REQUEST FOR PROPOSAL For Oneida Community Trails- Silver Creek

Project Number: 18-003

March 8, 2018



See paragraph 4.4 for required submittal quantities and deadline.

ONEIDA NATION
Engineering Department
P.O. Box 365
Oneida, Wisconsin 54155

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1. INTRODUCTION

- 1.1. The ONEIDA NATION, Architect Selection Committee hereby requests proposals from qualified firms to provide civil engineering services for the proposed *Oneida Community Trails Silver Creek*. Upon receipt of proposals the Selection Committee will review proposals and select a firm based upon the selection procedure identified in section five of this RFP.
- 1.2. The Selection Committee consists of the following individuals: Senior Architect, the project manager, the project planner, and representatives of the departments responsible for operation and maintenance of the completed project.
- 1.3. Questions regarding this RFP should be directed to the appropriate individual listed below, prior to the submittal date.
 - 1.3.1. Questions related to Section 2 Background Information and Section 3 Description of Project should be directed to: Sam VanDen Heuvel (Construction Manager) at 920-869-4585, svandenh@oneidanation.org.
 - 1.3.2. Questions related to any other section shall be directed to: <u>Paul J. Witek</u>, AIA Senior Architect at 920-869-4543, pwitek@oneidanation.org.

2. BACKGROUND INFORMATION

- 2.1. PROJECT HISTORY: Oneida has been working to connect communities and provide safe and healthy ways for people to circulate by bike and walking. This trail is an extension of previous trail work in the Central Oneida area to develop paths to facilitate safe walking and biking. The "Safe Routes to School" trail was implemented in coordination with Wis-DOT in 2015 and links Oneida Nation Housing in Green Valley subdivision, through the Site I (Talukowane) neighborhood area, to the Oneida Nation Elementary school and Oneida Nation High School. Past trail development activities have aligned with the principals of the Oneida Nation School District wellness policy and overall Oneida Wellness Council goals by providing a safe pathway for pedestrians and bike transportation within the Oneida community. The paths have provided new exercise opportunities for youth as well as adults and also the elderly living in the Anna John Nursing Care facility and the Oneida Elderly Apartments. Other partners in Central Oneida for trails have been Oneida Library, Civic Center, Housing, Environmental, Health ,Safety and Land Division, Conservation and the Environmental Resource Board.
- 2.2. PROBLEM STATEMENT: The existing trails in this area do not provide access to the proposed natural areas to the south. Without the trails the natural areas will not be able to be enjoyed by the community and would limit educational opportunities of the restored stream.

- 2.3. SITE LOCATION: Trail will start near the intersection of Florist Drive and Valley Road; continues South along Silver Creek and ends approximately 1,826 feet North of West Adam Drive on County Road U.
- 2.4. SITE DESIGN REQUIREMENTS: The design and construction of the project shall conform, or exceed, all codes and restrictions specified by the Oneida Building Code, Oneida Zoning Ordinance and other codes pertinent to the site.
 - 2.4.1. Coordinate path layout with Silver Creek Restoration Plan Set. Set is included in appendix.
 - 2.4.2. The area in which the trail will encounter has a mixture of agricultural fields, hardwood forest, wetlands, grasslands and Silver Creek.

2.5. PROJECT DESCRIPTION:

- 2.5.1. The proposed project is to provide a new pathway beside Silver Creek. The new path will connect to a larger network of paths currently being utilized within the community.
- 2.5.2. The Silver Creek trail will feature gentle curves, slopes, a mix of hard surface and gravel type paving, and likely a pedestrian bridge stream crossing over Silver Creek (historically known as Bread Creek). This trail will promote walking and bicycling recreational activities in a new riparian corridor highlighted by newly implemented tree plantings and environmental restoration projects. It will be an appealing transportation alternative that supports a healthy and active lifestyle with future aims to connect to other Oneida Natural Areas and the Oneida Lake. Enhancing recreational opportunities is a proven way to reduce chronic diseases and increase community development and quality of life. The Silver Creek trail will be a positive addition to Oneida as a whole and especially to the local Oneida neighborhoods built on the premise that each neighborhood has a unique design with access to nature, connected to the community, and built to enhance the quality of life of residents who live there.

3. SCOPE OF SERVICES

- 3.1. Review of Owner's Design Documents; Silver Creek Restoration by Ayres Associates 2015.
- 3.2. Basic Engineering services (per Exhibit A; EJCDC E-520):
 - 3.2.1. Preliminary Design Phase
 - 3.2.2. Final Design Phase
 - 3.2.2.1. Construction Administration for both the Silver Creek Restoration work and Pedestrian Pathway.

- 3.2.3. Bidding or Negotiating Phase
- 3.2.4. Construction Phase
- 3.2.5. Post-Construction Phase
- 3.3. Include as Denoted in EJCDC E-520 Services language (Services included in Appendix).

4. SUBMITTAL REQUIREMENTS

- 4.1. Complete the Proposal Form included in the Appendix.
- 4.2. Your electronic submittal (PDF format) shall be e-mailed no later than (2:30 pm, CDT) on March 22, 2018. Submittals shall be e-mailed to:

Fawn Cottrell, Contract Processor

FCOTTREL@oneidanation.org

And

SVANDENH@oneidanation.org

5. SELECTION PROCEDURE

- 5.1. The completed Proposal Form will be reviewed for completeness to determine if all submission requirements were met. Failure to submit complete documents may result in the Proposal being rejected. In the event that all Proposals are judged incomplete, the ONEIDA NATION reserves the right to select the Proposal(s) which in its opinion most nearly meets all the requirements of this Request for Proposals.
- 5.2. The completed Proposal Forms will be reviewed and scored by each Selection Committee member. The criteria for scoring are based upon the Proposal requirements identified in paragraph 5.3. The highest scoring firm will be invited to begin the contract award process.
 - 5.2.1. In the event the Selection Committee does not have consensus that the high scoring firm is the appropriate choice, then the Oneida Nation reserves the right to invite the two or three highest scoring firms to be interviewed by the Selection Committee.

5.3. The criteria for scoring are based upon the submittal requirements identified on the Proposal Form with the following relative importance of the criteria:

Criteria	Weighted Score
Proposal Form properly completed	10
Project Team	20
Related experience of firm (Civil)	25
Related experience of Personnel (Civil)	25
Experience with Oneida Nation	20
Indian Preference - Percentage of employees who are enrolled members - Percentage of work by certified Indian-Owned companies Lead Firm certified Indian-Owned	22
Proposed Fee	25
Total Possible Score:	147

5.4. All firms submitting proposals will receive a summary of the scoring results.

6. CONTRACT REQUIREMENTS

- 6.1. The selected firm will execute a modified EJCDC E-520 SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES (2002 Edition) with the compensation being Lump Sum. Any concerns with the modifications shall be identified in the proposal, if not identified in the proposal modifications become non-negotiable. The modifications to the standard document are included in the Appendix.
- 6.2. The firm selected for this contract will be required to obtain an Oneida Vendor's License, prior to being given notice to proceed with the work. The annual fee for the license is due upon application, contact the Oneida Licensing Department at 920-496-5311.
 - 6.2.1. An Oneida Vendor's License is not required for submission.
- 6.3. Oneida Indian Preference Law; basically this law requires contracts entered into by the Oneida Nation must apply Indian Preference for goods and services. Preference is intended to give an advantage to Indian-owned companies and Native American employees in contracting. It is our practice to include Indian Preference as one of the scored selection criteria. Firms utilizing Indian-owned consultants, employing tribal members, and/or Indian-owned firms will receive scores in the Indian Preference category.

7. SCHEDULE

7.1. The following schedule shall be used for this solicitation (subject to change due to required approvals):

March 8, 2018	Request for Proposals (RFP) issued.
March 22, 2018	Proposals due at Oneida Engineering Department.
March 29, 2018	Notification to firms of selection.
April 18, 2018	Selected firm to receive signed contract and can begin work.

8. APPENDIX

The Engineer shall provide Services as set forth below.

I. PRELIMINARY DESIGN PHASE

A. Engineer shall:

- 1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 - a. The design and construction of the project shall conform, or exceed, all codes and restrictions specified by the Oneida Building Code, Oneida Zoning Ordinance and other codes pertinent to the site.
 - b. The Engineer and Engineer's consultants will comply with the requirements of Design Standards & Criteria for Sovereign Oneida Nation of Wisconsin, Engineering Department as supplied by the Oneida Nation.
- 2. Identify and evaluate alternative design layouts available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for the Project.
- 3. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
- 4. Prepare a site topography plan for an area defined as 50' from centerline of stream on each side. Information to be included on the topo plan is denoted in the Boundary and Topographical Survey Requirements included in the Appendix.
- 5. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.
- 6. Perform or provide the following additional Preliminary Design Phase tasks or deliverables:
 - a. Pedestrian pathways
 - b. Stream Crossing (if applicable)
 - c. Storm water management features
- 7. Furnish 2 review copies of the Preliminary Design Phase documents and any other deliverables to Owner within a mutually agreed time frame of authorization to proceed with this phase, and review them with Owner. Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables within a mutually agreed time frame. In addition, send above items to Owner in electronic format.
- 8. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner 2 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Costs, and any other deliverables within a mutually agreed time frame after receipt of Owner's comments. In addition, send above items to Owner in electronic format.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

II. FINAL DESIGN PHASE

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
 - 1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications shall conform to the 2014 division format of the Construction Specifications Institute.
 - a. The design and construction of the project shall conform, or exceed, all codes and restrictions specified by the Oneida Building Code, Oneida Zoning Ordinance and other codes pertinent to the site.
 - b. The Engineer and Engineer's consultants will comply with the requirements of Design Standards & Criteria for Sovereign Oneida Nation of Wisconsin, Engineering Department as supplied by the Oneida Nation.
 - Provide technical criteria, written descriptions, and design data for Owner's use in filing
 applications for permits from or approvals of governmental authorities having jurisdiction to
 review or approve the final design of the Project; assist Owner in consultations with such
 authorities; and revise the Drawings and Specifications in response to directives from such
 authorities.
 - 3. a. Engineer shall schedule, complete applications for Owner's signature, and submit required documents to authorities having jurisdiction for review and approval. Cost of review fees shall be a Reimbursable Expense to the Engineer. Include an Allowance of \$3,000.00 for this expense.
 - 4. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.
 - 5. Perform or provide the following additional Final Design Phase tasks or deliverables:
 - a. Traffic control signs
 - b. Pedestrian pathways
 - c. Stream Crossing (if applicable)
 - d. Storm water management features
 - e. Erosion control measures
 - f. Legal Description of pathway Right-of-Way
 - g. Provide BIA required ROW descriptions for roadway and other BIA eligible related items
 - h. Submit NOI to EPA
 - 6. Prepare and furnish Bidding Documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within a mutually agreed time frame of receipt, Owner shall submit to Engineer any comments. In addition, send above items to Owner in electronic format.

