

# CITY OF WISCONSIN DELLS MEETING AGENDA

Meeting Description PUBLIC WORKS COMMITTEE

Date: MONDAY, FEBRUARY 9, 2015 Time: 5:30PM Location: MUNICIPAL BUILDING 300 LA CROSSE STREET, WISCONSIN DELLS, WI

		Committee Members	
		Ald. Dar Mor-Chair	Ald. Ed Wojnicz
		Mayor Brian Landers	Ald. Brian Holzem
<b>AGENDA ITEMS:</b>			
1	CALL MEETING TO ORDER AND ATTENDANCE		
2	APPROVAL OF THE MINUTES FROM THE JANUARY 12, 2015 PUBLIC WORKS MEETING		
3	DISCUSSION AND DECISION ON HIGH ROCK USE OF OAK STREET		
4	DISCUSSION AND DECISION ON FUTURE OAK STREET FLEX SPACE AND MAINTENANCE COSTS		
5	DISCUSSION AND DECISION ON REQUEST FOR PROPOSALS ON RESTORATION OF WATER TOWER #2 LOCATED BEHIND PLATT'S GARAGE (WASHINGTON AVENUE)		
6	UPDATE AND POSSIBLE DISCUSSION AND DECISION ON IMPACTS OF ST CECILIA'S CONSTRUCTION RELATED TO THE PUBLIC WORKS a) ELECTRIC b) PARKING c) TUNNEL d) STORM SEWER e) WATER SERVICE		
7	DISCUSSION AND DECISION ON 3 <sup>RD</sup> REVISION OF RIVERWALK PROJECT AGREEMENT (WI DOT PROJECT ID: 6219-01-00/71)		
8	CONTINUED DISCUSSION AND ANY DECISIONS AS NEEDED ON LIST OF MAYOR'S COMMITTEE GOALS: <ul style="list-style-type: none"> <li>• INVESTIGATE AND IMPLEMENT A MUTUALLY BENEFICIAL CONNECTING HIGHWAY AGREEMENT WITH WIDOT TO ALLOW SIDEWALK EXPANSION AND RIGHT OF WAY MANAGEMENT OF BROADWAY</li> <li>• DEVELOP A LONG-TERM PLAN FOR TRAFFIC SAFETY AND ROUTING FOR THE EXPECTED COMMERCIAL GROWTH OF HWY. 13, TO ALLEVIATE CONGESTION OF LOCAL STREETS</li> <li>• PROVIDE INFRASTRUCTURE SUPPORT IDEAS TO INCENTIVE SENIOR HOUSING AND SINGLE FAMILY HOUSING DEVELOPMENTS IN THE CITY</li> </ul>		
9	CONVENE INTO CLOSED SESSION PURSUANT TO WISCONSIN STATE STATS 19.85(1) (e) & (g) FOR DELIBERATING OR NEGOTIATING THE PURCHASING OF PUBLIC PROPERTIES, THE INVESTING OF PUBLIC FUNDS, OR CONDUCTING OTHER SPECIFIED PUBLIC BUSINESS, WHENEVER COMPETITIVE OR BARGAINING REASONS REQUIRE A CLOSED SESSION AND CONFERRING WITH LEGAL COUNSEL FOR THE GOVERNMENTAL BODY WHO IS RENDERING ORAL OR WRITTEN ADVICE CONCERNING STRATEGY TO BE ADOPTED BY THE BODY WITH RESPECT TO LITIGATION IN WHICH IT IS OR IS LIKELY TO BECOME INVOLVED.		
10	RECONVENE INTO OPEN SESSION FOR DISCUSSION AND DECISION ON ITEM 9, IF APPLICABLE		
11	ANY OTHER ITEMS FOR REFERRAL TO FUTURE MEETING		
12	FUTURE PUBLIC WORKS MEETING (Scheduled for Monday, March 9, 2015 @ 5:30pm)		
13	ADJOURNMENT		
<p><b>Open Meetings Notice: If this meeting is attended by one or more members of the Common Council who are not members of this committee, their attendance may create a quorum of another city commission, board or committee under the Wisconsin Open Meetings Law; However, no formal action will be taken by any governmental body at the above stated meeting other than the body, committee, commission, or board identified in this meeting notice. Please be advised that upon reasonable notice, the City of Wisconsin Dells will furnish appropriate auxiliary aids and services to afford individuals with disabilities an equal opportunity to participate in meeting activities.</b></p>			
ALDERPERSON DAR MOR, CHAIRPERSON		DISTRIBUTED FEBRUARY 6, 2015	

High Rock Use of Oak Street

1. Installation of Natural Gas meter
2. Costs to utilize Oak St. for dining area
3. Costs to construct Oak St. dining area

**Discussion and Decisions on Flex Space (700 Blk. of Oak Street)**

**ITEM 4**

- 1) Seasonal use - 1 time in the Spring/1 time in the Fall ? Re: movement of barriers (planters)
- 2) Annual Maintenance of flex space - Property owner responsible out to Curb & Gutter line ?
  - a. specifically, assuming parking in use during Winter months, are property owners responsible to get snow to Curb & Gutter line
  - b. Summer months, clean sidewalks to Curb & Gutter line
- 3) Potential for increased long-term maintenance costs associated w/ flex space.
  - a. Plows will likely damage if used in this area
  - b. Increase sealing frequency ? Re: Oil staining, etc.
- 4) Location of Utility Boxes (Alignment)
- 5) Assessment of costs
  - a. Currently approaching w/ the thought process there is no assessment in regards to standard utility, curb & gutter, sidewalk, etc. type work
  - b. Potential others. Abandonment of underground vaults (possibly old coal chutes),
- 6) Any others



