PUBLIC WORKS COMMITTEE AGENDA

November 23, 2026 at 5:00 PM

City Hall, 3rd Floor - Council Chambers, 828 Center Avenue, Sheboygan, WI

Notice that the Public Works Committee will meet at 5:00 p.m. or immediately following the Licensing, Hearings, and Public Safety Committee meeting.

This meeting may be viewed LIVE on:
Charter Spectrum Channel 990, AT&T U-Verse Channel 99
and: www.wscssheboygan.com/vod.

It is possible that a quorum (or a reverse quorum) of the Sheboygan Common Council or any other City committees/boards/commissions may be in attendance, thus requiring a notice pursuant to State ex rel. Badke v. Greendale Village Board, 173 Wis. 2d 553,494 N.W.2d 408 (1993).

Persons with disabilities who need accommodations to attend this meeting should contact the Department of Public Works at 920-459-3440. Persons other than council members who wish to participate remotely shall provide notice to the Public Works Department at 920-459-3440 by 12:00 p.m. on meeting day to be called upon during the meeting. All Committee members may attend the meeting remotely.

OPENING OF MEETING

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. **Approval of Minutes**
   Public Works Committee Meeting held on November 9, 2026
5. **Public Comment**
   Limit of three minutes per person with comments limited to items on this agenda.

ITEMS FOR DISCUSSION AND POSSIBLE ACTION

6. Large Item Disposal Days - Director's Update - Discussion Only
7. Res. No. 141-26-27 by Alderpersons Dekker and Kelly authorizing the appropriate City officials to execute the Agreement Between the City of Sheboygan, Lakeland University, and Kohler Credit Union regarding the 2027 Memorial Day parade.
8. Res. No. 146-26-27 by Alderpersons Dekker and Kelly authorizing the appropriate City officials to enter into a contract with Advance Construction, Inc. for the construction of Contract 1 of the Southside Interceptor Sewer and execute an addendum to the FOTH Infrastructure and Environment, LLC agreement, dated April 12, 2024, to include

services for additional design and construction administrative services for the Southside Interceptor Sewer.

9. Res. No. 147-26-27 by Alderpersons Dekker and Kelly authorizing the appropriate City officials to enter into a contract with J. Miller Electric, Inc. for Electrical and Controls Improvements at the stormwater pond at the intersection of North 29th Street and Geele Avenue (“Project").

TENTATIVE DATE OF NEXT REGULAR MEETING

10. Next Regular Meeting Date: December 14, 2026

ADJOURN MEETING

11. Motion to Adjourn

In compliance with Wisconsin's Open Meetings Law, this agenda was posted in the following locations more than 24 hours prior to the time of the meeting:

City Hall • Mead Public Library
Sheboygan County Administration Building • City's website

CITY OF SHEBOYGAN

PUBLIC WORKS COMMITTEE MINUTES

Monday, November 09, 2026

OPENING OF MEETING

1. Call to Order

   The meeting was called to order at 5:30 PM

2. Roll Call

   Alderpersons present: Chair Dekker, Vice Chair Kelly, Heidemann, Boorse, Menzer - 5

3. Pledge of Allegiance

4. **Approval of Minutes**
   Public Works Committee Meeting held on October 26, 2026

   MOTION TO APPROVE MINUTES FROM OCTOBER 26, 2026
   Motion made by Alderperson Kelly, Seconded by Alderperson Boorse
   Voting Yea: Dekker, Kelly, Heidemann, Boorse, Menzer - 5

5. **Public Comment**
   Limit of three minutes per person with comments limited to items on this agenda.

ITEMS FOR DISCUSSION AND POSSIBLE ACTION

6. Presentation by DPW GIS Staff

   Department of Public Works GIS Staff gave a presentation about Geographic Information Systems and fielded questions and comments from the Committee.

7. Res. No. 139-26-27 by Alderpersons Dekker and Kelly authorizing the appropriate City officials to pause the advancement of the pedestrian bridge.

   MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION
   Motion made by Alderperson Kelly, Seconded by Alderperson Menzer
   Voting Yea: Dekker, Kelly, Heidemann, Boorse, Menzer - 5

8. Res. No. 140-26-27 by Alderpersons Dekker and Kelly authorizing the appropriate City officials to enter into a contract with CONTECH Engineered Solutions for the purchase of a three-sided arch system (Prefabricated Culvert) to be installed within the Gartman Development.

    MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION
    Motion made by Alderperson Kelly, Seconded by Alderperson Menzer
    Voting Yea: Dekker, Kelly, Heidemann, Boorse, Menzer - 5

TENTATIVE DATE OF NEXT REGULAR MEETING

9. Next Regular Meeting Date: November 23, 2026

ADJOURN MEETING

10. Motion to Adjourn

    MOTION TO ADJOURN AT 5:59 PM
    Motion made by Alderperson Kelly, Seconded by Alderperson Menzer
    Voting Yea: Dekker, Kelly, Heidemann, Boorse, Menzer - 5

AGENDA ITEM MEMORANDUM

DATE: November 23rd, 2026

TO: Public Works Committee

FROM: Public Works Director Travis Peterson

SUBJECT: Large Item Disposal Days (LIDD) Community Waste Collection Event – Discussion Only

MATTER BEING DISCUSSED

On behalf of the Department of Public Works, I would like to provide a summary of the 2026 community wide large item waste collection program.

BACKGROUND/DISCUSSION

2025 was the inaugural year for the LIDD program in its current format. The program ran for 6 months occurring on the third Saturday of each month from may through October.

The highlights from 2025 include the following:

- 2,137 vehicles logged
- 73 dumpsters filled
- 172.14 tons of residential waste collected
- 22.68 tons of scrap metal recycled.

With the success of 2025, the program continued in 2026 and the final numbers* were again impressive:

- 2,227 vehicles logged (this does not include trailers)
- 74 dumpsters filled
- 181.61 tons of residential waste collected
- 20.70 tons of scrap metal recycled
- *During the 2026 program there were only 5 Saturday events as the July event needed to be cancelled due to very poor air quality (Canada fires smoke) that makes these numbers even more impressive.

The success of the program is completely dependent upon our staff who give up time on a Saturday spending several hours at each event setting up, managing traffic, assisting those in need of unloading, sorting and stacking waste items into dumpsters, coordinating with the waste hauling contractor, and cleaning up after the event concludes. I cannot thank them enough!

Some event pictures are included!

DEPARTMENT OF PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

920/459-3440
sheboyganwi.gov

LARGE ITEM DISPOSAL DAYS













CITY OF SHEBOYGAN
PUBLIC WORKS

CITY OF SHEBOYGAN
RESOLUTION 141-26-27

BY ALDERPERSONS DEKKER AND KELLY.

NOVEMBER 23, 2026.

A RESOLUTION authorizing the appropriate City officials to execute the Agreement Between the City of Sheboygan, Lakeland University, and Kohler Credit Union regarding the 2027 Memorial Day parade.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Agreement Between the City of Sheboygan, Lakeland University, and Kohler Credit Union, a copy of which is attached hereto and incorporated herein.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer

_____
Ryan Sorenson, Mayor, City of Sheboygan

Attest

_____
Meredith DeBruin, City Clerk, City of Sheboygan

AGREEMENT BETWEEN THE CITY OF SHEBOYGAN, LAKELAND UNIVERSITY, AND KOHLER CREDIT UNION REGARDING THE 2027 MEMORIAL DAY PARADE IN SHEBOYGAN, WISCONSIN

This Agreement is between the City of Sheboygan ("City"), a municipal corporation with offices located at 828 Center Avenue, Sheboygan, Wisconsin; Lakeland University, Inc. ("Lakeland"), a non-stock corporation with offices located at W3718 South Drive, Plymouth, Wisconsin; and Kohler Credit Union ("KCU"), a not-for-profit financial cooperative, with offices located at 5727 Superior Avenue, Sheboygan, Wisconsin.

