

City of Kaukauna

Board of Public Works March 18, 2024

jn/engr dept

Agenda Item #2b

Heart of the Valley Metropolitan Sewerage District (HOVMSD) Memorandum of Understanding (MOU) for the Interceptor Rehabilitation Project

Background

As previously discussed, HOVMSD has requested Memorandum of Understanding with each municipal and some private entities that will be affected by the upcoming Interceptor Rehabilitation project. This board has seen a few previous versions of this MOU. I will go over a few changes to this latest version and look for authorization to enter into the agreement.

Staff Recommendation

Authorize the Mayor and Clerk to sign a Memorandum of Understanding with HOVMSD for the Interceptor Rehabilitation Project.

MEMORANDUM of UNDERSTANDING
Interceptor System Rehabilitation
Heart of the Valley Metropolitan Sewerage District

This **Memorandum of Understanding (MoU)** is entered into by and between the **Heart of the Valley Metropolitan Sewerage District (District)** and the **City of Kaukauna (City)** as of the latest date identified below.

Summary of Topics

- A. Recitals background, need and general description of Work

- B. Terms
 - 1. Authority **Wisconsin Statutes § 66.0301 (2)**
 - 2. the Rehabilitation Project
 - a. Work Start
 - b. Work Areas - General
 - c. Work Areas - related to **City**
 - d. **Contract Documents (Plan Drawings and Specifications)**
 - 1) Schedule / Duration
 - 2) Indemnification
 - e. Operation, Maintenance, and Repairs
 - f. Project Costs
 - g. Flow / Load Data and Invoices during Construction
 - h. No Special Assessments
 - i. Construction / Coordination
 - j. Quality Control and Construction Documentation
 - k. Observation by **City**
 - l. Indemnification
 - m. Ownership of Infrastructure
 - n. Liens
 - 3. Term
 - 4. Miscellaneous
 - a. No Waiver
 - b. Amendment
 - c. Assignment
 - 5. Signatures / Execution

A. Recitals

1. The **District** owns and operates **sewerage infrastructure** that includes a gravity interceptor sewer system and wastewater treatment facility. The interceptor system (**Exhibit A1**) generally follows the **Fox River**, canals, locks and levee systems. The infrastructure provides critical service to the residents and businesses in the **Member Communities**.
2. The interceptor system (reinforced concrete mains and structures) are being deteriorated from Microbial Induced Corrosion (MIC). The MIC is resulting primarily from elevated "nutrient" loads in the wastewater. The MIC cannot be effectively stopped.
3. The infrastructure must be repaired and protected with cured-in-place pipe (CIPP) lining and coating systems. "Doing Nothing" is not a reasonable solution and will only postpone future more expensive repairs.
4. The Work must be coordinated between the **District, Member Communities** and public / private parties. Key construction activities generally include but are not limited to a) diverting wastewater flow through bypass pumping lines (land and marine) and b) both marine and traditional vehicle access to the Work areas.
5. The following summarizes key communication dates that shared narrative descriptions, plan / working drawings and Work concepts leading to teleconferences and in-person working meeting(s). These ideas were collectively incorporated into the **Contract Documents**.
 - a. **2021** 01/05, 01/07, 01/15, 01/25, 02/17, 03/25, 04/05, 04/25, 05/09, 06/29, 06/30, 08/19, 08/22, 08/23, 08/30, 10/26, 10/28, 11/03, 11/04, 12/18
 - b. **2022** 01/05, 01/25, 02/17, 04/05, 05/09, 06/29, 08/19, 08/22, 08/23, 08/30, 10/26, 11/04
 - c. **2023** 05/17, 08/09, 08/22, 11/02

B. Terms

NOW, THEREFORE, in consideration of the above recitals, and for other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the **Parties** agree as follows:

1. **Authority.** The **Parties** have authority to enter into this **MoU** under **Wisconsin Statutes § 66.0301 (2)**.

2. **The Rehabilitation Project.** The **Parties** identify their understanding that the **District** may proceed with the Project in Work areas by and between the subject **Parties** based on the following **terms**:
 - a. **Work Start.** The Rehabilitation Project may not begin in **City** properties (not including public rights of way and easements) until on or after the respective **Parties** execute this **MoU** or as the **Parties** otherwise agree.
 - b. **Work Areas - General.** The Work areas are recognized as temporary limited construction easements (**TLE**) and are subject to common law. The **TLE** related to this Project expire when the project reaches "final completion." The proposed rehabilitation will directly affect the **City** as the **District** performs the following general Work:
 - 1) Drawing **exhibits B** generally identify the Work Areas and construction activities in the **City's** corporate limits, and that affect the **Member Communities** and public / private parties.
 - 2) In general the Work will be performed within existing rights of way, easements (including **TLE**) and on public lands / waters of the **State**.
 - 3) The following generally summarizes typical construction activities that may affect the **City, Member Communities** and public / private parties:
 - a) marine / shoreline access
 - b) conventional land vehicle access
 - c) bypass / divert wastewater flows (bypass pump) both marine and land
 - d) staging / storage equipment and materials
 - e) excavation / grading related to vehicle access and structures
 - f) cured in place pipe liner (CIPP)
 - g) protective coat structure interior surfaces
 - h) reconstruct / modify / replace structures
 - i) restore Work areas
 - c. **Work Areas - related to City.** The following generally describes construction activities that affect the **City**.
 - 1) **vehicle / truck routes.** **Exhibit B.1** identifies required construction vehicle routes that generally include:
 - a) public rights of way
 - b) easements of record
 - c) **East Tobacnoir and Augustine** to **ms 6**
 - d) **Elm Street**
 - e) **Gertrude Street**
 - f) **Island Street**
 - g) **Kaukauna Street** to **ms 10**
 - h) **Lawe Street / Crooks Avenue** **sth 55**
 - i) **Main Avenue** to **Kaukauna Utility power raceway**
 - j) **River Street** to **Riverside Park**
 - k) **Thilmany Road**

- l) **West Hyland** cth OO
- m) **West Wisconsin Avenue**

2) **marine / shoreland access**

- a) permanent **shoreline / river bank access points** will be constructed to provide vehicle access onto barge platforms. The Contractor selected **Riverside Park** during the public bidding process.
 - A sheet pile wall will be constructed at the water's edge. The wall will allow vehicles to drive onto barge platforms. A metal railing will be installed on the wall after construction is complete. The **City** will be included in the submittal review and approval process of the railing.
 - The bank slopes will be graded to accommodate vehicles.
 - A breaker run driving surface will be installed at the shoreline staging area and launch site.
- b) **Central Park (n / a)**
- c) **Riverside Park (exhibits B.2c)**
 - Vehicle traffic will access the **Riverside Park - Fox River** bank (staging / launch site) from the **West Wisconsin** and **River Street** rights of way.
 - The staging area and launch site will be surrounded with a gated security fence during construction.
 - The public will continue to access the boat launch / parking using existing pavement.
 - The pile wall will be parallel to and offset behind the existing walkway wall. This will accommodate a future walkway / mezzanine that matches the existing structure.
- d) **Fox River Bypass (exhibit B.2d)**
 - Wastewater flows will be diverted / **bypass pumped** during construction. Bypass lines will be installed in the canals, locks, **Fox River** and several land routes.
 - Bypass route sites generally include the **Fox River, Kaukauna Lock 1, Elm / Thilmany Roads** and **Ahlstrom Munksjö** property.
- e) **Meter Station 10 (Kaukauna Street) (exhibit B.2e)**
 - wastewater will be pumped from **City** manhole **10B** (by **ms 10**).
 - the electric pumps will be served from a new temporary **Kaukauna Utility** 3-phase service line.
- f) **West Wisconsin River Walkway (exhibit B.2f)**
 - Bypass pump equipment will be located at **manhole 9**. Bypass pump lines will be located along the **Kaukauna Lock System (Fox River Navigational System Authority - FRNSA)**. It is expected the equipment would be installed from the water (barge access). Vehicle traffic will be limited on the walkway.
 - wastewater will be pumped using electric equipment

- g) **Meter Station 5S (Elm Street) and 5N (Thilmany Road)** bypass diversion (exhibit B.2g)
 - wastewater from meter stations 5S and 5N will be bypass pumped under **Thilmany Road** and the **Ahlstrom** rail spur lines (west of **ms 5N**). **Canadian National** operates on **Ahlstrom's** rail lines.
 - wastewater will be pumped from **ms 5S** along **Elm Street** to **ms 5N**
 - wastewater will be pumped from **City** manhole **6B** (west of **ms 5N**). The **Contract Documents** require the Contractor to neatly cut out the top of the exposed CIPP at mh **6B**. A **City** Contractor CIPP previously lined through the structure and did not reinstate the manhole.
 - wastewater will be pumped using electric equipment
 - h) **Meter Station 6 (Augustine)** (exhibit B.2h.1)
 - the **ms 6** vault is on the **City's Augustine** pump station property.
 - wastewater will be pumped from the upstream manhole (at **Augustine**). The pump will connect to and discharge through existing **City** pump station forcemain yard piping.
 - the **City** requested the **District** installing a protective coating system in the **City** pump station wetwell (exhibit B.2h.2) through the **District contract**. The wetwell is also experiencing MIC.
 - wastewater will be pumped using diesel / genset equipment
 - i) **CIPP liner.** Exhibits B.2d and B.2i identify the CIPP lining Work. The liners will generally be installed from **mh1** to **mh15**.
 - j) **structure modifications and rehabilitation.** Exhibits B.2d and B.2i identify the **mh3** and **4** modifications and **mh1- 16** interior rehabilitation sites.
- 4) **general**
- a) **Staging / storage** areas (**Riverside** and **Ahlstrom**) will be used for Contractor equipment and construction materials. The Contractor will install gated security fences around the **Riverside Park** work site. The Contractor will restore the work sites to preconstruction condition.
 - b) Some of the Work will be completed in existing public **rights of way** / easements of record.
 - c) The City requires a "no fee right of way permit" for work performed in public rights of way.
- d. **Contract Documents (Plan Drawings and Specifications)**. The Project incorporates applicable **District** standards and specifications, and applicable provisions of state, federal, and local law. Reference **Exhibits B.2** for related **Plan Drawings**.
- 1) **Schedule / Duration.** The **Specifications** (including **Agreement - 00520**) identify all project Work must be substantially complete by **September 30, 2025**. **Section 01326** requires the Contractor to provide and maintain a reasonable schedule to complete the various Work items. **Exhibits B.3a** identify the

Contractor's proposed preliminary schedule. The Contractor will provide required detailed schedules at the preconstruction conference (estimated end 1st quarter 2024). Exhibit B.3b includes applicable parts of Sections 01110 subsections 2.04 and 2.05 F.3.d and 01326 subsection 2.05. Exhibits B.3a identifies key Work areas.

The City will approve the Work schedule related to Riverside Park.

- 2) **Indemnification**
 - a) The Contract Documents (Agreement - 00520, General - 00700 and Supplementary Conditions of the Contract Documents - 00800) require the Contractor indemnifies, defends, and hold harmless the Parties, and their respective officers, agents, employees, and insurers.
 - b) The Contract Documents require that the Contractor's Certificates of Insurance name the District and Kaukauna, and their respective officers, agents, employees, and insurers as additional insureds. Exhibit B.4 (Certificate of Insurance and Endorsement) identifies the City as an additional insured.
 - 3) The Contract Documents generally require restoring work areas to preconstruction condition.
- e. **Operation, Maintenance, and Repairs.** The Contract Documents require warranties from the Contractor. The warranties apply to all Work completed through the Contract. Warranties are in effect for two (2) years from the date of Substantial Completion.
- f. **Project Costs.** All costs of the Project will be the responsibility of the District including but not limited to:
- 1) construction and site restoration
 - 2) Riverside Park
 - a) the City requested that the District Contractor not perform pavement restoration Work at this site. The Contractor selected this site during Public Bidding.
 - b) The City prefers receiving a pro-rated share of River Street ("payment in lieu") from the District. The compensation value is based on pre-existing conditions. The City intends to apply the "payment in lieu" to upcoming roadway pavement improvements at the Park.
 - c) Exhibits B.2c identify the Contractor is required to protect existing parking lot pavement. The Contractor's equipment will not be driving directly on existing paved surfaces at the marine access area. The protective aggregate surfaces will be removed when the Work is complete. The parking lot will be restored to pre-existing or better condition.
 - d) Three (3) deciduous trees will be removed in the Work area. The District is compensating the City for three (3) trees.

- e) The Value of the "payment in lieu" is \$7,500 dollars. The **District** will pay the **City** when this **MoU** is executed by the respective **Parties**.
- 3) **West Wisconsin / Chamber of Commerce** river walkway.
- a) The Contractor will access **mh9** and **10** and related bypass pump equipment from the **West Wisconsin** asphalt pavement river walkway.
 - b) The **District** will compensate the **City** through a "payment in lieu". The **City** will use the "payment in lieu" to full-depth pulverize, regrade and repave the walkway. The pavement area includes approximately 510 square yards (460 clf x 10 wide).
 - c) The project includes a breaker run tracking / access pad at the curb / sidewalk area. The sidewalk area includes approximately 15 square yards of concrete sidewalk (6").
 - d) The Value of the "payment in lieu" is 31,300 dollars (3,000 sidewalk, 28,100 asphalt). The **District** will pay the **City** when this **MoU** is executed by the respective **Parties**.
- 4) **Meter Station 6 (Augustine pump station wetwell)**. The **City** is responsible for all related costs including but not limited to planning, design and construction.
- a) The value of planning and design services (\$10,670) is included in **Strategic Municipal Service's (Strategic) amendment no. 1**. The **City** will reimburse the **District** within thirty (30) calendar days after receiving the **District** invoice.
 - b) **Exhibit B.5c (Bid Form 00400 - 35)** identifies the bid value of construction related items (\$ 76,800 dollars). The **District** will invoice the **City** within thirty (30) calendar days after paying Contractor related invoice items. The **City** will reimburse the **District** within thirty (30) calendar days after receiving the **District** invoice.
- g. **Flow / Load Data and Invoices for wastewater services during Construction**
- 1) The **District** shall invoice the **Member Communities** following routine past practices.
 - 2) Invoices shall generally be estimated and based on present day measurements and / or **2020 - 2023** historical records ("records" - flow and loads) when wastewater is diverted around meter stations during construction.
 - 3) when meter stations are removed from service during construction
 - a) **flow** shall be based on construction bypass pump mag meters and / or **2020 - 2023** historical laser meter flow records. The estimates shall incorporate the effects of observed historical precipitation, historical records and their effect on flow.
 - b) **load parameters** shall be based on **1)** actual and / or **2)** **2020 - 2023** historical load records
- h. **No Special Assessments**. The **District** agrees that it will not impose any special assessments on the **City** or their residents for costs related to the Project.

i. **Construction / Coordination**

- 1) **Meetings.** The **District** will permit the **City** to participate in the preconstruction conference and construction progress meetings. Key topics will generally include construction activities, sequences, schedules, and duration.
- 2) **Notice to **District**.** The **City** will communicate with the **District** in advance of performing any operations and maintenance activities with **City's** sewer system that would affect wastewater flows or related bypass pumping operations.

j. **Quality Control and Construction Documentation** will be performed through the **District**.

k. **Observation by **City****

- 1) The **City** and their agents may independently observe the Project work related to the **City**.
- 2) The **District** will correct any defects identified during observation (whether by the **City**, **District**, their agents or contractors, or otherwise) within thirty (30) calendar days of written notice of such defect by the **City**.

l. **Indemnification.** To the fullest extent permitted by law, the **Parties** will defend, indemnify, and hold each other and their respective officers, agents, employees, and insurers harmless, from and against all claims, losses, and damages of any kind (including reasonable attorneys' fees) arising from the acts or omissions of the indemnifying party, or any individual or entity acting on the indemnifying party's behalf, pertaining to the Project. Nothing herein abrogates the municipal liability exclusions and damage limitations identified in **§ 893.80 Wisconsin Statutes** which shall apply as a defense by each **Party** to all third-party claims, losses, and damages, including but not limited to reasonable attorney's fees, and also to all related or arising indemnification claims and obligations.

m. **Ownership of Infrastructure.** The **Parties** agree that ownership of the Interceptor System will not be affected by the Project. The **District** will continue to own, operate and maintain the Interceptor System.

n. **Liens.** The **District** will ensure that the Interceptor System, Work Area and related **City** property and funds remain free of liens related to the Project at all times.