# SEASONAL SIDEWALK EXTENSION

*Permanent  
Flex Space*

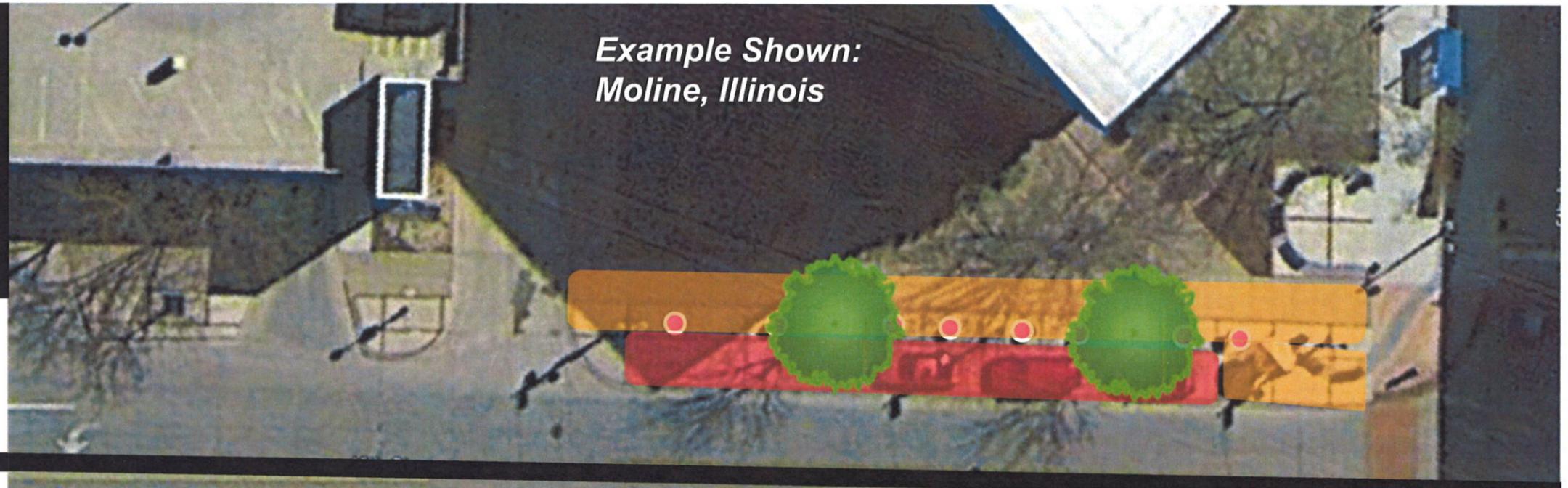
*Cold Months of the Year*  
**PARKING**

*Warm Months of the Year*  
**OUTDOOR SEATING**

## LEGEND



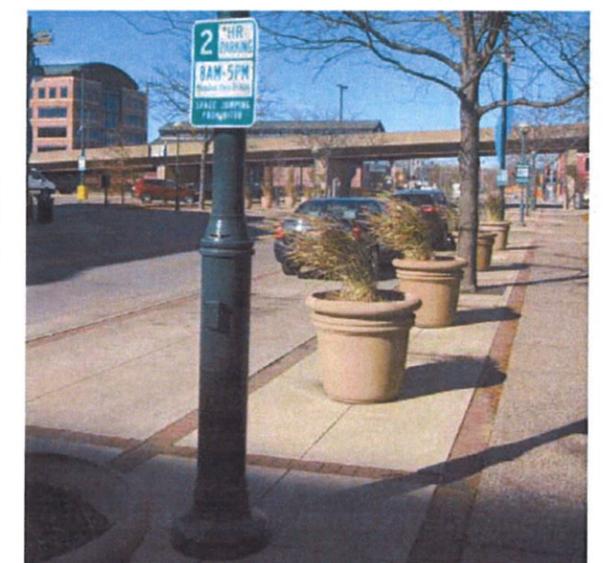
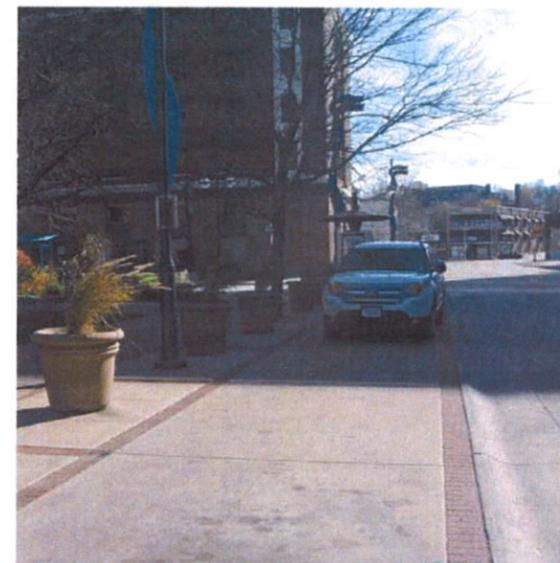
*Example Shown:  
Moline, Illinois*

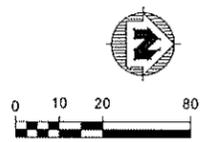
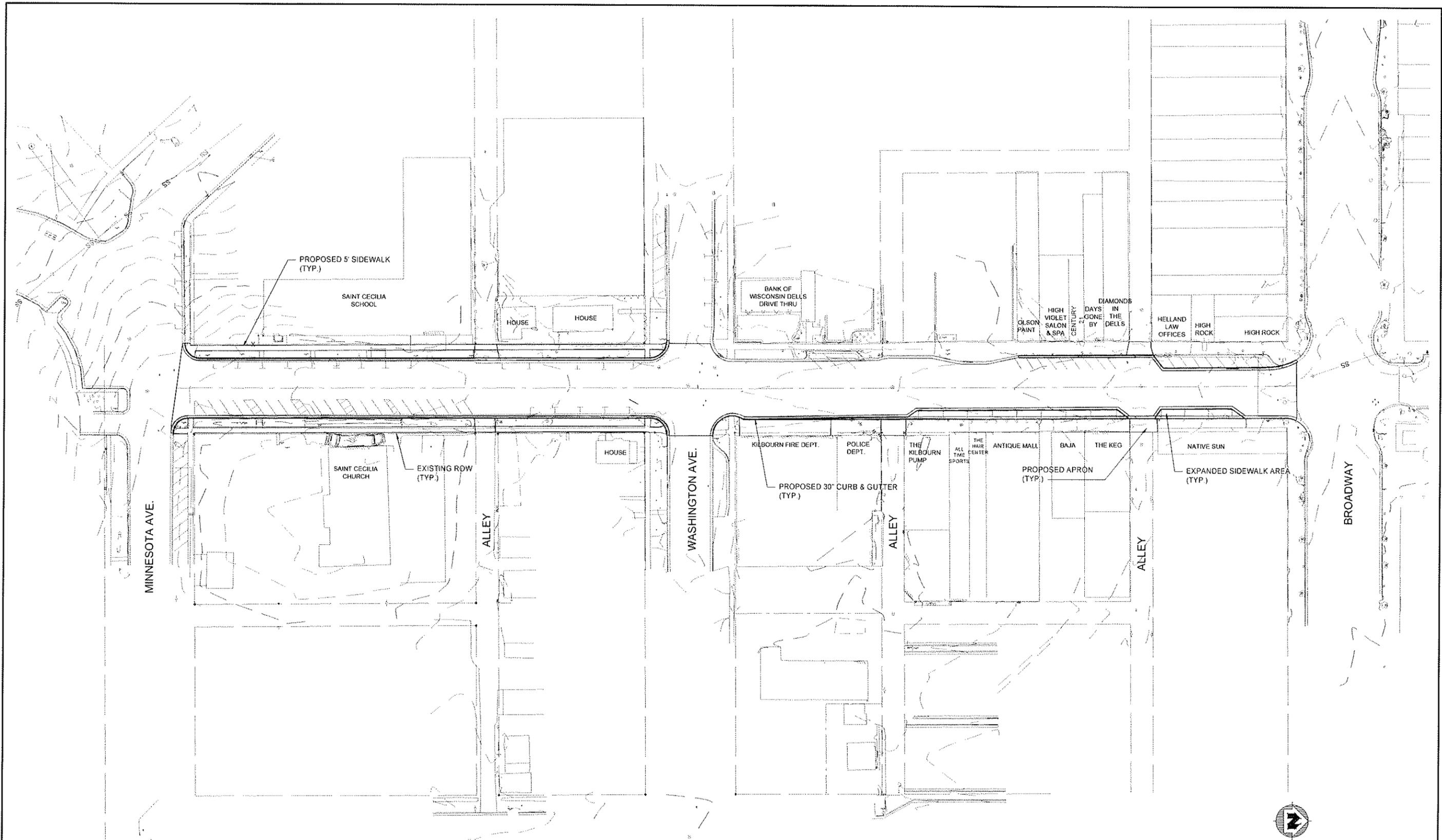


**What is the purpose of this “flex space”?** *It provides seasonal reconfiguration of the sidewalk and parking area. In the summer - when people are willing to walk further and outdoor dining is desired - the sidewalk would extend into the parking area (i.e. parking prohibited). In the winter - when no one wants to eat/shop outside or walk any further than necessary from where they park - the space would allow parking.*

**What are the design requirements?** *The infrastructure (i.e. paving, curb and gutter, lighting, etc.) will be permanent. The flex space would be built at sidewalk grade to mitigate tripping hazards and to be consistent with the sidewalk design. A rolled curb will be built at the road edge to channel stormwater, while still allowing vehicles the ability to park in the flex space during the cold months. The only temporary portion of the design is planters (or other barriers) that would be placed at the edge of parking (cold months) or at the edge of the rolled curb (warm months). Sidewalk joints or decorative paving materials can be used to designate parking spaces.*

**What are the advantages over a temporary “parklet” decking?** *It doesn’t require storage space for decking during the cold months, and it requires significantly less time/effort to prepare (and remove) the extended sidewalk configuration.*