- 7. Revise the Bidding Documents in accordance with comments and instructions from the Owner, as appropriate, and submit <u>2</u> final copies of the Bidding Documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within a mutually agreed time frame of receipt of Owner's comments and instructions. In addition, send above items to Owner in electronic format.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph II.A.6 have been accepted by Owner.
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement up to <u>2</u>. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

III. BIDDING OR NEGOTIATING PHASE

- A. After acceptance by Owner of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 - Assist Owner in advertising for and obtaining bids or proposals for the Work and, where
 applicable, maintain a record of prospective bidders to whom Bidding Documents have been
 issued, attend pre-Bid conferences, if any, and received and process contractor deposits or charges
 for the Bidding Documents.
 - 2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
 - 3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
 - 4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is require by the Bidding Documents.
 - 5. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors

IV. CONSTRUCTION PHASE

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
 - General Administration of Construction Contract. Consult with Owner and act as Owner's
 representative as provided in the General Conditions. The extent and limitations of the duties,
 responsibilities, and authority of Engineer as assigned in the General Conditions shall not be
 modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to
 Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in
 dealings with Contractor to the extent provided in this Agreement and the General Conditions
 except as otherwise provided in writing.
 - 2. *Pre-Construction Conference*. Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
 - 3. *Schedules*. Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
 - 4. Baselines and Benchmarks. As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
 - 5. *Visits to Site and Observation of Construction*. In connection with observations of Contractor's Work while it is in progress.
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determined in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, not shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by

Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

- 6. Defective Work. Recommend to Owner that Contractor's Work be rejected while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- 7. Clarifications and Interpretations; Field Orders. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.
- 8. Change Orders and Work Change Directives. Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
- 9. Shop Drawings and Samples. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
- 10. Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the following provision:
 - a. Services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
- 11. Inspections and Tests. Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
- 12. *Disagreements between Owner and Contractor*. Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or interpretation of the

requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

- 13. Applications for Payment. Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such 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, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and 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 Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, Engineer shall not thereby by deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. 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 on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with the Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
- 14. Contractor's Completion Documents. Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph I.V.9, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will limited as provided in paragraph I.V.9.

- 15. Substantial Completion. Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, conduct an inspection to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
- B. Duration of Construction Phase. The Construction Phase will commence with the execution of the first construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in paragraph II.C, Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 2, Engineer shall be entitled to an equitable increase in compensation if Construction-Phase services are required after the original date for final completion of the Work as set forth in the construction Contract.
- C. Limitation of Responsibilities. Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in Accordance with the Contract Documents.

V. POST-CONSTRUCTION PHASE

- A. Upon written authorization from Owner, Engineer, during the Post-Construction Phase, shall:
 - 1. Provide assistance in connection with the adjusting of Project equipment and systems.
 - 2. Assist Owner in training Owner's staff to operate and maintain Project equipment and systems.
 - 3. Assist Owner in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment systems.
 - 4. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
 - 5. In company with Owner or Owner's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit, will terminate at the end of the Construction Contract's correction period.

Boundary and Topographical Survey Requirements

Rev.: Oct. 21, 2009

A. Distribution and Use of Documents

1. The final survey shall bear the seal of the licensed or registered land survey responsible for the document. Provide a certification of closure. An electronic copy (in AutoCAD 2008 compatible format) shall be furnished to the Owner. The Owner may reproduce the drawings and distribute the prints in connection with the use of or disposition of the property without incurring obligation or further payment.

B. Drawing Requirements

- 1. Drawing size shall be 24" x 36" or 30" x 42".
- 2. Show North Arrow (True North) and locate North at the top of the drawing if possible.
- 3. Include legend of symbols and abbreviations used on the drawings.
- 4. Spot elevations on paving or other hard surfaces shall be the nearest one-hundredth of one foot (.01').
- 5. Both boundary and topographic information shall be on the same drawing.
- 6. State elevation datum on each drawing. Use U.S.C.G. or G.S. if available. Otherwise, give location of bench mark used, use official town datum, or use assumed elevation. Always provide a benchmark(s) for contractor to use.

C. Boundary Survey Requirements

- Boundary lines, giving length and bearing (including reference basis) on each straight line; interior angles; radius, point of tangency and length of curved lines. Set iron pint (monument) at property corners and points of curves and angles in boundary lines where none exists; drive pin 24# into ground, mark with wood stake; state on drawing whether corners were found or set and describe each.
- 2. Plot location of existing structures paving on the property utility structures, and structures on contiguous property within 100 feet. Dimension perimeters to nearest inch. Indicate type of building, including number of stories. Dimension structures to the nearest property line and other buildings. Indicate encroachment to include cornices, belt courses or projections.
- 3. Identify, describe and locate fences, walls and party walls.

- 4. Identify and locate adjoining streets and highways. Indicate width, paving material, recorded easements rights-of-way, jurisdictional ownership and any anticipated widening or vacation of each.
- 5. Confirm or furnish a legal description which conforms to the Record Title Boundaries. Prior to making this survey, the Surveyor shall, insofar as possible, acquire data including, but not limited to, deeds, maps, certifications, or abstracts of title, section line and other boundary line locations in the vicinity.
- 6. Give area of property in both square feet and acre size.
- 7. Show recorded or otherwise known easements and rights-of-way; state the Owner of right of each.
- 8. Show individuals lot lines and lot block numbers; show street numbers of buildings, if available.
- 9. Show zoning of property; if more then one zone, show the extent of each.
- 10. Show building line and setback requirements, if any.
- 11. Give names of owners of adjacent properties.
- 12. Reconcile or explain any discrepancies between the survey and the recorded legal description.

D. Topographical Survey Requirements

- 1. All lines of levels shall be checked by separate check level lines or on previous turning points or benchmarks.
- 2. Establish a minimum of one permanent benchmark on site for each ten acres and provide description. State elevation to nearest one-hundredth of one foot (.01').
- 3. Provide contours at one foot intervals covering the property. Use grid patterns of spot elevations when the distance between contours exceeds 50 feet.
- 4. Indicate spot elevations of street intersection and at 25' centers on curbs, gutters, and edge of paving, including far side of paving.
- 5. Plot location of structures above and below ground, monuments and natural features. Provide all floor elevations and elevations of entrance to buildings on property.
- 6. Provide location of power, lighting, and communications systems above and below grade. Locate and identify routings, poles, and lighting guy wires.
- 7. Indicate location, size, depth, and direction of flow of sanitary sewers, combination sewers, storm drains, and culverts serving, or on the property; location of catch basins and manholes including rim elevations, inverts, and size

- of pipe at each.
- 8. Identify and locate all utilities on the property and adjacent to the property. Indicate size of service, meter location and depth (or height). Show all transformers, vaults, and meters of utilities serving the property.
- 9. Determine mean elevation of water in any excavation, well, or nearby body of water.
- 10. Indicate flood plain, flood level of streams or adjacent bodies of water, and analysis of site for potential flooding.
- 11. Plot extent of watershed or wetlands onto the property.
- 12. Locate trees within 1' tolerance of 3" and greater caliper (measured 3' above ground) and give species in English terms. Also locate any trees as part of the building landscaping (i.e. row of trees along drive).
- 13. Plot perimeter outline of thickly wooded areas, unless otherwise directed.
- 14. Locate any highway ditches; provide invert elevations at 50' on center.

SILVER CREEK RESTORATION ONEIDA TRIBE OF INDIANS OF WISCONSIN BROWN COUNTY, WISCONSIN JULY 2015

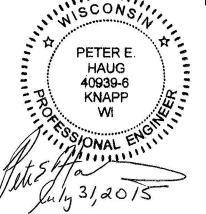




BROWN COUNTY



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DIGGERS HOTLINE
1-800-242-8511 OR 811

DIGGERS HOTLINE
DIal ST or (800)242-8511

eida S	DES BY	P. HAUG	BOOK NO	-						
	_	. SHAMBEAU	PROJ NO	26-0840.00						
V:\WR	CHK BY	D. MERREL	DATE	JULY 2015	NO	DATE	REVISION	NO	DATE	REVISION

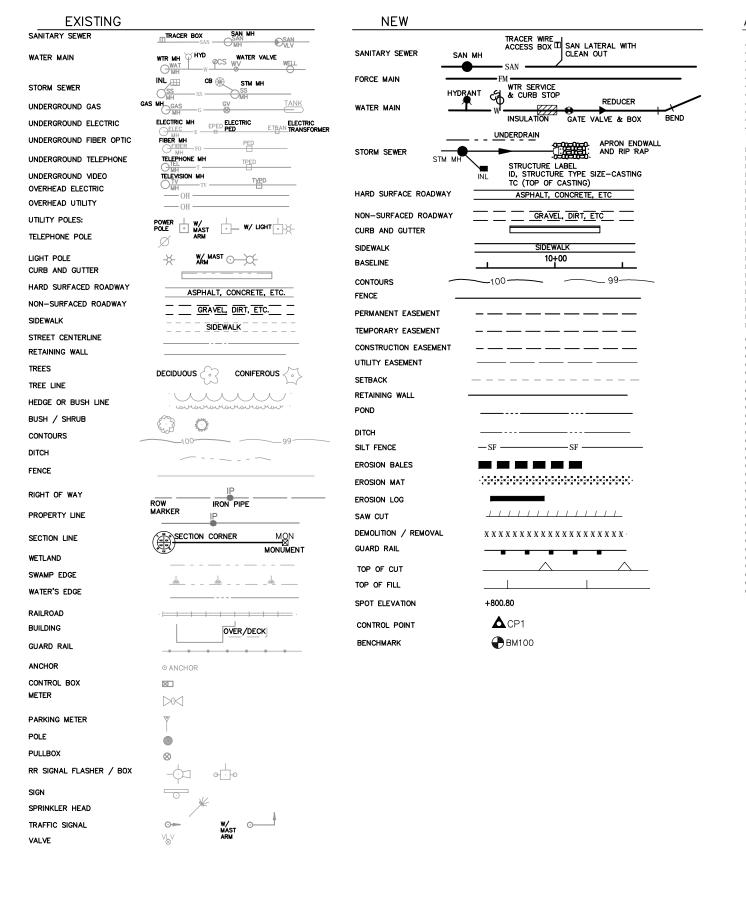
SILVER CREEK RESTORATION ONEIDA TRIBE OF INDIANS OF WISCONSIN BROWN COUNTY, WISCONSIN