3. **Term**

- a. This **MoU** will remain in effect on the **Parties** until the Rehabilitation Project is complete, or as the **Parties** mutually agree.

4. Miscellaneous

- a. **No Waiver.** No waiver of any provision of this **MoU** shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this **MoU** signed by both **Parties**, nor shall the waiver of any default under his **MoU** be deemed a waiver of any subsequent default or defaults of the same type.
- b. **Amendment.** This **MoU** may be amended only by a written amendment approved and executed by both **Parties**.
- c. **Assignment.** The **Parties** agree that this **MoU** is solely between the subject **Parties**. The **MoU** is not assignable to any third or other parties.

COPY

5. Signatures / Execution

Dated this _____ day of _____, 2024.

HEART of the VALLEY METROPOLITAN SEWERAGE DISTRICT

by: _____

David J. Casper
President

attest: _____

Brian Helminger
District Director

Dated this _____ day of _____, 2024.

CITY of KAUKAUNA

by: _____

Anthony J. Penterman
Mayor

attest: _____

Sally Kenney
City Clerk

prepared by Strategic Municipal Services, Inc.
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EXHIBITS

Exhibit A
INTERCEPTOR SYSTEM

Strategic Municipal Services, Inc.

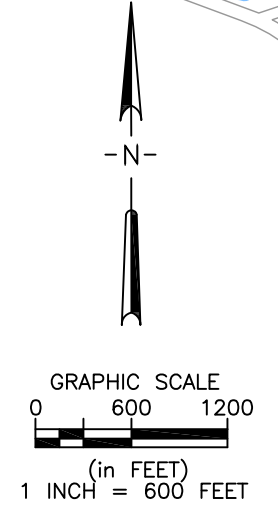
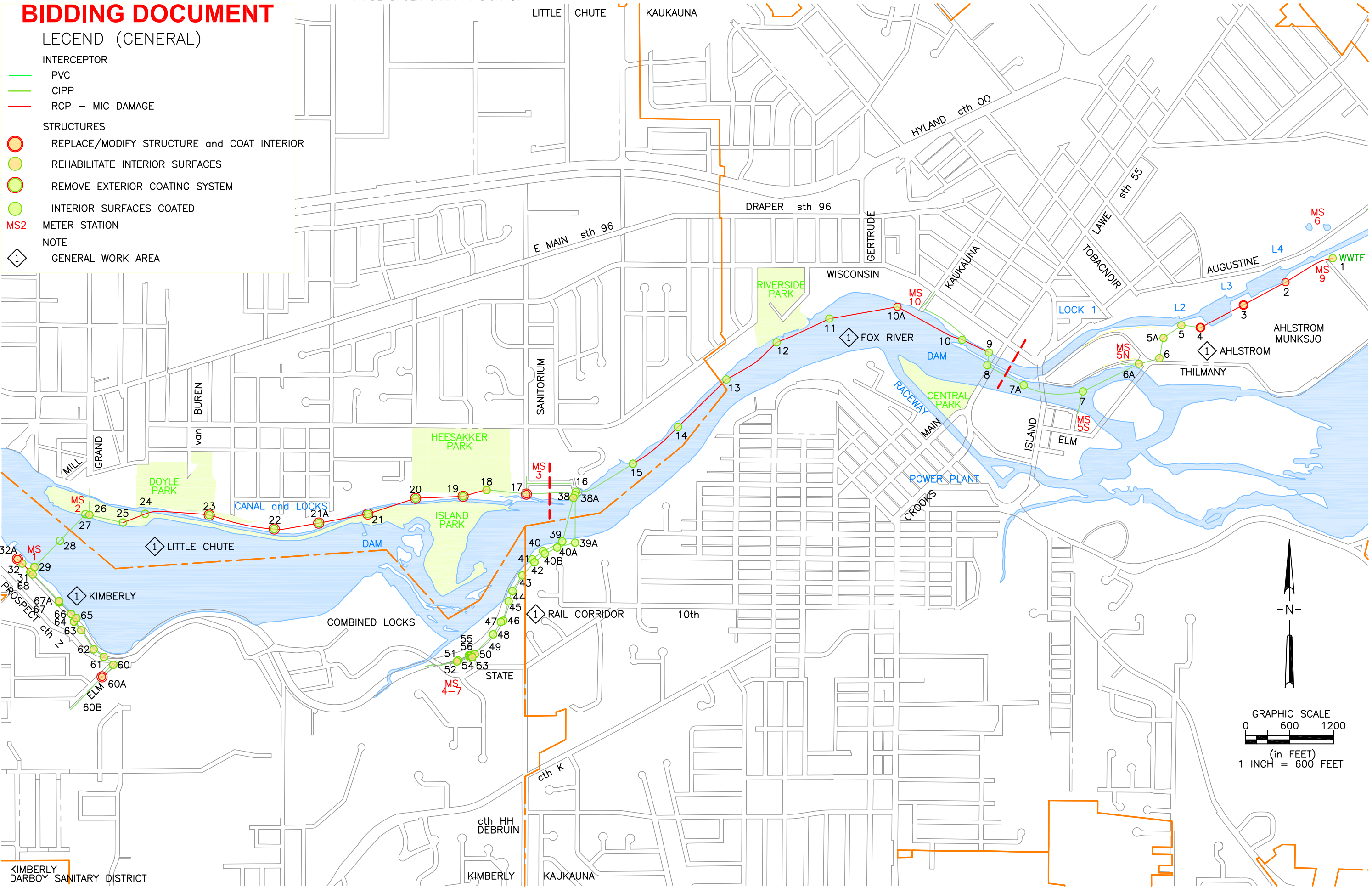
SMS

BIDDING DOCUMENT

LEGEND (GENERAL)

- INTERCEPTOR**
- PVC
 - CIPP
 - RCP - MIC DAMAGE
- STRUCTURES**
- REPLACE/MODIFY STRUCTURE and COAT INTERIOR
 - REHABILITATE INTERIOR SURFACES
 - REMOVE EXTERIOR COATING SYSTEM
 - INTERIOR SURFACES COATED
- MS2** METER STATION
- NOTE**
- 1 GENERAL WORK AREA

VANDEBROEK SANITARY DISTRICT



ORTHO PHOTO: N/A

KIMBERLY DARBOY SANITARY DISTRICT

	PROJECT NO. 10085	DATE: MAR 2023	SCALE: 1" = 600'	
F.B. 0 01	DRAWN BY: SMS	CHECKED BY: SMS	DATE: 03/19/23	PLUT TIME: 10:15
INTERCEPTOR SYSTEM REHABILITATION HEART OF THE VALLEY METROPOLITAN SEWERAGE DISTRICT				
3	G3	S	158	

SMS
 MUNICIPAL • INFRASTRUCTURE • PLANNING
 TRANSPORTATION • FINANCE
 4024 CH. D. PLYMOUTH, VI 53073
 (608) 893-3447
 STRATEGIC MUNICIPAL SERVICES, INC.

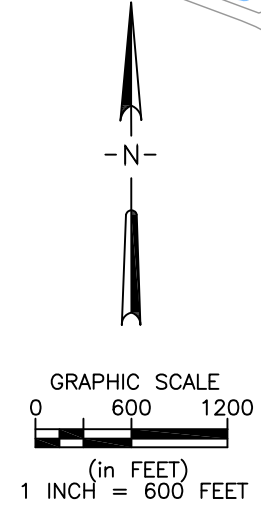
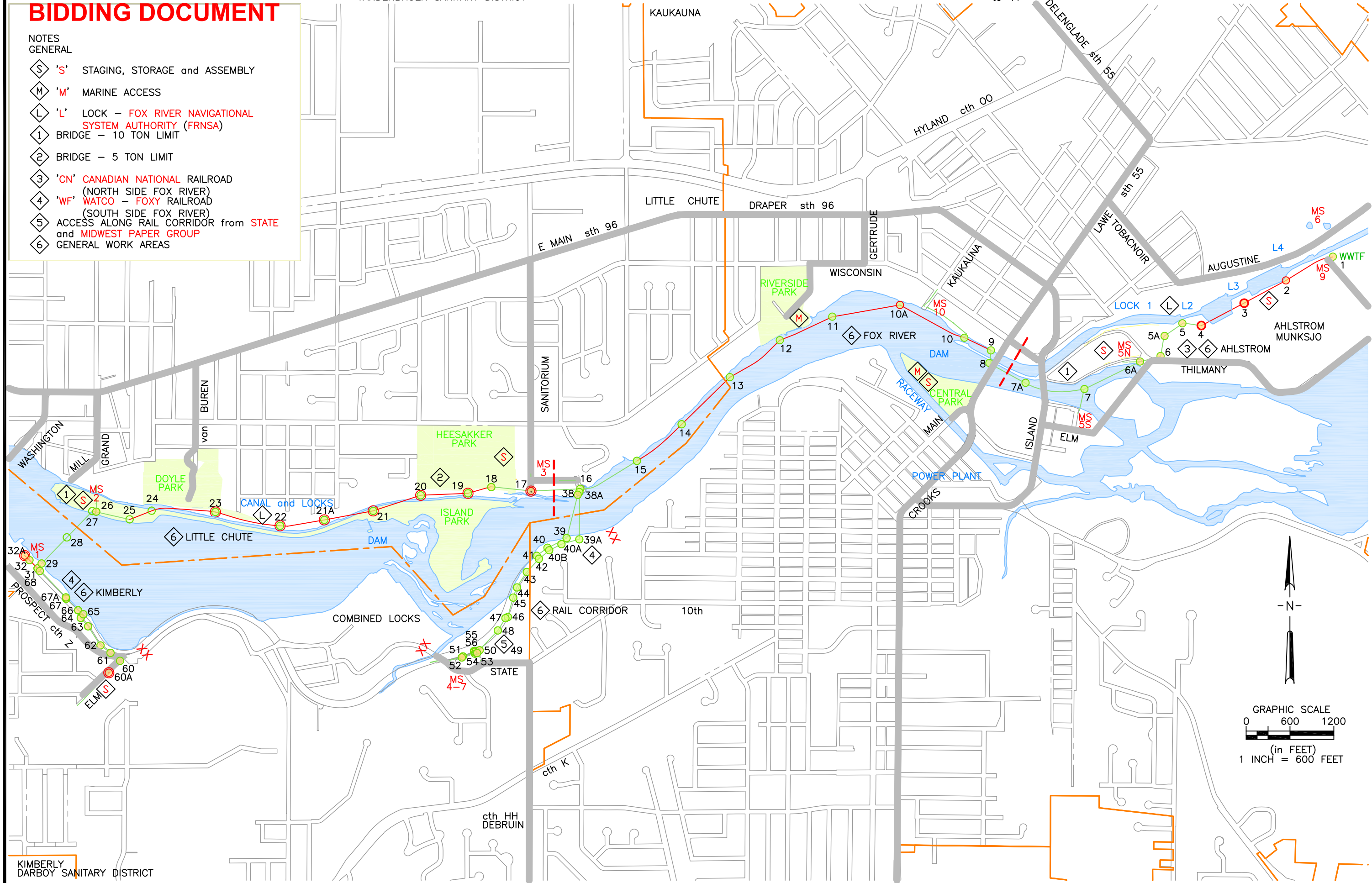
Exhibit B.1
ACCESS ROUTES
Construction Vehicles

BIDDING DOCUMENT

- NOTES GENERAL
- S 'S' STAGING, STORAGE and ASSEMBLY
 - M 'M' MARINE ACCESS
 - L 'L' LOCK - FOX RIVER NAVIGATIONAL SYSTEM AUTHORITY (FRNSA)
 - 1 BRIDGE - 10 TON LIMIT
 - 2 BRIDGE - 5 TON LIMIT
 - 3 'CN' CANADIAN NATIONAL RAILROAD (NORTH SIDE FOX RIVER)
 - 4 'WF' WATCO - FOXY RAILROAD (SOUTH SIDE FOX RIVER)
 - 5 ACCESS ALONG RAIL CORRIDOR from STATE and MIDWEST PAPER GROUP
 - 6 GENERAL WORK AREAS

VANDEBROEK SANITARY DISTRICT

to 41



ORTHOPHOTO: N/A

KIMBERLY DARBOY SANITARY DISTRICT

to 'CE'

to 'CE'

MUNICIPAL • INFRASTRUCTURE • PLANNING
TRANSPORTATION • FINANCE
118 HEAD AVENUE, PLYMOUTH, VT 05763
(802) 893-3417

NO.	DATE	REVISION

PROJECT NO: 10085
DATE: APR 2023
SCALE: 1" = 600'
(22x34")

