

**AGENDA
STORMWATER UTILITY
COMMITTEE**

**MONDAY, OCTOBER 6, 2014
ROOM 202
5:30 P.M.**

***Patrick Juliana, Chairman
Scott N. Gordon, Vice Chairman
Steve Bostrom***

***Eric Haugaard
Rhonda Jenkins
Jan Michalski***

Approval of minutes of regular meeting held on September 15, 2014.

1. Subaward Agreement between the City of Racine, Wisconsin and the City of Kenosha, Wisconsin Stormwater Utility for beach restoration at Simmons Island and Eichelman Parks. *(also referred to Finance Committee)*
2. Approval of Change Order for Project 14-1139 Forest Park Sanitary and Storm Enhancements (61st St – 46th Ave to 50th Ave & 65th St 48th Ave & 51st Ave). **(District 15)** *(also referred to Public Works Committee)*

INFORMATIONAL: Project Status Report

CITIZENS COMMENTS RELATED ONLY TO JURISDICTION OF STORMWATER UTILITY COMMITTEE

ALDERMAN COMMENTS

IF YOU ARE DISABLED AND IN NEED OF ASSISTANCE CALL 653-4050 BEFORE NOON ON THE DATE INDICATED FOR THIS MEETING.

NOTICE IS HEREBY GIVEN THAT A MAJORITY OF THE MEMBERS OF THE COMMON COUNCIL MAY BE PRESENT AT THE MEETING, AND ALTHOUGH THIS MAY CONSTITUTE A QUORUM OF THE COMMON COUNCIL, THE COUNCIL WILL NOT TAKE ANY ACTION AT THIS MEETING.

STORMWATER UTILITY COMMITTEE
- MINUTES -

MONDAY, SEPTEMBER 15, 2014
5:30 P.M.

Patrick Juliana, Chairman
Scott N. Gordon, Vice Chairman
Steve Bostrom

Eric Haugaard
Rhonda Jenkins
Jan Michalski

The regular meeting of the Stormwater Utility Committee was held on Monday, September 15, 2014 in Room 202 of the Municipal Building. The following members were present: Chairman Patrick Juliana, Vice Chairman Scott N. Gordon, Aldermen Steve Bostrom, Rhonda Jenkins, and Jan Michalski. Alderman Eric Haugaard was excused. The meeting was called to order at 5:59PM. Staff members in attendance were Mike Lemens, Shelly Billingsley, John Poltrock, Aldermen Kennedy, Rose, Johnson, and Wilson.

Approval of minutes of regular meeting held on September 3, 2014.

It was moved by Alderman Michalski, seconded by Alderman Gordon to approve. Motion passed 5-0.

1. Award of Contract for Project 14-1139 Forest Park Sanitary and Storm Enhancements (61st Street – 46th Avenue to 50th Avenue, 65th Street – 48th Avenue to 51st Avenue) to A.W. Oakes & Son (Racine, Wisconsin) in the amount of \$2,025,000. **(District 15)** (Stormwater Utility and Water Utility Funding Only) *(also referred to Public Works Committee and Board of Water Commissioners)*
It was moved by Alderman Gordon, seconded by Alderman Michalski to approve. Motion passed 5-0.
2. Stormwater Management Practices Maintenance Agreement for Stormwater Management Facilities between the City of Kenosha, Wisconsin (a Municipal Corporation) and VK 5612 95th, LLC (a Wisconsin Limited Liability Company). **(District 16)**
It was moved by Alderman Michalski, seconded by Alderman Gordon to approve. Motion passed 5-0.
3. Approval of Forest Park Area Storm and Sanitary Management Plan. *(Study available on Alderman only web page)* *(also referred to Board of Water Commissioners)* **(Districts 11 & 15)**
It was moved by Alderman Michalski, seconded by Alderman Gordon to approve. Motion passed 5-0.
4. Disbursements for the month of September 2014.
The secretary informed the committee that the agenda should read August not September. It was moved by Alderman Gordon to approve as amended, seconded by Alderman Jenkins. Motion passed 5-0.

INFORMATIONAL: Project Status Report – Alderman Bostrom asked about Project 14-1012.

ADJOURNMENT - There being no further business to come before the Stormwater Utility Committee, it was moved, seconded and unanimously approved to adjourn the meeting at 6:03PM.



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER
CATHY AUSTIN, P.E.
ASSISTANT CITY ENGINEER
KILE KUHLMEY
SOIL EROSION SPECIALIST

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

DEPARTMENT OF STORMWATER UTILITY
MICHAEL M. LEMENS, P.E., DIRECTOR
SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

MUNICIPAL BUILDING · 625 - 52ND ST · RM 305 · KENOSHA, WI 53140
TELEPHONE (262) 653-4050 · FAX (262) 653-4056
EMAIL SWU@KENOSHA.ORG

October 2, 2014

To: Patrick Juliana, Chairman
Stormwater Utility Committee

Daniel Prozanski Jr., Chairman
Finance Committee

From: Shelly Billingsley, P.E. *Shelly Billingsley*
Deputy Director of Public Works / City Engineer

Carol Stancato
Director of Finance

CC: Rhonda Jenkins
District 2

Subject: ***Subaward Agreement between the City of Racine, Wisconsin and the City of Kenosha, Wisconsin Stormwater Utility for Beach Restoration at Simmons Island and Eichelman Parks.***

BACKGROUND INFORMATION

In September 2012, staff made the Park Commission and Stormwater Utility Committee aware that staff has been working with Julie Kinzelman, with the City of Racine, in testing the water quality of our beaches. Julie received a GLRI grant to conduct Beach Sanitary Surveys and is nearing the completion of her studies. However, during her analysis she completed concept plans for some beaches located along the Lake Michigan shoreline throughout the state of Wisconsin. With these concept plans and data she applied for a Fund for Lake Michigan Grant to aid in the construction of the approved designs for Simmon's Island and Eichelman beaches.

Julie received a grant through Fund for Lake Michigan (FLM) grant and is subawarding a total of \$93,000 to the City of Kenosha for the construction along Simmon's Island and Eichelman Beaches. This award will allocate \$35,500 to Simmon's Island which can be used for those beach enhancements already completed and \$57,500 to Eichelman Beach whose award is tentatively scheduled for the October 20th meeting.

Staff is also requesting a CIP Amendment be drafted by Finance to add this additional funding to SW14-002 "Recreational Water Quality Improvements" for this work.

RECOMMENDATION

Approve the Subaward Agreement between the City of Racine, Wisconsin and the City of Kenosha, Wisconsin Stormwater Utility for Beach Restoration at Simmons Island and Eichelman Parks.

SUBAWARD AGREEMENT BETWEEN CITY of RACINE, WISCONSIN AND

THE CITY OF KENOSHA, WISCONSIN

THIS AGREEMENT, entered into this 29 day of August 2014, by and between the City of Racine, Wisconsin, 730 Washington Avenue, Racine, WI (hereinafter the "CITY"), and the City of Kenosha – Stormwater Utility (SWU), Wisconsin (hereinafter the "CONTRACTOR").

1. GENERAL DESCRIPTION OF WORK:

The undertaking described below is a collaborative effort between the City of Kenosha and the City of Racine Health Department Laboratory to conduct beach restoration at Simmons Island and Eichelman Parks as delineated in the proposal "Multijurisdictional Implementation of Beach Redesigns to Improve Water Quality and Restore Habitat" and awarded by the Fund for Lake Michigan at the Greater Milwaukee Foundation as grant agreement #20132258. The City of Kenosha Stormwater Utility (SWU) is a subawardee under this agreement. This subcontract will run from November 15, 2013 through November 1, 2015. The award to the City of Kenosha Stormwater Utility (SWU) will be \$93,000. The CONTRACTOR shall furnish, or cause to be furnished, all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this Agreement.

