PUBLIC WORKS COMMITTEE AGENDA

March 28, 2023 at 5:30 PM

Municipal Service Building - Training Room, 2026 New Jersey Avenue

It is possible that a quorum (or a reverse quorum) of the Sheboygan Common Council or any other City committees/boards/commissions may be in attendance, thus requiring a notice pursuant to State ex rel. Badke v. Greendale Village Board, 173 Wis. 2d 553,494 N.W.2d 408 (1993).

Persons with disabilities who need accommodations to attend this meeting should contact the Department of Public Works at 920-459-3440. Persons other than council members who wish to participate remotely shall provide notice to the Public Works Department at 920-459-3440 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

OPENING OF MEETING

1. Call to Order
2. Roll Call - Alderpersons Dekker, Heidemann, Ramey, Salazar, and Rust may attend meeting remotely.
3. Pledge of Allegiance
4. Introduction of Committee Members and Staff

MINUTES

5. Approval of Minutes: March 14, 2023

ITEMS FOR DISCUSSION & POSSIBLE ACTION

6. Res. No. 158-22-23 / March 20, 2023: A resolution authorizing the appropriate City officials to enter into a contract with Dorner Inc. for the reconstruction of Indiana Avenue from South 24th Street to South 17th Street and authorizing an adjustment to the 2023-2027 Capital Improvement Plan and the 2023 budget.
7. Res. No. 159-22-23 / March 20, 2023: A resolution authorizing the appropriate City officials to enter into a lease with Lakeshore United FC for use and management of the Butzen property.

NEXT MEETING DATE

8. Next Regular Meeting Date: April 11, 2023

ADJOURNMENT

9. Motion to adjourn

In compliance with Wisconsin's Open Meetings Law, this agenda was posted in the following locations more than 24 hours prior to the time of the meeting:

CITY OF SHEBOYGAN

PUBLIC WORKS COMMITTEE MINUTES

Tuesday, March 14, 2023

COMMITTEE MEMBERS PRESENT: Chair Dean Dekker, Alderperson Angela Ramey, Alderperson Joe Heidemann, and Vice Chair Zach Rust.

COMMITTEE MEMBERS EXCUSED: Alderperson Amanda Salazar.

STAFF/OFFICIALS PRESENT: Director of Public Works David Biebel, Superintendent of Parks and Forestry Joe Kerlin, Superintendent of Streets and Sanitation Joel Kolste, Superintendent of Wastewater Jordan Skiff, Superintendent of Facilities & Traffic Mike Willmas, and Administrative Coordinator Heather Burke.

OPENING OF MEETING

1. Call to Order

   Chair Dean Dekker called the meeting to order at 5:30 PM.

2. Roll Call - Alderpersons Dekker, Heidemann, Ramey, Salazar, and Rust may attend meeting remotely.

3. Pledge of Allegiance

   The Pledge of Allegiance was recited.

4. Introduction of Committee Members and Staff

MINUTES

5. Approval of Minutes: February 14, 2023

   MOTION TO APPROVE MINUTES FROM FEBRUARY 14, 2023
   Motion made by Vice Chair Rust, Seconded by Alderperson Heidemann.
   Voting Yea: Chair Dekker, Alderperson Ramey, Alderperson Heidemann, Vice Chair Rust

ITEMS FOR DISCUSSION & POSSIBLE ACTION

6. Res. No. 147-22-23 / March 6, 2023: A resolution authorizing executing a one-year lease for the agricultural property in the City of Sheboygan formerly owned by John Poth, Jr.

   MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION
   Motion made by Vice Chair Rust, Seconded by Alderperson Ramey.
   Voting Yea: Chair Dekker, Alderperson Ramey, Alderperson Heidemann, Vice Chair Rust

7. Res. No. 150-22-23 / March 6, 2023: A resolution authorizing the appropriate City officials to enter into a contract with Klunck Masonry LLC for the 2023 Sidewalk Program.

   MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION
   Motion made by Vice Chair Rust, Seconded by Alderperson Heidemann.
   Voting Yea: Chair Dekker, Alderperson Ramey, Alderperson Heidemann, Vice Chair Rust

8. Res. No. 151-22-23 / March 6, 2023: A resolution authorizing the appropriate City officials to enter int contract with Buteyn-Peterson Construction Company for miscellaneous sewer repairs.

   MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION
   Motion made by Vice Chair Rust, Seconded by Alderperson Ramey.
   Voting Yea: Chair Dekker, Alderperson Ramey, Alderperson Heidemann, Vice Chair Rust

9. Res. No. 155-22-23 / March 6, 2023: A resolution authorizing the appropriate City officials to enter into a contract with Vinton Construction Company for the construction of the Calumet Drive Pavement Repair.

   MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION
   Motion made by Vice Chair Rust, Seconded by Alderperson Heidemann.
   Voting Yea: Chair Dekker, Alderperson Ramey, Alderperson Heidemann, Vice Chair Rust

10. 2022 Annual Report Presentation. DISCUSSION ONLY

NEXT MEETING DATE

11. Next Regular Meeting Date: March 28, 2023

ADJOURNMENT

12. Motion to adjourn

    MOTION TO ADJOURN AT 6:30 PM
    Motion made by Vice Chair Rust, Seconded by Alderperson Ramey.
    Voting Yea: Chair Dekker, Alderperson Ramey, Alderperson Heidemann, Vice Chair Rust

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the appropriate City officials to enter into a contract with Dorner Inc. for the reconstruction of Indiana Avenue from South 24th Street to South 17th Street and authorizing an adjustment to the 2023-2027 Capital Improvement Plan and the 2023 budget.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: March 23, 2023 **MEETING DATE:** March 28, 2023

FISCAL SUMMARY:

Budget Line Item:	400300-641200 630310-641400
Budget Summary:	Capital Projects-Public Works-Street Improvements; Wastewater-Public Works Administration – Sanitary Sewerlines
Budget Expenditure:	$2,591,631.00
Budgeted Revenue:	N/A

STATUTORY REFERENCE:

Wisconsin Statues:	N/A
Municipal Code:	N/A

BACKGROUND / ANALYSIS: The Department of Public Works developed plans and specifications for the Indiana Avenue Reconstruction project between S. 24th Street and S. 17th Street. This construction project will install new watermain, along with new sanitary sewer and new storm sewer at various locations. This construction project will also consist of new street lighting, sidewalks, the extension of a bicycle/pedestrian path and new concrete street pavement.

STAFF COMMENTS: Five bids were received for the Indiana Avenue Reconstruction Project. They are listed below.

- Dorner Inc. $2,591,631.00
- Vinton Construction Company $2,635,795.59
- Buteyn-Peterson Construction Company $2,690,849.95
- LaLonde Contractors, Inc. $2,769,709.89

- Jossart Brothers, Inc. $2,854,460.45

ACTION REQUESTED: Motion to recommend the Common Council approve Res. No. 158-22-23 authorizing the appropriate City officials to enter into a contract with Dorner Inc. for the reconstruction of Indiana Avenue from South 24th Street to South 17th Street and authorizing an adjustment to the 2023-2027 Capital Improvement Plan and the 2023 budget.

ATTACHMENTS:

I. Res. No. 158-22-23
II. Agreement between the City of Sheboygan, Sheboygan Water Utility, & Dorner, Inc.

III

Res. No. 158 - 22 - 23. By Alderpersons Dekker and Rust. March 20, 2023.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Dorner Inc. for the reconstruction of Indiana Avenue from South 24th Street to South 17th Street and authorizing an adjustment to the 2023-2027 Capital Improvement Plan and the 2023 budget.

WHEREAS, the reconstruction of Indiana Avenue from South 24th Street to South 17th Street ("Indiana Ave. Project") was identified as a 2024 Capital Improvement Request in the City's 2023-2028 Capital Improvement Plan; and

WHEREAS, due to a federal funding change, Sheboygan County now intends to proceed with a Taylor Drive reconstruction project from Erie Avenue to Union Avenue during 2024 instead of 2023; and

WHEREAS, due to the projects' close proximity, and to minimize disruption to motorists, City staff believes it incumbent to complete the Indiana Ave. Project in 2023 instead of 2024; and

WHEREAS, staff has identified three projects previously earmarked for 2023 Capital Improvement Requests that may reasonably be postponed to 2024 (S. 11th Street, Lincoln Avenue, and N. 25th Street); and

WHEREAS, the City has advertised for bids for the Indiana Ave. Project; and

WHEREAS, of the five bids received, the low bid was from Dorner Inc. for $2,591,631.00; and

WHEREAS, the City Engineer has reviewed the bids and determined that the low bid meets all of the specifications; and

WHEREAS, the low bid includes work to be paid for by the Sheboygan Water Utility in the amount of $688,473.00; and

NOW, THEREFORE, BE IT RESOLVED: That the Indiana Ave. Project shall replace the S. 11th Street, Lincoln Avenue, and No. 25th Street projects in the 2023 Capital Improvement Plan.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached agreement with Dorner Inc. for the Indiana Ave. Project.

PW 2/3

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from the following accounts upon the agreement being fully executed by all parties, to pay for the construction done pursuant to the agreement:

Account No. 400300-641200 (Capital Projects - Public Works - Street Improvements)	$1,890,366.00
Account No. 630310-641400 (Wastewater - Public Works Administration - Sanitary Sewerlines	$ 12,792.00

_____

_____

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

Dated _____ 20 . _____, City Clerk

Approved _____ 20 . _____, Mayor

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Sheboygan ("Owner"), Sheboygan Water Utility ("Utility"), and Dorner, Inc. ("Contractor"). Owner, Utility, and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: municipal street and utility construction.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: ***Indiana Avenue Reconstruction, South 24th Street to South 17th Street***

2.02 Owner and Utility are responsible for payment of the items as identified herein:

A. Owner Items: Items Codes without SWU, as defined in contractor's bid.

B. Utility Items: Items Codes with SWU, as defined in contractor's bid.

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by the City of Sheboygan and the Sheboygan Water Utility.

3.02 The Engineering Division, Department of Public Works, City of Sheboygan, Sheboygan, WI will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before October 20, 2023 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.

4.03 *Milestones*

A. None.

4.04 *Liquidated Damages*

A. Contractor and Owner, and Utility recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner and Utility will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner and Utility if the Work is not completed on time.

Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
4. Milestones: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each Milestone, until Milestone is achieved.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.05 *Special Damages*

C. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner and Utility (1) for any fines or penalties imposed on Owner or Utility as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner or Utility for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

D. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner and Utility for the actual costs reasonably incurred by Owner and Utility for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner and Utility shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) as stated in Contractor's Bid, attached hereto as an exhibit.

B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions,

estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer and Utility as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner and Utility shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on the third Wednesday of the Month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner and Utility may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner, Utility and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner, Utility and Engineer, there will be no additional retainage; and

b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner and Utility shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner or Utility pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner and Utility shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

6.04 *Interest*

A. All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement.
2. Bonds:
    a. Performance bond (together with power of attorney).
    b. Payment bond (together with power of attorney).
3. Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
4. Drawings as listed in the table of contents of the drawings (copy of list attached and incorporated by reference) and 13 pages of Water Main Replacement Drawings – Indiana Avenue – S. 24th ST to East of S. 19th St. produced by the Sheboygan Water Utility (cover page attached).
5. Addenda (not attached but incorporated by reference)
    a. Number 1 dated 2/21/2023.
    b. Number 2 dated 2/22/2023.
6. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid consisting of 3 pages.
7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed,
    b. Work Change Directives,
    c. Change Orders,
    d. Field Order,
    e. Task Orders.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8 – ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner and Utility to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner or Utility, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

A. Owner and Utility stipulate that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

(Continued on next page)

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

City of Sheboygan

By: _____
(signature)

Name, Title: Ryan Sorenson, Mayor

Date: _____

Attest:

By: _____
(signature)

Name, Title: Meredith DeBruin, City Clerk

Date: _____

Signatures authorized pursuant to Res. ___-22-23.

Address for giving notices:
City of Sheboygan – Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081

Approved as to form and Execution:

By: _____
(signature)

Name, Title: Charles C. Adams, City Attorney

Date: _____

CONTRACTOR:

Dorner, Inc.

By: _____
(signature)

Name, Title: _____
(printed)

Date: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Address for giving notices:

_____

_____

_____

Sheboygan Water Utility

By: _____
(signature)

Name, Title: _____
(printed)

Date: _____

2477- 23 Indiana Avenue Reconstruction South 24th Street to South 17th Street (#8389476)
Owner: Sheboygan WI, City of
Solicitor: Sheboygan WI, City of
02/23/2023 10:00 AM CST

							Dorner Inc.		Vinton Construction Company		Buteyn-Peterson Construction Company		LaLonde Contractors, Inc.		Jossart Brothers, Inc.	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price2	Extension3	Unit Price4	Extension5	Unit Price6	Extension7	Unit Price8	Extension9
COS															
	1	COS	Mobilization (COS Items)	LS	1	$86,715.00	$86,715.00	$140,000.00	$140,000.00	$180,000.00	$180,000.00	$49,155.70	$49,155.70	$225,000.00	$225,000.00
	2	COS	Traffic Control	LS	1	$17,500.00	$17,500.00	$16,500.00	$16,500.00	$16,500.00	$16,500.00	$16,500.00	$16,500.00	$18,000.00	$18,000.00
	3	COS	Traffic Control - Detour Signing	LS	1	$4,750.00	$4,750.00	$4,500.00	$4,500.00	$4,500.00	$4,500.00	$4,500.00	$4,500.00	$5,000.00	$5,000.00
	4	COS	Traffic Control - PCMS	Days	35	$79.00	$2,765.00	$75.00	$2,625.00	$75.00	$2,625.00	$75.00	$2,625.00	$80.00	$2,800.00
	5	COS	Construction Staking (COS Items)	LS	1	$10,825.00	$10,825.00	$10,251.47	$10,251.47	$11,000.00	$11,000.00	$19,543.20	$19,543.20	$11,000.00	$11,000.00
	6	COS	Excavation Common	CY	9792	$12.00	$117,504.00	$18.00	$176,256.00	$18.00	$176,256.00	$18.50	$181,152.00	$18.90	$185,068.80
	7	COS	Excavation Below Subgrade	CY	500	$28.50	$14,250.00	$18.00	$9,000.00	$18.00	$9,000.00	$30.00	$15,000.00	$18.90	$9,450.00
	8	COS	Removing Concrete Sidewalk	SY	1825	$4.90	$8,942.50	$3.00	$5,475.00	$3.00	$5,475.00	$8.00	$14,600.00	$3.15	$5,748.75
	9	COS	Removing Pavement	SY	13300	$5.00	$66,500.00	$1.00	$13,300.00	$1.00	$13,300.00	$6.50	$86,450.00	$3.70	$49,210.00
	10	COS	Removing Inlet Leads (8-Inch)	LF	127	$15.00	$1,905.00	$37.00	$4,699.00	$15.00	$1,905.00	$15.00	$1,905.00	$20.00	$2,540.00
	11	COS	Abandoning Inlet Leads (8-Inch)	LF	204	$5.00	$1,020.00	$15.00	$3,060.00	$10.00	$2,040.00	$6.00	$1,224.00	$20.00	$4,080.00
	12	COS	Removing Storm Manholes	Each	1	$750.00	$750.00	$700.00	$700.00	$425.00	$425.00	$510.00	$510.00	$500.00	$500.00
	13	COS	Removing Sanitary Manholes	Each	1	$985.00	$985.00	$900.00	$900.00	$2,000.00	$2,000.00	$665.00	$665.00	$600.00	$600.00
	14	COS	Removing Inlets	Each	21	$500.00	$10,500.00	$390.00	$8,190.00	$265.00	$5,565.00	$405.00	$8,505.00	$400.00	$8,400.00
	15	COS	Adjusting Inlets Type N-2	Each	3	$450.00	$1,350.00	$450.00	$1,350.00	$1,220.00	$3,660.00	$960.00	$2,880.00	$700.00	$2,100.00
	16	COS	Inlets Type N1	Each	25	$2,635.00	$65,875.00	$3,143.00	$78,575.00	$2,315.00	$57,875.00	$2,800.00	$70,000.00	$700.00	$17,500.00
	17	COS	Inlet Castings	Each	30	$805.00	$24,150.00	$745.00	$22,350.00	$715.00	$21,450.00	$780.00	$23,400.00	$800.00	$24,000.00
	18	COS	Adjusting Storm Manhole Major	Each	5	$2,500.00	$12,500.00	$2,710.00	$13,550.00	$2,485.00	$12,425.00	$3,035.00	$15,175.00	$2,000.00	$10,000.00
	19	COS	Adjusting Storm Manhole Minor	Each	3	$500.00	$1,500.00	$540.00	$1,620.00	$660.00	$1,980.00	$900.00	$2,700.00	$1,100.00	$3,300.00
	20	COS	Storm Manhole 4-FT Diameter	Each	3	$4,236.00	$12,708.00	$4,812.00	$14,436.00	$4,145.00	$12,435.00	$5,210.00	$15,630.00	$4,550.00	$13,650.00
	21	COS	Storm Manhole Casting	Each	11	$700.00	$7,700.00	$645.00	$7,095.00	$600.00	$6,600.00	$702.00	$7,722.00	$700.00	$7,700.00
	22	COS	Adjusting Sanitary Manhole Major	Each	3	$2,500.00	$7,500.00	$1,770.00	$5,310.00	$1,750.00	$5,250.00	$1,500.00	$4,500.00	$2,300.00	$6,900.00
	23	COS	Adjusting Sanitary Manhole Minor	Each	8	$500.00	$4,000.00	$540.00	$4,320.00	$660.00	$5,280.00	$900.00	$7,200.00	$1,300.00	$10,400.00
	24	COS	Sanitary Manhole 4-ft Diameter	Each	1	$6,412.00	$6,412.00	$13,118.00	$13,118.00	$7,600.00	$7,600.00	$16,950.00	$16,950.00	$14,400.00	$14,400.00
	25	COS	Sanitary Manhole Castings	Each	12	$565.00	$6,780.00	$521.00	$6,252.00	$500.00	$6,000.00	$590.00	$7,080.00	$550.00	$6,600.00
	26	COS	Reconnect Lateral	Each	2	$1,330.00	$2,660.00	$3,935.00	$7,870.00	$1,500.00	$3,000.00	$9,700.00	$19,400.00	$2,200.00	$4,400.00
	27	COS	Abandon 10-inch Sanitary Sewer between MH SA-16-053 and MH SA-16-024 and Abandon MH SA-16-024	LS	1	$500.00	$500.00	$4,300.00	$4,300.00	$1,500.00	$1,500.00	$1,275.00	$1,275.00	$2,800.00	$2,800.00
	28	COS	Base Aggregate Dense 3/4-Inch	Tons	425	$19.20	$8,160.00	$23.00	$9,775.00	$23.00	$9,775.00	$25.00	$10,625.00	$24.15	$10,263.75
	29	COS	Base Aggregate Dense 1 1/4-Inch	Tons	8500	$16.60	$141,100.00	$13.75	$116,875.00	$13.75	$116,875.00	$22.50	$191,250.00	$14.45	$122,825.00
	30	COS	Geo-Grid Type SR	SY	2500	$1.50	$3,750.00	$2.50	$6,250.00	$2.50	$6,250.00	$2.07	$5,175.00	$2.63	$6,575.00
	31	COS	Asphaltic Surface	Tons	300	$142.50	$42,750.00	$136.35	$40,905.00	$135.00	$40,500.00	$135.00	$40,500.00	$142.00	$42,600.00
	32	COS	Concrete Alley 7-Inch	SY	45	$71.20	$3,204.00	$67.45	$3,035.25	$67.45	$3,035.25	$64.47	$2,901.15	$71.00	$3,195.00
	33	COS	Concrete Pavement, 8-Inch	SY	9470	$52.20	$494,334.00	$49.43	$468,102.10	$49.43	$468,102.10	$50.52	$478,424.40	$52.00	$492,440.00
	34	COS	Concrete Paving Gaps	Each	10	$105.60	$1,056.00	$100.00	$1,000.00	$100.00	$1,000.00	$1,222.00	$12,220.00	$105.00	$1,050.00
	35	COS	Concrete Sidewalk 4-Inch	SF	15400	$6.20	$95,480.00	$5.85	$90,090.00	$5.85	$90,090.00	$5.75	$88,550.00	$6.15	$94,710.00
	36	COS	Concrete Driveway 6-Inch	SY	545	$65.90	$35,915.50	$62.45	$34,035.25	$62.45	$34,035.25	$62.00	$33,790.00	$65.50	$35,697.50
	37	COS	Concrete Curb and Gutter 30-Inch	LF	4525	$19.50	$88,237.50	$18.50	$83,712.50	$18.50	$83,712.50	$19.67	$89,006.75	$19.50	$88,237.50
	38	COS	Pedestrian Curb	LF	100	$42.20	$4,220.00	$40.00	$4,000.00	$40.00	$4,000.00	$46.00	$4,600.00	$42.00	$4,200.00
	39	COS	Detectable Warning Fields	SF	92	$33.80	$3,109.60	$32.00	$2,944.00	$32.00	$2,944.00	$34.50	$3,174.00	$33.60	$3,091.20
	40	COS	Detectable Warning Fields Radial	SF	347	$58.10	$20,160.70	$55.00	$19,085.00	$55.00	$19,085.00	$48.00	$16,656.00	$57.25	$19,865.75
	41	COS	8-Inch PVC Storm Sewer	LF	25	$73.00	$1,825.00	$89.00	$2,225.00	$135.00	$3,375.00	$88.00	$2,200.00	$105.00	$2,625.00
	42	COS	12-Inch PVC Storm Sewer	LF	958	$95.00	$91,010.00	$103.00	$98,674.00	$100.00	$95,800.00	$115.00	$110,170.00	$122.00	$116,876.00
	43	COS	18-inch PVC Storm Sewer	LF	20	$230.00	$4,600.00	$163.00	$3,260.00	$275.00	$5,500.00	$137.00	$2,740.00	$155.00	$3,100.00
	44	COS	24-Inch PVC Storm Sewer	LF	40	$272.00	$10,880.00	$269.00	$10,760.00	$275.00	$11,000.00	$190.00	$7,600.00	$200.00	$8,000.00
	45	COS	8-Inch PVC Sanitary Sewer	LF	10	$758.00	$7,580.00	$430.00	$4,300.00	$530.00	$5,300.00	$495.00	$4,950.00	$430.00	$4,300.00
	46	COS	24-Inch PVC Sanitary Sewer	LF	18	$1,056.00	$19,008.00	$655.00	$11,790.00	$485.00	$8,730.00	$250.00	$4,500.00	$700.00	$12,600.00
	47	COS	Removing Pavement Markings	LF	295	$1.50	$442.50	$1.00	$295.00	$1.00	$295.00	$1.00	$295.00	$350.00	$103,250.00
	48	COS	Pavement Marking 4-Inch	LF	8470	$1.00	$8,470.00	$0.95	$8,046.50	$0.95	$8,046.50	$0.95	$8,046.50	$1.00	$8,470.00
	49	COS	Pavement Marking Crosswalk 6-Inch	LF	710	$9.00	$6,390.00	$8.50	$6,035.00	$8.50	$6,035.00	$8.50	$6,035.00	$8.95	$6,354.50
	50	COS	Pavement Marking Stop Line 12-Inch	LF	125	$12.10	$1,512.50	$11.45	$1,431.25	$11.45	$1,431.25	$11.45	$1,431.25	$12.00	$1,500.00
	51	COS	Pavement Marking Bike Symbol	Each	7	$280.00	$1,960.00	$265.00	$1,855.00	$265.00	$1,855.00	$265.00	$1,855.00	$280.00	$1,960.00
	52	COS	Pavement Marking Bike Arrow	Each	7	$222.00	$1,554.00	$210.00	$1,470.00	$210.00	$1,470.00	$210.00	$1,470.00	$220.00	$1,540.00
	53	COS	Pavement Marking Sharrow	Each	9	$406.00	$3,654.00	$385.00	$3,465.00	$385.00	$3,465.00	$385.00	$3,465.00	$405.00	$3,645.00
	54	COS	Pavement Marking Words	Each	1	$335.00	$335.00	$315.00	$315.00	$315.00	$315.00	$315.00	$315.00	$330.00	$330.00
	55	COS	Pavement Marking Arrows Type 2	Each	2	$312.00	$624.00	$295.00	$590.00	$295.00	$590.00	$295.00	$590.00	$310.00	$620.00
	56	COS	Pavement Marking 12-Inch Diagonal	LF	70	$12.10	$847.00	$11.45	$801.50	$11.45	$801.50	$11.45	$801.50	$12.00	$840.00

2477- 23 Indiana Avenue Reconstruction South 24th Street to South 17th Street (#8389476)
Owner: Sheboygan WI, City of
Solicitor: Sheboygan WI, City of
02/23/2023 10:00 AM CST

							Buteyn-Peterson Construction									
						Dorner Inc.		Vinton Construction Company		Company		LaLonde Contractors, Inc.		Jossart Brothers, Inc.	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price2	Extension3	Unit Price4	Extension5	Unit Price6	Extension7	Unit Price8	Extension9
	57	COS	Pavement Marking 8-Inch Channelizing	LF	112	$1.60	$179.20	$1.55	$173.60	$1.55	$173.60	$1.55	$173.60	$1.65	$184.80
	58	COS	Signs	SF	323.6	$25.00	$8,090.00	$19.65	$6,358.74	$30.00	$9,708.00	$19.65	$6,358.74	$31.50	$10,193.40
	59	COS	Sign Posts Tubular Steel	Each	24	$200.00	$4,800.00	$152.00	$3,648.00	$250.00	$6,000.00	$152.00	$3,648.00	$265.00	$6,360.00
	60	COS	Pull Boxes	Each	1	$1,850.00	$1,850.00	$1,750.00	$1,750.00	$1,750.00	$1,750.00	$1,858.00	$1,858.00	$1,850.00	$1,850.00
	61	COS	Concrete Base Type A	Each	19	$1,110.00	$21,090.00	$1,050.00	$19,950.00	$1,050.00	$19,950.00	$1,658.00	$31,502.00	$1,100.00	$20,900.00
	62	COS	Concrete Base Type B	Each	12	$1,215.00	$14,580.00	$1,150.00	$13,800.00	$1,150.00	$13,800.00	$1,658.00	$19,896.00	$1,200.00	$14,400.00
	63	COS	Electric Service Meter Breaker Pedestal	Each	1	$1,850.00	$1,850.00	$1,750.00	$1,750.00	$1,750.00	$1,750.00	$1,950.00	$1,950.00	$1,850.00	$1,850.00
	64	COS	Lighting Control Cabinet and Base	Each	1	$10,300.00	$10,300.00	$9,750.00	$9,750.00	$9,750.00	$9,750.00	$15,000.00	$15,000.00	$10,250.00	$10,250.00
	65	COS	Lighting Assembly 14-Foot Pole	Each	19	$2,585.00	$49,115.00	$2,450.00	$46,550.00	$2,450.00	$46,550.00	$2,950.00	$56,050.00	$2,575.00	$48,925.00
	66	COS	Lighting Assembly 30-Foot Pole	Each	12	$4,100.00	$49,200.00	$3,875.00	$46,500.00	$3,875.00	$46,500.00	$4,400.00	$52,800.00	$4,075.00	$48,900.00
	67	COS	Conduit, 2-Inch	LF	3850	$8.40	$32,340.00	$8.00	$30,800.00	$8.00	$30,800.00	$8.50	$32,725.00	$8.40	$32,340.00
	68	COS	Wiring 4 AWG	LF	12540	$2.20	$27,588.00	$2.10	$26,334.00	$2.10	$26,334.00	$2.95	$36,993.00	$2.20	$27,588.00
	69	COS	Inlet Protection	Each	60	$105.00	$6,300.00	$69.00	$4,140.00	$75.00	$4,500.00	$69.00	$4,140.00	$80.00	$4,800.00
	70	COS	Rock Bags	Each	30	$15.00	$450.00	$15.00	$450.00	$1.00	$30.00	$15.00	$450.00	$1.05	$31.50
	71	COS	Silt Fence	LF	1300	$2.30	$2,990.00	$2.00	$2,600.00	$2.50	$3,250.00	$2.00	$2,600.00	$2.63	$3,419.00
	72	COS	Topsoil	SY	3000	$8.10	$24,300.00	$8.00	$24,000.00	$8.00	$24,000.00	$8.55	$25,650.00	$8.40	$25,200.00
	73	COS	Hydro-Seed	SY	3000	$1.35	$4,050.00	$0.80	$2,400.00	$1.50	$4,500.00	$0.80	$2,400.00	$1.60	$4,800.00
	74	COS	Sawing Asphalt	LF	190	$3.00	$570.00	$3.00	$570.00	$2.00	$380.00	$1.75	$332.50	$2.00	$380.00
	75	COS	Sawing Concrete	LF	800	$3.50	$2,800.00	$3.00	$2,400.00	$3.00	$2,400.00	$2.35	$1,880.00	$3.00	$2,400.00
	76	COS	Allowance for Contaminated Soil Disposal	LS	1	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00
	77	COS	Allowance - Video Conversion	LS	1	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
COS Total							$1,903,158.00		$1,894,649.16		$1,901,184.95		$2,065,990.29		$2,156,680.45
SWU															
	78	SWU	Mobilization (SWU Items)	LS	1	$4,500.00	$4,500.00	$20,000.00	$20,000.00	$4,000.00	$4,000.00	$5,500.00	$5,500.00	$5,000.00	$5,000.00
	79	SWU	Construction Staking (SWU Items)	LS	1	$2,300.00	$2,300.00	$2,138.43	$2,138.43	$2,500.00	$2,500.00	$3,153.60	$3,153.60	$2,500.00	$2,500.00
	80	SWU	12-in PVC Water Main, Furnish & Install	LF	1340	$170.00	$227,800.00	$170.00	$227,800.00	$180.00	$241,200.00	$155.00	$207,700.00	$162.00	$217,080.00
	81	SWU	12-in DIP Water Main, with Nitrile Gaskets, Furnish & Install	LF	660	$220.00	$145,200.00	$180.00	$118,800.00	$203.00	$133,980.00	$189.00	$124,740.00	$182.00	$120,120.00
	82	SWU	8-in PVC Water Main, Furnish & Install	LF	320	$140.00	$44,800.00	$155.00	$49,600.00	$160.00	$51,200.00	$115.00	$36,800.00	$132.00	$42,240.00
	83	SWU	6-in PVC Water Main, Furnish & Install	LF	58	$180.00	$10,440.00	$144.00	$8,352.00	$440.00	$25,520.00	$155.00	$8,990.00	$130.00	$7,540.00
	84	SWU	6-in DI water main & hydrant lead, furnish & install	LF	120	$158.00	$18,960.00	$127.00	$15,240.00	$170.00	$20,400.00	$105.00	$12,600.00	$150.00	$18,000.00
	85	SWU	12-in Valve and Box, Furnish & Install	EA	9	$5,100.00	$45,900.00	$5,099.00	$45,891.00	$5,500.00	$49,500.00	$5,200.00	$46,800.00	$5,300.00	$47,700.00
	86	SWU	8-in Valve and Box, Furnish & Install	EA	4	$2,910.00	$11,640.00	$2,730.00	$10,920.00	$3,200.00	$12,800.00	$3,085.00	$12,340.00	$3,000.00	$12,000.00
	87	SWU	6-in Valve and Box, Furnish & Install	EA	6	$2,075.00	$12,450.00	$2,027.00	$12,162.00	$2,350.00	$14,100.00	$2,275.00	$13,650.00	$2,150.00	$12,900.00
	88	SWU	Fire Hydrant, Furnish & Install	EA	6	$6,300.00	$37,800.00	$6,348.00	$38,088.00	$6,705.00	$40,230.00	$6,250.00	$37,500.00	$5,800.00	$34,800.00
	89	SWU	1-1/2-in Stone Foundation, Delivered and Placed	CY	300	$0.01	$3.00	$36.50	$10,950.00	$40.00	$12,000.00	$25.00	$7,500.00	$30.00	$9,000.00
	90	SWU	Temporary Water Supply	LS	1	$2,500.00	$2,500.00	$18,770.00	$18,770.00	$9,750.00	$9,750.00	$10,500.00	$10,500.00	$6,000.00	$6,000.00
	91	SWU	Manual Air Relief Assembly, Furnish & Install	EA	1	$1,615.00	$1,615.00	$2,328.00	$2,328.00	$2,500.00	$2,500.00	$2,800.00	$2,800.00	$2,300.00	$2,300.00
	92	SWU	Long Water 1-in Service Replacement, Main to Curb Stop, Furnish & Install	LS	8	$3,000.00	$24,000.00	$3,800.00	$30,400.00	$2,950.00	$23,600.00	$3,500.00	$28,000.00	$4,650.00	$37,200.00
	93	SWU	Short Water 1-in Service Replacement, Main to Curb Stop, Furnish & Install	LS	5	$1,275.00	$6,375.00	$2,800.00	$14,000.00	$1,950.00	$9,750.00	$2,688.00	$13,440.00	$3,250.00	$16,250.00
	94	SWU	1-in Water Service Replacement, Curb Stop to Meter Setting, Furnish & Install	LS	14	$3,115.00	$43,610.00	$2,800.00	$39,200.00	$2,800.00	$39,200.00	$3,892.00	$54,488.00	$3,675.00	$51,450.00
	95	SWU	Copper Reconnect	EA	15	$715.00	$10,725.00	$2,725.00	$40,875.00	$3,665.00	$54,975.00	$2,200.00	$33,000.00	$800.00	$12,000.00
	96	SWU	Meter Setting Rebuild	EA	15	$525.00	$7,875.00	$800.00	$12,000.00	$800.00	$12,000.00	$858.00	$12,870.00	$800.00	$12,000.00
	97	SWU	Electrical Grounding	EA	28	$525.00	$14,700.00	$275.00	$7,700.00	$400.00	$11,200.00	$606.00	$16,968.00	$525.00	$14,700.00
	98	SWU	8-in DIP Water Main, with Nitrile Gaskets, Furnish and Install	LF	80	$155.00	$12,400.00	$175.00	$14,000.00	$165.00	$13,200.00	$143.00	$11,440.00	$175.00	$14,000.00
	99	SWU	6-in DIP Water Main, with Nitrile Gaskets, Furnish and Install	LF	12	$240.00	$2,880.00	$161.00	$1,932.00	$505.00	$6,060.00	$245.00	$2,940.00	$250.00	$3,000.00
SWU Total							$688,473.00		$741,146.43		$789,665.00		$703,719.60		$697,780.00
Grand Total:							**$2,591,631.00**		**$2,635,795.59**		**$2,690,849.95**		**$2,769,709.89**		**$2,854,460.45**

PROJECT MANUAL

BID NUMBER:
2477-23

Indiana Avenue Reconstruction
South 24th Street to South 17th Street

February 2023

CITY OF SHEBOYGAN
PUBLIC WORKS
Engineering Division
2026 New Jersey Ave
Sheboygan, WI 53081

CITY OF SHEBOYGAN PUBLIC WORKS	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Table of Contents		
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South 24th Street to South 17th Street

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ADVERTISEMENT FOR BIDS

Indiana Avenue Reconstruction
South 24th Street to South 17th Street

Bid No. 2477-23

Owner and Work: The City of Sheboygan and the Sheboygan Water Utility hereby gives notice that sealed public bids will be received for Indiana Avenue Reconstruction, South 24th Street to South 17th Street. The majority work of this contract is generally described as follows:

- 13,400 SY of Concrete Pavement Removal,
- 9,800 CY of Excavation Common,
- 4,500 Tons of Base Aggregate,
- 9,500 SY of Concrete Pavement
- 4,500 LF of Curb and Gutter,
- 300 Tons of Asphaltic Surface,
- 15,400 SF of Concrete Sidewalk,
- 25 Precast Inlets,
- 3 Precast Manholes,
- 1,020 LF of Storm Sewer (8-inch to 24-inch),
- 2170 LF of primarily 12" water main and appurtenances,
- 14 EA water services from water main to meter setting,
- 28 EA electrical grounding installations,
- 31 EA Street and Path Lights,
- 3,800 LF of Conduit,
- 22,800 LF of Electrical Wire.

Time and Place of Bid Opening: Bids will be received until 10:00 AM Local Time on Thursday, February 23, 2023. Bids will be received using the QuestCDN vBid website. No Paper bids will be accepted. Prospective bidders must be on the plan holders list through QuestCDN for bids to be accepted. To access the bid form, download the project documents and select the online bidding button on the online advertisement. As soon as practical, after said closing time, all bids will be opened online and a summary of the bids will be available. A public opening will be held at the Municipal Services Building located at 2026 New Jersey Avenue, Sheboygan, WI.

Bidding Documents: Complete digital project bidding documents are available at www.questcdn.com. You may download the digital plan documents for a non-refundable fee of $42 from the QuestCDN Website.

Quest eBidDoc Number for this project is: 8389476

QuestCDN: Please contact QuestCDN.com at 952-233-1632 or info@questcdninfo.com for assistance in free membership registration, downloading, bidding and working with this digital project information.

Pre-Bid Qualification: All bidders shall be required to file or have on file a valid Bidder's Proof of Responsibility form with the Engineering Division, City of Sheboygan, not less than five (5) days prior to the time of opening of these bids. Only bidders who have demonstrated their qualifications to perform the work will be permitted to bid. Forms are included in the proposed contract documents.

Subcontractors: The apparent Successful Bidder, and any other Bidder so requested, shall within ten (10) days after Bid opening, submit to the City a Bidder's Proof of Responsibility Affidavit and Non-Collusion Affidavit from each Subcontractor. Forms are included in the proposed contract documents.

Bid Security: A satisfactory Bid Bond, payable to the City of Sheboygan, WI, in an amount not less than five (5%) percent of the bid.

Legal Provisions: This contract letting shall be subject to the provisions of Section 62.15, 66.0901, and 779.15 of the Wisconsin Statutes.

Ryan J. Sazama, P.E., A.I.A.
City Engineer

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ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions.

1.02 QuestCDN has the following meaning:

A. The term "QuestCDN" is used to describe the Quest Construction Data Network website or the Quest vBid online bidding website, available at http://www.questcdn.com//.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the bid advertisement.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 Prospective Bidders are required to furnish or have on file a valid Bidder's Proof of Responsibility form (Form 00 45 13) with the City of Sheboygan Engineering Division not less than five (5) days prior to the time of opening of these bids. Forms for filing of such Proof of Responsibility are attached to the contract documents for the use of all interested bidders.

3.02 Said form shall fully develop the bidder's financial ability, adequacy of plant, equipment and organization, prior experience or competency to perform the work contemplated and other pertinent and material facts.

3.03 The City reserves the right to require separate Statements for bidding on each public contract. In no event shall this Statement of Bidder's Qualifications be used to qualify bidders for public contracts after one (1) year from Statement's date.

3.04 The City reserves the right to consider as unqualified any bidder that does not habitually perform, with his own forces, the major portions of the work under this contract and/or has performed unacceptable or substandard work for the City under previous City contracts.

3.05 A Bidder's failure to submit required qualification information within the times indicated will disqualify Bidder from bidding on the Contract.

3.06 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

3.07 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 Site and Other Areas

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 Existing Site Conditions

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:

a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.

b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.

d. Technical Data contained in such reports and drawings.

2. Engineer will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

B. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 Site Visit and Testing by Bidders

A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.

B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.

D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 Other Work at the Site

A. Reference is made to Specification Section 01 11 00 –Summary of work in the Project Bidding Documents for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;

B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;

D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;

E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;

F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;

I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and

J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

6.01 A pre-bid conference will not be conducted for this Project.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than three days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.

8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the

Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 91 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

9.01 The number of days within which, or the dates by which, Milestones, if identified are to be achieved and the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.

11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

12.03 Bidder shall submit with the bid a list of proposed subcontractors in accordance with Wisconsin Statute Section 66.0901(7). The list may not be added to nor altered without the written consent of the City.

12.04 The apparent Successful Bidder, and any other Bidder so requested, shall within ten days after Bid opening, submit to the City a Bidder's Proof of Responsibility and Non-Collusion Affidavit (Document 00 45 20) from each Subcontractor.

If City, after due investigation, has reasonable objection to any proposed Subcontractor, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

12.05 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor so listed and against which City makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF BID

13.01 The Electronic Bid Worksheet is available from QuestCDN. To access the electronic bid worksheet, download the project documents, then select online bidding on QuestCDN. A summary of the items and units is included in the documents for reference. The official bid worksheet is only available on QuestCDN

13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.

13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership's address for receiving notices shall be shown.

13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown.

13.05 A Bid by an individual shall show the Bidder's name and address for receiving notices.

13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture's address for receiving notices shall be shown.

13.07 All names shall be printed in ink below the signatures.

13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Bid Form.

13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

ARTICLE 14 – BASIS OF BID

14.01 Unit Price

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Worksheet under the required section.

If Alternates are present, include a separate unit price for each Alternate provided on the Bid Form. The price for the Alternates will be the amount added to or deleted from the Base Bid if the Owner selects the Alternate. In the evaluation of Bids, Owner may select any combination of Alternates or Owner may choose not to accept any Alternate Bids.

B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Worksheet) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions and as modified in the Supplementary Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.02 Allowances

A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 15 – SUBMITTAL OF BID

15.01 A Bid shall be received no later than the date and time prescribed in the advertisement or invitation to bid and shall be submitted using QuestCDN as prescribed in the advertisement or invitation to bid.

15.02 Only Bidders qualified in accordance with Article 3 will be allowed to access the Quest Bid Worksheet. Engineer will grant access to online Quest Bid Worksheet on QuestCDN. If bidder is qualified in accordance with Article 3 and needs access to Bid Worksheet, bidder shall contact Engineer.

15.03 Bid Security and other required documents shall be submitted using QuestCDN.

15.04 Paper bids or Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

16.01 Bids may be modified and revised using QuestCDN until the such time the bids are opened as indicated in the advertisement or invitation to bid

16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid,

and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the bids have been reviewed.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid. Only after authorization for such award is made by the City of Sheboygan Common Council, to whom all proposals will be referred for consideration, will the contract be awarded.

19.03 Evaluation of Bids

A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Worksheet or prior to the Notice of Award.

B. Bids will be evaluated and the low Bidder determined pursuant to Article 19:

1. If no Alternate is present, bids will be compared on the basis of the "Base Bid" and this amount will be the basis for determining the lowest Bidder.

2. If an Alternate is present, bids will be compared on the basis of the "Adjusted Base Bid" and this amount will be the basis for determining the lowest Bidder. The sum of the Total Base Bid and any combination of Alternates accepted by the Owner will determine the "Adjusted Base Bid."

19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20 – BONDS AND INSURANCE

20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 1 – THE PROJECT

1.01 The Project, of which the Work under the Bid is a part, is generally described as follows: Indiana Avenue Reconstruction South 24th Street to South 17th Street, for the City of Sheboygan, Wisconsin, City Bid Number: 2477-23.

ARTICLE 2 – BID RECIPIENT

2.01 This Bid is submitted to:

City of Sheboygan
2026 New Jersey Ave
Sheboygan, WI 53081

2.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 3 – BIDDER'S ACKNOWLEDGEMENTS

3.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 4 – BIDDER'S REPRESENTATIONS

4.01 *In submitting this Bid, Bidder represents that:*

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum, Date
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2)

reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 5 – BIDDER'S CERTIFICATION

5.01 *Bidder certifies that:*

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder is fully informed respecting the preparation and contents of the attached Bid and all of the pertinent circumstances respecting such Bid

C. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

D. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

E. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 5.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at

artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

F. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

ARTICLE 6 – BASIS OF BID

6.01 Bidder will complete the Work in accordance with the Contract Documents for the price submitted on the QuestCDN website.

6.02 Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 7 – TIME OF COMPLETION

7.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates indicated in the Agreement.

7.02 Bidder accepts the provisions of the Agreement and paragraph 19.01 of the Supplementary Conditions as to liquidated damages.

ARTICLE 8 – ATTACHMENTS TO THIS BID

8.01 The following documents are submitted using QuestCDN and made a condition of this Bid:

A. QuestCDN Bid Unit Price Worksheet as submitted on QuestCDN.

B. Required Bid security;

C. List of Subcontractors (Document 00 45 50).

ARTICLE 9 – DEFINED TERMS

9.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 10 – BIDDER'S PROOF OF RESPONSIBILY AFFIDAVIT

10.01 *Bidder certifies that*:

A. The bidder maintains a permanent place of business.

B. The bidder is authorized to do business in the State of Wisconsin.

C. The bidder possesses all valid, effective licenses, registrations, or certificates required for the bidder or its employees by federal, state, county or local law, necessary for the type of work it seeks to perform, including, but not limited to, licenses, registrations or certifications for any type of trade work or specialty work.

D. For projects funded in whole or in part by federal or state funding, that the bidder, or any agent, partner, employee or officer of the bidder, is not debarred, suspended, proposed for debarment or declared ineligible from contracting with any unit of federal, state or local government.

E. The bidder complies with 42 U.S.C. § 2000e and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provision).

F. The bidder has general liability, workers' compensation and automobile insurance at levels sufficient to protect the city given the size of the project.

G. The bidder has complied with 40 U.S.C §§ 3141-3148 (Federal Davis-Bacon related Acts), and all rules and regulation therein, for projects undertaken by the contactor that are covered by these laws, for the past five (5) years.

H. For projects funded in whole or in part by federal or state funding, and where the contract amount exceeds $100,000, the bidder participates in a Registered Apprenticeship Program.

I. For projects funded in whole or in part by federal or state funding, that the Bidder has a written substance abuse prevention program meeting the requirements of Wis. Stat § 103.503.

J. The employees who will perform work on the project are properly classified as employees or independent contractors under all applicable state and federal laws.

K. The bidder has not been the subject of any investigation, order or judgment from any state or federal agency or court concerning an employment practice, including but not limited to, classification of employees, unemployment insurance, wage and hour laws, discrimination. If the bidder has been the subject of any investigation, order or judgment from any state or federal agency or court concerning an employment practice, the contactor must provide copies of the investigation, order or judgment.

L. Within the last five (5) years, the bidder has not been found by a final decision of a court or government agency in violation of any other law relating to its contracting business, including but not limited to environmental laws, bid-rigging or price fixing, antitrust or tax laws, where the penalty for such violation resulted in the imposition of fine, back pay damages or any other type of penalty in the amount of more than $10,000.

M. The bidder's employees who will perform work on the project are:

1. Covered under a current workers' compensation policy; and

2. Properly classified under such policy.

N. The bidder complies with all laws regarding health insurance coverage for employees.

O. The bidder has adequate financial resources to complete the public contract, as well as all other work the bidder is presently under contract to complete.

P. The bidder is bondable for the terms of the proposed public works contract.

Q. If required in the Director's discretion, the bidder has a record, viewable by the City upon request, of satisfactorily completing at least five projects of similar size and complexity within the last five years. Criteria that will be considered in determining satisfactory completion of projects may include, but is not limited to:

1. Completion of contracts in accordance with drawing and specifications;
2. Diligent execution of the work and completed contracts according to the established time schedules unless extensions are granted by the owner; and
3. Fulfilled guarantee requirements of the contract documents.

R. The bidder has, and diligently maintains, a written safety program.

S. The bidder has not received a serious, willful or repeated violation from OSHA in the last ten (10) years.

T. The bidder has not defaulted on any project in the past three (3) years.

ARTICLE 11 – SUBCONTRACTORS

11.01 Bidder agrees that Successful Bidder, and any other Bidder so requested, shall within ten (10) days after Bid opening, submit to the City a Proof of Responsibility Affidavit and Non-Collusion Affidavit from each Subcontractor (Document 00 45 20).

(Continued on Next Page)

ARTICLE 12 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

_____

By:
[Signature] _____

[Printed name] _____
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

_____

_____

_____

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

_____

CITY OF SHEBOYGAN PUBLIC WORKS	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Unit Price Worksheet		
		Section:	00 41 44		
		Bid Number:	2477-23	Page:	1 of 1

PART 1 – GENERAL

1.01 SUMMARY

A. The bid worksheet on the following page(s) is representative of the official bid worksheet located on the QuestCDN website.

B. The bid worksheet located on the QuestCDN website takes precedence over the bid worksheet in this section.

PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

Section Title	Line Item	Item Code	Item Description	UofM	Total	Unit Price	Extension
COS	Required				Quantity		
	1	COS	Mobilization (COS Items)	LS	1		
	2	COS	Traffic Control	LS	1		
	3	COS	Traffic Control - Detour Signing	LS	1		
	4	COS	Traffic Control - PCMS	Days	35		
	5	COS	Construction Staking (COS Items)	LS	1		
	6	COS	Excavation Common	CY	9792		
	7	COS	Excavation Below Subgrade	CY	500		
	8	COS	Removing Concrete Sidewalk	SY	1825		
	9	COS	Removing Pavement	SY	13300		
	10	COS	Removing Inlet Leads (8-Inch)	LF	127		
	11	COS	Abandoning Inlet Leads (8-Inch)	LF	204		
	12	COS	Removing Storm Manholes	Each	1		
	13	COS	Removing Sanitary Manholes	Each	1		
	14	COS	Removing Inlets	Each	21		
	15	COS	Adjusting Inlets Type N-2	Each	3		
	16	COS	Inlets Type N1	Each	25		
	17	COS	Inlet Castings	Each	30		
	18	COS	Adjusting Storm Manhole Major	Each	5		
	19	COS	Adjusting Storm Manhole Minor	Each	3		
	20	COS	Storm Manhole 4-FT Diameter	Each	3		
	21	COS	Storm Manhole Casting	Each	11		
	22	COS	Adjusting Sanitary Manhole Major	Each	3		
	23	COS	Adjusting Sanitary Manhole Minor	Each	8		
	24	COS	Sanitary Manhole 4-ft Diameter	Each	1		
	25	COS	Sanitary Manhole Castings	Each	12		
	26	COS	Replace Wye Lateral Connection	Each	1		
	27	COS	Seal 10-Inch Sanitary Pipe	Each	1		
	28	COS	Base Aggregate Dense 3/4-Inch	Tons	425		
	29	COS	Base Aggregate Dense 1 1/4-Inch	Tons	8500		
	30	COS	Geo-Grid Type SR	SY	2500		
	31	COS	Asphaltic Surface	Tons	300		
	32	COS	Concrete Alley 7-Inch	SY	45		
	33	COS	Concrete Pavement, 8-Inch	SY	9470		
	34	COS	Concrete Paving Gaps	Each	10		
	35	COS	Concrete Sidewalk 4-Inch	SF	15400		
	36	COS	Concrete Driveway 6-Inch	SY	545		
	37	COS	Concrete Curb and Gutter 30-Inch	LF	4525		
	38	COS	Pedestrian Curb	LF	100		
	39	COS	Detectable Warning Fields	SF	92		
	40	COS	Detectable Warning Fields Radial	SF	347		
	41	COS	8-Inch PVC Storm Sewer	LF	25		
	42	COS	12-Inch PVC Storm Sewer	LF	958		
	43	COS	18-inch PVC Storm Sewer	LF	20		
	44	COS	24-Inch PVC Storm Sewer	LF	40		
	45	COS	8-Inch PVC Sanitary Sewer	LF	10		
	46	COS	24-Inch PVC Sanitary Sewer	LF	10		
	47	COS	Removing Pavement Markings	LF	295		
	48	COS	Pavement Marking 4-Inch	LF	8470		
	49	COS	Pavement Marking Crosswalk 6-Inch	LF	710		
	50	COS	Pavement Marking Stop Line 12-Inch	LF	125		
	51	COS	Pavement Marking Bike Symbol	Each	7		
	52	COS	Pavement Marking Bike Arrow	Each	7		
	53	COS	Pavement Marking Sharrow	Each	9		
	54	COS	Pavement Marking Words	Each	1		
	55	COS	Pavement Marking Arrows Type 2	Each	2		
	56	COS	Pavement Marking 12-Inch Diagonal	LF	70		

		57 COS	Pavement Marking 8-Inch Channelizing	LF	112	
		58 COS	Signs	SF	323.6	
		59 COS	Sign Posts Tubular Steel	Each	24	
		60 COS	Pull Boxes	Each	1	
		61 COS	Concrete Base Type A	Each	19	
		62 COS	Concrete Base Type B	Each	12	
		63 COS	Electric Service Meter Breaker Pedestal	Each	1	
		64 COS	Lighting Control Cabinet and Base	Each	1	
		65 COS	Lighting Assembly 14-Foot Pole	Each	19	
		66 COS	Lighting Assembly 30-Foot Pole	Each	12	
		67 COS	Conduit, 2-Inch	LF	3850	
		68 COS	Wiring 4 AWG	LF	12540	
		69 COS	Inlet Protection	Each	60	
		70 COS	Rock Bags	Each	30	
		71 COS	Silt Fence	LF	1300	
		72 COS	Topsoil	SY	3000	
		73 COS	Hydro-Seed	SY	3000	
		74 COS	Sawing Asphalt	LF	190	
		75 COS	Sawing Concrete	LF	800	
	Fixed					
		76 COS	Allowance for Contaminated Soil Disposal	LS	1	30,000
		77 COS	Allowance - Video Conversion	LS	1	10,000
SWU	Required					
		78 SWU	Mobilization (SWU Items)	LS	1	
		79 SWU	Construction Staking (SWU Items)	LS	1	
		80 SWU	12" PVC Water Main, Furnish & Install	LF	1775	
		81 SWU	12-in DIP Water Main, Furnish & Install	LF	225	
		82 SWU	8-in PVC Water Main, Furnish & Install	LF	400	
		83 SWU	6-in PVC Water Main, Furnish & Install	LF	70	
		84 SWU	6-in DI water main & hydrant lead, furnish &	LF	120	
		85 SWU	12-in Valve and Box, Furnish & Install	EA	9	
		86 SWU	8-in Valve and Box, Furnish & Install	EA	4	
		87 SWU	6-in Valve and Box, Furnish & Install	EA	6	
		88 SWU	Fire Hydrant, Furnish & Install	EA	6	
		89 SWU	1-1/2" Stone Foundation, Delivered and Plac	CY	300	
		90 SWU	Temporary Water Supply	LS	1	
		91 SWU	Manual Air Relief Assembly, Furnish & Install	EA	1	
		92 SWU	Long Water 1” Service Replacement, Main tc	LS	8	
		93 SWU	Short Water 1” Service Replacement, Main t	LS	5	
		94 SWU	1” Water Service Replacement, Curb Stop to	LS	14	
		95 SWU	Copper Reconnect	EA	15	
		96 SWU	Meter Setting Rebuild	EA	15	
		97 SWU	Electrical Grounding	EA	28	

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

SURETY *(Name, and Address of Principal Place of Business)*:

OWNER *(Name and Address)*:

BID

Bid Due Date:

Description *(Project Name— Include Location)*:

BOND

Bond Number:

Date:

Penal sum _____ $ _____

(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
_____ (Seal)	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
Title	Title

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

CITY OF SHEBOYGAN
PUBLIC WORKS

Bidder's Proof of Responsibility

This Proof of Responsibility is required pursuant to Section 66.0901 of the Wisconsin Statutes and Section 2-400 of the City of Sheboygan Municipal Code.

This form must be filed with the Engineering Division not less than five (5) days prior to the time set for opening of bids. Completed responses will be evaluated to determine whether the prospective bidder is qualified to submit a bid. The City reserves the right if it is not satisfied with the sufficiency of the completed response, to request additional information.

Prequalification shall be valid for one year from the approval date. The Director of Public Works may suspend or revoke prequalification status for good cause. Such decision shall be made in writing and the contractor shall be provided timely notice and an opportunity to be heard by the Director.

It shall be the obligation of the contractor to timely renew its prequalification and to report information regarding any material changes to its business or operations that are relevant to its prequalification application, including information that would affect its ability to make the certifications required by this ordinance. Any such information must be reported within fifteen (15) days of the contractor's knowledge of the information. Failure to report information may result in suspension or revocation of the contractor's prequalification, debarment from City contracts for a period of up to three years and other sanctions available under applicable law.

Prequalification Statement

1. Name of Bidder: _____
   ☐ Corporation ☐ Partnership ☐ Individual
2. Bidder's Address: _____
   City _____ State/Zip _____
   Telephone: _____ Fax: _____
   Email: _____
3. When Organized: _____ When Incorporated: _____
4. Are you authorized to do business in the State of Wisconsin? ☐ Yes ☐ No
5. How many years have you been engaged in the contracting business under the present firm name? _____
6. Contracts on hand. Attach a list of present contracts, including a schedule as to estimated completion date and gross amount of each contract.:
7. General character of work performed by your firm.

