

REQUEST FOR PROPOSAL

ST. CROIX VALLEY BUSINESS INCUBATOR

December 11, 2015



General Information

A local partnership consisting of the City of River Falls, River Falls Economic Development Corporation, University of Wisconsin-River Falls, and the Chippewa Valley Technical College was awarded a \$1.4 million grant to construct a business incubator to serve the St. Croix Valley region. The St. Croix Valley Business Incubator (SCVBI) is an exciting opportunity for a professional services firm to support a high profile, regionally impactful economic development project.

The U.S. Economic Development Administration (EDA) Investments for Public Works and Economic Development Facilities grant will fund up to 50% of the construction of the SCVBI (EDA Investment No. 06-01-06004). The West Central Wisconsin Regional Planning Commission (WCWRPC) has been hired to assist with the administration of the EDA grant.

The Incubator will be constructed in the newly created Sterling Ponds Corporate Park on the north end of the City of River Falls in St. Croix County. This multi-use facility will be designed as a hybrid entrepreneurial center, housing 24 small or start-up businesses, and offering business incubation, workforce training, and business acceleration services. It will provide a lasting impact for both the regional economy and as a hub for generating future business activity.

Background

The St. Croix Valley Business Incubator project consists of the new construction of a 31,259 total square foot pre-engineered steel building. Below is a detailed breakdown by square foot of the facility's first and second story preliminary floor plans.

Function	Qty	Unit Sq. Ft.	Total Sq. Ft.
Offices			
· Private offices	12	100-200	1,800
· Small conference room	1	260	260
· Reception area/work room	1	360	360
· Open collaborative space	11	97-100	1,184
Common Areas			
· Kitchen/break room	1	348	348
· Miscellaneous open space (halls, etc)	-		3,326
Classroom	1	1,591	1,591
EDC Suite	1	1,082	1,082
Large conference room/boardroom	1	554	554
Warehousing	1	13,182	13,182
Subtotal First Floor			23,687
Office space (2 nd floor)	1	5,322	5,322
Common area (2 nd floor)	1	2,250	2,250
Subtotal Second Floor			7,572
Total Building			31,259

Approximately 13,000 square feet of the complex will be dedicated to general manufacturing. The general manufacturing space has been purposely designed to be flexible so as to not limit the users of the space. The space has been divided into four bays with shared access to a loading dock area. Tenants will

also have access to an elevator with masonry shaft. About 18,000 square feet of the facility will consist of offices and common areas. Part of the office space will be dedicated to the anchor service providers for reception, incubator administration, and programming. There will be large and small conference/training rooms; twelve private offices; and an open, collaborative work area with twelve desks for facility users. The facility will have two sets of restrooms; a kitchen/break room; internet access; private mailboxes; and a 24/7 security system, allowing for tenant access anytime.

Scope of Work

The work to be performed by the Consultant team will include all architectural and engineering services required for the construction of the facility. The scope of work will be in a single, not to exceed, contract. Included with this request for proposals is information from the Partners' EDA application and EDA grant award.

- Checklist of Documents for Bid-Advertisement
- EDA Contracting Provisions for Construction Projects
- Preliminary Engineering Report
- Attachment 23 of EDA Grant Application (Preliminary Site Plan, Elevations, and Floor Plans)
- Attachment 24 of EDA Grant Application (Engineer's Preliminary Opinion of Cost)

Proposals should address the ability of the bidder to comply with the requirements contained in the attached Checklist and EDA Contracting Provisions requirements.

Proposals should also include the following scope of work, as a minimum. The Consultant shall identify a detailed scope in the proposal as part of their understanding and approach to the project.

Project Design:

- The Consultant will work with project partner representatives to develop a complete set of project design drawings and technical specifications.

Project Award:

- The Consultant will work with the WCWRPC to ensure compliance with the federal requirements identified in the attached Checklist of Documents for Bid-Advertisement, including the suggested and required bid package documents (Tables I & II) and the development of the package for EDA approval/processing *prior to advertisement* (Table III).

Construction Administration:

- The Consultant will work with the WCWRPC to ensure compliance with the federal requirements identified in the attached EDA Contracting Provisions for Construction Projects.
- The Consultant shall provide administration of the contract for construction as set forth in AIA document A201, General Conditions of the Contract for Construction, current as the date of the Consultant/Owner agreement.

Schedule Requirements

The Partners are intending for occupancy of the building by December 31, 2016. The following schedule provides a suggested timeframe to accomplish work in accordance with this goal. Please include a proposed schedule in your proposal. A schedule will be finalized in consultation with the selected Consultant to insure project continuity and achieve the best results in a reasonable period of time.



January 4, 2016 Proposals Due at City Hall by 4:00 p.m.
 January 12, 2016 Consultant Approved by City Council
 January 13, 2016 P.O. Issued for Professional Services
 By January 22, 2016 Conference Call with EDA on Federal Requirements
 January 27, 2016 Preliminary Plans Submitted
 February 1, 2016 Preliminary Comments Returned
 February 10, 2016 Submittal of 90% Complete Plans and Specifications
 February 15, 2016 90% Complete Plans and Specifications Comments Returned
 February 22, 2016 Final Plans and Specifications Available for Distribution
 By May 20, 2016 EDA Review of Final Bids/Spec
 May 26, June 2, and 9, 2016 Advertise for Construction Services
 June 13, 2016 Bids for Construction Service Due at City Hall by 4:00 p.m.
 June 14, 2016 Open Bids at City Hall 10:00 a.m.
 June 21, 2016 Review of Bids Complete and Recommendation Made to City Council
 June 28, 2016 Construction Contract Awarded by City Council
 By July 22, 2016 EDA Approval of Contract Award
 August 1, 2016 Construction Begins
 September 30, 2016 Construction Substantially Completed
 November 18, 2016 Punch List for Interior/ADA Completed
 December 31, 2016 Occupancy Permit Issued by City
 May 1, 2017 Punch List for Exterior Improvements Completed
 June 1, 2017 Final Walk Through by City and Contractor, Project Completed
 July 1, 2017 Final Report Covering All Aspects of Project Submitted to EDA

Fee Proposals

All proposals for professional services shall be either a fixed price or a cost reimbursement with an agreed maximum. The fee shall cover all services necessary for the successful execution of the project, including consultations, surveys, soil investigations, supervision, “as-build” drawings, arrow diagram where applicable, and incidental costs. Proposals should break out fees for the professional services in accordance with the following:

- Basic architect/engineer services (not to exceed prevailing fees for comparable services in the region)
- Inspection services

NOTE: The contract for architect/engineer services may not be based on the use of the cost-plus-a-percentage-of-cost or percentage of construction cost form of compensation.

Other Information to Include

The following information should be included in the proposal:

- Key personnel and roles they will play in the project including expected hours of involvement.
- Past experience of key personnel related to the proposed type of work.
- Any sub-consultants that will or may be utilized on the project.
- Outline of how project management will be provided.

Attachments

- Checklist of Documents for Bid-Advertisement
- EDA Contracting Provisions for Construction Projects
- Preliminary Engineering Report
- Attachment 23 of EDA Grant Application (Preliminary Site Plan, Elevations, and Floor Plans)
- Attachment 24 of EDA Grant Application (Engineer's Preliminary Opinion of Cost)
- Certified Survey Maps of Site (Lot 1)

Information Available from the City of River Falls

The City of River Falls can also provide ArcGIS-based facility mapping for water, sewer, and storm water systems, as well as mapping for physical site features.

Submittals and Questions

All questions regarding the proposals should be directed to:

Scot Simpson
City Administrator
222 Lewis Street
River Falls, WI 54022
(715) 426-3402
ssimpson@rfcity.org

Tobi LeMahieu, Associate Planner
West Central Wisconsin Regional Planning Commission
800 Wisconsin Street, Suite D2-401, Mail Box 9
Eau Claire, WI 54703-3606
(715) 836-2918, ext. 25
tlemahieu@wccwrpc.org

Concise proposals are encouraged. Please submit written proposals no later than 4:00 p.m. on January 4, 2016 to:

Scot Simpson
City Administrator
222 Lewis Street
River Falls, WI 54022

Selection

Consultant will be selected based on an evaluation of the submitted proposals to determine which proposal best meets the objectives of the project. Selection will not be based solely on proposed fees; however, fees will be considered in the overall selection. The following categories will be rated, with the total possible points indicated for each:

- Project approach/detailed work plan/deliverables (40)
- Key personnel and roles (15)
- Previous experience of team members (15)
- Past performance for the City of River Falls (10)
- Ability to meet schedule (10)
- Proposed fees (10)

CHECKLIST OF DOCUMENTS FOR BID-ADVERTISEMENT

RECIPIENT: _____

PROJECT NO: _____

SCHEDULED WORK: _____

The Recipient will be required to provide a certification of compliance with certain EDA requirements. Table I is a list of SUGGESTED documents which may assist the Recipient in documenting its compliance.

TABLE I: SUGGESTED LIST OF BID DOCUMENTS (NOT SUBMITTED FOR REVIEW BY EDA)

BID DOCUMENT	CHKD*	BID DOCUMENT
1. INDEX		10. INSURANCE REQUIREMENTS/CERTIFICATE
2. ADVERTISEMENT FOR BIDS (A)		11. WAGE DECISION- STATE & FEDERAL (A)
3. INFORMATION FOR BIDDERS (A)		12. LIQUIDATED DAMAGES
4. BID FORM LUMP SUM/UNIT PRICE		13. 41 CFR 60.4- GOALS & TIME TABLE (A)
5. BID BOND (B)		14. NOTICE OF AWARD
6. NON-COLLUSION AFFIDAVIT		15. NOTICE TO PROCEED
7. CONTRACT		16. CHANGE ORDER
8. PERFORMANCE BOND (B)		17. GENERAL CONDITIONS
9. PAYMENT BOND (B)		

(A) As suggested evidence of compliance with Federal Wage Rates and Affirmative Action Requirements

(B) As suggested documentation of evidence of compliance with requirements of 15 CFR, Parts 14 or 24.36

TABLE II: DOCUMENTS REQUIRED TO BE INCLUDED IN BID PACKAGE
(NOT SUBMITTED FOR REVIEW BY EDA)

DOCUMENT	CHKD*	DOCUMENT
1. EDA SUPPLEMENTAL GENERAL CONDITIONS		3. CLEAN AIR/WATER CERTIFICATE ED-524**
2. PAYROLL FORM WH-347 OR EQUIVALENT		4. LOBBYING ACTIVITIES DISCLOSURE**

* TO BE CHECKED BY THE RECIPIENT

** FOR CONTRACTS EXCEEDING \$100,000

TABLE III: DOCUMENTS TO BE SUBMITTED IN THE ORDER INDICATED OR (PREFERABLY) IN ONE PACKAGE FOR EDA APPROVAL/PROCESSING PRIOR TO ADVERTISEMENT

DOCUMENTS	REC'D	DOCUMENTS
1. LAND, EASEMENTS & RIGHTS-OF-WAY CERTIFICATE		3. FINAL DRAWINGS
2. TECHNICAL SPECIFICATIONS		4 Bid/ SUMMARY OF SCHEDULED QUANTITIES

COMMENTS:

REVIEWER (EDA): _____

DATE: _____

**U. S. DEPARTMENT OF COMMERCE
ECONOMIC DEVELOPMENT ADMINISTRATION**



**EDA CONTRACTING PROVISIONS
FOR CONSTRUCTION PROJECTS**

These EDA Contracting Provisions for Construction Projects (EDA Contracting Provisions) are intended for use by recipients receiving federal assistance from the U. S. Department of Commerce - Economic Development Administration (EDA). They contain provisions specific to EDA and other federal provisions not normally found in non-federal contract documents. The requirements contained herein must be incorporated into all construction contracts and subcontracts funded wholly or in part with federal assistance from EDA.

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1. **DEFINITIONS**

Agreement – The written instrument that is evidence of the agreement between the Owner and the Contractor overseeing the Work.

Architect/Engineer - The person or other entity engaged by the Recipient to perform architectural, engineering, design, and other services related to the work as provided for in the contract.

Contract – The entire and integrated written agreement between the Owner and the Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

Contract Documents – Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents.

Contractor – The individual or entity with whom the Owner has entered into the Agreement.

Drawings or Plans – That part of the Contract Documents prepared or approved by the Architect/Engineer that graphically shows the scope, extent, and character of the Work to be performed by the Contractor.

EDA - The United States of America acting through the Economic Development Administration of the U.S. Department of Commerce or any other person designated to act on its behalf. EDA has agreed to provide financial assistance to the Owner, which includes assistance in financing the Work to be performed under this Contract. Notwithstanding EDA's role, nothing in this Contract shall be construed to create any contractual relationship between the Contractor and EDA.

Owner – The individual or entity with whom the Contractor has entered into the Agreement and for whom the Work is to be performed.

Project – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

Recipient - An entity receiving Federal financial assistance from EDA, including any EDA-approved successor to the entity.

Specifications – That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

Subcontractor – An individual or entity having direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

Work – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

2. **APPLICABILITY**

The Project to which the construction work covered by this Contract pertains is being assisted by the United States of America through federal assistance provided by the U.S. Department of Commerce - Economic Development Administration (EDA). Neither EDA, nor any of its departments, entities, or employees is a party to this Contract. The following EDA Contracting Provisions are included in this Contract and all subcontracts or related instruments pursuant to the provisions applicable to such federal assistance from EDA.

