

GENERAL CONDITIONS

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

1. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties, and designates the specific items that are Contract Documents. Agreement includes bid form; General Conditions; dredge material disposal; Olson farm lease; Halquist Stone Company, Inc. Access Agreement; drawings; performance and payment bonds.
2. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Owner, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
3. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
4. *Contractor*—Respondent to this bid request and responsible for executing the work.
5. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
6. *Halquist*—Halquist Stone Company, Inc., owner of property between North Lake and the dewatering site.
7. *Ice House Bay*—Bay in the Northeast corner of North Lake, Waukesha County, WI that is going to be dredged. See, Attachment 1E.
8. *NLMD*—North Lake Management District, a lake management district that is seeking bids for this dredging project.
9. *NLYC*—North Lake Yacht Club, Inc., N77 W31857 Northwoods Drive, Hartland, WI. This location will be used for launching dredge and as a base of operations.
10. *Olson*—Bradley Olson and Nancy Olson, owners of the dewatering site property and Farm Lease.
11. *Owner*—Although the dredge site is the bottom of North Lake which is in the Public Trust, for purposes of these Contract and Bid documents, the term Owner refers to North Lake Management District.
12. *Resident Project Representative*—The authorized representative of Owner.
13. *Responsible bidder* – means a person who, in the judgement of the NLMD, is financially responsible and has the capacity and competence to faithfully, timely and responsibly comply with the terms of the Agreement/Contract.
14. *Schneider Bay*—Bay in the Northwest corner of North Lake, Waukesha County, WI that may be dredged. See, Attachment 1E.
15. *SEWRPC*—Southeast Wisconsin Regional Planning Commission.
16. *Subcontractors*—A business or person that carries out work for *CONTRACTOR* as part of this bid.

17. *Vendor*—A person or company that supplies products, equipment, or materials.
18. *WPDES*—Wisconsin Pollutant Discharge Elimination System, a Wisconsin DNR permit that set requirements for water discharges.

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.
- B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the certificates of insurance.

2.02 Owner's Rights. Owner reserves the right to reject all bids and the right to change bid unit quantities to adjust the contract amount to suit available funding for this project.

ARTICLE 3—CONTRACT DOCUMENTS: REPORTING DISCREPANCIES

3.01 *Reporting Discrepancies*

- A. *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 Owner 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 Owner.
- B. *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 Owner in writing. Contractor shall not proceed with the Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Owner.

ARTICLE 4—SITE

4.01 *Availability of Lands*

- A. Owner shall furnish the Site, including North Lake Yacht Club staging area; the Olsons' farm disposal site; and Halquist property for pipeline route. 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.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of agreement of 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 other than at the Yacht Club, the Olsons' property, and Halquist's right-of-way.

ARTICLE 5—BONDS AND INSURANCE

5.01 *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.
- B. All bonds must be in the form specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or 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.
- C. 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.
- D. 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 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.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights.
- F. 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.
- G. 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.

5.02 *Insurance—General Provisions*

- A. Contractor shall obtain and maintain insurance as required in the bid package.
- B. All insurance required by the Contract to be purchased and maintained by 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. 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.

- D. Contractor shall deliver to Owner certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract.

5.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation and Commercial General Liability.
- B. *General Provisions:* The policies of insurance required by this Paragraph 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, and until the Olsons and Halquist acknowledge completion of the Work and release all claims in writing to the Owners; 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 North Lake Management District, Commissioners, members, volunteers, and committee members; Bradley and Nancy Olson; Halquist Stone Company, Inc.; and the North Lake Yacht Club;
 - 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);
 - 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.

ARTICLE 6—CONTRACTOR'S RESPONSIBILITIES

6.01 *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 professional and/or 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 Owner has no responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design and service professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

6.02 *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 except under extraordinary circumstances.

6.03 *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(s).
- B. Contractor shall be fully responsible to Owner for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other 7 am to 8 pm 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(s) will be performed during regular working hours, Monday through Friday, 7 am to 8 pm unless otherwise mutually agreed to by the Parties. 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.

6.04 *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, 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.

6.05 *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 and shall be identified in Contractor's bid. 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. Contractor must perform at least 70% of the Contract.
- B. 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.
- C. 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.
- D. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

6.06 *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.

6.07 *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.

6.08 *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.
- 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 the Commissioners, directors, members, partners, employees, agents, consultants; Bradley and Nancy Olson; Halquist Stone Company, Inc.; the North Lake Yacht Club; and officers 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 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 this Contract.

- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid 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.

6.09 *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 Owner for reference. Upon completion of the Work, Contractor shall deliver these record documents to Owner.

6.10 *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 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 the acts or omissions of Owner).

- 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's duties and responsibilities for safety and protection will continue until all the Work is completed.
- G. 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.

6.11 *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.