F.S. 0 01
DRAWN BY: WGF
CHECKED BY: SMS

CAD FILE NO: A1
PLUT DATE: 04/25/23
PLUT TIME: 16:00

CONSTRUCTION ACCESS
INTERCEPTOR SYSTEM REHABILITATION
HEART OF THE VALLEY
METROPOLITAN SEWERAGE DISTRICT

FILE NO: A1
SHEET NO: 58

6

Exhibits B.2
WORK SITES

Exhibits B.2c
RIVERSIDE PARK
Work Sites

BIDDING DOCUMENT

NOTES GENERAL

- 1 MARINE ACCESS and SECURE STORAGE SITE
- 2 DO NOT USE PARK SITE to ASSEMBLE BYPASS LINES
- 3 WORK AREA LIMITS

STABILIZATION

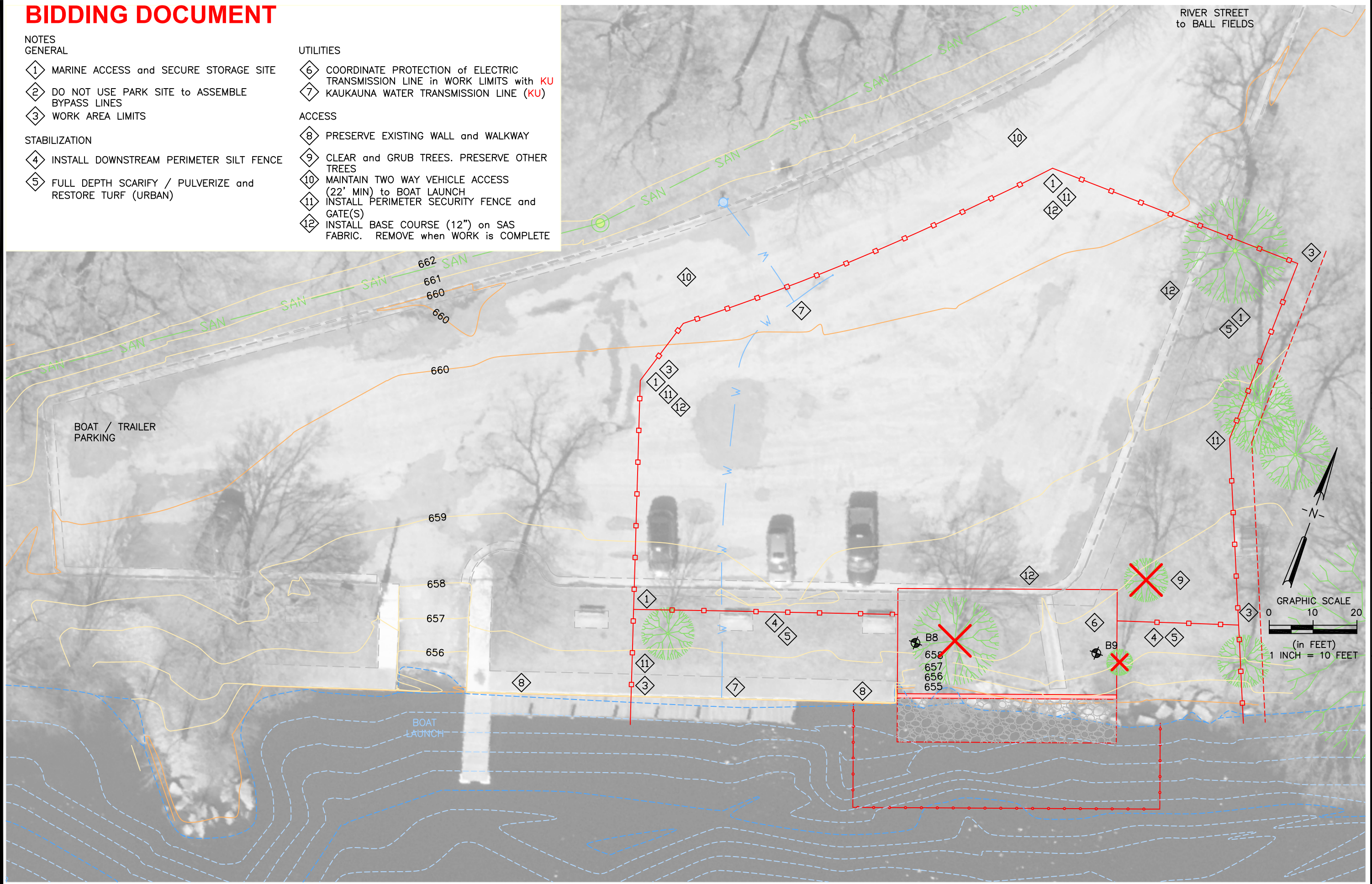
- 4 INSTALL DOWNSTREAM PERIMETER SILT FENCE
- 5 FULL DEPTH SCARIFY / PULVERIZE and RESTORE TURF (URBAN)

UTILITIES

- 6 COORDINATE PROTECTION of ELECTRIC TRANSMISSION LINE in WORK LIMITS with KU
- 7 KAUKAUNA WATER TRANSMISSION LINE (KU)

ACCESS

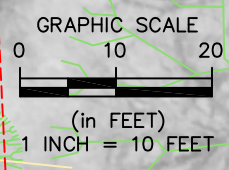
- 8 PRESERVE EXISTING WALL and WALKWAY
- 9 CLEAR and GRUB TREES. PRESERVE OTHER TREES
- 10 MAINTAIN TWO WAY VEHICLE ACCESS (22' MIN) to BOAT LAUNCH
- 11 INSTALL PERIMETER SECURITY FENCE and GATE(S)
- 12 INSTALL BASE COURSE (12") on SAS FABRIC. REMOVE when WORK is COMPLETE



RIVER STREET
to BALL FIELDS

BOAT / TRAILER
PARKING

BOAT
LAUNCH



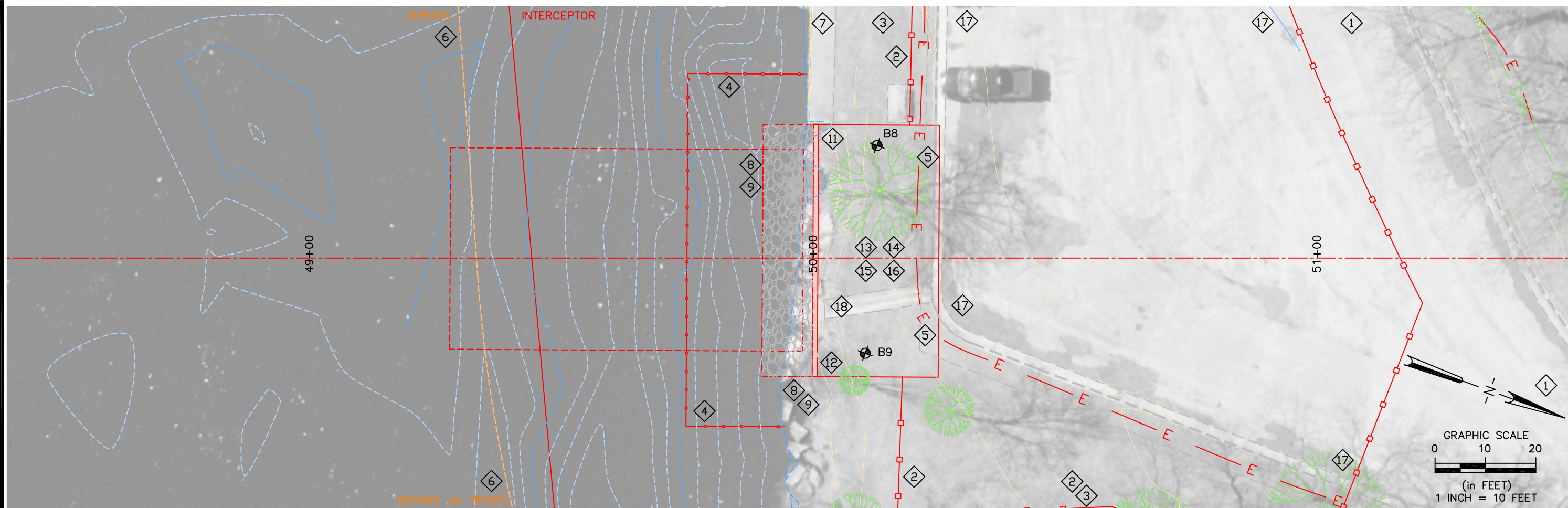
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PROJECT NO. 10065		DATE MAR 2023		SCALE 1" = 10' (25x34)	
BY	REVISION	DATE	NO.	DATE	NO.
DRAWN BY: VGF		CHECKED BY: SMS		DATE: 03/08/23	
PROJECT: RIVERSIDE PARK - MARINE ACCESS		DRAWN BY: VGF		DATE: 03/08/23	
PROJECT: INTERCEPTOR SYSTEM REHABILITATION		DRAWN BY: VGF		DATE: 03/08/23	
PROJECT: HEART OF THE VALLEY		DRAWN BY: VGF		DATE: 03/08/23	
PROJECT: METROPOLITAN SEWERAGE DISTRICT		DRAWN BY: VGF		DATE: 03/08/23	
SHEET 10 of 58		DRAWN BY: VGF		DATE: 03/08/23	

SMS
STRATEGIC MUNICIPAL SERVICES, INC.

MUNICIPAL • INFRASTRUCTURE • PLANNING
TRANSPORTATION • FINANCE
45254 4th St. Plymouth, VT 05075
802.895.3107

ORTHOPHOTO: S:\Communities\Dutagamie\HDVMSD\or-thophotos\gpi\101121 or-tho B\FoxRiver-14.tif



NOTES
GENERAL

- 1 MAINTAIN TWO WAY VEHICLE ACCESS to BOAT LAUNCH
- 2 INSTALL PERIMETER SILT FENCE
- 3 FULL DEPTH SCARIFY / PULVERIZE and RESTORE TURF (URBAN)
- 4 INSTALL and MAINTAIN SILT CURTAIN during EXCAVATION and DREDGING

MARINE ACCESS

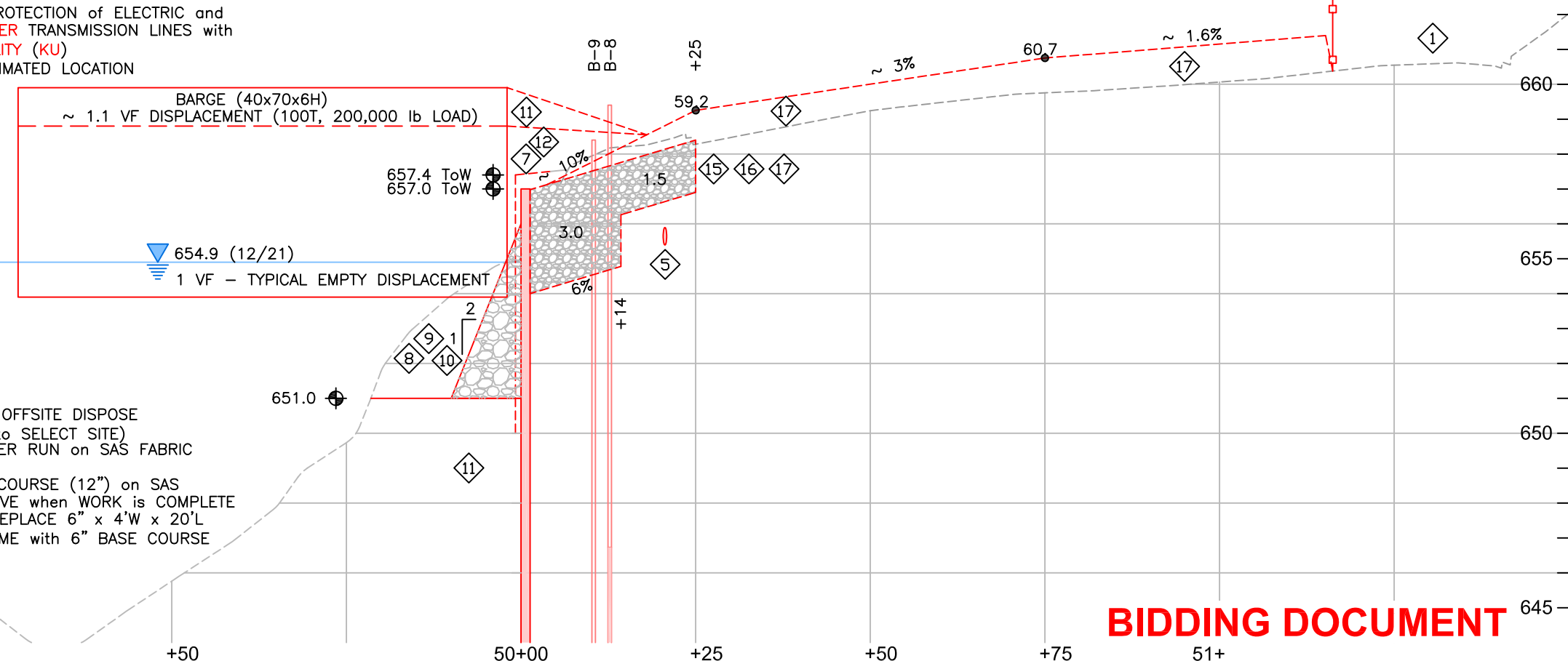
- 7 PRESERVE EXISTING WALL and WALKWAY
- 8 REMOVE, STOCKPILE and REINSTALL RIPRAP
- 9 INSTALL RIPRAP ALONG WALL FACE after MARINE ACCESS ACTIVITIES are COMPLETE
- 10 DREDGE and DISPOSE at OFFSITE UPLAND LOCATION (CONTRACTOR to SELECT SITE)
- 11 INSTALL BULKHEAD WALL SYSTEM w "C" CAP. OFFSET FACE 1' BEHIND EXISTING WALL
- 12 INSTALL RAILING SYSTEM after MARINE ACCESS ACTIVITIES are COMPLETE
- 13 NO LOADS > 10 T CLOSER than 10' from WALL FACE
- 14 INSTALL PLATES / PADS to DISTRIBUTE LOADS

UTILITIES

- 5 COORDINATE PROTECTION of ELECTRIC and KAUKAUNA WATER TRANSMISSION LINES with KAUKAUNA UTILITY (KU)
- 6 BYPASS - ESTIMATED LOCATION

ACCESS

- 15 EXCAVATE and OFFSITE DISPOSE (CONTRACTOR to SELECT SITE)
- 16 INSTALL BREAKER RUN on SAS FABRIC
- 17 INSTALL BASE COURSE (12") on SAS FABRIC. REMOVE when WORK is COMPLETE
- 18 REMOVE and REPLACE 6" x 4'W x 20'L CONCRETE FLUME with 6" BASE COURSE



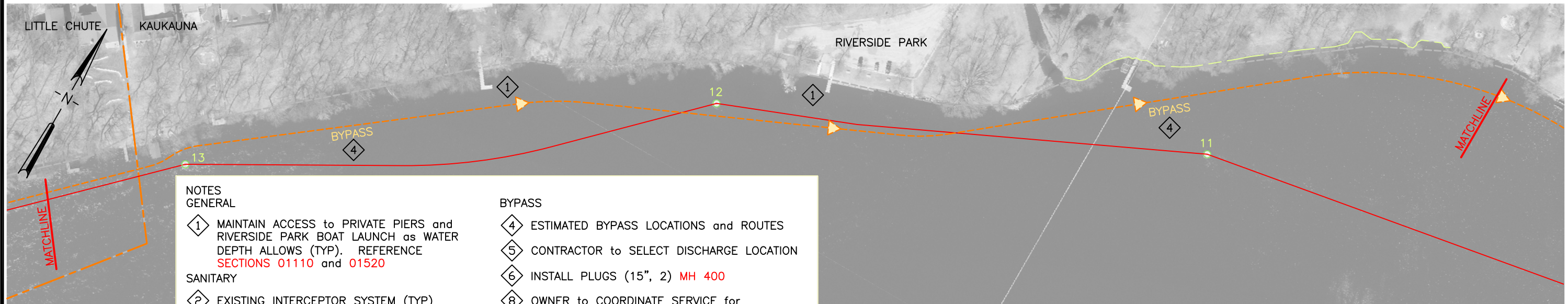
BIDDING DOCUMENT

NO.	DATE	REVISION	BY
1	MAR 2023		

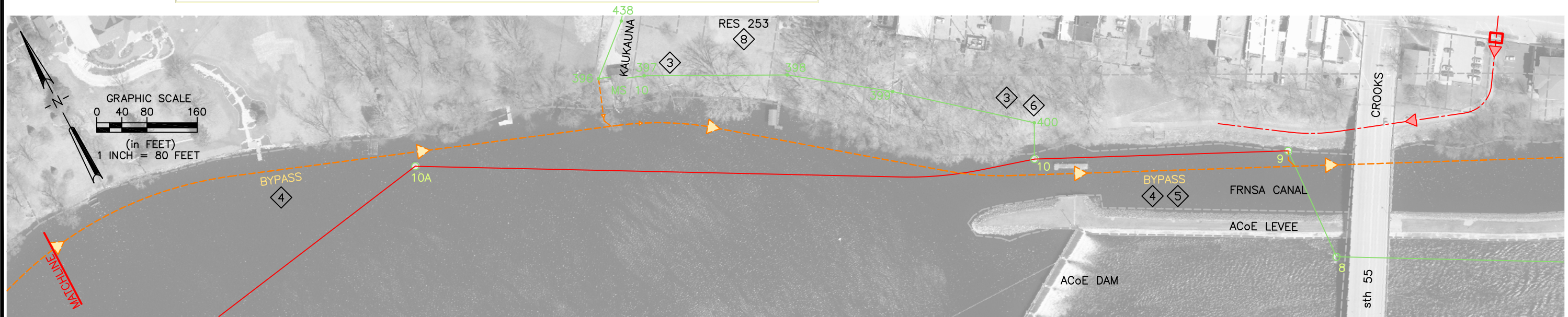
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FILE NO.	A6	DATE	03/09/23	DATE	09/50
RIVERSIDE PARK - MARINE ACCESS					
INTERCEPTOR SYSTEM REHABILITATION					
HEART OF THE VALLEY					
METROPOLITAN SEWERAGE DISTRICT					
SHEET	A6				
OF	58				

