VILLAGE OF MCFARLAND **Village Board** *NOTICE OF PUBLIC MEETING*

Tuesday, February 14, 2023 **7:00 PM** **McFarland Municipal Center**
Community Room

AGENDA

You are invited to this meeting through a Zoom webinar. The public may attend in-person or remotely through the webinar or telephone options listed below.
PLEASE CLICK THE LINK BELOW TO JOIN THE ZOOM WEBINAR:
https://us02web.zoom.us/j/82793716967

Or by Telephone: +1 (312) 626-6799
Webinar ID: 827 9371 6967
Press *9 to raise/lower hand. Press *6 to mute/unmute.

1. CALL TO ORDER.

2. ROLL CALL.

3. PUBLIC ANNOUNCEMENTS, COMMUNICATIONS, AND PROCLAMATIONS.

4. CONSENT AGENDA.
   a. All items listed under the Consent Agenda will be approved in one motion unless a Board member requests that the item be removed for individual discussion and action. Any item(s) removed for individual consideration shall be considered in the same order in which they were originally listed on the agenda under Business.

      1) Motion to approve the minutes of the January 24, 2023 meeting.

      2) Motion to approve checks in the amount of $2,235,799.96.

      3) Motion to approve an event permit for the McFarland Lions Club Foundation, Inc, for the 2023 food cart frenzy event to be held on May 17, June 21, July 19, August 16 and September 20th, with the rain dates identified on the application dated January 18, 2023, in Arnold Larson Park.

      4) Motion to approve the appointment of Joseph Swoboda to the Board of Review for a term expiring April 30, 2025.

      5) Motion to approve Resolution 2023-01: a resolution approving municipal court hours.

      6) Motion to approve the design for McDaniel Park site improvements and authorize the project for bid as recommended by the Parks/Recreation Committee and Sustainability/Natural Resources Committee.

      7) Motion to approve updating Chapter 9 of the Fiscal Policy Manual regarding a Revenue Collection & Write-Off Policy as recommended by the Finance Committee.

      8) Motion to approve acceptance of the the Water System Needs Assessment as recommended by the Public Works and Utilities Committee.

5. PUBLIC APPEARANCES.

a. This is an opportunity for members of the public to address the Village Board for items that are not on the agenda. Please remember this is a hybrid meeting conducted in person and through the Zoom online meeting platform. Meeting attendees wishing to address the Board about items not on the agenda may do so at this time. Zoom attendees should type their name and address in the Question and Answer feature within the Zoom online meeting platform at this time. Members of the public who are present in person and wish to address the Board should fill out a public comment form and turn into the meeting chairperson. When you are called upon to speak, state your name, address, and provide your comments to the Board for their consideration. Please adhere to the 3-minute time limit. Additionally, you may send your public comments to village.clerk@mcfarland.wi.us to be included as part of the meeting.

   Members of the public may also speak during their selected agenda item as they designate on the public comment form or in the Question and Answer feature on Zoom.

6. BUSINESS.

   a. Public Safety Committee (Trustees Wreh & Brassington)

      1) Discussion and action on the operator's license for Mariah Crossman for the period ending June 30, 2023.

   b. Update on progress on the construction of the Public Safety Center.

   c. Discussion and action regarding proposed Change Order #11 for the Public Safety Center project regarding gate operator, trench change changes, carpeting, electrical, and other miscellaneous adjustments.

   d. Parks and Recreation Committee (Trustees Jerke & Nelson)

      1) Discussion and action regarding the award of contract for the reconstruction of the skate park within William McFarland Park, including the alternate bid for the shade structures at the Bocce Courts.

   e. Personnel Committee (Trustees Nelson, Jerke, & Wreh)

      1) Discussion and action regarding the job description and classification to create the Full-Time and Part-Time Custodian positions within the Public Works Department.

      2) Discussion on creation of a Vehicle Use policy within the Personnel Policy Manual

      3) Discussion on amendment of Chapter 12, Employee Conduct and Disciplinary Action, of the Personnel Policy Manual.

      4) Discussion on amendment of Chapter 13, Grievance Policy and Procedure, of the Personnel Policy Manual.

   f. Presentation and discussion of updates to the Village Board Handbook.

   g. Discussion on performance of board, commission, and committee meetings following 2022 restructuring.

7. SCHEDULE NEXT MEETING DATE.

a. February 28, 2023 - Committee of the Whole - 5:30 p.m.

b. February 28, 2023 - Village Board - 7:00 p.m.

c. March 14, 2023 - Committee of the Whole - 5:30 p.m.

d. March 14, 2023 - Village Board - 7:00 p.m.

8. ADJOURNMENT.

Any person who has a qualifying disability as defined by the Americans with Disabilities Act that requires the meeting or materials at the meeting to be in an accessible location or format should contact the McFarland Municipal Center at (608)838-3153, 5915 Milwaukee Street, McFarland, Wisconsin, or village.clerk@mcfarland.wi.us by 2:00 p.m. at least 5 business days prior to the meeting so that any necessary arrangements can be made to accommodate each request. If the meeting or request is less than 5 business days from the meeting, requests for accommodations may still be made and reasonable efforts will be made to accommodate each request.

VILLAGE OF MCFARLAND

Village Board Minutes

Tuesday, January 24, 2023 - 7:00 PM

1. CALL TO ORDER.

Village President Clow called the regular meeting of the McFarland Village Board to order at 7:00 pm in the Community Room of the McFarland Municipal Center.

2. ROLL CALL.

Village Board members present: Village Trustee Hilary Brandt, Village Trustee Stephanie Brassington, Village President Carolyn Clow, Village Trustee Michael Flaherty, Village Trustee TJ Jerke, Village Trustee Carrie Nelson, Village Trustee Edward Wreh

Village Board members not present: None.

Staff Present: Administrator Matt Schuenke, Police Chief Aaron Chapin, Community and Economic Development Director Andrew Bremer, Public Works Director Lee Igl, Fire/EMS Director Chris Dennis, Communications & Technology Director Stephanie Miller, and HR Generalist Andrea Anderson.

3. PUBLIC ANNOUNCEMENTS, COMMUNICATIONS, AND PROCLAMATIONS.

President Clow recognized the members of Boy Scout Pack 53 who were in attendance.

a. *Salt Awareness Week - January 23rd through January 27th*

4. CONSENT AGENDA.

a. *All items listed under the Consent Agenda will be approved in one motion unless a Board member requests that the item be removed for individual discussion and action. Any item(s) removed for individual consideration shall be considered in the same order in which they were originally listed on the agenda under Business.*

1) *Motion to approve the minutes of the January 14, 2023 meeting.*

2) *Motion to approve checks in the amount of $9,353,944.18.*

3) *Motion to approve an updated Medical Direction Contract with Madison Emergency Physicians (MEP) and the Village of McFarland for MEP to provide medical direction for Emergency Medical Services contingent upon review by the Village Attorney.*

4) *Motion to approve submittal of two OEI Energy Innovation Grant Program Applications for a joint comprehensive energy plan with McFarland School District and Battery Storage Systems to be located at the Public Safety Center as recommended by the Sustainability and Natural Resources Committee.*

5) *Motion to approve Ordinance 2022-19, an ordinance rezoning certain lands at Grand View Outlot 1 from CO Conservancy to R-1 Single Family Residence to accommodate reconstruction of Lift Station No. 2. located at 6407 Pheasant Run as recommended by the Plan Commission.*

6) *Motion to approve Ordinance 2022-18, an ordinance rezoning certain lands at 6330*

Exchange Street, McFarland from CO Conservancy to R-1 Single Family Residence and rezoning certain lands at 4901 Burma Road from R-1 Single Family Residence to CO Conservancy as recommended by the Plan Commission.

7) *Motion to approve a Quit Claim Deed for the Village to acquire the "School Forest" from the School District of McFarland generally located adjacent to Indian Mound Middle School and Indian Mound Park.*

Trustee Flaherty requested item 4 be removed from the Consent Agenda. Trustee Wreh requested items 5 and 6 be removed from the Consent Agenda.

Motion by Village President Carolyn Clow, second by Village Trustee Hilary Brandt, to approve the consent agenda as presented for items 4.a.1) - 3) and item 4.a.7). Motion carries 7 - 0 - 0 by acclamation.

5. PUBLIC APPEARANCES.

a. *This is an opportunity for members of the public to address the Village Board for items that are not on the agenda. Please remember this is a hybrid meeting conducted in person and through the Zoom online meeting platform. Meeting attendees wishing to address the Board about items not on the agenda may do so at this time. Zoom attendees should type their name and address in the Question and Answer feature within the Zoom online meeting platform at this time. Members of the public who are present in person and wish to address the Board should fill out a public comment form and turn into the meeting chairperson. When you are called upon to speak, state your name, address, and provide your comments to the Board for their consideration. Please adhere to the 3-minute time limit. Additionally, you may send your public comments to village.clerk@mcfarland.wi.us to be included as part of the meeting.*

Members of the public may also speak during their selected agenda item as they designate on the public comment form or in the Question and Answer feature on Zoom.

None.

6. BUSINESS.

The Board took up the items removed from the Consent Agenda.

Consent Agenda Item 4.a.4) - Motion to approve submittal of two OEI Energy Innovation Grant Program Applications for a joint comprehensive energy plan with McFarland School District and Battery Storage Systems to be located at the Public Safety Center as recommended by the Sustainability and Natural Resources Committee.

Administrator Schuenke answered questions from the Board. Motion by Village President Carolyn Clow, second by Village Trustee Edward Wreh, to approve submittal of two OEI Energy Innovation Grant Program Applications for a joint comprehensive energy plan with McFarland School District and Battery Storage Systems to be located at the Public Safety Center as recommended by the Sustainability and Natural Resources Committee. Motion carries 7 - 0 - 0 by acclamation.

Consent Agenda Item 4.a.5) - Motion to approve Ordinance 2022-19, an ordinance rezoning certain lands at Grand View Outlot 1 from CO Conservancy to R-1 Single Family Residence

to accommodate reconstruction of Lift Station No. 2. located at 6407 Pheasant Run as recommended by the Plan Commission.

Community and Economic Development Director Bremer answered questions from the Board. Motion by Village President Carolyn Clow, second by Village Trustee Hilary Brandt, to approve Ordinance 2022-19, an ordinance rezoning certain lands at Grand View Outlot 1 from CO Conservancy to R-1 Single Family Residence to accommodate reconstruction of Lift Station No. 2. located at 6407 Pheasant Run as recommended by the Plan Commission. Motion carries 7 - 0 - 0 by acclamation.

Consent Agenda Item 4.a.6) Motion to approve Ordinance 2022-18, an ordinance rezoning certain lands at 6330 Exchange Street, McFarland from CO Conservancy to R-1 Single Family Residence and rezoning certain lands at 4901 Burma Road from R-1 Single Family Residence to CO Conservancy as recommended by the Plan Commission.

Community and Economic Development Director Bremer answered questions from the Board. Motion by Village President Carolyn Clow, second by Village Trustee Hilary Brandt, to approve Ordinance 2022-18, an ordinance rezoning certain lands at 6330 Exchange Street, McFarland from CO Conservancy to R-1 Single Family Residence and rezoning certain lands at 4901 Burma Road from R-1 Single Family Residence to CO Conservancy as recommended by the Plan Commission. Motion carries 7 - 0 - 0 by acclamation.

The Board returned to the regular Business items.

a. *Presentation and discussion from the McFarland Lion's Club on fundraising efforts to support the reconstruction of the skate park within William McFarland Park.*
   President Clow announced that the presenter for this item was not available and the presentation would be postponed to a future meeting.

b. *Public Safety Committee (Trustees Wreh & Brandt)*

1) *Discussion and action on a Tourist Rooming House Permit application for Carolyn Rink and Chris Fugate for the property at 6611 Sleepy Hollow Road.*
   Motion by Village Trustee Edward Wreh, second by Village Trustee Hilary Brandt, to approve a Tourist Rooming House Permit application for Carolyn Rink and Chris Fugate for the property at 6611 Sleepy Hollow Road. Motion carries 7 - 0 - 0 by acclamation.

c. *Parks and Recreation Committee (Trustees Jerke and Nelson)*
   Sustainability & Natural Resources Commitee (Trustees Flaherty and Wreh)

1) *Discussion and action regarding acceptance of the Lewis Park Water Access Plan.*
   Trustees Brandt and Wreh left the room at 7:18 p.m.

   Administrator Schuenke indicated that this project would be included in the Board's future discussions on Goals/Objectives and the Capital Improvement Plan.

   Motion by Village Trustee TJ Jerke, second by Village Trustee Carrie Nelson, to accept the Lewis Park Water Access Plan. Motion carries 5 - 0 - 0 by acclamation.

d. *Personnel Committee (Trustees Nelson, Jerke, & Wreh)*

1) *Discussion on creation of a Concealed Weapons and Firearms in the Workplace Policy within the Personnel Policy Manual.*

HR Generalist Anderson presented the creation of a Concealed Weapons and Firearms in the Workplace Policy within the Personnel Policy Manual. The Board discussed and did not propose any changes. This policy will come forward for approval with the updated manual.

2) *Discussion on creation of a Meals Policy within the Personnel Policy Manual*

HR Generalist Anderson presented the creation of a Meals Policy within the Personnel Policy Manual. The Board discussed and did not propose any changes. This policy will come forward for approval with the updated manual.

3) *Discussion on creation of a Travel Policy within the Personnel Policy Manual.*

HR Generalist Anderson presented the creation of a Travel Policy within the Personnel Policy Manual. The Board discussed and did not propose any changes. This policy will come forward for approval with the updated manual.

4) *Discussion on amendment of Chapter 8, Termination of Employment, of the Personnel Policy Manual.*

HR Generalist Anderson presented an amendment of Chapter 8, Termination of Employment, of the Personnel Policy Manual. The Board discussed and did not propose any changes. This policy will come forward for approval with the updated manual.

Trustees Wreh and Brandt returned at 7:26 p.m.

5) *Discussion on amendment and consolidation of Chapter 19, Sick Leave, of the Personnel Policy Manual and Chapter 10, Sick Leave, of the Compensation and Benefits Manual.*

HR Generalist Anderson presented the amendment and consolidation of Chapter 19, Sick Leave, of the Personnel Policy Manual and Chapter 10, Sick Leave, of the Compensation and Benefits Manual. The Board discussed and asked staff to review options for borrowing sick leave beyond the first year of employment. This policy will come forward for approval with the updated manual.

e. *Discussion and action to accept a proposal in order to award a contract for a communications and engagement plan.*

Administrator Schuenke outlined the proposal and he and Communications and Technology Director Miller answered questions from the Board. The Board discussed concerns regarding the order and timing of the tasks identified in the proposal.

Motion by Village Trustee TJ Jerke, second by Village Trustee Michael Flaherty, to accept the proposal from Revelations in order to award a contract for the development of a communications and engagement plan subject to the preparation and approval of a contract by the Village Attorney. Motion carries 7 - 0 - 0 by acclamation.

f. *Discussion and action regarding meeting format plan for boards, commissions, and committees.*

Motion by Village President Carolyn Clow, second by Village Trustee Stephanie

Brassington, to approve continuation of the current meeting format for boards, commissions, and committees and to revisit the discussion at the July 12, 2023 Village Board meeting. Motion carries 7 - 0 - 0 by acclamation.

7. REQUESTS FOR REFERRAL OF NEW ITEMS.

a. *Discussion and action on referral of review of Chapter II, Article XI of the Village Code of Ordinances regarding Tourist Rooming Houses.*

Motion by Village Trustee Edward Wreh, second by Village President Carolyn Clow, to refer the review of Chapter II, Article XI of the Village Code of Ordinances regarding Tourist Rooming Houses. President Clow amended the motion to indicate that the matter would be referred to the Public Safety Committee. Amendment accepted by Trustee Wreh and President Clow. Amended motion carries 7 - 0 - 0 by acclamation.

8. SCHEDULE NEXT MEETING DATE.

President Clow announced that in addition to the meetings listed on the agenda, there would also be a Committee of the Whole meeting on February 14, 2023 at 5:30 p.m. and a Village Board meeting on February 14, 2023 at 7:00 p.m.

a. *February 28, 2023 - Committee of the Whole - 5:30 p.m.*

b. *February 28, 2023 - Village Board - 7:00 p.m.*

c. *March 14, 2023 - Committee of the Whole - 5:30 p.m.*

d. *March 14, 2023 - Village Board - 7:00 p.m.*

9. ADJOURNMENT.

Motion by Village Trustee Stephanie Brassington, second by Village Trustee Edward Wreh, to adjourn at 8:19 p.m.

Pursuant to law, written notice of this meeting was given to the public and posted on the public bulletin boards in accordance with Open Meetings Law.

Respectfully submitted,
Tanya O'Malley
Deputy Clerk

Report Criteria:
Detail report type printed

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
10	ARAMARK	6140109449	MAT RENTAL	1	01/13/2023	52.33	.00	52.33	02/09/2023
		6140113324	MAT RENTAL	1	01/20/2023	52.33	.00	52.33	02/09/2023
		6140117378	MAT RENTAL	1	01/27/2023	52.33	.00	52.33	02/09/2023
		6140121118	MAT RENTAL	1	02/03/2023	52.33	.00	52.33	02/09/2023
Total 10:						209.32	.00	209.32	
30	ALLIANT ENERGY/WP&L	011923	MCDANIEL PARK	1	01/19/2023	90.16	.00	90.16	01/27/2023
		011923	2860 HIDDEN FARM FLO	2	01/19/2023	29.96	.00	29.96	01/27/2023
		011923	6300 ELVEHJEM RD/DOG	3	01/19/2023	1,644.03	.00	1,644.03	01/27/2023
		012423	SIRENS	1	01/24/2023	31.50	.00	31.50	02/03/2023
		012423	4901 TERMINAL DR	2	01/24/2023	103.53	.00	103.53	02/03/2023
		012423	WATER TOWER HOLSCH	3	01/24/2023	22.61	.00	22.61	02/03/2023
		012423	WATER TOWER BURMA	4	01/24/2023	79.19	.00	79.19	02/03/2023
		012423	LEWIS PARK	5	01/24/2023	404.44	.00	404.44	02/03/2023
		012423	BRANDT PARK	6	01/24/2023	51.57	.00	51.57	02/03/2023
		012423	WELL #3	7	01/24/2023	1,732.25	.00	1,732.25	02/03/2023
		012423	WELL #3	8	01/24/2023	176.72	.00	176.72	02/03/2023
		012423	WELL #4	9	01/24/2023	91.21	.00	91.21	02/03/2023
		012423	LIFT #1	10	01/24/2023	322.57	.00	322.57	02/03/2023
		012423	LIFT #2	11	01/24/2023	180.59	.00	180.59	02/03/2023
		012423	5802 MAIN ST (JOINT/HO	12	01/24/2023	437.50	.00	437.50	02/03/2023
		012423	LIFT #3	13	01/24/2023	74.30	.00	74.30	02/03/2023
		012423	FLOWER CORNER	14	01/24/2023	39.17	.00	39.17	02/03/2023
		012423	TRAFFIC FLASHERS - CR	15	01/24/2023	20.24	.00	20.24	02/03/2023
		012423	GAZEBO	16	01/24/2023	118.92	.00	118.92	02/03/2023
		012423	CEDAR GLADE AERATOR	17	01/24/2023	17.27	.00	17.27	02/03/2023
		012423	STREET LIGHTING (2)	18	01/24/2023	460.01	.00	460.01	02/03/2023
		012423	TRAFFIC FLASHERS - BA	19	01/24/2023	21.30	.00	21.30	02/03/2023
		012423	TRAFFIC FLASHERS - FA	20	01/24/2023	20.36	.00	20.36	02/03/2023
		012423	TRAFFIC FLASHERS - FA	21	01/24/2023	19.84	.00	19.84	02/03/2023
		012423	WELL #1	22	01/24/2023	159.39	.00	159.39	02/03/2023
		012423	WELL #1	23	01/24/2023	636.54	.00	636.54	02/03/2023
		012423	LIFT #5	24	01/24/2023	295.12	.00	295.12	02/03/2023
		012423	5307 HOUGH ST	25	01/24/2023	16.70	.00	16.70	02/03/2023
		112475000-0	STREET LIGHTING (1)	1	01/27/2023	9,030.93	.00	9,030.93	02/09/2023
		6922801707-	PSC ELECTRICITY	1	01/19/2023	13,683.78	.00	13,683.78	01/27/2023
Total 30:						30,011.70	.00	30,011.70	
41	AMERICAN WATERWORK	7002082803-	AWWA MEMBERSHIP	1	12/21/2022	418.00	.00	418.00	02/09/2023
Total 41:						418.00	.00	418.00	
44	ANDERSEN, LORI	LA012623	FOIL BAKING CUPS	1	01/26/2023	3.57	.00	3.57	02/09/2023
		LA012623	ITEMS FOR MEALS DUE	2	01/26/2023	153.79	.00	153.79	02/09/2023
Total 44:						157.36	.00	157.36	
68	BADGER WELDING SUPP	3750848	ACETYLENE & OXYGEN	1	01/31/2023	1.86	.00	1.86	02/09/2023
		3750848	ACETYLENE & OXYGEN	2	01/31/2023	1.86	.00	1.86	02/09/2023
		3750848	ACETYLENE & OXYGEN	3	01/31/2023	1.86	.00	1.86	02/09/2023
		3750848	ACETYLENE & OXYGEN	4	01/31/2023	6.82	.00	6.82	02/09/2023

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
Total 68:						12.40	.00	12.40	
104	BOBCAT OF MADISON IN	01-108829	TOOLCAT MAINTENANCE	1	01/27/2023	83.17	.00	83.17	02/09/2023
		01-108829	TOOLCAT MAINTENANCE	2	01/27/2023	22.68	.00	22.68	02/09/2023
		01-108829	TOOLCAT MAINTENANCE	3	01/27/2023	22.68	.00	22.68	02/09/2023
		01-108829	TOOLCAT MAINTENANCE	4	01/27/2023	22.68	.00	22.68	02/09/2023
Total 104:						151.21	.00	151.21	
115	BRANDT, BRETT	BB012923	PLOW MEALS	1	01/29/2023	35.00	.00	35.00	02/09/2023
Total 115:						35.00	.00	35.00	
158	CHARTER COMMUNICATI	0003261020	CHARTER CABLE	1	02/01/2023	110.44	.00	110.44	02/09/2023
Total 158:						110.44	.00	110.44	
225	DANE CO HIGHWAY	29728	SALT BRINE	1	12/31/2022	1,200.00	.00	1,200.00	02/09/2023
Total 225:						1,200.00	.00	1,200.00	
227	DANE CO CHIEFS' OF PO	2023-MFPD	DUES-CHAPIN/JOB	1	02/03/2023	100.00	.00	100.00	02/09/2023
Total 227:						100.00	.00	100.00	
247	DANE CO TREASURER	154-020223	JAIL & SURCHARGES - J	1	02/02/2023	1,700.20	.00	1,700.20	02/09/2023
Total 247:						1,700.20	.00	1,700.20	
252	DANE CO TREASURER	2312	MAMSWP AGREEMENT	1	01/15/2023	4,393.00	.00	4,393.00	02/09/2023
Total 252:						4,393.00	.00	4,393.00	
267	DEMCO INC	7241798	LIBRARY SUPPLIES	1	01/10/2023	170.63	.00	170.63	02/09/2023
		7254235	LIBRARY SUPPLIES	1	02/02/2023	552.95	.00	552.95	02/09/2023
Total 267:						723.58	.00	723.58	
341	ENVIRONMENT CONTRO	25779-613	JANITORIAL SERVICES	1	02/01/2023	2,699.00	.00	2,699.00	02/09/2023
		25860-613	MC CLEANING	1	02/01/2023	2,079.00	.00	2,079.00	02/09/2023
		26087-613	PUBLIC WORKS CLEANI	1	02/01/2023	506.00	.00	506.00	02/09/2023
		26087-613	PUBLIC WORKS CLEANI	2	02/01/2023	138.00	.00	138.00	02/09/2023
		26087-613	PUBLIC WORKS CLEANI	3	02/01/2023	138.00	.00	138.00	02/09/2023
		26087-613	PUBLIC WORKS CLEANI	4	02/01/2023	138.00	.00	138.00	02/09/2023
Total 341:						5,698.00	.00	5,698.00	
361	FIRST SUPPLY LLC MADI	13544861-00	WATER-HYDRANT MAINT	1	02/02/2023	1,682.00	.00	1,682.00	02/09/2023
Total 361:						1,682.00	.00	1,682.00	
395	GENERAL COMMUNICATI	315921	GEN COMM	1	02/07/2023	775.90	.00	775.90	02/09/2023
Total 395:						775.90	.00	775.90	
408	GRAINGER INC	9562085986	PW SHOP SUPPLIES	1	01/04/2023	47.25	.00	47.25	02/09/2023

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
		9562085986	PW SHOP SUPPLIES	2	01/04/2023	12.88	.00	12.88	02/09/2023
		9562085986	PW SHOP SUPPLIES	3	01/04/2023	12.88	.00	12.88	02/09/2023
		9562085986	PW SHOP SUPPLIES	4	01/04/2023	12.88	.00	12.88	02/09/2023
		9563523548	VEHICLE MAINTENANCE	1	01/05/2023	90.12	.00	90.12	02/09/2023
		9563920025	CHANNEL LOCKS	1	01/05/2023	14.14	.00	14.14	02/09/2023
		9569581276	GRAINGER WATER HOS	1	01/11/2023	265.02-	.00	265.02-	02/09/2023
		9569814057	COIN BATTERY	1	01/11/2023	6.78	.00	6.78	02/09/2023
		9571852525	GRAINGER PROLATCH B	1	01/12/2023	67.12	.00	67.12	02/09/2023
		9585609556	PLOW TRUCK REPAIR	1	01/25/2023	34.06	.00	34.06	02/09/2023
		9585609556	PLOW TRUCK REPAIR	2	01/25/2023	34.06	.00	34.06	02/09/2023
		9585609556	PLOW TRUCK REPAIR	3	01/25/2023	34.06	.00	34.06	02/09/2023
		9585609556	PLOW TRUCK REPAIR	4	01/25/2023	124.91	.00	124.91	02/09/2023
Total 408:						226.12	.00	226.12	
508	KNOX COMPANY	INV-KA-1508	KNOX MED BOX	1	01/04/2023	6,120.00	.00	6,120.00	02/09/2023
Total 508:						6,120.00	.00	6,120.00	
575	MADISON MET SEWERA	IN000018296	4TH QUARTER CHARGE	1	12/31/2022	216,182.84	.00	216,182.84	02/09/2023
Total 575:						216,182.84	.00	216,182.84	
581	MADISON TRUCK EQUIP	1-102045	VEHICLE MAINTENANCE	1	01/25/2023	87.94	.00	87.94	02/09/2023
		1-102045	VEHICLE MAINTENANCE	2	01/25/2023	87.94	.00	87.94	02/09/2023
		1-102045	VEHICLE MAINTENANCE	3	01/25/2023	87.94	.00	87.94	02/09/2023
		1-102045	VEHICLE MAINTENANCE	4	01/25/2023	322.42	.00	322.42	02/09/2023
		1-102155	SPARE PARTS	1	01/31/2023	186.91	.00	186.91	02/09/2023
		1-102155	SPARE PARTS	2	01/31/2023	50.97	.00	50.97	02/09/2023
		1-102155	SPARE PARTS	3	01/31/2023	50.97	.00	50.97	02/09/2023
		1-102155	SPARE PARTS	4	01/31/2023	50.97	.00	50.97	02/09/2023
Total 581:						926.06	.00	926.06	
603	MCFARLAND CHAMBER	013123	ROOM TAX DISBURSEME	1	01/31/2023	2,199.88	.00	2,199.88	02/09/2023
		45874	CHAMBER DUES	1	03/01/2023	510.00	.00	510.00	02/09/2023
Total 603:						2,709.88	.00	2,709.88	
621	MCFARLANE MANUFACT	WO58029	KABOTA REPAIR	1	11/29/2022	61.35	.00	61.35	02/09/2023
		WO58029	KABOTA REPAIR	2	11/29/2022	16.73	.00	16.73	02/09/2023
		WO58029	KABOTA REPAIR	3	11/29/2022	16.73	.00	16.73	02/09/2023
		WO58029	KABOTA REPAIR	4	11/29/2022	16.73	.00	16.73	02/09/2023
Total 621:						111.54	.00	111.54	
634	MENARDS - MONONA	42750	PARKS SUPPLIES	1	01/10/2023	159.60	.00	159.60	02/09/2023
		42923	LIBRARY BUILDING SUP	1	01/13/2023	27.88	.00	27.88	02/09/2023
		43111	PW FACILITY MAINTENA	1	01/17/2023	16.49	.00	16.49	02/09/2023
		43111	PW FACILITY MAINTENA	2	01/17/2023	4.50	.00	4.50	02/09/2023
		43111	PW FACILITY MAINTENA	3	01/17/2023	4.50	.00	4.50	02/09/2023
		43111	PW FACILITY MAINTENA	4	01/17/2023	4.50	.00	4.50	02/09/2023
		43162	PW SHOP FACILITY MAIN	1	01/18/2023	13.23	.00	13.23	02/09/2023
		43162	PW SHOP FACILITY MAIN	2	01/18/2023	3.61	.00	3.61	02/09/2023
		43162	PW SHOP FACILITY MAIN	3	01/18/2023	3.61	.00	3.61	02/09/2023
		43162	PW SHOP FACILITY MAIN	4	01/18/2023	3.61	.00	3.61	02/09/2023
		43166	SUPPLIES FOR HOUSE	1	01/18/2023	23.96	.00	23.96	02/09/2023

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
		43242	PW SUPPLIES	1	01/20/2023	43.89	.00	43.89	02/09/2023
		43242	PW SUPPLIES	2	01/20/2023	11.97	.00	11.97	02/09/2023
		43242	PW SUPPLIES	3	01/20/2023	11.97	.00	11.97	02/09/2023
		43242	PW SUPPLIES	4	01/20/2023	11.97	.00	11.97	02/09/2023
		43470	VEHICLE MAINTENANCE	1	01/25/2023	2.99	.00	2.99	02/09/2023
		43574	PW SUPPLIES	1	01/27/2023	4.05	.00	4.05	02/09/2023
		43574	PW SUPPLIES	2	01/27/2023	4.05	.00	4.05	02/09/2023
		43574	PW SUPPLIES	3	01/27/2023	4.05	.00	4.05	02/09/2023
		43574	PW SUPPLIES	4	01/27/2023	14.82	.00	14.82	02/09/2023
		43574	WATER SUPPLIES	5	01/27/2023	20.95	.00	20.95	02/09/2023
		43586	PARKS SUPPLIES	1	01/27/2023	31.92	.00	31.92	02/09/2023
Total 634:						428.12	.00	428.12	
640	MGE	1700324512-	4820 MARSH RD--SOCCE	1	01/27/2023	166.95	.00	166.95	02/03/2023
		3800120935-	STREET LIGHTS	1	01/30/2023	39.80	.00	39.80	02/03/2023
		4900117592-	STREET LIGHTS	1	01/30/2023	26.12	.00	26.12	02/03/2023
		6300112994-	STREET LIGHT	1	02/02/2023	689.57	.00	689.57	02/09/2023
		7400232719-	LIFT #5 GAS	1	01/30/2023	154.56	.00	154.56	02/03/2023
		8600157181-	LIFT #4 ELECT	1	01/30/2023	48.84	.00	48.84	02/03/2023
		9281913525-	STREET LIGHTS	1	01/30/2023	29.52	.00	29.52	02/03/2023
Total 640:						1,155.36	.00	1,155.36	
667	MINNESOTA LIFE INS CO	002832L-MA	MARCH LIFE INSURANC	1	02/01/2023	1,481.48	.00	1,481.48	02/09/2023
Total 667:						1,481.48	.00	1,481.48	
747	PIONEER RIM & WHEEL	03CQ6139	M7 MAINTENANCE	1	02/02/2023	347.05	.00	347.05	02/09/2023
Total 747:						347.05	.00	347.05	
797	REINDERS INC	2294789-00	FACILITY MAINTENANCE	1	01/23/2023	155.00	.00	155.00	02/09/2023
		2294789-00	SALT PW & PARKS	2	01/23/2023	155.50	.00	155.50	02/09/2023
		2294789-00	SALT MUNICIPAL CENTE	3	01/23/2023	155.00	.00	155.00	02/09/2023
Total 797:						465.50	.00	465.50	
800	RELIANT FIRE APPARAT	CI005722	FD VEHICLE MAINT	1	02/07/2023	325.43	.00	325.43	02/09/2023
Total 800:						325.43	.00	325.43	
818	ROTO ROOTER SEWER	212907	LIFTSTATION CLEANING	1	01/13/2023	1,675.00	.00	1,675.00	02/09/2023
Total 818:						1,675.00	.00	1,675.00	
836	SCHILLING SUPPLY COM	904133-00	BATHROOM SUPPLIES	1	01/24/2023	89.72	.00	89.72	02/09/2023
		904136-00	BATHROOM SUPPLIES	1	01/24/2023	83.95	.00	83.95	02/09/2023
		906141-00	BATHROOM SUPPLIES	1	02/07/2023	143.35	.00	143.35	02/09/2023
Total 836:						317.02	.00	317.02	
879	SOUTH CENTRAL LIBRA	23-064	OVERDRIVE FEES	1	01/11/2023	5,884.00	.00	5,884.00	02/09/2023
		23-105	OVERDRIVE FEES	1	01/11/2023	321.00	.00	321.00	02/09/2023
		23-146	OVERDRIVE FEES	1	01/17/2023	385.00	.00	385.00	02/09/2023
		23-190	PC RESERVATION SYST	1	01/17/2023	180.00	.00	180.00	02/09/2023

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
Total 879:						6,770.00	.00	6,770.00	
961	TOWN OF DUNN	TODML-2301	EXCHANGE ST BRIDGE I	1	01/26/2023	1,127.00	.00	1,127.00	02/09/2023
Total 961:						1,127.00	.00	1,127.00	
992	US CELLULAR	0557979463	PD PHONE	1	01/22/2023	789.97	.00	789.97	02/09/2023
		0557979463	FD/EMS PHONE	2	01/22/2023	349.63	.00	349.63	02/09/2023
		0557979463	OUTREACH PHONE	3	01/22/2023	115.00	.00	115.00	02/09/2023
		0557979463	CABLE/COMMTECH PHO	4	01/22/2023	42.50	.00	42.50	02/09/2023
		0557979463	PW PHONE	5	01/22/2023	123.21	.00	123.21	02/09/2023
		0557979463	WATER PHONE	6	01/22/2023	123.21	.00	123.21	02/09/2023
		0557979463	SEWER PHONE	7	01/22/2023	123.21	.00	123.21	02/09/2023
		0557979463	COMMDEV PHONE	8	01/22/2023	.94	.00	.94	02/09/2023
		0557979463	PW TABLETS	9	01/22/2023	236.41	.00	236.41	02/09/2023
		0557979463	WATER TABLETS	10	01/22/2023	236.42	.00	236.42	02/09/2023
		0557979463	SEWER TABLETS	11	01/22/2023	236.42	.00	236.42	02/09/2023
		0557979463	PARKS TABLETS	12	01/22/2023	155.44	.00	155.44	02/09/2023
Total 992:						2,532.36	.00	2,532.36	
995	USABLUEBOOK	250206	SAMPLE VIALS	1	01/27/2023	131.02	.00	131.02	02/09/2023
Total 995:						131.02	.00	131.02	
1015	VILLAGE OF MCFARLAN	013123	2022 RE TAXES - NORTH	1	01/31/2023	4,661.00	.00	4,661.00	02/01/2023
		013123-WAT	VOM 5541 HOLSCHER R	1	01/31/2023	115.08	.00	115.08	02/09/2023
		013123-WAT	FLOWER CORNER	2	01/31/2023	75.32	.00	75.32	02/09/2023
		013123-WAT	LEWIS PARK	3	01/31/2023	181.14	.00	181.14	02/09/2023
		013123-WAT	MCDANIEL PARK	4	01/31/2023	212.11	.00	212.11	02/09/2023
		013123-WAT	MCDANIEL PARK - BUBB	5	01/31/2023	49.00	.00	49.00	02/09/2023
		013123-WAT	GAZEBO	6	01/31/2023	64.94	.00	64.94	02/09/2023
		013123-WAT	3234 CTY HWY AB	7	01/31/2023	129.02	.00	129.02	02/09/2023
		013123-WAT	DOG PARK 6300 ELVEHJ	8	01/31/2023	187.24	.00	187.24	02/09/2023
		013123-WAT	LEWIS PARK ICE RINK	9	01/31/2023	4,894.28	.00	4,894.28	02/09/2023
Total 1015:						10,569.13	.00	10,569.13	
1019	BAKER TILLY VIRCHOW	BT2296755	IMPACT FEE STUDY - PS	1	01/30/2023	2,043.00	.00	2,043.00	02/09/2023
Total 1019:						2,043.00	.00	2,043.00	
1093	WI STATE LABORATORY	735041	FLUORIDE TEST	1	01/31/2023	28.00	.00	28.00	02/09/2023
Total 1093:						28.00	.00	28.00	
1094	WI SUPREME COURT	680-0000000	CONTINUING JUDICIAL E	1	01/31/2023	700.00	.00	700.00	02/09/2023
Total 1094:						700.00	.00	700.00	
1256	BOUND TREE MEDICAL,	84836168	EMS - SUPPLIES	1	01/24/2023	109.98	.00	109.98	02/09/2023
		84836169	EMS - SUPPLIES	1	01/24/2023	214.86	.00	214.86	02/09/2023
		84837815	EMS - SUPPLIES	1	01/25/2023	77.60	.00	77.60	02/09/2023
Total 1256:						402.44	.00	402.44	

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1264	BARNES INC	170104	HOLIDAY TREE COLLECT	1	01/31/2023	2,068.50	.00	2,068.50	02/09/2023
		170104	HOLIDAY TREE COLLECT	2	01/31/2023	2,068.50	.00	2,068.50	02/09/2023
Total 1264:						4,137.00	.00	4,137.00	
1397	ALL COMFORT SERVICE	74737891	MC HVAC REPAIRS	1	01/30/2023	268.75	.00	268.75	02/09/2023
Total 1397:						268.75	.00	268.75	
1694	HEARTLAND LITHO	66361	WATERCRAFT PERMITS	1	01/31/2023	391.82	.00	391.82	02/09/2023
		66426	DOG PARK DAILY PERMI	1	01/31/2023	132.37	.00	132.37	02/09/2023
Total 1694:						524.19	.00	524.19	
1709	VON BRIESEN & ROPER	415524	PERSONNEL ISSUES	1	01/23/2023	1,543.50	.00	1,543.50	02/09/2023
Total 1709:						1,543.50	.00	1,543.50	
1738	STATE OF WI TREASURE	154-020223	MONTHLY COURT FEES -	1	02/02/2023	9,635.77	.00	9,635.77	02/09/2023
Total 1738:						9,635.77	.00	9,635.77	
1759	MANDT SANDFILL TRUC	71306	SPOILS AND GRAVEL	1	01/24/2023	275.56	.00	275.56	02/09/2023
Total 1759:						275.56	.00	275.56	
1896	NAPA AUTO PARTS	873191	VEHICLE MAINTENANCE	1	01/18/2023	137.72	.00	137.72	02/09/2023
		873779	VEHICLE MAINTENANCE	1	01/23/2023	51.80	.00	51.80	02/09/2023
		873779	VEHICLE MAINTENANCE	2	01/23/2023	14.13	.00	14.13	02/09/2023
		873779	VEHICLE MAINTENANCE	3	01/23/2023	14.13	.00	14.13	02/09/2023
		873779	VEHICLE MAINTENANCE	4	01/23/2023	14.12	.00	14.12	02/09/2023
		873945	VEHICLE MAINTENANCE	1	01/24/2023	4.43	.00	4.43	02/09/2023
		873945	VEHICLE MAINTENANCE	2	01/24/2023	1.21	.00	1.21	02/09/2023
		873945	VEHICLE MAINTENANCE	3	01/24/2023	1.21	.00	1.21	02/09/2023
		873945	VEHICLE MAINTENANCE	4	01/24/2023	1.21	.00	1.21	02/09/2023
		875393	M7 MAINTENANCE	1	02/02/2023	30.15	.00	30.15	02/09/2023
		875548	SQUAD MAINTENANCE-	1	02/03/2023	10.64	.00	10.64	02/09/2023
Total 1896:						280.75	.00	280.75	
1909	CATERPILLAR FINANCIA	33445344	LOADER LEASE	1	01/23/2023	759.66	.00	759.66	02/09/2023
		33445344	LOADER LEASE	2	01/23/2023	253.23	.00	253.23	02/09/2023
		33445344	LOADER LEASE	3	01/23/2023	253.23	.00	253.23	02/09/2023
		33445344	LOADER LEASE	4	01/23/2023	253.23	.00	253.23	02/09/2023
Total 1909:						1,519.35	.00	1,519.35	
1910	ZURBUCHEN OIL INC	267036	DYED DIESEL FUEL	1	01/27/2023	864.64	.00	864.64	02/09/2023
Total 1910:						864.64	.00	864.64	
1921	FRONTIER	012223	LIBRARY PHONE	1	01/22/2023	113.82	.00	113.82	02/03/2023
Total 1921:						113.82	.00	113.82	
1948	MCFARLAND KWIK TRIP	020223	RESTITUTION FROM M K	1	02/02/2023	48.91	.00	48.91	02/09/2023

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Total 1948:						48.91	.00	48.91	
1975	MADISON PUBLIC LIBRA	011323	LOST BOOK PAYMENT	1	01/13/2023	13.95	.00	13.95	02/09/2023
Total 1975:						13.95	.00	13.95	
1989	CORPORATE BUSINESS	33301576	COPIER LEASE	1	01/24/2023	19.77	.00	19.77	02/03/2023
		33301576	COPIER LEASE	2	01/24/2023	19.77	.00	19.77	02/03/2023
		33301576	COPIER LEASE	3	01/24/2023	19.77	.00	19.77	02/03/2023
		33301576	COPIER LEASE	4	01/24/2023	72.55	.00	72.55	02/03/2023
Total 1989:						131.86	.00	131.86	
2008	THE HOMESTEADER'S S	93822	MOWER PARTS	1	01/19/2023	24.91	.00	24.91	02/09/2023
		93822	MOWER PARTS	2	01/19/2023	24.91	.00	24.91	02/09/2023
		93822	MOWER PARTS	3	01/19/2023	24.91	.00	24.91	02/09/2023
		93822	MOWER PARTS	4	01/19/2023	91.34	.00	91.34	02/09/2023
Total 2008:						166.07	.00	166.07	
2042	THOMSON REUTERS	847787554	WEST INFORMATION CH	1	02/01/2023	208.93	.00	208.93	02/09/2023
Total 2042:						208.93	.00	208.93	
2058	MICROMARKETING LLC	911078	AUDIO BOOKS	1	01/17/2023	50.00	.00	50.00	02/09/2023
Total 2058:						50.00	.00	50.00	
2066	PELLITTERI WASTE SYS	3453441	TRASH SERVICE	1	01/31/2023	23,250.90	.00	23,250.90	02/03/2023
		3453441	RECYCLING SERVICE	2	01/31/2023	15,320.00	.00	15,320.00	02/03/2023
		3453441	PD SHRED	3	01/31/2023	56.38	.00	56.38	02/03/2023
		3453441	FIRE/EMS SHRED	4	01/31/2023	14.10	.00	14.10	02/03/2023
		3453441	ADMIN SHRED	5	01/31/2023	42.29	.00	42.29	02/03/2023
Total 2066:						38,683.67	.00	38,683.67	
2070	KKS PROPERTY	2022	2022 TRUE UP PAYMENT	1	01/17/2023	224.74-	.00	224.74-	02/09/2023
		2023-02	COMMON AREA MAINT. F	1	02/01/2023	400.00	.00	400.00	02/09/2023
Total 2070:						175.26	.00	175.26	
2082	NASSCO INC	6256689	CLEANING SUPPLIES	1	02/02/2023	133.39	.00	133.39	02/09/2023
		6257535	MC SUPPLIES	1	02/06/2023	117.39	.00	117.39	02/09/2023
Total 2082:						250.78	.00	250.78	
2089	MIDWEST METER INC	0150071-CM	CREDIT FOR NOT NEEDE	1	12/22/2022	2,602.00-	.00	2,602.00-	02/09/2023
		0151181-IN	METER ERT CELLULAR	1	01/27/2023	166.45	.00	166.45	02/09/2023
		0151181-IN	METER COUPLINGS	2	01/27/2023	526.45	.00	526.45	02/09/2023
		0151420-IN	METERS FOR CELLULAR	1	02/03/2023	14,296.48	.00	14,296.48	02/09/2023
		0151421-IN	METER ERT CELLULAR	1	02/03/2023	11,500.00	.00	11,500.00	02/09/2023
Total 2089:						23,887.38	.00	23,887.38	
2121	LAKESIDE INTERNATION	8120209	VEHICLE MAINTENANCE	1	01/31/2023	234.79	.00	234.79	02/09/2023
		8120209	VEHICLE MAINTENANCE	2	01/31/2023	234.79	.00	234.79	02/09/2023

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
		8120209	VEHICLE MAINTENANCE	3	01/31/2023	234.79	.00	234.79	02/09/2023
		8120209	VEHICLE MAINTENANCE	4	01/31/2023	860.92	.00	860.92	02/09/2023
		8262397P	VEHICLE MAINTENANCE	1	01/27/2023	42.79	.00	42.79	02/09/2023
		8262397P	VEHICLE MAINTENANCE	2	01/27/2023	11.67	.00	11.67	02/09/2023
		8262397P	VEHICLE MAINTENANCE	3	01/27/2023	11.67	.00	11.67	02/09/2023
		8262397P	VEHICLE MAINTENANCE	4	01/27/2023	11.67	.00	11.67	02/09/2023
Total 2121:						1,643.09	.00	1,643.09	
2213	RIVISTAS LLC	15966	MAGAZINE SUBSRIPTIO	1	01/25/2023	2,860.68	.00	2,860.68	02/09/2023
Total 2213:						2,860.68	.00	2,860.68	
9140	TRITECH FORENSICS IN	00831853	EVIDENCE SUPPLIES	1	01/20/2023	157.80	.00	157.80	02/09/2023
Total 9140:						157.80	.00	157.80	
16236	WEBER, MARK	MW011923	PLOW & WATER LATERA	1	01/19/2023	25.77	.00	25.77	02/09/2023
Total 16236:						25.77	.00	25.77	
16257	CORPORATE BUSINESS	334493	COPIER LEASE	1	02/01/2023	55.71	.00	55.71	02/03/2023
Total 16257:						55.71	.00	55.71	
16296	DANE CO DEPT OF HUM	DEC2022	MEALSITE DONATION - C	1	12/31/2022	496.50	.00	496.50	01/27/2023
		DEC2022	MEALSITE DONATION - M	2	12/31/2022	4,267.50	.00	4,267.50	01/27/2023
		JAN2023	MEALSITE DONATION - C	1	01/31/2023	620.50	.00	620.50	02/09/2023
		JAN2023	MEALSITE DONATION - M	2	01/31/2023	1,537.50	.00	1,537.50	02/09/2023
Total 16296:						6,922.00	.00	6,922.00	
16315	CRAFT, ANTHONY	AC012023	TRAINING MEALS	1	01/20/2023	46.79	.00	46.79	02/09/2023
Total 16315:						46.79	.00	46.79	
16333	WI DEPT OF JUSTICE - TI	455TIME-000	TIME ACCESS	1	01/10/2023	384.00	.00	384.00	02/09/2023
Total 16333:						384.00	.00	384.00	
16545	DEPT OF SAFETY AND P	013023	RUDY/CRAFT SPECIAL U	1	01/30/2023	25.00	.00	25.00	02/03/2023
Total 16545:						25.00	.00	25.00	
16640	TOP PACK DEFENSE LLC	9768	UNIFORM ALLOWANCE B	1	01/04/2023	500.00	.00	500.00	02/09/2023
		9881	UNIFORM ALLOWANCE P	1	01/04/2023	17.99	.00	17.99	02/09/2023
		9902	REPLACEMENT PEPPER	1	01/20/2023	61.25	.00	61.25	02/09/2023
		9948	UNIFORM ALLOWACE GE	1	02/03/2023	396.00	.00	396.00	02/09/2023
Total 16640:						975.24	.00	975.24	
16655	WI DEPT OF TRANSPORT	395-0000294	EXCHANGE ST PRELIMIN	1	02/01/2023	3.54	.00	3.54	02/09/2023
Total 16655:						3.54	.00	3.54	
16680	CARDMEMBER SERVICE	MSB-011923	SCHUENKE	1	01/19/2023	14.99	.00	14.99	01/27/2023
		MSB-011923	LAWRENCE	2	01/19/2023	105.80	.00	105.80	01/27/2023

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
		MSB-011923	COX	3	01/19/2023	265.50	.00	265.50	01/27/2023
		MSB-011923	JACOBSEN	4	01/19/2023	233.48	.00	233.48	01/27/2023
		MSB-011923	ANDERSEN	5	01/19/2023	339.31	.00	339.31	01/27/2023
		MSB-011923	JOB	6	01/19/2023	2,746.55	.00	2,746.55	01/27/2023
		MSB-011923	REIMER	7	01/19/2023	1,768.91	.00	1,768.91	01/27/2023
		MSB-011923	SUETTINGER	8	01/19/2023	342.28	.00	342.28	01/27/2023
		MSB-011923	B WALLACE	9	01/19/2023	18.98	.00	18.98	01/27/2023
		MSB-011923	IRWIN	10	01/19/2023	868.28	.00	868.28	01/27/2023
		MSB-011923	J REITER	11	01/19/2023	340.39	.00	340.39	01/27/2023
		MSB-011923	MILLER	12	01/19/2023	3,235.08	.00	3,235.08	01/27/2023
		MSB-011923	HEASTY	13	01/19/2023	346.10	.00	346.10	01/27/2023
		MSB-011923	DENNIS	14	01/19/2023	274.79	.00	274.79	01/27/2023
		MSB-011923	CHAPIN	15	01/19/2023	640.00	.00	640.00	01/27/2023
		MSB-011923	D WALLACE	16	01/19/2023	242.77	.00	242.77	01/27/2023
		MSB-011923	LARSON	17	01/19/2023	189.98	.00	189.98	01/27/2023
		MSB-011923	BREMER	18	01/19/2023	2,398.38	.00	2,398.38	01/27/2023
		MSB-011923	SEYMOUR	19	01/19/2023	137.96	.00	137.96	01/27/2023
		MSB122022	ANDERSEN	1	12/20/2022	466.28	.00	466.28	01/27/2023
		MSB122022	LARSON	2	12/20/2022	726.23	.00	726.23	01/27/2023
		MSB122022	D WALLACE	3	12/20/2022	290.04	.00	290.04	01/27/2023
		MSB122022	B WALLACE	4	12/20/2022	13.59	.00	13.59	01/27/2023
		MSB122022	MARKHAM	5	12/20/2022	133.48	.00	133.48	01/27/2023
		MSB122022	CHAPIN	6	12/20/2022	3,910.47	.00	3,910.47	01/27/2023
		MSB122022	ENGLER	7	12/20/2022	24.78	.00	24.78	01/27/2023
		MSB122022	DENNIS	8	12/20/2022	3,302.91	.00	3,302.91	01/27/2023
		MSB122022	IGL	9	12/20/2022	245.09	.00	245.09	01/27/2023
		MSB122022	MILLER	10	12/20/2022	551.87	.00	551.87	01/27/2023
		MSB122022	J REITER	11	12/20/2022	1,365.68	.00	1,365.68	01/27/2023
		MSB122022	IRWIN	12	12/20/2022	138.74	.00	138.74	01/27/2023
		MSB122022	SEYMOUR	13	12/20/2022	284.81	.00	284.81	01/27/2023
		MSB122022	MAURER	14	12/20/2022	1,678.21	.00	1,678.21	01/27/2023
		MSB122022	SUETTINGER	15	12/20/2022	275.97	.00	275.97	01/27/2023
		MSB122022	REIMER	16	12/20/2022	128.44	.00	128.44	01/27/2023
		MSB122022	COX	17	12/20/2022	1,661.19	.00	1,661.19	01/27/2023
		MSB122022	T REITER	18	12/20/2022	131.28	.00	131.28	01/27/2023
		MSB122022	SCHUENKE	19	12/20/2022	149.99	.00	149.99	01/27/2023
		MSB122022	MOTL	20	12/20/2022	284.37	.00	284.37	01/27/2023
		MSB122022	JOB	21	12/20/2022	1,326.29	.00	1,326.29	01/27/2023
		MSB122022	JACOBSEN	22	12/20/2022	175.20	.00	175.20	01/27/2023
		MSB122022	ANDERSON	23	12/20/2022	33.75	.00	33.75	01/27/2023
		MSB122022	LAWRENCE	24	12/20/2022	22,076.72-	.00	22,076.72-	01/27/2023
Total 16680:						9,731.47	.00	9,731.47	
16712	LIFE-ASSIST, INC	1284672	MEDICAL SUPPLIES	1	01/13/2023	110.75	.00	110.75	02/09/2023
		1285389	MEDICAL SUPPLIES	1	01/17/2023	22.15	.00	22.15	02/09/2023
		1289066	MEDICAL BAGS	1	01/30/2023	999.80	.00	999.80	02/09/2023
Total 16712:						1,132.70	.00	1,132.70	
16747	WISCONSIN PRINTING	22533	NEWSLETTER-FEB 2023	1	01/31/2023	725.40	.00	725.40	02/09/2023
		22533	NEWSLETTER-POSTAGE	2	01/31/2023	111.76	.00	111.76	02/09/2023
Total 16747:						837.16	.00	837.16	
16782	MADISON EMERGENCY	INV1312	MEDICAL DIRECTION JA	1	01/19/2023	700.00	.00	700.00	02/09/2023

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
Total 16782:						700.00	.00	700.00	
16785	WISCONSIN LIBRARY AS	16760	LIBRARY LEGISLATIVE D	1	01/12/2023	28.00	.00	28.00	02/09/2023
Total 16785:						28.00	.00	28.00	
16829	REUTER, WHITISH & EVA	71389	GENERAL LEGAL	1	01/18/2023	8,201.50	.00	8,201.50	02/09/2023
		71389	GENERAL LEGAL	2	01/18/2023	160.00	.00	160.00	02/09/2023
		71389	GENERAL LEGAL	3	01/18/2023	352.00	.00	352.00	02/09/2023
		71389	GENERAL LEGAL	4	01/18/2023	3,656.00	.00	3,656.00	02/09/2023
		71389	GENERAL LEGAL	5	01/18/2023	464.00	.00	464.00	02/09/2023
		71390	PROSECUTIONS	1	01/18/2023	3,181.84	.00	3,181.84	02/09/2023
		71392	TID4 LEGAL	1	01/18/2023	2,790.00	.00	2,790.00	02/09/2023
		71398	PROSECUTIONS	1	01/18/2023	128.90	.00	128.90	02/09/2023
		71404	PROSECUTIONS	1	01/18/2023	261.00	.00	261.00	02/09/2023
		71405	PROSECUTIONS	1	01/18/2023	578.20	.00	578.20	02/09/2023
		71406	PROSECUTIONS	1	01/18/2023	242.60	.00	242.60	02/09/2023
		71407	PROSECUTIONS	1	01/18/2023	256.00	.00	256.00	02/09/2023
Total 16829:						20,272.04	.00	20,272.04	
16890	PIRTEK MADISON	MA-T000079	FRONT END LOADER MA	1	01/30/2023	74.94	.00	74.94	02/09/2023
		MA-T000079	FRONT END LOADER MA	2	01/30/2023	20.43	.00	20.43	02/09/2023
		MA-T000079	FRONT END LOADER MA	3	01/30/2023	20.43	.00	20.43	02/09/2023
		MA-T000079	FRONT END LOADER MA	4	01/30/2023	20.43	.00	20.43	02/09/2023
		MA-T000079	VEHICLE MAINTENANCE	1	01/31/2023	17.16	.00	17.16	02/09/2023
		MA-T000079	VEHICLE MAINTENANCE	2	01/31/2023	4.68	.00	4.68	02/09/2023
		MA-T000079	VEHICLE MAINTENANCE	3	01/31/2023	4.68	.00	4.68	02/09/2023
		MA-T000079	VEHICLE MAINTENANCE	4	01/31/2023	4.68	.00	4.68	02/09/2023
		MA-T000079	VEHICLE MAINTENANCE	1	01/31/2023	4.97	.00	4.97	02/09/2023
		MA-T000079	VEHICLE MAINTENANCE	2	01/31/2023	4.97	.00	4.97	02/09/2023
		MA-T000079	VEHICLE MAINTENANCE	3	01/31/2023	4.97	.00	4.97	02/09/2023
		MA-T000079	VEHICLE MAINTENANCE	4	01/31/2023	18.23	.00	18.23	02/09/2023
Total 16890:						200.57	.00	200.57	
16897	GERBER LEISURE PROD	9246	SUETTINGER BENCH	1	01/26/2023	1,937.00	.00	1,937.00	02/09/2023
Total 16897:						1,937.00	.00	1,937.00	
16985	WAUNAKEE PUBLIC LIBR	012323	LOST BOOK PAYMENT	1	01/23/2023	21.95	.00	21.95	02/09/2023
Total 16985:						21.95	.00	21.95	
17084	AMAZON CAPITAL SERVI	11N7-341Q-J	OFFICE SUPPLIES	1	01/26/2023	13.73	.00	13.73	02/09/2023
		11TT-RVRT-L	BOARD GAMES	1	01/15/2023	300.21	.00	300.21	02/09/2023
		133K-RVC6-	FACE MASKS	1	01/24/2023	16.98	.00	16.98	02/09/2023
		14LG-HG3J-	DVDS & CDS	1	02/07/2023	22.99	.00	22.99	02/09/2023
		14NL-J7MM-	PW SHOP SUPPLIES	1	01/19/2023	3.75	.00	3.75	02/09/2023
		14NL-J7MM-	PW SHOP SUPPLIES	2	01/19/2023	3.75	.00	3.75	02/09/2023
		14NL-J7MM-	PW SHOP SUPPLIES	3	01/19/2023	3.75	.00	3.75	02/09/2023
		14NL-J7MM-	PW SHOP SUPPLIES	4	01/19/2023	13.73	.00	13.73	02/09/2023
		14NL-J7MM-	DVDS & CDS	1	01/22/2023	45.92	.00	45.92	02/09/2023
		16JT-FV3H-3	PW SHOP SUPPLIES	1	01/19/2023	18.33	.00	18.33	02/09/2023
		16JT-FV3H-3	PW SHOP SUPPLIES	2	01/19/2023	18.33	.00	18.33	02/09/2023
		16JT-FV3H-3	PW SHOP SUPPLIES	3	01/19/2023	18.33	.00	18.33	02/09/2023

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		16JT-FV3H-3	PW SHOP SUPPLIES	4	01/19/2023	67.18	.00	67.18	02/09/2023
		16MY-YCND-	DVDS & CDS	1	01/24/2023	22.99	.00	22.99	02/09/2023
		19FH-6RYD-	CD/DVD BURNER	1	01/22/2023	40.60	.00	40.60	02/09/2023
		1C39-XV4K-	PARKS SUPPLIES	1	01/27/2023	24.70	.00	24.70	02/09/2023
		1C39-XV4K-	PW SUPPLIES	2	01/27/2023	24.70	.00	24.70	02/09/2023
		1CVD-XWJN	OFFICE SUPPLIES	1	01/27/2023	35.78	.00	35.78	02/09/2023
		1CVD-XWJN	DVDS & CDS	2	01/27/2023	57.33	.00	57.33	02/09/2023
		1DNM-9YLY-	WATER UTILITY SUPPLIE	1	01/30/2023	31.58-	.00	31.58-	02/09/2023
		1G7D-7PD4-	OFFICE SUPPLIES	1	01/26/2023	32.58	.00	32.58	02/09/2023
		1G7F-KJMF-	PARKS SUPPLIES	1	01/28/2023	25.97	.00	25.97	02/09/2023
		1GFG-6F7V-	DVDS & CDS	1	02/02/2023	22.95	.00	22.95	02/09/2023
		1GHM-YC69-	DVDS & CDS	1	01/15/2023	90.90	.00	90.90	02/09/2023
		1HLK-YNGC-	OFFICE HEATER	1	01/23/2023	55.33	.00	55.33	02/09/2023
		1HWV-KLGY-	A/V MATERIALS	1	01/20/2023	159.95	.00	159.95	02/09/2023
		1L4N-RWM6-	DVDS & CDS	1	01/20/2023	135.66	.00	135.66	02/09/2023
		1LNC-6N3V-	CABLE CONNECTION - J	1	02/01/2023	16.48	.00	16.48	02/09/2023
		1M3D-WYRV	PUBLIC SAFETY CENTER	1	01/24/2023	173.97	.00	173.97	02/09/2023
		1P6H-Y76X-	PROGRAM SUPPLIES	1	01/12/2023	25.84	.00	25.84	02/09/2023
		1PH9-TYJC-	SHIPPING REFUND	1	01/26/2023	5.99-	.00	5.99-	02/09/2023
		1QDY-134V-	OFFICE SUPPLIES	1	01/10/2023	98.91	.00	98.91	02/09/2023
		1VN3-XJKN-	PROGRAM SUPPLIES	1	01/16/2023	42.85	.00	42.85	02/09/2023
		1VN3-XJKN-	A/V MATERIALS	2	01/16/2023	357.84	.00	357.84	02/09/2023
		1WVQ-G7TJ-	OPERATING SUPPLIES	1	01/30/2023	42.48	.00	42.48	02/09/2023
		1XDX-NJFY-	PW SHOP SUPPLIES	1	01/25/2023	2.40	.00	2.40	02/09/2023
		1XDX-NJFY-	PW SHOP SUPPLIES	2	01/25/2023	2.40	.00	2.40	02/09/2023
		1XDX-NJFY-	PW SHOP SUPPLIES	3	01/25/2023	2.40	.00	2.40	02/09/2023
		1XDX-NJFY-	PW SHOP SUPPLIES	4	01/25/2023	8.78	.00	8.78	02/09/2023
Total 17084:						2,013.20	.00	2,013.20	
17092	GENERAL ENGINEERING	47	BUILDING INSPECTION S	1	01/09/2023	6,043.96	.00	6,043.96	02/09/2023
Total 17092:						6,043.96	.00	6,043.96	
17140	US BANK VOYAGER FLE	8694160992	PD FUEL	1	02/01/2023	2,329.54	.00	2,329.54	02/03/2023
		8694160992	PARKS FUEL	2	02/01/2023	222.24	.00	222.24	02/03/2023
		8694160992	FIRE/EMS FUEL	3	02/01/2023	1,496.10	.00	1,496.10	02/03/2023
		8694160992	PW FUEL	4	02/01/2023	2,416.30	.00	2,416.30	02/03/2023
		8694160992	PW FUEL	5	02/01/2023	219.66	.00	219.66	02/03/2023
		8694160992	PW FUEL	6	02/01/2023	439.33	.00	439.33	02/03/2023
		8694160992	PW FUEL	7	02/01/2023	439.33	.00	439.33	02/03/2023
		8694160992	PW FUEL	8	02/01/2023	219.66	.00	219.66	02/03/2023
		8694160992	PW FUEL	9	02/01/2023	658.99	.00	658.99	02/03/2023
Total 17140:						8,441.15	.00	8,441.15	
17187	B&H PHOTO	210077916	PSC ITEMS (WALL ARMS	1	01/23/2023	1,357.51	.00	1,357.51	02/09/2023
		210093345	PSC ITEMS (TV'S)	1	01/24/2023	4,015.51	.00	4,015.51	02/09/2023
		210107919	PSC ITEMS (TV MOUNTS)	1	01/24/2023	719.16	.00	719.16	02/09/2023
		210383670	PSC ITEMS (MOUNTS)	1	02/02/2023	599.60	.00	599.60	02/09/2023
Total 17187:						6,691.78	.00	6,691.78	
17226	LARSON, SAYER	012923	PLOW MEAL	1	01/29/2023	24.55	.00	24.55	02/09/2023
Total 17226:						24.55	.00	24.55	

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
17232	APG OF SOUTHERN WIS	28886-0123	PLAN PUBLIC HEARING -	1	01/31/2023	66.07	.00	66.07	02/09/2023
		28886-0123	ADS FOR BIDS - PICKLEB	2	01/31/2023	76.14	.00	76.14	02/09/2023
		28886-0123	TYPE E NOTICE	3	01/31/2023	63.09	.00	63.09	02/09/2023
		28886-0123	CARE FACILITY NOTICE	4	01/31/2023	45.94	.00	45.94	02/09/2023
		28886-0123	VILLAGE BOARD MINUTE	5	01/31/2023	93.24	.00	93.24	02/09/2023
Total 17232:						344.48	.00	344.48	
17234	WOLTER POWER SYSTE	522338780	GENERATOR MAINTENA	1	01/24/2023	208.44	.00	208.44	02/09/2023
		522338780	GENERATOR MAINTENA	2	01/24/2023	208.44	.00	208.44	02/09/2023
		522338780	GENERATOR MAINTENA	3	01/24/2023	208.44	.00	208.44	02/09/2023
		522338780	GENERATOR MAINTENA	4	01/24/2023	764.26	.00	764.26	02/09/2023
Total 17234:						1,389.58	.00	1,389.58	
17245	FIRST IN TRAINING	1087	ICE RESCUE TRAINING (	1	01/09/2023	1,600.00	.00	1,600.00	02/09/2023
Total 17245:						1,600.00	.00	1,600.00	
17285	GLATFELTER SPECIALTY	012723	GLAFELER SPECIALTY B	1	01/27/2023	15,000.05	.00	15,000.05	01/31/2023
Total 17285:						15,000.05	.00	15,000.05	
17318	TDS	012223-PW	PW INTERNET/TV/PHON	1	01/22/2023	348.77	.00	348.77	01/27/2023
		012223-PW	PW INTERNET/TV/PHON	2	01/22/2023	95.12	.00	95.12	01/27/2023
		012223-PW	PW INTERNET/TV/PHON	3	01/22/2023	95.12	.00	95.12	01/27/2023
		012223-PW	PW INTERNET/TV/PHON	4	01/22/2023	95.12	.00	95.12	01/27/2023
		012223-VOM	FACILITIES PHONE	1	01/22/2023	103.24	.00	103.24	01/27/2023
		012223-VOM	FIRE/EMS TV/INTERNET/	2	01/22/2023	537.10	.00	537.10	01/27/2023
		012223-VOM	COMM&TECH PHONE/TV	3	01/22/2023	168.63	.00	168.63	01/27/2023
		012223-VOM	COMMDEV PHONE/INTE	4	01/22/2023	167.63	.00	167.63	01/27/2023
		012223-VOM	COURT PHONE/INTERNE	5	01/22/2023	86.59	.00	86.59	01/27/2023
		012223-VOM	LIBRARY INTERNET/PHO	6	01/22/2023	283.26	.00	283.26	01/27/2023
		012223-VOM	OUTREACH INTERNET	7	01/22/2023	41.00	.00	41.00	01/27/2023
		012223-VOM	OUTREACH PHONE	8	01/22/2023	116.60	.00	116.60	01/27/2023
		012223-VOM	PD TV/INTERNET/PHONE	9	01/22/2023	748.63	.00	748.63	01/27/2023
		012223-VOM	ADMIN PHONE/INTERNE	10	01/22/2023	299.47	.00	299.47	01/27/2023
Total 17318:						3,186.28	.00	3,186.28	
17319	EBSCO INFORMATION S	1000200858-	FLIPSTER RENEWAL	1	02/01/2023	86.53	.00	86.53	02/09/2023
Total 17319:						86.53	.00	86.53	
17320	PARKITECTURE & PLANN	3-22.053	SKATE PARK DESIGN	1	02/07/2023	1,896.00	.00	1,896.00	02/09/2023
Total 17320:						1,896.00	.00	1,896.00	
17352	BRAY ASSOCIATES ARC	3488-32	PUBLIC SAFETY CENTER	1	01/22/2023	2,429.00	.00	2,429.00	02/09/2023
Total 17352:						2,429.00	.00	2,429.00	
17362	ELEVITY	IN14052196	COURT	1	01/19/2023	82.21	.00	82.21	02/09/2023
		IN14052196	GEN ADMIN	2	01/19/2023	328.86	.00	328.86	02/09/2023
		IN14052196	POLICE	3	01/19/2023	845.47	.00	845.47	02/09/2023
		IN14052196	FIRE/EMS	4	01/19/2023	360.38	.00	360.38	02/09/2023
		IN14052196	OUTREACH	5	01/19/2023	109.71	.00	109.71	02/09/2023

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
		IN14052196	COMM DEV	6	01/19/2023	82.21	.00	82.21	02/09/2023
		IN14052196	PUBLIC WORKS	7	01/19/2023	112.10	.00	112.10	02/09/2023
		IN14052196	WATER	8	01/19/2023	44.79	.00	44.79	02/09/2023
		IN14052196	SEWER	9	01/19/2023	44.79	.00	44.79	02/09/2023
		IN14052196	STORMWATER	10	01/19/2023	44.68	.00	44.68	02/09/2023
		IN14052196	EM MGT	11	01/19/2023	27.40	.00	27.40	02/09/2023
		IN14052196	FAMILY FESTIVAL	12	01/19/2023	27.40	.00	27.40	02/09/2023
		IN14052196	SERVER & BACKUP	13	01/19/2023	179.40	.00	179.40	02/09/2023
		IN14052196	SERVER & BACKUP	14	01/19/2023	1,614.57	.00	1,614.57	02/09/2023
		IN14052196	SERVER & BACKUP	15	01/19/2023	597.75	.00	597.75	02/09/2023
		IN14052196	SERVER & BACKUP	16	01/19/2023	598.11	.00	598.11	02/09/2023
		IN14052196	SERVER & BACKUP	17	01/19/2023	598.11	.00	598.11	02/09/2023
Total 17362:						5,697.94	.00	5,697.94	
17428	IGL, LEE	LI012923	PLOW & WATER LATERA	1	01/29/2023	40.05	.00	40.05	02/09/2023
		LI012923	FUEL FOR KUBOTA	2	01/29/2023	25.90	.00	25.90	02/09/2023
Total 17428:						65.95	.00	65.95	
17476	MED ALLIANCE GROUP, I	251132	CPAP	1	01/26/2023	310.64	.00	310.64	02/09/2023
Total 17476:						310.64	.00	310.64	
17524	WI LAW ENFORCEMENT	45	ANNUAL PROGRAM FEE	1	12/27/2022	650.00	.00	.00	Multiple
		45	ANNUAL PROGRAM FEE	2	12/27/2022	650.00-			
Total 17524:						.00	.00	.00	
17528	HGA	236692	PUBLIC SAFETY CENTER	1	02/02/2023	2,537.50	.00	2,537.50	02/09/2023
		236693	LIFT STATION #2 SOLAR	1	02/02/2023	1,998.75	.00	1,998.75	02/09/2023
Total 17528:						4,536.25	.00	4,536.25	
17569	MCFARLAND ACE HARD	007671/1	SIGNS	1	01/19/2023	20.08	.00	20.08	02/09/2023
		007680/1	EQUIPMENT MAINTENAN	1	01/20/2023	5.19	.00	5.19	02/09/2023
		007682/1	PW SUPPLIES	1	01/20/2023	4.00	.00	4.00	02/09/2023
		007683/1	EQUIPMENT MAINTENAN	1	01/20/2023	1.18	.00	1.18	02/09/2023
		007684/1	MUNICIPAL CENTER MAI	1	01/20/2023	2.38	.00	2.38	02/09/2023
		007688/1	VEHICLE MAINTENANCE	1	01/20/2023	.83	.00	.83	02/09/2023
		007688/1	VEHICLE MAINTENANCE	2	01/20/2023	.22	.00	.22	02/09/2023
		007688/1	VEHICLE MAINTENANCE	3	01/20/2023	.22	.00	.22	02/09/2023
		007688/1	VEHICLE MAINTENANCE	4	01/20/2023	.22	.00	.22	02/09/2023
		007699/1	MUNICIPAL CENTER FAC	1	01/23/2023	10.79	.00	10.79	02/09/2023
		007742/1	PW SHOP SUPPLIES	1	01/30/2023	3.32	.00	3.32	02/09/2023
		007742/1	PW SHOP SUPPLIES	2	01/30/2023	3.32	.00	3.32	02/09/2023
		007742/1	PW SHOP SUPPLIES	3	01/30/2023	3.32	.00	3.32	02/09/2023
		007742/1	PW SHOP SUPPLIES	4	01/30/2023	12.15	.00	12.15	02/09/2023
		007750/1	PARKS SUPPLIES	1	01/31/2023	22.49	.00	22.49	02/09/2023
		007753/1	KEYS	1	01/31/2023	7.18	.00	7.18	02/09/2023
		007767/1	MUNICIPAL CENTER MAI	1	02/01/2023	3.23	.00	3.23	02/09/2023
Total 17569:						100.12	.00	100.12	
17578	ILLINGWORTH-KILGUST	960003181	HVAC REPAIR	1	12/16/2022	802.00	.00	802.00	02/09/2023