6.12 *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 the Commissioners, officers, directors, members, partners, employees, agents, and consultants from losses, damages, costs, and judgments (including but not limited to all fees and charges of 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 any of their Commissioners, officers, directors, members, partners, employees, agents, consultants; Bradley and Nancy Olson; Halquist Stone Company, Inc.; the North Lake Yacht Club; and officers and subcontractors of each and any of them, (or the survivor or personal representative and 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 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 or the limits of Contractor's general liability insurance and/or Contractor's Pollution Liability policy coverage.

ARTICLE 7—OWNER'S RESPONSIBILITIES

7.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications directly to Contractor.

7.02 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in this Contract.
- B. See attached access agreements with Halquist Stone Company, Inc. (Exhibit A), Farm Lease and Dredge Material Storage Agreement with Bradley and Nancy Olson (Exhibit B), and Access Agreement with the North Lake Yacht Club (Exhibit C). Owner shall make 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 conditions at the Site to the extent available and such information is available.

7.03 *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.

7.04 *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.

ARTICLE 8—CHANGES TO THE CONTRACT

8.01 *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.

8.02 *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, (b) required because of Owner's acceptance of defective Work or Owner's correction of defective Work, or (c) agreed to by the parties.

8.03 *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.

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 20 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.

8.04 *Field Orders*

- A. Owner's representative 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 completed Project. 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.

8.05 *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.
- 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 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.

8.06 *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 or in the case of uncovering Work.

8.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order.
- B. An adjustment in the Contract Price will be determined as follows:
 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; or

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum.

8.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by mutual agreement of the Parties.

8.09 *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 9—UNIT PRICE WORK

9.01 *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. Owner will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Owner's written decision thereon will be final and binding upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order.

ARTICLE 10—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

10.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established in the bid form will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Owner. Progress payments for Unit Price Work will be based on an estimate of the number of units completed during the pay period, and mutually agreed upon by Contractor and Owner.
- B. *Applications for Payments*
 1. At least 14 days before the date established in the Agreement for each progress payment (but not more often than once every two months), Contractor shall submit to Owner 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. 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.
3. The amount of retainage with respect to progress payments will be ten percent (10%).

10.02 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner in writing that the entire Work is substantially complete and request that Owner issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner and Contractor shall make an inspection of the Work to determine the status of completion.

10.03 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Owner will promptly make a final inspection with 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. It is recommended that the Contractor complete the project prior to "ice-over" so that Owner can perform the final inspection bottom measurements by boat; otherwise the Owner's final inspection will have to be delayed until Spring thaw.

10.04 *Final Payment*

A. *Application for Payment*

1. After Contractor has satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents 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.
 - d. a list of all duly pending Change Proposals; 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 herein 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. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment.
- C. *Final Payment Becomes Due*: Upon receipt from Contractor of the final Application for Payment and accompanying documentation, Owner shall set off against the amount 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 Contractor.
- D. 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 11—SUSPENSION OF WORK AND TERMINATION

11.01 *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 5 consecutive days by written notice to Contractor. 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 and/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.

11.02 *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.

- B. If one or more of the events identified in Paragraph A occurs, then after giving Contractor (and any surety) 5 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 over the Work, incorporate in the Work all materials and Owner paid for 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 if Contractor within 4 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, 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 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.
- 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, the provisions of that bond will govern.

11.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor, 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.

11.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 30 consecutive days by Owner or under an order of court or other public authority, or (2) Owner 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 provided Owner does not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Owner 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, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The 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 12—MISCELLANEOUS

12.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner 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 receipt of which is return verified, with the words "Formal Notice" or similar in the e-mail's subject line.

12.02 *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.

12.03 *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.

12.04 *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 any of the Commissioners, 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 the project.

12.05 *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.

12.06 *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.

12.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state of Wisconsin.

12.08 *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.

12.09 *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.

12.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

North Lake – Sediment Dredging Bid Package

BACKGROUND

North Lake has had long-term water quality problems that likely worsened by excessive loading of sediments and nutrients from past dam related events. Most notably the partial removal of Funk's dam in 1992 combined with high rainfall events in 1993 was associated with a dramatic decrease in water quality conditions in North Lake. SEWRPC Commission staff have determined positively correlated relationships between increased precipitation and associated river discharge with increased total phosphorus trophic state index (TSI) values for North Lake.

North Lake was placed on the Impaired Waters List for total phosphorus in 2014. The phosphorus laden sediment in ICE HOUSE BAY and SCHNEIDER BAY is disturbed by wind, waves, and boating traffic. It is our desire to remove the sediment and nutrients to reduce the impact of the resuspended sediment on water quality and navigation access.