_____

_____

_____

(If additional space is required, file separate sheet with details.)

8. Major Equipment. Attach a list of major Equipment owned.

9. Completed Contracts. Attach a list of contracts which have been awarded to you in the last three years. The list shall include: Name, Owner, Amount, Engineer/Architect

10. Show Background and Experiences of the principal members of your personnel including the officers.

Name	Position Held or Office Held	Years of Construction Experience	Magnitude and Type of Work	Capacity

(If additional space is required, file separate sheet with details.)

11. Have you ever failed to complete any work awarded to you? ☐ Yes ☐ No
If yes, file separate sheet with details.

12. Have you ever defaulted on a contract? ☐ Yes ☐ No
If yes, file separate sheet with details.

13. Are any of the above-listed principal members debarred, suspended, proposed for debarment or declared ineligible from contracting with any unit of federal, state or local government? ☐ Yes ☐ No
If yes, file separate sheet with details.

14. Have you ever been the subject of any investigation, order or judgment from any state or federal agency or court concerning an employment practice? ☐ Yes ☐ No
If Yes, attach a copy of the investigation, order or judgment.

15. Within the last 5 years, have you been found by a court or government agency to be in violation of any law relating to your contracting business including, but not limited to environmental laws, bid-rigging or price-fixing, antitrust or tax laws, where the penalty for such violation resulted in a fine, damages or other penalty equal to or greater than $10,000? ☐ Yes ☐ No
If Yes, attach a copy of the final order.

16. Are you in compliance with 42 U.S.C. 2000e (Federal Equal Opportunity Employment)? ☐ Yes ☐ No

17. Are you in compliance with 40 U.S.C. §§ 3141-3148 (Federal Davis Bacon Act)? ☐ Yes ☐ No

18. Do you participate in a Registered Apprenticeship Program validated by the U.S. Dept. of Labor or the WI Dept. of Workforce Development? ☐ Yes ☐ No

19. Do you have a written substance abuse prevention program that meets the requirements of Wis. Stat. §103.503? ☐ Yes ☐ No

20. Do you have a written safety plan? ☐ Yes ☐ No

21. Have you received a serious, willful or repeated violation from OSHA in the last 10 years? ☐ Yes ☐ No

Contractor's Financial Statement

22. The latest completed financial statement prepared by a qualified or independent accountant or accounting firm listing the same requested information below may be attached if it contains the same information requested below.

Condition at Close of Business on _____

ASSETS

a.	Cash	$
b.	Accounts Receivable	$
c.	Real Estate Equity	$
d.	Materials in Stock	$
e.	Equipment, Book Value	$
f.	Furniture & Fixtures, Book Value	$
g.	Other Assets:	$
	TOTAL ASSETS:	$

LIABILITIES

h.	Accounts, Notes & Interest Payable	$
i.	Other Liabilities	$
	TOTAL LIABILITIES	$
	NET WORTH	$

23. Credit available. Furnish written evidence, preferably from banks.

24. Additional information may be submitted if desired., .

CITY OF SHEBOYGAN PUBLIC WORKS

Bidder's Proof of Responsibility

Affidavit

STATE OF _____)
) SS.
COUNTY OF _____)

_____ being duly sworn, deposes and says that he/she is the
(Print Officer/Owner Name)

_____ of _____
(Print Title) (Name of Firm)

and that the answers to the foregoing questions and all statements therein contained are true and correct, and that any owner, bonding company, or other agency, herein named is hereby authorized to supply the municipality, City of Kenosha, with any information deemed necessary to verify this statement.

_____ _____
(Signature of Officer/Owner) (Date)

Subscribed and sworn before me on this _____ day of _____ , _____
Day Month Year

_____
Notary Public

_____
Print Name

_____
County, State

My commission expires: _____

.

APPROVED BY:

_____ _____
Director of Public Works (or designee) Date

ARTICLE 1 – PROOF OF RESPONSIBILY AFFIDAVIT

1.01 *Subcontractor certifies that*:

A. The Subcontractor maintains a permanent place of business.

B. The Subcontractor is authorized to do business in the State of Wisconsin.

C. The Subcontractor possesses all valid, effective licenses, registrations, or certificates required for the Subcontractor or its employees by federal, state, county or local law, necessary for the type of work it seeks to perform, including, but not limited to, licenses, registrations or certifications for any type of trade work or specialty work.

D. For projects funded in whole or in part by federal or state funding, that the Subcontractor, or any agent, partner, employee or officer of the Subcontractor, is not debarred, suspended, proposed for debarment or declared ineligible from contracting with any unit of federal, state or local government.

E. The Subcontractor complies with 42 U.S.C. § 2000e and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provision).

F. The Subcontractor has general liability, workers' compensation and automobile insurance at levels sufficient to protect the city given the size of the project.

G. The Subcontractor has complied with 40 U.S.C §§ 3141-3148 (Federal Davis-Bacon related Acts), and all rules and regulation therein, for projects undertaken by the contactor that are covered by these laws, for the past five (5) years.

H. For projects funded in whole or in part by federal or state funding, and where the contract amount exceeds $100,000, the Subcontractor participates in a Registered Apprenticeship Program.

I. For projects funded in whole or in part by federal or state funding, that the Subcontractor has a written substance abuse prevention program meeting the requirements of Wis. Stat § 103.503.

J. The employees who will perform work on the project are properly classified as employees or independent Subcontractors under all applicable state and federal laws.

K. The Subcontractor has not been the subject of any investigation, order or judgment from any state or federal agency or court concerning an employment practice, including but not limited to, classification of employees, unemployment insurance, wage and hour laws, discrimination. If the Subcontractor has been the subject of any investigation, order or judgment from any state or federal agency or court concerning an employment practice, the contactor must provide copies of the investigation, order or judgment.

L. Within the last five (5) years, the Subcontractor has not been found by a final decision of a court or government agency in violation of any other law relating to its contracting business, including but not limited to environmental laws, bid-rigging or price fixing, antitrust or tax laws, where the penalty for such violation resulted in the imposition of fine, back pay damages or any other type of penalty in the amount of more than $10,000.

M. The Subcontractor's employees who will perform work on the project are:

1. Covered under a current workers' compensation policy; and
2. Properly classified under such policy.

N. The Subcontractor complies with all laws regarding health insurance coverage for employees.

O. The Subcontractor has adequate financial resources to complete the public contract, as well as all other work the Subcontractor is presently under contract to complete.

P. The Subcontractor is bondable for the terms of the proposed public works contract.

Q. If required in the Director's discretion, the Subcontractor has a record, viewable by the City upon request, of satisfactorily completing at least five projects of similar size and complexity within the last five years. Criteria that will be considered in determining satisfactory completion of projects may include, but is not limited to:

1. Completion of contracts in accordance with drawing and specifications;
2. Diligent execution of the work and completed contracts according to the established time schedules unless extensions are granted by the owner; and
3. Fulfilled guarantee requirements of the contract documents.

R. The Subcontractor has, and diligently maintains, a written safety program.

S. The Subcontractor has not received a serious, willful or repeated violation from OSHA in the last ten (10) years.

T. The Subcontractor has not defaulted on any project in the past three (3) years.

ARTICLE 2 – NON-COLLUSION AFFIDAVIT

A. Subcontractor is fully informed respecting the preparation and contents of the subcontractor's Proposal submitted by the subcontractor to the Contractor, listed above, for certain work in connection with the contract pertaining to the Project in City of Sheboygan, Wisconsin

B. Such subcontractor's Proposal is genuine and is not a collusive or sham proposal:

C. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham proposal in connection with such Contract or to refrain from submitting a proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Proposal or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the (Local Public Agency) or any person interested in the proposed Contract; and

D. The price or prices quoted in the subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

(Continued on Next Page)

Subcontractor: *[Indicate correct name of entity]*

_____

By:
[Signature] _____

[Printed name] _____
(If Subcontractor is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

PROJECT MANU					
CITY OF SHEBOYGAN PUBLIC WORKS	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	List of Subcontractors		
		Section:	00 45 50		
		Bid Number:	2477-23	Page:	1 of 1

Project Name: **Indiana Avenue Reconstruction, South 24th Street to South 17th Street**

List proposed subcontractors below. If no subcontractors are proposed check the box next to "No Subcontractors". This form is still required to be submitted if no Subcontractors are proposed. Add Additional sheets as may be necessary.

☐ No Subcontractors.

Name of Proposed Subcontractors			Class of Work
1	Name:		
	Address:		
2	Name:		
	Address:		
3	Name:		
	Address:		
4	Name:		
	Address:		
5	Name:		
	Address:		
6	Name:		
	Address:		
7	Name:		
	Address:		
8	Name:		
	Address:		

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Sheboygan ("Owner"), Sheboygan Water Utility ("Utility"), and _____ ("Contractor"). Owner, Utility, and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: municipal street and utility construction.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: ***Indiana Avenue Reconstruction, South 24th Street to South 17th Street***

2.02 Owner and Utility are responsible for payment of the items as identified herein:

A. Owner Items: Items Codes without SWU, as defined in contractor's bid

B. Utility Items: Items Codeswith SWU, as defined in contractor's bid

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by the City of Sheboygan and the Sheboygan Water Utility.

3.02 The Engineering Division, Department of Public Works, City of Sheboygan, Sheboygan, WI will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before October 20, 2023 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.

4.03 *Milestones*

A. None.

4.04 *Liquidated Damages*

A. Contractor and Owner, and Utility recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner and Utility will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner and Utility if the Work is not

completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4. Milestones: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each Milestone, until Milestone is achieved.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.05 *Special Damages*

C. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner and Utility (1) for any fines or penalties imposed on Owner or Utility as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner or Utility for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

D. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner and Utility for the actual costs reasonably incurred by Owner and Utility for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner and Utility shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) as stated in Contractor's Bid, attached hereto as an exhibit.

B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer and Utility as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner and Utility shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on the third Wednesday of the Month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner and Utility may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner, Utility and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner, Utility and Engineer, there will be no additional retainage; and

b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner and Utility shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner or Utility pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner and Utility shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

6.04 *Interest*

A. All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement.
2. Bonds:
   a. Performance bond (together with power of attorney).
   b. Payment bond (together with power of attorney).
3. Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
4. Drawings as listed in the table of contents of the drawings (copy of list attached and incorporated by reference).
5. Addenda (not attached but incorporated by reference)
   a. Number **{Number}** dated **{Date}**.
   b. Number **{Number}** dated **{Date}**.
   c. Number **{Number}** dated **{Date}**.
6. Exhibits to this Agreement (enumerated as follows):
   a. Contractor's Bid consisting of **{Total Pages}**.
7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
   a. Notice to Proceed,
   b. Work Change Directives,
   c. Change Orders,
   d. Field Order,
   e. Task Orders.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8 – ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner and Utility to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner,

(b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner or Utility, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

A. Owner and Utility stipulate that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

(Continued on next page)

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

City of Sheboygan

By: _____
(signature)

Name, Title: Ryan Sorenson, Mayor

Date: _____

Attest:

By: _____
(signature)

Name, Title: Meredith DeBruin, City Clerk

Date: _____

Signatures authorized pursuant to Res. ___-22-23.

Address for giving notices:
City of Sheboygan – Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081

Approved as to form and Execution:

By: _____
(signature)

Name, Title: Charles C. Adams, City Attorney

Date: _____

CONTRACTOR:

{Contractor}_____

By: _____
(signature)

Name, Title: _____
(printed)

Date: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Address for giving notices:

_____

_____

_____

Sheboygan Water Utility

By: _____
(signature)

Name, Title: _____
(printed)

Date: _____

Project Name: Click here to enter text.

Bid Number: Click here to enter text.

Contractor: Click here to enter text.

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [_____, 20__]. *[see Paragraph 4.01 of the General Conditions]*

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is _____, and the date of readiness for final payment is_____] and the number of days to achieve readiness for final payment is _____].

Before starting any Work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions]

By: _____
Engineer/Project Manager

Title: _____

Date: _____

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description *(name and location)*:

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	**SURETY**
_____ *(seal)*	_____ *(seal)*
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	**By:** _____
Signature	Signature *(attach power of attorney)*
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	**Attest:** _____
Signature	Signature
_____	_____
Title	Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

EJCDC® C-610, Performance Bond
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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

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10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

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EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:
Amount:
Description *(name and location)*:

BOND

Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

_____ *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ *(seal)*
Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond shall arise after the following:

   5.1 Claimants who do not have a direct contract with the Contractor,

      5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

      5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

   5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

   7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

   7.2 Pay or arrange for payment of any undisputed amounts.

   7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

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12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. **Definitions**

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default**: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

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CITY OF SHEBOYGAN
SUBMITTAL FORM
DOCUMENT 00 62 11

DATE: Click here to enter a date.

CITY BID NUMBER: Click here to enter text.

SUBMITTAL #: Click here to enter text.

PROJECT TITLE: Click here to enter text.

SUBMITTED BY: Click here to enter text.

CONTRACTOR: Click here to enter text.

SPECIFICATION SECTION OR DRAWING NUMBER:

Click here to enter text.

DESCRIPTION OF ITEMS INCLUDED IN SUBMITTAL:

Click here to enter text.

DOCUMENTS ATTACHED: ☐ Shop Drawings ☐ Product Data ☐ Test Results ☐ Other

COMMENTS:

Click here to enter text.

Contractor's Application for Payment No.

	Application Period:	Application Date:
To	From (Contractor):	Via (Engineer): N/A
Project:	City Bid Number:	Contractor's Project No.:

Application For Payment

Change Order Summary

Approved Change Orders

Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE..... $ _____

2. Net change by Change Orders..... $ _____

3. Current Contract Price (Line 1 ± 2)..... $ _____

4. TOTAL COMPLETED AND STORED TO DATE
(Column F total on Progress Estimates)..... $ _____

5. RETAINAGE:

a. 5% X _____ **Work Completed..... $** _____

b. X _____ **Stored Material..... $** _____

c. Total Retainage (Line 5.a + Line 5.b)..... $ _____

6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... $ _____

7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... $ _____

8. AMOUNT DUE THIS APPLICATION..... $ _____

9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G total on Progress Estimates + Line 5.c above)..... $ _____

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:	Date:

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ _____
(Engineer/Project Manager) (Date)

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ _____
(City of Sheboygan) (Date)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):								Application Number:			
Application Period:								Application Date:			
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item ($)						
	Page Totals										

CITY OF SHEBOYGAN
REQUEST FOR INFORMATION
DOCUMENT 00 63 13

RFI #: Click here to enter text.

CITY BID NUMBER: Click here to enter text.

DATE SUBMITTED: Click here to enter a date.

PROJECT TITLE: Click here to enter text.

DATE RESPONSE REQUESTED: Click here to enter a date.

REQUESTED BY: Click here to enter text.

CONTRACTOR: Click here to enter text.

SPECIFICATION SECTION OR DRAWING NUMBER:

Click here to enter text.

DESCRIPTION OF REQUEST:

Click here to enter text.

DOCUMENTS ATTACHED: ☐ Yes ☐ No

DETAILED RESPONSE:

Click here to enter text.

DOCUMENTS ATTACHED: ☐ Yes ☐ No

PREPARED BY: Click here to enter text.

DATE RESPONSE SENT: Click here to enter a date.

CITY OF SHEBOYGAN
PUBLIC WORKS

Contract Change Order

Change Order Number: _____

Project: _____ **Date of Issuance:** _____

Bid Number: _____ **Effective Date:** _____

Contractor: _____

Change in Contract Price Summary

Original Contract Price:	
Increase/(Decrease) from Previously Accepted Change Orders:	
Contract Price Prior to this Change Order:	
Increase/(Decrease) of this Change Order:	
Contract Price Incorporating this Change Order:	

Change in Contract Times Summary

	Substantial Completion	Ready for Final Payment
Original Completion Date (or days):		
Increase/(Decrease) from Previously Accepted Change Orders:		
Completion Date (or days) Prior to this Change Order:		
Increase/(Decrease) of this Change Order:		
Completion Date (or days) Incorporating this Change Order:		

The Contract is modified as follows upon execution of this Change Order:

Add the Following Items of Work

Item #:	Description	Qty.	Unit	Unit Price	Extension

Total Additional Work:

Revise the Following Items of Work

		Original				Revised			
Item #:	Description	Quantity	Units	Unit Price	Extension	Quantity	Units	Unit Price	Extension
N/A									
		Original Total:				**Revised Total:**			

Total Revised Work *(Revised - Original)*:

	Contract
Total Additional Work:	
Total Revised Work:	
Net Change in Contract:	

Final quantities to be determined based on actual quantities constructed and measured.

CITY OF SHEBOYGAN
PUBLIC WORKS

Contract Change Order

Change Order Number: _____

Project: _____ **Date of Issuance:** _____

Bid Number: _____ **Effective Date:** _____

Contractor: _____

Revise the Project Manual and Specifications as Follo

Signatures

Recommended By: _____ Engineer/Project Manager _____ Date:

Accepted By: _____ Contractor (Authorized) _____ Date:

Accepted By: _____ City of Sheboygan _____ Date:

Project Name: Click here to enter text.

Bid Number: Click here to enter text.

Contractor: Click here to enter text.

This ☐Preliminary ☐Final Certificate of Substantial Completion applies to:

☐ All Work

☐ The following specified portions of the Work:

//Enter text here//

Date of Substantial Completion: Click here to enter a date.

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate, if appropriate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The following documents are attached to and made a part of this Certificate: Click here to enter text.

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY CITY:		RECEIVED:	
By:	Engineer/Project Manager	By:	Contractor (Authorized Signature)
Title:		Title:	
Date:		Date:	

PROJECT MANU					
CITY OF SHEBOYGAN PUBLIC WORKS	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Contractor's Affidavit of Compliance		
		Section:	00 65 18		
		Bid Number:	2477-23	Page:	1 of 1

PROJECT NAME: **Indiana Avenue Reconstruction, South 24th Street to South 17th Street**

I CERTIFY to the best of my knowledge and belief that all work has been performed and materials supplied in strict accordance with the terms and conditions of the corresponding contract documents between the CITY OF SHEBOYGAN, hereinafter called the OWNER, and _____, hereinafter called the Contractor, for the above referenced project.

I further certify and declare that, except as listed below, all bills for materials, supplied, utilities, and for all other things furnished or caused to be furnished by the CONTRACTOR and used in the execution of the contract will be fully paid upon receipt of Final Payment and that there are no unpaid obligations, liens, claims, security interests, encumbrances, liabilities, and/or demands of State or Federal Agencies, subcontractors, materialmen, mechanics, laborers, or any others resulting from or arising out of any work done, caused to be done, or ordered to be done by the Contractor under the contract.

EXCEPTIONS: (If none, write "NONE," Contractor shall furnish a bond, acceptable to the Owner, for each exception)

In consideration of the prior and final payments made and all payments made for authorized changes, the Contractor releases and forever discharges the OWNER from any and all obligations, liens, claims, security interests, encumbrances, and/or liabilities arising by virtue of the contract and authorized changes between the parties, either verbal or in writing, and any and all claims and demands of every kind and character whatsoever against the OWNER, arising out of or in any way relating to the contract and authorized changes.

I further certify and agree that the warranty period is defined as commencing with Substantial Completion (or with each Substantial Completion if there is more than one) of the Project, or any portion thereof, and continuing for one (1) calendar year from the date of Final Acceptance of the entire project unless otherwise modified in writing as part of the Substantial Completion of Final Acceptance.

This statement is made for the purpose of inducing the Owner to make FINAL PAYMENT under the terms of the contract, relying on the trust and statements contained herein.

_____
Signed

_____
Title

Subscribed and sworn to before me
this _____ day of _____, 20____.

_____

_____

My commission expires _____ (Seal)

TO OWNER: City of Sheboygan
2026 New Jersey Avenue
Sheboygan, WI

PROJECT NAME: **Indiana Avenue Reconstruction, South 24th Street to South 17th Street**

DATE: _____

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

Surety Name: _____

Address: _____

_____

_____, Surety,

on bond of,

Contractor Name: _____

Address: _____

_____

_____, Contractor,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to

City of Sheboygan
2026 New Jersey Avenue
Sheboygan, WI , Owner,

as set for in said Surety's bond.

_____
(Surety)

Attest:
(Seal):

_____
(Signature of Authorized Representative)

_____
(Print Name and Title)

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by

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Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

d. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or

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communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.

23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

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32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.

39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part

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thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

46. *Technical Data*

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

    b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

    c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

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50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

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4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).

B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

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2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

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2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

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3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take

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precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

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ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

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C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
2. Abnormal weather conditions;
3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
4. Acts of war or terrorism.

D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;
2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the

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effect of the delay, disruption, or interference on the critical path to completion of the Work.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise;

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(b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and

3. Technical Data contained in such reports and drawings.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

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D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
2. is of such a nature as to require a change in the Drawings or Specifications;
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement

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to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

    b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

    c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

    a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;

    b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

    c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities.

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Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written

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statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

   a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

   b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

   c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

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2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

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F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

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ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the

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required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

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2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

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4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

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D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

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1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at

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Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

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7.05 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

   a. in the exercise of reasonable judgment Engineer determines that the proposed item:

      1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

      2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

      3) has a proven record of performance and availability of responsive service; and

      4) is not objectionable to Owner.

   b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

      1) there will be no increase in cost to the Owner or increase in Contract Times; and

      2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

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E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:

   a. will certify that the proposed substitute item will:

      1) perform adequately the functions and achieve the results called for by the general design;

      2) be similar in substance to the item specified; and

      3) be suited to the same use as the item specified.

   b. will state:

      1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;

      2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

      3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

   c. will identify:

      1) all variations of the proposed substitute item from the item specified; and

      2) available engineering, sales, maintenance, repair, and replacement services.

   d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in

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Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or

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otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any

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license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to

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such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any

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of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

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7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer

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may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two

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resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

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2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Shop Drawing or Sample submittal;

6. The issuance of a notice of acceptability by Engineer;

7. The end of the correction period established in Paragraph 15.08;

8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.

E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity

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directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and

3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

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G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be

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set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
2. An itemization of the specific matters to be covered by such authority and responsibility; and
3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

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C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

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9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

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B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any

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Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

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3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving

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the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:

1. A mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;

b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;

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c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;

d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and

f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content*: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

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B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

   a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

   b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

   The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

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11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal

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and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe

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benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

        1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

    c. *Construction Equipment Rental*

        1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment,

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machinery, or parts must cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

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2. The cost of purchasing, renting, or furnishing small tools and hand tools.
3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
6. Expenses incurred in preparing and advancing Claims.
7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
    a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
    b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
        1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
        2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

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13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

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b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

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5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved

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by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then

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Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

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3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work;

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

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c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;

d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

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e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

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C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

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2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

   d. a list of all duly pending Change Proposals and Claims; and

   e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment

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bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

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15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
2. correct such defective Work;
3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

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ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as

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to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

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ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and

2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be

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as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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GENERAL

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

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ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

Add the following as paragraph 1.01.A.49"

49. Designer – The individual or entity, if named as such in the agreement, and with which Owner has contracted for the design of the Work.

Add the following as paragraph 1.01.B:

B. Wherever the term City or CITY is used in these documents, it shall refer to the City of Sheboygan, Sheboygan County, Wisconsin, as represented by its elected officials. The terms "City" and "Owner" in this respect shall be considered synonymous

SC – 1.02 Terminology

Add the following as new paragraph 1.02.H:

H. Business Day:

1. The words "business day" mean every day the calendar shows, except Saturdays, Sundays, and City-Specified holidays, measured from midnight to the next midnight.

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.02 Copies of Documents

Delete paragraph 2.02.A. in its entirety and insert the following:

A. Owner shall furnish to Contractor one copy of the fully executed Agreement. Owner will not furnish printed copies of the Project Manual or the Drawings. The electronic portable document format (PDF) Project Manual and Drawings furnished during bidding shall be used by Contractor.

Delete paragraph 2.02.B. in its entirety and insert the following:

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications. Owner shall make such original printed

record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

Delete paragraph 2.03.A.3 in its entirety and insert the following:

3. a preliminary Schedule of Values for lump sum items with Bid Unit Prices in excess of $100,000, and for which no payment method is defined in the specifications, which includes quantities and prices of items which when added together equal the Bid Unit Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF WORK

SC-4.01 Commencement of Contract Times; Notice to Proceed

Delete the last sentence of paragraph 4.01.A. in its entirety and replace with the following:

In no event will the Contract Times commence to run later than the 115th day after the day of Bid opening or the 90th day after the Effective Date of the Agreement, whichever date is earlier, unless otherwise specified the Section 01 11 00 – SUMMARY OF WORK.

SC-4.03 Reference Points

Delete paragraph 4.03.A and replace with the following:

A. Engineer shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work. Contractor shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Engineer. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by a Wisconsin licensed Professional Land Surveyor, in good standing, with qualifications approved by the Engineer, to do the re-staking.

SC-4.05 Delays in Contractor's Progress

Delete paragraph 4.05.C.2 and replace with the following:

C. Abnormal Weather Conditions – Conditions of extreme or unusual weather for a given region, elevation, or season as determined by Engineer. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered Abnormal Weather Conditions.

ARTICLE 5 – SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.03 – Subsurface and Physical Conditions

Add the following new paragraphs immediately after Paragraph 5.03.A.3:

4. The reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely are identified in Specification 01 11 00 – Summary of Work.

5. The drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely are identified in Specification 01 11 00 – Summary of Work

6. Contractor may examine copies of reports and drawings identified in SC-5.03.A.4 and SC-5.03.A.5 that were not included with the Bidding Documents at City of Sheboygan Department of Public Works by requesting a meeting to occur during regular business hours, or may request copies from Engineer.

SC-5.06 – Hazardous Environmental Conditions

Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely are identified in Specification 01 11 00 – Summary of Work.

5. The drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely are identified in Specification 01 11 00 – Summary of Work.

6. Contractor may examine copies of reports and drawings identified in SC-5.06.A.1 and SC-5.06.A.5 that were not included with the Bidding Documents at City of Sheboygan Department of Public Works by requesting a meeting to occur during regular business hours, or may request copies from Engineer.

ARTICLE 6 – BONDS AND INSURANCE

SC-6.01 Bonds and Insurance

Add the following to the end of paragraph 6.01.E.

Owner will make no further progress payments under the Agreement until Contractor provides the required bond.

SC-6.03 Contractor's Insurance

Add the following new paragraph immediately after Paragraph 6.03.J:

D. *Other Additional Insureds*: As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer) the following: Designer, if identified in the Agreement.

E. *Workers' Compensation and Employer's Liability*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Jones Act (if applicable)	
Bodily injury by accident—each accident	$1,000,000
Bodily injury by disease—aggregate	$1,000,000
Employer's Liability	
Each accident	Statutory
Each employee	Statutory
Policy limit	Statutory
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	$

F. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,

2. damages insured by reasonably available personal injury liability coverage, and

3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

G. C*ommercial General Liability—Form and Content*: Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO)

commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage.

    a. Such insurance must be maintained for three years after final payment.

    b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Severability of interests and no insured-versus-insured or cross-liability exclusions.

4. Underground, explosion, and collapse coverage.

5. Personal injury coverage.

6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

H. *Commercial General Liability—Excluded Content*: The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:

1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).

2. Any exclusion for water intrusion or water damage.

3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.

4. Any exclusion of coverage relating to earth subsidence or movement.

5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).

6. Any limitation or exclusion based on the nature of Contractor's work.

7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. Commercial General Liability—Minimum Policy Limits

Commercial General Liability	Policy limits of not less than:
General Aggregate	$2,000,000
Products—Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$2,000,000
Bodily Injury and Property Damage—Each Occurrence	$1,000,000

J. *Automobile Liability*: Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	$1,000,000
Each Accident	$1,000,000
Property Damage	
Each Accident	$1,000,000
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$1,000,000

K. *Umbrella or Excess Liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	$2,000,000
General Aggregate	$1,000,000

L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements*: Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of $[specify amount] after accounting for partial attribution of its limits to underlying policies, as allowed above.

M. *Contractor's Pollution Liability Insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor's Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	N/A
General Aggregate	N/A

.

N. *Contractor's Professional Liability Insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	Policy limits of not less than:
Each Claim	$1,000,000
Annual Aggregate	$1,000,000

.

O. *Railroad Protective Liability Insuranc*e: Prior to commencing any Work within 50 feet of railroad-owned and controlled property, Contractor shall (1) endorse its commercial general liability policy with ISO CG 24 17, removing the contractual liability exclusion for work within 50 feet of a railroad, (2) purchase and maintain railroad protective liability insurance meeting the following requirements, (3) furnish a copy of the endorsement to Owner, and (4) submit a copy of the railroad protective policy and other railroad-required documentation to the railroad, and notify Owner of such submittal.

Railroad Protective Liability Insurance	Policy limits of not less than:
Each Claim	As required by Railroad
Aggregate	As required by Railroad

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

SC-7.02 Supervision and Superintendence

Add the following paragraphs immediately after Paragraph 7.02.B

A. Contractor shall provide to Engineer and Owner the name and telephone number of the resident superintendent or another responsible person who will be available to contact during non-working hours, weekends and holidays.

SC-7.03 Labor; Working Hours

Add the following a new subparagraphs immediately after Paragraph 7.03.C:

1. Regular Working Hours shall be 7:00 am to 7:00 PM, local time, Monday through Friday.
2. Owner's Legal Holidays are as follows:

    a. New Year's Day
    Good Friday (Friday before Easter)
    Memorial Day
    Independence Day
    Labor Day
    Thanksgiving Day
    Day after Thanksgiving
    Christmas Eve Day
    Christmas Day
    New Year's Eve Day

    b. When a scheduled legal holiday falls on Saturday it will be observed on the previous Friday. A holiday that falls on Sunday will be observed the following Monday. The City retains the right to schedule holiday observance which bests suits its operations schedule.

SC-7-12 Record Documents

Delete the last sentence of paragraph 7.12.A and replace with the following:

Within 14 days following completion of the Work and prior to final payment, Contractor shall deliver these record documents to Engineer.

Add the following as Paragraph 7.15.B:

B. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, and Contractor cannot be reached, Owner or Engineer may act to attempt to prevent threatened damage, injury, or loss. Owner or Engineer will give Contractor prompt written notice of such action and the cost of the correction or remedy shall be charged against Contractor. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the

action taken by Owner or Engineer in response to such an emergency, a Work Change Directive or Change Order will be issued.

ARTICLE 8 – OTHER WORK AT THE SITE

SC – 8.02 Coordination

Modify paragraph 8.02.A as follows:

Delete the words "the Supplementary Conditions" and replace with the words "Specification Section 01 11 00 – Summary of Work".

Modify paragraph 8.02 as follows:

Delete the words "the Supplementary Conditions" and replace with the words "Specification Section 01 11 00 – Summary of Work".

SC – 8.03 Legal Relationships

Modify the second sentence of paragraph 8.03.A as follows:

Delete the words "30 days" and replace with the words "10 days".

SC – 8.04 Claims Between Contractors

Add the following new section immediately following Section 8.03:

8.04 Claims Between Contractors

A. Should Contractor cause damage to the work or property of any separate contractor at the Site, or should any claim arising out of Contractor's performance of the Work at the Site be made by any separate contractor against Contractor, Owner, Engineer, Engineer's Consultants, or the construction coordination, Contractor shall promptly attempt to settle with such separate contractor by agreement or to otherwise resolve the dispute by arbitration or at law.

B. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner, Engineer, Engineer's Consultants, the construction coordinator and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly, or consequentially out of any action, legal or equitable, brought by any separate contractor against Owner, Engineer, Engineer's Consultants, or the construction coordinator to the extent said claim is based on or arises out of Contractor's performance of the Work. Should a separate contractor cause damage to the Work or property of Contractor or should the performance of work by any separate contractor at the Site give rise to any other Claim, Contractor shall not institute any action, legal or equitable, against Owner, Engineer, Engineer's Consultants, or the construction coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks

to impose liability on or to recover damages from Owner, Engineer, Engineer's Consultants, or the construction coordinator on account of any such damage or Claim.

C. If Contractor is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor, and Owner and Contractor are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, Contractor may make a Claim for an extension of times in accordance with Article 11. An extension of the Contract Times shall be Contractor's exclusive remedy with respect to Owner, Engineer, Engineer's Consultants, and construction coordinator for any delay, disruption, interference, or hindrance caused by any separate contractor. This paragraph does not prevent recovery from Owner, Engineer, Engineer's Consultant, or construction coordinator for activities that are their respective responsibilities.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

SC – 10.08 Compliance with Safety Program

Add the following as paragraph 10.08

B. In the event Engineer determines that Contractor's safety plans, programs, and procedures do not provide adequate protection for Engineer, Engineer may direct its employees to leave the Site or implement additional safeguards for Engineer's protection. If taken, these actions will be in furtherance of Engineer's responsibility to its own employees only, and Engineer will not assume any responsibility for protection of any other persons affected by the Work. In the event Engineer observes situations which appear to have potential for immediate and serious injury to persons, Engineer may warn the persons who appear to be affected by such situations. Such warnings, if issued, shall be given based on general humanitarian concerns, and Engineer will not, by the issuance of any such warning, assume any responsibility to issue future warnings or any general responsibility for protection of persons affected by the Work.

ARTICLE 11 –CHANGES TO THE CONTRACT

SC – 11.06 Change Proposals

Modify the first sentence of paragraph 11.06.B.1 as follows:

Delete the words "30 days" and replace with the words "10 days".

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC – 13.03 Unit Price Work

Modify the paragraph 13.03.B and replace with the following:

The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparisons of Bids and determining initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities, unless noted otherwise in the specifications.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC – 15.01 Progress Payments

Add the following as paragraph 15.01.B.4

1. The Application for Payment form to be used is EJCDC C-620 or City of Sheboygan Application for Payment Form 00 62 76, or a similar form approved by the Owner

SC - 15.01 Progress Payments

Modify the first sentence of paragraph 15.01.B.1 as follows:

Delete the words "20 Days" and replace with the words "thirty days".

Modify the second sentence of paragraph 15.01.D.1 as follows:

Delete the words "Ten days" and replace with the words "Forty-five days".

SC – 15.06 Final Payment

Add the following as Paragraph 15.06.A.2.f

f. Contractors Affidavit of Compliance (Document 00 65 18)

LIQUIDATED DAMAGES		
Original Contract Amount		
From more than:	To and including:	Calendar Day
$0	$100,000	$180
$100,000	$300,000	$295
$300,000	$500,000	$480
$500,000	$1,000,000	$665
$1,000,000	--------	$990

ARTICLE 19 – LIQUIDATED DAMAGES

SC-19.01 Liquidated Damages Schedule

Add the following as Article 19 – LIQUIDATED DAMAGES

19.01 The following table represents the Liquidated Damages applicable to City of Sheboygan Agreements as referenced in paragraph 4.03 of the Agreement:

LIQUIDATED DAMAGES		
Original Contract Amount		
From more than:	To and including:	Calendar Day
$0	$100,000	$180
$100,000	$300,000	$295
$300,000	$500,000	$480
$500,000	$1,000,000	$665
$1,000,000	--------	$990

PART 1 – GENERAL

1.01 SUMMARY

A. Summary of the Work including work by the City, City-Furnished Products, Work by Others, Sequence of work, Contractors use of the Premises.

B. Work under the project will generally consist of the items stated in 00 11 13 – Advertisement for Bids and the Alternates, if accepted, identified in Section 01 73 23 – Alternates.

1.02 PAYMENT PROCEDURES

A. Work specified in the Sections is considered incidental and payment shall be included as part of appropriate unit prices included on Bid Form.

1.03 WORK BY THE CITY

A. City of Sheboygan will remove and install all signs, not shown to be removed or installed under this project.

B. Prior to construction the City of Sheboygan will change one-way streets to two-way streets as shown on the Traffic Control Plans.

1.04 TRAFFIC CONTROL/STAGING

A. Maintain Access to Moose Park driveway at all times, except for a period of 21 consecutive calendar days to complete all work required to re-open driveway. Notify Engineer 7 days prior to closure.

1.05 PERMITS

A. The following permits have been obtained or will be obtained by the City of Sheboygan prior to the start of Construction:

a. Wisconsin DNR WPDES Construction Site Storm Water Runoff Permit.

1.06 SUBSURFACE AND PHYSICAL CONDITIONS

A. The reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely are:

a. Soil Borings, included in appendix.

B. The drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely are:

a. None.

1.07 HAZARDOUS ENVIRONMENTAL CONDITIONS

A. The reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely are

a. Wisconsin DNR Closure reports, included in appendix.

B. The drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely are

a. None.

PART 2 – PRODUCTS

2.01 CITY FURNISHED PRODUCTS

A. None.

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

PART 1 – GENERAL

1.01 SUMMARY

A. Provide all items, articles, materials, operations or method, labor, supervision, equipment, incidentals, taxes and permits necessary to complete the Work as described within the Contract Documents. Install all items furnished by City as mentioned or scheduled within the Contract Documents.

1.02 PAYMENT PROCEDURES

A. Work specified in the Section is considered incidental and payment shall be included as part of appropriate unit prices included on Bid Form.

1.03 SEQUENCE OF WORK

A. Existing facilities shall remain in service and available for public use during construction, unless specified in this or other sections.

1.04 CONTRACTOR USE OF THE PREMISES

A. Limit all operations to City right-of-ways or Easements; restore damaged properties outside of right-of-ways or easements at no cost to the City.

1.05 REFERENCE STANDARDS OR SPECIFICATIONS

A. When other specifications documents are referenced within this project manual any text within those documents discussing contract administration, measurement or payment are not included, unless otherwise specified.

B. Where compliance with two or more industry standards or sets of requirements are specified, and the overlapping of those standards or requirements establishes different or conflicting minimums or levels of quality, the most stringent requirement (which is generally recognized to be also most costly) is intended and will be enforced, unless more detailed language written directly into Contract Documents clearly indicates that a less stringent requirement is acceptable.

1.06 NOTIFICATION TO THE PUBLIC

A. Notify affected residents and businesses a minimum of 7 business days prior to commencing work.

B. Notify affected residents and businesses a minimum of 3 business days prior to closing a driveway.

C. Notify Engineer 7 business days prior to closing a street. Engineer will notify Sheboygan Police, Fire and Ambulance, Sheboygan County Sheriff's Department and Sheboygan Transit.

1.07 ACCESS REQUIRMENTS

A. Maintain access to business and residents at all times, unless otherwise noted.

B. Provide continuous access for emergency vehicles.

C. Comply with Section 01 11 00 – Summary of work for additional access requirements, if any.

1.08 MAIL DELIVERY

A. Work with the U.S. Postal Service to assure mail delivery throughout the project. Some or all mail boxes may have to be moved, temporarily relocated or replaced in a new location. Relocating mail boxes, temporarily or permanently, shall be incidental to the contract, and meet the Postal Service criteria.

1.09 REMOVALS

A. Do not remove or damage any tree, shrub, or other land resource unless indicated for removal.

B. At limits of pavement, curb and gutter, driveway or sidewalk removal provide a full depth saw cut prior to removal. Provide straight, vertical sawcuts at all edges of existing asphalt and concrete materials to be matched by new pavement materials. This shall include curb and gutter, driveway aprons, sidewalk, and street pavement and patching work. If the sawed edges break prior to placement of the new pavement, curb and gutter, driveway or sidewalk, re-sawcut the existing edge.

1.10 PROJECT MEETINGS

A. Conduct bi-weekly progress meetings throughout the construction period. Meetings will be held at the Sheboygan Department of Public Works office.
   1. Items to be discussed at meeting shall include, but not be limited to:
      a. Review of progress since previous meeting.
      b. Review Outstanding Items since last meeting.
      c. Contractors Schedule (3-week look ahead).
      d. Submittal Schedule.

1.11 CONSTRUCTION STAKING

A. Layout of the work is the responsibility of the Contractor.

B. Comply with Section 01 71 23 – Construction Staking

1.12 SUBMITTALS

A. Work-Related Submittals:

   1. Shop Drawings:
      a. As defined in Paragraph 1.01.A.39 of the General Conditions, and in particular includes technical data and drawings specifically prepared for this Project, including fabrication and installation drawings, diagrams, data sheets, schedules, templates, patterns, reports, instructions, design mix formulas, measurements, and similar information not in standard printed form.

2. Product Data:
   a. Includes standard catalog type printed information on manufactured materials, equipment and systems that has not been specifically prepared for this Project, including manufactures' product specifications, manufacturers' instructions, catalog cut sheets, standard wiring diagrams, printed performance curves, mill reports, and standard color charts.
3. Test Results:
   a. Includes source and field quality inspection and test reports, actual performance curves, and certifications of results prepared specifically for equipment, material, and systems provided for this Project.
4. Miscellaneous Submittals:
   a. Work-related submittals that do not fit in previous categories, including schedules, guarantees, warranties, certifications, maintenance agreements, workmanship bonds, survey data and reports, physical work records, copies of industry standards, field measurements, extra materials, keys, and similar information, devices, and materials applicable to Work.

B. Action On Submittals

1. Unsolicited Submittals:
   a. Engineer will return unsolicited submittals without reviewing.
2. `Response:
   a. Marked: "Approved"
      1. Work covered by submittal may proceed provided it complies with Contract Documents. Acceptance of Work depends on that compliance.
   b. Marked: "Approved As Noted"
      1. Work covered by submittal may proceed provided it complies with Engineer's notations or corrections on submittal and with Contract Documents. Acceptance of work depends on that compliance. Resubmittal not required.
   c. Marked: "Not Approved"
      1. Work covered by submittal does not comply with Contract Documents. Do not proceed with Work covered by submittal.
      2. Prepare new submittal complying with Contract Documents and Engineer's notations.
   d. Marked: "Filed for Record"
      1. Work covered by the submittal does not require approval.
      2. Submitted documentation is filed with the project records.

1.13 MANUFACTURERS' DIRECTIONS

A. Manufactured articles, materials and equipment shall be stored, commissioned, operated, applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer, unless specified to the contrary.

B. Wherever specifications explicitly call for work to be performed or materials to be installed in accordance with the manufacturer's directions, furnish copies in accordance with the Submittals paragraphs of the specification section before installing the material or performing the work.

1.14 PROJECT OBSERVATION

A. All work under this proposal shall be subject to the observation by authorized personnel of the Engineer, and all findings, determinations and recommendations by the Engineer or its duly authorized agents shall be final and conclusive.

B. Provide the Engineer a three business day notice prior to the start of any work on the project. Any work done without three business day notice will be subject to non-payment. If observation of the work is not required, the Engineer shall inform the foreman and the work will be reviewed upon completion.

1.15 INCIDENTAL ITEMS OF WORK

A. Any items of work shown on the drawings or required by the specifications but not specifically included in the Bid shall be considered incidental items of work. The cost of incidental items of work shall be included in the prices bid for related work.

1.16 PERMITS

A. Acquire all necessary City permits. Contact the Building Inspection Department at 920-459-3477 to determine the associated fees and shall be incidental to the contract. These permits shall be obtained at the City of Sheboygan Building Inspection Department located on the 1st Floor of City Hall, 828 Center Avenue, Sheboygan, Wisconsin.

B. Comply with the City licensing requirements established by the City of Sheboygan Building Inspection Department for plumbing, HVAC, electrical and building construction. These applications are obtained in the Building Inspection Department, located on the 1st Floor of City Hall, 828 Center Avenue, Sheboygan, Wisconsin.

C. Comply with permits, if any, identified is Section 01 11 00 – Summary of Work.

1.17 EXISTING FACILITIES

A. Provide a minimum of a 3 business day notice to owners of existing utilities prior to excavation activities.

B. The requirements of Section 182.0175 of the Wisconsin State Statutes apply to work under this contract.

1.18 DELIVERY, STORAGE, AND HANDLING

A. Adjust weight, type, capacity, haul routes, and method of operation of hauling vehicles such that there is no damage to existing streets, subgrade, or base course.

B. Engineer has final authority to revise haul routes, procedures, and operation times.

C. Keep haul routes clean and free of construction material and debris.

D. Construction equipment, materials and stockpiles shall not be left within 100 feet of any commercial establishment during non-working hours or when no working is occurring.

E. Parking restrictions shall be obeyed at all times in the vicinity of schools.

1.19 WATER UTILITY AND HYDRANT USE

A. Do not operate any hydrants, valves or other apparatus owned by the Sheboygan Water Utility.

B. Should water from hydrants be needed during construction, the contractor shall apply, in person, for a hydrant use permit at the Sheboygan Water Utility Office, 72 Park Avenue. Any damage to Water Utility apparatus shall be repaired at the Contractor's expense.

C. Coordinate with Sheboygan Water Utility to repair any damaged water service laterals or water mains. Sheboygan Water Utility will determine extent of repairs required. If a lead water service is exposed contract the Sheboygan Water Utility within 1 hour.

1.20 SANITARY FACILITIES

A. Provide and maintain sanitary chemical toilets located where approved and in sufficient number required for the work force employed by Contractor.

1.21 PUBLIC RECORDS LAW

A. The City of Sheboygan is subject to the Wisconsin public records law. Any submissions to the City in connection with this project may be disclosed in response to a public records request.

PART 2 – PRODUCTS

2.01 CITY FURNISHED PRODUCTS

A. City will furnish materials as specified in Section 01 64 00 – City Furnished Products of the Project Specific Manual. If section is not included in the Project Specific Manual, then no products will be furnished by City.

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

CITY OF SHEBOYGAN PUBLIC WORKS	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Allowances		
		Section:	01 21 00		
		Bid Number:	2477-22	Page:	1 of 1

PART 1 – GENERAL

1.01 SUMMARY

A. This section provided for administrative and procedural requirements governing allowances.

1. When items are listed on the bid form as an allowance, these items will have a set dollar value. This dollar value is to cover items not precisely determined prior to bidding.
2. Upon completion of the work associated with each allowance, a change order will be issued to reflect actual amounts due contractor.

1.02 PAYMENT PROCEDURES

B. Work specified in this section will be paid as described within each allowance listed.

PART 2 – PRODUCTS

2.01 PRODUCTS

A. Provide products as specified herein and as specified elsewhere in this Project Manual.

PART 3 – EXECUTION

3.01 TELEVISING VIDEO CONVERSION

A. The lump sum allowance listed in the bid form provides for the City of Sheboygan to reimburse the contractor for the cost incurred to convert televising videos and reports to be compatible with ITpipes software as further defined in Section 33 01 32 – Sewer Televising and the included Digital Data Delivery document.

B. Provide copies of invoices and proof of payment to City.

C. Payment will be based on actual invoiced cost and as follows:
   a. No reimbursement for any late fees incurred.
   b. No reimbursement for Contractor incurred administrative costs associated with the conversion.

3.02 CONTAMINATED SOIL DISPOSAL

A. The lump sum allowance listed in the bid form provides for the City of Sheboygan to reimburse the contractor for the costs incurred to test and dispose of contaminated soil within the project corridor.

B. Provide copies of invoices and proof of payment to City.

C. Payment will be based on actual invoiced cost and as follows:
   c. No reimbursement for any late fees incurred.
   d. No reimbursement for Contractor incurred administrative costs associated with the conversion.

END OF SECTION

CITY OF SHEBOYGAN PUBLIC WORKS	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Quality Assurance		
		Section:	01 43 00		
		Bid Number:	2477-22	Page:	1 of 2

PART 1 – GENERAL

1.01 SUMMARY

A. Section Includes:
1. Quality assurance.
2. Procedures to measure and report the quality and performance of the Work.
3. Requirements for Contractor Cooperation
4. Payment.

1.02 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment:
1. All Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 SUBMITTALS

A. Prior to start of Work, submit testing laboratory name for various specified tests for approval by Engineer.

B. After each inspection or test, submit copies of report to Engineer no later than 3 business days after completion of inspection or test. Include:
1. Test date
2. Project Number and Title
3. Inspector or Tester
4. Date and time of sampling, testing or inspection
5. Location of inspection or test
6. Identification of product and applicable Specification Section.
7. Test Results
8. Conformance with Contract Documents.

C. Manufacturer's certificates of quality control or performance.

1.04 WORKMANSHIP

A. Comply with industry standards of the region, except where more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.

1.05 TESTS AND INSPECTIONS

A. Conform to the requirements of the General Conditions, except as modified herein.

B. Notify Engineer 48 hours prior to expected time for operations requiring tests and inspections.

C. Provide incidental labor and facilities to obtain and handle samples at Site or source, transport samples to laboratory, and facilitate tests and inspections for storing and curing of test samples.

D. Owner shall pay for all testing not identified in the specifications. Any test identified in the specifications is the responsibility of the contractor.

1. If any test fails to meet requirements, reimburse Owner for cost of all subsequent tests to ensure compliance.

E. Notify Engineer of pit and scale location and other correlated items prior to beginning Work.

1.06 LABORATORY RESPONSIBILITIES

A. Test samples and perform field tests.

B. Provide qualified personnel. Cooperate with Engineer and Contractor in performance of services.

C. Ascertain compliance with the requirements of the Contract Documents.

D. When requested by Engineer, provide interpretation of test results.

1.07 LIMITS ON TESTING LABORATORY AUTHORITY

A. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.

B. Laboratory may not approve or accept any portion of the Work.

C. Laboratory may not assume any duties of Contractor.

D. Laboratory has no authority to stop Work.

1.08 MANUFACTURER'S CERTIFICATES

A. If requested by Engineer, submit manufacturer's certificate with shop drawings certifying that products meet or exceed specified requirements executed by responsible officer.

1.09 MANUFACTURER'S FIELD SERVICES

A. Provide qualified representative to observe field conditions; conditions of surfaces and installation; quality of workmanship; start-up of equipment; and test, adjust, and balance of equipment.

PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

CITY OF SHEBOYGAN PUBLIC WORKS	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Traffic Control		
		Section:	01 55 26		
		Bid Number:	2477-22	Page:	1 of 2

PART 1 – GENERAL

1.01 SUMMARY

A. This Section identifies detour marking, warning signs and devices, temporary traffic signals, temporary pavement markings, guardrails, handrails, temporary fencing, flagpersons, and other equipment and materials required to protect vehicular and pedestrian traffic from construction activities.

B. Traffic regulations shall comply with chapters and Sections of the referenced documents. References to measurements and payments in the reference documents are superseded by this Section.

1.02 NOTIFICATIONS, ACCESS AND PROJECT REQUIREMENTS

A. Comply with Section 01 11 00 – Summary of Work

B. Comply with Section 01 14 00 – Work Restrictions.

1.03 REFERENCE STANDARDS

A. WisDOT: Wisconsin Department of Transportation

B. WisDOT Specification: State of Wisconsin, Department of Transportation, "Standard Specifications for Highway and Structure Construction", latest Edition.

C. WMUTCD: Wisconsin Manual on Uniform Traffic Control Devices, latest edition.

D. MUTCD: Federal Highway Administration, Manual on Uniform Traffic Control Devices, latest edition. In Wisconsin, this includes the latest edition of Wisconsin Supplement to Federal MUTCD.

E. Maintaining Agency: Agency having maintenance jurisdiction over roadway which may include WisDOT, and the City of Sheboygan.

1.04 SUBMITTALS

A. Submit Product Data in accordance with Section 01 33 00 – Submittal Procedures.
   1. Include in Submittal:
      a. Traffic control plan and detour, if required.
      b. Manufacturer's written instructions, including storage, handling, installation, and starting of product.

1.05 PAYMENT PROCEDURES

A. Unit Prices:
   1. Cost for traffic control shall be paid according to the various unit prices included in the Bid. If individual items are not included in the Bid, the cost of this work shall be considered incidental to adjacent utility and roadway construction work.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Conform to the following material requirements:
   1. WMUTCD
   2. MUTCD
   3. WisDOT Specifications

2.02 PERSONNEL

A. Flagpersons shall be trained in accordance with State of Wisconsin regulations.

PART 3 – EXECUTION

3.01 GENERAL

A. Perform all work in accordance with WisDOT, WMUTCD and MUTCD requirements and as the shown on the plans.

END OF SECTION

CITY OF SHEBOYGAN PUBLIC WORKS	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Temporary Environmental Controls		
		Section:	01 57 19		
		Bid Number:	2477-22	Page:	1 of 2

PART 1 – GENERAL

1.01 SUMMARY

A. Maintain work areas free from environmental pollution that would be in violation of federal, state or local regulations.

B. Permits obtained by Owner are list in Section 01 11 00 – Summary of Work. All other permits not listed are to be obtained by Contractor.

1.02 PAYMENT PROCEDURES

A. Work specified in this section is considered incidental and payment shall be included as part of appropriate unit prices included in Bid Form.

PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

3.01 GENERAL

A. Confine construction activities to areas defined on the Drawings or elsewhere in the Contract Documents.

B. Grade site to drain. Maintain excavations free of water.

C. Protect site from puddling or running water.

1.03 ARCHAEOLOGICAL FINDS DURING CONSTRUCTION

A. There are no known archaeological remains at the Project site.

B. Should skeletons, artifacts, or other archaeological remains be uncovered:

2. Suspend operations of this Contract at the site of discovery.
3. Continue operations in other areas.
4. Notify Engineer immediately of the finding.

C. Should the discovery site require archaeological studies resulting in delays and/or additional work, Contractor will be compensated by an adjustment under pertinent provisions of the Contract.

4.03 PROTECTION OF STORM SEWERS

A. Prevent construction materials, concrete, earth or other debris from entering existing storm sewers or sewer construction.
B. Inlet protection required for all storm sewers with project limits.

4.04 PROTECTION OF WATERWAYS

A. Comply with federal, state and local regulations regarding pollution of lakes, streams, rivers or wetlands by dumping of refuse, rubbish, dredge material or debris.

B. Disposal of materials into waters of state must conform to requirements of Wisconsin DNR.

C. Comply with Wisconsin Department of Transportation "Product Acceptability List" (PAL), current edition and Wisconsin Department of Natural Resources Storm Water Management Technical Standards.

END OF SECTION

CITY OF SHEBOYGAN PUBLIC WORKS	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Construction Staking		
		Section:	01 71 23		
		Bid Number:	2477-22	Page:	1 of 2

PART 1 – GENERAL

1.01 SUMMARY

A. Provide such construction staking services as are required for proper completion of the Work including, but not necessarily limited to:

1. Establishing, staking, and maintaining lines and grades for the proposed work in accordance with the contract documents.

B. Comply with the paragraphs identified below from the Wisconsin Department of Transportation, Standard Specifications for Roadway and Structure Construction,

1. 650.3.2 – Storm Sewer Staking
2. 650.3.3 – Subgrade Staking
3. 650.3.4 – Base Staking
4. 650.3.5 – Curb, Gutter, and Curb and Gutter Staking
5. 650.3.11 – Electrical Installation Staking
6. 650.3.12 – Supplemental Control Staking
7. 650.3.13 – Slope Staking
8. 650.3.14 – Curb Ramp Staking

C. CADD files of the Drawings will be provided after contract is awarded. If a conflict exists between the CADD files and the printed, as bid, plan sheets, the plan sheets take precedence over the CADD files.

D. Benchmarks provided by Engineer or Designer are to establish primary vertical control for Work and are indicated on Drawings.

E. Monuments or references for primary horizontal control provided by Engineer or Designer and are for construction of Work are indicated on Drawings.

F. Immediately bring to the attention of the Engineer any discrepancies or errors.

1.02 Payment Procedures

A. Payment for Construction Staking is on a LUMP SUM basis for all work specified in this section.

1.03 SUBMITTALS

A. Submit Cut Sheets, Grade Sheet, or similar documents generated through the staking process to Engineer within 24 hours of staking.

B. Upon request of the Engineer, submit:

1. Qualifications of persons proposed to be engaged for field engineering services.
2. Documentation and data developed pursuant to the requirements of this section.

1.04 QUALITY ASSURANCE

A. Use adequate numbers of skilled workers thoroughly trained and experienced in the necessary crafts and completely familiar with the specified requirements and methods needed for proper performance of the work of this Section.

B. Protect lot corners and survey monuments throughout Project area. If such corners and monuments are damaged by Contractor, replace by Wisconsin Professional Land Surveyor at Contractor's expense.

1.05 PROCEDURES

A. In addition to procedures directed by the Contractor for proper performance of the Contractor's responsibilities the Contractor or his representative shall:

1. Locate and protect primary control points before starting work on the site.
2. Preserve permanent reference points and staking during progress of the Work.
3. Contractor shall replace primary control points lost or destroyed according to the original survey control.
4. Provide supplemental control points as required to complete the work.

C. Check accuracy of line and grade by visual inspection, checks between stakes, and periodic checks (with surveying equipment) between primary control monuments and stakes.