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
Total 17578:						802.00	.00	802.00	
17600	QUADIENT FINANCE USA	012423	POSTAGE	1	01/24/2023	2,000.00	.00	2,000.00	02/03/2023
Total 17600:						2,000.00	.00	2,000.00	
17617	STEVEN R BASSETT INC	94629	TREE WORK AT 6202 SP	1	01/16/2023	1,500.00	.00	1,500.00	02/09/2023
Total 17617:						1,500.00	.00	1,500.00	
17671	UW HEALTH	2372024	HCP/BLS CARD EMPLOY	1	01/31/2023	30.00	.00	30.00	02/09/2023
Total 17671:						30.00	.00	30.00	
17685	INGRAM LIBRARY SERVI	62883812	BOOKS	1	01/09/2023	99.30	.00	99.30	02/09/2023
		62884647	BOOKS	1	01/11/2023	130.11	.00	130.11	02/09/2023
		62885659	BOOKS	1	01/13/2023	718.51	.00	718.51	02/09/2023
		62886225	BOOKS	1	01/18/2023	179.87	.00	179.87	02/09/2023
		62886942	BOOKS	1	01/20/2023	262.38	.00	262.38	02/09/2023
		62888096	BOOKS	1	01/24/2023	227.86	.00	227.86	02/09/2023
		62888550	BOOKS	1	01/26/2023	266.44	.00	266.44	02/09/2023
		62889493	BOOKS	1	01/30/2023	1,161.67	.00	1,161.67	02/09/2023
		62890078	BOOKS	1	02/01/2023	212.01	.00	212.01	02/09/2023
		62890277	BOOKS	1	02/02/2023	125.88	.00	125.88	02/09/2023
		67559373	BOOKS	1	01/11/2023	265.68	.00	265.68	02/09/2023
		67562285	BOOKS	1	01/22/2023	349.33	.00	349.33	02/09/2023
		73004016	BOOKS	1	12/01/2022	12.23-	.00	12.23-	02/09/2023
Total 17685:						3,986.81	.00	3,986.81	
17759	WESTBURY, BRYAN	BW012923	PLOW MEALS	1	01/29/2023	20.00	.00	20.00	02/09/2023
Total 17759:						20.00	.00	20.00	
17760	WILSON, CLAYTON	CW011923	PLOW MEALS	1	01/19/2023	10.00	.00	10.00	02/09/2023
Total 17760:						10.00	.00	10.00	
17778	JP CULLEN	21503	PAYAPP #14 - PUBLIC SA	1	12/31/2022	1,624,374.	.00	1,624,374.	02/03/2023
Total 17778:						1,624,374.	.00	1,624,374.	
17782	GFC LEASING - WI	I00796662	COPIER LEASE	1	01/31/2023	181.93	.00	181.93	02/09/2023
Total 17782:						181.93	.00	181.93	
17789	TRANSUNION RISK AND	6174432-202	DATA SEARCH SERVICE	1	02/01/2023	90.20	.00	90.20	02/09/2023
Total 17789:						90.20	.00	90.20	
17845	DANE COUNTY TREASU	43092	MEDICAL SUPPLIES	1	01/18/2023	370.52	.00	370.52	02/09/2023
Total 17845:						370.52	.00	370.52	
17908	BADGER METER	80119208	CELLULAR SERVICE UNI	1	01/30/2023	802.17	.00	802.17	02/09/2023
		80119208	CELLULAR SERVICE UNI	2	01/30/2023	802.16	.00	802.16	02/09/2023

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
Total 17908:						1,604.33	.00	1,604.33	
17909	SHORT ELLIOTT HENDRI	441047	MUNICIPAL CENTER MAS	1	02/06/2023	12,525.00	.00	12,525.00	02/09/2023
Total 17909:						12,525.00	.00	12,525.00	
17913	LIBERTY TOWING SERVI	23262	TOWING OF PLOW TRUC	1	01/31/2023	264.68	.00	264.68	02/09/2023
		23262	TOWING OF PLOW TRUC	2	01/31/2023	72.19	.00	72.19	02/09/2023
		23262	TOWING OF PLOW TRUC	3	01/31/2023	72.19	.00	72.19	02/09/2023
		23262	TOWING OF PLOW TRUC	4	01/31/2023	72.19	.00	72.19	02/09/2023
Total 17913:						481.25	.00	481.25	
17921	DINGES FIRE COMPANY	36499	GAS METER BATTERY	1	01/30/2023	15.00	.00	15.00	02/09/2023
		36878	FIRE HELMET	1	02/07/2023	445.00	.00	445.00	02/09/2023
Total 17921:						460.00	.00	460.00	
17936	TABBY & JACK'S	18053	SUPPLIES - RUDY	1	02/03/2023	44.99	.00	44.99	02/09/2023
Total 17936:						44.99	.00	44.99	
17953	RES GREAT LAKES, LLC	IN34201	CONSERVANCY MANAG	1	02/01/2023	7,069.25	.00	7,069.25	02/09/2023
Total 17953:						7,069.25	.00	7,069.25	
17955	LL WASH LLC	5	CAR WASH ACCOUNT DE	1	01/17/2023	200.00	.00	200.00	02/09/2023
Total 17955:						200.00	.00	200.00	
17959	PARISI CONSTRUCTION	PR#6	PICKLEBALL CONSTRUC	1	11/30/2022	21,474.81	.00	21,474.81	02/09/2023
Total 17959:						21,474.81	.00	21,474.81	
17976	GAFFNEY, AUSTIN	AG011923	PLOW MEALS	1	01/19/2023	9.71	.00	9.71	02/09/2023
Total 17976:						9.71	.00	9.71	
18019	NEWTON, DAVE	DN012923	PLOW MEALS	1	01/29/2023	18.65	.00	18.65	02/09/2023
Total 18019:						18.65	.00	18.65	
18034	HAWKINS, INC	6389272	WATER SYSTEM CHEMIC	1	01/26/2023	1,385.45	.00	1,385.45	02/09/2023
Total 18034:						1,385.45	.00	1,385.45	
18052	ORLOFF, DANIEL	DO012923	PLOW MEALS	1	01/29/2023	42.40	.00	42.40	02/09/2023
Total 18052:						42.40	.00	42.40	
18067	FRONTLINE TECHNOLO	INVUS17355	FORECAST 5 SOFTWARE	1	02/01/2023	2,562.83	.00	2,562.83	02/09/2023
		INVUS17355	FORECAST 5 SOFTWARE	2	02/01/2023	600.00	.00	600.00	02/09/2023
		INVUS17355	FORECAST 5 SOFTWARE	3	02/01/2023	600.00	.00	600.00	02/09/2023
		INVUS17355	FORECAST 5 SOFTWARE	4	02/01/2023	600.00	.00	600.00	02/09/2023
		INVUS17355	FORECAST 5 SOFTWARE	5	02/01/2023	600.00	.00	600.00	02/09/2023
		INVUS17355	FORECAST 5 SOFTWARE	6	02/01/2023	600.00	.00	600.00	02/09/2023

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
		INVUS17355	FORECAST 5 SOFTWARE	7	02/01/2023	600.00	.00	600.00	02/09/2023
		INVUS17355	FORECAST 5 SOFTWARE	8	02/01/2023	600.00	.00	600.00	02/09/2023
Total 18067:						6,762.83	.00	6,762.83	
18087	RADIOTRONICS, INC	284878	WATCHDOG UNIT	1	01/05/2023	364.25	.00	364.25	02/09/2023
Total 18087:						364.25	.00	364.25	
18088	ROSEMARY GARFOOT P	011323	LOST ITEM FEE	1	01/13/2023	18.00	.00	18.00	02/09/2023
Total 18088:						18.00	.00	18.00	
18089	GRAND APPLIANCE - FIT	SO18-44960	DEPOSIT - APPLIANCES	1	01/18/2023	9,897.00	.00	9,897.00	01/27/2023
Total 18089:						9,897.00	.00	9,897.00	
18090	EAGLE ENGRAVING, INC	2023-0591	STAGING BOARD	1	01/19/2023	499.95	.00	499.95	02/09/2023
Total 18090:						499.95	.00	499.95	
18091	PAMPUCH, KEVIN & JEN	021423	PROPERTY TAX OVERPA	1	02/14/2023	237.49	.00	237.49	02/09/2023
Total 18091:						237.49	.00	237.49	
18092	WESTERHOF HOMES LL	021423	PROPERTY TAX OVERPA	1	02/14/2023	1,708.18	.00	1,708.18	02/09/2023
Total 18092:						1,708.18	.00	1,708.18	
18093	SATTERLEE LIVING TR, L	021423	PROPERTY TAX OVERPA	1	02/14/2023	53.30	.00	53.30	02/09/2023
Total 18093:						53.30	.00	53.30	
18094	HOT WATER PRODUCTS	021423	PROPERTY TAX OVERPA	1	02/14/2023	135.37	.00	135.37	02/09/2023
Total 18094:						135.37	.00	135.37	
18095	MAXTED, ANGELA & MAR	021423	PROPERTY TAX OVERPA	1	02/14/2023	5,829.57	.00	5,829.57	02/09/2023
Total 18095:						5,829.57	.00	5,829.57	
18096	NEWMAN, KEVIN	021423	PROPERTY TAX OVERPA	1	02/14/2023	520.83	.00	520.83	02/09/2023
Total 18096:						520.83	.00	520.83	
18097	CHUNG, CHARLES	021423	PROPERTY TAX OVERPA	1	02/14/2023	153.54	.00	153.54	02/09/2023
Total 18097:						153.54	.00	153.54	
18098	5 DUCKS LLC	021423	PROPERTY TAX OVERPA	1	02/14/2023	3,274.04	.00	3,274.04	02/09/2023
Total 18098:						3,274.04	.00	3,274.04	
18099	MALY, BRETT & SHANNO	021423	PROPERTY TAX OVERPA	1	02/14/2023	5,491.66	.00	5,491.66	02/09/2023
Total 18099:						5,491.66	.00	5,491.66	

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Issue Date
18100	LEADSONLINE LLC	403255	INVESTIGATION SYSTEM	1	01/31/2023	2,819.00	.00	2,819.00	02/09/2023
Total 18100:						2,819.00	.00	2,819.00	
18101	ISENBARGER, ANDREA &	021423	PROPERTY TAX OVERPA	1	02/14/2023	237.49	.00	237.49	02/09/2023
Total 18101:						237.49	.00	237.49	
18102	FELIX-RIVERA, HENRY &	021423	PROPERTY TAX OVERPA	1	02/14/2023	237.49	.00	237.49	02/09/2023
Total 18102:						237.49	.00	237.49	
18103	VISA	OCB-012723	SCHUENKE	1	01/27/2023	1,010.13	.00	1,010.13	02/09/2023
		OCB-012723	ANDERSON	2	01/27/2023	495.00	.00	495.00	02/09/2023
		OCB-012723	JACOBSEN	3	01/27/2023	628.43	.00	628.43	02/09/2023
		OCB-012723	ANDERSEN	4	01/27/2023	832.74	.00	832.74	02/09/2023
		OCB-012723	JOB	5	01/27/2023	2,566.86	.00	2,566.86	02/09/2023
		OCB-012723	REIMER	6	01/27/2023	1,266.97	.00	1,266.97	02/09/2023
		OCB-012723	SUETTINGER	7	01/27/2023	90.00	.00	90.00	02/09/2023
		OCB-012723	ZIETSMA	8	01/27/2023	515.56	.00	515.56	02/09/2023
		OCB-012723	IRWIN	9	01/27/2023	393.86	.00	393.86	02/09/2023
		OCB-012723	J REITER	10	01/27/2023	205.48	.00	205.48	02/09/2023
		OCB-012723	MILLER	11	01/27/2023	240.75	.00	240.75	02/09/2023
		OCB-012723	DENNIS	12	01/27/2023	870.16	.00	870.16	02/09/2023
		OCB-012723	CHAPIN	13	01/27/2023	619.80	.00	619.80	02/09/2023
		OCB-012723	D WALLACE	14	01/27/2023	181.07	.00	181.07	02/09/2023
		OCB-012723	LARSON	15	01/27/2023	848.98	.00	848.98	02/09/2023
		OCB-012723	BREMER	16	01/27/2023	175.00	.00	175.00	02/09/2023
		OCB-012723	B WALLACE	17	01/27/2023	178.00	.00	178.00	02/09/2023
Total 18103:						11,118.79	.00	11,118.79	
18104	HOFFMAN SECURITY SO	8836	PUBLIC SAFETY CENTER	1	01/30/2023	10,886.12	.00	10,886.12	02/09/2023
Total 18104:						10,886.12	.00	10,886.12	
18105	QUALITY CELLULAR COR	020723	REFUND OVERPAYMENT	1	02/07/2023	34.65	.00	34.65	02/09/2023
Total 18105:						34.65	.00	34.65	
18106	HYLAND, GREGORY AND	020723	REFUND CREDIT BALAN	1	02/07/2023	266.63	.00	266.63	02/09/2023
Total 18106:						266.63	.00	266.63	
Grand Totals:						2,233,978.	.00	2,233,978.	

Report Criteria:
Detail report type printed

VILLAGE OF MCFARLAND

Check Register

Pay Period Dates: 01/15/2023 - 01/28/2023

Page: 1

Feb 09, 2023 1:30PM

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Amount
01/28/2023	PC	02/03/2023	[redacted]	BLOCKER, JEREMY	73	1,533.18
01/28/2023	PC	02/03/2023	[redacted]	KLEMENTZ, MICHAEL	232	86.20
01/28/2023	CDPT	02/03/2023	[redacted]	FIRE FIGHTERS LOCAL 31	8	205.53
01/28/2023	CDPT	02/03/2023	[redacted]	WPPA TREASURER	6	647.00

PAYROLL RELATED $2,471.91

Event Permit Application - Community Organizations

Pursuant to Village Ordinance Chapter 11:

For parade , run/walk , car hows, community event , and pecial event in which 200 or more attendee are anticipated at one time or that i likely to have a ignificant impact on neighborhood parking or the free flow of traffic (only pertain to event that are open to the public)

Do NOT complete this form unless you have been instructed to do so by the Village Clerk/Treasurer.

Fee Waiver

Upon request, the Village Board may waive the fee for Community Organizations.

Section 36-2(b) of the Village Code defines Community Organization as "an active group or organization that regularly meets within the Village of McFarland, that is tax exempt pursuant to section 501(c)(3) of the Internal Revenue Code, and that provides charitable services, sponsorships or donations within the Village of McFarland community."

By submitting this application, you acknowledge that your group meets the definition of Community Organization and that you are requesting a fee waiver from the Village Board.

If you do not meet this definition, please e-mail the Village Clerk/Treasurer or contact the Village Clerk/Treasurer at (608) 838-3153 before submitting this application.

Community Organization Confirmation	• I acknowledge that my group/organization meets the definition of Community Organization and hereby request a fee waiver from the Village Board.

Applicant Information

Name of Primary Contact (First, Middle Initial, Last)	Bruce Voight

Phone Number	[redacted]
Address	[redacted]
Email Address	[redacted]

Event Permit Application - Community Organization

Agency / Organization Information (If Applicable)

Agency / Organization Name	McFarland Lion Club Foundation, Inc
Phone Number	[redacted]
Address	PO Box 364 McFarland, WI 53558
Email Address	mcfarlandlions@gmail.com

Event Information

Name of Event	Food Truck Frenzy
Type of Event	Evening in the Park with 4-6 food carts at Arnold Larson Park serving from 5pm-7pm for an evening of food, music (taped) and fellowship.
Location of Event	Arnold Lar on Park
Event Date(s)	May 17, 2023 June 21, 2023 rain date June 28, 2023 July 19, 2023 rain date July 26, 2023 August 16, 2023 rain date August 23, 2023 September 20, 2023
Event Time(s)	Serving 5pm - 7pm
Total Number of Anticipated Attendees	200-250
Total Number of Attendees Anticipated Being at the Event at One Time	200
Setup Start Time	4pm

Tear-Down End Time	8pm

Event Permit Application - Community Organization

Public or Private Event	Open to the Public
Is any part of the event proposed to take place on a Village street?	No
Will there be outdoor amplified sound?	Yes
Please describe.	Small PA System to play music and make announcements
Will the event generate excessive noise or amplified sound after 10 pm? All events generating noise after 10 pm require a variance from the Village Board.	No
Will alcohol be consumed?	No
Will a Village park be used?	Yes
Please identify the park.	Arnold Larson Park

Reservations should be made on our Park Shelter Reservations page.

Will the event involve tents or any other activities that will require digging or turf disturbance?	No
Has this event been previously approved in prior years by the Village?	Yes
When? (Month / Year)	2018-2022 May to Sept
Have any of the event details changed from the prior years?	No
Will the event include any mobile food carts?	Yes

If yes, a Mobile Food Establishment Permit is required for each cart. Please contact the Clerk at 608-838-3153. The form may also be accessed on our Licenses and Permits page.

Will the event include any vendors?	No

Event Permit Application - Community Organization

Required Attachments

Detailed Event Schedule	*File(s) attached* Food Truck Schedule 2023.pdf
Site Plan Requirement - A site plan must be attached that identifies the event layout for the event including stages, tents, equipment, fencing, alcohol sale and carding areas, etc.	*File(s) attached:* Food Cart Frenzy Site Plan-Schedule 2023.pdf
Insurance - The applicant shall furnish a certificate to the Village demonstrating that applicant has in force and will maintain during the time the Event Permit is in effect public liability insurance of not less than $1,000,000 per one person, $2,000,000 per occurrence for personal injury, and $1,000,000 for property damage naming the Village as an additional insured.	*File(s) attached:* Certificate of Insurance 2023.pdf

Event Details & Security Plan

As part of the application process, you will be required to meet with the McFarland Police Department to discuss details of your event and security requirements. Please provide some dates/times you would be available for a meeting.	1/19,1/20,1/23,1/24,1/25,1/26/23, Anytime 9am-5pm

Event Coordinators

The Village requires each event to identify event coordinators who shall serve as direct contacts for the event. These should be individuals that are not directly participating in the event activities, but rather specifically assigned to monitor and assist in coordinating the activities of the event.

Identify Event Coordinators (Identify 1 for Every 50 Expected Attendees)

i. **Event Coordinator Name**

Bruce Voight

Location at Event (ex. Race Start, Supply Tent)

On Site

Time On-Site (ex. 10 am to 2pm)

4pm - 8pm

Cell Phone Number

[redacted]

ii. **Event Coordinator Name**

Tim Benishek

Location at Event (ex. Race Start, Supply Tent)

On Site

Time On-Site (ex. 10 am to 2pm)

5pm-8pm

Cell Phone Number

[redacted]

iii. **Event Coordinator Name**

Jim Klubertanz

Location at Event (ex. Race Start, Supply Tent)

On Site

Time On-Site (ex. 10 am to 2pm)

5pm-7pm

Cell Phone Number

[redacted]

iv. **Event Coordinator Name**

Jackie Voight

Location at Event (ex. Race Start, Supply Tent)

On Site

Time On-Site (ex. 10 am to 2pm)

4pm - 8pm

Cell Phone Number

[redacted]

v. **Event Coordinator Name**

Colleen McCormick

Location at Event (ex. Race Start, Supply Tent)

On Site

Time On-Site (ex. 10 am to 2pm)

5pm-7pm

Cell Phone Number

[redacted]

Event Permit Application - Community Organization

Detail Security Plan Requirements

Police Department to provide criteria regarding security plan requirements. This would include number of event coordinators required per number of attendees, security requirements when alcohol is served, etc.

Detailed Emergency Management Expectations and Requirements

Actions to be taken in the event of a fire, hazardous condition, or similar emergency requiring building or tent evacuation:

- Have an individual call 911, not all facilities that have a fire alarm notify the 911 center. The 911 operator will have several questions but know the Fire and Rescue Department will be notified while questions are being obtained.
- If amplified music is playing, have the music stop and if possible calmly announce the need to evacuate to the nearest exit.
- Individuals will need to be designated in assisting in evacuating individuals to the nearest exit. Keep in mind most individuals will attempt to exit the same way they accessed the area. The exit will most likely not be able to handle the number of individuals exiting and have people near the exits to allow them to exit quickly while ushering individuals to the exit.
- Designate an area of event-goers to an assembly area that is away from the building, fire department vehicle access. We want to allow access for fire trucks and firefighters to address the situation.
- In the event, an individual is unwilling to exit do not put individuals at risk in attempting to remove the individual. Notify the initial arriving first responders.

Actions to be taken in the event of a medical emergency:

- Call 911 to report the incident. The 911 operator will have several questions but know the Fire and Rescue Department will be notified while questions are being obtained.
- Identify individuals that can assist in getting responders from the entrance of the area to the individual that is in need of medical care. Note more than one vehicle will often respond and maybe several depending on the situation. Having adequate staff to remain in locations to direct additional vehicles responding is preferred.

Event Permit Application - Community Organization

Indemnification Agreement

In consideration for the issuance of the Event Permit, the undersigned, both individually and the agency or organization applying for the Event Permit, shall indemnify, defend and hold harmless the Village of McFarland and its officers, officials, agents, and employees against all loss or expense (including liability costs and reasonable attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the Village or its officers, officials, agents or employees, for damages because of injury, including death at any time resulting therefrom, sustained by any person or persons, or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the Event. The undersigned represents that he or she has authority to enter into this agreement on behalf of the agency or organization applying for this permit.

Applicant Signature

File(s) attached:

Date	01/18/2023

I understand the application and event requirements and agree to the following:

Certifications	• I agree to adhere to all applicable federal, state, and municipal laws and understand the violation of such laws will be subject to applicable fines and penalties, and failure to do so is grounds for revocation of the event permit. • I understand that my event permit may be revoked at any time, if the Chief of Police, Fire/EMS Chief, Public Works Director, or designee, in their sole discretion, determine that health or general welfare to the public is endangered. • I agree to return the site to the condition that existed before the event within twenty-four (24) hours or the expiration of my park reservation. • I agree to abide by all conditions, including any additional conditions imposed by the Village, and understand failure to adhere to conditions will result in revocation of the event permit.
Applicant Signature	*File(s) attached:*
Date	01/18/2023

2023 Food Cart Frenzy Schedule

Wednesday, May 17, 2022 5-7pm

Wednesday, June 21, 2022 5-7pm Rain Date: June 28

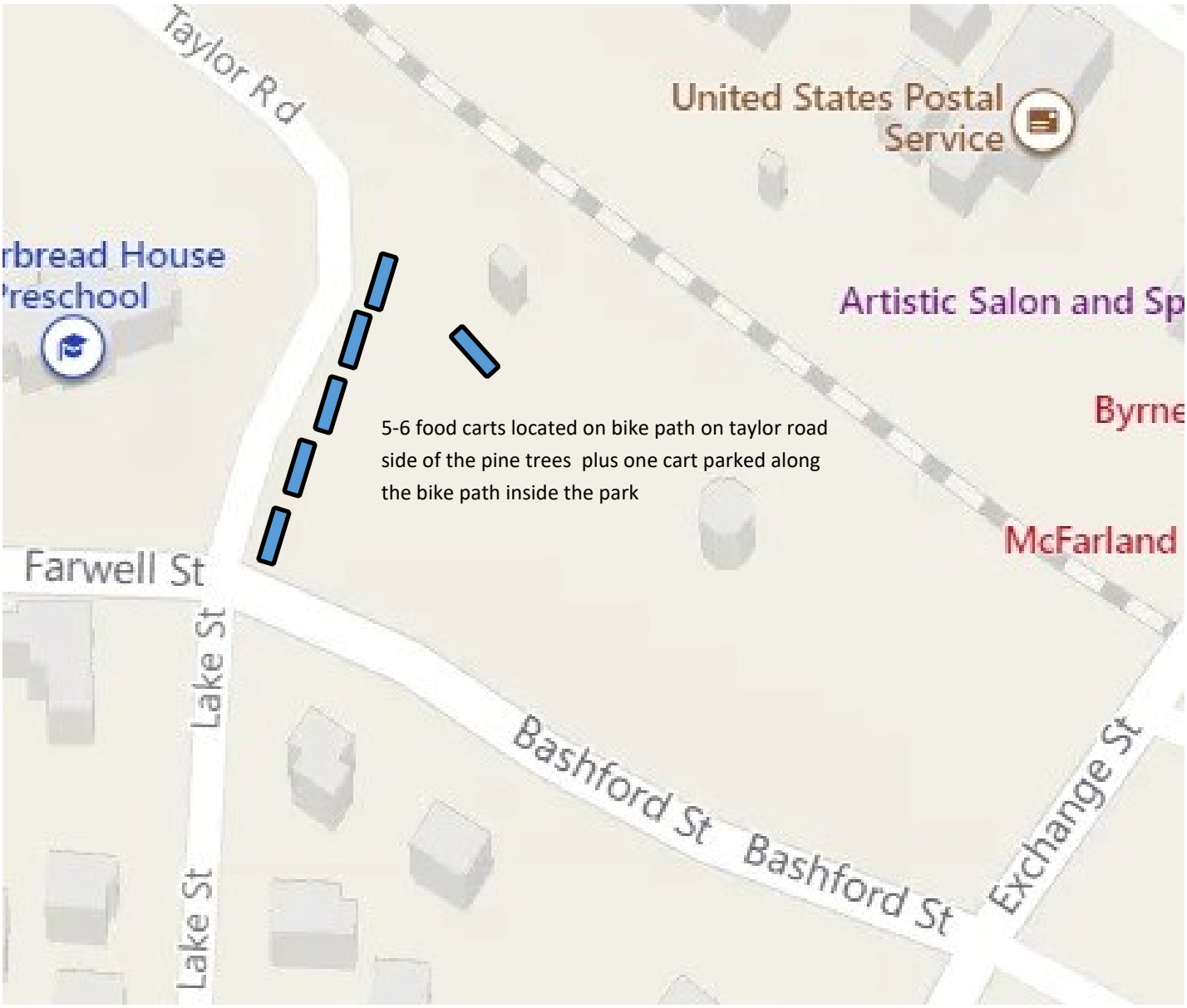
Wednesday, July 19, 2022 5-7pm Rain Date: July 26

Wednesday, August 16, 2022 5-7pm Rain Date: August 23

Wednesday, September 20, 2022 5-7pm

Set up Starts at 4pm each night and teardown will be completed by 8pm

Food Truck Frenzy Site Plan for 2023



2023 Food Truck Frenzy Schedule

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Wednesday, July 19, 2022 5-7pm Rain Date: July 26

Wednesday, August 16, 2022 5-7pm Rain Date: August 23

Wednesday, September 20, 2022 5-7pm

VILLAGE OF McFarland
Police Department
5915 Milwaukee St, McFarland, WI 53558 | 608.838.3151 | www.mcfarland.wi.us/police
Aaron P. Chapin | Chief of Police

DATE: February 1, 2023

TO: McFarland Village Board

FROM: Aaron P. Chapin, Chief of Police

RE: Recommendation of Approval, Food Cart Frenzy

I have reviewed the Special Event Permit Application submitted for the Food Cart Frenzy to be held on May 17th, June 21st, July 19th August 16th, and September 20th, 2023 from 5:00 pm to 7:00 pm at Arnold Larson Park. The organizers expect roughly 200-250 participants.

This event has been successfully held over the past several years and the organizers plan to conduct the event in a similar fashion. I have no concerns with the event and wish the planners a successful event.

Any questions, feel free to contact me.

Thanks,

Aaron P. Chapin – Chief of Police

www.mcfarland.wi.us | 5115 Terminal Drive, McFarland, WI 53558 | 608.838.7287

February 1, 2023

Re: 2023 Food Carts at Arnold Larson Park
May 17, 2023
June 21, 2023
July 19, 2023
August 16, 2023
September 20, 2023

The Public Works Department does not have any conditions or issues with the upcoming event as presented. We do ask that Parks Superintendent be contacted a day prior to the event to assist with logistics.

Best Regards,

Leon J Igl

Lee Igl
Director of Public Works

VILLAGE OF
McFarland
Fire & Rescue
www.mcfarland.wi.us | 5915 Milwaukee St, McFarland, WI 53558 | 608.838.3278

February 6, 2023

Re: Event Permit Review – Food Cart Frenzy

I have reviewed the submitted event application by Bruce Voight, McFarland Lions Club, for the Food Cart Frenzy event to occur the following dates:
May 17, 2023
June 21, 2023, with rain date of June 28, 2023
July 19, 2023, with rain date of July 26, 2023
August 16, 2023, with rain date of August 23, 2023
September 20, 2023

The application is substantially complete and complies with the EMS and fire requirements. The event has been held previously without significant concerns. The organizers are not stating any changes in the event from previous events.

I recommend approval of the permit.

Sincerely,

Christopher C. Dennis, Chief
Fire & Rescue Department
Village of McFarland

Board, Committee, Commission Application

First Name	Joseph
Last Name	Swoboda
E-mail Address	[redacted]
Phone Number	[redacted]
Address	[redacted]
City	McFarland
State	WI
Zip Code	53558
Job/Profession	Electronic Test Engineer
Education	BS-Physics, Minor in Mathematics, UW-Eau Claire Class of 1989

What Board, Committee, or Commission are you interested in being appointed to?	• Board of Zoning Appeals
Have you attended or watched a meeting of the Board, Committee, or Commission that you selected above?	No

If no, please do so prior to completing this application.

Why are you interested in serving?	I would like to be more involved in maintaining the aesthetics that make McFarland such a great place to live, and to be able to give back to this community. Also, having lived here for going on 5 years it would help me meet new people in our community.
What else would you like to tell us about yourself and/or your interest in serving on the Board, Committee, or Commission that you selected above?	I have been a home-owner since I was 21 years old and have lived in multi-family rentals, lived next to them and have lived next to rental homes. Also, my wife grew up on a lake and has a different perspective on that way of life.

VILLAGE OF McFarland Municipal Court

MEMO

January 18, 2023

Who: McFarland Village Board/Village Administrator

What: Municipal Court Hours
Pursuant to Wisconsin Statute, the Municipal Judge is authorized to set the municipal court hours with official approval by the governing body.

Action: Judge Othrow's proposed court hours: Pursuant to Title 2-729(b) of the McFarland Municipal Code of Ordinances and Wisconsin Statute §755.06, Judge Othrow hereby determines that the McFarland Municipal Court hours are to be set as Monday-Thursday from 8am-4:30pm. The Judicial Executive Assistant's hours will be Monday-Thursday from 7am-5pm.

While the statutes do not specify the means in which the governing body approves this judicial request, it is my recommendation that it is done so by way of resolution.

Respectfully,

Lindsey Johnson
Judicial Executive Assistant

RESOLUTION 2023-01

A RESOLUTION APPROVING MUNICIPAL COURT HOURS

WHEREAS, 2009 Wisconsin Act 402, Section 27 amended Wis. Stats. 755.06, effective January 1, 2011 to provide, "The Municipal Court shall be open daily or as determined by the judge and approved by the governing body; and,

WHEREAS, effective January 1, 2023, the Village Board approved transition the Municipal Court Clerk position to a full-time 40 hour a week position,

WHEREAS, the Honorable Rändi Othrow has set the McFarland Municipal Court hours to be Monday through Thursday from 8 a.m. to 4:30 p.m. with the following frequency for court hearings and appearances as follows:

- Initial appearances are held the 2nd and 4th Tuesday of the month for Initial Appearance, Juveniles, and Indigency/Good Cause Hearings.

- Truancy court is held on the 3rd Tuesday of the month as well as trials on an as needed basis.

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of the Village of McFarland hereby approves the Court schedule as proposed by Municipal Judge Rändi Othrow.

Adopted at a regular meeting of the Village Board this 14th day of February, 2023.

APPROVED:

_____
Carolyn A. Clow
Village President

ATTEST:

_____
Cassandra Suettinger
Deputy Administrator/Clerk-Treasurer

RESOLUTION 2023-01	
MOTION	SECOND
ACTION	DATE
Adopted	
Referred	
Tabled	
Withdrawn	
Defeated	
Published	
INDIVIDUAL VOTING RECORD	
Brandt –	Jerke -
Brassington –	Nelson –
Clow –	Wreh –
Flaherty –	
VOTING RESULTS	
Motion Carried	
Motion Defeated:	

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Tuesday, February 14, 2023**

SECTION: **Business**

DEPARTMENT: **Public Works**

CONTACT: **Sayer Larson, Parks Superintendent, Matt Schuenke, Village Administrator**

AGENDA ITEM: **Motion to approve the design for McDaniel Park site improvements and authorize the project for bid as recommended by the Parks/Recreation Committee and Sustainability/Natural Resources Committee.**

PREVIOUS ACTION:
The former Parks, Recreation, and Natural Resources Committee reviewed a presentation on this project at its meeting on February 24, 2022.

Please click on this link to review the packet materials from that meeting.
Please click on this link to watch the presentation from that meeting.

The Parks & Recreation committee recommended approval to the Village Board for the McDaniel Park site improvements at their October 4, 2022 meeting.
The Sustainability & Natural Resources committee recommended approval to the Village Board for the McDaniel Park site improvements at their October 10, 2022 meeting.
The Village Board recommended approval for the McDaniel Park site improvements at their October 25, 2022 meeting.

The Parks & Recreation committee recommended approval to the Village Board regarding Town and Country's proposal for design and bidding services for McDaniel Park site improvements at their November 1, 2022 meeting.
The Sustainability and Natural Resources Committee recommended approval to the Village Board regarding this proposal at their meeting on November 14, 2022.
The Village Board recommended approval at their meeting on November 22, 2022.
The Parks and Recreation Committee (February 7th) and Sustainability and Natural Resources Committee (February 13th) both recommended approval to the Village Board.

ISSUE SUMMARY:
The project was discussed and the Committee approved a proposal from Town & Country Engineering at their meeting on November 1, 2022. The Village Board then approved the proposal for design and bidding services at their November 22nd meeting. Enclosed are the draft design plans created by Town & Country Engineering. Staff are seeking approval of the presented plans and authorization for bidding the project.

The 2023-2027 Capital Improvement Plan included funds to improve the beach at McDaniel Park in 2023. These funds are included within the 2023 budget. The project is in partnership with Dane County. The goal of the project is to be operational on or around June 1, 2023.

Responsibilities for the project are generally laid out as follows:

Dane County

- Permitting - 3-6 month process, targeting a January application.
- Pump/Filer - They will design and build the pump/filter mechanicals to be used to screen the water within the barrier.
- Barrier - Dane County will purchase and set in the first year, the booms with a curtain that acts as a shield within the water to keep debris and other harmful things out of the swimming area. Future years we will need to contract with them for the annual placement and removal of the barrier.
- Agreement - We will need to establish an agreement on operation of the filter/pump and maintenance of the swimming area including the beach. There are responsibilities like daily maintenance of the beach, mechanicals, and other elements to keep the swimming area usable. The County will provide funds and support for these elements, but we have to agree to the operational commitments to make sure the improvement can be accessed by the public. The operational component and its costs would be new responsibilities that have to be factored into our consideration.

Village

- Structure - The filter/pump has to go inside of a structure. The Engineer is reviewing a prefabricated model for installation. We will also need to create an area for discharge from the structure that carries the water back to the lake.
- Underground Piping - We would need to install pipes that connect the lake to the filter pump to bring water in for screening, and then pipes that bring the clean water back to the lake.
- Beach Improvement - There will be general excavation requirements associated with all of this work including the replacement of the gravel material used on the beach in favor of sand.
- Agreement - We will need to consider the agreement with Dane County for the project. All of the above responsibilities are capital expenditures that are one time actions. There are operational components and the costs for which will be recurring year to year that have to be factored in to our review of the project.

FINANCIAL/BUDGET IMPACT:

The proposal provided by Town & Country engineering for design and bidding services is estimated at $16,900. This includes design engineering through bidding for $9,400 and construction administration for $7,200.

The cost projections for the project are included in the CIP at $250,000 for the Village. Dane County's included costs are between $75,000-$100,000 for their responsible items. The project for the village will be paid for with borrowed money.

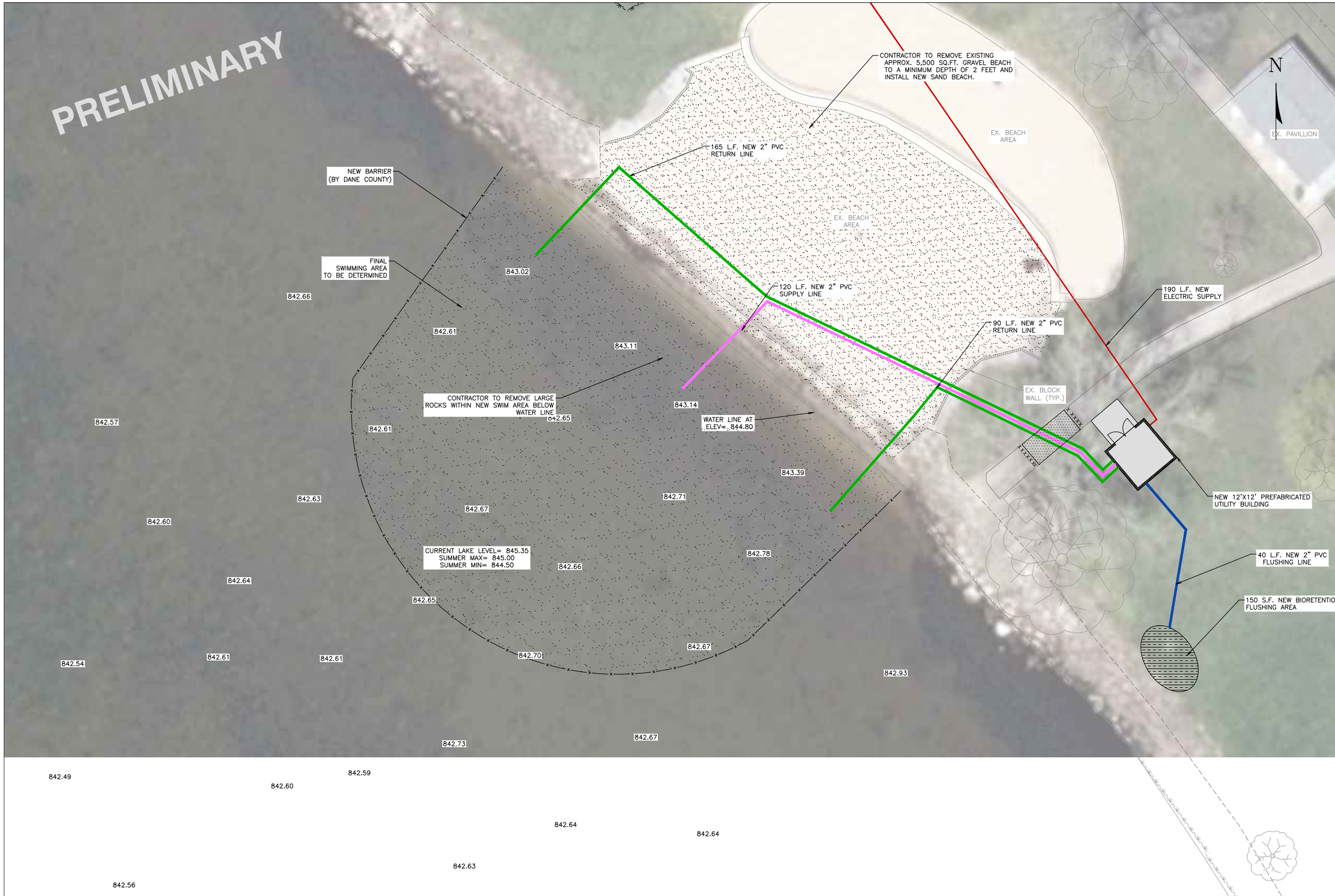
VILLAGE PLAN REFERENCE:
None.

ORDINANCE REFERENCE:
None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:
Recommended action:

> *Motion, second to approve the design for McDaniel Park site improvements and authorize the project for bid as recommended by the Parks/Recreation and Sustainability/Natural Resources Committees.*

ATTACHMENTS:
1. MCDANIEL PARK BEACH-PLAN
2. Building Finishes and Elevations



TOWN & COUNTRY ENGINEERING, INC.
5225 Verona Rd. Bldg. 3, P.O. Box 44451
Madison, WI 53744-4451
(608) 273-3350 (Fax) 273-3391

MCDANIEL PARK
BEACH FILTRATION SYSTEM

MCDANIEL PARK IMPROVEMENTS

Village of McFarland, Wisconsin

PROJECT NO.: MCDANIELPARK
DRAWING: BEACH FILTRATION 2.DWG
DRAWN BY: T.J.S.
CHECKED BY: B.R.B.
DATE: 1-31-23
REVISIONS:
SCALE: 0 5 10
SHEET: 1

Spec Formliners, Inc.

Impressive on Concrete

Pattern Number: **1502**

Ashlar Stone

Rock Sizes - 2-1/2" to 9"
1-1/4" depth, 3/8" to 1-1/4" mortar joint

Ends and sides are texture matched.

Panels can rotate, allowing random pattern layout.

General Information

Attachment To Formwork – Liners are attached to the form using TEK screws through the face of the liner spaced 12" C-C. Optional form mounting T-nuts embedded through the plywood backing is available for Elastospec panels.

Form Release – Apply with low flow, wide angle, flat spray nozzle and wipe with a cloth to insure a complete even coat to the entire form liner surface. Do not over apply form release agent. Protect treated form liners from precipitation, dust, and debris. Do not apply to reinforcing steel. For best results, use SPEC Release, aVOC compliant form release approved for all form liner materials.

Technical Support – Contact Spec Formliners, Inc. 888 429-9550

ThermoSpec™
Single or Multi-use Plastic

Property	HIPS	ABS
Tensile D638	3700	5300
IFlexural D7905	-	9300
Hardness D786	-	105
Material Weights - lbs/ft²		
0.070 MIL	0.110 MIL	0.150 MIL
0.393	0.621	0.843

ElastoSpec Lite™ Semi-Elastomeric
Multi-Use Materal

Property	ASTM	Rating
Shore D	D2240	65
Tensile	D412	3000 psi
Elongation	D412	300%
Tear Strength	D2370	23 MPa
Material Weights - lbs/ft²		
Varies by Pattern		

ElastoSpec™ 100% Solid Urethane
Bonded To 3/4" Plywood

Property	ASTM	Rating
Shore A	D2240	50-55
Tensile	D638	800 psi
Elongation	D638	600%
Tear Strength	D624	200 pli
Material Weights - lbs/ft²		
Varies by Pattern		

Call for ThermoSpec™ Standard Panel Sizes on this pattern. Custom Sizes and Art Panels available
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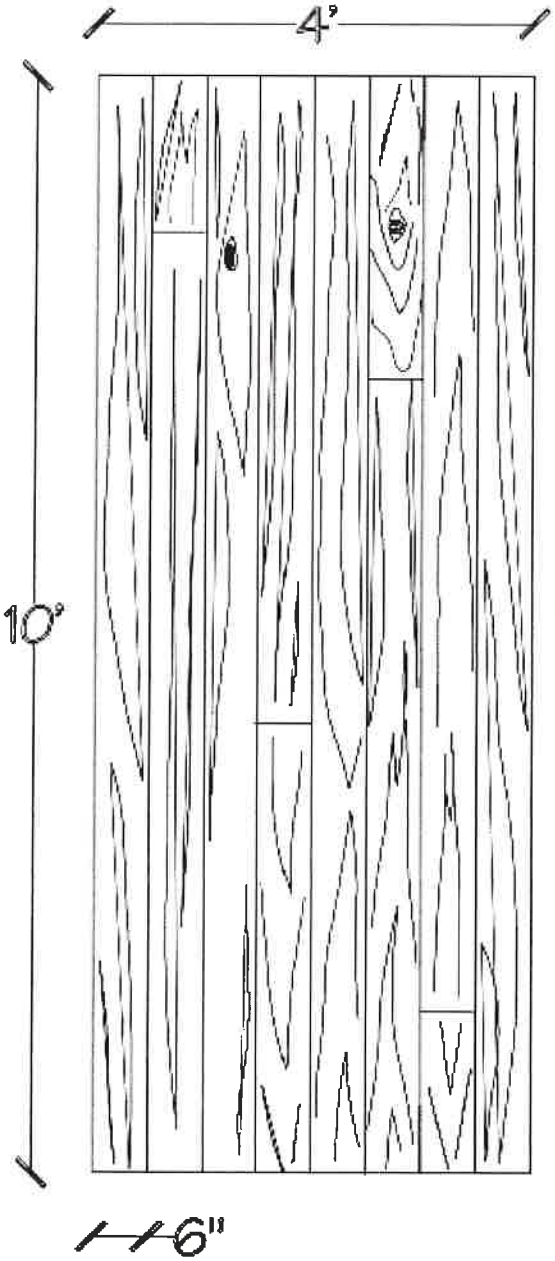
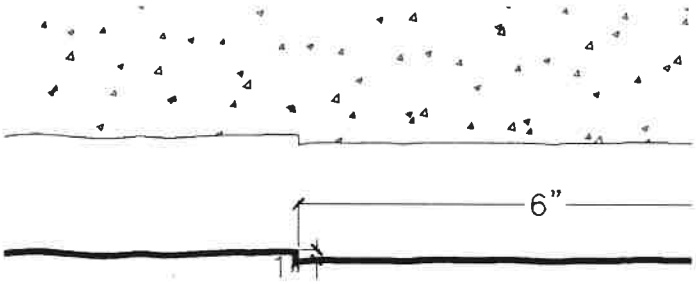
Spec Formliners, Inc. 530 East Dyer Road, Santa Ana, CA 92707
www.specformliners.com - Phone: 714 429-9500 - FAX: 714 429-1460

HUFFCUTT

6” Cedar

Thermoform Plastic Formliner





Quality. Service. Innovation.

NO PETS
IN BEACH AREA
NO LIFEGUARD
ON DUTY

NO PETS
IN BEACH AREA
NO LIFEGUARD
ON DUTY

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Tuesday, February 14, 2023**

SECTION: **Business**

DEPARTMENT: **Administration**

CONTACT: **Cassandra Suettinger, Deputy Administrator/Clerk**

AGENDA ITEM: **Motion to approve updating Chapter 9 of the Fiscal Policy Manual regarding a Revenue Collection & Write-Off Policy as recommended by the Finance Committee.**

PREVIOUS ACTION:
None.

ISSUE SUMMARY:
The current Village fiscal policy manual only contains a policy regarding the collection and write-off of personal property. The Village desires to update Chapter 9 to be a more robust Village wide policy regarding revenue collection and the write-off of uncollectible debt. The new policy provides guidelines and policy for all Village staff. It is of note, the current policy does not include the collections related to water, storm, and sewer utilities as those collections are regulated through PSC regulations.

FINANCIAL/BUDGET IMPACT:
No fiscal impact.

VILLAGE PLAN REFERENCE:
N/A

ORDINANCE REFERENCE:
N/A

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:
The Finance Committee unanimously recommended approval.

Motion approve updating Chapter 9 of the Village's fiscal policy manual regarding a Revenue Collection & Write-Off Policy

ATTACHMENTS:
1. Chapter 9 - Revenue Collection Write-Off Policy - Final DRAFT - 01.12.2023

CHAPTER 9 Revenue Collection & Write-Off Policy

SECTION 9.01 Policy Purpose

The purpose of this policy is to establish guidelines for revenue collection and for the write of uncollectible amounts.

SECTION 9.02 Scope of Policy

The Village collects a variety of revenues in and amongst its different departments. This policy covers all employees in all departments but excludes water, storm, and sewer utility collections. Revenue collection includes, but is not limited to, rents; fees for services, recovery for damage to Village property, personal property taxes; and fines and penalties.

The Village will make every effort to collect on amounts owed; however, recognizes through the course of normal business, uncollectible debt may arise from time to time. This policy shall provide consistency to enhance collection abilities and ensure accountability of debts owed.

SECTION 9.03 Guidelines

(1) The collection and maintenance of accounts receivable shall be centralized in the Village's financial software whenever possible.

(2) The Deputy Administrator and/or Village Administrator shall have the authority to approve the tracking of accounts receivable outside of the Village's financial software. In these instances, an aging report showing delinquent receivables shall be submitted to the Deputy Treasurer/Accountant quarterly and at the end of each fiscal year.

(3) All aspects of revenue recording and accounts receivable monitoring shall be subject to proper internal controls. Departmental internal control procedures shall be approved by the Department Head and sent to the Deputy Village Administrator and/or Village Administrator for review and approval.

(4) Departments collecting revenues shall use receipts approved by the Administration Department.

(4) All receipted revenues must be transmitted to the Deputy Treasurer/Accountant on a weekly basis.

(5) When a customer has been overcharged or undercharged because of incorrect data or due to incorrect information provided to the billing entity, the Deputy Village Administrator and/or Village Administrator have the authority to approve a correcting billing adjustment and/or credit memo.

SECTION 9.04 General Revenue Collection

(1) In general, the standard collection process shall be as follows:

a. Creation of an initial invoice outlining payment terms. If no other ordinance or statutory provision exists to provide payment terms, receivables shall be due within 30 days.

b. All delinquent accounts receivable invoices shall be billed monthly.

c. After 90 days, delinquent receivables less than $50 shall be submitted to the Village's approved collection agency.

d. After 90 days, delinquent receivables larger than $50 shall be referred for further collection including but not limited to the following options: State Debt Collection Program, small claims court, or collection agency. The Village shall select the collection option best based on the debt type and best method likely for successful collection.

e. After five years have passed without collection on the balance from the collection agency, the debt is recalled, and any unpaid debt is returned to the Village. At that time the Village shall make a determination on continuing to collect on the debt or writing it off as bad debt in accordance with section 9.09.

SECTION 9.05 Court Revenue Collection

(1) A defendant will have 60 days to pay a forfeiture from the finding date.

(2) After 60 days, the court will attempt to collect via a one-year driver's license suspension, warrant, or sending a 30 day warning letter.

(3) After 90 days, citations not enrolled in a payment plan will be sent to collections.

(4) $50 or less shall be sent to the Village's approved collection agency and over $50 shall be sent to the State Debt Collection Program.

(5) SDC will keep all certified debts for two years. Any amounts that are deemed uncollectible shall be returned to the court to be written off. At that time the Court shall

make a determination on continuing to collect on the debt or writing it off as bad debt in accordance with section 9.09.

(6) The judge will review collectible debt annually and notify the Administration Department of any receivables deemed uncollectible to write-off.

(6) If a debt cannot be certified due to missing information, it shall be submitted to the Village's approved collection agency.

SECTION 9.06 Write off Policy

(1) Annually, the Administration department will review accounts receivable aging report to identify receivables that meet the criteria for designation of uncollectible debt. Depending on the type or amount of debt, the Administration department will contact the responsible department for direction. The request for write-off of accounts receivable must include an itemized list of uncollectible amounts to be written off, specifying the following:

- Debtor Name
- Account Balance
- Invoice and/or charge date
- Brief description of receivable type
- Criteria under which the account was deemed uncollectible

(2) Documentation must be submitted to support the uncollectible account designation and substantiate that the department followed appropriate collection procedures for each uncollectible account. Documentation could include, but is not limited to:

a) Invoices.
b) Collection and/or reminder letters.
c) Returned documentation identifying collection attempt as undeliverable, no forwarding address, etc.
d) Referral to a Village collection agency/vendor.
e) Bankruptcy claims and/or any related plan or discharge.

(3) An accounting adjustment resulting in a write-off of uncollectible accounts receivable from the Village's account records does not constitute forgiveness of the debt and is still payable by the debtor.

SECTION 9.07 Write off Policy – Personal Property

(1) All personal property taxes must be paid in full by January 31st of the year due or they become delinquent. The Village is solely responsible for the collection of delinquent personal property taxes.

(2) In accordance with Wis. Stats. 74.47, delinquent personal property taxes are subject to additional interest charges of 1% per month or fraction thereof and to an additional penalty charge of 0.5% per month or fraction thereof.

(3) A written notice of any unpaid personal property tax amount, with interest and penalties added, will be mailed to each delinquent taxpayer the first week of February, March, and April.

(5) All delinquent personal property taxes remaining by May 1st shall be evaluated for possible collection action under Wis. Stats § 74.55. Among the factors to be considered in this evaluation shall include the amount of outstanding taxes owed, the age of the account, the current status of the business, the likelihood of receiving payment without resorting to collection action and the projected cost of collection.

(6). If a delinquent tax account is deemed by staff to be a suitable candidate for collection, Village staff will initiate appropriate recovery procedures, including the potential filing of small claims court action, withholding Village licenses which the business may require to operate (as allowed by law), or using the State Debt Collection Program. If necessary the account will be referred to the Village Attorney for legal action. Any civil action must be brought within six years after the January 1st of the year in which the taxes are required to be paid.

(4) All delinquent personal property remaining delinquent for taxes owed by an entity that has ceased operations, filed a petition for bankruptcy, or are due on personal property that has been removed from the next assessment roll, shall be flagged to chargeback in accordance with Wis. Stats. 74.42(1) by March 1st of the following year. The Village portion of chargeback taxes shall be written off at this time.

7. Any delinquent personal property tax amounts that are still unpaid by January 1st of the third year after the taxes were due (EXAMPLE – payable 1-31-23 but still delinquent 1-1-26) will be reviewed by staff and the Village Attorney (if appropriate) for possible consideration of write-off. Write-off approval amounts shall follow the guidelines established in section 9.09.

SECTION 9.08 Hardship/Payment Plan

(1) The Village recognizes the desire to be sensitive to hardships and individuals who may need more time to pay debts owed to the Village than the standard net 30 days. The Village shall provide payment plans where possible and allowable.

(2) Debtors may request to enter into a payment plan with the Village. Terms of the payment plan shall generally favor terms of a 1-year agreement but could be longer based on the amount owed and ability for repayment.

(3) Debtors may request a hardship waiver from the debt owed. Hardship waivers shall be considered based on total family income and the number of individuals in the household. The Village shall consider these factors and base decisions on the 200% of the National Poverty Guideline as published by the U.S. Department of Health Services ASPE. The Deputy Administrator and/or Village Administrator shall have the authority approve a hardship waiver.

SECTION 9.09 Organizational Approvals

(1) The following approval processes shall be set forth for writing off uncollectible accounts receivable:

a) Less than $10,000 Deputy Administrator/Village Administrator approval
b) More than $10,000 – Village Board

(2) The Deputy Administrator/Village Administrator have the authority to administratively write-off unpaid accounts in the following situations:

- Statutorily required due to time or bankruptcy
- Deceased responsible party
- Small balances where cost to collect would exceed debt owed.

(3) A report shall be submitted to the Finance Committee of the accounts written-off during the year.

9.10 Allowance for Doubtful Accounts

(1) Each year an allowance for doubtful accounts will be established for all applicable funds.

(2) All receivables outstanding for greater than six years will be included in the allowance for doubtful accounts. The exception will be for receivables deemed collectible by the department even though greater than six years old.

Adopted: January 24, 2023

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Tuesday, February 14, 2023**

SECTION: **Business**

DEPARTMENT: **Public Works**

CONTACT: **Lee Igl, Streets/Utilities Superintendent, Matt Schuenke, Village Administrator**

AGENDA ITEM: **Motion to approve acceptance of the the Water System Needs Assessment as recommended by the Public Works and Utilities Committee.**

PREVIOUS ACTION:
The Public Utilities Committee recommended approval to the Village Board regarding a proposal by Town & Country Engineering to conduct a Water System Needs Assessment Study at their January 18, 2022 meeting.

The Village Board approved the proposal by Town & Country Engineering at their January 24, 2022 meeting.

The Public Works & Utilities Committee recommended to the Village Board an impact fee allotment of 5% for improvements to both Well 3 and 4 and an allotment of 37.8% for a new Well 5 and to request the consultants, auditors, and or village attorneys review the possible inclusion of inflationary adjustments at their January 23 meeting. Following the committee meeting, staff contacted the village attorney regarding the possible inclusion of inflationary adjustments related to the development of impact fees. This is possible but on a limited basis. Staff will work with the Auditor through the development of the impact fees to see what our options could be.

ISSUE SUMMARY:
A Water System Needs Assessment Study helps the village identify challenges and deficiencies within the village's water impact fee structure and would be the basis for adopting a revised impact fee ordinance in order to help offset costs associated with continued growth and impacts on the water system. The last assessment was completed by the Village Engineer in 1997 and this current update would follow a similar methodology. Once completed, the Auditor can prepare an update to the impact fees so that these are properly applied to address growth in the future. To reference the 1997 Assessment please click here.

The Village's current water impact fee of $525 is charged for new residential units and was calculated in 1998 to help offset costs of a new water tower on Holscher Road and a network of large diameter mains to connect the tower more efficiently to the water distribution network and provide system looping. Since that time, the village has continued to grow and it has been determined that both a new drinking water well and significant upgrades to the existing wells will be needed in the near future. In addition, construction costs have increased significantly

since 1998. Therefore, the Village desires to update its impact fee to represent its currently anticipated future needs and modern construction costs.

It is important to note that using impact fees for financing construction comes with risks that new residential growth will not meet what is projected. Revenue from water rates cannot be used to supplement a lack of residential growth/impact fees. In that case, general funds (tax dollars) would be needed to help pay for the proposed projects.

The Public Facilities Needs Assessment Report is the first step in the process and was presented to the Public Works & Utilities committee at the December 21, 2022 meeting. Following the report's completion, the Village financial consultant will prepare an impact fee report which will be used to replace the Water Impact Fee.

Enclosed within the packet is the Water Needs Assessment Report as presented at the January 23, 2023 Public Works & Utilities Committee meeting. Any blanks within the report are intentional and represent decisions that will need to be approved by the Village Board. Staff received a recommendation from the Committee at their January meeting for the percentage to allocate to future property owners for the impact fee charge. The Village needs to select an impact fee allotment percentage that officials feel reflects the expected future Village growth. The improvements to the wellhouses at #3 and #4 could be reasonably held at 5% given several different population projections. The cost of a new Well 5 could reasonably be assigned anything between 18.5% and 46.4%. Given the risks of the higher allotments, staff suggests 37.8% using the assumed pumping capacity.

The Committee recommended to the Village Board an impact fee allotment of 5% for improvements to both Well 3 and 4 and an allotment of 37.8% for a new Well 5 and to request the consultants, auditors, and or village attorneys review the possible inclusion of inflationary adjustments at their January 23 meeting.

FINANCIAL/BUDGET IMPACT:
The Water System Needs Assessment helps to calculate the percentage. The final rate determination will be supplied by our auditors during the next phase.

VILLAGE PLAN REFERENCE:
None.

ORDINANCE REFERENCE:
None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:
Recommended action:

> *Motion, second to accept the Water System Needs Assessment which includes an impact fee allotment of 5% for improvements to both Well 3 and 4 and an allotment of 37.8% for a new Well 5.*

ATTACHMENTS:

1. MC Water Needs Assessment Report
2. MC PFNA - January 2023 Summary

PUBLIC FACILITIES NEEDS ASSESSMENT
FOR
MUNICIPAL WATER SYSTEM

Village of McFarland, Wisconsin

December 2022

TOWN & COUNTRY ENGINEERING, INC.
Madison ♦ Rhinelander ♦ Kenosha
6264 Nesbitt Road • Madison, WI 53719 • (608) 273-3350 • tce@tcengineers.net

PUBLIC FACILITIES NEEDS ASSESSMENT
FOR
MUNICIPAL WATER SYSTEM

Village of McFarland, Wisconsin

December 2022

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EXECUTIVE SUMMARY

Report Purpose and Introduction

The purpose of this report is to evaluate the water system facilities for the Village of McFarland and provide recommendations for immediate and future needs. Existing water facilities consist of three water supply wells (Wells 1, 3 and 4), two storage reservoirs, and the distribution system. Some of the existing facilities need improvements to maintain service and reliability. The Village is also currently considering the need for a new well, and the long-range plans for the water utility will impact the sizing and design of the new facilities. This report builds on past studies from 1998, 2012, and 2018 to help the Village guide capital improvement plans and plan for growth. Specific objectives of this report are to evaluate existing deficiencies, determine future needs of the system based on current usage trends and population projections, and identify improvements required to serve future growth areas. This latter objective includes providing the necessary justification to update the Village's existing impact fees for future users, in accordance with Wisconsin Statute 66.0617.

A previous Public Water Facilities Needs Assessment was completed by Town & Country Engineering in 1998 along with a Report of Water Impact Fees by Virchow, Krause & Company. An impact fee of $525 per residential equivalent unit (REU) was established based on the estimated cost for a new water tower, new well, and new water mains to serve as the transmission backbone for these facilities. The Holscher Road water tower was subsequently constructed in 2000 and a network of 10" and 12" water mains has been constructed to connect the new tower to the distribution system and provide looping. Following DNR approval of a 2012 Well Site Investigation report, the Village acquired a new well site in the southeast portion of the Village but new Well 5 has not been constructed yet.

A 2018 study for the East Basin service area evaluated the utility improvements needed to serve the undeveloped areas on the Village's East side out to Door Creek Road. The study recommended the Village closely monitor water usage and prepare for the eventual construction of Well 5. The study also indicated that, depending on how development progresses on the Village's east side, it may be advisable to construct a third water storage reservoir in this area. Since these past studies were completed, the Village has experienced continued growth and development and wishes to pursue construction of Well 5. This report is intended to update previous impact fees based on current usage, planned development, and recent cost estimates.

The 2020 Census population for the Village is 8,991. According to Wisconsin Department of Administration (DOA) projections, the population is expected to grow to 9,895 over the next 20 years. A linear projection using the 1970-2020 census data provides a more aggressive population projection and has been used to estimate the 2040 (20 year) and 2070 (50-year) populations of 11,730 and 15,960, respectively. For the purposes of water system planning, both projections were used, with the linear projection providing a conservatively high estimate of future water demands, particularly for water storage needs past 20 years, and the DOA projection providing the lower end of the range of possible demands in the next 20 years. Planned developments that are expected to occur in the next 5 to 10 years were used to estimate near-term demands for the water system.

Water Supply Improvements

A new well is needed to meet the future water supply needs for the Village of McFarland. The supply from the Village's existing three wells is marginal for meeting existing demands and does not meet the DNR guidelines for source capacity with near term and 20-year projected growth.

Additionally, the Village's existing wellhouses need upgrades to meet current code requirements, extend the life of the structures and equipment, and provide reliable standby power. If any of the wells are permanently removed from service then additional well capacity would be needed for current demands as well as future growth.

Given the size and condition of the existing Well 1 wellhouse, complete replacement of this building would be warranted if the Village intends keep this well for long-term use. Since Well 1 is the oldest and lowest capacity well, the Village has decided it would be more cost-effective to replace the capacity of Well 1 than to upgrade the facilities with a new wellhouse. Well 1 would likely be removed from service the next time major repairs or maintenance are needed at the well. For water supply planning, it is assumed that the new Well 5 will replace the capacity of Well 1, and that Well 1 will be abandoned at some point in the future after Well 5 is in service.

Existing Wells 3 and 4 provide a combined 2,150 gpm of pumping capacity and are a reliable source of high-quality water. These wells need the following improvements for continued long-term use:

- Building addition/modification to provide for two separate chemical rooms at Well 3 and one additional chemical room at Well 4, including new chemical feed pumps, scales and containment.
- Replacement of the existing natural gas engine and right-angle drive at each well with a stationary standby generator and automatic transfer switch to improve standby power reliability.
- Replacement and reconfiguration of electrical equipment within the existing pump rooms.
- Building architectural and HVAC improvements, including air conditioning for the well pump/electrical spaces.
- Replacement of well pump, motor, discharge piping and instrumentation/appurtenances is recommended if a substantial investment is made at the wellhouses.

Village intends to move forward with planning a new Well 5, located in the southeastern area of the village, near the intersection of Holscher Road and Prairie Wood Drive. The well site is two Village-owned parcels off of Prairie Wood Drive near Wiouwash Way. The DNR previously approved the Well Site Investigation Report for this site in 2012 but the approval has lapsed and will need to be renewed.

The well capacity evaluations in Sections 2.6 and 3.4 demonstrate a need for additional source capacity meet future demands, and to replace the capacity of Well 1 if this well is taken out of service. The additional well capacity needed for future growth ranges from 75 gallons per minute (gpm) for the DOA 2040 projection to 185 gpm for near-term development and 378 gpm for the 20-year linear growth projection. The current pumping rate for Well 1 is approximately 536 gpm. The City wishes to install a new well that has similar capacity to Well 3 and 4, which currently pump at 1,024 and 1,129 gpm, respectively. A new 1,000 gpm well would provide adequate source capacity for future growth and replacement of the capacity at Well 1 and would result in a firm well capacity of 2,024 gpm (1,000 gpm + 1,024 gpm). Using the current maximum day demand (MDD) of 178.5 gallons per capita per day, a firm well capacity of 2,024 gpm could serve a population up to 12,246 while still meeting DNR requirements. **A target pumping capacity of 1,000 gpm has been selected by the Village for future planning and design efforts on new Well 5.**

Water Storage Improvements
The Village has adequate storage to meet current needs, but additional storage will be needed as the Village grows. If the Village wishes to have at least an average day of demand in storage, then more storage would be needed as the population reaches approximately 13,710, based on the current average day per capita usage of 74.4 gpcd. As developments move forward in the East Basin area, the Village should continue evaluating options and actively pursue obtaining land for siting of new storage facilities. The 2018 East Basin study identified two potential sites for a new water tower, one located north of Siggelkow Road, near the intersection with Interstate 39, and the second south off Siggelkow Road, approximately 1,400 feet due south of the end of the cul-de-sac at Lee South Court. These sites were selected based on ground elevations, but several other factors will need to be considered in ultimately determining a new site.

Since the need for additional storage is several years in the future, a detailed evaluation and cost estimates for these sites has not been prepared. The only recommended water storage improvements are routine inspection, maintenance, and coating to extending the life of the Village's existing water towers. Recoating of the Burma Road Tower is planned for 2023.

Distribution System Improvements
Past studies in the 1990s identified areas with insufficient fire flows based on distribution system modeling, with recommendations for water main reinforcements and looping. Most of the recommended improvements from that era have been completed by the Village. The Village's current distribution system model was used to evaluate previously identified improvements that have not been completed. Based on this evaluation, the only remaining recommendation is upsizing the 6" water main on Voges Road, east from USH 51 the to the terminal hydrant if more than 1,500 gpm fire flow is needed in this location. The majority of the Village has over 3,000 gpm available fire flow and pressures over 60 psi. No other areas needing immediate improvements for fire flow or pressure were identified, but other system improvements may be desired based on age-related concerns and associated street reconstruction projects.

For future needs, the planned site for new Well 5 is in a developed portion of the Village that is well-looped with the Village's distribution system by a backbone of 12" mains. There is a small section of 8" main on Prairie Wood Drive between Wiouwash Way and Holscher Road that could be upsized to 12" in the future to complete the looping, but this is not an immediate need. Distribution system expansion for future growth and potential new storage locations will be evaluated in the future as those needs become more immediate.

Summary
The following water system improvements are recommended for inclusion in the Village Capital Improvement's Plan:

	Estimated Cost
Construct New Well 5	$3.32 Million
Well 3 Improvements	$1.72 Million
Well 4 Improvements	$1.62 Million

The portion of the new Well 5 capacity is attributed to growth and would be eligible for impact fees. Under Wisconsin Statutes Section 66.0617, the Village has the authority to adopt impact fees to pay for the proportionate share of capital costs for new, expanded, or improved public water facilities needed to serve future growth and land developments.

The following general considerations for impact fees should be noted:

- Impact fees pay for only the portion of new facilities that can be attributed to growth rather than existing deficiencies.
- Impact fees must be used within 8 years of when they are collected, otherwise they must be returned, plus interest, to the property owner.
- Impact fees must be discontinued (or the Public Facilities Needs Assessment updated) after 100% of the capital to be paid by impact fees has been collected.
- The portion of the capital costs paid by impact fees is not included in the Water Utility's rate base and is considered Contributed Plant by the Public Service Commission.
- If growth does not occur, the Water Utility cannot raise water rates to make up for deficiency in funds. Therefore, the Village must carefully evaluate growth that is reasonably expected to occur before assigning impact fees.

Based on the calculations and information presented in this report, the Village has selected xx% as the Impact Fee Percentage for the new well. The cost estimates, development projections, and impact fee percentage from this report will be used by the Village's accountant to update the existing impact fees.

1. INTRODUCTION

1.1 Purpose and Planning Objectives

The purpose of this report is to evaluate the water system facilities for the Village of McFarland and provide recommendations for immediate and future needs. Existing water facilities consist of three water supply wells, two storage reservoirs, and the distribution system. Some of the existing facilities need improvements to maintain service and reliability. The Village is currently evaluating the construction of a new well and the need for additional water storage, and the long-range plans for the water utility will impact the sizing and design of the facilities.

To help the Village guide capital improvement plans, this report evaluates alternatives for upgrading existing facilities and providing additional storage and source capacity when needed. Another objective of this report is to identify any projects or portions of projects that are required to serve future growth areas and provide the necessary justification to establish impact fees for future users, in accordance with Wisconsin Statutes s. 66.0617.

1.2 Planning Area

The Village of McFarland is located within Dane County in south-central Wisconsin, along U.S. Highway 51 and the east shore of Lake Waubesa. The Village is directly southeast of Madison, the County seat. The Village shares borders with the City of Madison to the north; the Town of Dunn to the west, south, and southeast; and the Town of Blooming Grove to the east.

The Village developed its most recent Comprehensive Plan in 2017. The planning area for the Comprehensive Plan included all lands currently within the Village's municipal limits – approximately 4 square miles – and the unincorporated areas within the Village's 1.5-mile extraterritorial jurisdiction. Appendix A contains a map of the Village's jurisdictional boundaries from its Comprehensive Plan, including its municipal boundary and extraterritorial jurisdiction. Within its extraterritorial jurisdiction, the Village may plan, prepare an official map, and review land division proposals.

The planning area covered by this report is the Village of McFarland and the areas immediately adjacent to the Village which may, in the future, be served by the Village's water utility system. A map of the Village's current service area is shown in Figure 1-1. This map, which distinguishes between water main size by color, is provided in Appendix B.

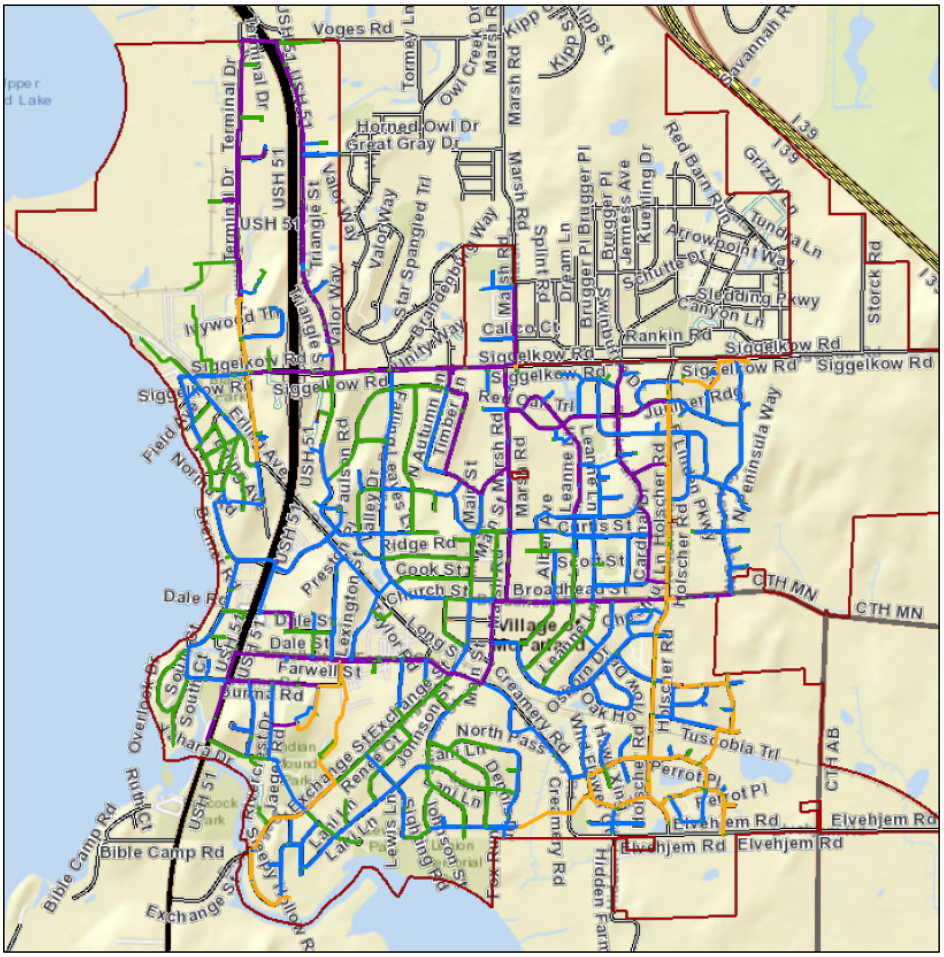


Figure 1-1 Current Village Service Area

1.3 Planning Period

The existing components of the Village's water system and ability to meet current needs are evaluated in Chapter 2. Projections of future needs are made in Chapter 3. Many water system improvements, particularly wells and storage facilities, are designed to last 50 or more years. However, population and land use projections beyond 20 years are inherently inaccurate and based on assumptions for growth and development that may not occur. To balance these two issues, this report uses projections based on a planning period of approximately 20 years as well as projections of growth up to 50 years in the future to provide a range of future water demands. Chapter 4 presents alternatives for water system improvements to meet both current and future needs. Recommendations for future water infrastructure improvements are based on planning projections that will need to be refined as the Village grows or as customer usage changes.

1.4 Population and Existing Land Use

Table 1-1 summarizes the census data and recent population estimates for the Village of McFarland. According to U.S. Census data, the Village's population has increased steadily from 1970 through 2020, with a percent increase of 277%, or a 5.5% annualized growth rate. The Wisconsin Department of Administration estimated that the Village's 2021 population was 9,331.

Table 1-1 Village Population Summary

Year	Census[1]						Estimate[2]
	1970	1980	1990	2000	2010	2020	2021
Population	2,386	3,783	5,232	6,416	7,808	8,991	9,331

For this planning document, the current base population was assumed to be 8,991 based on the 2020 Census. Projected population increases from this baseline figure will be used to estimate future demands in Chapter 4.

According to the Village's 2021 Annual Public Service Commission (PSC) Report, the Village serves 3,291 residential customers, 221 commercial properties, 26 public authority customers, and 58 multifamily residences customers within the municipality.

The existing land use map for the Village is provided in Appendix A, taken from its 2017 Comprehensive Plan. Land use and zoning within the Village is primarily residential; public lands recreation; and transportation, communication, and utilities; and agricultural. The Village also has a significant amount of land which is currently either commercial, industrial, or open land.

1.5 Topography and Geology

The entire Village of McFarland lies within the Yahara River watershed, which generally consists of relatively flat or undulating glacial deposits, including many wetland areas, and drains into the Rock River. The northern and western parts of the Village drain into Lake Waubesa, and the southern and eastern portions of the Village and its extraterritorial jurisdiction drains into Lower Mud Lake, when then flows through the Yahara River onto Lake Kengona and finally the Rock River.

The Village's topography is characteristic of that found in the central and eastern portion of Dane County. The Village's surface geology includes drumlins and other till surfaces, lake plains, and some glacial stream deposits. Elevations in the village generally range from 950 feet above mean sea level (amsl) in the north-central and southwest corners of the Village, down to 850 feet amsl near the Yahara River and Lake Waubesa.

Information on bedrock underlying the Village is based on maps and cross sections developed by the Wisconsin Geological and Natural History Survey and well construction records. The uppermost bedrock in the McFarland area consists of the Sinnipee Group, including the Galena, Decorah, and Platteville Formations, which are dolomite of Paleozoic age within the Ordovician system.

Commented [AB1]: I included this for Dodgeville where they do have karst features but I don't think its relevant/necessary here.