Dredging will be conducted utilizing a hydraulic cutter-head dredge. The size of the head and hose system shall be determined by the selected contractor, but it is anticipated to be a 10 to 14 inch dredge. The dredging operation will be based out of the NLYC. Contractor will use the Olson property for staging and stocking pipe, pumps, polymer and other materials and equipment required for the project. The contractor will launch their barge at the NLYC. The pipeline will be laid out under Northwoods Drive through the existing culvert. The pipeline will follow the little Oconomowoc River under Peterson Road through the existing culvert. The pipeline will then be laid out in the vacant land owned by HALQUIST following the snowmobile trail until it arrives at the dewatering site located at W316N8293 WI-83, Hartland, WI 53029 which is owned by OLSON.

A Chapter 30 permit #IP-SE-2021-68-00113 for the ICE HOUSE BAY dredging project was approved and is attached for your reference (Exhibit D). An Army Corp of Engineers Return Water Permit Application was submitted and the permit response is attached for your reference (Exhibit E). An amendment will be requested by CONTRACTOR to increase the amount to be dredged in ICE HOUSE BAY to 103,137 cubic yards.

A Chapter 30 permit for SCHNEIDER BAY will be filed by CONTRACTOR for the removal of 21,608 cubic yards of sediment.

Part 1 WORK COVERED BY CONTRACT DOCUMENTS

ICE HOUSE BAY Area to be dredged is approximately 25 acres in the Northeast bay of North Lake identified as Ice House Bay (Attachment 1E). CONTRACTOR shall dredge to the depth as specified in the contour map (Attachment 1C).

SCHNEIDER BAY Area to be dredged is approximately 11 acres in the Northwest bay of North Lake identified as Schneider Bay (Attachment 1E). CONTRACTOR shall dredge to the depth as specified in the contour map (Attachment 1C).

Option A – GEO TUBES

CONTRACTOR shall provide geotextile tubes and associated material for the purpose of storing and dewatering approximately 125,000 cubic yards (measured in-situ) of accumulated sediment from North Lake as shown on the attached plans (Attachment 1D). The scope includes the purchase of appropriate geotextile tubes, underlying geotextile drainage fabric, polymers and coagulants with pump delivery system (if proposed), hoses, manifolds, and valves. If electricity is required, CONTRACTOR to provide a generator and fuel appropriate for the amount of electricity required. CONTRACTOR shall provide aggregate and install tracking pad at entrance to dewatering site to prevent dirt from being tracked on State Road 83. Dewatering site shall be restored to original condition. All materials used in the project (erosion control materials, geotextile tubes, liners, etc) will be removed and disposed of by CONTRACTOR and cost shall be borne by CONTRACTOR.

Option B – Dewatering Basin

CONTRACTOR shall excavate and build a 2 cell containment system for the purpose of storing and dewatering approximately 125,000 cubic yards (measured in-situ) of accumulated sediment from North Lake as shown on the attached plans (Attachment 1D). Topsoil shall be scraped and set aside to be used later to cap the cells after dewatering has taken place. The scope includes all excavation required, any hoses/piping/weir system required to connect the dewatering cells and dewater the sediment. The scope also includes polymers and coagulants with pump delivery system (if proposed), hoses, manifolds, and valves. If electricity is required, CONTRACTOR to provide a generator and fuel appropriate for the amount of electricity required. CONTRACTOR shall provide aggregate and install tracking pad at entrance to dewatering site to prevent dirt from being tracked on State Road 83. All materials used in the project (erosion control materials, liners, etc) will be removed and disposed of by CONTRACTOR and cost shall be borne by CONTRACTOR.

1.1 WORK BY OTHERS

CONTRACTOR will provide all pertinent information for the inclusion of SUBCONTRACTORS to perform any part of the work associated with this bid.

1.2 DREDGE EQUIPMENT AND DESIGN PARAMETERS

Option A – GEO TUBES

Environmentally acceptable polymers and coagulants will be introduced into the sediment/water slurry in the dredge pipeline to floc the fine grained sediment particles and allow for effective dewatering to meet the WDNR WPDES Carriage and Interstitial Water from Dredging Operations General Permit standards. The filled tubes will be allowed to dewater over a period of four to six months at which time the CONTRACTOR will remove the dried sediment from the tubes and spread appropriately over the 12 acre parcel

equally. After dewatering and subsequent volume reduction, it is estimated that there will be approximately 62,500 cubic yards of consolidated sediment to respread after the dewatering

Option B – Dewatering Basin

Environmentally acceptable polymers and coagulants will be introduced into the sediment/water slurry in the dredge pipeline to floc the fine grained sediment particles and allow for effective dewatering to meet WDNR WPDES Carriage and Interstitial Water from Dredging Operations General Permit standards. The dewatering basin will be allowed to dewater over a period of four to six months at which time the CONTRACTOR will cap the sediment contained in the basin with the topsoil that was removed at construction of the dewatering basins. The site shall be backfilled as needed to return the site to original elevation, leveled and smoothed out so that it can be returned to use as an agricultural field.

1.3 DREDGE EQUIPMENT

With the understanding of reasonable size limitations, the project will be open to any CONTRACTOR who will operate within the design parameters specified below. CONTRACTOR shall provide all equipment and fuel required to operate hydraulic dredge, transfer slurry to dewatering site, and handle return water according to Wisconsin Pollutant Discharge Elimination System (WPDES) and Waukesha County Stormwater permit.