TITLE SHEET

01

wisdot-gshade.stb 7/31/2015



ABBREVIATIONS:

COLD WATER

SILVER CREEK RESTORATION

BROWN COUNTY, WISCONSIN

ADDKE	IVIATIONS.						
	ANOUGR ROLT	DEE:	DESI FOTION				
AB	ANCHOR BOLT	DEFL	DEFLECTION	ID	INSIDE DIAMETER	PC	POINT OF CURVE
ABV	ABOVE		DEGREE	IF	INSIDE FACE	PE	PRIVATE ENTRANCE
NDJ	ADJUST	DF	DRINKING FOUNTAIN	IN (")	INCHES	PED	PEDESTAL
\FF	ABOVE FINISHED FLOOR	DI	DUCTILE IRON	INCL	INCLUDE	PERF	PERFORATE
AL.	ALUMINUM	DIA	DIAMETER	INF	INFLUENT	PI	POINT OF INTERSECTION
ALT	ALTERNATE WITH	DIM	DIMENSION	INL	INLET	PKG	PARKING
ALT/	ALTERNATE	DISCH	DISCHARGE	INSUL	INSULATION	P	PLATE
APPROX	APPROXIMATE	DN	DOWN	INT	INTERIOR	PL	PLACE
ASPH	ASPHALT	DP	DEPTH	INV	INVERT	PL P	PROPERTY LINE
AUTO	AUTOMATIC	DR	DOOR	IP	IRON PIPE	PP	POWER POLE
AVE	AVENUE	DTL	DETAIL	IPS	IRON PIPE SIZE	PSF	POUNDS PER SQUARE FOOT
<u>a</u>	AT	DW	DRIVEWAY	0	INOIN FIFE SIZE	PSI	POUNDS PER SQUARE INCH
_		DWG	DRAWING	JT	JOINT	PT	
3 CRS	BASE COURSE		Brattine .			PV	POINT OF TANGENCY
3C	BACK OF CURB	E	EAST	KGV	KNIFE GATE VALVE	PVC	PLUG VALVE
3D	BOARD	EA	EACH	1.40	LABORATORY		POLYVINYL CHLORIDE
BEL	BELOW	EF	EACH FACE	LAB LAV	LABORATORY LAVATORY	PVMT	PAVEMENT
BETWN	BETWEEN	EFF	EFFLUENT			PW	POTABLE WATER
3F	BACK FACE	EJ	EXPANSION JOINT	LC	LENGTH OF CURVE	%	PERCENT
BFV	BUTTERFLY VALVE	EL	ELEVATION	LF	LINEAL FEET	QTY	OLIANITITY
BIT	BITUMINOUS	ELB	ELBOW	LG	LENGTH	QII	QUANTITY
BLD	BLIND	ELEC	ELECTRICAL	LOC	LOCATION	RAD	RADIUS
BLDG	BUILDING	EQ	EQUAL	LP	LIGHT POLE	RCP	REINFORCED CONCRETE PIPE
BLK	BLOCK	EQUIP	EQUIPMENT	LR	LONG RADIUS	RD	ROAD
BLKG	BLOCKING	ER		LS	LUMP SUM	RD	ROOF DRAIN
			END OF RADIUS	LT	LEFT	RDWY	ROADWAY
BLVD	BOULEVARD	EST	ESTIMATE				
3M	BENCHMARK	EW	EACH WAY	MAS	MASONRY	RED	REDUCER
30	BREAKOFF	EWC	ELECTRIC WATER COOLER	MAX	MAXIMUM	REF	REFERENCE
BRG	BEARING	EX	EXISTING	MECH	MECHANICAL	REINF	REINFORCING
BRK	BRICK	EXH	EXHAUST	MFG	MANUFACTURER	REM	REMOVE
BS .	BACK OF SIDEWALK	EXP	EXPANSION	MH	MANHOLE	REPL	REPLACE
ВТМ	BOTTOM	EXT	EXTERIOR	MIN	MINIMUM	REQD	REQUIRED
3V	BALL VALVE			MISC	MISCELLANEOUS	REV	REVISED
3	BASELINE	FD	FLOOR DRAIN	MJ	MECHANICAL JOINT	RM	ROOM
3/	BOTTOM OF	FDN	FOUNDATION	MP	MID POINT	RR	RAILROAD
		FERT	FERTILIZER	MTL	MATERIAL	RT	RIGHT
C&G	CURB AND GUTTER	F-F	FACE TO FACE			RW	RIGHT OF WAY
CB	CATCH BASIN	FGL	FIBERGLASS	N	NORTH		
CF	CUBIC FOOT	FIN	FINISHED	NF	NEAR FACE	S	SOUTH
CHKD P	CHECKERED PLATE	FL	FLOWLINE	NIC	NOT IN CONTRACT	SAN	SANITARY
CI	CAST IRON	FLG	FLANGED	NO	NUMBER	SAMH	SANITARY MANHOLE
CJ	CONTROL JOINT	FLR	FLOOR	NOM	NOMINAL	SCH	SCHEDULE
CL/Q	CENTERLINE	FM	FORCE MAIN	NPW	NON-POTABLE WATER	SEC	SECTION
CHL	CHLORINE	FN	FENCE	NTS	NOT TO SCALE	SF	SQUARE FOOT
CLG	CEILING	FT (')	FOOT			SHT	SHEET
CLR	CLEAR	FTG	FOOTING	oc	ON CENTER	SIM	SIMILAR
CMP	CORRUGATED METAL PIPE	FUT	FUTURE	OD	OUTSIDE DIAMETER	SL	SLOPE
CMU	CONCRETE MASONRY UNIT			OE	OVERHEAD ELECTRIC	SPA	SPACE
co	CLEANOUT	G	GAS	OF	OUTSIDE FACE	SPEC	SPECIFICATION
CONC	CONCRETE	GA	GAGE	OH	OVERHEAD	SQ	SQUARE
CONN	CONNECTION	GAR	GARAGE	OPG	OPENING	SS	STAINLESS STEEL
CONST	CONSTRUCTION	GEN	GENERAL	OT	OVERHEAD TELEPHONE	SSMH	STORM SEWER MANHOLE
CONST JT	CONSTRUCTION JOINT	GRD	GRADE, GROUND			ST	STREET
CONT	CONTINUOUS	GV	GATE VALVE			STD	STANDARD
CONTR	CONTRACTOR	GRAV	GRAVEL			STH	STATE TRUNK HIGHWAY
CONTR JT	CONTRACTION JOINT	GW	GROUNDWATER			STL	STEEL
COR	CORNER					STM	STORM
DDI.C	CONTROL POINT	HB	HOSE BIB			STP	SEWAGE TREATMENT PLANT
CPLG	COUPLING	HM	HOLLOW METAL			SURF	SURFACE
CRS	COURSE	HORZ	HORIZONTAL			SW	SIDEWALK
CSP		HSE	HOUSE			SWR	SEWER
CTG	CORRUGATED STEEL PIPE CASTING	HT	HEIGHT			SY	SQUARE YARD
CTH		HW	HOT WATER			SYS	SYSTEM
CULV	COUNTY TRUNK HIGHWAY	HWR	HOT WATER RETURN			010	0.0.2.
	CULVERT	HYD	HYDRANT				
CV	CHECK VALVE						

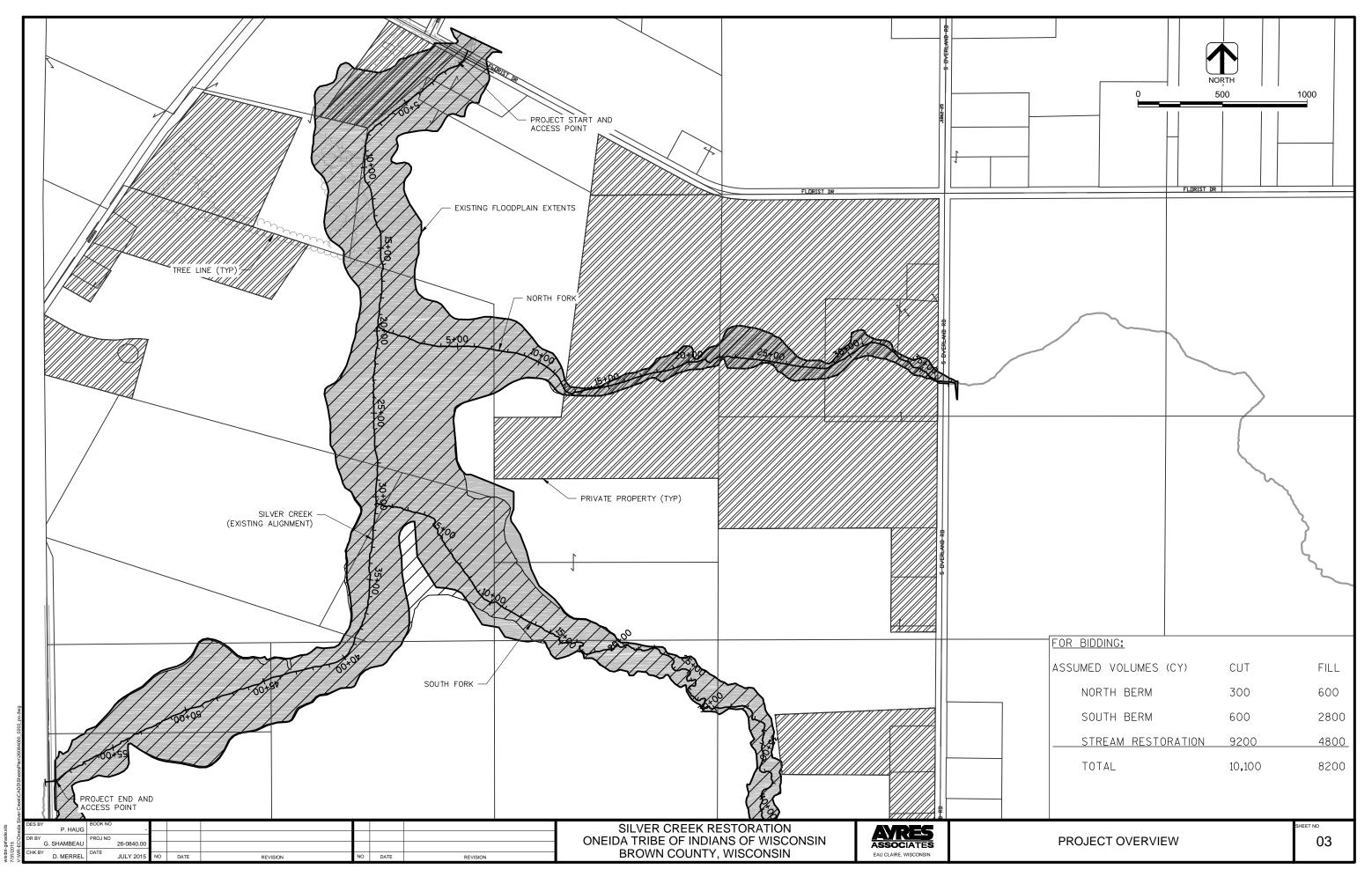
TOP OF CASTING TELEPHONE THICKNESS TELE THK THRU TP TYP THROUGH TELEPHONE POLE TYPICAL TOP OF UNDERGROUND GAS UG UE UNDERGROUND ELECTRICAL
UNEXC UNEXCAVATED UNO USH UT UNLESS NOTED OTHERWISE UNITED STATES HIGHWAY UNDERGROUND TELEPHONE UNDERGROUND VIDEO V&B VAR VER VC VALVE & BOX VARIABLE VERTICAL VERTICAL CURVE WEST WITH WITHOUT W W/ W/ WITH
W/O WITHOUT
WD WIDTH
WM WATER RAIN
WS WATER SURFACE
WTP WATER TREATMENT PLA
WTR WATER
WWF WELDED WIRE FABRIC
WWM WOVEN WIRE MESH
WWTP WASTEWATER TREATMENT