[1] U.S. Census Bureau Data
[2] Wisconsin Department of Administration, Municipal Final Population Estimates, January 2021

The Sinnipee Group is underlain by the Ancell Group, which includes shale and sandstone, and the Prairie du Chien Group, which consists of dolomite with some sandstone and shale. The Prairie du Chien group is underlain by Cambrian bedrock consisting of the Trempealeau, Tunnel City and Elk Mound Groups. The Elk Mound Group consists of units of sandstone and shale including, from oldest to youngest, the Mount Simon, Eau Claire, and Wonewoc Formations. The Mount Simon Formation is made up of coarse to medium-grained sandstone, and gradually transitions upwards to the fine-grained, silty sandstone of the Eau Claire Formation. The upper portion of the Eau Claire Formation contains significant amounts of shale and siltstone, forming an important aquitard, known as the Eau Claire aquitard. The overlying Wonewoc Formation consists of medium- to fine-grained sandstone, forming an important regional aquifer system above the Eau Claire aquitard. The Tunnel City Group overlies the Elk Mound Group and consists of medium to very fine-grained glauconitic sandstone. The Trempealeau Group overlies the Tunnel City Group and consists of the Jordan quartz sandstone and St. Lawrence dolomitic sandstone and siltstone with some thin shale beds.

The Village's existing wells are open to the Prairie du Chien, Trempealeau, Tunnel City and Elk Mound Groups.

1.6 Past Studies

In 1998, Town & Country Engineering performed a Public Facilities Needs Assessment for Public Water Impact Fees on behalf of the Village of McFarland. The purpose of this report was to analyze the Village's water system including water supply and storage needs, the location a new water tower, and future water main construction needs. The report assessed deficiencies in the Village's water system, determined future needs of the system, identified projects required to service future growth areas, and provided the necessary justification to establish impact fees on future users. Recommended distribution system improvements from a 1994 Water System Computer Analysis by Strand Associates, Inc were also evaluated. The 1998 report recommended several water main loop interconnections and water main size increases, construction of a new water storage tank at a site along Holscher Road, and allocation of impact fees on future users. A 1997 Report on Impact Fees by Virchow Krause & Company established impact fees for a new water tower, transmission mains, and a new well. The recommended water storage tank was subsequently constructed in 2000 and is described further in section 2.2.

In 2012, Town & Country Engineering developed a Well Site Investigation Report to evaluate three potential well locations for a future Well 5. All three sites were on the east side of the Village, on properties on the north side of Prairie Wood Drive, east of Holscher Road. The report analyzed past and present uses of the potential well sites; described site characteristics; identified potential contamination sources within a half mile of each site; described wetlands, floodplains, and surface water near the three sites; summarized previous modeling of pertinent groundwater aquifer; and outlined anticipated well construction details such as hole sizing, casing depth, and overall well depth. The report identified the site located northeast of the intersection of Wiouwash Way and Prairie Wood Drive as the primary well site, with the other two sites as backups if the primary site could not be acquired. Following DNR approval of the 2012 well site investigation report, the Village purchased two adjacent parcel off of Prairie Wood Drive for a future Well 5. No well or pumping facilities have been constructed to date on these properties.

In 2018, Town & Country Engineering prepared an East Basin Utility Service Study which, in part, evaluated the Village's existing water utility service capabilities within its East Basin to quantify and plan for the impacts of projected future community growth on this system. The Village's East

Basin generally consists of undeveloped, unserved areas between currently developed areas on the Village's East side out to Door Creek Road. The study recommended the Village closely monitor maximum daily peak water usage on an annual basis, and to prepare for the eventual construction of Well 5 via its long-term capital infrastructure improvement funding and planning. The study also indicated that, depending on how development progresses on the Village's east side, it may be advisable to construct a third water storage reservoir for system redundancy or to maintain system pressures.

Since these past studies were completed, the Village has had continued growth and development and wishes to pursue construction of Well 5. This report is intended to update previous impact fees based on current usage, planned development, and recent cost estimates.

1.7 Regulatory Requirements

When analyzing the overall needs and capacity for a water system, several components need to be taken into consideration, including the average and maximum day water demands, fire flow requirements, past operating data, and standby requirements. It should be recognized that there are no absolute requirements for system capacity. The Wisconsin Administrative Code chapters for Natural Resources (NR) and Public Service Commission (PSC) include specific pressure requirements which must be followed. Recommendations from the Insurance Service Office (ISO), Wisconsin DNR, and the Wisconsin PSC are generally used as guidelines for sound engineering design.

The pertinent requirements set forth in the Wisconsin Administrative Code are as follows:

- Wisconsin Administrative Code s. NR 811.70 requires that "*The minimum and maximum normal static pressure in the distribution system shall be 35 psi and 100 psi, respectively, at ground level. The system shall be designed and operated to maintain a minimum residual pressure of 20 psi at ground level at all points in the distribution system under all conditions of flow. The minimum flow requirement for water mains serving fire hydrants is 500 gpm at 20 psi residual pressure at ground level at all points in the distribution system.*"

- Wisconsin Administrative Code s. NR 811.66 requires that *"the maximum variation between high and low levels in storage structures which float on a distribution system may not exceed 30 feet during normal usage. The minimum and maximum pressure in service areas shall be 35 and 100 psi respectively at ground level. In areas where a minimum of 35 psi cannot be maintained, a high pressure zone shall be established in the distribution system by means of booster pumps and related facilities or pressure boosting systems on individual service lines as required in Subchapter XI. The use of individual service line booster pumps shall be limited to the extent possible. In situations where static pressures exceed 100 psi, pressure reducing devices may be required on mains in distribution systems having documented system deficiencies or problems due to high pressure such as main breaks and service line breaks."*

- Wisconsin Administrative Code s. PSC *185.82 states that "Under conditions of normal heavy system demand the residual pressure at the meter outlet shall not be less than 20 psig. For typical residential customers, normal conditions of use shall mean a flow rate of not less than 12 gallons per minute ... This standard shall ordinarily require that the distribution main pressure at the corporation stop connection be at least 35 psig…The maximum pressure at the meter shall not exceed 125 psig. The maximum pressure at the*

meter shall not exceed 100 psig for new systems and, to the extent practical, major additions to existing systems."

- Wisconsin Administrative Code s. NR 811.62(1) requires that "*A sufficient quantity of water, as determined from engineering studies, shall be maintained in elevated storage when only one pumping unit to the distribution system is available to serve the water system. This shall be at least an average-day supply under normal operating conditions. When more than one distribution pump is available, the storage shall be in accordance with standard engineering practice. Standard engineering practice is based upon an engineering review of existing and future water supply needs including: type of service and population served; average day, maximum day, peak hour and fire flow demands and durations; water source quality, availability and treatment, pump capacities, auxiliary power, storage capacity, water distribution and costs."*

- Wisconsin Administrative Code s. NR 811.26 requires that *"There shall be 2 or more pumping units, with each unit capable of supplying the peak demand. The department may approve exceptions under sub. (2), if additional pumping stations which can meet the peak demand are available or if the department determines that there will be a sufficient volume of storage available between pumping periods to allow for necessary repairs. Depending on the type and size of the water system, a sufficient volume of storage may include elevated storage, ground storage fitted with high-lift pumps and auxiliary power, and pressure tank storage. If only 2 units are provided, each unit shall be capable of supplying the peak demand. If more than 2 units are installed, the total number of units shall have sufficient capacity so that if any one pump is taken out of service, the remaining pumps are capable of supplying the peak demand."*

- Wisconsin Administrative Code s. NR 811.27 requires that "*All municipal pumping stations, pumphouses, and water treatment plants shall have a standby auxiliary power source unless the department determines that there is sufficient pumping capacity with existing auxiliary power located at other water system facilities to provide at least an average day supply of water. Sufficient power shall be provided to operate pumps, treatment systems, chemical addition, control systems, and monitoring equipment. Auxiliary power for chemical addition, treatment, and monitoring equipment is not required if the treatment, chemical addition, control, and monitoring equipment is not necessary to meet the primary drinking water standards in ch. NR 809 or the continuous disinfection requirements of chs. NR 810 and 811."*

- For boosted pressure zones, Wisconsin Administrative Code NR 811.82 states that "*Elevated storage is not required for a boosted pressure zone where the primary pressure zone can provide minimum pressures of 35 psi at street elevation in all areas of the boosted zone. Elevated storage facilities shall be provided for a boosted pressure zone serving more than 50 living units in any of the following situations: (1) If the primary pressure zone cannot maintain pressures of 3 psi or greater at street elevation in all areas served by the booster pumps including situations where emergency power is provided.(2) If the primary pressure zone provides pressures of 3 to 35 psi at street elevation in all areas served by the booster pumps and an emergency power source is not provided for the booster station."*

- For booster pumping stations, Wisconsin Administrative Code s. NR 811.83 requires that *"Emergency power shall be provided if 50 or fewer living units are being served and the*

primary pressure zone cannot maintain positive pressures of 3 psi or greater at street elevation in all areas served by the booster pumps, and sufficient elevated storage is not provided. Emergency power shall be provided if more than 50 living units are being served and the primary pressure zone cannot maintain pressures of 20 psi or greater at street elevation in all areas served by the booster pumps, and sufficient elevated storage is not provided."

- The DNR's 2018 Guidance for Municipal Drinking Water System Source Capacity Determination states *"The department considers a water system to have adequate source capacity if the maximum daily demand can be met with the largest source out of service while pumping 18 hours per day or less and if the average daily demand can be met with the largest source out of service while pumping 12 hours per day or less. The department considers a water system that relies on only one source to not have adequate source capacity."*

ISO provides evaluations of fire insurance classification for municipalities and establishes the criteria used in the evaluation of a community's fire defenses. ISO calculates recommended fire protection rates for communities based on physical surveys of actual buildings within the community. ISO typically recommends a minimum fire flow of 750 gpm for single family residential areas and 2,500 gpm to 4,500 gpm for commercial areas and areas of high intensity development. ISO calculates the needed fire flow (NFF) for individual buildings based on each building's area, construction, occupancy, and exposure. ISO then uses the fifth highest NFF as the recommended fire protection rate for a community. To get full credit, the water supply must be able to deliver water at 20 psi residual pressure and at the specified rate of flow for a duration of 2 hours for NFF less than 3,000 gpm, for a duration of 3 hours for NFF of 3,000 gpm to 3,500 gpm, and for a duration of 4 hours for NFF in excess of 3,500 gpm. These fire flow capacities must be supplied in excess of the maximum daily pumpage rate, based upon records for the past three years. This fire protection rate makes up about 40% of a community's ISO Public Protection Classification (PPC), which includes other factors such as personnel training, hydrant maintenance, equipment, and historic response time. The PPC is used by insurance companies in setting the property insurance rates for communities.

In May 1995, ISO Commercial Risk Services conducted hydrant flow tests around the Village and developed recommended firefighting capacities at the various test locations, with three locations that required fire flows in excess of 3,000 gpm. Based upon this testing, ISO provided a basic fire flow rating of 3,000 gpm. Appendix C includes documentation of the ISO hydrant flow testing and fire flow rating.

The Village's 1998 Needs Assessment for Public Water Impact Fees and 2018 East Basin Utility Service Study both used a fire flow requirement of 3,000 gpm for a 3-hour duration for analyzing storage needs.

More recent ISO testing and rating was not available at the time of this study, so a fire flow of 3,000 gpm for 3 hours was used for the purposes of this report to evaluate the capacity of the water system. In general, the maximum fire flow normally expected from a public water system does not exceed 3,500 gpm for practical reasons.

2. EXISTING WATER SYSTEM FACILITIES

The Village of McFarland's water system consists of three wells, two storage reservoirs, and the distribution system as described in the following sections. Appendix B contains a map of the existing water system facilities.

2.1 Existing Wells and Pumping Facilities

The Village currently has three existing water production wells, Wells 1, 3 and 4, that discharge directly to the distribution system. (Well 2 was removed from service in 1987 and permanently abandoned in 2000 due to the presence of contaminated groundwater.) Appendix B contains a summary of well construction details and well construction records for the three existing wells.

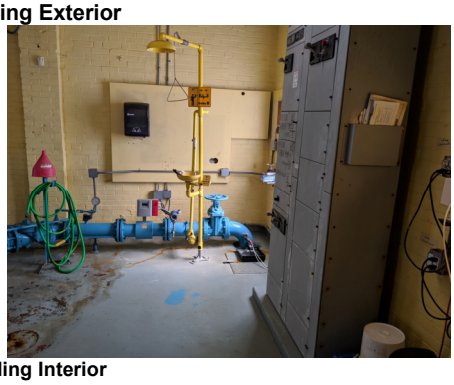
2.1.1 Well 1

Well 1 is located in the south-central part of the Village at 5412 Long Street, on the northwest corner of Long Street and Milwaukee Street, near the E.D. Locke Public Library. Well 1 was originally constructed in 1940, and has a Wisconsin Unique Well Number of BF498. The well has a total depth of 560 feet below ground surface, with a 16-inch outer casing to 145 feet and a 10–inch inner casing to 167 feet and a 10-inch open borehole below the casing.

The current pump is a 6-stage Layne model 10RKHC which is approximately 40 years old. The original pump design was for 500 gpm at 240 feet total dynamic head, and the current pumping rate is approximately 530 gpm. The pump was last pulled for inspection in 2022. The motor is 40 hp and was replaced in 2010 with a maximum efficiency, inverter duty-rated US Motor's RUSI motor.

The wellhouse was constructed in 1940 and is brick building with a flat roof, with approximate building dimensions of 20 ft x 18 ft. The wellhouse has a single room that houses the well pump, discharge piping, chemical feed facilities, and electrical/SCADA equipment. As an auxiliary power source, the wellhouse contains a natural gas internal combustion engine connected to the well pump shaft via a right angle drive. Recommended improvements for Well 1 are described in Section 2.1.5.

Well 1 Building Exterior



Well 1 Building Interior

2.1.2 Well 3

Well 3 is located in the northern part of the Village at 5001 N. Autumn Lane, on the southeast corner of Siggelkow Road and N. Autumn Lane. Well 3 was originally constructed in 1974 (BF500) with a 20-inch casing to 116 feet and was reconstructed in 1996 (HJ137) with a grouted 14-inch liner casing to 260 feet. The well has and a 17-inch open borehole beneath and a total depth of 700 feet below ground surface.

The well pump is a 12-inch American Turbine 5-stage vertical turbine pump with 125 horsepower electric motor. The pump is set at 230 feet below ground surface, and the current pumping rate is approximately 1,020 gpm. The pump and motor were installed in 1996. The pump was last inspected, repaired, and reset in February 2022.

The wellhouse is of brick-block construction with a mansard roof. The building includes a double garage for maintenance equipment and supply storage. The well pump and discharge piping is housed in room that also contains chemical feed facilities, and electrical/SCADA equipment. As an auxiliary power source, the wellhouse contains natural gas internal combustion engine connected to the well pump shaft via a right angle drive. Recommended improvements for Well 3 are described in Section 2.1.5.

Well 3 Wellhouse Exterior

Well 3 Wellhouse Interior

2.1.3 Well 4

Well 4 is located in the south-eastern part of the Village at 5703 Bird Song Court, within Egner Park between Bird Song Court and Creamery Road. Well 4 was constructed in 1989, and has a Wisconsin Unique Well Identification Number of AC718. Well 4 has a total depth of 800 feet below ground surface, with a 20-inch casing to 130 feet and an 18-inch open borehole beneath that.

The well pump is a MidSouth (Jacuzzi) 11-stage vertical turbine pump, Model 12HCA1, with a 100 hp electric motor. The pump is set at 100 feet below ground surface with 10-inch column pipe. The current pumping rate is approximately 1,130 gpm. The pump was last pulled for inspection in 2020.

The wellhouse is located with a park building that also contains a small garage and covered area containing a picnic bench. The building is of block construction with cedar siding on the exterior. One room houses the well pump, discharge piping, and electrical/SCADA equipment, and a separate room houses the chemical feed facilities. Similar to the other two wells, auxiliary power is provided by a natural-gas engine connected to the well pump shaft via a right angle drive. Recommended improvements for Well 3 are described in Section 2.1.5.

Well 4 Wellhouse Exterior

Well 4 Wellhouse Interior

2.1.4 Chemical Feed Facilities

All of the wells have chemical feed equipment for adding hydrofluorosilicic acid for fluoride dental health protection and sodium hypochlorite for chlorine disinfection. Wisconsin Administrative Code s. NR 811 requires containment for the chemical storage and isolation of the fluoride chemical storage away from controls, electrical contacts and other equipment subject to damage. Separation of fluoride from other chemical storage is also recommended and is required for new installations. At Wells 1 and 3, the chemicals are stored in the same room as the well pump and electrical equipment. Well 4 has a separate chemical room but fluoride and chlorine are stored in the same space. Secondary containment is needed for all of the chemical storage spaces. These non-conforming features are noted in the DNR's 2022 Sanitary Survey (Appendix C), and would need to be addressed if major changes or remodeling to the wellhouses occur or a health hazard is identified.

2.1.5 Recommended Improvements

All three wellhouses need upgrades to meet current code requirements and provide separate spaces for chemical storage and electrical equipment. Room separation and proper ventilation is necessary to eliminate corrosion issues and mitigate safety and health problems that presently exist with having everything in one room. Proper chemical containment and separation of the chemical feed and electrical components would extend the life of electrical equipment and prevent the potential for chemical contact.

In addition to structural improvements, replacement of the existing natural gas-powered engines and right angle drives with stationary generators and automatic transfer switches should be considered for all of the wellhouses. The Village is not able to get replacement parts for the existing equipment and the natural gas supply could be interrupted during storms or major emergencies, making the existing auxiliary power source less reliable than desired.

The Well 1 wellhouse is original to the 1940s and would require substantial improvements to bring the building up to modern day standards for energy efficiency and building construction methods. Additionally, the 20-ft x 18-ft building footprint does not have sufficient space to create a separate chemical feed and electrical rooms. Given these needs, this building is considered insufficient for further capital investment and replacement of the building would be recommended if the Village wanted to upgrade this well. The existing building would be demolished and replaced with a new,

expanded structure with four separate rooms: a pump room, two chemical rooms (chlorine and fluoride), and an electrical room. The chemical rooms would include new chemical feed pumps, scales, and containment, as required by Wisconsin Administrative Code s. NR 811. Construction of the new building would include the associated site work and the addition of a stationary generator either interior or exterior to the building.

The Well 3 wellhouse is over 45 years old and needs architectural, HVAC, and electrical upgrades. The building has sufficient space around it for expansion to add on separate chemical rooms, or the existing garage space could be converted. Two new chemical rooms would include new chemical feed pumps, scales and containment for chlorine and fluoride. The pump room could be reconfigured to allow for the replacement of electrical equipment and the provision of adequate clearance. Replacement of the well pump, motor, discharge piping, valves, flowmeter, and instrumentation should also be considered if substantial improvements are planned for the building. In addition, the 2022 Sanitary Survey noted that entry point sample taps after chemical addition are needed and the well vent should be increased to 2" to meet current code requirements.

The Well 4 wellhouse is over 30 years old and needs architectural, HVAC, and electrical upgrades. The building is located within a park but likely has sufficient space around it for an additional chemical room to provide separation of chlorine and fluoride. The new chemical room would include new chemical feed pumps, scales and containment. The pump room could be reconfigured to allow for the replacement of electrical equipment and the provision of adequate clearance. The pump, motor, discharge piping, valves, flowmeter, and instrumentation for Well 4 should be considered for replacement if substantial wellhouse improvements are planned.

2.2 Existing Storage Facilities

The Village has two existing elevated water storage tanks – the Burma Road reservoir and Holscher Road reservoir – as shown on the system map in Appendix B. Both are pedesphere-style painted steel tanks with a characteristic "lollipop"-shaped top and flared conical base.

The Burma Road reservoir is located in the southwest area of the Village within Indian Mound Park, southeast of the intersection of Burma Road and Indian Mounds Drive. The Burma Road Reservoir was constructed in 1975, has a capacity of 500,000 gallons, an overflow elevation of 1,048 feet amsl, and an operating range of approximately 37 feet. The ground surface elevation at the Burma Road reservoir is approximately 957 feet amsl. The tower was last painted (interior and exterior) in 2005 and was last inspected in 2022. Minor repairs were recommended along with cleaning and overcoating of the tank exterior in the near future. This work is planned for 2023.

The Holscher Road reservoir is located in the northeast area of the Village, southeast of the intersection of Siggelkow Road and Holscher Road. The Holscher Road Reservoir was constructed in 2000, has a capacity of 750,000 gallons, an overflow elevation of 1,047 feet amsl, and an operating range of approximately 40 feet. The ground surface elevation at the Holscher Road reservoir is approximately 937 feet amsl. The tower was last inspected in 2022 and minor repairs were recommended along with cleaning and overcoating of the tank exterior in the near future.

Burma Road Reservoir (L) and Holscher Road Reservoir (R)

The maximum service elevation of the existing water storage tanks is approximately 965 feet amsl. The water level in each tank is measured by a pressure-type level sensor connected to the SCADA system to control the wells.

2.3 Supervisory Control and Data Acquisition (SCADA)

In 2018, the Village installed a new SCADA system, which is a networked computer system with associated instrumentation, data storage/processing, and communication devices, that monitors and controls the existing public water system. The SCADA system consists of instrumentation and control panels at the reservoir and well sites, a master control panel, and communication links between the wells, water storage tanks, and the master control panel.

The SCADA system controls the on/off operation of the well pumps, monitors water pressure, and can graph trends of all pumps and water levels. The SCADA system controls operation of the well pumps based on the water levels in the reservoirs. The SCADA system also monitors the operation of all sanitary sewerage lift stations.

2.4 Existing Water Distribution System

Appendix B contains a map of the existing water distribution system. The Village's existing water mains range in size from less than two inches to twelve inches in diameter. Table 2-1 summarizes the approximate quantities of water mains, services, valves in the existing distribution system.

Table 2-1 Summary of Existing Distribution System

Item	Quantity
Water Services	2,234
Fire Hydrants	516
Distribution System Valves	1,322
Water Meters	3,662

Water Mains	Linear Feet
2” Diameter or Smaller	167
4” Diameter	444
6” Diameter	59,870
8” Diameter	99,813
10” Diameter	47,825
12” Diameter	27,503

Past studies have identified areas with insufficient fire flows based on distribution system modeling, with recommendations for water main reinforcements and looping. A 1994 Water System Computer Analysis by Strand Associates, Inc provided recommendations for immediate and intermediate (within 10 years) improvements. The 1998 Public Facilities Needs Assessment also identified the water main network and upsizing needed to connect the new Holscher Road water tower to the existing system and expected future service areas. Most of the recommended improvements have been completed by the Village, as summarized in Appendix D.

Maps of fire flow and pressure from the Village’s existing distribution system model are provided in Appendix D. The majority of the Village has over 3,000 gpm available fire flow and pressures over 60 psi. For the previously identified improvements that have not been completed, modeling was performed to determine potential benefits, as summarized below:

- Replacement of 6” water main on Eighmy Road between Main Street and Marsh Road with a 10” main - Model run shows some fireflow increase, but the existing level of service is not deficient, replacement recommended when the street is reconstructed.
- Replacement of 6” water main on Milwaukee Street from Church Street to Creamery Road. Milwaukee - 6" from Broadhead to Church St remains but the rest was replaced with 10”, Model run shows some fireflow increase, but existing level of service is not deficient, replacement recommended when the street is reconstructed.
- Connection of a new 12” diameter water main loop from Highland Drive through Lewis Park to just west of Sighting Road and replacement of 6” main on Highland Drive and Marsh Wood Road to Lewis Park with 12” to connect to new loop - Model run shows some fireflow increase, but existing level of service is not deficient. Loop is not needed at this time.
- Replacement of 6" water main on east side of USH 51 on Voges Road to hydrant to increase fire flow –Model run shows fireflow increase from 1560 to 2540 gpm with increase to 8" main, Replacement with 8” or larger is recommended if additional fire flow is desired in this location.

The review of existing distribution system did not reveal any other areas needing immediate improvements for fire flow or pressure. Recommendations for future distribution system improvements are provided in Chapter 4.

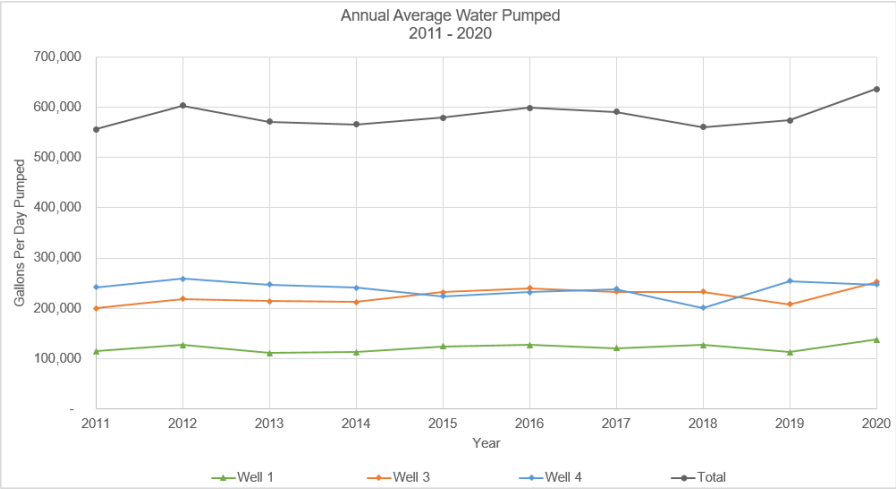
2.5 Water Production and Consumption History

The demands for water in a municipal water system are typically defined using the following terms:

- Average daily demand (ADD) is the total quantity of water pumped over a calendar year divided by 365 days to give an average day.
- The maximum day demand (MDD) is defined as the amount of water pumped during a single day of the year with the highest water usage. The MDD is often expressed as a ratio of MDD to ADD or peaking factor that is applied to the ADD.

- The peak hour demand (PHD) is the maximum volume of water delivered to the system in a single hour, usually the hour of maximum demand that occurs on the maximum day. Demand rates fluctuate throughout the day, generally peaking during the morning and evening hours. The hourly variations in water use vary from municipality to municipality but can be estimated using a typical diurnal demand curve for systems with no records of hourly demands. The PHD is often expressed as a ratio to the MDD using the highest value from the demand curve.

Annual well pumpage for the Village is summarized in the graph below based on data reported to the DNR for high-capacity wells. The annual average pumpage was approximately 592,500 gallons per day based on data from 2016-2020.



Data on water production and usage were taken from the Village's annual reports filed with the Wisconsin PSC. Total water pumped (entering the distribution system) and metered water usage for 2016 through 2021 are summarized in Tables 2-2 and 2-3, respectively. Additional data are provided in Appendix E. The difference between the pumpage and metered usage represents water losses, leakage, and water usage that unaccounted for or unmetered, which is all termed "non-revenue water" by the PSC and is usually expressed as a percentage of the total pumpage. A non-revenue water loss in excess of 15% is considered excessive by PSC guidelines. Between 2016 and 2020, Village's non-revenue water has averaged 14%, with a high of 17% in 2017, and 15% in 2020.

Average water production was 219,508 gallons per day for these 6 years, with the highest annual average of 236,045 gallons per day in 2021. The maximum reported water use days for each year were compared to the average day usage to develop maximum day peaking factors. MDD ranged from 989,000 to 1,754,000 gallons pumped, mainly due to hydrant flushing and water main breaks, with a range of peaking factors from 1.77 to 2.75 for the period of 2016-2021. A statistical analysis was performed on the MDD to ADD pumpage peaking factors using two data sets, the recent data from 2016-2021 and a larger data set from 2010 to 2021, provided in Appendix E. Confidence intervals were calculated for these two data sets to help select an

appropriate peaking factor to evaluate future water supply and storage needs. Based on the analysis of data from 2010 to 2021, there is a 95 percent chance in any given year that the actual MDD to ADD peaking factor will be less than or equal to 2.38. Conversely, there is a 5 percent chance the actual peaking factor will exceed 2.38. The 95 percent confidence interval for the smaller data set is 2.48. A MDD:ADD peaking factor of 2.40 was selected for this study to be reasonably conservative in the future projections of maximum day demands.

Table 2-2 also shows the seasonal variation in water production with monthly pumpage. In general, the highest usage is during the summer months, but monthly variations are heavily influenced by events such as water main breaks and flushing hydrants.

Table 2-2 Water Pumpage Summary

	Total Gallons Entering Distribution System (1000 gallons)						
Month	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**Average**
January	16,381	18,054	17,836	16,599	16,566	17,585	17,170
February	18,823	16,362	16,159	15,603	16,200	15,959	16,518
March	16,327	17,472	15,511	16,905	16,845	16,462	16,587
April	20,007	20,871	15,950	15,666	17,345	18,498	18,056
May	19,371	19,546	18,177	18,632	21,497	19,816	19,507
June	20,341	20,931	17,283	17,319	21,398	25,002	20,379
July	21,072	18,330	20,165	21,389	22,827	21,688	20,912
August	18,983	17,230	18,042	19,112	26,148	22,206	20,287
September	16,495	17,714	16,604	17,317	19,697	21,368	18,199
October	17,124	15,932	16,251	16,999	20,659	21,276	18,040
November	16,072	15,811	16,036	16,484	16,353	17,674	16,405
December	17,308	17,641	16,036	17,580	17,612	18,511	17,448
Total	218,304	215,894	204,050	209,605	233,147	236,045	219,508
Average Gallons per Month	18,192	17,991	17,004	17,467	19,429	19,670	18,292
Average Gallons per Day	**598**	**591**	**559**	**574**	**639**	**647**	**601**
DOA Estimated Population	8,044	8,200	8,527	8,700	8,991	9,331	
Avg Gallons per Capita Per Day	**74.4**	**72.1**	**65.6**	**66.0**	**71.4**	**69.3**	**69.7**
Maximum Day Usage	**1,275**	**1,090**	**989**	**1,202**	**1,754**	**1,384**	**1,262**
Max Day Peaking Factor	2.13	1.84	1.77	2.09	2.75	2.14	2.12
Max Gallons per Capita per Day	**159**	**133**	**116**	**138**	**196**	**148**	**148**
Non-Revenue Water Loss % of Supplied	**14%**	**17%**	**14%**	**12%**	**15%**	**12%**	**14%**

Water pumpage and usage per capita for this period was estimated using DOA population estimates and the 2020 Census population, resulting in an average pumpage of 69.7 gallons per

capita per day (gpcd) and an average metered usage of 59.8 gpcd. The highest annual average per capita pumping rate – 74.4 gpcd – occurred in 2016, and the highest maximum day per capita pumping rate of 195 gpcd occurred in 2020. Comparison of these rates to those used in a 2018 East Basin study shows that per capita water production and usage has stayed roughly the same.

The 2018 study used a maximum year daily pumping rate of 75.4 gpcd and MDD peaking factor of 2.43 to evaluate future water infrastructure needs. For the purposes of this study, the maximum year daily pumpage of 74.4 gpcd (2016) was used to evaluate current and future needs since the water system must be capable of meeting the greater demands that occurring during dry years. The selected MDD peaking factor of 2.40, described previously, yields a per capita max day demand of 178.5 gpcd. The Village does not have data on hourly demands, so the PHD has been estimated using a standard diurnal curve.

Table 2-3 provides metered water usage by customer class and shows that residential use makes up approximately 75% of the total water usage (83% including multifamily), on average, while commercial use accounts for 13%, and public authority use is 3%. The Village does not have any customers identified as industrial users. Residential water usage has remained fairly constant during the period 2016-2019, while rising in 2020-2021, with usage per metered residential connection ranging from 124 to 137 gallons per meter.

Table 2-3 Water Usage Summary

	Annual Metered Water Usage by Meter Type (1000 gal/yr)						
User Class	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**Average**
Residential	135,886	134,544	133,712	136,341	154,698	156,160	141,890
Number of Meters	2,794	2,864	2,961	3,003	3,083	3,291	2,999
Usage per Meter (gpd)	133	129	124	124	137	130	130
Commercial	23,052	24,034	22,645	23,759	23,163	27,608	24,044
Number of Meters	204	202	200	204	210	221	207
Usage per Meter (gpd)	310	326	310	319	302	342	318
Public Authority	6,458	5,951	4,968	7,065	4,177	4,744	5,561
Number of Meters	21	21	20	21	25	26	22
Usage per Meter (gpd)	843	776	681	922	458	500	696
Multifamily	14,648	14,261	13,422	14,390	15,060	17,640	14,904
Number of Meters	54	54	69	70	56	58	60
Usage per Meter (gpd)	743	724	533	563	737	833	689
Unmetered Sales	7,867	285	1,140	1,980	595	441	2,051
Number of Users	1	1	1	1	17	16	6
Usage per User (gpd)	21,553	781	3,123	5,425	96	76	5,176
Total Yearly Metered Use (1000 gal)	187,911	179,075	175,887	183,535	197,693	206,593	188,449
Number of Users	3,074	3,142	3,251	3,299	3,391	3,612	3,295
Avg Monthly Metered Use (1000 gal)	15,659	14,923	14,657	15,295	16,474	17,216	15,704
Avg Daily Metered Use (1000 gal)	**515**	**491**	**482**	**503**	**542**	**566**	**516**
DOA Estimated Population	8,044	8,200	8,527	8,700	8,991	9,331	

Average Gallons per Capita per Day	**64.0**	**59.8**	**56.5**	**57.8**	**60.2**	**60.7**	**59.8**

During the period of 2016-2021, the top five water users varied from year-to-year, and included such users as a supermarket, laundromat, refrigeration facility, school district, hockey rink, and multi-family apartment complex. None of the top five water users individually constituted more than 2% of total annual water usage. Therefore, there was no need to analyze industrial or large water users separately from the other water users.

2.6 Well Capacity Analysis

There are a number of design guidelines that can be used to evaluate the adequacy of a water supply. When pump maintenance or repair is needed, a well may be out of service for a period of several days to several months, and it is necessary to ensure that water demands can be reliably met even when a well is out of service. According to the Ten States Standards, the total developed groundwater source capacity should equal or exceed the design maximum day demand with the largest producing well out of service. Using this standard, the minimum well capacity for system reliability should be equal to the average (24-hour) pumping rate on the maximum day of pumpage. Also, a minimum of two sources of groundwater should be provided and consideration should be given to locating redundant sources in different aquifers or different locations of an aquifer. Finally, the availability of standby power at supply wells must take into consideration, as emergency conditions are most commonly associated with a loss of electrical power. Wells 1, 3 and 4 currently have natural gas-fueled internal combustion engines connected to right angle gear drives to provide standby power.

The DNR evaluates source capacity by determining whether the maximum daily demand can be met with the largest source out of service while pumping 18 hours per day or less and if the average daily demand can be met with the largest source out of service while pumping 12 hours per day or less. Since the DNR's guidelines are the most conservative, these have been used to evaluate source capacity for the purposes of this report.

Table 2-4 summarizes the total and firm well capacity for the Village. The firm well capacity is defined as the total well capacity with the largest well out of service and is based on the current reported pumping rates from the Village as of August 2022.

Table 2-4 Existing Well Capacity

	Installed Well Pump Capacity	**Current Reported Well Pumping Rate**	**Firm Well Capacity**	**Percent of Supply (2011-2020 Average)**
Well 1	500 gpm	536 gpm	536 gpm	21%
Well 3	1,200 gpm	1,024 gpm	1,024 gpm	39%
Well 4	1,000 gpm	1,129 gpm		40%
Total	2,700 gpm	2,689 gpm	**1,560 gpm**	100%
Pumping Capacity				
24 hours per day	3,888,000	3,872,160	2,246,400	
18 hours per day	2,916,000	2,904,120	1,684,800	
12 hours per day	1,944,000	1,936,080	1,123,200	

The Village's average daily well pumpage from 2016-2021 was 601,390 gallons per day, and the highest value was 646,700 gallons per day in 2021, both of which can easily be met with the existing 12-hour firm well capacity required by the DNR. All but one of the annual maximum days reported from 2016-2021 (989,000 to 1,384,000 gallons pumped) can be met with the current 18-hour firm well capacity. The highest maximum day of water entering the distribution system (1,754,000 gallons pumped in 2020) was just over what can be supplied in 18 hours with the firm well capacity.

Table 2-4 also summarizes the percent of the total water supply for each well based on high-capacity well withdrawal records in Appendix E. Well 4 is the Village's highest production well, supplying 40% of the Village's water over the past 10 years, with Well 3 closely behind at 39%. Well 1 provides the smallest portion at 21% of the total supply.

The required firm well capacity to meet current demands was estimated using the current per capita pumpage for both the average from 2016-2021 and the maximum year, and the 2020 Census population for McFarland (8,991), as shown in Table 2-5. To meet the estimated maximum day demand with 18 hours of pumping, a firm well capacity of 1,486 gpm is required, which is just below the existing firm capacity of 1,560 gpm.

While the existing firm well capacity just meets the DNR requirements based on current demands and pumping rates, additional well capacity would be needed future growth. Using the MDD of 178.5 gpcd, the existing firm well capacity can serve a population up to 9,440 while still meeting DNR requirements. If any of the wells are permanently removed from service then additional well capacity would be needed for current demands as well as future growth.

Table 2-5 Existing Demands and Required Firm Pumping Capacity

Estimated Water Demands	**Current Average (2020)**	**Current Max Year**
Population (2020 Census)	8,991	8,991
Pumpage (gal/capita/day)	69.9	74.4
Average Day Demand (ADD) (gal)	628,400	668,600
MDD:ADD Peaking Factor	2.4	2.4
Maximum Day Demand (MDD) (gal)	1,504,800	1,604,700
Required Firm Pumping Capacity		
ADD Pumping Rate (gpm) (12 hours)	871	929
MDD Pumping Rate (gpm) (18 hours)	**1,393**	**1,486**

2.7 Storage Capacity Analysis

The capacity of water storage facilities such as towers and reservoirs can be divided into the following categories:

- Operating storage is the volume between the "pump on" and lowest "pump off" levels, which fluctuates during normal usage. This volume is not included in the effective storage of the tank because it may not be available depending on the water level.
- Effective storage is the minimum amount of storage normally available for usage, reflecting the capacity left in storage at the low end of the operating range but excluding dead storage.

- Dead storage is the minimum amount of water that must be kept in storage to prevent emptying and low pressure in the distribution system. In general, this is the amount required to maintain a minimum of 20 psi in the distribution system under fire flow conditions.

The Wisconsin Administrative Code requires that water system pressures be maintained above 35 psi under normal operating conditions and at a minimum of 20 psi under emergency conditions, such as during a fire. Given that 1 psi is equal to approximately 2.31 feet of water, the water surface in the storage facility must be approximately 81 feet above the highest elevation area in the service area to maintain 35 psi and at least 46 feet above to maintain 20 psi. These water column heights are based upon static conditions (assuming no head losses due to friction) so actual water column heights would be higher as friction losses are included.

Table 2-6 shows the calculations for effective, operating, and dead storage for the Village's existing water storage facilities. The Village's towers are currently operated with water levels between approximately 1040 to 1045 feet amsl.

Table 2-6 Existing Storage Volumes

Parameter	Burma Reservoir	Holscher Tower
Design Volume (gallons)	500,000	750,000
Height to Overflow (feet above base)	91.0	113.0
Pump On Level (feet above base)	53.5	73.0
Pump Off Level (feet above base)	87.5	109.5
Reservoir Base Elevation (ft amsl)	957.2	933.9
Tower Overflow Elevation (ft amsl)	1048.2	1046.9
Highest HGL Elevation (Pump off) (ft amsl)	1044.7	1043.4
Lowest HGL Elevation (Pump on) (ft amsl)	1041.7	1040.4
Approximate Highest Elevation Served (ft amsl)	965.0	965.0
Approximate HGL Elevation needed to provide 35 psi min to non-boosted areas (ft amsl)	1045.9	1045.9
Approximate HGL Elevation needed to provide 20 psi min to all non-boosted areas (ft amsl)	1011.2	1011.2
Operating Storage (gallons)	**411,000**	**644,700**
Dead Storage (below 20 psi) (gallons)	**1,300**	**35,000**
Effective Storage Volume (gallons)	**409,700**	**609,700**
Effective Storage % of Total Storage	82%	81%
Total Effective Storage Volume (gallons)	**1,019,400**	

While code requires that public water systems be operated within a normal pressure range of 35 psi to 100 psi, it is better practice to operate within a range of 40 psi to 90 psi. This range tends to avoid complaints of pressure being either too low or too high.

Using a minimum desired pressure of 40 psi and the lowest operating levels for the towers, the highest elevation that should be served by the Village's water system without boosted pressure is 960 feet amsl. Based on the highest operating levels, the lowest elevation that can be served without exceeding 90 psi is approximately 836 feet.

Commented [AB2]: How does this compare to elevations of current service area?

Required storage for a municipal water system can be split into the following components:

- Equalizing storage is the amount of water that must be stored for the period where the source pump capacities are less than the peak system demands. It is not necessary to have well pumping rates always exceed demand rates, provided there is enough equalizing storage available to meet demands during peak hour conditions. During off-peak hours or the time when pumping capacity exceeds demand, the wells must meet the instantaneous demand as well as replenish the equalizing storage. Equalizing storage requirements are normally estimated using the "firm" well capacity for the maximum day, and equalizing storage is only necessary only when the firm well capacity is less than the peak hour demand. Calculations for equalizing storage are provided in Appendix E. Required equalizing storage for the existing system is estimated to be approximately 58,200 gallons, assuming a MDD of 1,604,700, a firm well capacity of 1,560 gpm, and a typical diurnal curve for PHD.

- Emergency Reserve is amount of water in storage to accommodate shutdown of sources of supply. Wisconsin Administrative Code s. NR 811 requires at least an average-day supply under normal operating conditions be maintained in elevated storage when only one pumping unit to the distribution system is available to serve the water system. Even when more than one well is available, it is still a good rule of thumb to maintain a reserve equal to the average day demand at a minimum for system reliability. Based on current per capita rates, the current ADD is estimated to be 627,000 gallons on average and 668,600 gallons for a maximum year. Reliable source pumping capacity can be substituted for a portion of the emergency storage. Reliable sources are considered well pumps with automatic transfer to standby power, or manual transfer if it can be done in a reasonable time in accordance with established operating procedures. All three of the Village's wells have standby power.

- Fire reserve is the volume required for fire suppression, based on maintaining a needed fire flow for a given duration of time. A fire flow of 3,000 gpm was used in the 1998 Public Water Facilities Needs Assessment and has been used in this report as the Village's goal for supplying fire flows throughout the water distribution system. Per ISO standards, this rate should be provided for at least 3 hours, which means at least 540,000 gallons of fire reserve is needed. This fire suppression volume should be provided from a reliable source, and elevated storage is generally considered the most reliable type because it will normally always be available to the system if a minimum water level is maintained. When considering fire flow demands, the storage capacity and well pump capacity are interrelated and, to some degree, one can be traded for the other. Where there is excess reliable firm well capacity beyond that needed to cover general emergency purposes, it is reasonable to assume that the excess can offset calculated fire suppression storage needs. There are a range of methods and degrees of conservatism that can be used to balance fire flow volumes against demand components. Methods of analysis may take into consideration the pumping rates to meet the average day demand (least conservative), the maximum day demand, or the maximum hour of the maximum day (most conservative).

The following methods were used to evaluate the required storage capacity for the McFarland water system and provide a range of required storage:

- Method 1: Storage to provide equalizing storage and needed fire flow plus the average demand rate (24-hour) on the maximum day of demand, evaluated using the system well pumping capacity with the largest well out of service (firm well capacity).
- Method 2: Storage to provide equalizing storage and needed fire flow plus the peak hourly demand for the fire duration, evaluated using firm well capacity.
- Method 3: Same as Method 1 but using only those wells that can be operated by standby power facilities.
- Method 4: Same as Method 2 but using only those wells that can be operated by standby power facilities.
- Method 5: Storage to provide the needed fire flow plus the total ADD, evaluated with all wells in service
- Method 6: Storage to provide the needed fire flow plus the total ADD, evaluated with no wells in service

Table 2-7 summarizes the required storage calculated for each of the six methods and based on the current population using 2020 US Census data and per capita rates for a maximum year. Table 2-7 also includes the storage required to hold approximately one day's worth of water for the Village, at a minimum, which has been estimated using the ADD for a max year.

Using these methods, the most conservative storage volume recommended for current needs is 1,208,600 gallons (Method 6), equal to the ADD of 668,600 gallons plus a Fire Reserve of 540,000 gallons, without taking credit for the well capacity. Methods 1 and 3 provides the least conservative volume, with 518,000 gallons of storage recommended. As an absolute minimum, the amount of storage should be equal to the ADD of 668,600 gallons. Using the total effective capacity of 1,019,400 gallons, the Village's current storage tanks are sufficiently sized to meet existing storage needs.

Table 2-7 Existing Storage Needs

Fire Flow Scenario		Required Storage (gallons)
Minimum	Required Storage Equal to Average Day Demand	668,600
Method 1	Max Day + Fire Flow, With Firm Well Capacity	518,000
Method 2	Max Hour + Fire Flow, With Firm Well Capacity	658,400
Method 3	Max Day + Fire Flow, With Firm Well Capacity having Standby Power	518,000
Method 4	Max Hour + Fire Flow, With Firm Well Capacity having Standby Power	658,400
Method 5	Total Pumpage on Average Day + Fire Flow, All wells in service	724,600
Method 6	Total Pumpage on Average Day + Fire Flow, No wells in service	1,208,600
	Existing Effective Storage	**1,019,400**

2.8 Water Quality

Water quality for the Village's three existing wells is routinely monitored for compliance with Federal Safe Drinking Water Act (SDWA) standards, as required by the DNR's monitoring schedule. Compliance monitoring samples are routinely collected and analyzed for coliform bacteria, inorganics (including iron, manganese, lead and copper), nitrates, radioactivity, synthetic organics, disinfection byproducts, and volatile organics and data is available from the DNR's drinking water database. Table 2-8 summarizes water quality data and common contaminants from 2017-2021 for the three wells.

Table 2-8 Water Quality Summary

Parameter	Units	Well 1	Well 3	Well 4
Hardness, Total ($CaCO_3$)	mg/L	381	329	381
Alkalinity, Total	mg/L	331	332	334
pH	SU	7.39	7.53	7.41
Chromium	mg/L	Detected Below MCL	ND	Detected Below MCL
Iron	mg/L	ND	ND	ND
Nitrate (NO_3-N) + Nitrite (NO_2-N)	mg/L	2.93 - 0.84	2.75 – 0.31	3.45 - 2.85
Radium (226 + 228)	pCi/L	Detected Below MCL	Detected Below MCL	Detected Below MCL
Volatile Organics	ug/L	ND*	ND	ND
Atrazine	ug/L	Detected Below MCL	Detected Below MCL	Detected Below MCL
Synthetic Organics	ug/L	ND	ND**	ND

ND = Not Detected
MCL = Maximum Contaminant Level
*Methyl-tert-butyl-ether (MTBE) detected between Limit of Detection and Limit of Quantification.
**Methoxychlor detected below MCL

Commented [AB3]: Should we include PFAS?

A review of data from the past 10 years shows no exceedances of primary drinking water standards at the entry points to the distribution system. Nitrates are often a concern in agricultural areas, but concentrations in McFarland's wells are generally below 3 mg/L with the highest concentrations at Well 4 less than 4 mg/L, compared to the maximum contaminant level (MCL) of 10 mg/L.

Other than chemical addition for chlorination and fluoridation, no treatment is needed at the Village's wells.

2.9 Summary of Identified Needs

Based on the condition of the existing facilities and an evaluation of the well and storage capacity, the following current needs and recommendations have been identified:

Commented [AB4]: Discuss recommendations with Village Staff to get their buy-in/feedback before finalizing, Village does not intend to replace well house at Well 1

- Upgrades to Well 1 – complete building replacement to provide separate chemical and electrical rooms, replacement of electrical equipment, replacement of well discharge piping and instrumentation, new chemical feed pumps, scales and containment, and addition of a standby generator, automatic transfer switch. The Village may consider replacing the capacity of this well rather than constructing a new wellhouse.
- Upgrades to Well 3 – building addition/modification to provide for separate chemical rooms, building architectural/HVAC improvements, replacement of electrical equipment, replacement of well discharge piping and instrumentation, replacement of well pump and motor, new chemical feed pumps, scales and containment. Replacement of the existing natural gas engine and right-angle drive with a stationary standby generator and automatic transfer switch would improve reliability.
- Upgrades to Well 4 – building addition/modification to provide an additional chemical room for flouride, replacement of electrical equipment, replacement of well discharge piping and instrumentation, replacement of well pump and motor, new chemical feed pumps, scales and containment. Replacement of the existing natural gas engine and right-angle drive with a stationary standby generator and automatic transfer switch would improve reliability.

- Continued maintenance of the Burma Road and Holscher Road reservoirs, including routing inspections and recoating/repairs.
- No immediate distribution system improvements are needed for fire flow or pressure, but upsizing of 6" water main on east side of USH 51 on Voges Road to hydrant would provide additional fire flow if desired in this location.
- The existing well capacity is sufficient for current needs as the firm well capacity is able to supply the current ADD with wells operating for less than 12-hours and MDD with wells operating for less than 18-hours. Using the estimated maximum day per capita demand of 178.5 gpcd, the existing firm well capacity can serve a population up to 9,440 while still meeting DNR requirements, so additional capacity will be needed as the Village grows.
- The existing storage is sufficient to supply current ADD, and up to ADD plus fire flow reserve with the wells in service. Existing storage does not meet the most conservative guideline for providing the ADD plus fire flow reserve with the wells out of service, but this is generally not used for storage sizing.

Additional improvements and system additions to meet future growth and capacity needs are addressed in subsequent chapters.

3. FUTURE DESIGN CONDITIONS

3.1 Population Projections

Future population growth for the Village of McFarland was projected using past census data and the Wisconsin DOA population projections and estimates. A graph of the population projections for the Village is provided in Appendix F and Table 3-1 summarizes the projections. The DOA provides projections through 2040, which show the population rising continuously to a population of 9,895 in 2040. A linear projection using the 1970-2020 census data has been used to estimate the 2040 (20 year) and 2070 (50-year) population projections. For the purposes of water system planning, both projections were used, with the linear projection providing a conservatively high estimate of future water demands, particularly for water storage needs past 20 years, and the DOA projection providing the lower end of the range of possible demands in the next 20 years. Projections based on development areas are discussed in Section 3.3.

Table 3-1 Population Projections

	Census	Projection				
	2020	2025	2030	2035	2040	2070
DOA Projection	8991	8,930	9,335	9,635	9,895	
Linear Projection					11,730	15,690

The Village's 2017 Comprehensive Plan, on page 11 of Volume 1: Conditions and Issues, references the DOA projections and states: "The DOA projects that population growth in McFarland will continue through 2040. The projections … suggest a Village population of 9,895 residents by the year 2040 – an increase of about 1,850 residents from 2016. DOA projects that Dane County will have the greatest population growth of any Wisconsin county through 2040. Previous DOA projections were reasonably accurate, having slightly over-projected the County's 2010 population and slightly under-projected the Village's 2010 population."

According to the 2017 Comprehensive Plan, the average number of persons per household was 2.49 in 2015-2016. The DOA projects that the average persons per household in the Village will decline from 2.46 to 2.38 between 2020 and 2040. An estimated 18.9% of Village households have a householder 65 years or older, which indicates a relatively middle-aged resident population. The DOA projects that the number of households in Village of McFarland will increase from 3,226 in 2015 to 4,161 in 2040, an increase of 935 households.

3.2 Future Land Use

The Village's 2017 Comprehensive Plan noted that most of its recent residential development has been a result of easterly growth of the village, driven by its proximity to Madison, excellent highway access, and a reasonable supply of land suitable for development. Future land use for the Village was defined in the Comprehensive Plan's Future Land Use Map, provided in Appendix A. The areas on the eastern portions of the Village identified as "Neighborhood" are those which are expected to see the greatest future residential development.

The 2017 Comprehensive Plan also contains projections for future land use demands for the Village. Future residential land use is projected to demand 224 additional acres between 2015 and 2040, while projected land demand for commercial, industrial, and public/institutional land uses is 41, 39, and 157 acres, respectively. Accounting for flexibility in land use planning, the Plan states that projected development would require between 584 and 730 acres of vacant land

to accommodate new development through 2040, much of which would be converted from current agricultural use.

The 2018 East Basin Study estimated the acreage of developable property by land use classification within the study boundary, as shown on the map in Appendix F. Among the land use classifications, the study estimated that the East Basin area contains the following developable land: 42.2 acres mixed use, 6.6 acres multiple family residential, 419.9 acres neighborhood, 267.5 acres residential, 5.6 acres two family and townhouse residential. Assuming that all are eventually developed residential, this totals 741 acres of residential area.

3.3 Future Community Growth and Developments

The most likely areas of future growth for the Village of McFarland are in the undeveloped lands on the eastern edge of the Village out to Door Creek Road as described in Section 3.2. Infill development is also expected to occur.

Near term growth, expected within the next 5 to 10 years, was estimated based on developments that are currently in the planning or construction phase, including the following:

- Skaalen Senior Housing – will be completed within 5 years
- Rosewood Fields (Phases 1-3) Phase 1 is done, 2 will be done by end of 2022
- Elvehjem Acres Condos – will be completed within 5 years
- Prairie Pointe Condos – done but not occupied yet
- Waubesa Village Apartments – done but not occupied yet
- Utter Farm – developable in near future

Commented [AB5]: Provide a brief description of location, provide one map showing the location of all of these developments and the other development area, Blooming Grove – April Hills.

Portions of the Town of Blooming Grove border the Village of McFarland, as shown on the Blooming Grove zoning map in Appendix F. The April Hills subdivision just north of Sigglekow Road is a developed area with wells and septic systems that could be served by the McFarland water system or the City of Madison water system in the future. For the purpose of this study, the 151 existing parcels in April Hills were included in the future service area for the McFarland water system.

Growth in the East Basin area was projected by assuming that 75% of the remaining residential land within the East Basin area is developable, with 3.5 households per developable acre. There is no specific timeline associated with the development of this area but it is presumed full build-out will generally occur within 50 years (2070).

Maps of the future growth areas assumed for this report are provided in Appendix F. The potential population growth and water demands associated with these areas are estimated in Table 3-2. Population was estimated using available information for planned residential developments, and assuming 1.5 persons per senior housing unit and 2.38 persons per other households. Water demands were estimated using the per capita rates established in Chapter 3. The near-term development, including April Hills, is estimated to add 1,568 persons to the Village population, resulting in a total population of 10,559. The population projection with full buildout of the East Basin area is 15,389, which is an increase of 6,398 persons over the 2020 Census population of 8,991.

These potential growth areas were used to establish future demands for the water system and develop the impact fee amounts for future development. It is recognized that Village growth may occur outside of these areas and that impact fees would be applied regardless of the location.

Table 3-2 Projected Population and Water Demands Based on Future Development Areas

3.4 Future Water Demands and Pumping Requirements

Future water demands have been estimated using the 2040 DOA population projection and 2040 linear population projection described in Sections 3.1 and the near-term development projection, and 3.2.

Table 3-2 provides the future water demands and required firm capacity for the three projection scenarios. These were estimated using the same methodology, per capita pumping rates, and peaking factors as the current demands in Section 2.5.

Table 3-2 Estimated Future Demands and Required Firm Pumping Capacity

Water Demand	20-Year DOA Projected Growth (2040)	Near Term Development Projected Growth	20-Year Linear Growth (2040)
Population	9,895	10,559	11,730
Usage (gal/capita/day)	74.4	74.4	74.4
Average Day Demand (ADD) (gal)	735,800	785,100	872,200
Maximum Day Demand (MDD) (gal)	1,766,000	1,884,300	2,093,300
Required Firm Pumping Capacity			
ADD Pumping Rate (gpm) (12 hours)	1,022	1,090	1,211
MDD Pumping Rate (gpm) (18 hours)	**1,635**	**1,745**	**1,938**
Additional Pumping Capacity Needed (gpm)	**75**	**185**	**378**

The supply from the Village's three existing wells, with a firm capacity of 1,560 gpm, is not sufficient for the projected demands and additional capacity would be needed. As shown in Table 3-3, additional well capacity needed ranges from 75 gpm for the DOA 2040 projection to 378 gpm for the 20-year linear growth projection.

It should be noted that the DOA 20-year projection represents a population growth of 904 persons over current census numbers while the near-term development and 20-year linear projections represent growth of 1,569 and 2,739 persons, respectively.

3.5 Future Storage Requirements

As described in Section 2.7, the water storage needs for a community can be estimated a number of ways. An average of Method 3 and 4 was used in the 1998 Public Facilities Needs Assessment for determining storage needs. Table 3-3 provides the total recommended storage for future needs based on providing storage equal to the ADD projections, using Method 3 (the storage required to provide equalizing storage and needed fire flow plus the average demand rate (24-hour) on the maximum day of demand), using Method 4 (the storage required to provide equalizing storage and maximum hour demand coinciding with required fire flow), and the average of Method 3 and Method 4. Future storage needs were evaluated using the firm well pumping capacity with wells that can be operated by standby power facilities, which includes all of the Village's existing wells. It was assumed that future well capacity would be added as needed to meet the MDD pumping requirements and that future well capacity would also have standby power.

Table 3-3 Estimated Future Storage Needs

Water Demand	20-Year Projected Growth (2040)	Near Term Development Projected Growth	East Basin Full Buildout Development Projected Growth	50-Year Projected Growth (2070)
Population	9,895	10,559	15,389	
Average Day Demand (ADD) (gal)	735,800	785,100	1,144,200	1,166,600
Maximum Day Demand (MDD) (gal)	1,766,000	1,884,300	2,746,100	2,799,900
Fire Flow (FF) (gal)	540,000	540,000	540,000	540,000
Well Capacity Added to Meet MDD (gpm)	75	185	983	1033
Assumed Firm Well Capacity with Standby Power (gpm)	1,635	1,745	2,543	2,593
Required Storage for ADD (gal)	735,800	785,100	1,144,200	1,166,600
Current Effective Storage	1,019,400	1,019,400	1,019,400	1,019,400
Additional Storage Needed (gal)	None	None	**124,800**	**147,200**
Required Storage (Max Day + FF) (Method 3) (gal)	540,900	527,600	430,100	424,100
Required Storage (Max Hour + FF) (Method 4) (gal)	715,600	727,400	813,100	818,500
Average of Method 3 & Method 4	628,250	627,500	621,600	621,300
Current Effective Storage	1,019,400	1,019,400	1,019,400	1,019,400
Additional Storage Needed (gal)	None	None	None	None

The storage required by the average of Method 3 and Method 4 is generally less than the Village's current total effective storage of its two existing reservoirs. Providing storage equal to the ADD is the more conservative estimate of future storage needs. Using the effective capacity of 1,019,400 gallons, the Village's existing storage tank capacity is adequate to supply the ADD for the 20-year projected growth and near-term development, but too small by 124,800 gallons for the full East Basin buildout projection and too small by 147,200 gallons for the 2070 linear projection.

Based on these estimates, there is no immediate need for additional storage, but additional capacity may be desirable as the ADD approaches 1,019,400, the current effective storage volume. Based on a per capita usage of 74.4 gpcd, this would occur as the population reaches 13,710.

3.6 Future Pressure Requirements

The Village has only one pressure zone currently, with water levels in the two towers at approximately the same Hydraulic Grade Line (HGL). As described in Section 2.7, the existing towers can serve elevations between 836 and 960 feet while maintaining pressures between 40 and 90 psi.

Figure 3-1 shows the areas in the study service area that can be served by the existing hydraulic HGLs based on these contours. Almost the entire area can be served, with a few isolated areas of higher and lower elevation that cannot be served by the existing HGL. Rather than creating additional pressure zones to serve those areas, the areas should not be developed and should

be set aside for other uses such as park land or open space. Therefore, no boosted pressure zones are recommended for the existing or future service areas.

Figure 3-1 Service Area for Current Hydraulic Grade Lines

4. WATER SYSTEM IMPROVEMENTS

4.1 Overview

As noted in Section 1.1, the purpose of this Planning Document is to evaluate the water system facilities for the Village of McFarland and provide recommendations for immediate and future needs. The specific needs for the upgrading, replacing, or modifying existing facilities are described in Chapter 2 and are summarized in Section 2.9. Additional supply and storage facilities are required to meet the future demands described in in Chapter 3. This chapter presents the proposed improvements for water supply, storage facilities, and the distribution system.

4.2 Water Supply Improvements

A new well is needed to meet the future water supply needs for the Village of McFarland. The supply from the Village's existing three wells is marginal for meeting existing demands and does not meet the DNR guidelines for source capacity with near term and 20-year projected growth. Additionally, the Village's existing wellhouses need upgrades to meet current code requirements, extend the life of the structures and equipment, and provide reliable standby power. If any of the wells are permanently removed from service then additional well capacity would be needed for current demands as well as future growth.

Given the size and condition of the existing Well 1 wellhouse, a complete replacement of this building would be warranted if the Village intends keep this well for long-term use. Since Well 1 is the oldest and lowest capacity well, the Village has decided it would be more cost-effective to replace the capacity of Well 1 than to upgrade the facilities with a new wellhouse. Well 1 would likely be removed from service the next time major repairs or maintenance are needed at the well. For water supply planning, it is assumed that Well 1 will be abandoned at some point after a new well is constructed.

Existing Wells 3 and 4 provide a combined 2,150 gpm of pumping capacity and are a reliable source of high-quality water. These wells need the following improvements for continued long-term use:

- Building addition/modification to provide for two separate chemical rooms at Well 3 and one additional chemical room at Well 4, including new chemical feed pumps, scales and containment.
- Replacement of the existing natural gas engine and right-angle drive at each well with a stationary standby generator and automatic transfer switch to improve standby power reliability.
- Replacement and reconfiguration of electrical equipment within the existing pump rooms.
- Building architectural and HVAC improvements, including air conditioning for the well pump/electrical spaces.
- Replacement of well pump, motor, discharge piping and instrumentation/appurtenances is recommended if a substantial investment is made at the wellhouses.

The estimated cost of these improvements is provided in Table 4-1:

Table 4-1: Wellhouse Improvements Estimated Capital Costs

Description	Capital Cost
Improvements at Well 3	$1.72 Million
Improvements at Well 4	$1.62 Million

The Village is currently planning for a new Well 5 along Prairie Wood Drive near Wiouwash Way, on a parcel that is currently owned by the Village, as shown on the well site map in Appendix G. The new well site was previously approved by DNR in 2021 (W-2012-0420) but that approval has expired and will need to be renewed with resubmittal of a Well Site Investigation Report. The capacity of the new well will depend on how much firm well capacity the Village wants to provide and pump testing of the new well when constructed. As shown in Table 3-3, required new well capacity ranges from 75 gpm for the DOA 2040 projection to 378 gpm for the 20-year linear growth projection. The current Well 1 capacity of 536 gpm should also be replaced if this well will not be upgraded. For planning purposes, the capacity of Well 5 has been assumed to be 1,000 gpm, making this well comparable in capacity to Wells 3 and 4

A new well would be designed in accordance with WAC Chapter NR 811 and is expected to be of similar depth and construction as Well 4, with the exception of extending the casing through the Eau Claire formation for the new well. The new wellhouse would have a pump room, electrical room, and two chemical feed rooms, with an approximate building footprint of 20 ft by 28 ft. The estimated cost for the new well is summarized in Table 4-2 and details are provided in Appendix H.

Table 4-2: New Well 5 Estimated Capital Costs

Description	Capital Cost
Test Well	$220,200
Well Drilling	$669,000
Well House (and site work/utilities)	$2,428,500
Total Project Cost	**$3,317,700**

These cost estimates were based on unit pricing from similar recent construction projects. The capital costs are intended to be planning level estimates and include costs for the eventual general contractor's scope of services; a contingency of 15% of the projected contractor's cost; and engineering, administration and legal work that will be necessary to plan, design, finance, and manage the project.

The Village also has the possibility of obtaining water from the Madison Water Utility (MWU) in an emergency or disaster scenario if the Village's own water supply is not sufficient. The MWU Southeast Zone 4 is located adjacent to the Village of McFarland, north of Sigglekow Road, as shown on the MWU System Map in Appendix G. MWU Zone 4 is served by Well 31, which was installed recently, and an elevated storage tank on Spaanem Ave, and MWU feels that this zone has adequate capacity for current and near future needs. This zone operates at an HGL of approximately 1046 ft, which is compatible with McFarland's existing water system. The overflow elevations for McFarland's towers are approximately 1047-1048 ft, with normal operation between 1040 and 1044 feet, which is slightly lower than the HGL of MWU Zone 4. A temporary or permanent connection would require significant coordination and cooperation with MWU but could provide additional assurance of adequate water supply to the Village if one or more wells are out of service.

4.3 Water Storage Improvements

The Village has adequate storage to meet current needs, but additional storage will be needed as the Village grows. If the Village wishes to have at least an average day of demand in storage then more storage would be needed as the population reaches approximately 13,710, based on a per capita usage of 74.4 gpcd. As the developments move forward in the East Basin area, the Village should continue evaluating options and actively pursue obtaining land for siting of new storage facilities.

The 2018 East Basin study identified two potential sites for a new water storage reservoir, which are shown in a map provided in Appendix G. The first potential storage site (denoted as #1) is located north of Siggelkow Road, near the intersection with Interstate 39, and the second potential storage site (#2) is south off Siggelkow Road, approximately 1,400 feet due south of the end of the cul-de-sac at Lee South Court.

Since the need for additional storage is several years in the future, a detailed evaluation and cost estimates for these sites has not been prepared. The only recommended water storage improvements are routine inspection, maintenance, and coating to extending the life of the Village's existing water towers. Recoating of the Burma Road Tower is planned for 2023.

4.4 Distribution System Improvements

The selected location for new Well 5 is in a developed portion of the Village, as shown on the maps in Appendix G. The future well would discharge to a 12" water main on Prairie Wood Drive, which is well-looped with the Village's distribution system through a backbone of 12" mains in the southeast portion of the Village and on Holscher Road. There is a small section of 8" main on Prairie Wood Drive between Wiouwash Way and Holscher Road that could be upsized to 12" in the future to complete the looping, but this is not an immediate need. As noted in Section 2.4, no currently developed areas in the Village have been identified as needing immediate improvements for fire flow or pressure. Distribution system expansion for future growth and potential new storage locations will be evaluated in the future as those needs become more immediate.

5. CONCLUSIONS AND RECOMMENDATIONS

5.1 New Well Capacity

The Village intends to move forward with planning a new Well 5, to be located at the Village-owned parcel off of Prairie Wood Drive near Wiouwash Way. The DNR previously approved the Well Site Investigation Report for this site in 2012 but the approval has lapsed and will need to be renewed.

The well capacity evaluations in Sections 2.6 and 3.4, demonstrate a need for additional source capacity meet future demands, and to replace the capacity of Well 1 if this well is taken out of service. As shown in Table 3-3, additional well capacity needed for future growth ranges from 75 gpm for the DOA 2040 projection to 185 gpm for the near-term development and 378 gpm for the 20-year linear growth projection. The current pumping rate for Well 1 is approximately 536 gpm. The City wishes to install a new well that has similar capacity to Well 3 and 4, which currently pump at 1024 and 1,129 gpm, respectively. A new 1,000 gpm well would provide adequate source capacity for future growth and replacement of the capacity at Well 1 and would result in a firm well capacity of 2,024 gpm (1,000 gpm + 1,024 gpm). Using the MDD of 178.5 gpcd, a firm well capacity of 2,024 gpm can serve a population up to 12,246 while still meeting DNR requirements. **A target pumping capacity of 1,000 gpm has been selected by the Village for future planning and design efforts on new Well 5.**

5.2 Impact Fee Allocation

The portion of the new well capacity attributed to growth would be eligible for impact fees. Under Wisconsin Statutes Section 66.0617, the Village has the authority to adopt impact fees to pay for the proportionate share of capital costs for new, expanded, or improved public water facilities needed to serve future growth and land developments. In 1998, the Village established impact fees a new water tower, transmission mains, and a new well. The new water storage tank was constructed in 2000 , and this report is intended to update the basis for the impact fee for a new well.

The following general considerations for impact fees should be noted:

- Impact fees pay for only the portion of new facilities that can be attributed to growth rather than existing deficiencies.
- Impact fees must be used within 8 years of when they are collected, otherwise they must be returned, plus interest, to the property owner.
- Impact fees must be discontinued (or the Public Facilities Needs Assessment updated) after 100% of the capital to be paid by impact fees has been collected.
- The portion of the capital costs paid by impact fees is not included in the Water Utility's rate base and is considered Contributed Plant by the Public Service Commission.
- If growth does not occur, the Water Utility cannot raise water rates to make up for deficiency in funds. Therefore, the Village must carefully evaluate growth that is reasonably expected to occur before assigning impact fees.

While the Village does not have any existing deficiency in source capacity, the desire to replace Well 1 in the future factors into the need for a new well. The increment between the source capacity to replace Well 1 and the selected new well capacity is attributed to future growth and is eligible for impact fees. The percentage of the cost that is eligible for impact fees is calculated by using this increment attributed to growth divided by the capacity of the new well:

$$\frac{(1000\text{ gpm} - 536\text{ gpm})}{1000\text{ gpm}} = 46.4\%$$

Alternate Calculation:

The portion of the new well capacity that is attributed to future growth and eligible for impact fees is based on the capacity needed for near term development in Table 3-3, 185 gpm. The percentage of the cost that is eligible for impact fees is calculated by using this increment attributed to growth divided by the capacity of the new well:

$$\frac{185\text{ gpm}}{1000\text{ gpm}} = 18.5\%$$

Based on this calculation, the Village has selected xx% as the Impact Fee Percentage for the new well. A percentage slightly lower than the calculated value was chosen to mitigate the uncertainty associated with future development and the risk of collecting insufficient funds. This impact fee percentage is for the well only, and does not include distribution system improvements beyond the water main to connect the newwell to the system. The cost estimates, development projections, and impact fee percentage from this report will be used by the Village's accountant to update the existing impact fees.

5.3 Other Water System Needs

In addition to the need for more source capacity, the Village's water system has other needs that should be considered for continued maintenance and capital improvement planning, including the following:

- Using the effective capacity of 1,019,400 gallons, the existing Village storage tank capacity is adequate to supply the ADD for the 20-year projected growth and near-term development, but too small by 124,800 gallons for the full East Basin buildout projection and too small by 147,200 gallons for the 2070 linear projection. Based on these estimates, there is no immediate need for additional storage, but additional capacity may be desirable as the ADD approaches 1,019,400, the current effective storage volume. Based on a per capita usage of 74.4 gpcd, this would occur as the population reaches 13,710. Potential locations for a new water storage reservoir include a site north of Siggelkow Road, near the intersection with Interstate 39, and a site south of Siggelkow Road, approximately 1,400 feet due south of the end of the cul-de-sac at Lee South Court.
- The Village's three wellhouses need eventual upgrades to meet current construction standards and code requirements and provide separate spaces for chemical storage and electrical equipment. Given the size and condition of the existing Well 1 wellhouse, a complete replacement of this building would be warranted if the Village intends keep this well for long-term use. Since Well 1 is the oldest and lowest capacity well, the Village has decided it would be more cost-effective to replace the capacity of Well 1 than to upgrade the facilities with a new wellhouse. Well 1 would likely be removed from service the next time major repairs or maintenance are needed at the well. For water supply planning, it is assumed that Well 1 will be abandoned at some point after a new well is constructed.
- Recommended upgrades at Wells 3 and 4 also include separate chemical rooms for chlorine and fluorine with secondary containment for chemicals, HVAC and architectural improvements for the existing pump rooms, electrical equipment replacement and

replacement of the existing natural gas engine and right-angle drive at each well with a stationary standby generator and automatic transfer switch. Replacement of well pump, motor, discharge piping and instrumentation/appurtenances is recommended if a substantial investment is made at the wellhouses

- Continued maintenance of the Burma Road and Holscher Road reservoirs is necessary, including routing inspections and recoating/repairs. Recoating of the Burma Road Tower is planned for 2023.
- No immediate distribution system improvements are needed for fire flow or pressure but upsizing of 6" water main on east side of USH 51 on Voges Road to hydrant would provide additional fire flow if desired in this location.

5.4 Summary

The following water system improvements are recommended for inclusion in the Village Capital Improvement's Plan:

	Estimated Cost
Construct New Well 5	$3.32 Million
Well 3 Improvements	$1.72 Million
Well 4 Improvements	$1.62 Million

Future Growth and Demand Projections

Water Demand	20-Year DOA Projected Growth (2040)	Near Term Development Projected Growth	20-Year Linear Growth (2040)
Population	9,895	10,559	11,730
Usage (gal/capita/day)	74.4	74.4	74.4
Average Day Demand (ADD) (gal)	735,800	785,100	872,200
Maximum Day Demand (MDD) (gal)	1,766,000	1,884,300	2,093,300
Required Firm Pumping Capacity			
ADD Pumping Rate (gpm) (12 hours)	1,022	1,090	1,211
MDD Pumping Rate (gpm) (18 hours)	**1,635**	**1,745**	**1,938**
Existing Firm Pumping Capacity	1,560	1,560	1,560
Additional Pumping Capacity Needed (gpm)	**75**	**185**	**378**

Water Supply Improvements

- Current firm well capacity is marginal for meeting existing demands and additional well capacity is needed to meet future water demands
- Existing wellhouses need upgrades to meet current code requirements, extend the life of the structures and equipment, and provide reliable standby power. The existing structures for Wells 3 and 4 could be modified/upgraded but the Well 1 structure would need complete replacement given its size and condition the intent is to keep this well for long-term use. These improvements will increase reliability, but will not increase pumping capacity.
- Well 1 is the oldest and lowest capacity well, replacement of its capacity (536 gpm) with New Well 5 would be more cost-effective than constructing a new wellhouse
- Proposed Well 5 Capacity is 1,000 gpm to cover the future growth projections and replace the capacity of Well 1, this would be similar to the capacity of Wells 3 and 4.

Estimated Capital Costs

Description	Capital Cost	Potential Impact Fee %
Improvements at Well 3	$1.72 Million	5%
Improvements at Well 4	$1.62 Million	5%
New Well 5	$3.32 Million	37.8%

Impact Fee Considerations:

- Impact Fees pay for the portion of new facilities that can be attributed to growth rather than existing deficiencies and there is a range of what can be justified:
  - Increment between the source capacity to replace Well 1 (536 gpm) and the assumed new well capacity (1,000 gpm) yields an impact fee percentage of 46.4%
  - The new well capacity for near term (185 gpm) or 20-year growth (378 gpm) divided by the assumed new well capacity (1,000 gpm) yields impact fee percentages of 18.5% and 37.8% respectively
- Portion of the capital costs paid by impact fees is <u>not</u> included in the Water Utility's rate base
- If growth does not occur, the Utility cannot raise water rates to make up for deficiency in funds
- Risk increases as impact fee % increases, but reward is smaller user rate increases
- Impact fees cannot be applied for existing facilities (Wells 3 and 4) unless increasing capacity or reliability to support growth

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Tuesday, February 14, 2023**

SECTION: **Business**

DEPARTMENT: **Administration**

CONTACT: **Cassandra Suettinger, Deputy Administrator/Clerk**

AGENDA ITEM: **Discussion and action on the operator's license for Mariah Crossman for the period ending June 30, 2023.**

PREVIOUS ACTION:

ISSUE SUMMARY:
Chief Chapin has reviewed the operator's license application from Mariah Crossman and based on the Village's Operator License Approval policy has recommended denial. Attached is Chief Chapin's letter outlining his reasoning for recommending denial. Pursuant to Village policy, the application was referred to the Public Safety Committee for further review and a recommendation to the Village Board.

