

Addenda No. 1 A Dated: July 2, 2018
Project Name: Oneida Fishery Restoration – Phase II
REL Contract No. 1041-18-01; Oneida Project No. 15-005
Oneida Nation, Town of Oneida
Outagamie County, Wisconsin

**Attention Prospective Bidders**. Notice is hereby given that the contract documents for the above-referenced project are amended as hereinafter set forth:

#### **MISCELLANEOUS**

- 1. The contractor shall be responsible for obtaining a dewatering permit, if required.
- 2. The attached easement encroachment agreement shall be attached to the Available Project Information section of the project Specifications.

# **SPECIFICATIONS**

- 1. Specification Section 00 41 13 (C-410), Bid Form, **REMOVE** and **REPLACE** in its entirety. Two unit price bid items have been added to obtain additional clay on-site and off-site, if necessary.
- 2. Specification Section 01 11 00, Special Provisions, <u>**REMOVE**</u> and <u>**REPLACE**</u> in its entirety, as it has been revised.
- 3. Specification Section 31 11 00, Site Clearing, <u>ADD</u> the following to and this shall supersede any conflicting information found within the current specification:
  - a. Contractor shall obtain a tree cutting permit from the Oneida Conservation Department.
  - b. Removed trees, 5-inch diameter caliper and larger, are the property of the Oneida Nation and shall be returned to the Tribe.
  - c. Limb and cut tress into 8'- 4" lengths and deliver to the Oneida Conservation Department at the following address:

Oneida Conservation Department – Compost Yard N8085 County Road U Oneida, WI 54155 (920) 869-1450

- d. Properly dispose of stumps, brush, branches, and other debris off-site.
- 4. Specification Section 32 12 16, Asphaltic Concrete Pavement, Part 3.05 Surface Requirements, **REVISE** to read as follows:
  - A. Surface shall be dense and to a true plan of 1/8-inch in 10 feet. Asphaltic binder course shall be 3 LT 58-28 S and 1 ¼-inch asphaltic surface course shall be 5 LT 58-28 S.

Addenda 1 Oneida Nation, Town of Oneida Oneida Fishery Restoration, Phase II Page 2

# **DRAWINGS**

Signature

- 1. REMOVE Plan Sheets 2, 3, and 4 and REPLACE with Plan Sheets 2R, 3R, and 4R. The oak tree, located northeast of the existing Lake Oneida, is to remain. The Contractor shall take measures to prevent the roots from being disturbed below the drip line.
- 2. REMOVE Plan Sheet 19 and REPLACE with Plan Sheet 19R. This plan sheet has been revised to include a typical bio-filter planting plan.

This addendum shall be attached to and form a part of these contract documents. The receipt and examination of this addendum and inclusion as a part of the contract documents shall be acknowledged by the bidder in the space provided in the Bid Form on page 00 41 13-1.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.

Patrick H. Kuehl, P.E.

Project Manager

PHK/LAR

ENC.

Accepted this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2018

Name of Firm

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Section Totals
Lake and Access Road	Required	Base Bid Section -						
Construction		Required Completion						
	1	5000.000.001	clearing and grubbing, including removal and disposal, Complete	LS	1		\$0.00	
	2	5000.000.002	dewatering to include all material, equipment and labor as required for lake	LS	1		\$0.00	
			excavation, Complete					
	3	5000.000.003	unclassified excavation to subgrade elevation, including salvaging topsoil, all hauling,	LS	1		\$0.00	
			stockpiling, containment berms, leveling, or disposal, Complete					
	4	5000.000.004	2' thick clay liner to include all hauling, stockpiling, leveling and compaction,	CY	15,000		\$0.00	
			Complete					
	5	5000.000.005	Tensar BX 1100 Geogrid, Complete	SY	7,100		\$0.00	
	6	5000.000.006	breaker run material, 9 inches in depth, compacted-in-place, Complete	SY	6,750		\$0.00	
	7	5000.000.007	crushed aggregate base course gradation no. 4, 6 inches in depth, compacted-in-place,	SY	6,750		\$0.00	
			Complete					
	8	5000.000.008	crushed aggregate base course gradation no. 4 for walking path, 8 inches in depth,	SY	4,700		\$0.00	
			compacted-in-place, Complete					
	9	5000.000.009	asphalt binder material, 3LT, PG 58-28S, 1 3/4-inch depth, compacted-in-place	SY	6,300		\$0.00	
			including subgrade preparation, Complete					
	10	5000.000.010	asphalt surface material, 5LT, PG 58-28S, 11/4-inch depth, compacted-in-place,	SY	6,300		\$0.00	
	_		Complete					
	11	5000.000.011	reinforced concrete boat launch, 8-inch depth for boat launch, Complete	SF	600		\$0.00	
	12	5000.000.012	42-inch diameter aluminized corrugated metal culvert pipe , Complete	LF	90		\$0.00	
	13	5000.000.013	54-inch diameter aluminized corrugated metal culvert pipe, Complete	LF	45		\$0.00	
	14	5000.000.014	42-inch diameter aluminized apron endwall to include filter fabric, heavy riprap, and	Each	4		\$0.00	
			all appurtenances, Complete					
	15	5000.000.015	54-inch diameter aluminized apron endwall to include filter fabric, heavy riprap, and	Each	2		\$0.00	
			all appurtenances, Complete					
	16	5000.000.016	12-inch diameter storm sewer, Complete	LF	200		\$0.00	
	17	5000.000.017	12-inch apron end wall with riprap, Complete	Each	1		\$0.00	
	18	5000.000.018	water level control structure, Complete	Each	1		\$0.00	
	19	5000.000.019	biofilter construction to include excavation, Type A storm inlet, storm sewer drain	Each	5		\$0.00	
			tile, engineered soil, clean stone, filter fabric, hardwood mulch, plantings, and					
			appurtenances, for the unit price of					
	20	5000.000.020	steel plate beam guard, Complete	LF	700		\$0.00	
	21	5000.000.021	pavement marking, 4-inch, lines and symbols, Complete	LS	1		\$0.00	
	22	5000.000.022	provide signs, Complete	Each	2		\$0.00	
	23	5000.000.023	reinstalling salvaged topsoil to a minimum depth of 6 inches in all disturbed areas,	Acres	26		\$0.00	
			including placing, preparing for seeding, raking free of lumps and stones, Complete					
	24	5000.000.024	furnish and install temporary erosion control blanket, Complete	SY	11,000		\$0.00	
	25	5000.000.025	wet meadow seeding and mulching as shown on the drawings, , Complete	SY	2,500		\$0.00	
	26	5000.000.026	mesic prairie seeding and mulching as shown on the drawings, Complete	SY	17,000		\$0.00	
	27	5000.000.027	no mow grass seeding and mulching as shown on the drawings, Complete	SY	107,000		\$0.00	
	28	5000.000.028	emergent wetland plants, Complete	Each	16,483		\$0.00	
	29	5000.000.029	goose fencing for the unit price of:	LS	1		\$0.00	
	30	5000.000.030	2 years of native plant maintenance, Complete	LS	1		\$0.00	
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Section Title	Line Item	Item Code	Item Description	UofM	Quantity	<b>Unit Price</b>	Extension	Section Totals
	31	5000.000.031	tracking pads, furnished, installed, and maintained, Complete	Each	2		\$0.00	
	32	5000.000.032	silt fence, installed and maintained, Complete	LF	5,500		\$0.00	
	33	5000.000.033	turbidity barrier, installed and maintained, Complete	SY	50		\$0.00	
	34	5000.000.034	ditch checks furnished, installed, and maintained, Complete	Each	20		\$0.00	\$0.0
Parking Lot Addition and Reconstruction	Required	Base Bid Section - Required Completion						
	35	5000.000.035	unclassified excavation to subgrade elevation, removing/salvaging existing signs, including salvaging topsoil, all hauling, leveling, or disposal, Complete	CY	1,500		\$0.00	
	36	5000.000.036	tensar BX 1100 geogrid, Complete	SY	2,700		\$0.00	
	37	5000.000.037	breaker run material, 7 inches in depth, compacted-in-place, Complete	SY	2,600		\$0.00	
	38	5000.000.038	crushed aggregate base course gradation no. 4 , 5 inches in depth, compacted-in- place, Complete	SY	2,600		\$0.00	
	39	5000.000.039	crushed aggregate base course gradation no. 4 for walking path, 8 inches in depth, compacted-in-place, Complete	SY	350		\$0.00	
	40	5000.000.040	asphalt binder material, 3LT, PG 58-28S, 1 3/4-inch depth, compacted-in-place including subgrade preparation, Complete	SY	2,300		\$0.00	
	41	5000.000.041	asphalt surface material, 5LT, PG 58-28S, 1 <sup>1</sup> / <sub>4</sub> -inch depth, compacted-in-place, Complete	SY	2,300		\$0.00	
	42	5000.000.042	biofilter construction to include excavation, Type A storm inlet, storm sewer, drain tile, engineered soil, clean stone, filter fabric, hardwood mulch, plantings, and appurtenances, Complete		1		\$0.00	
	43	5000.000.043	concrete sidewalk, 5-inch depth to include 4-inch crushed aggregate base course, Complete	SF	3,030		\$0.00	
	44	5000.000.044	reinstalling salvaged topsoil to a minimum depth of 6 inches in all disturbed areas, including placing, preparing for seeding, raking free of lumps and stones, Complete	SY	2,700		\$0.00	
	45	5000.000.045	seeding, seed mixture number 40, and mulching as shown on the drawings, Complete	SY	2,700		\$0.00	
	46	5000.000.046	4-inch yellow pavement marking lines and symbols for parking stalls, and cross walks,	LS	1		\$0.00	
	47	5000.000.047	reinstall salvages signs, coated, Complete	Each	4		\$0.00	
	48	5000.000.048	provide new sign, Complete	Each	2		\$0.00	
	49	5000.000.049	silt fence, installed and maintained, Complete:	LF	1,500		\$0.00	
	50	5000.000.051	tracking pads, furnished, installed, and maintained, Complete	Each	1		\$0.00	
	51	5000.000.050	light pole with concrete base to match existing light poles, salvage existing signs and reinstall, Complete	Each	1		\$0.00	\$0.0
Allowances, Section 01 21 00	Fixed	Fixed Section - Required Completion	_					
	52	5000.000.052	Allowance, Specification Section 01 21 00, Schedule of Allowances, Complete	LS	1	\$128,000.00	\$128,000.00	\$128,000.0 <b>\$128,000.</b> 0
lternate Bid Items	Mandatory	Alternate Section - Mand	atory Completion					<b>#</b>
	53	5000.000.052	Provide additional clay material to construct 2' thick clay liner from an on-site borrow pit, to include excavation, hauling, compaction, and filling the borrow pit with excavated material, Complete	CY	500		\$0.00	
	54	5000.000.051	Provide additional clay material to construct 2' thick clay liner from an off-site source, to include imported clay material, hauling, and compaction, Complete	CY	500		\$0.00	