Exhibits B.2d
**BYPASS WASTEWATER
FOX RIVER
Work Sites**

ORTHOPHOTO: S:\COMMUNITIES\OUTAGAMI S:\COMMUNITIES\OUTAGAMI\HOVMSD\orthophotos\gpi\gpi x 6\Geo_TIFF\FoxRiver-14, 15, 16, 22, 23, 24, 25 x6



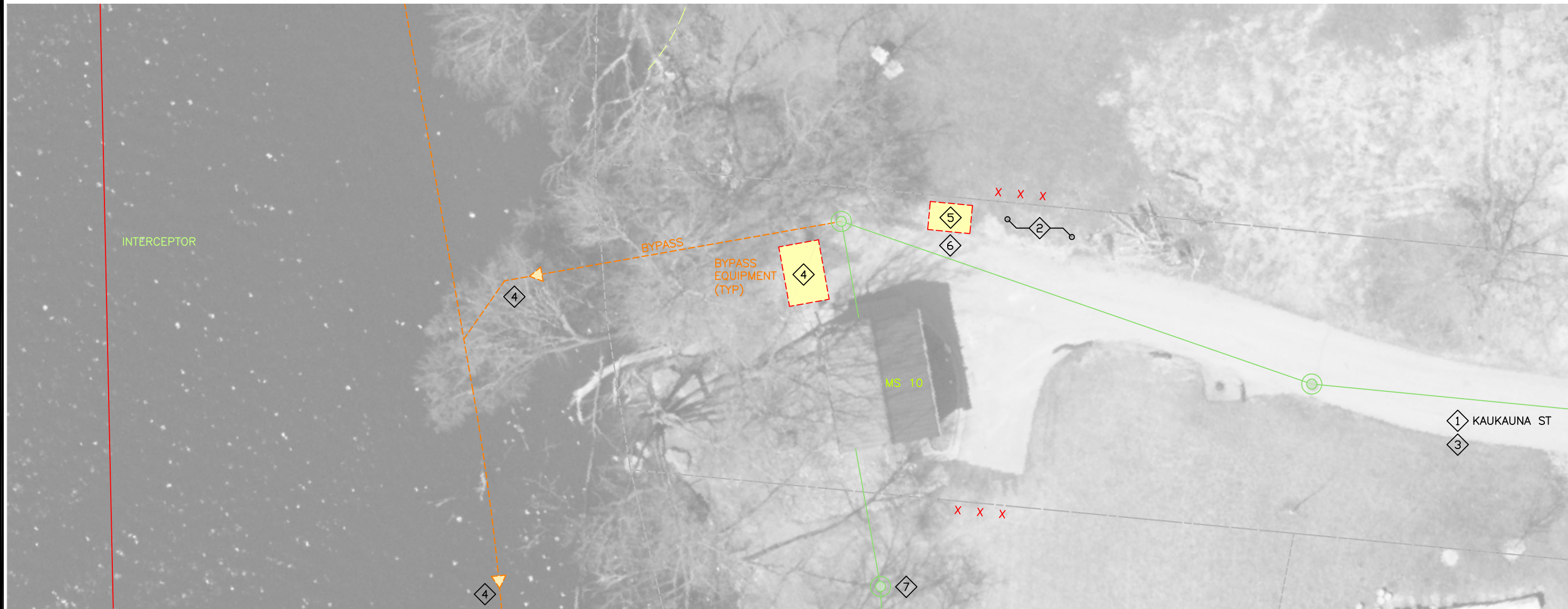
- NOTES GENERAL**
- ① MAINTAIN ACCESS to PRIVATE PIERS and RIVERSIDE PARK BOAT LAUNCH as WATER DEPTH ALLOWS (TYP). REFERENCE SECTIONS 01110 and 01520
 - ② EXISTING INTERCEPTOR SYSTEM (TYP)
 - ③ KAUKAUNA TRUNK SEWER
- BYPASS**
- ④ ESTIMATED BYPASS LOCATIONS and ROUTES
 - ⑤ CONTRACTOR to SELECT DISCHARGE LOCATION
 - ⑥ INSTALL PLUGS (15", 2) MH 400
 - ⑧ OWNER to COORDINATE SERVICE for RESIDENCE 253 WEST WISCONSIN



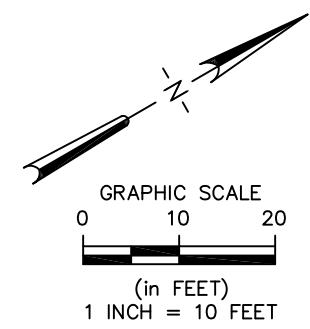
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DATE: 03/04/23		DATE: 12/20		PROJECT NO. 10065	
PLUT DATE: 03/04/23		PLUT TIME: 12:20		PROJECT NO. 10065	
FILE NO. B10		SHEET 1		SHEET 58	
FOX RIVER		HEART of the VALLEY METROPOLITAN SEWERAGE DISTRICT		OUTAGAMI COUNTY	
MUNICIPAL • INFRASTRUCTURE • PLANNING		TRANSPORTATION • FINANCE		SMS STRATEGIC MUNICIPAL SERVICES, INC.	
W2524 CH. D. Plymouth, VT 05073		©2023 SMS		888-895-3447	

Exhibits B.2e
**BYPASS WASTEWATER
FOX RIVER - METER STATION 10
Work Sites**



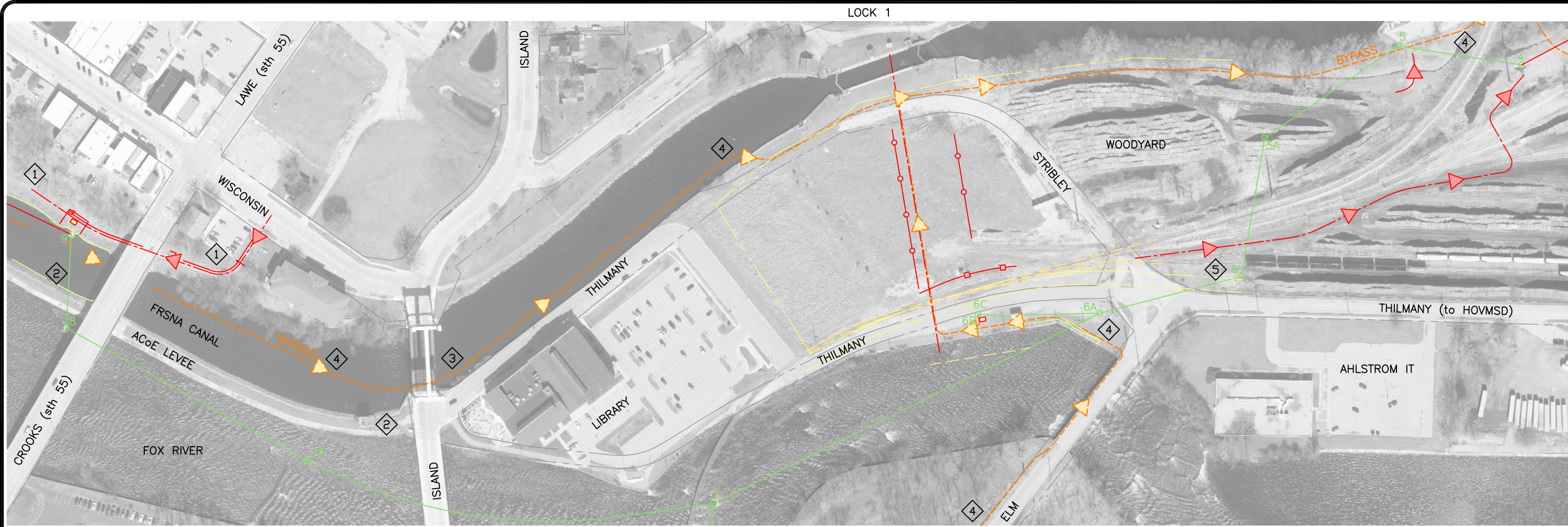
- NOTES
GENERAL
- ① MAINTAIN **KAUKAUNA STREET** TRAFFIC
- STABILIZATION
- ② FULL DEPTH SCARIFY / PULVERIZE and RESTORE TURF in WORK LIMITS
- BYPASS
- ③ STAGING / STORAGE WORK LIMITS (RIGHT of WAY)
 - ④ ESTIMATED BYPASS LOCATIONS and ROUTES
 - ⑤ PRIMARY 3-PHASE ELECTRIC SERVICE by **KU**
 - ⑥ ELECTRIC SERVICE (SECONDARY) by CONTRACTOR. REFERENCE **SECTION 01010** OWNER to COORDINATE SERVICE for RESIDENCE **253 WEST WISCONSIN**
 - ⑦



BIDDING DOCUMENT

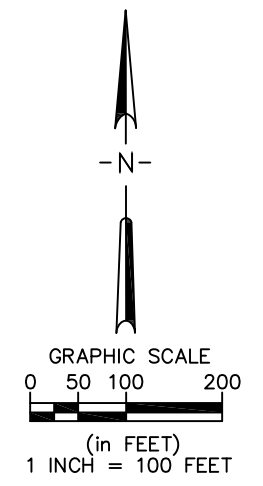
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DATE	BY	REVISION	DATE	BY	REVISION
FOX RIVER - METER STATION 10 INTERCEPTOR SYSTEM REHABILITATION HEART of the VALLEY METROPOLITAN SEWERAGE DISTRICT					
FILE #	SHEET	MUNICIPAL • INFRASTRUCTURE • PLANNING TRANSPORTATION • FINANCE SMS STRATEGIC MUNICIPAL SERVICES, INC. 45224 4th St., Plymouth, VT 05073 TEL: 802-895-3177			
B11	42 of 58				

Exhibits B.2f
**BYPASS WASTEWATER
FOX RIVER - MANHOLE 9
Work Sites**



NOTES

- ACCESS**
- ① KAUKAUNA WALKING PATH. SERVICE VEHICLES ONLY. STRADDLE WHEELS on PATH CENTER
 - ② ARMY CORPS of ENGINEERS (ACoE) LEVEE - LOCKED GATE ACCESS
 - ③ MEMORIAL LIFT BRIDGE (OPERABLE)
- BYPASS**
- ④ ESTIMATED BYPASS LOCATIONS and ROUTES
 - ⑤ COORDINATE MH6 REHABILITATION WITH AHLSTROM IT. INSTALL PLUGS (8", 2) WHEN PERFORMING WORK

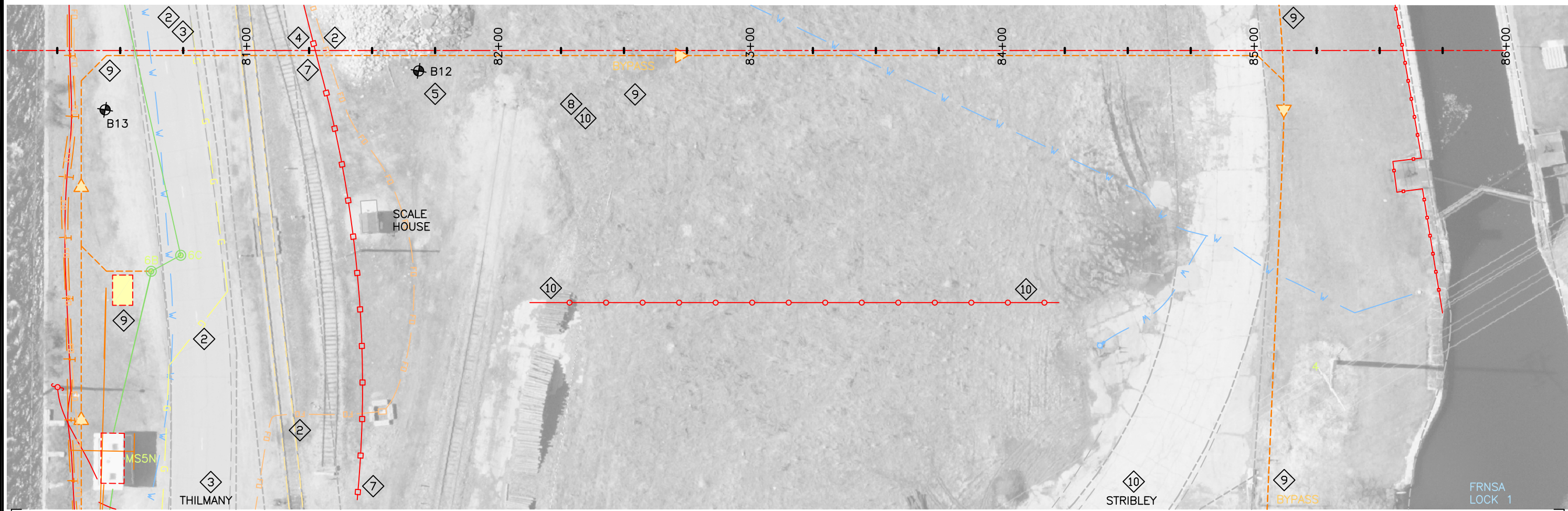


BIDDING DOCUMENT

FRNSA CANAL and AHLSTROM INTERCEPTOR SYSTEM REHABILITATION HEART of the VALLEY METROPOLITAN SEWERAGE DISTRICT		DATE: 03/05/23	SCALE: 1" = 100' (22x34)	PROJECT NO: 10065	DATE: MAR 2023	REVISION: ---	BY: ---
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33 of 158 SHEET	CREATED BY: SMS	SCALE: 1" = 100' (22x34)	PROJECT NO: 10065	DATE: MAR 2023	REVISION: ---	BY: ---	BY: ---