On February 6, 2023, the Public Safety Committee conducted a hearing and recommended the issuance of an operator's license for Marian Crossman for the period ending June 30, 2023 with the condition that staff run quarterly background checks on Ms. Crossman and that any offenses contained within the Operator's License Approval Policy, Section 4: Criteria for Denial that occur be grounds for staff to commence the revocation process.

FINANCIAL/BUDGET IMPACT:
N/A

VILLAGE PLAN REFERENCE:
Village Operator's License Review Policy

ORDINANCE REFERENCE:
11-74

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:
The Public Safety Committee unanimously recommends the following action:

Motion to approve the issuance of an operator's license for Mariah Crossman for the period ending June 30, 2023 with the condition that staff run quarterly background checks on Ms. Crossman and that any offenses contained within the Operator's License Approval Policy, Section 4: Criteria for Denial that occur be grounds for staff to commence the revocation process.

ATTACHMENTS:

1. M Crossman Exhibit A_Redacted
2. M Crossman Exhibit B_Redacted
3. M Crossman Exhibit C

EXHIBIT A

VILLAGE OF McFarland

Operator's License
To Serve Fermented Malt Beverages and Intoxicating Liquors

License Type:
☑ - New ☐ - Renewal

To Be Issued:
☑ - As soon as approved **OR** ☐ - At the beginning of the next license year (July 1)

Fees:
☑ - 1 year License - $35
☐ - 1 year License + Provisional* - $50
☐ - Duplicate License - $5/each – Number Requested: _____

*Provisional Licenses are only issued between May 1 and June 30 and cover a new applicant until the beginning of the new license year (July 1)

This application must be completed in its entirety or it will be rejected as incomplete. This application will also be rejected for any omissions. The fee is not refundable should this application be rejected or denied. For rejected applications should the applicant wish to reapply, the applicant will be required to complete a new application at an additional fee of $35.00.

The Village of McFarland Operator License Approval Policy can be found on the Village website at https://www.mcfarland.wi.us/licensepermits under Alcohol Beverage Licenses for Operators.

Applicant Information

Place of Employment: Pick N Save

Last Name:	First Name:	Middle Initial:
Crossman	Mariah	N

Home Address: [redacted]

City, State and Zip Code: [redacted]

Date of Birth: [redacted]

Social Security Number: [redacted]

Wisconsin Driver License/ID: [redacted]

E-mail address: [redacted]

Home/Cell Phone Number: [redacted]

Work Phone Number: [redacted]

Notification

Provide the e-mail address we should use for notification when the license is ready:
[redacted]

Prior Residences

Within the past five years, have you lived at any address other than the one listed above? ☑ yes ☐ no

If yes, please list all additional addresses. Attach additional pages, if necessary

Address, including City and State	Dates
[redacted]	

Questionnaire	Additional Information
1. Have you completed a WI-approved Responsible Beverage Server Course? ☒ - Yes ☐ - No	If yes, when and where: 11/11/22 Pick N Save
2. Have you held an Operator's License within the last 2 years? ☐ - Yes ☒ - No	If yes, when and where:
3. Have you ever had a license to serve alcohol beverages suspended or revoked, or surrendered the license in lieu of suspension or revocation? ☐ - Yes ☒ - No	If yes, when and where:
4. Have you ever been convicted of a felony substantially related* to the licensed activity? ☐ - Yes ☒ - No	If yes, please complete Appendix A
5. Have you been arrested for and/or convicted of violating any law or ordinance in the last 10 years substantially related* to the license activity? ☒ - Yes ☐ - No	If yes, please complete Appendix A
6. Do you have any pending charges, including criminal and ordinance violations substantially related* to the license activity? ☐ - Yes ☒ - No	If yes, please complete Appendix A

*Examples of "substantially related" might include, but are not limited to: underage drinking, OWI/DUI, selling to a minor, overserving, etc.

Required Documentation

If the application is a renewal application, no additional documentation is required.

If the application is a new application, one of the following must be provided:

☒ - A copy of the certificate indicating completion of a Wisconsin-approved Responsible Beverage Server Course, valid within the two years prior to the date of this application

OR

☐ - A copy of an Operator's license from a Wisconsin municipality, valid within the two years prior to the date of this application

Certification

I hereby apply for a license to serve Fermented Malt Beverages and Intoxicating Liquors, subject to the limitations imposed by Chapter 125 of the Wisconsin Statutes, Chapter 11 of the McFarland Municipal Code and all acts amendatory thereof and supplementary thereto, and hereby agree to comply with all laws, resolutions, ordinances and regulations Federal, State or Local, affecting the sale of such beverages and liquors if a license is granted to me.

I certify that I am the applicant in the foregoing application and any attachments thereto, that I have read and made complete answers to each question, and that my answers in each instance are true and correct.

Signature of Applicant:	Date:
[signature]	11-15-22

FOR OFFICE USE ONLY

RECOMMENDATION FROM MCFARLAND POLICE DEPARTMENT

☐ - Approved ☒ - Denied ☐ - Rejected – Incomplete Application

Signature of Police Chief:	Date:
[signature]	11/16/22

VILLAGE OF McFarland

Operator's License – Appendix A
Arrest and Conviction Record

Appendix A only needs to be completed if an applicant answered "Yes" to questions 4, 5, and/or 6 on the Operator's License Application.

Any omissions from this Appendix will result in the rejection of the Operator's License Application. The fee is not refundable should this application be rejected. For rejected applications should the applicant wish to reapply, the applicant will be required to complete a new application at an additional fee of $35.00.

The following websites, provided as a courtesy, may provide information on your records:
https://recordcheck.doj.wi.gov/ https://wcca.wicourts.gov/ https://www.dmv.us.org

Date of Arrest	Date of Conviction	Specific Offense	Name and Location of Court	Describe the nature and circumstances of the offense	Were you consuming alcohol or drugs at the time of the incident?	Did the incident occur in or around a facility that serves alcohol?	Were alcohol or drugs involved in the incident in any way?
5/2019	5/2019	OWI	Watertown municipal Court	Got pulled over for speeding and then got a sobriety test and failed so got arrested	☒ - Yes ☒ - No	☐ - Yes ☒ - No	☒ - Yes ☐ - No
10/2018	10/2018	Disordley conduct intoxacant	Fort Atkinson municipal court	My records show a conviction for disordley conduct intoxicated	☐ - Yes ☒ - No	☐ - Yes ☒ - No	☒ - Yes ☐ - No
					☐ - Yes ☐ - No	☐ - Yes ☐ - No	☐ - Yes ☐ - No
					☐ - Yes ☐ - No	☐ - Yes ☐ - No	☐ - Yes ☐ - No
					☐ - Yes ☐ - No	☐ - Yes ☐ - No	☐ - Yes ☐ - No
					☐ - Yes ☐ - No	☐ - Yes ☐ - No	☐ - Yes ☐ - No
					☐ - Yes ☐ - No	☐ - Yes ☐ - No	☐ - Yes ☐ - No
					☐ - Yes ☐ - No	☐ - Yes ☐ - No	☐ - Yes ☐ - No

You may submit evidence of rehabilitation and fitness to perform the licensed activity.

SERVERlicense.com

Wisconsin Responsible Beverage Seller/Server Training

MARIAH CROSSMAN

has met all training requirements and successfully completed the above course and/or exam.

Certification Number: SL169627

Date of Completion: 11/08/2022

Kelly Bailey

Authorized Signature

This certificate represents the successful completion of an approved Wisconsin Department of Revenue Responsible Beverage Server Course in compliance with secs. 125.04(5)(a)5., 125.17(6), and 134.66(2m), Wis. Stats. Present this certificate to your local municipal clerk's office to receive your Operator's or Retail license.

Diversys Learning, Inc.
1101 Arrow Point Drive, Suite 302
Cedar Park, TX 78613

EXHIBIT B

VILLAGE OF McFarland

www.mcfarland.wi.us | 5915 Milwaukee St, McFarland, WI 53558 | 608.838.3153

November 16, 2022

Mariah Crossman
[redacted]

Dear Ms. Crossman,

Your application for an alcohol operator's license for the period through June 30, 2023 was received. A review of your application, criminal history, and arrest records, as maintained by the State of Wisconsin, has resulted in a recommendation from Police Chief Aaron Chapin for denial pursuant to the Village's operator license approval policy. Attached is a copy of Chief Chapin's memo to the Public Safety Committee.

You have 30 days from receipt of this letter to exercise your right to request a hearing before the Public Safety Committee to discuss the matter. If a hearing is requested, the Public Safety Committee will review your record, along with the recommendation from Chief Chapin and you will have the opportunity to provide the Committee with substantial evidence in the form of credible documentation of rehabilitation. Attached is section 5 of the operator's license approval policy which outlines the process and acceptable forms of credible documentation. Please be advised the hearing will be held as part of a public meeting.

Please contact me directly at 608-838-3153 or via email at cassandra.suettinger@mcfarland.wi.us to request a hearing before the Public Safety Committee.

Sincerely,

Cassandra Suettinger
Clerk/Treasurer

EXHIBIT C

VILLAGE OF McFarland Police Department

5915 Milwaukee St, McFarland, WI 53558 | 608.838.3151 | www.mcfarland.wi.us/police
Aaron P. Chapin | Chief of Police

DATE: November 16, 2022

TO: Public Safety Committee

FROM: Aaron P. Chapin, Chief of Police

REFERENCE: Alcohol Operators License for Mariah Crossman

On this date I reviewed a new application for an Alcohol Operator's License submitted by the above applicant. Having completed my review of his application, my recommendation is that of denial of the application based on village ordinance and the applicant's history.

I base my decision on the following section of Village Ordinance and the McFarland Alcohol Licensure Policy:

1. Village Ordinance 11-74 (c) (3), Guideline 3 which states, in part:

> *Provided the circumstances substantially relate to the circumstances of the job, any person who has been convicted of or has a current charge pending, for two (2) or more offenses, arising out of separate incidents, within the last five (5) years immediately preceding the license application in the following subcategories does not qualify for an operator's license:*
>
> *(e) Operating a motor vehicle while under the influence of intoxicants or drugs.*
>
> *(f) Disorderly conduct, criminal damage to property, solicitation of prostitution or other prostitution related offenses, wherein the offense involves an incident at a place that is, or should have been licensed under Wis. Stat. Ch. 125.*

Ms. Crossman's history shows:

- A conviction for Operating a Motor Vehicle While Intoxicated on 05-05-2019.
- A conviction for Disorderly Conduct – Intoxication in the City of Fort Atkinson from an incident on 10-20-2018.

These convictions occurred within the five-year period preceding the application date, thus qualifying Ms. Crossman as a Habitual Law Offender for the purposes of Village Ordinance and corresponding State law and disqualifying her from eligibility to receive an Operator's License.

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Tuesday, February 14, 2023**

SECTION: **Business**

DEPARTMENT: **Administration**

CONTACT: **Matt Schuenke, Village Administrator, Chris Dennis, Fire/Rescue Chief, Aaron Chapin, Police Chief**

AGENDA ITEM: **Update on progress on the construction of the Public Safety Center.**

PREVIOUS ACTION:
None.

ISSUE SUMMARY:
Included in your packet is a summary update on construction progress for the new Public Safety Center. The Owner's Representative (Huffman Facility Development) will be present to provide a brief overview of the work completed to date. This information will be presented and discussed as part of the meeting. We will be able to take questions on the project as needed as well.

FINANCIAL/BUDGET IMPACT:
Financial progress is included in the report. Thus far costs are tracking as they should be.

VILLAGE PLAN REFERENCE:
None.

ORDINANCE REFERENCE:
None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:
No action is needed on this item. Provided as an update.

ATTACHMENTS:
1. McFarland PSC Report 2023 02

HUFFMAN KEEL

Project Status Report for

Village of McFarland Public Safety Center

February 2023

Jordan Schulz, HKP
Your Partner in Development

HUFFMAN KEEL

Project Status

1. Interior finishes wrapping up this month
2. Project team conducting walk-throughs for work complete list and punchlist
3. Switchgear ETA is now 03/08 rather than late February. Systems impacted by the late arrival are:
   1. Switchgear, Generator, Fire Alarm, PV Array and Electrical Systems
   2. Elevator, Geothermal and Mechanical Systems
4. The most recent design and owner vendor items the team is addressing:
   1. Interior Signage final design
   2. TelCom coordination: fiber service, network structure and service, etc.
   3. Minor final finish coordination items
   4. Equipment purchasing
5. Furniture install begins on February 20th
6. The project team continues to refine the 8-week schedule for tasks occurring once the switchgear arrives, detailing out all that will be completed through the first week of May
7. The next couple of months will include final cost reconciliation, including change orders and allowances

HUFFMAN KEEL

Budget Updates

DESCRIPTION	BUDGET	FINAL PROJECTED COST	INVOICED TO DATE	% Complete
Pre-Development	56,322	62,838	62,838	100%
Professional Services *Design, Project Mgmt, Legal, Quality Testing*	1,221,585	1,295,946	1,234,103	95%
Owner Direct *Furniture, Equipment, etc.*	858,515	952,165	495,527	52%
Construction	18,834,443	19,669,846	16,703,367	85%
Other Project Expense	85,000	71,419	63,677	89%
Income	(32,000)	(32,000)	0	0%
Owner Contingency	1,003,700	7,351	0	99%
TOTAL	22,027,565	22,027,565	18,559,511	84%
FINAL PROJECTED COST	22,027,565			
Balance - Under / (Over)	0			

HUFFMAN KEEL

Budget Updates

PCO*	CO	PS**	SCOPE	SUBMITTED	PENDING	STATUS	RECOMMENDED	APPROVED
	01		PCOs 4r2.2	55,295		Approved		28,000
	02		PCOs 004r2.1, 015	167,312		Approved		136,492
	03		PCOs 010, 016r1, 019r1, 023, 025	198,838		Approved		172,833
	04		PCOs 028, 030r1, 031r2	109,305		Approved		82,757
	05		PCOs 018r1, 029r1, 033r2, 043r2, 045r2, 046	152,252		Approved		102,888
	06		PCO 066 Door Hdwr Change	5,982		Approved		5,982
	07		PCOs 049r2, 056.2	38,802		Approved		18,479
	08		PCOs 057, 061r1, 062r1, 063, 069, 072r1, 075	87,277		Approved		65,121
	09		PCO 059.1 Weather Delays	94,521		Approved		68,000
	10		PCO 059.2 Switchgear Delay	163,905		Approved		95,867
079			Apparatus Bay OHD	121,242	40,414	Pending		
080r1			December 2022 Misc Costs	43,232		Recommended	42,472	
082			PS-015 Electrical Revisions	13,307		Recommended	590	
093r1			Carpet Changes	3,679		Recommended	3,679	
			TOTAL		**40,414**		**46,741**	**776,419**

* Intermediate PCO numbers not shown do not currently have any associated costs

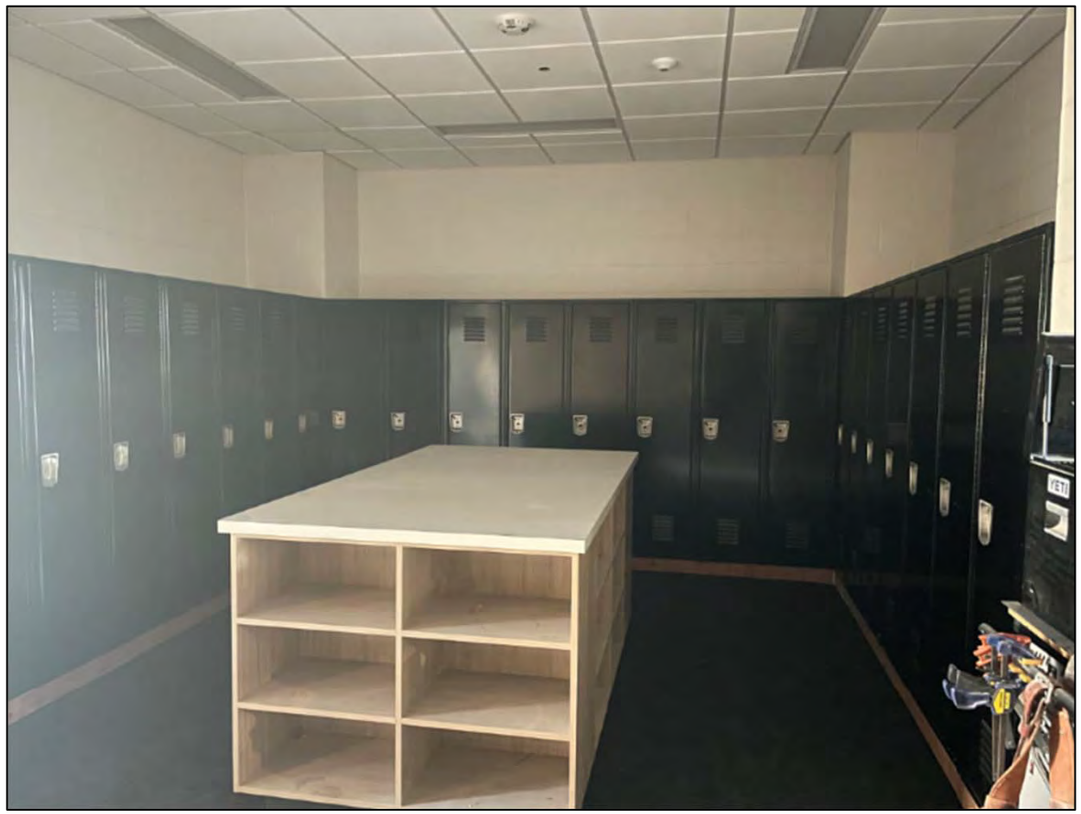
** Project Supplements are revised drawings issued by the Design Team to capture changes due to coordination issues, owner requests, or jurisdictional requirements

Project Update Photos

Mechanical Room, Basement

FD Apparatus Bay, Stair to Kitchen and Dorms

Project Update Photos



PD Shift Lockers

PD Squad Room

Project Update Photos

PD Admin

West End, with Metal Panel

Project Update Photos

Main Entry Metal Panel Install

Solar Panel Array

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Tuesday, February 14, 2023**

SECTION: **Business**

DEPARTMENT: **Administration**

CONTACT: **Matt Schuenke, Village Administrator**

AGENDA ITEM: **Discussion and action regarding proposed Change Order #11 for the Public Safety Center project regarding gate operator, trench change changes, carpeting, electrical, and other miscellaneous adjustments.**

PREVIOUS ACTION:
Change Order #01 was approved by the Village Board at its meeting on March 14, 2022.

Change Order #02 was approved by the Village Board at its meeting on April 11, 2022.

Change Order #03 was approved by the Village Board at its meeting on May 10, 2022.

Change Order #04 was approved by the Village Board at its meeting on June 14, 2022.

Change Order #05 was approved by the Village Board at its meeting on September 13, 2022.

Change Order #06 was approved by the Village Board at its meeting on October 11, 2022.

Change Order #07 was approved by the Village Board at its meeting on November 10, 2022.

Change Order #08, #09, and #10 were approved by the Village Board at their meeting on December 13, 2022.

ISSUE SUMMARY:
Please find enclosed Change Order #11 that address a variety of different funding requests for the project since our last approval granted in December. The following is included within this change order:

- **6005-230206 PCO-080r1** - This item represents miscellaneous costs through December for the project. The largest request is for a gate operator that is needed for the employee parking area on the Police Department side. The item was designed into the electrical drawings but failed to be accounted for by the Architect in the remaining drawings and specifications. The second largest item is changing the trench drain across the Fire Department apparatus pad on the front the building. The specified model became not available at time of order and a different in stock model was chosen also to limit tripping hazards while staying within the project schedule. The remainder of the item are for small adjustments to various elements of the project. The total cost for all of these items

is $42,472.

- **6005-230206 PCO-93r1** - The Architect specified the wrong carpet in a few places for the project. The correct amount of flooring to fix the mistake was not available and adjustments needed to be made to fit the design. The additional costs are related to getting the new material to match the design. The total cost of this item is $3,679.
- **6005-230209 PCO-082r2** - Some electrical adjustments are needed for electronic doors in the training room. The total costs of this item is $590.

The Owner's Representative will be present to provide a summary overview of these changes. There will be a couple change orders to consider down the stretch yet as well as miscellaneous items to address as the project finishes up.

FINANCIAL/BUDGET IMPACT:
The total cost of all 3 change orders is this proposed change order is $46,741. This amount will be charged to contingency bringing our utilization of those funds up to $823,115 or ~82% of available funds for this purpose (this would be the 11th draw, if approved, into the contingency via change order for this project).

We will plan to take a deeper dive in cost reconciliation at our next meeting on the project in March. While contingency is nearly expended, we remain in good shape to finish the project within the available funds.

VILLAGE PLAN REFERENCE:
None.

ORDINANCE REFERENCE:
None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:
Recommended Action:

> *Motion, second to approve* Change Order #11 for the Public Safety Center project regarding gate operator, trench change changes, carpeting, electrical, and other miscellaneous adjustments.

ATTACHMENTS:
1. 6005 - 230206 PCO-080r1 Dec 2022 Misc Costs Proposal
2. 6005 - 230206 PCO-093r1 P104 and C112 KIN-6 Carpet Changes Proposal
3. 6005 - 230209 PCO-082r2 PS-015 Electrical Revisions Proposal

330 East Delavan Drive
Janesville, WI 53546
608-754-6601 Phone
608-754-9171 Fax

THE TOUGH JOB EXPERTS

REQUEST FOR QUOTATION

Project:	McFarland Public Safety Center	6 February 2023

JPC PCO #: 080r1

Description: Miscellaneous Costs associated with the following: RFI-124, RFI-131, RFI-132, RFI-135, RFI-138, RFI-140, RFI-143

Proposals are to be held for 10 working days. Quote is no longer valid post deadline

Labor Rates valid through 05/31/23

Activity Description

JP Cullen & Sons Inc.

General Contractor Work	Units	Quantity	Base Rate	PT&I (25%)	Total Rate	TOTAL	
Carpenter Foreman RFI-138 Steel Posts Install	HR	8	$86.71	$21.68	$108.39	$867.09	
Carpenter RFI-138 Steel Posts Install	HR	8	$66.06	$16.51	$82.57	$660.56	
Cement Finisher Foreman RFI-131	HR	1	$85.85	$21.46	$107.31	$107.31	
Cement Finisher RFI-131	HR	1	$66.05	$16.51	$82.56	$82.56	
					Labor Subtotal	$1,717.51	
					Self-Performed Labor OH&P 15%	$257.63	
					JP Cullen Labor Total		$1,975.14

MATERIALS	Units	Quantity	Unit Price	Material	Tax (0%)	TOTAL	
		0	$ -	$0.00	$0.00	$0.00	
Precision RFI-138 Post Steel	LS	1	$ 944.00	$944.00	$51.92	$995.92	
Neenah - Type P Trench Grates RFI-135	LS	1	$ 15,176.00	$15,176.00	$834.68	$16,010.68	
Neenah - Type C Trench Grates Credit RFI-135	LS	1	$ (8,624.00)	($8,624.00)	($474.32)	($9,098.32)	
		0	$ -	$0.00	$0.00	$0.00	
					Material Subtotal	$7,908.28	
					Self-Performed Material OH&P @ 15%	$1,186.24	
					Material Total		$9,094.52

SUBCONTRACTORS	Services	TOTAL	
		$0.00	
Northway Fence RFI-132	PD Parking Lot Man Gate Locking Changes	$3,750.00	
Northway Fence RFI-124	PD Parking Lot Entrance Gate Operator & In-ground loop detector	$19,900.00	
Universal RFI-138	Additional rough-ins for motorized window shades	$2,965.00	
Universal RFI-143	Additional rough-ins for auto-operators C123A & C123C	$1,475.00	
Hallmark	Added Chase for Vestibule C100	$730.00	
		$0.00	
	Subtotal	$28,820.00	
	Subcontractor OH&P @ 7.5%	$2,161.50	
	Subcontract Total		$30,981.50
	Bond @ 1%		$420.51
	TOTAL		$42,472

330 East Delavan Drive
Janesville, WI 53546
608-754-6601 Phone
608-754-9171 Fax

THE TOUGH JOB EXPERTS

REQUEST FOR QUOTATION

Project:	McFarland Public Safety Center	6 February 2023

JPC PCO #: 093r1

Description: Proposed costs are for the removal of the installed KIN-6 in the P104 Admin area and replace it with KIN-4 and not installing KIN-6 in C112 Conf. and installing KIN-1 instead.

Proposals are to be held for 10 working days. Quote is no longer valid post deadline

Labor Rates valid through 05/31/23

Activity Description

SUBCONTRACTORS	Services		TOTAL	
			$0.00	
Hughes Flooring	Material and Labor for KIN-4 at P104 Admin		$2,380.00	
Hughes Flooring	Material for KIN-1 at C112 Conf.		$1,008.00	
			$0.00	
		Subtotal	$3,388.00	
		Subcontractor OH&P @ 7.5%	$254.10	
		Subcontract Total		$3,642.10
			Bond @ 1%	$36.42
			TOTAL	$3,679

330 East Delavan Drive
Janesville, WI 53546
608-754-6601 Phone
608-754-9171 Fax

REQUEST FOR QUOTATION

Project:	McFarland Public Safety Center	9 February 2023

JPC PCO #: 082r2

Description: PS-015 Electrical Revisions include other OHD modifications. RFI's included in this PS are RFI-062 & RFI-094. Electrical Costs are not for PD OHDs.

Proposals are to be held for 10 working days. Quote is no longer valid post deadline

Labor Rates valid through 05/31/23

Activity Description

SUBCONTRACTORS	Services		TOTAL	
			$0.00	
Universal	Coiling OHD Revisions		$543.00	
			$0.00	
		Subtotal	$543.00	
		Subcontractor OH&P @ 7.5%	$40.73	
		Subcontract Total		$583.73
		Bond @ 1%		$5.84
		TOTAL		$590

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Tuesday, February 14, 2023**

SECTION: **Business**

DEPARTMENT: **Public Works**

CONTACT: **Sayer Larson, Parks Superintendent, Matt Schuenke, Village Administrator**

AGENDA ITEM: **Discussion and action regarding the award of contract for the reconstruction of the skate park within William McFarland Park, including the alternate bid for the shade structures at the Bocce Courts.**

PREVIOUS ACTION:
Acceptance of the plan for the reconstruction of the skate park was recommended by the Parks & Recreation Committee at their October 4, 2022 meeting and by the Village Board at their October 11, 2022 meeting.

The award of contract to Parkitecture for design and bidding services was recommended by the Parks & Recreation Committee at their November 1, 2022 meeting and by the Village Board at their November 10, 2022 meeting.

The approval of the design for the reconstruction and authorization to bid for the project was recommended by the Parks & Recreation Committee at their January 3, 2023 meeting and by the Village Board at their January 10, 2023 meeting.

The Parks and Recreation Committee reviewed the bids at its meeting on February 7, 2023 and recommended to the Village Board the award of contract.

ISSUE SUMMARY:
The Village and Committee have diligently been planning improvements for a new skate park within William McFarland Park following the adoption of the McFarland Parks Master Plan in 2021. The process to date has included community involvement through public input meetings and an online survey, site development plans, approval of the site design, and authorizing the project for bid. During committee meetings and through approval of the McFarland Parks Master Plan, this project was identified as a priority within this community for site improvements.

The committee approved the design plan and authorized the project for bid at their January 3, 2023 meeting. The bid opening occurred on January 31, 2023. Included within your packet is the bid tab following the bid opening. Two bids were received (both qualified) from Parisi Construction ($565,865) and Spohn Ranch Skateparks ($599,198.24). The project and its design elements were reviewed with the design engineer at the Committee meeting along a

VILLAGE OF
McFarland

review of the bid tabulation. The Committee discussed the project and the Staff recommendation to move forward with the award of contract.

The project is proposed for construction to begin in the Spring of 2023 and be completed within the early Summer this year. Additionally, it is included within the 2023-2027 Capital Improvement Plan as well as within the 2023 Budget.

There was an alternate included within the project to add to shade structures to the adjacent bocce courts. This alternate is requested not to be awarded due to cost. Staff is likely able to find a different supplier to provide the materials with labor outside of this project.

FINANCIAL/BUDGET IMPACT:
The 2023 Budget was approved to allocate $375,000 for the project. The Opinion of Probably Construction Cost (OPCC) that was provided when the design was accepted increased the project expenditures to an estimated $484,000.

Revenues - The following revenues have been allocated to fund the project:

$290,000	Borrowed Money (2023)
$ 35,000	Borrowed Money (2022)
$109,000	Parks Fund
$ 50,000	Fundraising
$484,000	Total Project Revenue

The budget allocation essentially accounted for the hard costs but also needs to address the soft costs. When the design was approved last month, the anticipated borrowing for 2023 was increased from $225,000 to $290,000 to make up the difference as well as an increase in Parks Funds from $100,000 to $109,000. Borrowed monies already incurred in 2022 covered costs for planning, design, and bidding services. Fundraising thus far has collected about half of the targeted amount but will continue throughout the year in 2023.

Expenses - Included within your packet is the bid tab for the project and the following cost breakdown is updated based on the low bid submitted:

$539,745	Skatepark Construction
$ 26,120	Site Amenities
$ 5,000	Security Cameras
$ 14,480	Planning
$ 18,960	Design Engineering/Bidding
$ 8,550	Construction Administration
$ 61,286	Contingency (10%)
$674,141	Total Project Expense

The costs provided within the bid exceed the estimated revenues by approximately $190,000. This is a hard bid whereby contractors review the design in order to give us a price on its construction. The key question is whether or not to move the project forward based on the

VILLAGE OF
McFarland

design created for the improvement. The project as designed aligns with both the master plan for the park and the specific plan for the construction of this element developed with Community input. If we were not willing or able to meet the cost demand, then we would need to go back to the planning element of the project to scale back the project in order to lower the cost. Given the time spent planning for the project and the desirability for it within the Community based on the Survey's provided, it remains recommended to move forward as designed and planned for implementation.

The Village through its Consultant has also discussed project elements with the prospective low bidder in an effort to see if any credits can be applied by adjusting the scope. They have offered the following credits to reduce the cost of the bid:

$	(8,000)	Credit for reduced Mobilization Costs.
$	(9,000)	Credit for Village conducting demolition work.
$	(3,000)	Credit for design fees and in-kind donation on skate park construction.
$	(2,620)	Credit for Village installing bicycle parking.
$	(6,000)	Credit for Village installing picnic tables.
$	(11,050)	Credit for Village installing trees.
$	(4,275)	Credit on Construction Administration and Inspection.
$	15,000	Village costs to address project responsibilities.
$	(196)	Rounding
$645,000		Total Project Expense REVISED

Village Staff recommends accepting these credits as part of the contract award. They will be memorialized through a change order with the award. The credit for the mobilization and stake park construction lower the overall costs. The credits for demolition, bicycle parking, picnic tables, and trees still require some expense of the Village to complete which is the cost addition added as an estimate. Demolition work will take place this Winter while the remaining items will be completed through our normal process to complete such tasks. The remaining variance on the project will be filled through borrowed money while evaluate other alternative funding sources to offset the expense.

There was one alternate on this project to add shade structures to the adjoining bocce courts at an estimated cost of $44,000 and that element came back at $40,000. Staff has a separate quote for this work around $30,000 and working to finalize that. As a result, it is recommended to reject the alternative as part of this bid.

VILLAGE PLAN REFERENCE:
McFarland Parks Master Plan
William McFarland Skatepark Plan

ORDINANCE REFERENCE:
None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:
Recommended action:

Motion, second to award contract to Parisi Construction of Verona in an amount of $526,195 for the reconstruction of the skate park within McFarland Park including base bid and rejecting the contract alternate with additional expenses for engineering/construction administration, security, Village project responsibilities, and contingency for a total project cost in an amount of $645,000.

ATTACHMENTS:

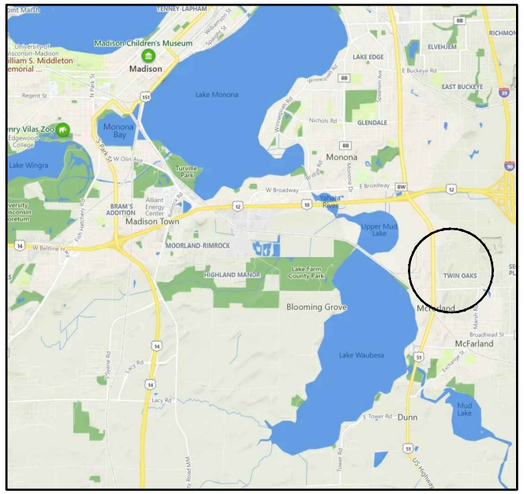
1. McFarland Skate Park Bid Tab
2. Skate Plans DRAFT
3. Skate Specs DRAFT

William McFarland Park Phase 1B (#8369411)
Owner: Village of McFarland
Solicitor: Parkitecture + Planning
01/31/2023 02:00 PM CST

BID TABULATION

						A/E Estimate		**Parisi Construction , LLC.**		**Spohn Ranch Skateparks**	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
General											
	1	1	Mobilization	LS	1	$40,000.00	$40,000.00	$50,000.00	$50,000.00	$70,125.00	$70,125.00
	2	2	Erosion Control	LS	1	$1,500.00	$1,500.00	$4,100.00	$4,100.00	$5,247.50	$5,247.50
	3	3	Demolition	LS	1	$6,500.00	$6,500.00	$10,000.00	$10,000.00	$27,757.50	$27,757.50
	4	4	Earthwork	LS	1	$50,000.00	$50,000.00	$35,300.00	$35,300.00	$30,000.00	$30,000.00
	5	5	Dense Graded Basecourse	TON	190	$18.00	$3,420.00	$30.00	$5,700.00	$38.25	$7,267.50
	6	6	Concrete Pavement - 5"	SF	773	$10.00	$7,730.00	$15.00	$11,595.00	$19.13	$14,787.49
	7	7	Skatepark Construction	LS	1	$260,000.00	$260,000.00	$400,000.00	$400,000.00	$379,970.00	$379,970.00
	8	8	Shade Structures	EA	1	$16,000.00	$16,000.00	$17,500.00	$17,500.00	$22,312.50	$22,312.50
	9	9	Bicycle Parking	EA	4	$600.00	$2,400.00	$655.00	$2,620.00	$663.00	$2,652.00
	10	10	Picnic Tables	EA	2	$1,200.00	$2,400.00	$3,000.00	$6,000.00	$4,845.00	$9,690.00
	11	11	Trees	EA	13	$500.00	$6,500.00	$850.00	$11,050.00	$1,083.75	$14,088.75
	12	12	Restoration	LS	1	$5,000.00	$5,000.00	$12,000.00	$12,000.00	$15,300.00	$15,300.00
							$401,450.00		**$565,865.00**		**$599,198.24**
Alternates Mandatory											
	A1	A1	Shade Structure - Bocce	EA	2	$22,000.00	$44,000.00	$20,000.00	$40,000.00	$29,142.86	$58,285.72
							$44,000.00		**$40,000.00**		**$58,285.72**

PROJECT LOCATION MAP



PROJECT ADDRESS:
4802 Marsh Road, McFarland, WI 53558

NTS

PROJECT OVERVIEW

SITE LOCATION PLAN

NTS

INDEX TO DRAWINGS	
T100	TITLE SHEET
C100	EXISTING CONDITIONS
C101	DEMOLITION AND EROSION CONTROL PLAN
C200	OVERALL SITE PLAN
C201	SITE PLAN + RESTORATION PLAN
C300	SITE GRADING PLAN
C900	CONSTRUCTION DETAILS
C901	CONSTRUCTION DETAILS
C902	CONSTRUCTION DETAILS
C903	CONSTRUCTION DETAILS
C904	CONSTRUCTION DETAILS
SK1.0	3D PERSPECTIVE
SK2.0	SPECIFICATIONS
SK2.1	SPECIFICATIONS
SK3.0	INFORMATION PLAN
SK4.0	COLOR PLAN
SK5.0	LAYOUT PLAN
SK6.0	GRADING + DRAINAGE PLAN
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SK8.0	SECTIONS
SK8.1	SECTIONS
SK8.2	SECTIONS
SK9.0	CONSTRUCTION DETAILS
SK9.1	CONSTRUCTION DETAILS
SK9.2	CONSTRUCTION DETAILS
SK9.3	CONSTRUCTION DETAILS

ISSUED FOR VILLAGE REVIEW

CIVIL ENGINEER:
PARKITECTURE + PLANNING
901 DEMING WAY, SUITE 102
MADISON, WI 53717
608.438.4253

LANDSCAPE ARCHITECT:
PARKITECTURE + PLANNING
901 DEMING WAY, SUITE 102
MADISON, WI 53717
608.886.6808

VILLAGE OF McFarland

WILLIAM MCFARLAND PARK PHASE 1B: SKATEPARK

VILLAGE OF MCFARLAND
MCFARLAND, WISCONSIN

PROJECT NUMBER 22.053

DIGGERS HOTLINE
Dial 811 or (800) 242-8511
www.DiggersHotline.com

Sheet Size - 11x17

PARKITECTURE + PLANNING
901 Deming Way, Suite 102
Madison,WI.53717
608.886.6808

SPOHN RANCH SKATEPARKS

Project Name:
WILLIAM MCFARLAND PARK PHASE 1B: SKATEPARK
4802 Marsh Road
McFarland, WI 53558

Sheet Title:
TITLE SHEET

Revisions:

Project #: 22.053
Issued For: Review
Date: 12/15/2022

Sheet Number
T100

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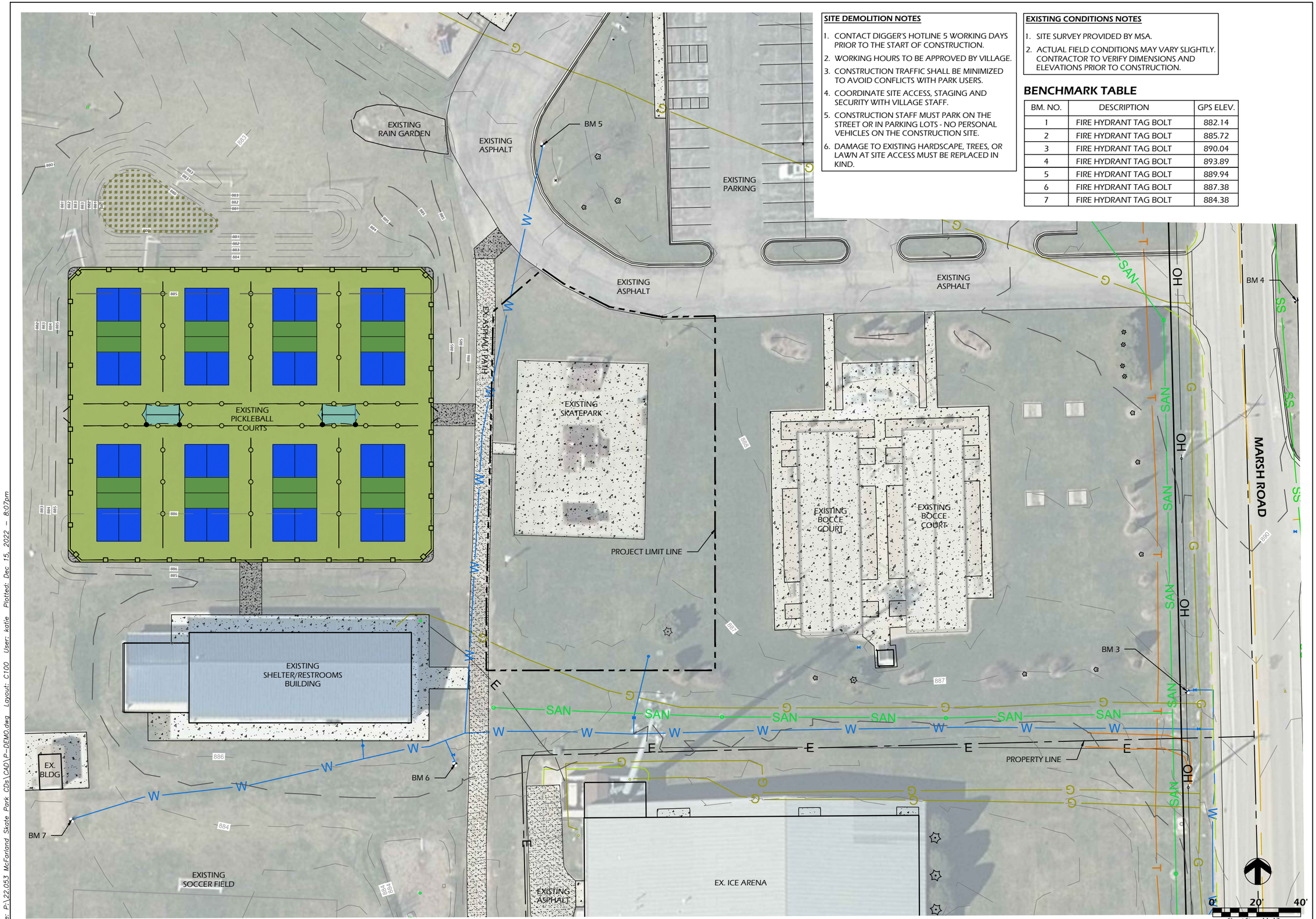

SITE DEMOLITION NOTES

1. CONTACT DIGGER'S HOTLINE 5 WORKING DAYS PRIOR TO THE START OF CONSTRUCTION.
2. WORKING HOURS TO BE APPROVED BY VILLAGE.
3. CONSTRUCTION TRAFFIC SHALL BE MINIMIZED TO AVOID CONFLICTS WITH PARK USERS.
4. COORDINATE SITE ACCESS, STAGING AND SECURITY WITH VILLAGE STAFF.
5. CONSTRUCTION STAFF MUST PARK ON THE STREET OR IN PARKING LOTS - NO PERSONAL VEHICLES ON THE CONSTRUCTION SITE.
6. DAMAGE TO EXISTING HARDSCAPE, TREES, OR LAWN AT SITE ACCESS MUST BE REPLACED IN KIND.

EXISTING CONDITIONS NOTES

1. SITE SURVEY PROVIDED BY MSA.
2. ACTUAL FIELD CONDITIONS MAY VARY SLIGHTLY. CONTRACTOR TO VERIFY DIMENSIONS AND ELEVATIONS PRIOR TO CONSTRUCTION.

BENCHMARK TABLE

BM. NO.	DESCRIPTION	GPS ELEV.
1	FIRE HYDRANT TAG BOLT	882.14
2	FIRE HYDRANT TAG BOLT	885.72
3	FIRE HYDRANT TAG BOLT	890.04
4	FIRE HYDRANT TAG BOLT	893.89
5	FIRE HYDRANT TAG BOLT	889.94
6	FIRE HYDRANT TAG BOLT	887.38
7	FIRE HYDRANT TAG BOLT	884.38

PARKITECTURE + PLANNING
901 Deming Way, Suite 102
Madison, WI 53717
608.886.6808
Parkitecture
SPOHN RANCH SKATEPARKS

Project Name:
WILLIAM MCFARLAND PARK PHASE 1B: SKATEPARK
4802 Marsh Road
McFarland, WI 53558

Sheet Title:
EXISTING CONDITIONS

Revisions:

Project #: 22.053
Issued For: Review
Date: 12/15/2022

Sheet Number
C100

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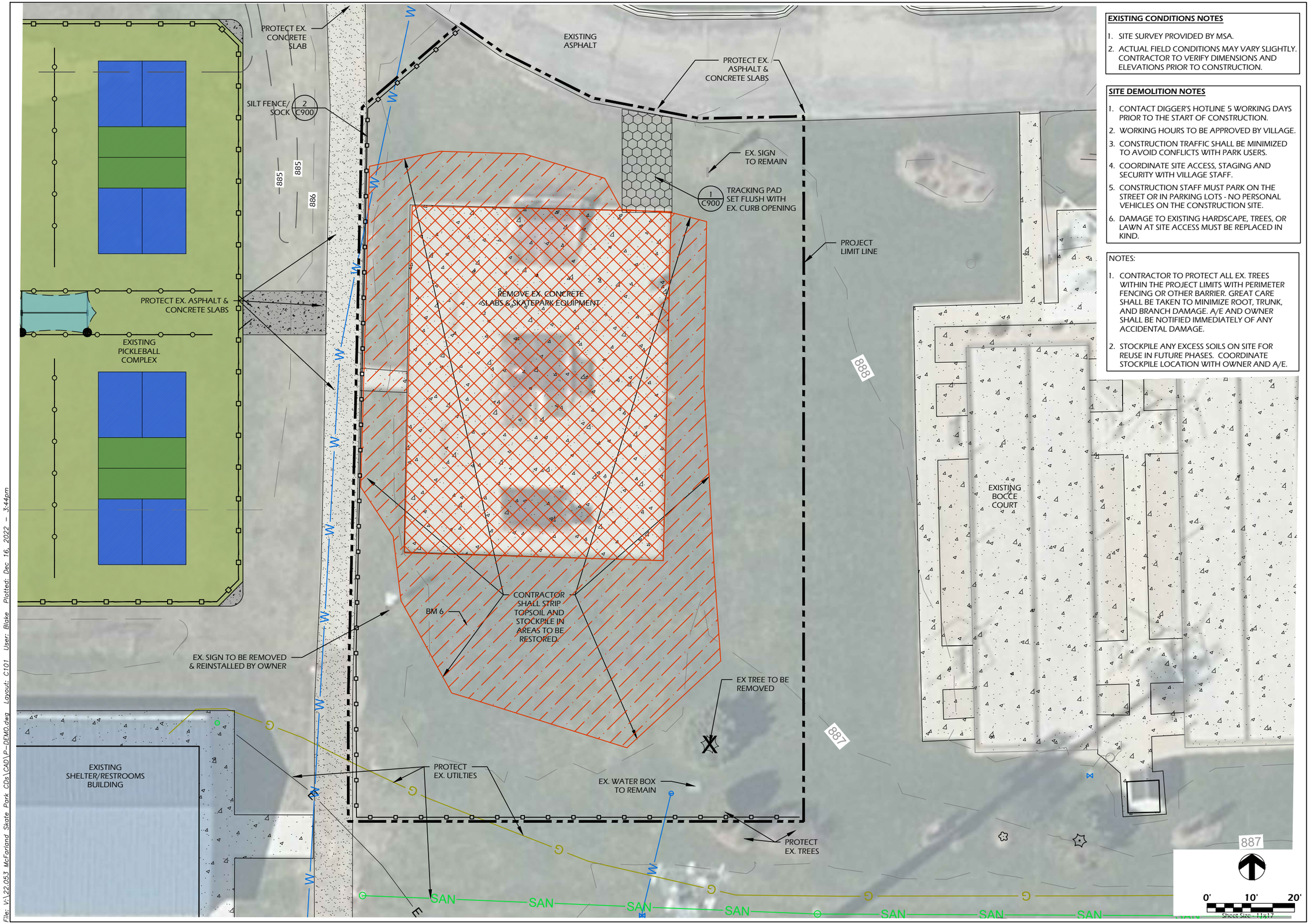

EXISTING CONDITIONS NOTES

1. SITE SURVEY PROVIDED BY MSA.
2. ACTUAL FIELD CONDITIONS MAY VARY SLIGHTLY. CONTRACTOR TO VERIFY DIMENSIONS AND ELEVATIONS PRIOR TO CONSTRUCTION.

SITE DEMOLITION NOTES

1. CONTACT DIGGER'S HOTLINE 5 WORKING DAYS PRIOR TO THE START OF CONSTRUCTION.
2. WORKING HOURS TO BE APPROVED BY VILLAGE.
3. CONSTRUCTION TRAFFIC SHALL BE MINIMIZED TO AVOID CONFLICTS WITH PARK USERS.
4. COORDINATE SITE ACCESS, STAGING AND SECURITY WITH VILLAGE STAFF.
5. CONSTRUCTION STAFF MUST PARK ON THE STREET OR IN PARKING LOTS - NO PERSONAL VEHICLES ON THE CONSTRUCTION SITE.
6. DAMAGE TO EXISTING HARDSCAPE, TREES, OR LAWN AT SITE ACCESS MUST BE REPLACED IN KIND.

NOTES:

1. CONTRACTOR TO PROTECT ALL EX. TREES WITHIN THE PROJECT LIMITS WITH PERIMETER FENCING OR OTHER BARRIER. GREAT CARE SHALL BE TAKEN TO MINIMIZE ROOT, TRUNK, AND BRANCH DAMAGE. A/E AND OWNER SHALL BE NOTIFIED IMMEDIATELY OF ANY ACCIDENTAL DAMAGE.
2. STOCKPILE ANY EXCESS SOILS ON SITE FOR REUSE IN FUTURE PHASES. COORDINATE STOCKPILE LOCATION WITH OWNER AND A/E.

PARKITECTURE + PLANNING
901 Deming Way, Suite 102
Madison, WI 53717
608.886.6808
Parkitecture

SPOHN RANCH SKATEPARKS

Project Name:
WILLIAM MCFARLAND PARK PHASE 1B: SKATEPARK
4802 Marsh Road
McFarland, WI 53558

Sheet Title:
SITE DEMOLITION + EROSION CONTROL PLAN

Revisions:

Project #:	22.053
Issued For:	Review
Date:	12/15/2022

Sheet Number
C101

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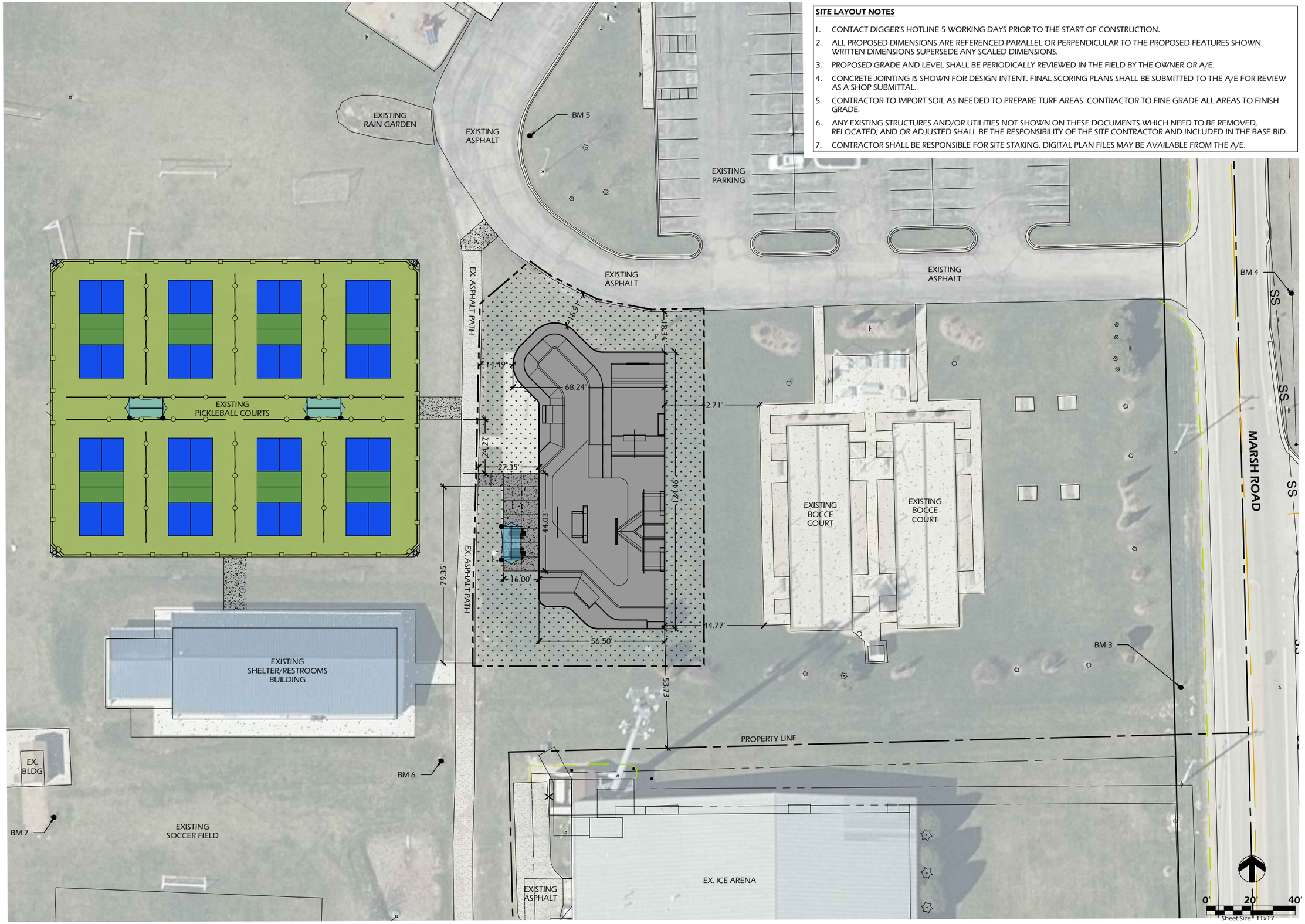
SITE LAYOUT NOTES

1. CONTACT DIGGER'S HOTLINE 5 WORKING DAYS PRIOR TO THE START OF CONSTRUCTION.
2. ALL PROPOSED DIMENSIONS ARE REFERENCED PARALLEL OR PERPENDICULAR TO THE PROPOSED FEATURES SHOWN. WRITTEN DIMENSIONS SUPERSEDE ANY SCALED DIMENSIONS.
3. PROPOSED GRADE AND LEVEL SHALL BE PERIODICALLY REVIEWED IN THE FIELD BY THE OWNER OR A/E.
4. CONCRETE JOINTING IS SHOWN FOR DESIGN INTENT. FINAL SCORING PLANS SHALL BE SUBMITTED TO THE A/E FOR REVIEW AS A SHOP SUBMITTAL.
5. CONTRACTOR TO IMPORT SOIL AS NEEDED TO PREPARE TURF AREAS. CONTRACTOR TO FINE GRADE ALL AREAS TO FINISH GRADE.
6. ANY EXISTING STRUCTURES AND/OR UTILITIES NOT SHOWN ON THESE DOCUMENTS WHICH NEED TO BE REMOVED, RELOCATED, AND OR ADJUSTED SHALL BE THE RESPONSIBILITY OF THE SITE CONTRACTOR AND INCLUDED IN THE BASE BID.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR SITE STAKING. DIGITAL PLAN FILES MAY BE AVAILABLE FROM THE A/E.



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SPOHN RANCH SKATEPARKS

Project Name:
WILLIAM MCFARLAND PARK PHASE 1B: SKATEPARK
4802 Marsh Road
McFarland, WI 53558

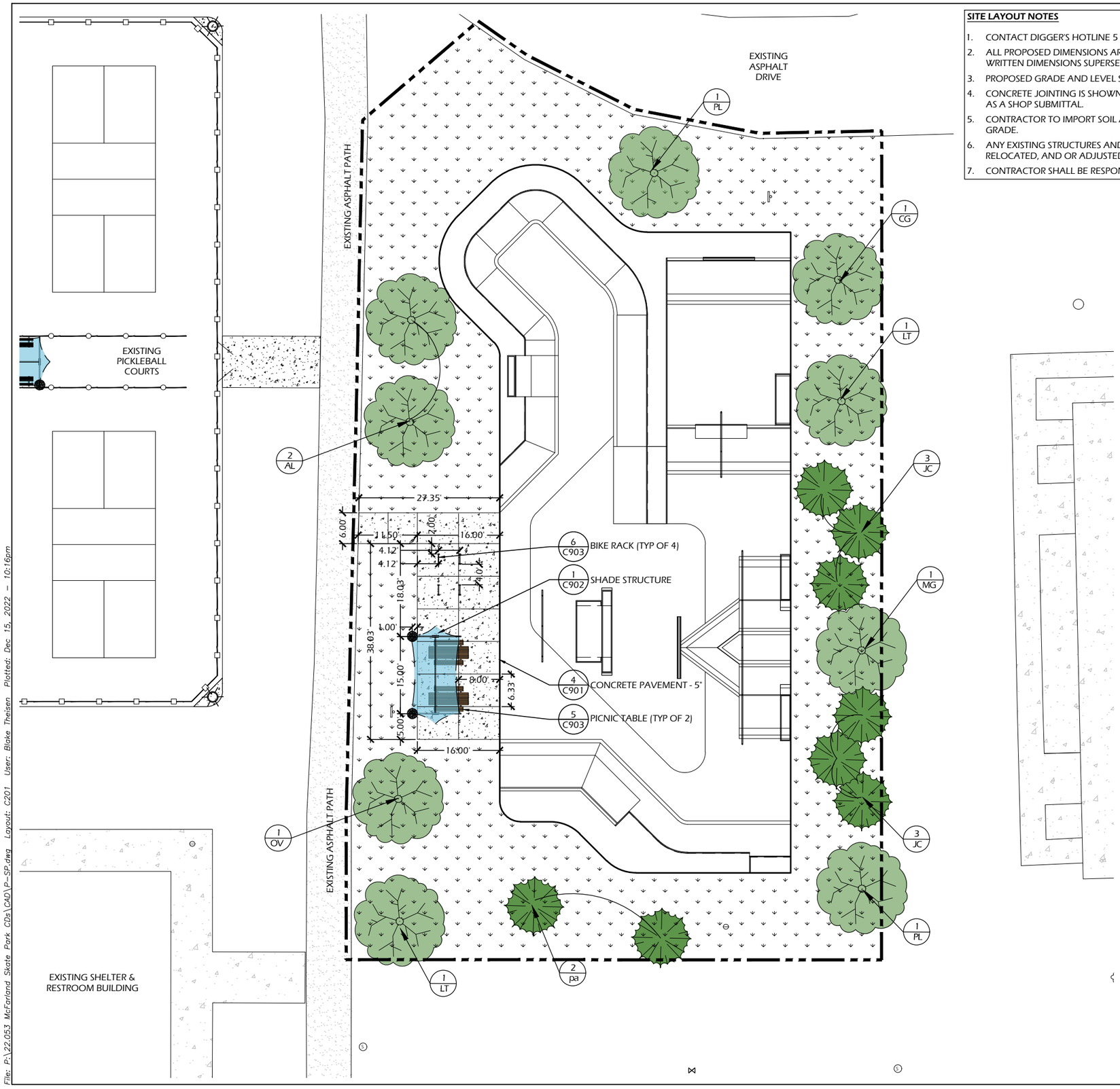
Sheet Title:
CONTEXTUAL SITE PLAN

Revisions:

Project #: 22.053
Issued For: Review
Date: 12/15/2022

Sheet Number
C200

File: P:\22.053 McFarland Skate Park CDs\CAD\P-SP.dwg Layout: C200 User: Blake Theisen Plotted: Dec 15, 2022 - 10:02pm



SITE LAYOUT NOTES

1. CONTACT DIGGER'S HOTLINE 5 WORKING DAYS PRIOR TO THE START OF CONSTRUCTION.
2. ALL PROPOSED DIMENSIONS ARE REFERENCED PARALLEL OR PERPENDICULAR TO THE PROPOSED FEATURES SHOWN. WRITTEN DIMENSIONS SUPERSEDE ANY SCALED DIMENSIONS.
3. PROPOSED GRADE AND LEVEL SHALL BE PERIODICALLY REVIEWED IN THE FIELD BY THE OWNER OR A/E.
4. CONCRETE JOINTING IS SHOWN FOR DESIGN INTENT. FINAL SCORING PLANS SHALL BE SUBMITTED TO THE A/E FOR REVIEW AS A SHOP SUBMITTAL.
5. CONTRACTOR TO IMPORT SOIL AS NEEDED TO PREPARE TURF AREAS. CONTRACTOR TO FINE GRADE ALL AREAS TO FINISH GRADE.
6. ANY EXISTING STRUCTURES AND/OR UTILITIES NOT SHOWN ON THESE DOCUMENTS WHICH NEED TO BE REMOVED, RELOCATED, AND OR ADJUSTED SHALL BE THE RESPONSIBILITY OF THE SITE CONTRACTOR AND INCLUDED IN THE BASE BID.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR SITE STAKING. DIGITAL PLAN FILES MAY BE AVAILABLE FROM THE A/E.

LANDSCAPE AND RESTORATION NOTES

1. CONTRACTOR SHALL MEET EXISTING GRADE AT GRADING LIMITS WITH A SMOOTH AND CONTINUOUS TRANSITION.
2. SEED/SOIL PLACEMENT SHALL EXTEND TO THE LIMITS OF CONSTRUCTION DISTURBANCE.
5. ALL GENERAL LANDSCAPE AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED WITH 4" MINIMUM TOPSOIL DEPTH AND SEEDED IN ACCORDANCE WITH THE SPECIFICATIONS. THIS SHALL INCLUDE ANY AREAS OUTSIDE OF THE PROJECT LIMITS THAT ARE DISTURBED BY CONTRACTOR ACTIVITY.

PLANT MATERIAL SCHEDULE

Symb	Botanical name	Common Name	Size (min)	Qty
TREES				
AL	Amelanchier laevis	Allegheny Serviceberry	Multi-stem	2
JC	Juniperus chinensis 'Iowa'	Iowa Juniper	5' Ht	6
LT	Liriodendron tulipifera	Tulip Poplar	8' Ht	2
MG	Metasequoia glypotostroboides	Dawn Redwood	8' Ht	1
OV	Ostrya virginiana	Hophornbeam	8' Ht	1
PA	Picea abies	Norway Spruce	5' Ht	1
PL	Platanus x acerifolia	London Plane Tree	2" Cal	2

RESTORATION MIXES

SEED MIXES			
DESIGNATION	SEED MIX	RATE (LBS/1000 SF)	
GRASS RESTORATION	WISDOT MIX #40	3.0	
ANNUAL SEED MIX ADDITIVE (USE ONE TYPE)			
DESIGNATION	SEED MIX	RATE (LBS/1000 SF)	USAGE DATES
ANNUAL SEEDING		2.0	GROWING SEASON
COOL WEATHER COVER CROP	OATS	2.0	AFTER SEPTEMBER 15
DORMANT COVER CROP	WINTER WHEAT	2.0	AFTER OCTOBER 15
ADDITIONAL ADDITIVES			
DESIGNATION	TYPE	RATE (LBS/1000 SF)	USAGE DATES
MULCH	STRAW MULCH	PER MANUFACTURER	ALL SEASONS
FERTILIZER	PER SOIL TEST	2.0	ALL SEASONS
SOIL STABILIZER	POLYACRYLIMIDE	PER MANUFACTURER	AFTER NOVEMBER 15

0' 10' 20'
Sheet Size - 11x17

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Sheet Title:
SITE PLAN + RESTORATION PLAN

Revisions:

Project #: 22.053
Issued For: Review
Date: 12/15/2022

Sheet Number
C201

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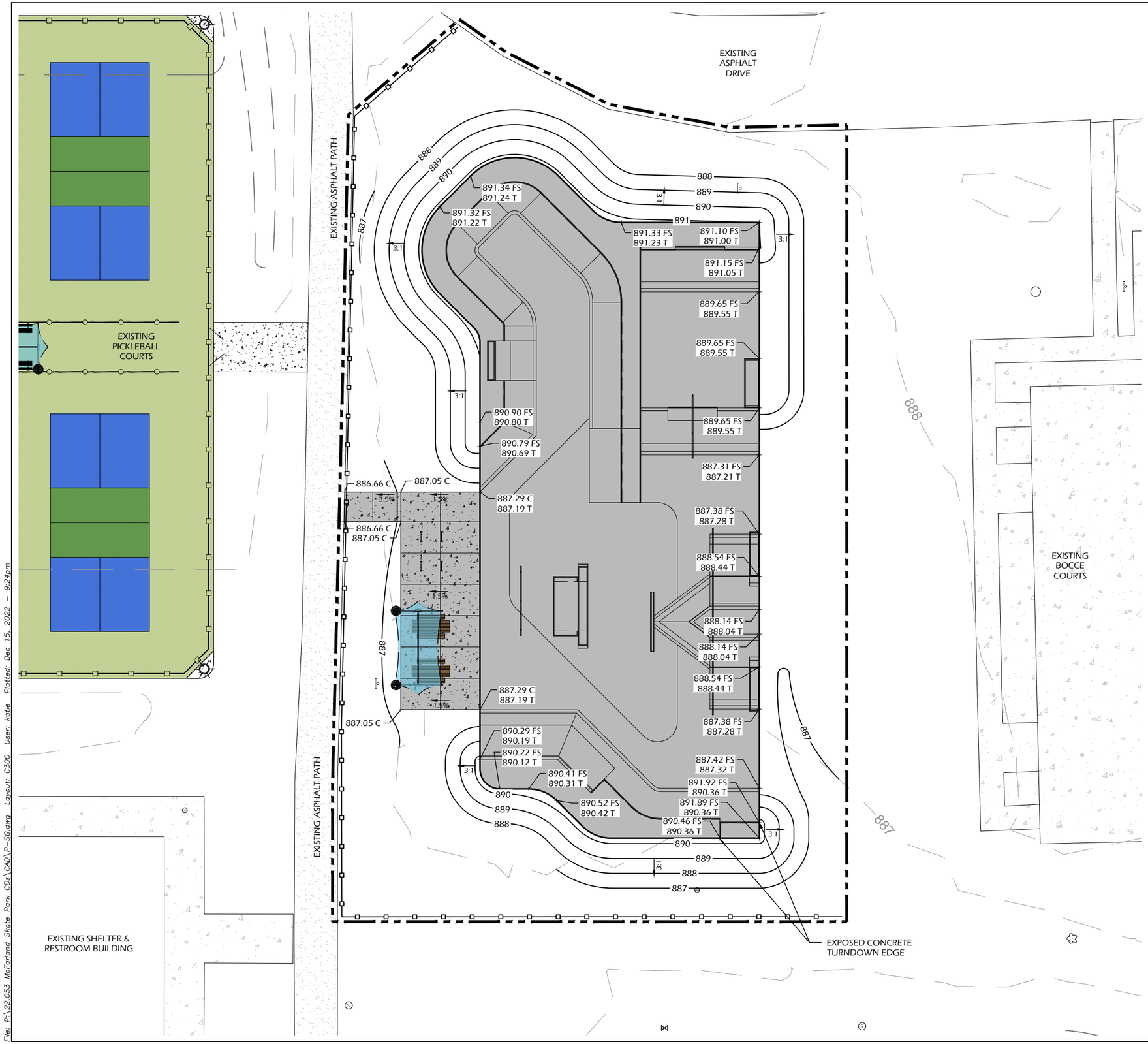

SITE GRADING NOTES

1. ALL BIDDERS SHOULD VISIT THE SITE PRIOR TO SUBMITTING A BID AND REVIEW THE EXISTING CONDITIONS OF THE SITE.
2. CONTACT DIGGER'S HOTLINE A MINIMUM OF 5 WORKING DAYS PRIOR TO THE START OF CONSTRUCTION.
3. GRADE, LINE, AND LEVEL TO BE REVIEWED IN THE FIELD BY THE OWNER OR A/E.
4. THE SITE CONTRACTOR SHALL INSTALL AND MAINTAIN ALL EROSION CONTROL ELEMENTS IN ACCORDANCE WITH THE DEPARTMENT OF NATURAL RESOURCES AND THE LOCAL GOVERNING AUTHORITY'S REGULATIONS.
5. PLACE SILT FENCE OR INLET PROTECTION AT ALL PROPOSED AND EXISTING CATCH BASINS, MANHOLES, AND INLETS FOR THE DURATION OF CONSTRUCTION.
6. ALL EXISTING STRUCTURES AND/OR UTILITIES WHICH ARE NOT SHOWN ON THESE DOCUMENTS WHICH NEED TO BE REMOVED, RELOCATED, AND OR ADJUSTED SHALL BE THE RESPONSIBILITY OF THE SITE CONTRACTOR AND INCLUDED IN THE BASE BID.
7. CONTOUR INTERVAL SHOWN REPRESENTS ONE VERTICAL FOOT AND SHALL BE CONSTRUED AS FINISH GRADE.
8. ALL HARDSCAPE SURFACES SHALL NOT EXCEED 2% RUNNING OR CROSS SLOPES UNLESS OTHERWISE INDICATED.
9. ALL TURF AREAS SHALL MAINTAIN A MINIMUM SLOPE OF 2% UNLESS OTHERWISE INDICATED.

LEGEND

- SILT FENCE/SOCK
- TRACKING PAD
- CONCRETE PAVEMENT - 5"
- TURF RESTORATION
- PROJECT LIMIT LINE

SPOT GRADE ABBREVIATIONS:

(XXX.XX)	= EXISTING GRADE
XXX.XX C	= PROPOSED CONCRETE
XXX.XX FS	= PROPOSED FINISH SURFACE
XXX.XX T	= PROPOSED TURF ELEVATION

0' 10' 20'
Sheet Size - 11x17

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SPOHN RANCH SKATEPARKS

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SITE GRADING PLAN

Revisions:

Project #: 22.053
Issued For: Review
Date: 12/15/2022

Sheet Number
C300

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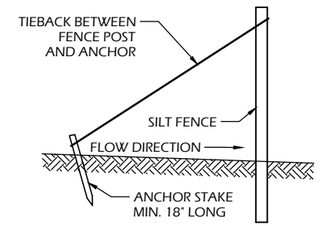
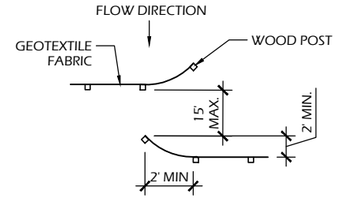
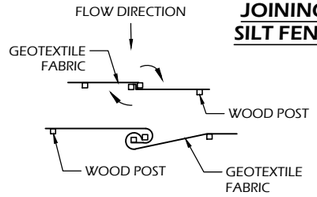


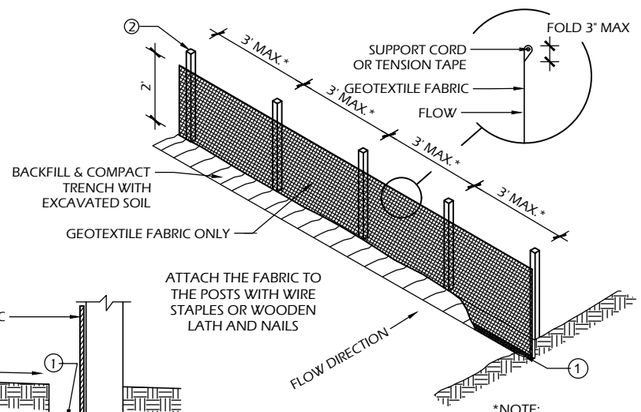
SILT FENCE TIE BACK (WHEN REQUIRED BY THE ENGINEER)



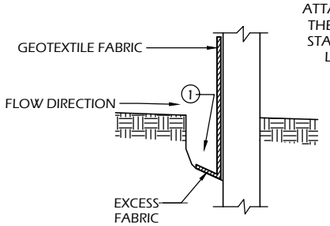
JOINING TWO LENGTHS OF SILT FENCE (HOOK METHOD)



JOINING TWO LENGTHS OF SILT FENCE (TWIST METHOD)



*NOTE:
8'-0" POST SPACING ALLOWED IF A WOVEN GEOTEXTILE FABRIC IS USED.



TRENCH DETAIL

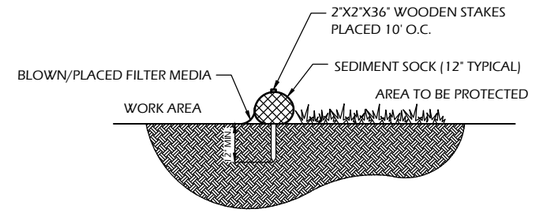
SILT FENCE

SILT FENCE GENERAL NOTES:

1. FOR MANUAL INSTALLATIONS THE TRENCH SHALL BE A MINIMUM OF 4" WIDE & 6" DEEP TO BURY AND ANCHOR THE GEOTEXTILE FABRIC. FOLD MATERIAL TO FIT TRENCH AND BACKFILL & COMPACT TRENCH WITH EXCAVATED SOIL.
2. WOOD POSTS SHALL BE A MINIMUM SIZE OF 3' LENGTH OF OAK OR HICKORY
3. ADDITIONAL POST DEPTH OR TIE BACKS MAY BE REQUIRED IN UNSTABLE SOILS
4. DETAILS OF CONSTRUCTION NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE SPECIFICATIONS.
5. 8" OF FENCE FABRIC REQUIRED BELOW GRADE IN TRENCH PER DNR TECH STD. 1056
6. MANUFACTURED ALTERNATIVES APPROVED AND LISTED ON THE WisDOT PRODUCT ACCEPTABILITY LIST (PAL) MAY BE SUBSTITUTED.
7. FINISHED SIZE, INCLUDING FLAP POCKETS WHERE REQUIRED, SHALL EXTEND A MINIMUM OF 10" AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.
8. FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2"X4".
9. EROSION CONTROL SHALL BE PROVIDED IN ACCORDANCE WITH WDNR TECHNICAL STANDARD AND TECHNICAL SPECIFICATIONS.
10. CROSS BRACE WITH 2" X 4" WOODEN FRAME OR EQUIVALENT AT TOP OF POSTS AS DIRECTED BY THE ENGINEER.
11. MINIMUM 14 GAUGE WIRE REQUIRED, FOLD FABRIC 3" OVER THE WIRE AND STAPLE OR PLACE WIRE RINGS ON 12" C.C.
12. WIRE SUPPORT FENCE SHALL BE 14 GAUGE MINIMUM WOVEN WIRE WITH A MAXIMUM MESH SPACING OF 6". SECURE TOP OF GEOTEXTILE FABRIC TO TOP OF FENCE WITH STAPLES OR WIRE RINGS AT 12" C.C. (TYPE B)
13. GEOTEXTILE FABRIC SHALL BE REINFORCED WITH AN INDUSTRIAL POLYPROPYLENE NETTING WITH A MAXIMUM MESH SPACING OF 3/4" OR EQUAL. A HEAVY DUTY NYLON TOP SUPPORT CORD OR EQUIVALENT IS REQUIRED. (TYPE A)
14. STEEL POSTS SHALL BE STUDDED "TEE" OR "U" TYPE WITH A MINIMUM WEIGHT OF 1.28 LBS./LIN. FT. (WITHOUT ANCHOR) FIN ANCHORS SUFFICIENT TO RESIST POST MOVEMENT ARE REQUIRED. WOOD POSTS SHALL BE A MINIMUM SIZE OF 1 1/8" X 1 1/8" OF OAK OR HICKORY.
15. CONSTRUCT SILT FENCE FROM A CONTINUOUS ROLL, IF POSSIBLE, BY CUTTING LENGTHS TO AVOID JOINTS. IF A JOINT IS NECESSARY, USE ONE OF THE FOLLOWING TWO METHODS: A.) TWIST METHOD – OVERLAP THE END POSTS AND TWIST, OR ROTATE, AT LEAST 180 DEGREES, B:) HOOK METHOD – HOOK THE END OF EACH SILT FENCE LENGTH.