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#### **SECTION 01 11 00**

## **SPECIAL PROVISIONS**

# PART 1 - GENERAL

#### 1.01 SUMMARY

- A. Work Included: Oneida Fishery Restoration-Phase II. The Oneida Nation is proposing to expand the existing lake to provide a sustainable fishing source and a recreational area for its members. Oneida Lake is approximately 18 acres. The proposed expansion is approximately 12 acres, increasing the total area of Oneida Lake to an estimated 24.5 acres. The proposed lake expansion will provide additional fishery and recreational activities for tribal members. As part of this expansion, an access road will be constructed to provide access for construction activities, lake expansion and the future fish camps. The project includes the clearing and grubbing, excavation, roadway construction, 42-inch & 54-inch diameter culvert pipes, biofilter construction, and landscaping.
- B. Related Sections and Divisions: Applicable provisions of the General Conditions and Supplementary Conditions shall apply to this section.

#### 1.02 CONTRACT DOCUMENTS—INTENT AND USE

#### A. Intent of Documents:

- 1. Singular notations and specifications shall be considered plural where application is reasonably inferred.
- 2. Mention or indication of extent of work under any work division or specification section is done only for convenience of Contractor and shall not be construed as describing all work required under that division or section.
- 3. Some individual sections may contain a list of related sections. The list of related sections in individual sections is provided for the convenience of Contractor and is not necessarily all-inclusive. Contractor may not rely upon this listing for determination of scope of work. Other sections of the specifications, not referenced in individual sections shall apply as required for proper performance of the work.
- 4. Command type sentences may be used in the Contract Documents. These sentences refer to and are directed to Contractor.
- 5. Symbols for various elements and systems are shown on the drawings. Should there be any doubt regarding the meaning or intent of the symbols used, a written interpretation shall be obtained from Engineer.

#### B. Use of Documents:

- 1. Contractor shall examine all specifications and drawings for the work, including those that may pertain to work Contractor does not normally perform with its own forces.
- 2. Contractor shall use all of the project drawings and specifications:
  - a. For a complete understanding of the project.
  - b. To determine the type of construction and systems required.
  - c. For coordination with other contractors.
  - d. To determine what other contractors.
  - e. To anticipate and notify others when work by others will be required.
  - f. And all other relevant matters related to the project.

3. Contractor is also bound by all requirements of the Contract Documents which are applicable to, pertain to, or affect its work, as may be shown or inferred by the entire set of project drawings and specifications.

#### 1.03 GENERAL WORK PROVISIONS

- A. Driveways and other access to residences, business, or other commercial properties shall be maintained at all times during construction. At the time of the preconstruction meeting, the Contractor shall submit a proposed work sequence for Engineer/Owner approval.
- B. All utilities aboveground or underground that need to be supported during the prosecution of this contract shall be coordinated with the utilities and the cost thereof shall be the sole responsibility of the Contractor.
- C. All trenches within existing or proposed paved or graveled roadways, driveways, sidewalks, and other hard surfaces shall be backfilled with Soil Class C3 and compacted to 95% of modified proctor.
- D. <u>Extreme</u> care shall be taken to protect all trees along the construction route, which are not marked for removal or within the right-of-way and easement areas. For damaged trees and trees that die due to construction, the Contractor shall be responsible for the cost of tree replacement up to \$1,000 per tree. The total amount shall be deducted from final contract payment.
- E. The Contractor will furnish the municipality and Engineer with a telephone list, including cell or home phone numbers, of key personnel available for after hours and weekend emergencies.
- F. At all times, the Contractor shall see that affected work site areas shall be kept drained and free of groundwater and surface water. The Contractor shall dispose of the water so as not to cause injury to public or private property or to cause a nuisance or menace to the public. Additionally, the Contractor shall prevent excessive dust; and he shall, at his own expense, provide adequate dust control measures acceptable to the Engineer.
- G. The Contractor shall implement all erosion control in conformance with the WDNR Conservation Practice Standards (Latest Edition). All existing and installed inlets shall have erosion protection. These items shall be incidental to the project.

#### I. Restoration

- 1. All damaged, disturbed, or removed surfaces, structures, or utilities, whether private or public, shall be repaired, restored, and/or replaced to a condition equal to or better than that which existed prior to the start of the work, including all ditches, culverts, roadways, alleyways, field lawns, walkways, retaining walls, fences, buildings, driveways, mailboxes, and any other items that may exist in the construction area.
- 2. Following initial soil disturbance, all areas shall be restored within one month, weather permitting.
- 3. All disturbed areas within the right-of-way and outside the paved streets and all easements shall be topsoiled to provide a minimum depth of 6 inches with salvaged topsoil, fine graded, raked free of lumps and stones, seeded and mulched. Any additional topsoil required to return the site to a condition as good as or better than existing condition shall be the responsibility of the Contractor.
- 4. All restoration will be paid for at the contract unit price as specified.