3. **FEDERALLY REQUIRED CONTRACT PROVISIONS**

- (a) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate (Contracts more than the simplified acquisition threshold - currently fixed at \$100,000. *See* 41 U.S.C. 403(11)).
- (b) Termination for cause and for convenience by the Recipient including the manner by which it will be effected and the basis for settlement (all contracts in excess of \$10,000).
- (c) Compliance with Executive Order 11246 of September 24, 1965, *Equal Employment Opportunity*, as amended by Executive Order 11375 of October 13, 1967 and as supplemented by Department of Labor regulations at 41 C.F.R. chapter 60 (applicable to all construction contracts awarded in excess of \$10,000 by recipients of federal assistance and their contractors or subrecipients).
- (d) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented by Department of Labor regulations at 29 C.F.R. part 3 (all contracts and subgrants for construction or repair).
- (e) Compliance with the Davis-Bacon Act (40 U.S.C. § 3145) as supplemented by Department of Labor regulations at 29 C.F.R. part 5 (construction contracts in excess of \$2,000 awarded by Recipients and subrecipients).
- (f) Compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations at 29 C.F.R. part 5. (construction contracts awarded by Recipients and subrecipients in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers)
- (g) EDA requirements and regulations pertaining to reporting.

(h) EDA requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(i) EDA requirements and regulations pertaining to copyrights and rights in data.

(j) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. § 7606), section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, *Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act With Respect to Federal Contracts, Grants, or Loans*, and Environmental Protection Agency regulations at 48 C.F.R. part 15 (applicable to contracts, subcontracts, and subgrants of amounts in excess of \$ 100,000).

4. **REQUIRED PROVISIONS DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion of correction.

5. **INSPECTION BY EDA REPRESENTATIVES**

The authorized representatives and agents of EDA shall be permitted to inspect all work, materials, payrolls, personnel records, invoices of materials, and other relevant data and records.

6. **EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

(a) The Owner, EDA, or the Comptroller General of the United States, or any of their duly authorized representatives shall, generally until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders that do not exceed \$10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the Owner, EDA, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

7. **CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES**

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in a form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due to the Contractor in accordance with the progress schedule. The Contractor also shall furnish the Owner (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only to determine the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

8. **CONTRACTOR'S TITLE TO MATERIAL**

No materials, supplies, or equipment for the work shall be purchased by the Contractor or by any subcontractor that is subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants and guarantees that he/she has good title to all work, materials, and equipment used by him/her in the Work, free and clear of all liens, claims, or encumbrances.

9. **INSPECTION AND TESTING OF MATERIALS**

All materials and equipment used in the completion of the Work shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. Materials of construction, particularly those upon which the strength and durability of any structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for intended uses.

10. **"OR EQUAL" CLAUSE**

Whenever a material, article, or piece of equipment is identified in the Contract Documents by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard. Any material, article, or equipment of other manufacturers and vendors that will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Architect/Engineer, of equal substance and function. However, such substitution material, article, or equipment shall not be purchased or installed by the Contractor without the Architect/Engineer's written approval.

11. **PATENT FEES AND ROYALTIES**

(a) Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in

the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents.

(b) To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the Owner and the Architect/Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

12. CLAIMS FOR EXTRA COSTS

No claims for extra work or cost shall be allowed unless the same was done in pursuance of a written order from the Architect/Engineer approved by the Owner.

13. CONTRACTORS AND SUBCONTRACTORS INSURANCE

(a) The Contractor shall not commence work under this Contract until the Contractor has obtained all insurance reasonably required by the Owner, nor shall the Contractor allow any subcontractor to commence work on his/her subcontract until the insurance required of the subcontractor has been so obtained and approved.

(b) Types of insurance normally required are:

- (1) Workmen's Compensation
- (2) Contractor's Public Liability and Property Damage
- (3) Contractor's Vehicle Liability
- (4) Subcontractors Public Liability, Property Damage and Vehicle Liability
- (5) Builder's Risk (Fire and Extended Coverage)

(c) **Scope of Insurance and Special Hazards:** The insurance obtained, which is described above, shall provide adequate protection for the Contractor and his/her subcontractors, respectively, against damage claims that may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him/her and also against any of the special hazards that may be encountered in the performance of this Contract.

(d) **Proof of Carriage of Insurance:** The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates, and dates of expiration of applicable insurance policies.

14. **CONTRACT SECURITY BONDS**

(a) If the amount of this Contract exceeds \$100,000, the Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the Contract price as security for the faithful performance of this Contract and also a payment bond in an amount equal to one hundred percent (100%) of the Contract price or in a penal sum not less than that prescribed by State, Territorial, or local law, as security for the payment of all persons performing labor on the Work under this Contract and furnishing materials in connection with this Contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law. Before final acceptance, each bond must be approved by EDA. If the amount of this Contract does not exceed \$100,000, the Owner shall specify the amount of the payment and performance bonds.

(b) All bonds shall be in the form prescribed by the Contract Documents except as otherwise provided in applicable laws or regulations, and shall be executed by such sureties as are named in the current list of *Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies* as published in Treasury Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act. Surety companies executing the bonds must also be authorized to transact business in the state where the Work is located.

15. **LABOR STANDARDS - DAVIS-BACON AND RELATED ACTS**
(as required by section 601 of PWEDA)

(a) **Minimum Wages**

(1) All laborers and mechanics employed or working upon the site of the Work in the construction or development of the Project will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act at 29 C.F.R. part 3, the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor, which is attached hereto and made a part hereof, regardless of any contractual relationship that may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 C.F.R. § 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the

rate specified for each classification for the time actually worked therein, provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates determined under 29 C.F.R. § 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) (i) Any class of laborers or mechanics to be employed under the Contract, but not listed in the wage determination, shall be classified in conformance with the wage determination. EDA shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(A) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(B) The classification is utilized in the area by the construction industry; and

(C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and EDA or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by EDA or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210.

(iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and EDA or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), EDA or its designee shall refer the questions, including the views of all interested parties and the recommendation of EDA or its designee, to the Administrator for determination.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(2)(ii) or (iii) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(b) Withholding

EDA or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper employed or working on the site of the Work in the construction or development of the Project, all or part of the wages required by the Contract, EDA or its designee may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. EDA or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(c) Payrolls and basic records

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the Work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the Work in the construction or development of the Project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, the plan or program is financially responsible, and the plan or program has been communicated in writing to the laborers or mechanics affected, and provide records that show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of

apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2) (i) For each week in which Contract work is performed, the Contractor shall submit a copy of all payrolls to the Owner for transmission to EDA or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose. It may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402; or downloaded from the U.S. Department of Labor's website at www.dol.gov/esa/forms/whd/index.htm. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors

(ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(A) That the payroll for the payroll period contains the information required to be maintained under 29 C.F.R. § 5.5(a)(3)(i) and that such information is correct and complete;

(B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 C.F.R. part 3;

(C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 14(c)(ii) of this section.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18 and section 231 of Title 31 of the U.S. Code.

(3) The Contractor or subcontractor shall make the records required under paragraph 15(c)(1) of this section available for inspection, copying, or transcription by authorized representatives of EDA or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them

available, EDA or its designee may, after written notice to the Contractor or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. part 5.12.

(d) Apprentices and Trainees.

(1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a Project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees. Except as provided in 29 C.F.R. § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program that has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and

Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, *Equal Employment Opportunity*, as amended, and 29 C.F.R. part 30.

(e) **Compliance with Copeland Anti-Kickback Act Requirements.** The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 276(c)) as supplemented by Department of Labor regulations (29 C.F.R. part 3, "Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States"). The Act provides that the Contractor and any subcontractors shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled. The Owner shall report all suspected or reported violations to EDA.

(f) **Subcontracts.** The Contractor and any subcontractors will insert in any subcontracts the clauses contained in 29 C.F.R. §§ 5.5(a)(1) through (10) and such other clauses as EDA or its designee may require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. part 5.5.

(g) **Contract termination; debarment.** The breach of the contract clauses in 29 C.F.R. part 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 C.F.R. § 5.12.

(h) Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in this contract.

(i) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and EDA or its designee, the U.S. Department of Labor, or the employees or their representatives.

(j) Certification of Eligibility.

(1) By entering into this Contract, the Contractor certifies that neither it nor any person or firm that has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).

(2) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

16. **LABOR STANDARDS - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

(a) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which that person is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages, liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or

permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

(c) **Withholding for unpaid wages and liquidated damages.** EDA or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such Contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

(d) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (c) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (c) of this section.

17. **EQUAL EMPLOYMENT OPPORTUNITY**

(a) The Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. chapter 60, which is paid for in whole or in part with funds obtained from EDA, the following equal opportunity clause:

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers representatives of the Contractor's

commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and pursuant to rules, regulations, and orders of the Secretary of Labor and will permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph 17(a) (1) and the provisions of paragraphs 17(a)(1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as EDA or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in or is threatened with litigation with or by a subcontractor or vendor as a result of such direction by EDA or the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(8) The Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally-assisted construction work. Provided, however, that if the Recipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government that does not participate in work on or under the Contract.

(9) The Recipient agrees that it will assist and cooperate actively with EDA and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish EDA and the Secretary of Labor such information as they may

require for the supervision of such compliance, and that it will otherwise assist EDA in the discharge of the EDA's primary responsibility for securing compliance.

(10) The Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by EDA or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Recipient agrees that if it fails or refuses to comply with these undertakings, EDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this EDA financial assistance; refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(b) Exemptions to Above Equal Opportunity Clause (41 C.F.R. chapter 60):

(1) Contracts and subcontracts not exceeding \$10,000 (other than Government bills of lading) are exempt. The amount of the Contract, rather than the amount of the federal financial assistance, shall govern in determining the applicability of this exemption.

(2) Except in the case of subcontractors for the performance of construction work at the site of construction, the clause shall not be required to be inserted in subcontracts below the second tier.

(3) Contracts and subcontracts not exceeding \$10,000 for standard commercial supplies or raw materials are exempt.

18. **CONTRACTING WITH SMALL, MINORITY AND WOMEN'S BUSINESSES**

(a) If the Contractor intends to let any subcontracts for a portion of the work, the Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction, and services.

(b) Affirmative steps shall consist of:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (4) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises;
- (5) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies;
- (6) Requiring each party to a subcontract to take the affirmative steps of this section; and
- (7) The Contractor is encouraged to procure goods and services from labor surplus area firms.

19. **HEALTH, SAFETY, AND ACCIDENT PREVENTION**

(a) In performing this contract, the Contractor shall:

- (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to their health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
- (2) Protect the lives, health, and safety of other persons;
- (3) Prevent damage to property, materials, supplies, and equipment; and,
- (4) Avoid work interruptions.

(b) For these purposes, the Contractor shall:

- (1) Comply with regulations and standards issued by the Secretary of Labor at 29 C.F.R. part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701 – 3708); and
- (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

(c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this Contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 C.F.R. part 1904.

(d) The Owner shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the Work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Owner may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

(e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as EDA, or the Secretary of Labor shall direct as a means of enforcing such provisions.

20. **CONFLICT OF INTEREST AND OTHER PROHIBITED INTERESTS**

(a) No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part hereof.

(b) No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.

(c) The Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the Contract Documents has a corporate or financial affiliation with the supplier or manufacturer.

(d) The Owner's officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, may be involved. Such a conflict may arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest in the Contractor. The Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from the Contractor or subcontractors.

(e) If the Owner finds after a notice and hearing that the Contractor, or any of the Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of the Owner or EDA in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, the Owner may, by written notice to the Contractor, terminate this Contract. The Owner may also pursue other rights and remedies that the law or this Contract

provides. However, the existence of the facts on which the Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.

(f) In the event this Contract is terminated as provided in paragraph (e) of this section, the Owner may pursue the same remedies against the Contractor as it could pursue in the event of a breach of this Contract by the Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, the Owner may pursue exemplary damages in an amount (as determined by the Owner) which shall not be less than three nor more than ten times the costs the Contractor incurs in providing any such gratuities to any such officer or employee.

21. **RESTRICTIONS ON LOBBYING**

(a) This Contract, or subcontract is subject to section 319 of Public Law 101-121, which added section 1352, regarding lobbying restrictions, to chapter 13 of title 31 of the United States Code. The new section is explained in the common rule, 15 C.F.R. part 28 (55 FR 6736-6748, February 26, 1990). Each bidder under this Contract or subcontract is generally prohibited from using federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with this EDA Award.

(b) **Contract Clause Threshold:** This Contract Clause regarding lobbying must be included in each bid for a contract or subcontract exceeding \$100,000 of federal funds at any tier under the EDA Award.

(c) **Certification and Disclosure:** Each bidder of a contract or subcontract exceeding \$100,000 of federal funds at any tier under the federal Award must file Form CD-512, *Certification Regarding Lobbying*, and, if applicable, Standard Form-LLL, *Disclosure of Lobbying Activities*, regarding the use of any nonfederal funds for lobbying. Certifications shall be retained by the Contractor or subcontractor at the next higher tier. All disclosure forms, however, shall be forwarded from tier to tier until received by the Recipient of the EDA Award, who shall forward all disclosure forms to EDA.