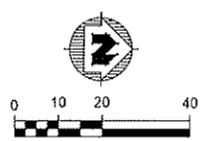
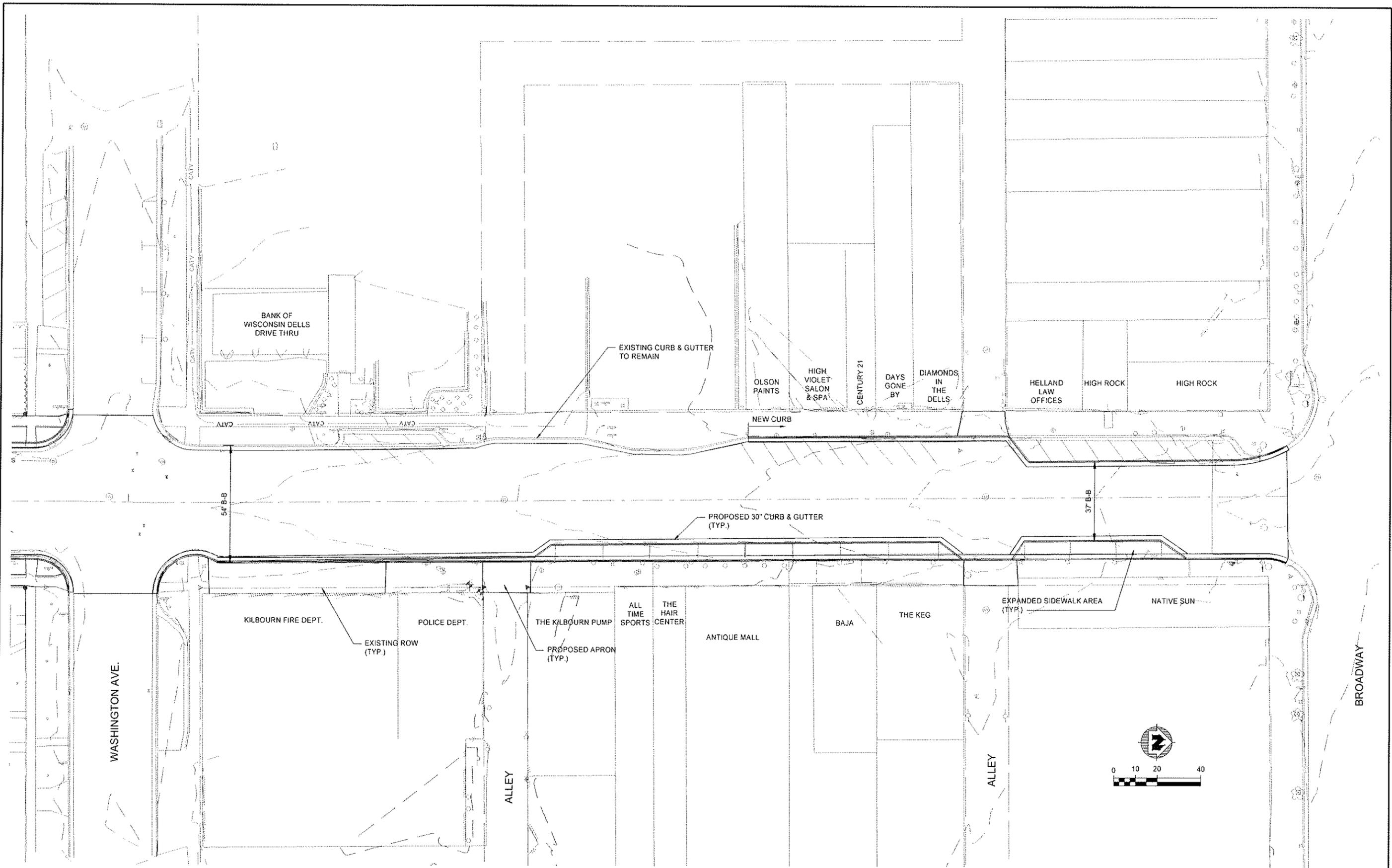
PROJECT NO.	SCALE	AS SHOWN	NO.	DATE	REVISION	BY
00085051						
PROJECT DATE	DRAWN BY	TAP				
F.B.	CHECKED BY	INIT				
PLOT DATE: 2/2/15, P:\33\15-00085051-CADD\Construct\Books Documents\Estheta\Oak street - Overall.dwg						

**MSA**  
 TRANSPORTATION • MUNICIPAL  
 DEVELOPMENT • ENVIRONMENTAL  
 1230 South Boulevard Baraboo, WI 53913  
 608-358-2771 1-800-352-4505 Fax: 608-358-2770  
 Web Address: www.msa-ps.com  
 © WIA Environmental Services, Inc.

PLAN VIEW - OAK STREET, OVERALL

OAK STREET  
 CITY OF WISCONSIN DELLS  
 COLUMBIA COUNTY, WISCONSIN

FILE NO.  
 00085051  
 1-051  
 1



PROJECT NO.	00085051	SCALE	AS SHOWN	NO.	DATE	REVISION	BY
PROJECT DATE		DRAWN BY	TAP				
F.B.		CHECKED BY	INIT				
PLOT DATE	7/2/15	P:\31-05-00085051\CADD\Civil\Mapplan Documents\Echidna\North Block.dwg					