1.4 DESIGN PARAMETERS

- a. PUMPING RATE: CONTRACTOR to provide equipment with appropriate pumping rate capacity of water/sediment slurry including any booster pumps required to transfer slurry to dewatering basins or GeoTubes and complete the dredging between the day after Labor Day, 2022 and prior to lake freeze up in 2022. ICE HOUSE BAY is estimated to contain 103,137 cubic yards of in-situ sediment. CONTRACTOR to verify in-situ composite prior to submitting bid response.
- b. SCHNEIDER BAY is estimated to contain 21,608 cubic yards of in-situ sediment. CONTRACTOR to verify in-situ composite prior to submitting bid response.
- c. EFFECTIVE PUMPING OPERATION: No dredging operations shall take place on Sundays.
- d. EFFLUENT REQUIREMENT: effluent water discharged from the geotextile tubes (Option A) or the dewatering basin (Option B) shall be clear and visibly free of turbidity based on field observations and meet WPDES permit requirements. The contractor may need to utilize settlement weir tanks and additives to achieve water quality requirements.
- e. WATER QUALITY: must meet WPDES permit requirements.

1.5 DREDGE LAUNCHING

CONTRACTOR shall include and be responsible for all costs related to transportation, launching, fueling and operation of dredging equipment. Launching and refueling will take place at the North Lake Yacht Club launch site.

1.6 WATER QUALITY

CONTRACTOR shall comply with the WDNR WPDES Carriage and Interstitial Water from Dredging Operations General Permit for the discharge of water directly to surface waters and/or indirectly to groundwater of the state, including all sampling and monitoring requirements.

1.7 PERMITS

CONTRACTOR shall apply for and obtain the WPDES permit and the Waukesha County Stormwater permit. All costs associated with the permits will be included in bid response and permit fees to be paid for by CONTRACTOR.

CONTRACTOR shall apply for amendment to existing ICE HOUSE BAY permits to increase amount to remove to 103,137 cubic yards of in-situ sediment and to include the removal of 21,608 cubic yards of in-situ sediment from SCHNEIDER BAY. All costs associated with the permit amendment will be included in bid response and paid by the contractor.

1.8 GEOTEXTILE TUBES (Option A only)

The following minimal properties and testing methods must be met or otherwise approved: Geotextiles tubes shall be resistant to deterioration by ultraviolet light, oxidation and heat exposure. The total length of the geotextile tube is restricted by the dewatering area (see Attachment 1A) The tubes shall be delivered with filling ports of appropriate size appropriately spaced at intervals along the crest of the tube. Each fill port shall consist of a geotextile sleeve with a circumference of appropriate size to accept the dredging discharge pipe.

1.9 GEOTEXTILE DRAINAGE FABRIC

The non-woven drainage fabric shall be rot proof, mildew proof, insect resistant, have a high dimensional stability when wet, good soil filtration characteristics and a high resistance to tear propagation in all directions.

1.10 POLYMERS, COAGULANTS AND FEED PUMP SYSTEM

Shall consist of a sufficient volume of polymer and coagulant with associated feed pump system to adequately floc and dewater approximately 103,137 cubic yards in-situ sediment from the lake for ICE HOUSE BAY and approximately 21,608 cubic yards in-situ sediment from the lake for SCHNEIDER BAY. The dosage rate shall be sufficient to achieve acceptable water clarity and dewatering efficiency (and meet WPDES standards). Polymers and coagulants must be environmentally acceptable.

1.11 PIPE, HOSES, MANIFOLD AND VALVES

Option A – GEO TUBES

The option to fill one or multiple geotextile tubes (to be determined by CONTRACTOR) simultaneously shall be included. Flange connections to fill ports must be secure. Manifold and Y-laterals can be rigid or flexible pipe and shall have slip ring or flanges connections installed. The CONTRACTOR will need to run pipe from the dredge site to the dewatering site crossing under two roads through existing culverts. Amount of pipe needed to be verified by CONTRACTOR. In lake hose and floats from the dredge to the dewatering pipeline to be provided by CONTRACTOR.

Option B – Dewatering Basin

Flange connections to fill ports must be secure. Manifold and Y-laterals can be rigid or flexible pipe and shall have slip ring or flanges connections installed. The CONTRACTOR will need to run pipe from the dredge site to the dewatering site crossing under two roads through existing culverts. Amount of pipe needed to be verified by CONTRACTOR. In lake hose and floats from the dredge to the dewatering pipeline to be provided by CONTRACTOR.