Performance and schedules will be approved by Dr. Julie Kinzelman, of the City of Racine.

The following constitute the Contract documents. If there is a conflict or ambiguity, the Contract shall be governed by these listed documents in descending order of precedence.

- A. This Contract for Services
- B. The Fund for Lake Michigan at the Greater Milwaukee Foundation parent contract and grant proposal for grant agreement #20132258 entered into by the Fund for Lake Michigan and the City of Racine
- C. The final engineering plans generated as a product of USEPA Great Lakes Restoration Initiative project "Implementation of Beach Redesigns to Make Southern Wisconsin Beaches Safer" (Grant # GL-00E1151).

Work may commence in accordance with the terms and conditions of this Contract after the Contractor has executed the Contract, and (a) been notified in writing to commence the Performance of Services, or (b) received from the City an original of the Contract that is complete and fully executed.

2. SCOPE OF WORK

Permissible construction activities are detailed in the attached letter of notification of award dated April 22, 2014. Exhibit "A" and are made part of this Agreement. The Fund for Lake Grant Proposal and parent contract for grant agreement #20132258, Exhibit "B" shall also be made part of this agreement. The final engineering plans generated as a product of USEPA Great Lakes Restoration Initiative project "Implementation of Beach Redesigns to Make Southern

Wisconsin Beaches Safer" (Grant # GL-00E1151), Exhibit "C" shall also be made part of this agreement.

3. GENERAL REQUIREMENTS

The CONTRACTOR shall attend coordination meetings, progress and presentation meetings with the City or such Community, State, City, or County officials, groups or individuals as outlined in the proposal and will participate in telephone conference calls as may be requested by the CITY.

4. TIME FOR BEGINNING AND COMPLETION

The Contractor shall not begin any work under the terms of this Agreement until authorized in writing by the City. Contractor agrees to use best efforts and complete all work described under this Agreement by November 1, 2015.

5. PERFORMANCE

Notwithstanding any references to the contrary in the contract documents, CONTRACTOR agrees that the performance of CONTRACTOR'S work, services and the results therefrom, pursuant to the terms, conditions and agreements of this Contract, shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.

CONTRACTOR shall conduct CONTRACTOR'S activities, or cause to be conducted, as required under the terms and conditions of this Contract at such place or places as is necessary so as to enable the CONTRACTOR to fulfill CONTRACTOR's obligations under this Contract.

Contractor may subcontract for the performance of services herein set forth without prior written approval from the City Purchasing Director.

CONTRACTOR agrees to comply with all of the requirements of all federal, state, and local laws.

6. PAYMENT

The CONTRACTOR shall be awarded an amount not to exceed \$93,000 for the construction activities at the sites designated under this Agreement. Such payment shall be full compensation for all work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the activities specified in the Scope of Work.

CONTRACTOR shall not receive nor be eligible for any fringe benefits or any other benefits to which CITY salaried employees are entitled to or are receiving. Income tax payments, social security contributions, insurance, and all other governmental reporting and contributions required as a consequence of Construction Contractor receiving payment under this Contract shall be the sole responsibility of Construction Contractor.

The CITY agrees that subsequent to the full and complete performance of this Contract and satisfactory performance of the services in accordance with the "work schedules" set forth herein it will pay the amount or amounts as hereinafter set forth. In the event of a dispute as to the services performed or the compensation to be paid, the decision of the City Purchasing

Director or its designee shall prevail. The conditions of payment are as follows: Compensation for services required under this Contract shall be contingent upon each activity being reviewed for approval by the CITY approving officer designated on page 1 and approved by them for payment.

CONTRACTOR and its approved sub contractors shall keep available for inspection by the representatives of the City, the State and the United States for a period of three years after final payment the cost records and accounts pertaining to this Agreement and all items relating to or bearing upon these records with the following exception: if any litigation, claim, or audit arising out of, in connection with, or relating to this contract is initiated before the expiration of the three-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

7. EMPLOYMENT

Any and all employees of the CONTRACTOR or other persons while engaged in the performance of any work or services required of the CONTRACTOR under this Agreement, shall not be considered employees of the CITY, and any and all claims that may or might arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONTRACTOR'S employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall not be the obligation and responsibility of the CITY.

8. OTHER PARTIES

It is mutually agreed that this Agreement is not transferrable by either signatory to a third party without the consent of the other principal party.

9. OWNERSHIP OF DOCUMENTS

The interim and final project reports as well as any other work products prepared pursuant to this Agreement will become the joint property of the CITY and CONTRACTOR. The CITY acknowledges the CONTRACTOR'S plans including all documents on electronic media, as instruments of professional services. All data generated on this project and all related materials will become the joint property of the CITY and CONTRACTOR. Modifications of the data or documents shared must be discussed with both parties prior to execution. The CITY agrees to waive any claim against the CONTRACTOR arising from any unauthorized reuse of the documents and specifications and to indemnify and hold the CONTRACTOR harmless from any claim, liability or cost arising or allegedly arising out of any reuse of the documents and specifications by the CITY or its agent not authorized by the CONTRACTOR.

10. REPORTS

CONTRACTOR agrees to submit reports as may be required by the CITY at such times as may be scheduled for submittal, unless otherwise agreed to in writing.

All reports, studies, analysis, memoranda and related data and material as may be developed during the performance of this Contract shall be submitted to and be the exclusive property of the CITY, which shall have the right to use same for any purpose without any further compensation to the CONTRACTOR other than hereinafter provided. All of the aforesaid documents and materials prepared or assembled by the CONTRACTOR under this Contract are confidential and the CONTRACTOR agrees that it will not, without prior written approval by the CITY, submit or make same available to any individual, agency, public body or organization other than the CITY, except as may be otherwise herein provided. Both parties recognize that this Agreement is subject to the provisions of the State of Wisconsin Public Records Law.

11. TERMINATION

This Agreement may be terminated by either party upon ten (10) days written notice, by registered mail, or mailed to the other party at his/her usual place of business. In the event this contract is terminated by the CONTRACTOR, the CITY will be entitled to reimbursement of costs occasioned by such termination by the CONTRACTOR. In the event this CITY terminates this Agreement, the CITY shall pay the CONTRACTOR for the work performed, an amount equal to the percentage of completion of the work as mutually agreed between the CITY and the CONTRACTOR.

If any work covered by this Agreement shall be suspended or abandoned by the CITY before the CONTRACTOR has completed the assigned work, the CONTRACTOR shall be paid for services performed down to the time of such termination or suspension an amount equal to the cost incurred at the date of termination as mutually agreed upon between the CITY and the CONTRACTOR.

12. DISPUTE RESOLUTION

All disputes between the CITY and the CONTRACTOR not resolved by negotiation between the parties may be arbitrated only by mutual agreement of the CITY and the CONTRACTOR. Any dispute not agreed to by the parties for arbitration shall be litigated in Racine County, WI circuit court. Arbitration of all claims will be in accordance with the Arbitration rules of the American Arbitration Association.

13. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

Remain Silent.

14. ATTORNEY'S FEES

Except as otherwise set forth in this contract, attorney's fees which are reasonable and costs, including those on appeal, if appeal is taken, shall be borne by the respective parties.

15. INSURANCE

CONTRACTOR will be responsible for the negligent acts of its employees as set forth in the Wisconsin Tort Claims Act.