**MSA**  
 PROFESSIONAL SERVICES

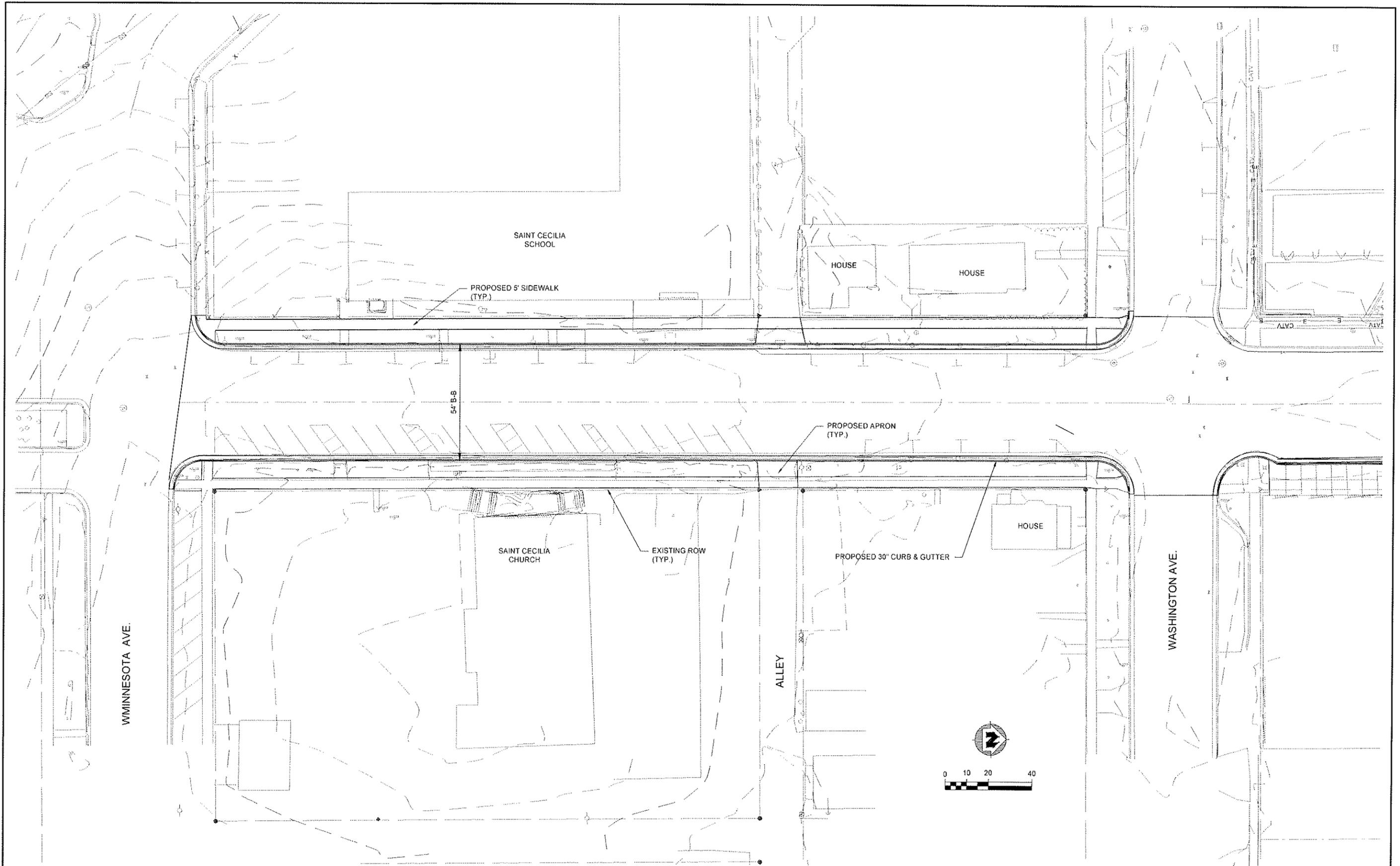
TRANSPORTATION • MUNICIPAL  
 DEVELOPMENT • ENVIRONMENTAL

1230 South Boulevard Baraboo, WI 53913  
 608-355-2771 1-800-362-4595 Fax: 608-355-2770  
 Web Address: www.msa-ps.com

PLAN VIEW - NORTH BLOCK OF OAK STREET

OAK STREET  
 CITY OF WISCONSIN DELLES  
 COLUMBIA COUNTY, WISCONSIN

FILE NO.  
 00085051  
 1



PROJECT NO.	SCALE	AS SHOWN	NO.	DATE	REVISION	BY
00085051	AS SHOWN					
PROJECT DATE	DRAWN BY	TAP				
P.B.	CHECKED BY	PHIT				

PLOT DATE: 2/2/15, P:\501-85-02335951\CADD\Construction Documents\Exhibits\South Block.dwg

**MSA**  
 PROFESSIONAL SERVICES

TRANSPORTATION • MUNICIPAL  
 DEVELOPMENT • ENVIRONMENTAL

1233 South Boulevard Saratow, WI 53913  
 608-356-2771 1-800-362-4505 Fax: 608-356-2773  
 Web Address: www.msa-ps.com

PLAN VIEW - SOUTH BLOCK OF OAK STREET

OAK STREET  
 CITY OF WISCONSIN DELLS  
 COLUMBIA COUNTY, WISCONSIN

PAGE NO.  
 00085051  
 SHEET  
 1

# CITY OF WISCONSIN DELLS

Department of Public Works  
608-253-2542  
Fax 608-254-8904

300 LaCrosse Street  
Wisconsin Dells, WI 53965

February 5, 2015

Classic Protective Coatings, Inc.  
Attn: Heather Witzel  
N7670 State Hwy 25  
Menomonie, WI 54751

**Re: City of Wisconsin Dells - 200,000 Gallon Lattice Leg Steel Reservoir Repainting & Reconditioning**

Dear Heather:

The City of Wisconsin Dells Waterworks Utility is accepting proposals for the repainting and reconditioning of the Platt's Tower. The Platt's Tower is an existing 200,000 gallon lattice leg riveted steel reservoir with an overall height of approximately 75 feet.

In general, the scope of work to be completed will include: full paint removal and replacement in the interior wet; power washing, spot steel preparation and over coating the exterior surfaces; installation of a new 24-inch diameter pressure manway, installation of a new flanged frost-resistant roof vent, modifications to the 6-inch overflow piping discharge end, and other miscellaneous welding, caulking, and repairs as recommended in the latest inspection report. The 6-inch overflow pipe shall be cut clean perpendicular to the tower leg, extended to within 16 inches above finish grade, include a new 6-inch 90 degree elbow, #4 stainless mesh screen and new 6-inch vertical flapper valve cover. Final assembly shall be a minimum of 12 inches above finish grade. The City Public Works Department will install a new catch basin and discharge piping after the overflow piping modifications are completed. Detailed specifications and the latest inspection report with supporting photos are included for reference on the work to be completed. The duration of work shall be 40 calendar days initiated when the tank is drained. Work shall be performed between April 15 and June 1, 2015 or between September 8 and October 18, 2015. **Proposals are due no later than Friday, February 20, 2015 at 2:00pm.**  
**Proposals shall be addressed to:**

City of Wisconsin Dells  
Attn: David Holzem, Director of Public Works  
300 La Crosse Street  
Wisconsin Dells, WI 53965  
RE: Platt's Tower Repainting

Sincerely,



David Holzem  
Director of Public Works

# CITY OF WISCONSIN DELLS

Department of Public Works  
608-253-2542  
Fax 608-254-8904

300 LaCrosse Street  
Wisconsin Dells, WI 53965

February 5, 2015

Lane Tank Co, Inc.  
Attn: Matt Fisher  
515 19<sup>th</sup> Street N, PO Box 500  
Menomonie, WI 54751

**Re: City of Wisconsin Dells - 200,000 Gallon Lattice Leg Steel Reservoir Repainting & Reconditioning**

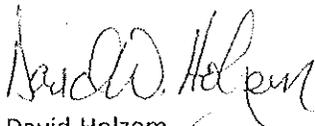
Dear Matt:

The City of Wisconsin Dells Waterworks Utility is accepting proposals for the repainting and reconditioning of the Platt's Tower. The Platt's Tower is an existing 200,000 gallon lattice leg riveted steel reservoir with an overall height of approximately 75 feet.

In general, the scope of work to be completed will include: full paint removal and replacement in the interior wet; power washing, spot steel preparation and over coating the exterior surfaces; installation of a new 24-inch diameter pressure manway, installation of a new flanged frost-resistant roof vent, modifications to the 6-inch overflow piping discharge end, and other miscellaneous welding, caulking, and repairs as recommended in the latest inspection report. The 6-inch overflow pipe shall be cut clean perpendicular to the tower leg, extended to within 16 inches above finish grade, include a new 6-inch 90 degree elbow, #4 stainless mesh screen and new 6-inch vertical flapper valve cover. Final assembly shall be a minimum of 12 inches above finish grade. The City Public Works Department will install a new catch basin and discharge piping after the overflow piping modifications are completed. Detailed specifications and the latest inspection report with supporting photos are included for reference on the work to be completed. The duration of work shall be 40 calendar days initiated when the tank is drained. Work shall be performed between April 15 and June 1, 2015 or between September 8 and October 18, 2015. **Proposals are due no later than Friday, February 20, 2015 at 2:00pm.**  
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Attn: David Holzem, Director of Public Works  
300 La Crosse Street  
Wisconsin Dells, WI 53965  
RE: Platt's Tower Repainting

Sincerely,



David Holzem  
Director of Public Works

# CITY OF WISCONSIN DELLS

Department of Public Works  
608-253-2542  
Fax 608-254-8904

300 LaCrosse Street  
Wisconsin Dells, WI 53965

February 5, 2015

TMI Coatings, Inc.  
Attn: Tracy Gliori  
3291 Terminal Drive  
St. Paul, MN 55121

**Re: City of Wisconsin Dells - 200,000 Gallon Lattice Leg Steel Reservoir Repainting & Reconditioning**

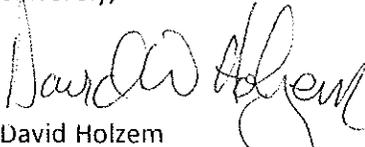
Dear Tracy:

The City of Wisconsin Dells Waterworks Utility is accepting proposals for the repainting and reconditioning of the Platt's Tower. The Platt's Tower is an existing 200,000 gallon lattice leg riveted steel reservoir with an overall height of approximately 75 feet.