2 C900 SILT FENCE OR SEDIMENT SOCK

SCALE: NTS



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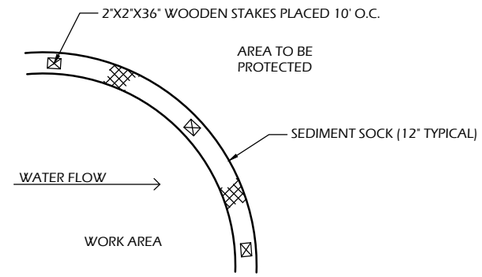

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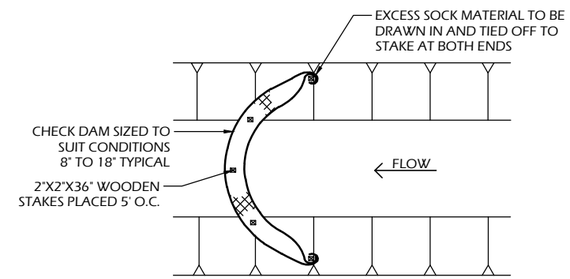
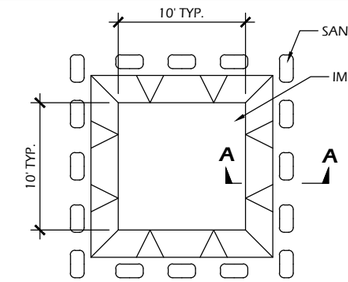


SEDIMENT SOCK NOTES:

1. ALL MATERIAL TO MEET SPECIFICATIONS.
2. SEDIMENT SHOULD BE REMOVED FROM BEHIND CHECK DAM ONCE THE ACCUMULATED HEIGHT HAS REACHED ½ THE HEIGHT OF THE CHECK DAM.
3. CHECK DAM CAN BE DIRECT SEEDED AT THE TIME OF INSTALLATION.
4. FILTER MEDIA FILL TO MEET APPLICATION REQUIREMENTS.
5. COMPOST MATERIAL TO BE DISPERSED ON SITE. AS DETERMINED BY ENGINEER.

SEDIMENT SOCK



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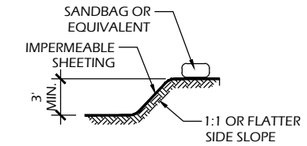
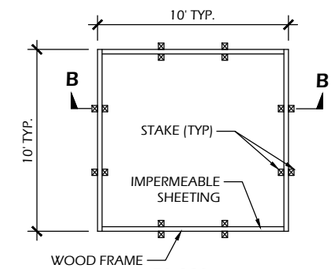


SECTION A-A

EXCAVATED WASHOUT STRUCTURE



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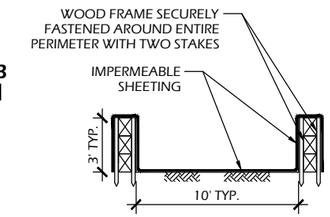
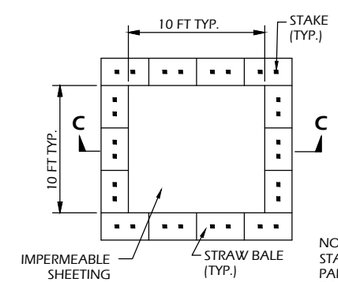


SECTION B-B

WASHOUT STRUCTURE WITH WOOD PLANKS



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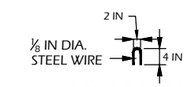
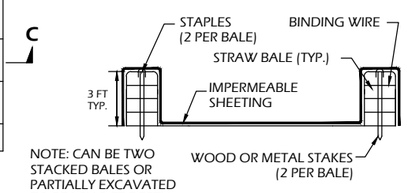


STAPLE DETAIL



NOTE: CAN BE TWO STACKED BALES OR PARTIALLY EXCAVATED TO REACH 3 FT DEPTH

SECTION C-C

WASHOUT STRUCTURE WITH STRAW BALES

CONSTRUCTION SPECIFICATIONS

1. TEMPORARY CONCRETE WASHOUT STRUCTURE SHALL BE USED TO WASH DOWN CONCRETE TRUCK CHUTES AND OTHER EQUIPMENT AFTER USE TO PREVENT WASHDOWN WATER FROM POLLUTING THE SITE.
2. LOCATE WASHOUT STRUCTURE A MINIMUM OF 50 FEET AWAY FROM OPEN CHANNELS, STORM DRAIN INLETS, SENSITIVE AREAS, WETLANDS, BUFFERS AND WATER COURSES AND AWAY FROM CONSTRUCTION TRAFFIC.
3. SIZE WASHOUT STRUCTURE FOR VOLUME NECESSARY TO CONTAIN WASH WATER AND SOLIDS AND MAINTAIN AT LEAST 4 INCHES OF FREEBOARD. TYPICAL DIMENSIONS ARE 10 FEET X 10 FEET X 3 FEET DEEP.
4. PREPARE SOIL BASE FREE OF ROCKS OR OTHER DEBRIS THAT MAY CAUSE TEARS OR HOLES IN THE LINER. FOR LINER, USE 10 MIL OR THICKER UV RESISTANT, IMPERMEABLE SHEETING, FREE OF HOLES AND TEARS OR OTHER DEFECTS THAT COMPROMISE IMPERMEABILITY OF THE MATERIAL.
5. PROVIDE A SIGN FOR THE WASHOUT IN CLOSE PROXIMITY TO THE FACILITY.
6. KEEP CONCRETE WASHOUT STRUCTURE WATER TIGHT. REPLACE IMPERMEABLE LINER IF DAMAGED (E.G., RIPPED OR PUNCTURED). EMPTY OR REPLACE WASHOUT STRUCTURE THAT IS 75 PERCENT FULL, AND DISPOSE OF ACCUMULATED MATERIAL PROPERLY. DO NOT REUSE PLASTIC LINER. WET-VACUUM STORED LIQUIDS THAT HAVE NOT EVAPORATED AND DISPOSE OF IN AN APPROVED MANNER. PRIOR TO FORECASTED RAINSTORMS, REMOVE LIQUIDS OR COVER STRUCTURE TO PREVENT OVERFLOWS. REMOVE HARDENED SOLIDS, WHOLE OR BROKEN UP, FOR DISPOSAL OR RECYCLING. MAINTAIN RUNOFF DIVERSION AROUND EXCAVATED WASHOUT STRUCTURE UNTIL STRUCTURE IS REMOVED.

1 C900 CONCRETE WASHOUT STRUCTURE (TEMP)

SCALE: NTS

Sheet Size - 11x17

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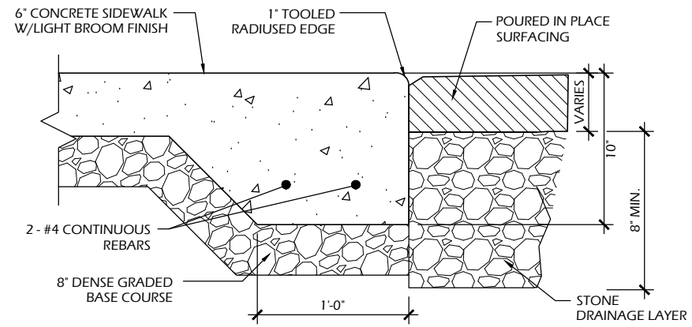
Sheet Title: CONSTRUCTION DETAILS

Revisions:

Project #: 22.053
Issued For: Review
Date: 12/15/2022

Sheet Number
C900

File: P:\22.053 McFarland Skate Park CDs\CAD\P-D.dwg Layout: C900 User: Blake Theisen Plotted: Dec 15, 2022 – 6:19pm

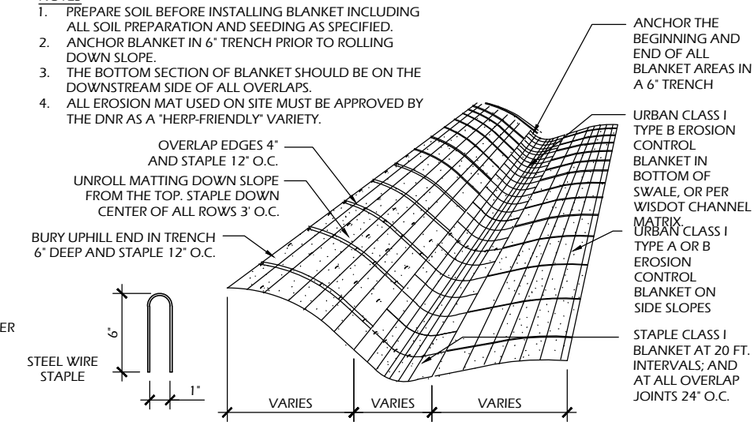


GENERAL NOTES:
1. PROVIDE 1/4" PER FOOT CROSS SLOPE ACROSS WALK
2. NO MESH REQUIRED
3. PROVIDE TOOLED JOINTS @ +/- 5'-0" O.C. U.N.O.

5 / C901 THICKENED EDGE SIDEWALK

SCALE: NTS

NOTES
1. PREPARE SOIL BEFORE INSTALLING BLANKET INCLUDING ALL SOIL PREPARATION AND SEEDING AS SPECIFIED.
2. ANCHOR BLANKET IN 6" TRENCH PRIOR TO ROLLING DOWN SLOPE.
3. THE BOTTOM SECTION OF BLANKET SHOULD BE ON THE DOWNSTREAM SIDE OF ALL OVERLAPS.
4. ALL EROSION MAT USED ON SITE MUST BE APPROVED BY THE DNR AS A "HERP-FRIENDLY" VARIETY.



2 / C901 EROSION MAT

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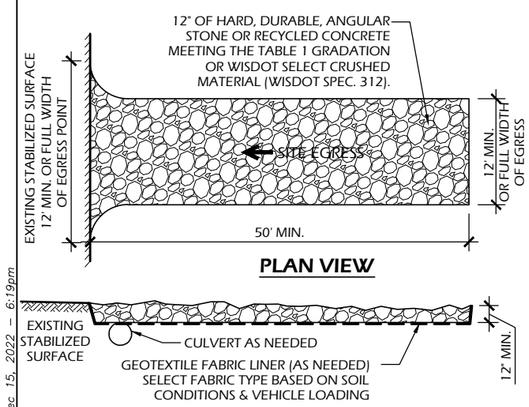
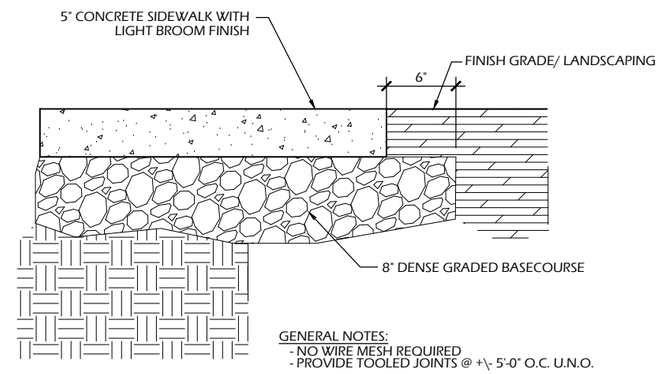


TABLE 1 AGGREGATE GRADATION	
SIEVE SIZE	PERCENT PASSING BY WEIGHT
3"	100
2 1/2"	90 - 100
1 1/2"	25 - 60
3/4"	0 - 20
3/8"	0 - 5

OPERATION & MAINTENANCE:
1. MONITOR TRACKING PADS FOR COMPACTION, SOIL DEPOSITS, AND MIXING OF UNDERLYING SOILS AND STONE LAYERS.
2. MAINTAIN A LOOSENED, ROUGH SURFACE BY SCRAPING, LOOSENING, OR TOP-DRESSING WITH ADDITIONAL AGGREGATE.
3. REPLACE GEOTEXTILE AND STONE IF LESS-INTENSIVE MAINTENANCE EFFORTS FAIL TO REESTABLISH EFFECTIVENESS.
4. ADD STONE AS NEEDED TO MAINTAIN THE MINIMUM PAD THICKNESS.
5. REPLACE DAMAGED OR CRUSHED CULVERTS UNDER TRACKING PAD.

7 / C901 STONE TRACKING PAD

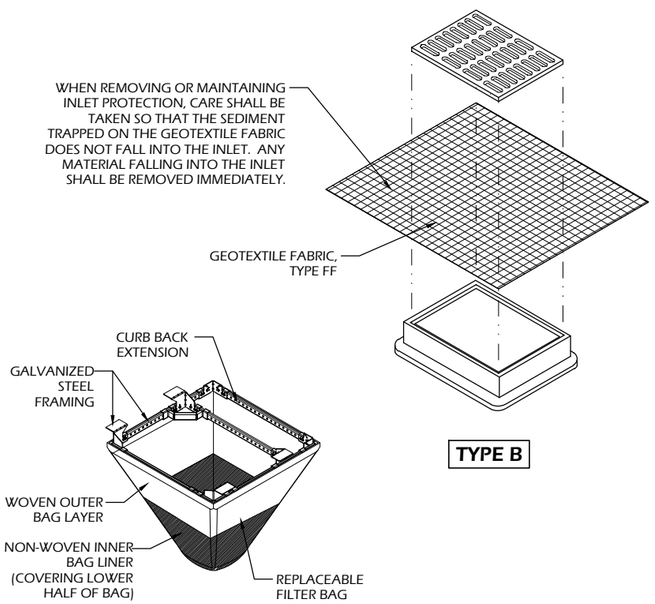
SCALE: NTS



GENERAL NOTES:
- NO WIRE MESH REQUIRED
- PROVIDE TOOLED JOINTS @ +\- 5'-0" O.C. U.N.O.

4 / C901 CONCRETE PAVEMENT - 5"

SCALE: NTS

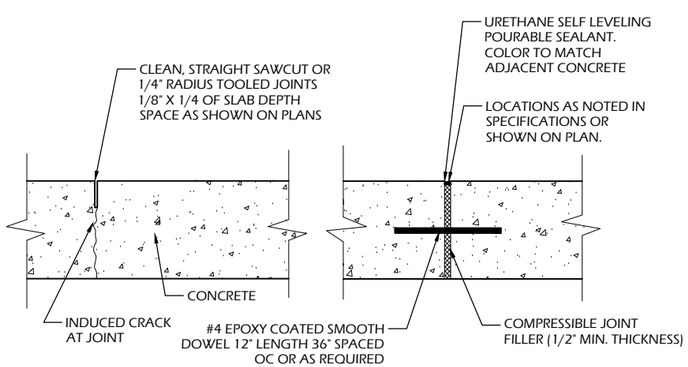


INLET PROTECTION NOTES:

1. INSTALL PER WDNR STORM WATER CONSTRUCTION TECHNICAL STANDARD 1060.
2. RIGID FRAME INLET PROTECTION SHALL BE USED ON ALL STRUCTURES, TYPE B MAY BE USED IN ATYPICAL STRUCTURES SUCH AS STAND PIPES OR INLETS TOO SHALLOW TO ACCEPT RIGID FRAME UNITS.
3. ROUTINELY INSPECT FOR INTEGRITY AND NEEDED MAINTENANCE.
4. EMPTY SEDIMENT WHEN THE BAG IS HALF FULL OR SEDIMENT IS WITHIN 6 INCHES OF THE OVERFLOW HOLES, OR AS DIRECTED BY THE OWNER OR A/E.
5. IMMEDIATELY REMOVE ANY SEDIMENT FALLING INTO THE INLET DURING MAINTENANCE ACTIVITIES.
6. INLET PROTECTION SHALL BE REMOVED AFTER THE SITE HAS ACHIEVED 80% STABILIZATION OR AT THE END OF THE PROJECT.

1 / C901 INLET PROTECTION - RIGID FRAME & TYPE B

SCALE: NTS



GENERAL NOTES:
- SAWCUT ALL JOINTS FOR PLAZA AREA
- OVERCUTS SHALL NOT BE ACCEPTED
- PROVIDE JOINTS PER JOINTING PLAN
- DOWEL BETWEEN ALL SEPARATE POURS
- ALL JOINTS SHALL BE STRAIGHT AND CONTINUOUS

6 / C901 CONCRETE JOINTS

SCALE: NTS

3 / C901 NOT USED

SCALE: NTS

Sheet Size - 11x17

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SPOHN RANCH SKATEPARKS

Project Name:
WILLIAM MCFARLAND PARK PHASE 1B: SKATEPARK
4802 Marsh Road
McFarland, WI 53558

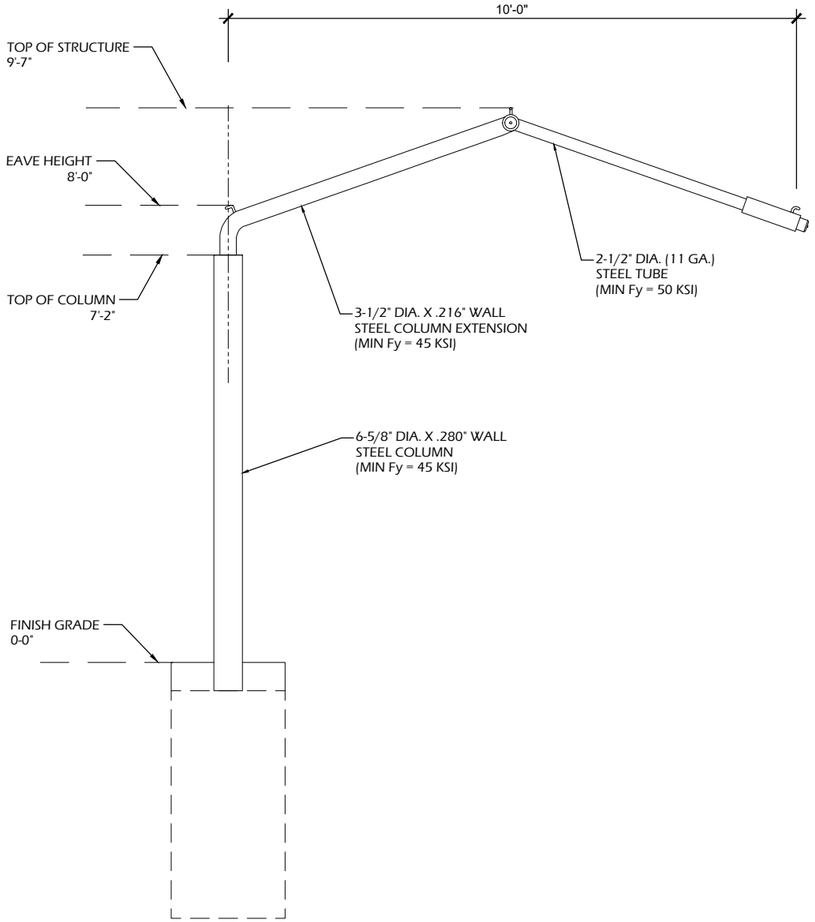
Sheet Title:
CONSTRUCTION DETAILS

Revisions:

Project #: 22.053
Issued For: Review
Date: 12/15/2022

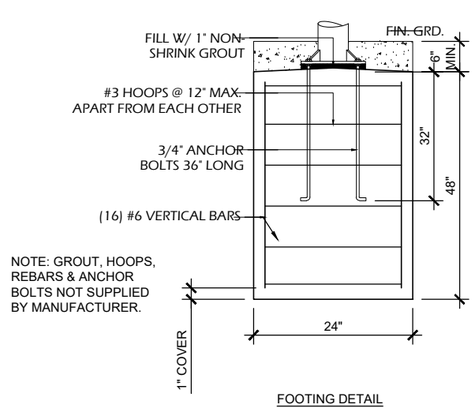
Sheet Number
C901

File: P:\22.053 McFarland Skate Park CDs\CAD\P-D.dwg Layout: C901 User: Blake Theisen Plotted: Dec 15, 2022 - 6:19pm

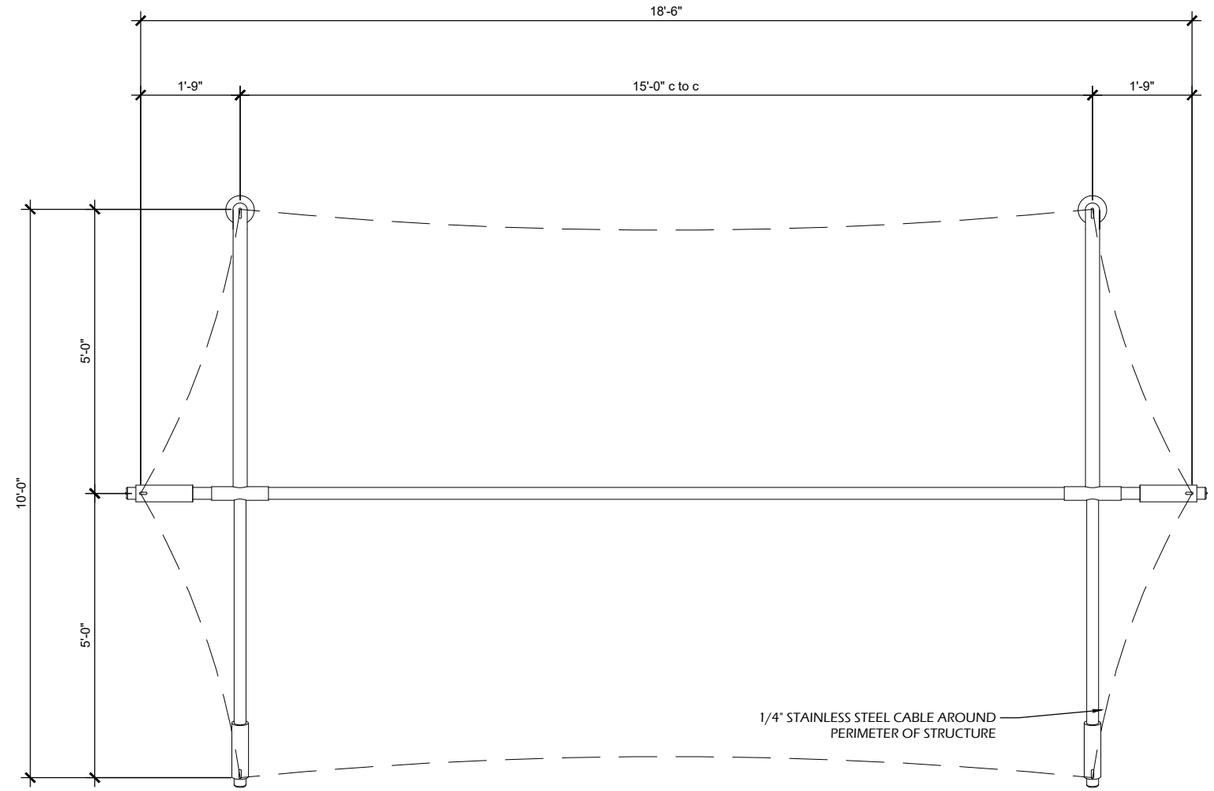


ELEVATION VIEW

NOTE: FOOTING DIMENSIONS SHOWN SHALL BE USED FOR BID ESTIMATING ONLY. CONTRACTOR SHALL SUBMIT ENGINEER SEALED DRAWINGS AND CALCULATIONS FOR SHADE STRUCTURES AND FOOTINGS. FINAL FOOTING DIMENSIONS WILL VARY.



FOOTING DETAIL



PLAN VIEW

NOTES:
1. 'SHADE SYSTEMS' MODEL SW101508 OR EQUAL.
2. ALL FASTENERS SHALL BE STAINLESS STEEL.
3. ASSEMBLE AND PLACE PER MANUFACTURER RECOMMENDATIONS.
4. IF MANUFACTURER RECOMMENDATIONS DIFFER FROM THIS DETAIL, MANUFACTURER RECOMMENDATIONS SHALL PREVAIL.
5. CONTRACTOR SHALL SUBMIT ENGINEER SEALED DRAWINGS AND CALCULATIONS FOR SHADE STRUCTURES AND FOOTINGS.

1 / C902 **SHADE STRUCTURE**

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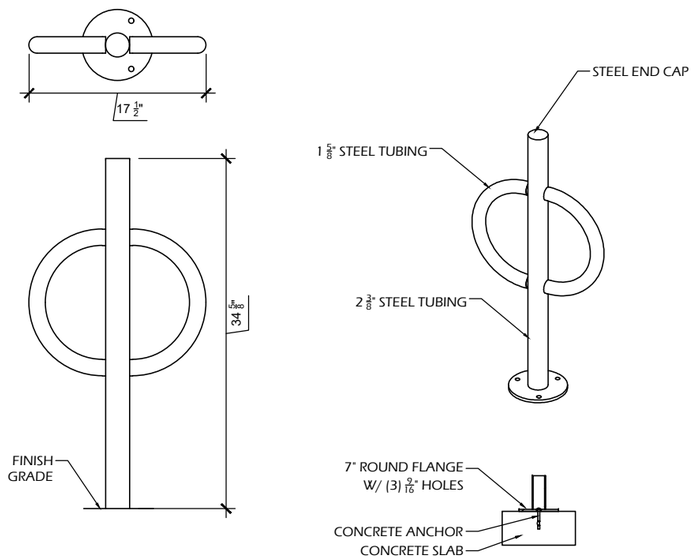
Revisions:

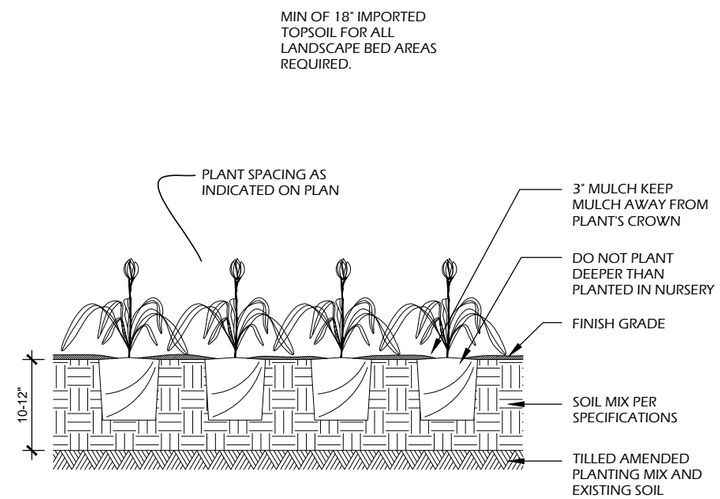
Project #: 22.053
Issued For: Review
Date: 12/15/2022

Sheet Number
C902

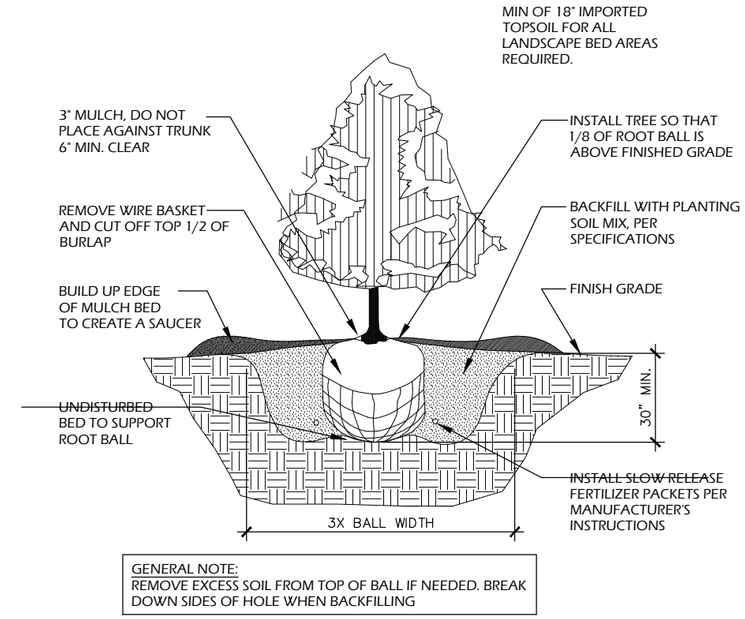
File: P:\22.053 McFarland Skate Park CDs\CAD\P-D.dwg Layout: C902 User: Blake Theisen Plotted: Dec 15, 2022 - 9:26pm



6 BIKE RACK
C903 SCALE: NTS

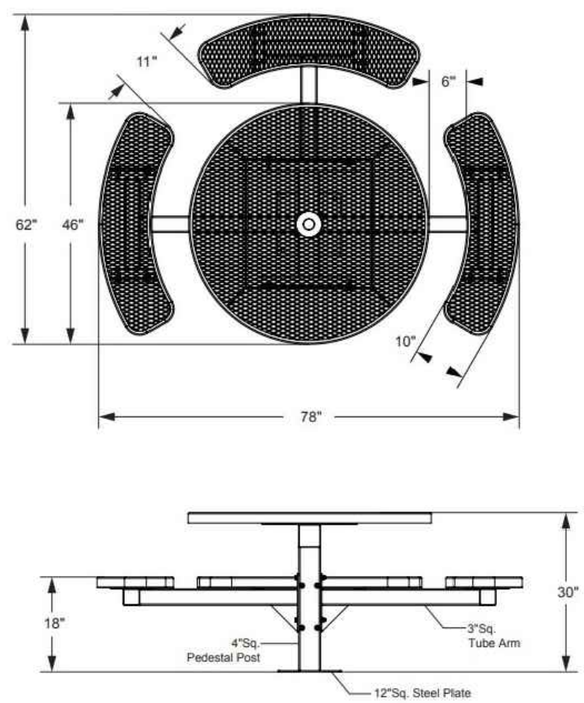


4 PLUG AND PERENNIAL PLANTING
C903 SCALE: NTS



GENERAL NOTE:
REMOVE EXCESS SOIL FROM TOP OF BALL IF NEEDED. BREAK DOWN SIDES OF HOLE WHEN BACKFILLING

2 B&B EVERGREEN PLANTING
C903 SCALE: NTS



5 PICNIC TABLE
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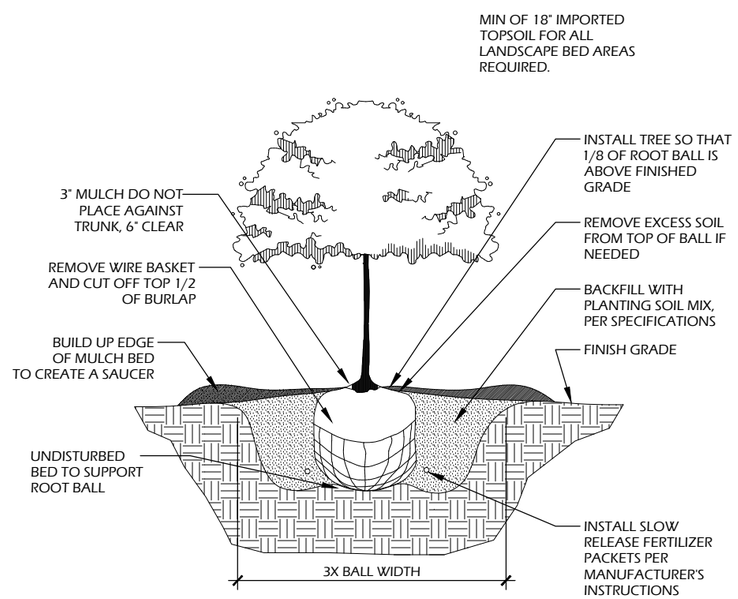
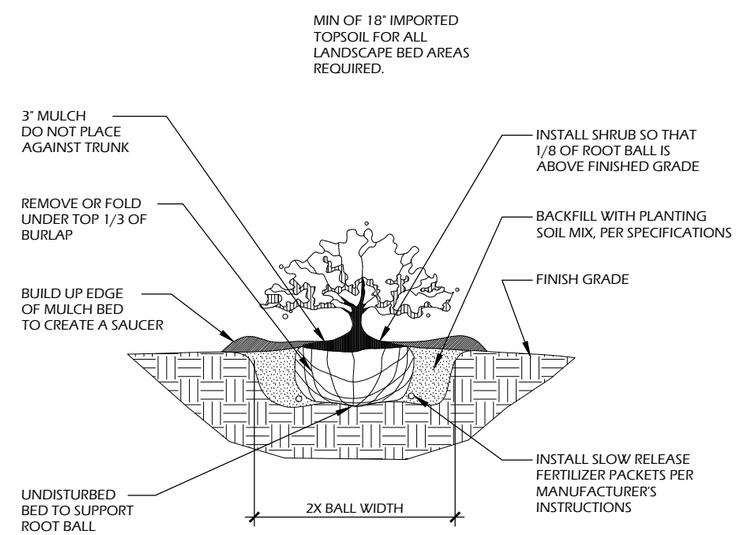


GENERAL NOTE:
1. WRAP TRUNK OF SHADE TREES IN PARKING LOT AREAS.
2. BREAK DOWN SIDES OF HOLE WHEN BACKFILLING.

3 B&B TREE PLANTING
C903 SCALE: NTS



1 B&B SHRUB PLANTING
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Sheet Number
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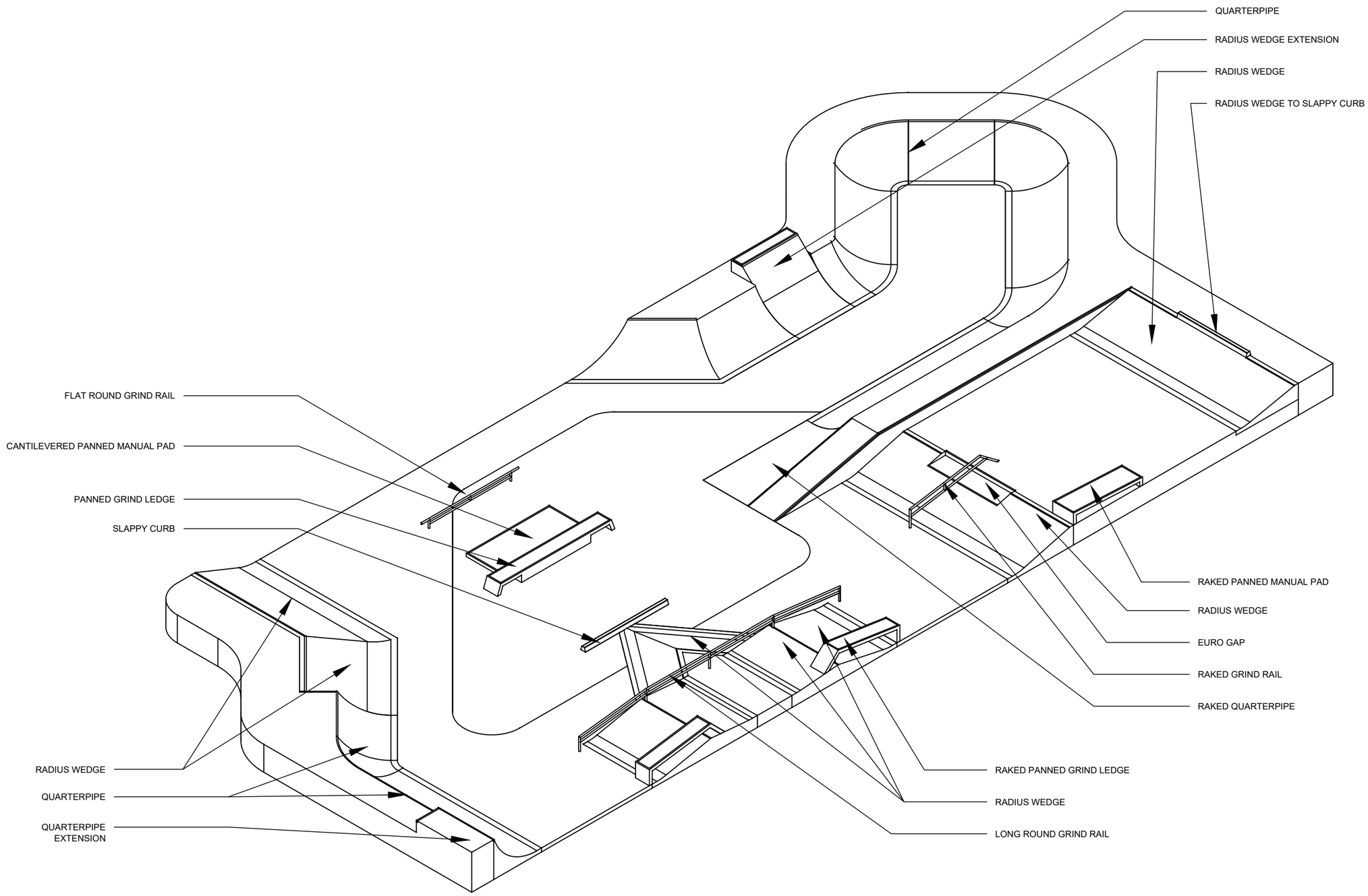
File: P:\22.053 McFarland Skate Park CDs\CAD\P-D.dwg Layout: C903 User: Blake Theisen Plotted: Dec 15, 2022 - 9:57pm



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SPOHN RANCH SKATEPARKS

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Sheet Title:
3D PERSPECTIVE

Revisions:

Project #: 22.053
Issued For: Review
Date: 12/16/2022

Sheet Number
SK1.0

File: G:\My Drive\skatepark projects\mcfarland, wi\CAD\Sheets\3D Perspective.dwg Layout: SK1.0 User: zachm Plotted: Dec 16, 2022 – 1:31pm

GENERAL NOTES

DESIGN CRITERIA

1. THESE GENERAL NOTES APPLY UNLESS NOTED OTHERWISE ON CONSTRUCTION DRAWINGS.

2. COMPLY WITH CURRENT LOCAL BUILDING CODE EXCEPT AS NOTED HEREIN.

3. TESTING SERVICES: OWNER TO BEAR ALL ASSOCIATED COSTS FOR TESTING SERVICES. COORDINATE THE FOLLOWING TESTING WITH THE OWNER SELECTED TESTING AGENCY (IF REQUIRED BY THE PROJECT SPECIFICATIONS):

   A. MATERIAL EVALUATIONS TESTS FOR CONCRETE MIX, AGGREGATE BASE, SUBGRADE, AND STRUCTURAL FILL.

   B. INSPECTION OF STRUCTURAL FILL PLACEMENT AND COMPACTION.

   C. INSPECTION OF FINAL SUBGRADE.

   D. BASE MATERIAL COMPACTION TEST FOR EVERY 2500 S.F. OF CONCRETE FLATWORK IN SKATEPARK AREA TO ENSURE 95% COMPACTION IN ACCORDANCE WITH CIVIL ENGINEERING SPECIFICATIONS AND TESTING AGENCY RECOMMENDATIONS.

SHOP DRAWINGS

1. THE SHOP DRAWING REVIEW IS INTENDED TO HELP THE SKATEPARK DESIGNER VERIFY THEIR DESIGN CONCEPT. THIS REVIEW IS ONLY FOR GENERAL CONFORMANCE WITH THE DESIGN CONCEPT AND DOES NOT RELIEVE THE CONTRACTOR FROM COMPLIANCE WITH DESIGN DRAWINGS & SPECIFICATIONS, WHICH HAVE A PRIORITY OVER SHOP DRAWINGS. CONTRACTOR IS RESPONSIBLE FOR CONFIRMED & CORRELATED DIMENSIONS, FABRICATION PROCESSES, MEANS, METHODS, TECHNIQUES, SAFETY, AND COORDINATION OF THE WORK WITH OTHER TRADES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CHECK THE ACCURACY OF HIS OWN SHOP DRAWINGS AND THOSE OF HIS SUBCONTRACTORS, PRIOR TO SUBMITTAL.

2. THE SHOP DRAWINGS WILL BE RETURNED FOR RESUBMITTAL IF A CURSORY REVIEW SHOWS MAJOR ERRORS WHICH SHOULD HAVE BEEN FOUND BY THE CONTRACTOR'S CHECKING. ALL SHOP DRAWINGS SHALL INCLUDE PLAN LAYOUTS SHOWING LOCATIONS OF ITEMS DETAILED ON THE SHOP DRAWINGS. ANY CHANGES, SUBSTITUTIONS, OR DEVIATIONS FROM THE CONTRACT DOCUMENTS SHALL BE CLOUDED ON SHOP DRAWINGS. ANY OF THE CHANGES WHICH ARE NOT CLOUDED OR FLAGGED BY SUBMITTING PARTIES, SHALL NOT BE CONSIDERED REVIEWED AFTER SKATEPARK DESIGNER'S REVIEW UNLESS NOTED ACCORDINGLY.

3. ANY RESUBMITTAL OF A DETAIL SHEET WITH CHANGED INFORMATION SHALL BE ACCOMPANIED BY LOCATION PLAN IDENTIFYING THE MEMBERS INVOLVED, AND CLOUDING AROUND CHANGED INFORMATION.

4. ANY ENGINEERING SUBMITTED FOR REVIEW SHALL BE APPROPRIATELY SEALED. FULL RESPONSIBILITY OF SUCH ENGINEERING RESTS WITH THE PERSON SEALING THE DESIGN.

EARTHWORK

1. ESTABLISH AND MAINTAIN REQUIRED LINES AND GRADE ELEVATIONS.

2. REMOVE UPPER FOUR TO SIX INCHES OR MORE OF TOPSOILS CONTAINING SURFICIAL VEGETATION, GRASS, ROOTS, AND ORGANIC MATERIAL FROM WITHIN AND TO A POINT AT LEAST FIVE FEET BEYOND THE BUILDING LINES/SKATEPARK LIMITS. THESE SOILS ARE GENERALLY NOT CONSIDERED SUITABLE FOR RE-USE AS STRUCTURAL FILL AND SHOULD BE STOCKPILED IN DESIGNATED AREAS BEYOND THE CONSTRUCTION LIMITS, OR REMOVED FROM THE SITE. COORDINATE STOCKPILE LOCATION WITH OWNER. IF REMOVED FROM SITE, DISPOSE OF IN A LEGAL MANNER.

3. COMPACT THE EXPOSED SUBGRADE ACROSS THE SITE TO ESTABLISH A FIRM AND UNYIELDING SURFACE. UNDER SUPERVISION OF CITY PROVIDED GEOTECHNICAL ENGINEER, PROOF-ROLL EXPOSED SUBGRADES WITH CONSTRUCTION EQUIPMENT TO ASSIST IN THE EVALUATION OF THE SUBGRADES ACROSS THE SITE. IF UNSTABLE AREAS ARE DETECTED, AN INITIAL ATTEMPT SHOULD BE MADE TO AERATE (12 INCHES MIN.) AND DENSIFY THE SUBGRADE BY RECOMPACTION WHERE NATURAL MOISTURE CONTENTS ARE AT APPROPRIATE LEVELS. IF THIS PROCEEDURE IS INEFFECTIVE, THE DISTURBED SOILS SHOULD BE UNDERCUT AND REPLACED WITH CLEAN FILL AND/OR STABILIZING MATERIALS. COMPACT TO AT LEAST 90% OF THE MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D698 STANDARD PROCTOR METHOD. FILL AND CONSOLIDATE DEPRESSED AREAS. A FIRM, NON-YIELDING SUBGRADE SHOULD BE ESTABLISHED PRIOR TO PROCEEDING WITH FILL PLACEMENT.

4. SOIL COMPACTION SHALL BE ACHIEVED BY MEANS OF PNEUMATIC TIRE ROLLERS, HOE PACKS, RIDE-ON DRUM ROLLER OR OTHER MECHANICAL TAMPERS (PLATE, RAMMER, OR WALK BEHIND ROLLER).

5. PROVIDE STRUCTURAL FILL AS REQUIRED TO MEET PROPOSED SUBGRADE ELEVATIONS IN ACCORDANCE WITH GRADING PLAN.

6. BUILD UP SUBGRADE USING STOCKPILED MATERIAL AND/OR APPROVED MATERIAL WITH LOW PLASTICITY. THE FILL SHOULD BE PLACED IN LIFTS THIN ENOUGH TO ATTAIN THE SPECIFIED COMPACTION LEVEL THROUGHOUT THE ENTIRE LIFT THICKNESS. PRIOR TO COMPACTION, MOISTURE CONDITION AS NEEDED. COMPACT EACH LIFT TO AT LEAST 90 PERCENT OF ASTM D698.

7. THE EARTHWORK SHALL BE DONE UNDER SUPERVISION OF A SOILS ENGINEER RETAINED BY THE OWNER (IF REQUIRED BY THE PROJECT), WHO SHALL VERIFY ABOVE SPECIFICATIONS FOR THE SUPPORT OF SLAB ON GRADE AND FOR THE CONTROL OF SOIL SWELLING. FIELD DENSITY TESTS TO DETERMINE THE LEVEL OF COMPACTION BEING ACHIEVED IN THE FILL SHALL BE PERFORMED ON EACH LIFT AT THE BEGINNING OF FILL PLACEMENT AND AT A FREQUENCY MUTUALLY AGREED UPON BY THE PROJECT TEAM FOR THE REMAINDER OF THE PROJECT.

8. EXCAVATION AND COMPACTION OF FILL SHALL EXTEND TO MINIMUM 2' FEET BEYOND SKATE PARK FOOTPRINT.

10. PROCEED WITH SUB-BASE AS REQUIRED ONLY AFTER NONCONFORMING CONDITIONS HAVE BEEN CORRECTED AND SUBGRADE HAS BEEN INSPECTED. A FIRM, NON-YIELDING SUBGRADE SHOULD BE ESTABLISHED PRIOR TO BASE COURSE PLACEMENT.

11. PROVIDE THE SPECIFIED DEPTH OF COMPACTED AGGREGATE BASE MATERIAL IF REQUIRED. COMPACT AGGREGATE BASE TO 90% OF THE MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D698 STANDARD PROCTOR METHOD IF REQUIRED.

12. PROCEED WITH CONCRETE ONLY AFTER NONCONFORMING CONDITIONS HAVE BEEN CORRECTED, SUBGRADE HAS BEEN INSPECTED, AND FORMWORK AND FIELD MOCK-UPS HAVE BEEN REVIEWED.

13. A SOILS REPORT DOES NOT EXIST FOR THIS PROJECT. OWNER SHALL RETAIN A SOILS ENGINEER IF SO REQUIRED BY THE PROJECT, TO VERIFY EXCAVATIONS FOR ASSUMED ALLOWABLE SOIL BEARING, LOW SETTLEMENT AND SWELL POTENTIAL, AND TO MAKE ANY ADDITIONAL RECOMMENDATIONS.

FORMS

1. FORM MATERIALS: PLYWOOD, METAL, METAL-FRAMED PLYWOOD, OR OTHER APPROVED PANEL-TYPE MATERIALS FREE FROM DEFECTS AND DISTORTION, AND TO PROVIDE FULL-DEPTH, CONTINUOUS, STRAIGHT, SMOOTH EXPOSED SURFACES.

2. USE FLEXIBLE OR CURVED FORMS AS REQUIRED TO PROVIDE VERTICAL AND HORIZONTAL RADII AS INDICATED IN THE DRAWINGS.

3. PROVIDE 2" NOMINAL THICKNESS, SURFACED PLANK WOOD FORMS FOR STRAIGHT SECTIONS. USE FLEXIBLE METAL, 1" LUMBER, OR PLYWOOD FORMS FOR RADIUS BENDS. DO NOT OVERLAP FORMS, CREATING AN OFFSET FINISHED EDGE.

4. FORM-RELEASE AGENT: COMMERCIALLY FORMULATED FORM-RELEASE AGENT THAT WILL NOT BOND WITH, STAIN, OR ADVERSELY AFFECT CONCRETE SURFACES AND WILL NOT IMPAIR SUBSEQUENT TREATMENTS OF CONCRETE SURFACES.

5. EDGE FORMS AND SCREED CONSTRUCTION

   A. SET, BRACE, AND SECURE EDGE FORMS, BULKHEADS, AND INTERMEDIATE SCREED GUIDES FOR PAVEMENT TO REQUIRED LINES, GRADES, AND ELEVATIONS. INSTALL FORMS TO ALLOW CONTINUOUS PROGRESS OF WORK.

   B. CLEAN FORMS AFTER EACH USE AND COAT WITH FORM RELEASE AGENT TO ENSURE SEPARATION FROM CONCRETE WITHOUT DAMAGE.

REINFORCING

1. ALL REINFORCING STEEL SHALL CONFORM TO ASTM A-615 GRADE 60. FOR REINFORCING THAT IS TO BE WELDED, CONFORM TO ASTM A706 GRADE 60. USE ASTM A-108 GRADE 60 FOR ALL WELDED ANCHORS.

2. JOINT DOWEL BARS: PLAIN STEEL DOWELS, ASTM A 615/A 615M, GRADE 60. CUT BARS TRUE TO LENGTH WITH ENDS SQUARE AND FREE OF BURRS.

3. SLIP DOWEL SLEEVES ARE ACCEPTABLE, SUCH AS SPEED DOWELS BY GREENSTREAK, INC., OR APPROVED EQUAL.

4. BAR SUPPORTS: BOLSTERS, CHAIRS, SPACERS AND OTHER DEVICES FOR SPACING, SUPPORTING, AND FASTENING REINFORCEMENTS BARS, AND DOWELS IN PLACE. MANUFACTURE BAR SUPPORTS ACCORDING TO CRSI'S "MANUAL OF STANDARD PRACTICE" FROM STEEL WIRE, PLASTIC, OR PRECAST CONCRETE OR FIBER-REINFORCED CONCRETE OF GREATER COMPRESSIVE STRENGTH THAN CONCRETE.

5. ALL REINFORCING BARS TO BE DEFORMED. CLEAR CONCRETE COVERAGES TO ANY REINFORCING INCLUDING TIES ARE AS FOLLOWS:

   A. 2" FORMED CONCRETE EXPOSED TO EARTH OR WEATHER.

   B. 1" SLABS AND JOISTS NOT EXPOSED TO WEATHER.

   C. 1-1/2" ALL OTHER.

6. SMALLER CLEARANCES PERMISSIBLE FOR PRECAST OR PRESTRESSED.

7. TENSION LAP SPLICES IN CONCRETE: UNLESS NOTED OTHERWISE, PROVIDE THE FOLLOWING:

   A. #3, 9"; #4, 12". 30X DIAMETER FOR TOP BARS

8. MINIMUM CLEAR COVER FOR SPLICED REINFORCING IS GREATER THAN ONE BAR DIAMETER, AND MINIMUM CLEAR SPACING IS GREATER THAN TWO BAR DIAMETERS. SPLICE BOTTOM BAR OVER SUPPORTS AND TOP BAR AT MIDSPAN ONLY. WHERE BARS ARE SHOWN SPLICED, THEY MAY RUN CONTINUOUS AT CONTRACTOR'S OPTION.

CONCRETE

1. PROVIDE MIX DESIGNS THAT WILL MEET THE MINIMUM REQUIREMENTS LISTED HEREIN:

   A. MINIMUM 28-DAY STRENGTH: 4000 PSI

   B. TYPE I/II CEMENT

   C. SMALL TO MEDIUM AGGREGATE (1" MAX.)

   D. WATER/CEMENT RATIO OF .45 OR LESS

   E. MIX DESIGNS CONTAINING FLY ASH: THE AMOUNT OF FLY ASH USED SHALL NOT EXCEED 20% BY WEIGHT OF THE COMBINED WEIGHT OF FLY ASH PLUS CEMENT.

   F. AIR ENTRAINMENT NOT TO EXCEED 3%.

2. DO NOT INSTALL CONCRETE WORK OVER SATURATED, MUDDY, OR FROZEN SUBGRADE.

3. PROTECT ADJACENT WORK AND PROVIDE TEMPORARY BARRICADES AS REQUIRED FOR PROTECTION OF PROJECT WORK AND PUBLIC SAFETY.

4. MECHANICALLY VIBRATE ALL CONCRETE FLATWORK WHEN PLACED, EXCEPT THAT SLABS ON GRADE AND SLABS ON DECK NEED TO BE VIBRATED ONLY AROUND EMBEDDED ITEMS.

5. CONCRETE CYLINDERS SHALL BE TAKEN AND TESTED PER THE ACI CODE, WHEN REQUIRED BY THE PROJECT. FREQUENCY= 1 SET OF CYLINDERS PER 50 CY'S PLACED. OWNER TO BEAR ALL COSTS.

6. ALL REINFORCING, INCLUDING DOWELS AND ANCHOR BOLTS, SHALL BE SECURELY TIED IN LOCATION BEFORE PLACING CONCRETE OR GROUT. DOWELS WILL NOT BE ALLOWED TO BE "STABBED" IN.

7. IN AN EFFORT TO CONTROL SHRINKAGE AND QUALITY, FLATWORK/FLOORS SHOULD BE PLACED IN SECTIONS OF 25 CY'S OR LESS.

8. CONDUITS, PIPES, AND SLEEVES EMBEDDED IN CONCRETE SHALL CONFORM TO THE REQUIREMENTS OF ACI 6.3.

CONCRETE PLACEMENT

1. CONSOLIDATE CONCRETE BY MECHANICAL VIBRATING EQUIPMENT SUPPLEMENTED BY HAND-SPADING, RODDING OR TAMPING. USE EQUIPMENT AND PROCEDURES TO CONSOLIDATE CONCRETE ACCORDING TO RECOMMENDATIONS IN ACI 309R.

   A. CONSOLIDATE CONCRETE ALONG FACE OF FORMS AND ADJACENT TO TRANSVERSE JOINTS WITH AN INTERNAL VIBRATOR. KEEP VIBRATOR AWAY FROM JOINT ASSEMBLIES, REINFORCEMENT, OR SIDE FORMS. USE ONLY SQUARE-FACED SHOVELS FOR HAND-SPREADING AND CONSOLIDATION. CONSOLIDATE WITH CARE TO PREVENT DISLOCATING REINFORCEMENT, DOWELS, AND JOINT DEVICES.

2. COLD WEATHER PLACEMENT: COMPLY WITH ACI 306.1 AND AS FOLLOWS. PROTECT CONCRETE WORK FROM PHYSICAL DAMAGE OR REDUCED STRENGTH THAT COULD BE CAUSED BY FROST, FREEZING ACTIONS, OR LOW TEMPERATURES.

   A. WHEN AIR TEMPERATURE HAS FALLEN TO OR IS EXPECTED TO FALL BELOW 40 DEG F, UNIFORMLY HEAT WATER AND AGGREGATES BEFORE MIXING TO OBTAIN A CONCRETE MIXTURE TEMPERATURE OF NOT LESS THAN 50 DEG F AT POINT OF PLACEMENT.

   B. DO NOT USE FROZEN MATERIALS OR MATERIALS CONTAINING ICE OR SNOW.

   C. DO NOT USE CALCIUM CHLORIDE, SALT, OR OTHER MATERIALS CONTAINING ANTIFREEZE AGENTS OR CHEMICAL ACCELERATORS, UNLESS OTHERWISE SPECIFIED AND APPROVED IN MIX DESIGNS.

3. HOT-WEATHER PLACEMENT: PLACE CONCRETE ACCORDING TO RECOMMENDATION IN ACI 305R AND AS FOLLOWS WHEN HOT-WEATHER CONDITIONS EXIST:

   A. COOL INGREDIENTS BEFORE MIXING TO MAINTAIN CONCRETE TEMPERATURE AT TIME OF PLACEMENT BELOW 100 DEG FAHRENHEIT. CHILLED MIXING WATER OR CHOPPED ICE MAY BE USED TO CONTROL TEMPERATURE, PROVIDED WATER EQUIVALENT OF ICE IS CALCULATED TO TOTAL AMOUNT OF MIXING WATER. USING LIQUID NITROGEN TO COOL CONCRETE IS CONTRACTORS OPTION.

   B. FOG-SPRAY FORMS, REINFORCEMENT STEEL, AND SUBGRADE JUST BEFORE PLACING CONCRETE. KEEP SUBGRADE MOISTURE UNIFORM WITHOUT STANDING WATER, SOFT SPOTS, OR DRY AREAS.

4. **FINISH: ALL EXPOSED CONCRETE SURFACES ARE TO BE HARD STEEL TROWEL FINISH UNLESS OTHERWISE NOTED. TROWEL UNTIL ALL VISIBLE PORES ARE CLOSED. CEASE TROWELING BEFORE SURFACE BECOMES GLOSSY. DO NOT BROOM FINISH AND DO NOT TROWEL BURN SURFACE.**
   a. ALL EDGE TOOLING SHOULD BE 1/8 INCH RADIUS UNLESS OTHERWISE SPECIFIED.

5. COLOR: ALL CONCRETE SURFACES ARE TO BE NATURAL GRAY COLOR UNLESS OTHERWISE NOTED. MINOR VARIATIONS IN APPEARANCE OF COLORED CONCRETE, WHICH ARE SIMILAR TO NATURAL VARIATIONS IN COLOR AND APPEARANCE OF UNCOLORED CONCRETE, ARE ACCEPTABLE. DO NOT BROOM FINISH AND DO NOT TROWEL BURN SURFACE.

CONCRETE PROTECTION AND CURING

1. GENERAL: PROTECT FRESHLY PLACED CONCRETE FROM PREMATURE DRYING AND EXCESSIVE COLD OR HOT TEMPERATURES. COMPLY WITH ACI 306.1 FOR COLD-WEATHER PROTECTION AND FOLLOW RECOMMENDATIONS IN ACI 305R FOR HOT-WEATHER PROTECTION DURING CURING. KEEP MOIST FOR NECESSARY AMOUNT OF TIME TO REACH CONCRETE STRENGTH AND INHIBIT MOISTURE LOSS AFTER PLACING.

2. EVAPORATION RETARDANT: WATERBORNE, MONOMOLECULAR FILM FORMING, MANUFACTURED FOR APPLICATION TO FRESH CONCRETE, SUCH AS EUCOBAR EVAPORATION RETARDANT BY THE EUCLID CHEMICAL COMPANY. APPLY EVAPORATION RETARDANT TO CONCRETE SURFACES IF HOT, DRY, OR WINDY CONDITIONS CAUSE MOISTURE LOSS BEFORE AND DURING FINISHING OPERATIONS. APPLY TO EXPOSED SURFACE OF CONCRETE ACCORDING TO MANUFACTURERS WRITTEN INSTRUCTIONS AS NECESSARY.

3. BEGIN CURING AFTER FINISHING CONCRETE, BUT NOT BEFORE FREE WATER HAS DISAPPEARED FROM CONCRETE SURFACE.

4. CURING METHODS: CURE CONCRETE BY CURING COMPOUND, MOISTURE CURING, MOISTURE-RETAINING-COVER CURING, OR A COMBINATION OF THESE AS FOLLOWS:

   A. CURING COMPOUND: MEET REQUIREMENTS OF MANUFACTURER'S CURRENT PRINTED APPLICATION INSTRUCTIONS AND COVERAGE RATE CHART. FOR HORIZONTAL APPLICATIONS, IMMEDIATELY APPLY AFTER ALL SURFACE WATER HAS DISAPPEARED AND THE CONCRETE SURFACE IS HARD ENOUGH TO WALK ON. FOR VERTICAL APPLICATIONS, APPLY IMMEDIATELY AFTER REMOVING THE CONCRETE FORMS. APPLY IN A UNIFORM AND CONTINUOUS MANNER. AVOID OVER-APPLICATION OR PUDDLING OF CURING COMPOUND. PROTECT SURFACE FROM WATER, ADJACENT SHOTCRETE WORK, AND DEBRIS.

   B. MOISTURE CURING: KEEP SURFACES CONTINUOUSLY MOIST FOR NOT LESS THAN SEVEN DAYS WITH THE FOLLOWING MATERIALS:
      - WATER.
      - CONTINUOUS WATER-FOG SPRAY.
      - ABSORPTIVE COVER, WATER SATURATED, AND KEPT CONTINUOUSLY WET. COVER CONCRETE SURFACES AND EDGES, OVERLAP SEAMS MIN. 6" BETWEEN ADJACENT ABSORPTIVE COVERS.

   C. MOISTURE-RETAINING-COVER CURING: COVER CONCRETE SURFACES WITH MOISTURE-RETAINING COVER FOR CURING CONCRETE, PLACED IN WIDEST PRACTICABLE WIDTH, WITH SIDES AND ENDS LAPPED AT LEAST 6 INCHES.

CURING MATERIALS

1. ABSORPTIVE COVER:
   AASHTO M 182, CLASS 2, BURLAP CLOTH MADE FROM JUTE OR KENAF, WEIGHING APPROXIMATELY 9OZ./SQ. YD. DRY.

2. MOISTURE-RETAINING COVER:
   ASTM C 171, POLYETHYLENE FILM OR WHITE BURLAP-POLYETHYLENE SHEET (BUR LENE).

3. WATER: POTABLE.

4. CURING COMPOUND: ASTM C-309, CLEAR, WATER-BASED, NO VOLATILE, NON-STAINING, MEMBRANE-FORMING, COMPATIBLE WITH SUBSEQUENT CONCRETE TREATMENTS. ACCEPTABLE PRODUCT: W.R. MEADOWS 1100-CLEAR, OR APPROVED EQUAL.

JOINT MATERIALS

1 EXPANSION AND ISOLATION JOINT FILLER STRIPS: EXPANSION JOINT MATERIALS SHALL BE FLEXIBLE POLYETHYLENE CLOSED CELL FOAM OR SIMILAR AND SUPPLIED BY CONCRETE CONTRACTOR. DECK-O-FOAM OR EQUIVALENT.

2 EXPANSION JOINT SEALANT: SIKAFLEX - 1A NS TG POLYURETHANE ELASTOMERIC SEALANT, OR APPROVED EQUAL. COLOR OF CAULK SHOULD RESEMBLE NATURAL COLOR OF CONCRETE (ALUMINUM GRAY OR LIMESTONE).

3 SAW CUT JOINT SEALANT: SIKAFLEX-1C SL HIGH PERFORMANCE, SELF-LEVELING, 1-PART POLYURETHANE SEALANT, OR APPROVED EQUAL. COLOR OF CAULK SHOULD RESEMBLE NATURAL COLOR OF CONCRETE (ALUMINUM GRAY OR LIMESTONE)

JOINTS

1. GENERAL: CONSTRUCT CONSTRUCTION, ISOLATION, AND CONTRACTION JOINTS AND TOOL EDGINGS TRUE TO LINE WITH FACES PERPENDICULAR TO SURFACE PLANE OF CONCRETE. CONSTRUCT TRANSVERSE JOINTS AT RIGHT ANGLES TO CENTERLINE, UNLESS OTHERWISE INDICATED.

2. EXPANSION JOINTS: FORM EXPANSION JOINTS OF SPECIFIED JOINT-FILLER STRIPS WHERE INDICATED

   A. LOCATE EXPANSION JOINTS AS INDICATED ON DRAWINGS.

   B. EXTEND JOINT FILLERS FULL WIDTH AND DEPTH OF JOINT.

3. INSTALL DOWEL BARS AND SUPPORT ASSEMBLIES AT JOINTS WHERE INDICATED. LUBRICATE OR ASPHALT-COAT ONE-HALF DOWEL LENGTH TO PREVENT CONCRETE BONDING TO ONE SIDE OF JOINT.

4. CONTROL JOINTS: FORM WEAKENED-PLANE JOINTS, SECTIONING CONCRETE INTO AREAS AS INDICATED. CONSTRUCT CONTROL JOINTS FOR A DEPTH AS INDICATED IN THE DRAWINGS (GENERALLY 1/3 OF THE PAVEMENT THICKNESS), AS FOLLOWS:

   A. SAWED JOINTS: FORM CONTROL JOINTS WITH POWER SAWS EQUIPPED WITH SHATTERPROOF ABRASIVE OR DIAMOND-RIMMED BLADES. CUT 1/8 INCH WIDE JOINTS INTO CONCRETE WHEN CUTTING ACTION WILL NOT TEAR, ABRADE, OR OTHERWISE DAMAGE SURFACE AN BEFORE DEVELOPING RANDOM CONTRACTION CRACKS. EARLY SAW CUTS ARE APPROXIMATELY 1 INCH DEEP, REGARDLESS OF PAVEMENT THICKNESS. REFER TO CONTROL JOINT GUIDE DRAWING OF PLAN SET IF APPLICABLE.

   B. IF SKATEPARK PROJECT DESIGN UTILIZES POURED STEPS, CONTROL JOINTS MUST BE CUT 3 - 4 FEET FROM THE EDGE OF THE TOP STEP.

5. POST CURE DETAIL WORK (AS NEEDED): GRIND SMOOTH ANY INCONSISTENCIES IN THE FINISH OR HIGH SPOTS BETWEEN POURS.

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SPECIFICATIONS

Revisions:

Project #: 22.053
Issued For: Review
Date: 12/16/2022

Sheet Number
SK2.0

File: G:\My Drive\skatepark projects\mcfarland, wi\CAD\Sheets\Specifications.dwg Layout: SK2.0 User: zachm Plotted: Dec 16, 2022 – 1:31pm

METALS

1. FURNISH MATERIALS AND PERFORM LABOR REQUIRED TO EXECUTE THIS WORK AS INDICATED ON THE DRAWINGS, AS SPECIFIED, AND AS NECESSARY TO COMPLETE THE CONTRACT, INCLUDING, BUT NOT LIMITED TO BOWL STEEL COPING, LEDGE STEEL EDGING, HANDRAILS, AND GRIND RAILS.

2. USING SKILLED WORKERS, FORM AND FABRICATE ITEMS OF WORK AS INDICATED AND AS REQUIRED TO MEET INSTALLATION CONDITIONS. MAKE PROVISIONS TO CONNECT WITH OR RECEIVE THE WORK OF OTHER TRADES.

3. USE MATERIALS OF SIZE AND THICKNESS SHOWN OR, IF NOT SHOWN, OF REQUIRED SIZE AND THICKNESS TO PRODUCE STRENGTH AND DURABILITY IN THE FINISHED PRODUCT.

4. UNLESS OTHERWISE INDICATED, WELD OR BOLT CONNECTIONS BETWEEN MEMBERS. WHERE POSSIBLE, CONCEAL CONNECTIONS ON THE FINISHED WORK. FIT OR MITER EXPOSED JOINTS TO HAIRLINE TOLERANCE OR USE WELDED JOINTS. ON FINISHED SURFACES, GRIND ALL WELDS SMOOTH AND FLUSH WITH BASE METAL.

5. WELD CONNECTIONS WHICH ARE NOT TO BE LEFT AS EXPOSED JOINTS, BUT CANNOT BE SHOP WELDED BECAUSE OF SHIPPING SIZE LIMITATIONS.

6. CAP ALL EXPOSED TUBE OR PIPE ENDS. USE SIZE AND THICKNESS OF MATERIAL SHOWN. PROPERLY FIT AND WELD CAP AT JOINT, GRIND WELD SMOOTH AND FLUSH WITH BASE METAL.

7. BEND PIPE OR TUBING WITHOUT COLLAPSING OR DEFORMING THE WALLS, SO AS TO PRODUCE A SMOOTH UNIFORM CURVED SECTION AND MAINTAIN UNIFORM SECTIONAL SHAPE.

8. WHERE ITEMS ARE TO BE IMBEDDED IN CONCRETE OR MASONRY, PROVIDE WELDED-ON ANCHORS OR LUGS AS INDICATED OR REQUIRED.

9. PROVIDE TEMPORARY BRACING OR ANCHORS IN FORMWORK FOR ITEMS WHICH ARE TO BE BUILT INTO CONCRETE OR SIMILAR CONSTRUCTION.

10. FASTENING TO IN-PLACE CONSTRUCTION: PROVIDE ANCHORING DEVICES AND FASTENERS WHERE NECESSARY FOR SECURING MISCELLANEOUS METAL FABRICATIONS TO IN-PLACE CONSTRUCTION INCLUDING THREADED FASTENERS FOR CONCRETE INSERTS, OR OTHER CONNECTORS AS REQUIRED.

11. GALVANIZING REPAIR--USE A HIGH ZINC DUST CONTENT PAINT FOR RE-GALVANIZING WELDS IN GALVANIZED STEEL. HOT GALVANIZED SOLDER IS ALSO ACCEPTABLE. USE RUST-OLEUM COLD GALVANIZING COMPOUND SPRAY, OR SIMILAR.

12. ALL WELDING SHALL CONFORM TO REQUIREMENTS OF AWS STANDARDS. ALL WELDING SHALL BE SHIELDED METAL ARC WELDING. WELDS IN FINISH WORK SHALL BE FILLED OUT FLUSH, GROUND AND DISTRESSED.

13. ASTM A-36 FOR C, MC, ANGLES, AND PLATES.

14. ASTM A-53 GRADE B OR A-500 GRADE B OR A-501 GRADE B FOR STEEL PIPES.

15. ASTM A-123 STANDARD SPECIFICATION FOR ZINC (HOT-DIP GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS

16. ASTM A-780 STANDARD PRACTICE FOR REPAIR OF DAMAGED AND UNCOATED AREAS OF HOT-DIP GALVANIZED COATINGS.

SUPPLEMENTARY NOTES

1. THESE CONTRACT DOCUMENTS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY TO PROTECT THE IMPROVEMENTS, WORKERS, AND OTHER PERSONS DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO, MEANS AND METHODS, BRACING, SHORING, FORMS, SCAFFOLDING, GUYING OR OTHER MEANS TO AVOID EXCESSIVE STRESSES AND TO HOLD ELEMENTS IN PLACE DURING CONSTRUCTION. OBSERVATION VISITS TO THE SITE BY THE ENGINEER SHALL NOT INCLUDE INSPECTION OF THE ABOVE ITEMS.

2. OPTIONS AND SUBSTITUTIONS (APPROVED BY OWNER/SKATEPARK DESIGNER/ARCHITECT) ARE FOR CONTRACTOR'S CONVENIENCE. CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING ALL CHANGES AND ADDITIONAL COSTS NECESSARY AND SHALL COORDINATE ALL DETAILS WITH SKATEPARK DESIGNER THROUGH PRIME CONTRACTOR.

3. ANY ENGINEERING DESIGN PROVIDED BY CONTRACTOR OR OTHERS AND SUBMITTED FOR REVIEW SHALL BE WET SIGNED AND STAMPED BY AN INSURED REGISTERED STRUCTURAL OR CIVIL ENGINEER LICENSED IN THE STATE OF WHICH THE PROJECT IS LOCATED, IF REQUIRED BY CITY OR COUNTY.

4. UNLESS NOTED OTHERWISE, DETAILS ON CONSTRUCTION DRAWINGS ARE TYPICAL AS INDICATED BY CUTS, REFERENCES, OR TITLES. ALL DETAILS SHOWN SHALL BE IMPORTED INTO THE PROJECT AT ALL APPROPRIATE LOCATIONS, WHETHER SPECIFICALLY INDICATED OR NOT. TYPICAL DETAILS MAY OR MAY NOT BE REFERENCED ON THE DOCUMENTS, BUT SHALL APPLY AT ALL LOCATIONS, UNLESS NOTED OTHERWISE. WHERE NO DETAIL CUTS ARE SHOWN, CONSTRUCTION SHALL CONFORM TO SIMILAR WORK SHOWN ELSEWHERE ON THE PROJECT. FOR BIDDING PURPOSES, WHERE ANY SHOWN MEMBER OR STRUCTURAL ELEMENT IS NOT SIZED ON THE DOCUMENTS, THE LARGEST SIMILAR MEMBER USED IN THE PROJECT SHALL BE UTILIZED.

5. ALL DIMENSIONS AND ELEVATIONS SHOWN ON CONSTRUCTION DRAWINGS SHALL BE VERIFIED WITH ARCHITECTURAL DRAWINGS (IF REQUIRED BY THE PROJECT). RESOLVE ALL DISCREPANCIES WITH SKATEPARK DESIGNER AND PRIME CONTRACTOR PRIOR TO START OF CONSTRUCTION. DO NOT SCALE DRAWINGS.

6. CONTRACTOR SHALL ESTABLISH AND VERIFY IN FIELD ALL EXISTING CONDITIONS AFFECTING NEW CONSTRUCTION. CONTACT SKATEPARK DESIGNER AND PRIME CONTRACTOR IMMEDIATELY IF EXISTING CONDITIONS ARE NOT AS DEPICTED IN DRAWINGS.

7. ***SKATE FEATURE DESIGN AND LAYOUT ARE THE RESPONSIBILITY OF THE SKATEPARK DESIGNER.**

PAVEMENT TOLERANCES

4. CONTRACTOR MUST ACHIEVE POSITIVE DRAINAGE FOR ALL SURFACES WITHIN THE SKATEPARK AREA WHENEVER POSSIBLE.

REPAIRS AND PROTECTION

1. REMOVE AND REPLACE CONCRETE PAVEMENT THAT IS BROKEN, DAMAGED, OR DEFECTIVE, OR DOES NOT MEET REQUIREMENTS IN THIS SECTION. THE CONTRACTOR SHALL FIX ALL CRACKS AND DISPLACEMENTS LARGER THAN 3/16" UP TO THE PROJECT COMPLETION.

2. PROTECT CONCRETE FROM DAMAGE. EXCLUDE TRAFFIC FROM PAVEMENT FOR AT LEAST 14 DAYS AFTER PLACEMENT. WHEN CONSTRUCTION TRAFFIC IS PERMITTED, MAINTAIN PAVEMENT AS CLEAN AS POSSIBLE BY REMOVING SURFACE STAINS AND SPILLAGE OF MATERIALS AS THEY OCCUR.

3. MAINTAIN CONCRETE PAVEMENT OF FREE STAINS, DISCOLORATION, DIRT, AND OTHER FOREIGN MATERIAL.

SHOTCRETE SPECIFICATIONS

PART 1- GENERAL

1.1 SUMMARY

A. SPECIALTY CONSTRUCTION:

A.A. DESCRIPTION: SHOTCRETE APPLICATION, CUTTING, SCULPTING AND FINISH WORK HAS BEEN DEEMED AS SPECIALTY CONSTRUCTION WORK WITHIN THE CONSTRUCTION DOCUMENTS. ALL WORK RELATED TO THE SPECIALTY CONSTRUCTION SHALL BE COORDINATED BY THE PROJECT ENGINEER, AND THE PRE-QUALIFIED SPECIALTY CONTRACTOR, PRIOR TO THE START OF CONSTRUCTION.

