X

EXHIBIT A

Specification No.	Specification Title	Prelim. Design (Phase 1)	Final Design (Phase 2)
40 80 50	Process Control System Commissioning	--	X
40 90 00	Process Control System General Requirements	--	X
40 90 50	Process Control System Description	X	X
40 91 00	Process Control System Instruments	X	X
40 94 13	Process Control System Network Hardware	--	X
40 95 13	Process Control System Panel Enclosures and Equipment	--	X
40 96 15	Process Control System I/O List	X	X
40 98 50	Process Control System Factory Acceptance Testing	--	X

TABLE 3 MEETINGS AND SITE VISIT SCHEDULE

Meeting or Site Visit	Title	Anticipated Attendees	Purpose
Meeting 1	Kickoff	City, GH	To introduce team members, understand the City's goals and objectives, and discuss schedule lookahead
Meeting 2	Port Authority Coordination	GH, Auth.	To meet with key agency staff, make them aware of the project, establish points of contact, and understand key requirements
Meeting 3	WDNR Project Introduction	GH, WDNR	
Meeting 4	ACOE Project Introduction	GH, ACOE	
Meeting 5	PSCW Project Introduction	GH, PSCW	
Meeting 6	Crib Siting, Alignment, AACE Class 5 OPCCs	City, GH	To discuss intake siting alternatives and gain consensus on a recommended site and arrangement; Review Class 5 OPPC for SDWLP ITA submittal.
Meeting 7	Crib and Intake Sizing Evaluation	City, GH	To discuss the intake sizing evaluation and gain consensus on a recommended size.
Meeting 8	Crib and Intake Arrangement and Material	City, GH	To discuss the crib arrangement and crib and intake materials evaluation and gain consensus on the recommended arrangement and materials.
Meeting 9	Intake Vertical Alignment and Construction Sequencing	City, GH	To gain consensus on a recommended conceptual vertical alignment and key construction sequencing constraints
Meeting 10	WDNR Project Update	GH, WDNR	To meet with key agency staff and update them on the state of the project and the proposed infrastructure arrangement
Meeting 11	ACOE Project Update	GH, ACOE	
Meeting 12	PSCW Project Update	GH, PSCW	
Meeting 13	Preliminary Design Review	City, GH	To review City comments on the Draft Engineering Report, Preliminary Contract Drawings, and Preliminary Contract Specifications.
Meeting 14	Funding Strategy	City, GH	To discuss the AACE Class 4 OPPC development and funding alternatives, and to gain consensus on a proposed funding strategy
Site Visit 1	--	--	To validate record drawings for design purposes.
Site Visit 2	--	--	To validate field investigation data or additional record drawing information for design purposes.

Notes:

- (1). The meetings are organized sequentially by the order they are envisioned to occur. These meetings may be combined, separated, or rearranged as convenient for the City or the progress of the work. If schedule allows, meetings will be paired with site visits to allow for in-person collaboration.
- (2). This scope of services includes up to two site visits by two Greeley and Hansen staff over two separate days. Site visits will be scheduled as needed and are not arranged in this table sequentially with the above meetings. These site visits exclude fieldwork related to field investigations completed over the course of the work by Greeley and Hansen's subconsultants, such as the survey, etc.



City of Ashland, Wisconsin



New Lake Superior Water Intake
Phase 1: Preliminary Design, Environmental Review, and Permitting Services

Estimated Fee per Task and Staff Member

Greeley and Hansen LLC
DRAFT August 2022

										2022		2023									
Task	Project Manager	Project Director	Technical Advisor	Project Engineer	Electrical Engineer	Instr. & Controls Engineer	CAD	Admin	Subtotal Hours	Subtotal Fee	Subtotal Hours	Subtotal Fee									
2022 and 2023 Projected Average Hourly Rate										\$ 190	\$ 196	\$ 330	\$ 131	\$ 249	\$ 216	\$ 139	\$ 140	--	--	--	--
Task 1 - Data Collection and Preliminary Field Investigations																					
Task 1.1 - Data Collection and Review	6			16	6	6			34	\$6,026											
Task 1.2 - Onshore Survey							12		12	\$1,668											
Task 1.3 - Offshore (Sub-Aqueous) Survey							12		12	\$1,668											
Task 1.4 - Existing Intake Condition Assessment	20	2	2	80			12	4			120	\$17,560									
Subtotal Hours	26	2	2	96	6	6	36	4	58	--	120	--									
Subtotal Fee	\$4,940	\$392	\$660	\$12,576	\$1,494	\$1,296	\$5,004	\$560	--	\$9,362	--	\$17,560									
Task 2 - Preliminary Design																					
Task 2.1 - Basis of Design	8			16					24	\$3,616											
Task 2.2 - Crib Siting and Intake Horizontal Alignment	40	4	2	160			32		238	\$34,452											
Task 2.3 - Crib and Intake Sizing	10	4	2	40					56	\$8,584											
Task 2.4 - Crib and Intake Arrangement and Materials	30	4	2	120			12		168	\$24,532											
Task 2.5 - Intake Vertical Alignment and Construction Seq.	6	2	2	24			16		50	\$7,560											
Task 2.6 - Preliminary Contract Drawings	28	8	12	106	26	26	132				338	\$55,172									
Task 2.7 - Preliminary Contract Specifications	44	8	6	88	20	24		8			198	\$34,720									
Task 2.8 - AACE Class 5 OPPC and Schedule (2022)	8	4	2	40					54	\$8,204											
Task 2.8 - AACE Class 4 OPPC and Schedule (2023)	8	4	2	40	4	4					62	\$10,064									
Task 2.9 - Engineering Report	24	4	2	60	8	8		4			110	\$18,144									
Subtotal Hours	206	42	32	694	58	62	192	12	590	--	708	--									
Subtotal Fee	\$39,140	\$8,232	\$10,560	\$90,914	\$14,442	\$13,392	\$26,688	\$1,680	--	\$86,948	--	\$118,100									
Task 3 - Funding																					
Task 3.1 - SDWLP ITA	8	4	2	40					54	\$8,204											
Task 3.2 - Funding Strategy Development	40	8	2	160				2			212	\$31,068									
Subtotal Hours	48	12	4	200	0	0	0	2	54	--	212	--									
Subtotal Fee	\$9,120	\$2,352	\$1,320	\$26,200	\$0	\$0	\$0	\$280	--	\$8,204	--	\$31,068									
Task 4 - Permitting																					
Task 4.1 - Wetlands and Waterways Review	2			4							6	\$904									
Task 4.2 - Endangered and Threatened Resources Review	2			4							6	\$904									
Task 4.3 - Historical and Cultural Resources Review	2			4							6	\$904									
Task 4.4 - PSCW CA Filing	24	8	2	60				4			98	\$15,208									
Task 4.5 - WDNR and ACOE Waterway Permitting	4	2		8							14	\$2,200									
Task 4.6 - ACOE Section 154 Funding Submittal	4	2		8							14	\$2,200									
Subtotal Hours	38	12	2	88	0	0	0	4	0	--	144	--									
Subtotal Fee	\$7,220	\$2,352	\$660	\$11,528	\$0	\$0	\$0	\$560	--	\$0	--	\$22,320									
Task 5 - Project Management																					
Task 5.1 - Meetings and Site Visits (2022)	66	50		40	10	10			176	\$32,230											
Task 5.1 - Meetings and Site Visits (2023)	13	9		20							41	\$6,694									
Task 5.2 - Monthly Progress Summary Reports (2022)	2	2		4					8	\$1,296											
Task 5.2 - Monthly Progress Summary Reports (2023)	2	2		4							8	\$1,296									
Task 5.3 - Risk Management (2022)	4	4		10					18	\$2,854											
Task 5.3 - Risk Management (2023)	4	4		10							18	\$2,854									
Task 5.4 - QA/QC Review (2022)			8						8	\$2,640											
Task 5.4 - QA/QC Review (2022)			8								8	\$2,640									
Subtotal Hours	91	71	16	88	10	10	0	0	210	--	75	--									
Subtotal Fee	\$17,195	\$13,916	\$5,280	\$11,463	\$2,490	\$2,160	\$0	\$0	--	\$39,020	--	\$13,484									
Subconsultants and Other Direct Costs																					
			Onshore Survey Services (Cedar Corp)							--	\$13,475	--	--								
			Offshore Survey Services (Cedar Corp)							--	\$25,300	--	--								
			Potholing Up to 4 Locations If Needed (Cedar Corp)							--	--	--	\$11,550								
			Existing Intake Condition Assessment (J. F. Brennan)							--	--	--	\$38,291								
			Environmental and Permitting Support Services (TRC)							--	\$27,555	--	\$42,295								
			Other Direct Costs							--	\$8,100	--	--								
Total Fee Upper Limit																					
			Total Fee Upper Limit (see Note 1)							--	\$217,964	--	\$294,668								