(d) **Continuing Disclosure Requirement:** Each Contractor or subcontractor that is subject to the Certification and Disclosure provision of this Contract Clause is required to file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person. Disclosure forms shall be forwarded from tier to tier until received by the Recipient of the EDA Award, who shall forward all disclosure forms to EDA.

(e) **Indian Tribes, Tribal Organizations, or Other Indian Organizations:** Indian tribes, tribal organizations, or any other Indian organizations, including Alaskan Native organizations, are excluded from the above lobbying restrictions and reporting requirements, but only with respect to expenditures that are by such tribes or organizations for lobbying activities permitted by other federal law. An Indian tribe or organization that is seeking an exclusion from Certification and Disclosure requirements must provide EDA with the citation of the provision or provisions of federal law upon which it relies to conduct lobbying activities that would otherwise

be subject to the prohibitions in and to the Certification and Disclosure requirements of section 319 of Public Law No. 101-121, preferably through an attorney's opinion. Note, also, that a non-Indian subrecipient, contractor, or subcontractor under an award to an Indian tribe, for example, is subject to the restrictions and reporting requirements.

22. **HISTORICAL AND ARCHAEOLOGICAL DATA PRESERVATION**

The Contractor agrees to facilitate the preservation and enhancement of structures and objects of historical, architectural or archaeological significance and when such items are found and/or unearthed during the course of project construction. Any excavation by the Contractor that uncovers an historical or archaeological artifact shall be immediately reported to the Owner and a representative of EDA. Construction shall be temporarily halted pending the notification process and further directions issued by EDA after consultation with the State Historic Preservation Officer (SHPO) for recovery of the items. See the National Historic Preservation Act of 1966 (80 Stat 915, 16 U.S.C. § 470) and Executive Order No. 11593 of May 31, 1971.

23. **CLEAN AIR AND WATER**

Applicable to Contracts in Excess of \$100,000

(a) **Definition.** "Facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location, or site of operations, owned, leased, or supervised by the Contractor or any subcontractor, used in the performance of the Contract or any subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the United States Environmental Protection Agency (EPA) determines that independent facilities are collocated in one geographical area.

(b) In compliance with regulations issued by the EPA, 2 C.F.R. part 1532, pursuant to the Clean Air Act, as amended (42 U.S.C. § 7401 *et seq.*); the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 *et seq.*); and Executive Order 11738, the Contractor agrees to:

- (1) Not utilize any facility in the performance of this contract or any subcontract which is listed on the EPA List of Violating Facilities pursuant to 2 C.F.R. part 1532 for the duration of time that the facility remains on the list;
- (2) Promptly notify the Owner if a facility the Contractor intends to use in the performance of this contract is on the EPA List of Violating Facilities or the Contractor knows that it has been recommended to be placed on the List;
- (3) Comply with all requirements of the Clean Air Act and the Federal Water Pollution Control Act, including the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all applicable clean air and clean water standards; and

(4) Include or cause to be included the provisions of this clause in every subcontract and take such action as EDA may direct as a means of enforcing such provisions.

24. **USE OF LEAD-BASED PAINTS ON RESIDENTIAL STRUCTURES**

(a) If the work under this Contract involves construction or rehabilitation of residential structures, the Contractor shall comply with the Lead-based Paint Poisoning Prevention Act (42 U.S.C. § 4831). The Contractor shall assure that paint used on the Project on applicable surfaces does not contain lead in excess of the percentages set forth in Paragraphs (a) and (b) of this section. In determining compliance with these standards, the lead content of the paint shall be measured on the basis of the total nonvolatile content of the paint or on the basis of an equivalent measure of lead in the dried film of paint already applied.

(1) For paint manufactured after June 22, 1977, paint may not contain lead in excess of 6 one-hundredths of 1 percent (.0006) lead by weight.

(2) For paint manufactured on or before June 22, 1977, paint may not contain lead in excess of five-tenths of 1 percent lead by weight.

(b) As a condition to receiving assistance under PWEDA, recipients shall assure that the restriction against the use of lead-based paint is included in all contracts and subcontracts involving the use of federal funds.

(c) **Definitions**

(1) "Applicable surfaces" are those exterior surfaces which are readily accessible to children under seven years of age.

(2) "Residential structures" means houses, apartments, or other structures intended for human habitation, including institutional structures where persons reside, which are accessible to children under seven years of age, such as day care centers, intermediate and extended care facilities, and certain community facilities.

25. **ENERGY EFFICIENCY**

The Contractor shall comply with all standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public L. No. 94-163) for the State in which the Work under the Contract is performed.

26. **ENVIRONMENTAL REQUIREMENTS**

When constructing a Project involving trenching and/or other related earth excavations, the Contractor shall comply with the following environmental constraints:

(1) **Wetlands.** When disposing of excess, spoil, or other construction materials on public or private property, the Contractor shall not fill in or otherwise convert wetlands.

(2) **Floodplains.** When disposing of excess, spoil, or other construction materials on public or private property, the Contractor shall not fill in or otherwise convert 100 year floodplain areas delineated on the latest Federal Emergency Management Agency (FEMA) Floodplain Maps, or other appropriate maps, i.e., alluvial soils on Natural Resource Conservation Service (NRCS) Soil Survey Maps.

(4) **Endangered Species.** The Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of the Contractor, the Contractor will immediately report this evidence to the Owner and a representative of EDA. Construction shall be temporarily halted pending the notification process and further directions issued by EDA after consultation with the U.S. Fish and Wildlife Service.

27. **DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSIONS**

As required by Executive Order 12549, *Debarment and Suspension*, and implemented at 2 C.F.R. part 1326, for prospective participants in lower tier covered transactions (except subcontracts for goods or services under the \$25,000 small purchase threshold unless the subrecipient will have a critical influence on or substantive control over the award), as defined at 2 C.F.R. part 1326.

(1) By entering into this Contract, and by further executing Form CD-512, the Contractor and subcontractors certify, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency.

(2) Where the Contractor or subcontractors are unable to certify to any of the statements in this certification, the Contractor or subcontractors shall attach an explanation to this bid.

See also 15 C.F.R. §§ 14.13 or 24.35, as applicable.

28. **EDA PROJECT SIGN**

The Contractor shall supply, erect, and maintain in good condition a Project sign according to the specifications provided by EDA. To the extent practical, the sign should be a free standing sign. Project signs shall not be located on public highway rights-of-way. Location and height of signs will be coordinated with the local agency responsible for highway or street safety in the Project area, if any possibility exists for obstructing vehicular traffic line of sight. Whenever the EDA site sign specifications conflict with State law or local ordinances, the EDA Regional Director will permit such conflicting specifications to be modified so as to comply with State law or local ordinance.

PRELIMINARY ENGINEERING REPORT

1. Description of Project Components

The proposed business incubator project consists of the new construction of a 31,259 total square foot (26,687 sf 1st floor + 7,572 sf 2nd floor) pre-engineered steel building.

The total project includes:

- site work
 - landscaping;
 - concrete work, including poured grade beam footings with foam insulation (1.5"), column pad, column piers, building slab (6"), curb and gutter, and aprons (5'x5') outside the exterior walk doors;
 - asphalt driveways and parking lots (3"), including gravel base (6" and 8");
 - 440 l.f. 24 ft. wide roadway;
 - 690 l.f. 35 ft. truck roadway;
 - 65 car parking lot (includes 3 ADA stalls);
 - 286 l.f. x 6' wide sidewalk;
 - 1,285 l.f. of curb and gutter;
 - 75 l.f. of 8 in. DIP water main, (combined with the water service-split in mech room);
 - 260 l.f. of 12" RCP stormsewer;
 - 130 l.f. of 15" RCP stormsewer;
 - 120 l.f. of 18" RCP stormsewer;
 - 3 each 2'x3' inlets-storm;
 - 3 each 4' dia. manholes-storm;
 - 6 storm castings;
 - 75 l.f. of 8" PVC sanitary sewer; and,
 - 2 parking lot lights.

- butler pre-engineered steel building including
 - structural steel, Texturewall Panel Wall System (or equivalent);
 - MR-24 Roof System (or equivalent);
 - ceiling insulation (R-35);
 - wall insulation (R-25);
 - Simple Save lining over the insulation (or equivalent);
 - insulated steel exterior walk doors with commercial hardware;
 - interior wood walk doors with commercial hardware;
 - aluminum framed windows in the office areas;
 - exterior aluminum/glass front entry doors, caulking/sealants;
 - steel studs with painted drywall;
 - flooring of carpet/tile;
 - acoustical ceilings;
 - cabinetry;
 - specialties;
 - miscellaneous building materials;
 - erection and carpentry;

- second floor pre-cast concrete floor panels;
- fire suppression system;
- elevator with masonry shaft;
- loading dock including Kelly AFX automatic air dock leveler with a capacity of 30,000 lbs, a lip length of 16” and an operating range of 24” (or equivalent), Kelly Tufseal Dockseal with 22 oz. black vinyl and full brush weather seal kit (or equivalent), dock bumper, and 26 gauge steel composite overhead doors with insulation (R 17.2) and stucco embossed white baked acrylic finish;
- electrical, including all overhead lighting;
- plumbing, including all bathroom fixtures;
- heating, ventilation, and air conditioning (HVAC);
- staking, soil and concrete testing; and,
- telephone/data/alarm systems.

The site is flat, has good soils, and is served by regional stormwater systems that allow “plug and play” connectivity for the site. The construction budget is adequate for the project.

2. A Statement Verifying the Project Components

The project components identified in A.2 are consistent with the *Preliminary Engineering Report*.

3. Sketches of Schematics showing the General Layout and Location

See Attachment #23 for the site plan, elevations, floor plans and *Sterling Pond Corporate Park Stormwater Management Memo*. A few points of clarification:

1. The site plan shows the water and sewer services which are adequately sized for the building.
2. The building is required to have fire sprinklers; the water main is sized correctly to accommodate fire sprinklers. The fire sprinklers were factored into the anticipated site engineering concepts and the size of the mechanical room is shown on the floorplan.
3. Although water, sewer, and storm sewer were not included on the site plan, the exact locations of service terminations and mechanical room were used in determining estimates for construction costs submitted with our application. The site is flat, has good soils, and is served by regional stormwater systems that allow “plug and play” connectivity for the site. After a grant award, a final utility plan will be completed. The construction budget is adequate for the project.
4. The site plan shows the finished floor height and 100-year flood elevation.
5. Pavement cross sections are on the site plan. These cross sections combined with the site plan quantities were used to calculate project estimated costs included in this application.
6. A proposed location for the trash enclosure is on the site plan.
7. The equipment room shown on the floor plan is for the elevator and is adequately sized. A janitor closet is included on the first floor floorplan and is located near the kitchen.

4. Feasibility Analysis for the Constructability of the Project

The proposed project will be constructed in the City of River Falls' newly developed Sterling Ponds Corporate Park. The site is flat with no unique geological features. The site is a finished corporate park lot with utility services provided. See Attachment #2 for the *Business Incubator Feasibility Study*.

5. Proposed Method of Construction

Procurement for construction of the proposed business incubator will occur through a sealed, competitive bid process. This competitive process follows the traditional design/bid/build method.

6. Number of Construction Contracts Anticipated

It is anticipated that one general contractor will be awarded a contract for the entire project.

7. Detailed Construction Cost Estimate for each of the Project Components

See Attachment#24 for the cost estimate which includes a 5% contingency.

The Engineer's Preliminary Opinion of Cost was used in determining the SF-424C budget but does not include the Administration (\$30,000), Equipment (\$75,000), or Contingency line items. The contingency amount listed in the Engineer's Preliminary Opinion of Cost was not the amount used; instead \$135,400 (5% of total allowable costs) was used.

8. If Real Property Acquisition, include a Current Fair Market Value Appraisal

N/A. The proposed project does not require any property acquisition.

9. List of all Permits Required and Current Status

The proposed project requires the following permits:

- State of Wisconsin/City of River Falls Commercial Building Permit – 30-45 days from full plan submittal
- State of Wisconsin/City of River Falls Erosion Control & Stormwater Management Permit – 14 business days from full plan submittal
- Water Resource Application for Project Permits (WRAPP)—14 business days from full plan submittal
- City of River Falls Driveway Permit – 3 days from full plan submittal

None of the permits have been obtained; all necessary permits will be secured if an EDA grant is awarded.