1.12 SOIL EROSION AND SEDIMENT CONTROL (SESC)

CONTRACTOR will work with Waukesha County to secure a Stormwater Permit and take necessary steps to meet the requirements of the permit. The CONTRACTOR must maintain all perimeter and internal measures to the satisfaction of Waukesha County Stormwater Permit. In addition to the Waukesha County Stormwater Permit requirements, CONTRACTOR will provide and install silt fences and silt barriers prior to any construction and dredging activities to protect wetlands, surface waters, and neighboring properties in the area of the project.

Part 2 CONTRACTOR REQUIREMENTS AND SUBMITTALS

2.1 WORK PLANS

The CONTRACTOR shall submit with his bid, a Work Plan which includes specific procedures with respect to the dredging project. The plan shall include, but not be limited to written discussion describing the sequencing, equipment, installation,

anchoring and filling procedures. In lake work must start after Labor Day 2022 and be completed in 2022. Dewatering site prep work can begin after July 1, 2022.

The CONTRACTOR shall submit upon notice of award:

- Storm Water Pollution Prevention Plan (SWPPP)
- A detailed construction schedule in MS Project format
- Any required permitting packages
- Restoration Plan

2.2 HANGING BAG PERFORMANCE TEST

A hanging bag performance test or bench test will be required prior to start of work to validate the proposed combination of flocculants/polymers. The CONTRACTOR shall submit Material Safety Data Sheets (MSDS) to verify toxicity testing and environmental acceptability. Since the dried sediment will be spread and mixed into the upland agricultural fields, documentation shall discuss effects of any required polymer on ground water, storm water runoff, soil, future crops, animals, etc.

2.3 VERIFICATION AND PAYMENT

Verification of amounts removed for progress payments will be determined by a bathymetric survey provided by Contractor. NLMD shall have the right to confirm amounts removed for progress payments by completing their own bathymetric survey. The NLMD shall provide upon project completion, a bathymetric survey of the dredged area for confirmation of sediment removal amounts. If the lake has formed a layer of ice that prevents a bathymetric survey from being performed, final payment will be delayed until the survey can be completed after the ice thaws in spring.

The first progress payment will not be requested until a minimum of 25,000 cubic yards of sediment has been removed from the area to be dredged.

2.4 INSURANCE REQUIREMENTS

Prior to acceptance of bid and the commencing of any work, CONTRACTOR shall provide commercial general liability insurance on ISO form CG 00 01 10 01 (or a substitute form providing equivalent coverage) and CONTRACTOR shall provide NLMD, NLYC, OLSON and HALQUIST with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 20 10 11 85 (or a substitute form providing equivalent coverage) or on the combination of ISO forms CG 20 10 10 01 and CG 20 37 10 01 (or substitute forms providing equivalent coverage) naming NLMD, NLYC, OLSON, and HALQUIST as Additional Insureds thereunder. Additional insured coverage shall apply as primary insurance with respect to any other insurance afforded to NLMD, NLYC, OLSON, and HALQUIST. The coverage available to NLMD, NLYC, OLSON, and HALQUIST as Additional

Insureds, shall not be less than \$2 million Each Occurrence, \$4 million General Aggregate (subject to a per project general aggregate provision applicable to the project), \$2 million Products/Completed Operations Aggregate and \$2 million Personal and Advertising Injury limits. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by CONTRACTOR and its subcontractors. All coverage shall be placed with an insurance company duly admitted in the State of Wisconsin or authorized to provide such coverage in Wisconsin and shall be reasonably acceptable to NLMD, NLYC, OLSON, and HALQUIST. All insurance carriers must maintain an AM Best rating of "A-" or better. Coverage shall be afforded to the Additional Insureds whether or not a claim is in litigation.

The insurance coverage required above shall be of sufficient type, scope, and duration to ensure coverage for NLMD, NLYC, OLSON, and HALQUIST for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of NLMD, NLYC, OLSON, and HALQUIST in relation to the activities performed on the Leased Premises. CONTRACTOR agrees to maintain the above insurance for the benefit of NLMD, NLYC, OLSON, and HALQUIST until one year after termination of this Agreement. Each Certificate of Insurance shall provide that the insurer must give NLMD, NLYC, OLSON, and HALQUIST at least 30 days' prior written notice of cancellation and termination of the coverage thereunder. Not less than two weeks prior to the expiration, cancellation or termination of any such policy, the CONTRACTOR shall supply NLMD, NLYC, OLSON, and HALQUIST with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of NLMD, NLYC, OLSON, and HALQUIST as set forth above.

Prior to commencement of the on-site activities, NLMD's general contractor shall provide NLMD, NLYC, OLSON, and HALQUIST with a Certificate of Insurance showing liability insurance coverage for the general contractor with additional insureds NLMD, NLYC, OLSON, and HALQUIST and any employees, agents, or subcontractors or sub-subcontractors for any Workers' Compensation, Employer's Liability and Automobile Liability. In the event any of these policies are terminated, Certificates of Insurance showing replacement coverage shall be provided to Owner. Coverage shall be no less than the following:

Workers' Compensation and Employers' Liability Insurance: As required by law and affording thirty (30) days written notice to NLMD, NLYC, OLSON, and HALQUIST prior to cancellation or non-renewal, providing coverage of not less than \$1,000,000 for bodily injury caused by accident and \$1,000,000 for bodily injury by disease.