D. Bear sole responsibility for correct transfer of construction lines and grades from Benchmarks and Monuments.

E. Provide an accurate pipe laser for alignment and grade control of all mains. The contractor shall be responsible for the maintenance, set-up, accuracy and operation of the laser and shall make periodic checks of the laser to ensure its accuracy. Standby lasers shall be provided, as necessary. If required by Engineer, Contractor shall provide blowers in the pipe line to maintain the accuracy of the laser during operation. The laser shall be of a quality to provide accurate alignment and grade and shall be subject to the approval of Engineer. Provide Engineer with a certificate of calibration, if requested.

F. Provide a transit for the accurate alignment of all mains. The contractor shall be responsible for the maintenance, set-up, accuracy and operation of the transit. The transit shall be of a quality to provide accurate alignment and shall be subject to the approval of Engineer. Provide Engineer with a certificate of calibration, if requested.

PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

(NOT USED

END OF SECTION

PART 1 – GENERAL

1.01 SUMMARY

A. Section includes requirements for Project Closeout and Final Payment including:
   1. Submittals,
   2. Inspections Procedures,
   3. Record Document Submittals.

1.02 PAYMENT PROCEDURES

A. Work specified in this section is considered incidental and payment shall be included as part of appropriate unit prices included in Bid Form.

1.03 SUBSTANTIAL COMPLETION

A. Comply with section 15.03 of the General Conditions.

1.04 FINAL COMPLETION

A. Comply with Section 15.05 and 15.06 of the General Conditions

1.05 RECORD DRAWINGS

A. Submit to Engineer a set of record documents as described in paragraph 7.11.A of the General Conditions and Section 01 78 39 – Project Record Documents.

PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

3.01 PROJECT CLOSEOUT CHECKLIST

A. The project closeout checklist at the end of this document will be used by the Engineer to document the closeout status of the project.

END OF SECTION

PROJECT CLOSEOUT CHECKLIST (Based on 2018 EJCDC General Conditions of the Contract)

Contract Status	Item to be Competed:	Reference	Completed/Submitted By:	Date Completed:
Substantial Completion				
	Letter requesting Substantial Completion	GC 15.03.A	Contractor	
	Draft of Punch List Items to be completed or corrected before final payment	GC 15.03.A	Contractor	
	Inspect work	GC 15.03.B	Owner/Contractor/Engineer	
	Notification if not ready for Substantial Completion	GC 15.03.B	Engineer/Owner	
	Certification of Substantial Completion Issued	GC 15.03.C	Engineer/Owner	
			Date of Substantial Completion	

Final Completion				
	Letter requesting Final Completion	GC 15.05.A	Contractor	
	Inspect work	GC 15.05.A	Owner/Contractor/Engineer	
			Date of Final Completion	

Final Payment				
	Submit Record Drawings	GC 15.06.A.1 GC 15.06.A.2.a GC 7.12 SC 7.12 01 78 39	Contractor	
	Consent of Surety to Final Payment	GC 15.06.A.2.b	Contractor	
	List of Pending Change Proposals and Claims	GC 15.06.A.2.d	Contractor	
	Lien Waivers	GC 15.06.A.2.e	Contractor	
	Contractor's Affidavit of Compliance	SC 15.06.A.2.f	Contractor	
	Final Pay Application	GC 15.06.A.1	Contractor	
	Notice of Acceptability	GC 15.06.C	Engineer	
	Final Payment	GC 15.06.E	Owner	
			Date of Final Payment	

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PART 1 - GENERAL

1.01 SUMMARY

A. Throughout progress of the Work, maintain an accurate record of changes in the Contract Documents.

1.02 PAYMENTS

A. Work specified in this section is considered incidental and payment shall be included as part of appropriate unit prices included in Bid Form.

1.03 SUBMITTALS

A. Prior to submitting request for final completion, deliver one complete marked up set of Drawings to Engineer for use in preparation of record drawings.

PART 2 – PRODUCTS

(NOT USED)

PART 3 - EXECUTION

3.01 RECORD DRAWINGS

A. Maintain one record set of Drawings legibly annotated to show all changes made during construction and the final location of all underground piping and utilities.

1. The marked up set of Drawings shall be a compilation of all of the work completed. Individual sets from the various subcontractors will not be accepted.
2. The marked up set of Drawings shall graphically show the changes. Reference to RFI's, Change Orders will not be accepted.
3. The Record Drawings will show
   a. Grade changes, changes in elevations for footings, culverts, manholes etc.
   b. New or revised LC, PC, PI, and PT.
   c. Relocated driveway entrances.
   d. Changes in size, location, and slope of pipes.
   e. Changes to invert elevations.
   f. Undercut areas.
   g. Areas of geotextile fabric or geogrid.
   h. Omissions, errors and discrepancies discovered during construction.
   i. Features added, revised, or deleted by contract change orders.
   j. Corrected or new bench marks. Cross out those that no longer exist.
   k. Changes to drainage.
   l. Material type, size, and manufacturer where optional materials are allowed by specifications.
   m. Final dimensions, elevations, details, sizes, numbers, lengths, locations, etc., if different from the original plan.
   n. Locations of private utilities, if different from original plans.
   o. Any other information necessary to document site conditions.
4. Graphically depict changes by modifying or adding to plans, and details Using a red colored pencil or pen.

5. Wherever a revision is made, also make changes to related section views, details, legend, profiles, plans and elevation views, schedules, notes and call out designations, and mark accordingly to avoid conflicting data on all other sheets.
6. For deletions, cross out all features, data and captions that relate to that revision.

END OF SECTION

PART 1 – GENERAL

1.01 SUMMARY

A. Work under the section consists of installing street lighting in accordance with the plans and specifications. This work will include: concrete bases, installing poles, luminaries, in-line fuse assemblies, electrical wiring, pull boxes, conduits, services and all attachments and in accordance with National Electric Code, Wisconsin Administrate Code SPS 316 and local codes, as specified herein and as required to complete the lighting unit and its connection to the underground cable system.

B. Locations for street lighting and traffic signal equipment shall be staked a minimum of 10 days prior to starting work for approval by the city. Signal and lighting items placed at locations not previously approved by the city need to be relocated at the contractor's expense.

1.02 REFERENCE STANDARDS

A. WisDOT Specs: Wisconsin Department of Transportation Standards Specifications for Highway Construction, latest Edition.
B. NEC: National Electrical Code.
C. ICEA: Insulated Cable Engineers Association.
D. NEMA: The Association of Electrical Equipment and Medical Imaging Manufacturers.
E. UL: Underwriters Laboratory.
F. NRTL: Nationally Recognized Test Laboratories.

1.03 SUBMITTALS

A. Submit Product Data in accordance with Section 01 33 00 – Submittal Procedures.
   1. Include in Submittal:
      a. Dimensions and components for each item.
      b. Manufacturer's written instructions, including storage, handling, installation, and starting of product.

1.04 PAYMENT PROCEDURES

A. Unit Prices:
   1. Payment for poles, luminaires, concrete bases, and control cabinet is on a per Each basis furnished and installed in place, as specified herein.
   2. Payment for conduit, wire and cable is on a per Linear Foot basis furnished and installed in place, as specified herein. Splices and taps are incidental to the wire and cable. The cost of wire within poles is incidental to the cost of the pole
   3. Include the cost of work specified in this section in the appropriate bid item.
   4. If individual items are not included in the bid form, the cost of the work shall be considered incidental to adjacent utility and roadway construction work.

PART 2 – PRODUCTS

2.01 LIGHTING UNITS:

A. Lighting Assembly 30-Foot Pole:
   1. Pole: Valmont Structures: R-290845806T4-D1-335-VBDR with hand holes located 180-degrees from luminaire. (Black)
   2. Luminaire: Philips Gradco: Gullwing LED GL18 Series Luminaires, GL18-1-2-105LA-NW-UNIV-BLP-RPA2-SPR (Black).

B. Lighting Assembly 14-Foot Pole:
   1. Pole: Valmont Structures: R-130830504T4 D1 335 IC-VBDR with hand holes located 90-degrees from luminaire. (Black)
   2. Luminaire: Philips Gradco: Gullwing LED GL13 Series Luminaires, GL13-1-2-70LA-6435-NW-UNV-BLP (Black).

C. Lumiaires to be provided with mounting hardware compatible with identified pole.

2.02 CONCRETE BASES

A. Grade A Concrete Masonry conforming to the requirements of Section 501 of the WisDOT Specs.
B. Immediately after form removal, any minor defects shall be corrected and a rubbed finish surface.
C. Anchor bolts, nuts and washers shall be steel with minimum yield strength of 33,000 psi and a minimum tensile strength of 60,000 psi shall be of the required dimensions and design indicated in the plans and shall be manufactured with sufficient allowance for the hot dip coatings to permit nuts to run freely on the threads.
D. Schedule 40 PVC Conduit with bell ends at terminations.
E. Steel Reinforcing Bars conforming to ASTM A615, grade 60.
F. Grounding Rod.
G. For control cabinet bases furnish either mechanical or adhesive stainless steel masonry anchors and stainless steel bolts or studs, nuts, and washers.
H. Verify bolt patter with pole manufacturer prior to installation of bases. Any changes required to match required bolt pattern to be considered incidental.

2.03 UNDERGROUND CONDUIT

A. Nonmetallic conduit
   1. Schedule 40 PVC or Smooth Wall HDPE (Color Red) conforming to Section 655 of the WisDOT Specs.
   2. Bell Ends at termination of conduit in pullboxes, junction boxes and light bases.
   3. Marked with:
      a. Manufacturers Trademark
      b. Nominal Size
      c. Temperature Classification
      d. Material Description

B. Fittings: Match to conduit type and material
   Pull Tape: Polyester pull tape, ½" width, tensile strength of 1,250 lbs. and sequential footage markings along the entire length of the tape. Install pull tape in each empty conduit.

2.04 WIRING

A. The cable shall be UL-listed, XLP insulated (Type USE):
   1. Rated 90 degrees C. dry and 75 degrees C. wet
   2. 600-Volts
   3. Direct bury and shall be suitable for installation in wet and dry locations, exposed to the weather, and shall be resistant to oils and chemicals.
   4. Conformance with ICEA Standard S-68-516, NEMA
   5. Standard WC-8 and UL-Standard UL 44. Conductors shall be copper, stranded in accordance with ASTM B-6.

B. Fuses:
   1. Fuse Holders: Bussman (See Product Data in Appendix)
      a. Single Fuse: HEB-AA
      b. Double Fuse (non-breakaway): HEX-AA
   2. Ideal Thermoshrink Ends
   3. Fuses: 3 Amp

C. Provide wire sizes as shown on the plans.

D. When there is more than one (1) circuit, bundle the circuit conductors with nylon cable ties, or approved electrical tape at all access points.

E. Identify insulated conductors by covering the insulation surface with a tough, strongly adhered, color coating conforming to method I, or by surface printing conforming to Method III of IPCEA (Insulated Power Cable Engineers Association) – NEMA Standard S-19-81. Do not use white coatings on ungrounded conductors.

F. Color-code both tails of all ungrounded circuits, half-lap the tape for a minimum of two inches (2") using colored tape.

G. Grounding conductor and equipment grounding conductor shall be Green Insulated.

2.05 SPLICES

A. Polaris Black Insulated mechanical Connectors by NSI Industries.

2.06 PULL BOX

A. Type B: Quazite polymer Concrete Enclosure
   1. Size: 13-inch by 24-inch.
   2. Style: PD with no base with PG Cover.

2.07 LIGHTING CABINETS

A. Conform to Section 659.2 of the WisDOT Specs.
   1. The standard detail drawing "Lighting Control Cabinet 120/240 Volt" has been revised to include modifications to the requirements for the main breaker, utility wiring, and the elimination of the GFCI receptacles. Refer to the construction detail drawings for additional information.

2.08 PHOTO CONTROL

A. Intermatic K4021C

2.09 ELECTRIC SERVICE

A. Conform to Section 656.3.2 of the WisDOT Specs.

1. The City will submit the permit application for the electric service to Alliant Energy. The cost of the service installation by Alliant as well as all energy costs shall be paid for by the city.
2. The city shall be responsible for all coordination with Alliant Energy for the timely installation of the service lateral.
3. The contractor shall coordinate with the city. Contact Mike Willmas (920) 459-3444 10 days prior to starting work.

PART 3 – EXECUTION

3.01 SITE PREPARATION

A. Do not begin installation until final grading is complete.
B. Check location of underground work to very no conflicts exist.

3.02 UNDERGROUND CONDUIT

A. Excavate trenches for conduit to adequate width, depth, and proper slope as specified.
B. The trench sidewall shall be less than 6 inches from the edge of the conduit being installed.
C. The ends of the conduit shall be cut square and thoroughly reamed before installation. All burrs and rough edges shall be removed.
D. All conduit not terminating in at a pole or pull box shall be capped or plugged immediately upon installation, until wiring is installed.
E. Bottom of trench shall be undisturbed earth. If trench bottom is too low for proper grade, fill to proper level with sand and mechanically compact it.
F. Mechanically compact backfill.
G. Install warning tape 12" below finish grade over all conduits.
H. Install pull tape in each empty conduit

3.03 CONCRETE BASES

A. Constructed bases plumb and level.
B. The excavation shall be limited to the size required for the base to be constructed.
C. Construct the foundation to prevent subsequent settlement of the bases.
D. Do not construct bases in rock, wet conditions.
E. Install sand around all conduit connections to bases.
F. Install rebar, conduit and anchor rods as shown on the details.
G. Place the anchor bolts in pole bases so that the luminaire will be oriented perpendicular to the curb/street/sidewalk/parking lot or as indicated on the plan.
H. Cure exposed concrete footings using impervious coating, impervious sheeting or an alternative method as approved by City Engineer.
I. Do not install poles until concrete as reached 3,500 psi or 7 equivalent curing days as specified in WisDOT Specification 502.3.10

3.04 POLES

A. Clean each pole before installation
B. Protect pole from damage during installation.
C. Secure pole to anchor assemblies conforming to manufacturer's written instructions.
D. Ensure the centerline of the pole is vertical.

3.05 LUMINAIRES

A. Clean each luminaire before installation
B. Protect luminaire from damage during installation.
C. Secure luminaire to pole conforming to manufacturer's written instructions.

3.06 WIRING

A. Install conductors in continuous lengths without splices from termination to termination:
   1. Do not leave wire or cable ends uncovered or submerged in water.
   2. Make electrical connections and splices with a UL- or NRTL-approved mechanical-type connector.
B. For all cables entering each pull box or vault, except loop detector lead-in cables, provide an extra loop, approximately six feet (6') in length, to remain in each pull box or vault. This loop of cable is in addition to the amount needed to reach between each structure.
C. Individually fuse luminaires. Locate fuses at the pole hand hole.

3.07 SPLICES

A. Use hand holes in poles for splices and taps. Provide a minimum of 24-inches of additional wire for each splice.
B. Do not splice in pull boxes.

3.08 LIGHTING CABINET

A. Construction Cabinet Base in accordance with details and using same materials and requirements as specified for Concrete Bases.
B. Ensure cabinet is level.

3.09 ELECTRICAL SERVICE

A. Install in accordance with state and local codes and as required by the electric utility.

END OF SECTION

CITY OF SHEBOYGAN PUBLIC WORKS	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Erosion Control and Site Maintenance		
		Section:	31 25 00		
		Bid Number:	2477-23	Page:	1 of 3

PART 1 – GENERAL

1.01 SUMMARY

A. Provide erosion control devices at the locations shown on the drawings and as specified herein.

B. Maintain the work site as specified herein.

C. This is a standard City Specification. Materials and Items of work in this specification may not be required for all projects. Refer to Bid form and Plans to determine materials and items of work required.

1.02 DEFINITIONS

A. WisDOT Specs: Wisconsin Department of Transportation Standards Specifications for Highway Construction, latest Edition.

B. WisDOT PAL: Wisconsin Erosion Control Product Acceptability List (PAL), latest edition.

C. WDNR: Wisconsin Department of Natural Resources.

D. Technical Standards: Wisconsin Department of Natural Resources Storm Water Management Technical Standards

1.03 PERMITS

A. Comply with permits, if any, identified is Section 01 11 00 – Summary of Work.

1.04 PAYMENT PROCEDURES

A. Cost for erosion control shall be paid according to the various unit prices included in the Bid. If individual items are not included in the Bid, the cost of this work shall be considered incidental to adjacent utility and roadway construction work.

B. Site Maintenance, unless otherwise specified, is incidental to adjacent utility and roadway construction work.

1.05 QUALITY ASSURANCE

A. Erosion Control products not included in WisDOT PAL are not acceptable.

B. Submit product data in accordance with Section 01 14 00 – Work Restrictions.

PART 2 – PRODUCTS

2.01 WisDOT PAL

A. All products shall be as specified in current version of WisDOT PAL and WDNR Technical Standards.

PART 3 – EXECUTION

3.01 EROSION CONTROL REQUIREMENTS

A. Contractor shall not begin work until after initial erosion and sediment control devices are in place and approved by Engineer.

B. Comply with notes, if any, including the drawings.

C. Erosion control permits establish minimum erosion control measures required.

D. Furnish additional erosion control measures as needed based on the work plan and to adjust to field conditions.

E. Inspect all manholes and catch basins weekly or when requested by Engineer for materials that may be deposited in them. Remove and dispose of deposited material.

F. All erosion control measures shall be implemented in accordance with WDNR Technical Standards, available at: http://dnr.wi.gov/topic/stormwater/standards/const_standards.html

G. Construct temporary tracking at all vehicle entrances/exits to the site. Each pad shall be 25 feet wide and a minimum of 50 feet in length. The pads will be at least 12-inch thick consisting of 3 inches to 6 inches clear washed stone. Install tracking pads prior to any traffic leaving the site. Clean up sediment that leaves the site as soon as practical, no later than the end of the work day. Maintain tracking pad by scraping or top-dressing with additional aggregate.

H. Install silt fence parallel to the contours located downslope from the construction areas. Remove sediment and properly disposed of when the deposits reach half the height of the fence.

I. Install inlet protection in all downslope drainage inlets. Remove sediment and properly disposed of and restore to its original dimensions when the sediment has accumulate to half the design depth of the device.

J. Should dust be generated, it will be controlled by spraying the exposed grade with water. Water shall be applied at rates so that runoff does not occur.

K. The use, storage and disposal of construction materials such as chemicals, cement, compounds and other construction/building materials used on the site shall be managed to prevent their transport off site. All waste materials shall be properly disposed of in compliance with all Federal, State and Local requirements.

L. Stabilize the site with topsoil, permanent seed, fertilizer, mulch or erosion mat as detailed on the drawings to establish vegetation as soon as site disturbing activities have been completed. All seeded areas shall be watered for the first six weeks. Watering shall take place whenever more than 7 days of dry weather elapse. Stockpiles that are inactive for more than 14 consecutive days will be stabilized. Areas of exposed soils that will not see any land disturbing activities for a period greater than 30 days will receive temporary stabilization.

M. Excavated trench material shall be placed on the high side of the trench. Immediately following the pipe installation, the trench shall be backfilled, compacted and stabilized at the end of the working day.

N. Construction site diversion shall be used to intercept, divert and safely convey runoff on the site in order to divert clean water away from disturbed areas or redirect sediment laden waters to an appropriate sediment control device. Sediment shall be removed and properly disposed of once the deposits reach half the height of the diversion structure.

3.02 SITE MAINTENANCE

A. Maintain the project area and surrounding area by removing waste and rubbish on a daily basis.

B. Do not flush out concrete trucks or any other equipment onto existing completed public streets, walks, gutters, terraces, or boulevards.

C. At the completion of the work, remove all hubs, lath, signs, excess excavation and construction materials. Sweep roadway surface to remove surface contaminants and other debris.

D. Do not drag, push, or scrape material across or along the finished pavement or surface course.

E. Before requesting acceptance of the work, clean out soil, silt, or debris of drainage installations and structures constructed under the contract. Remove materials in other drainage installations or structures due to contractor's operations.

END OF SECTION

`PART 1 – GENERAL

1.01 SUMMARY

A. Provide base aggregate, concrete pavement, concrete sidewalk, concrete curb and gutter, concrete driveway, pedestrian curb and asphalt pavement at the locations shown on the drawings.

B. This is a standard City Specification. Materials and Items of work in this specification may not be required for all projects. Refer to Bid form and Plans to determine materials and items of work required.

1.02 DEFINITIONS

A. WisDOT Specs: Wisconsin Department of Transportation Standards Specifications for Highway Construction, latest Edition.

1.03 PAYMENT PROCEDURES

A. Unit Prices:
   1. Payment for Base Aggregate is on a per ton or square yard basis furnished as specified in the bid form.
   2. If Base Aggregate is included in an item of work, as identified on the bid form, payment for providing base aggregate is included in the unit price for that item.
   3. Payment for Subgrade Reinforcement is on a square yard basis furnished specified on the bid form.
   4. Payment for Breaker Run is on a per ton or square yard basis furnished and compacted as specified in the bid form.
   5. Payment for Concrete Pavement, Concrete Sidewalk and Concrete Driveway is on square yard basis furnished as specified in the bid form.
   6. Payment for Concrete Curb and Gutter and Pedestrian Curb is on linear foot basis furnished as specified in the bid form.
   7. Payment for Asphalt Pavement is on a per TON basis furnished as specified in the bid form.
   8. Include the cost of work specified in this section in the appropriate Bid Item.
   9. Include cost of joint sealing in the appropriate Bid Items.
   10. Payment for pavement marking is on a per LF basis furnished as specified on the bid form.

1.04 SUBMITTALS

A. Submit Product Data in accordance with Section 01 14 00 – Work Restrictions.
   1. Include in Submittal:
      a. Source of Aggregate
      b. Production Test Results
      c. Test Results.

PART 2 – PRODUCTS

2.01 BASE AGGREGATE MATERIALS

A. Furnish aggregate from WisDOT approved sources.

B. Conform to WisDOT Spec Section 305 for gradation requirements.
   1. Place 1.25-inch gradation under all concrete pavement, concrete curb and gutter, asphalt pavement, and driveways.
   2. Place 3/4-inch gradation under all sidewalks.

2.02 SUBGRADE REINFORCEMENT

A. Tensar TraiAx TX140 Geogrid.

2.03 BREAKER RUN

A. Furnish aggregate from WisDOT approved sources.

B. Maximum size: 6-inches

2.04 CONCRETE

A. Furnish aggregate from WisDOT approved sources.

B. Conform to WisDOT Specification Section 501.

2.05 CURB RAMP DETECTABLE WARNING FIELDS

A. Furnish Neenah Foundry R-4984-24B (Natural Patina)

2.06 JOINT SEALER

A. Hot-Poured elastic joint sealer conforming to ASTM D3405

2.07 ASPHALTIC MIX, APSHALTIC MATERIAL AND TACK COAT

A. Furnish aggregate from WisDOT approved sources.

B. Conform to WisDOT Specification Sections 450, 455 and 460.

C. Mix Design and thickness as shown drawings.

2.08 PAINT

A. Furnish paint from WisDOT approved sources.

2.09 SEED, FERTILIZER, AND MULCH

A. All shall be placed by hydro-seed methods.
B. Seed Mixture: Conform to WisDOT Standard Specifications Sec. 630.2.1.5.1.1.2, #40. Apply at a rate of 2 lbs/1000 sq. ft.
C. Mulch: Cellulose fiber mulch applied at the rate of 1500 lbs/acre.
D. Tackifier: Organic tackifier applied at the rate of 70 lbs/acre.
E. Fertilizer: Conform to WisDOT Standard Specifications Sec. 629 for Type Fertilizer. Apply at rate of 7lbs/ 1000 sq. ft.
F. Hydro-seeding application equipment shall incorporate an agitation system that will suspend and homogeneously mix the slurry.

PART 3 – EXECUTION

3.01 SUB BASE PREPARATION

A. Check subbase for soundness and elevations. Prepare subbase for base course placement by scraping down or filling irregularities. Compact subbase prior to base course placement.

B. Proof roll the prepared subbase. Make multiple passes to test entire area. Remove and replace areas where displacement in base (yielding, heaving, cracking or other signs of instability), in the opinion of the Engineer, is more than 1 inch under a fully-loaded tandem-axle dump truck. Excavate and backfill displaced areas with new base course material, compact, and retest. Do not begin placement of base course until deficient areas have been corrected.

3.02 BASE AGGREGATE PLACEMENT

A. Conform to the requirements of WisDOT Spec Section 305 for placement requirements and as modified herein.

B. Base aggregate shall extend 36-inches outside pavement and curb and gutter, or as specified on the drawings.

C. Existing base aggregate may be re-used with the written approval of the Engineer.

D. Maintain drainage during and after placement of base aggregate.

3.03 CONCRETE FORMS

A. Construct forms to the exact sizes, shapes, lines, and dimensions shown, and as required to obtain accurate alignment, location, grades, and level and plumb work in the finished concrete. All forms must be inspected and approved by the Engineer or his authorized representative, prior to placement of concrete.

B. Forms shall be straight and of sufficient strength to resist the pressure of the concrete without bending, tipping, and other deformation. Bracing and staking of forms shall be such that the forms remain in both horizontal and vertical alignment until their removal.

C. Forms shall not be removed from freshly placed concrete until it has hardened sufficiently to resist spalling, cracking or any other damage.

D. Curb Machines may be used to construct curb provided the curb can be constructed to the requirements of the specifications.

3.04 CONCRETE PAVEMENT AND DRIVEWAYS

A. Construct Concrete Pavement in accordance with WisDOT Spec Section 415 at the location and to the thicknesses the plans show and as modified herein.

B. Seal all joints in concrete pavement:

1. Place joint sealer in accordance to the manufacturer's instructions. All longitudinal, transverse, and construction joints shall be sealed prior to allowing any traffic on the pavement.
2. Joints shall not be sealed until they have been inspected and approved by the Engineer.
3. Should any spalling of the sawed edges occur that would in the judgment of the Engineer detrimentally affect the joint-sealing ability, such spalled areas shall be patched with an approved epoxy which shall be allowed to harden prior to installation of the joint seal. Each patch shall be true to the intended neat lines of the finished cut joint.
4. Application of the joint sealer shall be made when the joint surfaces are clean and dry. Joints shall be cleaned and dried to accept the sealing material in accordance to the manufacturer's recommendations.
5. All longitudinal and transverse concrete pavement joints, including the joint between the pavement and the curb and gutter and any joints in the curb and gutter shall be sealed. The sealant shall be tooled flush with or recessed up to a maximum of 1/16" ± 1/64" below the concrete surface. Overbonding will not be allowed. Material remaining on the surface of the pavement shall be removed without damaging the sealant in the joint.

3.05 CONCRETE SIDEWALK

A. Construct Concrete Sidewalk in accordance with WisDOT Spec Section 602 at the location and to the dimensions the plans show.

B. Construct Curb Ramp Detectable Warning Fields in accordance with WisDOT Spec Section 602 at the locations the plans show.

3.06 CONCRETE CURB AND GUTTER AND PEDESTRIAN CURB

A. Construct Concrete Curb and Gutter and Pedestrian Curb in accordance with WisDOT Spec Section 601 at the location and to the dimensions the plans show and as modified herein.

B. When constructed adjacent to new or existing concrete pavement, seal all joints in accordance with the Paragraph 3.04.B of this specification section.

3.07 ASPHALT PAVEMENT

A. Construct Asphalt Pavement in accordance with WisDOT Spec Sections 450, 455 and 460 at the location and to the thicknesses the plans show.

3.08 MILLING

A. Mill existing roadway in accordance with WisDOT Spec Section 204 at the location and to the depth the plans show.

3.09 PAVEMENT MARKINGS

A. Contractor to provide pavement markings as delineated in the construction documents in accordance with the Wisconsin Department of Transportation's Standard Specification.

END OF SECTION

PART 1 – GENERAL

1.01 SUMMARY

A. Payment for Sewer Televising of pipe installed or lined as part of this contract is incidental to the cost of pipe installation.
B. Payment for Sewer Televising of pipe not installed nor lined as part of this contract will be paid for under the appropriate unit price per linear foot, if included on the bid form.

1.02 REFERENCES

A. American Society for Testing and Materials (ASTM):
   1. ASTM 0543 Test Method for Resistance of Plastics to Chemical Reagents
   2. ASTM 0638 Test Method for Tensile Properties of Plastics
   3. ASTM 0790 Test Method for Tensile Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
   4. ASTM F1216 Rehabilitation of Existing Pipelines and Conduits by Inversion and Curing of a Resin-Impregnated Tube

1.03 SUBMITTALS

A. Submit Product Data in accordance with Section 01 14 00 – Work Restrictions.
   1. Include in Submittal:
      a. CCTV video and reports (pre & post lining, as appropriate)
      b. See "Requirements for Digital Data Delivery" following this specification section.

PART 2 – PRODUCTS

2.01 CAMERA

A. Closed Circuit Television Camera
   1. Television equipment shall include television camera, television monitor, cables, power source, lights and other equipment. The television camera shall be specifically designed and constructed for operation in connection with sewer inspection and include the following features:
      a. Pan and Tilt Radial View Color Sewer TV Camera
      b. 360-Degree Radial x 300 Degree Pan and Tilt Viewing Field
      c. Multi-Conductor
      d. Remote Adjustable Optical Focus, Remote Light Compensating Iris
      e. Automatic White Balance Circuitry, NTSC Color
      f. Lo Light, 3 Lux Camera
   2. The pan and tilt view camera to be specifically designed to provide a close-up view of sewer pipe walls and lateral entrances through the use of a low light sensitive camera, movable camera head and directional lighting. Unit to be color, and designed for operation through up to 2,000-feet of multi-conductor cable in sanitary and storm sewers. Chassis construction to be 100% solid state circuitry designed to withstand shocks and vibration normally sustained while being pulled through a pipe. The image pick-up device to be low light sensitive, 3 Lux, solid-state camera incorporating the latest high-resolution closed-circuit television technology. Operating climatic ranges of the camera is to be -10°C to +30°C, and up to 100% relative humidity.

3. The remote reading footage counter is to be accurate to 1% over the length of the particular section being inspected and mounted over the television monitor.

B. Cleaning Equipment
1. Sewer cleaning equipment shall consist of a jet cleaner with a vacuum/air transport debris removal system.
2. The water pump system on the cleaning vehicle must have the ability to pump between 50 to 65-gallons per minute at a pressure of 1,200 to 1,500 pounds per square inch. Units with pumps smaller than this will not be acceptable.

PART 3 – EXECUTION

3.01 TELEVISING STORM SEWER

A. Sewer Flow Control
1. When sewer depth of flow at the upstream manhole of the manhole section being worked is above the maximum allowable for television inspection, joint testing and/or sealing; reduce flow to the level shown below by operation of pump stations, plugging or blocking of the flow, or by pumping and bypassing of the flow, as specified.
2. Depth of flow shall not exceed that shown below for the respective pipe sizes, as measured in the manhole when performing television inspection.
   a. Maximum Depth of Flow — Television Inspection
   b. 6 to 10-inch Pipe — 20% of Pipe Diameter
   c. 12 to 24-inch Pipe — 25% of Pipe Diameter
   d. 27-inch and Larger pipe — 30% of Pipe Diameter
3. Plugging or Blocking: Insert a sewer line plug into the line upstream of the section being worked. The plug is to be designed so that all or any portion of the sewage can be released. During television inspection, testing and sealing operations, reduce flow to be within the limits specified above. After the work has been completed, restore flow to normal.
4. Pumping and Bypassing: When pumping and bypassing is required, supply the pumps, conduits and other equipment to divert the flow of sewage around the manhole section in which work is to be performed. The bypass system is to be of sufficient capacity to handle existing flow, plus additional flow that may occur during a rainstorm. Furnish the necessary labor and supervision to set up and operate the pumping and bypassing system. If pumping is required on a 24-hour basis, equip engines in a manner to keep noise to a minimum.
5. Flow Control Precautions: When flow in a sewer line is plugged, blocked or bypassed, take sufficient precautions to protect the sewer lines from damage that might result from sewer surcharging. Precautions must be taken to ensure that sewer flow control operations do not cause flooding or damage to public or private property being serviced by the sewers involved.

B. Preparation/Coordination
1. Dispose of any and all debris removed from the sewers during the cleaning process in compliance with all federal, state and local requirements. Pay any and all fees associated with the proper disposal of these materials. The City of Sheboygan will not have a disposal site available.

C. Television Inspection

1. Move camera through the line in either direction at a uniform rate, but no greater than 30-feet per minute, stopping when necessary to ensure proper documentation of the sewer's condition. Use manual winches, power winches, TV cable and powered rewinds, or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions, when moving the camera through the sewer line. If, during the inspection operation, the television camera will not pass through the entire manhole section, reset the equipment in a manner so the inspection can be performed from the opposite manhole.
2. In the event the section being televised has substantial flow entering the sewer between manholes, such that inspection of the sewer is impaired, coordinate with the owner of source of flow to have such flow temporarily stopped and/or reschedule television inspection of the particular section to a time when such flow is reduced to permit proceeding with the television inspection.
3. When sewer line depth of flow at the upstream manhole of the section being televised is above the maximum allowable for television inspection, reduce the flow to permit proceeding with the television inspection.
4. Whenever non-remote powered and controlled winches are used to pull the television camera through the line, telephones, use radios or other suitable means of communication set up between the two manholes of the section being inspected to ensure that adequate communications exist between members of the crews.
5. Check accuracy of the measurement meters daily by use of a walking meter, roll-a-tape or other suitable device. Begin footage measurements at the sewer line point of penetration of the upstream manhole, unless specific permission is given to do otherwise. Show footage on the video data view at all times.

D. Documentation of Television Results

1. Document television inspections through the use of an in-vehicle computer system;. All defects and general information on the pipe being viewed along with an index for retrieving the information must be supplied to the City of Sheboygan as part of the report.
2. Television inspection logs to be typed or computer printed, and be acceptable to the engineer. Printed location reports shall clearly show the location, in relation to adjacent manholes, of each source of infiltration discovered. In addition, record other data of significance, including the location of buildings and house service connections, joints, unusual conditions, roots, storm sewer connections, collapsed sections, presence of scale and corrosion, and other discernible features. Include a voice recording that makes brief and informative comments on the sewer conditions.
3. The measurement of distance to defects is critical in confirming the location of areas to be excavated.
4. Make color recordings of the data on the television monitor..
5. Include the following information :
   a. View:
      i) Report number
      ii) Date of Television inspection
      iii) Upstream and downstream manhole numbers
      iv) Current distance along reach

   b. Audio:
      i) Date and time of television inspection, operator name and name of adjacent street

ii) Verbal confirmation of upstream and downstream manhole numbers and TB direction in relation to direction of flow
iii) Verbal description of pipe size, type and pipe joint length
iv) Verbal description and location of each service connection and pipe defect
v) Type of weather during inspection

c. Computerized logs:
i) Location of each point of leakage
ii) Location of each service connection
iii) Location of any damaged sections, nature of damage and location with respect to pipe axis
iv) Deflection in alignment or grade of pipe
v) Record of repairs and quantity of sealing material used (if applicable)
vi) Date, time, municipality, street, basin, manhole section, reference manhole number, name of operator, inspector and weather conditions
vii) Pipe diameter, pipe material, section length and corresponding DVD identification

E. Cleaning Requirements
1. Remove all debris and sediment to assure that the storm sewer can perform as designed.

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3.02 TELEVISING SANITARY SEWER

A. Procedures
1. The intent of closed-circuit televising inspection (CCTI) is to observe and record the conditions of the sewer sections being inspected. The location of the laterals will also be documented on the report.
2. A minimum of one pass with a jet shall be made prior to televising
3. The television camera shall be moved through a sewer at a uniform rate, stopping when necessary to ensure properly documentation of the sewer. The television camera shall not be pulled at a speed greater than 30 feet per minute.
4. During the inspection operation, if the television camera will not pass through the entire sewer section, reset equipment in a manner so that the inspection can be performed from the opposite manhole. If, again, the camera fails to pass through the entire section, excavate and repair or replace the defective section. All costs for the reset and repair due to an obstruction will be incidental to the linear foot price for sanitary sewer.
5. If the camera becomes submerged due to a sag in the pipe, a high velocity jet will be utilized to pull water away from the camera lens. If the engineer deems that the sag is not acceptable, excavate and repair or replace the defective section of pipe. All costs for the reset and repair due to an obstruction will be incidental to the linear foot price for sanitary sewer.
6. If the camera becomes trapped within the sewer, it is the responsibility of the contractor to remove the camera. All costs for removal, including possible excavation and restoration are the responsibility of the contractor.

B. Inspection Logs
1. The logs shall be computer printed. One copy in a PDF format shall be supplied to the city. Television inspection logs must include the following:
a. Date, time, city, street, basin, sewer section, reference manhole number, name of operator, inspector and weather conditions.

b. Pipe diameter, pipe material, section length, depth of pipe, length between joints, and corresponding video recording identification.
c. Location of each point of leakage and estimate of flow.
d. Location of each service connection.
e. Location of any damaged sections, nature of damage, and location with respect to pipe axis (such as mineral deposits, cracked pipe, sags, etc.)

C. Recordings

1. The purpose of video recording is to supply a visual record and audio record of the condition of sewers. Recording playback shall be done at the same speed that it was recorded. Upon final payment of the work, all video recording shall become the property of the City of Sheboygan, and shall be in a digital format. A complete video and audio recording shall be made of each line televised. Recordings and packages shall be labeled with location information and inspection date. Television inspection reports shall include the following:
   a. Visual (On screen in corner):
      i) Report number
      ii) Date of television inspection
      iii) Sewer section and number
      iv) Current distance along reach (Tape counter footage)

   b. Audio:
      i) Date and time of televisions inspection, operator name, name of overlaying or adjacent street, and manhole numbers.
      ii) Verbal confirmation of sewer section and televising direction in relation to the direction of flow.
      iii) Verbal description of pipe size, type and pipe joint length.
      iv) Verbal description and location of each service connection and pipe defect.
      v) Type of weather during inspection.

END OF SECTION

CITY OF SHEBOYGAN
PUBLIC WORKS

Sewer Televising
Requirements for Digital Data Delivery

1) The City of Sheboygan uses ITpipes as the repository for their CCTV inspection data. The final format for delivery to the City of Sheboygan is in a file format that can be directly imported into ITpipes without manipulation of any kind by the City of Sheboygan.

2) The City of Sheboygan uses NASSCO's Pipeline Assessment and Certification Program (PACP) Coding format.

3) Inspections submitted with incorrect or missing data will be returned to the Service Provider for corrections at no additional cost to the City of Sheboygan.

4) Submit all sewer reports and videos to the Project Manager in the data format used by the Service Provider for review prior to converting to ITpipes format.

5) The final submittal to the project manager shall include the ITpipes software database file and videos in the approved structure and format. The Service Provider shall make all adjustments necessary to adhere to the required format specified herein.

6) For more information regarding data conversion to ITpipes format contact:
    a. e-mail: info@itpipes.com
    b. Phone: 1-877-487-4737
    c. Web: www.itpipes.com
    d. Ross Brown at ross@itpipes.com
    e. Ross Brown at (262) 347-7582

CITY OF SHEBOYGAN PUBLIC WORKS	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Sewer Pipe		
		Section:	33 05 09		
		Bid Number:	2477-23	Page:	1 of 2

PART 1 – GENERAL

1.01 SUMMARY

A. Perform sanitary, storm sewer and lateral work under this contract in accordance with the Standard Specifications for Sewer and Water Construction in Wisconsin, December 22, 2003, including Addenda 1 and 2, dated December 22, 2004 and April 22,2008, respectively, and as modified herein.

B. This is a standard City Specification. Materials and Items of work in this specification may not be required for all projects. Refer to Bid form and Plans to determine materials and items of work required.

1.02 DEFINITIONS

A. Standard Specifications: Standard Specifications for Sewer and Water Construction In Wisconsin, December 22, 2003, including Addenda 1 and 2, dated December 22, 2004 and April 22, 2008, respectively.

1.03 PAYMENT PROCEDURES

A. Unit Prices:
   1. Payment for Work under this specification is as defined in the Standard Specifications, as shown on the bid form, and as specified herein.
   2. If individual items are not included in the bid form, the cost of the work shall be considered incidental to adjacent utility and roadway construction work.
   3. Manhole lining will be measured by the Vertical Foot (VF) from the lowest invert in the manhole to the rim of the manhole casting.

1.04 SUBMITTALS

A. Submit Product Data in accordance with Section 01 14 00 – Work Restrictions.
   1. Include in Submittal:
      a. Source of Aggregate
      b. Production Test Results
      c. Test Results.
      d. Manufacturer's Written Instructions

PART 2 – PRODUCTS

2.01 PIPE MATERIAL – STORM SEWER

A. All pipe material shall be as follows and as specified in the bid form:
   a. Reinforced Concrete Pipe as defined in Section 8.6.0. Class III pipe, if not shown on the bid form or the drawings.
   b. Polyvinyl Chloride Sewer Pipe as defined in Section 8.10.0. SDR 35, if not shown on the bid form or the drawings.
   c. If no pipe material specified on drawings or bid form, either Reinforced concrete pipe or polyvinyl chloride sewer pipe as identified above will be allowed.

PART 3 – EXECUTION

3.01 GENERAL

A. Modify the Standards Specification as follows:

1. Paragraph 2.2.11(b) -Ten (10%) percent of the excavated material shall be changed to 100% of the excavated material.
2. Paragraph 2.2.15 - Unless otherwise specified, tree clearing and grubbing shall be incidental to the contract.
3. Paragraph 2.6.2 - Unless otherwise specified, all backfill in existing and/or proposed right-of-ways shall be sand as per Table 37.
4. Paragraph 2.6.3 - Unless otherwise specified, granular backfill credit shall be $10.00/c.y.. The trench width used shall be O.D. plus 36".
5. Paragraph 2.7.3(b) - Section 1-9 inclusive, all replacements shall be the same vertical dimensions and material as the original.
6. Paragraph 2.9.15(a) – Payment will be by the Each.
7. Paragraph 3.2.1(b) - A fan shall be used when a laser beam is in use at all times.
8. Paragraph 3.2.6 - All sewer pipe, unless otherwise specified, shall be bedded and filled to the spring line with bedding material conforming to Sections 8.43.2(a) as shown on the trench detail in these special provisions.
9. Paragraph 3.2.10(b) - All concrete pipe except elliptical pipe shall be rubber gasket type as per 3.2.11.

3.02 MAINTENANCE

A. All in-service manholes shall be kept clean and free of all construction materials and debris at all times. Contractor shall immediately remove any mortar, bricks, concrete chunks, dirt, etc. from manholes and shall be responsible for cleaning downstream manholes should construction debris be carried down line by flow during construction.

3.03 FOUNDATION STONE

A. Foundation stone is over and above the 4" bedding material as specified in the trench detail. Foundation stone will only be used when directed by Engineer.

END OF SECTION

PART 1 – GENERAL

1.01 SUMMARY

A. Section Includes:

1. Precast concrete manholes, catch basins, and inlets.
2. Castings and other components.
3. Adjusting concrete manholes, catch basins, and inlets.

1.02 DEFINITIONS

A. Standard Specifications: Standard Specifications for Sewer and Water Construction In Wisconsin, December 22, 2003, including Addenda 1 and 2, dated December 22, 2004 and April 22, 2008, respectively.
B. ASTM: American Society for Testing and Materials

1.03 PAYMENT PROCEDURES:

A. Unit Prices:
1. Payment for Manholes, Inlets, and Catch Basins are on a per unit EACH basis furnished as specified in the bid form.
2. Payment for adjusting Manholes, Inlets, and Catch Basins installed under the contract is incidental to the cost of the Manholes, Inlets, and Catch Basins.
3. Adjusting Frames, Lids, and Covers for Manholes, Inlets, and Catch Basins installed under the contract are incidental to the cost of the Manholes, Inlets, and Catch Basins.
4. Payment for Adjusting Manholes, Inlets, and Catch Basins not installed as part of this contract is on a per EACH basis as specified below:
   a. If the finished rim elevation to the top of unmodified Manholes, Inlets, or Catch Basin is equal to or less than 18-inches, payment will be as a Minor Adjustment.
   b. If the finished rim elevation to the top of unmodified Manholes, Inlets, or Catch Basin is greater than 18-inches, payment will be as a Major Adjustment.
   c. If the adjustment requires removal or replacement of a cone section or riser section, payment will be made by a separate bid item per EACH location.
   d. Payment for Adjusting Manholes, Inlets, and Catch Basins does not include the cost of the Frame, Lids, or Covers.
5. Payment for Frames, Lids, and Covers for Manholes, Inlets, and Catch Basins to be replaced under this contract is on a per EACH basis furnished as specified in the bid form.
6. Payment for Adjusting Manhole Covers for HMA Paving
7. Payment for Chimney Seals is on a per EACH basis furnished for each manhole as specified in the bid form.
8. Payment for External Joint Seals is on a per EACH basis furnished for each manhole as specified in the bid form.
9. Include the cost of work specified in this section in the appropriate Bid Item.

1.04 SUBMITTALS

A. Product data:

1. Manufacturer's specifications and other data needed to prove compliance with specified requirements.

2. Manufacturers recommended installation procedures.
3. Provide certification reports attesting that materials supplied meet referenced specifications.
4. Shop drawings for precast structures showing elevations and dimensions.

B. Submit in accordance with Section 01 14 00 – WORK RESTRICTIONS.

1.05 HANDLING AND DELIVERY OF MATERIALS

A. Inspect materials during unloading process and notify Engineer of cracked, flawed or otherwise defective material,

1.06 MAINTAINING SEWER SYSTEM

A. Maintain flow in sewers on continuous basis while construction is underway.
B. Plug sewers with inflatable plug. Provide pumps, portable generators, hoses, and related items appurtenant to the Work.
C. Sewer service lines to individual users may be disconnected for a period not to exceed 4 hours.
D. Secure manholes and structures immediately after completion or before suspension of operations at the end of working day with casting or suitable alternative device.
E. Mark structures susceptible to being hit by construction or vehicular traffic.

1.07 QUALITY ASSURANCE

A. Individual pre-cast manhole sections may be rejected because of any of the following reasons:

1. Fractures or cracks passing through shell, except for single end crack not exceeding depth of joint.
2. Defects indicating imperfect proportioning, mixing, and molding.
3. Surface defects indicating honeycombed or open texture.
4. Internal diameter of section varying more than 1% from nominal diameter.
5. Any continuous crack having surface width of 0.01 in. or more and extending for length of 12 in or more, regardless of position.

PART 2 - PRODUCTS

2.01 SANITARY SEWER PRECAST CONCRETE MANHOLES

A. Precast Sections:

1. Conform to ASTM C478.
2. Dimensions: As indicated on Drawings.
3. Structure Bases:
   a. Pre-cast integral with bottom section of manhole.
   b. Extend base 6" beyond outside of barrel section.
   c. Pre-cast invert.
   d. Outside Drop: Manhole bottom section to be pre-cast as monolithic base containing lower elbow for drop.
4. No "see through" lift holes.
5. No Manhole Steps.

6. Eccentric Cone.
7. Adjustment: Total height of adjustment shall be a minimum of three (3) inches and a maximum of six (6) inches.
8. Joints between Precast Sections: Rubber o-ring gasket type or Butyl Rubber Sealant.
9. Pipe to Manhole Connection:
   a. Rubber boot with stainless steel band.
   b. Watertight.
10. Mark each precast section with name or trademark of manufacturer and date of manufacture. Marking shall be indented into manhole section or painted with waterproof paint.

2.02 STORM SEWER PRECAST CONCRETE MANHOLES

A. Precast Sections:

1. Conform to ASTM C478.
2. Dimensions: As indicated on Drawings.
3. Structure Bases:
   a. Pre-cast integral with bottom section of manhole.
   b. Extend base 6" beyond outside of barrel section.
   c. No Pre-cast invert.
4. No "see through" lift holes.
5. No Manhole Steps.
6. Eccentric Cone or flat-top.
7. Adjustment:
   a. Eccentric Cone: Total height of adjustment shall be a minimum of three (3) inches and a maximum of six (6) inches.
   b. Flat-top: Total height of adjustment shall be a minimum of eight (8) inches and a maximum of twelve (12) inches.
8. Joints between Precast Sections: Rubber o-ring gasket type or Butyl Rubber Sealant.
9. Pipe to Manhole Connection:
   a. Fill Annular Space with Cementitious Non-Shrink Grout.
   b. Watertight.
10. Mark each precast section with name or trademark of manufacturer and date of manufacture. Marking shall be indented into manhole section or painted with waterproof paint.

2.03 STORM SEWER PRECAST INLETS

A. Precast Sections:

1. Conform to ASTM C478.
2. Dimensions: As indicated on Drawings.
3. Structure Bases:
   a. Pre-cast integral with bottom section of manhole.
   b. No Pre-cast invert.
   c. Sump, as identified in Drawings.
4. No "see through" lift holes.
5. Adjustment:
   a. Total height of adjustment shall be a minimum of three (3) inches and a maximum of six (6) inches.
6. Joints between Precast Sections: Rubber o-ring gasket type or Butyl Rubber Sealant.

7. Pipe to Manhole Connection:
   a. Fill Annular Space with Cementitious Non-Shrink Grout.
   b. Watertight.
8. Mark each precast section with name or trademark of manufacturer and date of manufacture. Marking shall be indented into manhole section or painted with waterproof paint.

2.04 FRAMES AND COVERS

A. Grey Iron meeting ASTM A48, Class 35B

B. Manhole Castings – Sanitary:

1. Neenah Foundry Frame: R-1550
2. Neenah Foundry Lid: Type "B" solid lid with self-sealing gaskets and concealed pick holes.

C. Manhole Castings – Storm:

1. Neenah Foundry Frame: R-1550-A
2. Neenah Foundry Lid: R-1050, vented lid.

D. Curb Inlet Castings:

1. Neenah Foundry Frame: R-3067
2. Neenah Foundry Curb Box: R-3067-7004 with the words "Dump No Waste Drains to Lake"
3. Neenah Foundry Grate: Type L

E. Curb Inlet Casting with Driveway Plate:

1. Neenah Foundry Frame: R-3067 with Curb Plate
2. Neenah Foundry Grate: Type L

F. Off-Road Inlet Manhole Castings:

1. Neenah Foundry Frame: R-1550-A
2. Neenah Foundry Lid: R-2050.

2.05 ADJUSTING RINGS

A. Concrete Adjusting Rings:

1. Precast concrete with steel reinforcements, meeting ASTM G-478

B. Expanded Polypropylene (EPP) Rings:

1. Cretex Specialty Products - Pro-Ring.
   a. Grade, Finish, and Angle Rings permitted.
   b. M-1 Structural Adhesive/Sealant.

2.06 CEMENTITIOUS NON-SHRINK GROUT

A. Premixed, non-metallic, high strength, non-shrink grout which meets the requirements of ASTM C-191 and C-827 as well as CRD-C-588 and C-621. When mixed to a mortar or "plastic" consistency, it shall have minimum one day and 28 day compressive strength of 6,000 and 9,000 psi, respectively.

2.07 INTERNAL CHIMNEY SEAL

A. Internal Chimney seal as manufactured by Cretex Specialty Products, or approved equal.

2.08 CAST IN PLACE BENCH

A. Pour Cast-in-Place bench with Grade A Concrete.

2.09 EXTERNAL JOINT SEAL

A. Flexible rubberized seal conforming to ASTM C923 held in place with stainless steel compression bands or butyl adhesive tape conforming to ASTM C877 or heat shrink sleeve over visco-elastic adhesive sealant.

B. Minimum Width: 9-inches

C. Approved Products:

1. Mac Wrap, Mar Mac Manufacturing, Company Inc.
2. NPC External Joint Seal, NPC, Inc.
3. EZ-Wrap, Press-Seal Gasket Corporation
4. Riser—Wrap, Pipeline Seal and Insulator
5. Infi-Shield Gator Wrap, Sealing Systems, Inc.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Trench, backfill, and compact for work of this Section shall be in accordance with pertinent provisions of Section 31 23 33 – TRENCH EXCAVATION AND BACKFILL.

3.02 MANHOLE INSTALLATION

A. Furnish and install structures in accordance with the Drawings.
B. Place precast manhole base on compacted granular subgrade of least 6-inches in depth.
C. Maximum allowable deviation from staked grade:
   1. Alignment: 0.30 feet.
   2. Elevation: 0.03 feet.
D. Place mortar in lift holes

3.03 STORM SEWER MANHOLE BENCH

A. Shape invert channels to be smooth and semicircular, conforming to inside of adjacent sewer sections.

B. Make changes in direction of flow with a smooth curve of as large a radius as size of manhole will permit.

C. Make changes in size and grade of channels smoothly and evenly.

D. Form invert channels directly manhole base, with concrete. On manholes with straight through pipe invert may be formed by laying full section sewer pipe through manhole and cleanly breaking out top half after surrounding concrete has hardened.

E. Smooth floor of manhole outside channels, and slope toward channels at not less than 1 inch per foot or more than 2 inches per foot.

3.04 SETTING CASTINGS / ADJUSTING CASTINGS –

A. New Structures
   1. Set at elevation shown on Drawings. If directed by Engineer, set at elevations to match existing or proposed pavement.
   2. Adjust castings to grade using concrete and EPP rings:
      a. Only a single concrete ring will be allowed.
      b. Do not use concrete rings less than 4-inches in thickness
      c. Use a minimum of 2-inches of EPP rings.
      d. EPP Rings shall be placed at the top, just below the casting.

B. Precast or Block Existing Structures without removal and replacement precast manhole section.
   1. Remove existing rings and/or bricks following details shown on the plans.
   2. Adjustments of 6-inches or less be in accordance with paragraph 3.04.A
   3. Set at elevation shown on Drawings. If directed by Engineer, set at elevations to match existing or proposed pavement.
   4. Adjust castings to grade using concrete and EPP rings:
      a. A maximum of 3 concrete rings will be allowed.
      b. Do not use concrete rings less than 4-inches in thickness
      c. Use a minimum of 2-inches of EPP rings.
      d. EPP Rings shall be placed at the top, just below the casting.

C. Precast or Block Existing Structures with removal and replacement of precast manhole sections.
   1. Remove and replace concrete barrel, cone sections, flat tops or block following details shown on the plans.
   2. Set castings in accordance with paragraph 3.04.A

D. Brick Manholes
   1. Remove exiting bricks to the depth identified in the plan.
   2. Follow details on plans to reconstruction with block or pre-cast sections.
   3. Adjust casting to grade in accordance with paragraph 3.04A

3.05 CONCRETE RINGS:

A. Secure adjustment rings with mortar, engineer-approved mastic, or other material approved by the Engineer.

3.06 EPP RINGS

A. Installation and surface preparation shall be in accordance with the manufacturer's instructions as modified below.

1. Installation and surface preparation shall be in accordance with the manufacturer's instructions.
2. The joint between the first grade ring and top of the manhole, catch basin, or structure shall be sealed using an adhesive/sealant meeting the requirements of Section 2.05.B.1.b.
3. If the top of the manhole, catch basin or pre-cast structure is not level or is irregular, then a cementitious non-shrink grout meeting the requirements of Section 2.06 shall be used. A bed of grout shall be placed on the top surface of the pre-cast structure and then the first grade ring shall be embedded and leveled into the bed of material.
4. The remaining joints between all manhole adjustment rings and the frame and cover or grate shall be sealed using an adhesive/sealant meeting the requirements of Section 2.05.B.1.b
5. No other materials shall be used in the construction of the grade adjustment area beyond those specified above. Prohibited materials include, but are not limited to wood or wood shims of any kind, concrete, brick, block, stones.

3.07 INTERNAL CHIMNEY SEAL

A. Install in accordance with Manufacturer's written instructions.

3.08 EXTERNAL JOINT SEAL

A. Install in accordance with Manufacturer's written instructions.

3.09 MANHOLE OVER EXISTING PIPE

A. Construct new manhole as specified, breaking upper half of existing pipe after base of manhole is completed so as not to obstruct flow of existing pipe.

3.10 TESTING AND INSPECTING

A. Do not allow or cause any of Work of this Section to be covered up or enclosed until after it has been inspected.

B. Precast reinforced concrete manholes, inlets, catch basins, risers and tops shall be subject to rejection for failure to conform to any specification requirements.

C. Cleaning:

1. Clean structures prior to final inspection for acceptance.

END OF SECTION

WATER UTILITIES

PART 1 – GENERAL

1.01 SUMMARY

A. This Section identifies specifications on watermain and appurtenances installation.

B. Watermain and appurtenances installation shall comply with chapters and sections of the referenced documents in Part 2 of this section.