16. HOLD HARMLESS

In case any claim, injury, damage, loss or suit, including attorney fees, or action in court or proceeding before an administrative agency is brought against the CITY or any of its officers, agents, or employees for the failure or neglect of the CONTRACTOR in whole or in part to perform any of the covenants, acts, matters or things by this Contract undertaken, or for injury or damage caused by the alleged sole or partial negligence or intentional or reckless act or failure to act of the CONTRACTOR, its officers, agents or employees, CONTRACTOR shall, subject to the Wisconsin Tort Claims Act, indemnify and save harmless the CITY and its officers, agents, and employees from all losses, damages, costs, expenses, judgments, or decrees arising out of such action. The CITY shall tender the defense of any claim or action at law or in equity to CONTRACTOR or CONTRACTOR'S insurer, and upon such tender it shall be the duty of the CONTRACTOR, subject to the Wisconsin Claims Act, to defend such claim or action without cost or expense to the CITY or its officers, agents, or employees. CONTRACTOR shall be solely responsible for the conduct and performance of the services required under the terms and conditions of this Contract and for the results therefrom.

Notwithstanding any references to the contrary in the contract documents, CONTRACTOR assumes full liability for all of its acts in the performance of this contract. Subject to the Wisconsin Tort Claims Act, CONTRACTOR will save and indemnify and keep harmless the City of Racine against all liabilities, judgments, costs, claims, injuries, damages, losses, or suits including attorney fees, and expenses which may be claimed against the CITY in consequence of the granting of this contract to said CONTRACTOR, or which may result from the sole or partial carelessness or neglect or intentional or reckless act or failure to act of said CONTRACTOR, or the agents, employees or workmen of said CONTRACTOR in any respect whatever. If judgment is recovered, whether in suits of law or in equity, against the CITY by reason of the carelessness, negligence, or by acts of commission of CONTRACTOR, such persons, firms or corporations carrying out the provisions of the contract for CONTRACTOR, CONTRACTOR assumes, subject to the Wisconsin Tort Claims Act, full liability for such judgment not only as to the amount of damages, but also all costs, attorneys fees or other expenses resulting therefrom.

17. WARRANTY

The professional services will be furnished in accordance with the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and in the same locality. The CONTRACTOR makes not warranties express or implied, under this Agreement or otherwise, in connection with the CONTRACTOR'S services.

18. SUCCESSORS OR ASSIGNS

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of the Agreement shall be made without written consent of the parties to the Agreement.

19. EQUAL OPPORTUNITY AGREEMENT

CONTRACTOR agrees that he/she will not discriminate against any employee or job applicants for work on this Agreement for reasons of race, sex, nationality or religious creed.

20. CHANGES OF WORK

CONTRACTOR shall make such changes and revisions in the completed work for this Agreement as necessary to correct or revise any errors, omissions, or other deficiencies, documents and reports which the CONTRACTOR is responsible for preparing or furnishing under this Agreement, when required to do so by the CITY, without additional compensation thereof.

21. NOTICES

Any and all notices shall be in writing and deemed served upon depositing same with the United States Postal Services as "Certified Mail, Return Receipt Requested", addressed to the CONTRACTOR at:

Shelly Billingsley, P.E.
Director of Engineering/City Engineer
City of Kenosha – Public Works
Municipal Building
625 52nd Street, Room 305
Kenosha, WI 53140

and to the CITY at:

Dr. Julie Kinzelman
Laboratory Director/Research Scientist
City of Racine - Health Department
City Hall, Room 109
730 Washington Avenue
Racine, WI 53403

All other correspondence shall be addressed as above, but may be sent "Regular Mail" and deemed delivered upon receipt by the addressee.

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

CITY OF RACINE, WISCONSIN



Julie Kinzelman, PhD, MT (ASCP),
Laboratory Director/Research Scientist

August 28, 2014

Date

CONTRACTOR

Shelly Billingsley, P.E.
Director of Engineering/City Engineer
City of Kenosha – Public Works

Date

STATE OF WISCONSIN)

:SS.

COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2014, **SHELLY BILLINGSLEY, Director of Engineering**, of the **CITY OF KENOSHA, WISCONSIN**, a Wisconsin municipal corporation, to me known to be such Director of Engineering of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the Agreement of said corporation, by its authority.

Notary Public, Kenosha County, Wisconsin

My Commission expires/is: _____

Department of Public Health

Dottie-Kay Bowersox, MSA
Public Health Administrator

730 Washington Avenue
Racine, Wisconsin 53403
262-636-9201
262-636-9564 FAX



City of Racine, Wisconsin

Website: www.cityofracine.org/Health.aspx

Email: publichealth@cityofracine.org

Environmental Health Division

262-636-9203

Community Health Division

262-636-9431

Laboratory Division

262-636-9571

April 22, 2014

Shelly Billingsley, P.E.
Deputy Director of Public Works / City Engineer
City of Kenosha - Public Works
625 52nd Street
Kenosha, Wisconsin 53140

Ms. Billingsley:

We are pleased to provide you with this letter of notification of award for construction activities at Simmons Island and Eichelman Beaches under City of Racine Fund for Lake Michigan Grant Agreement #20132258 executed on December 20, 2013.

Grant funds have now been released and receipted by the City of Racine Finance Department. Therefore, we will soon be providing you with a contract for expenditures against our Fund for Lake Michigan grant award in the amounts of \$35,500 for Simmons Island Beach and \$57,500 for Eichelman Beach. We anticipate that this contract will be in place by on or before May 2, 2014.

For your reference, I have attached a copy of the grant summary and award letter indicating the multijurisdictional nature of our project and the inclusion of Simmons Island and Eichelman Beaches. As previously discussed, the monies are to be spent on the implementation of engineered improvements, as developed by Miller Engineers & Scientists, resulting from our Great Lakes Restoration Initiative research project targeted at the identification of pollution sources impacting the coastal recreational waters of Lake Michigan.

Please feel free to contact me should you have any questions.

A handwritten signature in black ink that reads "Julie Kinzelman". The signature is written in a cursive, flowing style.

Julie Kinzelman, PhD, MS, MT (ASCP)
Laboratory Director/Research Scientist
City of Racine, WI
julie.kinzelman@cityofracine.org
262-636-9501

THE FUND FOR LAKE MICHIGAN

Greater Milwaukee Foundation
101 W. Pleasant St., Milwaukee, WI 53212
phone: (414) 272-5805 fax: (414) 272-6235

Grant Agreement

Grant Number: 20132258

The grant to your organization from the Fund for Lake Michigan at the Greater Milwaukee Foundation is for the explicit purpose(s) described below and is subject to your acceptance of the following conditions. To acknowledge this agreement, to accept the grant, and to be eligible to receive the funds when needed, **PLEASE RETURN ONE SIGNED COPY OF THIS GRANT AGREEMENT TO THE FUND FOR LAKE MICHIGAN via email to vicki@fundforlakemichigan.org.**

Grantee City of Racine

Amount of Grant \$300,000 Date Authorized November 11, 2013

Grant purpose Multijurisdictional implementation of beach redesigns to improve water quality and restore habitat

Grant period: begins November 15, 2013 ends November 1, 2015

Payment schedule \$150,000 on November 15, 2013; \$150,000 on October 31, 2014

Special Conditions Sections II and III of this agreement do apply to this project.

Reports should be in writing and submitted according to the following schedule:

- An interim report is due on: September 30, 2014
- A final report is due on: November 1, 2015

For on-the-ground restoration or infrastructure projects, reports should include before and after photos of the project site. Reports should be submitted using the Fund for Lake Michigan's online grant system at <https://www.grantinterface.com/lakemi/Common/LogOn.aspx>. Directions for accessing and using the online system are attached. Please contact Molly Tarrant at molly.tarrant@arabellaadvisors.com or 202-595-1039 should you have any questions or problems submitting your reports.

IV. LIMIT OF COMMITMENT

Unless otherwise stipulated in writing, this grant is made with the understanding that the Fund for Lake Michigan and the Greater Milwaukee Foundation have no obligation to provide other or additional support to the grantee. Any violation of the foregoing conditions will result in cancellation of future payments and refunding to the Foundation of any amounts subject to the violation.