- J. The owner shall have prior claim to all surplus excavated material. All excess excavated material shall be disposed of on-site as directed by the Owner. The topsoil shall be removed prior to placing the material and replaced when completed. If the Owner does not desire to claim surplus excavated material, the contractor shall be totally responsible for obtaining a disposal site. **NO** material shall be disposed of in a flood plain, wetland, or waterway.
- K. Clearing, grubbing, and stripping of the topsoil will be the responsibility of the Contractor, and shall be considered incidental to the appropriate bid item. The topsoil shall be temporarily stockpiled on-site.
- L. The subgrade condition and elevation shall be checked by the Engineer prior to placement of base course material. The base course condition and elevation shall be checked by the Engineer.
- M. Submit list of subcontractors to Engineer.
- N. Removal of concrete sidewalk, bituminous pavements, curb and gutter, and driveway shall include disposal by the Contractor at a site that will accept such material. This work shall be included in the appropriate bid item.
- O. Contractor shall not commence work on-site until all materials are approved and are on-site.
- P. Payment requests shall be submitted to the engineer in Excel software form on the form provided in Section 00 62 76, Application for Payment, page 00 62 76-3.
- Q. Contractor's insurance shall be provided as specified in the general & supplemental conditions. Builder's Risk, "All Risk" or open peril insurance shall be provided per SC-5.06A. There will be no exception to these requirements. Installation floaters in lieu of the Builder's Risk Insurance will not be accepted. The contractor shall coordinate with the insurance company to provide the required insurance.

## R. Fuel Cost Adjustment

- 1. Description
  - a. Fuel cost adjustments will be applied to partial and final payments for work items categorized in Section B as a payment to the Contractor or a credit to the Owner.
  - b. Categories of Work Items
    - 1. The following items and fuel usage factors shall be used to determine fuel cost adjustments:

		Unit	Gal. Fuel Per Unit
205.0100	Excavation Common	CY	0.23
208.0100	Borrow	CY	0.23
208.1100	Select Borrow	CY	0.23
350.0120	Subbase, 7-Inch	CY	0.28

## c. Fuel Index

- 1. A Current Fuel Index (CFI) in dollars per gallon is established by the Wisconsin Department of Transportation for each month. The CFI will be the price of No. 2 fuel oil, as reported in U.S. Oil Week, using the first issue dated that month. The CFI will be the average of prices quoted for Green Bay, Madison, Milwaukee, and Minneapolis.
- 2. The Base Fuel Index (BFI) for this contract is \$2.33 per gallon.

# d. Computing the Fuel Cost Adjustment

- 1. The Engineer will compute the ration CFI/BFI each month. If the ratio falls between 0.85 and 1.15, inclusive, no fuel adjustment will be made for that month. If the ratio is less than 0.85, a credit to the department will be computed. If the ratio is greater than 1.15, additional payment to the Contractor will be computed. Credit or additional payment will be computed as follows:
  - The Engineer will estimate the quantity of work done in that month under each of the contract items categorized in Section B.
  - The Engineer will compute the gallons of fuel used in that month for each
    of the contract items categorized in Section B by applying the unit fuel
    storage factors shown in Section B.
  - The Engineer will summarize the total gallons (Q) of fuel used in that month for the items categorized in Section B.
  - The Engineer will determine the Fuel Cost Adjustment credit or payment from the following formula:

$$FA = \left(\frac{CFI}{BFI} - 1\right) \times Q \times BFI$$

(plus is payment to Contractor; minus is credit to the Owner)

Where: FA = Fuel Cost Adjustment (plus or minus)

CFI = Current Fuel Index BFI = Base Fuel Index

Q = Monthly Total Gallons of Fuel

# e. Payment

- 1. A Fuel Cost Adjustment credit to the Owner will be deducted as a dollar amount each month from any sums due to the Contractor. A Fuel Cost Adjustment payment to the Contractor will be made as a dollar amount each month.
- 2. Upon completion of the work under the contract, any difference between the estimated quantities and the final quantities will be determined. An average CFI, calculated by averaging the CFI for all months that fuel cost adjustment was applied, will be applied to the quantity differences. The average CFI shall be applied in accordance with the procedure set forth in Section D.

# S. Specifications for "No Mow" Lawn Seeding

- 1. Scope of Work This work shall consist of seeding and associated work related to the establishment of a "No Mow" lawn as shown on the plan. It shall include all necessary work, disposal of all waste material and the repair of any damage caused by this work. The work shall be performed in accordance with the following special provisions.
- 2. Seed Material The "No Mow" lawn areas, as specified on the Planting Plan Sheets, shall be planted with a fescue mixture similar to the blends available from either Oak Prairie Farm or Prairie Nursery. Their contact information is listed below.

Prairie Nursery P.O. Box 306 Westfield, WI 53964 (608) 296-3346 Oak Prairie Nursery W4642 Hwy 33 Pardeeville, WI 53954 (800) 894-3884

- 3. Seedbed Preparation Prior to seeding the fescue mix, the topsoil shall be worked with a pulverizer or tiller to a depth of 2-3". The surface shall then be dragged or raked to provide a smooth, fine textured soil throughout the planting area. All debris (e.g., wood, rocks, garbage, etc.) shall be removed during final seedbed preparation.
- 4. Seeding Method The "No Mow" lawn seeding shall be conducted utilizing the following requirements and specifications:
  - a. The area, as specified on the Planting Plan Sheet, shall be sown between April 1<sup>st</sup> and May 15<sup>th</sup> or September with the "No Mow" lawn seed and a cover crop of annual rye. The rye shall be applied at a rate of 5 pounds per acre.
  - b. The lawn areas shall be either hand seeded or planted at a rate of 220 pounds per acre using a broadcast seeder or equivalent. If the zone is hand seeded, the seed shall be mixed with a carrier (e.g., sawdust, moist sand, etc.) to ensure even distribution of the seed and rolled to ensure good soil to seed contact. If a broadcast seeder is utilized, it shall be properly calibrated to ensure an even seed distribution is achieved within the planting area.
  - c. Hand or broadcast seeding shall not be conducted when wind conditions exceed 10 mph (miles per hour).
  - d. Seed shall not be sown on soils that are too wet for conditions or are frozen.
  - e. The total area to be planted is estimated to be 5.75 acres or 27,850 square yards.
- 5. Erosion Control Once this area is seeded, it shall be covered with a Wisconsin Department of Transportation (WisDOT) Class I, Urban Type A erosion blanket. To further reduce long-term environmental damage, 4" biostakes shall be used to anchor the material instead of standard metal staples.
- 6. Watering After the seeding and erosion control installation activities are completed, the "No Mow" zone shall be watered unless 1" or more of precipitation is anticipated shortly after planting. The planted area shall then be watered once a week for four weeks following planting to ensure timely germination and survival of the seeded material. If the total precipitation for a given week is greater than one inch, watering would not need to be conducted that week. The Contractor will communicate with the Engineer to determine watering requirements.
- 7. Maintenance Requirements During the early portion of the growing season after the "No Mow" installation, the "No Mow" lawn shall receive one broadleaf weed (2,4-D) herbicide application, which must be applied at the rate recommended on the label for the vegetation species present. This application will likely occur in mid to late June; however, the Contractor shall contact the Oneida Nation prior to any application to determine the necessity and schedule.
- 8. Contractor Requirements
  - a. The Contractor shall inspect their equipment to ensure it is free of off-site materials and debris (i.e., soil and plant material) that could potentially spread invasive, exotic species.
  - b. The Contractor conducting the herbicide application shall have an individual that is a Wisconsin certified pesticide applicator conduct the applications.
  - c. Contractor shall be liable for any damage caused to surrounding vegetation and golf course as a result of negligence when conducting the herbicide applications.
  - d. Any soil erosion resulting from erosion control installation and/or cover crop establishment shall be corrected at the Contractor's expense.

- e. The Contractor shall be responsible for the success of the "No Mow" lawn seeding and provide a one year warranty. A site assessment will be conducted by the City and Engineer during June to determine corrective actions, if necessary. Reseeding of areas that have poor vegetation germination and growth shall be conducted in September using the same seeding rate and methods discussed above. Any corrective actions will be done so at the Contractor's expense.
- 9. This item will be paid at the contract unit price per acre for "NO MOW LAWN SEEDING", which shall be full compensation for furnishing, handling, and storing all seeds; for preparing the seed bed and sowing the seed; lightly compacting the soil after seeding to ensure good seed-to-soil contact; erosion blanket installation; watering; maintenance activities; and for all labor, tools, equipment and incidentals to complete the work.