In general, the scope of work to be completed will include: full paint removal and replacement in the interior wet; power washing, spot steel preparation and over coating the exterior surfaces; installation of a new 24-inch diameter pressure manway, installation of a new flanged frost-resistant roof vent, modifications to the 6-inch overflow piping discharge end, and other miscellaneous welding, caulking, and repairs as recommended in the latest inspection report. The 6-inch overflow pipe shall be cut clean perpendicular to the tower leg, extended to within 16 inches above finish grade, include a new 6-inch 90 degree elbow, #4 stainless mesh screen and new 6-inch vertical flapper valve cover. Final assembly shall be a minimum of 12 inches above finish grade. The City Public Works Department will install a new catch basin and discharge piping after the overflow piping modifications are completed. Detailed specifications and the latest inspection report with supporting photos are included for reference on the work to be completed. The duration of work shall be 40 calendar days initiated when the tank is drained. Work shall be performed between April 15 and June 1, 2015 or between September 8 and October 18, 2015. **Proposals are due no later than Friday, February 20, 2015 at 2:00pm.**  
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Attn: David Holzem, Director of Public Works  
300 La Crosse Street  
Wisconsin Dells, WI 53965  
RE: Platt's Tower Repainting

Sincerely,

  
David Holzem  
Director of Public Works

# CITY OF WISCONSIN DELLS

Department of Public Works  
608-253-2542  
Fax 608-254-8904

300 LaCrosse Street  
Wisconsin Dells, WI 53965

February 5, 2015

Earl, Inc. – St. Germain Sandblasting  
Attn: Patrick St. Germain  
7 Brebner Road  
Negaunee, MI 49866

**Re: City of Wisconsin Dells - 200,000 Gallon Lattice Leg Steel Reservoir Repainting & Reconditioning**

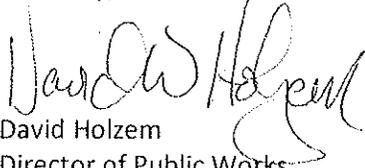
Dear Patrick:

The City of Wisconsin Dells Waterworks Utility is accepting proposals for the repainting and reconditioning of the Platt's Tower. The Platt's Tower is an existing 200,000 gallon lattice leg riveted steel reservoir with an overall height of approximately 75 feet.

In general, the scope of work to be completed will include: full paint removal and replacement in the interior wet; power washing, spot steel preparation and over coating the exterior surfaces; installation of a new 24-inch diameter pressure manway, installation of a new flanged frost-resistant roof vent, modifications to the 6-inch overflow piping discharge end, and other miscellaneous welding, caulking, and repairs as recommended in the latest inspection report. The 6-inch overflow pipe shall be cut clean perpendicular to the tower leg, extended to within 16 inches above finish grade, include a new 6-inch 90 degree elbow, #4 stainless mesh screen and new 6-inch vertical flapper valve cover. Final assembly shall be a minimum of 12 inches above finish grade. The City Public Works Department will install a new catch basin and discharge piping after the overflow piping modifications are completed. Detailed specifications and the latest inspection report with supporting photos are included for reference on the work to be completed. The duration of work shall be 40 calendar days initiated when the tank is drained. Work shall be performed between April 15 and June 1, 2015 or between September 8 and October 18, 2015. **Proposals are due no later than Friday, February 20, 2015 at 2:00pm.**  
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Attn: David Holzem, Director of Public Works  
300 La Crosse Street  
Wisconsin Dells, WI 53965  
RE: Platt's Tower Repainting

Sincerely,

  
David Holzem  
Director of Public Works

**SPECIFICATIONS FOR MAINTENANCE PAINTING AND MINOR REPAIR  
OF THE 200,000 GALLON ELEVATED WATER STORAGE TANK  
PLATTS TOWER  
CITY OF WISCONSIN DELLS, WISCONSIN**

**INTERIOR:**

Contractor shall provide pressure relief valves and assist in draining the tank. Contractor shall clean the tank of all mud, sediment and debris. The complete interior of the tank shall be sandblasted to a SSPC-SP10 grade near-white blast. The Contractor shall use a low dust abrasive such as coal slag or nickel slag. A 2 to 3 mil anchor pattern shall be obtained before any paint is applied. The inlet/outlet piping shall be temporarily sealed to prevent any abrasive, paint chips or other foreign material from entering the piping system.

Upon completion of sandblasting, the tank shall be thoroughly cleaned by the use of compressed air and vacuuming. A 2-coat plus a stripe coat epoxy paint system shall be applied. The first, or prime, coat shall be Tnemec Series N140 Pota Pox epoxy, or equal, applied 3 to 5 dry mils thick. The color shall be 1255 Beige. The Contractor shall brush all welds, lapped steel and sharp edges. A second, or finish, coat of Tnemec Series 141 Epoxoline, or equal, shall be applied 5 to 10 dry mils thick. The color shall be 15BL Tank White. The Contractor shall brush all welds, lapped steel and sharp edges. Contractor shall obtain Wisconsin DNR approval for the wet interior coating and file with the Utility before any paint is applied.

**EXTERIOR:**

The complete tank exterior shall be power washed to remove dust, dirt, mold and mildew. The tank shall be spot-prepared to a SSPC-SP2 grade spot-preparation. The spot-prepared areas on the roof, sides of the tank, bowl and riser pipe shall receive a spot-coat of Ameron Amerlock rust-penetrating epoxy sealer, 1 to 1-1/2 dry mils thick. The spot-prepared areas on the legs and struts along with the spot-sealed areas shall receive a spot-prime coat of Diamond Vogel Iron Prime 600 primer, 2 to 4 dry mils thick. The entire tank shall receive a full intermediate coat of Diamond Vogel alkyd aluminum, LB2405, 1 to 1-1/2 dry mils thick. The entire tank shall receive a full finish coat of Diamond Vogel alkyd aluminum, LB2405, 1 to 1-1/2 dry mils thick. The current lettering shall be repainted in the same size, shape and location as presently existing.

**ADDITIONAL WORK:**

Contractor shall remove the existing approximately 14" x 18" pressure manway at the base of the riser pipe. Contractor shall seal this location by welding, inside and outside, 1/4" steel plate curved to match the existing riser pipe. Contractor shall install by welding a new 24" round pressure manway approximately 3 ft. above the base of the riser pipe.

Contractor shall remove the existing abandoned floor drain at the base of the riser pipe. The holes in the floor and riser pipe will be patched by welding with 1/4" steel plate.

**SPECIFICATIONS**  
**200,000 Gallon Platts Tower**  
**Wisconsin Dells, Wisconsin**

**ADDITIONAL WORK (continued):**

Contractor shall remove the existing roof vent. Contractor shall supply and install by welding a new 12" diameter steel collar in the same location as the existing vent. The collar shall be welded on level to properly accommodate a new vent. Contractor shall supply and install a new aluminum frost-resistant vent by bolting to the new steel collar.

Contractor shall inspect the caulked exterior roof seams and re-caulk any areas where the caulk had loosened or is missing.

Contractor shall caulk with a high quality NSF approved caulk, such as SikaFlex 1-A, the gaps in the interior roof-to-side wall joint.

**DISINFECTION:**

After interior paint has fully cured, but not before seven days have elapsed after the final coat has been applied, the Contractor shall disinfect the tank in accordance with AWWA Standard C652-02. The Owner shall be responsible for taking two consecutive water samples taken 24 hours apart. If these bacteriological samples come back positive, the Contractor shall be responsible for re-disinfection of the tank until safe samples are obtained.

**INSPECTION/QUALITY:**

All paint shall be applied in uniform coats, free from runs and sags and in strict conformance with AWWA standards and manufacturer's recommendations pertaining to heat, humidity, mil thickness, re-coat time, thinning, etc.

The Contractor shall use compressors with after coolers/air dryers to bring the compressed air used for sandblasting to within 5 degrees of ambient air temperature and remove excessive moisture from the blast stream.

The Utility and/or its representatives may inspect at any time job progress, surface preparation, paint application, mil thickness, anchor pattern, substrate cleanliness, materials, etc. If any deficiency is found, the Contractor shall remedy at their own expense. Any re-work shall not affect completion time.

Contractor shall have been in business for more than five years and have completed ten or more projects of similar size and importance to the customer's satisfaction.

The Utility shall be responsible for hauling spent abrasive and garbage accumulated from the project. The Contractor shall leave the site in pre-project condition.