Notes: (1). The total fee upper limits shown for 2022 and 2023 may be shifted between 2022 and 2023 where possible or as needed to progress the work. This adjustment will be managed so as not to exceed the City's budgetary limits for 2022 and the total fee upper limit approved for the project's Phase 1 scope of services.



City of Ashland, Wisconsin



New Lake Superior Water Intake
Phase 1: Preliminary Design, Environmental Review, and Permitting Services

Estimated Hours per Drawing and Staff Member for Task 2.6 - Preliminary Contract Drawings

Greeley and Hansen LLC

DRAFT July 2022

Sheet No.	Drawing No.	Drawing Title	Prelim. Design (Phase 1)	Final Design (Phase 2)	Project Manager	Project Director	Technical Advisor	Project Engineer	Electrical Engineer	Instr. & Controls Engineer	CAD	Admin
GENERAL												
0	--	Cover and Index of Drawings	X	X	2	--	--	2	--	--	4	--
1	G1	General Notes and Abbreviations	X	X	2	--	--	8	--	--	4	--
PROCESS AND EQUIPMENT												
2	M1	Intake Plan and Profile – STA 0+00 (@ Crib) to 1000+00	X	X	2	1	--	8	--	--	10	--
3	M2	Intake Plan and Profile – STA 1000+00 to 2000+00	X	X	2	--	--	8	--	--	10	--
4	M3	Intake Plan and Profile – STA 2000+00 to 3000+00	X	X	2	--	--	8	--	--	10	--
5	M4	Intake Plan and Profile – STA 3000+00 to 4000+00	X	X	2	--	--	8	--	--	10	--
6	M5	Intake Plan and Profile – STA 4000+00 to 5000+00 (@ Low Lifts)	X	X	2	--	--	8	--	--	10	--
7	M6	Intake and Pipeline Details	X	X	2	1	--	8	--	--	10	--
8	M7	Crib Plans and Sections	X	X	2	1	2	8	--	--	10	--
9	M8	Crib Details	X	X	2	1	2	8	--	--	10	--
10	M9	Chlorination System Diagram, Plans, Sections, and Details	X	X	2	1	2	8	--	--	10	--
11	M10	Chlorination Diffuser Plans, Sections, and Details	X	X	2	1	2	8	--	--	10	--
12	M11	Access Manhole / Shore Well Plans, Sections, and Details	X	X	2	1	2	8	--	--	10	--
13	M12	Piping and Equipment Plans, Sections, and Details	X	X	2	1	2	8	--	--	10	--
STRUCTURAL												
14	S1	Structural Legend and Notes	--	X	--	--	--	--	--	--	--	--
15	S2	Demolition Plans, Sections, and Details	--	X	--	--	--	--	--	--	--	--
16	S3	New Plans, Sections, and Details	--	X	--	--	--	--	--	--	--	--
ELECTRICAL												
17	E1	Electrical Legend	X	X	--	--	--	--	2	--	4	--
18	E2	Diagrams, Schematics, and Schedules	X	X	--	--	--	--	8	--	8	--
19	E3	New Plan, Elevation, and Details	X	X	--	--	--	--	16	--	16	--
INSTRUMENTATION AND CONTROL												
20	N1	Instrumentation and Control Legend	X	X	--	--	--	--	--	6	8	--
21	N2	Process & Instrumentation Diagram	X	X	--	--	--	--	--	20	28	--
Subtotal Hours			--	--	28	8	12	106	26	26	192	0



City of Ashland, Wisconsin



New Lake Superior Water Intake

Phase 1: Preliminary Design, Environmental Review, and Permitting Services

Estimated Hours per Specification and Staff Member for Task 2.7 - Preliminary Contract Specifications

Greeley and Hansen LLC

DRAFT July 2022

Spec No.	Specification Title	Prelim. Design (Phase 1)	Final Design (Phase 2)	Project Manager	Project Director	Technical Advisor	Project Engineer	Electrical Engineer	Instr. & Controls Engineer	CAD	Admin
<u>DIVISION 0 - PROCUREMENT AND CONTRACTING REQUIREMENTS</u>											
00 11 13	Notice to Bidders	--	X	--	--	--	--	--	--	--	--
00 21 13	Instructions to Bidders	--	X	--	--	--	--	--	--	--	--
00 41 00	Bid Form	--	X	--	--	--	--	--	--	--	--
00 43 00	Bid Bond	--	X	--	--	--	--	--	--	--	--
00 45 49	Use of American Iron and Steel (UAIS) Requirement	--	X	--	--	--	--	--	--	--	--
00 51 00	Notice of Award	--	X	--	--	--	--	--	--	--	--
00 52 00	Agreement	--	X	--	--	--	--	--	--	--	--
00 55 00	Notice to Proceed	--	X	--	--	--	--	--	--	--	--
00 61 13	Performance Bond	--	X	--	--	--	--	--	--	--	--
00 61 16	Payment Bond	--	X	--	--	--	--	--	--	--	--
00 72 00	General Conditions	--	X	--	--	--	--	--	--	--	--
00 73 00	Supplementary Conditions	--	X	--	--	--	--	--	--	--	--
SC-A	Exhibit SC-A EJCDC Form	--	X	--	--	--	--	--	--	--	--
SC-B	Exhibit SC-B Prevailing Wage	--	X	--	--	--	--	--	--	--	--
00 90 00	Signatures and Seals	X	X	1	--	--	2	--	--	--	--
<u>DIVISION 1 – GENERAL REQUIREMENTS</u>											
01 11 00	Summary of Work	X	X	1	--	--	2	--	--	--	--
01 26 00	Change Order and Work Order Procedures	X	X	1	--	--	2	--	--	--	--
01 29 00	Payments	X	X	1	--	--	2	--	--	--	--
01 29 50	Contract Items	--	X	--	--	--	--	--	--	--	--
01 31 00	Coordination and Meetings	X	X	1	--	--	2	--	--	--	--
01 32 17	Progress Schedule	X	X	1	--	--	2	--	--	--	--
01 33 00	Submittals	X	X	1	--	--	2	--	--	--	--
01 41 00	Regulatory and Special Requirements	X	X	1	--	--	2	--	--	--	--
01 42 00	References	X	X	1	--	--	2	--	--	--	--
01 44 00	Preconstruction Videos	X	X	1	--	--	2	--	--	--	--
01 45 00	Quality Control	X	X	1	--	--	2	--	--	--	--
01 45 50	Leakage Tests	X	X	1	--	--	2	--	--	--	--
01 50 00	Construction Facilities and Temporary Controls	X	X	1	--	--	2	--	--	--	--
01 60 00	Material and Equipment	X	X	1	--	--	2	--	--	--	--
01 71 23	Lines and Grades	X	X	1	--	--	2	--	--	--	--
01 73 29	Cutting and Patching	X	X	1	--	--	2	--	--	--	--
01 74 00	Cleaning	X	X	1	--	--	2	--	--	--	--
01 78 00	Contract Close Out	X	X	1	--	--	2	--	--	--	--
01 78 23	Operation and Maintenance	X	X	1	--	--	2	--	--	--	--