For the Grantee:



Signature of Representative

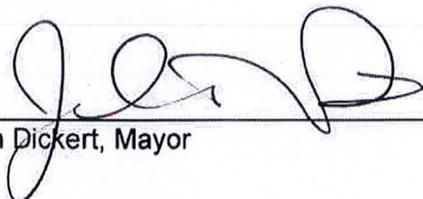
Robert K. Weber, City Attorney

Print Name and Title

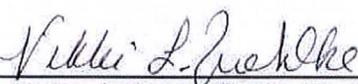
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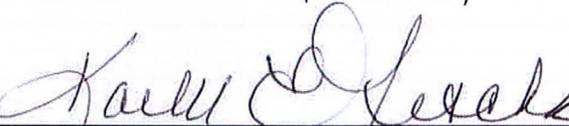
Date

CITY OF RACINE

By:  12-19-13
John Dickert, Mayor Date

ATTEST:

By:  12-19-13
~~Janice Johnson-Martin, City Clerk~~ Date
Vikki L. Zuehlke, Asst. City Clerk

By:  12/20/13
~~David Brown, Finance Director/Treasurer~~ Date
Kathleen Fischer Asst.

APPROVED AS TO FORM:

By:  12/19/13
Robert K. Weber, City Attorney Date

1. Name of Organization	2. Project Title:
City of Racine – Health Department	Multijurisdictional implementation of beach redesigns to improve water quality and restore habitat
3. Brief Summary of the Project: Please include: 1) the problem the project intends to address, 2) the activities your organization will conduct for this project, and 3) the outcomes you hope to achieve and the expected impact on Lake Michigan water quality. The summary should fit in this box.	
<p>Recreational water quality at Lake Michigan bathing beaches in Southeastern Wisconsin is under duress. All five Lake Michigan beaches in the City of Kenosha and two beaches in Milwaukee County are currently listed on the State of Wisconsin’s 303(d) list of impaired waters due to excess risk of pathogen exposure. Further, some shoreline areas in Racine County are no longer designated for swimming due to lack of public access and persistent poor water quality. Water quality impairment threatens public health, lowers quality of life, reduces available recreation days, decreases tourism potential and mars the reputation of this region. Although there are many examples of poor water quality at bathing beaches in Southeastern Wisconsin, projects implemented at Bradford Beach in the City of Milwaukee and at North Beach in the City of Racine have demonstrated that water quality improvements can be achieved through science-based outcomes, e.g. identifying sources of pollution and instituting site specific restoration and best management practices designed to decrease their impact.</p> <p>Beginning in 2010, a 3-year study (GLRI 2010) was conducted by the Racine Health Department laboratory at 19 unmonitored or impaired beaches in Southeastern Wisconsin to determine sources of fecal contamination. Sources of pollution varied by beach; however, some were overarching at all beaches including localized stormwater runoff, nuisance wildlife, contaminated sediments and in some instances excessive <i>Cladophora</i> (algal) blooms. For example, at Simmons Island Park in the City of Kenosha, water quality standards were exceeded twice as often on the south end of the beach when gulls were present compared to when absent. Additional sources contributing to poor Great Lakes water quality include tributaries, stormwater outfalls and areas of eroded shoreline. Once pollution sources have been identified, site specific restoration and best management practices can be instituted for the targeted reduction of fecal indicator bacteria.</p> <p>Project activities are centered on the implementation of engineered improvements and the development of best management practices (BMPs) based on the accumulated sanitary survey data. Site specific beach redesign plans have been crafted based upon these study results. Eichelman and Simmons Island Parks in the City of Kenosha and Samuel Meyers Park in the City of Racine were selected based on the likelihood of a successful outcome, the level of interest displayed by the municipality, and the benefit of the restoration to the community. These beaches are currently 303(d) listed. All design elements are site specific, science-driven and crafted to meet individual community need (i.e. the Simmons Island plan integrates itself into the parks master plan for that location). However, common modifications include naturalizing the shoreline, providing beach nourishment, reducing nuisance wildlife through habitat modifications and managing local storm water runoff with the goals of improving Lake Michigan water quality and restoring coastal habitat. For instance, beach dunes (a natural coastal feature) have the capability of aiding in the infiltration of runoff as well as deterring gulls and other shorebirds from loafing on the beach. While these plans cannot address all sources of bacterial contamination, such as tributary contributions, research indicates significant water quality benefits can be realized by removing localized sources at the beach. Final approvals of beach redesign and construction plans have been secured in Racine and are in the process of being approved in Kenosha (also funded through a Great Lakes Restoration Initiative (GLRI) grant; 2011). These plans have been developed in phases such that portions of the work can be done as funding becomes available, allowing communities to proceed at their own pace while ensuring that the project is completed in its entirety.</p> <p>Partial implementation funding for this project has been secured as a result of a 2012 GLRI grant award. Initial cost estimates to fully implement the restoration plans at each site ranges from \$416,000 - \$680,000 for materials and permits and upwards of \$560,000 to \$1.07 million if an external labor force is required. Therefore, to fully execute redesign plans at all beaches, additional funds are being sought. This project features multiple partners including the Cities of Kenosha and Racine (fiscal agent) and UW-Parkside. This project represents a multi-partner collaboration between local governments and allows for the sharing of expertise and has broad-based support from local communities and academic institutions as well as volunteer organizations such as the Root Pike Watershed Initiative Network, who will actively participate in the recruitment of volunteers to offset labor costs.</p> <p>Outcomes and expected impacts. Beach redesign plans, when paired with BMPs, should improve water quality/reduce swim bans, restore coastal habitat, increase utility and enhance aesthetics. This project represents a large investment however the return on this “blue investment” are even greater: improved near shore Lake Michigan water quality, enhanced public access and recreational opportunities (inclusive of those who are mobility challenged), protection of public health, and shoreline habitat restoration. These actions will lead to improved quality of life in this region and aid in sustainable socio-economic development.</p>	

Multijurisdictional Beach Restoration Project Narrative - 2013

1. History and description of the organization (1-2 paragraphs)

The Racine Health Department (RHD) provides a variety of Level III clinical, laboratory, environmental health and public health education services. As part of the Racine Health Department, the Laboratory has primary responsibility for environmental monitoring and the assessment of a variety of aqueous environments within the City of Racine and SE WI including coastal recreational water, tributaries, and storm water. In order to carry out this task, the lab retains a highly qualified staff that is committed to maintaining the integrity of our water resources. Areas of staff expertise include: geosciences, freshwater sciences, public health, environmental microbiology and molecular microbiology.

Recent initiatives by the RHD Laboratory include developing monitoring programs, identifying pollution sources, and recommending remediation or best management practices at coastal recreational areas and beaches within the City of Racine and across multiple jurisdictions throughout the States of WI and IL via contractual agreements and grant funded activities. We also conduct physical, chemical and microbial assessments on storm water, inland lakes and watersheds in an effort to protect human health through the development of site appropriate restoration activities, including support of watershed restoration planning initiatives. Current watershed monitoring projects include the Root, Pike and Wind Point Watersheds. We work closely with area partners, sharing our monitoring results and encouraging a community approach to preserving and enhancing the quality of the Great Lakes and its associated tributaries. Examples of our partners include: the Cities of Kenosha, S. Milwaukee, Oak Creek and St. Francis; UW-Oshkosh, UW-Parkside; UW-Milwaukee (College of Health Sciences and School of Freshwater Sciences); WDNR; The SE WI and Bay Lake Regional Planning Commissions; the Root-Pike Watershed Initiative Network and the Alliance for the Great Lakes. In addition to engaging local partners, the laboratory also participates in issues surrounding water quality monitoring on a regional and national scale; working with the US EPA to develop the Beach Sanitary Survey Tool for the Great Lakes (which has led to the release of over \$20 million dollars for pollution source identification and remediation through the GLRI RFP process), guidance documents (predictive models and rapid analytical methods) and recommendations regarding ecosystem services indicators for rivers.