WITNESSETH:

WHEREAS, Sheboygan has a proud tradition of hosting an annual Memorial Day Parade and Fountain Park Ceremony ("Parade") to honor fallen service members; and

WHEREAS, the City desires to contract with an entity to provide the necessary services to organize and conduct the Parade and to obtain a sponsor to fund the costs of event planning services; and

WHEREAS, Lakeland desires to continue providing the City with Event Management Services under the terms of this Agreement; and

WHEREAS, KCU desires to continue sponsoring costs for Event Management Services under the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. KCU's Responsibilities:

    a. By April 30, 2027, KCU shall remit sponsorship payment of $3000.00 to Lakeland.

2. Lakeland's Responsibilities.

    a. Lakeland shall assume responsibility for organizing, promoting, and executing the Parade. This includes but is not limited to:

        i. Coordination and management of all pre-Parade logistics, including but not limited to:

            1. Negotiations for services and management of all necessary suppliers such as portable restrooms during the Parade, fencing, seating and set-up, electrical fulfillment; and any other supplier relationship that may be necessary to successfully manage the event. Any agreements entered into for supplies and/or services shall be between the third party and Lakeland.
            2. Timely obtaining all necessary permits, licenses, and permissions necessary to ensure that proper resources and notifications are agreed

to in advance by all parties and City departments involved in the Parade.

ii. Coordination and management of Parade-day logistics, including but not limited to:

1. Coordination and collaboration with the Sheboygan Police Department, Sheboygan Department of Public Works, and other municipal departments, as necessary, to ensure public safety and proper use and need for City equipment and services such as public park use, traffic control, trash and recycling services, street closures, crowd control.
2. Parade logistics such as participant staging, parade entry, line-up coordination, and official Parade announcements which shall include 3 social media posts tagging Kohler Credit Union as well as coordinating with the Sheboygan Department of Public Works and other city officials as appropriate, the placement of the KCU branded banner at the Kohler Memorial Drive/Erie Avenue location established by the City of Sheboygan.
3. Lakeland University will also ensure prominent placement of KCU's logo on the Fountain Park Ceremony Program and ensure those leading the program recognize KCU as the financial supporter of the day's events.

iii. Oversight of post-Parade clean-up activities

b. Lakeland shall assume responsibility for the means, methods, techniques, sequences, and procedures by which it undertakes its responsibilities.
c. Lakeland shall comply and shall ensure that all participants, vendors, agents, and other third parties working in concert with Lakeland, comply with all applicable health guidance issued by Sheboygan County, the State of Wisconsin, or the Federal Government in effect on the day of the Parade.

3. City Responsibilities.

a. City shall provide the following at no cost:

i. Use of Fountain Park for the post-parade ceremony;
ii. Use of City streets and lots, upon approval of a special event permit request submitted by Lakeland. The City shall waive the special event permit fee if the application is timely submitted (at least 60 days prior to parade);
iii. Police aid for traffic and crowd control throughout the Parade;
iv. Department of Public Works support and equipment

4. General Provisions.

   a. Access to Records. The parties recognize that the City is bound by the Wisconsin Public Records Law. To the extent such laws apply to records relating to this Agreement, Lakeland and KCU agree to cooperate with the City in locating and releasing records subject to release under Wisconsin law.

   b. Assignment. No party shall assign, transfer, convey, pledge, sublet, or otherwise dispose of its interest in this Agreement without the prior consent of the other parties in writing.

   c. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other parties: That the execution of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.

   d. Compliance with All Laws. In performing the services under this Agreement, the parties shall comply with any and all applicable federal, state, and local statutes, ordinances, plans, and regulations.

   e. Conflict of Interest. Each party declares that it has no present interest, nor shall it acquire any interest—direct or indirect—which would conflict with the performance of the responsibilities set forth in this Agreement. The parties agree that no person having any such interest shall be employed in the performance of this Agreement.