Exhibits B.2g
**BYPASS WASTEWATER
METER STATIONS 5S and 5N
Work Sites**

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NOTES GENERAL

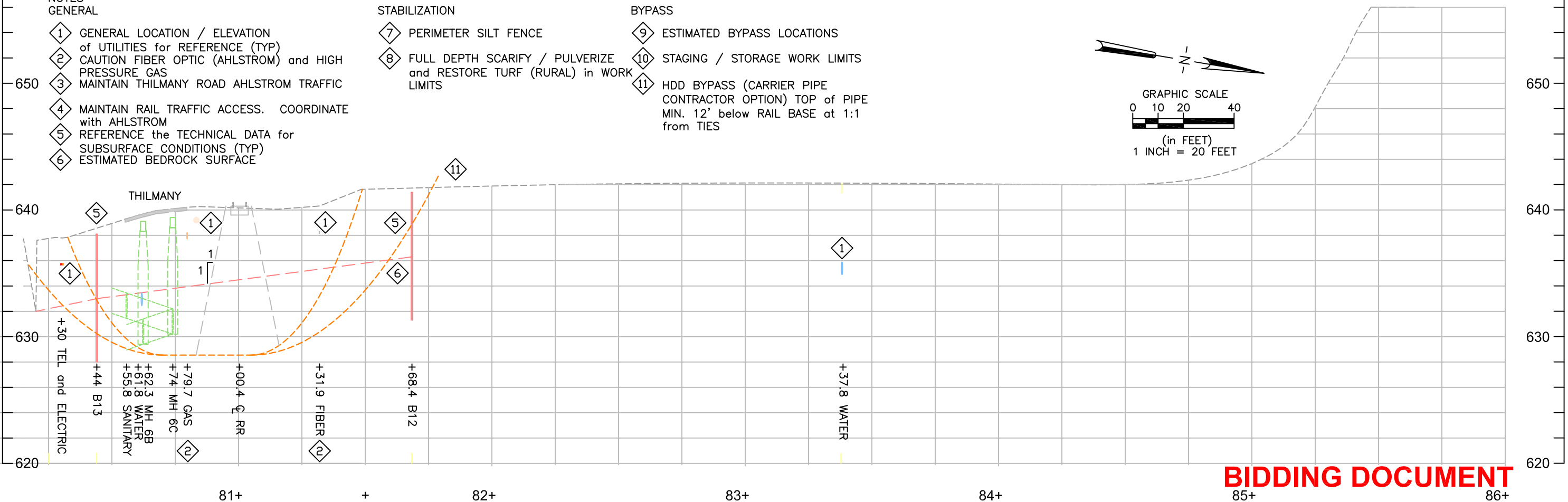
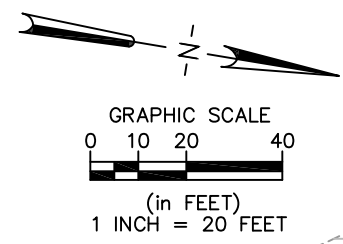
- 1 GENERAL LOCATION / ELEVATION of UTILITIES for REFERENCE (TYP)
- 2 CAUTION FIBER OPTIC (AHLSTROM) and HIGH PRESSURE GAS
- 3 MAINTAIN THILMANY ROAD AHLSTROM TRAFFIC
- 4 MAINTAIN RAIL TRAFFIC ACCESS. COORDINATE with AHLSTROM
- 5 REFERENCE the TECHNICAL DATA for SUBSURFACE CONDITIONS (TYP)
- 6 ESTIMATED BEDROCK SURFACE

STABILIZATION


- 7 PERIMETER SILT FENCE
- 8 FULL DEPTH SCARIFY / PULVERIZE and RESTORE TURF (RURAL) in WORK LIMITS

BYPASS

- 9 ESTIMATED BYPASS LOCATIONS
- 10 STAGING / STORAGE WORK LIMITS
- 11 HDD BYPASS (CARRIER PIPE CONTRACTOR OPTION) TOP of PIPE MIN. 12' below RAIL BASE at 1:1 from TIES



BIDDING DOCUMENT

 MUNICIPAL • INFRASTRUCTURE • PLANNING TRANSPORTATION • FINANCE <small>4524 4th St. Plymouth, VT 05073 (802) 895-3107</small>	
PROJECT NO.	10065
DATE	MAR 2023
SCALE	1" = 20' (25X-34)
BY	
REVISION	
DATE	
NO.	
PROJECT NO.	10065
DATE	MAR 2023
SCALE	1" = 20' (25X-34)
BY	
REVISION	
DATE	
NO.	
PROJECT NO.	B6
DATE	03/04/23
SCALE	12:45
BY	
REVISION	
DATE	
NO.	
PROJECT NO.	B6
DATE	
SCALE	
BY	
REVISION	
DATE	
NO.	

Exhibits B.2h.1
**BYPASS WASTEWATER
METER STATION 6
Work Sites**



NOTES
GENERAL

- ① MAINTAIN VEHICLE ACCESS on **AUGUSTINE** and to METER STATION
- ② UTILITY / STRUCTURE LOCATIONS are BASED on EXISTING RECORDS

BYPASS

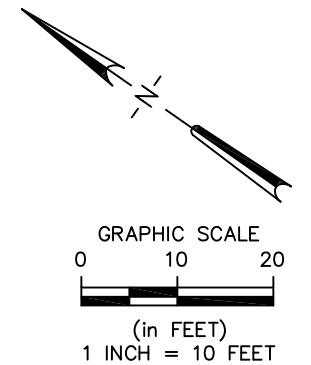
- ③ ESTIMATED BYPASS LOCATIONS
- ④ EXISTING STEEL FORCEMAINS
- ⑤ EXCAVATE and EXPOSE FORCEMAINS
- ⑥ CONNECT to 18" FORCEMAIN with MJ WYE and 45D BENDS
- ⑦ INSTALL MJ BLIND FLANGE CAP MIN 5' BELOW GRADE WHEN WORK is COMPLETE

REHABILITATE METER STATION VAULT and WETWELL

- ⑧ PROTECT MANHOLE BYPASS with MINIMUM ADVANCED CONSTRUCTION SIGNS and CONCRETE MEDIAN / BARRIERS REFERENCE SECTION **02082**
- ⑩ **METER STATION 6 (MS 6)**
- ⑪ PUMP STATION WETWELL

SITE PREPARATION / and STABILIZATION

- ⑫ TURF RESTORATION (URBAN)



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SMS STRATEGIC MUNICIPAL SERVICES, INC.	
PROJECT NO. 10065	DATE MAR 2023
SCALE 1" = 20' (22x34)	
DATE 03/04/23	DATE 19:35
FILE NO. B7	SHEET B7
METER STATION 6 INTERCEPTOR SYSTEM REHABILITATION HEART OF THE VALLEY METROPOLITAN SEWERAGE DISTRICT	
38 of 58	

Exhibits B.2h.2
METER STATION 6
Work Sites

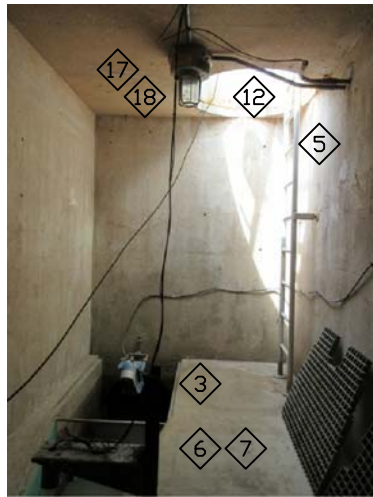


PHOTO 11



PHOTO 7



PHOTO 20

NOTES GENERAL

- 1 IDENTIFIED PLAN DRAWINGS are from 1977 CONSTRUCTION and are for REFERENCE.
- 2 IDENTIFIED PIPING, CONDUITS and SAMPLER CONDUIT and WIRING to REMAIN. REMOVE ALL OTHERS FLUSH OWNER to ENCLOSE and PROTECT LASER METER EQUIPMENT.
- 3

MECHANICAL

- 4 REMOVE and DISPOSE ULTRASONIC FLOW METER and EQUIPMENT FLUSH with SURFACE

STRUCTURE

- 5 REMOVE and REINSTALL LADDER SYSTEM AFTER COATING SYSTEM COMPLETE
- 6 FIBERGLASS REINFORCED PLASTIC (FRP) FLUME. POWER WASH and PROTECT REMOVE and DISPOSE FRP FLOOR GRATING. INSTALL NEW
- 7 REMOVE HANGER SYSTEMS FLUSH with SURFACE. INSTALL NEW HANGERS REMOVE and DISPOSE WARNING SIGN. INSTALL NEW
- 8
- 9

COATING SYSTEMS

- 10 PREPARE SURFACES
- 11 EPOXY COAT CHANNELS and VAULT CHAMBER STRUCTURE SURFACES
- 12 PREPARE and COAT INTERIOR / EXTERIOR SURFACES of METAL ACCESS TUBE and HATCH
- 14
- 15

CIPP

- 13 INSTALL CIPP from MS6 to MH K78

HVAC

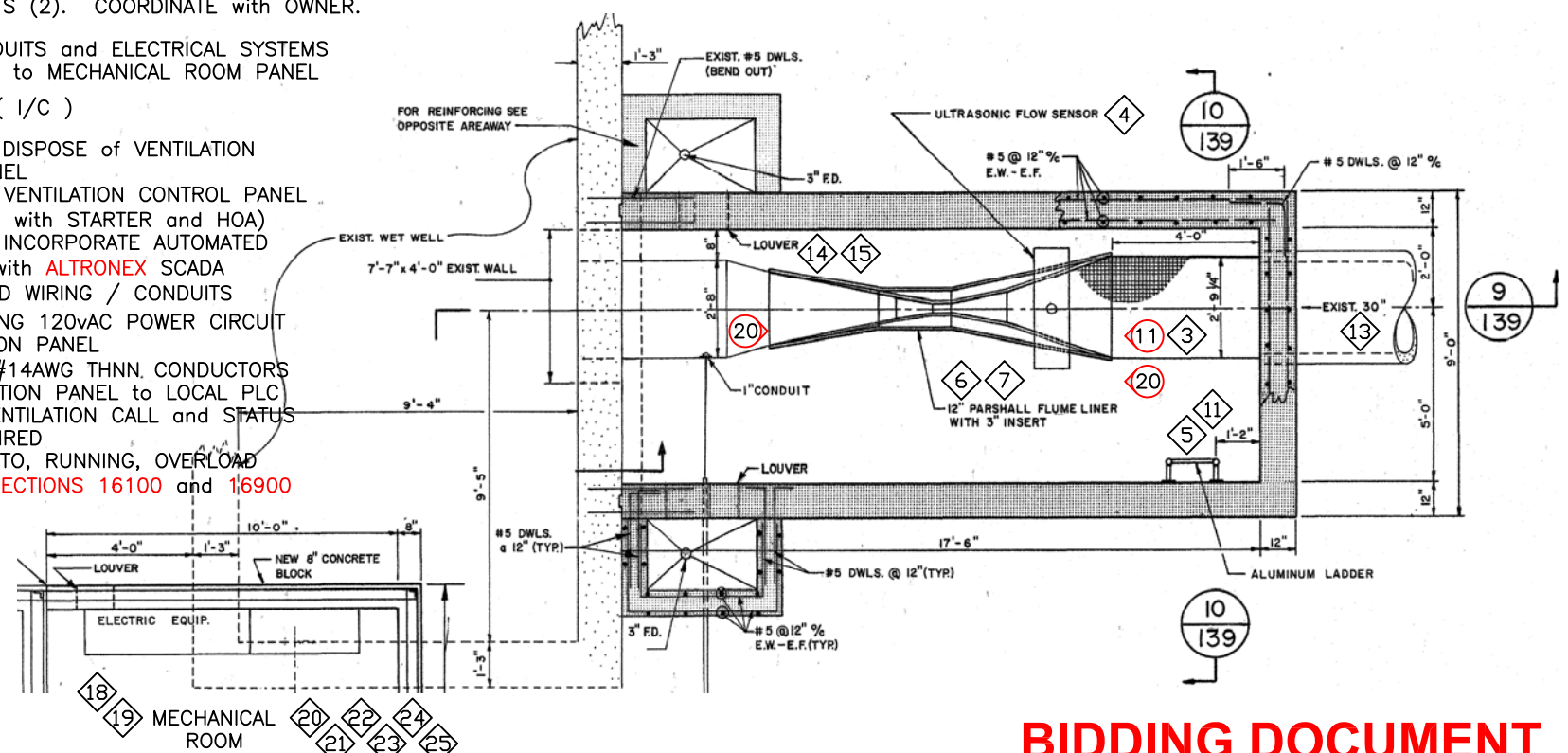
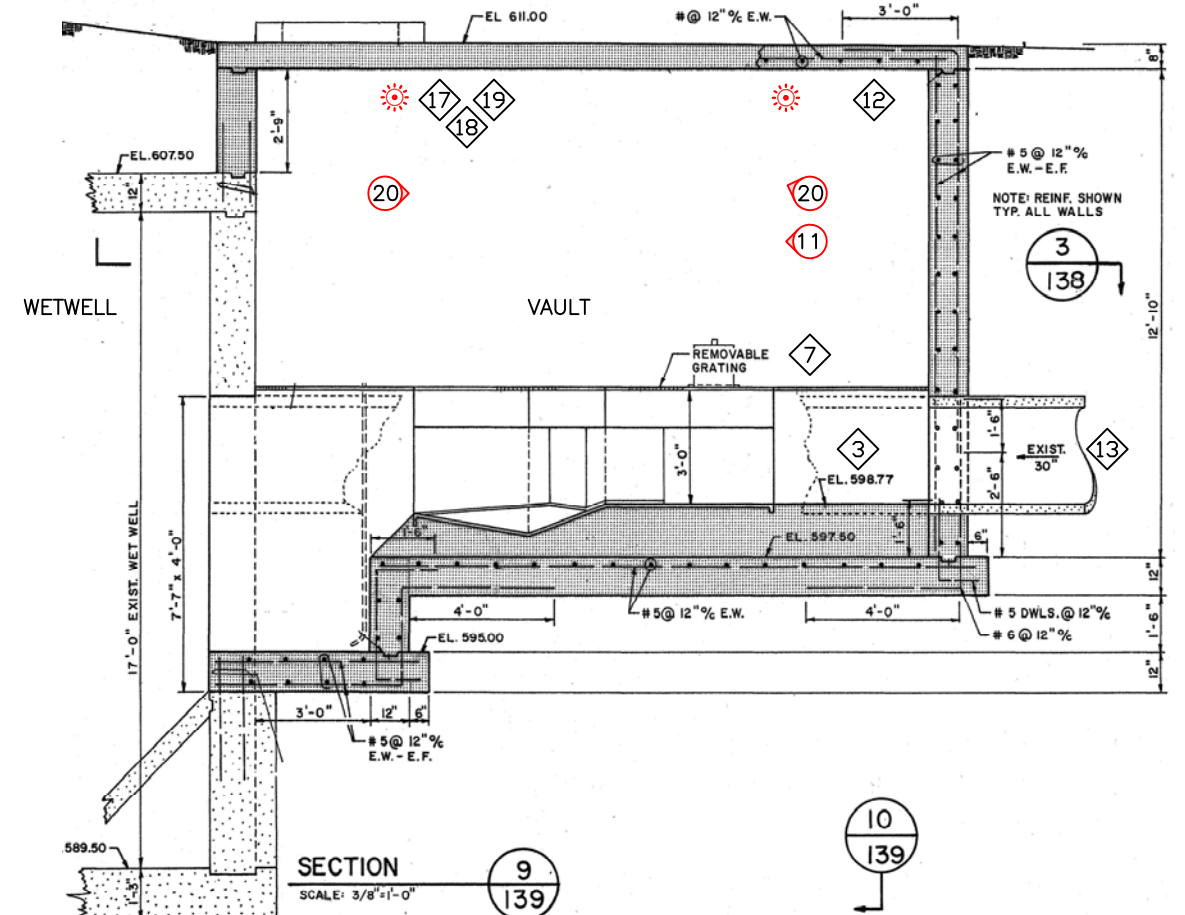
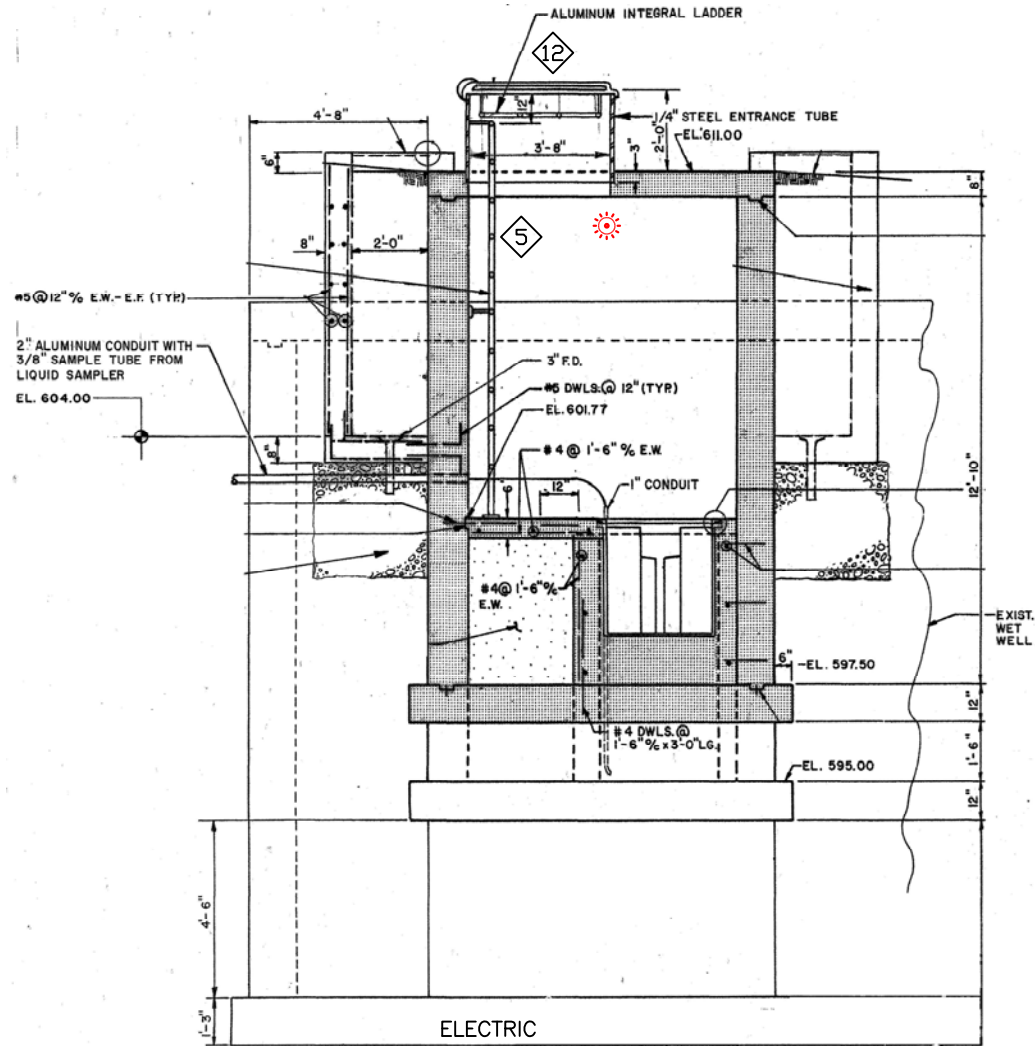
- 14 REMOVE and DISPOSE EXHAUST LOUVER (12"x24")
- 15 INSTALL NEW EXHAUST LOUVER
- 16 GROUT FILL WALL OPENING at VENT PIPE (FLUSH)