1.2 QUALITY ASSURANCE

A. STANDARDS: COMPLY WITH THE REQUIREMENTS OF THE CURRENT EDITION OF THE FOLLOWING CODES AND STANDARDS, EXCEPT AS HEREIN MODIFIED:

A.A. AMERICAN CONCRETE INSTITUTE (ACI): 506, CHAPTER 13, WET METHOD. CHAPTER 5, SHOTCRETE CREW

A.B. ASTM: "AMERICAN SOCIETY FOR TESTING MATERIALS"

1.3 REFERENCE STANDARDS

A. ACI 305- RECOMMENDED PRACTICE FOR HOT WEATHER CONCRETING.

B. ACI 306- RECOMMENDED PRACTICE FOR COLD WEATHER CONCRETING.

C. ASTM C33- CONCRETE AGGREGATES

D. ASTM C94- READY-MIXED CONCRETE

E. ASTM C143- TEST FOR SLUMP OF PORTLAND CEMENT CONCRETE

F. ASTM C150- PORTLAND CEMENT

G. ASTM C260- AIR-ENTRAINING ADMIXTURES FOR CONCRETE

H. ASTM C494- CHEMICAL ADMIXTURES FOR CONCRETE

I. ASTM C618- FLY ASH AND RAW OR CALCINED NATURAL POZZOLANS FOR USE IN PORTLAND CEMENT CONCRETE.

1.4 JOB CONDITIONS

A. COORDINATION:

A.A. COORDINATE SCHEDULES OF CONCRETE WORK TO ALLOW ADEQUATE TIME FOR INSTALLATION OF OTHER RELATED WORK.

A.B. VERIFY THAT ANCHOR BOLTS AND OTHER EMBEDDED STEEL ITEMS TO BE CAST INTO CONCRETE ARE PROPERLY PLACED.

A.C. COORDINATE EARTHWORK AND SOILS REPORT RECOMMENDATIONS WITH PLACEMENT REQUIREMENTS.

A.D. COORDINATE WITH FORM-WORK AND FINISHES SECTIONS TO PROVIDE FINISH FLOORLEVELNESS AND FLATNESS AS SPECIFIED HEREIN. SLOPE TO DRAINS AT GRADES AND PERCENT SLOPE SHOWN IN THE CONSTRUCTION DRAWINGS.

PART 2- SHOTCRETE WORK

2.1 SHOTCRETE MIX DESIGN

A. PROVIDE MIX DESIGNS THAT WILL MEET THE MINIMUM REQUIREMENTS LISTED HEREIN:

A.A. MINIMUM 28-DAY STRENGTH: 4000 PSI

A.B. TYPE I/II CEMENT

A.C. SMALL AGGREGATE (1/2" MAX.)

A.D. WATER/CEMENT RATIO OF .45 OR LESS

A.E. AIR ENTRAINMENT NOT TO EXCEED 3%

B. MIX DESIGNS FOR SHOTCRETE CONTAINING FLY ASH: THE AMOUNT OF FLY ASH USED SHALL NOT EXCEED 20% BY WEIGHT OF THE COMBINED WEIGHT OF FLY ASH PLUS CEMENT.

2.2 CONCRETE APPLICATION EQUIPMENT

A. FOR WET MIX SHOTCRETE:

A.A. MIXING EQUIPMENT: CAPABLE OF THOROUGHLY MIXING AGGREGATE, CEMENT AND WATER IN SUFFICIENT QUANTITY TO MAINTAIN CONTINUOUS PLACEMENT.

A.B. AIR SUPPLY: CLEAN AIR ADEQUATE FOR MAINTAINING SUFFICIENT NOZZLE VELOCITY FOR PARTS OF WORK, AND FOR SIMULTANEOUS OPERATION OF BLOW PIPE FOR CLEANING AWAY REBOUND.

A.C. DELIVERY EQUIPMENT: CAPABLE OF DISCHARGING AGGREGATE-CEMENT-WATER MIXTURE ACCURATELY, UNIFORMLY, AND CONTINUOUSLY THROUGH DELIVERY HOSE.

PART 3- EXECUTION

3.1 INSPECTION

A. EXAMINATION: EXAMINE CONCRETE FORMWORK AND VERIFY THAT IT IS TRUE TO LINE AND DIMENSION, ADEQUATELY BRACED AGAINST VIBRATION, AND CONSTRUCTED TO PERMIT ESCAPE OF AIR AND REBOUND BUT TO PREVENT LEAKAGE DURING SHOTCRETING. CORRECT DEFICIENCIES.

B. NOTIFICATION: NOTIFY OTHER TRADES INVOLVED IN AMPLE TIME TO PERMIT THE PROPER INSTALLATION OF THEIR WORK. COOPERATE IN SETTING SUCH WORK.

C. EXISTING SURFACES: EXAMINE EXISTING CONCRETE SURFACES FOR UNSOUND MATERIAL. CORRECT DEFICIENCIES.

3.2 PREPARATION FOR INSTALLATION OF CONCRETE

A. FORMS: USE A FORM-COATING MATERIAL ON REMOVABLE FORMS TO PREVENT ABSORPTION OF MOISTURE AND TO PREVENT BOND WITH SHOTCRETE.

3.3 CONCRETE BATCHING AND MIXING

A. PROPORTIONS: MIX PROPORTIONS SHALL BE CONTROLLED BY WEIGHT BATCHING.

B. SCHEDULING: CONCRETE SHALL NOT EXCEED A TEMPERATURE OF 100 DEGREES FAHRENHEIT AT TIME OF PLACEMENT UNLESS PRE-APPROVED BY THE PROJECT ENGINEER.

3.4 CONCRETE PLACEMENT

A. PLACEMENT: USE SUITABLE DELIVERY EQUIPMENT AND PROCEDURES THAT WILL RESULT IN SHOTCRETE IN PLACE MEETING THE REQUIREMENTS OF THIS SPECIFICATION. DETERMINE OPERATING PROCEDURES FOR PLACEMENT IN, EXTENDED DISTANCES, AND AROUND ANY OBSTRUCTIONS WHERE PLACEMENT VELOCITIES AND MIX CONSISTENCY MUST BE ADJUSTED.

B. PLACEMENT TECHNIQUES:

B.A. CONTROL THICKNESS, METHOD OF SUPPORT, AIR PRESSURE, AND/OR WATER CONTENT OF SHOTCRETE TO PRECLUDE SAGGING OR SLOUGHING OFF. DISCONTINUE SHOTCRETING OR PROVIDE SUITABLE MEANS TO SCREEN THE NOZZLE STREAM IF WIND OR AIR CURRENTS CAUSE SEPARATION OF THE NOZZLE STREAM DURING PLACEMENT.

B.B. HOLD NOZZLE AS PERPENDICULAR TO SURFACE AS WORK WILL PERMIT, TO SECURE MAXIMUM COMPACTION WITH MINIMUM REBOUND.

B.C. IN SHOTCRETING WALLS, BEGIN APPLICATION AT BOTTOM. ENSURE WORK DOES NOT SAG.

B.D. LAYERING:

B.D.A. BUILD UP LAYERS BY MAKING SEVERAL PASSES OF NOZZLE OVER WORK AREA.

B.D.B. MAKE SURE SURFACE IS ADEQUATELY ROUGH TO WHICH, AFTER HARDENING, ADDITIONAL LAYERS OF SHOTCRETE ARE TO BE BONDED.

B.D.C. DAMPEN SURFACE (ACHIEVE SATURATED SURFACE DRY (SSD) CONDITION) JUST PRIOR TO APPLICATION OF SUCCEEDING LAYERS.

B.D.D. ALLOW EACH LAYER OF SHOTCRETE TO TAKE INITIAL SET BEFORE APPLYING SUCCEEDING LAYERS.

B.D.E. USE RADIAL TEMPLATES TO INSURE EXACT RADII FROM FLAT BOTTOM OF BOWL/PIPE TO FACE OF COPING. TEMPLATE SHALL BE FABRICATED FROM STEEL OR 3/4" MINIMUM PLYWOOD. CHECK EVERY HORIZONTAL FOOT WHEN APPLYING SHOTCRETE FOR CONFORMANCE OF INTENDED WALL RADII. BRACE TEMPLATE AND PLACE LEVELS AT ARC TO TANGENT CONNECTIONS TO INSURE NO KINKS WILL BE FORMED. KINKS AT THE BOTTOM OF BOWLS WILL NOT BE ACCEPTABLE. SLUMPING OF THE SHOTCRETE CAUSING COPING SETBACK WILL NOT BE ACCEPTABLE.

B.D.F. REMOVE ANY REBOUND OR ACCUMULATED LOOSE AGGREGATE FROM SURFACES TO BE COVERED PRIOR TO PLACING THE INITIAL OR ANY SUCCEEDING LAYERS OF SHOTCRETE. REBOUND SHALL NOT BE USED AS AGGREGATE.

B.E. PLACEMENT AROUND REINFORCEMENT:

B.E.A. HOLD THE NOZZLE AT SUCH DISTANCE AND ANGLE TO PLACE MATERIALS BEHIND REINFORCEMENT BEFORE ANY MATERIAL IS ALLOWED TO ACCUMULATE ON ITS FACE.

B.F. ACCESS: ALLOW EASY ACCESS TO SHOTCRETE SURFACES FOR SCREEDING AND FINISHING, PERMITTING UNINTERRUPTED APPLICATION.

3.14 REMOVAL OF SURFACE DEFECTS IN CONCRETE

A. GENERAL: REMOVE AND REPLACE SHOTCRETE WHICH LACKS UNIFORMITY, EXHIBITS SEGREGATION, HONEYCOMBING, OR LAMINATION, OR WHICH CONTAINS ANY DRY PATCHES, SLUGS, VOIDS OR POCKETS. REMOVE DEFECTIVE AREAS.

3.15 SHOTCRETE FINISH

A. FINISH: ALL EXPOSED SHOTCRETE SURFACES ARE TO BE HARD STEEL TROWEL FINISH UNLESS OTHERWISE NOTED. TROWEL UNTIL ALL VISIBLE POURS ARE CLOSED. CEASE TROWEL BEFORE GLASS FORMS ON SURFACE. DO NOT BROOM FINISH AND DO NOT BURN SURFACE.

B. GRINDING THE SURFACES WILL NOT BE AN ACCEPTABLE MEANS OF ACHIEVING THE INTENDED RADII/ANGLE.

C. COLOR: ALL SHOTCRETE SURFACES ARE TO BE NATURAL GRAY COLOR UNLESS OTHERWISE NOTED. MINOR VARIATIONS IN APPEARANCE OF COLORED CONCRETE, WHICH ARE SIMILAR TO NATURAL VARIATIONS IN COLOR AND APPEARANCE OF UNCOLORED CONCRETE, ARE ACCEPTABLE. DO NOT BROOM FINISH AND DO NOT TROWEL BURN SURFACE.

D. DURING THE CURING PERIOD, CONCRETE SHALL BE MAINTAINED AT A TEMPERATURE ABOVE 40 DEGREES FAHRENHEIT AND IN MOIST CONDITION. FOR INITIAL CURING, CONCRETE SHALL BE KEPT CONTINUOUSLY MOIST FOR 24 HOURS AFTER PLACEMENT IS COMPLETE. FINAL CURING SHALL CONTINUE FOR SEVEN DAYS AFTER PLACEMENT. COVER CONCRETE WITH POLYETHYLENE PLASTIC TO MAINTAIN TEMPERATURE IF NECESSARY. LAP SEAMS IN THE PLASTIC 6" AND WEIGH DOWN.

E. THE CONTRACTOR SHALL FIX ALL CRACKS AND DISPLACEMENTS LARGER THAN 3/16" UP TO THE PROJECT COMPLETION.

3.16 CONCRETE PROTECTION AND CURING

1. NERAL: PROTECT FRESHLY PLACED CONCRETE FROM PREMATURE DRYING AND EXCESSIVE COLD OR HOT TEMPERATURES. COMPLY WITH ACI 306.1 FOR COLD-WEATHER PROTECTION AND FOLLOW RECOMMENDATIONS IN ACI 305R FORHOT-WEATHER PROTECTION DURING CURING. KEEP MOIST FOR NECESSARY AMOUNT OF TIME TO REACH CONCRETE STRENGTH AND INHIBIT MOISTURE LOSS AFTER PLACING.

2. EVAPORATION RETARDANT: WATERBORNE, MONOMOLECULAR FILM FORMING, MANUFACTURED FOR APPLICATION TO FRESH CONCRETE, SUCH AS EUCOBAR EVAPORATION RETARDANT BY THE EUCLID CHEMICAL COMPANY. APPLY EVAPORATION RETARDANT TO CONCRETE SURFACES IF HOT, DRY, OR WINDY CONDITIONS CAUSE MOISTURE LOSS BEFORE AND DURINGFINISHING OPERATIONS. APPLY TO EXPOSED SURFACE OF CONCRETE ACCORDING TO MANUFACTURERS WRITTEN INSTRUCTIONS AS NECESSARY.

3. BEGIN CURING AFTER FINISHING CONCRETE, BUT NOT BEFORE FREE WATER HAS DISAPPEARED FROM CONCRETE SURFACE.

4. CURING METHODS: CURE CONCRETE BY CURING COMPOUND, MOISTURE CURING, MOISTURE-RETAINING-COVER CURING, OR A COMBINATION OF THESE AS FOLLOWS:

A. CURING COMPOUND: MEET REQUIREMENTS OF MANUFACTURER'S CURRENT PRINTED APPLICATION INSTRUCTIONS AND COVERAGE RATE CHART. FOR HORIZONTAL APPLICATIONS, IMMEDIATELY APPLY AFTER ALL SURFACE WATER HAS DISAPPEARED AND THE CONCRETE SURFACE IS HARD ENOUGH TO WALK ON. FOR VERTICAL APPLICATIONS, APPLY IMMEDIATELY AFTER REMOVING THE CONCRETE FORMS. APPLY IN A UNIFORM AND CONTINUOUS MANNER. AVOID OVER-APPLICATION OR PUDDLING OF CURING COMPOUND. PROTECT SURFACE FROM WATER, ADJACENT SHOTCRETE WORK, AND DEBRIS.

B. MOISTURE CURING: KEEP SURFACES CONTINUOUSLY MOIST FOR NOT LESS THAN SEVEN DAYS WITH THE FOLLOWING MATERIALS:

B.A. WATER.

B.B. CONTINUOUS WATER-FOG SPRAY.

B.C. ABSORPTIVE COVER, WATER SATURATED, AND KEPT CONTINUOUSLY WET. COVER CONCRETE SURFACES AND EDGES, OVERLAP SEAMS MIN. 6" BETWEEN ADJACENT ABSORPTIVE COVERS.

C. MOISTURE-RETAINING-COVER CURING:

C.A. COVER CONCRETE SURFACES WITH MOISTURE-RETAINING COVER FOR CURING CONCRETE, PLACED IN WIDEST PRACTICABLE WIDTH, WITH SIDES AND ENDS LAPPED AT LEAST 6 INCHES.

3.17 CURING MATERIALS

1. ABSORPTIVE COVER:

AASHTO M 182, CLASS 2, BURLAP CLOTH MADE FROM JUTE OR KENAF, WEIGHING APPROXIMATELY 9OZ./SQ. YD. DRY.

2. MOISTURE-RETAINING COVER:

ASTM C 171, POLYETHYLENE FILM OR WHITE BURLAP-POLYETHYLENE SHEET (BUR LENE).

3. WATER: POTABLE.

4. CURING COMPOUND: ASTM C-309, CLEAR, WATER-BASED, NO VOLATILE, NON-STAINING, MEMBRANE-FORMING, COMPATIBLE WITH SUBSEQUENT CONCRETE TREATMENTS. ACCEPTABLE PRODUCT: W.R. MEADOWS 1100-CLEAR, OR APPROVED EQUAL.

3.18 CONCRETE JOINTS

A. CLEANING: THE ENTIRE JOINT SHALL BE THOROUGHLY CLEANED AND WETTED PRIOR TO THE APPLICATION OF ADDITIONAL SHOTCRETE.

B. REINFORCEMENT: MAKE JOINTS PERPENDICULAR TO THE MAIN REINFORCEMENT. CONTINUE REINFORCEMENT ACROSS JOINTS.

3.19 CRACKING

A. SAW CUT CONTROL JOINTS AND CONSTRUCTION JOINTS MAY BE SHOWN IN THE CONSTRUCTION DRAWINGS FOR DIAGRAMMATIC PURPOSES ONLY. THE CONTRACTOR MAY, WITH APPROVAL OF THE SKATEPARK DESIGNER, RECOMMEND AND DETAIL ADDITIONAL JOINTS TO HELP PREVENT CRACKING.

B. THE CONTRACTOR SHALL FIX ALL CRACKS AND DISPLACEMENTS LARGER THAN 3/16" UP TO PROJECT COMPLETION.

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Sheet Title:
SPECIFICATIONS

Revisions:

Project #: 22.053
Issued For: Review
Date: 12/16/2022

Sheet Number
SK2.1

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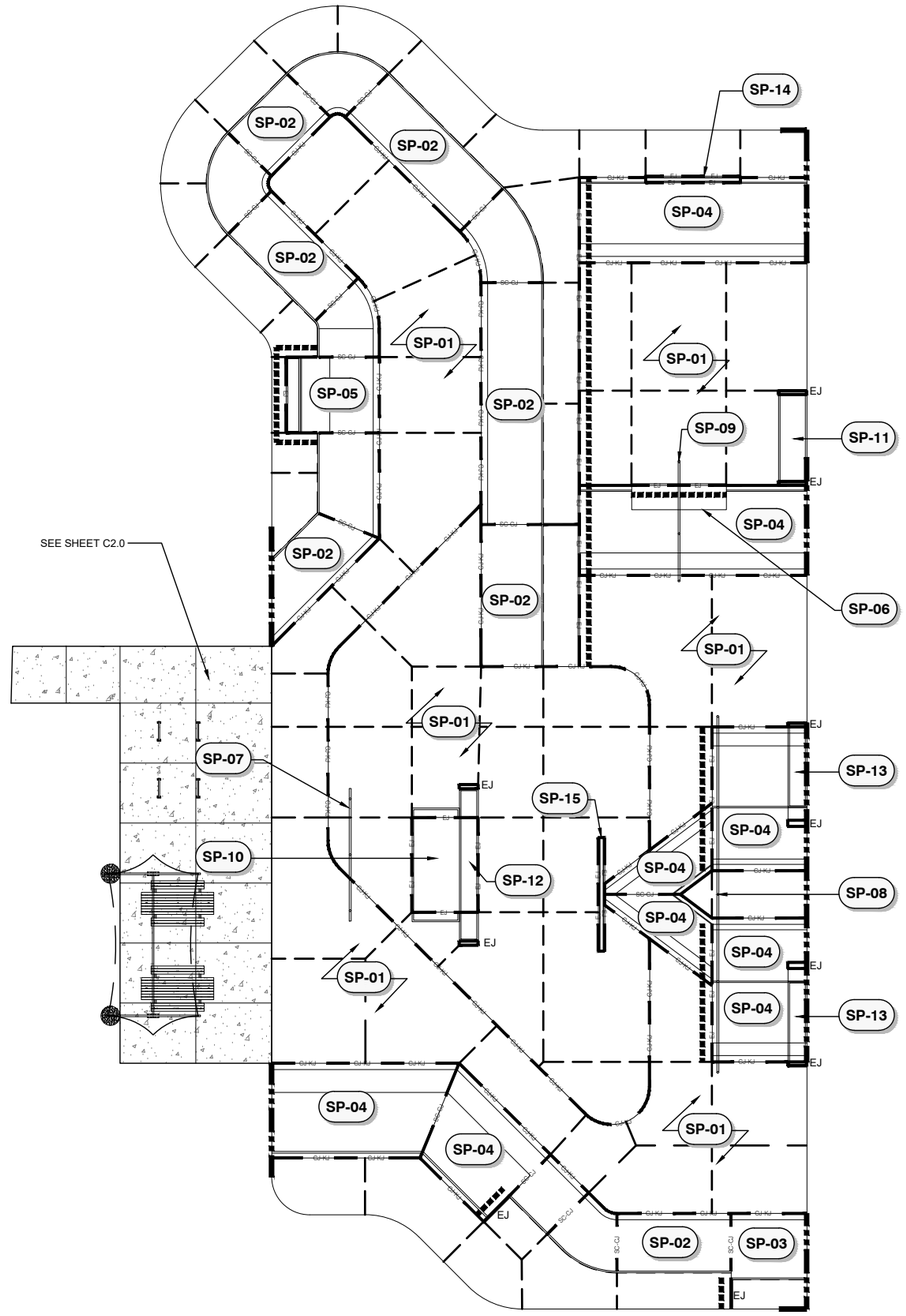

JOINTING SCHEDULE

SYMBOL	DESCRIPTION	QTY	DETAIL
H-01	EXPANSION JOINT	238 LF	5/SK9.0
H-02	COLD JOINT / KEY JOINT	513 LF	7/SK9.0
H-03	SAWCUT	537 LF	6/SK9.0
H-04	SC / CJ	114 LF	
H-05	TURNDOWN EDGE AT FINISH SURFACE	117 LF	2/SK9.0
H-06	TURNDOWN EDGE AT FINISH GRADE	103 LF	3/SK9.0

INFORMATION SCHEDULE

SYMBOL	DESCRIPTION	DETAIL	SECTION
SP-01	4" THICK CONCRETE FLATWORK		
SP-02	QUARTERPIPE	1/SK9.1	B,S
SP-03	QUARTERPIPE EXTENSION	4/SK9.1	C, R
SP-04	RADIUS WEDGE	2/SK9.1	A, H, J, M, N, T
SP-05	RADIUS WEDGE EXTENSION	3/SK9.1	L
SP-06	EURO GAP	5/SK9.1	P
SP-07	ROUND FLAT GRIND RAIL	1/SK9.2	D
SP-08	LONG ROUND GRIND RAIL	5/SK9.2	I
SP-09	RAKED GRIND RAIL	2/SK9.2	O
SP-10	CANTILEVERED PANNED MANUAL PAD	4/SK9.2	E
SP-11	RAKED PANNED MANUAL LEDGE	3/SK9.2	Q
SP-12	PANNED GRIND LEDGE	1/SK9.3	F
SP-13	RAKED PANNED GRIND LEDGE	2/SK9.3	K
SP-14	RADIUS WEDGE TO SLAPPY CURB	8/SK9.1	U
SP-15	SLAPPY CURB	7/SK9.1	G1, G2

NOTES:

1. SEE SHEET SK4.0 FOR COLOR PLAN.
2. THE SLAB CONFIGURATION, NOTES, LOCATION OF EXPANSION JOINTS, COLD JOINTS, SAW CUTS, DETAIL REFERENCES, AND APPLICABLE DETAILS HAVE BEEN INCLUDED FOR CLARITY. JOINTS AND DETAILS SHOWN ARE FOR THE SKATEPARK ONLY. REFER TO THE SITE PLANS AND DETAILS FOR SCOPES BEYOND THE SKATEPARK.
3. SUGGESTED ORDER OF CONSTRUCTION FOR CONCRETE ELEMENTS WITHIN THE SKATEPARK FOOTPRINT:
   A. SUBGRADE PREP - GRADE, MOISTURE CONDITION, AND COMPACT SKATEPARK FOOTPRINT TO +/- .1' OF SPECIFIED SUBGRADE ELEVATIONS.
   B. FINE GRADING
   C. LEDGES AND MANUAL PADS
   D. BANKS AND TRANSITIONS
   E. GRIND RAIL FOOTING INSTALLATION
   F. FLOOR SLAB/FLATWORK
4. ALL EXPOSED CONCRETE AND SHOTCRETE SURFACES TO BE NATURAL GRAY IN COLOR WITH HARD STEEL TROWEL FINISH UNLESS OTHERWISE SPECIFIED.
5. NO OVERCUTS SHALL BE ACCEPTED.

**JOINT PLAN HAS BEEN DEVELOPED TO PROVIDE GUIDANCE TO THE CONTRACTOR FOR THE USE OF SAW CUTS, COLD & EXPANSION JOINTS. ACTUAL FIELD VARIANCES WILL TAKE PRECEDENCE OVER THIS GUIDE. CONTRACTOR SHALL CUT SLAB AS NEEDED TO MINIMIZE CRACKING.

ALIGN SAW CUTS WITH EXPANSION AND COLD JOINTS AND START FROM CORNERS WHERE POSSIBLE TO PREVENT EXCESS CRACKING. SAW CUTS SHALL BE NO MORE THAN 10' X 12' AND/OR NOT TO EXCEED 120 SQUARE FEET AND A 2:1 MAX. RATIO BETWEEN SAW CUTS AND COLD OR EXPANSION JOINTS.

ALL SAW CUTS TO BE FILLED WITH SELF-LEVELING POLYURETHANE SEALANT AND TOOLED FLAT. MASK ALL SAW CUT/CONSTRUCTION JOINT EDGES TO PROTECT SURROUNDING CONCRETE FROM EXCESS SEALANT. EXPANSION JOINTS TO BE FILLED WITH POLYURETHANE BASED NON- SAGGING ELASTOMERIC SEALANT AND TOOLED FLAT. COLOR OF CAULK SHOULD RESEMBLE COLOR OF CONCRETE (ALUMINUM GRAY OR SIMILAR)

NO OVERCUTS SHALL BE ACCEPTED.

** PROVIDE ⅛" TOOLED EDGES TO JOINTS - SEE TYPICAL DETAILS & CONSTRUCTION SPECIFICATIONS FOR JOINT INFORMATION & INSTALLATION

NORTH

0 8' 16' 32'

Scale: 1/16" = 1'-0"

Sheet Size - 11x17

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Sheet Title:
INFORMATION PLAN

Revisions:

Project #: 22.053
Issued For: Review
Date: 12/16/2022

Sheet Number
SK3.0

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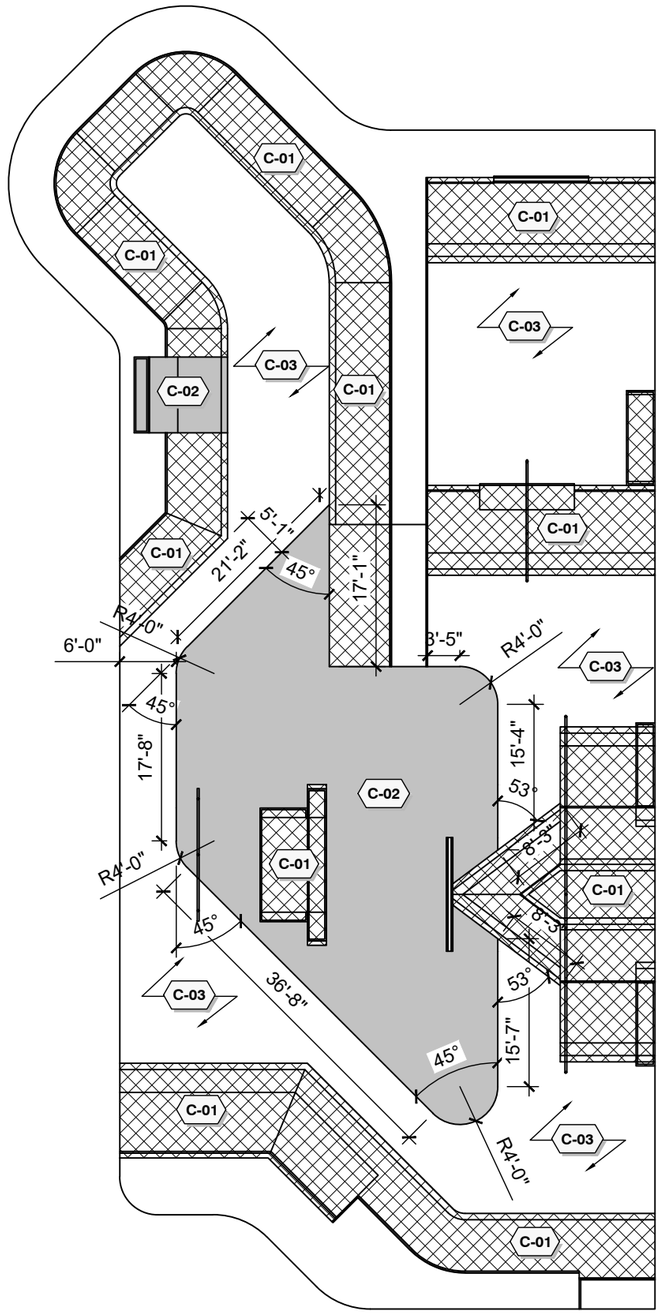

COLOR SCHEDULE

SYMBOL	DESCRIPTION	QTY
C-01	COLORED CAST-IN-PLACE CONCRETE TO BE `PALOMINO` BY EA PIGMENTS OR APPROVED EQUAL	2,357 SF
C-02	COLORED CAST-IN-PLACE CONCRETE TO BE `LET`S ROLL CHARCOAL` BY EA PIGMENTS OR APPROVED EQUAL	1,328 SF
C-03	CAST-IN-PLACE CONCRETE TO BE NATURAL GRAY	

COLOR NOTES:

1. CONCRETE COLOR AVAILABLE FROM EA PIGMENTS 1-888-222-7501, OR APPROVED EQUAL.
2. FINISH: ALL EXPOSED CONCRETE SURFACES ARE TO BE HARD STEEL TROWEL FINISH UNLESS OTHERWISE NOTED. TROWEL UNTIL ALL VISIBLE PORES ARE CLOSED. CEASE TROWELING BEFORE SURFACE BECOMES GLOSSY. DO NOT BROOM FINISH AND DO NOT TROWEL BURN SURFACE.
3. REFER TO STEEL PLAN ON SHEET SK7.0 FOR STEEL FINISH.

NORTH

0 8' 16' 32'

Scale: 1/16" = 1'-0"

Sheet Size - 11x17

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COLOR PLAN

Revisions:

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Date: 12/16/2022

Sheet Number
SK4.0

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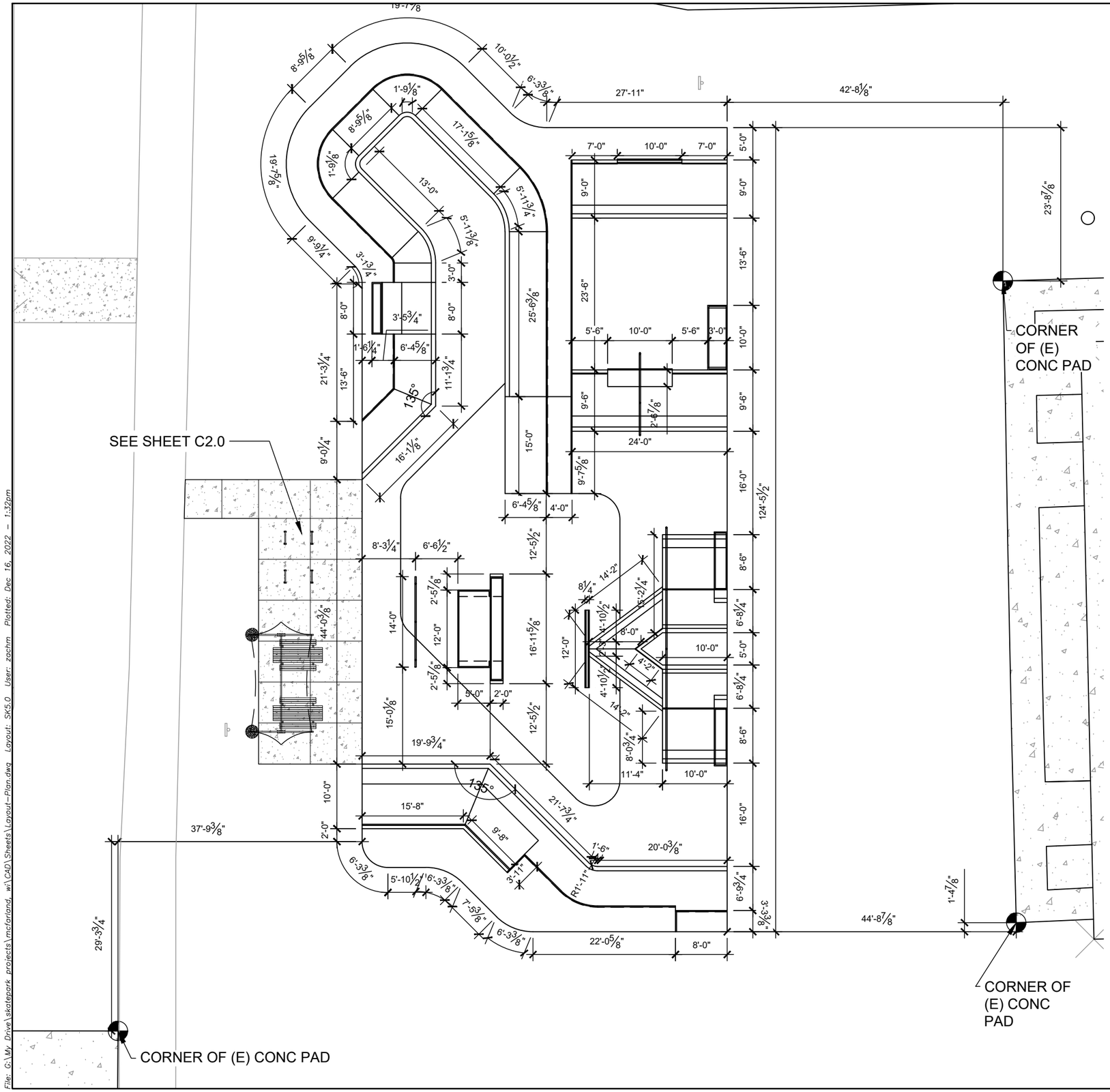

CONSTRUCTION NOTES:

1. ALL MATERIAL AND WORKMANSHIP SHALL CONFORM TO ALL APPLICABLE GOVERNING CODES AND ORDINANCES.
2. ALL FORMS AND ALIGNMENTS OF PAVING, LAYOUT, AND SPECIAL PAVING AREAS SHALL BE REVIEWED AND APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO POURING (GIVE A MINIMUM OF 24 HOURS NOTICE)
3. CONTRACTOR SHALL VERIFY THE LOCATION OF ALL PUBLIC IMPROVEMENTS, INCLUDING UNDERGROUND UTILITIES PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR SHALL REPAIR AND/OR REPLACE IN-KIND ALL PUBLIC IMPROVEMENTS DAMAGED, BROKEN, OR REMOVED DURING CONSTRUCTION
4. CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS (UNLESS OTHERWISE NOTED).
5. ALL REBAR CROSSINGS TO BE TIED.
6. ALL CONSTRUCTION TO BE PLUMB AND TRUE, UNLESS OTHERWISE NOTED OR INDICATED.
7. THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS AT THE JOB SITE. ALL DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE A/E, OWNER/BUILDER OR OWNER'S REPRESENTATIVE.
8. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ALL CONSTRUCTION METHODS AND FOR SAFETY CONDITIONS AT THE WORK SITE.
9. ALL BRACING, TEMPORARY SUPPORTS, SHORING, ETC.. ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
10. OBSERVATION VISITS TO THE JOB SITE BY THE A/E OR OWNER, DO NOT INCLUDE INSPECTION OF CONSTRUCTION PROCEDURES. THE VISIT SHALL NOT BE CONSTRUED AS CONTINUOUS AND DETAILED INSPECTIONS.
11. CONDITIONS NOT SPECIFICALLY SHOWN SHALL BE CONSTRUCTED SIMILAR TO THE DETAILS FOR THE RESPECTIVE MATERIALS.
12. THE DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED CONSTRUCTION PRODUCT. THESE DOCUMENTS, ALTHOUGH PREPARED WITH CARE AND DILIGENCE, MAY CONTAIN ERRORS, OMISSIONS, CONTRADICTIONS, ETC. THE CONTRACTOR SHALL REVIEW ALL DOCUMENTS THOROUGHLY AND SHALL NOTIFY THE A/E IMMEDIATELY UPON ANY SUCH DISCOVERY OR DISCREPANCY. GOVERNING CODES SHALL THEN APPLY.
13. ALL SCALE DIMENSIONS ARE APPROXIMATE. WRITTEN DIMENSIONS AND DETAILS TAKE PRECEDENCE OVER SCALED DIMENSIONS. THE CONTRACTOR SHALL CHECK AND VERIFY ALL SITE DIMENSIONS PRIOR TO PROCEEDING WITH WORK AND CLARIFY WITH A/E, OWNER IF NECESSARY.
14. DESIGN, MATERIAL, EQUIPMENT AND PRODUCTS OTHER THAN THOSE DESCRIBED OR INDICATED ON DRAWINGS MAY BE CONSIDERED FOR USE. APPROVAL FOR SUBSTITUTIONS SHALL BE OBTAINED FROM THE A/E.
15. SHOP DRAWINGS SHALL BE SUBMITTED BY THE CONTRACTOR FOR THE CLARIFICATION OF DESIGN CONCEPT DETAILS & SUBSTITUTIONS.
16. DURING WORK AND THROUGH ITS COMPLETION, THE CONTRACTOR SHALL KEEP THE SITE CLEAN TO THE SATISFACTION OF THE OWNER.
17. FINAL MATERIAL, FINISHES AND COLOR SHALL BE APPROVED BY OWNER AND A/E PRIOR TO INSTALLATION.
18. CLEAN-UP SHALL TAKE PLACE ON A DAILY BASIS.
19. REFER TO SPECIFICATIONS FOR ANY ADDITIONAL INFORMATION.

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LAYOUT PLAN

Revisions:

Project #: 22.053
Issued For: Review
Date: 12/16/2022

Sheet Number
SK5.0

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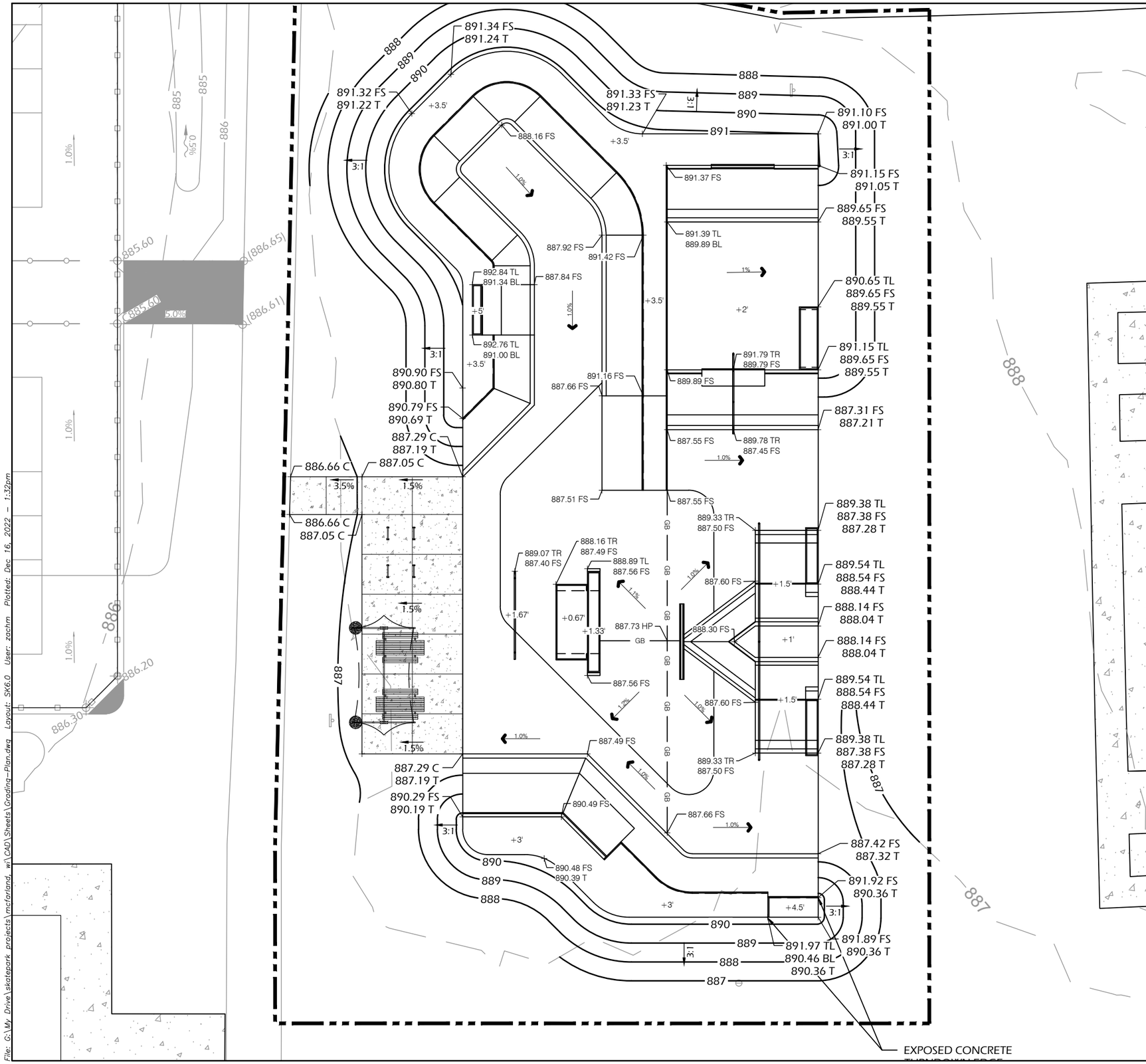


GRADING NOTES

1. ALL GRADING SHALL BE IN ACCORDANCE WITH THE LOCAL GRADING CODE AND ANY SPECIAL REQUIREMENTS OF THE GRADING PERMIT.
2. CONTRACTOR TO VERIFY GRADES AND NOTIFY OWNER'S CONSTRUCTION ADMINISTRATOR PRIOR TO START OF GRADING WORK.
3. SLOPES SHALL BE NO STEEPER THAN 3' HORIZONTAL TO 1' VERTICAL (3:1) AND SHALL HAVE NOT LESS THAN 90% COMPACTION OUT TO THEIR FINISH SURFACES.
4. ALL PAVED AREAS SHALL SLOPE AS SHOWN ON PLANS WITH A 2% MAXIMUM FALL. PLANTED AREAS SHALL HAVE A MINIMUM 2% FALL.
5. FINISH GRADE SHALL HAVE A UNIFORM SURFACE, FREE OF LUMPS, BUMPS AND DEPRESSIONS AND ANY OBJECTS THAT MAY PREVENT A POSITIVE FLOW TO DRAIN.
6. ALL PROPOSED PAVING SURFACES SHALL MEET EXISTING PAVING SURFACES WITH SMOOTH AND CONTINUOUS TRANSITIONS AND FLUSH ALONG ENTIRE EDGE.
7. CONCRETE WALKS TO HAVE A MAXIMUM CROSS SLOPE OF 2% AND SHALL MEET ALL CITY AND COUNTY REQUIREMENTS.
8. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS, EXISTING DRAINAGE STRUCTURES, PARKING LOT IMPROVEMENTS, AND FINISH FLOOR ELEVATIONS. NOTIFY THE OWNER'S CONSTRUCTION ADMINISTRATOR IMMEDIATELY UPON NOTING ANY DISCREPANCIES.
9. FINISH GRADE AT TURF AREAS SHALL BE ONE INCH BELOW FINISH SURFACE OF SIDEWALKS, CURBS OR PAVED AREAS. PLANTING AREA FINISH GRADE SHALL BE 2" BELOW SAME UNLESS OTHERWISE SPECIFIED.
10. ALL CONSTRUCTION AREAS SHALL BE FREE OF ROCK, DEBRIS, ETC. ALL EXISTING WEEDS SHALL BE REMOVED.

GRADING LEGEND:

EXISTING CONTOURS

PROPOSED CONTOURS

GB — GB — PROPOSED GRADE BREAK

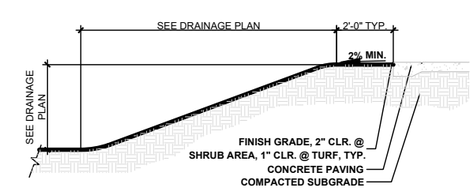
XXX.XX FS — PROPOSED ELEVATIONS

PROPOSED FLOW DIRECTION

BS	BOTTOM OF STEP
FG	FINISH GRADE
FS	FINISH SURFACE
HP	HIGH POINT
INV	INVERT ELEVATION (MAY CHANGE IN FIELD)
PA	PLANTING AREA
TD	TOP OF DRAIN
TL	TOP OF LEDGE
TP	TOP OF PAD
TR	TOP OF RAIL
TS	TOP OF STEP

(XXX.X) EXISTING ELEVATION (VERIFY IN FIELD)

**SLOPE AREAS TO BE BLENDED IN FIELD



NOTES

1. TYPICAL SLOPE DETAIL FOR INFORMATIONAL PURPOSES ONLY. ALL SLOPE GRADING AND DRAINAGE SHALL CONFORM TO APPROVED GRADING PLAN.

TYPICAL SLOPE FACTORS

1:1 — 1' / 1'; 2:1 — 1' / 2'; 3:1 — 1' / 3'; 4:1 — 1' / 4'; 5:1 — 1' / 5'

1 TYPICAL SLOPE DETAIL

3/4" = 1'-0" P-PIP-MCF-26

NORTH

0 8' 16' 32'

Scale: 1/16" = 1'-0"

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Sheet Title: GRADING + DRAINAGE PLAN

Revisions:

Project #: 22.053
Issued For: Review
Date: 12/16/2022

Sheet Number
SK6.0

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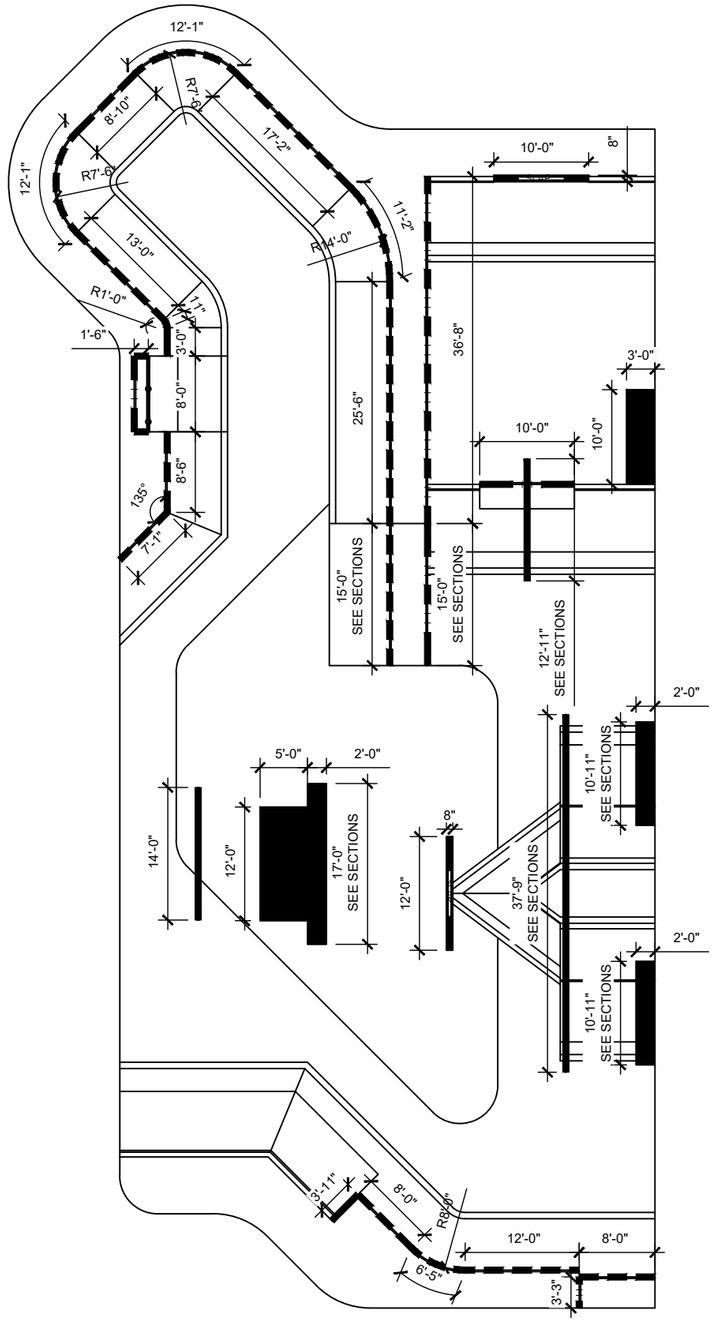


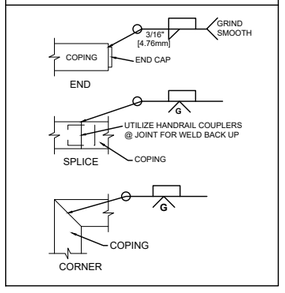
STEEL SCHEDULE

SYMBOL	STEEL DESCRIPTION	QTY	DETAIL	FINISH
S-01	2-3/8" O.D. SCH. 40 STEEL COPING	168 LF	10/SK9.0	HOT DIPPED GALVANIZED
S-02	1.5" X 2" X 3/16" THK. STEEL EDGING	80 LF	8/SK9.0	HOT DIPPED GALVANIZED
S-03	2" STEEL STRAP	8 LF	9/SK9.0	HOT DIPPED GALVANIZED
S-04	SLAPPY CURB SLAP	22 LF		POWDER COAT RAL #5012
S-05	GRIND RAIL	65 LF		POWDER COAT RAL #5012
S-06	STEEL PAN	61 LF		POWDER COAT RAL #5012

NOTES :

1. STEEL FINISH TO BE HOT DIPPED GALVANIZED OR POWDER COATED RAL #5012 (LIGHT BLUE) AS INDICATED IN LEGEND FINISH.
2. FINISH MUST OCCUR AFTER ALL WELDING IS COMPLETE.
3. CAP ALL EXPOSED TUBE OR PIPE ENDS AND ROUND ALL SHARP EDGES.
4. ALL WELDS TO BE ALL AROUND.
5. GRIND ALL WELDS SMOOTH BEFORE FINISHING.
6. FABRICATE STEEL GRIND EDGES IN LONG SECTIONS THAT WILL WORK FOR SHIPPING AND REDUCE THE NUMBER OF WELDS IN THE FIELD.
7. CLEAN METAL EDGES AFTER PLACEMENT OF CONCRETE.
8. POWDER COATING REPAIR - USE AN APPROPRIATELY COLOR MATCHED POWDER COAT TOUCH-UP SPRAY PAINT ON WELDED OR DAMAGED POWDER COATED SURFACES.
9. HOT DIPPED GALVANIZE REPAIR - FIELD WELDS SHALL BE GROUND SMOOTH AND TREATED WITH COLD GALVANIZING SPRAY.
10. SEE SHEET SK2.0 FOR SKATEPARK STEEL SPECIFICATIONS.

COPING / RAIL JOINT WELDS



NORTH

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Scale: 1/16" = 1'-0"

Sheet Size - 11x17

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Sheet Title:
STEEL PLAN

Revisions:

Project #: 22.053
Issued For: Review
Date: 12/16/2022

Sheet Number
SK7.0

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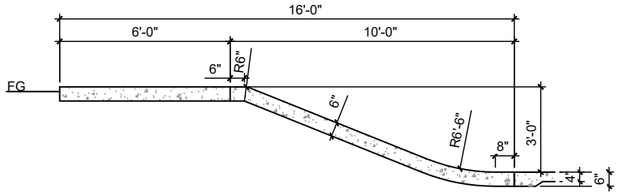

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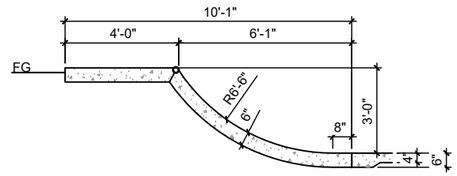

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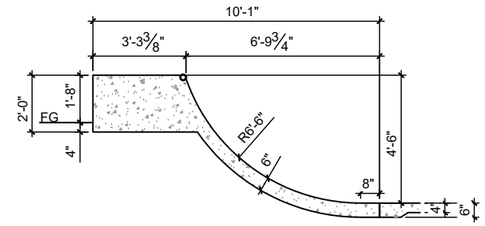

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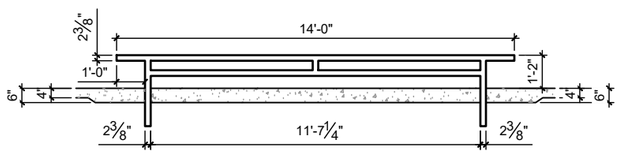

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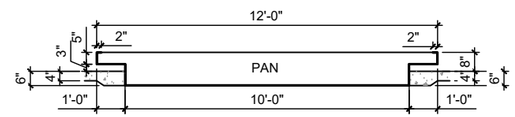

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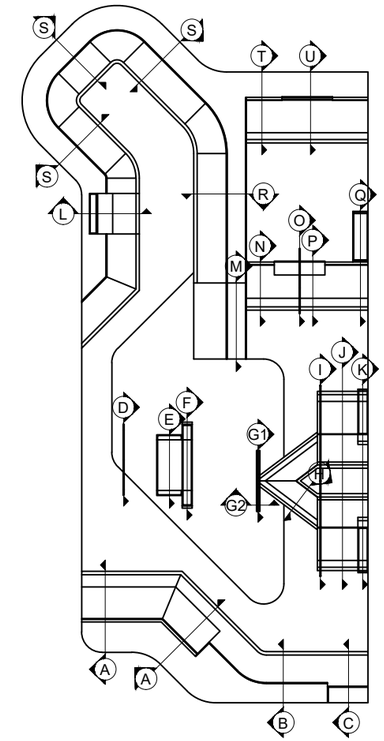

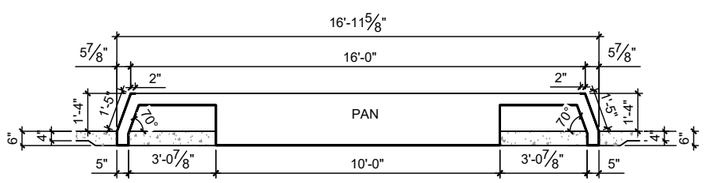

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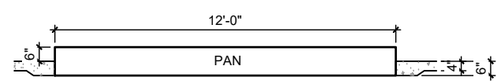

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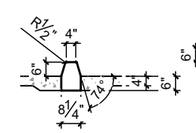

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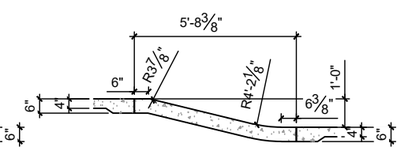

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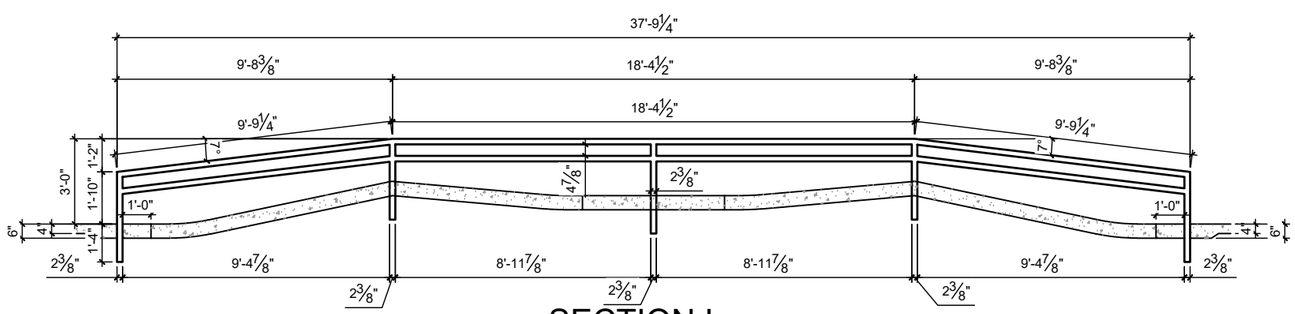

SECTION I

0 1' 5' 10'

Scale: 3/16" = 1'-0"

Sheet Size - 11x17

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Sheet Title:
SECTIONS

Revisions:

Project #: 22.053
Issued For: Review
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Sheet Number
SK8.0

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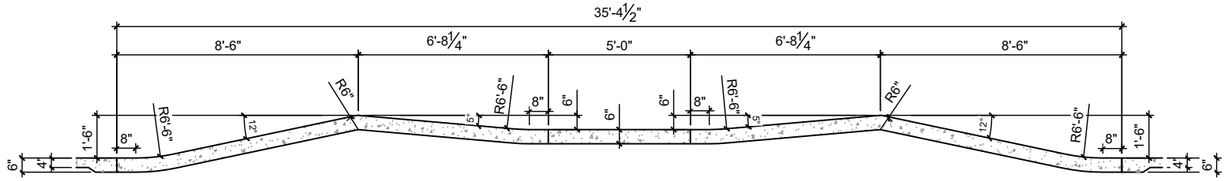

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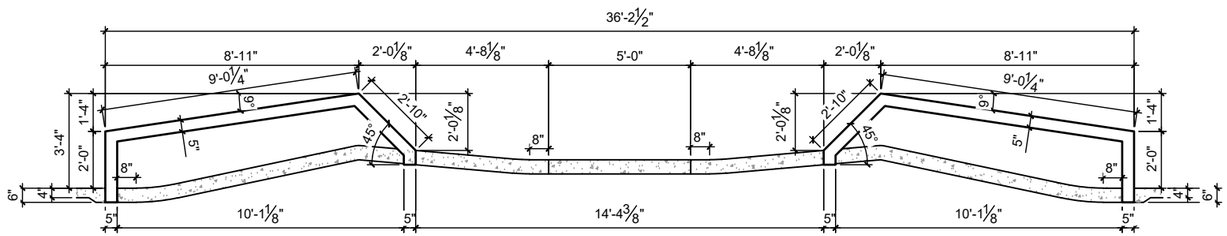

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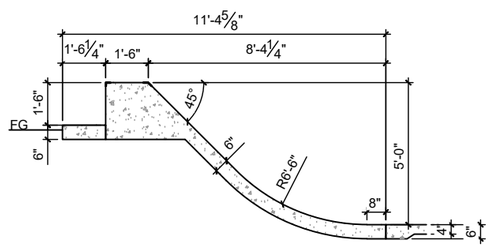

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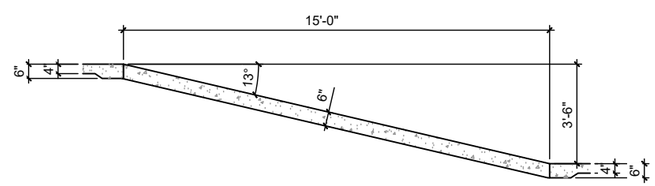

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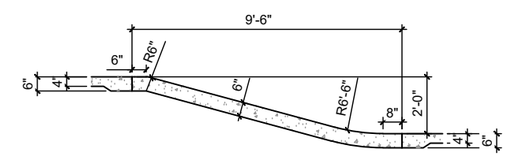

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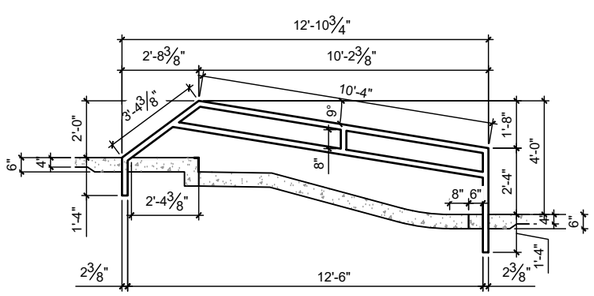

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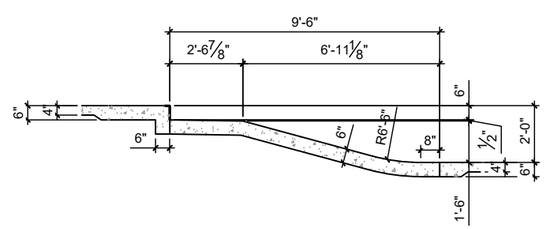

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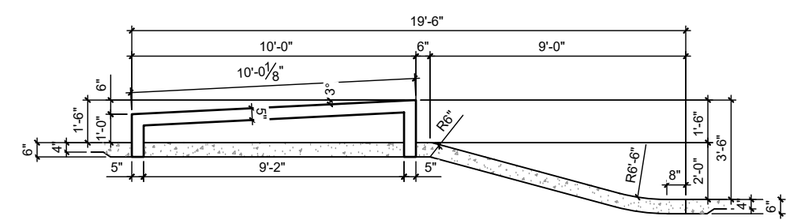

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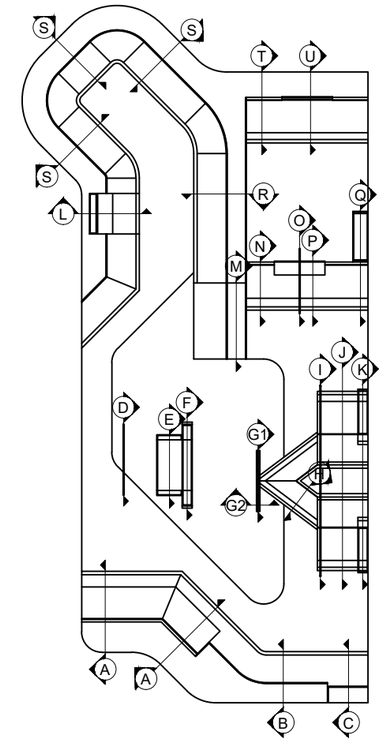

0 1' 5' 10'

Scale: 3/16" = 1'-0"

Sheet Size - 11x17

PARKITECTURE + PLANNING
901 Deming Way, Suite 102
Madison, WI 53717
608.886.6808
Parkitecture

SPOHN RANCH SKATEPARKS

Project Name:
WILLIAM MCFARLAND PARK PHASE 1B: SKATEPARK
4802 Marsh Road
McFarland, WI 53558

Sheet Title:
SECTIONS

Revisions:

Project #: 22.053
Issued For: Review
Date: 12/16/2022

Sheet Number
SK8.1

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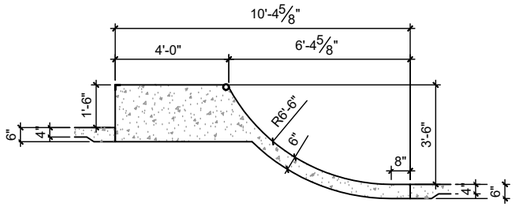

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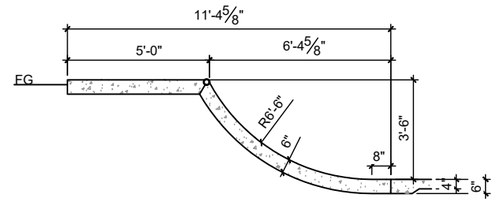

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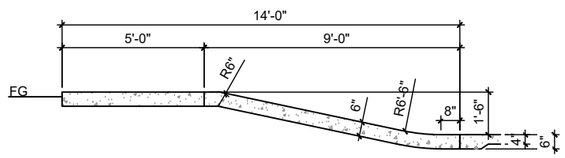

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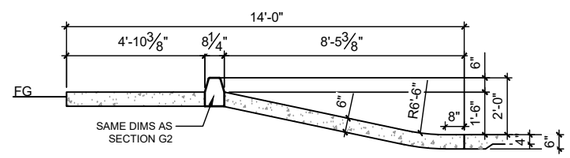

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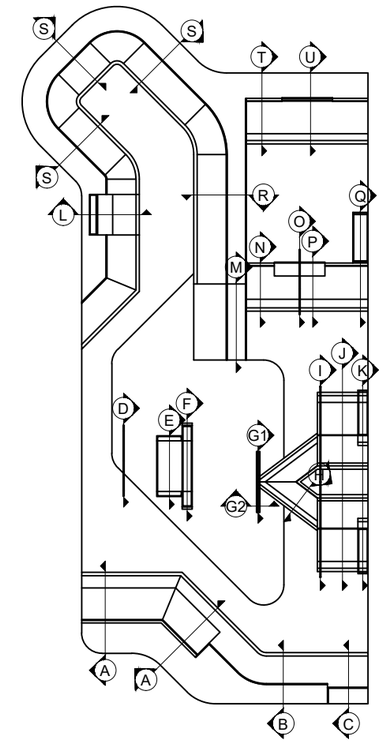

0 1' 5' 10'

Scale: 3/16" = 1'-0"

Sheet Size - 11x17

PARKITECTURE + PLANNING
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608.886.6808

Parkitecture

SPOHN RANCH SKATEPARKS

Project Name:
WILLIAM MCFARLAND PARK
PHASE 1B: SKATEPARK
4802 Marsh Road
McFarland, WI 53558

Sheet Title:
SECTIONS

Revisions:

Project #: 22.053
Issued For: Review
Date: 12/16/2022

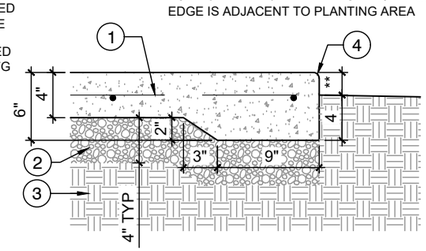
Sheet Number
SK8.2

File: G:\My Drive\skatepark projects\mcfarland, wi\CAD\Sheets\Sections.dwg Layout: SK8.2 User: zachm Plotted: Dec 16, 2022 – 1:32pm

1. *4000 PSI CONCRETE FLATWORK WITH #3 REBAR @ 16" O.C. BW
2. BASE COURSE, 4" DEEP MIN.
3. COMPACTED SUBGRADE
4. 1/2" TOOLED EDGE AT FG ONLY

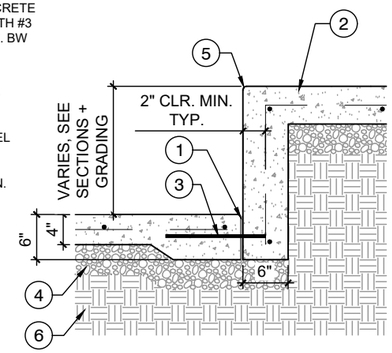
*SKATEPARK SURFACE TO HAVE STEEL HARD-TROWEL FINISH. CEASE TROWELING BEFORE SURFACE BECOMES GLOSSY. DO NOT TROWEL BURN SURFACE.

**DIMENSION SHALL BE 1" BELOW FINISH SURFACE IF SLAB EDGE IS ADJACENT TO TURF OR 2" BELOW FINISH SURFACE IF SLAB EDGE IS ADJACENT TO PLANTING AREA



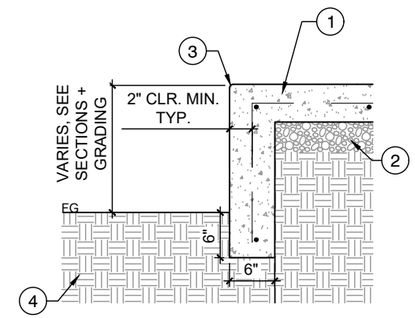
1 SLAB EDGE

1. EXPANSION JOINT
2. 4000 PSI CONCRETE FLATWORK WITH #3 REBAR 16" O.C. BW
3. SLIP DOWEL
4. BASE COURSE
5. 1/2" TOOLED EDGE OR STEEL EDGING. SEE STEEL PLAN FOR LOCATION.
6. COMPACTED SUBGRADE



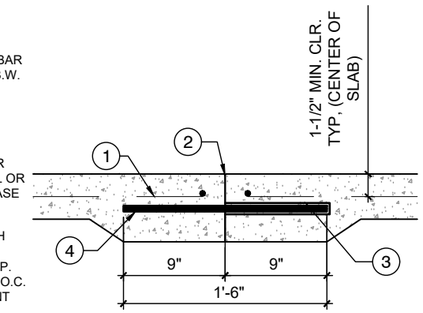
2 TURNDOWN EDGE AT FINISH SURFACE

1. 4000 PSI CONCRETE FLATWORK WITH #3 REBAR 16" O.C. BW
2. BASE COURSE
3. 1/2" TOOLED EDGE OR STEEL EDGING. SEE STEEL PLAN FOR LOCATION.
4. COMPACTED SUBGRADE



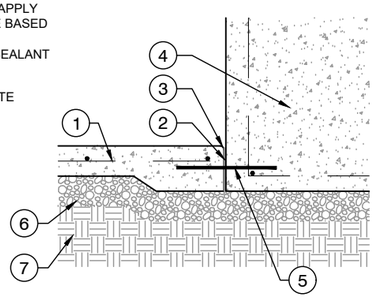
3 TURNDOWN EDGE AT FINISH GRADE

1. 4000 PSI CONCRETE FLATWORK WITH #3 REBAR @ 16" O.C. B.W.
2. COLD OR EXPANSION JOINT
3. SLEEVE FOR SLIP DOWEL OR WRAP/GREASE ONE END
4. 1/2" SMOOTH DOWEL OR REBAR DROP. SPACE 2'-6" O.C. ALONG JOINT



4 SLIP DOWEL

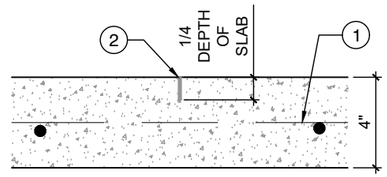
1. 4000 PSI CONCRETE FLATWORK WITH #3 REBAR @ 16" O.C. BW
2. PRE-COMPRESSED EXPANSION MATERIAL 1/2" DECK-O-FOAM OR SIMILAR
3. EXPANSION JOINT. 1/8" TOOLED EDGE. APPLY POLYURETHANE BASED NON-SAGGING ELASTOMERIC SEALANT AND TOOL FLAT
4. CONCRETE SKATE ELEMENT
5. SLIP DOWEL
6. BASE COURSE
7. COMPACTED SUBGRADE



5 EXPANSION JOINT

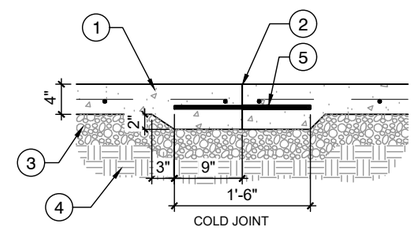
1. 4000 PSI CONCRETE FLATWORK WITH #3 REBAR @ 16" O.C. BW
2. 1/8" SAW CUT - FILL JOINT WITH SELF LEVELING SEALANT AND TOOL FLAT. PROTECT SURROUNDING SURFACE FROM EXCESS SEALANT.

NOTE:
NO OVERCUTS SHALL BE ACCEPTED.

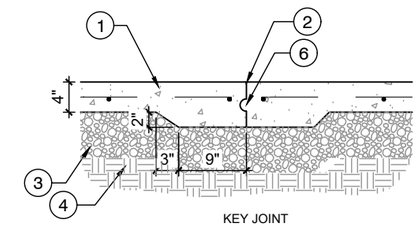


6 SAWCUT JOINT

1. 4000 PSI CONCRETE FLAT WORK WITH #3 REBAR @ 16" O.C. BW
2. 1/8" TOOLED EDGE BOTH SIDES
3. BASE COURSE
4. COMPACTED SUBGRADE
5. SLIP DOWEL
6. KEY JOINT 1-5/8" O.D.



COLD JOINT

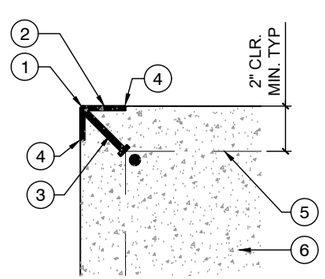


KEY JOINT

7 COLD JOINT / KEY JOINT

1. 1/8" MIN. ROUTED EDGE GROUND SMOOTH
2. 1.5" x 2" x 3/16" THICK STEEL EDGING -SEE STEEL PLAN FOR LOCATION
3. COPING ANCHOR, 3/8" X 4" MIN. NELSON STUD OR SIMILAR @ 18" O.C.
4. 1/8" TOOLED EDGE BOTH SIDES
5. TYPICAL STEEL REINFORCEMENT
6. SKATE ELEMENT

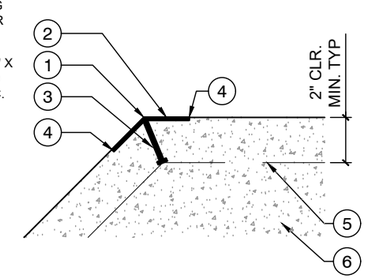
SEE STEEL PLAN FOR FABRICATION + FINISH NOTES



8 STEEL EDGING

1. 1/8" MIN. ROUTED EDGE GROUND SMOOTH
2. 2" x 2" x .120" THICK STEEL STRAP EDGING -SEE STEEL PLAN FOR LOCATION
3. COPING ANCHOR, 3/8" X 4" MIN. NELSON STUD OR SIMILAR @ 18" O.C.
4. 1/8" TOOLED EDGE BOTH SIDES
5. TYPICAL STEEL REINFORCEMENT
6. SKATE ELEMENT

SEE STEEL PLAN FOR FABRICATION + FINISH NOTES

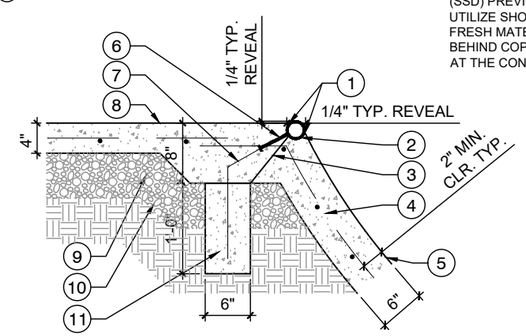


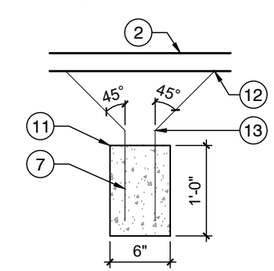
9 STEEL STRAP

1. 1/8" TOOLED EDGE BOTH SIDES OF COPING
2. STEEL COPING - SEE STEEL PLAN FOR LOCATION
3. CONSTRUCTION JOINT HAND SHAPED PRIOR TO CONCRETE CURING
4. TYPICAL STEEL REINFORCEMENT
5. BOWL TRANSITION
6. COPING ANCHOR, 3/8" X 4" MIN. NELSON STUD OR SIMILAR@ 18" O.C.
7. (2) #3 REBAR TIES TO SUPPORT COPING PRIOR TO CONCRETE PLACEMENT
8. 4000 PSI CONCRETE FLATWORK
9. BASE COURSE
10. COMPACTED SUB-GRADE
11. CONCRETE CYLINDER FOOTING. 8' O.C. ALONG BACK OF COPING & WHERE NEEDED ALONG SMALLER RADII
12. SPOT WELD TO COPING
13. TURN REBAR OUT 45 DEG

SEE STEEL PLAN FOR FABRICATION + FINISH NOTES

CONSTRUCTION NOTE: WHEN BUILDING SLAB/DECK BEHIND COPING CONSTRUCTION JOINT, FIRST SATURATE SURFACE DRY (SSD) PREVIOUSLY PLACED CONCRETE MATERIAL AND THEN UTILIZE SHOTCRETE PLACEMENT METHOD FOR THE INITIAL FRESH MATERIAL TO THE EXISTING MATERIAL OF DECK/SLAB BEHIND COPING FOR PROPER PLACEMENT AND CONSOLIDATION AT THE CONSTRUCTION JOINT.