Business Auto Liability Insurance: Written in the amount of not less than \$1,000,000 each accident.

Waiver of Subrogation: CONTRACTOR shall obtain from each of its insurers a waiver of subrogation on Commercial General Liability in favor of NLMD, NLYC, OLSON, and HALQUIST with respect to Losses arising out of or in connection with the Work and performance of the project activities.

Contractor's Pollution Liability Insurance: Written in an amount not less than \$2,000,000 for each incident with an aggregate limit of \$4,000,000.

2.5 BID SUBMITTAL

Questions on this bid package can be directed to Mark Theisen, NLMD via email markjtheisen@gmail.com All questions to be submitted no later than 7 days prior to bid opening.

Bid responses are due by 2/7/2022, 11:59:59 p.m. Bids received after this time will not be considered and deemed non-responsive. Completed bid sheets should be emailed to markjtheisen@gmail.com.

Incomplete bid sheets will not be considered.

Attachment 1A – Discharge Pipeline Route to Dewatering Site



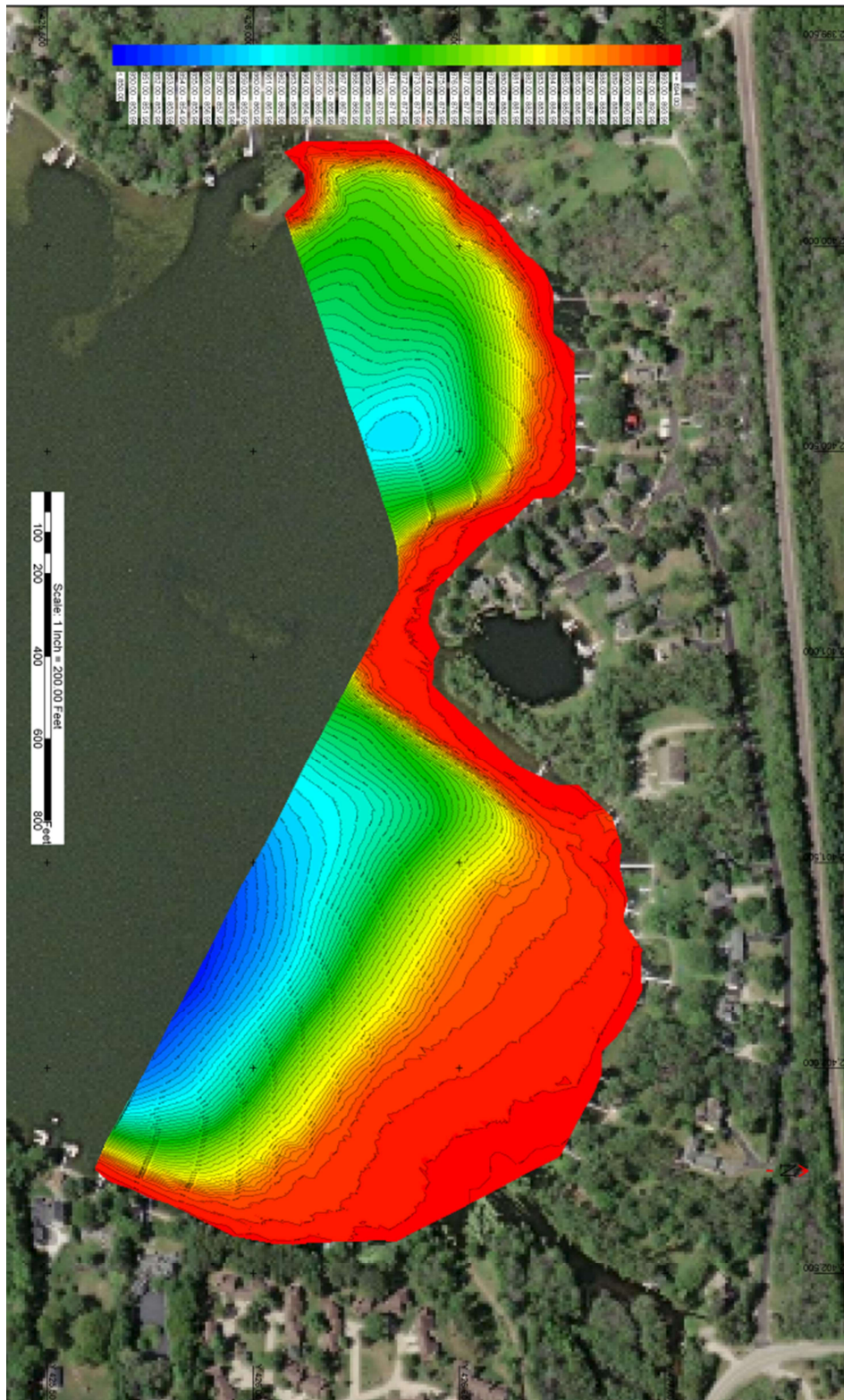
Dewatering site, W316N8293 HWY 83, Hartland WI. 2 agricultural fields each approximately 6.5 acres in size.