C. Watermain and appurtenances shall be installed using parts identified in this section.

D. Payment of this section should be covered by line items referenced in section 00 41 43.

E. All watermain and appurtenances shall be provided by Contractor.

PART 2 – PRODUCTS

2.01 Standard Specifications for Sewer and Water Construction in Wisconsin - 6th Edition dated December 22, 2003 with Addendum No. 1 dated December 22, 2004 and Addendum No. 2 dated April 22, 2008

2.02 PVC pipe, as noted on the plans or bid documents, shall conform to AWWA C-900 or C-905, latest revision, have the O.D. of ductile iron and have a pressure class rating of at least 150 psi and a dimension ratio of 18 or stronger.

2.04 The 12" ductile iron pipe and hydrant leads shall be ductile iron, class 52 minimum.

2.05 All fittings shall be ductile or cast iron. Minimum working pressure rating shall be 250 psi, except that for ductile iron fittings 24" and smaller, the minimum working pressure rating shall be 350 psi. Joints shall be mechanical, unless otherwise specified. All cast or ductile fittings shall be cement-lined on the interior flow way, unless epoxy-coated; per the standard specifications. Special fittings and accessories, not otherwise covered in the Contract Documents, shall conform substantially with other fitting requirements and be compatible with the existing and proposed pipe materials. Significant deviations, if any, shall be stated in writing to and approved by the Engineer.

2.06 Hydrants shall be:

A. Clow Eddy F-2640
B. Waterous WB-67B-250, with 16" upper standpipe section, or
C. Kennedy K81-D,

in conformance with the following specific requirements:

a. Traffic flange and frangible stem coupling construction required.
b. Two 2-1/2" Hose nozzles and one 4-1/2" Pumper nozzle, all with National Standard Fire Hose Coupling Screw Thread, required.
c. 5-1/4" nominal diameter of main valve opening.
d. Inlet connection shall be 6" mechanical joint with gland, rubber gasket, and high-strength, low-alloy bolts and nuts.
e. Operating nut and cap nuts shall be 1-1/2" pentagon measured from point to opposite flat (National Standard), and open left (counter-clockwise).
f. Caps shall be furnished with corrosion resistant metal chains and gaskets.
g. Pressure activated seals shall be the O-ring type.
h. Exposed exterior above proposed ground line shall have been cleaned and primed, as per AWWA, and finished with OSHA safety red enamel. (Repainting over finish coat of a different color is not acceptable.)
i. No drain, or drains shall be plugged with manufacturer approved plug.

2.07 Gate valves shall conform to the latest revision of AWWA C509 (resilient-seated) or AWWA C515 (ductile body resilient-seated). When gate valves are specified in sizes 4" through 12", they shall be of the resilient-seated type and in conformance with the following specific additional requirements:

a. Valves shall be intended for direct burial in an essentially vertical position in horizontal pipelines and be of the non-rising stem design, with O-ring stem seals, standard size (2") wrench nut, and opening left (counter-clockwise).
b. Valve ends shall be mechanical joint, unless otherwise specified, complete with standard joint accessories conforming to the latest revision of ANSI/AWWA C111/A21.11, except that the MJ bolts and nuts shall be the high-strength, low-alloy steel, and that gaskets shall <u>not</u> be lead-tipped.
c. Gland and bonnet bolting materials shall be 304 stainless steel, factory installed prior to testing.
d. Internal and external surfaces of the valve body and bonnet shall be epoxy coated, in accordance with the latest revision of AWWA C550.

2.08 12" valves and less shall be the resilient-seated type. In areas of less than 6' of cover, Engineer may require the butterfly type. Valves larger than 12" shall be butterfly, unless otherwise specified.

2.09 Unless otherwise specified, butterfly valves shall be of the mechanical joint body type, and have a pressure rating of not less than Class 150B. Valves shall open left (counter-clockwise).

2.10 Valve boxes shall be entirely of cast iron (Tyler Series, USA Made) in accordance with the

requirements of this section. Box lids shall be drop type, with 1-1/2 inch skirt, marked "WATER", sized to fit properly.

2.11 Valve boxes for use with gate valves and air release assemblies shall be three-piece, Tyler Series 6860, with base section as required for valve size.

2.12 Top sections and risers which are less than 10" in length shall not be allowed.

2.13 Temporary water shall be constructed entirely with NSF 61 approved materials.

2.14 12 mil, polyethylene wrap is required on this project.

2.15 Where joint restraint is required per the plans or specifications, Contractor shall install retainer glands ("Megalug®" by EBAA Iron, Inc., or equal), manufactured harnesses, and/or locking push joint gaskets, and where not feasible install "Cor-Ten®" tie rods (quantity per joint per manufacturer's load table) and appurtenances ("Star™" Joint Restraint System, or equal.) If additional excavating is yet to be done and/or backfilling is not completed or well compacted, or for his desire, Contractor should install additional restraint, and may use blocking or buttressing, if per Engineer's approval.

2.16 Permanent manual air relief assemblies shall be of 1" soft copper tube, with all fittings of brass, and water valve box and base of cast iron. Top end of copper tube shall be fitted with a brass garden hose thread fitting w/brass garden hose cap (See Exhibit C.) A saddle and 1" ball-style corporation stop (w/flared outlet), and a 90 degree swivel (quarter bend, i.e. FCTxFC/Ford L04-44S, or equal) is to be furnished, and all installed by Contractor. Bend should attach to corp to keep installation as deep as possible. Brass nipples and pipe are <u>not allowed</u>. (A union may be placed near the top of the discharge tube for temporary lowering to trim road gravel prior to paving.)

2.17 Mechanical joint valves shall be complete with standard joint accessories conforming to the latest revision of ANSI/AWWA C111/A21.11, except that the mechanical-joint bolts and nuts shall be the high-strength, low-alloy steel, and that gaskets shall <u>not</u> be lead-tipped. Bolting materials shall be coated with a non-sticky, non-brittle petroleum asphaltic coating by Contractor prior to installation, if not already coated by supplier with a similar corrosion-inhibiting material.

2.18 Water Main and Sampling Procedure, found in the appendix.

<u>PART 3 – EXECUTION</u>

3.01 Temporary Water System

A. The Contractor shall design, furnish, install, disinfect, and maintain an external temporary water supply system capable of utilizing water from the public water distribution system to provide water to each property along the project. In cases where property is multi-occupancy, the Contractor shall design and coordinate with the property owners, a connection to provide water to all parties.
B. The system shall be designed to provide properties safe water with minimum pressure of 35 psi and flow of 10 gpm, 24 hours a day, 7 days a week, with minimal disruptions and without the use of a pump. The system shall utilize a manifold with individual services to each property.

C. The temporary manifold shall be live tapped to the existing water main for supply and utilize back flow prevention devices at or near the point of connection to the municipal distribution system. All temporary water shall be trenched and buried under the road when crossing streets and/or other areas as necessary to accommodate traffic.

D. Layout and design of temporary water supply system shall be submitted for review at least one week prior to preconstruction meeting. All temporary water systems shall pass Sheboygan Water Utility Bacteriological Testing Procedure prior to being opened to the distribution system and put into service. The temporary water supply shall be actively feeding each property prior to water main or service work occurring fronting the property.

3.02 Excavations must be conducted in accordance with OSHA Standard CFR 1926.60. General requirements include:

A. A safe means of egress must be in all trench excavations that are 4 feet or more in depth.

B. Daily inspections of trench, adjacent areas, and protective systems must be conducted by the Contractor's designated Competent Person, as defined in Preamble 29 CFR 1926.650-652.

C. Contractor must provide safe trenches. Utility personnel will refuse to enter trenches not in conformance with OSHA standards.

D. All trenches shall be backfilled completely, as soon as practical, and maintained to accommodate local traffic.

E. Open excavations must be barricaded off and completely covered with ¾" plywood if left unattended.

F. Contractor to use an OSHA compliant shield or trench box when completing work. The Water Utility reserves the right to stop work due to unsafe working conditions.

3.03 General Construction

A. Perform construction within existing R/Ws, and easements and/or construction licenses shown on the plan. Any construction activity (excavating, stockpiling, tree removal, etc.) on private property beyond the above-stated limits shall only be with Contractor's receiving prior approval from the corresponding jurisdiction or private property owner.

B. Underground utilities and structures that might conflict with the location of proposed facilities and require adjustments to the design shall be exposed adequately and far enough in advance of construction, to allow Engineer reasonable time to check for conflicts and make the necessary adjustments, without additional compensation for delays.

C. Provide adequate notice (a minimum of 3 working days or more) to utility owners of facilities such as poles and anchors that may need to be supported or relocated by them, prior to excavating, and accommodate such needs.

D. Trees and bushes, located within the R/Ws and easements secured for the work shall be saved if possible unless being removed by City or otherwise specified, but if damaged, shall be trimmed if suitable to Engineer, otherwise removed, and if removed, need not be replaced. Cost of clearing and grubbing shall be incidental to the Contract.

E. Granular backfill conforming to Section 8.43.4 of the Standard Specifications shall be used for backfill in all areas shown on the plans, and in areas where excavated material is deemed not suitable by Engineer.

F. Wherever excavated material is deemed suitable by Engineer for use in place of required granular backfill, a credit of $10.00 per cubic yard shall be taken by the Utility for each in place cubic yard of such material required, based on an average width of trench of pipe O.D. plus 36".

G. Crushed road gravel conforming to Section 8.43.7 shall be used for the top 12" of backfill under and within 18" horizontally of existing pavements or proposed pavements, curbs, parking lots, driveways, and other areas when noted on the plans.

H. All backfill, whether granular or excavated, shall be consolidated by **mechanical means**, in compacted lifts of 18" maximum; 12" for clay. Consolidate all backfill to minimum 95% maximum density as determined by ASTM D698, (Standard Proctor).

I. Utility shall, at it's expense, contract with an independent firm to perform compaction tests and sieve analysis on granular backfill. Four compaction tests shall be taken within the *first* 400 feet of water main trench, and then two for each *additional* 400 feet of trench or fraction thereof, at locations determined by the Engineer. One sieve analysis shall be performed for every 1000 feet or fraction thereof. All costs to accommodate testing shall be incidental to the respective work. All tests shall be at depths between 2' and 4' below finished grade, with Contractor to re-

excavate and properly backfill and compact each test site. All costs to accommodate testing shall be incidental to the respective work.

J. Unless otherwise noted on the plans, at reducers, the transition in payment for lineal foot of water main and/or hydrant leads shall be made at the center line of reducer, with half of the laying length paid at the larger diameter and the other half paid at the smaller diameter, when such bid items exist.

K. Contractor shall use care when handling and backfilling hydrants so as not to damage the paint, especially when backfilling with stone. Hydrants shall also be kept clean, and accessible once they are put into service. Utility will provide a yellow "Hydrant Out of Service Marker" for each hydrant, unless bagged, until the hydrant is put into service.

L. Contractor shall salvage all mechanical joint valves and fittings, hydrants and valve boxes in immediate area of tie-in to existing mains, or as otherwise noted on the plans; including sections of ductile iron pipe and iron valve boxes and covers, if in reasonably good shape, for pick up by Utility. Any pipe, if being abandoned, shall be left in place and the ends bulk-headed. Any such materials removed in the course of the work, but not being salvaged by Utility, are to be properly disposed of, off site, by Contractor. Costs of removal and abandonment shall be incidental to water main construction.

M. Insulating boards (extruded polystyrene) shall be used in lieu of insulating concrete unless specifically approved in writing by Engineer. They shall be placed in minimum dimensions of 2' wide x 4' long x 1" thick, with no gaps between adjacent sheets. They shall be centered over and to a width extending at least 12" beyond each side of pipe. See also File No. 48. Thickness shall be as specified by Engineer. Generally it shall be figured as at least 2" thick for every foot or fraction of a foot that the existing (or future, if lower) cover from finished grade is less than 6' (5.5' for 8" thru 16" and 5' for water lines greater than 16" in diameter). In extreme cases, typically where the cover will be less than 4.5', the sides of the water line shall also be insulated (typically 2" thick), from the flat insulation down to a point even with the bottom of the water line. Insulation is required above and on the near side of water mains and services whenever the water line is within close proximity of a catch basin, manhole, culvert, large storm sewer or other object of susceptibility for freezing, and as otherwise shown on the plans. Care shall be taken to avoid scratching the water pipe with the backhoe bucket. If scratched, it shall be repaired per 4.4.4. These requirements shall also be applied to existing water main when and where Contractor is explicitly required to insulate.

3.03 Incidental Work: Work specified in this subparagraph is incidental work. The following items include cost in unit price bid items identified, but not limited to this or other sections.

A. Excavation:

a. Include cost of sawing and breaking pavement in unit prices bid for water main.

b. Include cost of excavation of soils for installation of water main and associated appurtenances in unit prices bid for water main.
c. Include cost of sheeting, shoring and bracing materials, including installation and removal in unit prices bid for water main.

B. Include cost of dewatering excavation in unit prices bid for water main.
C. Include costs for disposal of material in unit prices bid for water main.

D. Include costs for pipe bedding, pipe cover, trench backfill, and road bedding in unit prices bid for water main.

E. Include costs of insulation for water main and appurtenances, as indicated in plans and as directed by engineer, in unit prices bid for water main.

F. Include costs of all materials, testing and all work associated with installation of tracer wire in unit prices bid for water main.

G. Include all associated costs for installing and maintaining the trench and trench surface until the dates determined elsewhere in the contract in unit prices bid for water main.

H. Pavement, sidewalk, driveways and curb and gutter:

a. Include cost of replacing any damaged or removed concrete pavement, sidewalk, driveways, curb and gutter in the respective unit prices bid for water main.

I. Thrust blocking and restraining water main:

a. Include all associated costs of thrust blocking and water main restraint in unit prices bid for water main.

J. Polyethylene wrap:

a. Include costs of 12 mil polyethylene wrap for all ductile iron pipe, fittings, valve boxes, hydrants, services and other ductile iron and cast iron appurtenances in unit prices bid for water main.

K. Tracer Wire:

a. Include costs of all materials, testing and all work associated with installation of tracer wire in unit prices bid for water main.

L. Erosion and Sediment Control:

a. Include costs of erosion and sediment control in unit prices bid for water main.
b. Include costs of dust control and sweeping roadway in unit prices bid for water main.

M. Tree Clearing and Grubbing:

a. Include cost for clearing or grubbing in unit prices bid for water main.
b. Replacement trees or shrubs and new trees and shrubs shall be included in unit prices bid for water main.

N. Traffic Control:

a. Include all associated costs to design, implement and maintain traffic control items in lump sum price bid for traffic control.

O. Utility and Lateral Crossings:

a. Include cost of utility company to relocate or reinforce poles, ties or anchors, and expose existing utilities in unit prices bid for water main and services.
b. Include cost of locating and excavating, as needed, existing utilities to confirm their location and elevation in order to plan for avoiding interferences in unit prices bid for water main construction. Laterals damaged due to construction activities shall be restored and repaired at the cost of the contractor.
c. Design of pipe support and supporting existing sewers, water main and all other utilities and laterals shall be included in unit prices bid for water main.

P. Removal and abandonment of existing water main, hydrants and associated appurtenances shall be included in the unit prices of water main.

Q. Trench Maintenance:

a. Include all associated costs for installing and maintaining the trench and trench surface until the dates determined elsewhere in the contract in unit prices bid for water main.

R. Copper Service Reconnect:

a. Include all associated costs to furnish, install and reconnect existing copper service, where plans indicate, in unit prices bid for copper service reconnect. Include all associated material, labor and equipment for excavation, backfill and pavement restoration required for service reconnect in unit prices bid for copper service reconnect.

S. Temporary External Water Supply System:

a. Include all associated costs to design, furnish, install, disinfect and maintain external water supply system in unit prices bid for Temporary External Water Supply System.
b. Include all costs to provide a standby contact, available 24 hours a day for emergency situations in unit prices bid for Temporary External Water Supply System.

3.04 Bid price for "reconnect existing copper water service" shall be the price paid for each existing copper service (of a particular size) that is being reconnected from the main being abandoned to the new main being installed, when such bid item exists.

3.05 Tracer wire shall be installed continuously, along the entire length of all non-metallic pipelines) being installed, with surface termination points installed near each end of the tracer wire, and at intermediate points, as required in the Standard Specs. Tape at intervals less than 10' or continuously, if necessary, to maintain its position on top of the pipe. Final testing of the tracer wire will be performed by the Utility; discontinuities shall be repaired by the Contractor.

3.06 Water Main Construction

A. Additional crushed stone required for trench stabilization beneath the first 3" will be paid for according to the bid item for 1-1/2" foundation stone. Bid price shall include cost of furnishing and placing material, as well as costs of additional excavation, sheathing, shoring, dewatering, and disposal of excess material attributable to this item. In order to receive compensation for this item, authorization shall be received from Engineer whenever and wherever bottom is unsuitable for pipe support. Payment shall be based on compacted volume computed by multiplying actual depth not to exceed the amount authorized, commencing 3" below bedding material, by average width not to exceed O.D. of pipe plus 24", by length equal to length of trench stabilized, as witnessed by Engineer.

B. Bedding and cover material shall be sand conforming to Sec. 8.43.2(c), as shown on File #36 in the Standard Specifications, except that cover material shall extend to 12" over pipe.

C. Wherever excavated material is deemed suitable by Engineer for bedding and cover material, a credit of $10.00 per cubic yard shall be taken by the Utility for each in place cubic yard of cover and bedding material required, based on an average width of trench of pipe O.D. plus 24".

D. Valves, hydrants, and special fittings may be supported in vertical positions on solid concrete block or concrete support. If wood blocking and shims are used, they shall be of good quality hardwood. Loose and soft ground shall be removed and replaced with stone and blocking of size sufficient to provide stable and unsettling support.

E. Solid concrete block and/or hardwood buttressing of equivalent dimensions shall be substituted for concrete behind hydrants and beyond tees, crosses and dead-ends which may be extended in the future, provided they can be placed against firm, undisturbed trench walls,

and perpendicular to direction of thrust. If adequate support against firm, undisturbed earth cannot be obtained for buttressing, submit thrust restraint design to Engineer for approval.

F. All unwrapped joint restraint rod & clamps shall be *thoroughly* coated for corrosion protection with an approved bituminous protective coating, per Section 4.9.3.

3.07 Polywrapping

A. All installed iron piping shall be wrapped; including valves, valve boxes, fittings and hydrant. Polywrapping shall be incidental to the cost of water main construction. Polywrapping of service connections shall be incidental to the price bid for that work. Repairs to damaged polyethylene must be made by covering defect with polyethylene and/or approved tape; duct tape alone is not allowed. Any damage to the coating on existing iron water lines remaining in service must be repaired with an approved bituminous protective coating.

3.08 Air Relief Assemblies

A. For manual air relief assemblies the standard cast iron box must be blocked so that it does not rest directly on water main or copper tube. A curb stop and box, per specs, shall be installed in the water valve box. The stop box lid shall be replaced with a snug fitting plastic cap instead. A (90 degree) swivel quarter bend (i.e. FCTxFC/Ford L04-44S or equal) shall be installed at outlet of the 1" ball-style curb stop (i.e. flared outlet Ford B22-444M, B22-444SWM, or equal) so to eliminate a sweeping loop in the copper tube. Bend should attach to stop to keep within valve base. A "stop & waste" style curb stop is preferred. In lieu of a "stop & waste" style, a small weep hole shall be drilled at the base of the riser. Existing and proposed depth of cover at curb stop valve shall be at least 5'-6". If necessary, set the assembly alongside the main, and insulate (per section 4.17.2) the portion between corp and curb stop which has less than 5'-6" of existing and/or proposed cover. Cost of insulation shall be incidental to air relief assembly.

3.09 Hydrostatic Testing

A. A combined pressure and leak test typically will be allowed. It shall be performed by Contractor and witnessed by Utility, during normal working hours, with no charge to Contractor for successful tests (if any fail, they will be charged at regular rates) for such witnessing.

B. Though a test section may include more than one segment, any and all intermediate valves shall be at least momentarily checked to see that they hold system pressure, including hydrant lead valves. When practical, they shall be checked for 100% shutoff in each direction.

C. The pressure & leak test gauge shall be at least 2.5" diameter with a range of no more than 200 psi or 4" diameter with a range of no more than 300 psi. The gauge shall read in increments not to exceed 5 psi in the testing range.

D. The duration of the "final" pressure test shall be two hours. The duration of the "final" leakage test, if needed, shall be two hours.

3.10 Bacteriological Testing

A. The Contractor shall provide a hydrant nozzle valve for each hydrant to facilitate flushing, if desired. Temporary sample cocks and fittings, when necessary, shall be furnished, installed and removed by Contractor, and main plugged, in presence of Engineer, with watertight cc threaded brass plugs, or suitable plug on outlet of corp when attached to a saddle, at completion of sampling. (For an example of a flushing & sampling assembly, see Detail on Plan.)

B. All work associated with flushing and sampling must be performed in accordance with "Water Main Testing & Sampling Procedures," found within the appendix.

C. Contractor shall provide chlorinating materials and equipment. Permatex No. 1 is not allowed. Tablets, if used, shall be attached with **USDA approved food grade adhesives**, such as Permatex Form-a-gasket No. 2 and Permatex Clear RTV Silicone Adhesive Sealant.

D. When flushing mains, **highly chlorinated water shall be thoroughly de-chlorinated,** by approved methods. New mains shall be flushed, when possible, at a min. velocity of 2.5 ft./sec., prior to sampling and being put into service.

WATER SERVICE CONNECTIONS

PART 1 – GENERAL

1.01 SUMMARY

A. This Section identifies specifications on excavation, and water service installation.

B. Water service connections shall comply with chapters and sections of the referenced documents in Part 2 of this section.

C. Water service connections shall be installed using parts identified in this section.

D. Payment of this section should be covered by line items referenced in section 00 41 43.

E. The saddles, taps, and corporation stops shall be provided by Contractor.

PART 2 – PRODUCTS

2.01 Standard Specifications for Sewer and Water Construction in Wisconsin - 6th Edition dated December 22, 2003 with Addendum No. 1 dated December 22, 2004 and Addendum No. 2 dated April 22, 2008

2.02 Minneapolis pattern curb stop boxes shall be used for all installations, with a minimum inside diameter of 1.25". (Shut off rods are not to be furnished.) Length shall be such that there is at least 4" of telescopic adjustment in either direction. (NOTE: When using standard 7' boxes, the service will have to be about 6 ½' deep to allow adjustment both up and down.) Boxes shall be of iron and/or steel composition, the upper section of steel. Lids shall be included, with standard 1-1/4" pentagon brass plug, and be of cast iron with the marking "water". Pre-approved service boxes are

A. A.Y. McDonald #5614 w/1514L lid, Ford #EM2, or Mueller equal; with appropriately sized base to fit the curb stop valve thread.

2.03 Curb stops that are cast into sidewalks shall be Neenah R-7506C style boxes, with a cover marking "water".

2.04 Inlet, ball & outlet sizes of corps are to be of the same size, and no smaller than the service size required. Outlets shall be "straight" for service connections. Outlets may be copper flared. Compression joints shall provide high pull-out resistance. Corporations (and saddles where used) shall provide electrical continuity from tube to main. Ball

style corps are required; plug style are not allowed.

2.05 Saddles shall be appropriately sized to fit the pipe. Saddles with iron bodies in particular must have a close range for use on PVC. Outlets shall be AWWA thread.

2.06 Pre-approved models of 1" curb stops (compression inlet-C.T.S. x compression outlet-C.T.S.) are:

A. A.Y. McDonald #6104Q or #6104-22,
B. Ford #B44-444M-Q, and
C. Mueller #H-15155 and #B-25155.

2.07 Water service installation, repair or replacement piping shall be either type "K" soft copper, PVC, PE or ductile iron, class 52 min.

PART 3 – EXECUTION

3.01 Materials Identification

A. Contractor is responsible for line tracing the water services prior to construction or road sawing. Water services are private infrastructure, and the Water Utility cannot guarantee the exact locations. Any concrete that needs to be replaced due to incorrect line tracing is incidental to the bid for water service replacement, water main to curbstop.

B. Contractor is responsible for identifying service materials prior to any concrete disruption in the street or the property. Existing copper or plastic services should not be replaced as part of this project.

3.02 Excavations must be conducted in accordance with OSHA Standard CFR 1926.60. General requirements include:

A. A safe means of egress must be in all trench excavations that are 4 feet or more in depth.

B. Daily inspections of trench, adjacent areas, and protective systems must be conducted by the Contractor's designated Competent Person, as defined in Preamble 29 CFR 1926.650-652.

C. Contractor must provide safe trenches. Utility personnel will refuse to enter trenches not in conformance with OSHA standards.

D. All trenches shall be backfilled completely, as soon as practical, and maintained to accommodate local traffic.

E. Open excavations must be barricaded off and completely covered with ¾" plywood if left unattended.

F. Contractor to use an OSHA compliant shield or trench box when completing work. The Water Utility reserves the right to stop work due to unsafe working conditions.

3.02 Incidental Work: Work specified in this subparagraph is incidental work. The following items include cost in unit price bid items identified, but not limited to this or other sections.

A. Excavation:

a. Include cost of sawing and breaking pavement in unit prices bid for water services.
b. Include cost of excavation of soils for installation of water services and associated appurtenances in unit prices bid for water services.
c. Include cost of sheeting, shoring and bracing materials, including installation and removal in unit prices bid for water services.

B. Include cost of dewatering excavation in unit prices bid for water services.
C. Include costs for disposal of material in unit prices bid for water services.

D. Include costs for pipe bedding, pipe cover, trench backfill, and road bedding in unit prices bid for water services.

E. Include costs of insulation for water main and appurtenances, as indicated in plans and as directed by engineer, in unit prices bid for water services.

F. Include costs of all materials, testing and all work associated with installation of tracer wire in unit prices bid for water services.

G. Removal and abandonment of existing water services associated appurtenances shall be included in the unit prices of water services.

H. Include all associated costs for installing and maintaining the trench and trench surface until the dates determined elsewhere in the contract in unit prices bid for water services.

I. New Water Service Connections:

a. Include all associated costs to furnish and install materials required to connect 1" copper or plastic services as contract documents indicate, in unit prices bid for water services.
b. Include costs to locate existing service material prior to connection in unit

prices for water service connections.

3.03 Tracer wire shall be installed continuously, along the entire length of all non-metallic pipelines) being installed, with surface termination points installed near each end of the tracer wire, and at intermediate points, as required in the Standard Specs. Tape at intervals less than 10' or continuously, if necessary, to maintain its position on top of the pipe.

3.04 Water services and curb stop boxes shall be placed where and at the elevation designated by the Water Utility and/or the City DPW or Plumbing Inspector, and all materials furnished and installed in accordance with the City of Sheboygan plumbing code.

3.05 All ends on copper tubing shall be reamed to remove any burrs. All service work shall be inspected for proper use of materials and workmanship, adequate depth and location, visually for leaks, measured and recorded, all by the Utility's and/or City's inspector, prior to backfilling.

3.06 Any water service damaged by the Contractor shall be properly repaired at the Contractor's expense. This work shall meet all State and local plumbing codes.

3.07 Contractor should relocate curbstop boxes that fall within driveways, curbing, sidewalks or other concrete structures.

3.08 Residential Meter Settings- The following specifications provide consistent standards for water meter settings in the City of Sheboygan. Based on information obtained from American Water Works Association (AWWA) standards, Badger Meter Inc., and Master Meter Inc., these specifications help to ensure the meter's accuracy and the safety of workerswho must maintain meters.

A. **Horns:** Meter horns are required on all residential installations, including single and multiple dwelling units. Horns must not have built-in backflow prevention. Meter horns are not required on existing installations unlessthe entire meter setting must be rebuilt. Meter horns have a 7 1/2" inch laying length.
B. **Valves:** All meter settings must have two valves (inlet and outlet). Existing installations with only a functional inlet valve are acceptable. If an existing setting has two valves in need of replacement, then the setting will need to be rebuilt, including the addition of a horn. Outlet valves shall not be installed closer than12" from the meter horn flanges. Multiple dwelling and commercial settings must have a lockable in-valve, minimum ¾", plumbed directly to the horn. Valves with removable handles are not acceptable.
C. **Support:** All meter horns shall be full pipe clamped to the wall or floor within 6" inches of the inlet and outlet of the horn. All support hardware must be compatible material to reduce the potential

for galvanic actionwith the piping. Support hardware cannot distort, cut, or abrade the piping and must be sufficiently rigid to support the piping and its contents. Radiator clamps and pipe rests are not acceptable means of support.

D. **Clearance:** All meter settings shall maintain 18" of unobstructed space from the floor to center pipe of themeter. The center pipe of the meter shall be no higher than 48" from the floor. A minimum of 12" of unobstructed space must be maintained above the meter lens.

E. If multiple meters are stacked, 24" of unobstructed space shall be maintained between the bottom meter, centerof pipe and the top meter, center of pipe. If multiple meters are parallel or in a row, 6" of space must be maintained between each meter horn. 36" of unobstructed space must be maintained in front of the meter setting.

F. Meter settings that currently comply with Sheboygan Water Utility specifications need not be replaced.

3.09 Grounding

A. Contractor to verify the need for grounding before performing that work on a property. Grounding to be completed at the time of water service replacement as to minimize inconvenience to the customers, and to ensure that the property is always properly grounded during construction.

3.10 Restoration of water to the properties is required after the service replacement has occurred. Water restoration includes scheduling access to the property and scheduling a meter installation with the Water Utility at least 24 hours in advance. The curbstop should be turned on and flushing of the service should be completed by the contractor prior to meter installation.

SECTION	TITLE	PAGES
99 00 01	Appendix Table of Contents	99 00 01-1
99 00 01.1	DNR – Construction Site Storm Water Runoff Permit	3 Pages
99 00 01.2	ECS Midwest, LLC Boring Logs	13 Pages
99 00 01.3	DNR – 2201 Indiana Avenue (7/23/2002)	14 Pages
99 00 01.4	DNR – 2117 Indiana Avenue (12/8/2005)	37 Pages
99 00 01.5	DNR – 2117 Indiana Avenue (9/12/2014)	26 Pages
99 00 01.6	Water Main Testing and Sampling Procedures	2 Pages
99 00 01.7	Property Owner Agreement	1 Page

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
Southeast Region Headquarters
1027 W Saint Paul Ave
Milwaukee, WI 53233

Tony Evers, Governor
Adam N. Payne, Secretary
Telephone (414) 263-8500
Toll Free 1-888-936-7463
TTY Access via relay - 711

January 19, 2023

Scott Isaacs
City of Sheboygan
2026 New Jersey Avenue
Sheboygan WI 53081
Via email: scott.isaacs@sheboyganwi.gov

SUBJECT: Coverage Under WPDES General Permit No. WI-S067831-06: Construction Site Storm Water Runoff

Permittee Name: City of Sheboygan
Site Name: Indiana Avenue Reconstruction (S 24th St - S 17th St)
FIN: 86148

Dear Permittee:

The Wisconsin Department of Natural Resources received your Water Resources Application for Project Permits or Notice of Intent, on January 09, 2023, for the Indiana Avenue Reconstruction (S 24th St - S 17th St) site and has evaluated the information provided regarding storm water discharges from your construction site. We have determined that your construction site activities will be regulated under ch. 283, Wis. Stats., ch. NR 216, Wis. Adm. Code, and in accordance with Wisconsin Pollutant Discharge Elimination System (WPDES) General Permit No. WI-S067831-06, Construction Site Storm Water Runoff. All erosion control and storm water management activities undertaken at the site must be done in accordance with the terms and conditions of the general permit.

The **Start Date** of permit coverage for this site is January 19, 2023. The maximum period of permit coverage for this site is limited to 3 years from the **Start Date**. Therefore, permit coverage automatically expires and terminates 3 years from the Start Date and storm water discharges are no longer authorized unless another Notice of Intent and application fee to retain coverage under this permit or a reissued version of this permit is submitted to the Department 14 working days prior to expiration.

A copy of the general permit along with extensive storm water information including technical standards, forms, guidance and other documents is accessible on the Department's storm water program Internet site. To obtain a copy of the general permit, please download it and the associated documents listed below from the following Department Internet site: **http://dnr.wi.gov/topic/stormwater/construction/forms.html**

- Construction Site Storm Water Runoff WPDES general permit No. WI-S067831-06
- Construction site inspection report form
- Notice of Termination form

If, for any reason, you are unable to access these documents over the Internet, please contact me and I will send them to you.

To ensure compliance with the general permit, please read it carefully and be sure you understand its contents. Please take special note of the following requirements (This is not a complete list of the terms and conditions of the general permit.):

1. The Construction Site Erosion Control Plan and Storm Water Management Plan that you completed prior to submitting your permit application must be implemented and maintained throughout construction. Failure to do so may result in enforcement action by the Department.

2. The general permit requires that erosion and sediment controls be routinely inspected at least every 7 days, and within 24 hours after a rainfall event of 0.5 inches or greater. Weekly written reports of all inspections must be maintained. The reports must contain the following information:

a. Date, time, and exact place of inspection;
b. Name(s) of individual(s) performing inspection;
c. An assessment of the condition of erosion and sediment controls;
d. A description of any erosion and sediment control implementation and maintenance performed;
e. A description of the site's present phase of construction.

3. A **Certificate of Permit Coverage** must be posted in a conspicuous place on the construction site. The Certificate of Permit Coverage (WDNR Publication # WT-813) is enclosed for your use.

4. When construction activities have ceased and the site has undergone final stabilization, a Notice of Termination (NOT) of coverage under the general permit must be submitted to the Department.

It is important that you read and understand the terms and conditions of the general permit because they have the force of law and apply to you. Your project may lose its permit coverage if you do not comply with its terms and conditions. The Department may also withdraw your project from coverage under the general permit and require that you obtain an individual WPDES permit instead, based on the Department's own motion, upon the filing of a written petition by any person, or upon your request.

If you believe that you have a right to challenge this decision to grant permit coverage, you should know that the Wisconsin statutes and administrative rules establish time periods within which requests to review Department decisions must be filed. For judicial review of a decision pursuant to ss. 227.52 and 227.53, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to file your petition with the appropriate circuit court and serve the petition on the Department. Such a petition for judicial review must name the Department of Natural Resources as the respondent.

To request a contested case hearing pursuant to s. 227.42, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to serve a petition for hearing on the Secretary of the Department of Natural Resources. All requests for contested case hearings must be made in accordance with s. NR 2.05(5), Wis. Adm. Code, and served on the Secretary in accordance with s. NR 2.03, Wis. Adm. Code. The filing of a request for a contested case hearing is not a prerequisite for judicial review and does not extend the 30-day period for filing a petition for judicial review.

Thank you for your cooperation with the Construction Site Storm Water Discharge Permit Program. If you have any questions concerning the contents of this letter or the general permit, please contact Peter Wood, P.E. at (262) 822-8227.

Sincerely,

Peter Wood, P.E.
Southeast Region
Water Resources Engineer

ENCLOSURE: Certificate of Permit Coverage

CERTIFICATE OF PERMIT COVERAGE

UNDER THE
WPDES CONSTRUCTION SITE STORM WATER RUNOFF PERMIT
Permit No. WI-S067831-06

Under s. NR 216.455(2), Wis. Adm. Code, landowners of construction sites with storm water discharges regulated by the Wisconsin Department of Natural Resources (WDNR) Storm Water Permit Program are required to post this certificate in a conspicuous place at the construction site. This certifies that the site has been granted WDNR storm water permit coverage. The landowner must implement and maintain erosion control practices to limit sediment-contaminated runoff to waters of the state in accordance with the permit.

EROSION CONTROL COMPLAINTS

should be reported to the WDNR Tip Line at

1-800-TIP-WDNR (1-800-847-9367)

Please provide the following information to the Tip Line:

WDNR Site No. (FIN): 86148

Site Name: Indiana Avenue Reconstruction (S 24th St - S 17th St)

Address/Location: Indiana Avenue (S 24th St- S 17th St) City of SHEBOYGAN

Additional Information:

Landowner: City of Sheboygan

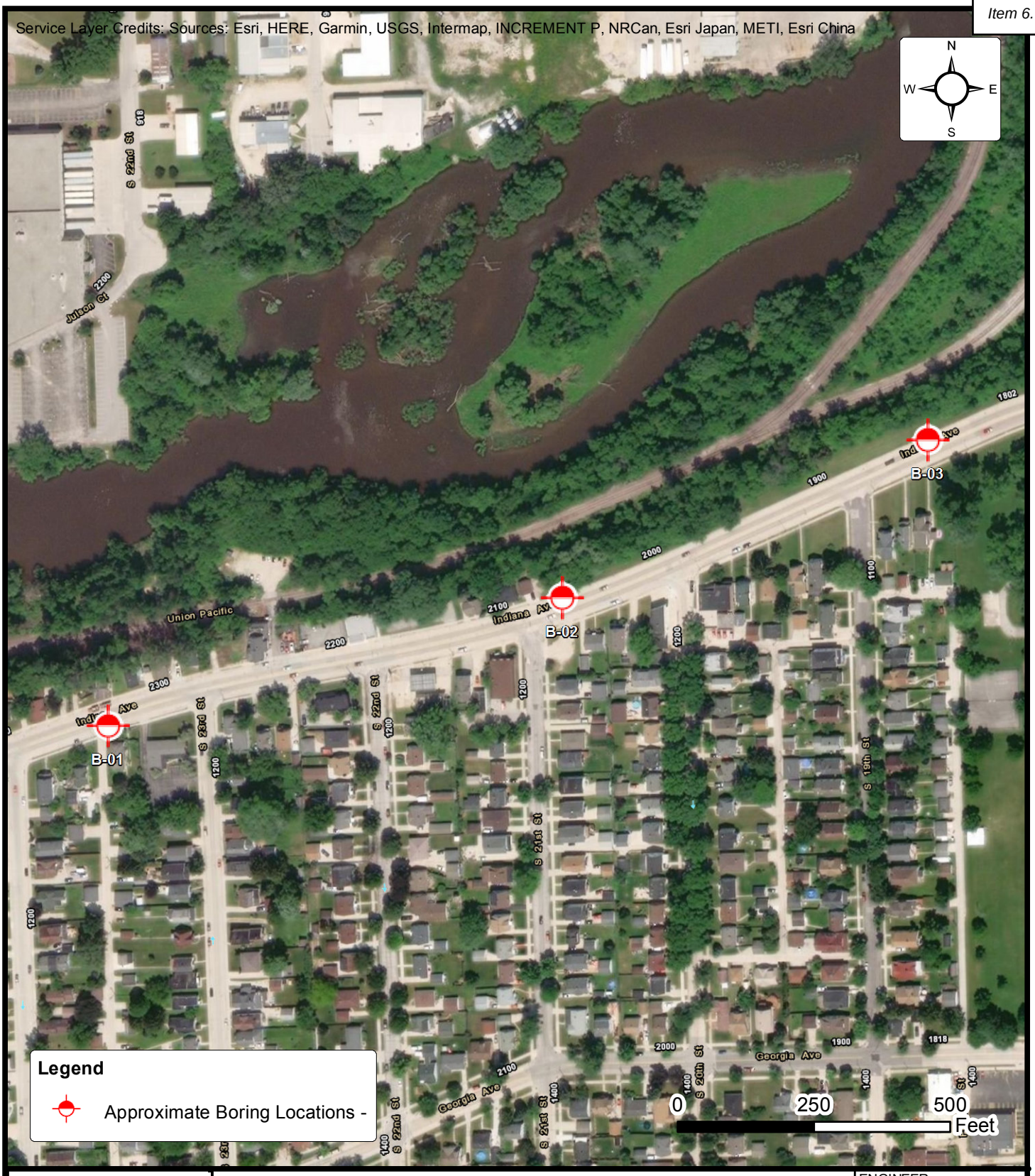
Landowner's Contact Person: Scott Isaacs

Contact Telephone Number: (920) 459-3368

Permit Start Date: January 19, 2023

By: _____

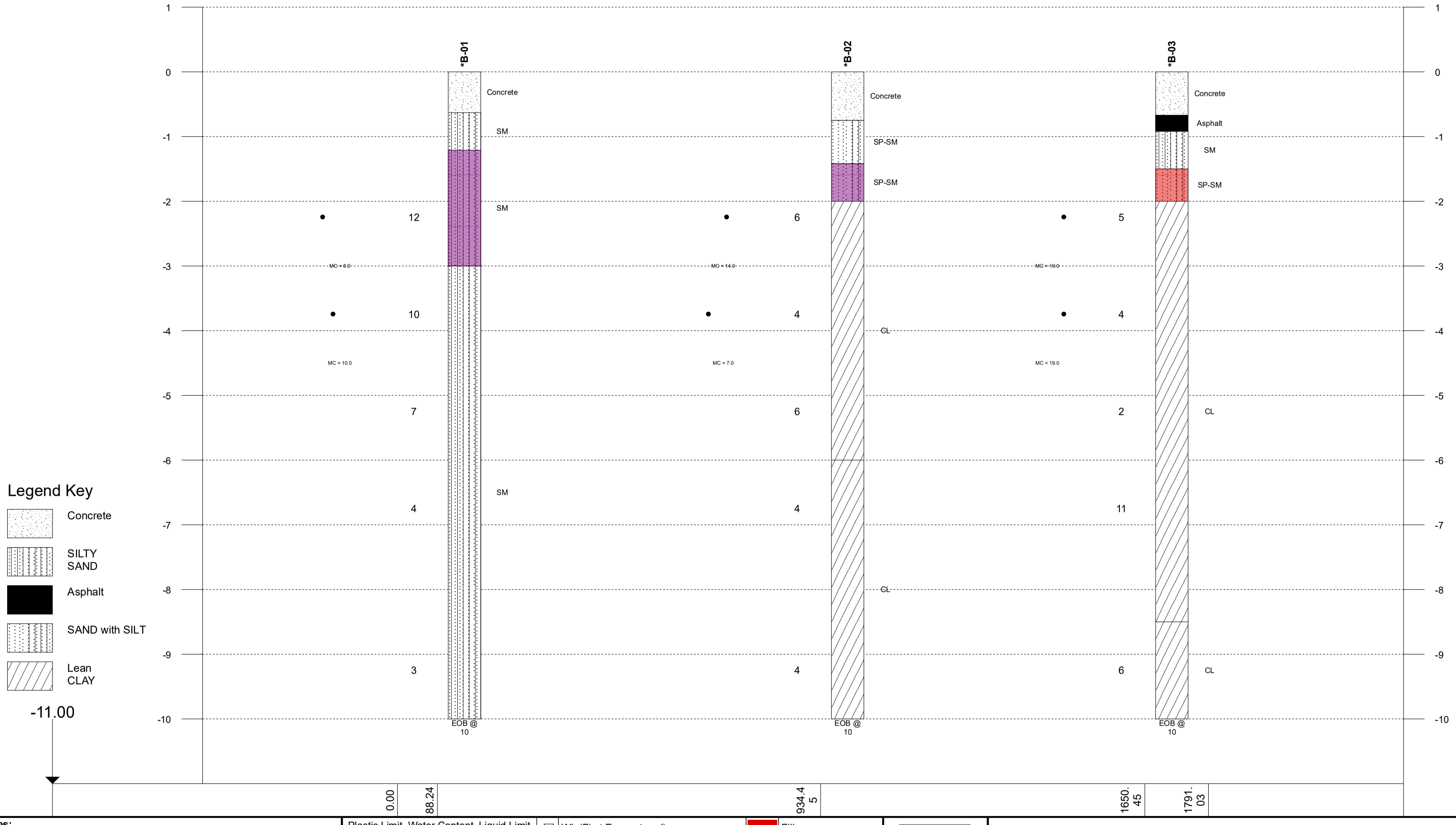
WDNR Publication # WT-813 (10/11)



BORING LOCATION DIAGRAM INDIANA AVENUE

S. 24TH STREET TO MOOSE PARK, CITY OF SHEBOYGAN, WISCONSIN

ENGINEER	JS
SCALE	AS NOTED
PROJECT NO.	59:3353
FIGURE	1 OF 1
DATE	1/25/2023



Notes:

1- EOB: END OF BORING AR: AUGER REFUSAL SR: SAMPLER REFUSAL.
2- THE NUMBER BELOW THE STRIPS IS THE DISTANCE ALONG THE BASELINE.
3- SEE INDIVIDUAL BORING LOG AND GEOTECHNICAL INFORMATION.
4- STANDARD PENETRATION TEST RESISTANCE (LEFT OF BORING) IN BLOWS PER FOOT (ASTM D1586).

Plastic Limit Water Content Liquid Limit
X———●———△

[FINES CONTENT%]

BOTTOM OF CASING

LOSS OF CIRCULATION

WL (First Encountered)		Fill	
WL (Completion)		Possible Fill	
WL (Estimated Seasonal High Water)		Probable Fill	
WL (Stabilized)		Rock	

GENERALIZED SUBSURFACE SOIL PROFILE Cross Section A-A'

Indiana Avenue Reconstruction
City of Sheboygan
Indiana Avenue, Sheboygan, Wisconsin, 53081

Project No:	59:3353	Date:	01/24/2023

APPENDIX B – Field Operations

Subsurface Exploration Procedure: Standard Penetration Testing (SPT)
Reference Notes for Boring Logs
AASHTO Soil Classification System
Boring Log B-01 to B-03

SUBSURFACE EXPLORATION PROCEDURE: STANDARD PENETRATION TESTING (SPT) ASTM D 1586 Split-Barrel Sampling

Standard Penetration Testing, or **SPT**, is the most frequently used subsurface exploration test performed worldwide. This test provides samples for identification purposes, as well as a measure of penetration resistance, or N-value. The N-Value, or blow counts, when corrected and correlated, can approximate engineering properties of soils used for geotechnical design and engineering purposes.

SPT Procedure:

- Involves driving a hollow tube (split-spoon) into the ground by dropping a 140-lb hammer a height of 30-inches at desired depth
- Recording the number of hammer blows required to drive split-spoon a distance of 12 inches (in 3 or 4 Increments of 6 inches each)

- Auger is advanced* and an additional SPT is performed
- One SPT test is typically performed for every two to five feet

- Obtain 1 3/8-inch diameter soil sample

**Drilling Methods May Vary—* The predominant drilling methods used for SPT are open hole fluid rotary drilling and hollow-stem auger drilling.

REFERENCE NOTES FOR BORING LOGS

MATERIAL[1,2]

	ASPHALT
	CONCRETE
	GRAVEL
	TOPSOIL
	VOID
	BRICK
	AGGREGATE BASE COURSE
	GW **WELL-GRADED GRAVEL** gravel-sand mixtures, little or no fines
	GP **POORLY-GRADED GRAVEL** gravel-sand mixtures, little or no fines
	GM **SILTY GRAVEL** gravel-sand-silt mixtures
	GC **CLAYEY GRAVEL** gravel-sand-clay mixtures
	SW **WELL-GRADED SAND** gravelly sand, little or no fines
	SP **POORLY-GRADED SAND** gravelly sand, little or no fines
	SM **SILTY SAND** sand-silt mixtures
	SC **CLAYEY SAND** sand-clay mixtures
	ML **SILT** non-plastic to medium plasticity
	MH **ELASTIC SILT** high plasticity
	CL **LEAN CLAY** low to medium plasticity
	CH **FAT CLAY** high plasticity
	OL **ORGANIC SILT or CLAY** non-plastic to low plasticity
	OH **ORGANIC SILT or CLAY** high plasticity
	PT **PEAT** highly organic soils

DRILLING SAMPLING SYMBOLS & ABBREVIATIONS

SS	Split Spoon Sampler	PM	Pressuremeter Test
ST	Shelby Tube Sampler	RD	Rock Bit Drilling
WS	Wash Sample	RC	Rock Core, NX, BX, AX
BS	Bulk Sample of Cuttings	REC	Rock Sample Recovery %
PA	Power Auger (no sample)	RQD	Rock Quality Designation %
HSA	Hollow Stem Auger		

PARTICLE SIZE IDENTIFICATION

DESIGNATION		PARTICLE SIZES
Boulders		12 inches (300 mm) or larger
Cobbles		3 inches to 12 inches (75 mm to 300 mm)
Gravel:	Coarse	¾ inch to 3 inches (19 mm to 75 mm)
	Fine	4.75 mm to 19 mm (No. 4 sieve to ¾ inch)
Sand:	Coarse	2.00 mm to 4.75 mm (No. 10 to No. 4 sieve)
	Medium	0.425 mm to 2.00 mm (No. 40 to No. 10 sieve)
	Fine	0.074 mm to 0.425 mm (No. 200 to No. 40 sieve)
Silt & Clay ("Fines")		<0.074 mm (smaller than a No. 200 sieve)

COHESIVE SILTS & CLAYS

UNCONFINED COMPRESSIVE STRENGTH, Q_P[4]	SPT[5] (BPF)	CONSISTENCY[7] (COHESIVE)
<0.25	<2	Very Soft
0.25 - <0.50	2 - 4	Soft
0.50 - <1.00	5 - 8	Firm
1.00 - <2.00	9 - 15	Stiff
2.00 - <4.00	16 - 30	Very Stiff
4.00 - 8.00	31 - 50	Hard
>8.00	>50	Very Hard

GRAVELS, SANDS & NON-COHESIVE SILTS

SPT[5]	DENSITY
<5	Very Loose
5 - 10	Loose
11 - 30	Medium Dense
31 - 50	Dense
>50	Very Dense

RELATIVE AMOUNT[7]	COARSE GRAINED (%)[8]	FINE GRAINED (%)[8]
Trace	≤5	≤5
With	10 - 20	10 - 25
Adjective *(ex: "Silty")*	25 - 45	30 - 45

WATER LEVELS[6]

- WL (First Encountered)
- WL (Completion)
- WL (Seasonal High Water)
- WL (Stabilized)

FILL AND ROCK

FILL | POSSIBLE FILL | PROBABLE FILL | ROCK

[1]Classifications and symbols per ASTM D 2488-17 (Visual-Manual Procedure) unless noted otherwise.

[2]To be consistent with general practice, "POORLY GRADED" has been removed from GP, GP-GM, GP-GC, SP, SP-SM, SP-SC soil types on the boring logs.

[3]Non-ASTM designations are included in soil descriptions and symbols along with ASTM symbol [Ex: (SM-FILL)].

[4]Typically estimated via pocket penetrometer or Torvane shear test and expressed in tons per square foot (tsf).

[5]Standard Penetration Test (SPT) refers to the number of hammer blows (blow count) of a 140 lb. hammer falling 30 inches on a 2 inch OD split spoon sampler required to drive the sampler 12 inches (ASTM D 1586). "N-value" is another term for "blow count" and is expressed in blows per foot (bpf). SPT correlations per 7.4.2 Method B and need to be corrected if using an auto hammer.

[6]The water levels are those levels actually measured in the borehole at the times indicated by the symbol. The measurements are relatively reliable when augering, without adding fluids, in granular soils. In clay and cohesive silts, the determination of water levels may require several days for the water level to stabilize. In such cases, additional methods of measurement are generally employed.

[7]Minor deviation from ASTM D 2488-17 Note 14.

[8]Percentages are estimated to the nearest 5% per ASTM D 2488-17.

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AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)
SOIL CLASSIFICATION SYSTEM – AASHTO M145

The AASHTO system of soil classification is based upon the observed field performance of subgrade soils under highway pavements and is widely used by highway engineers. According to this system, soils having approximately the same general load-carrying abilities are grouped together to form seven basic groups which are designated as A-1, A-2, A-3, A-4, A-5, A-6, and A-7. In general, A-1 soils would be the best soils for a highway subgrade support and then each succeeding group being progressively poorer with A-7 soils having the poorest subgrade support. The one exception is the A-3 group which has better drainage characteristics and provides better subgrade support than the A-2 group. The classification system is shown in the table below:

AASHTO Soil Classification System

General Classification	Granular Materials (35% or less passing #200 Sieve)							Silt-Clay Materials (More than 35% passing #200 sieve)			
Group Classification	A-1		A-3	A-2				A-4	A-5	A-6	A-7
	A-1-a	A-1-b		A-2-4	A-2-5	A-2-6	A-2-7				A-7-5 A-7-6
Sieve Analysis, Percent Passing											
#10	50 max	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----
#40	30 max	50 max	51 max	-----	-----	-----	-----	-----	-----	-----	-----
#200	15 max	25 max	10 max	35 max	35 max	35 max	35 max	36 min	36 min	36 min	36 min
Characteristics of Fraction Passing #40											
Liquid Limit	-----		-----	40 max	41 min	40 max	41 min	40 max	41 min	40 max	41 min
Plasticity Index	6 max		N.P.	10 max	10 max	11 min	11 min	10 max	10 max	11 min	11 min[1][2]
Usual Types of Significant Constituent Materials	Stone Fragments Gravel and Sand		Fine Sand	Silty or Clayey Gravel and Sand				Silty Soils		Clayey Soils	
General Rating as Subgrade	Excellent to Good							Fair to Poor			

Notes: [1] – Plasticity Index of A-7-5 subgroup is equal to or less than Liquid Limit minus 30.
[2] – Plasticity Index of A-7-6 subgroup is greater than Liquid Limit minus 30.