2. Project overview

Recreational water quality at Lake Michigan bathing beaches in Southeastern Wisconsin is under duress. All Lake Michigan beaches in the City of Kenosha and two of the beaches in southern Milwaukee County are currently listed on the State of Wisconsin's 303(d) list of impaired waters due to excess risk of pathogen exposure. Furthermore, some shoreline areas in Racine County are no longer designated for swimming due to lack of public access and persistent poor water quality. Water quality impairment threatens public health, lowers quality of life, reduces available recreation days, decreases tourism potential and mars the reputation of this region. A 2010 survey of residents in Kenosha and Racine Counties conducted by Root-Pike Watershed Initiative Network and the University of Wisconsin-Extension found that the majority of people (77%) described beach closures/advisories as a problem in their community. Furthermore, most respondents agreed or strongly agreed that economic stability (72%) and community quality of life (75%) depends upon good water quality (<http://www.rootpikewin.org/images/stories/stormwater/SummaryReport.pdf>).

Unequivocally, ***good water quality is central to sustainable socio-economic development.*** Although there are many examples of poor water quality at bathing beaches in Southeastern Wisconsin, projects implemented at Bradford Beach in the City of Milwaukee and at North Beach in the City of Racine have demonstrated that water quality improvements can be achieved through science-based outcomes, e.g. identifying sources of pollution and instituting site specific restoration and best management practices

designed to decrease their impact. Improved water quality has led to increased usage, small business opportunities and recognition for these communities. For example, USA Today named North Beach one of 51 Great American Beaches in 2012 (<http://travel.usatoday.com/destinations/story/2012-05-27/Just-for-summer-51-great-beaches/55220960/1>). Recognition has not come easily for Racine. Determining site specific mitigation measures was the result of several years of intensive monitoring.

The Great Lakes Restoration Initiative has allowed us to capitalize on our success at North Beach by providing funds for additional assessments at underutilized City of Racine coastal recreational areas as well as several other locations in neighboring communities. A 3-year study began in 2010 at 19 unmonitored or impaired beaches in Southeastern Wisconsin to determine sources of fecal contamination (GLRI FY2010, study duration 2010 – 2012). Sources of pollution varied by beach; however, some were overarching at all beaches including localized stormwater runoff, nuisance wildlife, contaminated sediments and in some instances excessive *Cladophora* (algal) blooms. For example, at Simmons Island Park in the City of Kenosha, water quality standards were exceeded twice as often on the south end of the beach when gulls were present compared to when absent (it has been hypothesized that gulls transfer their feces directly in the water and through sediments as an intermediary, subsequently transferred to nearshore water). Additional sources contributing to poor Great Lakes water quality include tributaries, stormwater outfalls and areas of eroded shoreline. Pollution sources have been identified at Sam Myers, Simmons Island and Eichelman Parks. Site specific restoration and best management practices have been recommended for the targeted reduction of fecal indicator bacteria (FIB) and are ready for implementation. Best management practices include both passive (modifications to the beach environment) and active (regular maintenance such as beach grooming) approaches.

The proposed multijurisdictional beach restoration project is ***relevant to the mission of the Fund for Lake Michigan***, i.e. it is ***supportive of local efforts*** to enhance the health of Lake Michigan and its shoreline for the benefit of human and ecosystem health. This will be accomplished through habitat preservation, restoration, and the reduction of pollutants. These ***science-based***, on the ground, beach restoration projects will have direct and quantifiable impacts in improving the quality and utilization of coastal water resources in two of the five largest communities in the State of Wisconsin.

Project activities are centered on the implementation of engineered improvements and the development of best management practices (BMPs) based on the accumulated sanitary survey data. Site specific conceptual beach redesign plans have been crafted based upon these study results at three of the 19 2010 GLRI study locations: Eichelman and Simmons Island Parks in the City of Kenosha and Samuel Meyers Park in the City of Racine. These sites were selected based on the likelihood of a successful outcome, the level of interest displayed by the municipality, and the benefit of the restoration to the community. All these beaches are currently 303(d) listed. All design elements are site specific, science-driven and crafted to meet individual community need (i.e. the Simmons Island plan integrates itself into the parks master plan for that location). However, common modifications include naturalizing the shoreline, providing beach nourishment, reducing nuisance wildlife through habitat modifications and managing local storm water runoff with the ***goals of improving Lake Michigan water quality and restoring coastal habitat***. For instance, beach dunes (a natural coastal feature) have the capability of aiding in the infiltration of runoff as well as deterring gulls and other shorebirds from loafing on the beach. The use of tall vegetation and dunes has been successfully employed at other Great Lake beaches to improve water quality and restore habitat, e.g. North Beach in Racine, WI. While these plans cannot address all sources of bacterial contamination, such as tributary contributions, research indicates significant water quality benefits can be realized by removing localized sources at the beach. However, sources from the greater watershed are being prioritized in the context of broader assessments as part of the restoration planning process.

Objectives to meet these goals include:

- Finalizing redesign plans (see pages 6 – 8 of this narrative), using a phased approach and integrating the design elements into any existing municipal plans, such as Parks Master Plans
- Finalizing EOPCC cost estimates for each phase of the restoration
- Working with local communities to secure any necessary WDNR and USACE permits prior to construction, if/when required
- Helping local communities prepare bid documents
- Holding public meetings to relay the redesign plans and implementation timeline
- Generating volunteer support to reduce costs related to invasive species removal, planting of native species and maintenance of rain gardens
- Beginning, or continuing, invasive plant species identification and removal as a first step in the restoration process
- Continuing targeted monitoring as needed to refine/inform scope of select design elements
- Implementing design elements to the full capacity of existing funds and continually seek out additional funds to ensure that the projects progress through to completion
- Developing a site specific best management practices guide for each site receiving restoration dollars to ensure sustainable management of the resource

Outcomes and expected impacts. Beach redesign plans, when paired with BMPs, should improve water quality/reduce swim bans, restore coastal habitat, increase utility and enhance aesthetics. For example, beach modifications will increase habitat for desirable species and decrease the presence of nuisance wildlife. Furthermore, this project will remove invasive species such as *Phragmites australis*, *Lythrum salicaria* (purple loosestrife) and other non-indigenous species where present. Stands of invasive species next to Lake Michigan are troublesome; close proximity to the lake provides a vector for plants to transport seeds and foul other areas along the shoreline. Additionally, lake levels are at an all time low, exposing substantial portions of lakebed which provides ample opportunities for the spread of invasive species. Addressing invasive species is timely, prudent and needed prior to implementing other restoration measures. This project represents a large investment however the return on this “blue investment” are even greater: improved near shore Lake Michigan water quality, enhanced public access and recreational opportunities (inclusive of those who are mobility challenged), protection of public health, and shoreline habitat restoration. These actions will lead to improved quality of life in this region and aid in sustainable socio-economic development.

A project of this scope, while having the potential to reap great benefits, is not without challenges. In order to address these we have engaged community partners through every step of the process, beginning with the initial monitoring that started in 2010. Initial conceptual beach redesign plans have been vetted by the communities and revisions made in order to strike a balance between ecosystem function and the way the spaces are used by the citizens of each community. Where master plans exist, or are being developed, beach redesign elements have been incorporated so that there is one cohesive vision for each coastal recreational site. This process of constant communication between all parties will continue throughout the duration of the project. Plans will be fine tuned, should the need arise, due to permitting requirements, opportunities to leverage additional funds while maintaining the integrity of the concept and where needs of the community might change.