Suggested discharge pipeline route is in red

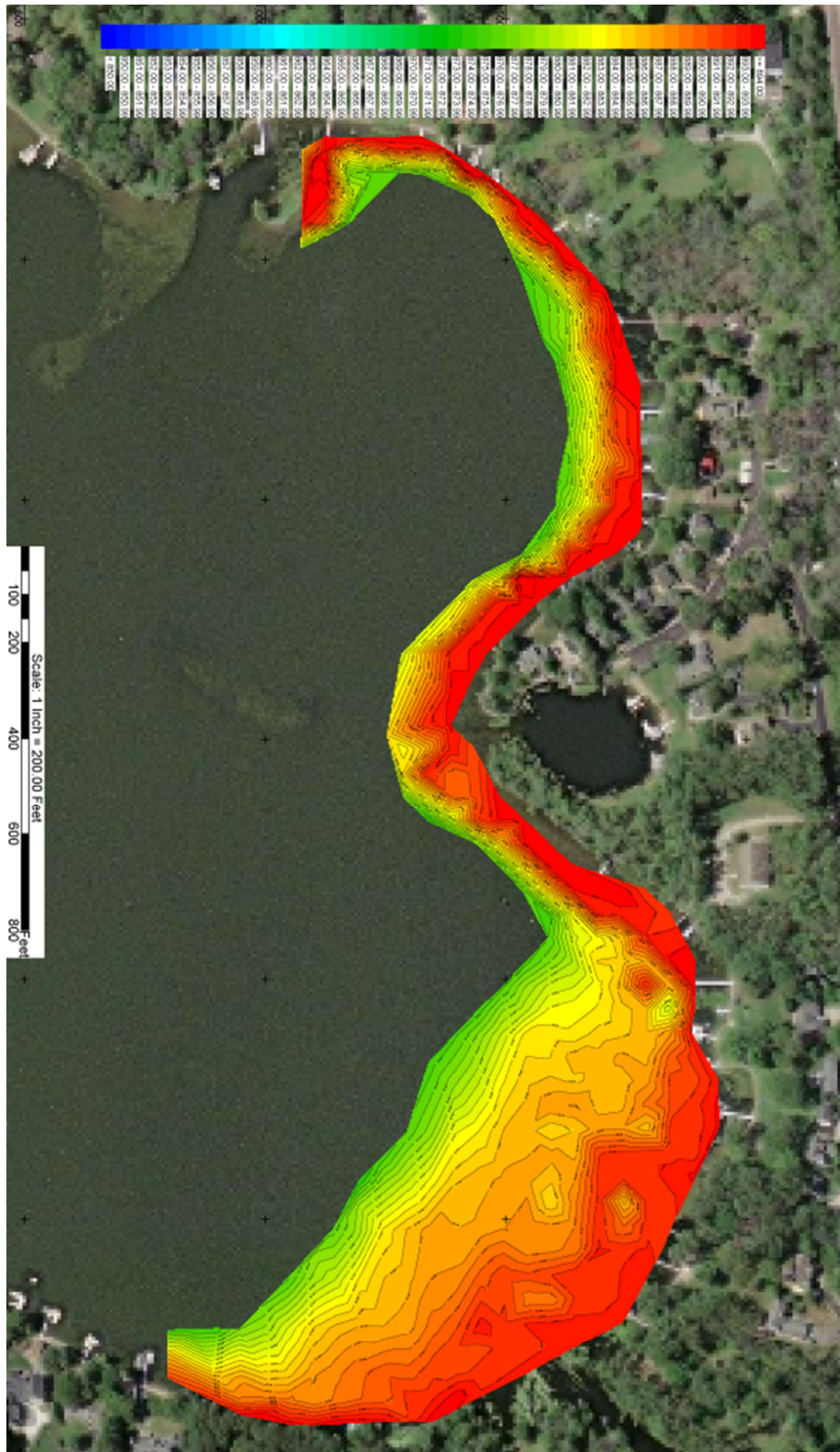
Culvert locations thru which the dredge discharge pipeline will run. One at Peterson Road and Hwy 83 and one at Northwoods Drive and Hwy 83.

Ice House Bay - Approximately 25 acres in size.