City of Ashland, Wisconsin



New Lake Superior Water Intake

Phase 1: Preliminary Design, Environmental Review, and Permitting Services

Estimated Hours per Specification and Staff Member for Task 2.7 - Preliminary Contract Specifications

Greeley and Hansen LLC

DRAFT July 2022

Spec No.	Specification Title	Prelim. Design (Phase 1)	Final Design (Phase 2)	Project Manager	Project Director	Technical Advisor	Project Engineer	Electrical Engineer	Instr. & Controls Engineer	CAD	Admin
<u>DIVISION 2 – EXISTING CONDITIONS</u>											
02 41 00	Demolition	X	X	1	--	--	2	--	--	--	--
02 50 00	Impacted Soil and Groundwater Management	X	X	1	--	--	2	--	--	--	--
<u>DIVISION 3 – CONCRETE</u>											
03 30 00	Cast-In-Place Concrete	--	X	--	--	--	--	--	--	--	--
<u>DIVISION 5 – METALS</u>											
05 50 00	Metal Fabrications	X	X	1	--	--	2	--	--	--	--
<u>DIVISION 6 – WOOD AND PLASTICS</u>											
06 13 00	Intake Crib	X	X	1	1	2	2	--	--	--	--
<u>DIVISION 26 – ELECTRICAL</u>											
26 05 00	Basic Electrical Materials and Methods	X	X	--	--	--	--	2	--	--	--
26 05 10	Electric Utility Coordination and Requirements	X	X	--	--	--	--	2	--	--	--
26 05 19	Wires and Cables – 600 Volts and Below	X	X	--	--	--	--	2	--	--	--
26 05 26	Grounding	X	X	--	--	--	--	2	--	--	--
26 05 33	Electrical Raceway Systems	X	X	--	--	--	--	2	--	--	--
26 05 43	Underground Electrical Distribution System	X	X	--	--	--	--	2	--	--	--
26 05 53	Electrical Identification	X	X	--	--	--	--	2	--	--	--
26 08 00	Electrical Testing Requirements	X	X	--	--	--	--	2	--	--	--
26 27 26	Wiring Devices	X	X	--	--	--	--	2	--	--	--
26 24 16	Panelboards	X	X	--	--	--	--	2	--	--	--
<u>DIVISION 31 – EARTHWORK</u>											
31 10 00	Site Clearing	X	X	1	--	--	2	--	--	--	--
31 23 16	Excavation	X	X	1	--	1	2	--	--	--	--
31 23 23	Backfilling	X	X	1	--	--	2	--	--	--	--
31 25 13	Erosion and Sediment Controls	X	X	1	--	--	2	--	--	--	--
31 41 00	Shoring, Sheet piling and Bracing	X	X	1	--	--	2	--	--	--	--



City of Ashland, Wisconsin



New Lake Superior Water Intake

Phase 1: Preliminary Design, Environmental Review, and Permitting Services

Estimated Hours per Specification and Staff Member for Task 2.7 - Preliminary Contract Specifications

Greeley and Hansen LLC

DRAFT July 2022

Spec No.	Specification Title	Prelim. Design (Phase 1)	Final Design (Phase 2)	Project Manager	Project Director	Technical Advisor	Project Engineer	Electrical Engineer	Instr. & Controls Engineer	CAD	Admin
<u>DIVISION 32 – EXTERIOR IMPROVEMENTS</u>											
32 11 23	Base Courses	X	X	1	--	--	2	--	--	--	--
32 12 00	Asphalt Paving	X	X	1	--	--	2	--	--	--	--
32 90 00	Landscaping Work	X	X	1	--	--	2	--	--	--	--
<u>DIVISION 33 – UTILITIES</u>											
33 05 13	Vaults and Manholes	X	X	1	--	--	2	--	--	--	--
33 05 50	Laying and Jointing Buried Pipelines	X	X	1	--	--	2	--	--	--	--
33 05 55	Buried Pipe and Fittings	X	X	1	1	--	2	--	--	--	--
33 05 70	Locating Buried Pipelines	X	X	1	--	--	2	--	--	--	--
33 13 00	Disinfection	X	X	1	--	--	2	--	--	--	--
<u>DIVISION 40 – PROCESS INTEGRATION</u>											
40 05 01	Supports and Anchors	X	X	1	--	--	2	--	--	--	--
40 05 02	Chlorine Equipment	X	X	1	1	1	2	--	--	--	--
40 05 04	Pressure Switches	X	X	1	1	1	2	--	--	--	--
40 05 05	Gauges – Pressure and Vacuum	X	X	1	1	1	2	--	--	--	--
40 05 10	Erecting and Jointing Interior Piping	X	X	1	1	--	2	--	--	--	--
40 05 18	Miscellaneous Pipe and Fittings	X	X	1	--	--	2	--	--	--	--
40 05 20	Valves	X	X	1	1	--	2	--	--	--	--
40 05 30	Sluice and Sluice Gates	X	X	1	1	--	2	--	--	--	--
40 80 50	Process Control System Commissioning	--	X	--	--	--	--	--	--	--	--
40 90 00	Process Control System General Requirements	--	X	--	--	--	--	--	--	--	--
40 90 50	Process Control System Description	X	X	--	--	--	--	--	8	--	--
40 91 00	Process Control System Instruments	X	X	--	--	--	--	--	8	--	--
40 94 13	Process Control System Network Hardware	--	X	--	--	--	--	--	--	--	--
40 95 13	Process Control System Panel Enclosures and Equipment	--	X	--	--	--	--	--	--	--	--
40 96 15	Process Control System I/O List	X	X	--	--	--	--	--	8	--	--
40 98 50	Process Control System Factory Acceptance Testing	--	X	--	--	--	--	--	--	--	--
	Formatting and Compilation	X	X	--	--	--	--	--	--	--	8
Subtotal Hours		--	--	44	8	6	88	20	24	0	8



City of Ashland, Wisconsin



New Lake Superior Water Intake
Phase 1: Preliminary Design, Environmental Review, and Permitting Services

Estimated Hours per Meeting and Staff Member for Task 5.1 - Meetings and Site Visits