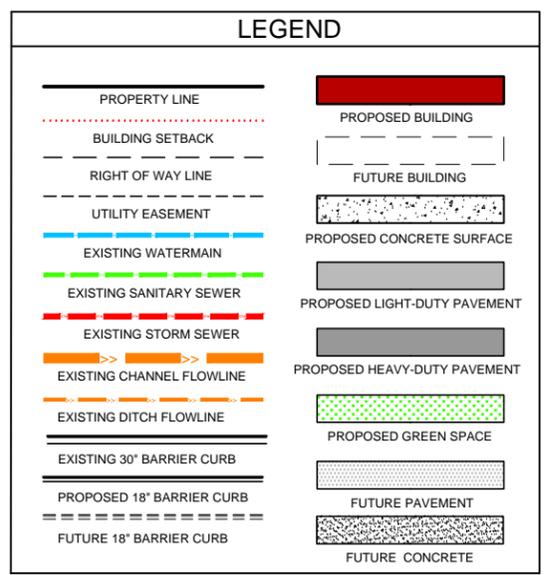
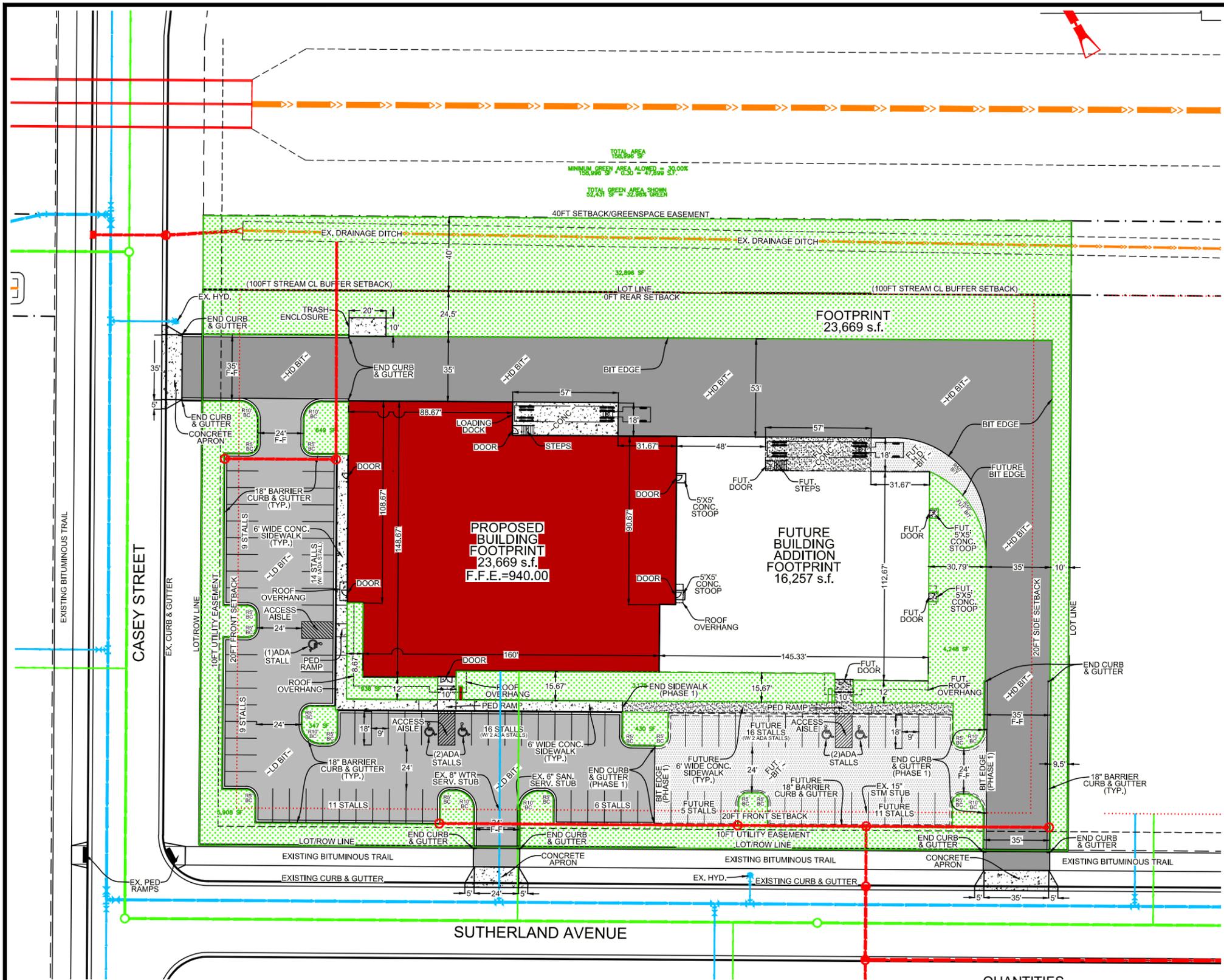
10. An Overall Estimated Project Schedule

The proposed project schedule is as follows:

- i. design period (30-60 days);
- ii. period of time to obtain required permits (30-45 days);
- iii. period of time to obtain any required easements of rights-of-way (N/A);
- iv. solicitation of bids and awarding of contracts (60 days), and
- v. construction period (240 days).

ATTACHMENT #23

**SITE PLAN, ELEVATIONS,
AND FLOOR PLANS**



EXISTING SITE CONDITION NOTE

EXISTING SITE CONDITIONS SHOWN ARE BASED ON DESIGN PLANS FOR STERLING PONDS CORPORATE PARK PHASE 1. CONTRACTOR TO FIELD VERIFY ALL EXISTING SITE CONDITIONS FOR ACCURACY PRIOR TO ANY DEMOLITION, EXCAVATION, OR CONSTRUCTION ACTIVITIES COMMENCING.

SITE DATA NOTES

- SITE LOCATION: LOT 2 OF STERLING PONDS CORPORATE PARK
- CURRENT ZONING = I1 LIGHT INDUSTRIAL
- TOTAL OFF-STREET PARKING STALLS SHOWN = 65 STALLS (PHASE 1) (INCLUDES 3 ADA STALLS) 97 STALLS W/FUTURE EXPANSION (INCLUDES 5 ADA STALLS)
- EXISTING LOT 2 NET AREA = 140,246 s.f. = 3.22 acres
- EXISTING SETBACK AND GREENSPACE EASEMENT = 18,752 s.f. = 0.43 acres
- TOTAL SITE AREA FOR GREENSPACE CALCULATIONS = 158,998 s.f. = 3.65 acres

BUILDING SETBACKS -

FRONT = 20'
 REAR = 0' (40' WITH SETBACK/GREENSPACE EASEMENT)
 SIDE = 20'

MAXIMUM ALLOWABLE IMPERVIOUS LOT COVERAGE = 70%

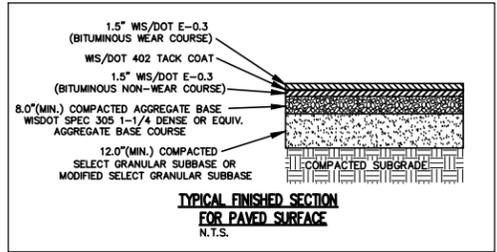
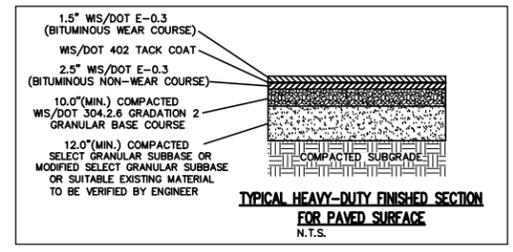
IMPERVIOUS LOT COVERAGE SHOWN ON LOT = 106,567 s.f. = 67% IMPERVIOUS (INCLUDING FUTURE BUILDING & PARKING EXPANSIONS)

GREENSPACE SHOWN = 52,431 s.f. = 33%

- 100 YEAR FLOOD ELEVATION 927 BASED ON FLOOD STUDY APPROVED BY WISCONSIN DEPARTMENT OF NATURAL RESOURCES.
- FINISHED FLOOR ELEVATION (FFE) BASED ON GRADING PLAN FOR STERLING PONDS CORPORATE PARK. CONFIRMATION WILL OCCUR AT FINAL DESIGN.
- PIPE SIZE FOR SPRINKLER BASED ON +54 PSI STATIC AND +1800 GPM @ 27 PSI. CONFIRMATION WILL OCCUR AT FINAL DESIGN
- COST ESTIMATES BASED ON QUANTITIES FROM SITE PLAN AND COSTS FROM RECENTLY COMPLETED PROJECTS IN THE AREA.

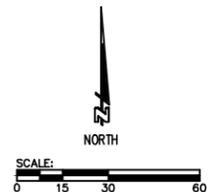
ADA ACCESSIBILITY NOTES

1. ACCESSIBLE ROUTE NOT TO EXCEED 1:20 (5%) SLOPE, WITH 1:48 MAX. CROSS SLOPE.
2. HANDICAP PARKING SPACES & ACCESS AISLES SHALL NOT EXCEED 1:48 MAX. SLOPE IN ANY DIRECTION.
3. ADA PARKING SPACES SHALL BE A MIN. OF 96" AND ACCESS AISLES A MIN. OF 60". TWO ADJACENT PARKING SPACES MAY SHARE A COMMON ACCESS AISLE. VAN ACCESS AISLES SHALL BE A MIN. OF 96".
4. EACH HANDICAP PARKING SPACE SHALL BE PROVIDED WITH A HANDICAP PARKING SIGN.



QUANTITIES

HEAVY-DUTY PAVEMENT	28,984 S.F.
LIGHT-DUTY PAVEMENT	20,409 S.F.
CONCRETE SIDEWALK	1,846 S.F.
LOADING DOCK CONCRETE	1,024 S.F.
CONCRETE APRON	1,239 S.F.
CURB	1,285 L.F.
WATER 8" DIP	75 L.F.
SANITARY SEWER 6" PVC	75 L.F.
STORM SEWER 12"	260 L.F.
STORM SEWER 15"	130 L.F.
STORM SEWER 18"	120 L.F.
STORM SEWER CASTINGS	6



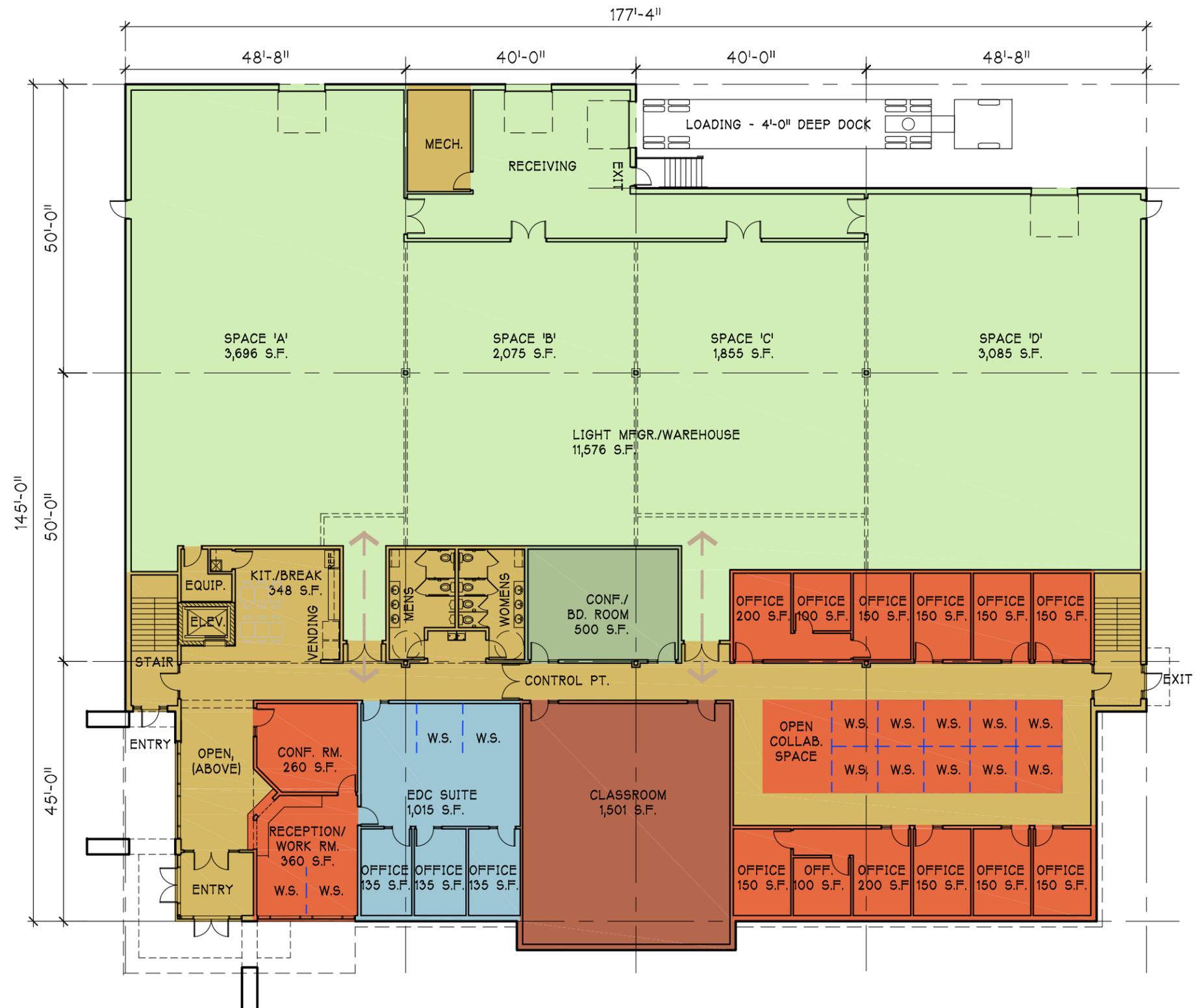
PROJECT:	INCUBATOR BUILDING DERRICK CONSTRUCTION
CITY:	CITY OF RIVER FALLS, ST CROIX COUNTY, WI
SHEET NO.:	3
DATE:	11/13/14
DESIGNER:	KLJ
CHECKED BY:	KLJ
DRAWN BY:	DOK
DWG FILE:	5008-035-C3L-S1E
REF FILE:	C35008-035-041-3
JOB NUMBER:	5008-035
RELEASED FOR REVIEW:	KLJ
REVISION DESCRIPTION:	

BRANCH OFFICE: 2920 Faber Street, Suite 101, Madison, WI 53705, Tel: 715-981-8277

CORPORATE OFFICE: 408 Technology Drive East, Suite 101, Menomonie, WI 54751, Tel: 715-282-8490

authconsulting.com

A.C.A. Auth-Consulting/associates
Soil Land Surveying a division of A.C.A.