   f. Default. Should any party be in default of the terms and provisions of this Agreement, and should such default continue for more than 30 days after written notice of the default from a non-defaulting party, then a non-defaulting party may terminate this Agreement upon written notice to the other parties.

   g. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

   h. Hold Harmless/Indemnification. To the extent permitted by law, Lakeland shall hold harmless, defend, and/or indemnify KCU and the City from any and all claims, actions, suits, charges, awards, fines, labor disputes, charges or costs of any kind or character including attorney's fees and court costs that arise, or may arise, out of Lakeland's performance or non-performance of any term, obligation, service, or condition as set forth in this Agreement. Nothing in this Agreement is intended to waive immunities, liability limitations, and protections available to any Party under law.

   i. Independent Contractor. The parties to this Agreement are not partners. During the entire term of this Agreement, the relationship between the parties shall be that of independent contractors. No personnel, agent, or subcontractor of one party shall represent themselves to be an employee or otherwise affiliated with any other party to this Agreement.

j. Intent to be Bound. Each party binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other parties to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other parties in respect to all provisions of this Agreement.

k. Limitation of Authority. Except as may be specifically provided for with respect to event management services, Lakeland shall have: (1) no power to solicit proposals, bids, or contracts on behalf of the City and (2) no authority to bind the City or act on the City's behalf in any manner whatsoever. Lakeland's authority is hereby limited to those duties and responsibilities specifically enumerated herein.

l. Modifications. This Agreement may be modified or amended by the parties at any time, provided such changes are mutually agreed to, in writing, and signed by all parties.

m. Nondiscrimination.

a. In connection with the performance of the services under this Agreement, Lakeland agrees not to discriminate against any employee or applicant for employment on the basis of age, race, religion, color, handicap, sex, physical condition, developmental disability (as defined in Wis. Stat. 51.01(5)), sexual orientation (as defined in Wis. Stat. 111.32(13m)), or national origin. This provision shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training. Lakeland further agrees to take affirmative action to ensure equal employment opportunities.

b. The selection of participants in the Event shall be done on a basis that does not discriminate on the basis of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation, or national origin.

n. Notice. Any notice required by this Agreement shall be made in writing to the parties as addressed below:

City	KCU	Lakeland
City Clerk	Aimee Herrick	Jamie Schramm
City of Sheboygan	Kohler Credit Union	Lakeland University
828 Center Ave.	5727 Superior Ave.	W3718 South Drive
Sheboygan, Wisconsin 53081	Sheboygan, WI 53083	Plymouth, WI 53073

This shall not be construed to restrict the transmission of routine communications between representatives of the parties.

o. Other Sponsors. The Parties anticipate that KCU will be the only sponsor for the Event. If, during the course of planning the Event, one or more Parties believe that additional sponsors are appropriate, both KCU and the City must consent in writing to any additional sponsor. The Mayor shall have the authority to make this consent on behalf of the City.

p. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

q. Term. This Agreement shall cover the 2027 Event only. This Agreement shall begin upon its execution by all parties, and shall continue until July 15, 2027. The parties may extend this Agreement for up to three successive years by mutual written agreement. In such case, successive terms shall be effective January 1 and expire July 15.

r. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

s. Waiver. No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement—which may only occur in writing—shall be considered to be a waiver of any other term or breach thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized agents as of the dates written below.

CITY OF SHEBOYGAN

BY: _____
Ryan Sorenson
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

DATED: _____

KOHLER CREDIT UNION

BY: _____
Kristina Wandschneider, SVP - Marketing

DATED: _____

LAKELAND UNIVERSITY, INC.