**SPECIFICATIONS**  
**200,000 Gallon Platts Tower**  
**Wisconsin Dells, Wisconsin**

**TIME OF COMPLETION:**

The elevated water storage tank shall be painted in the 2015 painting season. Once the tank is drained, the Contractor shall work diligently seven days a week to minimize tank downtime. The tank shall not be out of service for more than 40 calendar days including cure and disinfection time. For every day after the initial 40 days the work is not complete, the Contractor shall pay the Utility \$500 per day in the form of liquidated damages until the work is complete. The Utility may waive or grant an extension of time at its discretion due to weather or other uncontrollable circumstances.

**INSURANCE:**

Before any work is started, the Contractor shall submit and file with the Utility a certificate of insurance showing the following coverage:

Comprehensive General Liability Insurance:

\$2,000,000 Bodily Injury-General Liability & Automobile  
\$2,000,000 Property Damage-Other than Automobile  
\$1,000,000 per accident-Property Damage & Automobile

Products:

\$1,000,000 Completed Operations Aggregate Limit

Excess Liability:

\$5,000,000 Umbrella Coverage

Worker's Compensation: Statutory

This policy shall cover all owned, hired or rented motor vehicles used in work performed by Contractor under this agreement.

**WARRANTY:**

The Contractor shall warrant all application and workmanship for a period of one year from completion. If any failures occur, the Contractor shall remedy at their own expense.



# LANE TANK CO., INC.

WATER TOWER PAINTING & REPAIR - INSPECTIONS

P.O. BOX 500 • MENOMONIE, WISCONSIN 54751

OFFICE: 715-235-3110 • FAX: 715-235-5385

MATT FISHER - OWNER • NACE INSPECTOR NO. 366606 • CELL 715-308-9665

## INSPECTION REPORT ELEVATED WATER STORAGE TANK - MULTIPLE LEG TANK

Tank Information		
Tank Owner (Municipality) Name CITY OF WISCONSIN DELLS		Facility Identifier FID# 1101134
Tank Location: Address PLATTS TOWER	City/State WISCONSIN DELLS, WI	Zip Code 53965
Tank Owner (Municipality) Contact and Title Scott Holzem		Tank Owner (Municipality) Phone Number 608-432-1364
Constructed By (Company Name) CHICAGO BRIDGE & IRON		Construction Date 1930
Tank Capacity 200,000 GALLON	Tank Height Approx. 75 ft. to BCL	Type of Tank LATTICE LEG, RIVETED
Inspection Information		
Inspection Date 11/3/2014		Type of Inspection Complete drain
Inspector's Name Matthew Fisher		Inspector's Signature <i>Matthew Fisher</i>
Municipal Official Signature <i>[Signature]</i>		Municipal Title Director of PWS Date 12/16/2014

Part I. Structural Information			
Foundation Condition			
<input type="checkbox"/> Signs of Settlement	<input type="checkbox"/> Anchor Bolts Deteriorating	<input type="checkbox"/> Grout Deteriorating	
<input type="checkbox"/> Shrubs, Trees or Branches Encroaching	<input type="checkbox"/> Concrete Spalled, Cracked, Deteriorating		
Comments:			
Splash Pad/Rip Rap/Storm Sewer <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Overflow Pipe Size 6 inch	Overflow Pipe Screened <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Screen Size #18
<input checked="" type="checkbox"/> Valve Vault <input type="checkbox"/> Vault Pit <input type="checkbox"/> N/A	Pit General Condition <input checked="" type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor	Pit Dry <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Cover Over Pit <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Heated Building <input type="checkbox"/> Yes <input type="checkbox"/> No	Condition of Pipes in the Pit <input checked="" type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor	Accommodations for Sample Tap <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Sample Tap <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Comments:		
Riser Piping			
Type: 4 ft diameter wet riser	Comments: (Any failures or problems explained here) Possible pin hole leak approx. 24 ft. up		
Riser Pipe Condition <input checked="" type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor	Comments: (Any failures or problems explained here)		
Footers <input checked="" type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor	Cracking <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Settling <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Deterioration <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Spalling <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Concerns: Couple of small/minor cracks that have not progressed since the last inspection.			

Mold or Mildew - ( <i>mold or mildew growth does not affect coating performance, it is only an aesthetic concern</i> )	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, describe:
Miscellaneous	
Other problems discovered during exterior inspection?	Comments ( <i>Any failures or problems explained here</i> )
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

**Part II. Interior**

Interior Access Hatch and Manways			
Raised 4" or more <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Cover Secure <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pressure Hatches <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Cover Overlap Frame <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Comments ( <i>Any failures or problems explained here</i> )			

Wet Interior Information		
Circulation Pump <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Pump Type:	Pump in Working Order <input type="checkbox"/> Yes <input type="checkbox"/> No
Cathodic Protection <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Cathodic Type	Date Last Evaluated
Condition at Time <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor	Ladders <input type="checkbox"/> Yes <input type="checkbox"/> No	Ladder Condition <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor
Amount of Sediment Approx. 5 gallons	Capacity area Percentage Filled Approx. 5%	Removed as Part of Inspection <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Foreign Material Found in Tank <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Comments ( <i>Any failures or problems explained here</i> )	

Miscellaneous	
Other problems discovered during wet interior inspection?	Comments ( <i>Any failures or problems explained here</i> )
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Wet Interior Coating Information	
Type of coating: (if known) Epoxy	Date of last coating: (if known) 1987
Riser Pipe Condition <input type="checkbox"/> Good <input checked="" type="checkbox"/> Fair <input type="checkbox"/> Poor	Failures ( <i>including size and percentage</i> ) Dozens of small blisters
Bowl <input checked="" type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor	Failures ( <i>including size and percentage</i> )
Sides of Tank Below Water Line <input type="checkbox"/> Good <input checked="" type="checkbox"/> Fair <input type="checkbox"/> Poor	Failures ( <i>including size and percentage</i> ) Dozens of small blister and 1 larger area
Sides of Tank Above Water Line <input checked="" type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor	Failures ( <i>including size and percentage</i> )
Roof or Dome <input checked="" type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor	Failures ( <i>including size and percentage</i> ) Some blistering on the beamwork and lapped steel

**Recommendations**

The overflow pipe at the base of the SE leg is connected to another 6-inch pipe that is buried underground for approximately 40 feet and terminates downhill at ground level, screened with #18 mesh screen. Current codes require that overflow pipes discharge a minimum 12 inches above ground. Codes also require that, if an overflow discharges into a pipe that is buried for a long distance, there must be a gap, or air break, at the base of the tower leg. As discussed at the inspection, the Utility should consider installing a catch basin at the base of the overflow leg. The pipe leaving the catch basin could be routed downhill and under the driveway to help prevent flooding the baseball field below the tower. The overflow pipe would be screened and angled to spill into the catch basin.

## RECOMMENDATIONS (continued):

The existing roof vent is adequately screened, however the next time the tank is down for maintenance the Utility should consider updating to a new, maintenance-free, frost-resistant vent. These new DNR compliant vents are equipped with multiple screen pallets where in the case of one screen freezing up, the other one can open to allow the tank to still vent which can minimize the chance of damage to the tower in the event of fast drawdown in cold temperatures.

The wet interior epoxy coating is going on 27 years old. As noted in the report 5 years ago, there is some peeling/blistering on the roof support beams. The spider rod system is also showing a lot of corrosion with some minor pitting. There are also many small quarter-sized blisters beginning to show below the waterline and one large area of blistering, also with some minor pitting. The 5-ft. wet riser was found to have a lot of small blisters with some pitting noted. The epoxy coating prior to the last re-painting was neglected and a lot of pitting occurred. Many of the current failures are beginning to occur in those existing pits. The Utility should be planning to completely sandblast and install a new epoxy paint system in the next 1 to 2 years.

While the tank is down for maintenance painting, a new 24-inch wet interior pressure manway should be installed approximately 3 feet up from the base of the wet riser. The existing, approximately 15" x 18" pressure manway would be removed and permanently sealed by welding steel plate in its place to match the existing wet riser sides. This modification should be done to allow for safer access to the base of the wet riser during maintenance operations.