## 1.04 SPECIAL REQUIREMENTS

- A. The water level control shall be an inline water level control structure as manufactured by Canadian Pond or approved equal.
- B. The existing normal pool elevation of Lake Oneida is approximately 693.00 (HAYD 88 Datum). The Contractor shall maintain a normal pool elevation no lower than Elevation 689.00 (HAYD 88 Datum). If the Contractor temporarily lowers the lake below Elevation 689.00, they shall notify the Owner prior to lower the lake elevation. Any drops in elevation below 689.00 shall not be permitted to last more than 8 calendar days.
- C. Soils to be used for construction the clay liner shall have an average PI of 7 with no values below 5, the Contractor shall provide Atterberg Limits testing results for the soils to be used for the clay liner.

# 1.05 OWNER-FURNISHED PRODUCTS

- A. Owner is responsible for the following items when supplying material or equipment to Contractor for installation.
  - 1. Arrange for delivery of shop drawings, product data, samples, manufacturer's instructions, and certificates to Contractor.
  - 2. Delivery supplier's bill of material to Contractor.
  - 3. Arrange and pay for delivery to site.
  - 4. Inspect deliveries jointly with Contractor.
  - 5. Submit claims for transportation damage and arrange for replacement of damaged, defective or missing items.
- B. Contractor's responsibilities for Owner furnished new products are:
  - 1. Handle products at the site, including uncrating and storage.
  - 2. Inspect deliveries jointly with Owner.
  - 3. Protect products from damage and from exposure to the elements.
  - 4. Assemble, install, correct, adjust, and finish products in accordance with the appropriate section of these specifications.
  - 5. Contractor shall coordinate manufacturer's services in accordance with Section 01 75 00.
  - 6. Contractor shall coordinate start-up and training in accordance with Section 01 75 00.
  - 7. Contractor shall complete all checklists in accordance with Section 0178 43 and submit to the Engineer.
  - 8. Repair or replace items damaged by Contractor at no additional cost to Owner.

- 9. Contractor's responsibility for materials and equipment furnished by Owner shall begin at the point of delivery to the site. Materials and equipment already on the site shall become Contractor's responsibility on date of Notice to Proceed with Contract.
- C. Detailed shop drawings and installation instructions are available for review at the office of the Engineer: Robert E. Lee & Associates, Inc., 1250 Centennial Centre Boulevard, Hobart, WI 54155-8995.

### 1.06 WORK SEQUENCE

- A. The Contractor shall submit a construction schedule documenting all phases of construction. The construction schedule shall be submitted in accordance with Section 01 32 19, Submittals.
- B. Final work to be completed will include site grading and landscaping.
- C. Operation and start-up of all equipment must be approved by the Engineer prior to proceeding. Start-up shall be in accordance with Section 01 75 00, Starting of Systems.
- D. The first priority of the project is to complete the Access Road.

#### 1.07 CONTRACTOR USE OF SITE

#### A. General:

- 1. The "area of the site" referred to in these specifications shall be as shown on the drawings.
- 2. Construction activities shall be confined within the area of the site limits.
- 3. From the start of work to completion Contractor is responsible for the care of the site and the premises which are affected by operations of work of this Contract.
- 4. Except for permanent site improvements provided under the Contract, Contractor shall restore property disturbed during the work, to the conditions which previously existed.
- 5. Work in occupied spaces shall be restricted to specified work and essential activities, such as making necessary connections and extending services or constructing temporary access ways. Such work shall be scheduled in advance with Owner.

## B. Parking and Deliveries:

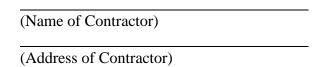
- 1. Contractor is responsible for control of traffic by vehicles and persons within the limits of its operations.
- 2. Parking for employees, subcontractors, and agents of Contractor shall be in areas subject to approval of Owner.
- 3. Access to the site for delivery of construction material or equipment shall be subject to approval of Owner.

# C. Work in Private Right-of-Way

- 1. Whenever the work is to be prosecuted through property for which the Owner has obtained a license, permit, or easement, the Contractor shall abide fully with the terms of the license, permit, or easement, a copy of which is on file with the Owner.
- 2. Prior to final payment, the Contractor shall send a notice to all easement grantors by certified mail, return receipt requested, a copy of which shall be filed with the Owner. Said notice to be similar to the following:

The undersigned Contractor has completed the restoration of the construction site on which you have granted an easement for installation of certain utilities and improvements. If said site restoration is not completed to your satisfaction, please contact the Engineer, Robert E. Lee & Associates, Inc., 1250 Centennial Centre Boulevard, Hobart, WI 54155-8995, in writing, and arrangements will be made immediately to view the site and restore the site in conformance with our contract obligations.

If the Engineer, Robert E. Lee & Associates, Inc., 1250 Centennial Centre Boulevard, Hobart, WI 54155-8995, does not hear from you in writing within 10 days from the above date, site restoration of your property will be deemed completed and approved by you.



Owner shall furnish contractor with names and addresses of easement grantors.

#### 1.08 OWNER OCCUPANCY

- A. The Owner will occupy the site during construction.
- B. Provide access for state and local review agencies.

## 1.09 EXISTING SERVICES AND STRUCTURES

- A. Interruption of existing services shall be kept to a minimum and shall be limited to times approved by the Owner.
- B. The Contractor shall coordinate with Owner and local utility companies in keeping the services in operation and repair any damages to the satisfaction of the Owner and local utility.
- C. Contractor shall not interrupt any existing services until written approval is received from the Owner.
- D. In accordance with Wisconsin Statute 182, the Contractor shall contact Diggers Hotline prior to beginning any excavations. A call to Diggers Hotline does not absolve the Contractor of the requirements of this statute.
- E. Contractor shall proceed with caution in excavating and preparing the site so that the location of existing structures can be determined. Contractor shall keep an accurate record of existing services and structures and provide a copy to the Owner. The record shall include adequate measurements, depths, and conditions.

#### 1.10 PROTECTION OF WORK

A. Contractor shall protect the Owner's property from damage, dust, debris and other resulting construction activities.

- B. Contractor shall keep property free from dirt, dust and fumes from construction activities at all times.
- C. Property damaged by the Contractor shall be repaired or replaced by the Contractor to the satisfaction of the Owner.