ELECTRIC

- 17 REMOVE and DISPOSE LIGHTS, SWITCHES, RECEPTACLES and CONDUIT SYSTEMS FLUSH.
- 18 INSTALL LIGHTS (2). COORDINATE with OWNER.
- 19 INSTALL CONDUITS and ELECTRICAL SYSTEMS in VAULT and to MECHANICAL ROOM PANEL

INSTRUMENTATION (I/C)

- 20 REMOVE and DISPOSE of VENTILATION CONTROL PANEL
- 21 INSTALL NEW VENTILATION CONTROL PANEL (NEMA 4X SS with STARTER and HOA) INTEGRATE / INCORPORATE AUTOMATED RUN / OFF with ALTRONEX SCADA with REQUIRED WIRING / CONDUITS
- 22 REUSE EXISTING 120vac POWER CIRCUIT for VENTILATION PANEL
- 23 INSTALL (8) #14AWG THNN CONDUCTORS from VENTILATION PANEL to LOCAL PLC PANEL for VENTILATION CALL and STATUS - REQUIRED
- 24 - in AUTO, RUNNING, OVERLOAD
- 25 REFERENCE SECTIONS 16100 and 16900

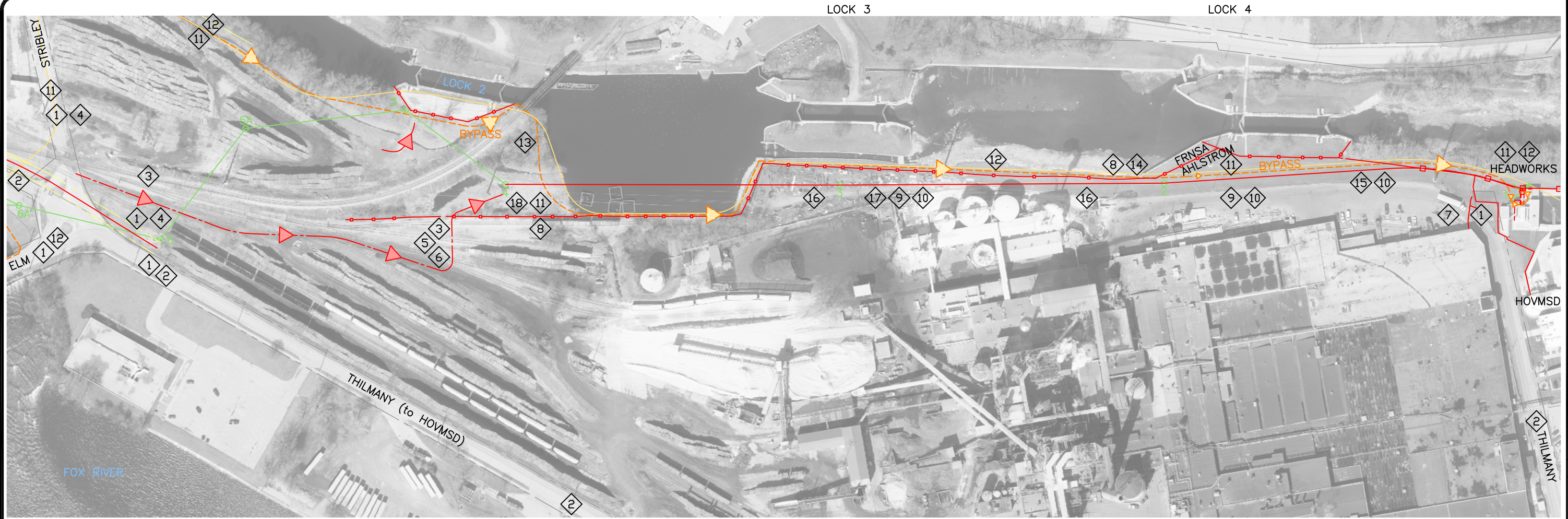


BIDDING DOCUMENT

ORTHOPHOTO: N/A

Exhibits B.2i
CURED in PLACE PIPE (CIPP)
Work Sites

ORTHOPHOTO: S:\Communities\Dutagamie\HOVMSD\or-thophotos\gpi\gpi x 6\Geo_TIFF\FoxRiver-16, 17, 25, 26 x 6



NOTES
GENERAL

- ① COORDINATE ALL ACCESS with **AHLSTROM**
- ② MAINTAIN **THILMANY ROAD AHLSTROM** TRAFFIC
- ③ MAINTAIN RAIL TRAFFIC ACCESS. COORDINATE with **AHLSTROM**
- ④ COORDINATE ACCESS to MH 6, 5A and 5 through **STRIBLEY WOODYARD**
- ⑤ ACCESS MH 4 by CROSSING TRACKS and through CHAINLINK FENCE
- ⑥ SECURE 4"x TIMBER to TIES and INSTALL BALLAST at VEHICLE CROSSINGS, REMOVE WHEN WORK is COMPLETE
- ⑦ ACCESS MH 3 and 2 through NORTHEAST **AHLSTROM** GATE
- ⑧ OPEN CHAIN LINK FENCES for BYPASS LINES. PROVIDE TEMPORARY SECURITY FENCES at OPENINGS. RESTORE OPENINGS when WORK is COMPLETE

STABILIZATION

- ⑨ INSTALL PERIMETER SILT FENCE at DISTURBED WORK LIMITS
- ⑩ FULL DEPTH SCARIFY / PULVERIZE and RESTORE TURF (RURAL) in WORK LIMITS (TYP)

BYPASS

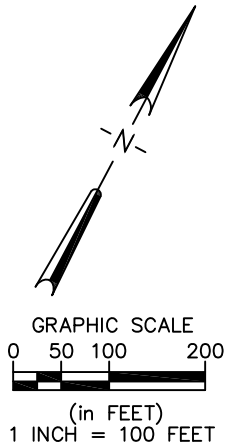
- ⑪ STAGING / STORAGE WORK LIMITS
- ⑫ ESTIMATED BYPASS LOCATIONS and ROUTES
- ⑬ INSTALL BELOW TRESTLE BRIDGE COORDINATE with **CN**
- ⑭ INSTALL BYPASS INSIDE **FRNSA** FENCE as IDENTIFIED and as CONTRACTOR REQUIRES

CIPP

- ⑮ INSTALL CIPP MH SECTIONS 2-1 (42")
- ⑯ INSTALL CIPP MH SECTIONS 4-3, 3-2 (48")

STRUCTURES

- ⑰ **MH 3**
DEPTH R-IE 9.7
HEIGHT RINGS 2.0
REMOVE ADJUSTING RINGS and CASTING CORE FLAT TOP (4' DIA)
INSTALL CONE and NEW CASTING REHABILITATE INTERIOR SURFACES
- ⑱ **MH 4**
DEPTH R-IE 15.5
HEIGHT RINGS 7.6
REMOVE ADJUSTING RINGS and CASTING CORE FLAT TOP (4' DIA)
INSTALL BARREL, CONE and NEW CASTING REHABILITATE INTERIOR SURFACES

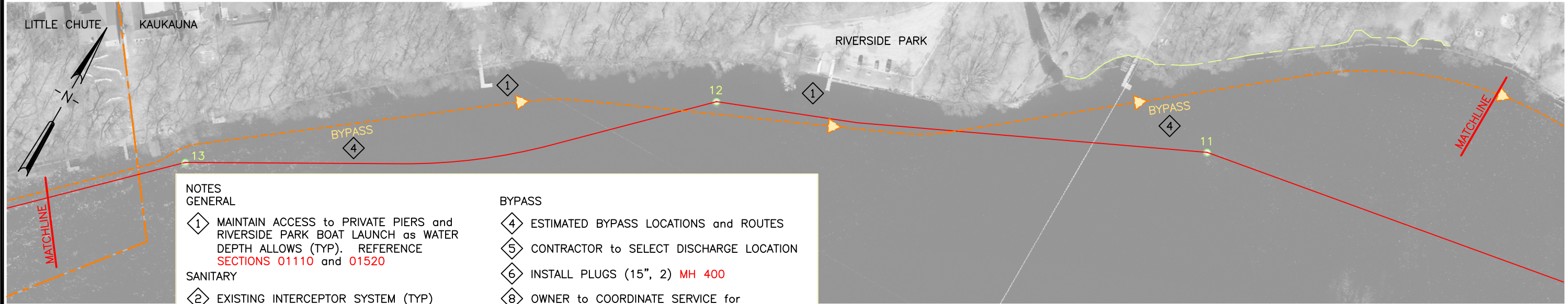


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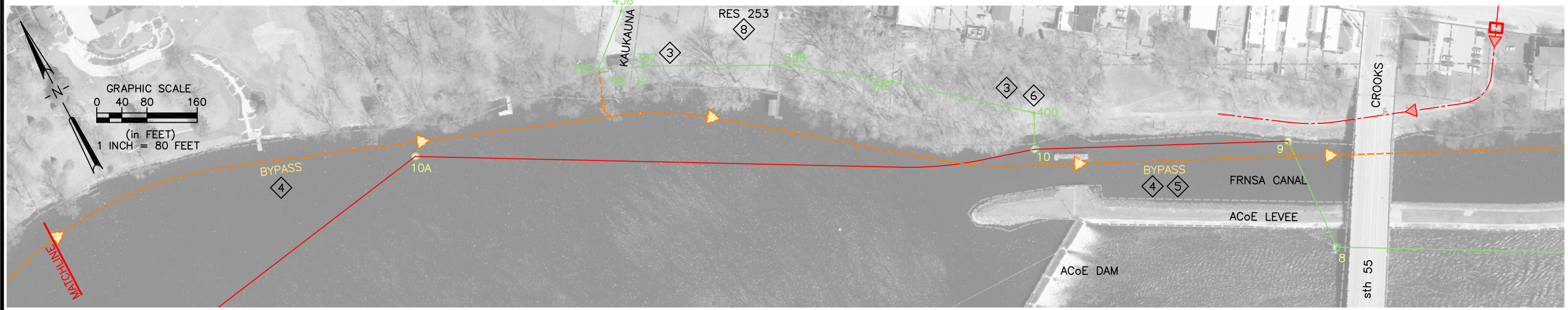
SMS
STRATEGIC MUNICIPAL SERVICES, INC.
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(802) 895-3177

PROJECT NO.	10065	DATE	MAR 2023	SCALE	1" = 100' (22x34)
DATE		DATE		SCALE	
BY		REVISION			
DATE					
F.A.	01	DRAWN BY	VGF	CHECKED BY	SMS
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AHLSTROM MUNKSJO (THILMANY) INTERCEPTOR SYSTEM REHABILITATION HEART OF THE VALLEY METROPOLITAN SEWERAGE DISTRICT					
FILE #	B4				
SHEET	35	of 58			

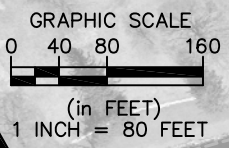
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- NOTES GENERAL**
- ① MAINTAIN ACCESS to PRIVATE PIERS and RIVERSIDE PARK BOAT LAUNCH as WATER DEPTH ALLOWS (TYP). REFERENCE SECTIONS 01110 and 01520
 - ② EXISTING INTERCEPTOR SYSTEM (TYP)
 - ③ KAUKAUNA TRUNK SEWER
- BYPASS**
- ④ ESTIMATED BYPASS LOCATIONS and ROUTES
 - ⑤ CONTRACTOR to SELECT DISCHARGE LOCATION
 - ⑥ INSTALL PLUGS (15", 2) MH 400
 - ⑧ OWNER to COORDINATE SERVICE for RESIDENCE 253 WEST WISCONSIN



BIDDING DOCUMENT



PROJECT NO. 10065		DATE: MAR 2023		SCALE: 1" = 80' (22:34)	
DRAWN BY: WJF		CHECKED BY: SMS		BY: _____	
DATE: _____		REVISION: _____		MUNICIPAL • INFRASTRUCTURE • PLANNING	
FILE NO. B10		SHEET 1 OF 58		TRANSPORTATION • FINANCE	
METROPOLITAN SEWERAGE DISTRICT		OUTAGAMI COUNTY		FOX RIVER	
HEART of the VALLEY		METROPOLITAN SEWERAGE DISTRICT		OUTAGAMI COUNTY	
CAD FILE NO. B10		PLUT DATE: 03/04/23		PLUT TIME: 12:20	
FILE NO. B10		SHEET 1 OF 58		MUNICIPAL • INFRASTRUCTURE • PLANNING	
TRANSPORTATION • FINANCE		W2524 CH. D. Plymouth, VI 53073		©2023 SMS STRATEGIC MUNICIPAL SERVICES, INC.	