Greeley and Hansen LLC

DRAFT July 2022

Meeting No.	Meeting Title	Purpose	Project Manager	Project Director	Technical Advisor	Project Engineer	Electrical Engineer	Instr. & Controls Engineer	CAD	Admin
MEETINGS										
1	Kickoff	To introduce team members, understand the City's goals and objectives, and discuss schedule lookahead	3.5	3	--	5.5	--	--	--	--
2	Port Authority Coordination	To meet with key agency staff, make them aware of the project, establish points of contact, and understand key requirements	2	1	--	3	--	--	--	--
3	WDNR Project Introduction	"	2	1	--	3	--	--	--	--
4	ACOE Project Introduction	"	2	1	--	3	--	--	--	--
5	PSCW Project Introduction	"	2	1	--	3	--	--	--	--
6	Crib Siting, Alignment, AACE Class 5 OPCCs	To gain consensus on a recommended crib site and arrangement; Review Class 5 OPPC for SDWLP ITA submittal.	3.5	3	--	5.5	--	--	--	--
7	Crib and Intake Sizing Evaluation	To discuss the intake sizing evaluation and gain consensus on a recommended size.	3.5	--	--	5.5	--	--	--	--
8	Crib and Intake Arrangement and Material	To discuss crib arrangement and crib / intake materials and gain consensus on the recommended arrangement / materials.	3.5	--	--	5.5	--	--	--	--
9	Intake Vertical Alignment and Construction Sequencing	To gain consensus on a recommended conceptual vertical alignment and key construction sequencing constraints.	3.5	--	--	5.5	--	--	--	--
10	WDNR Project Update	To meet with key agency staff and update them on the state of the project and the proposed infrastructure arrangement.	2	1	--	3	--	--	--	--
11	ACOE Project Update	"	2	1	--	3	--	--	--	--
12	PSCW Project Update	"	2	1	--	3	--	--	--	--
13	Preliminary Design Review	To review City comments on the Draft Engineering Report, Preliminary Contract Drawings, and Preliminary Contract	3.5	3	--	5.5	--	--	--	--
14	Funding Strategy	To discuss the AACE Class 4 OPPC development and funding alternatives, and to gain consensus on a proposed funding strategy.	3.5	3	--	5.5	--	--	--	--
SITE VISITS										
1	Site Visit 1	To validate record drawings for design purposes.	20	20	--	--	--	--	--	--
2	Site Visit 2	To validate field investigation data or additional record drawing information for design purposes.	20	20	--	--	10	10	--	--
Subtotal Hours in 2022			66	50	0	40	10	10	0	0
Subtotal Hours in 2023			12.5	9	0	19.5	0	0	0	0
Subtotal Hours			78.5	59	0	59.5	10	10	0	0

SUBJECT: Approve Change Orders No. 1 and No. 2 to Aneglo Luppino Construction for the Bike and Pedestrian Improvements Project (*Public Works*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Public Works

CLEARANCES: City Administrator
Public Works Director

EXHIBITS:	1. Ayres Change Order No. 1, ARTS Trail Improvements Project
	2. Ayres Change Order No. 2, ARTS Trail Improvements Project

EXPENDITURES REQUIRED: \$628,518.83 Total Project Cost + 10% Contract Contingency

\$ 47,511.34 - Change Order No. 1 Cost

\$ 53,956.58 - Change Order No. 2 Cost

\$101,467.92 Total Change Order Cost

\$729,986.75 Total Revised Project Cost (Including 10% Contract Contingency and Change Orders 1 & 2)

\$145,997.35 - City Share (20% Total Revised Project Cost)

\$583,989.40 - WI Department of Transportation Alternatives Program Share (80% Total Revised Project Cost)

AMOUNT BUDGETED: \$647,800 - WI Department of Transportation Transportation Alternatives Program
\$162,200 - Fund 481 Parks & Grounds

APPROPRIATION REQUIRED: -\$0-

TREASURER'S CERTIFICATE: N/A

COMPLIANCE WITH ORD. 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: The proposed construction conforms to the goals and community values identified in the City of Ashland's Comprehensive Plan.

SUMMARY STATEMENT:

At the May 10, 2022 meeting, Council approved to award the 2022 Bike & Pedestrian Facility Improvements Project to Aneglo Luppino Construction.

At the December 11, 2018 meeting, the City Council approved the State Municipal Agreement (SMA) for grant funds under the Wisconsin Department of Transportation's (WiDOT) Transportation Alternatives Program (TAP). TAP funds support the project at the 80 percent level, with the City providing the corresponding 20 percent in matching funds from Fund 453-Waterfront Development.

At the July 14, 2020 meeting, the City Council approved a contract with Ayres Associates, Inc. (Ayres) for engineering design services and administration of TAP funds. The City requested bids for trail improvements in May 2021 but declined to award a contract due to the cost of the bids received exceeded the available budget.

The project design calls for the addition of some aggregate base (ie gravel), which serves as the base of the paved trail. Following pulverization of the existing asphalt, Ayres recommended the addition of 1 inch of gravel throughout the trail in order to provide a secure base to help prevent settlement. Staff recommends approval of Change Order No. 1 to provide the additional gravel base throughout the project.

The project design calls for widening of the existing trail from 8 feet to 10 feet wide. At each street or avenue crossing, the trail includes a pedestrian ramp to allow for the connection between the trail and roadway. The WI DOT requires all pedestrian ramps to be ADA accessible and to match the trail width of 10 feet. As a cost savings measure, staff had directed Ayres to have the existing curb ramps sawcut and widened two feet. Based on the bid price received, additional funds are available to replace the majority of the curb ramps and provide a monolithic surface (ie uniform, complete) rather than the piecemeal approach. Some select curb ramps would still be saw-cut to preserve the condition of relatively new concrete. The proposed sawcuts would result in "joints" between the concrete surfaces which present the possibility of a frost heave, creating a trip hazard for pedestrians, so reducing them would benefit the City. Staff recommends approval of Change Order No. 2 to provide complete replacement of additional curb ramps.

Staff is requesting Council's approval of Change Orders No. 1 and No. 2 to the contract as the cost exceeds the authority of staff as defined in City Ordinance 194.



CHANGE ORDER

Project: ARTS Trail Improvements
Ashland, Wisconsin

Change Order No: 01

Date: 08/9/2022

Owner: City of Ashland

Project No: 23-1797.00

To (Contractor): Angelo Luppino LLC.
PO Box 10
Iron Belt, WI 54536

Contract For: Trail Improvements

Contract Date: 6/21/2022

You are directed to make the following changes in the Contract Documents:

Description: Additional base course quantity to be placed along entire trail at 1 1/4" thickness to smooth out unevenness of trail. Also, do not install marking crosswalk paint transvers line 6-inch on intersection crossings.

Attachments: Contractor Quote

CHANGE IN CONTRACT PRICE (SUM)	CHANGE IN CONTRACT TIME(S)
Original Contract Price (Sum) <u>\$571,380.76</u>	Original Contract Time(s) Substantial Completion: <u>10/15/2022</u> Ready for final payment: _____ days or dates
Net changes from previous Change Orders No. <u>0</u> to No. <u>1</u> <u>\$0.00</u>	Net changes from previous Change Orders No. <u>0</u> to No. <u>1</u> Substantial Completion: <u>0 days</u> Ready for final payment: _____ days or dates
Contract Price (Sum) prior to this Change Order <u>\$571,380.76</u>	Contract Time(s) prior to this Change Order Substantial Completion: <u>10/15/2022</u> Ready for final payment: _____ days or dates
Net increase (decrease) of this Change Order <u>\$47,511.34</u>	Net increase (decrease) of this Change Order Substantial Completion: <u>0 days</u> Ready for final payment: _____ days or dates
Contract Price (Sum) with all approved Change Orders <u>\$618,892.10</u>	Contract Time(s) with all approved Change Orders Substantial Completion: <u>10/15/2022</u> Ready for final payment: _____ days or dates

RECOMMENDED:

APPROVED:

ACCEPTED:

Ayres Associates
Architect/Engineer

City of Ashland
Owner

Angelo Luppino LLC
Contractor

By: _____
(Authorized Signature and Title)

By: _____
(Authorized Signature and Title)

By: _____
(Authorized Signature and Title)