CLIENT:	PROJECT NO.:	BORING NO.:	SHEET:
City of Sheboygan	**59:3353**	**B-01**	**1 of 1**

PROJECT NAME:	DRILLER/CONTRACTOR:
Indiana Avenue Reconstruction	**ECS59 - Crew 1**

SITE LOCATION: **Indiana Avenue, Sheboygan, Wisconsin, 53081**

LOSS OF CIRCULATION

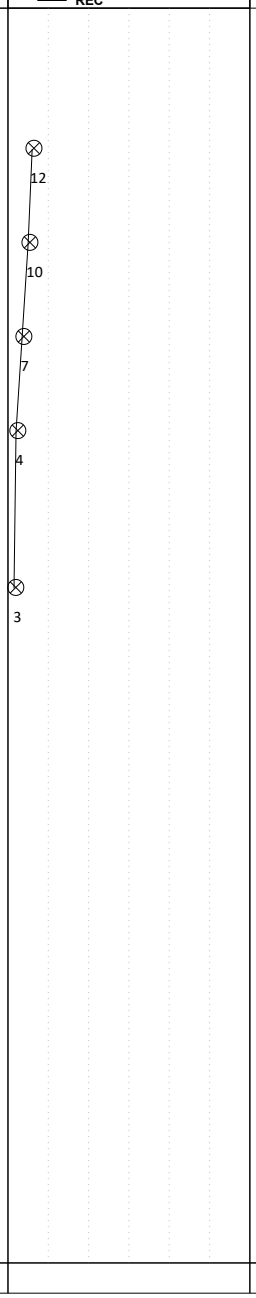
NORTHING:	EASTING:	STATION:	SURFACE ELEVATION:

BOTTOM OF CASING

DEPTH (FT)	SAMPLE NUMBER	SAMPLE TYPE	SAMPLE DIST. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL	ELEVATION (FT)	BLOWS/6"
					Concrete Thickness [7.5"]		
					(SM) {A-2-4} Base Course, SILTY SAND WITH A LITTLE GRAVEL		
	S-1	SS	18	3	(SP-SM) {A-1-b} POSSIBLE FILL, SAND WITH SILT AND GRAVEL, brown, moist, medium dense		7-7-5 (12)
	S-2	SS	18	9	(SM) {A-1-b} Glacial till, SILTY SAND WITH GRAVEL, brown, moist, loose to very loose		4-5-5 (10)
5	S-3	SS	18	11		-5	4-4-3 (7)
	S-4	SS	18	8			2-2-2 (4)
	S-5	SS	18	8			2-1-2 (3)
10					**END OF BORING AT 10 FT**	-10	
15						-15	
20							

STANDARD PENETRATION BLOWS/FT (20 40 60 80 100)

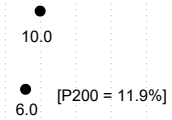
ROCK QUALITY DESIGNATION & RECOVERY — RQD, REC



LIQUID LIMIT
PLASTIC LIMIT

CALIBRATED PENETROMETER TSF (1 2 3 4 5)

WATER CONTENT % [FINES CONTENT] % (10 20 30 40 50)



THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL

WL (First Encountered)	**None**	BORING STARTED: **Dec 21 2022**	CAVE IN DEPTH:	
WL (Completion)	**None**	BORING COMPLETED: **Dec 21 2022**	HAMMER TYPE: **Auto**	
WL (Seasonal High Water)		EQUIPMENT: **Truck**	LOGGED BY: **JS22**	DRILLING METHOD: **3 1/4" HSA 0' to 8.5'**
WL (Stabilized)				

GEOTECHNICAL BOREHOLE LOG

CLIENT:	PROJECT NO.:	BORING NO.:	SHEET:
City of Sheboygan	**59:3353**	**B-02**	**1 of 1**

PROJECT NAME:	DRILLER/CONTRACTOR:
Indiana Avenue Reconstruction	**ECS59 - Crew 1**

SITE LOCATION: **Indiana Avenue, Sheboygan, Wisconsin, 53081**

LOSS OF CIRCULATION

NORTHING:	EASTING:	STATION:	SURFACE ELEVATION:

BOTTOM OF CASING

DEPTH (FT)	SAMPLE NUMBER	SAMPLE TYPE	SAMPLE DIST. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL	WATER LEVELS	ELEVATION (FT)	BLOWS/6"
					Concrete Thickness [9"]			
					(SP-SM) {A-1-b} SAND WITH SILT AND GRAVEL,			
	S-1	SS	18	9	(SP-SM) {A-1-b} POSSIBLE FILL, SAND WITH SILT AND GRAVEL, brown, moist, loose			3-2-4 (6)
	S-2	SS	18	8	(CL) {A-6} Glacial till, LEAN CLAY WITH SILT, brown, moist, stiff to very stiff			3-2-2 (4)
5	S-3	SS	18	10			-5	1-3-3 (6)
	S-4	SS	18	11	(CL) {A-6} Lacustrine, LEAN CLAY, brown, moist, stiff			2-2-2 (4)
	S-5	SS	18	7				1-2-2 (4)
10					**END OF BORING AT 10 FT**		-10	
15							-15	
20								

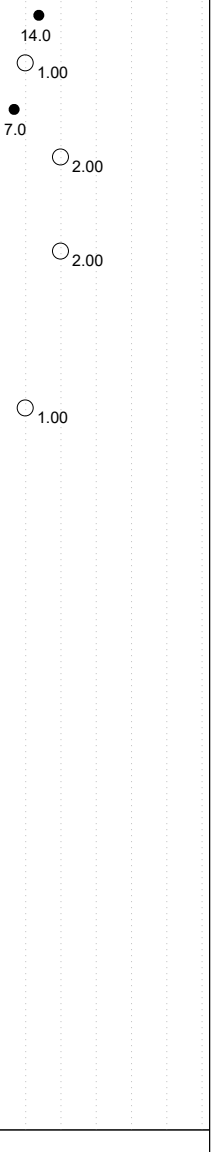
STANDARD PENETRATION BLOWS/FT (20 40 60 80 100)

ROCK QUALITY DESIGNATION & RECOVERY — RQD — REC

LIQUID LIMIT △ PLASTIC LIMIT ×

CALIBRATED PENETROMETER TSF (1 2 3 4 5)

WATER CONTENT % [FINES CONTENT] % (10 20 30 40 50)



THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL

▽ WL (First Encountered)	**None**	BORING STARTED: **Dec 21 2022**	CAVE IN DEPTH:
▼ WL (Completion)	**None**	BORING COMPLETED: **Dec 21 2022**	HAMMER TYPE: **Auto**
▼ WL (Seasonal High Water)		EQUIPMENT: **Truck** / LOGGED BY: **JS22**	DRILLING METHOD: **3 1/4" HSA 0' to 8.5'**
▽ WL (Stabilized)			

GEOTECHNICAL BOREHOLE LOG

CLIENT:	PROJECT NO.:	BORING NO.:	SHEET:
City of Sheboygan	**59:3353**	**B-03**	**1 of 1**
PROJECT NAME:	DRILLER/CONTRACTOR:		
Indiana Avenue Reconstruction	**ECS59 - Crew 1**		
SITE LOCATION: **Indiana Avenue, Sheboygan, Wisconsin, 53081**			LOSS OF CIRCULATION
NORTHING:	EASTING:	STATION:	SURFACE ELEVATION: / BOTTOM OF CASING

DEPTH (FT)	SAMPLE NUMBER	SAMPLE TYPE	SAMPLE DIST. (IN)	RECOVERY (IN)	DESCRIPTION OF MATERIAL	WATER LEVELS	ELEVATION (FT)	BLOWS/6"	STANDARD PENETRATION BLOWS/FT (20 40 60 80 100) / ROCK QUALITY DESIGNATION & RECOVERY (RQD, REC)	LIQUID LIMIT / PLASTIC LIMIT / CALIBRATED PENETROMETER TSF (1 2 3 4 5) / WATER CONTENT % [FINES CONTENT] % (10 20 30 40 50)
					Concrete Thickness [8"]					
					Asphalt Thickness [3"]					
					(SM) {A-1-b} Base Course, SILTY SAND WITH GRAVEL					
	S-1	SS	18	10	(SP-SM) {A-1-b} FILL, SAND WITH SILT AND GRAVEL, brown, moist, very loose			3-2-3 (5)	5	19.0
	S-2	SS	18	10	(CL) {A-6} FILL, LEAN CLAY WITH SAND, trace organics and pieces of wood, brown, moist, soft to stiff			2-2-2 (4)	4	1.00 / 19.0
5	S-3	SS	18	10			-5	1-1-1 (2)	2	
	S-4	SS	18	10				1-7-4 (11)	11	
	S-5	SS	18	15	(CL) {A-6} Lacustrine, LEAN CLAY, brown, moist, stiff			2-3-3 (6)	6	2.00
10					**END OF BORING AT 10 FT**		-10			
15							-15			
20										

THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL

WL (First Encountered) **None**	BORING STARTED: **Dec 21 2022**	CAVE IN DEPTH:	
WL (Completion) **None**	BORING COMPLETED: **Dec 21 2022**	HAMMER TYPE: **Auto**	
WL (Seasonal High Water)	EQUIPMENT: **Truck**	LOGGED BY: **JS22**	DRILLING METHOD: **3 1/4" HSA 0' to 8.5'**
WL (Stabilized)			

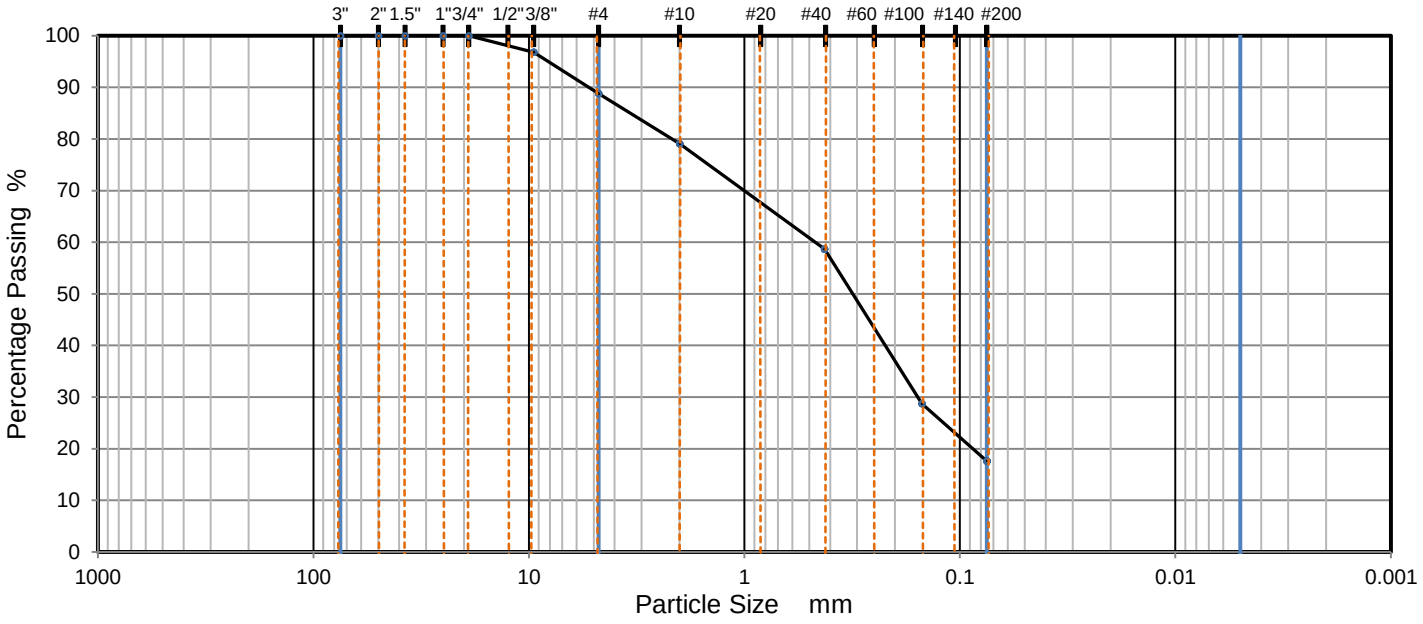
GEOTECHNICAL BOREHOLE LOG

APPENDIX C – Laboratory Testing

Particle Size Distribution Reports

PARTICLE SIZE DISTRIBUTION

Very Coarse	GRAVEL	SAND			SILT	CLAY
		Coarse	Medium	Fine		



TEST RESULTS (ASTM C136M - 19)

Sieving		Hydrometer Sedimentation	
Particle Size	% Passing	Particle Size mm	% Passing
3"	100.0		
2"	100.0		
1 1/2"	100.0		
1"	100.0		
3/4"	100.0		
3/8"	96.8		
#4	88.8		
#10	79.1		
#40	58.7		
#100	28.7		
#200	17.6		

Dry Mass of sample, g: 254.8

Sample Proportions	% dry mass
Very coarse, >3" sieve	0.0
Gravel, 3" to # 4 sieve	11.2
Coarse Sand, #4 to #10 sieve	9.7
Medium Sand, #10 to #40	20.4
Fine Sand, #40 to #200	41.1
Fines <#200	17.6

USCS	SM	Liquid Limit		D90	5.270	D50	0.314	D10	
AASHTO	A-2-4	Plastic Limit		D85	3.385	D30	0.157	Cu	
USCS Group Name	**Silty sand with a little gravel**	Plasticity Index		D60	0.469	D15		Cc	

Project: Indiana Avenue Reconstruction
Client: City of Sheboygan
Sample Description:
Sample Source: B-01

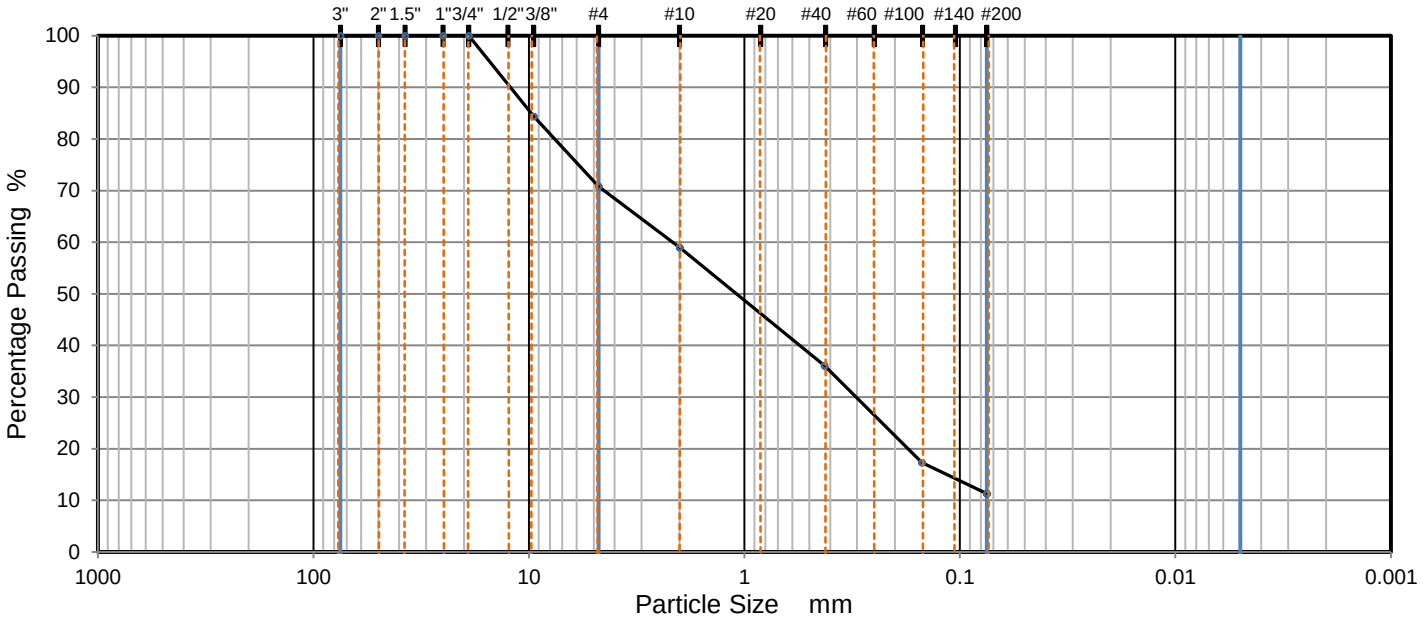
Project No.: 59:3353
Depth (ft): 0.62
Sample No.: Base Course
Date Reported: 1/13/2023

Office / Lab	Address	Office Number / Fax
ECS Midwest LLC - Green Bay	1280 Parkview Road Green Bay, WI 54304	(920)347-9040 (920)347-9044

Tested by	Checked by	Approved by	Date Received	Remarks
LabManager				

PARTICLE SIZE DISTRIBUTION

Very Coarse	GRAVEL	SAND			SILT	CLAY
		Coarse	Medium	Fine		



TEST RESULTS (ASTM C136M - 19)

Sieving		Hydrometer Sedimentation	
Particle Size	% Passing	Particle Size mm	% Passing
3"	100.0		
2"	100.0		
1 1/2"	100.0		
1"	100.0		
3/4"	100.0		
3/8"	84.4		
#4	70.8		
#10	59.0		
#40	36.1		
#100	17.3		
#200	11.3		

Dry Mass of sample, g	210.2

Sample Proportions	% dry mass
Very coarse, >3" sieve	0.0
Gravel, 3" to # 4 sieve	29.2
Coarse Sand, #4 to #10 sieve	11.8
Medium Sand, #10 to #40	22.9
Fine Sand, #40 to #200	24.8
Fines <#200	11.3

USCS	SP-SM	Liquid Limit		D90	12.180	D50	1.088	D10	
AASHTO	A-1-b	Plastic Limit		D85	9.757	D30	0.303	Cu	
USCS Group Name	**Sand with silt and gravel**	Plasticity Index		D60	2.152	D15	0.115	Cc	

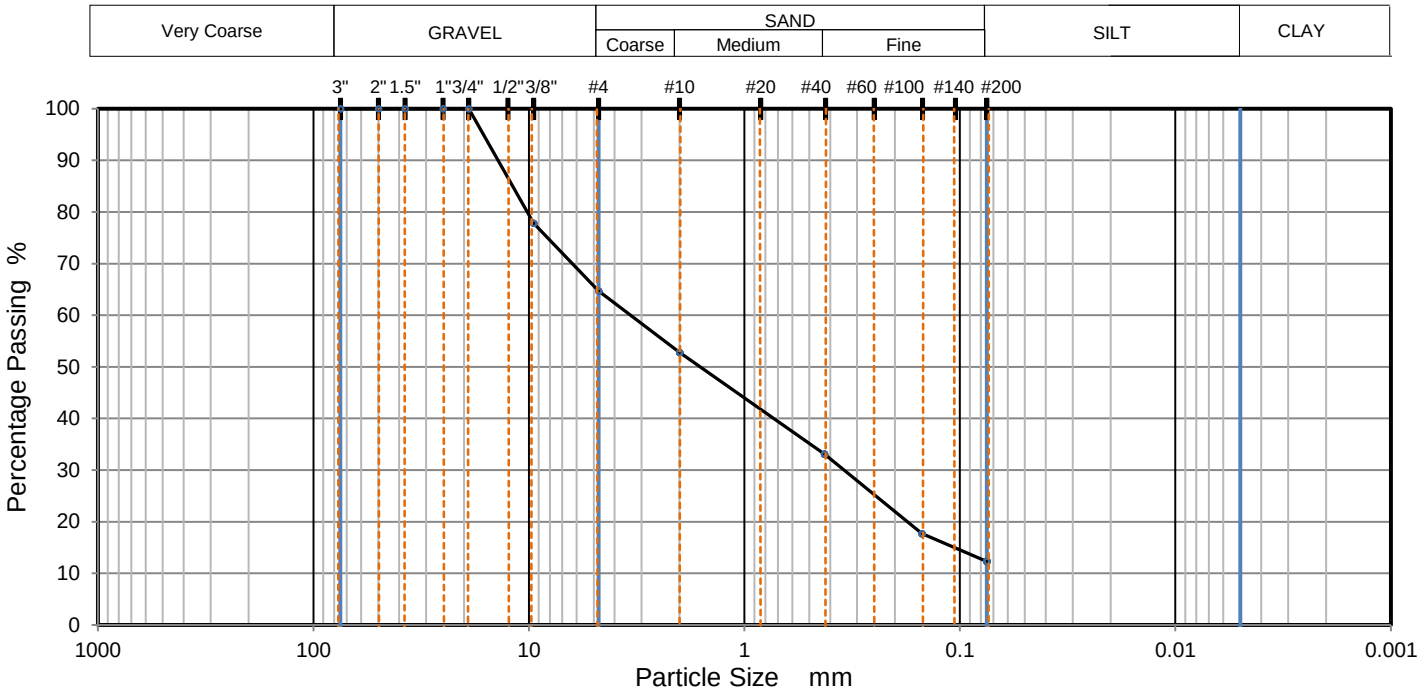
Project: Indiana Avenue Reconstruction
Client: City of Sheboygan
Sample Description:
Sample Source: B-02

Project No.: 59:3353
Depth (ft): 0.75
Sample No.: Base Course
Date Reported: 1/13/2023

Office / Lab	Address	Office Number / Fax
ECS Midwest LLC - Green Bay	1280 Parkview Road Green Bay, WI 54304	(920)347-9040 (920)347-9044

Tested by	Checked by	Approved by	Date Received	Remarks
LabManager				

PARTICLE SIZE DISTRIBUTION



TEST RESULTS (ASTM C136M - 19)

Sieving		Hydrometer Sedimentation	
Particle Size	% Passing	Particle Size mm	% Passing
3"	100.0		
2"	100.0		
1 1/2"	100.0		
1"	100.0		
3/4"	100.0		
3/8"	77.8		
#4	64.7		
#10	52.8		
#40	33.1		
#100	17.7		
#200	12.3		

Dry Mass of sample, g	320.4

Sample Proportions	% dry mass
Very coarse, >3" sieve	0.0
Gravel, 3" to # 4 sieve	35.3
Coarse Sand, #4 to #10 sieve	11.9
Medium Sand, #10 to #40	19.7
Fine Sand, #40 to #200	20.8
Fines <#200	12.3

USCS	SM	Liquid Limit		D90	13.900	D50	1.605	D10	
AASHTO	A-1-b	Plastic Limit		D85	11.890	D30	0.345	Cu	
USCS Group Name	**Silty sand with gravel**	Plasticity Index		D60	3.375	D15	0.106	Cc	

Project: Indiana Avenue Reconstruction
Client: City of Sheboygan
Sample Description:
Sample Source: B-03

Project No.: 59:3353
Depth (ft): 0.92
Sample No.: Base Course
Date Reported: 1/13/2023

Office / Lab	Address	Office Number / Fax
ECS Midwest LLC - Green Bay	1280 Parkview Road Green Bay, WI 54304	(920)347-9040 (920)347-9044

Tested by	Checked by	Approved by	Date Received	Remarks
LabManager				

The following site is being submitted for inclusion into the GIS registry:

- For DNR County and Region list go to:
  g:\pf\pecfa\site\gis\BRRTS County and Region Codes.xls
- To begin, click on cell to the right of; *This is a:*
- Use Tab, ↓ or Pg Down to navigate form. Print & include with file when completed.

This is a:	New Submittal
BRRTS ID (no dashes):	**0360204886**
Comm # (no dashes):	53081472821
County:	Sheboygan
Region:	Southeast
Site name:	Houseye Filling Station(former)
Street Address:	2021 Indiana Ave
City:	Sheboygan
Final Closure Date	2002-07-23
Closure Conditions:	met
Off-source property contamination?	No
(If yes, attach locational data and deed information on pg. 2)	
Right-of-way contamination?	Yes
Contaminated media:	Groundwater

GPS Coordinates (meters in the **WTM91** projection)

Easting (X):	702544.000000000
Northing (Y):	365725.000000000
Collection Method:	DNR Web Site
Scale or Resolution:	1:2,733
(1:24,000 scale or finer)	("**1:**" and comma is default)
Prepared by:	Linda Michalets
Submitted by:	Cheryl Nelson

Source Property Checklist

- ☒ Final Closure Letter
- ☒ Copy of the most recent deed, which includes legal description for all properties w/ GW > NR 140 ES
- ☐ Where the legal description in the deed(s) refers to a certified survey map or recorded plat map, include those documents
- ☒ Parcel ID for all properties w/ GW > NR 140 ES
- ☒ General Location Map
- ☒ Detailed Location Map showing property boundaries, buildings, MW(s) and/or potable wells etc for properties with GW >NR140 ES
- ☒ Latest Map(s) showing extent or outline of current GW plume (isoconcentrations)
- ☒ Map showing GW flow direction
- ☒ Latest Table of GW results
- ☒ Geologic cross section (if generated as part of the site investigation)
- ☐ Statement signed by RP certifying correctness of legal descriptions
- ☒ Updated Database

ENVIRONMENTAL & REGULATORY SERVICES DIVI
BUREAU OF PECFA
101 West Pleasant Street, Suite 100A
Milwaukee, Wisconsin 53212-3963
TDD #: (608) 264-8777
Fax #: (414) 220-5374
http://www.commerce.state.wi.us
http://www.wisconsin.gov
Scott McCallum, Governor
Philip Edw. Albert, Secretary

Wisconsin
Department of Commerce

July 23, 2002

Mr. Kim Verhelst
City Of Sheboygan
828 Center Avenue
Sheboygan, WI 53081-4442

RE: **Final Closure**

Commerce # 53081-4728-21 WDNR BRRTS # 03-60-204886
Houseye Filling Station (Former), 2021 Indiana Avenue, Sheboygan

Gasoline and diesel underground storage tanks (USTs) removed in 1975

Dear Mr. Verhelst:

The Wisconsin Department of Commerce (Commerce) Site Review Section has received all the items required as conditions for closure of the above-referenced site. Note that Commerce is not requiring the registration of additional USTs at this site. Although it is possible that other USTs were present at this property, there is no substantial information to indicate such. This site is now listed as "closed" on the Commerce database.

It is in your best interest to keep all documentation related to the investigation of your site. This information may be needed for future property transactions.

If future site conditions indicate that any remaining contamination poses a threat, and subsequent information indicates a need to reopen this case, any original claim under the PECFA fund would also reopen and you may apply for assistance to the extent of remaining eligibility. If contamination is encountered, appropriate measures must be implemented to assure any residual contamination is managed following all applicable State of Wisconsin regulations and standards.

Thank you for your efforts to protect Wisconsin's environment. If you have any questions, please contact me in writing at the letterhead address or by telephone at (414) 220-5376.

Sincerely,

Linda M. Michalets
Hydrogeologist
Site Review Section

cc: Mr. Bryce T. Bartelma, Northern Environmental Technologies, Inc.
Case File

ERS-5524-E (R. 4/98)

VOL 1860 PAGE 416

160648

Item 6.

Document Number	NOTICE OF CONTAMINATION TO PROPERTY

SHEBOYGAN COUNTY, WI
RECORDED ON
08-02-2001 9:42 AM
DARLENE J. NAVIS
REGISTER OF DEEDS
RECORDING FEE: 24.00
TRANSFER FEE:
062747 2

Legal Description of the Property: In re:

(as it appears on the most recent deed)

Lot 32, Block 1, Koerner Land Co. Subdivision, City of Sheboygan, Sheboygan County, Wisconsin. Subject to: Utility Easement as found on plat recorded in Vol. 5 of Plats, Page 64.

Recording Area

Name and Return Address
City Attorney's office
807 Center Ave.
Sheboygan, WI 53081-4414

STATE OF WISCONSIN)
) ss
COUNTY OF SHEBOYGAN)

511600
Parcel Identification Number (PIN)

Section 1. City of Sheboygan is the owner of the above-described property.

Section 2. One or more petroleum discharges have occurred at this property. Petroleum contaminated groundwater above Wisconsin Administrative Code (WAC) NR 140 enforcement standards and soils above WAC NR 720 residual contaminant levels are present on this property and extend into the Indiana Avenue right-of-way and potentially into the South 21st Street right-of-way.

Section 3. The owner hereby declares that all of the property described above is held and shall be held, conveyed or encumbered, leased, rented, used, occupied and improved subject to the following limitations and/or restrictions:

Anyone who proposes to construct or reconstruct a well on this property is required to contact the Department of Natural Resources' Bureau of Drinking Water and Groundwater, or its successor agency, to determine what specific prohibitions or requirements are applicable, prior to constructing or reconstructing a well on this property. No well may be constructed or reconstructed on this property unless applicable requirements are met.

Residual petroleum contaminated soil and groundwater remain on this property. In the *Site Investigation and Closure Request – Petroleum Release* report, dated March 27, 2001, Northern Environmental Technologies, Inc. provided an estimate of the area impacted by petroleum releases, as depicted on the attached site figure. The results of soil and groundwater analyses are also attached. It has been shown that these levels are protective of human health and the environment. If the contaminated soil is excavated in the future, it may be considered a solid waste and must be managed in accordance with all applicable laws.

8

Any person who is or becomes owner of the property described above may request that the Wisconsin Department of Commerce, or its successor, issue a determination that the restrictions set forth in this covenant are no longer required. That property owner shall provide any and all necessary information to the Department in order for the Department to be able to make a determination. Upon receipt of such a request, the Department shall determine whether or not the restrictions contained herein can be extinguished. Conditions under which a restriction may be extinguished will be determined in accordance with the site specific standards, rules and laws for this property. If the Department determines that the restrictions can be extinguished, an affidavit, with a copy of the Department's written determination, may be recorded to give notice that this restriction, or portions of this restriction are no longer binding. Any restriction placed upon this property shall not be extinguished without the Department's written determination.

IN WITNESS WHEREOF, the owner of the property has executed this document, this 27th day of July, 2001.

By signing this document, [he/she] acknowledges that [he/she] is duly authorized to sign this document on behalf of City of Sheboygan

Signature: Thomas Holtan

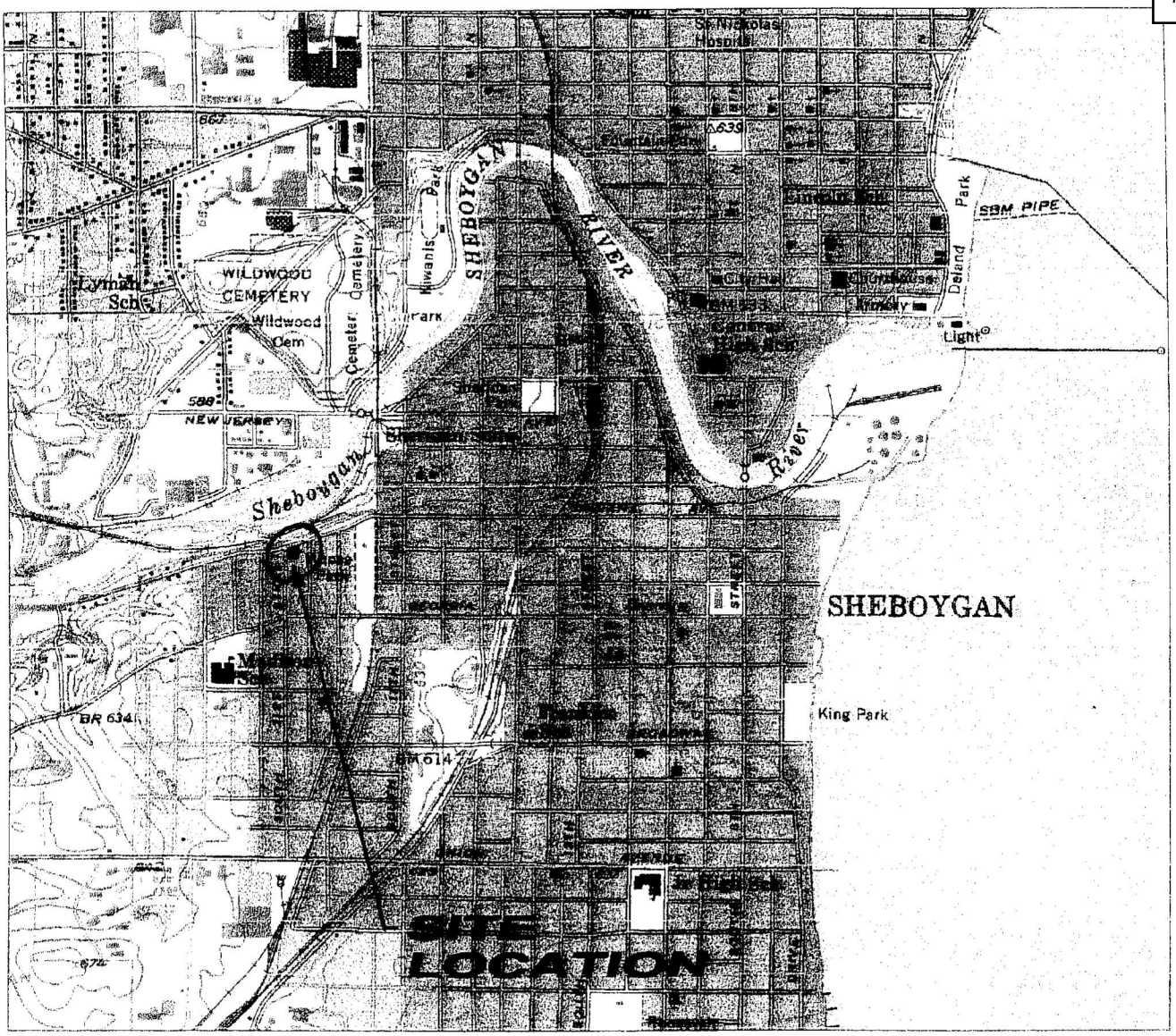
Printed Name: Thomas Holtan

Title: Director of Public Works

Subscribed and sworn to before me
this 27th day of July, 2001.

Notary Public, State of Wisconsin
My commission is permanent

This document was drafted by the Wisconsin Department of Commerce.



SCALE 1" = 2000'

1000 0 1000 2000 3000 4000 5000 6000 7000 FEET

CONTOUR INTERVAL 10 FEET

NATIONAL GEODETIC VERTICAL DATUM OF 1929

QUADRANGLE LOCATION

N

BASE MAP SOURCE: USGS 7.5 MINUTE TOPOGRAPHIC SERIES 1959 (REVISED 1994)
TopoScout, U.S. Terrain Series.©Maptech, Inc. 800-627-7236

DRAWN BY: LMD	PROJECT: COS-2049	DATE: 04/26/99

REV. DATE

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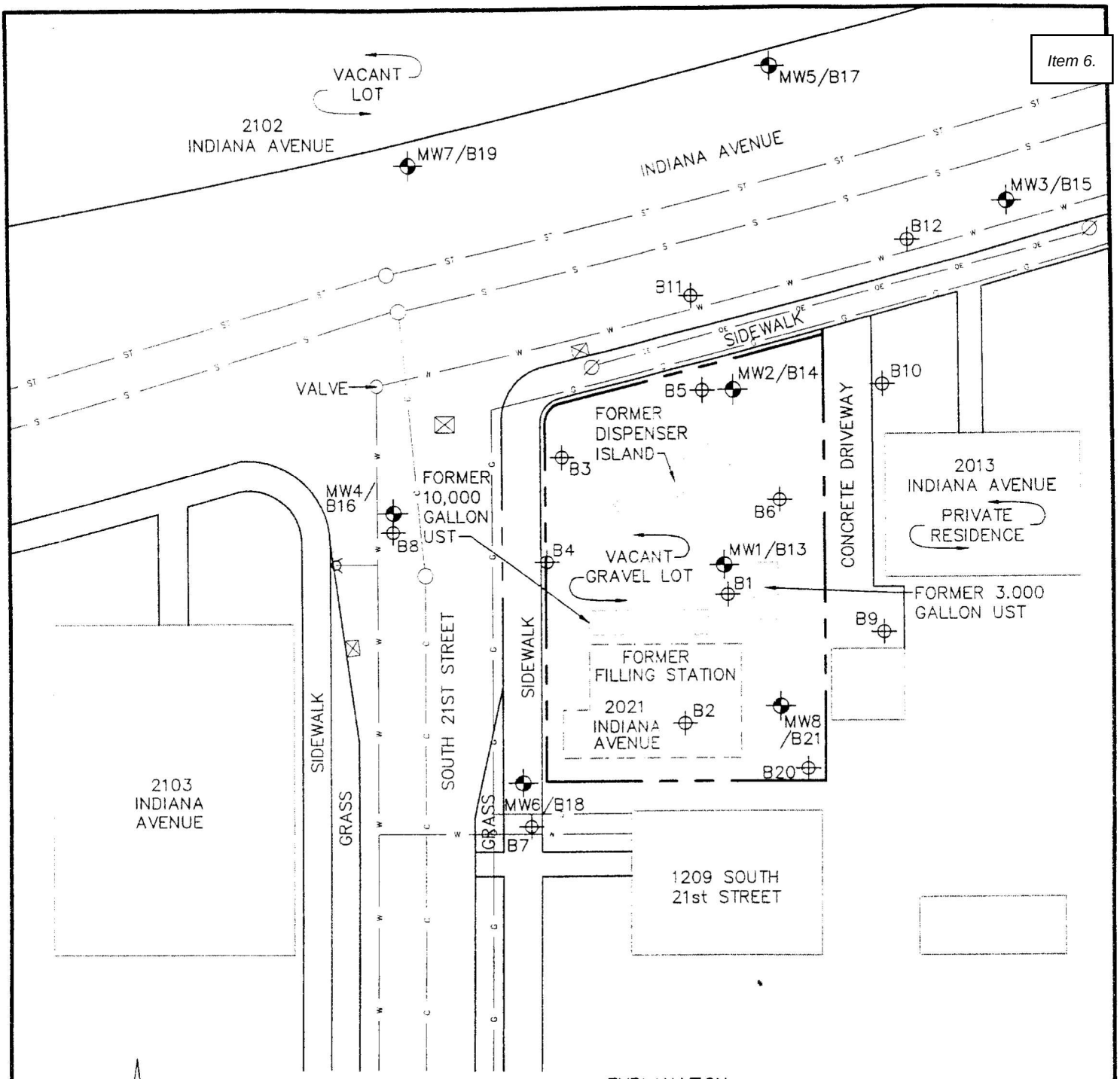
Northern Environmental℠
Hydrologists • Engineers • Geologists

FORMER HOUSEYE FILLING STATION
SHEBOYGAN, WISCONSIN

SITE LOCATION AND LOCAL TOPOGRAPHY

FIGURE 1

K:\WET\DWG\COS-2049\042899-1.DWG



DRAWN BY:PNW	PROJECT: COS-2049	DATE: 01/19/00

REV. DATE
1/28/00
1/17/01
3/20/01

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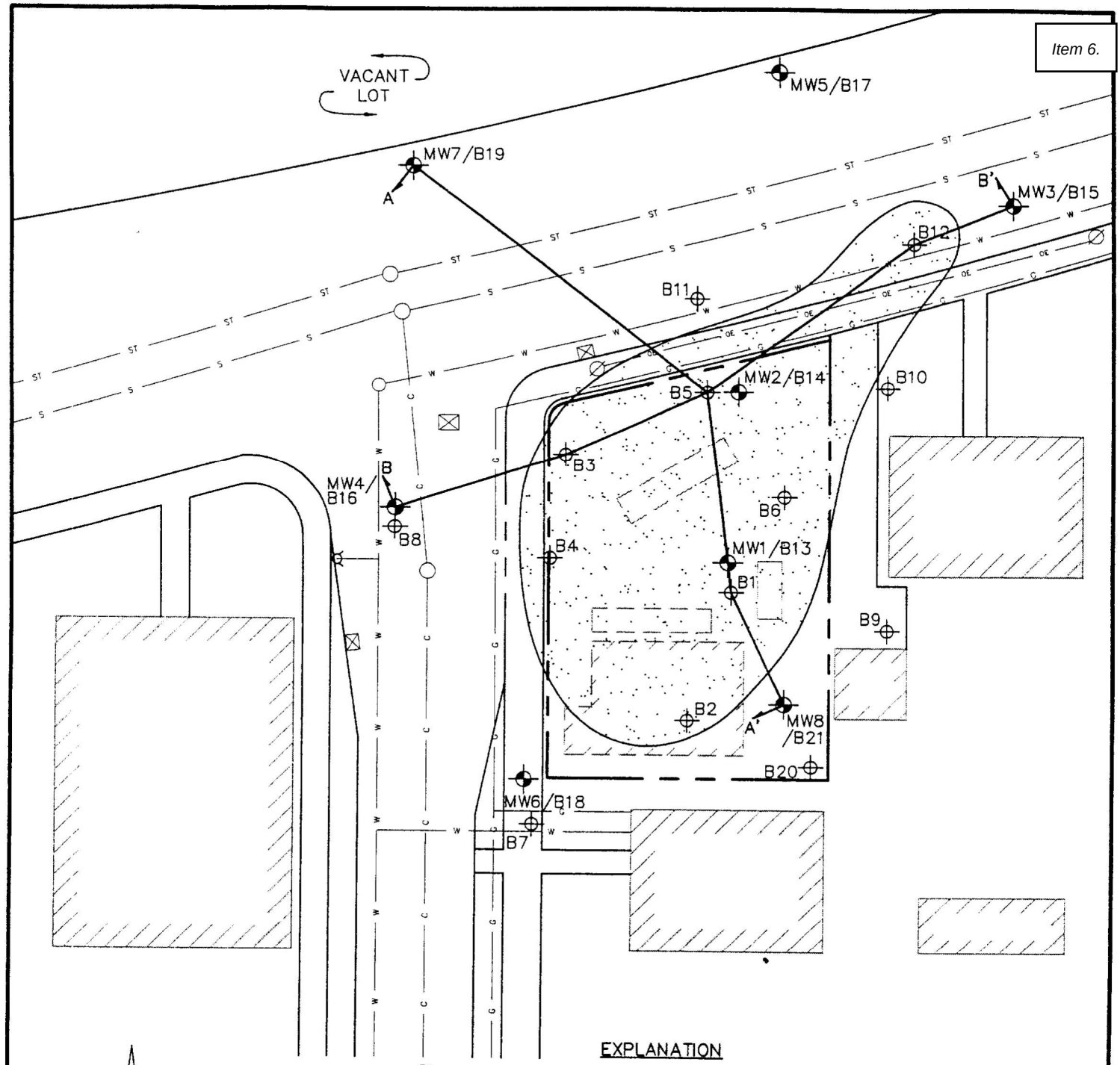
FORMER HOUSEYE FILLING STATION
SHEBOYGAN, WISCONSIN

SITE LAYOUT

K:\NET\DWG\COS-2049\011701_2

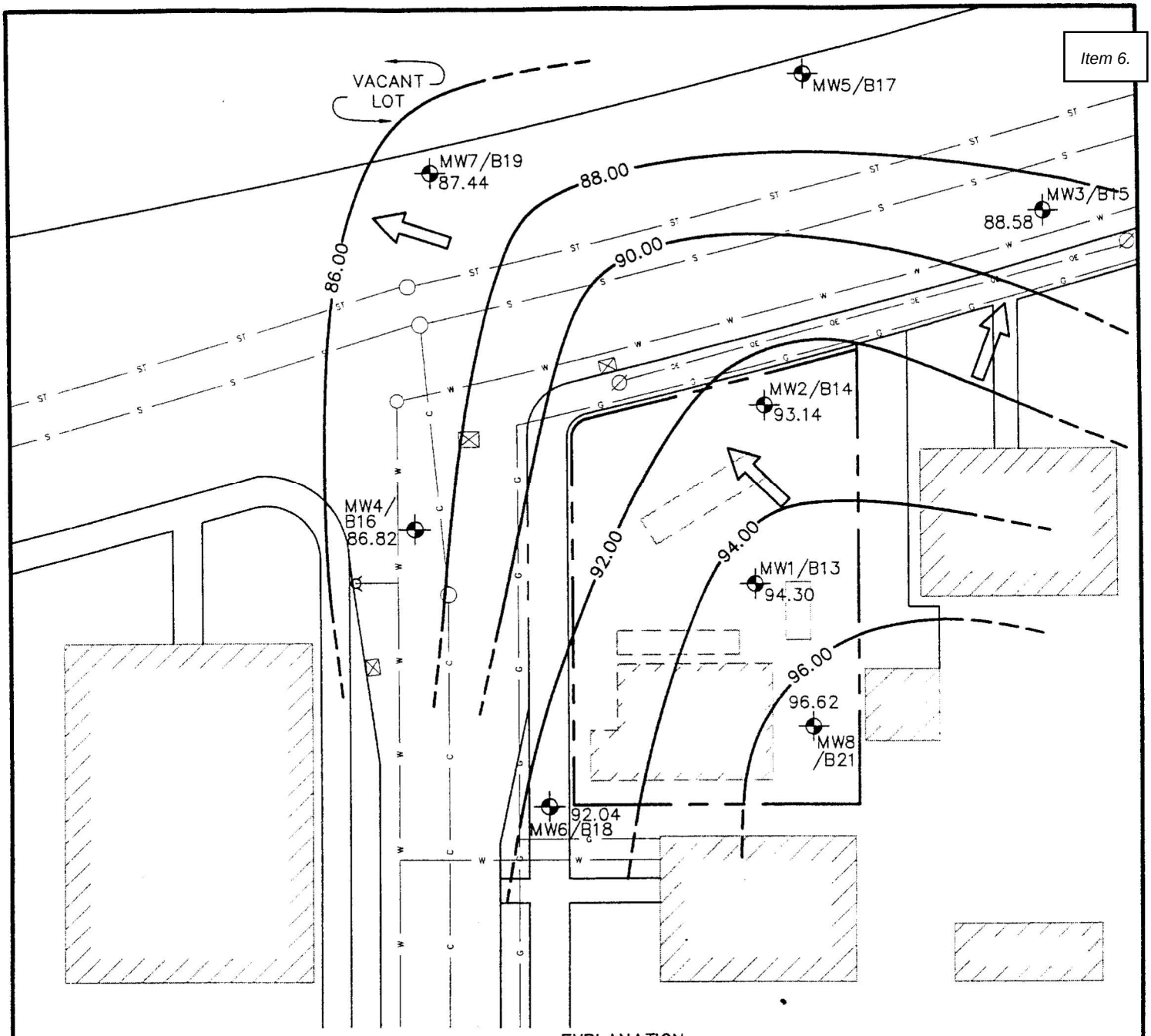
FIGURE: 2



DRAWN BY:PNW	PROJECT: COS-2049	DATE: 1/19/00
REV. DATE 1/28/00 3/20/01	THIS DRAWING AND ALL INFORMATION CONTAINED THEREON IS THE PROPERTY OF NORTHERN ENVIRONMENTAL INCORPORATED AND SHALL NOT BE COPIED OR USED EXCEPT FOR THE PURPOSE FOR WHICH IT IS EXPRESSLY FURNISHED.	FORMER HOUSEYE FILLING STATION SHEBOYGAN, WISCONSIN
Northern Environmental SM Hydrologists · Engineers · Geologists		EXTENT OF RELEASED PETROLEUM EXCEEDING REGULATORY LEVELS

K:\NET\DWG\COS-2049\011701_3

FIGURE: 3



EXPLANATION

MW1/B13 94.30 — MONITORING WELL/SOIL BOREHOLE LOCATION WITH GROUND-WATER ELEVATION IN FEET

POWER POLE

SEWER INLET

HYDRANT

GROUND-WATER FLOW DIRECTION

—94.00— GROUND-WATER ELEVATION CONTOUR LINE (2 FOOT CONTOUR INTERVALS) (DASHED WHERE INFERRED)

G — GAS LINE

S — SANITARY SEWER

ST — STORM SEWER

W — WATERMAIN

OE — OVERHEAD ELECTRIC

C — COMBINED SANITARY AND STORM SEWER

PROPERTY BOUNDARY

APPROXIMATE LOCATION OF FORMER USTs DISPENSER AND ISLAND

N

SCALE IN FEET

15 0 15 30

DRAWN BY:PNW	PROJECT: COS-2049	DATE: 01/19/00

REV. DATE
1/28/00
5/01/00
3/20/01

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Hydrologists · Engineers · Geologists

FORMER HOUSEYE FILLING STATION
SHEBOYGAN, WISCONSIN

GROUND-WATER CONDITIONS DECEMBER 20, 2000

K:\NET\DWG\COS-2049\020201_8

FIGURE: 8

Table 1 Ground-Water Elevation Data, Former Houseye Filling Station, Sheboygan, Wisconsin

Well Number	Ground Surface Elevation (feet)*	Reference Point** Elevation (Top of Riser)*	Date	Depth to Water (feet below Reference Point)	Water Table Elevation
MW1	100.10	99.48	02/21/00	8.04	91.44
			04/18/00	4.79	94.69
			06/14/00	5.00	94.48
			09/26/00	4.26	95.22
			12/20/00	5.18	94.30
MW2	99.33	98.74	02/21/00	8.16	90.58
			04/18/00	5.45	93.29
			06/14/00	4.43	94.31
			09/26/00	5.03	93.71
			12/20/00	5.60	93.14
MW3	100.30	99.93	02/21/00	9.91	90.02
			04/18/00	8.96	90.97
			06/14/00	8.83	91.10
			09/26/00	11.06	88.87
			12/20/00	11.35	88.58
MW4	97.31	96.91	02/21/00	10.10	86.81
			04/18/00	8.97	87.94
			06/14/00	9.00	87.91
			09/26/00	9.37	87.54
			12/20/00	10.09	86.82
MW5	99.20	98.81	02/21/00	>14.75	<84.06
			04/18/00	12.25	86.56
			06/14/00	10.63	88.18
			09/26/00	10.99	87.82
MW6	99.69	99.27	02/21/00	9.44	89.83
			04/18/00	6.20	93.07
			06/14/00	6.28	92.99
			09/26/00	6.41	92.86
			12/20/00	7.23	92.04
MW7	95.49	94.99	06/14/00	8.28	86.71
			09/26/00	8.25	86.74
			12/20/00	7.55	87.44
MW8	101.41	100.91	06/14/00	3.92	96.99
			09/26/00	4.04	96.87
			12/20/00	4.29	96.62

NOTE:

* = Elevations referenced to assigned site datum of 100 feet (site datum is the top bolt of the hydrant on the northwest of Indiana Avenue and 21st Street.

** = Reference point is the north side of PVC riser

Table 3 Summary of Ground-Water Quality Data, Former Houseye Filling Station, Sheboygan, Wisconsin

Sample Point	Date Collected	Date Analyzed	DRO (µg/l)	GRO (µg/l)	Dissolved Lead	Detected VOCs (µg/l)										
						Benzene	n-Butyl-benzene	sec-Butyl-benzene	Ethyl-benzene	Isopropyl-benzene	1,2-Dichloro ethane	Naphthalene	n-Propyl-benzene	Toluene	Trimethyl-benzenes	Xylenes
B3	05/11/99	05/18/99	-	-	-	310 310	-	-	2100 2100	-	-	-	-	<35	3780 3780	4000
MW1	02/21/00	02/24/00	-	-	-	10 10	<0.23	<0.34	5.3	<0.34	<0.36	<0.88	<0.3	15	<0.99	14.9
*	02/21/00	02/24/00	<100	<100	2.6 "J"	12	12 <0.23	<0.34	5.6	<0.34	<0.36	<0.88	<0.3	17	<0.99	15.7
	06/14/00	06/26/00	-	-	-	5.1	5.1 -	-	<0.50	-	-	-	-	<0.50	<1.00	<1.5
*	06/14/00	06/26/00	-	-	-	6.5	6.5 -	-	<0.50	-	-	-	-	<0.50	<1.00	<1.5
	09/26/00	10/06/00	-	-	-	4.0	-	-	<0.50	-	-	-	-	<0.50	<1.00	<1.50
	12/20/00	01/01/01	-	-	-	1.9	-	-	<0.40	-	-	-	-	<0.40	<0.80	<1.10
MW2	02/21/00	02/24/00	2300	32,000	2.4 "J"	7000 7000	100	51 "J"	3200 3200	78 "J"	89 "J" 89 "J"	170 "J" 170 "J"	220	3500 3500	1420 1420	12,600 12,600
	06/14/00	06/26/00	-	-	-	11,000	11,000	-	2300	2300	-	-	8800	8800	930	930 9300
	09/26/00	10/07/00	-	-	-	8500	8500	-	2300	2300	-	-	6000	6000	1410	1410 8800
	12/20/00	01/01/01	-	-	-	8700	8700	-	3300	3300	-	-	3900	3900	2310 2310	11,600 11600
MW3	02/21/00	02/24/00	130	<100	1.5 "J"	<0.32	<0.23	<0.34	<0.34	<0.34	<0.36	<0.88	<0.3	<0.35	<0.99	<0.98
	06/14/00	06/26/00	-	-	-	<0.50	-	-	<0.50	-	-	-	-	<0.50	<1.00	<1.5
	12/20/00	01/03/01	-	-	-	<0.40	-	-	<0.40	-	-	-	-	<0.40	<0.80	<1.10
MW4	02/21/00	02/24/00	<100	<100	2.4 "J"	<0.32	<0.23	<0.34	<0.34	<0.34	<0.36	<0.88	<0.3	<0.35	<0.99	<0.98
	06/14/00	06/26/00	-	-	-	<0.50	-	-	<0.50	-	-	-	-	<0.50	<1.00	<1.5
	12/20/00	01/03/01	-	-	-	<0.40	-	-	<0.40	-	-	-	-	<0.40	<0.80	<1.10
MW5	06/14/00	06/26/00	-	-	<1.1	<0.10	<0.40	<0.30	<0.10	<0.10	<0.40	<0.70	<0.30	<0.10	<0.50	<0.30
MW6	02/21/00	02/24/00	<100	<100	2.4 "J"	<0.32	<0.23	<0.34	<0.34	<0.34	<0.36	<0.88	<0.3	<0.35	<0.99	<0.98
	06/14/00	06/26/00	-	-	-	<0.50	-	-	<0.50	-	-	-	-	<0.50	<1.00	<1.5
	12/20/00	01/03/01	-	-	-	<0.40	-	-	<0.40	-	-	-	-	0.40"J"	<0.80	<1.10
MW7	06/14/00	06/26/00	-	-	2.3"J"	<0.10	<0.40	<0.30	<0.10	<0.10	<0.40	<0.70	<0.30	<0.10	<0.50	<0.30
	12/20/00	01/03/01	-	-	-	<0.40	-	-	0.67	-	-	-	-	0.65"J"	0.52"J"	2.70"J"
MW8	06/14/00	06/26/00	-	-	2.0"J"	<0.10	<0.40	<0.30	<0.10	<0.10	<0.40	<0.70	<0.30	4.2	<0.50	1.16
	09/26/00	10/06/00	-	-	-	<0.50	-	-	<0.50	-	-	-	-	0.50	<1.0	<1.50
	12/20/00	01/03/01	-	-	-	<0.40	-	-	<0.40	-	-	-	-	<0.40	<0.8	<1.10

256

Item 6.