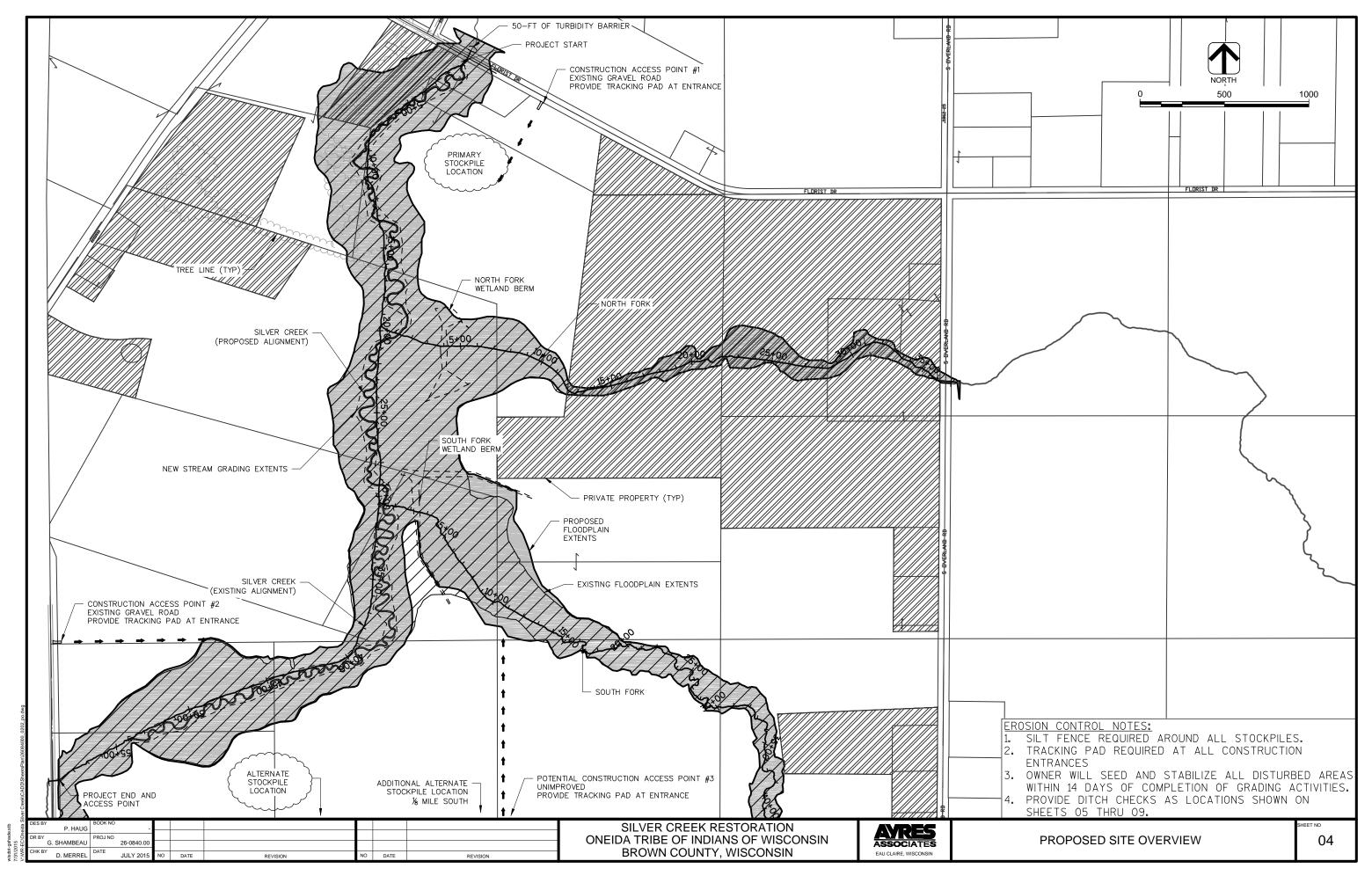
WATER TREATMENT PLANT WATER

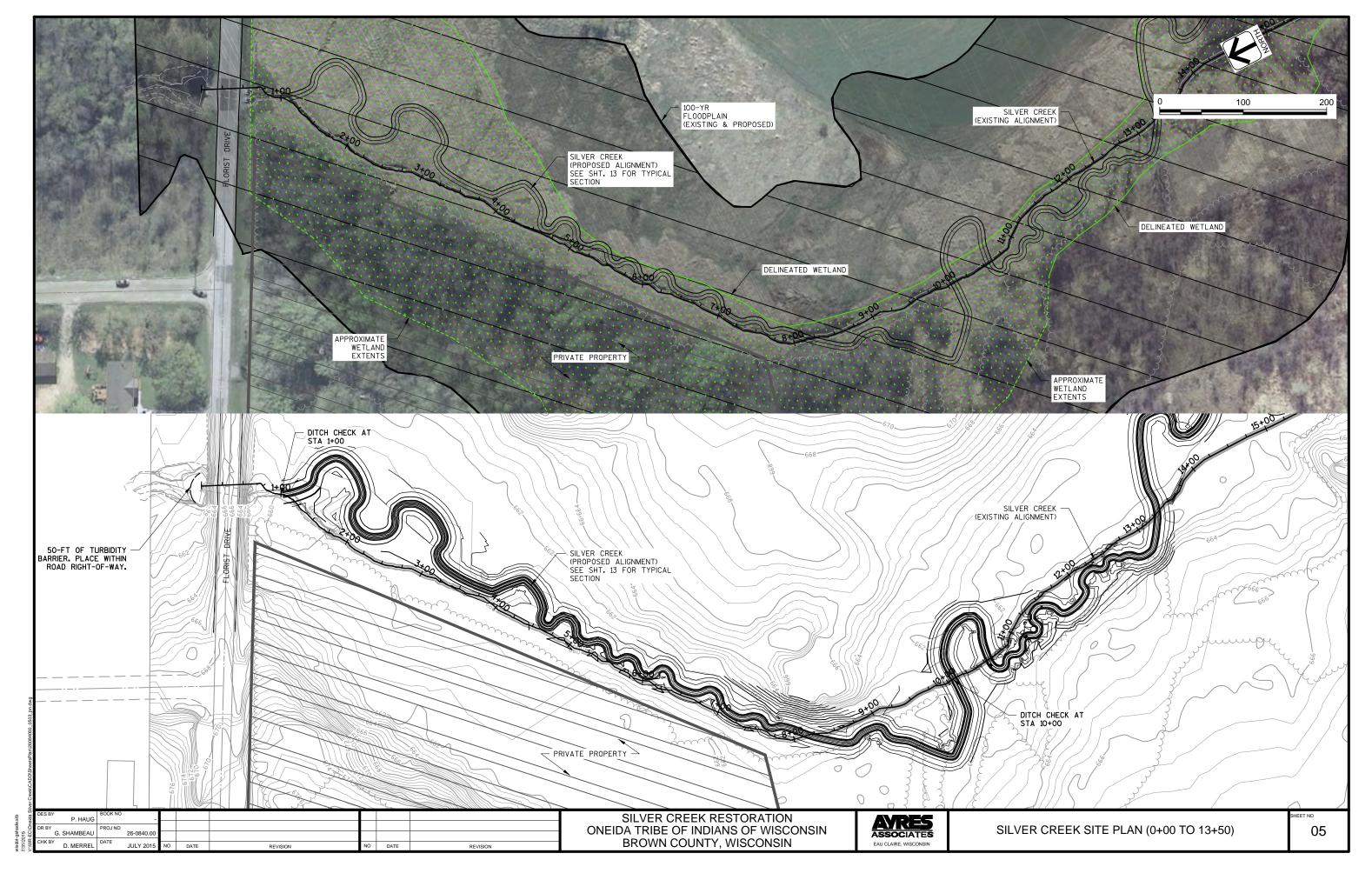
WWTP WASTEWATER TREATMENT PLANT

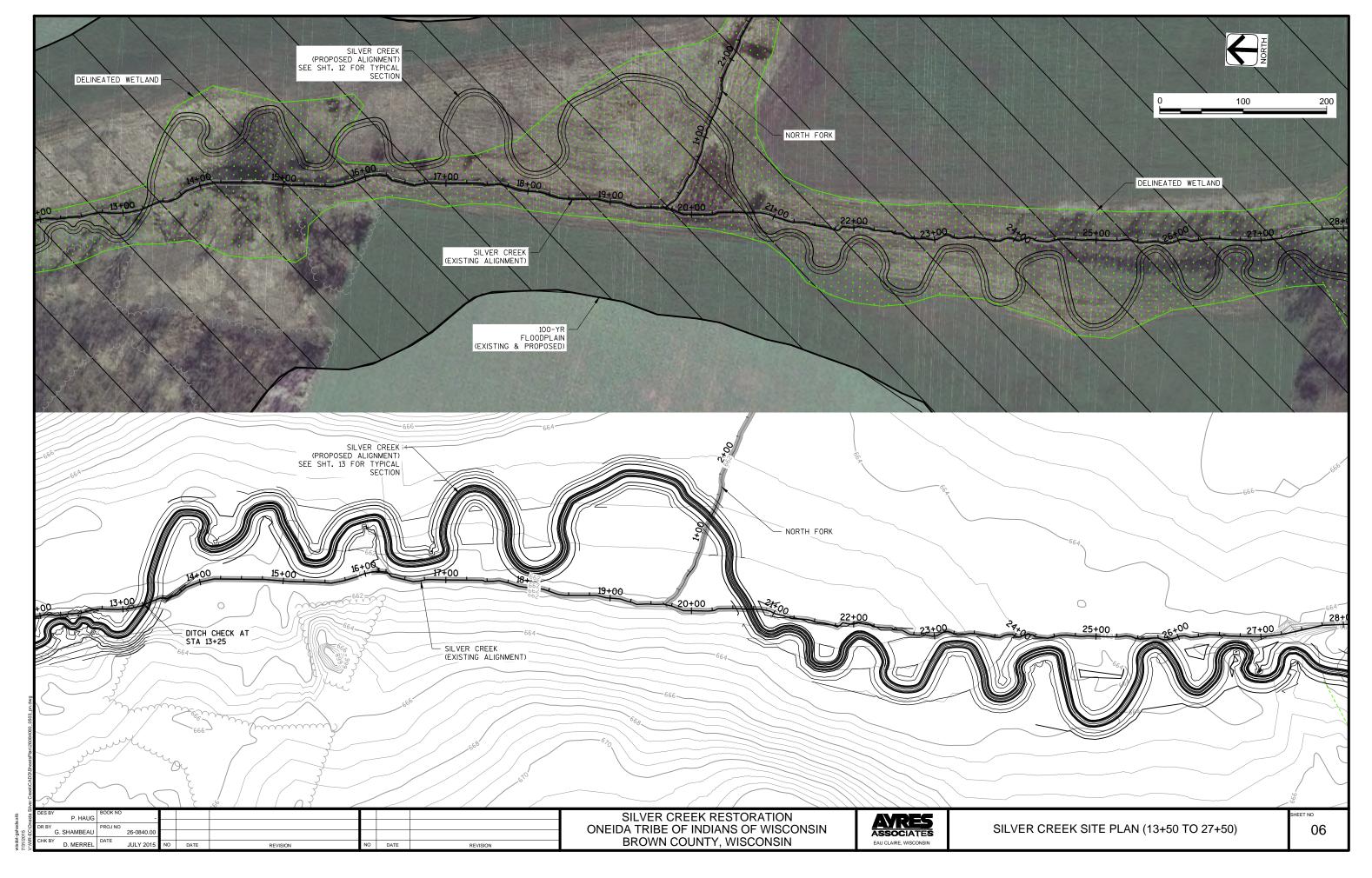


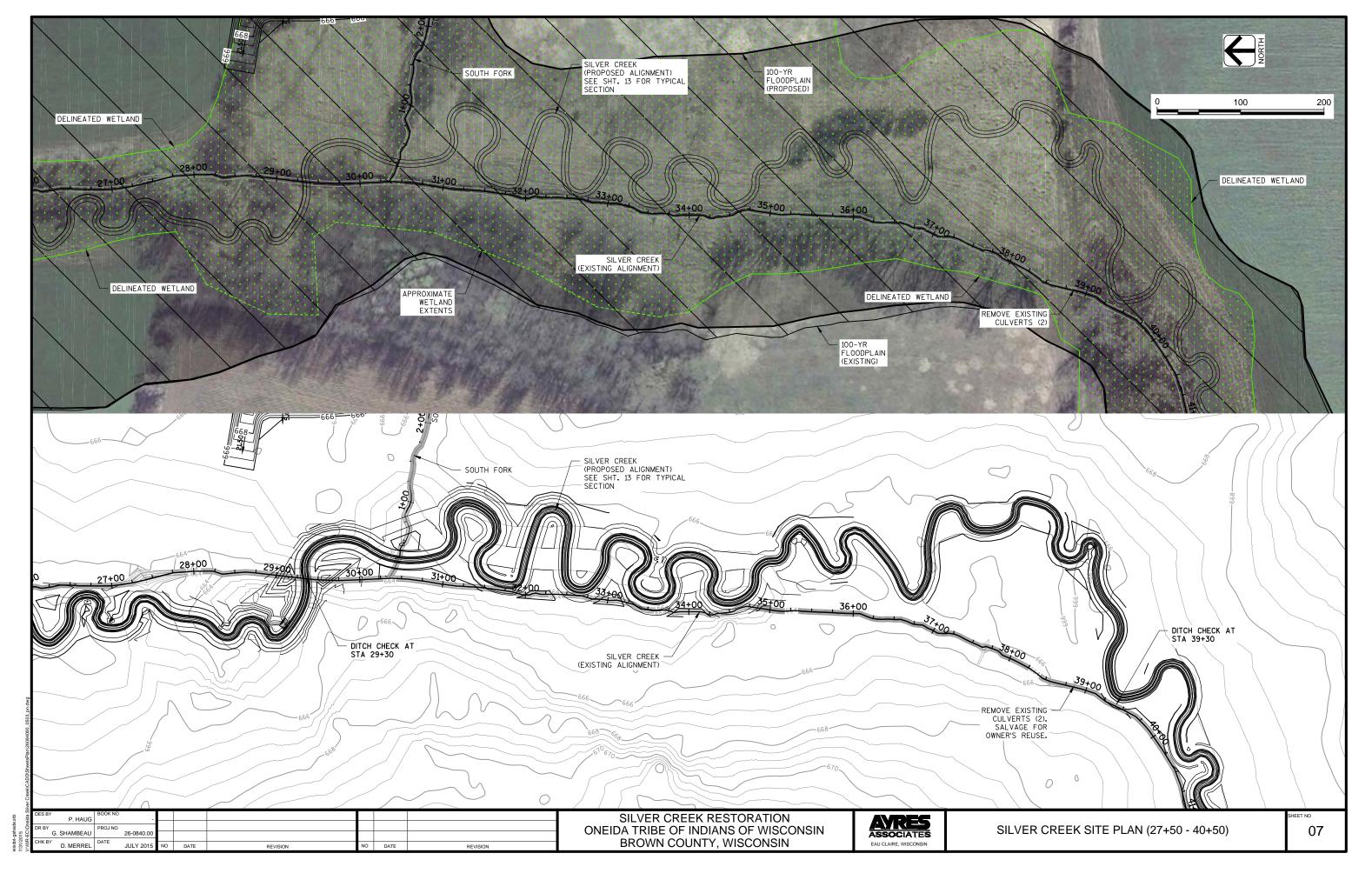


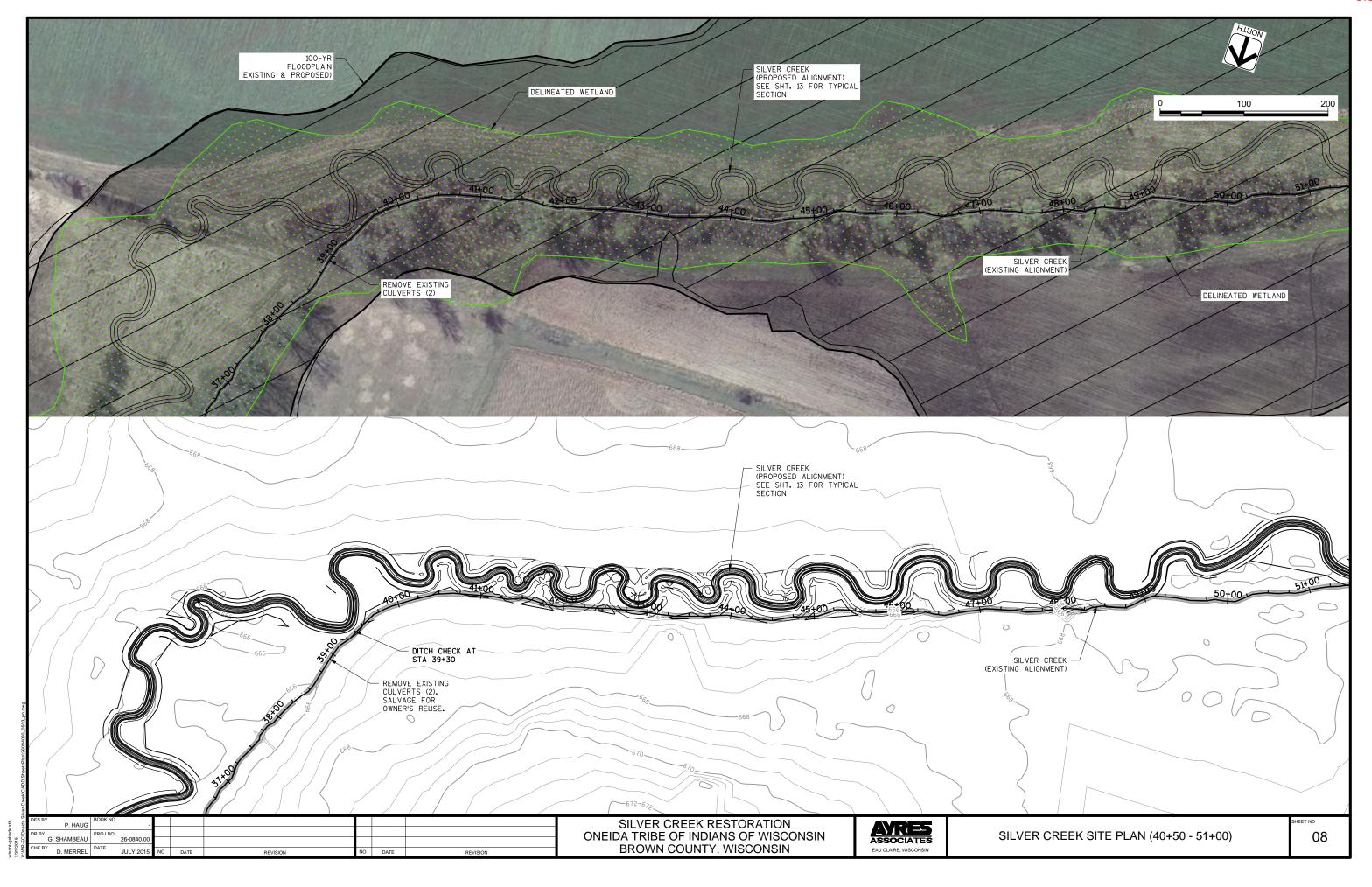


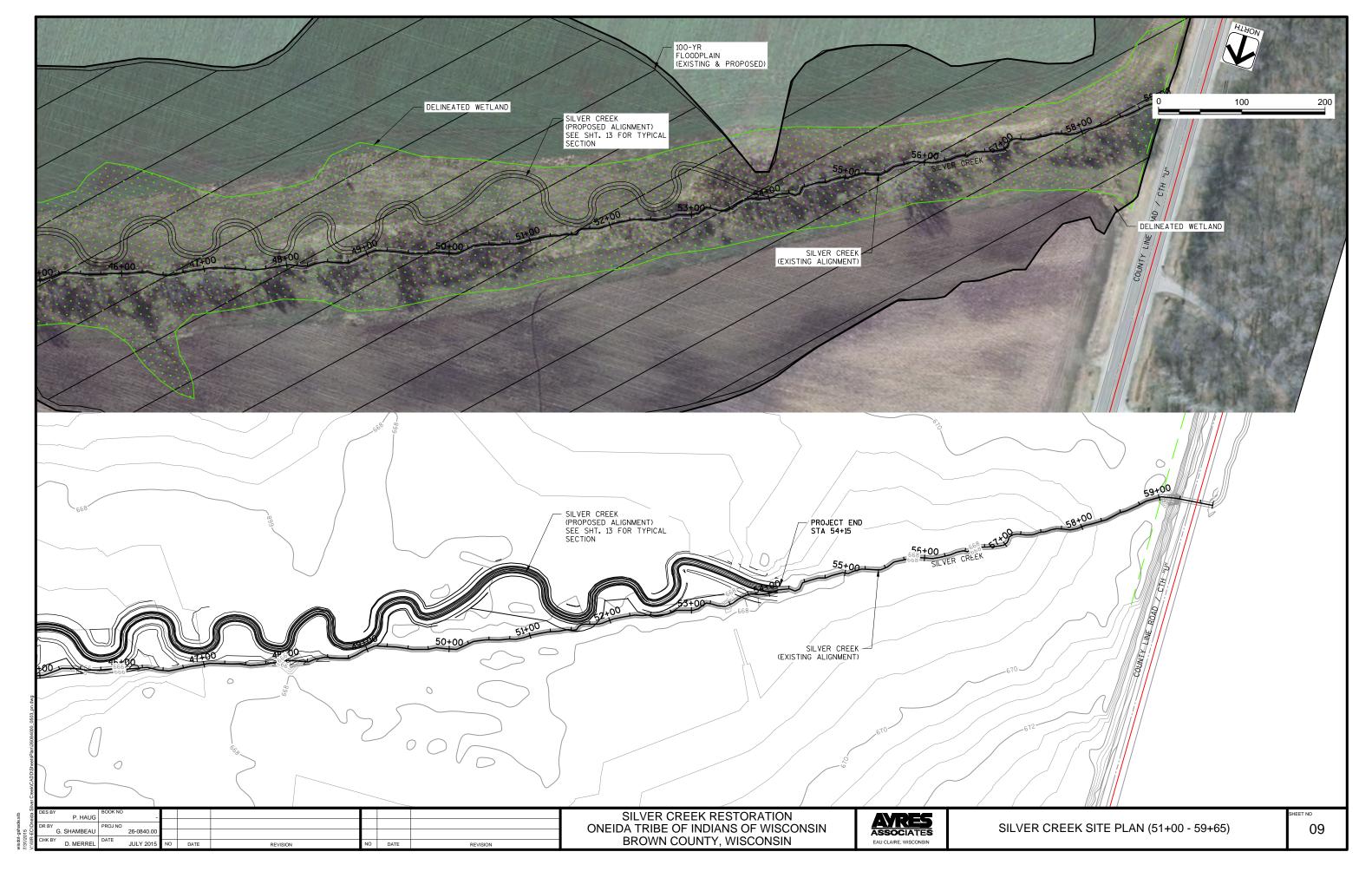


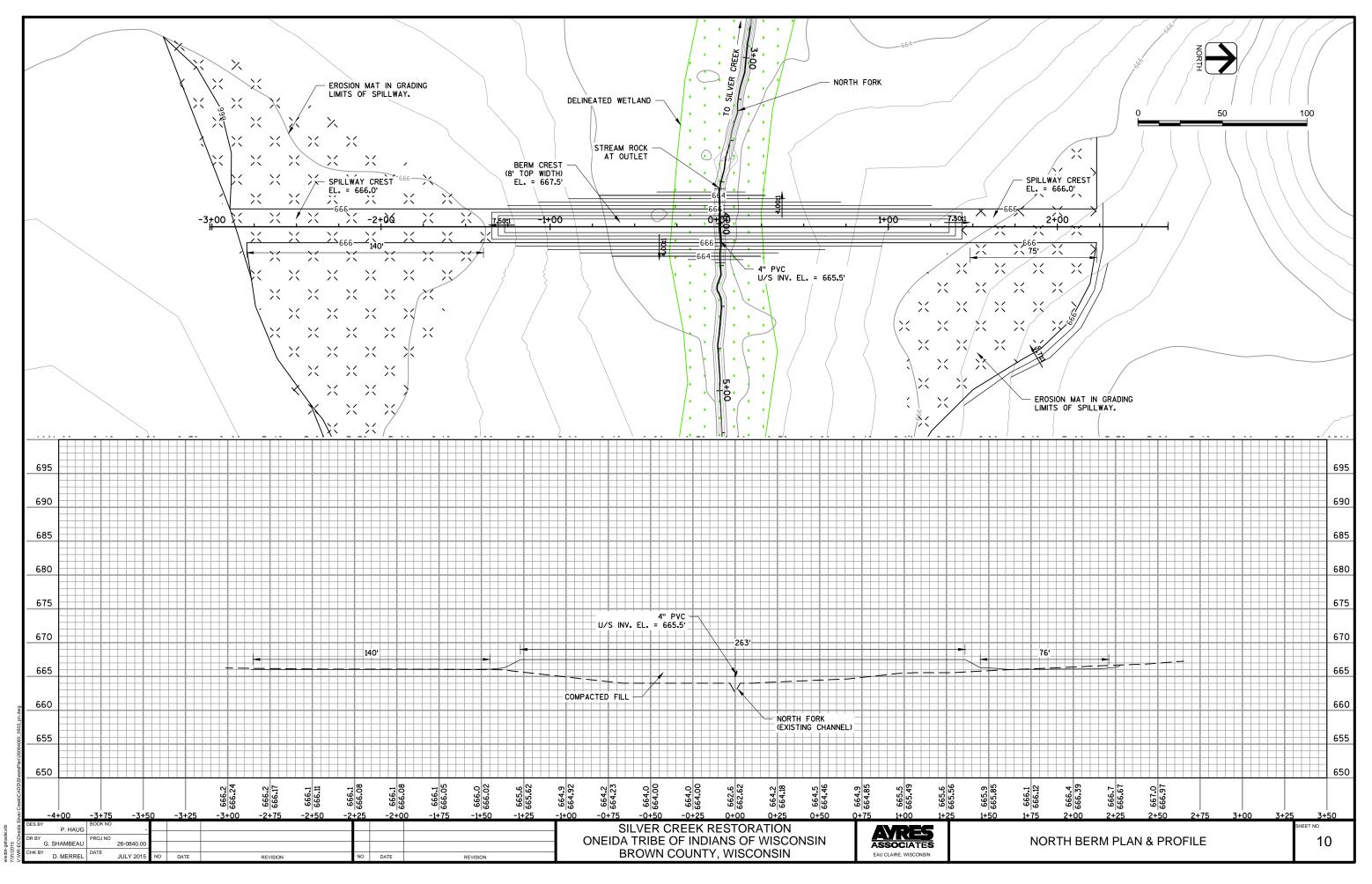


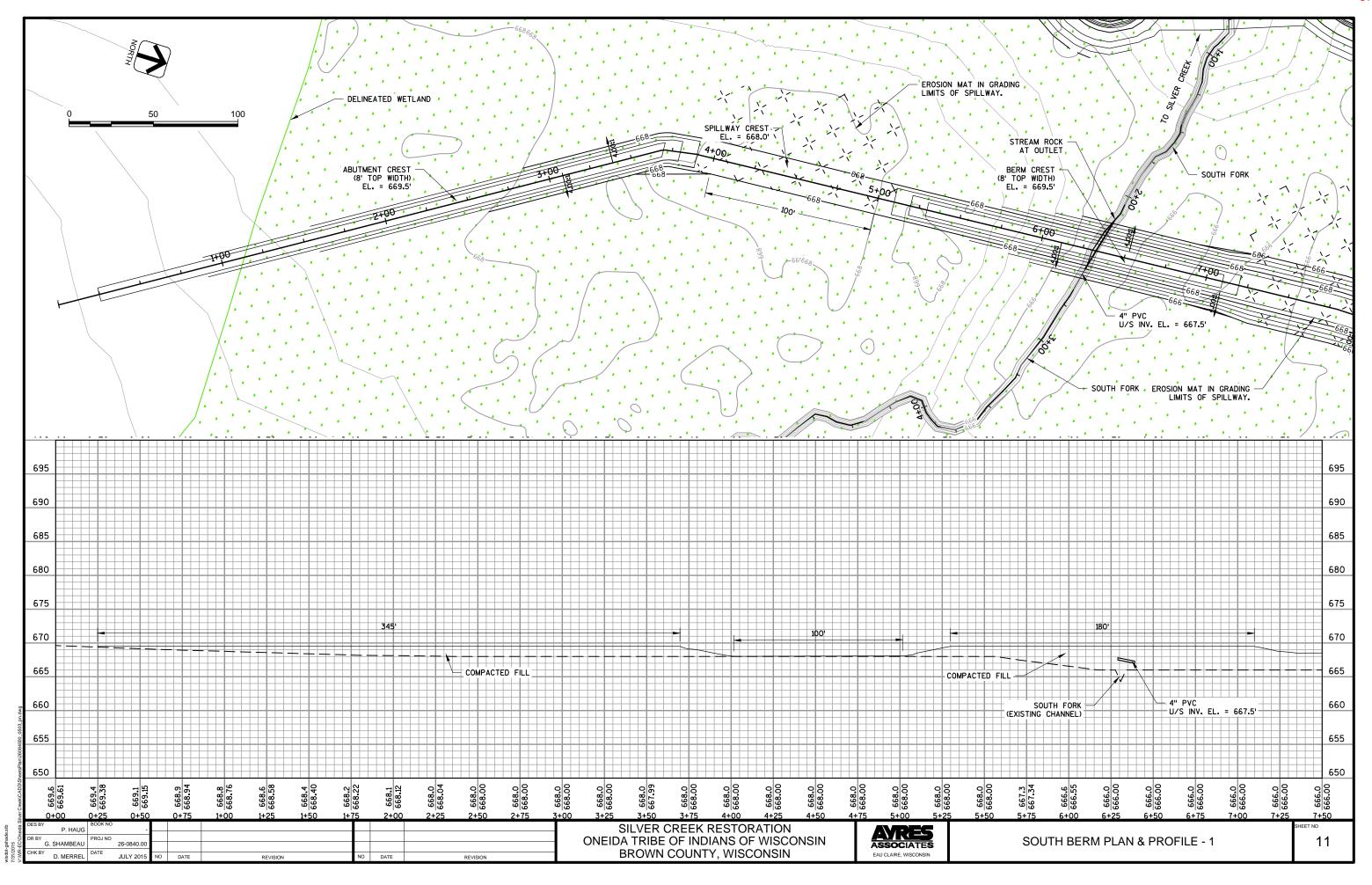


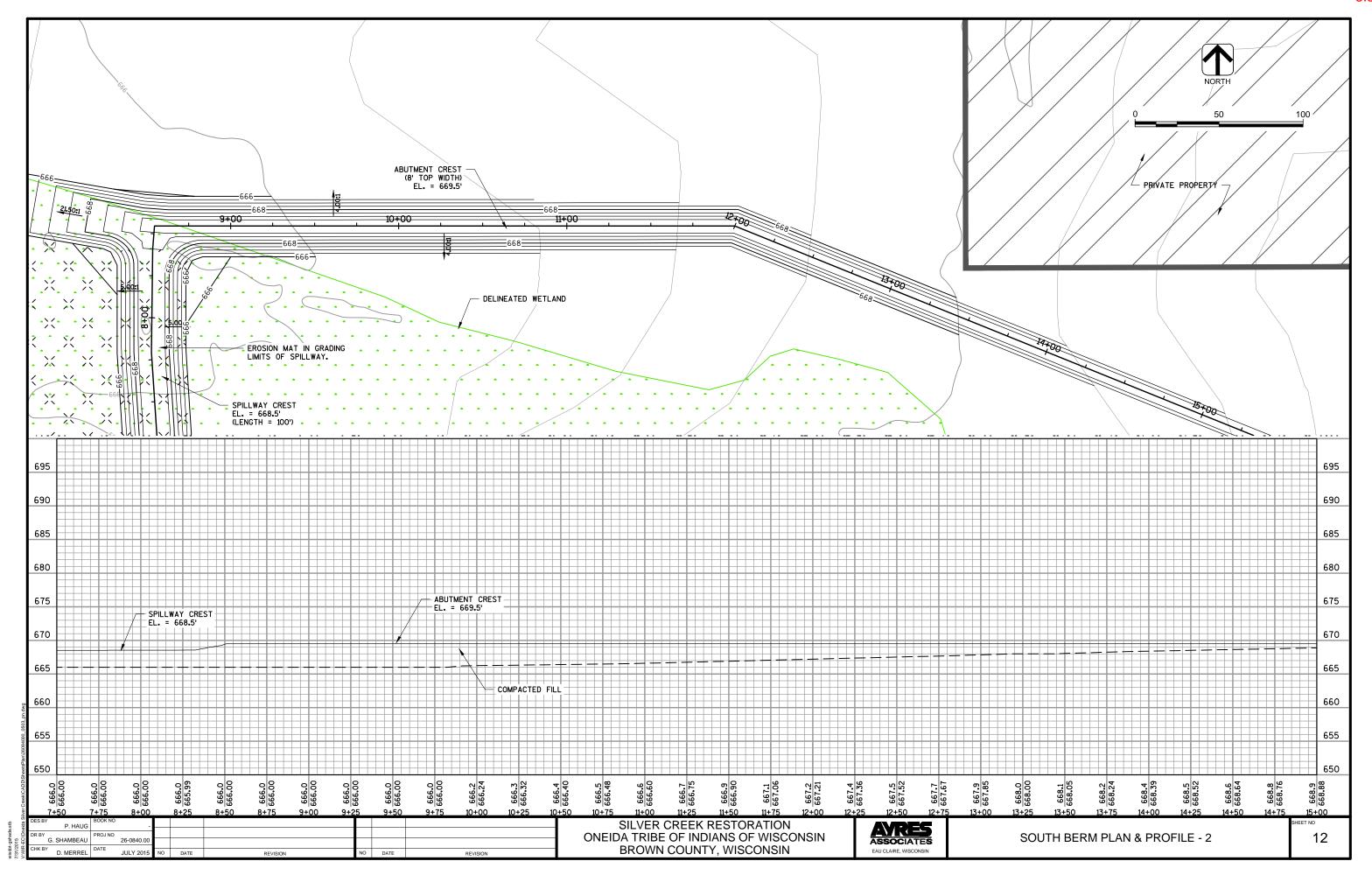


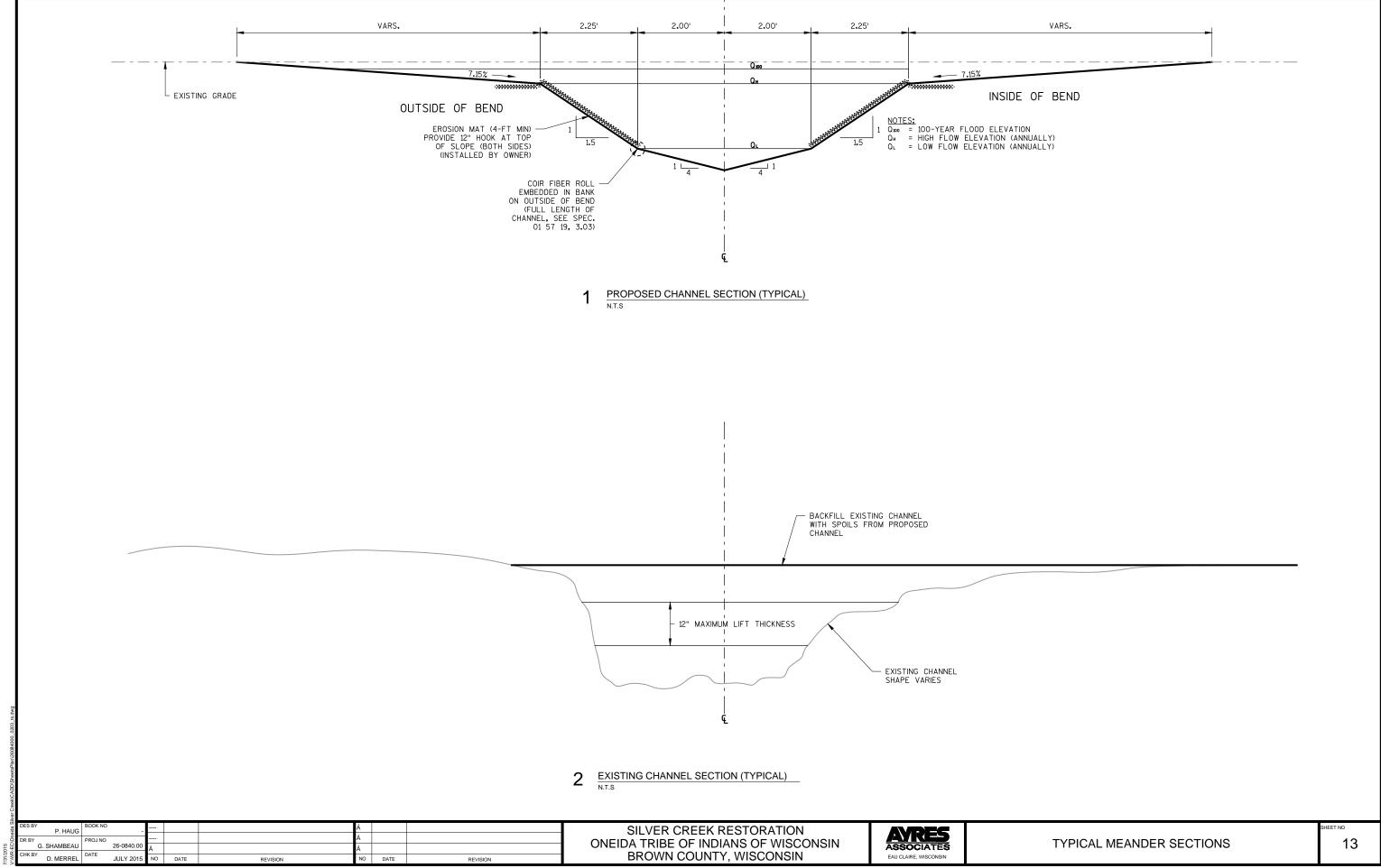


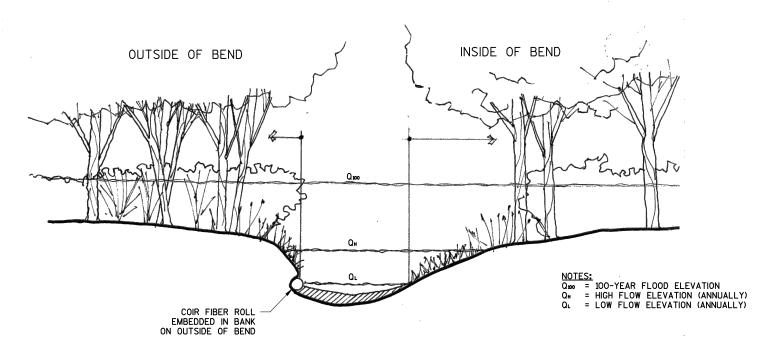




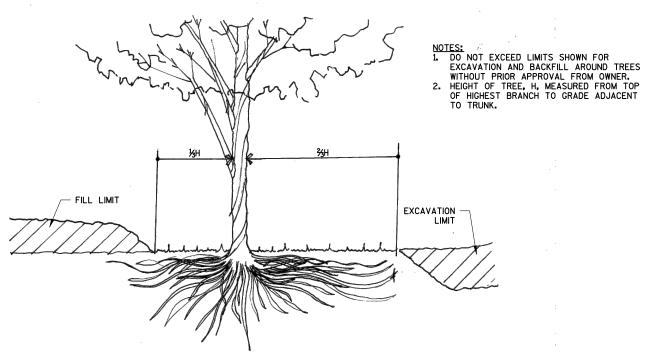






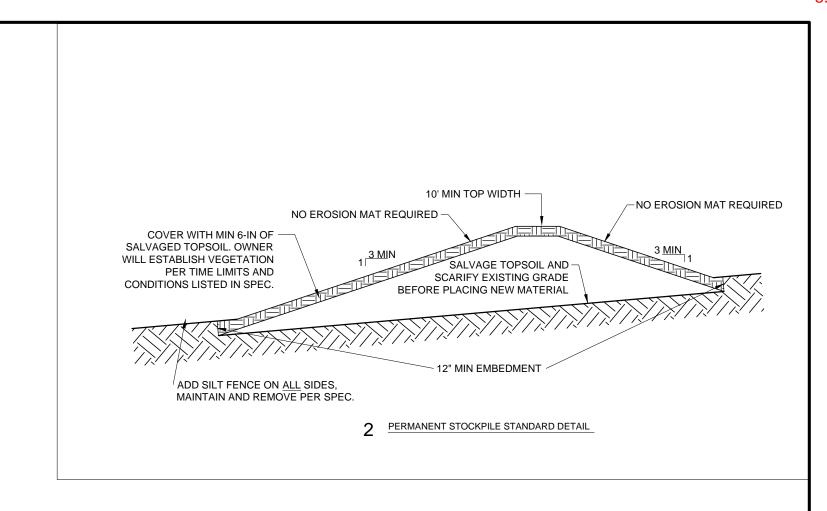


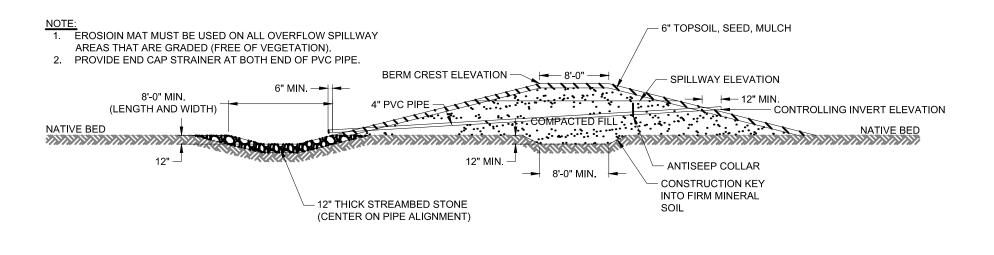
 $\frac{\text{TYPICAL SECTION THROUGH STREAM (AFTER REVEGETATION)}}{\text{N.T.S}}$



2 EARTH DISTURBANCE LIMITS NEAR TREES N.T.S

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esor	DR BY		PROJ NO					Á		
2015 ater R		G. SHAMBEAU	2175	26-0840.00	Á			Á		