This project features **multiple partners working in collaboration** including the Cities of Kenosha and Racine, the City of Racine Health Department (fiscal agent), the Root-Pike Watershed Initiative Network and the Alliance for the Great Lakes. **Partial implementation funding for this project has been secured as a result of a 2012 GLRI grant award**, a \$500,000 award of which ~\$250,000 is

obligated to direct construction costs at these three sites. These GLRI funds, in addition to covering partial construction funds, provide project oversight and consulting for the implementation of active best management practices needed in order to achieve desired water quality improvements. The Root-Pike Watershed Initiative Network has been contracted to facilitate public meetings and generate volunteer support for restoration activities to reduce project costs. The Alliance for the Great Lakes will mobilize volunteers for habitat assessment, a task it has successfully performed at other coastal recreational locations in SE WI. The Cities of Kenosha and Racine will provide in-kind support through staff time and materials devoted to the restoration process.

Data generated as part of the Fund for Lake Michigan sponsored Root River and Pike River Watershed Assessments will continue to inform water quality results as restoration occurs, as will a stormwater outfall and tributary assessment of the Pike River funded by the WI Coastal Management Program. Data analyzed as a result of these projects will be combined with previous GLRI funded coastal assessments to provide a comprehensive baseline of pre-restoration water quality in the Cities of Racine and Kenosha. Baseline data will provide us with a metric to gauge post-implementation success with respect to improved nearshore surface water quality and acres of habitat restored.

3. Project timeline

- Finalize redesign plans and receive approval from local municipalities: Feb - Sept 2013
- Hold meetings with municipal partners, general public, and volunteers: March – Sept 2013 (initial) and as needed throughout the duration of the project (Sept 13 – Sept 15, ongoing)
- Receive construction cost estimates, segregate design elements into phases, determine in kind support and work with municipalities to define “first steps”: May - Oct 2013
- Begin removal of invasive species (urgent and ongoing): May – Oct 2013
- Continue targeted monitoring to refine/inform scope of select design elements: May - Oct 2013
- Begin permitting process, where needed: Sept - Nov 2013 (initial but ongoing)
- Begin restoration through implementation of design elements, weather permitting: Nov 2013
- Continue implementation of design elements, develop BMP guidance document and conduct post-implementation monitoring: Dec 2013 - Sept 2015

4. Project evaluation

The success of the project will be measured in a variety of ways, some cross cutting at all three sites and other site specific. Examples of metrics used to gauge success include:

- Amount and number of invasive plant species removed
- Acres of coastal habitat restored
- Numbers of loafing gulls reduced
- A reduction in the quantity of storm water runoff to the nearshore waters of Lake Michigan
- Improved recreational water quality
- Enhanced public access
- Incorporation of design elements into larger planning efforts
- Leveraging of additional funds
- Amount of volunteer hours (as a way of estimating public interest and engagement)
- Reduction in beach closures/advisories

5. Outreach

Informing/educating the public about current recreational water quality and the anticipated improvements resulting from the implementation of redesign plans is integral to this project and will be achieved through a series of public meetings alternating between the two communities and lead by

the Root Pike Watershed Initiative Network. City parks are provided as an amenity to the citizens and should be reflective of how they wish to use these public spaces. Although not directly or at least easily measurable, the City of Racine has evidence of increased civic pride in our lakefront and riparian corridor through the many volunteers who participate in various organized activities, including the Make-A-Difference Day and Earth Day. To that end, success of outreach efforts may be measured, in part, by the level of interest generated in project activities. The public is already engaged with the restoration process in Racine. Two educational public meetings have been held at the homes of citizens within the aldermanic district in which Samuel Myers Park is located and 15 volunteers participated in a recent, initial effort to control invasive *Phragmites* species at that same location.

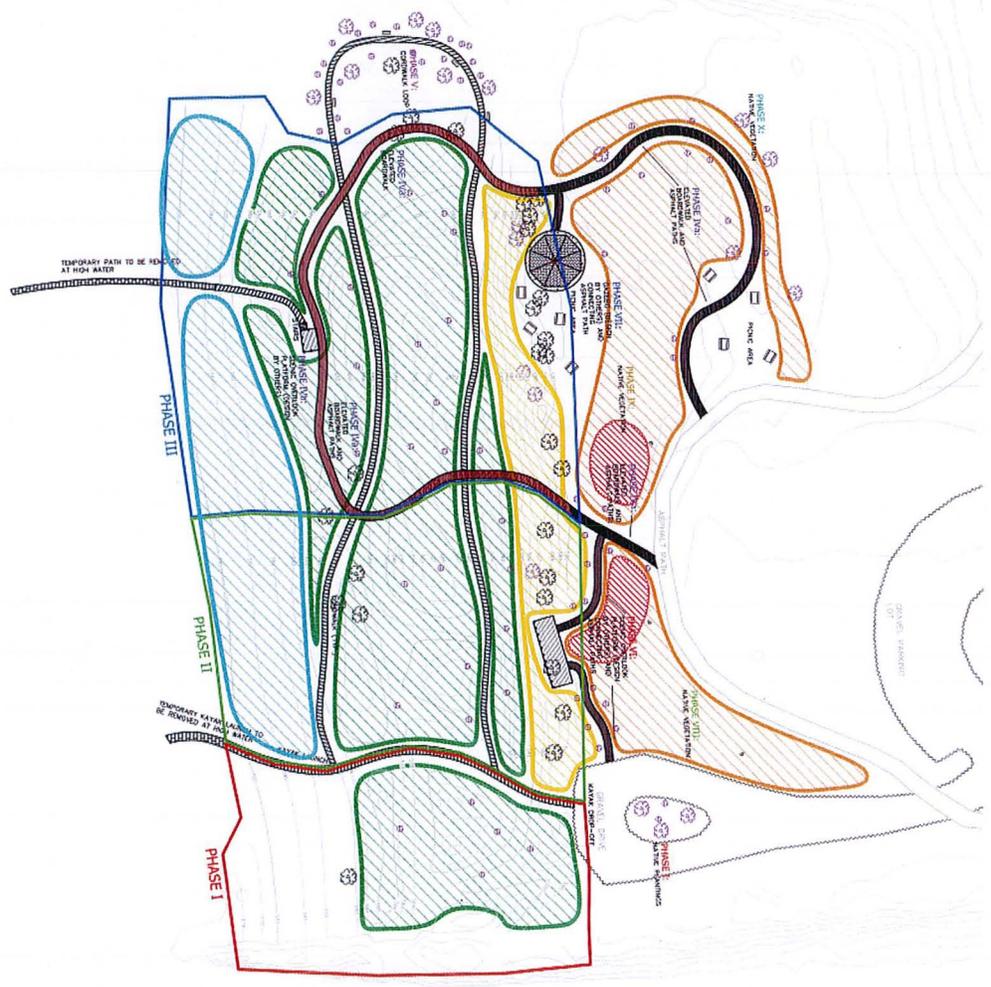
6. Sustainability

Several options exist for continued implementation after the life of this grant. A grant application has been submitted to the Great Lakes Restoration Initiative for the development of an invasive species management and control plan at these and other Great Lakes beaches. Other potential sources of grant funds and/or assistance include the S.C. Johnson Fund, the WI Coastal Management Program, the Root-Pike Watershed Initiative Network, the Racine Community Foundation, the Ozaukee Washington County Land Trust, and local fraternal organizations or businesses. The Cities of Kenosha and Racine can also include restoration activities in their Capital Improvement Plan budgets. Beach locations possessing storm water infrastructure, implicated as a potential source of pollution, can leverage assessed storm water utility dollars for continued monitoring. State programs, i.e. WI DNR Targeted Runoff Management (TRM) Program, WI DNR Urban NPS (UNPS), and WI DNR Storm Water (SW) have also supported watershed/coastal restorative activities.