Table 3 Summary of Ground-Water Quality Data, Former Houseye Filling Station, Sheboygan, Wisconsin

Sample Point	Date Collected	Date Analyzed	DRO (µg/l)	GRO (µg/l)	Dissolved Lead	Detected VOCs (µg/l)										
						Benzene	n-Butyl-benzene	sec-Butyl-benzene	Ethyl-benzene	Isopropyl-benzene	1,2-Dichloro ethane	Naphthalene	n-Propyl-benzene	Toluene	Trimethyl-benzenes	Xylenes
Trip Blank	02/21/00	02/24/00	-	-	-	<0.21	<0.23	<0.34	<0.34	<0.34	<0.36	<0.88	<0.3	<0.35	<0.99	<0.98
	09/26/00	10/06/00	-	-	-	<0.50	-	-	<0.50	-	-	-	-	0.50	<1.0	<1.50
	12/20/00	01/03/01	-	-	-	<0.40	-	-	<0.40	-	-	-	-	<0.40	<0.8	<1.1
NR 140, Wis. Adm. Code ES			NR	NR	15	5	NR	NR	700	NR	5	40	NR	1000	480	10,000
NR 140, Wis. Adm. Code PAL			NR	NR	1.5	0.5	NR	NR	140	NR	0.5	8	NR	200	96	1000

Note:

DRO = diesel range organics
GRO = gasoline range organics
µg/l = micrograms per liter
VOCs = volatile organic compound
<x = compound not detected to a detection limit of x
- = not analyzed
* = duplicate sample
"J" = value between limit of detection and limit of quantification
NR = not regulated by the Wisconsin Department of Natural Resources

XXX = exceeds Chapter NR 140, Wisconsin Administrative Code (NR 140, Wis. Adm. Code) enforcement standard (ES)

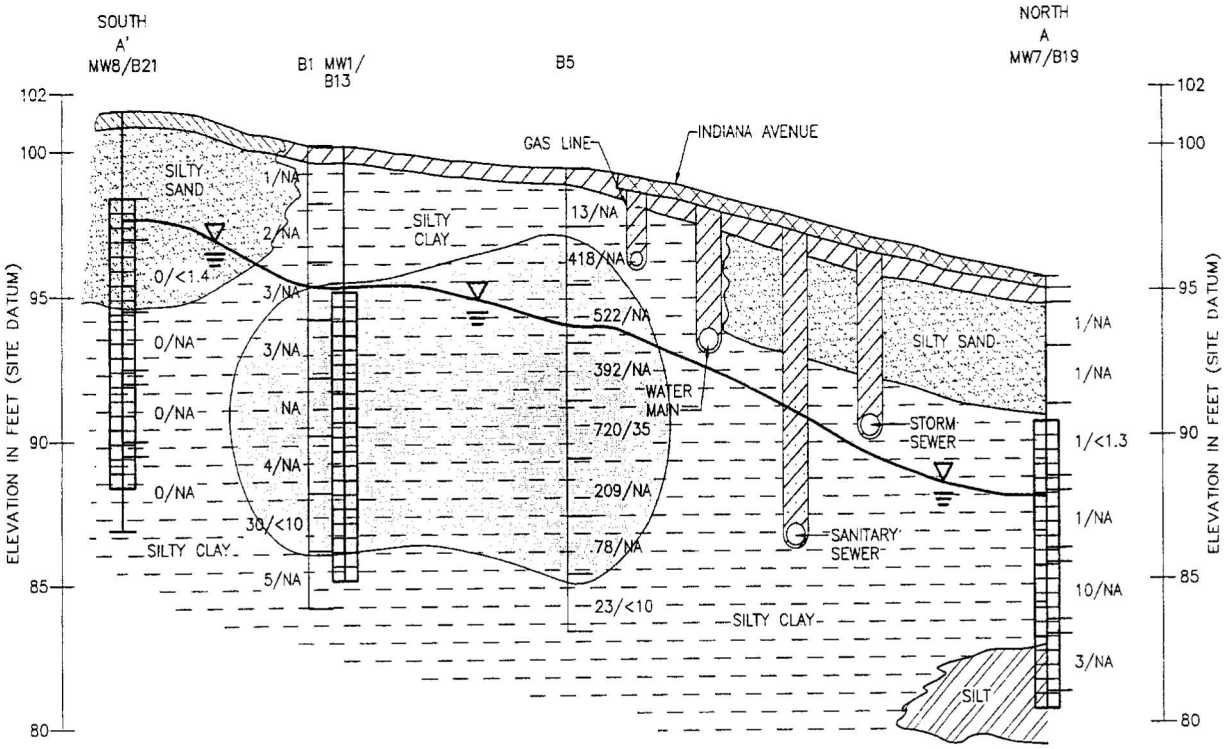
XXX = exceeds NR 140, Wis. Adm. Code preventive action limit (PAL)

B5 BOREHOLE IDENTIFICATION

SOIL BOREHOLE WITH SAMPLE INTERVAL AND PID RESULTS

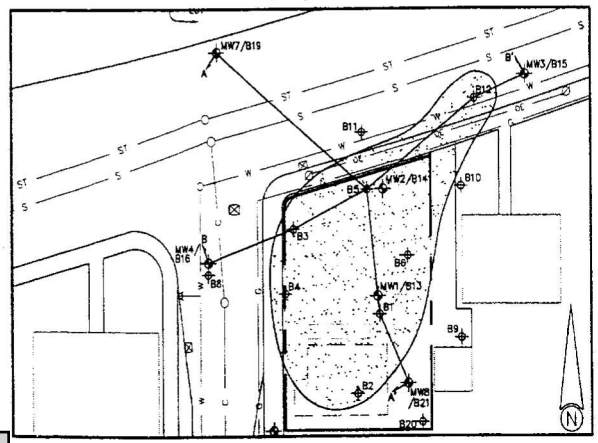
MW8/B21 MONITORING WELL IDENTIFICATION

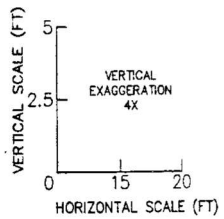
GROUND-WATER MONITORING WELL WITH SCREENED INTERVAL



CROSS SECTION REFERENCE MAP

1"=50'





EXPLANATION:

ASPHALT

FILL

SILTY SAND

TOPSOIL

SILT

SILTY CLAY

GRAVEL

EXTENT OF RELEASED PETROLEUM EXCEEDING GENERIC RESIDUAL CONTAMINANT LEVELS

PID	PHOTOIONIZATION DETECTOR
GRO	GASOLINE RANGE ORGANICS
iui	INSTRUMENT UNITS AS ISOBUTYLENE
mg/kg	MILLIGRAMS PER KILOGRAM
418/NA	PID(iui)/GRO(mg/kg)
	WATER TABLE

DRAWN BY: VLG	PROJECT: 01-1408-2049	DATE: 1/17/01
REV. DATE		

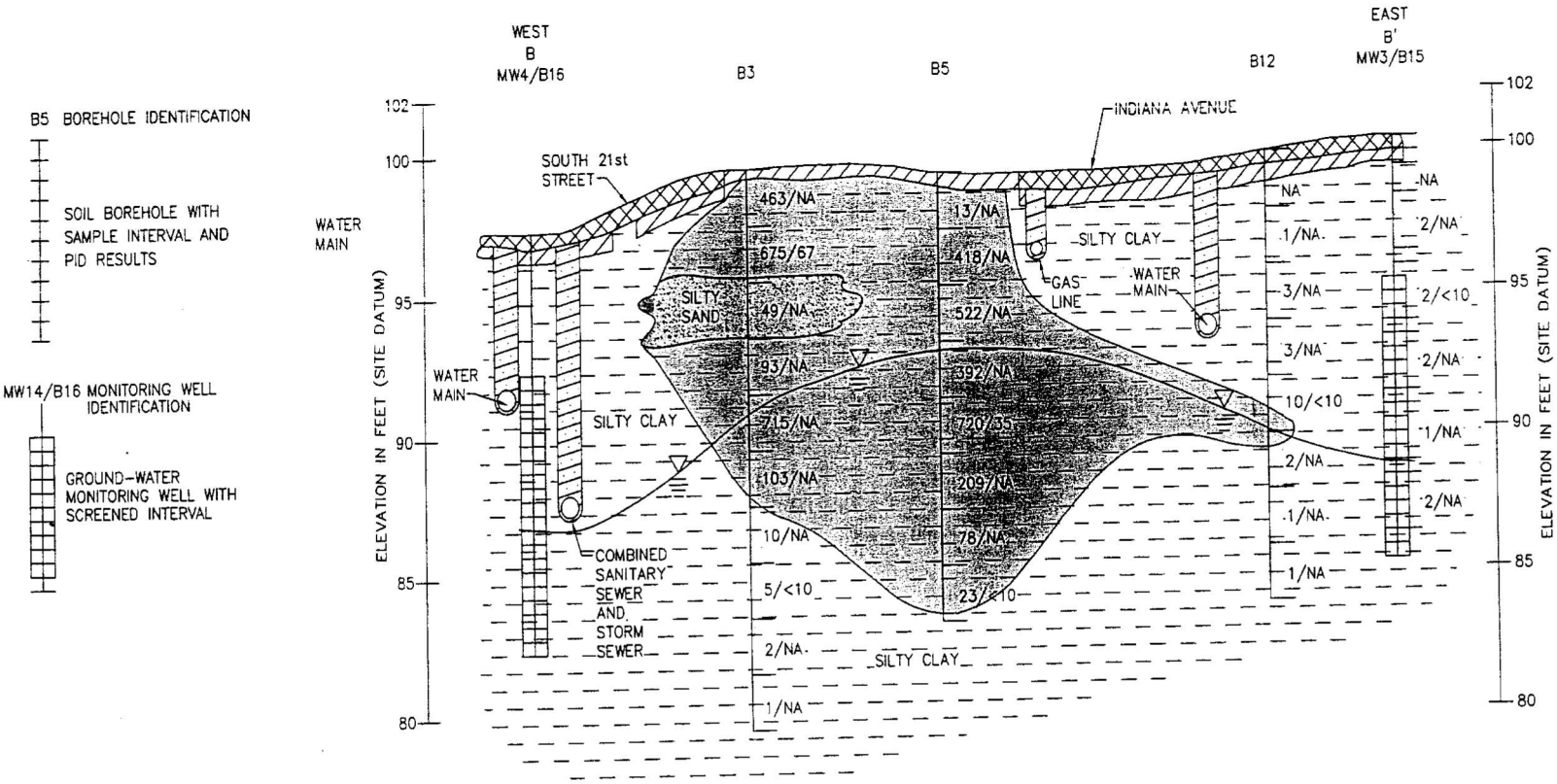
THIS DRAWING AND ALL INFORMATION CONTAINED THEREON IS THE PROPERTY OF NORTHERN ENVIRONMENTAL INCORPORATED AND SHALL NOT BE COPIED OR USED EXCEPT FOR THE PURPOSE FOR WHICH IT IS EXPRESSLY FURNISHED.

Northern Environmental SM
Hydrologists · Engineers · Geologists

FORMER HOUSEYE FILLING STATION
SHEBOYGAN, WISCONSIN

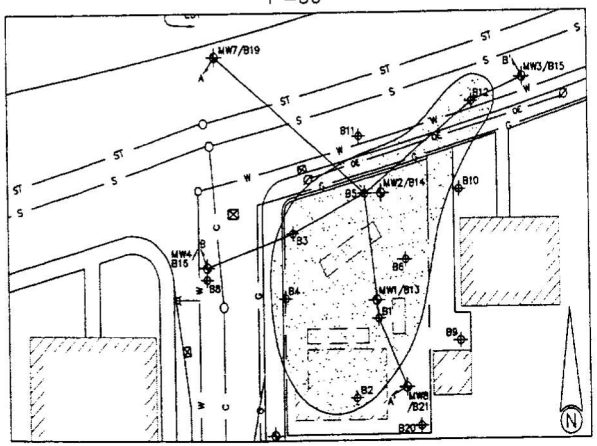
GEOLOGIC CROSS SECTION
A-A'

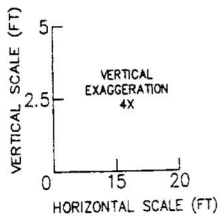
ET\DWG\COS-2049\011701_4



CROSS SECTION REFERENCE MAP

1"=50'





EXPLANATION:

- ASPHALT/CONCRETE
- GRAVEL
- SILTY SAND
- SILTY CLAY
- FILL
- WATER TABLE
- EXTENT OF RELEASED PETROLEUM EXCEEDING GENERIC RESIDUAL CONTAMINANT LEVELS

PID	PHOTOIONIZATION DETECTOR
GRO	GASOLINE RANGE ORGANICS
iui	INSTRUMENT UNITS AS ISOBUTYLENE
mg/kg	MILLIGRAMS PER KILOGRAM
418/NA	PID(iui)/GRO(mg/kg)

DRAWN BY: VLG	PROJECT: 01-1408-2049	DATE: 1/17/01
REV. DATE		

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Northern Environmental℠
Hydrologists · Engineers · Geologists

FORMER HOUSEYE FILLING STATION
SHEBOYGAN, WISCONSIN

GEOLOGIC CROSS SECTION B-B'

Northern Environmental℠
Hydrologists • Engineers • Geologists

1214 West Venture Court
Mequon, WI 53092
262-241-3133
800-776-7140
Fax 262-241-8222

June 28, 2001
(COS 01-1408-2049.140)

RECEIVED
AUG 07 2001
PECFA SITE REVIEW
MILWAUKEE OFFICE

Mr. David Biebel
City of Sheboygan
Department of Public Works
833 Center Avenue
Sheboygan, Wisconsin 53081

RE: Petroleum Contamination, Former Houseye Filling Station, 2021 Indiana Avenue, Sheboygan, Wisconsin; COMM #53081-4728-21

Dear Mr. Biebel:

The city of Sheboygan is the responsible party for petroleum contamination at 2021 Indiana Avenue, Sheboygan, Wisconsin (the Site). Northern Environmental Technologies, Incorporated (Northern Environmental) was retained to provide consulting services to investigate the petroleum release and obtain closure. Northern Environmental completed the site investigation and monitored ground-water quality at the Site. The Wisconsin Department Commerce (COMM) granted site closure during May 2001.

As a condition for closure, the COMM required that the city of Sheboygan Department of Public Works be notified of possible off-site petroleum contamination. Based on the investigation results, it appears that petroleum contamination may be present within utility corridors below Indiana Avenue. A figure showing the estimated extent of contamination is enclosed. We trust this information meets your needs. Please contact us if you have any questions or comments.

Sincerely,
Northern Environmental Technologies, Incorporated

Bradley J. Oppermann
Senior Project Manager

BJO/lmh
Enclosure

c: Mr. Kim Verhelst
Ms. Linda Michalets, COMM

© 2001 Northern Environmental Technologies, Inc.

GIS REGISTRY INFORMATION

SITE NAME:	Unimart Hwy 28						
BRRTS #:	03-60-150965	**FID # (if appropriate):**					
COMMERCE # (if appropriate):	53081-4729-17						
CLOSURE DATE:	December 8, 2005						
STREET ADDRESS:	2117 Indiana Ave						
CITY:	Sheboygan						
SOURCE PROPERTY GPS COORDINATES (meters in WTM91 projection):	**X =**	702464	**Y =**	365699			
CONTAMINATED MEDIA:	Groundwater		Soil		Both	X	
OFF-SOURCE GW CONTAMINATION >ES:		Yes	X	No			
• **IF YES, STREET ADDRESS:**	1211 S. 22nd St., Sheboygan, WI 53081						
• **GPS COORDINATES (meters in WTM91 projection):**	**X =**	702464	**Y =**	365675			
OFF-SOURCE SOIL CONTAMINATION >Generic or Site-Specific RCL (SSRCL):		Yes		No	x		
• **IF YES, STREET ADDRESS 1:**							
• **GPS COORDINATES (meters in WTM91 projection):**	**X =**		**Y =**				
CONTAMINATION IN RIGHT OF WAY:		Yes	X	No			

DOCUMENTS NEEDED

Closure Letter, and any conditional closure letter issued or denial letter issued.	X
Copy of most recent deed, including legal description, for all affected properties	X
Certified survey map or relevant portion of the recorded plat map (*if referenced in the legal description*) for all affected properties	X
County Parcel ID number, *if used for county*, for all affected properties	X
Location Map which outlines all properties within contaminated site boundaries on USGS topographic map or plat map in sufficient detail to permit the parcels to be located easily (8.5x14" if paper copy). If groundwater standards are exceeded, the map must also include the location of all municipal and potable wells within 1200' of the site.	X
Detailed Site Map(s) for all affected properties, showing buildings, roads, property boundaries, contaminant sources, utility lines, monitoring wells and potable wells. (8.5x14", if paper copy) This map shall also show the location of all contaminated public streets, highway and railroad rights-of-way in relation to the source property and in relation to the boundaries of groundwater contamination exceeding ch. NR 140 ESs and soil contamination exceeding ch. NR 720 generic or SSRCLs.	X
Tables of Latest Groundwater Analytical Results (no shading or cross-hatching)	X
Tables of Latest Soil Analytical Results (no shading or cross-hatching)	X
Isoconcentration map(s), *if required for site investigation (SI)* (8.5x14" if paper copy). The isoconcentration map should have flow direction and extent of groundwater contamination defined. **If not available, include the latest extent of contaminant plume map.**	X
GW: Table of water level elevations, with sampling dates, and free product noted if present- SEE GW QUALITY DATA TABLES	X
GW: Latest groundwater flow direction/monitoring well location map (should be 2 maps if maximum variation in flow direction is greater than 20 degrees)	X
SOIL: Latest horizontal extent of contamination exceeding generic or SSRCLs, with one contour	
Geologic cross-sections, *if required for SI.* (8.5x14' if paper copy)	X
RP certified statement that legal descriptions are complete and accurate.	X
Copies of off-source notification letters (if applicable)	X
Letter informing ROW owner of residual contamination (if applicable)(public, highway or railroad ROW)	X
Copy of (soil or land use) deed restriction (s) or deed notice if any required as a condition of closure	
Copy of any maintenance plan referenced in the deed restriction	

ENVIRONMENTAL & REGULATORY SERVICES DIVISION
BUREAU OF PECFA
101 West Pleasant Street, Suite 100A
Milwaukee, Wisconsin 53212-3963
TDD #: (608) 264-8777
Fax #: (414) 220-5374
Jim Doyle, Governor
Mary P. Burke, Secretary

commerce.wi.gov
Wisconsin
Department of Commerce

December 8, 2005

Mr. William Springer
Lakeshore Oil & Tire Co., Inc.
P.O. Box 876
Manitowoc, WI 54221-0876

RE: **Final Closure**

Commerce # 53081-4729-17 WDNR BRRTS # 03-60-150965
Unimart Hwy 28, 2117 Indiana Avenue, Sheboygan

Dear Mr. Springer:

The Wisconsin Department of Commerce (Commerce) has received all items required as conditions for closure of the site referenced above. This case is now listed as "closed" on the Commerce database and will be included on the Wisconsin Department of Natural Resources (WDNR) Geographic Information System (GIS) Registry of Closed Remediation Sites to address residual soil and groundwater contamination. It is in your best interest to keep all documentation related to the environmental activities that were conducted.

If residual contamination is encountered in the future, it must be managed in accordance with all applicable state and federal regulations. If it is determined that any remaining contamination poses a threat, the case may be reopened and further investigation or remediation may be required.

Thank you for your efforts to bring this case to closure. If you have any questions, please contact me in writing at the letterhead address or by telephone at (414) 220-5361.

Sincerely,

Monica Weis

Monica L. Weis
Hydrogeologist
Site Review Section

cc: Mr. Robert Herubin, NRP Environmental Consultants, Inc.
Case File

ENVIRONMENTAL & REGULATORY SERVICES DI
BUREAU OF PECFA
101 West Pleasant Street, Suite 100A
Milwaukee, Wisconsin 53212-3963
TDD #: (608) 264-8777
Fax #: (414) 220-5374
Jim Doyle, Governor
Mary P. Burke, Secretary

commerce.wi.gov
Wisconsin
Department of Commerce

August 10, 2005

Mr. William Springer
Lakeshore Oil & Tire Co., Inc.
P.O. Box 876
Manitowoc, WI 54221-0876

RE: **Conditional Case Closure**

Commerce # 53081-4729-17 WDNR BRRTS # 03-60-150965
Unimart Hwy 28, 2117 Indiana Ave., Sheboygan

Dear Mr. Springer:

The Wisconsin Department of Commerce (Commerce) has reviewed the request for case closure prepared by your consultant, NRP Environmental Consultants, Inc., for the site referenced above. It is understood that residual soil and groundwater contamination remains on site. Commerce has determined that this site does not pose a significant threat to the environment and human health. No further investigation or remedial action is necessary.

The following condition must be satisfied to obtain final closure:

- All site monitoring wells must be properly abandoned and the appropriate documentation forwarded to Commerce at the letterhead address.

This letter serves as your written notice of "no further action". Timely filing of your final PECFA claim (if applicable) is encouraged. If your claim is not received within 120 days of the date of this letter, interest costs incurred after 60 days of the date of this letter will not be eligible for PECFA reimbursement.

Thank you for your efforts to protect and restore Wisconsin's environment. If you have any questions, please contact me in writing at the letterhead address or by telephone at (414) 220-5402.

Sincerely,

Stephen D. Mueller
Hydrogeologist
Site Review Section

cc: Mr. Steven Bouc, NRP Environmental Consultants, Inc.
Case File

SOURCE PROPERTY(S)

$12.00

SPECIAL WARRANTY DEED

STATE OF WISCONSIN)
)
COUNTY OF SHEBOYGAN)

KNOW ALL MEN BY THESE PRESENTS: That NATIONAL LIFE INSURANCE COMPANY, a Vermont corporation, with offices in Montpelier, Vermont, herein called "Grantor", hereby conveys to UNION OIL COMPANY OF CALIFORNIA, a California corporation, with an office in Palatine, Cook County, Illinois, herein called "Grantee", for the sum of Ten Dollars ($10.00) cash and other good and valuable consideration in hand paid, the receipt whereof is hereby acknowledged, the following described parcel of land situated in Sheboygan County, Wisconsin, to-wit:

> Lots Thirty-one (31) and Thirty-two (32) in Block Two (2) of Koerner Land Company's Subdivision to the City of Sheboygan, County of Sheboygan, State of Wisconsin.
>
> Together with all buildings and improvements thereon and all rights-of-way or use, servitudes, licenses, easements, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.
>
> Subject to covenants, conditions, restrictions, reservations, rights, rights-of-way, highways and easements, if any, of record.

And the said Grantor does hereby, for itself and its successors, covenant with the said Grantee, its successors and assigns, that the conveyed premises are free from all encumbrances made or suffered by Grantor, and that Grantor will, and its successors shall, warrant and defend the same to the said Grantee, its successors and assigns, forever, against the lawful claims and demands of all persons whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, NATIONAL LIFE INSURANCE COMPANY has caused these presents to be signed in its corporate name by its Vice President

This instrument prepared by _____, an attorney for UNION OIL COMPANY OF CALIFORNIA, 200 East Golf Road, Palatine, Illinois 60067.

VOL 767 PAGE 127

and Assistant Secretary and its corporate seal to be affixed hereto this 3rd day of December, 1975.

Signed and Sealed in Presence of:

Verna C. Loverige

Beatrice Olmstead

NATIONAL LIFE INSURANCE COMPANY

By _____ Vice President

ATTEST:

_____ Assistant Secretary

STATE OF VERMONT)
)
COUNTY OF WASHINGTON)

On this 3rd day of December, 1975, before me, the undersigned officer, personally appeared Roy E. Glazier and H. R. Crossett, who acknowledged themselves to be a Vice President and an Assistant Secretary, respectively, of NATIONAL LIFE INSURANCE COMPANY, a Vermont corporation, and that they, as such Vice President and Assistant Secretary, respectively, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation themselves as Vice President and Assistant Secretary, respectively.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above set forth.

Notary Public in and for
Washington County, Vermont
Beatrice Olmstead

My commission expires:

February 10, 1979

REGISTER'S OFFICE
SHEBOYGAN COUNTY, WISCONSIN
Jan 22nd
Jan 2 At 11:40
Record in Vol 767
Record 427/2

MICHAEL E. BURNIK
ATTORNEY-AT-LAW
200 E. GOLF RD., PALATINE
ILLINOIS

Cancellation of Lease Agreement
(Lease to Union)

Union Oil Company of California

UNION 76

991940

WHEREAS, on the 18th day of October 19 55 a certain written lease agreement was made and entered into by and between NATIONAL LIFE INSURANCE COMPANY, a corporation of Vermont as lessor, and Union Oil Company of California, a California corporation, or its predecessor in title, as lessee, covering certain premises situated in the City of ---, County of Sheboygan and State of Wisconsin, described as follows:

Lots Thirty-one (31) and Thirty-two (32) in Block Two (2) of Koerner Land Company's Subdivision to the City of Sheboygan, County of Sheboygan, State of Wisconsin.

Subject to easements and restrictions of record.

REGISTER'S OFFICE
SHEBOYGAN COUNTY, WISCONSIN
Received for Record the 29th day of Jan. A. D. 1976 at 11:40 o'clock A M., and Recorded in Vol 767 of Records on page 429/30
Harvey H. Koch Register

REC #79-8447 K00003.00 JR

said lease agreement being recorded in Vol. 5 of Contracts, page 421/4, in the office of the Recorder or Register of Sheboygan County, Wisconsin, and

WHEREAS, the term of said lease agreement, and any amendments thereof or supplements thereto, has not expired, but it is mutually desired to cancel and terminate same as hereinafter set out.

NOW, THEREFORE, in consideration of One Dollar cash in hand paid by each party to the other, and other good and valuable considerations, receipt of which is hereby acknowledged, the undersigned parties in and/or having the present interests in said lease agreement, and any amendments thereof or supplements thereto, do hereby mutually agree that the same shall be and hereby is cancelled and terminated as of the 30th day of November, 19 75, and from and after such date of cancellation and termination each party shall be released and discharged of all further obligations thereunder, but such cancellation and termination shall not release or discharge any party from any obligations that have accrued thereunder prior to said cancellation and termination.

The Recorder or Register of the aforesaid County and State is hereby authorized and directed to release and discharge the aforesaid lease agreement, and any amendments thereof or supplements thereto, of record in said office.

WITNESS the execution hereof on this the 26th day of November, 1975.

Signed and acknowledged in the presence of:
Verna C. Imperiale
Verna C. Imperiale
Beatrice Olmstead
Beatrice Olmstead

NATIONAL LIFE INSURANCE COMPANY (Seal)
By Roy B. Glazier (Seal)
Vice President Roy B. Glazier
ATTEST: (Seal)
M. R. Crossett (Seal)
Assistant Secretary
M. R. Crossett

Signed and acknowledged in the presence of:
PAUL GRASCH
SHERRILL S. MANGOLD

Union Oil Company of California
By R. J. WALERIUS
Vice President

FORM APPROVED

1976 JAN 29 AM 11 40

VOL 767 PAGE 429

VOL 767 PAGE 436

ACKNOWLEDGMENT OF LESSOR

STATE OF VERMONT)
)
COUNTY OF WASHINGTON)

On this 3rd day of December, 1975, before me, the undersigned officer, personally appeared Roy B. Glazier and M. R. Crossett, who acknowledged themselves to be a Vice President and an Assistant Secretary, respectively, of NATIONAL LIFE INSURANCE COMPANY, a Vermont corporation, and that they, as such Vice President and Assistant Secretary, respectively, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation themselves as Vice President and Assistant Secretary, respectively.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above set forth.

NOTARY PUBLIC * BEATRICE OLMSTEAD * STATE OF VERMONT

Beatrice Olmstead
Notary Public In and for
Washington County, Vermont
Beatrice Olmstead

My commission expires:

February 10, 1979

ACKNOWLEDGMENT OF LESSEE

STATE OF ILLINOIS
COUNTY OF COOK } ss

I, the undersigned, a Notary Public in and for said county, do hereby certify that R. J. WALLERIUS personally known to me to be [illegible] of UNION OIL COMPANY OF CALIFORNIA, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such [illegible] he signed and delivered the said instrument as his free and voluntary act and the free and voluntary act of said UNION OIL COMPANY OF CALIFORNIA for the uses and purposes therein set forth, and that he was duly authorized to execute and deliver the same as aforesaid.

Given under my hand and official seal this 4th day of November 19 75

[illegible]
Notary Public

My commission expires:

[illegible]

SPECIAL WARRANTY DEED

391941

STATE OF WISCONSIN)
) TRANSFER
COUNTY OF SHEYBOGAN) $12.00
TFE

KNOW ALL MEN BY THESE PRESENTS:

That UNION OIL COMPANY OF CALIFORNIA, a California corporation, with an office at 200 East Golf Road, Palatine, Cook County, Illinois, herein called "Grantor", hereby conveys to GASSERT OIL COMPANY, INC., a Wisconsin corporation, of Sheboygan, Wisconsin, herein called "Grantee", for the sum of Ten Dollars ($10.00) cash and other good and valuable consideration in hand paid, the receipt whereof is hereby acknowledged, the following described parcel of land situated in Sheboygan County, Wisconsin, to-wit:

Lots Thirty-one (31) and Thirty-two (32) in Block Two (2) of Koerner Land Company's Subdivision to the City of Sheboygan, County of Sheboygan, State of Wisconsin.

[illegible] K00003.00 RR
[illegible] K00017.00 TF

Subject to any and all restrictions, covenants, conditions, zoning ordinances, rights-of-way, highways and easements of record, if any, affecting said land.

And the said Grantor does hereby, for itself and its successors, covenant with the said Grantee, its successors and assigns, that the conveyed premises are free from all encumbrances made or suffered by Grantor, and that Grantor will, and its successors shall, warrant and defend the same to the said Grantee, its successors and assigns, forever, against the lawful claims and demands of all persons whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

1976 JAN 29 AM 11 41

IN WITNESS WHEREOF, UNION OIL COMPANY OF CALIFORNIA has caused these presents to be signed in its corporate name by a Vice President

This instrument prepared by MICHAEL E. RIFKIN, an attorney for UNION OIL COMPANY OF CALIFORNIA, 200 East Golf Road, Palatine, Illinois 60067.

VOL 767 PAGE 431

and an Assistant Secretary and its corporate seal to be affixed hereto this 24th day of December, 1975.

UNION OIL COMPANY OF CALIFORNIA

By _____
Vice President

By _____
Assistant Secretary

FORM APPROVED

STATE OF ILLINOIS)
)
COUNTY OF COOK)

On this 24th day of December, 1975, before me, the undersigned officer, personally appeared _____ and _____, who acknowledged themselves to be a Vice President and an Assistant Secretary, respectively, of UNION OIL COMPANY OF CALIFORNIA, a California corporation, and that they, as such Vice President and Assistant Secretary, respectively, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation themselves as Vice President and Assistant Secretary, respectively.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above set forth.

_____
Notary Public in and for
Cook County, Illinois

My commission expires:

_____

REGISTER'S OFFICE
SHEBOYGAN COUNTY, WISCONSIN
Received for Record this 29th day of
Jan. A.D. 76 at 11:41
and Recorded in Vol. 762
Record on page 431/2
Register

AFFECTED PROPERTY

UNOFFICIAL COPY

1668292

SHEBOYGAN COUNTY, WI
RECORDED ON

01/17/2003 04:00PM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 11.00
TRANSFER FEE:

STAFF ID 6
TRANS # 13382

OF PAGES: 1

MORTGAGE, RELEASE, SATISFACTION AND DISCHARGE

Project #: 472WFHM
Loan #: 472-0126118

WIMRS02-3 01/03/01

472-0126118

Investor Loan #: 12252002
Property Address:
1211 S 22ND ST
SHEBOYGAN, WI 53081

MORTGAGE RELEASE, SATISFACTION, AND DISCHARGE

IN CONSIDERATION of the payment and full satisfaction of all indebtedness secured by that certain Mortgage described below, WELLS FARGO HOME MORTGAGE, INC., , whose address is 3476 STATEVIEW ROAD, MAC X7801-033, FORT MILL, SC 29715, being the present legal owner of said indebtedness and thereby entitled and authorized to receive said payment, does hereby release, satisfy, and discharge said Mortgage in full and does hereby consent that the same be canceled and discharged of record.

This space for Recorder's Use Only

When Recorded Return To:
DOCX, LLC
1111 ALDERMAN DR., SUITE 350
ALPHARETTA, GA 30005
770-753-4373

PIN Tax ID #: 59281511900

Borrower(s): GIAN F. DECARBONACONTI AND ROXANNE M. DECARBONACONT
Original Mortgagee: WELLS FARGO HOME MORTGAGE, INC.
Loan Amount: $90,750
Recording Date: 04-05-2002 Book: NA Page: NA Date of Mortgage: 03-28-2002 Instrument #: 1633307
Legal Description: ALL OF LOT THIRTY (30) AND THE NORTH 10' OF LOT TWENTY-NINE (29), BLOCK 2, KOERNER LAND COMPANYS SUBDIVISION, CITY OF SHEBOYGAN, ACCORDING TO THE RECORDED PLAT THEREOF.
Comments:

and recorded in the official records of SHEBOYGAN County, State of Wisconsin affecting Real Property and more particulary described on said Mortgage referred to herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on this date of 1/15/2003.

WELLS FARGO HOME MORTGAGE, INC.

RG
Witness: RENEE GAGLIONE

DONNA BENIO
VICE PRESIDENT

Witness: SUE SNYDER

WELLS FARGO HOME MORTGAGE, INC. CORPORATE SEAL CALIFORNIA

JENNIFER BENIO
ASSISTANT SECRETARY

State of GA
County of FULTON

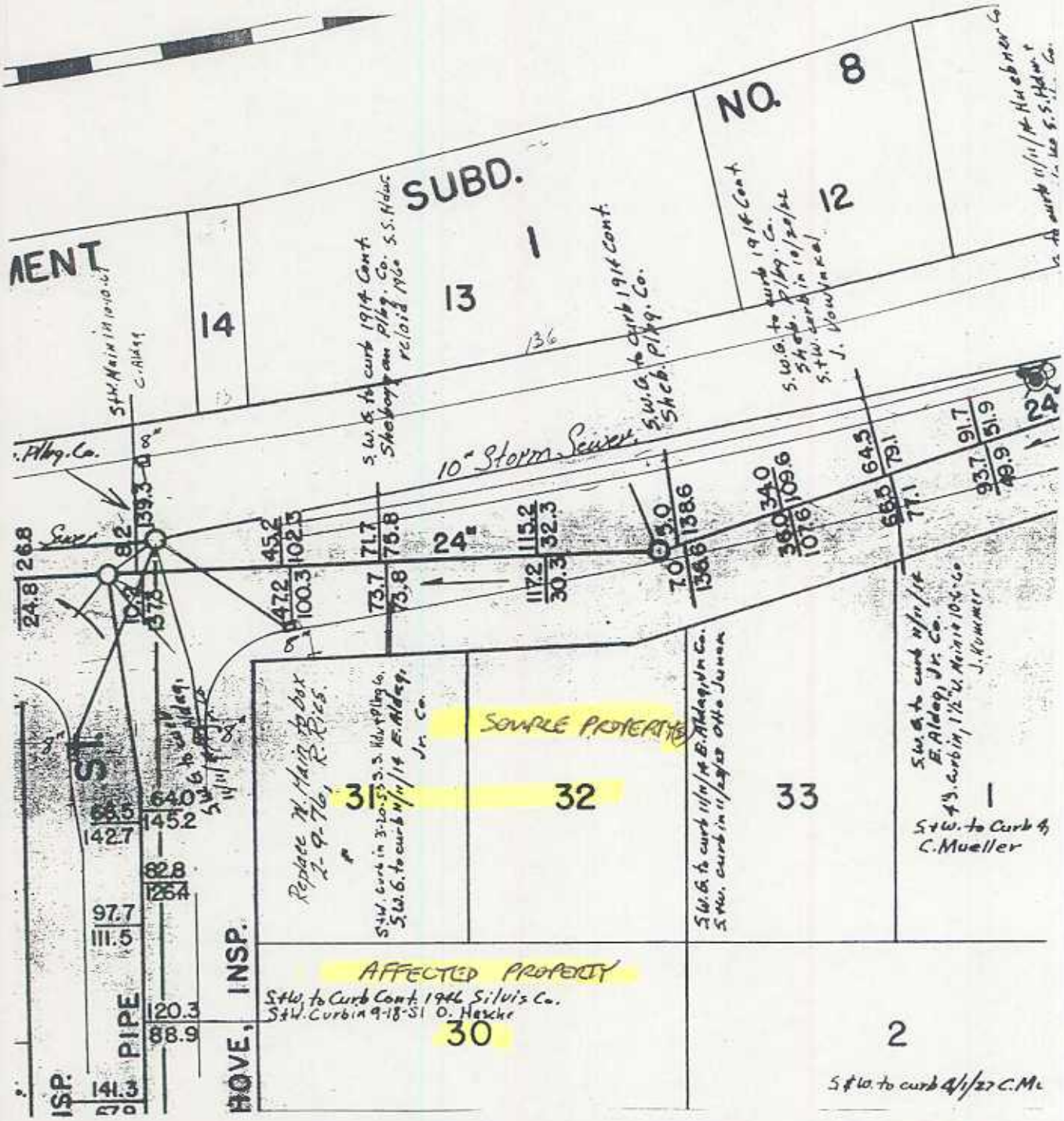
On this date of 1/15/2003, before me, the undersigned authority, a Notary Public duly commissioned, qualified and acting within and for the aforementioned State and County, personally appeared the within named DONNA BENIO and JENNIFER BENIO, known to me (or identified to me on the basis of satisfactory evidence) that they are the VICE PRESIDENT and ASSISTANT SECRETARY respectively of WELLS FARGO HOME MORTGAGE, INC., , and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and on behalf of said corporation and that said coporation executed the same, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

Witness my hand and official seal on the date hereinabove set forth.

Notary Public: USHA DALMIA
My Commission Expires: 09-15-2006

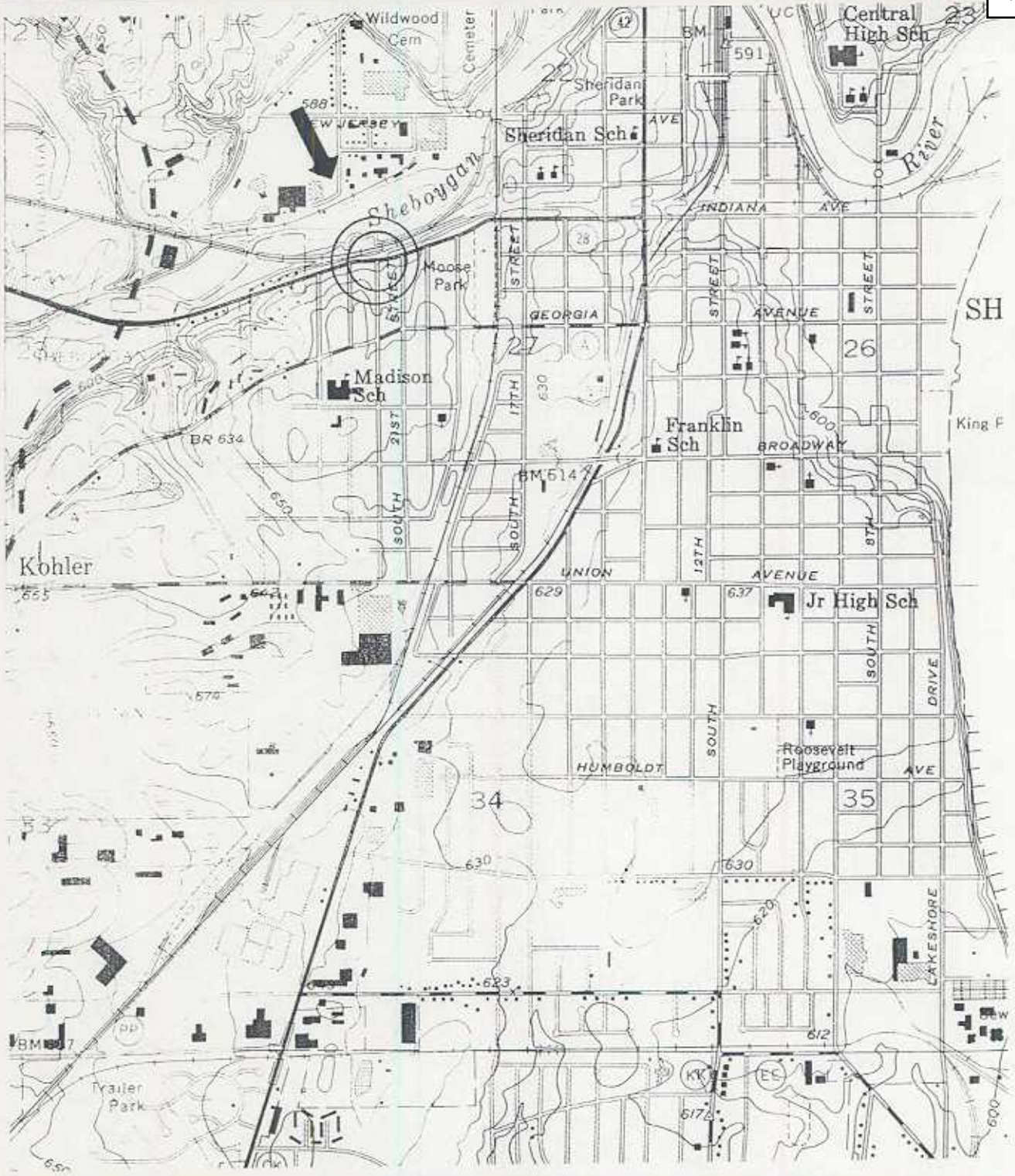
USHA DALMIA NOTARY PUBLIC FULTON COUNTY, GEORGIA

Document Drafted and Prepared By:
RONALD E. MEHARG

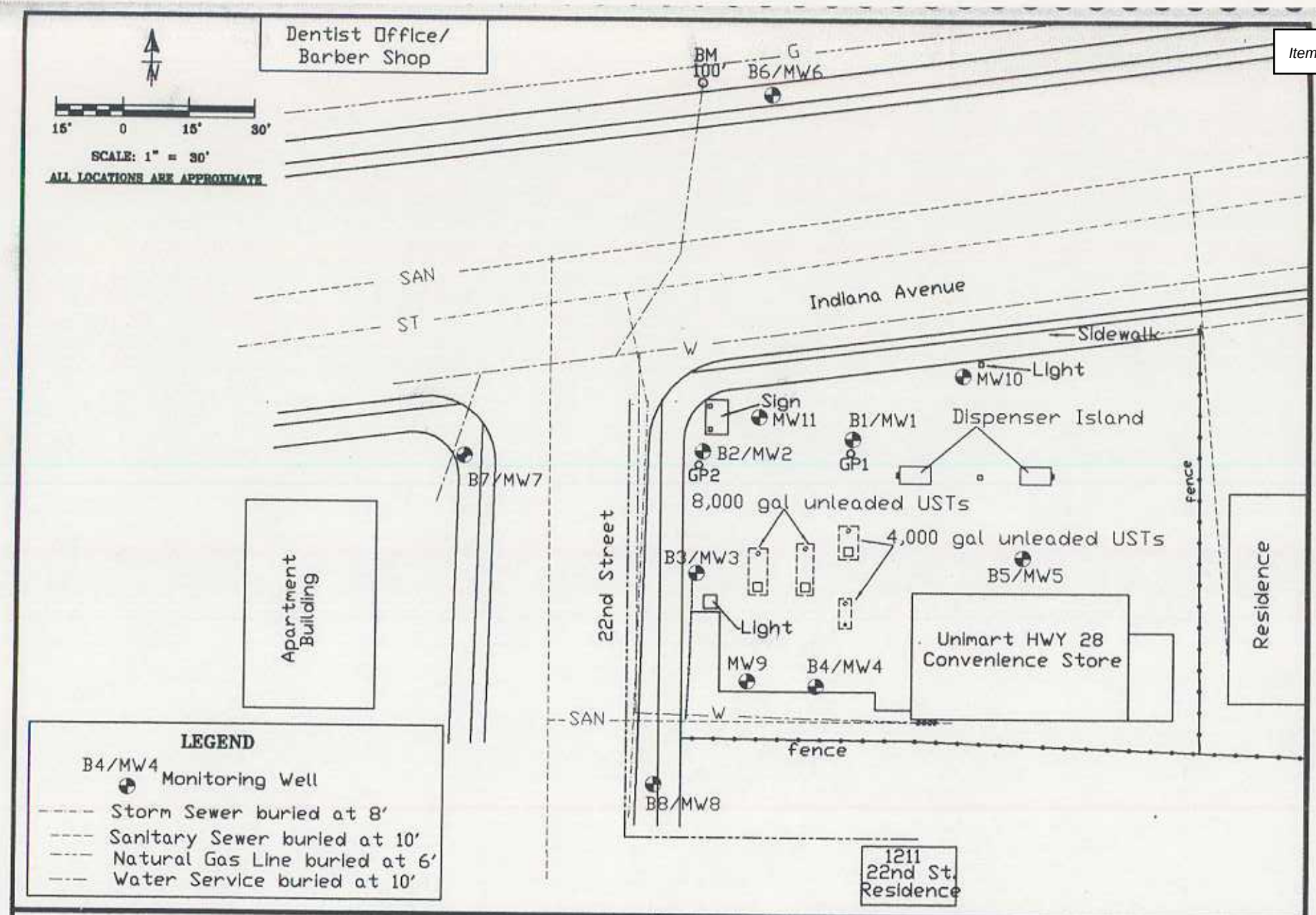


ENVIRONMENTAL ASSESSMENTS, INC.	Project/Client CITY OF SHEBOYGAN UTILITIES & PLAT MAP (City of Sheboygan Planning Commission)

Figure No.	2
Drawn By	VAF
Scale	none
Project No.	



ENVIRONMENTAL ASSESSMENTS, INC.	Project/Client **SITE LOCATION MAP** **UNIMART-HWY 28** **2117 INDIANA AVENUE** **SHEBOYGAN, WISCONSIN** (Map source 7.5 Minute series USGS Topographic Map of Sheboygan)	Figure No.	1
		Drawn By	BAB
		Scale	1" = 1,500 ft
		Project No.	60023010497



NRP ENVIRONMENTAL CONSULTANTS,INC.

Figure 2: Site Detail Map

Unimart Hwy 28 Sheboygan, WI

ID#:unimart-plot

TABLE I

SUMMARY OF GROUNDWATER ANALYSIS RESULTS AND GROUNDWATER ELEVATIONS

MW-1	GROUND ELEVATION 98.94'			TOP OF SCREEN ELEV 93.95'			TOP OF PVC ELEVATION 98.63'		
Date	Benzene	Ethyl Benzene	Toluene	Total Xylenes	MTBE	Total TMB	Napht-alene	Depth to GW	GW Elevation
06/09/98	**3950**	**1470**	289	**12550**	**2450**	**2667**	**635**	13.51'	85.12'
02/25/99	**2900**	**1500**	**4500**	**17000**	**1400**	**4700**	**1100**	12.96'	85.67'
12/02/99	**3400**	**910**	810	9100	**2200**	**2120**	**400**	13.30'	85.53'
02/28/00	**2200**	**1000**	130	**10000**	**1300**	**2360**	--	13.63'	85.00'
08/29/00	**2200**	**1200**	140	9200	**1300**	**2430**	**600**	13.25'	85.38'
01/02/01	**2100**	**2100**	180	**19000**	**900**	**6100**	--	13.23'	85.40'
05/15/01	**2800**	**1300**	**1100**	**12500**	**1200**	**2630**	**520**	11.98'	86.65'
11/15/01	**1800**	**1300**	80	**13000**	**630**	**3600**	**770**	13.20'	85.43'
04/04/02	**1800**	**1600**	260	**14000**	**650**	**3900**	**670**	12.58'	86.05'
12/11/02	**1400**	**1400**	110	**11400**	**590**	**3330**	--	13.27'	85.36'
03/12/03	**870**	620	110	5910	**360**	**2480**	**810**	13.49'	85.14'
07/17/03	**980**	**850**	80	6700	**400**	**2360**	**570**	14.50'	84.13'
10/16/03	**1100**	**860**	79	7500	**600**	**2790**	**750**	13.40'	85.23'
01/12/04	**640**	300	63	2400	**530**	**970**	**140**	13.61'	85.02'
05/10/04	**850**	**880**	62	7300	**530**	**2300**	**480**	10.75'	87.88'
07/16/04	**1000**	**840**	86	5860	**650**	**2030**	**490**	13.20'	85.43'
04/04/05	**940**	**1400**	80	10600	**560**	**3660**	**700**	12.07'	85.56'
WDNR PAL	0.5	140	200	1000	12	96	8		
WDNR ES	5	700	1000	10000	60	480	40		

All results in ug/l (ppb)
TMB = Total trimethylbenzenes
WDNR PAL = WDNR 140 preventive action limit
WDNR ES = WDNR 140 enforcement standards
Numbers in bold indicate WDNR ES exceedance

TABLE I

SUMMARY OF GROUNDWATER ANALYSIS RESULTS AND GROUNDWATER ELEVATIONS

MW-2	GROUND ELEVATION 98.27'			TOP OF SCREEN ELEV 94.21'			TOP OF PVC ELEVATION 98.00'		
Date	Benzene	Ethyl Benzene	Toluene	Total Xylenes	MTBE	Total TMB	Napht-alene	Depth to GW	GW Elevation
12/31/97	**3580**	**800**	**1540**	9920	**4470**	**1581**	**324**		
06/09/98	**4390**	**1740**	**1840**	**13740**	**2420**	**2822**	**461**	12.69'	85.31'
02/25/99	**3300**	**1600**	850	**14000**	**1700**	**2760**	**480**	11.60'	86.40'
12/02/99	**2900**	**1600**	610	**13000**	**1300**	**8900**	**670**	13.30'	84.70'
02/28/00	**2500**	**1600**	340	**12000**	**1300**	**2900**	--	11.62'	86.38'
08/29/00	**2600**	**1400**	110	8900	**1300**	**2470**	**570**	13.17'	84.83'
01/02/01	**2600**	**1700**	200	**14000**	**930**	**2900**	--	12.87'	85.13'
05/15/01	**2200**	**1800**	270	**16500**	**710**	**3170**	**710**	12.71'	85.29'
11/15/01	**2600**	**1700**	220	**14000**	**620**	**3420**	**760**	12.84'	85.16'
04/04/02	**2300**	**1900**	320	**17000**	**620**	**4200**	**740**	12.05'	85.95'
12/11/02	**2000**	**1600**	150	**11600**	**580**	**2990**	--	12.33'	85.67'
03/12/03	**1500**	**790**	100	8780	**440**	**2640**	**590**	13.21'	84.79'
07/17/03	**1300**	**910**	100	6800	**480**	**2140**	**490**	13.50'	84.50'
10/16/03	**1500**	**1100**	170	8200	**560**	**2510**	**570**	13.18'	84.82'
01/12/04	**1500**	**1400**	100	**11100**	**550**	**2870**	**650**	12.22'	85.78'
05/10/04	**1400**	**1400**	120	8199	**540**	**2770**	**690**	10.39'	87.67'
07/16/04	**1300**	**940**	110	7400	**490**	**2000**	**610**	11.50'	86.50'
04/04/05	**1500**	**1600**	140	**12300**	**560**	**3300**	**690**	11.04'	86.96'
WDNR PAL	0.5	140	200	1000	12	96	8		
WDNR ES	5	700	1000	10000	60	480	40		

All results in ug/l (ppb)
TMB = Total trimethylbenzenes
WDNR PAL = WDNR 140 preventive action limit
WDNR ES = WDNR 140 enforcement standards
Numbers in bold indicate WDNR ES exceedance

TABLE I

SUMMARY OF GROUNDWATER ANALYSIS RESULTS AND GROUNDWATER ELEVATIONS

MW-3	GROUND ELEVATION 99.02'			TOP OF SCREEN ELEV 94.79'			TOP OF PVC ELEVATION 98.46'		
Date	Benzene	Ethyl Benzene	Toluene	Total Xylenes	MTBE	Total TMB	Napht-alene	Depth to GW	GW Elevation
12/31/97	**4040**	**1250**	**7540**	**17040**	**3930**	**2738**	**591**		
06/09/98	**4100**	**1550**	**6530**	**16110**	**2160**	**3252**	**859**	13.58'	84.88'
02/25/99	**3200**	**1300**	240	**12000**	**1800**	**2730**	**460**	12.74'	85.72'
12/02/99	**3000**	**1600**	**4500**	**21000**	**1200**	**4400**	**670**	12.29'	86.17'
02/28/00	**2600**	**1600**	**4000**	**21000**	**1100**	**4500**	--	12.83'	85.63'
08/29/00	**2500**	**1700**	**3900**	**19900**	**780**	**4500**	**920**	12.84'	85.62'
01/02/01	**2500**	**1300**	**3100**	**27000**	**750**	**5400**	--	13.20'	85.26'
05/15/01	**2600**	**1500**	**3400**	**25600**	**690**	**4400**	**670**	12.90'	85.56'
11/15/01	**2600**	**1300**	**2500**	**23000**	**620**	**5900**	**1000**	12.75'	85.71'
04/04/02	**3100**	**1800**	**3200**	**24000**	**890**	**5900**	**910**	11.78'	86.68'
12/11/02	**2400**	**1700**	**2500**	**22000**	**510**	**4090**	--	13.20'	85.26'
03/12/03	**1500**	**1200**	530	**24000**	**290**	**5700**	**930**	13.56'	84.90'
07/17/03	**2000**	**1200**	**1900**	**16700**	**570**	**4800**	**1100**	14.02'	84.44'
10/16/03	Not	Sampled						DRY	
01/12/04	**350**	320	110	**16600**	**900**	**5600**	**930**	12.88'	85.58'
05/10/04	**1600**	**760**	600	**14500**	**780**	**3490**	**740**	10.20'	88.26'
07/16/04	**1700**	**890**	920	**15000**	**760**	**3720**	**820**	12.50'	85.96'
04/04/05	**1500**	**870**	290	**17300**	**740**	**4700**	**930**	11.14'	87.32'
WDNR PAL	0.5	140	200	1000	12	96	8		
WDNR ES	5	700	1000	10000	60	480	40		

All results in ug/l (ppb)
TMB = Total trimethylbenzenes
WDNR PAL = WDNR 140 preventive action limit
WDNR ES = WDNR 140 enforcement standards
Numbers in bold indicate WDNR ES exceedance

TABLE I

SUMMARY OF GROUNDWATER ANALYSIS RESULTS AND GROUNDWATER ELEVATIONS

MW-4	GROUND ELEVATION 100.14'			TOP OF SCREEN ELEV 96.23'			TOP OF PVC ELEVATION 99.70'		
Date	Benzene	Ethyl Benzene	Toluene	Total Xylenes	MTBE	Total TMB	Napht-alene	Depth to GW	GW Elevation
12/31/97	**289**	45	605	3300	**1580**	**728**	57	--	--
06/09/98	**443**	344	363	2790	**609**	**879**	**175**	13.09'	86.61'
02/25/99	**590**	550	390	5200	**770**	**1530**	**150**	13.54'	86.16'
12/02/99	**610**	650	330	7400	**570**	**1910**	**330**	13.14'	86.56'
02/28/00	**500**	750	190	7600	**610**	**2440**	--	13.55'	86.15'
08/29/00	**500**	600	120	6000	**570**	**1830**	**330**	13.73'	85.97'
01/02/01	Well not accessible								
05/15/01	**290**	380	160	4800	**340**	**1580**	**240**	13.13'	86.57'
11/15/01	**420**	520	82	6200	**350**	**2090**	**320**	12.75'	86.95'
04/04/02	**340**	470	50	4300	**340**	**1810**	**210**	13.04'	86.66'
12/11/02	**620**	530	120	6700	**1000**	**2380**	--	13.33'	86.37'
03/12/03	**100**	250	12	2410	**97**	**1860**	**180**	13.55'	86.15'
07/17/03	**540**	580	82	5600	**1000**	**2590**	**410**	14.85'	84.85'
10/16/03	Not	Sampled						DRY	
01/12/04	Under	ice							
05/10/04	**300**	290	46	3300	**740**	**1450**	**230**	10.42'	89.28'
07/16/04	**250**	200	17	2100	**720**	**910**	**190**	11.28'	88.42'
04/04/05	**150**	130	10	2120	**560**	**1000**	**130**	10.32'	89.38'
WDNR PAL	0.5	140	200	1000	12	96	8		
WDNR ES	5	700	1000	10000	60	480	40		

All results in µg/l (ppb)
TMB = Total trimethylbenzenes
WDNR PAL = WDNR 140 preventive action limit
WDNR ES = WDNR 140 enforcement standards
Numbers in bold indicate WDNR ES exceedance

TABLE I

SUMMARY OF GROUNDWATER ANALYSIS RESULTS AND GROUNDWATER ELEVATIONS

MW-5	GROUND ELEVATION 100.71'			TOP OF SCREEN ELEV 96.29'			TOP OF PVC ELEVATION 100.29'		
Date	Benzene	Ethyl Benzene	Toluene	Total Xylenes	MTBE	Total TMB	Napht-alene	Depth to GW	GW Elevation
12/31/97	<0.4	<0.2	<0.4	0.3	<1.2	<0.5	0.7	--	--
06/09/98	<0.5	<0.6	<0.6	<1.7	<0.92	<1.7	--	10.87'	89.42'
02/25/99	<0.32	<0.34	<0.35	<1	54	<0.64	--	10.72'	89.57'
12/02/99	<0.32	<0.34	<0.35	<1	50	<0.64	--	12.61'	87.68'
02/28/00	<0.32	<0.34	<0.35	<1	41	<0.64	--	12.46'	87.83'
08/29/00	<0.32	<0.34	<0.35	<1	30	<0.64	--	11.51'	88.78'
01/02/01	<0.32	<0.34	<0.35	<1	38	<0.64	--	12.57'	87.72'
05/15/01	<0.21	<0.22	<0.41	<0.43	19	<0.34	--	9.79'	90.50'
04/04/02	<0.43	<0.49	<0.63	<1.5	22	0.42	<1.4	9.56'	90.73'
07/17/03	<0.3	<0.6	<0.58	<1.2	<0.58	<0.66	<0.58	14.85'	85.44'
10/16/03	<0.3	<0.6	<0.58	<1.2	<0.58	<0.66	<0.58	14.60'	85.69'
05/10/04	Not	Sampled							
07/16/04	<0.14	<0.40	<0.36	<1.10	<0.36	<0.79	<0.47	--	--
04/04/05	<0.14	<0.40	<0.36	<1.10	9.7	<0.79	<0.47	8.02'	92.27'
WDNR PAL	0.5	140	200	1000	12	96	8		
WDNR ES	5	700	1000	10000	60	480	40		

All results in µg/l (ppb)
TMB = Total trimethylbenzenes
WDNR PAL = WDNR 140 preventive action limit
WDNR ES = WDNR 140 enforcement standards
Numbers in bold indicate WDNR ES exceedance

TABLE I

SUMMARY OF GROUNDWATER ANALYSIS RESULTS AND GROUNDWATER ELEVATIONS

MW-6	GROUND ELEVATION 98.02'			TOP OF SCREEN ELEV 93.82'			TOP OF PVC ELEVATION 97.61'		
Date	Benzene	Ethyl Benzene	Toluene	Total Xylenes	MTBE	Total TMB	Napht-alene	Depth to GW	GW Elevation
12/11/02	0.62	<0.82	<0.68	<1.7	2.8	<0.94	--	13.70'	83.91'
03/12/03	<0.45	<0.82	<0.68	<1.7	**180**	<0.94	<0.89	13.15'	84.46'
07/17/03	<0.41	<0.54	<0.67	<1.8	18	<0.97	<0.74	17.25'	80.36'
10/16/03	<0.3	<0.6	<0.58	<1.2	**240**	<0.66	<0.58	17.15'	80.46'
01/12/04	<0.3	<0.6	<0.58	<1.2	**300**	<0.66	<0.58	13.00'	84.61'
05/10/04	<0.14	<0.40	<0.36	<1.10	59	<0.79	<0.47	11.98'	85.63'
07/16/04	<0.14	<0.40	<0.36	<1.10	0.86	<0.79	<0.47	13.44	84.17'
04/04/05	Not	Sampled						DRY	<83.61
WDNR PAL	0.5	140	200	1000	12	96	8		
WDNR ES	5	700	1000	10000	60	480	40		

MW-7	GROUND ELEVATION 96.98'			TOP OF SCREEN ELEV 92.78'			TOP OF PVC ELEVATION 96.54'		
Date	Benzene	Ethyl Benzene	Toluene	Total Xylenes	MTBE	Total TMB	Napht-alene	Depth to GW	GW Elevation
12/11/02	<0.45	<0.82	<0.68	<1.7	54	<0.94	--	12.76'	83.78'
03/12/03	<0.45	<0.82	<0.68	<1.7	**100**	<0.94	<0.89	13.26'	83.28'
07/17/03	<0.41	<0.54	<0.67	<1.8	**66**	<0.97	<0.74	15.25'	81.29'
10/16/03	<0.3	<0.6	<0.58	<1.2	**170**	<0.66	<0.58	12.70'	83.84'
01/12/04	<0.3	<0.6	<0.58	<1.2	1	<0.66	<0.58	12.05'	84.49'
05/10/04	<0.14	<0.40	<0.36	<1.10	<0.36	<0.79	<0.47	9.80'	86.74'
07/16/04	<0.14	<0.40	<0.36	<1.10	<0.36	<0.79	<0.47	11.76'	84.78'
04/04/05	<0.14	<0.40	<0.36	<1.10	<0.36	<0.79	<0.47	10.88'	85.66'
WDNR PAL	0.5	140	200	1000	12	96	8		
WDNR ES	5	700	1000	10000	60	480	50		