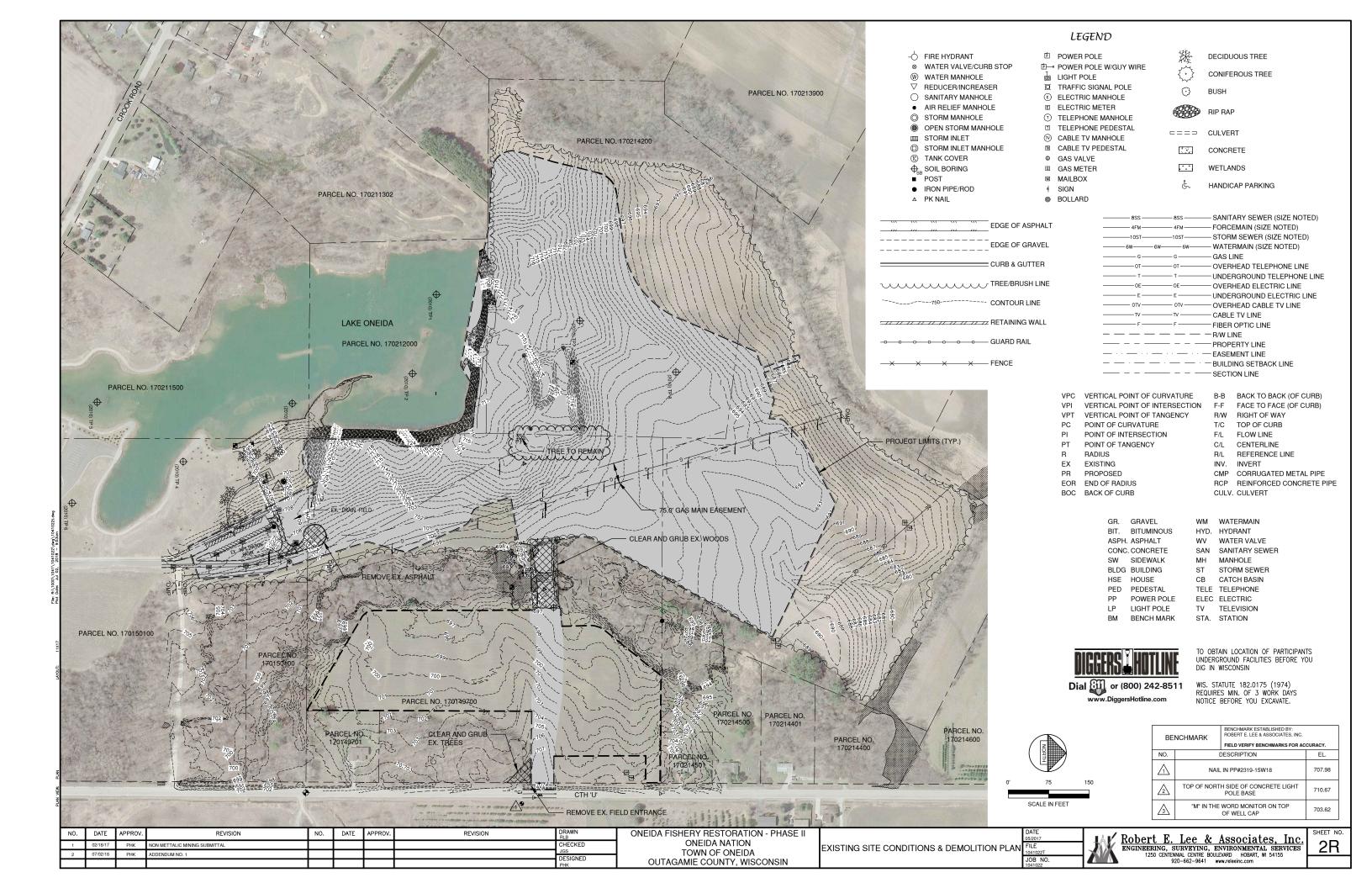
# **PART 2 - PRODUCTS**

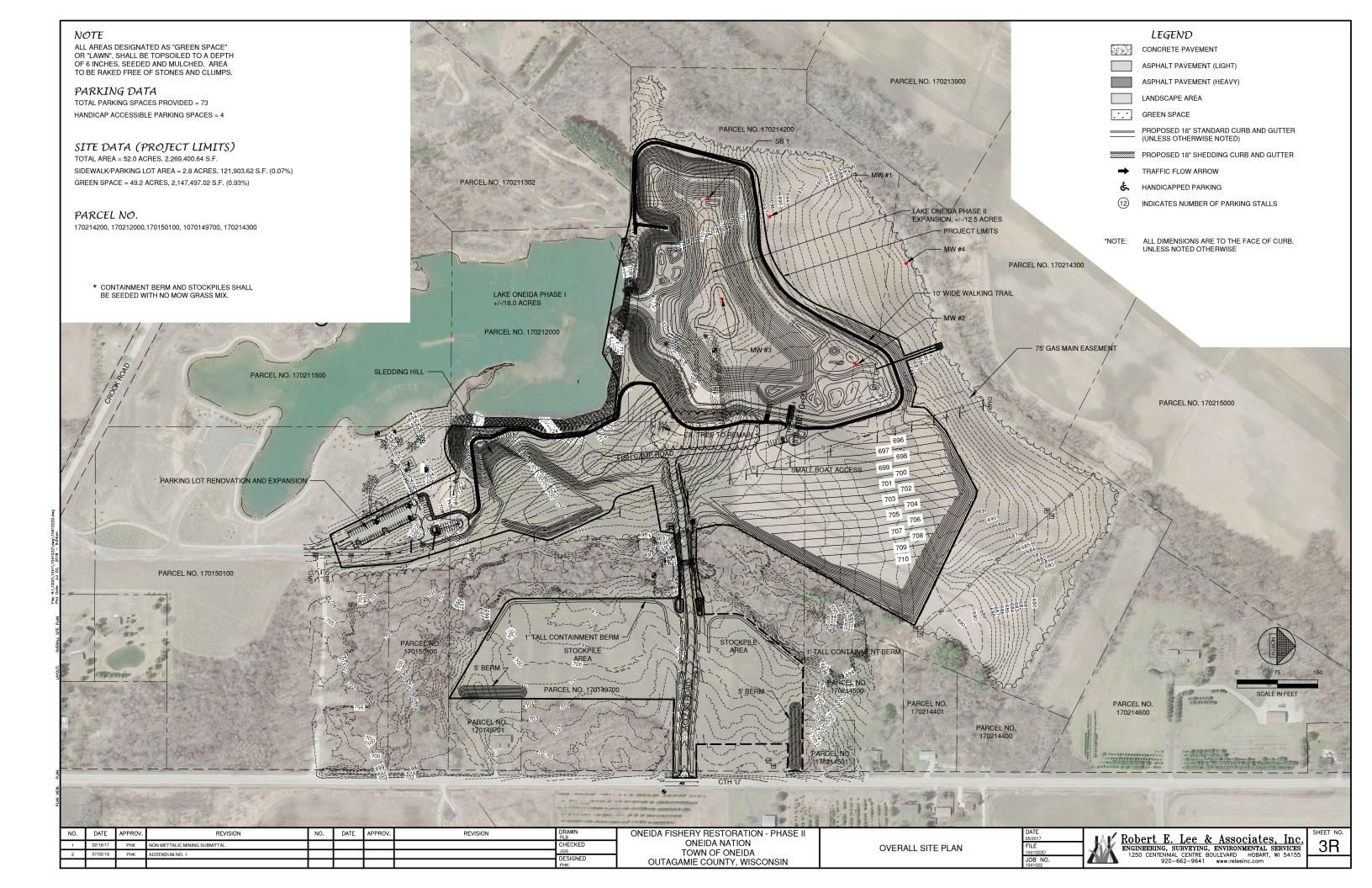
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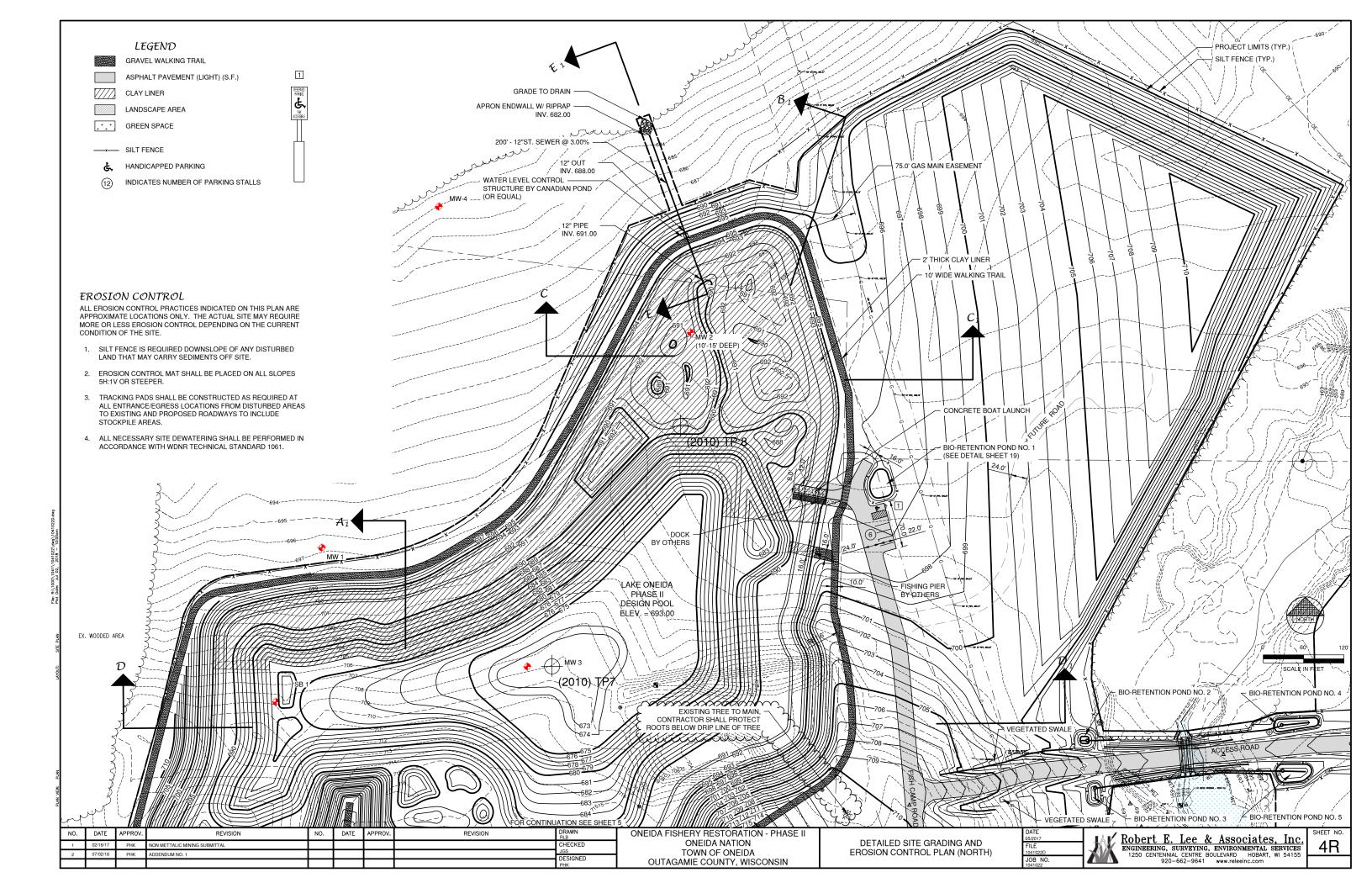
# **PART 3 - EXECUTION**