Date: _____

Date: _____

Date: _____

Copy to: ☐ Owner ☐ Contractor ☐ A/E Proj. Mgr. ☐ A/E Field Rep. ☐ _____



BID TABULATION

PROJECT: Project No. 8995-00-04 City of Ashland, Various Locations Bike & Pedestrian Facility Improvements Non-Highway, Ashland County <i>Federally Funded</i>					Angelo Luppino, Inc. PO Box 100 Iron Belt WI 54536		Engineer's Estimate		Angelo Luppino, Inc. PO Box 100 Iron Belt WI 54536				
BID DEADLINE: April 28, 2022 1:00 PM, Local Time									CO 1				
DESCRIPTION			UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	QUANTITY	UNIT PRICE	TOTAL PRICE	COST DIFFERENCE	
		BASE BID											
1	203.0100	Removing Small Pipe Culverts	EACH	1	\$404.00	\$404.00	\$622.90	\$622.90	1	\$404.00	\$404.00	\$0.00	
2	204.0110	Removing Asphaltic Surface	SY	178	\$46.29	\$8,239.62	\$12.00	\$2,136.00	178	\$46.29	\$8,239.62	\$0.00	
3	204.0150	Removing Curb & Gutter	LF	265	\$18.37	\$4,868.05	\$15.00	\$3,975.00	265	\$18.37	\$4,868.05	\$0.00	
4	204.0155	Removing Concrete Sidewalk	SY	207	\$37.68	\$7,799.76	\$11.00	\$2,277.00	207	\$37.68	\$7,799.76	\$0.00	
5	205.0100	Excavation Common	CY	631	\$17.53	\$11,061.43	\$25.00	\$15,775.00	631	\$17.53	\$11,061.43	\$0.00	
6	213.0100.01	Finishing Roadway (project) (01. 8995-00-04)	EACH	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	1	\$10,000.00	\$10,000.00	\$0.00	
7	305.0120	Base Aggregate Dense 1 1/4-Inch	TON	513	\$27.47	\$14,092.11	\$25.00	\$12,825.00	1809	\$27.47	\$49,693.23	\$35,601.12	
8	325.0100	Pulverize and Relay	SY	13880	\$3.37	\$46,775.60	\$2.00	\$27,760.00	13880	\$3.37	\$46,775.60	\$0.00	
9	416.0180	Concrete Driveway 8-Inch	SY	79	\$99.03	\$7,823.37	\$100.00	\$7,900.00	79	\$99.03	\$7,823.37	\$0.00	
10	465.0105	Asphaltic Surface	TON	2030	\$101.69	\$206,430.70	\$125.00	\$253,750.00	2030	\$101.69	\$206,430.70	\$0.00	
11	520.1018	Apron Endwalls for Culvert Pipe 18-Inch	EACH	2	\$261.50	\$523.00	\$350.00	\$700.00	2	\$261.50	\$523.00	\$0.00	
12	520.3418	Culvert Pipe Class III-A Non-metal 18- Inch	LF	24	\$78.71	\$1,889.04	\$100.00	\$2,400.00	24	\$78.71	\$1,889.04	\$0.00	
13	601.0411	Concrete Curb & Gutter 30-Inch Type D	LF	253	\$100.55	\$25,439.15	\$65.00	\$16,445.00	253	\$100.55	\$25,439.15	\$0.00	
14	602.0415	Concrete Sidewalk 6-Inch	SF	2380	\$15.74	\$37,461.20	\$16.00	\$38,080.00	2380	\$15.74	\$37,461.20	\$0.00	
15	602.0515	Curb Ramp Detectable Warning Field Natural Patina	SF	564	\$60.00	\$33,840.00	\$65.00	\$36,660.00	564	\$60.00	\$33,840.00	\$0.00	
16	602.0615	Curb Ramp Detectable Warning Field Radial Natural Patina	SF	28	\$75.00	\$2,100.00	\$75.00	\$2,100.00	28	\$75.00	\$2,100.00	\$0.00	
17	619.1000	Mobilization	EACH	1	\$23,050.00	\$23,050.00	\$50,000.00	\$50,000.00	1	\$23,050.00	\$23,050.00	\$0.00	
18	625.0500	Salvaged Topsoil	SY	11458	\$2.91	\$33,342.78	\$2.00	\$22,916.00	8000	\$2.91	\$23,280.00	(\$10,062.78)	
		Topsoil	SY						4000	\$6.00	\$24,000.00	\$24,000.00	
19	627.0200	Mulching	SY	11458	\$1.00	\$11,458.00	\$0.50	\$5,729.00	11458	\$1.00	\$11,458.00	\$0.00	
20	628.1504	Silt Fence	LF	13915	\$1.85	\$25,742.75	\$2.00	\$27,830.00	13915	\$1.85	\$25,742.75	\$0.00	
21	628.1520	Silt Fence Maintenance	LF	13915	\$0.05	\$695.75	\$0.10	\$1,391.50	13915	\$0.05	\$695.75	\$0.00	
22	628.1905	Mobilizations Erosion Control	EACH	2	\$1,650.00	\$3,300.00	\$500.00	\$1,000.00	2	\$1,650.00	\$3,300.00	\$0.00	
23	628.1910	Mobilizations Emergency Erosion Control	EACH	1	\$500.00	\$500.00	\$200.00	\$200.00	1	\$500.00	\$500.00	\$0.00	
24	628.7504	Temporary Ditch Checks	LF	50	\$8.55	\$427.50	\$9.00	\$450.00	50	\$8.55	\$427.50	\$0.00	
25	628.7555	Culvert Pipe Checks	EACH	2	\$122.00	\$244.00	\$30.00	\$60.00	2	\$122.00	\$244.00	\$0.00	
26	628.7560	Tracking Pads	EACH	4	\$600.00	\$2,400.00	\$2,000.00	\$8,000.00	4	\$600.00	\$2,400.00	\$0.00	
27	629.0205	Fertilizer Type A	CWT	7	\$125.00	\$875.00	\$100.00	\$700.00	7	\$125.00	\$875.00	\$0.00	
28	630.0140	Seeding Mixture No. 40	LB	216	\$6.00	\$1,296.00	\$16.00	\$3,456.00	216	\$6.00	\$1,296.00	\$0.00	
29	630.0200	Seeding Temporary	LB	318	\$1.50	\$477.00	\$3.25	\$1,033.50	318	\$1.50	\$477.00	\$0.00	
30	638.2102	Moving Signs Type II	EACH	29	\$210.00	\$6,090.00	\$225.00	\$6,525.00	29	\$210.00	\$6,090.00	\$0.00	
31	646.7405	Marking Crosswalk Paint Transverse Line 6-Inch	LF	1174	\$2.60	\$3,052.40	\$6.00	\$7,044.00	1464	\$2.60	\$3,806.40	\$754.00	
32	646.7505	Marking Crosswalk Paint Block Style 24-Inch	LF	540	\$5.15	\$2,781.00	\$22.00	\$11,880.00	0	\$5.15		(\$2,781.00)	
33	646.9100	Marking Removal Line 8-Inch	LF	1469	\$2.25	\$3,305.25	\$4.00	\$5,876.00	1469	\$2.25	\$3,305.25	\$0.00	
34	646.9200	Marking Removal Line Wide	LF	540	\$5.50	\$2,970.00	\$6.00	\$3,240.00	540	\$5.50	\$2,970.00	\$0.00	
35	690.0150	Sawing Asphalt	LF	458	\$4.00	\$1,832.00	\$3.00	\$1,374.00	458	\$4.00	\$1,832.00	\$0.00	
36	690.0250	Sawing Concrete	LF	281	\$5.00	\$1,405.00	\$3.50	\$983.50	281	\$5.00	\$1,405.00	\$0.00	
37	SPV.0060.01	Special (01. Salvage and Reinstall Trash Receptacle)	EACH	4	\$300.00	\$1,200.00	\$550.00	\$2,200.00	4	\$300.00	\$1,200.00	\$0.00	
38	SPV.0060.02	Special (02. Salvage and Reinstall Pet Waste Station)	EACH	2	\$150.00	\$300.00	\$550.00	\$1,100.00	2	\$150.00	\$300.00	\$0.00	
39	SPV.0090.01	Special (01. Fence Chain Link Polymer Coated 54-Inch)	LF	198	\$90.35	\$17,889.30	\$80.00	\$15,840.00	198	\$90.35	\$17,889.30	\$0.00	
40	SPV.0105.01	Special (01. Traffic Control (project))	LS	1	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00	1	\$8,000.00	\$8,000.00	\$0.00	
Total Base Bid Amount (Line Items 1 thru XX)						\$571,380.76	\$622,234.40		\$	618,892.10	\$	47,511.34	
SMA Federal 80%					\$	624,000.00							
SMA City 20%					\$	156,000.00							
20% of cost					\$	114,276.15			\$	123,778.42	\$	9,502.27	
CO 1 Cost Increase												\$	47,511.34
CO 2 Cost Increase												\$	-