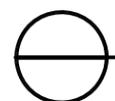


GROSS BUILDING AREAS:

- | | |
|---|---|
|  OFFICES
3,604 s.f. |  CLASSROOM
1,591 s.f. |
|  COMMON
3,674 s.f. |  EDC SUITE
1,082 s.f. |
|  WAREHOUSE
13,182 s.f. |  CONFERENCE ROOM
554 s.f. |



12/4/14

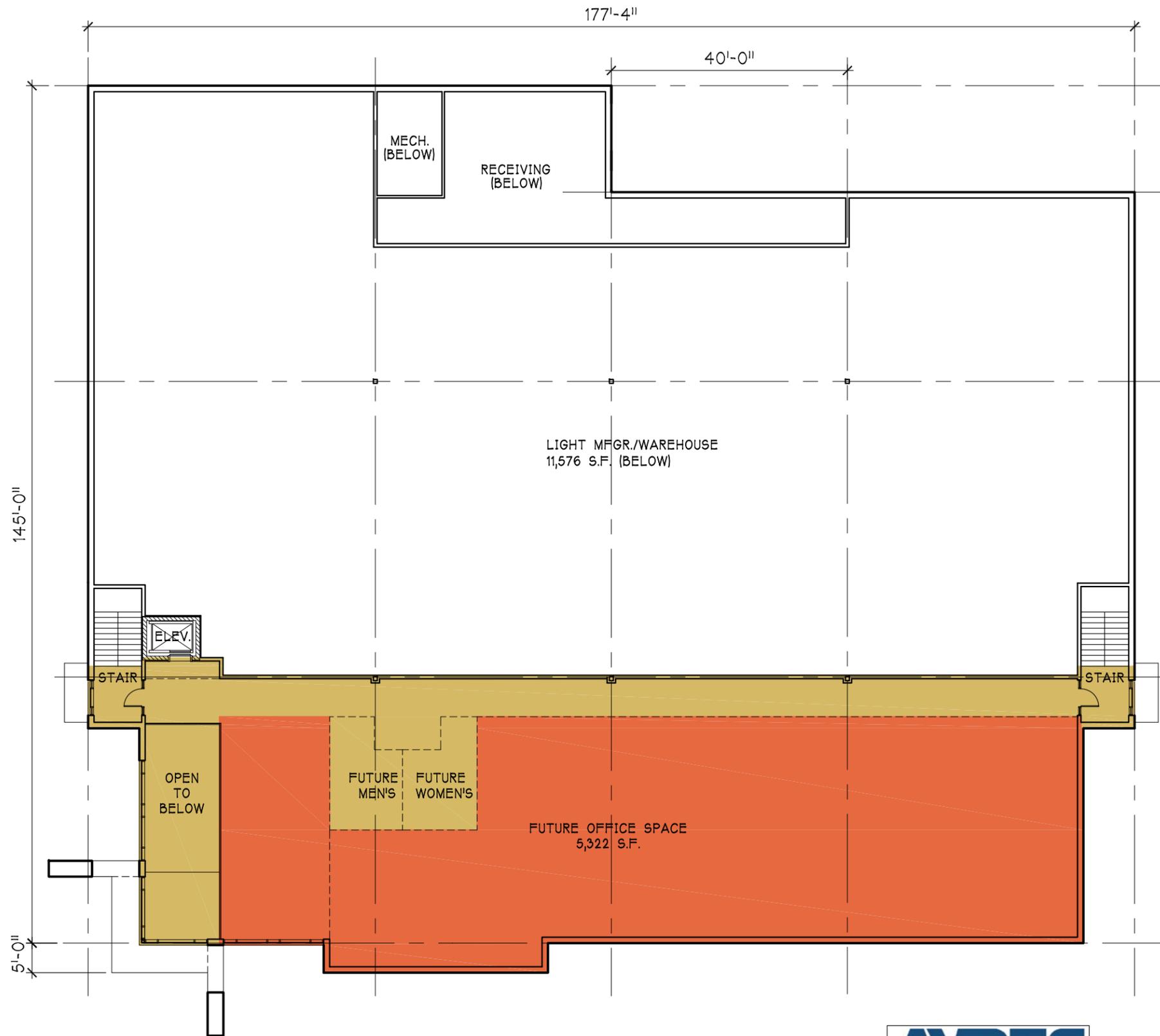


FIRST FLOOR PLAN - OPTION #4

SCALE: NOT TO SCALE

23,687 S.F.
TOTAL BLDG. = 31,259 S.F.



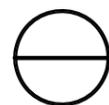


GROSS BUILDING AREAS:

- OFFICES
5,322 s.f.
- COMMON
2,250 s.f.



12/4/14



SECOND FLOOR PLAN - OPTION #4

SCALE : NOT TO SCALE

7,572 S.F.





PROPOSED TWO STORY ELEVATION - SOUTH

2 DECEMBER 2014





PROPOSED TWO STORY ELEVATION - WEST
2 DECEMBER 2014





Building Solutions

www.DerrickBuildingSolutions.com

1505 Hwy. 65
PO Box 445
New Richmond, WI
54017

(715) 246-2320

(715) 246-4948 FAX

December 4, 2014

River Falls Economic Development Corporation
River Falls City Hall
222 Lewis Street
River Falls, WI 54022

Re: Incubator Building Concept (Option Four)

OPTION FOUR (31,259 total sf including 23,687 sf 1st floor + 7,572 sf 2nd floor): The construction budget cost for the Floor Plan prepared by Ayres Associates (dated 11/26/14) and the Site Plan (Option 3) prepared by Auth Consulting Associates (dated (11/13/14) is \$2,429,100.

The construction budget cost, unless noted otherwise, include:

1. Architectural, engineering, civil, mechanical and electrical designs/documents.
2. Building Permit and State approval fees.
3. Project Supervision.
4. Site work, including stripping and stockpiling topsoil; bringing in utilities; excavating for the footings and building pad; placement, grading and compacting the sand building pad (12"); and re-spreading and grading the stockpiled topsoil.
5. Asphalt driveways and parking lots (3"), including gravel base (6" and 8").
6. Landscaping.
7. Concrete work, including poured grade beam footings with foam insulation (1.5"), column pads, column piers, building slab (6"), curb and gutter, and aprons (5'x5') outside the exterior walk doors.
8. Butler pre-engineered steel building including structural steel, Texturewall Panel Wall System, MR-24 Roof System, ceiling insulation (R-35), wall insulation (R-25), Simple Saver lining over the insulation, insulated steel exterior walk doors with commercial hardware, interior wood walk doors with commercial hardware, aluminum framed windows in the office areas, exterior aluminum/glass front entry doors, caulking/sealants, steel studs with painted drywall, flooring of carpet/tile, acoustical ceilings, cabinetry, specialties, misc. building materials, erection and carpentry.
9. Second floor pre-cast concrete floor panels.
10. Fire suppression system throughout.
11. Elevator with masonry shaft.
12. Loading dock including Kelly AFX automatic air dock leveler with a capacity of 30,000 lbs, a lip length of 16" and an operating range of 24"; Kelly Tufseal Dockseal with 22 oz. black vinyl and full brush weather seal kit; dock bumper; and 26 gauge steel composite overhead doors with insulation (R 17.2) and stucco embossed white baked acrylic finish.
13. Electrical, including all overhead lighting.



"Derrick Built"

14. Plumbing, including all bathroom fixtures.
15. HVAC.
16. General conditions, including construction staking; soil and concrete testing; office trailer; printing; telephone; continuous and final cleaning; trash removal; portable toilet; and project, builders risk and subcontractor insurance.
17. Project Management.
18. 5% contingency.
19. Overhead and profit.

The above does not include:

1. Building signage.
2. Utility company charges
3. Phone/data/alarm systems
4. Soil corrections

Sincerely,
Derrick Building Solutions, LLC

Mark Mitchell
Project Development

Chad Derrick
Project Manager



March 13, 2015

Jeannette P. Tamayo, Regional Director
Economic Development Administration
230 South Dearborn Street, Suite 3280
Chicago, IL 60604

Re: Sterling Ponds Corporate Park Stormwater Management

The City of River Falls is the largest city in Wisconsin on a Class 1 trout stream and makes every effort to protect this resource from development impacts. Regional storm water management systems have been incorporated into the design of Sterling Ponds Business Park to provide post construction stormwater management controls that exceed State and City requirements. A full storm water management plan report as approved by WisDNR and City is available upon request. Attached is a summary page from that report. The design is based on an assumption of 74% impervious cover on developed lots. The proposed incubator site plan shows 67% impervious.

Construction of the incubator building will still require a Water Resource Application for Project Permits (WRAPP) since it will disturb more than one acre of land but the post construction stormwater management controls for the site have been built and approved by WiDNR.

Sincerely,

A handwritten signature in black ink that reads "Reid Wronski".

Reid Wronski, P.E.
Director of Public Works/City Engineer

Rate Control Summary

Rates shown in the below tables rounded to the nearest tenth of a CFS.

Areas A-D		
STORM EVENT	PREDEVLEOPED RATE (CFS)	POST DEVELOPED RATE- OVERALL (CFS)
1 Yr	27.7	15.9
2 Yr	46.0	22.6
10 Yr	130.7	43.2
100 Yr	256.7	93.9

Water Quality Summary

- TSS Removal Area A = 85.1%
- TSS Removal Area B = 97.8%
- TSS Removal Area C = 94.3%
- TSS Removal Area D = 87.5%

All TSS removal percentages based on WinSlamm modeling and reflect pretreatment removal percentages prior to infiltration.

Volume Control Summary

- Predeveloped Runoff Volume (ac-ft) Overall Site = 0.999 ac-ft
- Post Developed Runoff Volume (ac-ft) Overall Site = 1.000 ac-ft
- Overall Site Area = 80 acres
- 2% of Site Area = 69,696 sf
- Area A Infiltration = 24,031 sf
- Area B Infiltration = 6,878 sf
- Area C/D Infiltration = 42,836 sf
- Total Dedicated Area = 71,307 sf

Areas A-D		
STORM EVENT	PREDEVLEOPED RUNOFF VOLUME (AC-FT)	POST DEVELOPED RUNOFF VOLUME (AC-FT)
1-1/2" Storm	0.998	0.830

NOTE: HydroCAD® modeling set to calculate separate pervious and impervious values per River Falls ordinance.

ATTACHMENT #24

**ENGINEER'S
PRELIMINARY OPINION
OF COST**



Engineer's Preliminary Opinion of Cost
St. Croix Valley Business Incubator
City of River Falls, WI
February 10, 2015

DESCRIPTION	BUDGET
PLANNING AND DESIGN	
ARCHITECTURAL DESIGN	\$ 55,000
SITE DESIGN & ENGINEERING	\$ 15,000
PLANNING AND DESIGN COST	\$ 70,000
SITE WORK IMPROVEMENTS	
EXCAVATION – SITE UTILITIES	\$ 155,000
ASPHALT PAVING	\$ 120,000
LANDSCAPING	\$ 35,000
EXTERIOR CONCRETE-CURB & GUTTER	\$ 35,000
SITE WORK COST	\$ 345,000
BUILDING CONSTRUCTION	
BUILDING PERMITS ALLOWANCE	\$ 20,000
SUPERVISION & GENERAL CONDITIONS	\$ 40,000
INSURANCE	\$ 5,000
TRASH REMOVAL	\$ 3,000
PROJECT INSURANCE /BUILDERS RISK	\$ 5,000
BUILDING CONCRETE	\$ 150,000
PRECAST FLOOR PANELS	\$ 120,000
MASONRY	\$ 30,000
STRUCTURAL STEEL & ERECTION	\$ 20,000
CARPENTRY & BUILDING MATERIALS	\$ 10,000
ARCHITECTURAL METAL PANELS	\$ 65,000
INSULATION	\$ 35,000
WALK DOORS & HARDWARE	\$ 60,000
OVERHEAD DOORS	\$ 15,000
ALUMINUM STOREFRONT & WINDOWS	\$ 40,000
STEEL STUD FRAMING/DRYWALL	\$ 130,000
FLOORING	\$ 70,000
PAINTING	\$ 70,000
ACOUSTICAL CEILINGS	\$ 40,000
SPECIALTIES	\$ 10,000
SIGNAGE	\$ 10,000
CABINETS	\$ 20,000
BUILDING SYSTEM	\$ 420,000
FIRE PROTECTION	\$ 90,000
PLUMBING	\$ 115,000
HVAC	\$ 250,000
ELECTRICAL	\$ 260,000
BUILDING CONSTRUCTION COST	\$2,103,000

BUILDING EQUIPMENT	
ELEVATOR	\$ 70,000
DOCK EQUIPMENT	\$ 5,000
TELEPHONE & DATA EQUIP.	\$ 10,000
BUILDING EQUIPMENT COST	\$ 85,000
SUBTOTAL	\$2,603,000
CONTINGENCY @5%	\$ 130,000
<u>PROJECT ESTIMATED COST</u>	\$2,733,150

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost		b. Costs Not Allowable for Participation		c. Total Allowable Costs (Columns a-b)	
1. Administrative and legal expenses	\$	30,000.00	\$		\$	30,000.00
2. Land, structures, rights-of-way, appraisals, etc.	\$	0.00	\$	0.00	\$	0.00
3. Relocation expenses and payments	\$	0.00	\$		\$	0.00
4. Architectural and engineering fees	\$	70,000.00	\$		\$	70,000.00
5. Other architectural and engineering fees	\$	0.00	\$		\$	0.00
6. Project inspection fees	\$	40,000.00	\$		\$	40,000.00
7. Site work	\$	0.00	\$		\$	0.00
8. Demolition and removal	\$	0.00	\$		\$	0.00
9. Construction	\$	2,493,000.00	\$		\$	2,493,000.00
10. Equipment	\$	75,000.00	\$		\$	75,000.00
11. Miscellaneous	\$	0.00	\$		\$	0.00
12. SUBTOTAL (sum of lines 1-11)	\$	2,708,000.00	\$	0.00	\$	2,708,000.00
13. Contingencies	\$	135,400.00	\$		\$	135,400.00
14. SUBTOTAL	\$	2,843,400.00	\$	0.00	\$	2,843,400.00
15. Project (program) income	\$	0.00	\$		\$	0.00
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$	2,843,400.00	\$	0.00	\$	2,843,400.00
FEDERAL FUNDING						

17. Federal assistance requested, calculate as follows:
 (Consult Federal agency for Federal percentage share.) Enter eligible costs from line 16c. Multiply X %
 Enter the resulting Federal share.