Also noted in the last inspection report was a possible small leak on a seam of the wet riser approximately 24 ft. off the ground. Currently it did not appear to be leaking but it should be more closely inspected during the wet interior blasting process for possible pit repair.

Currently there is a 4-inch diameter pipe penetration just under the eaves of the tank, most likely once used as an overflow penetration. The pipe is screened, but it should be removed and sealed by welding during the wet interior re-painting.

Also at the time of painting, the few small gaps between the roof and side walls should be sealed by caulking with a high-quality NSF approved caulk.

The tank exterior was overcoated in 1997 with an alkyd aluminum paint system. There is currently many areas of blistering/corrosion showing on the legs, rivets and lapped steel. There is also some blistering and peeling occurring on the sides of the tank and roof. There is some graffiti on the SE side wall of the tank. The Utility should consider spot-repairing and over-coating the exterior at the same time as the wet interior re-painting before the existing coating breaks down to a point where it will not support another overcoat and would require more costly repairs.

INSPECTION REPORT PICTURES  
200,000 GALLON LEGGED WATER STORAGE TANK  
PLATTS TOWER  
WISCONSIN DELLS, WISCONSIN  
November 3, 2014

Picture #1 – Overall view of the tower

Picture #2 – Typical condition of the footers

Picture #3 – Typical condition of the anchor bolts

Picture #4 – 6-inch overflow pipe

Picture #5 – Discharge end of the 6-inch overflow pipe

Picture #6 – Base section of the 5-ft wet riser and small pressure manway

Picture #7 – Condition of the riser pipe foundation and abandoned drain valve

Picture #8 – General condition of the riser pipe exterior

Picture #9 – Location of possible pinhole leak

Picture #10 & 11 – Condition of the bowl area

Picture #12 & 13 – Condition of the access ladder leg

Picture #14 & 15 – Typical condition of the catwalk, or balcony

Picture #16 – Typical condition of the sides of the tank

Picture #17 – 4-inch vent pipe under the eaves

Picture #18 & 19 – Graffiti on the sides of the tank

Picture #20 & 21 – Condition of the roof access ladders

Picture #22 – Roof interior access hatch

Picture #23 – General condition of the roof

Picture #24 & 25 – Roof vent, vent screening, antenna mount

Picture #26 & 27 – Condition of the interior ceiling and spider rod system

Picture #28 – Condition of the interior side walls

Picture #29 – Large area of rust bleed-through and blistering on the interior  
side wall

Picture #30 – Condition of the coating on the top half of the wet riser

Picture #31 – Condition of the bowl area

Picture #32 & 33 – Condition of the wet riser with dozens of small blisters/pits

Picture #34 & 35 – Floor of the wet riser

Picture #36 & 37 – Condition of the valve vault and piping

Picture #38 – Large paint chips removed during the cleanout

Picture #39 – Control panel and sample tap at the base of the wet riser

## Wisconsin Dells Bike Path Schedule

UPDATED 01/15/14

	Duration (weeks)	Start Date	Finish Date
Chapter 30 Permit DNR/ACOE Review & Approval			5/31/2013
City Utility Construction Complete			5/30/2013
<b>Project Design Delivery</b>			
Environmental Report reviewed and approved	19.0	4/17/2014	8/25/2014
TRANS 75 exception reviewed and approved			3/28/2014
Design Exception reviewed and approved			3/24/2014
Design Study Report prepared	3.0	9/18/2014	10/9/2014
Design Study Report reviewed	2.0	10/9/2014	10/23/2014
Design Study Report reviewed, revised & approved	13.0	10/24/2014	1/23/2015
Proprietary Item Approval	6.0	1/5/2014	2/16/2014
Easement Agreements	4.0	1/23/2015	2/20/2015
River Road Bridge Plans - BOS Review	8.0	10/15/2014	12/10/2014
Illinois Ave Walls - Plans & WisDOT Coordination	9.5	10/3/2014	12/8/2014
Illinois Ave Structures - Revised Foundation Plans	1.5	12/8/2014	12/19/2014
Illinois Ave Structures - BOS Additional Review	4.0	12/19/2014	1/16/2015
Final design and PS&E and forms prepared	4.5	1/16/2015	2/16/2015
PS&E and forms reviewed and BOS Review	4.5	2/16/2015	3/20/2015
Federal construction funding authorization	3.5	3/20/2015	4/13/2015
<b>Contract Letting</b>			
Request to Advertise approved	1.0	4/13/2015	4/20/2015
Lead time to place ads	0.5	4/20/2015	4/24/2015
Ad period and bids opened	3.0	4/24/2015	5/15/2015
Bids reviewed	1.0	5/15/2015	5/22/2015
DBE paperwork submitted by apparent low bidder	0.2	5/22/2015	5/23/2015
DBE paperwork reviewed and approved (Good Faith)	2.0	5/23/2015	6/6/2015
Request to Award reviewed and approved	2.0	6/6/2015	6/20/2015
Notice to proceed issued	0.2	6/20/2015	6/21/2015
River Road Construction 2015	6.0	9/9/2015	10/18/2015
Overall Construction 2015	16.0	6/21/2015	10/8/2015

**Federal/State/Project Sponsor  
High Priority Projects (HPP) Program  
LOCAL LET  
Project Agreement  
REVISED**

**3<sup>rd</sup> Revised Date: February 3, 2015**

2<sup>nd</sup> Revised Date: April 13, 2011

1<sup>st</sup> Revised Date: September 23, 2008

Original Date: August 18, 2006

Project ID: 6219-01-00/71      County: Columbia      Municipality: City of Wisconsin Dells

Project Name: City of Wisconsin Dells RiverWalk

Limits (if applicable): River Road to Illinois Avenue River Level Overlook

The signatory, City of Wisconsin Dells, through its undersigned duly authorized officers or officials, and the Wisconsin Department of Transportation (WisDOT) enter into this Agreement to accomplish the described project.

Section 86.25 of the Wisconsin State Statutes provides the authority for the Project Sponsor and WisDOT to enter into this Agreement.

The project must be constructed by July 1, 2021, and the Project Sponsor must submit a project completion certificate to WisDOT on or before the same date.

The payment period for each project phase (e.g., design, real estate, construction) shall begin with written authorization by WisDOT to the Project Sponsor.

**Needs and Estimate Summary:**

Description of the project: The RiverWalk project is a central part of the City of Wisconsin Dells' long term goal to enhance public access to the Wisconsin River. This project will allow an integrated pedestrian and bicyclist network to connect the Broadway commercial "River District" with the nature-based recreational facilities in the area. There are three distinct segments of the project. Segment 1 includes construction of a shared use path and lighting on River Road and improvements to the River Road bridge; Segment 2 includes reconstruction of approximately 700 feet of Illinois Avenue, including construction of new shared use path and lighting; Segment 3 provides for retaining walls and a new structure over Crandall Bay on Illinois Avenue and a river level overlook for bicycle and pedestrian use only. Note that the original project application was for five Segments, from River Road to Chula Vista; however, as a result of public involvement and agency coordination completed as a part of the environmental review process the City of Wisconsin Dells selected a No Build Alternative for Segments 4 and 5.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Project Sponsor. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements.

Segment 2 Illinois Ave Improvements that will be non-participating are; 12' of the width of the Illinois Avenue roadway, including HMA pavement, 4-inch, lighting under bridge, pier access relocation including cistern demolition and a concrete pad.

**Summary of Project Funding:**

ESTIMATED COST					
PHASE	Total Est. Cost	Federal Funds	%	Sponsor Funds	%
6219-01-00: Design	\$380,769	*\$304,615	80	\$76,154	20
6219-01-71: Construction					
Participating Construction:	\$1,981,469	*\$1,585,175	80	\$396,294	20
Non-Participating Construction:	\$44,000	\$0	0	\$44,000	100
<b>Total Cost Distribution</b>	<b>\$2,406,238</b>	<b>*\$1,889,790</b>	<b>80</b>	<b>\$516,448</b>	<b>20</b>

\*This project has a HPP Federal funding maximum of \$1,889,790. This maximum is cumulative for all federally funded project phases.