Exhibit B.3a
**CONTRACTOR'S PROPOSED
GENERAL SCHEDULE**

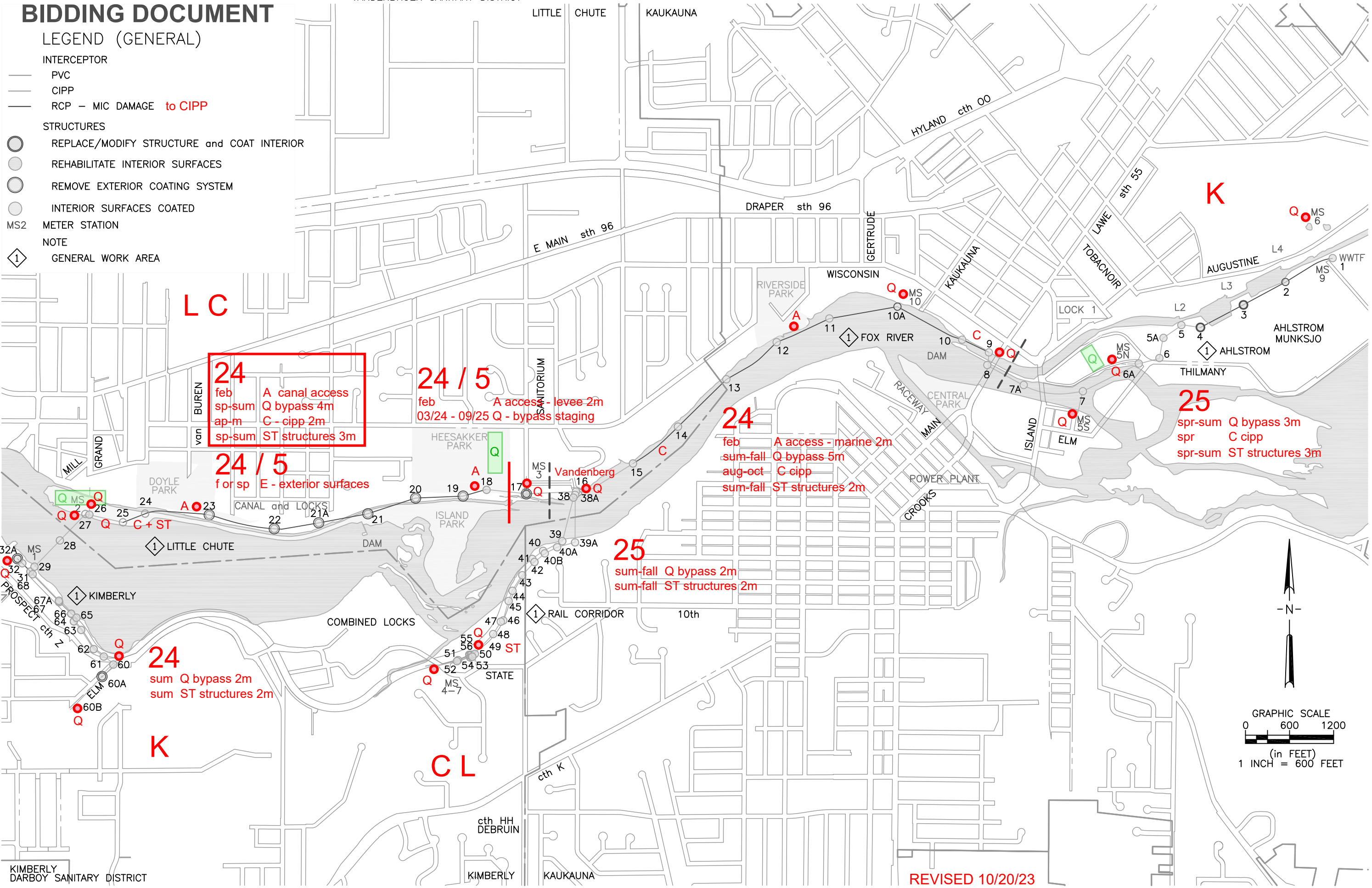
BIDDING DOCUMENT

LEGEND (GENERAL)

- INTERCEPTOR**
- PVC
 - CIPP
 - RCP - MIC DAMAGE to CIPP
- STRUCTURES**
- REPLACE/MODIFY STRUCTURE and COAT INTERIOR
 - REHABILITATE INTERIOR SURFACES
 - REMOVE EXTERIOR COATING SYSTEM
 - INTERIOR SURFACES COATED
- MS2 METER STATION**
- NOTE**
- ① GENERAL WORK AREA

VANDEBROEK SANITARY DISTRICT

LITTLE CHUTE KAUKAUNA

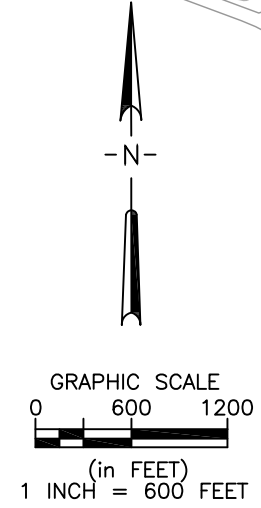


ORTHO PHOTO: N/A

KIMBERLY DARBOY SANITARY DISTRICT

KIMBERLY KAUKAUNA

REVISED 10/20/23



3	C3	SHEET 158	INTERCEPTOR SYSTEM REHABILITATION HEART OF THE VALLEY METROPOLITAN SEWERAGE DISTRICT		DRAWN BY: SMS CHECKED BY: SMS	DATE: MAR 2023 SCALE: 1" = 600' (22.5:1)	PROJECT NO: 10065	BY: ---	REVISION: ---
			PLANNING	FINANCE					
			INTERCEPTOR SYSTEM REHABILITATION HEART OF THE VALLEY METROPOLITAN SEWERAGE DISTRICT						
			INTERCEPTOR SYSTEM REHABILITATION HEART OF THE VALLEY METROPOLITAN SEWERAGE DISTRICT						
			INTERCEPTOR SYSTEM REHABILITATION HEART OF THE VALLEY METROPOLITAN SEWERAGE DISTRICT						



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ARTICLE 6 - TIME of COMPLETION

6.01 Reference the Agreement and Section 01326 for required completion dates and project Work areas. BIDDER proposes the following general **schedule**:

A. Notify OWNER of proposed start date (minimum 1 week)

December 2023

B. Construction

1. **Mobilization and Setup**

Dec 2023

2. **Access**

a. **canal bed**

- 1) Heesakker Park canal bed to mh 20
- 2) Heesakker Park park and levee
- 3) Doyle Park mh 23

DEC 2023 / JAN-FEB 2024
FEB 2024
FEB 2024

b. **marine - install vehicle / barge access at either**

- 1) Riverside or Central Park

MARCH 2024

c. **bypass wastewater**

- 1) assembly site (Central or Heesakker Park)
- 2) remove from service

MARCH 2024
SEPT 2025

3. **Bypass Wastewater**

- a. Ahlstrom (east) 3 months
- b. Fox River 5
- c. Little Chute (northwest) 4
- d. Kimberly (southwest) 2
- e. Railroad corridor (south) 2

2025
SUMMER / FALL 2024
SPRING / SUMMER 2024
SUMMER 2024
SUMMER / FALL 2024

4. **Interceptor CIPP**

- a. Ahlstrom (east) 1 months
- b. Fox River 2
- c. Little Chute (northwest) 2
- d. Kimberly (southwest) 1

SPRING 2025
AUG / SEPT / OCT 2024
APRIL / MAY 2024
SUMMER 2024

5. **Structures**

a. **modifications**

- 1) mh 3 and 4 1 months
- 2) mh 17 1
- 3) mh 32A 1
- 4) mh 60A 1

2025
SUMMER 2024
SUMMER 2024
SUMMER 2024

b. **interior surfaces**

- 1) land accessible
 - a) Ahlstrom (east) 3 months
 - b) Little Chute (northwest) 3
 - c) Kimberly (southwest) 2
 - d) Railroad corridor (south) 2

SPRING / SUMMER 2025
SPRING / SUMMER 2024
SUMMER / FALL 2024
SUMMER / FALL 2024

- 2) marine accessible
 - a) Fox River 2 months

SUMMER / FALL 2024

- 3) meter stations

2024 + 2025

c. **marine structures exterior surfaces**

FALL 2024 / SPRING 2025

6. **Site Cleanup and Final Completion**

SUMMER / FALL 2025

Exhibit B.3b
**CONTRACT DOCUMENTS related to
GENERAL SCHEDULE**

B. **Easements.** OWNER has applied for temporary construction easements including but not limited to the following:

1. Ahlstrom Munksjö
2. Kaukauna Utility
3. Midwest Paper Group - Appleton Papers
4. WSI Warehouse Specialties, Inc.

2.04 WORK SEQUENCE

A. Construct Work based on the following requirements and to accommodate operation of existing facilities and for public use during construction period. Coordinate construction progress schedule and operations with ENGINEER and OWNER. OWNER reserves right to place facilities taken out of service by CONTRACTOR back into service on emergency basis upon notification to CONTRACTOR.

B. **General.** The Agreement Contract Times recognize that CONTRACTOR is responsible for all coordination to complete the Work.

The following summarizes the general work items sequence and responsible parties. CONTRACTOR is solely responsible for sequencing, staging and coordinating the respective Work.

1. Access
2. Bypass Wastewater (Pumping)
3. Interceptor
 - a. in general the CIPP work shall be completed before installing the structure interior protective coating systems
4. Structures
 - a. field review, measure and inventory structure conditions, dimensions and pipe sizes and material types before performing any related Work. Submit to ENGINEER.
 - b. adjustments
 - c. rehabilitate interior surfaces
 - 1) coordinate with CIPP
 - d. replace

C. Existing infrastructure shall be maintained operational at all times, including but not limited to the following:

1. wastewater treatment facilities
2. road and driveway access
3. rail lines and service
4. stormwater drainage facilities
5. potable water distribution facilities
6. private utilities

D. **Limitations**

1. **Ahlstrom Munksjö**
 - a. **woodyard** - coordinate construction vehicle access and Work minimum 24 hours in advance
 - b. responsible designated field representative shall **check in** and out daily with Ahlstrom security office personnel
 - c. northeast corner access from Thilmany Road to interceptor (along locks) is coordinated through gate phone system
 - d. directional drill bypass under rail spur
 - 1) coordinate / schedule Work minimum 2 days (48 hours) in advance of start

2) coordinate with daily rail traffic approximately 13:00 daily

E. Wastewater flow

1. Maintain **Wastewater flow** through all plant treatment processes at all times except as specified. CONTRACTOR shall plan, schedule, and coordinate Work to not affect wastewater treatment during construction.
2. Coordinate all related Work in advance with OWNER.
3. Interruptions to flow shall not be made without OWNER's permission.

F. Milestones

1. Supplementary Conditions Article 14 and Agreement Article 4 address required milestones and construction periods.
2. Section 01326 paragraphs 2.04 and 2.05 identify related Work areas and construction items.
3. Fox River Navigational System Authority (FRNSA, "Authority") (former government canal and levee).
 - a. The canal operating system is annually between May 20 and September 05. The canal / lock system shall remain operable except as coordinated with FRNSA.
 - b. CONTRACTOR shall perform their work as coordinated with Authority's routine operating season. Authority has limited flexibility to extend the drawdown period based on CONTRACTOR's committed schedule.

2.05 CONTRACTOR'S USE of PREMISES

- A. Conduct operations to ensure least inconvenience to OWNER and public and operation of existing facility. Cooperate with OWNER and public officials during construction operations to minimize conflict and to facilitate public use and OWNER'S operations.
- B. When keys to locked areas are needed to provide access to areas to perform Work, obtain from OWNER. Return keys at end of day's Work.
- C. Employees of CONTRACTOR and Subcontractors involved in Work shall wear identifying button or badge when working in facilities occupied by OWNER.
- D. Due to potential health hazards and requirements of the State of Wisconsin Department of Natural Resources and U.S. EPA, existing wastewater treatment facilities must be maintained in operation during the construction period.
- E. **Existing interceptor sewer / conveyance facilities must be maintained in operation throughout the construction period.**

F. Access

1. The Plan Drawings and Technical Data (Plan Drawings) identify the Work limits and general site access conditions.
2. CONTRACTOR is responsible for all costs associated with maintaining, preserving and restoring all disturbed Work areas.
3. **primary access** to the Work areas
 - a. The following generally summarizes primary **access** to the Work areas.

Work Area	Location	Special Notes
wastewater plant	Kaukauna	Thilmany Road - gate access
mh 1 - 4	Ahlstrom	Thilmany Road - gate access
mh 5 - 6	Ahlstrom	Thilmany and Stribley Roads (wood lot and cross rail lines)
mh 8	Kaukauna	ACoE levee (locked gate)
mh 9	Kaukauna	Limit access for mh 9 and 10 Work
mh 9 - 15	Kaukauna	either Riverside or Central Park (ACoE)
mh 16, 38, 38A	Little Chute	Vandenberg Lane
mh 17 and ms 3	Little Chute	Sanitorium Road
mh 18 - 23	Little Chute	Heesakker and Doyle Parks new vehicle ramps to canal bed (FRNSA lock)
mh 24 - 27	Little Chute	Island Park - 10 ton bridge (FRNSA lock)
mh 29 - 32A	Combined Locks	Warehouse Specialties easement and Foxy / Watco right of way from Prospect
mh 39 - 56 and ms 4 - 7	Kaukauna, Darboy Sanitary District and Combined Locks	1. west - State Street (Combined Locks) and Foxy / Watco right of way 2. east - Kaukauna and pedestrian trail (light vehicles only)
mh 60B - 68	Kimberly	Warehouse Specialties easement and Foxy / Watco right of way

- b. Also reference Section 02200 2.04 B. The following summarizes key **Community / Agency contacts** for access to the Work areas.