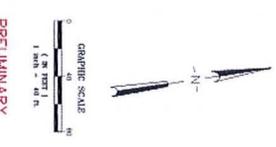
7. Capacity to conduct project

Currently, RHD Laboratory personnel monitor 15 coastal areas, 3 watersheds and 2 tributaries in three Wisconsin counties and have received over \$2.4 million in extramural funding in the past seven years. Our facility works directly with state and federal partner agencies to implement monitoring and assessment programs for the Great Lakes and their associated tributaries, predictive models and rapid laboratory-based molecular methods (aka qPCR). In 2012 the City of Racine was the first community in the nation to routinely regulate bathing beaches using qPCR.

Laboratory personnel also have contractual experience, extended all along the western shore of Lake Michigan and into Canada. The Director has authored numerous local, state, national, and international presentations and publications detailing the utility of sanitary surveys at identifying pollutant sources, including the World Health Organization. We have completed molecular-based DNA fingerprinting projects (as a component of microbial source tracking) in conjunction with university partners, utilized source-tracking techniques to rule in/rule out potential pollutant sources, worked with US EPA Region 5 to develop a predictive modeling instructional DVD, implemented beach best management practices and restoration measures at the local level, and have conducted virtually all types of surface water monitoring projects. This facility has been a State-certified laboratory for over 30 years and has extensive knowledge on the needs and limitations of municipalities, especially in the area of surface water quality related issues. All grant and contractual projects have been completed on-time, per the agreement, and within budget.



- KEY**
- BUTTERNUT/VALEANUS BIRCH
 - WIND WICKER
 - THAMNUS VICTORINUS
 - ONE SWAMP
 - PHASE II: WIND WICKER AND ONE SWAMP TO BE REMOVED BY CITY OF RACINE
 - NEW TREES
 - ZONE CHANGES ARE TO INCLUDE INTERIM PLANTING TO BE DONE AND REVEGETATION BY 2010
 - MORE TREES
 - BENCH
 - BIRD HOUSE

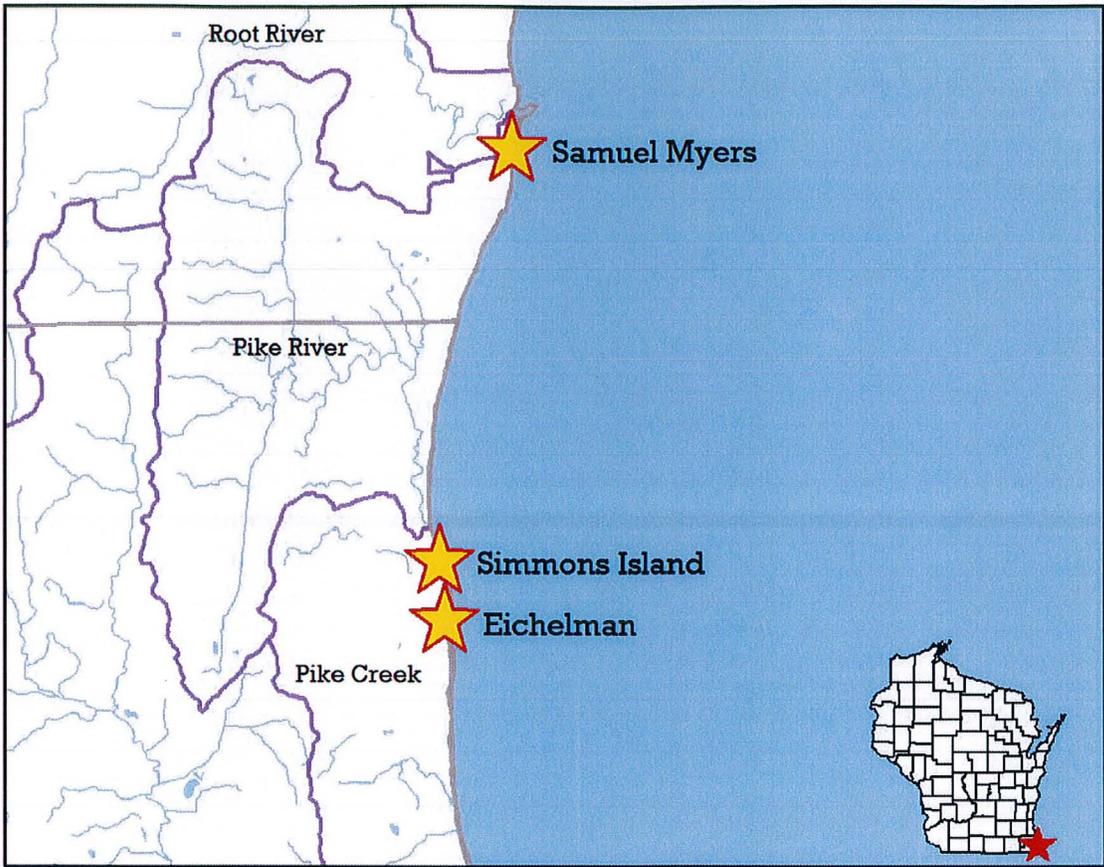


PRELIMINARY LANDSCAPE PLAN

DATE	7-10-12
BY	11-10-2011
SCALE	25'-1"=1'
PROJECT	TR0
CLIENT	BCRA
SHEET	3 OF 3

UW OSHKOSH
SAMUEL MEYERS NATURAL AREA
LAKE STREET
RACINE, WISCONSIN

MILLER ENGINEERS SCIENTISTS
5308 S 12th Street
Shelbyville, WI 53081-8059
Phone 920-458-6164
Fax 920-458-0369
www.startwithmiller.com



Samuel Myers=

Latitude	Longitude
42.71789	87.77999

Simmons Island=

Latitude	Longitude
42.59096	87.81293

Eichelman=

Latitude	Longitude
42.57962	87.81342



Fund for Lake Michigan Budget Template

Grantee Name: City of Racine Health Department		
Project Name: Multijurisdictional implementation of beach redesigns to improve water quality and restore habitat		
Grant Period: September 2013 - September 2015		
Proposed Project Budget	Total Project Budget (2)	Fund for Lake Michigan Share
<i>NOTE: Please add rows for specific line items under each category.</i>		
Salaries and Benefits		
Research Assistant III - Grant Program Coordinator	173,927	45,840
Research Assistant I - Intern	11,348	0
Research Assistant II - Environmental Assessments	42,040	0
Subtotal Salaries and Benefits	227,315	45,840
Materials and Supplies		
<i>Provide a detailed list of any major material purchases.</i>		
Office supplies and postage	150	150
Sampling and analytical supplies	17,000	0
Subtotal Materials and Supplies	17,150	150
Equipment		
<i>Provide a detailed list of any major equipment purchases.</i>		
	0	0
Subtotal Equipment	0	0
Other Direct Expenses		
<i>Provide a detailed list of any other direct expenses.</i>		
Travel and Mileage	10,426	170
Subtotal Other Direct Expenses	10,426	170
Contract Services		
<i>Provide a detailed list of engineering installation costs or other contracted services.</i>		
Public education and outreach	12,000	0
Draft/Final beach redesign and bid ready construction plans	120,000	0
Beach redesign element implementation (4 beaches)	603,000	278,000
Subtotal Contract Services	735,000	278,000
Overhead (1)	0	0
19% of salary/fringe (administrative, IS, telephone, and building complex)		8,710
Subtotal Overhead	0	8,710
Total Project/Program Budget (2)	989,891	332,869

(1) Please explain overhead calculation. Overhead is calculated as 19% of salary and fringe and is used to recoup costs associated with administrative support, IS, telephone, occupancy and facility charges	(2) List other sources of funding. Indicate if the funding is in-kind, pending or secured See detail immediately to right
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Add I Sources of Funding