CHANGE ORDER

Project: ARTS Trail Improvements
Ashland, Wisconsin

Change Order No: 02

Date: 08/9/2022

Owner: City of Ashland

Project No: 23-1797.00

To (Contractor): Angelo Luppino LLC.
PO Box 10
Iron Belt, WI 54536

Contract For: Trail Improvements

Contract Date: 6/21/2022

You are directed to make the following changes in the Contract Documents:

Description: Add additional Topsoil, as there was not as much salvaged topsoil as estimated. Additional removals, new concrete sidewalk, new concrete curb, new detectable warning fields with the decision to replace all curb ramps (as marked)

Attachments: Contractor Quote

CHANGE IN CONTRACT PRICE (SUM)	CHANGE IN CONTRACT TIME(S)
Original Contract Price (Sum) <u>\$571,380.76</u>	Original Contract Time(s) Substantial Completion: <u>10/15/2022</u> Ready for final payment: _____ days or dates
Net changes from previous Change Orders No. 0 to No. 1 <u>\$47,511.34</u>	Net changes from previous Change Orders No. 0 to No. 1 Substantial Completion: <u>0 days</u> Ready for final payment: _____ days or dates
Contract Price (Sum) prior to this Change Order <u>\$618,892.10</u>	Contract Time(s) prior to this Change Order Substantial Completion: <u>10/15/2022</u> Ready for final payment: _____ days or dates
Net increase (decrease) of this Change Order <u>\$53,956.58</u>	Net increase (decrease) of this Change Order Substantial Completion: <u>0 days</u> Ready for final payment: _____ days or dates
Contract Price (Sum) with all approved Change Orders <u>\$672,848.68</u>	Contract Time(s) with all approved Change Orders Substantial Completion: <u>10/15/2022</u> Ready for final payment: _____ days or dates

RECOMMENDED:

Ayres Associates
Architect/Engineer

APPROVED:

City of Ashland
Owner

ACCEPTED:

Angelo Luppino LLC
Contractor

By: _____
(Authorized Signature and Title)

By: _____
(Authorized Signature and Title)

By: _____
(Authorized Signature and Title)