7/31/2 C\We	CHK BY	D. MERREL	DATE	JULY 2015	NO	DATE	REVISION	NO	DATE	REVISION





1 WETLAND AUGMENTATION BERM

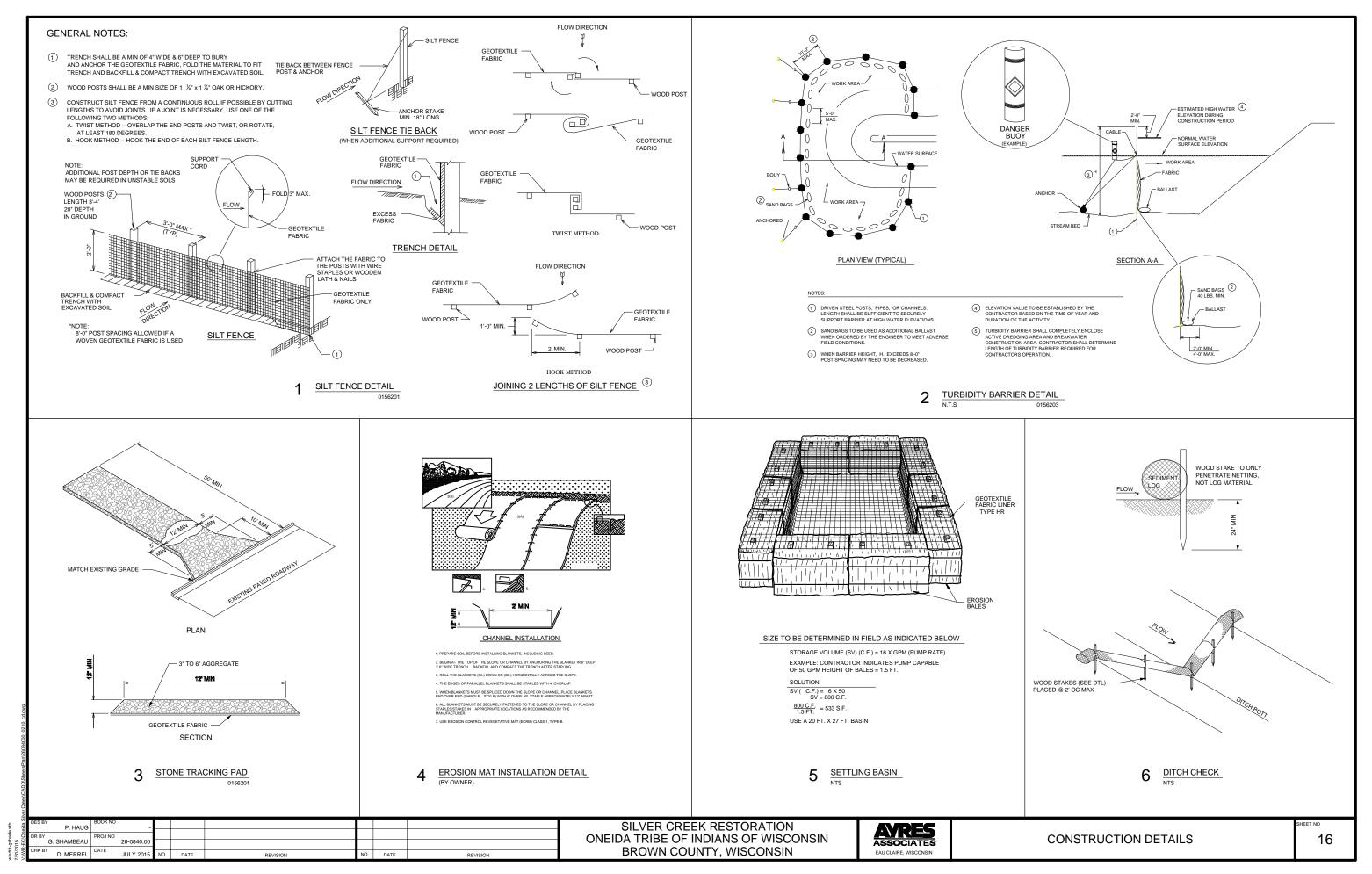
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/34	CHKE	D. MERREL	DATE	JULY 2015	NO	DATE	REVISION	NO	DATE	REVISION

SILVER CREEK RESTORATION ONEIDA TRIBE OF INDIANS OF WISCONSIN BROWN COUNTY, WISCONSIN



CONSTRUCTION DETAILS

15



Oneida Community Trails - Silver Creek, CIP #18-003

Proposal Submission Date: Before 2:30 PM on March 22, 2018

Email the completed Proposal Form (as a PDF File) to:

To: Sam VanDen Heuvel, Project Manager

svandenh@oneidanation.org

Fawn Cottrell, Contract Processor fcottrel@oneidanation.org

Submitted by:	
Company Name:	
Full Address:	
Telephone:	
E-Mail Address:	

1.	Identify the makeup of the firms on the design team that will be utilized on this project, including any consultants or subcontractors that will be included as part of the design team. If all services will be performed by the submitting firm, check box below. Attach brief resumes of noted staff. (attach additional sheets if necessary).						