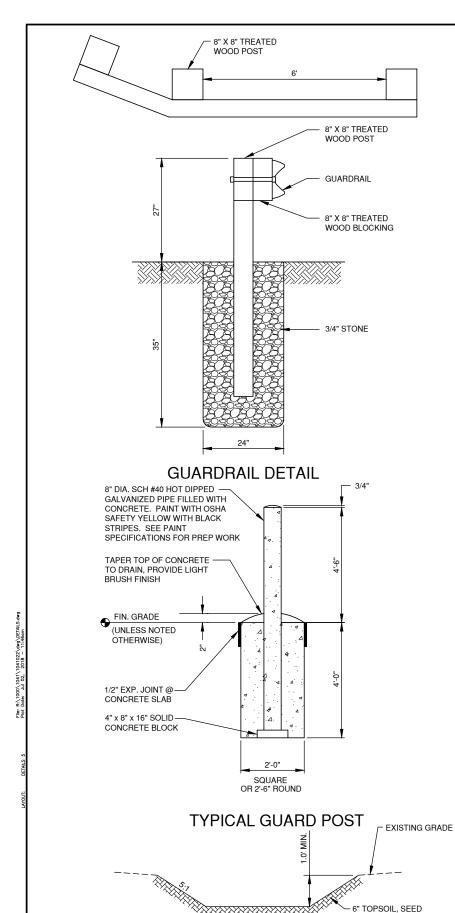
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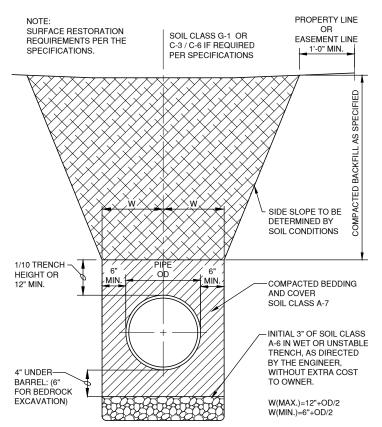
- END OF SECTION -



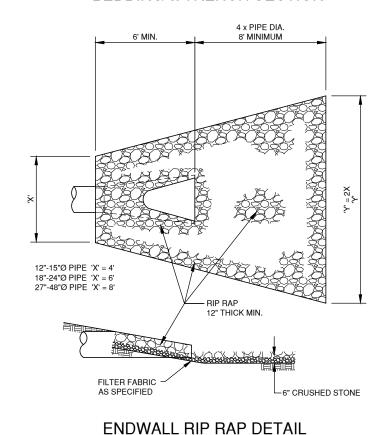








# HDPE /PVC SEWER & WATERMAIN & FORCEMAIN **BEDDING & TRENCH SECTION**



- ALL PLANTS WILL BE PLANTED 1 FOOT ON CENTER EXCEPT (BA, RS), WHICH WILL BE 2 FEET ON CENTER.
- THE NUMBER WITHIN EACH AREA INDICATES THE NUMBER OF PLANTS TO BE PLANTED.
- FOX SEDGE SHOULD BE USED TO FILL IN GAPS BETWEEN PLANTS.
- PLANTS BASED UPON SIZE OF BIO-FILTER.

PLANTING PLAN

DETERMINE ACTUAL NUMBER OF

Quantity For Size Shown Nodding Onion Big Bluestem Andropogon gerarda Asclepias incarnata Marsh Milkwee New England Aste White Indigo Fox Sedge Turtlehead Carex vulpinoided Bottle Gentiar Blue flag Iris Prairie Blazing Star Cardinal Flower Iris versicolor Liatris pycnostachye Lobelia cardinalis Lobelia siphilitica Great Blue Lobelia

LEGEND

Sweet Black-eved Susan

TOTAL 367

TYPICAL BIO-FILTER PLANTING PLAN

Yellow Coneflower

#### NOTE:

OVERFLOW

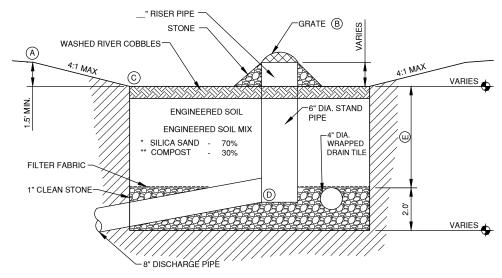
CHANNEL

- \* SILICA SAND SHALL MEET THE REQUIREMENTS OF WDNR TECHNICAL STANDARD 1004, BIORETENTION FOR INFILTRATION.
- \*\* COMPOST SHALL MEET THE REQUIREMENTS OF WDNR SPECIFICATION S100.

\*\*\* THE BIO-RETENTION AREA SHALL BE EXCAVATED TO THE ENGINEERED SOIL DEPTH AND THE DISCHARGE PIPE INSTALLED ALONG WITH THE REMAINDER OF THE STORM SEWER ON SITE. AFTER THE SITE HAS BEEN CONSTRUCTED AND VEGETATION ESTABLISHED, THE BIO-RETENTION AREA SHALL THEN BE EXCAVATED TO FINAL DEPTH AND THE CLEAN STONE, DRAIN TILE, ENGINEERED SOIL, AND RIVER COBBLES INSTALLED.

\*\*\*\*SILT FENCE SHALL BE PLACED AROUND BIO-RETENTION POND UNTIL SITE HAS BEEN STABILIZED WITH VEGETATION.