Date: _____

Date: _____

Date: _____

Copy to: ☐ Owner ☐ Contractor ☐ A/E Proj. Mgr. ☐ A/E Field Rep. ☐ _____



BID TABULATION

PROJECT: Project No. 8995-00-04 City of Ashland, Various Locations Bike & Pedestrian Facility Improvements Non-Highway, Ashland County Federally Funded				Angelo Luppino, Inc. PO Box 100 Iron Belt WI 54536		Engineer's Estimate		Angelo Luppino, Inc. PO Box 100 Iron Belt WI 54536				Angelo Luppino, Inc. PO Box 100 Iron Belt WI 54536			
BID DEADLINE: April 28, 2022 1:00 PM, Local Time								CO 1				CO 2			
DESCRIPTION		UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	QUANTITY	UNIT PRICE	TOTAL PRICE	COST DIFFERENCE	QUANTITY	UNIT PRICE	TOTAL PRICE	COST DIFFERENCE
	BASE BID														
1	203.0100 Removing Small Pipe Culverts	EACH	1	\$404.00	\$404.00	\$622.90	\$622.90	1	\$404.00	\$404.00	\$0.00	1	\$404.00	\$404.00	\$0.00
2	204.0110 Removing Asphaltic Surface	SY	178	\$46.29	\$8,239.62	\$12.00	\$2,136.00	178	\$46.29	\$8,239.62	\$0.00	178	\$46.29	\$8,239.62	\$0.00
3	204.0150 Removing Curb & Gutter	LF	265	\$18.37	\$4,868.05	\$15.00	\$3,975.00	265	\$18.37	\$4,868.05	\$0.00	398	\$18.37	\$7,311.26	\$2,443.21
4	204.0155 Removing Concrete Sidewalk	SY	207	\$37.68	\$7,799.76	\$11.00	\$2,277.00	207	\$37.68	\$7,799.76	\$0.00	370	\$37.68	\$13,941.60	\$6,141.84
5	205.0100 Excavation Common	CY	631	\$17.53	\$11,061.43	\$25.00	\$15,775.00	631	\$17.53	\$11,061.43	\$0.00	631	\$17.53	\$11,061.43	\$0.00
6	213.0100.01 Finishing Roadway (project) (01. 8995-00-04)	EACH	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	1	\$10,000.00	\$10,000.00	\$0.00	1	\$10,000.00	\$10,000.00	\$0.00
7	305.0120 Base Aggregate Dense 1 1/4-Inch	TON	513	\$27.47	\$14,092.11	\$25.00	\$12,825.00	1809	\$27.47	\$49,693.23	\$35,601.12	1809	\$27.47	\$49,693.23	\$0.00
8	325.0100 Pulverize and Relay	SY	13880	\$3.37	\$46,775.60	\$2.00	\$27,760.00	13880	\$3.37	\$46,775.60	\$0.00	13880	\$3.37	\$46,775.60	\$0.00
9	416.0180 Concrete Driveway 8-Inch	SY	79	\$99.03	\$7,823.37	\$100.00	\$7,900.00	79	\$99.03	\$7,823.37	\$0.00	79	\$99.03	\$7,823.37	\$0.00
10	465.0105 Asphaltic Surface	TON	2030	\$101.69	\$206,430.70	\$125.00	\$253,750.00	2030	\$101.69	\$206,430.70	\$0.00	2030	\$101.69	\$206,430.70	\$0.00
11	520.1018 Apron Endwalls for Culvert Pipe 18-Inch	EACH	2	\$261.50	\$523.00	\$350.00	\$700.00	2	\$261.50	\$523.00	\$0.00	2	\$261.50	\$523.00	\$0.00
12	520.3418 Culvert Pipe Class III-A Non-metal 18- Inch	LF	24	\$78.71	\$1,889.04	\$100.00	\$2,400.00	24	\$78.71	\$1,889.04	\$0.00	24	\$78.71	\$1,889.04	\$0.00
13	601.0411 Concrete Curb & Gutter 30-Inch Type D	LF	253	\$100.55	\$25,439.15	\$65.00	\$16,445.00	253	\$100.55	\$25,439.15	\$0.00	398	\$100.55	\$40,018.90	\$14,579.75
14	602.0415 Concrete Sidewalk 6-Inch	SF	2380	\$15.74	\$37,461.20	\$16.00	\$38,080.00	2380	\$15.74	\$37,461.20	\$0.00	3277	\$15.74	\$51,579.98	\$14,118.78
15	602.0515 Curb Ramp Detectable Warning Field Natural Patina	SF	564	\$60.00	\$33,840.00	\$65.00	\$36,660.00	564	\$60.00	\$33,840.00	\$0.00	820	\$60.00	\$49,200.00	\$15,360.00
16	602.0615 Curb Ramp Detectable Warning Field Radial Natural Patina	SF	28	\$75.00	\$2,100.00	\$75.00	\$2,100.00	28	\$75.00	\$2,100.00	\$0.00	28	\$75.00	\$2,100.00	\$0.00
17	619.1000 Mobilization	EACH	1	\$23,050.00	\$23,050.00	\$50,000.00	\$50,000.00	1	\$23,050.00	\$23,050.00	\$0.00	1	\$23,050.00	\$23,050.00	\$0.00
18	625.0500 Salvaged Topsoil	SY	11458	\$2.91	\$33,342.78	\$2.00	\$22,916.00	8000	\$2.91	\$23,280.00	(\$10,062.78)	8000	\$2.91	\$23,280.00	\$0.00
	Topsoil	SY						4000	\$6.00	\$24,000.00	\$24,000.00	4000	\$6.00	\$24,000.00	\$0.00
19	627.0200 Mulching	SY	11458	\$1.00	\$11,458.00	\$0.50	\$5,729.00	11458	\$1.00	\$11,458.00	\$0.00	11458	\$1.00	\$11,458.00	\$0.00
20	628.1504 Silt Fence	LF	13915	\$1.85	\$25,742.75	\$2.00	\$27,830.00	13915	\$1.85	\$25,742.75	\$0.00	13915	\$1.85	\$25,742.75	\$0.00
21	628.1520 Silt Fence Maintenance	LF	13915	\$0.05	\$695.75	\$0.10	\$1,391.50	13915	\$0.05	\$695.75	\$0.00	13915	\$0.05	\$695.75	\$0.00
22	628.1905 Mobilizations Erosion Control	EACH	2	\$1,650.00	\$3,300.00	\$500.00	\$1,000.00	2	\$1,650.00	\$3,300.00	\$0.00	2	\$1,650.00	\$3,300.00	\$0.00
23	628.1910 Mobilizations Emergency Erosion Control	EACH	1	\$500.00	\$500.00	\$200.00	\$200.00	1	\$500.00	\$500.00	\$0.00	1	\$500.00	\$500.00	\$0.00
24	628.7504 Temporary Ditch Checks	LF	50	\$8.55	\$427.50	\$9.00	\$450.00	50	\$8.55	\$427.50	\$0.00	50	\$8.55	\$427.50	\$0.00
25	628.7555 Culvert Pipe Checks	EACH	2	\$122.00	\$244.00	\$30.00	\$60.00	2	\$122.00	\$244.00	\$0.00	2	\$122.00	\$244.00	\$0.00
26	628.7560 Tracking Pads	EACH	4	\$600.00	\$2,400.00	\$2,000.00	\$8,000.00	4	\$600.00	\$2,400.00	\$0.00	4	\$600.00	\$2,400.00	\$0.00
27	629.0205 Fertilizer Type A	CWT	7	\$125.00	\$875.00	\$100.00	\$700.00	7	\$125.00	\$875.00	\$0.00	7	\$125.00	\$875.00	\$0.00
28	630.0140 Seeding Mixture No. 40	LB	216	\$6.00	\$1,296.00	\$16.00	\$3,456.00	216	\$6.00	\$1,296.00	\$0.00	216	\$6.00	\$1,296.00	\$0.00
29	630.0200 Seeding Temporary	LB	318	\$1.50	\$477.00	\$3.25	\$1,033.50	318	\$1.50	\$477.00	\$0.00	318	\$1.50	\$477.00	\$0.00
30	638.2102 Moving Signs Type II	EACH	29	\$210.00	\$6,090.00	\$225.00	\$6,525.00	29	\$210.00	\$6,090.00	\$0.00	29	\$210.00	\$6,090.00	\$0.00
31	646.7405 Marking Crosswalk Paint Transverse Line 6-Inch	LF	1174	\$2.60	\$3,052.40	\$6.00	\$7,044.00	1464	\$2.60	\$3,806.40	\$754.00	1464	\$2.60	\$3,806.40	\$754.00
32	646.7505 Marking Crosswalk Paint Block Style 24-Inch	LF	540	\$5.15	\$2,781.00	\$22.00	\$11,880.00	0	\$5.15		(\$2,781.00)	0	\$5.15		\$0.00
33	646.9100 Marking Removal Line 8-Inch	LF	1469	\$2.25	\$3,305.25	\$4.00	\$5,876.00	1469	\$2.25	\$3,305.25	\$0.00	1469	\$2.25	\$3,305.25	\$0.00
34	646.9200 Marking Removal Line Wide	LF	540	\$5.50	\$2,970.00	\$6.00	\$3,240.00	540	\$5.50	\$2,970.00	\$0.00	540	\$5.50	\$2,970.00	\$0.00
35	690.0150 Sawing Asphalt	LF	458	\$4.00	\$1,832.00	\$3.00	\$1,374.00	458	\$4.00	\$1,832.00	\$0.00	625	\$4.00	\$2,500.00	\$668.00
36	690.0250 Sawing Concrete	LF	281	\$5.00	\$1,405.00	\$3.50	\$983.50	281	\$5.00	\$1,405.00	\$0.00	410	\$5.00	\$2,050.00	\$645.00
37	SPV.0060.01 Special (01. Salvage and Reinstall Trash Receptacle)	EACH	4	\$300.00	\$1,200.00	\$550.00	\$2,200.00	4	\$300.00	\$1,200.00	\$0.00	4	\$300.00	\$1,200.00	\$0.00
38	SPV.0060.02 Special (02. Salvage and Reinstall Pet Waste Station)	EACH	2	\$150.00	\$300.00	\$550.00	\$1,100.00	2	\$150.00	\$300.00	\$0.00	2	\$150.00	\$300.00	\$0.00



BID TABULATION

PROJECT: Project No. 8995-00-04 City of Ashland, Various Locations Bike & Pedestrian Facility Improvements Non-Highway, Ashland County <i>Federally Funded</i>					Angelo Luppino, Inc. PO Box 100 Iron Belt WI 54536		Engineer's Estimate		Angelo Luppino, Inc. PO Box 100 Iron Belt WI 54536				Angelo Luppino, Inc. PO Box 100 Iron Belt WI 54536					
BID DEADLINE: April 28, 2022 1:00 PM, Local Time									CO 1				CO 2					
DESCRIPTION					UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	QUANTITY	UNIT PRICE	TOTAL PRICE	COST DIFFERENCE	QUANTITY	UNIT PRICE	TOTAL PRICE	COST DIFFERENCE
39	SPV.0090.01	Special (01. Fence Chain Link Polymer Coated 54-Inch)	LF		198	\$90.35	\$17,889.30	\$80.00	\$15,840.00	198	\$90.35	\$17,889.30	\$0.00	198	\$90.35	\$17,889.30	\$0.00	
40	SPV.0105.01	Special (01. Traffic Control (project))	LS		1	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00	1	\$8,000.00	\$8,000.00	\$0.00	1	\$8,000.00	\$8,000.00	\$0.00	
Total Base Bid Amount (Line Items 1 thru XX)						\$571,380.76		\$622,234.40			\$ 618,892.10		\$ 47,511.34		\$ 672,848.68		\$ 53,956.58	
SMA Federal 80%						\$ 624,000.00												
SMA City 20%						\$ 156,000.00												
20% of cost						\$ 114,276.15					\$ 123,778.42		\$ 9,502.27		\$ 134,569.74		\$ 20,293.58	
CO 1 Cost Increase													\$ 47,511.34					
CO 2 Cost Increase													\$ -				\$ 53,956.58	

SUBJECT: Approve Change Orders for Kraemer North America, LLC for the Ashland Oredock Phase 2 (Diamond Access) Project (*Parks and Recreation*) Roll

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: Parks & Recreation

CLEARANCES: Parks and Recreation Department
City Administration
Ashland Oredock Charitable Trust