**\* Summary of HPP Earmark Appropriation:**

Federal Fiscal Year (FFY)	Federal amount	Local Share	Actual Federal Amount Available (1)	Modified Local Share (2)	Cumulative Federal Funds Available
2005	\$420,000	\$105,000	\$359,298	\$89,825	\$359,298
2006	\$420,000	\$105,000	\$361,946	\$90,487	\$721,244
2007	\$420,000	\$105,000	\$386,915	\$96,728	\$1,108,159
2008	\$420,000	\$105,000	\$388,294	\$97,073	\$1,496,453
2009	\$420,000	\$105,000	\$393,337	\$98,335	\$1,889,790
<b>Total</b>	<b>\$2,100,000</b>	<b>\$525,000</b>	<b>\$1,889,790</b>	<b>\$ 472,448</b>	<b>\$1,889,790</b>

- 1) The amount available will be determined annually when the Federal Highway Administration (FHWA) issues the Notice of Funding for WisDOT for each Federal Fiscal Year (FFY). The amount includes or will include federal obligation limits and any applicable rescissions. WisDOT will provide notice of the amount to be inserted.
- 2) The required local match must equal 20% of the total. Project Sponsors may choose to increase

local match or down-scope the project to compensate for decreased federal funds. WisDOT will provide notice or confirmation of the amount to be inserted after the Project Sponsor decides.

The federal High Priority Projects (HPP) program under 23 USC 117 provides authorization for funding over a five-year period, 20% each year, subject to the annual obligation limitation set by Congress in each year's appropriations bill. In FFY 2005, the obligation limitation ratio was 85.5%. Therefore, the project received an allocation of \$359,298 in FFY 2005 (85.547% of 20% of \$2,100,000).

In FFY 2006, the obligation limitation ratio was 87.048%, plus there was a 1% across-the-board federal rescission. Therefore, the project received \$361,946 in FFY 2006 (87.048% of 20% of \$2,100,000 minus a further 1% rescission required by law).

In FFY 2007, the obligation limitation ratio was 90.549%, plus there was a Revenue-Aligned Budget Authority (RABA) adjustment of \$7,298. Therefore, the project received an allocation of \$386,915 in FFY 2007 (((20% of \$2,100,000) + 7,298) for the RABA x 90.549%).

In FFY 2008, the obligation limitation ratio was 92.451%. Therefore, the project received an allocation of \$388,294 in FFY 2008 (92.451% of 20% of \$2,100,000).

In FFY 2009, the obligation limitation ratio was 93.65175%. Therefore, the project received an allocation of \$393,337 in FFY 2008 (93.65175% of 20% of \$2,100,000).

FHWA requires that the project follow the eligibility rules that apply to the Transportation Enhancements (TE) or Congestion Mitigation Air Quality (CMAQ) programs. Project funding is a local responsibility and the state is statutorily unable to advance construct the project with state funds. Therefore, the Project Sponsor has the option to wait until all federal funding for the project is received – after the FFY 2009 appropriations bill has been enacted – or the Project Sponsor may front all of the project funds in excess of the federal funds currently available for reimbursement thus far. The Project Sponsor must ensure that the non-federal match requirement is met. The project covered by this Agreement must be a Local Let Contract. The applicable federal regulations must be complied with prior to reimbursement of funds.

As a Local Let Contract, the Project Sponsor shall only request reimbursement up to the cumulative amount of federal funds then currently available.

This request is also subject to the terms and conditions that follow (see pages 5-8) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon acceptance by WisDOT shall constitute agreement between the Project Sponsor, WisDOT and the Federal Government.

This project is subject to a DBE goal assessment of Discretionary.

The Catalogue of Federal Domestic Assistance (CFDA) number for this project is 20.205 – Highway Planning and Construction.

Signed for and in behalf of the Project Sponsor(s):

_____	_____	_____
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Name

Title

Date

_____	_____	_____
-------	-------	-------

Name

Title

Date

_____	_____	_____
-------	-------	-------

Name

Title

Date

Accepted for and in behalf of WisDOT and returned to the Project Sponsor(s):

_____	_____	_____
-------	-------	-------

Name

Region Director or designee,  
Division of Transportation  
System Development

Date

**Terms and Conditions:**

1. The initiation and accomplishment of the improvement will be subject to the applicable State and Federal laws, rules, and regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Transportation Project Implementation*.
2. The construction of this project will be in accordance with the appropriate standards unless the Federal Government or WisDOT grants an exception to standards prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Project Sponsor unless such exception is granted.
3. The Project Sponsor will assume all responsibility for complying with germane environmental requirements for the project.
4. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder. All contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.
5. The Project Sponsor shall administer the work eligible for Federal participation.
6. The Project Sponsor will assume all responsibility for complying with the applicable Disadvantaged Business Enterprise (DBE) goal assigned to this project. The DBE goal is waived if the Project Sponsor constructs the project with its own permanent staff and if the project is not subcontracted out.
7. The maximum participation of Federal financing will be limited to a 80% of the actual eligible project cost or the level of Cumulative Federal Funds Available, shown in the table on the first page of this Agreement, as updated by WisDOT, whichever is less.
8. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all local and WisDOT submittals and approvals contained in these instructions and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and WisDOT and will furnish copies thereof when requested.
9. Federal Single Audits of the Project Sponsor:
  - a) The Project Sponsor shall have a single organization audit performed by a qualified independent auditor if required to do so under Federal law and regulations. (See federal Office of Management and Budget (OMB) Circular No. A-133.)
  - b) This audit shall be performed in accordance with federal OMB Circular No. A-133 and State single audit guidelines issued by WisDOT.

- c) The Project Sponsor will keep records of costs of construction, inspection tests and maintenance done by it to enable the federal government and the state to review the amount and nature of the expenditure for those purposes. Such accounting records and any other related records shall be retained for three years from the date of final payment. If any litigation, claim, or audits are started before the expiration of the three-year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved.
- 10. State Disbursements:
  - a) Payment by WisDOT to the Project Sponsor shall be made on a quarterly basis upon presentation of vouchers for expenditures incurred during prior quarterly periods of the project duration subject to the allowable maximum payment, as referenced above in Section 7.
  - b) A final adjustment of state payments will be made upon completion of WisDOT's audit of the project. If WisDOT's audit establishes that WisDOT paid more than its share of the eligible project costs, the Project sponsor shall refund to WisDOT upon demand a sum equal to the overpayment. If the refund is not timely received, WisDOT may choose to set off the amount of refund due against any other moneys otherwise due and payable by WisDOT to the Project Sponsor
- 11. The Project Sponsor will maintain, at its own costs and expense, all portions of the project that lie within its jurisdiction.
- 12. In connection with the performance of work under this Project Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as define in S. 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.
- 13. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the Department for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project

Sponsor's surety or insurer or both may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to WisDOT; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and their officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

- a) The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under section 779.14 Wis. Stats. (2003-04).
- b) Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.
14. No term or provision of this Project Agreement including any of its attachments may be changed, waived or terminated orally but only by an instrument in writing signed by both parties to the Project Agreement, with the exception that WisDOT will provide notice to the Project Sponsor of the amount(s) to be inserted in the table on the first page of this Agreement from time to time.
15. The subject project must be completed by July 1, 2021, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. WisDOT will not approve any additional requests from the project sponsor to extend the project completion deadline.
16. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
  - b) Have not, within a three year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in

connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above;
- d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default; and
- e) That all grantees or contractors, also known as lower tier participant as that term is used in 49 CFR Part 29, have certified in writing that neither they or their principals are presently debarred, suspended, proposed for debarment have been declared ineligible, or have voluntarily been excluded from participation in this or any other Federal, state or local transaction by any Federal, State or local department, agency or official.

Revised by WisDOT: January 2015