All results in µg/l (ppb)
TMB = Total trimethylbenzenes
WDNR PAL = WDNR 140 preventive action limit
WDNR ES = WDNR 140 enforcement standards
Numbers in bold indicate WDNR ES exceedance

TABLE I

SUMMARY OF GROUNDWATER ANALYSIS RESULTS AND GROUNDWATER ELEVATIONS

MW-8	GROUND ELEVATION 100.09'			TOP OF SCREEN ELEV 95.89'			TOP OF PVC ELEVATION 99.70'		
Date	Benzene	Ethyl Benzene	Toluene	Total Xylenes	MTBE	Total TMB	Napht-alene	Depth to GW	GW Elevation
12/11/02	1.5	2.9	<0.68	6.8	4.9	<0.94	--	14.20'	85.50'
03/12/03	<0.45	<0.82	<0.68	<1.7	35	<0.94	<0.89	13.78'	85.92'
07/17/03	<0.41	<0.54	<0.67	<1.8	**68**	<0.97	<0.74	14.75'	84.95'
10/16/03	<0.3	<0.6	<0.58	<1.2	**170**	<0.66	<0.58	14.44'	85.26'
01/12/04	<0.3	<0.6	<0.58	<1.2	22	<0.66	<0.58	14.00'	85.70'
05/10/04	1.5	1.1	<0.36	13.7	15	1.6	0.67	11.00'	88.70'
07/16/04	<0.14	<0.40	<0.36	<1.10	**60**	<0.79	<0.47	12.82'	86.88'
04/04/05	<0.14	<0.40	<0.36	<1.10	13	0.45	<0.47	12.74'	86.96'
WDNR PAL	0.5	140	200	1000	12	96	8		
WDNR ES	5	700	1000	10000	60	480	50		

MW-9	GROUND ELEVATION 98.84'			TOP OF SCREEN ELEV 83.84'			TOP OF PVC ELEVATION 99.43'		
Date	Benzene	Ethyl Benzene	Toluene	Total Xylenes	MTBE	Total TMB	Napht-alene	Depth to GW	GW Elevation
05/10/04	**68**	42	230	380	**71**	21.2	3.4	11.22'	88.21'
07/16/04	**100**	57	230	530	**140**	21.2	2.7	13.58'	85.85'
04/04/05	**70**	55	220	450	**71**	16.2	1.5	11.06'	88.37'
WDNR PAL	0.5	140	200	1000	12	96	8		
WDNR ES	5	700	1000	10000	60	480	50		

All results in µg/l (ppb)
TMB = Total trimethylbenzenes
WDNR PAL = WDNR 140 preventive action limit
WDNR ES = WDNR 140 enforcement standards
Numbers in bold indicate WDNR ES exceedance

TABLE I

SUMMARY OF GROUNDWATER ANALYSIS RESULTS AND GROUNDWATER ELEVATIONS

MW-10	GROUND ELEVATION 98.79'			TOP OF SCREEN ELEV 83.79'			TOP OF PVC ELEVATION 98.17'		
Date	Benzene	Ethyl Benzene	Toluene	Total Xylenes	MTBE	Total TMB	Napht-alene	Depth to GW	GW Elevation
05/10/04	**240**	<4.0	<3.6	<11.0	**980**	<7.9	<4.7	11.90'	86.27'
07/16/04	**220**	<2.0	<1.8	<5.5	**550**	<4.0	<2.3	13.02'	85.15'
04/04/05	**26**	<0.40	<0.36	<1.10	**100**	<0.79	<0.47	10.98'	87.19'
WDNR PAL	0.5	140	200	1000	12	96	8		
WDNR ES	5	700	1000	10000	60	480	50		

MW-11	GROUND ELEVATION 97.97'			TOP OF SCREEN ELEV 82.97'			TOP OF PVC ELEVATION 97.59''		
Date	Benzene	Ethyl Benzene	Toluene	Total Xylenes	MTBE	Total TMB	Napht-alene	Depth to GW	GW Elevation
05/10/04	**290**	240	62	1500	**150**	33.6	2.1	11.14'	86.45'
07/16/04	**170**	88	14	480	**110**	5.5	0.54	12.82'	84.77'
04/04/05	**480**	620	72	4300	**360**	89	<4.7	12.45'	85.14'
WDNR PAL	0.5	140	200	1000	12	96	8		
WDNR ES	5	700	1000	10000	60	480	50		

All results in µg/l (ppb)
TMB = Total trimethylbenzenes
WDNR PAL = WDNR 140 preventive action limit
WDNR ES = WDNR 140 enforcement standards
Numbers in bold indicate WDNR ES exceedance

Unimart HWY 28
Summary of Field Inorganic/Biological Parameters

Well ID	Date	Temperature Celsius	Dissolved Oxygen (mg/L)	Nitrate mg/L	Ferrous Iron mg/L	Sulfate mg/L	pH
MW1							
	06/08/98						6.9
	02/25/99	10.5	0.24	1.5	5.6	0	6.9
	12/02/99	13.7	0.42	4.1	0	5.1	6.8
	02/28/00				8.1		
	08/29/00			3.5	0	6	6.8
	01/02/01			5.4	0	3.7	6.9
MW2							
	06/08/98	10	0.44	3.7	3	7	6.8
	02/25/99	9.7	0.23	2.1	2.6	<3	6.9
	12/02/99	14.2	0.54	2.8	0	3.1	6.7
	02/28/00	10.2		6.6	0	3.3	6.7
	08/29/00	13.9	1.21	4.5	0	3.2	6.7
	01/02/01	12.3	0.81	4.2	0	3.1	6.7
MW3							
	06/08/98				3.6	7	6.9
	02/25/99				3.8		7
	12/02/99	10.3		2.1	0	4.3	6.9
	02/28/00						
	08/29/00	14	0.28	3.8	0	4.2	6.8
	01/02/01			6.7	0	3.6	6.9
MW4							
	06/08/98			5.4	3.2		7
	02/25/99				4.3		6.8
	12/02/99	13.3	0.5	2.3	2.6	25	6.8
	02/28/00			2.6			
	08/29/00						
	01/02/01						
MW5							
	06/08/98	10.8	1.67	4.5	0.5	37	7
	02/25/99	10.2	7	3	<0.3	28	7
	12/02/99	13.4	2.72	3.6	0.3	25	6.9
	02/28/00	10.3	8.59	3.3	18	0	7
	08/29/00	14	3.16	3.9	26	0.6	6.9
	01/02/01	12.2	4.93	3.7	24	0	7

Soil Boring Sampling Summary

Boring ID	Sample ID	Sample Depth Below Surface (ft)	PID Reading ppm	Petroleum Odor	GRO ppm	TCLP Lead ppb
May 5, 1997						
GP1	GP1-2	2.0 - 4.0	209	Slight	133	**
GP2	GP2-1	0.0 - 4.0	948	Strong	866	**
October 14, 1997						
SB1	SB1-4	7.5 - 9.5	98	Slight	9.5	<29
SB1	SB1-7	15 - 17	102	Slight	14	**
SB2	SB2-4	7.5 - 9.5	67	Strong	15	<29
SB2	SB2-7	15 - 17	78	Slight	22	**
SB3	SB3-4	7.5 - 9.5	74	Strong	56	**
SB4	SB4-4	7.5 - 9.5	18	None	1	**
SB4	SB4-6	12.5 - 14.5	164	None	5.8	**
SB5	SB5-4	7.5 - 9.5	7.2	None	<0.65	**
December 4, 2002						
B6	B6 8-10	8-10	0.4	None	<3.0	
B7	B7 8-10	8-10	0.4	None	<3.0	
B8	B8 8-10	8-10	0.4	None	<3.1	

Soil Sampling Summary from Site Upgrades

Boring ID	Sample ID	Sample Depth Below Surface (ft)	PID Reading ppm	Petroleum Odor	GRO ppm	TCLP Lead ppb
June 24, 1998						
Trench	TR-EAST 2.5'	2.5	183	Strong	37	**
Trench	TR-WEST 2.5'	2.5	203	Strong	5.2	**
Trench	TR-MID 2.5'	2.5	33	Slight	33	**
October 14, 1997						
Soilpile	SP #1	**	670	Strong	543	**

Notes:
** = Sample not analyzed for this parameter
PID readings are in isobutylene equivalents
ppm = parts per million
GRO = WDNR modified gasoline range organics
DRO = WDNR modified diesel range organics
< values indicate levels less than the laboratory method detection limits
Shaded values indicate NR 720 RCL exceedances

SOIL PVOC SAMPLING RESULTS

Sample ID	Date	Depth of Sample	Benzene	Ethyl-benzene	1,2 DCA	Methyl-tert butyl-ether	Naph-thalene	Trimethyl-benzenes	Total Xylenes
SB1-4	10/14/97	7.5 - 9.5	**256**	440	<42	712	287	851	1,673
SB1-7	10/14/97	15 - 17	**267**	282	<42	317	209	1408	2,112
SB2-4	10/14/97	7.5 - 9.5	**103**	190	<42	794	345	1026	857
SB2-7	10/14/97	15 - 17	**162**	235	<42	319	361	1966	1,940
SB3-4	10/14/97	7.5 - 9.5	**157**	887	<42	564	1,820	7040	**10,180**
SB4-4	10/14/97	7.5 - 9.5	<30	83	<42	544	177	358	771
SB4-6	10/14/97	15 - 17	**401**	206	<42	766	147	403	1,404
SB5-4	10/14/97	7.5 - 9.5	<30	68	<42	<30	132	269	598
B6 8-10	12/02/02	8 - 10	<25	<25	NA	<25	<25	<25	<25
B7 8-10	12/02/02	8 - 10	<25	<25	NA	<25	<25	<25	<25
B8 8-10	12/02/02	8 - 10	<25	<25	NA	<25	<25	<25	<25
NR 720.19 Residual Contaminant Level			5.5	2,900	4.9	NE	NE	NE	4,100
NR 746.06 Table 1 Values			8,500	4,600	600	NE	2,700	94,000	42,000
NR 746.06 Table 2 Values			1,100	NE	540	NE	NE	NE	NE

Notes:

All results are in parts per billion

1,2 DCA = 1,2 Dichloroethane

Results in **Bold** indicate exceedence of NR 720.19 Values

NA = not analyzed

NE = not established

Summary of Detected Soil VOC Parameters

Analytical Parameter ppb	TR-EAST 2.5'	TR-WEST 2.5'	TR-MID 2.5'	SP #1	NR 720 RCL
Benzene	**<45**	20	**<45**	595	5.5
Ethylbenzene	532	39	544	2430	2900
Toluene	136	145	135	<42	1500
Total Xylenes	457	181	1261	17840	4100
1,2-Dichloroethane	**<64**	**<13**	**<64**	<127	4.9
n-Butylbenzene	564	27	783	**	NE
sec-Butylbenzene	<31	<6.2	<31	**	NE
Isopropylbenzene	189	<4.5	145	**	NE
p-Isopropyltoluene	<90	<18	<90	**	NE
Methyl tert butyl ether	<112	<22	<112	<223	NE
Naphthalene	1490	198	1480	**	NE
n-Propylbenzene	820	16	605	**	NE
Trichlorofluoromethane	<75	133	<75	**	
1,2,4-Trimethylbenzene	1230	65	2520	20400	NE
1,3,5-Trimethylbenzene	490	24	823	11400	NE

Notes:
ppb = parts per billion
< values indicate levels less than the laboratory method detection limits
NR 720 RCL = WDNR Residual Contaminant Level
NE = Not established
Bolded values indicate a higher method detection limit than RCL value
Shaded area indicate NR 720 RCL exceedance

EN CHEM INC.

Corporate Office & Laboratory
1241 Bellevue Street, Suite 9, Green Bay, WI 54302
920-469-2436, Fax: 920-469-8827
www.enchem.com

Analytical Report Number: 846241

Client: ENVIRONMENTAL ASSESSMENTS **Lab Contact:** Brian Basten

Project Name: UNI-MART HWY 28

Project Number:

Lab Sample Number	Field ID	Matrix	Collection Date
846241-001	B9-12	SOIL	05/04/04
846241-002	B10-12	SOIL	05/04/04
846241-003	B11-12	SOIL	05/04/04
846241-004	TB	METH	05/04/04

Field ID : B9-12 **Lab Sample Number :** 846241-001

INORGANICS

Test	Result	LOD	LOQ	EQL	Dil.	Units	Code	Anl Date	Prep Method	Anl Method
Percent Solids	83.7				1	%		05/05/04	SM 2540G M	SM 2540G M

PVOC

Prep Date: 05/10/04

Analyte	Result	LOD	LOQ	EQL	Dil.	Units	Code	Anl Date	Prep Method	Anl Method
1,2,4-Trimethylbenzene	< 25	25	60		50	ug/kg		05/10/04	SW846 5030B	SW846 M8021
1,3,5-Trimethylbenzene	< 25	25	60		50	ug/kg		05/10/04	SW846 5030B	SW846 M8021
Benzene	< 25	25	60		50	ug/kg		05/10/04	SW846 5030B	SW846 M8021
Ethylbenzene	< 25	25	60		50	ug/kg		05/10/04	SW846 5030B	SW846 M8021
Methyl-tert-butyl-ether	< 25	25	60		50	ug/kg		05/10/04	SW846 5030B	SW846 M8021
Toluene	< 25	25	60		50	ug/kg		05/10/04	SW846 5030B	SW846 M8021
Xylene, o	< 25	25	60		50	ug/kg		05/10/04	SW846 5030B	SW846 M8021
Xylenes, m + p	< 50	50	120		50	ug/kg		05/10/04	SW846 5030B	SW846 M8021
a,a,a-Trifluorotoluene	102				1	%Recov		05/10/04	SW846 5030B	SW846 M8021

I certify that the data contained in this Final Report has been generated and reviewed in accordance with approved methods and Laboratory Standard Operating Procedure. Exceptions, if any, are discussed in the accompanying sample comments. Release of this final report is authorized by Laboratory management, as is verified by the following signature. Reported results shall not be reproduced, except in full, without the written approval of the lab. The sample results relate only to the analytes of interest tested.

Approval Signature

5-12-04
Date

En Chem Inc.

1241 Bellevue Street
Green Bay, WI 54302
920-469-2436

Analytical Report Number: 846241

Client : ENVIRONMENTAL ASSESSMENTS
Project Name : UNI-MART HWY 28
Project Number :
Field ID : B11-12

Matrix Type : SOIL
Collection Date : 05/04/04
Report Date : 05/11/04
Lab Sample Number : 846241-003

INORGANICS

Test	Result	LOD	LOQ	EQL	Dil.	Units	Code	Anl Date	Prep Method	Anl Method
Percent Solids	81.4				1	%		05/05/04	SM 2540G M	SM 2540G M

PVOC

Prep Date: 05/10/04

Analyte	Result	LOD	LOQ	EQL	Dil.	Units	Code	Anl Date	Prep Method	Anl Method
1,2,4-Trimethylbenzene	56	31	74		50	ug/kg	Q	05/10/04	SW846 5030B	SW846 M8021
1,3,5-Trimethylbenzene	< 25	25	60		50	ug/kg		05/10/04	SW846 5030B	SW846 M8021
Benzene	< 25	25	60		50	ug/kg		05/10/04	SW846 5030B	SW846 M8021
Ethylbenzene	< 25	25	60		50	ug/kg		05/10/04	SW846 5030B	SW846 M8021
Methyl-tert-butyl-ether	< 25	25	60		50	ug/kg		05/10/04	SW846 5030B	SW846 M8021
Toluene	< 25	25	60		50	ug/kg		05/10/04	SW846 5030B	SW846 M8021
Xylene, o	< 25	25	60		50	ug/kg		05/10/04	SW846 5030B	SW846 M8021
Xylenes, m + p	< 50	50	120		50	ug/kg		05/10/04	SW846 5030B	SW846 M8021
a,a,a-Trifluorotoluene	102				1	%Recov		05/10/04	SW846 5030B	SW846 M8021

Field ID : B10-12

Lab Sample Number : 846241-002

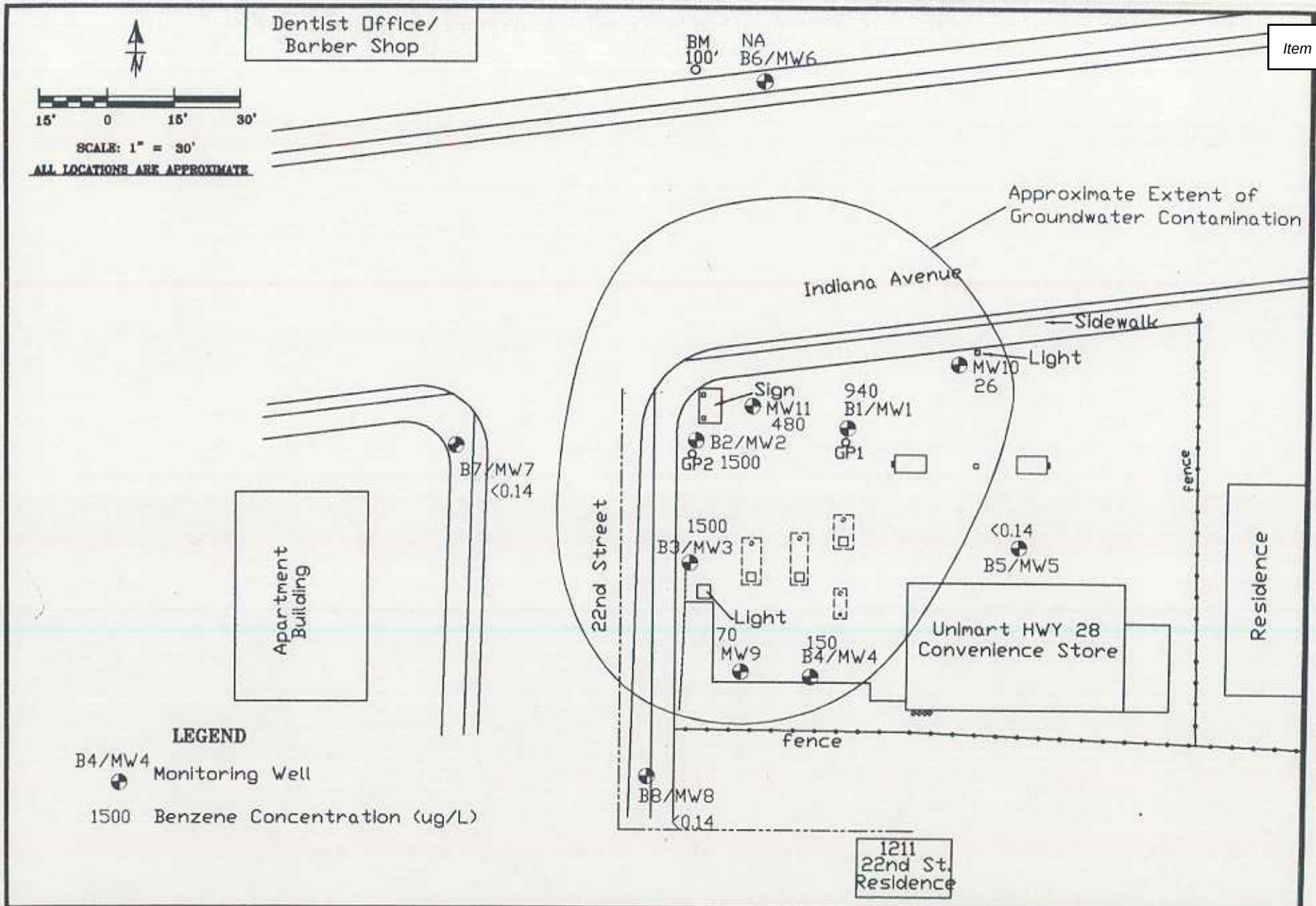
INORGANICS

Test	Result	LOD	LOQ	EQL	Dil.	Units	Code	Anl Date	Prep Method	Anl Method
Percent Solids	84.0				1	%		05/05/04	SM 2540G M	SM 2540G M

PVOC

Prep Date: 05/10/04

Analyte	Result	LOD	LOQ	EQL	Dil.	Units	Code	Anl Date	Prep Method	Anl Method
1,2,4-Trimethylbenzene	< 25	25	60		50	ug/kg		05/10/04	SW846 5030B	SW846 M8021
1,3,5-Trimethylbenzene	< 25	25	60		50	ug/kg		05/10/04	SW846 5030B	SW846 M8021
Benzene	< 25	25	60		50	ug/kg		05/10/04	SW846 5030B	SW846 M8021
Ethylbenzene	< 25	25	60		50	ug/kg		05/10/04	SW846 5030B	SW846 M8021
Methyl-tert-butyl-ether	< 25	25	60		50	ug/kg		05/10/04	SW846 5030B	SW846 M8021
Toluene	< 25	25	60		50	ug/kg		05/10/04	SW846 5030B	SW846 M8021
Xylene, o	< 25	25	60		50	ug/kg		05/10/04	SW846 5030B	SW846 M8021
Xylenes, m + p	< 50	50	120		50	ug/kg		05/10/04	SW846 5030B	SW846 M8021
a,a,a-Trifluorotoluene	102				1	%Recov		05/10/04	SW846 5030B	SW846 M8021

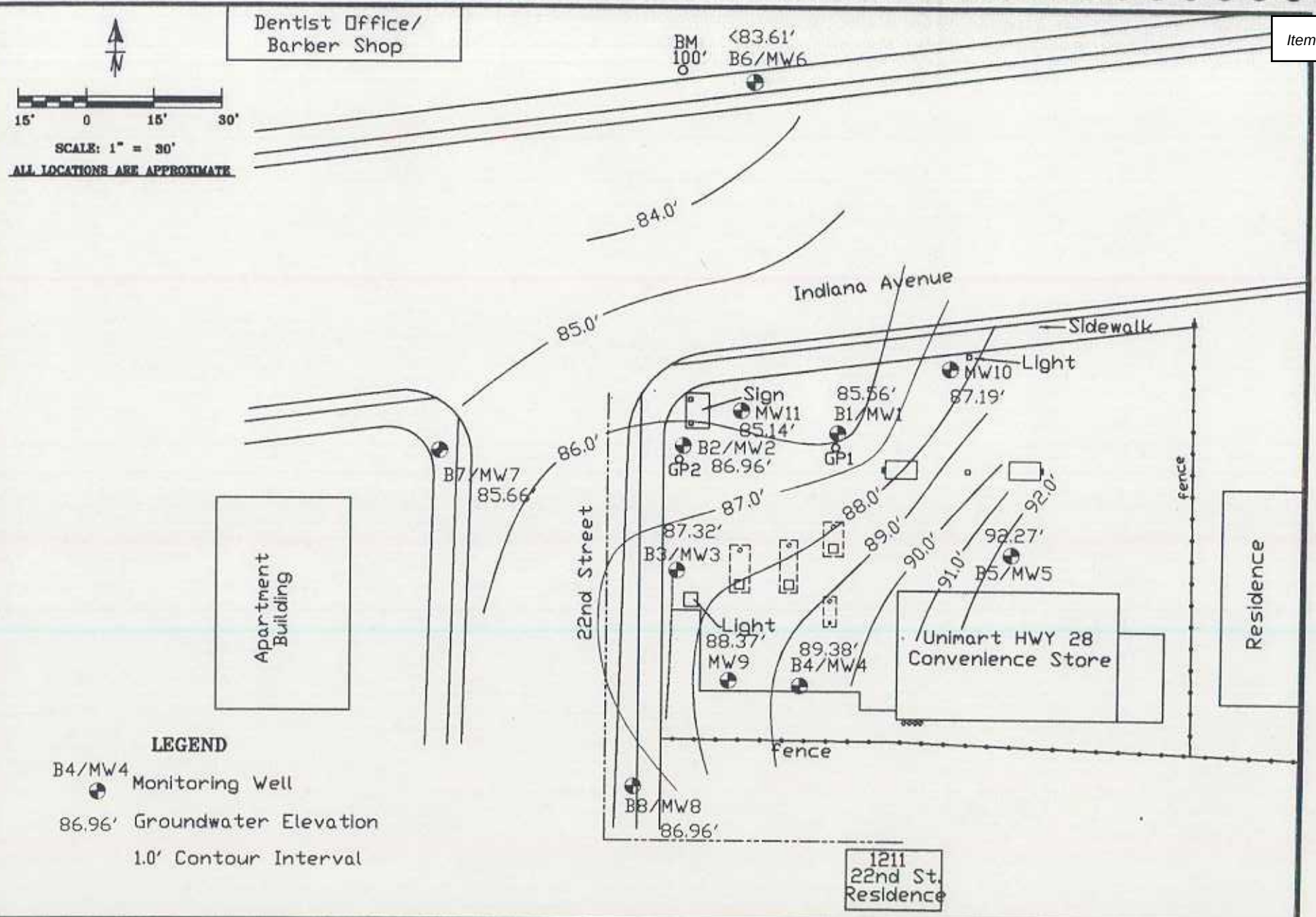


NRP ENVIRONMENTAL CONSULTANTS,INC.

Figure 4: Approximate Extent of Groundwater Contamination

Unimart Hwy 28 Sheboygan, WI

ID#:unimart-plot

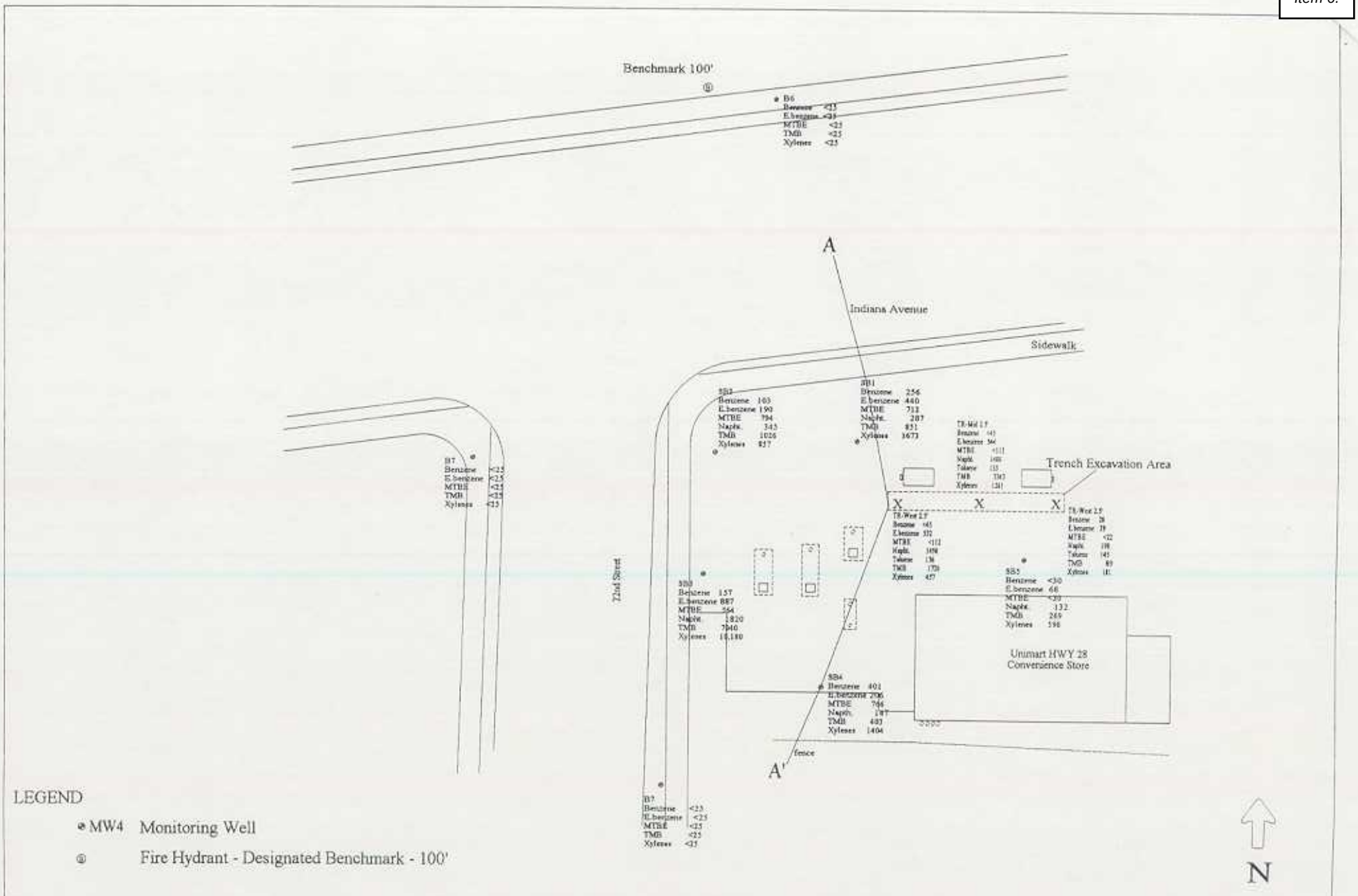


NRP ENVIRONMENTAL CONSULTANTS,INC.

Figure 3: Groundwater Contour Map (4-4-05)

Unimart Hwy 28 Sheboygan, WI

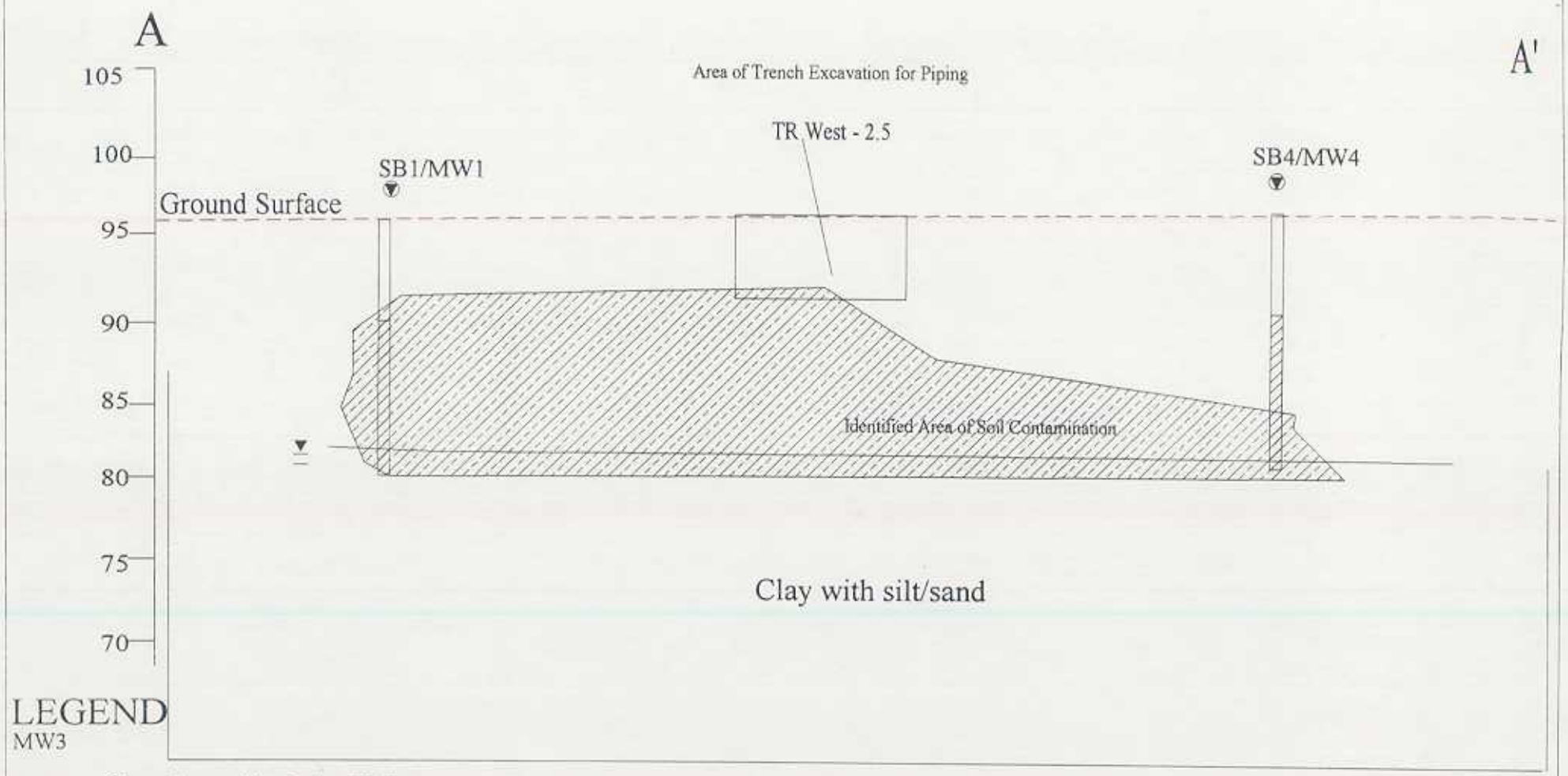
ID#:unimart-plot



LEGEND

- MW4 Monitoring Well
- Fire Hydrant - Designated Benchmark - 100'

Environmental Assessments, Inc. P.O. Box 9127 Appleton, WI 54911 (920) 749-9746	Title: Soil Sampling Locations, Results, Soil Contamination Plume & Cross-Section Location Map	PROJECT: UNIMART HWY 28 2117 Indiana Avenue Sheboygan, WI 53081	FIGURE #: 4 SCALE: 1" = 30' Drafted by: BAB Altered by: MJJ



Environmental Assessments, Inc
P.O. Box 9127
Appleton, WI 54911
(920) 749-9746 Fax (920) 749-9748

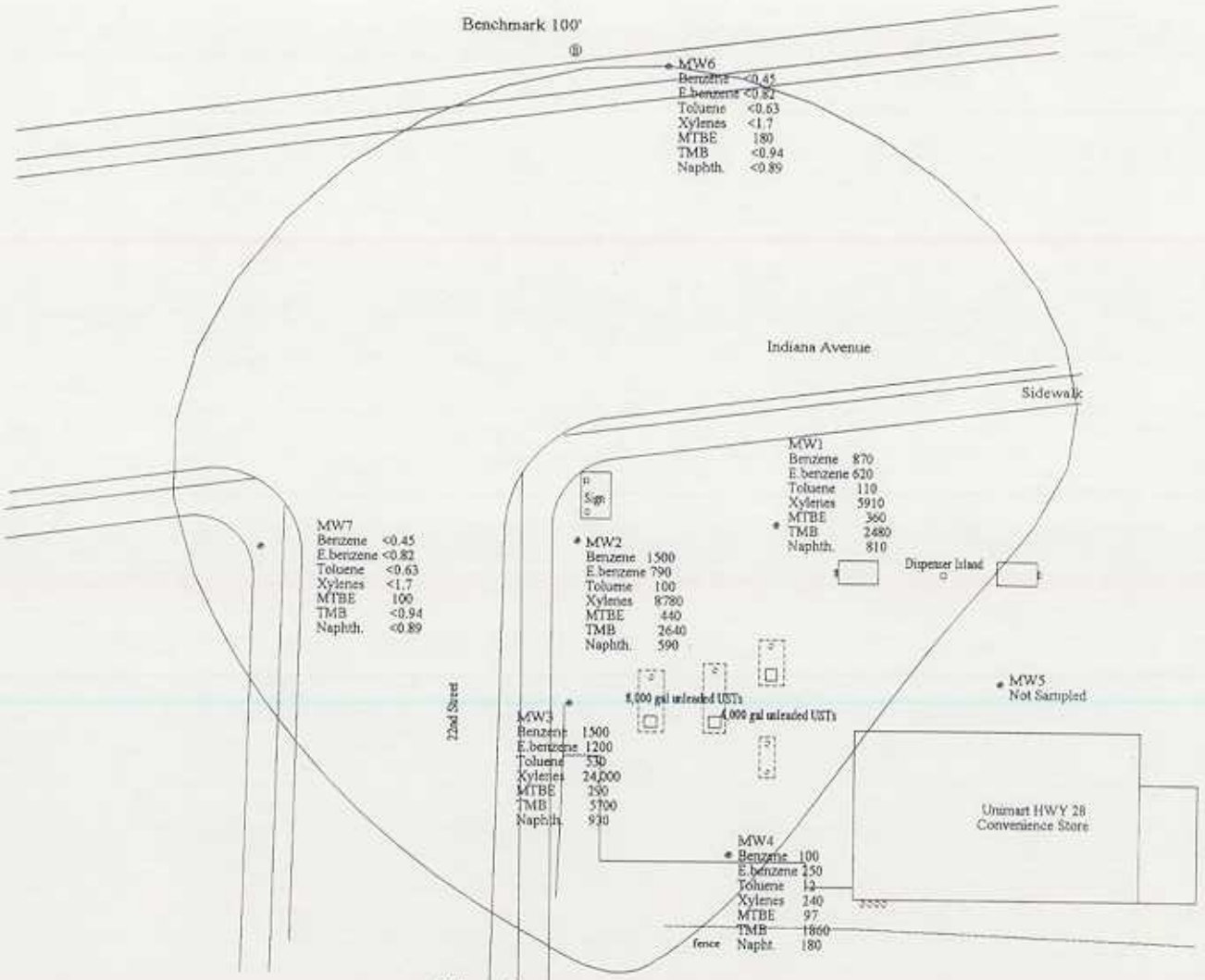
Title:
North - South
Geologic Cross Section

Project:
Uni-Mart 28
2117 Indiana Avenue
Sheboygan, WI 53081

Figure # 5

Horizontal Scale: 1" = 15'
Vertical Scale as Indicated on Drawing

Drafted By: VAF



LEGEND

- MW4 Monitoring Well
- Fire Hydrant - Designated Benchmark - 100'

Environmental Assessments, Inc. P.O. Box 9127 Appleton, WI 54911 (920) 749-9746	Title: Site Map Showing Area of Groundwater Contamination Exceeding Any NR 140 ES	PROJECT: UNIMART HWY 28 2117 Indiana Avenue Sheboygan, WI 53081	FIGURE #: 6 SCALE: 1" = 30' Drafted by: BAB Altered by: MJJ

Lakeshore Oil & Tire Company, Inc.

WHOLESALER OF PETROLEUM PRODUCTS

Phone: (920) 686-0976
Fax: (920) 686-0876
lsot@lsol.net
P.O. Box 876
Manitowoc, WI 54221-0876

RECEIVED
MAY 15 2003
BY

May 9, 2003

Victoria Stovall
Program Assistant
Wisconsin Department of Natural Resources
2300 North Martin Luther King Drive
Milwaukee, WI 53212

RE: Verification of Accuracy of Warranty Deed

To Whom it May Concern;

This letter is to verify that I have reviewed the Warranty Deed documents numbered 991941 (1211 22nd - parcel ID 59281511900) and 1633306 (2117 Indiana Avenue - parcel ID 59281511910) and find them to be accurate and true to the best of my knowledge.

Sincerely

Mr. Bill Springer

cc: file

ENVIRONMENTAL
ASSESSMENTS, INC.

May 9, 2003

Mr. Gian F. Decarbonaconti
1211 22nd Street
Sheboygan, WI 53081

RE: Request for Groundwater GIS restriction for 1211 22nd Street, Sheboygan, WI

Dear Mr. Decarbonaconti;

This letter is a requirement for closure. Please read and contact me if you have any questions.

Groundwater contamination that appears to have originated on the property located at 2117 Indiana Avenue, Sheboygan, Wisconsin has migrated onto your property located at 1211 22nd Street in the City of Sheboygan. The levels of benzene, ethylbenzene, methyl-tert-butyl-ether, toluene, trimethylbenzenes, naphthalene and xylenes, contamination in the groundwater on your property are above the state groundwater enforcement standards found in chapter NR 140, Wisconsin Administrative Code. However, the environmental consultants who have investigated this contamination have informed me that this groundwater contaminant plume is stable or receding and will naturally degrade over time. I believe that allowing natural attenuation to complete the cleanup at this site will naturally degrade over time. I believe that allowing natural attenuation to complete the cleanup at this site will meet the requirement for case closure that are found in chapter NR 726 and (chapter NR 746 or Comm 46) Wisconsin Administrative Code, and I will be requesting that the Department of Commerce accept natural attenuation as the final remedy for this site and grant case closure. Closure means that the Department will not be requiring any further investigation or cleanup action to be taken, other than the reliance on natural attenuation.

Since the source of the groundwater contamination is not on your property, neither you nor any subsequent owner of your property will be held responsible for investigation or cleanup of the groundwater contamination, as long as you and any subsequent owners comply with the requirements of section 292.13, Wisconsin Statutes, including allowing access to your property for environmental investigation or cleanup if access is required. For further information on the requirements of section 292.13, Wisconsin Statutes, you may call 1-800-367-6067 for calls originating in Wisconsin, or 608-264-6020 if you are calling from out of state or within the Madison area, to obtain a copy of the Department of Natural Resources' publication #RR-589, Fact Sheet 1-: Guidance for Dealing the Properties Affected by Off-Site Contamination.

The Department of Commerce will not review my closure request for at least 30 days after the date of this letter. As an affected property owner, you have a right to contact the Department to provide any technical information that you may have that indicates that closure should not be granted for this site. If you would like to submit any information to the Department of Commerce that is relevant to this closure request, you should mail that information to: .

P.O. BOX 9127 • APPLETON, WISCONSIN 54911
TELEPHONE: 920-749-9746 • FAX: 920-749-9748

If this cased is closed, all properties within the site boundaries where groundwater contamination exceeds chapter NR 140 enforcement standards will be listed on the Department of Natural Resources' geographic information system (GIS) Registry of Closed Remediation Sites. The information on the GIS Registry includes maps showing the location of properties in Wisconsin where groundwater contamination above chapter NR 140 enforcement standards was found at the time that the case was closed. This GIS Registry will be available tot the general public on the Department of Natural Resources' internet web site. Please review the enclosed legal description of your property, and notify me within the next 30 days if the legal description is incorrect.

Should you or any subsequent property owner wish to construct or reconstruct a well on your property, special well construction standards may be necessary to protect the well from the residual groundwater contamination. Any well driller who proposes to construct a well on your property in the future will first need to call the Diggers Hotline (1-800-242-8511) if your property is located outside the service area of a municipally owned water system, or contact the Drinking Water program within the Department of Natural Resources if your property is located within the designated service area of a municipally owned water system, to determine if there is a need for special well construction standards.

Once the Department makes a decision on my closure request, it will be documented in a letter. If the Department grants closure, you may obtain a copy of this letter by requesting a copy from me, by writing to the agency address given above or by accessing the DNR GIS Registry of Closed Remediation Sites on the internet at www.dnr.state.wi.us/org/at/et/geo/gwur. A copy of the closure letter is included as part of the site file on the GIS Registry of Closed Remediation Sites.

If you need more information, you may contact me at (920) 749-9746.

Sincerely,

ENVIRONMENTAL ASSESSMENTS, INC.

Victoria Flowers
Hydrogeologist/Project Manager

attachment

cc: file
Wisconsin Department of Commerce, 101 W. Pleasant St., Suite A, Milwaukee, WI 53212-3963

ENVIRONMENTAL
ASSESSMENTS, INC.

May 1, 2002

Mr. Thomas Holtan, P.E.
City of Sheboygan
Director of Public Works
833 Center Avenue
Sheboygan, WI 53081

RE: Request for Groundwater GIS restriction/Notification of soil contamination for Road Right-of-Way
2117 Indiana Avenue and 22nd Street, Sheboygan, WI

Dear Mr. Holtan;

This letter is a requirement for closure. Please read and contact me if you have any questions.

Groundwater contamination that appears to have originated on the property located at 2117 Indiana Avenue, Sheboygan, Wisconsin has migrated onto the road right-of-way for 22nd Street and Indiana Avenue (City property) in the City of Sheboygan. The levels of benzene, ethylbenzene, methyl-tert-butyl-ether, toluene, trimethylbenzenes, naphthalene and xylenes, contamination in the groundwater on your property are above the state groundwater enforcement standards found in chapter NR 140, Wisconsin Administrative Code. However, the environmental consultants who have investigated this contamination have informed me that this groundwater contaminant plume is stable or receding and will naturally degrade over time. I believe that allowing natural attenuation to complete the cleanup at this site will naturally degrade over time. I believe that allowing natural attenuation to complete the cleanup at this site will meet the requirement for case closure that are found in chapter NR 726 and (chapter NR 746 or Comm 46) Wisconsin Administrative Code, and I will be requesting that the Department of Commerce accept natural attenuation as the final remedy for this site and grant case closure. Closure means that the Department will not be requiring any further investigation or cleanup action to be taken, other than the reliance on natural attenuation.

Since the source of the groundwater contamination is not on your property, neither you nor any subsequent owner of your property will be held responsible for investigation or cleanup of the groundwater contamination, as long as you and any subsequent owners comply with the requirements of section 292.13, Wisconsin Statutes, including allowing access to your property for environmental investigation or cleanup if access is required. For further information on the requirements of section 292.13, Wisconsin Statutes, you may call 1-800-367-6067 for calls originating in Wisconsin, or 608-264-6020 if you are calling from out of state or within the Madison area, to obtain a copy of the Department of Natural Resources' publication #RR-589, Fact Sheet 1-: Guidance for Dealing the Properties Affected by Off-Site Contamination.

The Department of Commerce will not review my closure request for at least 30 days after the date of this letter. As an affected property owner, you have a right to contact the Department to provide any technical information that you may have that indicates that closure should not be granted for this site. If you would like

P.O. BOX 9127 • APPLETON, WISCONSIN 54911
TELEPHONE: 920-749-9746 • FAX: 920-749-9748

to submit any information to the Department of Commerce that is relevant to this closure request.

If this cased is closed, all properties within the site boundaries where groundwater contamination exceeds chapter NR 140 enforcement standards will be listed on the Department of Natural Resources' geographic information system (GIS) Registry of Closed Remediation Sites. The information on the GIS Registry includes maps showing the location of properties in Wisconsin where groundwater contamination above chapter NR 140 enforcement standards was found at the time that the case was closed. This GIS Registry will be available tot the general public on the Department of Natural Resources' internet web site.

Should you or any subsequent property owner wish to construct or reconstruct a well on your property, special well construction standards may be necessary to protect the well from the residual groundwater contamination. Any well driller who proposes to construct a well on your property in the future will first need to call the Diggers Hotline (1-800-242-8511) if your property is located outside the service area of a municipally owned water system, or contact the Drinking Water program within the Department of Natural Resources if your property is located within the designated service area of a municipally owned water system, to determine if there is a need for special well construction standards.

Once the Department makes a decision on my closure request, it will be documented in a letter. If the Department grants closure, you may obtain a copy of this letter by requesting a copy from me, by writing to the agency address given above or by accessing the DNR GIS Registry of Closed Remediation Sites on the internet at www.dnr.state.wi.us/org/at/et/geo/gwur. A copy of the closure letter is included as part of the site file on the GIS Registry of Closed Remediation Sites.

If you need more information, you may contact me at (920) 749-9746.

Sincerely,

ENVIRONMENTAL ASSESSMENTS, INC.

Victoria Flowers
Hydrogeologist/Project Manager

attachment

cc: file
Wisconsin Department of Commerce, 101 W. Pleasant St., Suite A, Milwaukee, WI 53212-3963

State of Wisconsin
Department of Natural Resources
dnr.wi.gov

Notification For Hazardous Substance Disc
(Non-Emergency

Item 6.

Form 4400-225 (09/13)

Emergency Discharges / Spills should be reported via the 24-Hour Hotline: 1-800-943-0003

Notice: Hazardous substance discharges must be reported immediately according to s. 292.11 Wis. Stats. Non-emergency hazardous substance discharges may be reported by telefaxing or e-mailing a completed report to the Department, or calling or visiting a Department office in person. If you choose to notify the Department by telefax or by email, you should use this form to be sure that all necessary information is included. However, use of this form is not mandatory. Under s. 292.99, Wis. Stats., the penalty for violating the reporting requirements of ch. 292 Wis. Stats., shall be no less than $10 nor more than $5000 for each violation. Each day of continued violation is a separate offense. It is not the Department's intention to use any personally identifiable information from this form for any purpose other than program administration. However, information submitted on this form may also be made available to requesters under Wisconsin's Open Records Law (ss. 19.31 – 19.39, Wis. Stats.).

Confirmatory laboratory data should be included with this form, to assist the DNR in processing this Hazardous Substance Release Notification.

Complete this form. **TYPE or PRINT LEGIBLY.** NOTIFY appropriate DNR region (see next page) **IMMEDIATELY** upon discovery of a potential release from **(check one)**:

- [X] Underground Petroleum Storage Tank System (additional information may be required for Item 6 below)
- [ ] Aboveground Petroleum Storage Tank System
- [ ] Dry Cleaner Facility
- [ ] Other - Describe: _____

Former BERT's II 03-60-150965

ATTN DNR: **R & R Program Associate** N.E. Regim - DNRRAENER@wisconsin.gov DNR Notified: 9/12/2014

1. Discharge Reported By

Name	Firm	Phone No. (include area code)
Tom Sweet	Moraine Environmental, Inc.	(262) 377-9060

Mailing Address	Email Address
1402 7th Avenue, Grafton, WI 53204-2330	moraine@ecexpc.com

2. Site Information

Name of site at which discharge occurred. Include local name of site/business, not responsible party name, unless a residence/vacant property.

Location: Include street address, not PO Box. If no street address, describe as precisely as possible, i.e., 1/4 mile NW of CTHs 60 & 123 on E side of CTH 60. 2117 Indiana Avenue

Municipality: (City, Village, Township) Specify municipality in which the site is located, not mailing address/city.
Sheboygan

County:	Legal Description:	WTM:
Sheboygan	SE 1/4 NW 1/4 Sec 27 Tn 15N Range 23 (E) W	X 702464 Y 365689

3. Responsible Party (RP) and/or RP Representative

Responsible Party Name: Business or owner name that is responsible for cleanup. If more than one, list all. Attach additional pages as necessary.

Bulk Petroleum, Inc.

- [ ] Reported in compliance with s. 292.11(2), Wis. Stats., by a local government exempt from liability under s. 292.11(9)(e), Wis. Stats. For more information see http://dnr.wi.gov/topic/Brownfields/Liability.html.

Contact Person Name (if different)	Phone Number	Email Address
Gary Dhaliwal	262-242-4800	gdhaliwal79@gmail.com

Mailing Address	City	State	ZIP Code
9653 N. Granville Road	Mequon	WI	53092

Property owner if Different From RP: Business or owner name that is responsible for cleanup. If more than one, list all. Attach additional pages as necessary.
SAA

Contact Person Name (if different)	Phone Number	Email Address

Mailing Address	City	State	ZIP Code

(con

4. Hazardous Substance Information

Identify hazardous substance discharged (check all that apply):

- [X] VOC's
- [X] PAH's
- [ ] Metals (specify): _____
- [ ] Arsenic
- [ ] Chromium
- [ ] Cyanide
- [ ] Lead
- [ ] PCB's
- [ ] Diesel
- [ ] Fuel Oil
- [X] Gasoline
- [ ] Hydraulic Oil
- [ ] Jet Fuel
- [ ] Mineral Oil
- [ ] Waste Oil
- [ ] Petroleum-Unknown Type
- [ ] PERC (Dry Cleaners)
- [ ] RCRA Hazardous Waste
- [ ] Leachate
- [ ] Fertilizer
- [ ] Pesticide/Herbicide/Insecticide(s)
- [ ] Other (specify): _____
- [ ] Unknown

5. Impacts to the Environment Information

Enter "K" for known/confirmed or "P" for potential for all that apply.

- ___ Air Contamination
- ___ Co-Contamination (Petroleum & Non-Petroleum)
- ___ Contamination Within 1 Meter of Bedrock
- ___ Contaminated Private Well
- ___ Contaminated Public Well
- ___ Contamination in Fractured Bedrock
- ___ Sanitary Sewer Contamination
- ___ Contamination in Right of Way
- ___ Fire Explosion Threat
- ___ Free Product
- P Groundwater Contamination
- ___ Off-Site Contamination
- ___ Other (specify): _____
- K Soil Contamination
- ___ Storm Sewer
- ___ Surface Water Contamination
- ___ Within 100 ft of Private Well
- ___ Within 1000 ft of Public Well

Contamination was discovered as a result of:

- [X] ~~Tank~~ closure assessment — Date 9/25/2012
- [ ] Site assessment — Date
- [ ] Other - Describe: _____ — Date

Lab results: [ ] Lab results will be faxed upon receipt [ ] Lab results are attached

Additional Comments: Include a brief description of immediate actions taken to halt the release and contain or cleanup hazardous substances that have been discharged.

Follow up subsurface investigation conducted on 4/16/2012

6. Federal Energy Act Requirements (Section 9002(d) of the Solid Waste Disposal Act (SWDA))

For all confirmed releases from UST's occurring after 9/30/2007 please provide the following information:

[ ] Does not apply.

Source

- [ ] Tank
- [X] Piping
- [ ] Dispenser
- [ ] Submersible Turbine Pump
- [ ] Delivery Problem
- [ ] Other (specify): _____

Cause

- [ ] Spill
- [ ] Overfill
- [ ] Corrosion
- [ ] Physical or Mechanical Damage
- [ ] Installation Problem
- [ ] Other (does not fit any of above)
- [X] Unknown

Contact information to report non-emergency releases in DNR's five regions are as follows:

Northeast Region (FAX: 920-662-5197); Attention -- R&R Program Associate: DNRRRNER@wisconsin.gov

Brown, Calumet, Door, Fond du Lac **(except City of Waupun - see South Central Region)**, Green Lake, Kewaunee, Manitowoc, Marinette, Marquette, Menominee, Oconto, Outagamie, Shawano, Sheboygan, Waupaca, Waushara, Winnebago counties

Northern Region (FAX: 715-623-6773); Attention -- R&R Program Associate: DNRRRNOR@wisconsin.gov

Ashland, Barron, Bayfield, Burnett, Douglas, Forest, Florence, Iron, Langlade, Lincoln, Oneida, Polk, Price, Rusk, Sawyer, Taylor, Vilas, Washburn counties

South Central Region (FAX: 608-273-5610); Attention -- R&R Program Associate: DNRRRSCR@wisconsin.gov

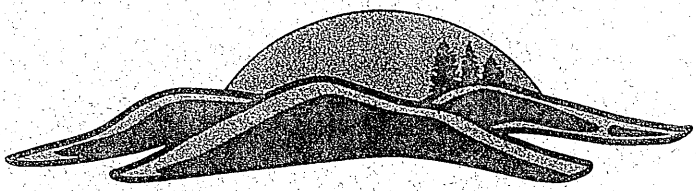
Columbia, Dane, Dodge, Fond du Lac **(City of Waupun only)**, Grant, Green, Iowa, Jefferson, Lafayette, Richland, Rock, Sauk, Walworth counties

Southeast Region (FAX: 414-263-8550); Attention -- R&R Program Associate: DNRRRSER@wisconsin.gov

Kenosha, Milwaukee, Ozaukee, Racine, Washington, Waukesha counties

West Central Region (FAX: 715-839-6076); Attention -- R&R Program Associate: DNRRRWCR@wisconsin.gov

Adams, Buffalo, Chippewa, Clark, Crawford, Dunn, Eau Claire, Jackson, Juneau, LaCrosse, Marathon, Monroe, Pepin, Pierce, Portage, St. Croix, Trempealeau, Vernon, Wood counties



Moraine Environmental, Inc.
Design • Engineer • Construct

December 5, 2012

Project Reference #5564

Ms. Deanna Tetzlaff
Northern Petro-Services, Inc.
W222 N610 Cheaney Dr.
Waukesha, WI 53186-1697

RE: Dispenser & Supply Line Closure /Replacement Assessment
B.P. Amoco Gasoline Station / Convenience Store
2117 Indiana Avenue, Sheboygan, WI

Dear Deanna:

On September 25, 2012, Tom Sweet of Moraine Environmental, Inc. (Moraine) performed a pump and line closure assessment at the above referenced location. Three soil samples were collected and analyzed for petroleum volatile organic compounds plus naphthalene. The location of the soil samples collected is shown on the attached color aerial photo. Contamination was identified in each of the three samples collected adjacent to the fuel dispensers beneath the supply lines that were proposed to be removed.

Please note that the contamination identified beneath the fuel lines is residual contamination resulting from the former releases reported prior to the Petroleum Environmental Cleanup Fund Authorization (PECFA) investigation and clean up. No releases have been reported to the WDNR nor has the owner reported any system malfunctions since the site was issued a case closure by the Department of Safety & Professional Services on February 17, 2006.