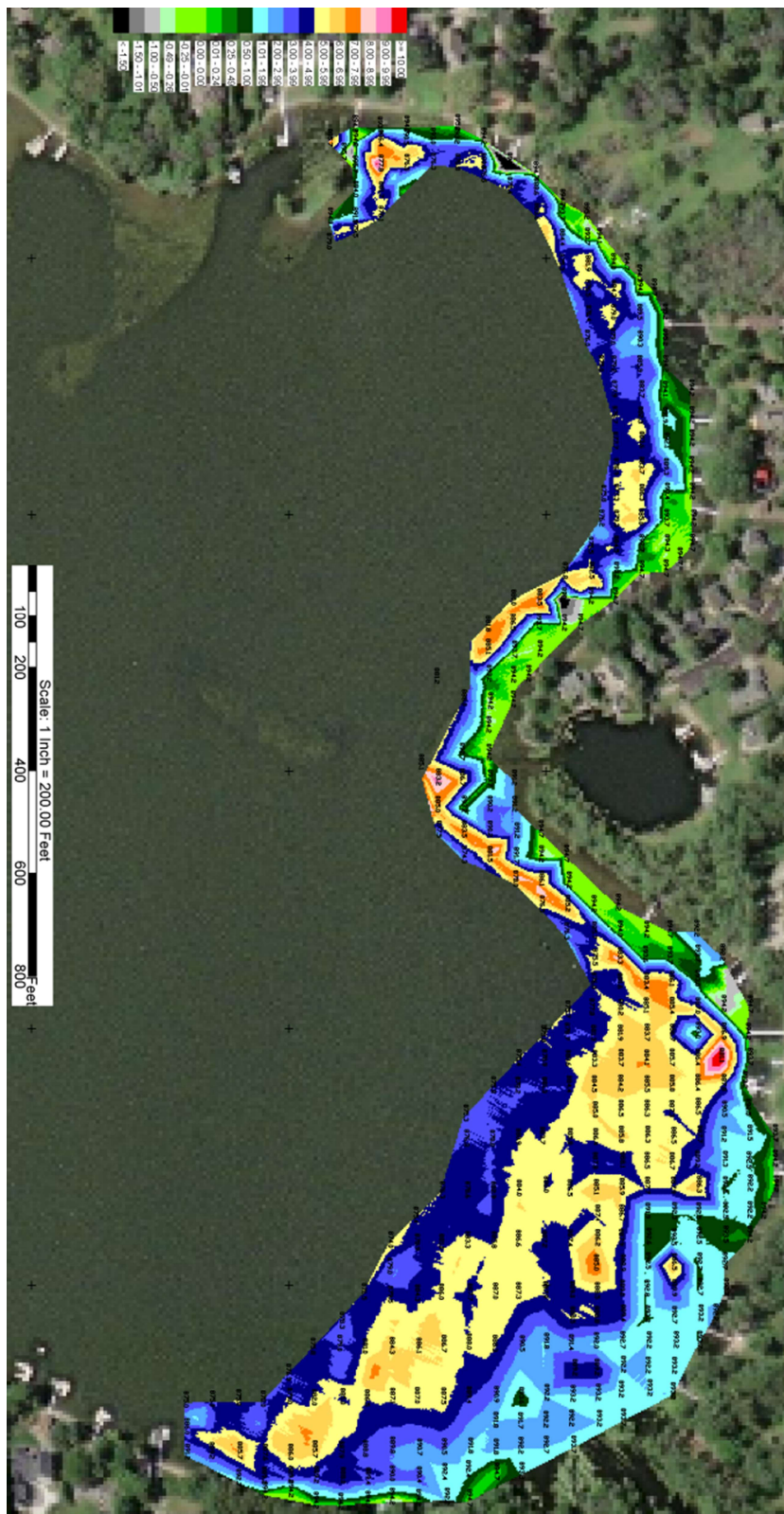
Attachment 1B – Contour Map as of November 21, 2021



Attachment 1C – Post Construction Contour Map



Attachment 1D – Sediment Depth Removal Map as of November 21, 2021



Attachment 1E – SCHNEIDER BAY and ICE HOUSE BAY Dredging Area



Schneider Bay

Ice House Bay

BID SHEET - ICE HOUSE BAY and SCHNEIDER BAY

CONTRACTOR Name _____

CONTRACTOR's Address _____

CONTRACTOR's email & phone _____/() -

| Description | Unit | Quantity | Total |
|--|------------|----------|-------|
| Mobilization/Demobilization | Lump Sum | | |
| Site Set-up/Erosion Control | Lump Sum | | |
| Dredging first 50,000 | Cubic Yard | | |
| Dredging additional volume over 50,000 | Cubic Yard | | |
| Dewatering of Dredged Sediment | Cubic Yard | | |
| Water Quality Management | Lump Sum | | |
| Site Restoration | Lump Sum | | |

Brief description of projects of similar size and scope completed by CONTRACTOR.

Cubic Yards Dredged _____ Dewatering Method _____

Client reference for above project

Name _____

Phone Number _____

Email Address _____

List all sub-contractors that will be used on this project:

Is dredge to be used for the NLMD project currently owned by CONTRACTOR? _____

Contingency plan if dredge fails while performing the NLMD project? _____