10 STEEL COPING

Sheet Size - 11x17

PARKITECTURE + PLANNING
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Madison,WI,53717
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Parkitecture
SPOHN RANCH SKATEPARKS

Project Name:
WILLIAM MCFARLAND PARK PHASE 1B: SKATEPARK
4802 Marsh Road
McFarland, WI 53558

Sheet Title:
CONSTRUCTION DETAILS

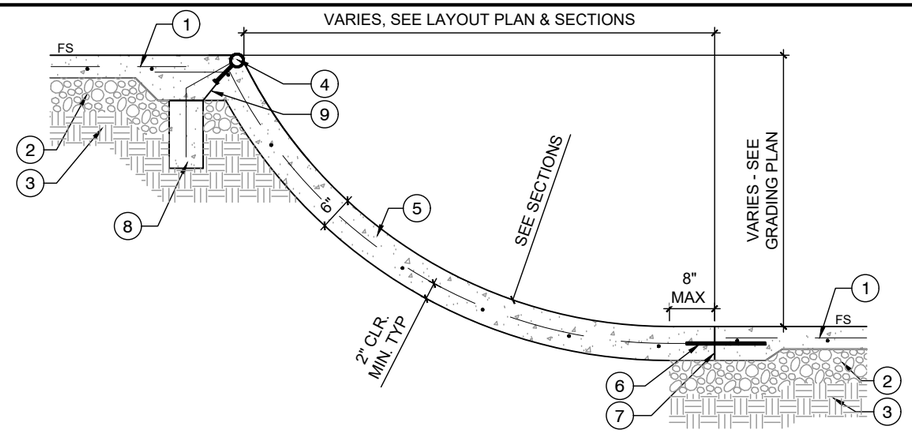
Revisions:

Project #: 22.053
Issued For: Review
Date: 12/16/2022

Sheet Number
SK9.0

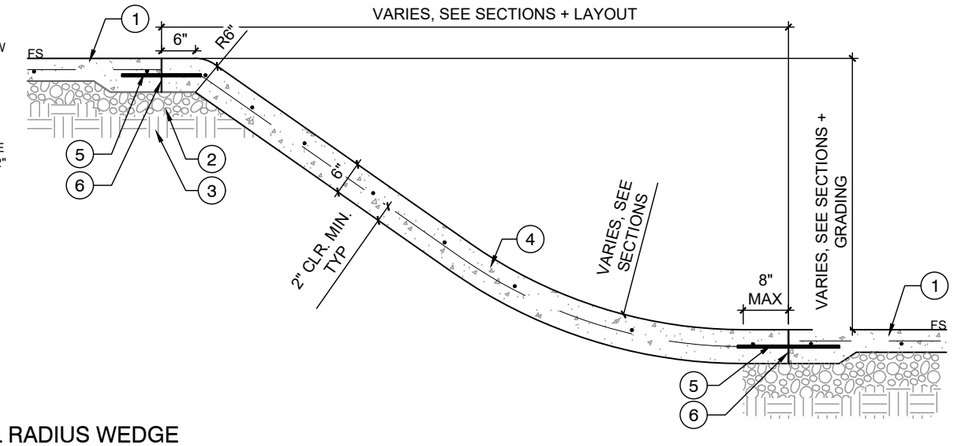
File: G:\My Drive\skatepark projects\mcfarland, wi\CAD\Sheets\Construction-Details.dwg Layout: SK9.0 User: zachm Plotted: Dec. 16, 2022 - 1:32pm

1. 4000 PSI CONCRETE FLATWORK WITH #3 REBAR @ 16" O.C. BW
2. BASE COURSE
3. COMPACTED SUBGRADE
4. STEEL COPING
5. 4000 PSI SHOTCRETE WITH #3 REBAR @ 12" O.C. BW
6. SLIP DOWEL
7. COLD JOINT
8. CONCRETE CYLINDER FOOTING
9. CONSTRUCTION JOINT



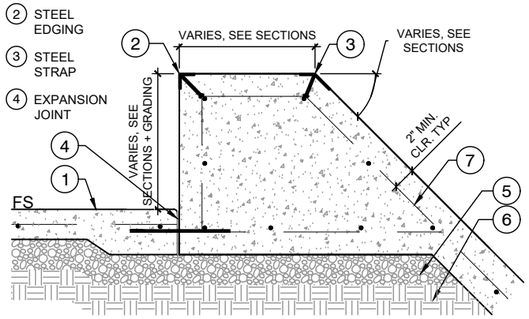
1 TYPICAL QUARTERPIPE

1. 4000 PSI CONCRETE FLATWORK WITH #3 REBAR @ 16" O.C. BW
2. BASE COURSE
3. COMPACTED SUBGRADE
4. 4000 PSI SHOTCRETE WITH #3 REBAR @ 12" O.C. BW
5. SLIP DOWEL
6. COLD JOINT / KEY JOINT



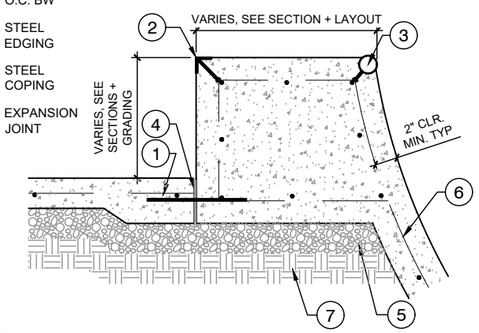
2 TYPICAL RADIUS WEDGE

1. 4000 PSI CONCRETE FLATWORK WITH #3 REBAR @ 16" O.C. BW
2. STEEL EDGING
3. STEEL STRAP
4. EXPANSION JOINT
5. BASE COURSE
6. COMPACTED SUBGRADE
7. 4000 PSI SHOTCRETE WITH #3 REBAR @ 12" O.C.



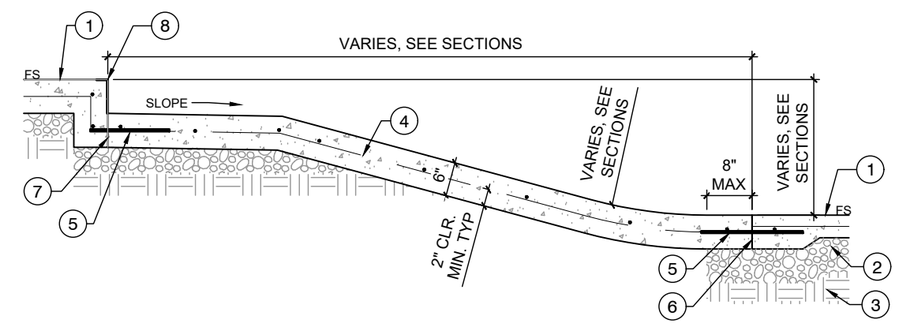
3 TYPICAL RADIUS WEDGE EXTENSION

1. 4000 PSI CONCRETE FLATWORK WITH #3 REBAR @ 16" O.C. BW
2. STEEL EDGING
3. STEEL COPING
4. EXPANSION JOINT
5. BASE COURSE
6. 4000 PSI SHOTCRETE WITH #3 REBAR @ 12" O.C.
7. COMPACTED SUBGRADE



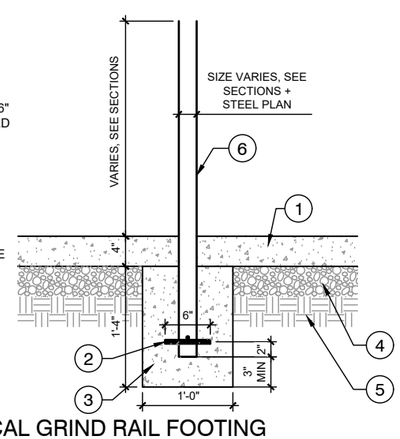
4 TYPICAL QUARTERPIPE EXTENSION

1. 4000 PSI CONCRETE FLATWORK WITH #3 REBAR @ 16" O.C. BW
2. BASE COURSE
3. COMPACTED SUBGRADE
4. 4000 PSI SHOTCRETE WITH #3 REBAR @ 12" O.C. BW
5. SLIP DOWEL
6. COLD JOINT / KEY JOINT
7. EXPANSION JOINT
8. STEEL RISER



5 TYPICAL EURO GAP

1. 4000 PSI CONCRETE FLATWORK WITH #3 REBAR @ 16" O.C. BW
2. (2) #3 REBAR 6" LONG. DRILLED THROUGH + CROSSED ABOVE TO STABILIZE
3. CONCRETE FOOTING
4. BASE COURSE
5. COMPACTED SUBGRADE
6. GRIND RAIL

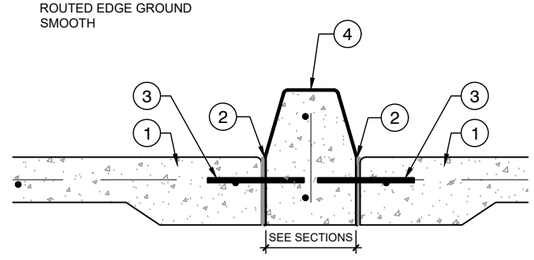


6 TYPICAL GRIND RAIL FOOTING

1. 4000 PSI CONCRETE FLATWORK WITH #3 REBAR @ 16" O.C. BW
2. EXPANSION JOINT
3. SLIP DOWEL
4. STEEL SLAPPY CURB. 1/8" / 11 GA STEEL WALL WITH 1/8" MIN. ROUTED EDGE GROUND SMOOTH

SEE STEEL PLAN FOR FABRICATION + FINISH NOTES

SLAPPY CURB TO BE FILLED WITH CONCRETE PRIOR TO SETTING.

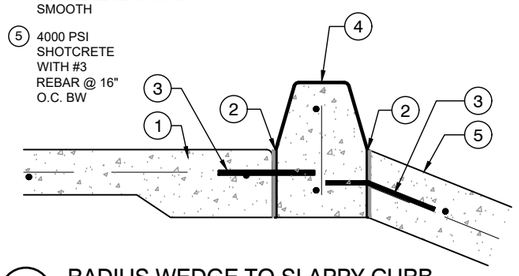


7 SLAPPY CURB

1. 4000 PSI CONCRETE FLATWORK WITH #3 REBAR @ 16" O.C. BW
2. EXPANSION JOINT
3. SLIP DOWEL
4. STEEL SLAPPY CURB. 1/8" / 11 GA STEEL WALL WITH 1/8" MIN. ROUTED EDGE GROUND SMOOTH
5. 4000 PSI SHOTCRETE WITH #3 REBAR @ 16" O.C. BW

SEE STEEL PLAN FOR FABRICATION + FINISH NOTES

SLAPPY CURB TO BE FILLED WITH CONCRETE PRIOR TO SETTING.



8 RADIUS WEDGE TO SLAPPY CURB

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Parkitecture
SPOHN RANCH SKATEPARKS

Project Name:
WILLIAM MCFARLAND PARK PHASE 1B: SKATEPARK
4802 Marsh Road
McFarland, WI 53558

Sheet Title:
CONSTRUCTION DETAILS

Revisions:

Project #: 22.053
Issued For: Review
Date: 12/16/2022

Sheet Number
SK9.1

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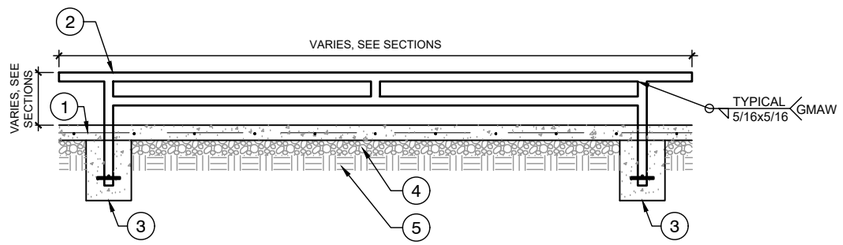
1. 4000 PSI CONCRETE FLATWORK WITH #3 REBAR @ 16" O.C. BW
2. GRIND RAIL, SEE SECTIONS
3. TYPICAL GRIND RAIL FOOTING
4. BASE COURSE
5. COMPACTED SUBGRADE

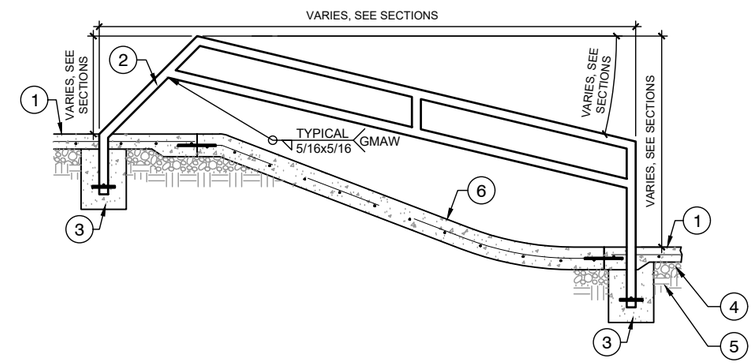
SEE STEEL PLAN FOR FABRICATION + FINISH NOTES



1 TYPICAL ROUND FLAT GRIND RAIL

1. 4000 PSI CONCRETE FLATWORK WITH #3 REBAR @ 16" O.C. BW
2. GRIND RAIL, SEE SECTIONS
3. TYPICAL GRIND RAIL FOOTING
4. BASE COURSE
5. COMPACTED SUBGRADE
6. 4000 PSI SHOTCRETE WITH #3 REBAR @ 12" O.C. BW

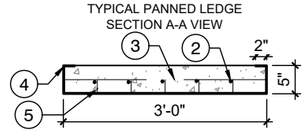
SEE STEEL PLAN FOR FABRICATION + FINISH NOTES



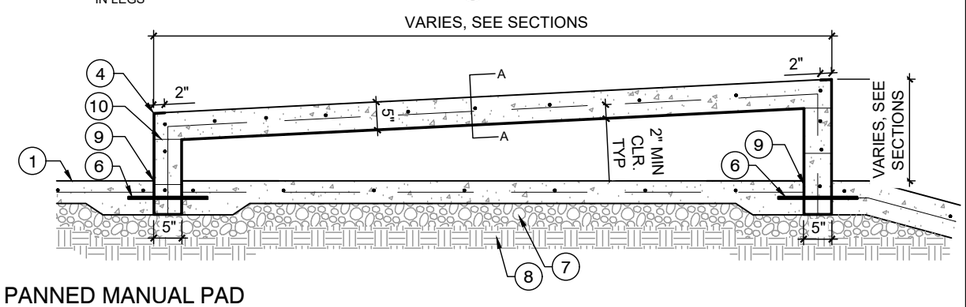
2 TYPICAL RAKED GRIND RAIL

1. 4000 PSI CONCRETE FLATWORK WITH #3 REBAR @ 16" O.C. BW
2. #3 REBAR LONG BAR @ 6" O.C.
3. #3 REBAR SHORT BAR @ 12" O.C.
4. 11GA .120" THICK STEEL WALL WITH 1/8" MIN. ROUTED EDGE GROUND SMOOTH
5. PROVIDE VERT. BAR SUPPORTS WELDED TO STEEL PAN @ 18" O.C. ALONG LONG BARS
6. SLIP DOWEL @ 16" O.C.
7. BASE COURSE
8. COMPACTED SUBGRADE
9. EXPANSION JOINT
10. #3 REBAR @ 8" O.C. SHORT WAY IN LEGS

TYPICAL PANNED LEDGE SECTION A-A VIEW



SEE STEEL PLAN FOR FABRICATION + FINISH NOTES



3 RAKED PANNED MANUAL PAD

1. 4000 PSI CONCRETE FLATWORK WITH #3 REBAR @ 16" O.C. BW
2. #3 REBAR LONG BAR @ 6" O.C.
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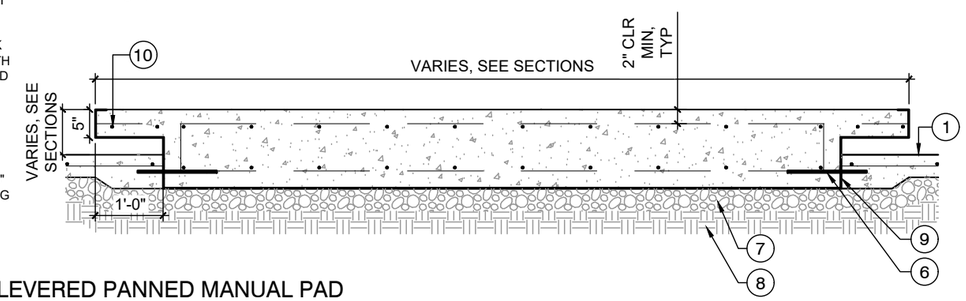
10. #3 REBAR @ 8" O.C. SHORT WAY IN CANTILEVER

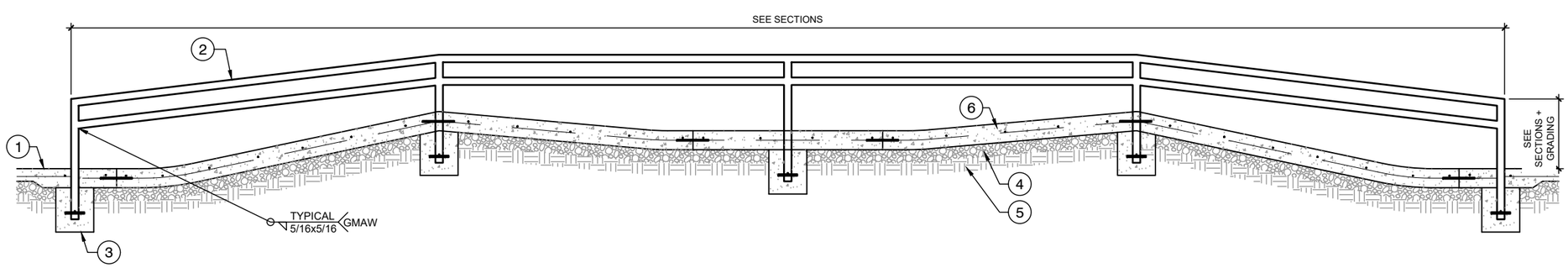
SEE STEEL PLAN FOR FABRICATION + FINISH NOTES



4 CANTILEVERED PANNED MANUAL PAD

1. 4000 PSI CONCRETE FLATWORK WITH #3 REBAR @ 16" O.C. BW
2. GRIND RAIL, SEE SECTIONS
3. TYPICAL GRIND RAIL FOOTING
4. BASE COURSE
5. COMPACTED SUBGRADE
6. 4000 PSI SHOTCRETE WITH #3 REBAR @ 12" O.C. BW

SEE STEEL PLAN FOR FABRICATION + FINISH NOTES



5 LONG ROUND GRIND RAIL

Sheet Size - 11x17

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1. 4000 PSI CONCRETE FLATWORK WITH #3 REBAR @ 16" O.C. BW
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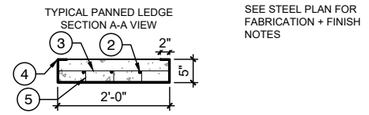
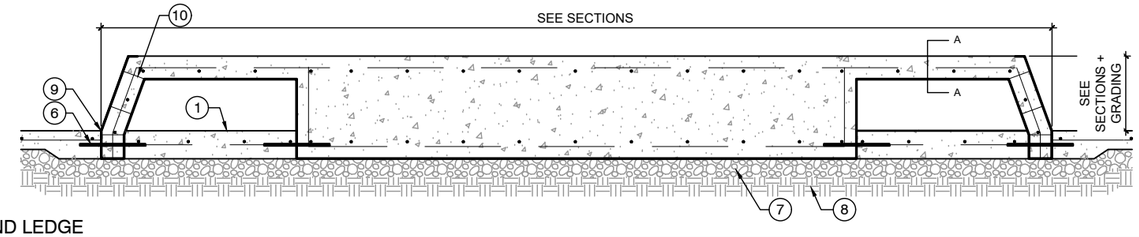


SEE STEEL PLAN FOR FABRICATION + FINISH NOTES



1 PANNED GRIND LEDGE

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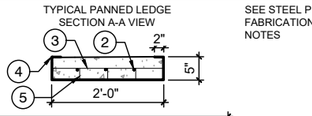

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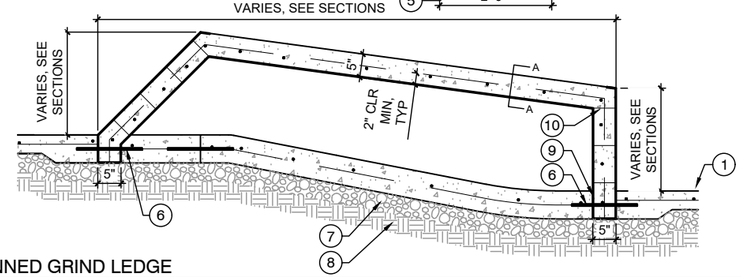

2 RAKED PANNED GRIND LEDGE

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Madison, WI 53717
608.886.6808
Parkitecture

SPOHN RANCH SKATEPARKS

Project Name:
WILLIAM MCFARLAND PARK
PHASE 1B: SKATEPARK
4802 Marsh Road
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Sheet Number
SK9.3

Sheet Size - 11x17

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Specification Manual

January 11, 2023

DRAFT

William McFarland Park Phase 1B

4802 Marsh Road
McFarland, WI 53558

Project # 22.053

Bid Due Date: January 31, 2022

Plans Prepared By:

Parkitecture + Planning
901 Deming Way
Madison, WI 53717
608.886.6808

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Village of McFarland, WI

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Section 1B	Affidavit of Qualifications	Pgs 1-3
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Drawings:

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C100 – Existing Conditions
C101 – Demolition + Erosion Control Plan
C200 – Overall Site Plan
C201 – Site Plan + Restoration Plan
C300 – Site Grading Plan
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Sk5.0 – Layout Plan
Sk6.0 – Grading + Drainage Plan
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Sk8.0 – Sections
Sk8.1 – Sections
Sk8.2 – Sections
SK9.0 – Construction Details
SK9.1 – Construction Details
SK9.2 – Construction Details
SK9.3 – Construction Details

ADVERTISEMENT TO BID

January 11, 2023

The Village of McFarland is soliciting Bids for the proposed pickleball court complex and related improvements at William McFarland Park. Bids will be received until **2:00 PM, January 31, 2023** online via **QUEST CDN** only. Bids will be virtually opened and read aloud. All planholders will be provided with login information prior to bid opening via addendum.

PROJECT SCOPE:
The project scope includes but not limited to: demolition, earthwork, concrete skatepark construction, landscaping, and site restoration.

BID SUBMITTAL:
Bids shall be submitted online via **QUEST CDN** only. The OWNER reserves the right to waive any informalities and to reject any or all Bids. The letting of the work described herein is subject to the provisions of Sections 61.54, 66.0901 and 66.0903, Wisconsin Statutes. All prime contractors shall complete the required pre-qualification forms prior to bid submittal.

BID DOCUMENT AVAILABILITY:
Bidding Documents will be available from **QUEST CDN** online bid room (#8102952). Plan download fees are $30. Bid documents will be available for review only by appointment at the Village offices (5915 Milwaukee Street, McFarland WI, 53558), or at the Parkitecture + Planning office (901 Deming Way, Ste 102, Madison, WI, 53717).

PRE-BID CONFERENCE:
There will not be a pre-bid conference for this project. Contractor questions may be directed to Parkitecture + Planning, 608-664.3910.

BID BOND:
A satisfactory Bid Bond in the amount of 5% of the total bid payable to the OWNER, shall be submitted with the Bid via **QUEST CDN**.

SCHEDULE:
Selection of final bid is at the sole discretion of the OWNER and shall reserve the right to waive irregularities should it be needed. All Bids shall remain valid for 60 days after bid opening.

Publication Dates: **January 20 and January 27, 2023**

SECTION 1
INSTRUCTIONS TO BIDDERS

These Instructions to Bidders establish requirements for Bidding and Award of Contract.

- To demonstrate Bidder's qualifications to perform the Work, within five days of OWNER's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments and other such data as may be called for below. Bidder must be prepared to submit evidence of Bidder's qualifications to do business in the State of Wisconsin prior to award of the Contract.

- Bidder has made themselves familiar with those reports of explorations and tests of subsurface conditions at or contiguous to the Site that A/E (ARCHITECT/ENGINEER) has used in preparing the Bidding Documents.

- On request, OWNER will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid.

- Bidder shall comply with instructions and requirements identified in the Bid.

- The submission of a Bid will constitute an incontrovertible representation by Bidder to perform and furnish the work required by the Bidding Documents and apply the specific means, methods, techniques, sequences, or procedures of construction (if any) that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given A/E written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolution thereof by A/E is acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work.

- If a pre-Bid conference is to be held, it will be held at the time and place stated in the Advertisement to Bid.

- All questions about the meaning or intent of the Bidding Documents are to be submitted to A/E in writing. Interpretations or clarifications considered necessary by A/E in response to such questions will be issued by Addenda. All Addenda so issued shall become part of the Contract Documents. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to clarify, correct, or change the Bidding Documents as deemed advisable by OWNER or A/E. Receipt of all Addenda must be acknowledged in space provided in the Bid.

- A Certified Check, Back Cashier's Check or satisfactory Bid Bond in the amount stated in the Advertisement for Bids payable to the OWNER, shall accompany each Bid as a guarantee, that if the Bid is accepted, the Bidder will execute and file the Contract, Performance/Payment Bonds and Certification of Insurance, as required by the Contract Documents, within 15-days after the Notice of Award of Contract by the OWNER.

- The numbers of days within which, or the dates by which, the Work is to be (a) Substantially Completed and (b) completed and ready for final payment are set forth in the Agreement (or incorporated therein by reference to the attached Bid Form).

- The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to A/E, application for such acceptance will not be considered by A/E until after the Effective Date of the Agreement.

- The Bid form is included with the Bidding Documents. <u>The Bid must not be separated from the attached volume</u>.

- Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid Form. All blanks on the Bid Form must be completed in ink and the Bid signed or via digital format on QUEST CDN..

- Bids will be received for all divisions of the specifications and all other provisions of the Bidding Documents. Bids will not be considered or opened if they are received after the time set for opening Bids. Bids will be opened at the time and place indicated in the Advertisement to Bid and read aloud publicly.

SECTION 1A

BIDDER'S PROOF OF RESPONSIBILITY

-Confidential to the Extent Permitted by Laws and Regulations-

The Bidder's Proof of Responsibility must be filed with the Owner five days prior to the bid deadline. The Bidder must submit this statement, full and complete, sworn to before an officer authorized to administer oaths.

The purpose of this document is to enable the Owner to decide if the bidder has the financial ability, the equipment and the experience to perform the contract in a manner consistent with protection of the Owner's and the general welfare. It is not intended to discourage beginning contractors nor to make it difficult for qualified contractors to bid.

The Owner reserves the right to require additional information before awarding the contract in order to determine a prospective contractor's qualifications for the project. If the Owner determines that the answers to the questionnaire and the financial statement are insufficient or demonstrate that the bidder is not qualified the Owner may reject the bid.

Statement of Bidder's Qualifications

1. Name of Bidder _____
2. Bidder's address _____

   _____
3. Contact person _____
4. Telephone number _____
5. When organized _____
6. When incorporated _____
   (if Sole Proprietorship or Partnership, so indicate)
7. Years in business under present name _____
8. Licenses (type and license number) _____
9. Certifications (check those that apply):
   a. Disadvantaged Business Enterprise _____
   b. Minority Business Enterprise _____
   c. Woman-Owned Business Enterprise _____
   d. Small Business Enterprise _____
10. Contracts on hand
    (Attach a list of present uncompleted contracts, a schedule of their completion dates, % completed as of this date, and gross amount of each contract.)
11. General character of work typically performed by your firm _____

    _____
12. Has your firm or a firm for which a corporate officer of your firm was working ever defaulted on a contract or failed to complete any work awarded it? Yes _____ No _____

    (If yes, attach a statement setting forth when this occurred, where and why.)
13. Are there any judgments, claims, disputes or litigation pending or outstanding against your

firm? Yes No _____ _____

(If yes, attach a statement setting forth when this occurred, where and why.)

14. Attach a list of major contracts completed by your firm within the last five years, including the kind of work and the amount of the contract.

15. Attach a statement of experience in the construction of work similar in nature to the project for which your firm intends to submit a bid and references that may be contacted to verify the timeliness and quality of your work.

16. Attach a list of major equipment now owned or leased full-time by your firm.

17. Attach a list of principal employees of your firm, including the officers, and a short resume of the background and experience of these principal employees.

18. Attach a list of credit references, showing credit available. Banks or other financial institutions are preferred references.

19. Financial statement:
Condition at the close of business on _____, 20____. ___

Assets:

a. Cash _____

b. Accounts receivable _____

c. Work in progress _____

d. Real estate equity _____

e. Materials in stock _____

f. Book value of equipment _____

g. Book value of furniture and fixtures _____

h. Other assets _____

Liabilities:

a. Accounts, notes and interest payable _____

b. Other liabilities _____

Net Worth:

_____

(A standard financial statement may be submitted, if desired.)

20. Attach a completed Village of McFarland Affidavit of Qualifications.

Date at _____ this _____ day of 20 _____ ___

Name of Organization _____

By _____

Title _____

State of _____, County of _____, _____

hereby certifies that the answers to all the foregoing questions and the other information provided are true and correct.

_____

(signature)

Subscribed and sworn to before me this _____ day of _____

_____, 20___ . ___

_____ Notary Public

City/Village _____ County _____

My commission expires on _____

(Attachments consist of _____ sheets.)

SECTION 1B

VILLAGE OF MCFARLAND
AFFIDAVIT OF QUALIFICATIONS

_____ ("Affiant"), a duly authorized representative of _____, a potential contractor or subcontractor (hereinafter the "Contractor"), on a project for the Village of McFarland, swears on behalf of said Contractor, under oath and penalty of perjury, as follows:

1. Contractor's permanent place of business is located at:

   _____

2. The Contractor, if a business entity, is authorized or registered to transact business in the state by the Department of Financial Institutions in compliance with Wis. Stat. chs. 178, 179, 180, 181, or 183.

3. Neither the Contractor, nor agent, partner or officer of the Contractor, nor any employee who will perform any work on the project, is debarred, suspended, proposed for debarment or declared ineligible from contracting with any unit of federal, state or local government.

4. The Contractor is in compliance with provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions).

5. The Contractor has general liability, workers' compensation, unemployment, and automobile insurance at levels sufficient to protect the Village including those liability coverage limits specified in the contract documents.

6. The Contractor has complied with all provisions of Wisconsin prevailing wage law and federal Davis-Bacon related Acts, and all rules and regulations therein, for projects undertaken by the Contractor that are covered by these laws, for the past five (5) years.

7. The Contractor has _____ employees. The Contractor (does / does not) [STRIKE ONE] participant in an Apprenticeship program.

8. The Contractor has a written substance abuse prevention program meeting the requirements of Wis. Stat. § 103.503. As required by Wis. Stat. § 103.503, all employees are subject to drug and alcohol testing before commencing work on the public works project, except that testing of an employee before commencing work on a project is not required if the employee has been participating in a random testing program during the 90 days preceding the date on which the employee commences work on the public construction project.

9. Affiant represents and warrants that all employees who will perform work on the project are properly classified as employees or independent contractors under all applicable state and federal laws.

10. The Contractor (has / has not) [STRIKE ONE] been the subject of any investigation, order or judgment from any state or federal agency or court concerning an employment practice, including but not limited to, classification of employees, unemployment insurance, or discrimination. Copies of any investigation, order or judgment are attached. [STRIKE IF NOT APPLICABLE]

11. The Contractor's employees who will perform work on the project are:
    a. Covered under a current workers' compensation policy; and
    b. Properly classified under such policy.

12. The Contractor is in compliance with all applicable requirements of the federal Affordable Care Act.

13. The Contractor possesses all applicable professional and trade licenses required for performing the public works.

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

15. The Contractor is bondable for the terms of the proposed public construction contract.

16. The Contractor has satisfactorily completing the following five projects of similar size and complexity to the proposed public construction project within the last five years.

a. Project 1:

b. Project 2:

c. Project 3:

d. Project 4:

e. Project 5:

17. The Contractor has, and diligently maintains, a written safety program.

18. The Contractor has not been determined to have committed a Serious, Willful or Repeated violation (as defined by OSHA) of OSHA safety standards in the last 10 years.

19. The person signing below has the authority to sign on behalf of, and bind, the Contractor.

20. The Contractor understands that failing to submit the requited affidavit, or providing incorrect, false, or misleading information, shall automatically disqualify the Contractor from be awarded the public construction contract and/or performing work on the project.

Project: _____

Signature: _____

Date: _____

Name: _____

Title: _____

SECTION 2

BID FORM

The following bid proposal indicates an agreement on behalf of the Bidder to complete work required to fulfill the project scope as outlined in the plans and specifications for the unit prices specified herein for the following project:

William McFarland Park Phase 1B

Bid proposals shall remain valid for up to 60 days after date of the bid opening. Upon notice of award, bidder shall complete required Bond Forms and insurance documents. Three copies shall be provided to the A/E for review prior to execution by the OWNER.

The scope of work as outlined in the plans and specifications shall be substantially completed by Friday, June 2, 2023.

The signature(s) of the bidding entity on the following pages shall confirm that the Bidder has reviewed all pertinent documents and existing site conditions, fully reviewed the scope of the project, and understands the overall nature of the work.

Any questions regarding the above items shall have been sufficiently raised and resolved with the A/E and/or OWNER prior to bidding. Any clarifications and responses provided by the A/E and/or OWNER shall only be binding if issued in writing via addenda.

Signature below must be completed by an officer of the bidding entity who shall be authorized to bind said entity into contractual agreements.

_____
Name & Address of Bidder

_____
Contact Phone & Email

_____
Type of Entity (Corporation, LLC, etc)

conducting business in the State of _____;

_____
Signature

NOTARY
Signature_____
Sworn and subscribed to me on this
_____ day of 2023.
Name and Title_____
Expiration of Commission_____

SECTION 2

BID FORM

Addenda Acknowledged _____, _____, _____

Bidder to input unit prices below and include the total cost per item in the far right column. Bid Item descriptions are outlined in the Special Provisions Section of this Project Manual. The A/E shall review the computations for irregularities and notify bidder should errors be found.

ITEM	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1.	Mobilization	1	LS	$_____	$_____
2.	Erosion Control	1	LS	$_____	$_____
3.	Demolition/Earthwork	1	LS	$_____	$_____
4.	Dense Graded Basecourse	190	TON	$_____	$_____
5.	Concrete Pavement – 5"	773	SF	$_____	$_____
6.	Skatepark Construction	1	LS	$_____	$_____
7.	Shade Structures	1	EA	$_____	$_____
8.	Bicycle Parking	4	EA	$_____	$_____
9.	Picnic Tables	2	EA	$_____	$_____
10.	Trees	13	EA	$_____	$_____
11.	Restoration	1	LS	$_____	$_____

TOTAL BID (ITEMS 1 THROUGH 11)

_____ Dollars $_____

(Words) (Numbers)

DO NOT FILL OUT

SECTION 3

BID BOND

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

BIDDER *(Name and Address)*:

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

OWNER *(Name and Address)*:

BID
Bid Due Date:
Description *(Project Name and Include Location)*:

BOND
Bond Number:
Date *(Not earlier than Bid due date)*:
Penal sum _____ $ _____
(Words) (Figures)

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

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

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

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

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

3. This obligation shall be null and void if:

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

3.2 All Bids are rejected by Owner, or

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

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

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

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

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

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

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

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

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

SECTION 4

CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is dated as of the _____ day of _____ in the year _____ by and

between _____ (Owner)

and _____ (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.1 Work

A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

1. Project: William McFarland Park Phase 1B

2. Scope of Work: Project elements include demolition, earthwork, concrete pavement, concrete skatepark construction, landscaping, and restoration.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 Intent of Contract Documents

A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and A/E. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents (plans and specifications) are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.

B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the A/E. A/E will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

C. A/E will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.

D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by A/E or its consultants.

2.2 Contract Documents Defined

A. The Contract Documents consist of the following documents:

1. This Contract (pages 1 to 8, inclusive).

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2. Performance bond (pages 1 to 3, inclusive), plus attachments.
3. Payment bond (pages 1 to 3, inclusive), plus attachments.
4. Special Provisions (pages SP-1 to SP-4, inclusive).
5. Drawings (not attached but incorporated by reference) consisting of 24 sheets as listed in the Drawing Sheet Index.
6. Addenda (numbers __ to __, inclusive).
7. Exhibits to this Contract (enumerated as follows):
   a. Contractor's Bid (pages __ to __, inclusive).
8. The following which may be delivered or issued on or after the Effective Date of the Contract:
   a. Work Change Directives.
   b. Change Orders.
   c. Field Orders.

ARTICLE 3 - A/E

3.1 A/E

A. The A/E for this Project is Parkitecture + Planning, 901 Deming Way, Suite 102, Madison, WI 53717.

B. The term ENGINEER is used in the standard language of the General Conditions to represent the A/E referred to hereunder.

ARTICLE 4 - CONTRACT TIMES

4.1 Contract Times

A. Construction shall commence on or about March 1, 2023.

B. The Work will be substantially completed on or before June 2, 2023.

4.2 Liquidated Damages

A. None.

4.3 Delays in Contractor's Progress

A. If Owner, A/E, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Refer to Article 4 of the General Conditions for additional terms and requirements.

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ARTICLE 5 - CONTRACT PRICE

5.1 Payment

A. Owner shall pay Contractor in accordance with the Contract Documents at the unit price for each unit of Work as stated in Contractor's Bid Schedule, which is attached to this Contract as an exhibit.

1. The initial Contract Price based on the estimated quantities of work listed in the Bid Schedule is $_____.

2. The final Contract Price will be determined by multiplying each unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the A/E.

ARTICLE 6 - BONDS AND INSURANCE

6.1 Bonds

A. Refer to Article 6 of the General Conditions for terms and requirements.

6.2 Insurance

A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

a. Workers' Compensation:

State:	Statutory
Employer's Liability:	
Bodily Injury, each Accident	$ 100,000
Bodily Injury By Disease, each Employee	$ 100,000
Bodily Injury/Disease Aggregate	$ 500,000

b. Commercial General Liability:

General Aggregate	$ 1,000,000
Products - Completed Operations Aggregate	$ 2,000,000
Personal and Advertising Injury	$ 500,000
Each Occurrence (Bodily Injury and Property Damage)	$ 500,000

c. Automobile Liability:

Bodily Injury and Property Damage Combined Single Limit of	$ 1,000,000

d. Excess or Umbrella Liability:

Per Occurrence	$ 3,000,000
General Aggregate	$ 3,000,000

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B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.

C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:

1. Products and completed operations coverage maintained for three years after final payment;
2. Blanket contractual liability coverage to the extent permitted by law;
3. Broad form property damage coverage; and
4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.

E. The Contractor's commercial general liability and automobile liability, and umbrella or excess liability policies shall include and list Owner and A/E and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.

F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.1 Supervision and Superintendence

A. Refer to Article 8 of the General Conditions for terms and requirements.

7.2 Other Work at the Site

A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

B. Refer to Article 8 of the General Conditions for additional terms and requirements.

7.3 Quality Management

A. Contractor is fully responsible for managing quality to ensure Work is completed in accordance with the Contract Documents.

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7.4 Licenses, Fees and Permits

A. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.5 Record Documents

A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to A/E upon completion of the Work.

7.6 Shop Drawings, Samples, and Other Submittals

A. Refer to Article 7 of the General Conditions for terms and requirements.

7.7 Warranties and Guarantees

A. Refer to Article 6 of the General Conditions for terms and requirements.

7.8 Correction Period

A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.9 Indemnification

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and A/E, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.1 Owner's Responsibilities

A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through A/E.

B. Owner shall make payments to Contractor as provided in this Contract.

C. Owner shall provide Site and easements required to construct the Project.

D. Refer to Article 9 of the General Conditions for additional terms and requirements.

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ARTICLE 9 - A/E'S STATUS DURING CONSTRUCTION

9.1 A/E's Status

A. A/E will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of A/E as Owner's representative during construction are set forth in this Contract.

B. Neither A/E's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by A/E in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by A/E, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by A/E to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

C. Refer to Article 10 of the General Conditions for additional terms and requirements.

ARTICLE 10 - CLAIMS AND DISPUTE RESOLUTION

10.1 Claims Process

A. Refer to Article 12 of the General Conditions for terms and requirements.

ARTICLE 11 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

11.1 Refer to Article 14 of the General Conditions for terms and requirements.

ARTICLE 12 - PAYMENTS TO CONTRACTOR

12.1 Progress Payments

A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to A/E. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

12.2 Applications for Payments:

A. Contractor shall submit an application for payment in a form acceptable to the A/E, no more frequently than monthly, to A/E. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.

12.3 Retainage

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

1. 95 percent of the Work completed (with the balance being retainage); and

2. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

3. At 50 percent completion, no additional amounts will be retained unless A/E certifies that the Work is not proceeding satisfactorily, but amounts previously retained will not be paid to Contractor. At 50 percent completion or any time thereafter when the progress of the Work is not satisfactory, additional amounts may be retained but in no event will total

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retainage be more than 10 percent of the Work completed and materials and equipment delivered, suitably stored, and accompanied by required documentation.

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98 percent of the Contract Price (with the balance being retainage), less such amounts set off by Owner pursuant to Paragraph 14.4.C, and less A/E's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

12.4 Review of Applications

A. Refer to Article 15 of the General Conditions for terms and requirements.

12.5 Substantial Completion

A. All Contract work shall be substantially complete by 06/02/2023 .

B. The Contractor shall notify Owner and A/E in writing that the Work is substantially complete and request the A/E issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and A/E an initial draft of punch list items to be completed or corrected before final payment.

C. Refer to Article 15 of the General Conditions for additional terms and requirements.

12.6 Final Inspection

A. Refer to Article 15 of the General Conditions for terms and requirements.

12.7 Final Payment

A. Refer to Article 15 of the General Conditions for terms and requirements.

ARTICLE 13 - SUSPENSION OF WORK AND TERMINATION

13.1 Refer to Article 16 of the General Conditions for terms and requirements.

ARTICLE 14 - CONTRACTOR'S REPRESENTATIONS

14.1 Contractor Representations

A. Contractor makes the following representations when entering into this Contract:

1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

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

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

4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:

a. The cost, progress, and performance of the Work;

b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and

c. Contractor's safety precautions and programs.

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5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
7. Contractor has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to Contractor.
8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

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

This Contract will be effective as of the date first written on Page 1 of the Contract (which is the Effective Date of the Contract).

OWNER:	CONTRACTOR:
_____	_____
By: _____	By: _____
Title: _____	Title: _____
_____	*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)* _____
Attest: _____	Attest: _____
Title: _____	Title: _____
Address for giving notices: _____	Address for giving notices: _____
_____	_____
_____	_____
_____	_____
	License No.: _____ (where applicable)

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SECTION 5

PAYMENT BOND

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

CONTRACTOR (*Name and Address*):

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

OWNER (*Name and Address*):

CONTRACT
Effective Date of Agreement:
Amount:
Description *(Name and Location)*:

BOND
Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount:
Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL	SURETY
_____ (Seal) Contractor's Name and Corporate Seal	_____ (Seal) Surety's Name and Corporate Seal
By: _____ Signature	By: _____ Signature (Attach Power of Attorney)
_____ Print Name	_____ Print Name
_____ Title	_____ Title
Attest: _____ Signature	Attest: _____ Signature
_____ Title	_____ Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

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

2. With respect to Owner, this obligation shall be null and void if Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. Reserved.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

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

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

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related

subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

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

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address, and Telephone*) Surety Agency or Broker: Owner's Representative (*Engineer or other*):

SECTION 5

PERFORMANCE BOND

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

CONTRACTOR (*Name and Address*):

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

OWNER (*Name and Address*):

CONTRACT
Effective Date of Agreement:
Amount:
Description (*Name and Location*):

BOND
Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount:
Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL	SURETY
_____ (Seal)	_____ (Seal)
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
_____	_____
Title	Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
   - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
   - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
   - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
     1. Surety in accordance with the terms of the Contract; or
     2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:

   - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
   - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
   - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
   - 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
     1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
     2. Deny liability in whole or in part and notify Owner citing reasons therefor.

4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

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

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

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

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

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

11. Definitions.

11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address and Telephone*) Surety Agency or Broker: Owner's Representative (*Engineer or other party*):

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

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

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

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

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

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

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

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

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

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

10. *Claim*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

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recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

46. *Technical Data*

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

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

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

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

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

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

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

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1.02 *Terminology*

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

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

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

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

1. does not conform to the Contract Documents;

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

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

E. *Furnish, Install, Perform, Provide*

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

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

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

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

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

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

ARTICLE 2—PRELIMINARY MATTERS

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

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

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

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

2.02 *Copies of Documents*

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

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

2.03 *Before Starting Construction*

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

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

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

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into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

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

2.05 *Acceptance of Schedules*

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

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

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

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

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

2.06 *Electronic Transmittals*

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

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

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

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ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

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

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

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

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

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

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

G. Nothing in the Contract Documents creates:

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

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

3.02 *Reference Standards*

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

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

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

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inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

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

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

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

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

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

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

3.04 *Requirements of the Contract Documents*

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

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

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

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

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

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

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

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

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

4.02 *Starting the Work*

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

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

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established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

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

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

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

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

4.05 *Delays in Contractor's Progress*

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

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

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

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;

3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and

4. Acts of war or terrorism.

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

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.

2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.

3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

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

1. The circumstances that form the basis for the requested adjustment;

2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;

4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and

5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

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

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

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

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

5.01 *Availability of Lands*

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

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

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

5.02 *Use of Site and Other Areas*

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

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

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

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

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

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and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

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

5.03 *Subsurface and Physical Conditions*

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

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

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

3. Technical Data contained in such reports and drawings.

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

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

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

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

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

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

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

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5.04 *Differing Subsurface or Physical Conditions*

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

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

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

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

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

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

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

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Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

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

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

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

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

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

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

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

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

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

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

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or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

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

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

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

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

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

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

5.06 *Hazardous Environmental Conditions at Site*

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

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

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

3. Technical Data contained in such reports and drawings.

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

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

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of construction to be employed by Contractor, and safety precautions and programs incident thereto;

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

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

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

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

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

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

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

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

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conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

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

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

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

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

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

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

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

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

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

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

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

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

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

6.02 *Insurance—General Provisions*

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

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

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

D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

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Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

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

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

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

H. Contractor shall require:

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

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

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

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

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

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

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

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

6.03 *Contractor's Insurance*

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

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

1. include at least the specific coverages required;

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

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

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

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

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

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

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

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

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

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

6.04 *Builder's Risk and Other Property Insurance*

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

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

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

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

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

6.05 *Property Losses; Subrogation*

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

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Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

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

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

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

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

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

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

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6.06 *Receipt and Application of Property Insurance Proceeds*

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

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

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

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

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

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

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B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that the proposed item:

1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

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2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) has a proven record of performance and availability of responsive service; and

4) is not objectionable to Owner.

b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

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3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:

   a. will certify that the proposed substitute item will:

      1) perform adequately the functions and achieve the results called for by the general design;

      2) be similar in substance to the item specified; and

      3) be suited to the same use as the item specified.

   b. will state:

      1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;

      2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

      3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

   c. will identify:

      1) all variations of the proposed substitute item from the item specified; and

      2) available engineering, sales, maintenance, repair, and replacement services.

   d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

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E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

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H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

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7.09 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

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7.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

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I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

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3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

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document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

   a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

   b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

   c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

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d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Shop Drawing or Sample submittal;

6. The issuance of a notice of acceptability by Engineer;

7. The end of the correction period established in Paragraph 15.08;

8. Any inspection, test, or approval by others; or

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9. Any correction of defective Work by Owner.

E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

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D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;
2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

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E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

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B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

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9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

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ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

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E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

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ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

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B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

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1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:

1. A mutually acceptable fixed fee; or
2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
   a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
   b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
   c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
   d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
   e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
   f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

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11.08 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content*: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

   a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

   b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

   The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

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Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

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and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

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2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:

   a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

   b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

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consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

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g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:

a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:

1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.

2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

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Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

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thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

   a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

   b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

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D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

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losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

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or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

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establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

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4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work;

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

   c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;

   d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

   e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

   a. the Work is defective, requiring correction or replacement;

   b. the Contract Price has been reduced by Change Orders;

   c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

   d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

   e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

   a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

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b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

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submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

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significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

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d. a list of all duly pending Change Proposals and Claims; and

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

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appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
2. correct such defective Work;
3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

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F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

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attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

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provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
2. agree with the other party to submit the dispute to another dispute resolution process; or
3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

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18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SECTION 7

SPECIAL PROVISIONS

Project Information

This project is being funded by the Village of McFarland (Owner). All scope items and work listed below AND as required to complete the project shall be accounted for in the Contractors total bid price. Contractor shall minimize disturbance to the existing park as much as possible. Public access will be permitted during construction in areas other than the designated work zone.

Reference

The work included in this project scope shall be completed in accordance with the plans. The scope items shall be described in the following section and executed according to the referenced standards. The latest edition of the "State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction" shall serve as the referenced standard.

Item 1 – Mobilization

Scope: This work shall include the cost of moving in equipment and supplies to the site, the establishment of necessary stockpiles and trailer, perimeter fencing around the project area, and moving the same off site. This item also includes any construction staking or layout required by the contractor.

Reference: Section 619 of the standard specifications.

Payment: This work will be measured and paid for at the contract lump sum price. This shall include compensation for furnishing, delivering, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work.

Item 2 – Erosion Control

Scope: This work consists of furnishing, installing, and maintaining tracking pad, inlet protection, and silt fence/sock at the locations designated on the Plans and where directed by the A/E, removing and disposing sediment deposits, and removing fence at the completion of the work.

Reference: Section 628 of the standard specifications, and all WDNR Construction Technical Standards including No. 1056, No. 1057, and No. 1071.

Payment: This work will be measured and paid for at the contract lump sum price. This shall include compensation for furnishing, delivering, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work.

Item 3 – Demolition/Earthwork

Scope: This work consists of removing and disposing of miscellaneous items at the locations designated on the Plans and where directed by the A/E. Items include but are not limited to saw cutting, clearing and grubbing, tree protection, curb and gutter removal, pavement removal, abandoning and removing utilities, stockpiling of topsoil, excavating, rough grading, importing new fill, compacting, preparation of sub-grade, disposal of excess materials, temporary drainage and miscellaneous item removals.

Payment: This work will be measured and paid for at the contract lump sum price. This shall include compensation for furnishing, delivering, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work.

Item 4 – Dense Graded Basecourse

Scope: This work describes furnishing and installing 3/4" dense graded basecourse under concrete pavement areas as shown in the details and plans. This will include a minimum of 4" top dressing of the existing skatepark footprint, full depth import for the expanded skatepark footprint and entry areas, and additional material needed for construction of raised features.

Reference: Section 305 of the standard specifications.

Payment: This work will be measured and paid for at the contract unit price per ton. This shall include compensation for furnishing, delivering, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work.

Item 5 – Concrete Pavement – 5"

Scope: This work consists of furnishing and installing concrete pavement including forming, reinforcing, aggregate base, and concrete and finishing at locations designated on the Plans in accordance with the standard specifications.

Reference: Section 602 of the standard specifications.

Payment: This work will be measured and paid for at the contract unit price per square foot. This shall include compensation for furnishing, delivering, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work.

Item 6– Skatepark Construction

Scope: This work describes furnishing and installing all elements related to the concrete skatepark area including but not limited to poured concrete, shotcrete, turndown walls, railings, steel reinforcing, steel coping, precast skate features, etc as shown in the details and plans. This item shall also include the required excavating, fine grading, importing new fill, compacting of stone and other required materials.

Reference: Technical specifications as included on the plan and details sheets.

Provide stamped Engineered Drawings.

Provide shop drawings and receive approval.

Demonstration of Experience: Potential suppliers and installers of precast concrete skate elements could include but are not limited to Spohn Ranch Skateparks, 6824 S Centinela Ave., Los Angeles CA 90230 (626)-330-5803 and American Ramp Company, 601 McKinley Ave. Joplin, MO 64801 (800) 949-2024. All vendors interested in supplying and installing these items MUST complete the "Bidder's Qualifications for Skateparks" forms found in Section 1B by the specified date.

Payment: This work will be measured and paid for at the contract lump sum price. This shall include compensation for furnishing, delivering, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work.

Item 7 – Shade Structures

Scope: This work consists of furnishing and installing the shade structures as shown on the Plans. This item shall include pier footings.

Reference: Shade Structure: Shade Systems model 10158SW with pier mounted columns. Structure is 10' x 15' with 8' eave. Final colors should match the adjacent pickleball court structure and shall be verified by owner prior to fabrication.

Manufacturer Contact:

Commercial Recreation Specialists, 1807 Liberty Dr. Suite 101, Verona WI, 877-896-8442, ron@crs4rec.com or donna@crs4rec.com

- or pre-approved equivalent.

Provide stamped Engineered Drawings for structure and footings.

Provide shop drawings and receive approval.

FOOTINGS: The structures shall be set on prepared footings sized as shown, anchor bolts to be provided by manufacturer. The manufacturers engineer shall review and confirm design footings to the minimum values identified in IBC Table 1804.2 Allowable Foundation and Lateral Pressure. The contractor must use appropriate construction practices for the specific site conditions.

Payment: This work will be measured and paid for at the contract price per each. This shall include compensation for furnishing, delivering, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work. This shall also include stamped engineered drawings and calculations.

Item 8 – Bicycle Parking
Scope: This work consists of furnishing and installing the bike racks as shown on the Plans. Items shall be surface mounted.

Reference:
Bike Racks: Madrax model PAR-2 (Post and Ring). Frame color: Black.

Provide shop drawings and receive approval.

Payment: This work will be measured and paid for at the contract price per each. This shall include compensation for furnishing, accepting delivery, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work.

Item 9 – Picnic Tables
Scope: This work consists of furnishing and installing the picnic tables as shown on the Plans. Items shall be surface mounted. One table shall be ADA accessible and contain 3 seats, one shall contain 4 seats.

Reference:
Bike Racks: Belson model TRDP464S-EA and TRDP463S-EA (Round Coated Steel Pedestal Table with Advantage Finish). Frame color: Black, Seat/Top color Light Blue.

Provide shop drawings and receive approval.

Payment: This work will be measured and paid for at the contract price per each. This shall include compensation for furnishing, accepting delivery, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work.

Item 10 - Trees
Scope: This work consists of furnishing and installing trees as specified in the plans and details.

Materials: Supplement subsection 632.2.6(1) of the WisDOT Specifications with the following: Provide 3" double shredded hardwood mulch.

Reference: Per Section 632 of the standard specifications. The entire planting beds shall be mulched where applicable.

Plant Establishment Period: Replace subsection 632.3.18.1.1 of the WisDOT Specifications with the following: A plant establishment period of 1 year shall follow the completion of planting for all trees, perennials and grasses areas.

Payment: This work will be measured and paid for at the contract price per each. This shall include compensation for accepting delivery, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work.

Item 11 – Restoration

Scope: This work consists of restoration of areas disturbed during the project and includes furnishing and installing topsoil, and sod if required.

Reference: Per WisDOT Section 625, 627, 628, 629, 630, 631.
SEED: Seed Mixture shall be WisDOT #40, per Section 630. Seed shall be free of non-seed debris and invasive weed species.
ESTABLISHMENT PERIOD: Contractor to maintain new turf areas until a substantial growth (uniform 3-4" in height) is observed and approved by the Owner or A/E. Any bare areas greater than 5" square shall be re-seeded as necessary until growth is acceptable. Contractor shall water as required to produce substantial growth, temporary irrigation systems as needed shall be incidental to this item. Mowing shall occur as needed until final project acceptance. Turf should be kept at below 3" to avoid lay down.

Payment: This work will be measured and paid for at the contract lump sum price. This shall include compensation for furnishing, delivering, installing, maintenance, and removal of materials, and for all labor, equipment, and incidentals necessary to complete this item of work.

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Tuesday, February 14, 2023**

SECTION: **Business**

DEPARTMENT: **Administration**

CONTACT: **Cassandra Suettinger, Deputy Administrator/Clerk, Andrea Anderson, HR Generalist, Lee Igl, Streets/Utilities Superintendent**

AGENDA ITEM: **Discussion and action regarding the job description and classification to create the Full-Time and Part-Time Custodian positions within the Public Works Department.**

PREVIOUS ACTION:

ISSUE SUMMARY:
A need has been established to create full-time and part-time custodian positions within the Public Works department to take over the custodial duties for the Village due to the following occurrences:

- Public Works part-time cleaning staff resigned their position.
- Contracted cleaning staff is difficult to maintain with the required Police Department clearances.
- Performance by the contracted cleaning staff at the Municipal Center and the Library is not meeting expectations.
- The new cost of the contracted cleaning staff with the addition of the Public Works facility is much higher than the previous contract.

Given the above constraints and performance issues, Administration and Public Works staff feel the Village would have better control over the completion and quality of the work by taking the custodial duties back in-house with the addition of a full-time and part-time custodian. This would also allow for the custodial employees to be available for assistance with special projects and emergency needs.

Therefore, the Village would like to bring forward the addition of one full-time and one part-time custodian positions to be housed within the Public Works Department.

FINANCIAL/BUDGET IMPACT:
None. Approved in the 2023 budget.

VILLAGE PLAN REFERENCE:
N/A

ORDINANCE REFERENCE:

None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:
The Personnel Committee unanimously recommended approval.

Motion to approve the job description and classification to create the Full-Time and Part-Time Custodian positions within the Public Works Department.

ATTACHMENTS:
1. Scoring Worksheet - Custodian 01.25.2023
2. FT Custodian 01.25.2023 - FINAL
3. PT Custodian 01.25.2023 - FINAL

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JOB EVALUATION INSTRUMENT SCORING SHEET

Factor 1: Education	
1	20
2	40
3	50
4	60
5	80
6	90
7	100
License/ Certificate	+10

Factor 2: Work Experience	
1	25
2	50
3	75
4	100
5	125

Factor 3: Level of Discretion	Minor	Moderate	Serious	Critical
Little	10	20	35	55
Some	15	25	45	70
Often	25	45	55	80
High	45	55	75	100
Very High	50	60	90	115

Factor 4: Policy Development	
1	15
2	30
3	40
4	60
5	75
6	85
7*	100

Factor 5: Planning	
1	35
2	50
3	65
4	80
5	95
6*	110

Factor 6: Contact with Others	
1	15
2	30
3	45
4	60
5	75
6	85
7	100

Factor 7: Work of Others	
No Supv	0
1	10
2	25
3	40
4	65
5	80
6	85
7	95
8	105*

Factor 8: Working Conditions		
1	Office work only. Good working conditions with almost complete absence of physically demanding, unpleasant, strenuous, and/or hazardous elements.	15
2	Minimal external work or occasional exposure to physically demanding, unpleasant, strenuous, and/or hazardous situations.	30
3	Frequent exposure to physically demanding, unpleasant, strenuous, and/or hazardous elements.	45
4	Regular exposure to particularly physically demanding, unpleasant, strenuous, and/or hazardous elements, such as, dealing with inclement weather, operating heavy equipment, etc.	60
5	Continuous exposure to life threatening public safety situations which could jeopardize personal safety.	75

Factor 9: Technology	
1	0
2	10
3	30
4	50
5A	65
5B	65
6	75
7	85

TOTAL - 295

* These responses reserved for the highest-level of organization-wide authority, i.e. the Administrator/Manager

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JOB EVALUATION INSTRUMENT
FACTOR 1: EDUCATION

This factor measures the minimum level of education required by the job that is normally acquired through formal instruction.

Level	Definition	Point Value
1	Level of knowledge that is below what is normally attained through high school graduation.	20
2	High school degree or equivalent (GED).	40
3	High school, plus elementary technical training, acquired on the job or through one year or less of technical or business school.	50
4	Extensive technical or specialized training such as that which would be acquired by an Associates Degree or two years of technical or business school.	60
5	Completion of four-year college degree program.	80
6	Additional professional level of education beyond a four-year college program, such as a CPA or Professional Engineer (P.E.) training.	90
7	Completion of graduate coursework equal to a Master's Degree or higher.	100
Add on to any level as needed	License or certificate required to perform job duties	10

JOB EVALUATION INSTRUMENT
FACTOR 2: WORK EXPERIENCE

This factor measures the amount of work experience an employee would need to possess before assuming full responsibility for the position and performing the work effectively.

Level	Definition	Point Value
1	Less than one year experience is required.	**25**
2	Between one year and three years experience is required.	**50**
3	Between four to six years experience is required.	**75**
4	Between seven to ten years experience is required.	**100**
5	More than ten years experience is required.	**125**

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JOB EVALUATION INSTRUMENT
FACTOR 3: INDEPENDENT JUDGMENT & DECISION MAKING

This factor measures the level of discretion or judgment the individual exercises in making decisions and the potential impact of such decisions or judgments on the overall success of the organization and impact on the community.

Level of Discretion	Potential Impact of Erroneous Decisions or Judgment			
	Minor: Some inconvenience and delays but minor costs in terms of time, money, or public/employee good will.	**Moderate**: Moderate costs in time, money, or public/employee good will would be incurred. Delays in important projects/schedules likely	**Serious**: Important goals would not be achieved and the financial, employee, or public relations posture of the Organization would be seriously affected	**Critical**: Critical goals and objectives of the Organization would be adversely and very seriously affected. Error could likely result in critical financial loss, property damage, or bodily harm/loss of life
LITTLE: Little discretion or independent judgment exercised	**10**	**20**	**35**	**55**
SOME: Some discretion or judgment exercised, but supervisor is normally available	**15**	**25**	**45**	**70**
OFTEN: Job often requires making decisions in absence of specific policies and/or guidance from supervisors, but some direct guidance is received from supervisors	**25**	**45**	**55**	**80**
HIGH: High level of discretion with decisions restricted only by Departmental policies and little direct guidance from supervisors	**45**	**55**	**75**	**100**
VERY HIGH: Very high level of discretion with decisions only restricted by the broadest policies of the Organization	**50**	**60**	**90**	**115**

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JOB EVALUATION INSTRUMENT

FACTOR 4: RESPONSIBILITY FOR POLICY DEVELOPMENT

This factor is a measure of the extent to which the position requires the employee to participate in the development of policies and procedures both within the department and between departments in the organization.

Level	Definition	Point Value
1	Position involves only the execution of policies or existing standard operating procedures.	15
2	May provide some input to supervisor when policies or standard operating procedures are updated.	30
3	Position involves some development of policies/procedures for the Department and/or the interpretation or explanation of departmental policies for others in the organization or residents.	40
4	Position involves significant or primary responsibility for the development of policies and procedures for a division or organizational component of a department, as well as the interpretation, execution and recommendation of changes to department policies.	60
5	Position involves significant or primary responsibility for the development of policies and procedures for an entire department, plus occasional participation in the development of policies which affect other departments in the organization.	75
6	Position involves the primary responsibility for the development of departmental policies and procedures and regular participation in the development of policies that affect other departments and occasionally involves participation in the development of organization-wide policies.	85
7	Position involves primary responsibility for the overall development of organization-wide policies.	100

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JOB EVALUATION INSTRUMENT
FACTOR 5: PLANNING

This factor measures the degree to which the incumbent plans, either their own daily work or for the use of resources (manpower, equipment, supplies, etc.) in the attainment of departmental objectives and organization-wide goals.

Level	Definition	Point Value
1	Position requires that my daily work load and activities are assigned to me by my supervisor.	35
2	Position requires that I plan my own daily work load and work independently according to established procedures or standards.	50
3	Position requires that I plan my own daily work load and those of others in the department (first-level supervision).	65
4	Position requires an above average ability to analyze data and develop departmental plans, including plans where a number of difficult, technical and/or administrative problems must be addressed (Manager/Division level planning).	80
5	Position requires a high level of analytical ability to develop plans for a department or complex situation, including plans that involve integrating/involving/impacting other departments (Department Head level planning).	95
6	An extremely high level of planning and analysis is required for the entire organization. Work at this level often includes strategic planning for the organization, long range (five years or more) plans, etc (City Manager/Administrator level).	110

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JOB EVALUATION INSTRUMENT
FACTOR 6: CONTACT WITH OTHERS

This factor considers the extent to which the employee requires meeting and dealing with the public and influencing other persons, as well as the level of authority the employee has to make commitments on behalf of the organization.

Level	Definition	Point Value
1	Position involves interaction with fellow workers on routine matters with relatively little public contact.	15
2	Position involves frequent internal and external contact, but generally on routine matters such as furnishing or obtaining information.	30
3	Position involves frequent internal contact and regular contact with outsiders generally on routine matters, including contacts with irate outsiders which require some public relations skill for taking complaints for others to follow up upon.	45
4	Position involves frequent internal and external contacts which require public relations skills in handling complaints. Contacts involve non-routine problems and require in-depth discussion and/or persuasion in order to resolve the problem. Handles more difficult contacts that are referred by front line employees.	60
5	Position involves frequent internal and external contacts which require skill in dealing with, and influencing others, and initiating changes in policy/procedures to address the issue so as to avoid having to deal with the issue again in the future.	75
6	Position involves frequent internal and external contacts in which position acts as the spokesperson for the department and is authorized to make commitments of significant resources on behalf of the department.	85
7	Position involves frequent internal and external contacts where position represents the entire organization and is authorized to make commitments in matters of broad or critical interest to the entire organization.	100

JOB EVALUATION INSTRUMENT
FACTOR 7: WORK OF OTHERS

This factor measures the extent to which the employee is responsible for determining work levels and work content for other employees.

Level	Size of Group	Point Value
0	No responsibility for the work of others.	**0**
1	Responsible for assigning work to an employee or employees, without acting in a supervisory role.	**10**
2	Responsible for the supervision of one full time or several part time employees.	**25**
3	Responsible for the supervision of two to five full time (or full time equivalent) employees.	**40**
4	Responsible for the supervision of six to 15 full time (or full time equivalent) employees.	**65**
5	Responsible for direct and/or indirect supervision of 16 to 29 full time (or full time equivalent) employees.	**80**
6	Responsible for direct and/or indirect supervision of 30 to 50 full time (or full time equivalent) employees.	**85**
7	Responsible for direct and/or indirect supervision of more than 51 full time (or full time equivalent) employees.	**95**
8	Responsible for direct and indirect supervision of the entire organization.	**105**

JOB EVALUATION INSTRUMENT
FACTOR 8: WORKING CONDITIONS

This factor considers the physical conditions surrounding the job that are beyond the employee's control, but which may be physically demanding, unpleasant, strenuous, and/or hazardous, and may impact the employee's physical well-being.

Level	Definition	Point Value
1	Office work only. Good working conditions with almost complete absence of physically demanding, unpleasant, strenuous, and/or hazardous elements.	15
2	Minimal external work or occasional exposure to physically demanding, unpleasant, strenuous, and/or hazardous situations.	30
3	Frequent exposure to physically demanding, unpleasant, strenuous, and/or hazardous elements.	45
4	Regular exposure to particularly physically demanding, unpleasant, strenuous, and/or hazardous elements such as dealing with inclement weather, operating heavy equipment, etc.	60
5	Continuous exposure to life threatening public safety situations which could jeopardize personal safety.	75

JOB EVALUATION INSTRUMENT

FACTOR 9: USE OF TECHNOLOGY/SPECIALIZED EQUIPMENT

This factor considers the extent to which the employee utilizes and supports technology, enhancing the efficiency and communication on behalf of the organization.

Level	Definition	Point Value
1	Position has no responsibility for, or use of, technology.	0
2	Position has some basic use of computers for data entry, and some use of the telephone, copier, etc.	10
3	Position has daily use of computers for data entry and use of the telephone, radios, fax machine, copier, etc. Position has daily use of light equipment such as push mowers, weed whackers, pole saws, custodial equipment, etc.	30
4	Position has daily use of computers, the Internet, Smartphones, etc. to create databases, spreadsheets, or reports. Position designs and creates customized reports, presentations, and/or documents using advanced software skills.	50
5A	Position provides routine consultation and technology support for everyday computer programming and/or software requests/questions to others in the organization; is an applications super user; or uses specialized software such as GIS, SCADA or telecommunications software.	65
5B	Position uses, repairs, and/or troubleshoots specialized equipment such as HVAC, lighting, gas flares, blowers, engines, heavy equipment, diagnostic equipment, large vehicles (vacuum trucks, street sweepers, fire apparatus) and/or medical or public safety equipment.	65
6	Position is responsible for advanced computer programming, system security, maintenance, training, and purchasing of items such as computers, printers, scanners, etc., for the computer system for the organization (IT personnel).	75
7	Position is responsible for the overall direction and supervision of the staff that are responsible for the computer and technology needs of the organization, including responsibility for developing technology policies for the organization (IT personnel).	85

JOB OVERVIEW	
Job Title	Custodian
Department	Public Works
Grade	3
Employment Status	☒ Full-time ☐ Part-time ☐ Limited Term Employment (LTE)
FLSA Status	☐ Exempt ☒ Non-exempt

Our Commitment to Diversity, Equity, and Inclusion (DEI)

Diversity, equity, and inclusion form the basis of our work in the Village of McFarland, WI. We recognize having a diverse and inclusive organization allows us to benefit from a variety of perspectives and strengthens our ability to achieve our mission to best serve the residents of the Village. To promote equity in our community, we must first do the work to ensure our organization is diverse, equitable, and inclusive.

SCOPE OF WORK

This position is responsible for performing custodial duties and general maintenance within the facilities and buildings owned by the Village of McFarland. Position will ensure clean, attractive, and well-maintained facilities and report required repairs and maintenance needs to their supervisor. They will also make recommendations and possibly assist in greater deep cleaning projects.

SUPERVISION

Received	Performs under the direct supervision of the Streets & Utilities Superintendent.
Exercised	None.

ESSENTIAL JOB FUNCTIONS

- Performs general safety and cleanliness inspections and corrects problems or refers major repair problems and safety concerns to Streets and Utilities Superintendent or Public Works Director.
- Responds to building emergencies.
- May perform emergency repairs to equipment such as broken light switches, furniture, HVAC, electrical outlets, cleaning equipment, tools, locks, and plumbing.
- Sweeps and mops floors, dusts surfaces, removes trash and recyclables, washes windows, strips and waxes floors, cleans whiteboards, light switches, and doors, replaces paper towels and toilet paper, cleans restroom fixtures, and vacuums carpets.
- Manages custodial supplies and materials as budgeted.
- Restocks supplies where necessary.
- Stores equipment and supplies in an orderly and safe manner.
- Maintains building custodial records.
- Performs minor repair work such as replacing light bulbs, unplugging drains and toilets, and cleaning spills.
- On occasion, may help with set up of events, meetings or elections.

- Assists with snow removal from entry areas, as assigned.
- Assists with outdoor maintenance activities when needed.
- Attends and participates in Department meetings.
- Provides effective and efficient customer service and promotes and maintains responsive community relations.
- Follows safe work practices.

OTHER JOB FUNCTIONS

- Performs related duties as assigned.

REQUIREMENTS OF WORK

- 1-2 years of related experience in custodial work; or,
- Any equivalent combination of training and experience which provides the required knowledge, skills, and abilities.

KNOWLEDGE, ABILITY, AND SKILL

In addition to requirements of work, the individual should also have the following knowledge, abilities, and skills:

Knowledge of	• Custodial requirements and methods. • Custodial equipment operations. • Building security standards. • Basic principles of building mechanical, electrical, and plumbing system operation. • The operation of construction equipment and power tools. • Occupational hazards and standard safety precautions common to this field of work. • The cultural context of interactions with individuals of diverse backgrounds that includes sex, race, religion, creed, color, national origin, age, disability, sexual orientation, ancestry, marital status, arrest or conviction record, military service, or any other legally protected status.
Ability to	• Operate a wide variety of custodial equipment and tools • Communicate effectively with a variety of individuals. • Add, subtract, multiply and divide. • Recognize equipment malfunctions • Maintain accurate records and complete required reports. • Establish and maintain effective working relationships with those contacted in the course of work.
Skill in	• Oral and written communications. • Trouble shooting and problem solving. • The safe operation of assigned equipment. • Performing preventative maintenance and basic repairs on equipment, buildings and facilities.

NECESSARY SPECIAL REQUIREMENTS

- Must possess or be able to obtain a valid Wisconsin drivers' license.

PHYSICAL DEMANDS
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. • The employee is regularly required to use hands and fingers to handle, feel or operate tools, equipment, and controls. • The employee is frequently required to stand, talk, walk, sit, climb, or balance, stoop, kneel, crouch or crawl, bend, and smell. • The employee must frequently lift and/or move up to 50 pounds and occasionally lift and/or move up to 100 pounds. • Specific vision abilities required by this job include, close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. • The employee is occasionally exposed to wet and slippery surfaces and humid conditions, fumes, or airborne particles, toxic or caustic chemicals and elements, noise, and vibrations. • The employee occasionally works near moving mechanical parts or in precarious places. • The use of Personal Protective Equipment is required.

Notes:

The above statements are intended to describe the general nature and level of work being performed by people assigned to do this job. The above is not intended to be an exhaustive list of all responsibilities and duties required. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

*External and internal applicants, as well as position incumbents who become disabled as defined under the Americans with Disabilities Act (ADA), must be able to perform the essential job functions (as listed) either unaided or with the assistance of a reasonable accommodation to be determined by management on a case-by-case basis.

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

The Village is a Pay Equity/Equal Opportunity/Americans with Disabilities Act Employer.

Employee signature below indicates the employee's understanding of the requirements, essential functions and duties of the position.

Employee Signature _____ Date_____

Print Name _____

JOB OVERVIEW	
Job Title	Custodian
Department	Public Works
Grade	3
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Exercised	None.