Moraine has enclosed three copies of this document. One of your copies should be submitted to your customer. A fourth copy has been submitted to the WDNR, Southern District. Enclosed with this letter report are the following documents.

Appendix A

- Color aerial photo showing approximate soil sample locations
- Color photos of open trench following pump removal and line excavation

Appendix B

- Copy of Part B of the Tank System Removal Checklist
- Laboratory results for soil samples collected from the 3 foot deep line trench adjacent to the former dispensers

I have enclosed a copy of the invoice for site assessment closure activities & completion of this report. Thank you.

Sincerely
MORAINE ENVIRONMENTAL, INC.

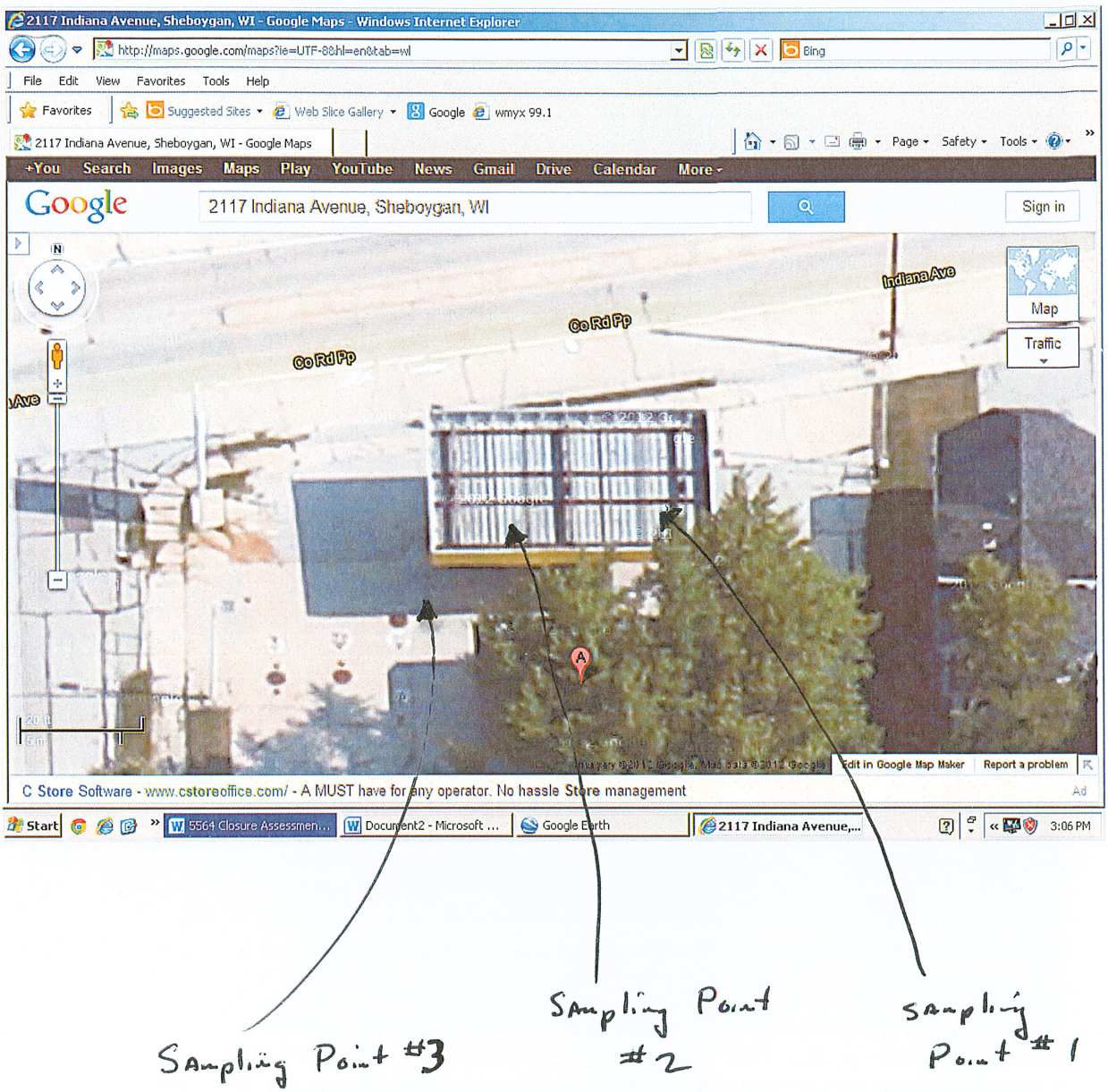
Thomas C. Sweet
President

F:\WORD\Mswteh55\5564 Closure Assessment.doc

APPENDIX A

Aerial Photo

Site Photographs


2117 Indiana Avenue, Sheboygan, WI - Google Maps - Windows Internet Explorer
2117 Indiana Avenue, Sheboygan, WI
Co Rd Pp
Co Rd Pp
Indiana Ave
Map
Traffic
Edit in Google Map Maker
Report a problem
C Store Software - www.cstoreoffice.com/ - A MUST have for any operator. No hassle Store management
Sampling Point #3
Sampling Point #2
Sampling Point #1

Front view of service stations looking south east
Indiana Avenue in foreground.

Sample point #1 collected at 3 feet below
ground surface beneath the supply lines.

Sample location #2 collected adjacent to
pump island at 3 feet below ground surface.

Sample point #3 collected at concurrence of
piping network with underground storage tanks.

APPENDIX B

- UST Tank Closure Checklist (Part B)
- Soil Analytical Results
- BRRT's Case Investigation/Closure Summary

Part B – To be completed by environmental professional | Item 6.

Submit original Part B to the WDNR along with a copy of Part A

I. TANK-SYSTEM SITE ASSESSMENT (TSSA)

Site Name: Amoco BP. Line Closure/

Address: 2117 Indiana Avenue, Sheboygan, Wisconsin

Note: Site name and address must match with Part A Section 1.

To determine if a TSSA is required, see Comm 10 and section II part B of *ASSESSMENT AND REPORTING OF SUSPECTED AND OBVIOUS RELEASES FROM UNDERGROUND AND ABOVEGROUND STORAGE TANK SYSTEMS.*

If a TSSA is required, then follow the procedures detailed in *ASSESSMENT AND REPORTING OF SUSPECTED AND OBVIOUS RELEASES FROM UNDERGROUND AND ABOVEGROUND STORAGE TANK SYSTEMS.*

1. Site Information

a. Has there been a previously documented release at this site? ☒ Y ☐ N

If yes, provide the DSPS # _____, or DNR BRRT's # 03-60-150965.

b. Number of active tanks[1] at facility prior to completion of current services USTs _____ ASTs _____.

(NOTE 1: Do not include previously closed systems or system components.)

c. Excavation/trench dimensions (in feet). (Photos must be provided.)

EXCAVATION/TRENCH #	LENGTH	WIDTH	DEPTH
#1	75'	5'	3'

2. Visual Excavation/Trench Inspection (Photos must be provided for "Yes" responses, except item b.)

Do any of the following conditions exist in or about the excavation(s)?

a. Stained soils: ☐ Y ☒ N b. Petroleum odor: ☒ Y ☐ N c. Water In excavation/trench: ☐ Y ☒ N

d. Free product in the excavation/trench: ☐ Y ☒ N e. Sheen or free product on water: ☐ Y ☒ N

3. Geology/Hydrogeology

a. Depth to groundwater Clay/ feet b. Indicate type of geology[2] Silt/Clay

(Note 2: Use these symbols individually or in combination as appropriate: C = Clay, SLT = Silt, S = Sand, Gr = Gravel)

4. Receptors

a. Water supply well(s) within 250 feet of the facility? ☐ Y ☒ N If yes, specify —

b. Surface water(s) within 1000 feet of the facility? ☐ Y ☒ N If yes, specify —

5. Sampling

a. Follow the procedures detailed in *ASSESSMENT AND REPORTING OF SUSPECTED AND OBVIOUS RELEASES FROM UNDERGROUND AND ABOVEGROUND STORAGE TANK SYSTEMS.*

b. Complete Tables 1 and 2 as appropriate. (Attach chain-of-custody and laboratory analytical reports.)

c. Attach a detailed map of site features and sample locations.

J. NOTE RELEVANT OBSERVATIONS, SPECIFIC PROBLEMS OR CONCERNS BELOW

- No releases Reported by owner
- No spills or Alarms ever recorded from the tank + line monitoring System
- Residual Contamination the result of previous non-compliant tanks + lines as part of PECFA Investigation Conducted from 1997 through 2006.

Alan C Smith

TABLE 1 SOIL FIELD SCREENING & GRO/DRO LABORATORY ANALYTICAL RESULTS-FOR PETROLEUM PRODUCTS

Sample ID #	Sample Location & Soil/Geologic Description	Sample Collection Method				Depth Below Tank/Piping (feet)	Field Screening Result (ppm)	GRO (mg/kg)	DRO (mg/kg)
		Grab	Shelby Tube	Direct Push	Split Spoon				
1	East Dispenser	X				3'	12.0	—	—
2	West Dispenser	X				3'	189.0	—	—
3	Tank Lines	X				3'	168.0	—	—

TABLE 2 SOIL LABORATORY ANALYTICAL RESULTS-FOR PETROLEUM PRODUCTS

Sample ID #	BENZENE	TOLUENE	ETHYLBENZENE	MTBE	TRIMETHYL - BENZENES (TOTAL)	XYLENES (TOTAL)	NAPHTHALENE
	ug/kg	ug/kg	ug/kg	ug/kg	ug/kg	ug/kg	ug/kg
1	<50	<50.0	1270	66.1 J	7460	1396	494
2	<625	31,000	38,600	<625	209,500	212,600	17,600
3	<500	3520	12,600	<500	216,600	112,700	19,900

K. TANK-SYSTEM SITE ASSESSMENT INFORMATION

☐ As a tank-system site assessor certified under Wis. Admin. Code section Comm 5.83, it is my opinion that there is no indication of a release of a regulated substance to the environment.

☐ Sampling at the site indicates there has been a release to the environment. Pursuant to Wis. Admin. Code section Comm 10.585 (2) (a) and Wis. Stats. section 292.11 (2) (a), the owner or operator or contractor performing work under chapter Comm 10 shall immediately report any release of a regulated substance to the Wisconsin Department of Natural Resources. Failure to do so may result in forfeitures of a minimum of $10 and a maximum of $5000 for each violation under Wis. Stats. section 101.09 (5). Each day of continued violation and each tank are treated as separate offenses.

Thomas C. Sweet		241784
Tank-System Site Assessor Name (print)	Tank-System Site Assessor Signature	Certification Number #
262-377-9060	12/6/2012	Moraine Environmental, Inc
Tank-System Site Assessor Telephone Number	Date Signed	Comp any Name

UPPER MIDWEST REGION
MN: 612-607-1700 WI: 920-469-2436

4067746

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www.pacelabs.com

CHAIN OF CUSTODY

*Preservation Codes
A=None B=HCL C=H2SO4 D=HNO3 E=DI Water F=Methanol G=NaOH
H=Sodium Bisulfate Solution I=Sodium Thiosulfate J=Other

(Please Print Clearly)	
Company Name:	Moraine Environmental
Branch/Location:	Grafton, WI
Project Contact:	Tom Sweet
Phone:	262-377-9060
Project Number:	5564
Project Name:	IPF2117 Indiana Ave
Project State:	WI
Sampled By (Print):	Tom Sweet
Sampled By (Sign):	Thomas C. Sweet
PO #:	Regulatory Program:

Quote #:	
Mail To Contact:	Tom Sweet
Mail To Company:	Moraine Environmental
Mail To Address:	1402 7th Ave Grafton, WI
Invoice To Contact:	
Invoice To Company:	
Invoice To Address:	
Invoice To Phone:	

Data Package Options (billable)
- ☐ EPA Level III
- ☐ EPA Level IV

MS/MSD
- ☐ On your sample (billable)
- ☐ NOT needed on your sample

Matrix Codes

A = Air	W = Water
B = Biota	DW = Drinking Water
C = Charcoal	GW = Ground Water
O = Oil	SW = Surface Water
S = Soil	WW = Waste Water
SI = Sludge	WP = Wipe

PACE LAB #	CLIENT FIELD ID	COLLECTION DATE	COLLECTION TIME	MATRIX	Analyses Requested: FILTERED? (YES/NO) Y/N	PRESERVATION (CODE)* Pick Letter	PVOC's + Napth	Dry weight	CLIENT COMMENTS	LAB COMMENTS (Lab Use Only)	Profile #
					N	N					
					F	A					
001	Sample 1 - East Dispenser	9/25	11:00	S			X	X		1-40mlF, 1-4ozP A	
002	Sample 2 - West Dispenser	↓	↓	S			X	X		↓ ↓	
003	Sample 3 - Tank Lines	↓	↓	S			X	X			

Rush Turnaround Time Requested - Prelims
(Rush TAT subject to approval/surcharge)
Date Needed:

Transmit Prelim Rush Results by (complete what you want):
Email #1:
Email #2:
Telephone:
Fax:

Samples on HOLD are subject to special pricing and release of liability

Relinquished By:	Date/Time:	Received By:	Date/Time:
Thomas C. Sweet	9/26/12 1000	Mark W. Yaste	9/26/12 1330
Mark W. Yaste	9/26/12 1630	E Helmy PaceGB	9/26/12 1630

PACE Project No.: 4067746
Receipt Temp = ROT °C
Sample Receipt pH OK / Adjusted
Cooler Custody Seal: Present / (Not Present) Intact / Not Intact

Version 6.0 06/14/06

309

C019a(27Jun2006)

ORIGINAL

Item 6.

Pace Analytical Services, Inc.
1241 Bellevue Street, Suite 9
Green Bay, WI 54302

Pace Analytical

Sample Condition Upon Receipt

Client Name: Moraine Env. Project # 4067748

Courier: ☐ Fed Ex ☐ UPS ☐ USPS ☐ Client ☐ Commercial ☑ Pace Other _____

Tracking #: _____

Custody Seal on Cooler/Box Present: ☐ yes ☑ no Seals intact: ☐ yes ☐ no

Custody Seal on Samples Present: ☐ yes ☑ no Seals intact: ☐ yes ☐ no

Packing Material: ☐ Bubble Wrap ☑ Bubble Bags ☐ None Other

Thermometer Used N/A Type of Ice: (Wet) Blue Dry None ☑ Samples on Ice, cooling process has begun.

Cooler Temperature ROT Biological Tissue is Frozen: ☐ yes ☐ no

Temp Blank Present: ☐ yes ☑ no

Optional: Proj. Due Date: Proj. Name:

Person examining contents:
Date: 9/26/12
Initials: EMH

Temp should be above freezing to 6°C for all sample except Biota.
Biota Samples should be received ≤ 0°C.

		Comments:
Chain of Custody Present:	☑Yes ☐No ☐N/A	1.
Chain of Custody Filled Out:	☑Yes ☐No ☐N/A	2.
Chain of Custody Relinquished:	☑Yes ☐No ☐N/A	3.
Sampler Name & Signature on COC:	☑Yes ☐No ☐N/A	4.
Samples Arrived within Hold Time:	☑Yes ☐No ☐N/A	5.
Short Hold Time Analysis (<72hr):	☐Yes ☑No ☐N/A	6.
Rush Turn Around Time Requested:	☐Yes ☑No ☐N/A	7.
Sufficient Volume:	☑Yes ☐No ☐N/A	8.
Correct Containers Used:	☑Yes ☐No ☐N/A	9.
-Pace Containers Used:	☑Yes ☐No ☐N/A	
Containers Intact:	☑Yes ☐No ☐N/A	10.
Filtered volume received for Dissolved tests	☐Yes ☐No ☑N/A	11.
Sample Labels match COC: -Includes date/time/ID/Analysis Matrix: S	☑Yes ☐No ☐N/A	12.
All containers needing preservation have been checked.	☐Yes ☐No ☑N/A	13.
All containers needing preservation are found to be in compliance with EPA recommendation.	☐Yes ☐No ☑N/A	initial when completed / Lot # of added preservative
exceptions: VOA, coliform, TOC, O&G, WI-DRO (water)	☐Yes ☐No	
Samples checked for dechlorination:	☐Yes ☐No ☑N/A	14.
Headspace in VOA Vials (>6mm):	☐Yes ☐No ☑N/A	15.
Trip Blank Present:	☐Yes ☑No ☐N/A	16.
Trip Blank Custody Seals Present	☐Yes ☐No ☑N/A	
Pace Trip Blank Lot # (if purchased):		

Field Data Required? Y / N

Client Notification/ Resolution:

Person Contacted: _____ Date/Time: _____

Comments/ Resolution: _____

Project Manager Review: _____ Date: 9/27/12

Note: Whenever there is a discrepancy affecting North Carolina compliance samples, a copy of this form will be sent to the North Carolina DEHNR Certification Office (i.e out of hold, incorrect preservative, out of temp, incorrect containers)

Pace Analytical®
www.pacelabs.com

Pace Analytical Services
1241 Bellevue Street - S
Green Bay, WI 54302
(920)469-2436

October 10, 2012

Tom Sweet
Moraine Environmental, Inc.
1402 7th Avenue
Grafton, WI 530242330

RE: Project: 5564 IPT-2117 INDIANA AVE
Pace Project No.: 4067746

Dear Tom Sweet:
Enclosed are the analytical results for sample(s) received by the laboratory on September 26, 2012. The results relate only to the samples included in this report. Results reported herein conform to the most current TNI standards and the laboratory's Quality Assurance Manual, where applicable, unless otherwise noted in the body of the report.

If you have any questions concerning this report, please feel free to contact me.

Sincerely,

Steven Mleczko

steve.mleczko@pacelabs.com
Project Manager

Enclosures

This report shall not be reproduced, except in full,
without the written consent of Pace Analytical Services, Inc..

Pace Analytical Service
1241 Bellevue Street - S
Green Bay, WI 54302
(920)469-2436

CERTIFICATIONS

Project: 5564 IPT-2117 INDIANA AVE
Pace Project No.: 4067746

Green Bay Certification IDs
1241 Bellevue Street, Green Bay, WI 54302
Florida/NELAP Certification #: E87948
Illinois Certification #: 200050
Kentucky Certification #: 82
Louisiana Certification #: 04168
Minnesota Certification #: 055-999-334
New York Certification #: 11888
North Carolina Certification #: 503
North Dakota Certification #: R-150
South Carolina Certification #: 83006001
US Dept of Agriculture #: S-76505
Wisconsin Certification #: 405132750

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without the written consent of Pace Analytical Services, Inc..

Pace Analytical Services
1241 Bellevue Street - S
Green Bay, WI 54302
(920)469-2436

SAMPLE SUMMARY

Project: 5564 IPT-2117 INDIANA AVE
Pace Project No.: 4067746

Lab ID	Sample ID	Matrix	Date Collected	Date Received
4067746001	SAMPLE 1-EAST DISPENSER	Solid	09/25/12 11:00	09/26/12 16:30
4067746002	SAMPLE 2 -WEST DISPENSER	Solid	09/25/12 11:00	09/26/12 16:30
4067746003	SAMPLE 3-TANK LINES	Solid	09/25/12 11:00	09/26/12 16:30

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SAMPLE ANALYTE COUNT

Project: 5564 IPT-2117 INDIANA AVE
Pace Project No.: 4067746

Lab ID	Sample ID	Method	Analysts	Analytes Reported	Laboratory
4067746001	SAMPLE 1-EAST DISPENSER	WI MOD GRO	PMS	10	PASI-G
		ASTM D2974-87	KMF	1	PASI-G
4067746002	SAMPLE 2 -WEST DISPENSER	WI MOD GRO	PMS	10	PASI-G
		ASTM D2974-87	KMF	1	PASI-G
4067746003	SAMPLE 3-TANK LINES	WI MOD GRO	PMS	10	PASI-G
		ASTM D2974-87	KMF	1	PASI-G

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ANALYTICAL RESULTS

Project: 5564 IPT-2117 INDIANA AVE
Pace Project No.: 4067746

Sample: SAMPLE 1-EAST DISPENSER **Lab ID: 4067746001** Collected: 09/25/12 11:00 Received: 09/26/12 16:30 Matrix: Solid

Results reported on a "dry-weight" basis

Parameters	Results	Units	LOQ	LOD	DF	Prepared	Analyzed	CAS No.	Qual
WIGRO GCV	Analytical Method: WI MOD GRO Preparation Method: TPH GRO/PVOC WI ext.								
Benzene	**<50.0**	ug/kg	120	50.0	2	09/28/12 06:49	09/28/12 18:03	71-43-2	W
Ethylbenzene	**1270**	ug/kg	153	63.8	2	09/28/12 06:49	09/28/12 18:03	100-41-4	
Methyl-tert-butyl ether	**66.1J**	ug/kg	153	63.8	2	09/28/12 06:49	09/28/12 18:03	1634-04-4	
Naphthalene	**494**	ug/kg	153	63.8	2	09/28/12 06:49	09/28/12 18:03	91-20-3	
Toluene	**<50.0**	ug/kg	120	50.0	2	09/28/12 06:49	09/28/12 18:03	108-88-3	W
1,2,4-Trimethylbenzene	**5410**	ug/kg	153	63.8	2	09/28/12 06:49	09/28/12 18:03	95-63-6	
1,3,5-Trimethylbenzene	**2050**	ug/kg	153	63.8	2	09/28/12 06:49	09/28/12 18:03	108-67-8	
m&p-Xylene	**977**	ug/kg	306	128	2	09/28/12 06:49	09/28/12 18:03	179601-23-1	
o-Xylene	**419**	ug/kg	153	63.8	2	09/28/12 06:49	09/28/12 18:03	95-47-6	
Surrogates									
a,a,a-Trifluorotoluene (S)	137	%.	80-120		2	09/28/12 06:49	09/28/12 18:03	98-08-8	D3,S7
Percent Moisture	Analytical Method: ASTM D2974-87								
Percent Moisture	**21.6**	%	0.10	0.10	1		10/09/12 18:30		

REPORT OF LABORATORY ANALYSIS

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ANALYTICAL RESULTS

Project: 5564 IPT-2117 INDIANA AVE
Pace Project No.: 4067746

Sample: SAMPLE 2 -WEST DISPENSER **Lab ID: 4067746002** Collected: 09/25/12 11:00 Received: 09/26/12 16:30 Matrix: Solid

Results reported on a "dry-weight" basis

Parameters	Results	Units	LOQ	LOD	DF	Prepared	Analyzed	CAS No.	Qual
WIGRO GCV	Analytical Method: WI MOD GRO Preparation Method: TPH GRO/PVOC WI ext.								
Benzene	**<625**	ug/kg	1500	625	25	09/28/12 06:49	09/28/12 18:29	71-43-2	W
Ethylbenzene	**38600**	ug/kg	1840	767	25	09/28/12 06:49	09/28/12 18:29	100-41-4	
Methyl-tert-butyl ether	**<625**	ug/kg	1500	625	25	09/28/12 06:49	09/28/12 18:29	1634-04-4	W
Naphthalene	**17600**	ug/kg	1840	767	25	09/28/12 06:49	09/28/12 18:29	91-20-3	
Toluene	**31000**	ug/kg	1840	767	25	09/28/12 06:49	09/28/12 18:29	108-88-3	
1,2,4-Trimethylbenzene	**157000**	ug/kg	1840	767	25	09/28/12 06:49	09/28/12 18:29	95-63-6	
1,3,5-Trimethylbenzene	**52500**	ug/kg	1840	767	25	09/28/12 06:49	09/28/12 18:29	108-67-8	
m&p-Xylene	**153000**	ug/kg	3680	1530	25	09/28/12 06:49	09/28/12 18:29	179601-23-1	
o-Xylene	**59600**	ug/kg	1840	767	25	09/28/12 06:49	09/28/12 18:29	95-47-6	
Surrogates									
a,a,a-Trifluorotoluene (S)	128	%.	80-120		25	09/28/12 06:49	09/28/12 18:29	98-08-8	S7
Percent Moisture	Analytical Method: ASTM D2974-87								
Percent Moisture	**18.5**	%	0.10	0.10	1		10/09/12 18:30		

REPORT OF LABORATORY ANALYSIS

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ANALYTICAL RESULTS

Project: 5564 IPT-2117 INDIANA AVE
Pace Project No.: 4067746

Sample: SAMPLE 3-TANK LINES **Lab ID: 4067746003** Collected: 09/25/12 11:00 Received: 09/26/12 16:30 Matrix: Solid

Results reported on a "dry-weight" basis

Parameters	Results	Units	LOQ	LOD	DF	Prepared	Analyzed	CAS No.	Qual
WIGRO GCV	Analytical Method: WI MOD GRO Preparation Method: TPH GRO/PVOC WI ext.								
Benzene	**<500**	ug/kg	1200	500	20	09/28/12 06:49	09/28/12 18:54	71-43-2	W
Ethylbenzene	**12600**	ug/kg	1480	616	20	09/28/12 06:49	09/28/12 18:54	100-41-4	
Methyl-tert-butyl ether	**<500**	ug/kg	1200	500	20	09/28/12 06:49	09/28/12 18:54	1634-04-4	W
Naphthalene	**19900**	ug/kg	1480	616	20	09/28/12 06:49	09/28/12 18:54	91-20-3	
Toluene	**3520**	ug/kg	1480	616	20	09/28/12 06:49	09/28/12 18:54	108-88-3	
1,2,4-Trimethylbenzene	**157000**	ug/kg	1480	616	20	09/28/12 06:49	09/28/12 18:54	95-63-6	
1,3,5-Trimethylbenzene	**59600**	ug/kg	1480	616	20	09/28/12 06:49	09/28/12 18:54	108-67-8	
m&p-Xylene	**90400**	ug/kg	2960	1230	20	09/28/12 06:49	09/28/12 18:54	179601-23-1	
o-Xylene	**22300**	ug/kg	1480	616	20	09/28/12 06:49	09/28/12 18:54	95-47-6	
Surrogates									
a,a,a-Trifluorotoluene (S)	132	%.	80-120		20	09/28/12 06:49	09/28/12 18:54	98-08-8	S7
Percent Moisture	Analytical Method: ASTM D2974-87								
Percent Moisture	**18.9**	%	0.10	0.10	1		10/09/12 18:30		

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QUALITY CONTROL DATA

Project: 5564 IPT-2117 INDIANA AVE
Pace Project No.: 4067746

QC Batch: GCV/9077 Analysis Method: WI MOD GRO
QC Batch Method: TPH GRO/PVOC WI ext. Analysis Description: WIGRO Solid GCV
Associated Lab Samples: 4067746001, 4067746002, 4067746003

METHOD BLANK: 682329 Matrix: Solid
Associated Lab Samples: 4067746001, 4067746002, 4067746003

Parameter	Units	Blank Result	Reporting Limit	Analyzed	Qualifiers
1,2,4-Trimethylbenzene	ug/kg	<25.0	60.0	09/28/12 09:57	
1,3,5-Trimethylbenzene	ug/kg	<25.0	60.0	09/28/12 09:57	
Benzene	ug/kg	<25.0	60.0	09/28/12 09:57	
Ethylbenzene	ug/kg	<25.0	60.0	09/28/12 09:57	
m&p-Xylene	ug/kg	<50.0	120	09/28/12 09:57	
Methyl-tert-butyl ether	ug/kg	<25.0	60.0	09/28/12 09:57	
Naphthalene	ug/kg	<25.0	60.0	09/28/12 09:57	
o-Xylene	ug/kg	<25.0	60.0	09/28/12 09:57	
Toluene	ug/kg	<25.0	60.0	09/28/12 09:57	
a,a,a-Trifluorotoluene (S)	%.	101	80-120	09/28/12 09:57	

LABORATORY CONTROL SAMPLE & LCSD: 682330 682331

Parameter	Units	Spike Conc.	LCS Result	LCSD Result	LCS % Rec	LCSD % Rec	% Rec Limits	RPD	Max RPD	Qualifiers
1,2,4-Trimethylbenzene	ug/kg	1000	1050	1040	105	104	80-120	1	20	
1,3,5-Trimethylbenzene	ug/kg	1000	1040	1030	104	103	80-120	1	20	
Benzene	ug/kg	1000	995	982	100	98	80-120	1	20	
Ethylbenzene	ug/kg	1000	1030	1020	103	102	80-120	1	20	
m&p-Xylene	ug/kg	2000	2070	2060	104	103	80-120	1	20	
Methyl-tert-butyl ether	ug/kg	1000	902	883	90	88	80-120	2	20	
Naphthalene	ug/kg	1000	982	1010	98	101	80-120	3	20	
o-Xylene	ug/kg	1000	1040	1030	104	103	80-120	1	20	
Toluene	ug/kg	1000	1010	990	101	99	80-120	2	20	
a,a,a-Trifluorotoluene (S)	%.				104	100	80-120			

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QUALITY CONTROL DATA

Project: 5564 IPT-2117 INDIANA AVE
Pace Project No.: 4067746

QC Batch: PMST/7690
QC Batch Method: ASTM D2974-87
Analysis Method: ASTM D2974-87
Analysis Description: Dry Weight/Percent Moisture
Associated Lab Samples: 4067746001, 4067746002, 4067746003

SAMPLE DUPLICATE: 689855

Parameter	Units	4068507003 Result	Dup Result	RPD	Max RPD	Qualifiers
Percent Moisture	%	7.5	7.6	1	10	

REPORT OF LABORATORY ANALYSIS

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QUALIFIERS

Project: 5564 IPT-2117 INDIANA AVE
Pace Project No.: 4067746

DEFINITIONS

DF - Dilution Factor, if reported, represents the factor applied to the reported data due to changes in sample preparation, dilution of the sample aliquot, or moisture content.

ND - Not Detected at or above adjusted reporting limit.

J - Estimated concentration above the adjusted method detection limit and below the adjusted reporting limit.

MDL - Adjusted Method Detection Limit.

PRL - Pace Reporting Limit.

RL - Reporting Limit.

S - Surrogate

1,2-Diphenylhydrazine (8270 listed analyte) decomposes to Azobenzene.

Consistent with EPA guidelines, unrounded data are displayed and have been used to calculate % recovery and RPD values.

LCS(D) - Laboratory Control Sample (Duplicate)

MS(D) - Matrix Spike (Duplicate)

DUP - Sample Duplicate

RPD - Relative Percent Difference

NC - Not Calculable.

SG - Silica Gel - Clean-Up

U - Indicates the compound was analyzed for, but not detected.

N-Nitrosodiphenylamine decomposes and cannot be separated from Diphenylamine using Method 8270. The result reported for each analyte is a combined concentration.

Pace Analytical is TNI accredited. Contact your Pace PM for the current list of accredited analytes.

TNI - The NELAC Institute.

LABORATORIES

PASI-G	Pace Analytical Services - Green Bay

ANALYTE QUALIFIERS

D3	Sample was diluted due to the presence of high levels of non-target analytes or other matrix interference.
S7	Surrogate recovery outside control limits (not confirmed by re-analysis).
W	Non-detect results are reported on a wet weight basis.

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QUALITY CONTROL DATA CROSS REFERENCE TABLE

Project: 5564 IPT-2117 INDIANA AVE
Pace Project No.: 4067746

Lab ID	Sample ID	QC Batch Method	QC Batch	Analytical Method	Analytical Batch
4067746001	SAMPLE 1-EAST DISPENSER	TPH GRO/PVOC WI ext.	GCV/9077	WI MOD GRO	GCV/9078
4067746002	SAMPLE 2 -WEST DISPENSER	TPH GRO/PVOC WI ext.	GCV/9077	WI MOD GRO	GCV/9078
4067746003	SAMPLE 3-TANK LINES	TPH GRO/PVOC WI ext.	GCV/9077	WI MOD GRO	GCV/9078
4067746001	SAMPLE 1-EAST DISPENSER	ASTM D2974-87	PMST/7690		
4067746002	SAMPLE 2 -WEST DISPENSER	ASTM D2974-87	PMST/7690		
4067746003	SAMPLE 3-TANK LINES	ASTM D2974-87	PMST/7690		

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Wisconsin Department of Natural Resources

Environmental Cleanup & Brownfields Redevelopment

BRRTS on the Web

The Bureau for Remediation and Redevelopment Tracking System (BRRTS) on the Web is a searchable database containing information on the investigation and cleanup of potential and confirmed contamination to soil and groundwater in Wisconsin.

Navigation: BOTW Home >> Basic Search >> Search Results >> 03-60-150965 Activity Details

03-60-150965 UNIMART HWY 28

LUST CLOSED

Cleanup has been approved at this location but some contamination remains. Due to this remaining residual contamination, one or more continuing obligations are applicable to this location (e.g., an asphalt cap or other barrier covering the contamination). For information specific to the continuing obligations at this location, read the Closure Letter within the GIS Registry Packet in the Documents section below. For general information on managing continuing obligations and residual contamination click here. **You must contact DNR before constructing a well. Remaining contamination must be properly handled if disturbed.**

Location Name (Click name to view details and other activities)			County	WDNR Region
UNIMART HWY 28			SHEBOYGAN	SOUTHEAST
Address			Municipality	
2117 INDIANA AVE			SHEBOYGAN	
Public Land Survey System		Latitude	Google Maps	RR Sites Map
SE 1/4 of the NW 1/4 of Sec 27, T15N, R23E		43.7418703	CLICK TO VIEW	CLICK TO VIEW
Additional Location Description		Longitude	Facility ID	Size (Acres)
NONE		-87.7339813	460075000	UNKNOWN
Jurisdiction	PECFA No. / EPA Cerclis ID	Start Date	End Date	Last Action
DSPS	53081472917	1997-05-16	2005-12-08	2006-02-17

Comments

*** TRANSFERRED TO DEPT OF SAFETY AND PROFESSIONAL SERVICES (DSPS) - NO LONGER UNDER DNR JURISDICTION ***

Characteristics

EPA NPL Site?	DSPS Tracked?	Eligible for PECFA Funds?	Above Ground Storage Tank?	Drycleaner?	Co-Contamination?	On GIS Registry?
No	Yes	Yes	No	No	No	Yes

Actions

Place Cursor Over Code to View Description

Date	Code	Name	Comment
1997-05-16	1	Notification	-
1997-06-17	2	RP Letter Sent	-
1997-09-11	35	Site Investigation Workplan Received (w/out Fee)	-
1998-02-02	39	Remedial Action Options Report received (w/out Fee)	-
1998-02-02	43	Status Report Received	-
1999-03-15	35	Site Investigation Workplan Received (w/out Fee)/2	-
2003-01-27	76	Activity Transferred to DSPS (formerly Commerce) .	-
2003-05-23	37	SI Report Received (w/out Fee)	*** SITE INVESTIGATION DETERMINED BY DSPS TO BE COMPLETE - FROM DSPS DATA INTERCHANGE ***
2003-05-27	50	GIS Registry Site	Autopopulated from 700/710 entry
2003-05-27	700	Date Groundwater Registry Fee Received	REC'D CK# 11805 $250.00
2003-05-27	710	Date Soil Registry Fee Paid	REC'D CK# 11804 $200.00
2005-08-10	84	Conditional Closure	*** Conditional Closure from Commerce Data Interchange ***

2005-12-08	11	Activity Closed	*** NR726 Closure from Commerce Data Interchange ***
2005-12-08	232	Continuing Obligation - Residual Soil Contamination	*** AUTO POPULATED AT FINAL CLOSURE DUE TO 710 ACTION ***
2005-12-08	236	Continuing Obligation - Residual GW Contamination	*** AUTO POPULATED AT FINAL CLOSURE DUE TO 700 ACTION ***
2006-02-17	100	GIS Registry QAQC Completed	AB

Documents

Click Document Name or URL to Open

Please note: not all files listed are available to be viewed on-line.

Category : Name	File Type
GIS Registry Packets : GIS Registry Packet	

Impacts

Type	Comment
Soil Contamination	-

Substances

Substance	Type	Amount Released	Units
Gasoline - Unleaded and Leaded	Petroleum		

Who

Click Project Manager Name to Compose Email

Role	Name/Address
Responsible Party	LAKESHORE OIL & TIRE CO TWO RIVERS, WI 54241
Consultant	ENVIRONMENTAL ASSESSMENTS INC 645 W SENECA DR APPLETON, WI 54911
RP Contact/Agent	BILL SPRINGER 2022 SCHOOL ST TWO RIVERS, WI 54241
Project Manager	WI DEPT OF SAFETY & PROFESSIONAL SERVICES (DSPS) 201 W WASHINGTON AVE MADISON, WI 53703

Quick Response Codes

Scan to Transfer Information to Your Wireless Device

Page URL | Google Maps | GIS Registry PDF

BRRTS data comes from various sources, both internal and external to DNR. There may be omissions and errors in the data and delays in updating new information. Please see the disclaimers page for more information.

WATER MAIN TESTING AND SAMPLING PROCEDURES

Contractor shall provide all labor and equipment, including sample points, and **sterilize**, **flush** and **hydrostatically test** *all* new water main and large service laterals (and extensions and modifications to existing lines). This would apply to lines generally larger than 2" in diameter. Pressure testing shall be witnessed by Utility, during normal working hours, at standard charges to Contractor for such witnessing.

KEEP THE PIPE CLEAN! Maintaining clean pipes and avoiding major contamination during construction will save time and expense during testing. Even extremely high chlorine concentrations will not disinfect a dirty main. Also, flushing is no substitute for preventive measures during construction.

Where pipe, valves, and fittings installed at connections to existing mains cannot be sterilized and flushed same as new installations, use following procedures:

- After existing pipe, valve, and/or fitting has been exposed or plug removed, clean and wash existing point of connection with not less than 2 applications of 25% solution of sodium hypochlorite.
- Clean and wash each new fitting, valve, and pipe section to remove foreign materials, which could cause contamination. After cleaning and just before lowering into trench, wash with 2 applications of 25% solution sodium hypochlorite. Sterilize joint materials before use. In making installation, care should be used to avoid contaminating surfaces coming in contact with water when installation is restored to service.

Reasonable amounts of water for flushing and testing purposes may be obtained from Utility, *at no cost* to Contractor. To maintain adequate system pressure, **no more than one hydrant at a time shall be flushed without prior approval** by the Sheboygan Water Utility. The Utility Engineer (phone 920-459-3806) shall be notified of the time that the flushing was completed. After hours and weekends, call on duty personnel at 459-3811.

If water is to be used for any other purpose than filling, flushing and testing the main, or from other than hydrants installed by Contractor on this project, Contractor shall apply in person for a "**hydrant use permit"** at the Sheboygan Water Utility office, 72 Park Avenue, 8:00 A.M.-4:30 P.M. daily. Contractor shall not operate any "public" water main valve or hydrant, but is only authorized to operate the hydrant nozzle valve that will be installed by the Utility after a hydrant use permit is acquired.

Utility shall determine location(s) for sampling, sample, and perform *two* bacteriological tests at *each* location. Generally each dead-end and major branch and every additional approximately 1000' segment of main will be sampled. If, in opinion of Engineer, trench water or excessive dirt or debris has entered main, samples in such areas shall be taken at intervals of approximately 200'.

No hose shall be used for a sample point. Hydrants may be used as a sample point at the risk of the contractor. If provisions require laterals and/or air relief assemblies to be installed at locations acceptable for sampling, the **Contractor** may install such corporations for sampling prior to their reuse after safe samples have been obtained. Sample points shall terminate with no larger than a ½" hose bib or valve with tailpiece no longer than 6" long and ½" diameter, and be capable of sterilization by

torching the valve and discharge (a 1/4" boiler cock on a building riser is ideal). **Sample points must be extended out of the trench, above grade and safely accessible to Utility staff.** Utility personnel will refuse to enter a trench.

It shall be Contractor's responsibility to keep sample points, as well as the main and hydrants, from freezing.

The Sheboygan Water Utility requires the following sampling procedure be used for sampling new water mains (and larger services) and modifications thereto:

1. Water **supply valves shall remain closed** at all times during the construction, except while filling, flushing and at the time of each sampling of the new main. (Water shall not be used for any other purpose until after sampling is completed and line is deemed safe.)

2. The final **flushing must reduce the high chlorine concentration** down to normal distribution system levels (less than 1 part per million). Samples will not be taken if chlorine levels exceed 1.5 part per million.

3. After the final flushing, the water main must sit **undisturbed, for a minimum of 16 before the first sample** is collected by the Utility. It must remain **undisturbed** until after the **second sample,** which will be collected by the Utility, **not less than 24 hours after the first sample**.

ALL SAMPLING IS PERFORMED BY UTILITY PERSONNEL. Contractor must coordinate with Utility Engineer to schedule sampling. **Samples will generally not be collected on weekends or the day before a weekend or Utility holiday.** To confirm test results, call the Utility Engineer at 920-459-3806. The test results will generally be available 24 hours after the second sample has been collected.

If any of the original tests are unsafe, the main can be reflushed and then resampled. If any of the second set of samples are still unsafe, the water main *must* be rechlorinated, flushed, and resampled until satisfactory results are obtained.

PROPERTY OWNER AGREEMENT

Temporary Right of Entry, Construction Easement, and Hold Harmless Agreement

(Involving the replacement of lead service lateral (curb stop to meter setting), installation of water meter setting, and electrical grounding)

The owner of the property described in this paragraph (print name): _____ __ ("OWNER") grants to the Sheboygan Water Utility (SWU), its agents and contractors, the right to enter upon the following real property:

[Property Address]:_____ __

and the improvements thereupon (PROPERTY) so that SWU may implement replacement of the lead water service lateral (LSL) at the PROPERTY.

The OWNER and SWU agree to the following terms:

(a) Compliance with Laws: All work performed on the PROPERTY by SWU, or SWU employees, agents and contractors, shall be conducted in compliance with all federal, state and local laws, orders, regulations and ordinances.

(b) Scope of Work: The Scope of Work shall be as set forth in Exhibit A.

(c) Hours: SWU, and its employees, agents and contractors, shall have access to the PROPERTY as needed to perform the work.

(d) Hold Harmless: SWU shall cause its contractor(s) to maintain appropriate insurance coverage. OWNER agrees to hold SWU harmless regarding any damage or injury to person or property caused by SWU or its employees, agents, or contractors on the PROPERTY.

(e) Duration: This agreement shall be effective as of the date indicated below by OWNER and shall remain in effect until completion of the work.

(f) Confirmed Copies Valid: OWNER may send by email, fax, or regular U.S. mail, a signed copy of this agreement to SWU at the address, email address, or facsimile number provided by SWU.

Dated as of this _____ day of _____ ,2017 (the effective date).

SWU:

Name Printed:_____

Name Signed:_____ __

OWNER(s):

Name Printed:__ _ _ _ _ _ _ _ _ _ _ _ _

Name Signed:_____ __

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the appropriate City officials to enter into a lease with Lakeshore United FC for the use and management of the Butzen Property.

REPORT PREPARED BY: Joe Kerlin, Superintendent of Parks and Forestry

REPORT DATE: March 22, 2023 **MEETING DATE:** March 28, 2023

FISCAL SUMMARY:

Budget Line Item:	N/A
Budget Summary:	N/A
Budget Expenditure:	N/A
Budgeted Revenue:	N/A

STATUTORY REFERENCE:

Wisconsin Statues:	N/A
Municipal Code:	N/A

BACKGROUND / ANALYSIS: In December 2014, the City accepted the donation of 56.79 acres of mostly undeveloped land from the estate of the Butzen Family. The donated land is subject to a deed restriction requiring the property be used for recreational purposes only.

For the past few years, Lakeshore United FC ("LUFC") has been in communication with the City regarding how best to develop the Butzen property. LUFC has expressed an interest in managing the property and fundraising for its development. On February 6, 2023, the City of Sheboygan adopted Res. No. 130-22-23 declaring the City's commitment to continuing their partnership with LUFC in the development of the Butzen property as a premier, multi-sport, indoor/outdoor recreational complex.

STAFF COMMENTS: The terms and conditions mirror several existing nonprofit leases the City currently has in place. Examples of similar leases involve the Sheboygan A's, Mid-Lake Softball, Maywood Environmental Association and Blue Line Ice Center.

ACTION REQUESTED: Motion to recommend the Common Council approve Res. No. 159-22-23 authorizing the appropriate City officials to enter into a lease with Lakeshore United FC for the use and management of the Butzen property.

ATTACHMENTS:

I. Res. No. 159-22-23
II. Land Lease Agreement between the City of Sheboygan & Lakeshore United FC ("LUFC")

III

Res. No. 159- 22 - 23. By Alderpersons Dekker and Rust. March 20, 2023.

A RESOLUTION authorizing the appropriate City officials to enter into a lease with Lakeshore United FC for use and management of the Butzen property.

WHEREAS, Res. No. 130-22-23 was adopted on February 6, 2023, declaring the City's desire and commitment to partnering with Lakeshore United FC ("LUFC") in the development of the Butzen property as a premier, multi-sport, indoor/outdoor recreational complex.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized and directed to execute the attached Land Lease Agreement with LUFC for use and management of the Butzen property.

_____

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

LAND LEASE AGREEMENT

THIS LAND LEASE AGREEMENT ("Agreement") is made this _____ day of _____, 2023 by and between the CITY OF SHEBOYGAN ("City") and LAKESHORE UNITED FC ("LUFC").

I. RECITALS

WHEREAS, City is the owner real estate described below and the property ("Butzen"), pursuant to a Restrictive Covenant, must utilize the subject premises for recreational use. The real estate is described as follows and is comprised of approximately 55 acres:

PRT NE1/4, SEC 4, T14N, R23E; COM 1335.18' S OF NE COR SD1/4; TH S88 DEG 50'W 2214.96'; S1 DEG 33'W 1302.46'; E TO CEN USH 141; NE ON HWY TO A PNT E OF BEG; TH W TO BEG; EXC COM 1335.18' S OF NE COR SEC 4; TH S88 DEG 50'W 448.7'; S11 DEG 28'W 543.25'; S78 DEG 50'E 375.25'; N67 DEG 30'E 95.45' TO CEN USH 141; N16 DEG 32'E ON CEN SD HWY 604.1'; TH S88 DEG 50'W 73.4' TO BEG; EXC THE S 97' OF AFOREDESC, & EXC COM 1335.18' S OF NE COR SEC 4; TH S88 DEG 50'W 448.7'; S11 DEG 28'W 543.25' TO PNT OF BEG; TH S78 DEG 50'E 375.25' TO W R/W USH 141; S16 DEG 32'W 200'; N78 DEG 50'W 375.25'; TH N11 DEG 28'E 200' M/L TO BEG; EXC LOT 1 15CSM9#1497070; AND ALSO EXC PRT ANNEXED TO CITY FILE#1166487 AND EXC HWY CONV #1954201.

Tax Key Number 59281-430842

AND

SEC 04 T14N R23E PRT E1/2 OF NE1/4 COM AT NE COR SEC 4, TH S 1ºE ALG E LN SEC 4 1,335.18' TO P.O.B., TH S 88º22'34" W 469.99' TH S 11º12'04"W 743.25' TH S 79º05'56" E 387.31' TO A PT THAT IS 45' FROM CNR LN SO. BUSINESS DR., TH N 16º13'49" E 849.59', TH S 88º22'34" W 3.60' TO P.O.B., EXC HWY CONV #1954201.

Tax Key Number 59281-430840

WHEREAS, LUFC desires to operate a facility at Butzen, primarily focused on its successful soccer programs;

WHEREAS, City and LUFC agree that having a quality soccer facility at Butzen will provide a direct benefit to city residents who would use the facility as players, coaches, and spectators, but that it will also provide economic development and tourism opportunities that will benefit local residents and businesses;

WHEREAS, City and LUFC wish to enter into a land lease agreement for LUFC's utilization of Butzen's premises for recreational purposes, more specifically, LUFC's long term soccer operations;

WHEREAS, City and LUFC agree that said recreational use shall include the operations of LUFC, as well as the needs of the community at large, which includes but is not limited to, sports, clubs, and other organizational use consistent with recreational use;

WHEREAS, LUFC has continued its fundraising campaign in several phases to develop Butzen;

WHEREAS, LUFC shall be solely responsible for the care and maintenance of the leased property and all infrastructure placed thereon, whether permanent or temporary. within;

WHEREAS, City agrees and understands that all profits from LUFC's operations, including but not limited to, concessions, revenue from operational and related activities, belong to LUFC; and

WHEREAS, City and LUFC agree to the terms of this Agreement for an initial five (5) year term.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1) Leased Property. City agrees to lease Butzen to LUFC for recreational purposes.

2) Housekeeping and Repairs. LUFC agrees to maintain the property in a clean, sanitary, and safe condition. LUFC shall be solely responsible for turf management and snow removal and for promptly restoring the property to a clean, sanitary, and safe condition whenever circumstances warrant. In the event that the City requests use of the property, City agrees to timely restore the used area to a clean, sanitary, and safe condition following such use.

3) Major Modifications. LUFC must seek prior written approval from City prior to erecting any infrastructure that is intended to remain in place longer than one year; to the removal of soil or grass; installation of irrigation lines; construction of permanent bleachers; construction of any fences or similar barriers; installation of artificial turf; and any other possible modification that serves to change the use of the land in a permanent way.

4) Minor Modifications. LUFC shall not require City approval for minor modifications. This includes activities that are generally of a non-permanent nature, including but not limited to adding signage, mowing grass, painting fields, maintaining goals, adding portable bleachers, and generally those modifications that are not intended to remain in place longer than one year or that do not fundamentally change the use of the subject premises.

5) Insurance.

   a) LUFC understands that its personal property is not insured by the City for damage or loss and that the City does not assume any liability for such damage or loss. LUFC agrees to furnish and maintain liability insurance of at least $1,000,000 per occurrence and $3,000,000 in the aggregate. Such insurance shall designate the City of Sheboygan as an additional insured. The policy shall further provide that it may not be cancelled except upon thirty (30) days written notice served upon the City. Failure to provide such insurance shall terminate the Lease. LUFC further agrees to obtain liability waivers and/or releases from all participants of LUFC-sponsored activities occurring at Butzen.

   b) City agrees to furnish and maintain liability insurance of at least $1,000,000 per occurrence and $3,000,000 in the aggregate. Such insurance shall designate LUFC as an additional insured. City further agrees to obtain liability waivers and/or releases from all participants of City-sponsored activities occurring at Butzen.

6) Indemnification. LUFC agrees to indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature in any manner directly caused, contributed to in whole or in part, by reason of but only to the extent attributable to any negligent act, or omission, or fault, of LUFC or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives, and volunteers, and each of them, shall be applicable to the extent liability is apportioned to LUFC, its appointed officials, officers, employees, agents, representatives, and volunteers by a court of competent jurisdiction. The parties shall be responsible for their own defense. In the event that LUFC employs other persons, firms, corporations, or entities (collectively Subcontractor), it shall be LUFC's responsibility to require and confirm that each Subcontractor enters into an Indemnity Agreement in favor of the City, its elected and appointed officials, officers, employees, agents, representatives, and volunteers, which is identical to this Indemnity Agreement.

7) Rent and Consideration. LUFC agrees to pay one dollar ($1.00) rent per year, to be paid by January 31st of each year. In consideration for allowing LUFC the use of Butzen, LUFC agrees to continue its operations for the duration of this Agreement. If at any time LUFC ceases operation for a period of six months or greater, this Agreement shall terminate.

8) Rules and Regulations. LUFC shall abide by and operate in accordance with all applicable laws, rules, and regulations, including any and all federal and state rules, regulations, and requirements. The parties agree that the following park rules shall apply to Butzen:

a) SMC § 74-43: Speed limit for vehicles.
b) SMC § 74-44: Operation of vehicles.
c) SMC § 74-46: Protection of wildlife.
d) SMC § 74-47 Trespass, injury by animals.
e) SMC § 74-48: Malicious mischief.
f) SMC § 74-52. Disorderly conduct.
g) SMC § 74-57. Glass beverage containers.
h) SMC § 74-58. Archery prohibited.
i) SMC § 74-59. Golf prohibited.
j) SMC § 74-63. Fire control.
k) SMC § 74-64. Camping prohibited.
l) SMC § 74-66. Trespass.

9) Term and Termination. The initial term of this Agreement shall commence on the date of final execution and shall expire at midnight December 31, 2028. This Agreement shall automatically renew for ten (10) additional one-year terms; the final term ending at midnight on December 31, 2038. LUFC may terminate the automatic renewal of the Agreement by providing written notice to City no later than July 1 of the year in which the renewed term begins. The parties may, at any time prior to the end of the final term, agree to a new Agreement to replace this Agreement, or may agree to extend this Agreement beyond 2038.

   City may terminate this Agreement at any time LUFC commits a material breach, which includes but is not limited to, failure to procure necessary insurance, making modifications without City's prior approval, failing to maintain and care for the property and related infrastructure and everything within. Upon notification of a material breach, LUFC shall be provided with a written Notice of Right to Cure Default and may cure the breach to the reasonable satisfaction of City within thirty (30) days of written notice from City. If LUFC fails to cure a material breach within such time period, City has the right to immediately terminate this Agreement. If City proceeds with termination based upon a failure to cure a breach, LUFC may appeal that termination to the City of Sheboygan Common Council within fifteen (15) days of being notified. In the event LUFC becomes insolvent, or becomes the subject of a voluntary/involuntary bankruptcy, this Agreement shall terminate immediately.

10) Exclusivity. For the duration of this Agreement, City agrees to seek prior approval from LUFC before allowing any other entity to make use of Butzen. City events and/or City sponsored events shall not take precedence or priority over LUFC events, operations, and programming.

11) No Partnership. The relationship of the parties is as Landlord (City) and Tenant (LUFC) and is not intended to be, nor is a partnership or joint venture. Neither party is liable to any third party for the acts or omissions of the other party.

12) Notices. All notices and requests in connection with this Agreement shall be deemed deliberate or given as of the date they are sent and may be addressed as the parties designate. Notice to be provided to the following:

LANDLORD	**TENANT**
City of Sheboygan c/o City Clerk 828 Center Avenue Sheboygan, WI 53081 (920) 459-3917 meredith.debruin@sheboygan.wi.gov	Olsen, Kloet, Gunderson & Conway c/o Attorney Joseph Voelkner 602 North 6th Street Sheboygan, WI 53081 (920) 458-3701 josephvoelkner@olsenkloetlaw.com

13) Authority. LUFC affirms that members of its Board of Directors have the authority to sign documents on LUFC's behalf pursuant to this Agreement. No major modification or sublease shall be deemed approved until signed by both parties.

14) Further Assurance. The parties hereto, from time to time after execution of this Agreement and without further consideration, shall execute and deliver as appropriate such documents and take such further actions as may be reasonable and necessary to carry out and consummate their transactions contemplated by this Agreement.

15) Entire Agreement. This Agreement constitutes the agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes and terminates all other prior commitments, arrangements, or understandings, both oral and written, with respect to the subject matter hereof.

16) Modification. This Agreement may not be modified or amended except by instrument in writing executed by all parties hereto.

17) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

18) Severability. The provisions of this Agreement are severable and the invalidity of any provision shall not be deemed to limit or otherwise affect the construction of any provision hereof.

19) Headings. The descriptive headings of this Agreement have been inserted for convenience and shall not be deemed to limit or otherwise affect the interpretation of any provision hereof.

20) Waiver. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of any party or other agents or employees, and may be waived only by an instrument in writing and signed by an authorized officer of the waiving

party. No waiver of any provision of this Agreement shall constitute a waiver of any other provisions or of the same provision on any other occasion.

21) Assignment. No party may assign this Agreement without prior written consent of the other party.

22) Dispute Resolution. The parties agree to non-binding mediation, costs of which shall be split equally between the parties. Should a dispute not resolve after mediation, the parties agree that the Sheboygan County Circuit Court shall have jurisdiction.

23) Force Majeure. Neither party shall be liable for any failure to perform any obligation under this Agreement because of acts of God, nature, or a federal, state, or local government agency, war, civil disturbance, labor dispute, or shortage, electrical or mechanical breakdown, pandemic, or any other cause beyond the control of that party, including the issuance of an injunction by either a state or federal court prohibiting the party from carrying on its day-to-day operations as contemplated under the terms of this Agreement, provided, it takes all steps reasonably practical and necessary to affect prompt resumption of its responsibility set forth hereunder.

IN WITNESS WHEREOF, the parties have entered into this Land Lease Agreement as of the date first set forth above.

CITY OF SHEBOYGAN

By: _____
Ryan Sorenson, Mayor

Attest: _____
Meredith DeBruin, Clerk

LAKESHORE UNITED FC

By: _____
Christopher Lacey, President

DOCUMENT DRAFTED BY:
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