\$

DETAILED BREAKDOWN OF BUDGET

- a) *Line 1 – Administrative and legal expenses.*
The proposed project includes \$30,000 for administration of the federal EDA funds, if awarded. Money will fund contract negotiation, record keeping, financial management, monitoring equal opportunity requirements, monitoring compliance with federal labor standards, project close-out, etc.
- b) *Line 2 – Land, structures, rights-of-way, appraisals, etc. This item is only to be used in the event an existing building is to be used as local match.*
N/A
- c) *Line 3 – Relocation expenses and payments.*
N/A
- d) *Line 4 – Architectural and engineering fees.*
It is estimated that the proposed project will incur \$70,000 in architectural design, site design, and engineering fees for the final preparation of plans and specs, bid administration, change order processing, review of contactors' requests for payments and reimbursable costs, etc.
- e) *Line 5 – Other architectural and engineering fees.*
N/A
- f) *Line 6 – Project inspection fees.*
Project inspection fees are estimated to amount to \$40,000 which includes tasks such as one-time staking of project, construction inspection/observation for the project, notification at 11 months after substantial completion and follow up, and a 12-month warranty inspection of all EDA project components.
- g) *Line 7 – Site work.*
Site work components have been added to the Construction line item.
- h) *Line 8 – Demolition and removal. Add cost to the Construction line item for “pad ready” tasks.*
N/A
- i) *Line 9 – Construction.*
The proposed business incubator project consists of the new construction of a 31,259 total square foot (26,687 sf 1st floor + 7,572 sf 2nd floor) pre-engineered steel building.

The total project includes:

- site work
 - asphalt driveways and parking lots (3”), including gravel base (6” and 8”);
 - landscaping;

- concrete work, including poured grade beam footings with foam insulation (1.5”), column pad, column piers, building slab (6”), curb and gutter, and aprons (5’x5’) outside the exterior walk doors;
- butler pre-engineered steel building including
 - structural steel, Texturewall Panel Wall System (or equivalent);
 - MR-24 Roof System (or equivalent);
 - ceiling insulation (R-35);
 - wall insulation (R-25);
 - Simple Save lining over the insulation (or equivalent);
 - insulated steel exterior walk doors with commercial hardware;
 - interior wood walk doors with commercial hardware;
 - aluminum framed windows in the office areas;
 - exterior aluminum/glass front entry doors, caulking/sealants;
 - steel studs with painted drywall;
 - flooring of carpet/tile;
 - acoustical ceilings;
 - cabinetry;
 - specialties;
 - miscellaneous building materials;
 - erection and carpentry;
 - second floor pre-cast concrete floor panels;
 - fire suppression system;
 - elevator with masonry shaft;
 - loading dock including Kelly AFX automatic air dock leveler with a capacity of 30,000 lbs, a lip length of 16” and an operating range of 24” (or equivalent), Kelly Tufseal Dockseal with 22 oz. black vinyl and full brush weather seal kit (or equivalent), dock bumper, and 26 gauge steel composite overhead doors with insulation (R 17.2) and stucco embossed white baked acrylic finish;
 - electrical, including all overhead lighting;
 - plumbing, including all bathroom fixtures;
 - heating, ventilation, and air conditioning (HVAC);
 - staking, soil and concrete testing; and,
 - telephone/data/alarm systems.

Please note that the proposed project does not include extending sewer, water, or stormwater service to the site since it is already at the lot. The exact locations of service terminations and mechanical room were used in determining estimates for construction costs submitted with our application. Stormwater storage is not required on-site since it is handled regionally in the ponds created for the business park. The site is flat, has good soils, and is served by regional stormwater systems that allow “plug and play” connectivity for the site. After grant award, a final utility plan will be completed.

The construction budget is adequate for the project.

- j) *Line 10 – Equipment. If the building equipment is on this line item move it to construction.*

It is estimated that equipment and furniture like desks, tables, chairs, printers, computers, photocopier, white boards, projector, screen, etc. will cost \$75,000.

The Equipment line item was determined by using estimates from the Business Incubator Feasibility Study which includes:

ITEM	QUANTITY	UNIT COST	TOTAL
Office-desk, chair, filing cabinet, lighting	17	\$2,000	\$34,000
Cubicle-walls, desk, chair, lighting	6	\$2,000	\$12,000
Open workspace-table, chair	6	\$500	\$3,000
Reception-desk, chairs, lighting, table, displays	1	\$5,000	\$5,000
Conference room-table, chairs, projector and screen, white boards, teleconferencing equipment	1	\$10,000	\$10,000
Meeting room-table, chairs, white boards, teleconferencing equipment	1	\$4,000	\$4,000
Kitchen-table, chairs, refrigerator, microwave	1	\$2,500	\$2,500
Printers (color laser, auto-duplexing)	3	\$500	\$1,500
Photocopier	1	\$3,000	\$3,000
Total			\$75,000

k) *Line 11 – Miscellaneous. N/A or contact an EDA representative.*
N/A

l) *Line 13 – Contingencies.*

The contingency amount listed in the Engineer's Preliminary Opinion of Cost was not the amount used; instead \$135,400 (5% of total allowable costs) was used.

CERTIFIED SURVEY MAP

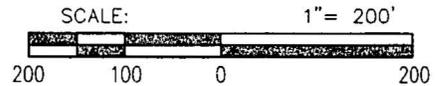
LOCATED IN PART OF THE SE1/4 OF THE NE1/4 AND PART OF THE NE1/4 OF THE SE1/4 OF SECTION 23, ALSO IN PART OF THE SW1/4 OF THE NW1/4 AND PART OF THE NW1/4 OF THE SW1/4 OF SECTION 24, ALL IN T28N, R19W, CITY OF RIVER FALLS, ST. CROIX COUNTY, WISCONSIN; INCLUDING PART OF LOT 1 OF CERTIFIED SURVEY MAP VOLUME 19, PAGE 4851 AND PART OF LOTS 1 AND 2 OF CERTIFIED SURVEY MAP VOLUME 25, PAGE 5813.

1011267
BETH PABST
REGISTER OF DEEDS
ST. CROIX CO., WI
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04/29/2015 12:33 PM
EXEMPT #:
REC FEE: 30.00
COPY FEE: 4.00
PAGES: 3

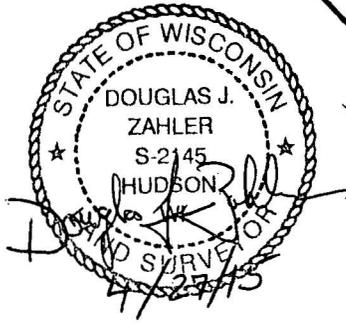
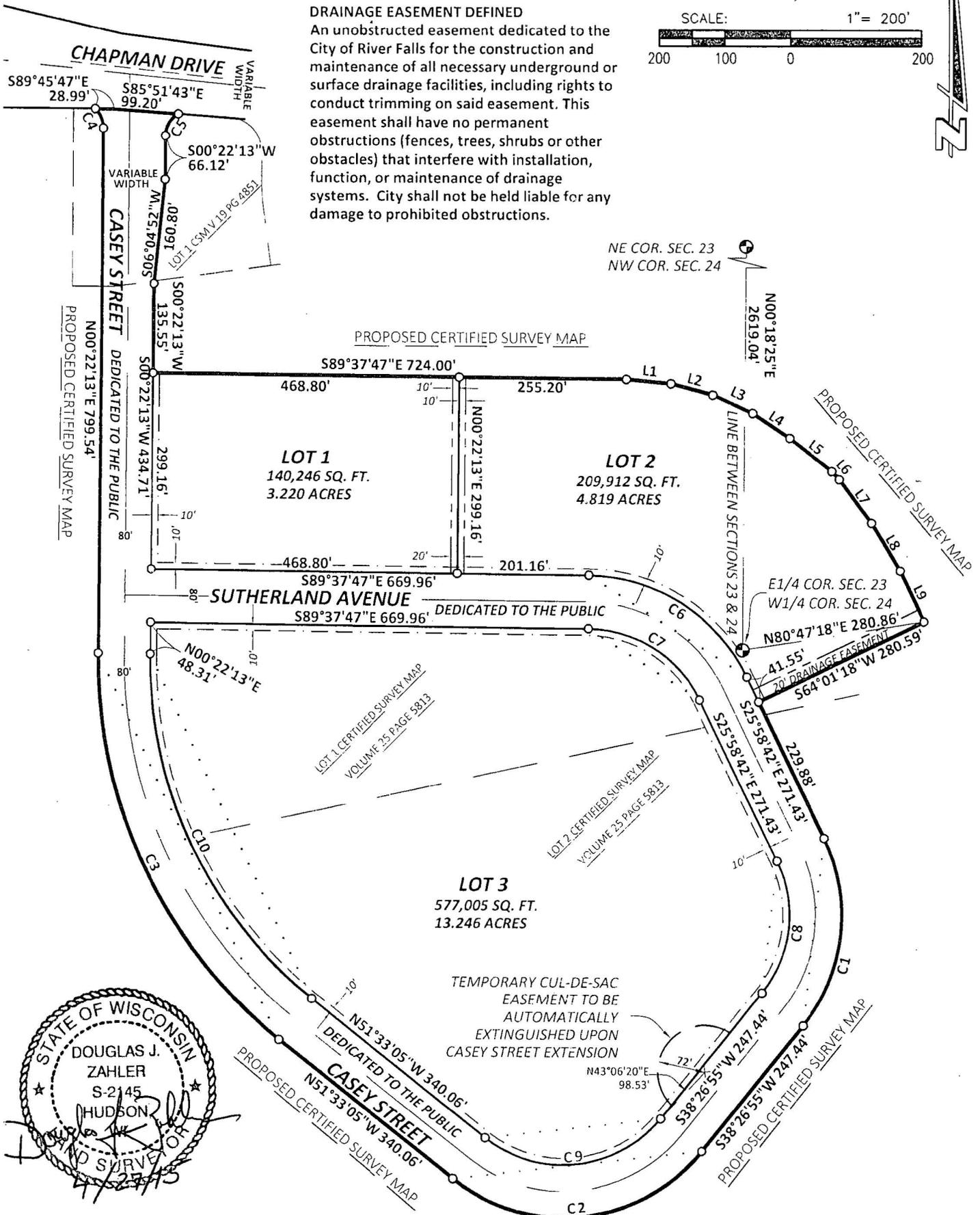
LEGEND

- ⊙ FOUND ALUMINUM COUNTY SECTION CORNER MONUMENT
- SET 1" OUTSIDE DIAMETER BY 18" LONG IRON PIPE, WEIGHING 1.13 LBS. PER LINEAR FOOT
- UTILITY EASEMENT
- DRAINAGE EASEMENT

THE EAST LINE OF THE NE1/4 OF SECTION 23 BEARS N00°18'25"E BASED ON THE ST. CROIX COUNTY COORDINATE SYSTEM



DRAINAGE EASEMENT DEFINED
 An unobstructed easement dedicated to the City of River Falls for the construction and maintenance of all necessary underground or surface drainage facilities, including rights to conduct trimming on said easement. This easement shall have no permanent obstructions (fences, trees, shrubs or other obstacles) that interfere with installation, function, or maintenance of drainage systems. City shall not be held liable for any damage to prohibited obstructions.