- Great Lakes Restoration Initiative FY2010 - \$250,000 (secured, completed)
- Great Lakes Restoration Initiative FY2011 - \$412,699 (secured, ongoing)
- Great Lakes Restoration Initiative FY2012 - \$500,000 (secured, ongoing)
- Wisconsin Coastal Management Program FY2011 - \$29,192 (secured, ongoing)
- City of Kenosha - \$5,808 (secured, ongoing)
- Fund for Lake Michigan (City of Kenosha, Pike River) - \$179,509.59 (secured, ongoing)
- City of Racine Parks & Fire Departments to contribute in-kind labor (secured, ongoing)



ENGINEERING DIVISION
SHELLY BILLINGSLEY, P.E.
CITY ENGINEER

CATHY AUSTIN, P.E.
ASSISTANT CITY ENGINEER

KILE KUHLMEY
SOIL EROSION SPECIALIST

STREET DIVISION
JOHN H. PRIJIC
SUPERINTENDENT

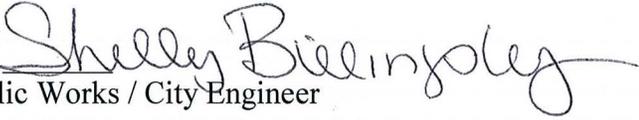
DEPARTMENT OF STORMWATER UTILITY
MICHAEL M. LEMENS, P.E., DIRECTOR
SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

MUNICIPAL BUILDING · 625 - 52ND ST · RM 305 · KENOSHA, WI 53140
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October 2, 2014

To: Patrick Juliana, Chairman
Stormwater Utility Committee

Eric Haugaard, Chairman
Public Works Committee

From: Shelly Billingsley, P.E. 
Deputy Director of Public Works / City Engineer

CC: Jack Rose
District 15

Subject: ***Change Order for Project 14-1139 Forest Park Sanitary and Storm Enhancements (61st Street from 50th Avenue to 46th Avenue and 65th Street from 51st Avenue to 48th Avenue)***

BACKGROUND INFORMATION

Staff is requesting a Change Order for the paving work for the Forest Park Sanitary and Storm Enhancements. Due to the tight schedule for completing the underground utility work of the project the Contractor is requesting to remove the asphalt pavement and replace with concrete. The impact to the overall contract is \$9,253.25 which will be paid from the authorized contingency. Therefore the attached Change Order specifies the removal and/or reduction of quantities from specific line items of the bid and replacement with 7" Concrete Pavement section.

RECOMMENDATION

Approve the Change Order for Project 14-1139 Forest Park Sanitary and Storm Enhancements.

THE CITY OF KENOSHA
CHANGE ORDER

Project Name: Forest Park Sanitary and Storm Enhancements
Project Number: 14-1139
C.I.P. Line Item: SW-10-004 (SWU Funding Impact Only)
Purchase Order #: 141002
Contractor: A.W. Oakes & Son
Public Works Committee Action: **October 6, 2014**
Finance Committee: **N/A**
Date of Common Council Action: **October 6, 2014**

City and contractor agree that the city will add a line item for 7" Concrete Pavement (estimated 9030 SY at 25.65/SY) for \$231,619.50 and reduce the Crushed Aggregate Base Course by 970 tons and remove the 3" Asphaltic Binder Course, 2" Asphaltic Binder Course, and tack for a total amount of \$222,366.25 for a net increase in the contract amount of \$9,253.25 which will be paid for from the contingency of the project therefore award amount will remain the same.

This change order is approved by:

CONTRACTOR

CITY OF KENOSHA, MAYOR

 A.W. OAKES & SON INC.

DATE

DATE

10-2-14

TO: Michael M. Lemens, P.E.
Director of Public Works / Stormwater Utility

FROM: Shelly Billingsley, P.E. *Shelly Billingsley*
Deputy Director of Public Works / City Engineer

SUBJECT: Stormwater Utility Project Status Report

Project #10-1126 Wetland Mitigation Bank - [Wetlands and Waterways Consulting LLC] Technical memo was submitted to DNR and Army Corp. (16)

Project #11-1128 Multi-Plate Pipe Storm Sewer Inspection and Evaluation – [Ruekert-Mielke] Staff is working with consultant on recommendations and cost estimates. (2 and 7)

Project #11-1135 Stormwater Management Plan Development – Staff continues to work through City watershed by watershed. (City wide)

Project #11-1137 Pike River Monitoring (WI Coastal Manag. Grant) – Staff has submitted copies for Draft Report. (1 and 4)

Project #12-1111 Misc. Storm Sewer – Sump Pump Connections – Staff is preparing plans and specs for construction in 2015. (12)

Project #12-1136 Pike River Monitoring (Fund for Lake Michigan Grant) – Staff is reviewing draft report. (1 & 4)

Project #12-1140 Detention Basin Certifications – [Clark Dietz] – Staff is making final corrections to report and will be put on future SWU Committee agenda. (City wide)

Project #13-1012 - Resurfacing I – [Stark] Waiting for Closeout Documents. [Lincoln Road intersection at 28th Avenue, Lincoln Road intersection at 22nd Avenue, 70th Street from 39th Avenue to 40th Avenue] (Stormwater Utility funding also) (13, 15)

Project #13-1013 -CDBG Resurfacing – [Stark] Waiting for Punchlist Completion. [13th Court from Washington Road to 43rd Street, 41st Street from 22nd Avenue to 350 ft. east of 21st Avenue] (Stormwater Utility funding also) (6)

Project #13-1016 Resurfacing III – [Cicchini] Waiting for Punchlist Completion. [34th Ave from 86th Place to 88th Place, 44th Avenue Cul-de-Sac south of 87th Place, 87th Place Cul-de-Sac west of 42nd Avenue, 26th Avenue from 34th Street to 31st Street, 40th Street from Sheridan Road to 8th Avenue] (Stormwater Utility funding also) (1, 6, 9, 14)

Project #13-1208 - Sidewalk and Curb and Gutter – [AW Oakes] Waiting Closeout Documents. (Public Works funding also) (Citywide)

Project #14-1012 – Resurfacing Phase I – [Payne & Dolan] Storm Sewer work, Removals and milling are complete. Concrete work is underway. Binder on 18th Avenue is complete and waiting for new manhole risers before asphalt surface [18th Avenue from 67th to 69th Street, 68th Avenue from 52nd Street to 1000' North and 51st Street from 68th Avenue to 700' West] (12, 16)

Project #13-1417 - Tree Removal – Project underway. (Parks funding) (Citywide)

Project #14-1131 – Curb and Gutter Repair Program – [AW Oakes] Project started on May 29 and is approximately 90% complete. (Stormwater Utility funding also) (Citywide)

Project #13-1132 – River Crossing Swale Restoration Phase II – No bids were received will re-advertise in Spring of '15. (17)

Project #13-1133 – Oil Drop-Off Structures – Street Division Personnel will be constructing shelters in winter when time allows for installation in spring. (2,15)

Project #14-1139 Forest Park Sanitary and Sewer Enhancements– [AW Oakes] –Requesting a change order to convert the new asphalt pavement to concrete pavement. Sanitary Sewer work is anticipated to begin Oct 3. [61st Street: 46th to 50th Avenue and 65th Street: 48th to 51st Avenue] (15)

Design Work- Staff is working on the following projects: Sump Pump Priorities, SWPPP Updates, Website Design, GPS Data Forms, Storm Sewer Investigation for Roadway Projects, Permit Compliance, SWU Reporting, Pollution Prevention Structures, Stormwater Management Facility Inspections, Miscellaneous Storm Sewer, projects for contractor and SWU crews, Yardwaste coupons