Party	Representative	Contact
ACoE	Frana, Raymond	(641) 220-5749 m
Ahlstrom Munksjö	VanderHyden, Laura	(920) 766-8479
	Benda, Steve	(715) 459-2089 m
Combined Locks	Swick, Ryan	(920) 788-7744
CN	Wojcik, Joe	(708) 332-4739
Darboy Sanitary District	Hennessey, Pat	(920) 788-6048
Foxy / Watco	Mahr, Justin K.	(402) 651-8238 m
FRNSA	Cords, Jeremy	(920) 309-4501 m
Kaukauna	Neumeier, John	920-766-6305 e2
Kaukauna Utility	Pahl, Dave	(920) 462-0216
Kimberly	Dannhoff, Allyn	(920) 788-7507 e115
Little Chute	Taylor, Kent	(920) 423-3867
Midwest Paper Group - Appleton Papers	Hofacker, Tim	(920) 213-6519 m
Warehouse Specialties, Inc. (WSI)	Haupt, Ben	(920) 830-5015

- c. Ahlstrom Munksjö
- 1) Coordinate construction schedule minimum one (1) week in advance
 - 2) Coordinate vehicle access over rail lines minimum one (1) day in advance. CN operates on the lines daily (AM / PM)

d. **Schedule / Sequence Limitations**

- 1) Also reference Section 01326.
- 2) Little Chute Lock / canal bed access for CIPP and structure Work
 - a) mh 19 levee bank cut grading
 - reference Section 01326 paragraph 2.05 table items 1.1 and 1.2 and the Agreement for time allowed to construct vehicle access
 - concurrently sequence / stage the access drive and related CIPP Work
 - b) mh 23
 - reference Section 01326 paragraph 2.05 table items 1.1 and 1.2 and the Agreement for time allowed to construct vehicle access
 - CONTRACTOR may install the access and re-flood the canal until related Work is to be performed
- 3) Little Chute Doyle Park. No construction will be allowed at the subject location(s) during the following periods:
 - a) Cheese Fest May 29 - June 06, 2023
 - b) Fourth of July Fireworks June 30
 - c) Family Fun Fest July 25
 - d) Touch a Truck / Rock Cancer August 15 - 22
- 4) Little Chute Doyle Park. Communicate with and coordinate Work with Little Chute related to ongoing weekly activities including:
 - a) Concerts in the Park Wednesday nights starting end May
 - b) Men's softball Thursday nights

- 5) Kaukauna
 - a) Coordinate Work activities at Riverside Park in advance with City. The following lists weekly public activities at the Park.
 - Little League
 - public boat launch

e. **Railroad Corridors**

- 1) The Bid Form identifies the hourly and daily rates associated with Railroad's service fees. CONTRACTOR is responsible for associated flag person / inspector fees.
- 2) **mh 4 - 6 (Ahlstrom), mh 39 - 56 (Combined Locks) and mh 60 - 68 (Kimberly).** CONTRACTOR shall provide and install wood planking and aggregate ballast materials at all railroad crossings. Wood shall be fastened / bolted to ties. CONTRACTOR cannot simply drive vehicles over the tracks.

f. **Marine Access**

- 1) City of Kaukauna (Riverside OR Central Park - ACoE). CONTRACTOR shall select either site for the marine access during the bidding process.
- 2) Reference the United States Geologic Survey (USGS) real-time Fox River flow data (Appleton, WI) (<https://waterdata.usgs.gov/monitoring-location/04084445>). CONTRACTOR is responsible to review and evaluate flow and observed conditions as they relate to marine access.

- g. Village of Little Chute (Doyle, Heesakker and Island Parks). CONTRACTOR may access the subject Work limits through park locations as approved by and coordinated with the Village. The Village paved the existing access drives, parking lots and trail system in 2013. CONTRACTOR is responsible to coordinate their work with the Village.

- h. Fox River Navigational System Authority (FRNSA) (former government canal and levee).
 - 1) CONTRACTOR may access the Work limits from the existing canal levee using OWNER's bridge (southwest corner Island Park, Mill Street).

G. **Bypass Staging.** Reference 2.01 B. 1. d.

2.05 **GENERAL WORK TIMES**

A. The following table 1) generally summarizes estimated and expected periods to perform major construction items at the Work areas **and 2)** summarizes estimated construction units for key Work items. CONTRACTOR's schedule shall address a minimum of these items.

Work Area	Time Period to	
	Substantially Complete	Final Completion
1. access		
1.1 Doyle Park - canal bed		
1.1.a installation	14	7
1.1.b remove and restoration - above canal bank (immediately after CIPP complete)	14	7
1.2 Heesakker Park - canal bed		
1.2.a installation (joint with Doyle 1.1)	21	7
1.2.b remove and restoration - above canal and through park (immediately after CIPP complete)	21	7
1.3 Riverside Park - Fox River		
1.3.a installation	21	7
1.3.b remove and restoration (immediately after marine Work complete)	14	7
1.4 Central Park - Fox River		
1.4.a installation	21	7
1.4.b remove and restoration (same as Riverside)	14	7
2. Interceptor - CIPP	(1)	
2.1 Combined Locks - mh 32A - 29 (4 sections)	28	7
2.2 Little Chute		
2.2.a mh 25 - 21A (4 sections)	45	7
2.2.b mh 21A - 18 (4 sections)	45	7
2.3 Kaukauna		
2.3.a mh 15 - 9 (7 sections)	90	7
2.3.b mh 4 - 1 (3 sections)	45	7
3. Structures	(1)	
3.1 Replace		
3.1.a mh 32A	14	7
3.1.b mh 17	21	7
3.1.c mh 3 - 4	21	7
3.1.d mh 60A	21	7

3.2	Rehabilitate - Interiors	(1)	
3.2	Combined Locks		
3.2.a	mh 32A - 29 (4 structures)	28	7
3.3	Kimberly		
3.3.a	mh 60A - 68 (11 structures)	28	7
3.4	Little Chute		
3.4.a	mh 26 - 17 (3 structures epoxy, 9 structures PLS)	21	7
3.4.b	mh 38 - 16 (3 structures)	28	7
3.5	Fox River		
3.5	mh 9 - 15 (7 structures PLS, 1 structure epoxy)	40	7
3.5	mh 8 - 7 (3 structures PLS)	14	7
3.6	Combined Locks / Darboy		
3.6.a	mh 56 - 50 (7 structures)	40	7
3.6.b	mh 49 - 42 (8 structure inverts)	28	7
3.7	Kaukauna		
3.7.a	mh 6A - 5 (4 structures)	28	7
3.7.b	mh 4 - 2 (3 structures)	28	7
3.7.c	wwtf mh 1	28	7
3.8	meter stations		
3.8.a	ms 1 (Kimberly)	28	7
3.8.b	ms 2 (Little Chute)	28	7
3.8.c	ms 3 (Little Chute)	28	7
3.8.d	ms 5N (Kaukauna)	28	7
3.8.e	ms 6 (Kaukauna) and wetwell	28	7
3.8.f	ms 9 (Ahlstrom)	28	7
5.	Bypass Wastewater (remove)	(2)	
5.1	Combined Locks		
5.1	mh 32C - 29	14	7
5.2	Kimberly		
5.2	mh 60A - 68	14	7
5.3	Little Chute		
5.3	mh 60A - 68	14	7
5.3	mh 38 - 16	14	7
5.4	Fox River		
5.4	mh 16 - 9	28	7
5.4	mh 8 - 7	14	7
5.5	Combined Locks / Darboy		
5.5	mh 52 - 50	7	7
5.5	mh 49 - 42	14	7
5.6	Kaukauna		
5.6	Ahlstrom mh 9 to wwtf mh 1	28	14
5.6	ms 6	7	7

footnotes:

- (1) times do NOT include installing or removing bypass wastewater equipment
- (2) time to disassemble, remove and restore surfaces. Work items shall begin no later than 14 days after related Work is substantially complete

Exhibit B.4
**INSURANCE CERTIFICATE
and ENDORSEMENT
Contract Documents**

Strategic Municipal Services, Inc.

SMS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/24/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER R & R Insurance Services Inc N14 W23900 Stone Ridge Dr Waukesha WI 53188		CONTACT NAME: Deborah Madsen PHONE (A/C, No, Ext): (262)574-7000 FAX (A/C, No): (262)574-7080 E-MAIL ADDRESS: Debbie.Madsen@rrins.com	
INSURED Visu-Sewer Inc W230 N4855 Betker Rd PO Box 804 Pewaukee WI 53072-0804		INSURER(S) AFFORDING COVERAGE INSURER A: Phoenix Ins Co (Travelers) NAIC # 25623 INSURER B: Charter Oak Fire Ins Co (Travelers) 25615 INSURER C: Travelers Prop Cas Ins Co of America 25674 INSURER D: Travelers Indemnity Co of Connecticut 25682 INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL2332137449

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	Y	CO-5968X624 #CGD604 02-19 (AI) #CGD316 02-19 (WOS) #CGT100 02-19 (PNC)	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	Y	810-5968X624 #CAT353 02-15 (AI/WOS) #CAT499 02-16 (PNC)	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	Y	CUP-0J357280 #EU0001 07-16 (AI/PNC/WOS)	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB-3K116933	4/1/2023	4/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
B	Contractors Equipment			660-5167X974	4/1/2023	4/1/2024	Leased/Rented Equipment	300,000
B	Installation Floater			660-5167X974	4/1/2023	4/1/2024	Any One Jobsite & In Transit	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Interceptor System Rehabilitation. Heart of the Valley Metropolitan Sewerage District; Strategic Municipal Services, Inc. (Engineer); Engineer's subconsultants; Village of Combined Locks; Darboy Sanitary District; City of Kaukauna; Village of Kimberly; Village of Little Chute; Army Corps of Engineers; Fox River Navigational System Authority (FRNSA); Ahlstrom Munksjo; Warehouse Specialties, Inc. (WIS); Midwest Paper Group- Appleton Papers; Canadian National; Watco/Foxy and any others required by the contract are included as additional insureds on a primary and noncontributory basis for General Liability, including ongoing and completed operations, Automobile and Umbrella policies per forms listed

CERTIFICATE HOLDER**CANCELLATION**

Heart of the Valley Metropolitan Sewerage District 801 Thilmany Road Kaukauna, WI 54301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Thomas Scheider/DM586
--	--

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COMMENTS/REMARKS

above when required by written contract. A waiver of subrogation is in favor of the additional insureds for General Liability, Automobile, Umbrella and Workers Compensation when required by written contract. Umbrella is excess over the underlying policies, General Liability, Automobile and Employers Liability.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

City of Kaukauna

Location of Covered Operations:

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

- 1. Your acts or omissions; or
- 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

- 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

City of Kaukauna

Location And Description Of Completed Operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

City of Kaukauna
144 W 2nd St
Kaukauna, WI 54130

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage

Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION – DESIGNATED
ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE OF DESIGNATED ADDITIONAL INSURED

City of Kaukauna

PROVISIONS

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy that is shown in

the Schedule Of Designated Additional Insureds provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice:

30

PERSON OR ORGANIZATION:
City of Kaukauna

ADDRESS:
144 W 2nd St

Kaukauna
WI
54130

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF OTHER INSURANCE CONDITION – DESIGNATED PERSONS OR ORGANIZATIONS – COVERAGE A

This endorsement modifies insurance provided under the following:

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

SCHEDULE OF DESIGNATED PERSONS OR ORGANIZATIONS

Person Or Organization:

CITY OF KAUKAUNA

PROVISIONS

With respect to **COVERAGE A – EXCESS FOLLOW FORM LIABILITY**, the provisions of Condition **M., OTHER INSURANCE** apply to any person or organization shown in the above Schedule Of Designated Persons Or Organizations, but only to the extent that:

1. Such person or organization qualifies as an insured under Paragraph **A.2.** of **SECTION II – WHO IS AN INSURED**; and
2. The applicable "underlying insurance" applies on a primary or primary and non-contributory basis with respect to such person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF RIGHTS OF RECOVERY FROM OTHERS

This endorsement modifies insurance provided under the following:

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

SCHEDULE OF DESIGNATED PERSONS OR ORGANIZATIONS

Designated Person Or Organization:

CITY OF KAUKAUNA

PROVISIONS

The following is added to Paragraph T., **WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**, of **SECTION V – CONDITIONS**:

If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us unless the insured has

waived its rights of recovery against a person or organization shown in the Schedule Of Designated Persons Or Organizations above in a contract or agreement that is executed before loss. In that case, we will waive the right of recovery we would otherwise have against such person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

PERSON OR ORGANIZATION: CITY OF KAUKAUNA

ADDRESS: 144 W 2ND ST
KAUKAUNA WI 54130

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

POLICY NUMBER: UB-3K116933-23-26-E

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

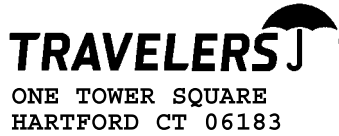
DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.

INCLUDING:

CITY OF KAUKAUNA

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.



POLICY NUMBER: UB-3K116933-23-26-E

NOTICE OF CANCELLATION TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to PART SIX – CONDITIONS :

Notice Of Cancellation To Designated Persons Or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

SCHEDULE

Name and Address of Designated Persons or Organizations:	Number of Days Notice
CITY OF KAUKAUNA 144 W 2ND ST KAUKAUNA WI 54130	30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

Exhibits B.5c
METER STATION 6 WETWELL
Bid Form

Strategic Municipal Services, Inc.

SMS

SECTION E.3 - STRUCTURES - METER STATIONS

no.	Item	Qty.	Unit	Unit Price	Total
	general locations (7)	6,480	sf		
	ms 1	1,020			
	ms 2	780			
	ms 3	880			
	ms 5N	1,040			
	ms 6	740			
	ms 6 wetwell	1,300			
	ms 9	720			
	channels	860	sf		
	floors, walls, ceilings	5,620	sf		
	general Work items			subtotal	1,143,190.00
E.3a	epoxy coat surfaces - vaults / chambers (6)				424,200.00
E.3b	epoxy coat surfaces - ms 6 wetwell (1)				76,800.00
E.3c	structural, mechanical, electrical, ventilation and ms 9 equipment instrumentation (9)				642,190.00
	E.3a epoxy coat surfaces - vaults / chambers (6)			subtotal	424,200.00
	Inflow / Infiltration	--	--	--	--
	Interior Surfaces				
	surface preparation generally including				
1	remove loose materials, abrasive blast and clean surfaces (invert to ceiling)	6,480	sf	7.00	45,360.00
2	retuck main connections (in / out) (24 - 30")	6	str	500.00	3,000.00
3	leveling surface - channel inverts, troughs (3/8" average)	860	sf	32.00	27,520.00
4	leveling surface - other (1/8" average)	5,620	sf	32.00	179,840.00
	coating system				
5	channel inverts, troughs	860	sf	26.00	22,360.00
6	benches / floors to ceiling	5,620	sf	26.00	146,120.00
	E.3b epoxy coat surfaces - ms 6 wetwell (1)			subtotal	76,800.00
	Inflow / Infiltration	--	--	--	--
	Interior Surfaces				
	surface preparation generally including				
1	remove existing steps and hardware, install new hardware	1	ls	10,500.00	10,500.00
2	remove loose materials, abrasive blast and clean surfaces (invert to ceiling)	1,300	sf	7.00	9,100.00
	main connections (in)	--	--	--	--
3	leveling surface - invert - ceiling (1/2" average)	1,300	sf	23.00	29,900.00
	coating system				
4	invert - ceiling	1,300	sf	21.00	27,300.00