BIO-RETENTION POND NO.	(A)TOP ELEVATION	B STAND PIPE RIM	© BOTTOM AREA (S.F.), ELEV.	D DISCHARGE PIPE INV.	E)ENGINEERED SOIL DEPTH
1	696	N/A	654 SF, 694	N/A	2'
2	697	696	125 SF, 695	692	2'
3	698	697	200 SF, 696	693	2'
4	696	695	400 SF, 694	692	2'
5	696	695	600 SF, 694	692	2'
6	707.5	706.5	425 SF, 705.5	703.5	2'



# TYPICAL SWALE DETAIL

5.0'

NO.	DATE	APPROV.	REVISION	NO.	DATE	APPROV.	REVISION	DRAWN RLB
1	02/18/17	PHK	NON METTALIC MINING SUBMITTAL					CHECKED
2	07/02/18	PHK	ADDEDNUM NO. 1					JGS
-	000	THIC	ADDEDITION NO. 1					DESIGNED

AND MULCH

ONEIDA FISHERY RESTORATION - PHASE II ONEIDA NATION TOWN OF ONEIDA OUTAGAMIE COUNTY, WISCONSIN

MISCELLANEOUS DETAILS

**BIORETENTION POND DETAIL** Robert E. Lee & Associates, Inc.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD HOBART, WI 54155
920-662-9641 www.releeinc.com

19R

Oneida Nation Attn: Steven Linskens P. O. Box 363, Oneida, WI 54155



January 14, 2015

RE: Request for Driveway Crossing Information

Tract Nos.: 237-09-262 - 266, 30" Upper Wisconsin Pipeline

Outagamie County, Wisconsin

Attn: Steven

ANR Pipeline Company (ANR) has reviewed your equipment weight submittal and will require five feet of cover at the future proposed equipment crossing and or road/driveway area. As discussed, ANR does not allow roadways/driveways to run parallel within our easement. Crossings which are allowed, should be as close to ninety degrees as possible. The required five feet of cover can be earthen cover or a mixture of road base material and the final cover (asphalt, gravel, etc.) that is being proposed. The cover addition will need to extend twenty-five feet either side of the pipeline. ANR will require final plans when they are available for our final review. After review is completed and if plans are approved, an Encroachment Agreement will be drafted by our office for the owners to sign approving said crossing.

Thank you for your consideration on this matter, please contact me at the address or telephone number listed below. Thanks.

ANR Pipeline Company W 3925 Pipeline Lane Eden, WI 53019 (920) 477-2235 (920) 477-2240 Fax Sincerely,

Lawrence J. Huber Land Representative

Lawrence Q. Huber

cc: J. Burnap M. Stubbs Document Number

Easement Encroachment Agreement

LL# 237-09-262, 266 (portions)

Name and Return Address

ANR Pipeline Company Attn: Larry Huber W3925 Pipeline Lane Eden, WI 53019

#### **EASEMENT ENCROACHMENT AGREEMENT**

170215000, 170214300, 170214200 170149700, 170150100 Parcel Identification Number

STATE OF WISCONSIN

}

**COUNTY OF OUTAGAMIE** 

THIS INDENTURE dated 4317, 2017 between ANR Pipeline Company, a Delaware Corporation, with its principal office at 700 Louisiana Street, Houston, Texas, 77002, (hereinafter called Grantor), and Oneida Nation, with a mailing address of P. O. Box 365, Oneida, Wisconsin 54155 (hereinafter called "Grantee").

WHEREAS Grantor, successor to Michigan Wisconsin Pipe Line Company, a Delaware corporation, owns and maintains a natural gas pipeline easement, over, under and across the lands described below within an easement being seventy-five (75') feet in width extending fifty-five (55') feet generally westerly of Grantor's existing thirty (30") inch diameter (237-09) pipeline and extending twenty (20') feet generally easterly of Grantor's existing thirty (30") inch diameter (237-09) pipeline in said strip and recorded in the instruments listed below, and

Type of Instrument(s)	<u>Instrument Date</u>	Volume/Page	County	<u>State</u>
Right of Way Grant	12/01/1973	938/400, Doc. # 677599	Outagamie	WI
Right of Way Grant	06/02/1975	J322/I 22, Doc. # 732228	Outagamie	WI

WHEREAS Grantee is the proposing to use the tract of land, or a portion thereof, described in the above cited instruments and being more fully identified as a part of the Northeast Quarter of the Southeast Quarter (NE/SE1/4), and the Southeast Quarter of the Northeast Quarter (SE/NE1/4) and the Northeast Quarter of the Northeast Quarter (NE/NE1/4) of Section 16, T23N, R19E situated in the Town of Oneida, County of Outagamie, Wisconsin, and,

WHEREAS the Grantee and/or its successors, heirs and assigns are proposing to install a paved roadway crossing with associated fill and an earthen berm as shown on plans received by e-mail dated January 18, 2017 (copy attached) that encroaches upon and crosses Grantor's above described

right of ways and easements.

WHEREAS all rights granted hereunder to the Grantee shall be subject and subordinate to the paramount rights granted to Grantor by the above referenced agreements now and hereafter to occupy and use all or any portion or portions of Grantor's right of way and easement in its natural gas operations.

NOW THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, paid by Grantee to Grantor, the receipt of which is hereby acknowledged, Grantor grants unto Grantee, its successors and assigns, the approval to install and maintain a paved roadway crossing with associated fill and an earthen berm into Grantor's right of ways and easements as described above. Said approval is subject to and conditioned upon the following terms and conditions:

- 1. All work must comply with the plans received January 18, 2017 which have been reviewed and approved by Grantor on February 8, 2017. Any further changes to the design and/or construction must be pre-approved in advance by Grantor. Furthermore, Grantor must have a representative on site at all times when work is being performed over/near its pipelines and/or within its Right of Way and Easement.
- 2. Grantor requires that each contractor/subcontractor on this project submit DIGGERS HOTLINE tickets (811) for each different phase of the project that involves earth disturbance (grading, excavating, trenching, digging, etc.).
- 3. At least 72 hours prior to any work on or near Grantor's pipelines and/or within its Right of Way and Easement, Grantee must call Grantor's Matthew Hischke (715) 758-3345. He will have someone standby when work is occurring on or near the easement areas.
- 4. Please be advised that Grantor is now and will continue to utilize the land included within said easement for pipeline purposes and that in doing so, Grantor may at any time, or from time to time, enter upon said land, place and transport machinery and equipment thereon, and excavate trenches and ditches thereon; and in such event, Grantor, except for normal backfilling, will not restore the surface, including any improvements constructed pursuant to this approval.
- 5. Grantor will not permit any trees to be planted within its Right of Way and Easement. Also, no shrubs reaching a mature height of greater than five (5) feet in height may be planted closer than ten (10) feet to the pipelines or between multiple pipelines.
- 6. Any authorized fill added within the easement area, must be clean of any debris, roots, stumps, rocks or concrete. Any fill imported from a location other than adjacent to the easement area, must be approved by Grantor prior to such import.
- 7. All underground utilities crossing Grantor's pipelines should be installed with at least 18 inches of separation from our pipelines. Utilities include sewers, drain lines, water pipes, gas pipes, underground electric or telephone cables, etc.
- 8. No other structures, dwellings, trees, septic systems, leach fields, fire hydrants, valves, manholes, collection boxes, swimming pools, water impoundment or other obstructions may be erected or placed upon the Company's permanent right of way and easement area other than items noted above.
- 9. All areas of Grantor's easement disturbed by Grantee's activities must be stabilized as soon as possible. The easement area shall be limed, fertilized seeded and mulched if necessary. Thereafter, and until re-vegetation has been established, any areas within the easement that show signs of erosion shall be immediately repaired.
- 10. All of Grantor's approval requirements herein must be followed. If these approval requirements cannot be met within a reasonable amount of time, then Grantor reserves the right to complete this project as it has impacted the Grantor's easement area and facilities. All reasonable costs incurred in completing the project shall be paid by the Grantee.
- 11. Any reasonable associated cost Grantor may have regarding this project outside its normal course of business will be 100% reimbursable by Grantee. Grantor's normal services typically cover items such as, line location, site inspection less than two (2) hours, and

project review. Grantor to explain what services are provided at no cost and give Grantee an estimate for those reimbursable costs.

Compliance with these plans does not suggest or imply that Grantee or Grantee's 12. confractors, consultants or any other associated party is relieved of any responsibility or liability in the event Grantor's pipeline or facilities are damaged in any way pefore, during or after the construction of the encroachment authorized herein. Grantor will hold all parties responsible for reasonable costs incurred for any breach of pipeline or facility integrity.