CERTIFIED SURVEY MAP

LOCATED IN PART OF THE SE1/4 OF THE NE1/4 AND PART OF THE NE1/4 OF THE SE1/4 OF SECTION 23, ALSO IN PART OF THE SW1/4 OF THE NW1/4 AND PART OF THE NW1/4 OF THE SW1/4 OF SECTION 24, ALL IN T28N, R19W, CITY OF RIVER FALLS, ST. CROIX COUNTY, WISCONSIN; INCLUDING PART OF LOT 1 OF CERTIFIED SURVEY MAP VOLUME 19, PAGE 4851 AND PART OF LOTS 1 AND 2 OF CERTIFIED SURVEY MAP VOLUME 25, PAGE 5813.

CURVE DATA TABLE

Number	Radius Length	Central Angle	Chord Bearing	Chord Length	Arc Length	Tangent In	Tangent Out
C1	270.00'	64°25'37"	S06°14'06.5"W	287.86'	303.60'	S25°58'42"E	S38°26'55"W
C2	270.00'	90°00'00"	S83°26'55"W	381.84'	424.12'	S38°26'55"W	N51°33'05"W
C3	740.00'	51°55'18"	N25°35'26"W	647.88'	670.59'	N51°33'05"W	N00°22'13"E
C4	40.00'	46°48'02"	N23°01'48"W	31.77'	32.67'	N00°22'13"E	N46°25'49"W
C5	38.00'	60°36'27"	S30°40'26.5"W	38.35'	40.20'	S60°58'40"W	S00°22'13"W
C6	270.00'	63°39'05"	S57°48'14.5"E	284.76'	299.95'	S89°37'47"E	S25°58'42"E
C7	190.00'	63°39'05"	S57°48'14.5"E	200.39'	211.08'	S89°37'47"E	S25°58'42"E
C8	190.00'	64°25'37"	S06°14'06.5"W	202.57'	213.65'	S25°58'42"E	S38°26'55"W
C9	190.00'	90°00'00"	S83°26'55"W	268.70'	298.45'	S38°26'55"W	N51°33'05"W
C10	660.00'	51°55'18"	N25°35'26"W	577.84'	598.10'	N51°33'05"W	N00°22'13"E

LINE DATA TABLE

NUMBER	DIRECTION	DISTANCE
L1	S84°52'34"E	67.94'
L2	S75°22'08"E	66.27'
L3	S65°51'43"E	66.27'
L4	S56°21'18"E	67.94'
L5	S51°36'05"E	82.39'
L6	S42°30'21"E	16.89'
L7	S37°00'34"E	82.06'
L8	S31°29'13"E	84.61'
L9	S25°56'39"E	84.65'

UTILITY EASEMENT DEFINED

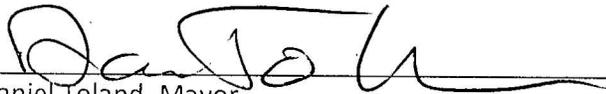
An unobstructed easement dedicated to the City of River Falls for the construction and maintenance of all necessary overhead, underground or surface public utilities, including rights to conduct trimming on said easement. This easement shall have no permanent obstructions (fences, trees, shrubs or other obstacles) that interfere with installation, function, or maintenance of utility systems. Public utilities shall not be held liable for any damage to prohibited obstructions.

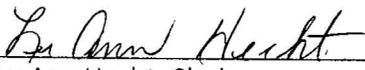
CORPORATE OWNER'S CERTIFICATE OF DEDICATION

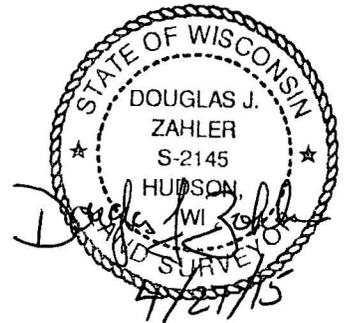
The City of River Falls, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said municipal corporation caused the land described on this certified survey map to be surveyed, divided, mapped and dedicated as represented on this certified survey map. The City of River Falls does further certify that this certified survey map is required by S.236.34 to be submitted for approval or objection to the City of River Falls

IN WITNESS WHEREOF, the said City of River Falls has caused these presents to be signed by Daniel Toland, Mayor, and countersigned by Lu Ann Hecht, Clerk,

this 22nd day of April, 2015.


Daniel Toland, Mayor


Lu Ann Hecht, Clerk

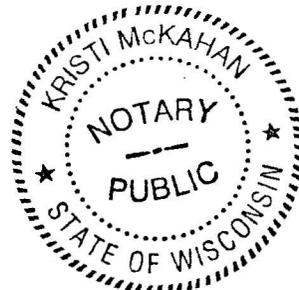


State of Wisconsin)
County of St. Croix)SS.

Personally came before me this 22nd day of April, 2015, Daniel Toland, Mayor and Lu Ann Hecht, Clerk of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Mayor and Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such Mayor and Clerk, as the deed of said corporation, by its authority.

Notary Public 

My commission expires 3-19-18



CERTIFIED SURVEY MAP

LOCATED IN PART OF THE SE1/4 OF THE NE1/4 AND PART OF THE NE1/4 OF THE SE1/4 OF SECTION 23, ALSO IN PART OF THE SW1/4 OF THE NW1/4 AND PART OF THE NW1/4 OF THE SW1/4 OF SECTION 24, ALL IN T28N, R19W, CITY OF RIVER FALLS, ST. CROIX COUNTY, WISCONSIN; INCLUDING PART OF LOT 1 OF CERTIFIED SURVEY MAP VOLUME 19, PAGE 4851 AND PART OF LOTS 1 AND 2 OF CERTIFIED SURVEY MAP VOLUME 25, PAGE 5813.

SURVEYOR'S CERTIFICATE:

I, Douglas J. Zahler, Professional Wisconsin Land Surveyor, hereby certify that by the direction of the City of River Falls, I have surveyed, divided and mapped part of the SE1/4 of the NE1/4 and part of the NE1/4 of the SE1/4 of Section 23, also part of the SW1/4 of the NW1/4 and part of the NW1/4 of the SW1/4 of Section 24, all in T28N, R19W, City of River Falls, St. Croix County, Wisconsin; including part of Lot 1 of Certified Survey Map Volume 19, Page 4851 and part of Lots 1 and 2 of Certified Survey Map Volume 25, Page 5813, described as follows:

Commencing at the Quarter corner between said Sections 23 and 24; thence N80°47'18"E a distance of 280.86 feet to the point of beginning; thence S64°01'18"W a distance of 280.59 feet; thence S25°58'42"E a distance of 229.88 feet; thence southerly a distance of 303.60 feet along the arc of a 270.00 foot radius curve, concave westerly, with a central angle of 64°25'37", a chord that bears S06°14'06.5"W and measures 287.86 feet; thence S38°26'55"W a distance of 247.44 feet; thence westerly a distance of 424.12 feet along the arc of a 270.00 foot radius curve, concave northerly, with a central angle of 90°00'00", a chord that bears S83°26'55"W and measures 381.84 feet; thence N51°33'05"W a distance of 340.06 feet; thence northerly a distance of 670.59 feet along the arc of a 740.00 foot radius curve, concave northeasterly, with a central angle of 51°55'18", a chord that bears N25°35'26"W and measures 647.88 feet; thence N00°22'13"E a distance of 799.54 feet; thence a distance of 32.67 feet along the arc of a 40.00 foot radius curve, concave southwesterly, with a central angle of 46°48'02", a chord that bears N23°01'48"W and measures 31.77 feet; thence, along the southerly line of Chapman Drive, S89°45'47"E a distance of 28.99 feet; thence, along said line, S85°51'43"E a distance of 99.20 feet; thence southwesterly a distance of 40.20 feet along the arc of a 38.00 foot radius curve, concave southeasterly, with a central angle of 60°36'27", a chord that bears S30°40'26.5"W and measures 38.35 feet; thence S00°22'13"W a distance of 66.12 feet; thence S06°04'52"W a distance of 160.80 feet; thence S00°22'13"W a distance of 135.55 feet; thence S89°37'47"E a distance of 724.00 feet; thence S84°52'34"E a distance of 67.94 feet; thence S75°22'08"E a distance of 66.27 feet; thence S65°51'43"E a distance of 66.27 feet; thence S56°21'18"E a distance of 67.94 feet; thence S51°36'05"E a distance of 82.39 feet; thence S42°30'21"E a distance of 16.89 feet; thence S37°00'34"E a distance of 82.06 feet; thence S31°29'13"E a distance of 84.61 feet; thence S25°56'39"E a distance of 84.65 feet to the point of beginning.

Containing 28.458 acres of land. Subject to all easements, restrictions and covenants of record.

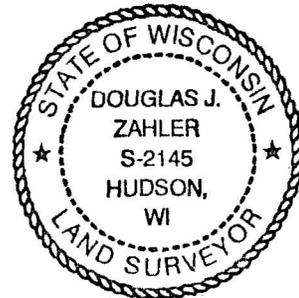
I also certify that this Certified Survey Map is a correct representation to scale of the exterior boundary surveyed and described; that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin statutes and the land subdivision ordinance of the City of River Falls in surveying and mapping the same.



4/27/15

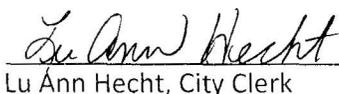
Douglas J. Zahler PLS #2145
Auth Consulting & Associates
S & N Land Surveying
2920 Enloe St. Suite 101
Hudson, WI 54016
(715) 386-2007

Date



CITY OF RIVER FALLS APPROVAL

This land division is hereby approved by the City of River Falls as being in conformance with the city subdivision ordinances. The City of River Falls also approves and accepts the land dedications shown hereon.


Lu Ann Hecht, City Clerk

4/22/15
Date

1011269

BETH PABST

REGISTER OF DEEDS

ST. CROIX CO., WI

RECEIVED FOR RECORD

04/29/2015 12:33 PM

EXEMPT #:

REC FEE: 30.00

COPY FEE: 4.00

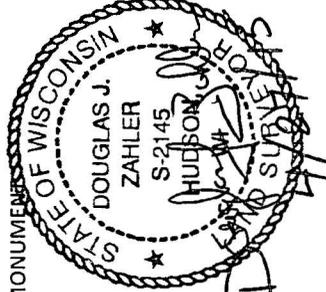
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CERTIFIED SURVEY MAP

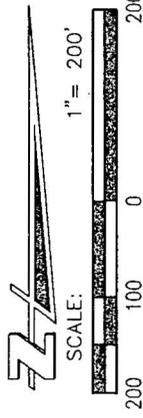
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LEGEND

- FOUND ALUMINUM COUNTY SECTION CORNER MONUMENT
- FOUND 2-3/8" OUTSIDE DIAMETER IRON PIPE
- FOUND 1" OUTSIDE DIAMETER IRON PIPE
- SET 1" OUTSIDE DIAMETER BY 18" LONG IRON PIPE, WEIGHING 1.13 LBS. PER LINEAR FOOT
- UTILITY EASEMENT
- DRAINAGE EASEMENT