Firm	Name:	Name and title of person(s) assigned to project:	Description of services provided:				
			Civil Engineering				
			Construction Administration				
	If all services will be provided by submitting firm check box to right:						

2.	Denote examples of past commissions of the type and scale similar to the present project. (attach additional sheets if necessary).
a.	Completed by the Civil Design Team only.

3.	Has your firm previously completed a construction contract for the Oneida Nation (Yes or No)						
If Ye	Yes, list projects and year completed:						

4.	Identify the staff person(s) and their qualifications. (attach additional sheets if necessary):		

5. Iden	tify the following relative to the Oneida Indian Preference Law (attach additional sheets if necessary):						
	a. Denote the total numbers of all employees that will be assigned to this project under the contract (including consultant employees) and identify their title. Under Tribal affiliation indicate employees proposed to be assigned to the contract that are: enrolled members of the Oneida Nation, First generation descendants of an enrolled member of the Oneida Nation, or enrolled members of other federally-recognized Indian tribes.						
Number of Positions assigned:	Firm Name & Position Title:	Tribal Affiliation (include person name if tribal):					
Examples 1 2 1	ABC Architects - Project Architect ABC Architects - Architectural Drafter DEF Engineers – Structural Engineer	Examples: Joe Native – Oneida Non-tribal Sue American - Menominee					
	In the box to the left, fill-in the total number of all employees assigned under this contract.						

	b. All firms proposed to be utilized on the contract that is: certified as an Indian-owned Business by Oneida Indian Preference Department. Fill in the table below to include: all firms included in you					
	proposal, general responsible for co		, and what percentage of the total scope the	hat firm will be		
Firm Nar		Certified Indian-Owned (yes or no):	Scope of Work	Percentage of Work		
Example	es:	Examples:	Examples:	Examples:		
ABC Arc		No	Architectural Design	90%		
DEF Eng	gineers	Yes	Structural Design	10%		
6. Ide	Identify professional references (name, address, phone number).					
1			İ			

7.	Identify the firms proposed fees for the identified services (fill-in column on right) and attach standard hourly billing rates:					
	Service(s)	Cost Basis	Price (\$)			
	Preliminary Design Phase	Fixed Fee				
	Final Design Phase	Fixed Fee				
	Bidding & Construction Phase	Fixed Fee				
	Record Drawings	Hourly Not To Exceed				
	ACOE Permit Allowance	Hourly Not To Exceed	\$ 3,000.00			
	Reimbursable Expenses	Not to Exceed				
	TOTAL:					
	(Signature - Authorized signing officer)	Date				
	(Printed Name and Title)					