EXHIBITS:

1.	Change Order No. 2 Kraemer North America, LLC
2.	Change Order No. 1 Kraemer North America, LLC, Revised Base Bid

EXPENDITURES REQUIRED: \$1,949,700.00 Original Contract Price
\$ 465,400.00 Changer Order #1
\$2,415,100.00 Current Contract Price including this Change Order

AMOUNT BUDGETED: \$ 150,000.00 Wisconsin Coastal Management Grant
\$ 300,000.00 DNR Stewardship (2019 - applied, 2021 - awarded)
\$ 50,757.00 US Fish and Wildlife Service Sport Fish Restoration Grant
\$ 100,000.00 DNR Recreational Trails Project
\$1,900,000.00 Ashland Oredock Charitable Trust Allocation
\$2,500,757.00 Total

APPROPRIATION REQUIRED: NA

TREASURER'S CERTIFICATE: NA

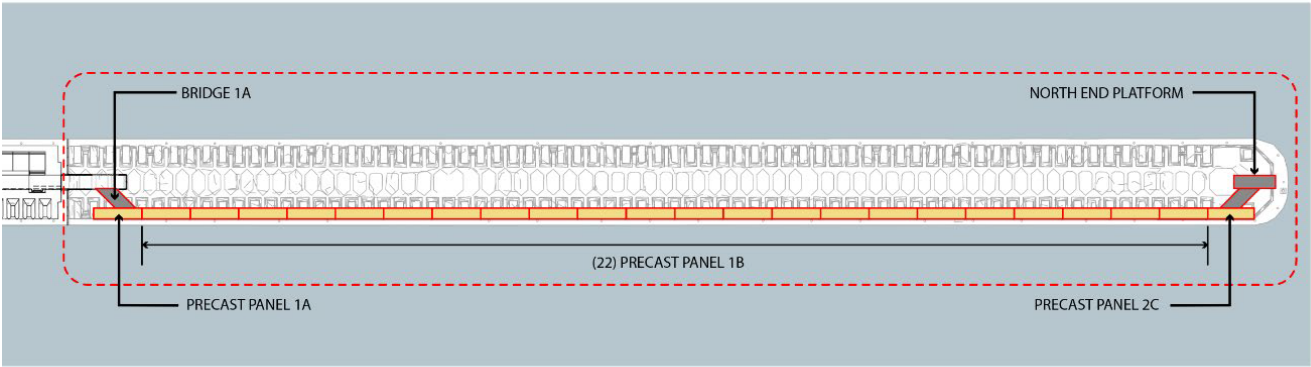
COMPLIANCE WITH ORD. 51: The Mayor and/or Clerk has consented to placement of this agenda item on the Council agenda as timely action is needed.

STATEMENT OF CONFORMANCE WITH COMPREHENSIVE PLAN: The proposed development conforms to the goals and community values identified in the City of Ashland's Authentic Ashland 2035, Comprehensive Outdoor Recreation Plan, Ashland Oredock Redvelopment Concept Plan and Waterfront Redevelopment Plan.

SUMMARY STATEMENT:

On May 10, 2022, the City of Ashland Common Council approved to accept the base bid and award a contract from Kraemer North America, LLC for the Ashland Oredock Phase 2 (Diamond Access) Improvements Project to create an elevated walkway on the 1923 section of the Ashland Oredock.

Discussion was had but no vote was officially taken to approve a change order to revise the base bid and extend the precast walkway to the end of the ore dock along the eastern edge, provide a north end platform, and revise the warranty period from 1 year to 3 years. Please see image (below) and attachment.



The Parks and Recreation Department is seeking approval of Change Order No. 1 for the Ashland Oredock Phase 2 Improvements Project. This project will meet the community's desires and plans to have ADA-compliant access to the end of the Ashland Oredock.

In June, staff prematurely signed Changed Order No. 2 amending the type of railings on the pre-cast walkway to slats (guardrail type 2) . This is a savings of \$92,400 for the project and is not reflected in the above budget. Revised Budget:

\$1,949,700	Original Contract Price
\$ 465,400	Change Order No. 1
<u>-\$ 92,400</u>	Change Order No. 2
\$2,322,700	Current Contract Price including the Change Orders

Staff requests approval of the change orders from Kraemer North America, LLC for the requested changes to the walkway.

13 June 2022

CHANGE ORDER NO. 02

PROJECT: Ashland Oredock Phase 2 Improvements
OWNER: City of Ashland
CONTRACT DATE: 31 May 2022
CONTRACTOR: Kraemer North America, LLC

Description of Change

Delete 924 LF Guardrail Type 1 at Precast Walkway Panels 1A, 1B, and 1C and replace with 924 LF of Guardrail Type 2.

Contract Price Adjustment

Original Contract Price	\$1,949,700
Previous Change Order Adjustments	\$465,400
Adjustment in Contract Price this Change Order	(\$92,400)
Current Contract Price including this Change Order	\$2,322,700

Contract Completion Date Adjustment

None.

This document shall become a supplement to the Contract dated 31 May 2022 and all provisions will apply hereto.

RECOMMENDED



6/13/2022
Date

ENGINEER – SmithGroupJJR, Inc.

APPROVED

CONTRACTOR – Kraemer North America

Date

APPROVED

OWNER – City of Ashland

Date

27 May 2022

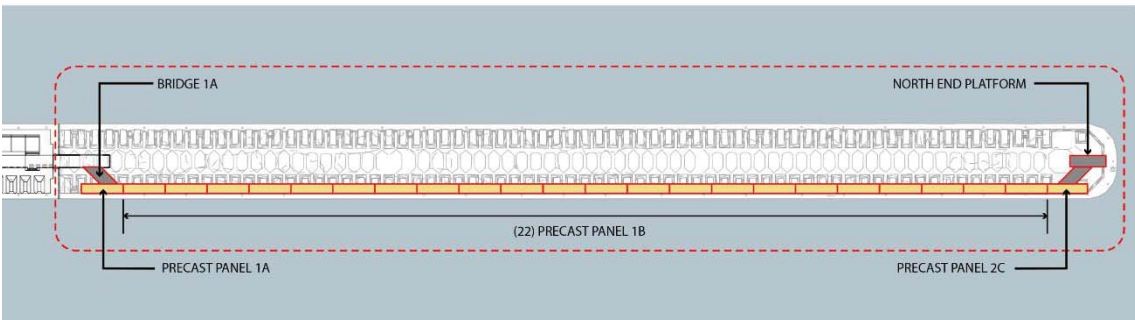
CHANGE ORDER NO. 01

PROJECT: Ashland Oredock Phase 2 Improvements
OWNER: City of Ashland
CONTRACT: _____
CONTRACTOR: Kraemer North America, LLC

Description of Change

Revised Base Bid project. Eliminate Bridge 2 and associated pedestals and guardrails. Extend precast walkway at east edge of dock as indicated below. Provide North End Platform.

Revise warranty period from 1 year to 3 years.



Contract Price Adjustment

Original Contract Price	\$1,949,700
Previous Change Order Adjustments	\$0.00
Adjustment in Contract Price this Change Order	465,400
Current Contract Price including this Change Order	\$2,415,100

Contract Completion Date Adjustment

None.

This document shall become a supplement to the Contract dated _____ and all provisions will apply hereto.

RECOMMENDED



ENGINEER – SmithGroupJJR, Inc.

5/27/2022
Date

APPROVED



CONTRACTOR – Kraemer North America

6/14/22
Date

APPROVED



City Administrator

06 / 06 / 2022

OWNER – City of Ashland

Date



Mayor

06 / 09 / 2022



Treasurer/Comptroller

06 / 07 / 2022



City Clerk

06 / 07 / 2022