THE EAST LINE OF THE NE1/4 OF SECTION 23 BEARS N00°18'25"E BASED ON THE ST. CROIX COUNTY COORDINATE SYSTEM



LINE DATA TABLE

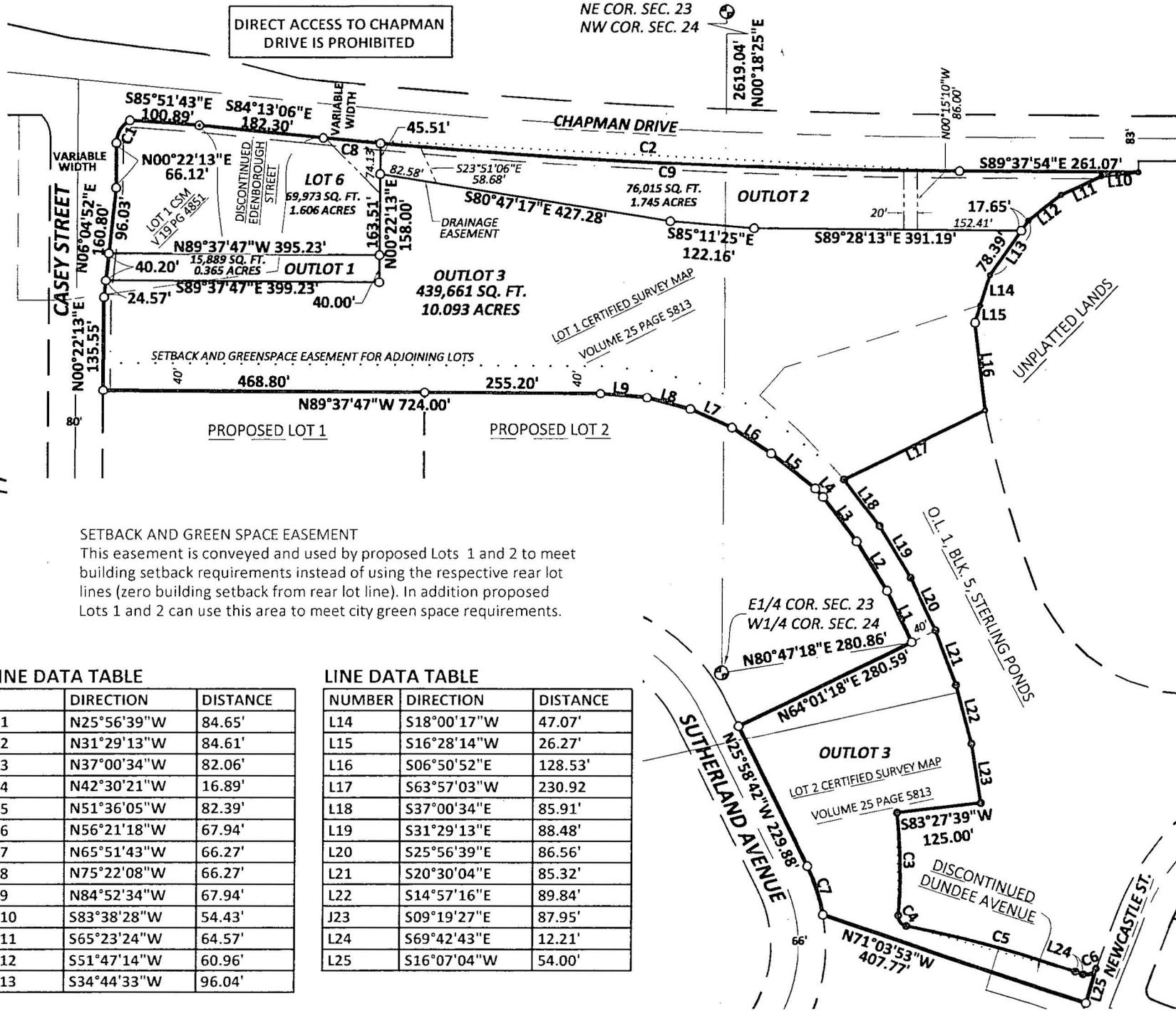
	DIRECTION	DISTANCE
L1	N25°56'39"W	84.65'
L2	N31°29'13"W	84.61'
L3	N37°00'34"W	82.06'
L4	N42°30'21"W	16.89'
L5	N51°36'05"W	82.39'
L6	N56°21'18"W	67.94'
L7	N65°51'43"W	66.27'
L8	N75°22'08"W	66.27'
L9	N84°52'34"W	67.94'
L10	S83°38'28"W	54.43'
L11	S65°23'24"W	64.57'
L12	S51°47'14"W	60.96'
L13	S34°44'33"W	96.04'

LINE DATA TABLE

NUMBER	DIRECTION	DISTANCE
L14	S18°00'17"W	47.07'
L15	S16°28'14"W	26.27'
L16	S06°50'52"E	128.53'
L17	S63°57'03"W	230.92'
L18	S37°00'34"E	85.91'
L19	S31°29'13"E	88.48'
L20	S25°56'39"E	86.56'
L21	S20°30'04"E	85.32'
L22	S14°57'16"E	89.84'
J23	S09°19'27"E	87.95'
L24	S69°42'43"E	12.21'
L25	S16°07'04"W	54.00'

SETBACK AND GREEN SPACE EASEMENT

This easement is conveyed and used by proposed Lots 1 and 2 to meet building setback requirements instead of using the respective rear lot lines (zero building setback from rear lot line). In addition proposed Lots 1 and 2 can use this area to meet city green space requirements.



CERTIFIED SURVEY MAP

LOCATED IN PART OF THE SE1/4 OF THE NE1/4 OF SECTION 23, ALSO IN PART OF THE SW1/4 OF THE NW1/4 AND PART OF THE NW1/4 OF THE SW1/4 OF SECTION 24, ALL IN T28N, R19W, CITY OF RIVER FALLS, ST. CROIX COUNTY, WISCONSIN; INCLUDING PART OF LOT 1 OF CERTIFIED SURVEY MAP VOLUME 19, PAGE 4851, PART OF LOTS 1 AND 2 OF CERTIFIED SURVEY MAP VOLUME 25, PAGE 5813 AND DISCONTINUED EDENBOROUGH STREET AND DUNDEE AVENUE.

CURVE DATA TABLE

Number	Radius Length	Central Angle	Chord Bearing	Chord Length	Arc Length	Tangent In	Tangent Out
C1	38.00'	60°36'27"	N30°40'26.5"E	38.35'	40.20'	S60°58'40"W	S00°22'13"W
C2	10050.00'	05°18'03"	S86°58'52.5"E	929.47'	929.80'	S84°19'51"E	S89°37'54"E
C3	780.00'	11°08'45"	S00°57'58.5"E	151.49'	151.73'	S06°32'21"E	S04°36'24"W
C4	15.00'	83°56'28"	S37°21'50"E	20.06'	21.98'	S04°36'24"W	S79°20'04"E
C5	1533.00'	09°37'21"	S74°31'23.5"E	257.16'	257.46'	S69°42'43"E	S79°20'04"E
C6	15.00'	90°00'00"	N65°17'17"E	21.21'	23.56'	S69°42'43"E	N20°17'17"E
C7	270.00'	16°01'44"	N17°57'50"W	75.29'	75.53'	N09°56'58"W	N25°58'42"W
C8	10050.00'	00°28'54"	S84°34'18"E	84.49'	84.49'		
C9	10050.00'	04°49'09"	S87°13'19.5"E	845.07'	845.31'		

CORPORATE OWNER'S CERTIFICATE OF DEDICATION

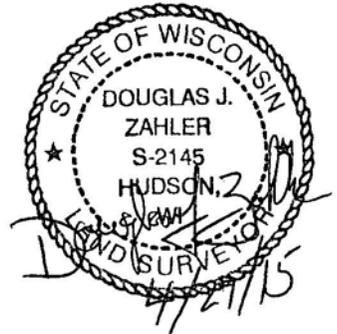
The City of River Falls, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said municipal corporation caused the land described on this certified survey map to be surveyed, divided, mapped and dedicated as represented on this certified survey map. The City of River Falls does further certify that this certified survey map is required by S.236.34 to be submitted for approval or objection to the City of River Falls

IN WITNESS WHEREOF, the said City of River Falls has caused these presents to be signed by Daniel Toland, Mayor, and countersigned by Lu Ann Hecht, Clerk,

this 22nd day of April, 2015.


 Daniel Toland, Mayor


 Lu Ann Hecht, Clerk

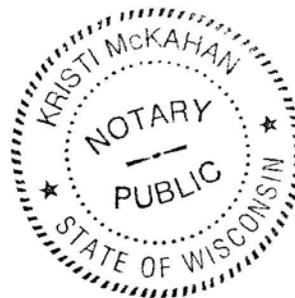


State of Wisconsin)
 County of St. Croix)SS.

Personally came before me this 22nd day of April, 2015, Daniel Toland, Mayor and Lu Ann Hecht, Clerk of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Mayor and Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such Mayor and Clerk, as the deed of said corporation, by its authority.

Notary Public 

My commission expires 3.19.18



CITY OF RIVER FALLS APPROVAL

This land division is hereby approved by the City of River Falls as being in conformance with the city subdivision ordinances. The City of River Falls also approves and accepts the land dedications shown hereon.


 Lu Ann Hecht, City Clerk

4/22/15
 Date

CERTIFIED SURVEY MAP

LOCATED IN PART OF THE SE1/4 OF THE NE1/4 OF SECTION 23, ALSO IN PART OF THE SW1/4 OF THE NW1/4 AND PART OF THE NW1/4 OF THE SW1/4 OF SECTION 24, ALL IN T28N, R19W, CITY OF RIVER FALLS, ST. CROIX COUNTY, WISCONSIN; INCLUDING PART OF LOT 1 OF CERTIFIED SURVEY MAP VOLUME 19, PAGE 4851, PART OF LOTS 1 AND 2 OF CERTIFIED SURVEY MAP VOLUME 25, PAGE 5813 AND DISCONTINUED EDENBOROUGH STREET AND DUNDEE AVENUE .

DRAINAGE EASEMENT DEFINED

An unobstructed easement dedicated to the City of River Falls for the construction and maintenance of all necessary underground or surface drainage facilities, including rights to conduct trimming on said easement. This easement shall have no permanent obstructions (fences, trees, shrubs or other obstacles) that interfere with installation, function, or maintenance of drainage systems. City shall not be held liable for any damage to prohibited obstructions.

UTILITY EASEMENT DEFINED

An unobstructed easement dedicated to the City of River Falls for the construction and maintenance of all necessary overhead, underground or surface public utilities, including rights to conduct trimming on said easement. This easement shall have no permanent obstructions (fences, trees, shrubs or other obstacles) that interfere with installation, function, or maintenance of utility systems. Public utilities shall not be held liable for any damage to prohibited obstructions.

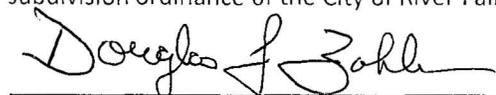
SURVEYOR'S CERTIFICATE:

I, Douglas J. Zahler, Wisconsin Professional Land Surveyor, hereby certify that by the direction of the City of River Falls, I have surveyed, divided and mapped part of the SE1/4 of the NE1/4 of Section 23, also part of the SW1/4 of the NW1/4 and part of the NW1/4 of the SW1/4 of Section 24, all in T28N, R19W, City of River Falls, St. Croix County, Wisconsin; including part of Lot 1 of Certified Survey Map Volume 19, Page 4851, part of Lots 1 and 2 of Certified Survey Map Volume 25, Page 5813 and discontinued Edenborough Street and Dundee Avenue; described as follows:

Commencing at the Quarter corner between said Sections 23 and 24; thence N80°47'18"E a distance of 280.86 feet to the point of beginning; thence N25°56'39"W a distance of 84.65 feet; thence N31°29'13"W a distance of 84.61 feet; thence N37°00'34"W a distance of 82.06 feet; thence N42°30'21"W a distance of 16.89 feet; thence N51°36'05"W a distance of 82.39 feet; thence N56°21'18"W a distance of 67.94 feet; thence N65°51'43"W a distance of 66.27 feet; thence N75°22'08"W a distance of 66.27 feet; thence N84°52'34"W a distance of 67.94 feet; thence N89°37'47"W a distance of 724.00 feet; thence N00°22'13"E a distance of 135.55 feet; thence N06°04'52"E a distance of 160.80 feet; thence N00°22'13"E a distance of 66.12 feet; thence northerly a distance of 40.20 feet along the arc of a 38.00 foot radius curve, concave easterly, with a central angle of 60°36'27", a chord that bears N30°40'26.5"E and measures 38.35 feet; thence S85°51'43"E a distance of 100.89 feet along the right of way of Chapman Drive; thence S84°13'06"E a distance of 182.30 feet along said right of way; thence easterly a distance of 929.80 feet along said right -of-way being the arc of a 1005.00 foot radius curve, concave northerly, with a central angle of 05°18'03", a chord that bears S86°58'52.5"E and measures 929.47 feet; thence S89°37'54"E a distance of 261.07 feet along said right of way; thence S83°38'28"W a distance of 54.43 feet; thence S65°23'24"W a distance of 64.57 feet; thence S51°47'14"W a distance of 60.96 feet; thence S34°44'33"W a distance of 96.04 feet; thence S18°00'17"W a distance of 47.07 feet; thence S16°28'14"W a distance of 26.27 feet; thence S06°50'52"E a distance of 128.53 feet; thence S63°57'03"E a distance of 230.92 feet; thence S37°00'34"E a distance of 85.91 feet; thence S31°29'13"E a distance of 88.48 feet; thence S25°56'39"E a distance of 86.56 feet; thence S20°30'04"E a distance of 85.32 feet; thence S14°57'16"E a distance of 89.84 feet; thence S09°19'27"E a distance of 87.95 feet; thence S83°27'39"W a distance of 125.00 feet; thence southerly a distance of 151.73 feet along the arc of a 780.00 foot radius curve, concave westerly, with a central angle of 11°08'45", a chord that bears S00°57'58.5"E and measures 151.49 feet; thence southeasterly a distance of 21.98 feet along the arc of a 15.00 foot radius curve, concave northeasterly, with a central angle of 83°56'28", a chord that bears S37°21'50"E and measures 20.06 feet; thence easterly a distance of 257.46 feet along the arc of a 1533.00 foot radius curve, concave southerly, with a central angle of 09°37'21", a chord that bears S74°31'23.5"E and measures 257.16 feet; thence S69°42'43"E a distance of 12.21 feet; thence northerly a distance of 23.56 feet along the arc of a 15.00 foot radius curve, concave northerly, with a central angle of 90°00'00", a chord that bears N65°17'17"E and measures 21.21 feet; thence S16°07'04"W a distance of 54.00 feet; thence N71°03'53"W a distance of 407.77 feet; thence northwesterly a distance of 75.53 feet along the arc of a 270.00 foot radius curve, concave southwesterly, with a central angle of 16°01'44", a chord that bears N17°57'50"W and measures 75.29 feet; thence N25°58'42"W a distance of 229.88 feet; thence N64°01'18"E a distance to 280.59 feet to the point of beginning.

Containing 13.81 acres of land. Subject to all easements, restrictions and covenants of record.

I also certify that this Certified Survey Map is a correct representation to scale of the exterior boundary surveyed and described; that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin statutes and the land subdivision ordinance of the City of River Falls in surveying and mapping the same.



4/27/15

Douglas J. Zahler PLS #2145
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Date