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OTHER JOB FUNCTIONS

- Performs related duties as assigned.

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Employee signature below indicates the employee's understanding of the requirements, essential functions and duties of the position.

Employee Signature _____ Date_____

Print Name _____

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Tuesday, February 14, 2023**

SECTION: **Business**

DEPARTMENT: **Administration**

CONTACT: **Cassandra Suettinger, Deputy Administrator/Clerk, Andrea Anderson, HR Generalist**

AGENDA ITEM: **Discussion on creation of a Vehicle Use policy within the Personnel Policy Manual**

PREVIOUS ACTION:

ISSUE SUMMARY:
In moving through the updates to the Personnel Policy Manual, staff asked the Village Labor attorney to review the extent of our policies as a whole, and to provide us with recommendations as to policies that may be missing from our current manual. It was identified that the manual was missing a policy on employee vehicle use. As a result, the Village desires to bring a formal policy forward regarding Vehicle Use. The policy applies to employee operation of Village vehicles, personal vehicles and rental vehicles while on Village business. Overall, the policy provides for:

- The employee's ability and authorization to drive any vehicle on Village business;
- The process for employees informing the Village of any changes to the status of their driver's license or their continued insurability;
- The responsibilities and expectations for employees when driving any vehicle on Village business, including safe driving precautions; and,
- The parameters for the use of Village vehicles, and associated policies for take-home Village vehicles.

FINANCIAL/BUDGET IMPACT:
N/A

VILLAGE PLAN REFERENCE:
None.

ORDINANCE REFERENCE:
N/A

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:
The Personnel Committee unanimously recommended approval. Presented for discussion and feedback only.

ATTACHMENTS:
1. Vehicle Use Policy - Final Draft 01.26.2023

CHAPTER XX - VEHICLE USE

XX.01 Purpose.
This policy applies to employee operation of Village vehicles, personal vehicles and rental vehicles while on Village business. Additional policies set out below apply to each type of vehicle operated.

XX.02 Policy.
Generally, Village employees may not drive any vehicle on Village business without prior authorization. Before being approved to operate a vehicle on Village business, an employee must provide consent to the Village's review of the employee's driving records. The Village will obtain motor vehicle records and conduct a review and evaluation of driving records for all employees authorized to drive on Village business upon hire or prior to being authorized to drive on Village business; and post-accident when the accident involved bodily injury to the driver, another passenger or a third party, or when there was significant damage to vehicles or property. In addition, the Village may monitor driving records for these employees intermittently or on an annual basis as they deem necessary. Employees authorized to drive on Village business are required to inform the Village of any changes that may affect either their ability to drive, including any changes to the status of their driver's license or their continued insurability.

If an employee's driver's license is suspended or revoked, the employee must notify their Department Head and Human Resources Designee within 48 hours or immediately upon reporting to work from the loss of driving privileges whichever is sooner. Employees who lose driving privileges are prohibited from operating any vehicle on Village business. If an employee fails to provide proper notification to Village, the may be subject to disciplinary action up to and including termination. While an employee's driver's privileges are lost, the employee is responsible for coordination of all of their own transportation needs.

Non-employees and non-business passengers (i.e. family members and friends) are prohibited from riding in or driving vehicles being operated for business purposes without prior approval of the Department Head or Deputy Administrator.

Employees must report any theft or damage involving a vehicle being driven on Village business, regardless of the extent of the damage, to their Department Head and Deputy Administrator or Human Resources Designee immediately after the incident or damage is discovered.

Employees are also responsible for and required to pay any citations or fines incurred while operating a vehicle for Village business purposes. If an employee fails to do so, resulting in a charge to Village related to the same, the employee will be subject to discipline up to and including discharge. Village is not responsible for any traffic violations, parking tickets, or any other citations incurred by an employee while operating a Village vehicle or a vehicle on Village business.

XX.03 Village Vehicles.
Employees are required to report any needed repairs and maintenance of Village vehicles to the appropriate members of Village management. Employees with assigned vehicles are expected to keep vehicles clean and neat, and to ensure oil changes and servicing of the vehicle are kept current.

(1) **Take-Home Vehicle Policy.** With Department Head or Deputy Administrator approval, there may be occasions where a situation warrants an employee taking a Village vehicle home prior to leaving for an out-of-town work event or attending a late evening or early morning meeting, which would require a return to the workplace after normal work hours. For some positions, employees may be approved to regularly take a Village vehicle home overnight on a regular or continuous basis. Such employees who are approved to take a Village vehicle home overnight must lock and secure the vehicle within close proximity to the employee's residence.
(2) **Use of Village Vehicles.** Employees may use Village vehicles only for travel necessary to accomplish official Village business. For employees who have Village Vehicles that regularly take such vehicle home overnight or employees who are required to remain on duty during break periods, a limited amount of incidental personal use may be allowed when necessary to maintain work efficiency. Incidental personal use of village vehicles for uses outside of the Village of McFarland require prior approval of the Village Administrator or Deputy Village Administrator.

Employees are prohibited from having passengers (other than employees) in Village vehicles unless the presence of a passenger is specifically required by job function, duties, or circumstances that were beyond the driver's control, or as otherwise approved by the Department Head or Deputy Administrator.

XX.04 Personal Vehicles Operated on Village Business.
Employees who drive a personal vehicle on Village business must make sure that the vehicle meets any legal standards for insurance, maintenance, and drivability.

All employees are required to carry automobile liability insurance coverage on personal vehicles used in conducting Village business. Proof of this insurance may be asked for periodically. If an employee who is using the employee's personal vehicle for Village purposes is involved in an accident, the *employee's insurance is primary*. Village insurance does not replace the employee's own insurance, even during work time.

Any damages, repair costs, and/or maintenance costs incurred by an employee in the use of their privately-owned vehicle in conjunction with Village business is the sole responsibility of the employee. The Village will reimburse employees for business use of personal vehicles at the approved Village mileage rate.

XX.05 Driving While on Village Business.
Driver inattention is a factor in motor vehicle accidents. We are not only concerned about your welfare as a Village employee, but also the welfare of others who could be put in harm's way by inattentive driving. Employees who drive a vehicle on Village business must, in addition to meeting the approval requirements above, exercise due diligence to drive safely and to maintain the security of the vehicle and its contents

As a driver, your first responsibility is to pay attention to the road. In addition, employees must operate all vehicles driven on Village business, safely and in accordance with applicable federal, state and local laws. When driving on Village business or on behalf of the Village in any other manner, the following additional rules apply.

(1) **Cellular Phone Use.** Employees are prohibited from using cell phones while driving in any way that violates federal, state or local laws. Moreover, the use of cell phones while driving on Village business is strongly discouraged. Do not accept or place calls unless

it is an emergency, meaning the call cannot wait until you safely pull off the road or arrive at your destination.

Hands free equipment which allows both hands to stay on the wheel should be used for incoming calls wherever possible. All conversations should be suspended during heavy vehicular or pedestrian traffic, severe weather, or any condition that may compromise safety.. If the communication device has a radio mode, it may be used in this mode while driving. Employees must never attempt to take notes, flip through address books, answer emails, or otherwise divert their attention from driving. The hands-free device should be kept in an easy-to-reach location within the vehicle.

(2) **Texting Ban.** Employees are prohibited from texting while driving a Village vehicle or while driving on Village business. The State ban on text messaging while driving specifically prohibits the writing and transmitting of messages while the vehicle is in motion. The only exception allowed under State law is texting via the use of a voice-operated or hands-free device. Violation can result in fines combined with point assessments against the driver's license.

(3) **Physical or Mental Impairment.** Employees are not permitted, under any circumstances, to operate a vehicle on Village business when the employee is suffering from a physical or mental impairment that causes the employee to be unable to drive safely. Additionally, employees shall not operate any Village vehicle at any time, or operate a vehicle while on Village business, while under the influence of alcohol, illegal drugs, or taking prescription medications that affect their ability to drive safely. These prohibitions include circumstances in which the employee is temporarily unable to operate a vehicle safely or legally because of impairment, illness, medication or intoxication.

If an employee is arrested for driving while intoxicated while they are operating a Village vehicle, the employee could be subject to disciplinary action up to and including termination pending the outcome of an investigation by the Village.

(4) **Other Safe Driving Precautions.**

a. **Seatbelts must be worn at all times.**
b. Use extra caution when road conditions are poor
c. Avoid distractions such as eating, paying too much attention to the radio, or other distracting behavior.
d. Do not drive if your ability to drive safely is impaired.
e. If using a vehicle not your own (rental or otherwise), be sure to properly adjust the mirrors and familiarize yourself with the vehicle's controls before operating.

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Tuesday, February 14, 2023**

SECTION: **Business**

DEPARTMENT: **Administration**

CONTACT: **Cassandra Suettinger, Deputy Administrator/Clerk, Andrea Anderson, HR Generalist**

AGENDA ITEM: **Discussion on amendment of Chapter 12, Employee Conduct and Disciplinary Action, of the Personnel Policy Manual.**

PREVIOUS ACTION:

ISSUE SUMMARY:

In moving through updates to the Personnel Policy Manual, staff and the Village's labor attorney reviewed Chapter 12, Employee Conduct and Disciplinary Action, of the Personnel Policy Manual. It is of note that this section of the manual has not been updated in some time. Proposed revisions within this chapter provide updates to the following areas:

- Addition of the Deputy Village Administrator and the HR Generalist positions.
- Addition of language to ensure notification and provision of written documentation to the HR designee of any disciplinary action.
- Removal of language regarding the prohibition of carrying concealed weapons on Village property or in Village-owned vehicles as that is now covered in the new proposed policy, Concealed Weapons and Firearms in the Workplace Policy.
- Revision of language to provide for any investigation or fact finding required to be done by the HR designee.
- Revision of the language regarding the pre-disciplinary meeting to be more clear and concise on the intent of that meeting.
- Addition of language regarding the disposition of disciplinary charges to provide for the Village to exercise discretion on how and when action is taken on disciplinary charges.

FINANCIAL/BUDGET IMPACT:

N/A

VILLAGE PLAN REFERENCE:

None.

ORDINANCE REFERENCE:

N/A

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:

The Personnel Committee unanimously recommended approval. Presented for discussion and feedback only.

ATTACHMENTS:

1. PPM Chapter 12 - Employee Discipline - Final Draft 01.04.2023

CHAPTER 12 - EMPLOYEE CONDUCT AND DISCIPLINARY ACTION

12.01 Purpose

The activities of the various Village departments contribute toward the accomplishment of Village goals and the fulfillment of the Village's mission. This requires teamwork, efficiency, productivity, and a harmonious workplace. To ensure orderly operations and provide for the best possible work environment, the Village will create and communicate reasonable rules and standards for employee conduct. Disciplinary action may be taken for the purpose of modifying or eliminating unacceptable conduct on the part of an employee.

This chapter sets forth the general standards of conduct expected of all employees. It also outlines the general disciplinary policy of the Village and the procedures to be followed in the administration of discipline, and identifies aspects of behavior that may constitute just cause for disciplinary action.

NOTE: Discipline of sworn police employees and of non-clerical Fire Department employees is administered by the Police and Fire Commission. Discipline of Library employees is administered by the Library Board.

12.02 Policy

It is the policy of the Village to apply consistently certain minimum rules and standards of employee conduct across the entire organization. The Village will use disciplinary action whenever the behavior of an employee is such that it interferes with or adversely affects the efficient or effective operations of the department or that of the Village organization as outlined in section 12.06 below.~~.~~ It is the ~~obligation~~ responsibility of each supervisor or Department Head to enforce the standards of conduct outlined in Section 12~~3~~.03 among their employees, and if appropriate, to take disciplinary measures when other actions are effective in producing desired results.

Disciplinary action will be taken only when just cause exists and such actions taken are to be applied fairly and are to be commensurate with the severity of behavioral problems giving rise to such actions. Disciplinary actions, including verbal warnings, taken for repeated behavioral problems will generally be progressive in nature, however, progressive discipline as a process will not necessarily be followed in all cases. Serious offenses, such as insubordination, theft, etc., may be handled at advanced steps, eliminating the other steps. Written documentation must occur regardless of the entry point into the discipline process.

12.03 Standards of Employee Conduct

The Village expects all of its employees to work earnestly in promoting and protecting the interests of their employer and the public they serve. The following general principles of behavior are established to guide the conduct of employees in the workplace. In addition to these general

standards, each work group may have its own set of work rules to further guide employee conduct in each department.

(1) Employees are expected to: listen to others; keep each other informed and communicate in a way that ensures mutual understanding; treat others with dignity and their property with respect; treat information as responsibility, not power; respect confidential information; and,

(2) Employees are also expected to: perform diligently and productively in providing the highest quality of service to the public; give direct feedback; work as a team; value and protect the safety of co-workers and citizens; be open to change; contribute to each other's success; and,

(3) Employees are also expected to: hold the public trust in highest regard and provide services impartially; avoid creating an actual or apparent conflict of interest between their activities and the unbiased performance of their duties; follow established policies and procedures; do things correctly the first time; encourage individual and team accountability and decision making; and behave in ways which support the organization's values; and,.

(4) Employees are also expected to: timely and thoroughly report a violation of policy, rule, or law, gross mismanagement or a misuse of funds;, abuse of authority, or a substantial and specific danger of public health or safety, to employee's supervisor, or if the violation is by the supervisor, then to the supervisor's supervisor. If the violation is by the Administrator, then such report must be made to the Village Board President.

12.04 Employee Rights

Just as the employer has the right to expect certain types of conduct and work effort from the employee, so has the employee has the right to expect fair and impartial treatment in the administration of discipline. For this reason, each employee, who is not on probation, will be entitled to recourse under the Village's grievance procedure (see Chapter 143) in the event that the employee feels such disciplinary action to be unfair, unwarranted, or unduly harsh in terms of the infraction cited.

No such right of grievance will reduce any employee's obligation to continue performing work in accordance with department standards, to maintain internal harmony within the work placeworkplace, and to promote and protect the interests of the Village.

12.05 Forms of Disciplinary Action

The forms of disciplinary action that may be taken include: one or more verbal warnings or written reprimands; suspension with or without pay; transfer or demotion in classification; and discharge.

The form of disciplinary action taken, and the severity of penalty assigned will be at the discretion of the supervisor or Department Head, in consultation with the Deputy Village Administrator or Human Resource DesignreeDesignee, based upon the seriousness of the infraction and the prior disciplinary record of the employee. The level of discipline applied should be the least severe form believed necessary to correct the problem.

When in doubt regarding the appropriate form of discipline or type of penalty to be taken, the supervisor will first consult with the Department Head and/or Human Resource Designee~~the Village Administrator~~.

The supervisor or Department Head must report ~~All~~ any disciplinary actions taken ~~should be reported~~ to the Human Resource Designee, including providing ~~accompanied by~~ written documentation of such action, ~~by the supervisor or Department Head in a timely manner.~~ within 48 hours of such ~~discipline.~~

~~Suspensions~~discipline. Suspensions, demotions, and discharges must be ~~discussed~~ approved by the ~~with the~~ Village Deputy Administrator before such action is taken.

12.0~~7~~6 Potential Grounds for Disciplinary Action

The following constitutes a partial list of the most common grounds for disciplinary action. Other circumstances may also warrant disciplinary action and will be treated on a case-by-case basis.

(1) Official Capacity

(a) Accepting or expressing a willingness to accept, either directly or indirectly, anything of value that could influence an employee's conduct, including decisions made in their capacity as public officials or employees.

(b) Asking for or accepting any special privilege from a public entity.

(c) Intentionally soliciting or accepting anything of value for performing a service or duty that is part of an official's office or an employee's responsibilities.

(d) Intentionally failing or refusing to perform any lawful duty that is assigned or one that is required by law, administrative rule, policy or ordinance.

(e) Intentionally acting in excess of the authority an official or employee is entitled to exercise.

~~(f) Bidding for, negotiating or entering into a contract that involves an expenditure of $5,000 a year or more and in which the official or employee has a personal interest or may realize a personal gain.~~

(g) Giving anything of value to another person for the purpose of securing the passage or defeat of a measure before the State Legislature or Village Board.

(h) Violating any other ethical standards or requirements set forth in state statutes or Village ordinances. (Village ethics code is attached as Appendix A)

(2) Attendance

(a) Failing to be present at the time an employee is scheduled to begin work or leaving without permission before the scheduled quitting time.

(b) Failing to notify a supervisor, Department Head or another responsible party when an employee expects to be late in reporting for work.

(c) Failing to observe the time limits set for rest breaks and meals.

(d) Absence without authorized leave or misrepresenting the purpose of an authorized leave.

(e) Unavailability for work because of such circumstances as incarceration or loss of driving privileges for those positions requiring a driver's license as a minimum requirement.

(3) Conduct on the Job

(a) Refusing to carry out reasonable instructions given by an authorized supervisor or delaying without good reason the performance of an assigned task.

(b) Being insolent, talking back, ~~or verbally abusing~~speaking disrespectfully, or threatening a supervisor, co-worker, or member of the general public.

(c) Negligence in performing assigned tasks.

(d) Loafing, sleeping or engaging in personal business while on the job except during times set aside for rest breaks and meals.

(e) Dishonesty or falsification of records.

(f) Unauthorized disclosure of information or records.

(g) Failing to give accurate, complete information, when authorized to do so on behalf of the Village, to individuals and groups served by the Village or to other governmental agencies.

(h) Failing to comply with health, safety and sanitation rules set for Village employees.

(i) Recklessness or endangering others.

(j) Unauthorized or improper use of Village property.

(k) Unauthorized possession, removal or sale of Village property or the property of another Village employee.

(l) Unauthorized use, loan, borrowing or duplication of keys providing access to Village property and equipment.

(m) Unauthorized entry to or on Village property, including unauthorized entry outside of assigned work hours, or to restricted areas in which the employee or the public is not authorized~~ entry without permission~~,.

(n) Unauthorized removal of official notices or signs from Village property, equipment or bulletin boards.

(o) Failing to comply with established department work rules.

(p) Engaging in work stoppages such as strikes or slow-downs.

(q) Failing to immediately report a personal injury suffered on the job to the employee's immediate supervisor.

(r) Engaging in any retaliatory conduct against an employee who reports in good faith any violation of policy, rule or law.

(4) Personal Behavior

(a) Using intoxicants, illegal drugs, or controlled substances while on duty or being under the influence of intoxicants, illegal drugs, or controlled substances while on duty.

(b) Failing to inform a supervisor or Department Head when called in for emergency duty that the employee has recently used intoxicants, illegal drugs, or controlled substances that might impair the employee's ability to perform the job.

(c) Failing to inform a supervisor of any potential ill effects from over the counter or prescribed medication that may impair the employee's ability to perform the job.

(d) Possessing illegal drugs on Village property, in Village vehicles, or while performing Village business.

(e) Fighting or creating a disturbance among co-workers resulting in an adverse effect upon morale, productivity, ~~of maintenance~~ or proper order.

(f) Disorderly, illegal, or immoral conduct which ~~brings disrepute upon the individual or which~~ reflects adversely upon, or brings discredit to, the Village. ~~as an employer~~.

(g) Knowingly making false or malicious statements with the intent to harm or destroy the reputation, authority or official standing of individuals or organizations.

(h) Engaging in discriminatory or abusive conduct toward any employee.

(i) Violation of any Village policies including but not limited to the unlawful harassment, non-discrimination and non-retaliation policies, the concealed carry policy, workplace violence policy, ethics code, drug and alcohol policy, and the vehicle policy. ~~tMaking sexual advances, gestures or comments; making or attempting to make physical contact of a sexual nature; engaging in the deliberate and repeated display of sexually graphic materials unrelated to Village purposes while on or in Village property; or engaging in any form of sexual harassment.~~~~Violating the Village's unlawful harassment policy.~~

(j) ~~Village employees are prohibited from carrying a concealed weapon on their person or in any Village owned vehicle in the course of employment, or during any part of the course of employment, with the exception of sworn police personnel so authorized by the Police Chief.~~~~Violating the Village's concealed carry policy.~~

(k) Unauthorized or improper use of uniforms, badges, identification cards or permits.

(l) Gambling on Village property, in Village vehicles, or while performing Village business.

(m) Failing to report a conviction for a moving violation under the requirements of the Commercial Motor Vehicle Safety Act (applies to employees with a Commercial Driver's License that is required for their position with the Village).

12.0~~6~~7 Disciplinary Procedures

(1) Investigation/Fact Finding

(a) In the event the supervisor or Department Head ~~lacks firsthand knowledge of the~~becomes aware of an incident or conduct ~~leading to the~~being potential grounds for disciplinary action, he or she will report the matter to the Human Resource D~~d~~esignee to~~first~~ verify the circumstances surrounding the incident or conduct by talking to witnesses and/or employee and gathering other factual information.

(b) Prior to a final determination, any Department Head has the right to immediately place an employee on administrative leave if the continued presence of the employee at the work site threatens the health or safety of self or co-workers, threatens to disrupt ongoing operations, or is in the best interest of the Village.

(c) The Human Resource Designee and supervisor will review the results of the investigation and make a determination as to whether a violation of work rules or policies has likely occurred, and disciplinary action may be warranted.

(~~3~~2) Notification

(a) The employee will be notified in writing of the reason or reasons considered to be just cause for taking disciplinary action and ~~of the specific action to be taken~~their fair opportunity to respond to the charges.

(3~~4~~) Timing

(a) Generally speaking, disciplinary action should be issued as soon as reasonably possible after the incident or knowledge of the incident is received. Delays in issuance may be warranted in situations requiring more extensive investigation and consultation or where the Village does not have immediate knowledge that the incident occurred.

(4~~2~~) ~~Pre-~~Disciplinary Meeting

(a) ~~If as a result of the investigation the supervisor or Department Head determines that a violation of work rules or policies has likely occurred and disciplinary action is perhaps warranted,~~The Supervisor and Human Resource Designee ~~he or she~~ will meet with the employee ~~and give that employee a fair opportunity to hear and respond to each charge which might give rise to disciplinary action.~~to discuss the grounds for discipline and provide the employee a fair opportunity to respond to the charges.

(5) Disposition of Disciplinary Charges

(a) Based on the investigation and information provided from the employee regarding the violations of policy and grounds for the discipline, the Village reserves the discretion to take action on the disciplinary charges in the manner in the best interest of the Village including during the disciplinary meeting or at a later time.

~~(b)~~ ~~During this discussion of the charge(s), including the intent to potentially impose discipline, the employee is entitled to have a personal representative of their choice present at the meeting.~~

.

(b) ~~Prior to a final determination any Department Head has the right to immediately place an employee on administrative leave if the continued presence of the employee at the work site threatens the health or safety of self or co-workers, threatens to disrupt ongoing operations, or follows a previously issued disciplinary action.~~

12.08 Record Keeping

(a~~b~~) Copies of written documentation of disciplinary proceedings including but not limited to written reprimands, suspensions, demotions, and discharges will be ~~provided to the Department Head and Village Administrator and~~ kept in the employee's personnel file.

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Tuesday, February 14, 2023**

SECTION: **Business**

DEPARTMENT: **Administration**

CONTACT: **Cassandra Suettinger, Deputy Administrator/Clerk, Andrea Anderson, HR Generalist**

AGENDA ITEM: **Discussion on amendment of Chapter 13, Grievance Policy and Procedure, of the Personnel Policy Manual.**

PREVIOUS ACTION:

ISSUE SUMMARY:
In moving through updates to the Personnel Policy Manual, staff and the Village's labor attorney reviewed Chapter 13, Grievance Policy and Procedure, of the Personnel Policy Manual. It is of note that this section of the manual has not been updated in some time. Proposed revisions within this chapter are mostly minor in nature, with the only significant revision being the redefinition of the term "discipline" for purposes of this chapter per the attorney's recommendations.

FINANCIAL/BUDGET IMPACT:
N/A

VILLAGE PLAN REFERENCE:
None.

ORDINANCE REFERENCE:
N/A

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:
The Personnel Committee unanimously recommended approval. Presented for discussion and feedback only.

ATTACHMENTS:
1. PPM Chapter 13 - Grievance Policy Procedure- Final Draft 01.25.2023

CHAPTER 13 - GRIEVANCE POLICY AND PROCEDURE

13.01 Policy Statement

The Village has established this Grievance Policy and Procedure for an employee to utilize for situations concerning discipline, discharge or workplace safety. It is the policy of the Village to treat employees fairly and equitably and to provide employees with an opportunity to seek local administrative redress for alleged violations, misinterpretations or inequitable applications of the Village's policies, rule and expectations of conduct relative to employee discipline, discharge or workplace safety. The filing of a grievance by an employee will not reflect unfavorably on an employee's standing and will be without fear of reprisal.

13.02 Procedure Definitions

(1) "Days" means regular business days, Monday through Friday, other than weekends and legal holidays as defined in § 995.20, Wis. Stat., regardless of whether the employee or his or her classification is scheduled to work. The time within which an act is to be done under this policy will be computed by excluding the first day and including the last day. A grievance or request for an appeal is considered timely if received by the Village Clerk during normal business hours or if postmarked by 11:59 p.m. on the due date.

(2) For purposes of this provision, "~~D~~discipline" means ~~any~~ employment action ~~that results~~resulting in ~~written disciplinary reprimands~~ disciplinary suspension with or without pay, disciplinary termination or disciplinary demotion.~~disciplinary reduction in pay or other benefits, disciplinary demotions and discharges.~~ "Discipline" does not include written or oral notices, reprimands or reminders. Verbal discipline will be documented but not subject to grievance procedure. "Discipline" also excludes voluntary termination, layoff or workforce reduction activities; non-disciplinary or voluntary/mutual demotion or reduction in rank; actions taken to address job performance such as establishment of a corrective or performance improvement plan or job targets; performance evaluations or reviews; documentation of employee acts and/or omissions in a personnel file; non-disciplinary administrative leave or suspension with or without pay; non-disciplinary wage, benefit or salary adjustments; action taken pursuant to ordinance created; change in work assignments/duties; or any other non-material employment action.~~The term "discipline" does not include verbal notices or reminders; performance evaluations; documentation of employee acts and/or omissions in an employment file; non-disciplinary demotions or adjustments to compensation or benefits; actions taken to address job performance such as establishment of a performance improvement plan or job targets; placing an employee on paid leave pending an internal investigation; or other personnel actions taken by the employer for non-disciplinary reasons.~~

(3) "Employee" will not include employees subject to a valid collective bargaining agreement addressing employee discipline or discharge, temporary employees, statutorily appointed individuals identified specifically in a statute as serving at the pleasure of an appointing authority, elected officials, and independent contractors.

(4) "Hearing Officer" means the impartial hearing officer required pursuant to § 66.0509 (1m)(d)2, Wis. Stat.

(5) "Discharge" means a termination from employment for rule violations, poor performance, acts detrimental to the employer or other acts of misconduct. The term "discharge" does not include: a voluntary quit; completion of seasonal employment; completion of temporary assignment; completion of contract; layoff or failure to be recalled from layoff at the expiration of the recall period; retirement; job abandonment ("no call, no show" or other failure to report to work); or termination of employment due to medical condition, lack of qualification or license, or any other cessation of employment not involving involuntary discharge.

(6) "Workplace safety" means those conditions related to physical health and safety of employees enforceable under federal or state law, or Village rule related to: safety of the physical work environment; the safe operation of workplace equipment and tools; provision of protective equipment; training and warning requirements; workplace violence; and accident risk. Workplace safety will be narrowly construed to apply to issues of concern over the safety of a person (no personal possessions) and is not intended to include basic conditions of employment unrelated to an employee's physical health and safety, including but not limited to: hours; overtime; work schedules; breaks; sick, family or medical leave; vacation; layoffs; performance reviews; and compensation.

13.03 Grievance Requirements

(1) The grievance must be filed by the affected employee(s) [i.e., an employee may not file on behalf of another].

(2) The employee(s) filing the grievance must propose a specific remedy and the proposed remedy must be under the reasonable control of the Village.

(3) The grievance must be in writing using the forms attached to this policy and must contain the following information:

(a) The name and position of the employee(s) filing the grievance;

(b) The date the incident occurred or the date the alleged workplace safety concern was discovered;

(c) The specific section of the Personnel Policy Manual violated by the act of discipline or discharge or workplace safety rule alleged to have been violated;

(d) A clear and concise statement of the pertinent facts surrounding the circumstances of the grievance;

(e) A description of the steps taken to informally resolve ~~informally~~ the grievance;

(f) The specific remedy requested;

(g) The signature of the employee(s) filing the grievance and the date.

13.04 Grievance Procedure Steps

(1) *Step 1 – Informal Resolution*: An earnest effort should be made by supervisors and employees to resolve any questions, problems or misunderstanding that have arisen. Accordingly, employees should first discuss complaints or questions related to discipline or discharge with their department head or his/her designee within five (5) days of the discipline or actual or responsible knowledge of the alleged workplace safety issue. If an employee is not comfortable talking with their department head about the situation they may proceed directly to Step 2. An employee who has been notified of discharge may process the grievance commencing at Step 3.

(2) *Step 2 – Written Grievance*: If the problem cannot be resolved with the employee's department head, a written grievance may be filed by the employee with the Village Administrator or his/her designee, no later than ten (10) days from the date of the discipline or from the date that the employee had actual or reasonable knowledge of the alleged workplace safety issue.

The Village Administrator may schedule a meeting to review the matter within ten (10) days of receiving the written grievance. The Village Administrator will provide a written response within ten (10) days of receiving the grievance or within ten (10) days of the meeting, whichever is later. In the event the grievance involves a ~~decision~~ discharge or discipline decision by the Village Administrator, the written grievance ~~will~~ must be filed with the Village President who will refer it to the Personnel Committee.~~.~~

If a dismissal ~~the~~ decision at Step 2 is based on ~~in whole or in part on the basis of~~ timeliness, scope of the grievance process, or other failure of the grievant to properly follow the process, the grievant will be allowed to appeal the matter to the Village Board in accord with the process set out in Step 4. ~~the matter will be referred directly to the Village Board who will determine whether the matter should be processed further.~~

(3) *Step 3 – Appeal to Impartial Hearing Officer*: If the Step 2 decision is based on the merits of the grievance only, the written decision will be final unless the employee files a written request with the Village Clerk no later than five (5) days of the date of the response under Step 2, for a hearing before an impartial hearing officer.

The Village Board will appoint an impartial hearing officer who will not be an employee. Any costs incurred or charged by the hearing officer will be borne equally by the Village and the grievant. The hearing will be conducted as soon as practicable and may or may not be transcribed, subject to the hearing officer's discretion. Witnesses may also present information but only in person and written documents may be submitted, subject to the hearing officer's discretion. No factual conclusions may be based solely on hearsay evidence. The hearing officer may request oral or written closing arguments and replies.

Within thirty (30) days of the hearing, the hearing officer will issue a written decision which addresses the following questions:

(a) Did the Village or its agent consistently follow the Village's policies?

(b) Is there a factual basis for the action taken by the Village or its agent?

(c) Was the action taken by the Village or its agent reasonable considering all factors including but not limited to the ~~grievant's~~grievant' s disciplinary history, precedent, the nature and extent of the policy violation?

(d) Is the grievance sustained or denied, with the rationale for that decision?

In all cases, the grievant will have the burden of proof to support the grievance. The hearing officer will have no authority to direct, but may recommend, the expenditure of Village funds to remedy an issue. The hearing officer will not substitute his/her judgment for that of the Village or its agent.

(4) *Step 4 – Appeal to Village Board Level*: The decision of the impartial hearing officer will be final unless either the employee or the department head files with the Village Clerk an appeal for the decision to be reviewed by the Board no later than ten (10) days from~~of~~ the date of the decision issued by the impartial hearing officer.

The Village Board will, within thirty (30) days after submission of the appeal request, schedule a review of the hearing officer's decision.~~-~~ The review will be conducted by the Board during a closed session meeting unless an open session is requested by the ~~employee~~employee ~~(s)~~ who filed the grievance. The Board may consider only those facts and issues originally ~~Only the issues~~ raised before the hearing officer. ~~may be appealed and those i~~Issues may not be modified in the appeal process. The Board will examine any records produced at the hearing before the impartial hearing officer and determine whether a rational basis exists for the written decision. The Board will not conduct a *de novo* (new) hearing or take new testimony, but simply review the existing record. A simple majority vote of the Board membership will decide the appeal and it will be final and not subject to further review. The Board's written decision must ~~contain a decision as to~~specify ~~whether~~ that the decision of the impartial hearing officer ~~will be~~is approved, reversed or modified, and will be binding on all parties.

13.05 Grievance Timelines

The time limits set forth in this grievance procedure will be considered substantive. The number of days indicated at each step of the procedure should be considered a maximum. ~~-~~If the grievant fails to file ~~Failure to process a~~~~his or her~~their grievance or appeal ~~by the grievant~~ within the time limits set out in this policy, or within an agreed~~-~~-upon extension~~s~~, that will constitute waiver of the grievance. The grievance then ~~and~~ will be considered resolved on the basis of the Village's last answer. Failure of a management representative to meet the time limits will cause the grievance to move automatically to the next step in the procedure. ~~To encourage that grievances are addressed in a prompt manner t~~The time limits set by this procedure are intended to be strictly observed and may not be extended except upon the express written consent of the Village Administrator or Deputy Administrator and the employee.

13.06 Grievance Representation and Costs

Both the employee and the Village may be assisted by a representative of their own choosing in person or by teleconference at any point during the grievance process. Any expense incurred by an employee in investigating, preparing, or presenting a grievance will be the sole responsibility of the employee. Each party (employee and employer) will bear its own costs for witnesses and all other out-of-pocket expenses, including possible attorney fees. Grievance meetings/hearings held during the employee's off-duty work hours will not be compensated.

13.07 Consolidation of Grievances

The Village and/or the hearing officer may consolidate grievances where a reasonable basis for consolidation exists due to similarity of type or fact situations.

If more than one employee is grieving the same issue or circumstance, a single grievance form may be used. A group grievance must be signed by all grieving employees and must indicate that it is a group grievance at the first step in the grievance process.

13.08 Limitations

(1) A grievance that is subject to the jurisdiction of a governmental body or specific procedure by other Wisconsin Statutes will be governed by those statutes and not the Grievance Procedure.

(2) A grievance that is subject to any other Policy or Ordinance or collective bargaining agreement, for formal or information investigation or dispute resolution procedures may not be brought forth under this Grievance Procedure.

(3) This Grievance Procedure constitutes the exclusive process for the redress of any employee grievances as defined herein. However, nothing in this Grievance Procedure will prevent any employee from addressing concerns regarding matters not subject to the grievance procedure with administration and employees are encouraged to do so. Matters not subject to the Grievance Procedure that are raised by employees will be considered by administration which has the final authority, subject to any applicable Board policy or directive, to resolve the matter.

(4) The Grievance Procedure has been established to provide an organized method by which employees can discuss concerns and problems with the administration. It is expected that this process will be used as outlined above. Any employee who does not first attempt to resolve a grievance in accordance with this section may be subject to disciplinary action.

APPENDIX A - GRIEVANCE INITIATION FORM

Complete the original and two copies. Please print or type. Submit the original to the Village Administrator.

Keep one copy for your records.

EMPLOYEE'S NAME:_____

JOB TITLE:_____DEPARTMENT:_____

GRIEVANT SUBJECT □ Workplace Safety □ Discipline □ Discharge

1. On what date did the above action or situation occur?

_____

2. What provision of the Personnel Policy Manual do you allege was violated by the act of discipline or discharge or what workplace safety rule do you allege has been violated?

_____

_____

_____

_____

3. What is the action or situation about which you have a grievance? (Be specific as to names and locations.)

_____

_____

_____

_____

_____

_____

_____

_____

4. What informal steps have you taken to resolve your grievance with your department head?

_____

_____

_____

_____

_____

5. What is the specific remedy that you seek to resolve your grievance?

_____

_____

_____

_____

_____

6. What other person do you want notified regarding this grievance?

_____

Name _____

Mailing Address _____

Describe that person's role in this grievance:_____

_____

_____

_____

_____

_____

Employee Signature _____ Date _____

APPENDIX B - GRIEVANCE APPEAL FORM

Complete the original and two copies of this form. Submit the original to the Village Clerk. Retain one copy for your records. An appeal must be filed within the time limits provided or it will be dismissed with prejudice.

EMPLOYEE'S NAME:_____

JOB TITLE:_____DEPARTMENT:_____

DATE OF GRIEVANCE INITIATION:_____

GRIEVANT SUBJECT □ Workplace Safety □ Discipline □ Discharge

1. I wish to appeal the grievance disposition signed by:

_____	_____	_____
Name	Title	Date

2. Nature of Grievance:

_____

_____

_____

3. What provision of the Personnel Policy Manual do you allege was violated by the act of discipline or discharge or workplace safety rule do you allege has been violated?

_____

_____

_____

4. Reason for Appeal:

_____

_____

_____

_____

Employee Signature _____ Date _____

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Tuesday, February 14, 2023**

SECTION: **Business**

DEPARTMENT: **Administration**

CONTACT: **Matt Schuenke, Village Administrator, Cassandra Suettinger, Deputy Administrator/Clerk**

AGENDA ITEM: **Presentation and discussion of updates to the Village Board Handbook.**

PREVIOUS ACTION:
None.

ISSUE SUMMARY:
Please find enclosed the Village Board Handbook that includes possible updates to various items thus far submitted by Village Staff. This is being presented to the board in our next meeting as an introduction to discuss these items and allow the board time to review this document further in order to provide their own comments. We will go over what's listed here in summary in the meeting and then our next discussion on this will take place at the Village Board meeting on February 28th.

FINANCIAL/BUDGET IMPACT:
None.

VILLAGE PLAN REFERENCE:
None.

ORDINANCE REFERENCE:
None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:
No action needed on this item. Presented for discussion only.

ATTACHMENTS:
1. Village Board Handbook 03282022 - DRAFT REVISIONS 02092023

VILLAGE BOARD~~TRUSTEE~~ HANDBOOK

Approved: March 28, 2022

Revised: March XX, 2023

WELCOME

Welcome to the McFarland Village Board! Your fellow citizens have elected you to protect and preserve the public interest. Village Board members individually, and as a whole, represent not only the entire Village of McFarland but are the face the Village presents to other municipalities, government agencies, organizations, and the public at large. It is sometimes difficult to balance differing interests and opinions, but if you keep informed, have an open mind, listen to your colleagues, and make use of professional staff, the open exchange of opinions and viewpoints in a constructive manner will generally lead to the best solution for the Village.

The *Handbook for Village Board Members* has been compiled to provide an easily accessible informational resource for elected officials. It will provide you with a basic understanding of Village operations, Wisconsin laws for the operation of public bodies, provisions that generally apply to members of public bodies, and commonly accepted standards of conduct. We hope it will help you quickly adjust to your new role and help avoid some of the common pitfalls associated with public service.

This guide has been created in an electronic format with links to relevant information. If you would like a copy of any of the aforementioned resources or publications, please contact the ~~Village Clerk/Treasurer~~Deputy Administrator/Clerk cassandra.suettinger@mcfarland.wi.us or via phone at 608-838-3153.

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CHAPTER 1: GETTING STARTED

Attendance/Compensation

Wisconsin State Law provides that in order for a government meeting to be conducted a quorum of members must be present. A 'quorum' is the minimum number of a governmental bodies membership necessary to act. A majority of members must be present to conduct a meeting. Based on this, if you are unable to attend a meeting, please let the Village Administrator or ~~Clerk/Treasurer~~Deputy Administrator/Clerk know as soon as you become aware you will be absent.

Village Administrator, Matt Schuenke, matt.schuenke@mcfarland.wi.us,
Phone: 608-838-3153 or 608-520-1694 (outside normal working hours and weekends).

Village Deputy Administrator/Clerk ~~Clerk Treasurer~~, Cassandra Suettinger,
Cassandra.suettinger@mcfarland.wi.us
Phone: 608-838-3153

Compensation/Meeting Attendance Record

Village Board members are compensated the following:

~~2022 through April 17, 2023:~~
~~Village President: $1,800 per year plus $40 per meeting attended*~~
~~Village Trustee: $40 per meeting attended*~~

Beginning April 18, 2023:
Trustees - $4,250 per year paid on a quarterly basis.
President - $8,500 per year paid on a quarterly basis.

*Per meeting attended – This includes Village government meetings you attend as an elected or appointed member of that Village authority, board, commission, or committee. You are not compensated for meetings of other bodies that you attend for informational purposes.

Village Board compensation shall be paid out on a quarterly basis through direct deposit. ~~Village Staff will track meeting attendance through its agenda management~~

~~system and send it out quarterly for verification. Once verified payments~~Payments will be made on the following schedule:

1. 1st Quarter (January – March) – paid out first full payroll in April
2. 2nd Quarter (April-June) – Paid out first full payroll in July
3. 3rd Quarter (July-September) – Paid out first full payroll in October
4. 4th Quarter (October-December) – Paid out first full payroll in January

Expense Reimbursement

Expenses such as mileage, conference registration fees, and other items will be reimbursed in accordance with the Village's Elected Official Reimbursement Policy. Please click on this link to view that policy.

Access

Keys/Building Access

The Municipal Center is open daily Monday through Friday from 7:45 a.m. to 4:30 p.m. and for evening meetings. Staff will provide you an ID card or fob to access the building after hours. The fob will allow you to access all entrances to Village Hall as well as the hallway and mailroom doors.

The Trustee/President bin is located inside of the copy room. This is where staff will leave any mail or correspondence for you. You should plan to check your trustee mail bin when you are at Village Hall for meetings.

Tablet

The Village will issue you an electronic tablet for Village Business. As part of this process, you will be assigned a username and password. You also will be required to review and sign off on the Village's electronic media policy. A full copy of the policy can be found at: https://www.mcfarland.wi.us/Committee-Orientation

*Village Tablets (Microsoft Surface Pros) must be taken care of and properly maintained. In the event maintenance is required and you are asked to turn your machine in for updates, Village staff ask that you attempt to clean your device off and return it in sanitary condition. Staff recommends using the rubbing alcohol wipes provided to you in your carrying case for this purpose. When sanitizing, do not use Lysol wipes, Clorox Wipes, or any other brand similar. Additionally, do not use soap and/or water, as it will damage the tablet.

~~All officials will be required to sign off on the Village's Electronic Media Device Guidelines.~~ Where permitted by law, an elected official may be financially responsible if equipment is lost or damaged while in their care. This includes both the device and ~~pen~~stylus issued from the Village.

Email

The Village will provide you a new Village email address. Once the address is assigned, you should only use your Village email account for Village Business moving forward. Also be aware the Village has electronic archival software that will automatically save a copy of all emails sent and received through your Village email address.

Public Records Law

The Wisconsin Statutes govern public records law. In the State of Wisconsin, the legislature has concluded that transparency is the cornerstone of democracy, and accountability is only possible when government is performed in the open.

The public has the right to access any 'records' as defined by state law. Records include any material on which written, drawn, printed, spoken, visual, or electromagnetic information or electronically generated or stored data is recorded or preserved, regardless of physical form ~~for~~ or characteristics. This includes electronic correspondence by elected officials including emails, both on your public email address and/or your private email address should you choose to use it, and text messages.

Please also be aware you are the records custodian of all emails, text messages, and correspondence that occurs outside of your Village email. All records requests for such documents, are your responsibility to fulfill and provide in accordance with Wisconsin Public Records Law. Using personal devices and/or personal email addresses are not a way to circumvent public records law.

The Village encourages all elected officials to keep this in mind as they engage in correspondence with others in their capacity as a Village official. With very limited exception, the public has a right to access any and all records and correspondence created by their elected officials. A good rule of thumb is if you would not feel comfortable emailing the information to the local news media, it likely should not be put in an email or electronic correspondence.

The Village encourages all elected officials to review the Wisconsin Department of Justice Wisconsin Public Records Law Compliance Guide for more information on relevant public records law.

Also be aware the Village has an archiving software called Mimecast that will automatically save a copy of your emails.

Orientation Meeting

After you are elected the Deputy Administrator/Clerk ~~Clerk/Treasurer~~ will contact you to schedule an orientation meeting. During the orientation meeting the Village Administrator and Deputy Administrator/Clerk ~~**Clerk/Treasurer**~~ will provide an overview of relevant topics and help you to get acclimated into your new role and where to find resources you may need.

CHAPTER 2: ROLES AND RESPONSIBILITIES

Village President

The Village President presides over all meetings of the Village Board, ~~have~~ has a vote as trustee, as well as signs all ordinances, rules, bylaws, and regulations. The Village President also has the responsibility to maintain peace and good order, see that ordinances are faithfully obeyed.

In the event the Village President is unavailable to preside over a meeting, the Village Clerk shall call the meeting to order, and the Trustees present shall elect one of their members as acting President. Village tradition has been that the Trustee with the most seniority is selected to serve as Acting President.

The Village President has the authority to set the Village Board agenda unless agenda items are otherwise approved for inclusion by the Board as a whole. To have an item be placed on an agenda Trustee should first discuss the matter with the Village President or Village Administrator as applicable.

If a Village Trustee desires to refer an issue, please note the following process:

1. Board member submits a referral request to the Village Deputy Administrator/Clerk ~~Clerk/Treasurer~~ on the Village Trustee Item referral request form.
2. Village Deputy Administrator/Clerk ~~Clerk/Treasurer~~ shall place the referral request on the next regular agenda for the Village Board meeting.
3. The Village President shall approve the agenda.
4. The Village Board shall consider the referral request upon receipt and take action as is necessary to address it under the 'Referral' Section of the Agenda~~.~~.

Also note Village Ordinance 2-163(a) provides that the Village President has the authority to decide which items are placed on a Village Board agenda, unless Village Trustees call a special meeting. In accordance with Ordinance 2-159, Village Trustees do have the authority to all a special meeting, and also have the authority to decide which items shall first be considered at the special meeting.

This process can be followed for referrals on items and issues, budgetary requests/amendments.

Full Village Ordinance Chapter 2, Article II, Division 3 – Village Board

Village Trustees

The Village Board serves as the legislative body at the local level. Trustees do not have individual authority, but rather the Village Board as a whole is granted decision making authority. Trustees do still serve in their individual capacity as a liaison between the Village and its constituents.

Trustees are leaders responsible for setting policy for the municipality. A policy is a course of action for a community that often takes the form of passing ordinances and resolutions. Trustees should rely on ideas from many sources to help make decisions and shape policy. These sources including staff, citizens' groups, boards, commissions, local organizations, and others. Officials are elected at large by the people to serve for the people. Decisions are best made keeping this ideal in mind and how decisions impact the Community as a whole.

Full Village Ordinance Chapter 2, Article II, Division 3 – Village Board

Village Administrator/Village Staff

An important distinction to remember is the Village Board sets policy, and it is then the Village Administrator and Department Head's administrative responsibility to carry out all policies and plans. Additionally, the Village Administrator is responsible for coordinating the day-to-day operations by overseeing service delivery, financial and personnel issues.

It is not the responsibility of elected officials to supervise Village employees on the job or become involved in the day-to-day administration of Village affairs. Maintaining this hierarchy is important to the delivery of municipal services. The Board may from time to time be concerned about employment matters; however, they should refrain from becoming directly involved. The Village Board establishes personnel policies that serve as the employment guidelines for the organization. Board members may voice their concern to the Village Administrator or Deputy Village Administrator/Clerk.~~, and i~~It is the responsibility of the Administrator and/or Deputy Administrator/Clerk, through the

Department Heads to address employment matters ~~as the Personnel Officer~~ for the Village. It is also important to remember the Village Board serves as the appeal body for most non-protective service employee grievances. Therefore, it is important elected officials follow the proper chain of command and remain impartial.

Full Village Code Reference – Chapter 2, Article VII, Division 2 – Village Administrator

~~**Organizational Chart to be Inserted Here**~~Village Wide Organization Chart

Professional Services

The Village contracts with a variety of professional services to round out needed Village Services. The following are the main core services and contractors the Village Utilizes:

Assessment Services	**Accurate Appraisal** PO Box 415, Menasha WI 54952 920-749-8098 info@accurateassessor.com http://www.accurateassessor.com
Engineering	**Town & Country** Brian Berquist 6264 Nesbitt Road, Madison WI 53719 608-873-3350 brian@tcengineers.net https://tcengineers.net/
Legal Services (General Counsel)	**Reuter, Whitish and Evans** Attorney Allen Reuter Attorney Dan Evans (Village Prosecutor) 44 E Mifflin St, Madison WI 53703 608-250-9053 areuter@rwelaw.net devans@rwelaw.net https://www.rwelaw.net/
Legal Services (Labor Relations)	**Von Briesen & Ropert** Attorney Kyle Gulya 10 East Doty St, Madison WI 53703 kgulya@vonbriesen.com 414-276-1122 https://www.vonbriesen.com/
Financial Auditing Services	**Baker Tilly US, LLP** *Carla Gogin, CPA*

	4807 Innovate Lane, PO Box 7398, Madison WI 53707 **carla.gogin@bakertilly.com** 608-240-2460 http://www.bakertilly.com/
IT Support	**Elevity** **Live Service Desk Support:** **Monday - Friday** **6:00 AM -6:00 PM CT** 888-733-4060 support@elevityit.com https://www.gflesch.com/elevity-managed-it
Waste/Recycling Services	**Pelliteri** 7035 Raywood Rd, Madison, WI 53713 (608) 257-4285 info@pelliteri.com https://www.pellitteri.com/
Bond/Debt Counsel	**Wisconsin Public Finance Professionals, LLC** Carol Wirth, President 155 South Executive Drive, Suite 211 Brookfield, WI 53005 cawirth@wipublicfinance.com
Building Inspection Services	**General Engineering Company** Jim Trebian 916 Silver Lake Dr, Portage, WI 53901 Buildinginspector@mcfarland.wi.us https://www.generalengineering.net/
State/County Representatives	**Various – Click for Full Listing**

As a reminder, Trustees in their individual capacity should not be reaching out to Village consultants and directing consultants without the authorization of the Board.

Responding to Citizen Complaints

Residents often contact Board members when they have a problem, whether it involves a land use matter, a barking dog, or a pothole. You should not hesitate to send them to the appropriate Village Staff or department for resolution to the problem. Please always copy the Village Administrator on any emails to Village staff, so that they can be aware of such contacts and ensure the matter is followed up on appropriately. Attached to this handbook is an appendix outlining various issues that may come up from time to time and the appropriate department that would be able to assist with the matter.

Relationship with the Village Attorney

The Village Attorney serves at the pleasure of the Village Board to assist the board and its members of the legal questions it may have. For financial reasons, the Village President and Village Administrator, request that questions to the Attorney should be channeled through the Administrator, to allow Staff an opportunity to address the issue and if not then to make sure the questions are presented clearly. Also remember, Village Board members individually do not have authority to direct projects and work, only the Village Board as a whole has the authority to direct policy and work of applicable consultants and staff. The full list of responsibilities for the Village Attorney can be found within Section 2-517. Please click on this link to view the code of ordinance.

CHAPTER 3: VILLAGE BOARD MEETINGS

The Village Board meets the 2nd and 4th ~~Monday~~ Tuesday of each month at 7 p.m.

Open Meetings Law

Effective citizen oversight of the workings of government is essential to our democracy and promotes confidence in it. Public access to meetings of governmental bodies is a vital aspect of this principle. Please consider reading *Wisconsin Open Meetings Law: A Compliance Guide*. It offers explanations of some of the fundamental principles in Wisconsin Open Meetings Law, and answers questions that arise on a regular basis.

As such it is also important to keep in mind all Village Board, Committee, Commission and Authority meetings are filmed and archived on the Village website.

Conduct of Deliberations/Parliamentary Procedure

The Village Code of Ordinances, Sec 2-166 through 2-170, addresses the conduct of deliberations. Village Boards members should review this section of the code and familiarize themselves with Robert's Rules of Order. Additional information on parliamentary procedures and Robert's Rules of Order can be found by visiting: https://www.parli.com/

Agenda

Perhaps one of the most crucial tools in providing for orderly meetings is a well-organized and well-prepared agenda. The agenda must be handled so that Board members and the public, are given adequate information, in advance, on items to be considered. The Village Deputy Administrator/Clerk ~~Clerk/Treasurer~~ prepares the agenda, and the Village President has the final authority to determine what items are on the agenda.

Each Agenda will contain the following items:

1. Call to Order – The Village President will call each Village Board meeting to order (in the event the Village President is unavailable, the Deputy Administrator/Clerk ~~Clerk/Treasurer~~ will call the meeting to order and the Board shall elect a Board member to preside over the meeting)
2. Roll Call – the Village Deputy Administrator/Clerk ~~Clerk/Treasurer~~ will read Village Board member names and take the roll. Village Board members should state 'here' when their name is called.

3. Public Announcements, Communications, & Proclamations – The Village President will announce and review all public announcements, communications, and proclamations.
4. Consent Agenda – The Consent Agenda is for routine, procedural, and self-explanatory non-controversial items. Items will be approved by one motion unless a Board member requests that the item be removed. Board members who have a question on an item on the consent agenda or would like to have additional discussion on an item, should request the item(s) be removed from the consent agenda and discussed separately. Items requested to be dealt with separately, will be dealt with in the same order in which they were originally listed on the consent agenda under business.
5. Public Appearances – This is an opportunity for members of the public to provide public comment on items both on and off the agenda. Members of the public are provided a time limit of 3-minutes. Board members should review the Village's Public Comment Policy for more information. It is important to note that additional discussion cannot occur during public comment. This is intended for elected officials to be aware of concerns. If referral or action is desired it should be done by submitting a referral request to the Deputy Administrator/Clerk on the Village Trustee Item referral request form.~~during the 'Future Authority, Board, Commission and Committee agenda items and referrals.'~~
6. Public Hearings – (only when applicable) – Public hearings occur from time to time on specific topics. The Village President will open up the public hearing for any public comment. Once all comments are received, the Village President will close the public hearing.
7. Business – The business section will include normal business items. These business items will be freestanding issues and also referrals from Board, Commission and Committees. For Board, Committee or Commission referrals the respective chair will be asked to provide an overview of the item and discussion as well as the recommendation from the Board, Committee or Commission. The Chair should be prepared to make the motion, and the vice-chair Trustee should be prepared to second the motion.
8. Requests for Referral of new items to Committees, Commissions or Boards – This is where Village Board member referrals will be taken up for discussion and possible review. Trustee who made the referral will be prepared to discuss and present the proposed referral. The Village Board will then vote whether or not to

make the applicable referral. Discussion should be limited to topic of whether or not to refer the item accordingly.

9. Closed Session (If needed) – WI State Statute 19.45 outlines the reasons by which a governing body may go into closed session. Closed session matters are confidential. A separate closed session packet will be distributed directly to Board members. Closed session materials are confidential and not made available to the public until action is taken on the matter considered in closed session. The Village President will announce the closed session agenda item and then ask the Deputy Administrator/Clerk ~~Clerk/Treasurer~~ to take a roll call vote to go into closed session. Each Board member will need to vote either 'aye' or 'nay' to go into closed session. Once the motion passes to go into closed session, the Board will use a different Zoom ~~or~~ link or go into Conference Room A as discussions in closed session are not broadcast nor available to the public.
10. Reconvene in Open Session (if needed) – Once Closed Session discussion has concluded, a motion must be made to return to open session. Once the Board has approved to return to open session, it would either take formal action on matters discussed in closed session or move to adjournment
11. Action on items discussed in Closed Session (if needed) – Once back in open session, the Village Board can take formal action on items discussed in closed session if needed.
12. Adjournment – The Village President will accept a motion and a second to adjourn the meeting after all items of business have been concluded.

Camera and Microphone Etiquette

All Village Board meetings and most other authority, board, commission, and committee meetings are broadcast~~ed~~ live and rer~~u~~an throughout the month on our local public, educational, or government (PEG) station. McFarland Cable is available on TDS cable channel 1009 in high definition and Charter-Spectrum cable channel 982 in standard definition. Meetings are also available "on demand" on the cable channel website at www.mcfarlandcablechannel.com. To present a professional image, a high-quality broadcast, and avoid citizen complaints, please follow the guidelines below.

- When speaking keep the microphone between 6 to 10 inches from your mouth, speak directly into the microphone, and use your normal voice and volume level.
- Do not move the microphone(s) without approval or assistance from the on-site camera operator. They have been placed accordingly for optimal audio.

- Refrain from critical facial expressions and eye rolling. You never know when you are on camera.
- Refrain from mumbling to yourself or conducting side conversations. The microphones may hear you and interfere with the current speaker.
- Refrain from eating or drinking at or near microphones. In addition to the noise, equipment may be damaged.
- Avoid pen clicking, finger drumming, paper shuffling, or other distracting noises as the microphones will hear and amplify it.
- Avoid having hands, laptops, or other objects between your mouth and the microphone when speaking.
- Please avoid coughing into, sneezing on, or striking the microphones.

Consent Agenda Guidance

As noted above, items are placed on the consent agenda that are more routine in nature or have been recommended for approval unanimously by the Committee they came from. However, If there is something you see on the Consent Agenda that you wish to pull of for additional discussion, or to ask a question, you are free to do so. However, the additional items should be noted:

- Question for Staff – If the intent is to simply ask Staff a question on the Consent Agenda item, it is recommended to reach out to staff ahead of time. With packets being released on Thursdays and then the meeting being Tuesday, there is opportunity for staff to answer the question Friday, Monday, and/or Tuesday following the packet release (this could apply to anything on the agenda). Please feel free to reach out to the Village Administrator or the Staff Member connected with the item to gather additional information. Staff are happy to be of assistance in this manner.

- Discussion with Board Members – If the intent to remove an item is to discuss the matter with your fellow board members, then this would be a situation in which you would do so. Please follow the current process to remove an item if you desire to further discuss the matter prior to a decision being reached.

The choice to remove the item is at the discretion of the Board member but the above guidance is provided to keep the meetings efficient. dbook

CHAPTER 4: BOARD, COMMITTEE & COMMISSION MEETINGS

Board, Committee, Commission Schedule

In general, two Village Trustees serve on each authority, board, commission, and committee with one serving as chairperson and the other as a Trustee member. The Village President annually makes liaison appointments for Trustees to the various Board, Committees and Commissions. Annually on March 15th of each year, all BCC members with expiring terms shall be notified of their term expiration and allowed the opportunity to request reappointment.

Regular monthly meeting dates and times have been established for the majority of committees in order to coordinate meeting room availability for both public and private use and avoid both room and personnel scheduling conflicts. In addition to elected officials, staff and some citizen members are also assigned to more than one authority, board, commission, or committee and regular monthly meeting dates ensure that all members can plan ahead so they are able to actively and regularly participate in the meetings they are assigned to.

Board, Committee, Commission or Authority Duties as Chairperson

The Committee Chairperson is responsible for conducting an orderly and legal meeting, recording the attendance of all present, making notations that will assist in the compiling of meeting Minutes, encouraging and fostering discussion amongst members, and ensuring that decisions are in compliance with Village, County, and State laws.

The Chair is allowed to vote, has the same responsibilities as committee members, and has no more or less decision-making power than any other committee member. ~~Committee Minutes are included in the packet for the first Village Board meeting of the month.~~ Committee recommendations are forwarded for Board action at a Village Board meeting following the Committee meeting and information is relayed to the Board by the Trustee presiding as Chairperson of the meeting.

Agendas

The Village Administrator and Department Head of the department of jurisdiction coordinate the preparation of agendas with the Committee Chairperson. Agenda items are also derived from referrals from the Village Board; other authorities, boards,

commissions, and committees; and staff as well as items of business carried over from the previous meeting.

The Monday of the week preceding the meeting, staff will send an agenda, or request for cancellation, to the respective Chair. Each chair is provided 48 hours to provide confirmation, approval, edits, etc. for the agenda. Village Board members are encouraged to familiarize themselves with the Agenda/Packet Creation Process. Creating Agenda packets is a very timing consuming process for staff, and it helps out tremendously if chairs stick to the timelines outlined in the document.

Minutes

Meeting Minutes are a permanent written record of the actions taken by a governmental body. They summarize substantive discussion and specifically document all actions taken by the body. Meeting Minutes are not a transcript nor are they documentation of any one individual's thoughts, ideas, or statements.

Many meeting Minutes are created from the video recording of the meeting by a designated non-attendee recorder. To ensure that accurate Minutes are produced, the Chairperson must make the following oral and written documentation.

Oral documentation.

1. Call to order. State the time the meeting is called to order.
2. Read the agenda item aloud.
3. Motions. Repeat the names of the members making and seconding the motion, repeat the motion made, and announce the vote total. Example: *Motion by Ed Smith and seconded by Tom Jones to recommend to the Village Board that the contract for 2010 water main and sanitary sewer improvements on U.S.H. 51, Lani Lane, and Lewis Lane (Base Bid plus Alternate A) be awarded to G. Fox and Son, Inc. in the amount of $330,142.00 and that the unit pricing on the Supplemental Bid Items be accepted. Motion carried 4 to 1.*
4. Adjournment. Announce the agenda item Adjournment, repeat the name of the members making and seconding the motion to adjourn, and state the time of adjournment.

Written documentation.

1. Attendance record. Staff will take attendance of all members present for meetings.
2. Materials distributed at meeting**.** Make sure that a copy of all materials not included in the packet, but distributed at the meeting, are given to the Administrator or another staff member, who will deliver them to the Clerk.

Draft minutes will be submitted to the Board, Committee, Commission or Authority at its next scheduled meeting. This is member's opportunity to make corrections or changes. Once minutes are approved, unless otherwise amended by the body cannot be changed.

Forwarding Recommendations

Authority, board, commission, and committee recommendations are forwarded to the next Village Board meeting for action, unless a different date is noted.

The process for bringing BCC recommendations forward shall be as follows:

1. Village President reads the agenda item.
2. If the Board, Committee, Authority or Commission recommended approval of the item, the Trustee Chair of the Committee makes the motion to approve the agenda item.
3. The Vice-Chair Trustee of the Committee makes the second on the motion.
4. Discussion can then take place on the agenda item. The respective liaisons would have an opportunity to provide background on the recommendations. In the event the elected official voted against the referral made by the Committee, they would have the opportunity to speak to their position.
5. The Village President would call the question and take a vote on the item.

Packets

Meeting packets will be delivered the Thursday of the preceding week. The Village utilizes CivicClerk for the delivery of agenda packets. You will receive an automated email notifying you when each respective Board, Committee, Commission packet is available. For more information on agenda packet delivery and CivicClerk, please click here.

Conducting the meeting

The Chairperson is responsible for conducting a legal, timely, and orderly meeting. These suggestions may be helpful.

- Be prepared and have thoroughly review materials ahead of time. If you have additional questions or need additional information on an item, reach out to staff ahead of time to obtain more information.
- Solicit input from all members but be careful not to limit discussion or cut off fellow members.
- Although the length of a meeting is left to the discretion of the Chairperson, we have generally found that members tend to lose their focus if a meeting extends beyond two hours.
- Encourage courteous and considerate interactions. If needed, talk to disruptive members privately after the meeting.
- Keep discussions on track.
- Limit public comment to the beginning of the meeting or just prior to taking up a pertinent agenda item. Make sure that the speaker states their name and address.

Work Plan Development

Boards, commissions, and committees may prepare their own work plan with assistance from Village Staff. Each group will generally follow the same outline when preparing their work plan that is aligned with their essential responsibilities as defined by Village Ordinance. The process for this would begin with the new board year which for Committees that would begin at the end of April or beginning of May of each year.

- **Introduction (Meetings 1-2):**
    - Roles and Responsibilities…review the code, policies, meeting format, etc.
    - General summary on the work completed in the previous year.
    - Committee can identify areas they wish to learn more about or need additional background information.
    - General summary on the work on the horizon for the coming year.
    - Update work plan as needed.
    - Other business items that may be applicable as part of their regular course of work.

- **General (Meetings 3-11)** – Each meeting then throughout the year may encompass any of the following activities in line with their roles and responsibilities outlined in the code:

- Capital Planning
- Presentations from relevant Community Groups
- Fee Schedule Review
- Ordinance/Policy Review
- Other business items that may be applicable as part of their regular course of work.

- **Conclusion (Meeting 12):**
  - Look ahead to the next year.
  - Discussion on reappointment process.
  - General inquiries on feedback on the groups work in the previous year.
  - Other business items that may be applicable as part of their regular course of work.

CHAPTER 5: VILLAGE BOARD WORK PLAN –

The Village Board has a standard annual work plan that it works through on an annual basis. The work plan helps guide work the coming year. The "Board Year" does not follow a calendar year and is instead aligned with the term durations established for elected officials. Each year on the third Tuesday in April, the new Board Year will begin as the first day of office for officials elected earlier in that month during the Spring Local Election held on the first Tuesday in April. This begins the Board Year, and the following work plan helps to guide the board's work during that time frame:

- April – Organizational Meeting
  - Appointment of Village Board members to boards, commissions, and committees.
  - Appointment of Resident members to boards, commissions, and committees

- May – Board, Commission, and Committee
  - Annual joint meeting with Diversity, Equity, and Inclusion Committee
  - Refer policy development matters to boards, commissions, and committees

- June – Annual Retreat (See Chapter 6)
  - Review Prior Year Strategic Implementation Plan
  - Draft Next Year Strategic Implementation Plan
  - Staff presentation of budget process and schedule.
  - Finalize Action Plan with Department Heads

- July – Annual Retreat (See Chapter 6)
  - Continue as needed from previous month.

- August – Capital Improvement Planning
  - Present draft 5-year Capital Improvement Plan
  - Accept 5-year Capital Improvement plan prior to Staff Submittal of Annual Budget

- September – Community Group Updates
    - Annual reporting for local groups as available (i.e. – Library, Food Pantry, Youth Center, etc.)
    - Schedule joint meetings with other local groups as requested/needed.

- October – Budget Review (See Chapter 7)
    - Staff Submittal transmitted in September each year.
    - Complete fund review including all Departments.
    - Hold Public Hearing.
    - Identify budget issues needing further discussion.

- November – Budget Review (See Chapter 7)
    - Finalize Village Board Changes.
    - Enact ordinance to approve budget.

- December – Board, Commission, and Committee Connection
    - Joint Meetings as Applicable
        - Example – Joint meeting with the Community Development Authority to discuss economic development goals for next calendar year.
    - Address ordinances, guidelines, and other items with group as needed.
        - Example – Update Tax Increment Financing Guidelines as needed to align with economic development objectives.
    - Plan review and updates as needed.
        - Example – Reviewing progress on implementation of Sustainability Plan.
    - Other special projects as applicable.

- January – Board, Commission, and Committee Connection
    - TIF Guideline review and possible update.

- February – Board, Commission, and Committee Connection
    - Sustainability Plan Review and possible update.

- March – Transition Period
    - Final month before next local election and new members as determined through that process.

CHAPTER 6: STRATEGIC PLANNING & ANNUAL BOARD GOALS

In 2020, the Village created a strategic plan to help provide a road mar~~rk~~p for the Village to follow. In addition, the Village Board undertakes the process to review its strategic plan and establish goals and objectives as the implementation plan for the coming year. This plan from year to year addresses the long-term vision within capital improvement planning and also short-term vision incorporating elements from the action plan into the annual budget.

The process for this discussion is as follows:

- Retreat Meeting #1
    - Review Prior Year Implementation Plan
    - Introduce Next Year Implementation Plan
    - Members present their ideas as applicable
    - Staff presentation of budget process and schedule.
- Retreat Meeting #2
    - Finalize Draft Next Year Implementation Plan
    - Schedule Additional Meetings to Finalize as needed
- Retreat Meeting #3
    - Staff Presentation of Next Year Implementation Plan with Action Steps
    - Joint Discussion Between Village Board and Department Heads
    - Action by Village Board to accept the Next Year Implementation Plan

A copy the Strategic Plan and the current Goals & Objectives for the Board can be found under 'Additional Information' by visiting:

https://wi-mcfarland.civicplus.com/313/Village-Board

CHAPTER 7: ANNUAL VILLAGE BUDGET

The annual budget is one of the single most important tasks of any municipal governing body as it sets the level of funding for the programs and services that are to be provided. Through this process it also establishes the tax levy to fund these programs and services which is then charged to property owners through the tax rate. Municipal budgeting is quite complex with most of the work to prepare the budget falling on Village Staff to complete and administer once adopted. The Village Board's role is to set expectations through the retreat (see Chapter 6), review the Staff Submittal, consider revisions, and ultimately adopt the budget for the coming year. Please click on this link to view prior year budget documents and capital improvement plans. The below outline sets the process and schedule applied for the annual budget cycle.

TASK	OWNER	DEADLINE*
Retreat 1	Village Board	June
Set Process/Schedule	Village Board	June
Retreat 2	Village Board	June/July
Introduce draft Goals/Objectives	Staff	July
Retreat 3	Village Board/Dept Heads	July
Draft Budget	Staff	August
Staff Budget Submittal	Village Board	2nd Meeting in Sept.
Review Meeting #1-3 – Review	Village Board	1st, 2nd, and 3rd Thursday of Oct.
Review Meeting #4-5 – Review	Village Board	2nd & 4th Tuesday of Oct.
Public Hearing	Village Board	4th Tuesday of Oct.
Review Meeting #6 – Discussion Items/Changes	Village Board	4th Thursday of Oct.
Review Meeting #7 – Action on Changes	Village Board	1st Thursday of Nov.
Review Meeting #8 – Optional, As Needed	Village Board	2nd Tuesday of Nov.
Adopt Budget	Village Board	4th Tuesday of Nov.

* Please note that these dates provided are a general estimation of the budget review schedule and serve as a guide to prepare a more detailed schedule from year to year. It attempts to provide a general depiction of the number of meetings needed to complete the review process. This proposed schedule will be applied annually to the actual calendar to create a specific schedule subject to the board's approval. This is known as establishing the budget process and schedule in which the board will review those specifics through the annual retreat in order to take action on what the schedule will be for the coming cycle.

CHAPTER 8 - HELPFUL TIPS

How to Deal with Criticism

- The Board should listen actively to its critics – listen to learn and understand, not to argue, dispute or to silence those critics. Attempt to find some area of agreement by sorting out the issues into those that can be dealt with and those that are outside the scope of authority or the range of possibility to be resolved.
- It is helpful to state that you understand how the person or group feels. Perhaps you might even restate their concerns. If you feel personally attacked, it is okay to say that you feel hurt by the comments.
- At some point, the Board's action must be defended. Try to help people understand the factors that influenced the Board or discuss the parameters that will influence an impending decision which is under attack.
- When attacked, think carefully before responding. Know your facts. Be truthful. Credibility is your most important asset in dealing with your critics.
- Do not belittle small but vocal sources of opposition. Do not label people.
- Keep in mind that anger is directed at your role, not at you as an individual. Last but not least, remain respectful of all constituents.

Interaction with Staff

- Get to know staff and what they do.
- Say thank you! Let staff know how much you appreciate them and give credit where credit is due. Often times staff only hear when there are complaints, and positive feedback always goes much further.
- Deal openly with Village staff and use and trust their expertise and assistance.
- Remember everyone is on the same team. Village staff and elected officials share the commonality of wanting what's best for the Village. While disagreement can certainly always occur in how to achieve that goal, elected officials should always strive to keep a respectful positive relationship with staff.

Guidelines of Conduct for Village Board Members

1. Listen to all sides.
2. Treat everyone with respect.
3. Be honest with your fellow members.
4. ~~Deal openly with Village staff and use and trust their expertise and assistance.~~

~~5.~~4. Arrive at all appointments and meetings on time or call/email if you will be unable to attend or will be late.

~~6.~~5. If you must miss a meeting or arrive late, inform the Village Administrator or Village Deputy Administrator/Clerk ~~Clerk/Treasurer~~ as soon as possible prior to the meeting date.

~~7.~~6. DO NOT HOLD side conversations while business is being conducted. You may not think the topic is important, but the person you are talking to might. Side conversations distract others and make it difficult to hear the main discussion. Remember that Village Board meetings are audio and video taped. Side conversations do get picked up by the microphone and can interfere with, or override, the main discussion.

~~8.~~7. You may not always agree or share the same opinions as that of other members. Please refrain from making critical and negative gestures, facial expressions, or comments while others are speaking. Rather, wait for recognition by the Chairperson and use that opportunity to express your thoughts and opinions.

~~9.~~8. Do not be afraid to disagree in a constructive manner with a fellow member or staff person, but do not make your disagreement a personal attack. Learn to agree to disagree.

~~10.~~9. Study the materials in your meeting packet PRIOR to the meeting.

~~11.~~10. If you have questions or desire additional information regarding a meeting agenda item, contact the Village Administrator, Village Deputy Administrator/Clerk~~Clerk/Treasurer~~, or pertinent Department Head. Often it is easier for staff to answer questions ahead of time and be prepared to provide additional resources if necessary. Putting staff on the spot rarely provides benefit to the issue or item.

~~12.~~11. Keep your comments on the topic under discussion.

~~13.~~12. Remember that the audience and cable viewers judge the Village Board by the conduct displayed individually and collectively. If you embarrass yourself, you embarrass the other Village Board and staff members as well.

~~14.~~13. During the Public Comment portion of the meeting, listen respectfully to the speakers.

~~15.~~14. Try to keep an open mind.

~~16.~~15. Read the Ethics Code to ensure that you do not involve yourself in a Village issue where you have, or appear to have, an associational, financial, personal, or other interest. If you are uncertain if a conflict arises, reach out to the Village Administrator or Village Deputy Administrator/Clerk ~~Clerk/Treasurer~~ who can

assist in making a determination and ascertain legal counsel's opinion on the matter if necessary.

~~17.~~16. If you have a conflict of interest, you will need to recuse yourself when that issue is being discussed by the Board. Refer to Sec. 2-818 of the Ethics Code or contact the Village Deputy Administrator/Clerk ~~Clerk/Treasurer~~ for the correct process.

VILLAGE OF
McFarland

SUMMARY SHEET

MEETING DATE: **Tuesday, February 14, 2023**

SECTION: **Business**

DEPARTMENT: **Administration**

CONTACT: **Matt Schuenke, Village Administrator**

AGENDA ITEM: **Discussion on performance of board, commission, and committee meetings following 2022 restructuring.**

PREVIOUS ACTION:
None.

ISSUE SUMMARY:
This item is presented as a discussion surrounding how its going for our board, commisison, and committee meetings following the restructuring that took place in 2022. Staff will present some of its findings on the improvements from the system changes in the meeting on Tuesday. Board members are free to bring their thoughts to the discussion as feedback on the work that has been done to date.

FINANCIAL/BUDGET IMPACT:
None.

VILLAGE PLAN REFERENCE:
None.

ORDINANCE REFERENCE:
None.

BOARD, COMMISSION OR COMMITTEE RECOMMENDATION:
No action on this item. Presented for discussion only.

ATTACHMENTS:
None