No work is permitted under the terms of this Encroachment Agreement until the 13. Endroachment Agreement has been countersigned, dated and returned to Grantor at: ANR Pipeline Company, Attn: Land Management, W3925 Pipeline Lane, Eden, WI 53019.

Grantee, its successors and assigns, hereby assumes all risk of loss, damage or injury to persons or property occasioned by Grantee's negligence. Grantee, its successors and assigns expressly agrees to indemnify, defend (including any and all attorney's fees incurred by Grantor), and save harmless Grantor, its officers, contractors, agents and employees from and against any and all such loss, damage or injury.

EXCEPT as herein otherwise specifically provided, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Grantor is not assigning or releasing any rights whatsoever and specifically retains all rights it has been previously granted.

IN WITNESS WHEREOF, Grantor and Grantoe have executed this Agreement as of the day and year first above written.

WITNESS

GRANTOR

Can & D O D D	ANK PIRELINE COMPANY
Mariael B. Salinon	A A Allina
1 - wanter ser so wanters?	A.C. Collettana
	Alexander C: Osborne, Manager, Land Management
er	and As Agent and Attorney-in-Fact

WITNESS:

GRANTEE.

**Oneida** Nation

CORPORATE ACKNOWLEDGMENT

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

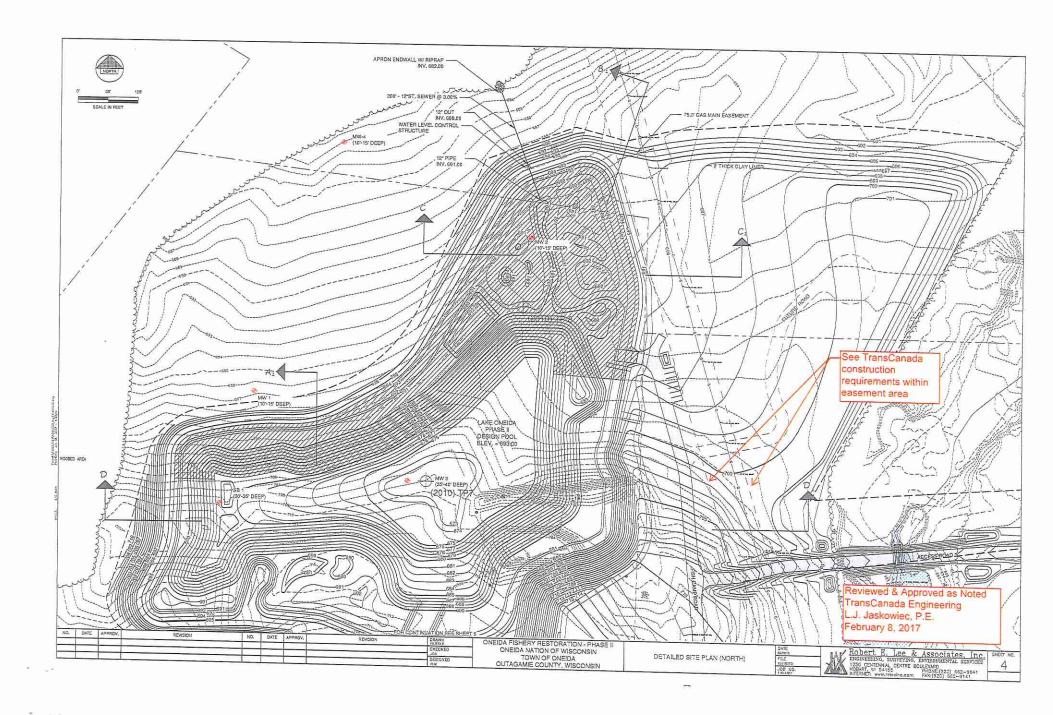
on this 2 and day of April

. 2017 before me, the subscriber, Alexander C. Osborne, Manager, Land Management and as Agent and Attorney-in-Fact for ANR Pipeline: Company personally

appeared and to me known to be the same person described in and who executed the within
Instrument, and he acknowledged to me that he executed the same
Notary Public
My Commission Expires: Time 19, 2019
MY COMMISSION EXPINESS
1000000000000000000000000000000000000
CORPORATE ACKNOWLEDGMENT
STATE OF WISCONSIN §
S KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF VINITED &
On this day of Child 2017 before me, the subscriber,
the for the Onalda Nation approved and
to me known to he the same person described in and who executed the within instrument, and he/she acknowledged to me that he/she executed the same ().
Colle College
Notary Public 2/22/
My Commission Expires: War 2011
f .

Place cross tellerence on margin of Instruments recorded in: Volume 938, Page 400, Doc. # 677555, and Journal 922, Image 22, Doc. # 732228 and both recorded at the Quiagamle County Radister's office

This instrument prepared by ANR Pipeline Company, Larry Huber 700 Louislana Street, Houston TX: 77002



Special Project No.: Lake Oneida Project Line List No.: 237-09-262, 237-09-266

# PRELIMINARY WORK AGREEMENT

Authorizing ANR Pipeline Company to provide the necessary inspection to accommodate owners various encroachments affecting our easement and pipelines in order to facilitate protection of its pipeline facilities.

This Agreement made this 3rd day of April , 2017, by and between ANR Pipeline Company (hereinafter referred to as ANR) having its principal office at 700 Louisiana Street, Houston, Texas 77002 and Oneida Nation, (hereinafter referred to as OWNER/DEVELOPER) having their mailing address at P. O. Box 365, Oneida, WI 54155; and

WHEREAS, OWNER/DEVELOPER has proposed plans to improve lands in Outagamie County, Wisconsin, resulting in a possible conflict with ANR's existing pipeline facilities; and

WHEREAS, OWNER/DEVELOPER is desirous of having ANR perform certain preliminary work and construction monitoring in accordance with the provisions of this Agreement.

NOW, THEREFORE, both parties agree as follows:

- 1. ANR agrees to perform the necessary preliminary survey and construction monitoring in order to protect its pipeline facilities.
- ANR, upon the request of OWNER/DEVELOPER, agrees to field verification of the location of its existing pipeline facilities to accommodate the plans of OWNER/DEVELOPER and/or what requirements OWNER/DEVELOPER must make in order protect ANR's existing pipelines and other facilities and appliances appurtenant thereto.
- 3. OWNER/DEVELOPER agrees that prior to commencement of ANR's preliminary survey and cost estimate, it will deposit with ANR a certified check in the amount of Eight Hundred and no/100 dollars (\$800.00) to cover the cost of the preliminary survey, construction monitoring and supply cost.

PRELIMINARY WORK AGREEMENT Lake Oneida Project Page 2

- Upon completion of the work by ANR and the accumulation of the total cost and expenses, the unexpended balance, if any, shall be returned to OWNER/DEVELOPER. If the sum advanced by OWNER/DEVELOPER to ANR is insufficient to pay for the actual costs and expenses of the work, then OWNER/DEVELOPER shall pay to ANR such additional sum as necessary to complete said work, within 45 days upon being furnished by ANR with a statement of the amount over and above the estimated cost.
- Any additions or modifications in the design of OWNER/DEVELOPER's proposed plans submitted after the date of this contract causing ANR to further alter or modify its pipeline and other facilities and appliances appurtenant thereto shall be at the expense of OWNER/DEVELOPER, its successors and assigns, and shall be preformed only after a new or amended agreement is executed.

IN WITNESS WHEREOF, the parties hereunder have caused this contract to be executed as of the day and year first above written.

witness:	OWNER/DEVELOPER:
all agas	Onelda Natjon  By: J. J. L.
Colonia reboturos Mariy y	Title: Cov. Payant Munager
WITNESS:	ANR PIPELINE COMPANY
Many Parament	By: 1 C alloma
Naney Baloonese	Alon Caborne Title: Mounger, Land Moungemen

This instrument prepared by:

ANR Ploeline Company Land Management W 8925 Pipeline Lane, Eden, WI 53019