BY: _____
Beth Borgen
President, Lakeland University

DATED: _____

AGENDA ITEM MEMORANDUM

DATE: 11/19/2026

TO: Public Works Committee

FROM: Kevin Jump, PE – City Engineer

SUBJECT: Resolution 146-26-27 – A resolution authorizing the appropriate City officials to enter into a contract with Advance Construction, Inc. for the construction of Contract 1 of the Southside Interceptor Sewer and execute an addendum to the Foth Infrastructure and Environment, LLC agreement, dated April 12, 2024, to include services for additional design and construction administrative services for the Southside Interceptor Sewer.

ISSUE

Should the Public Works Committee recommend approval of a contract with Advance Construction, Inc. and an amendment to the agreement with Foth Infrastructure and Environment, LLC

STAFF RECOMMENDATION

Staff recommends approval of the contract with Advance Construction, Inc. and approval of the amendment to the agreement with Foth Infrastructure and Environment, LLC, to provide construction administration services necessary for successful project delivery.

BACKGROUND/DISCUSSION

Implementation of the Southside Interceptor Sewer is a key element in ensuring adequate wastewater system capacity for future residential, commercial, and industrial development while maintaining reliable service to existing customers. The Southside Interceptor Sewer project was included in the Wisconsin DNR Fiscal Year 2026 Clean Water Fund Loan Program and is a critical component of the Gartman Property development.

Construction Contract:

The Southside Interceptor Project was divided into multiple projects rather than being bid and constructed as one large project with one prime contractor. Contract 1 extends the Southside Interceptor Sewer from the Wastewater Treatment Plant to South 18th Street. This contract includes over 9,600 linear feet of pipe. Of that total, nearly 2,700 linear feet will be installed using trenchless methods to avoid wetlands, waterways, and other surface features. Future phases will extend the interceptor sewer farther south and west. The project was publicly advertised and received two responsive bids. A summary of the bids is below:

- Advance Construction, Inc. $17,770,556.50
- S.J. Louis Construction, Inc. $28,165,630.75

Staff reviewed both bids and determined that the bid submitted by Advance Construction, Inc. was complete, responsive, and consistent with the engineer's cost estimate.

DEPARTMENT OF PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

920/459-3440
sheboyganwi.gov

AGENDA ITEM MEMORANDUM (CONT.)

Staff requests approval of the contract with Advance Construction, Inc.

Construction Administration Contract:

DPW/Engineering does not have sufficient staffing resources to manage a project of this size and complexity while continuing to oversee other ongoing capital projects.

This amendment adds construction administration services to effectively manage and oversee the Southside Interceptor Sewer construction contract. The initial agreement with Foth identified construction administration as a scope of work to be added later, as defining an exact scope was challenging given the project's complexity and evolving construction requirements. These services will encompass construction oversight, on-site observation, record drawing preparation, and geotechnical field engineering to ensure proper execution and documentation throughout construction.

Foth will assist the City in administering Wisconsin DNR Clean Water Fund Loan requirements and documentation, helping ensure compliance with state funding obligations.

Foth has served as the City's engineering consultant throughout development of the Southside Interceptor project, including preparing the Facilities Plan, evaluating alternatives, coordinating environmental review, permitting, and providing design services.

Staff requests approval of the Foth Infrastructure and Environment, LLC Amendment.

FUNDING IMPACT

Funds for the Southside Interceptor Sewer have been included in the Capital Improvement Program.

IF APPROVED, NEXT STEPS:

If approved, the appropriate City officials will execute the contract and amendment and authorize commencement of construction activities.

CITY OF SHEBOYGAN
RESOLUTION 146-26-27

BY ALDERPERSONS DEKKER AND KELLY.

NOVEMBER 23, 2026.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Advance Construction, Inc. for the construction of Contract 1 of the Southside Interceptor Sewer and execute an addendum to the FOTH Infrastructure and Environment, LLC agreement, dated April 12, 2024, to include services for additional design and construction administrative services for the Southside Interceptor Sewer.

WHEREAS, the City of Sheboygan has advertised for bids for the construction of Contract 1 of the Southside Interceptor Sewer; and

WHEREAS, two bids were received in response to that advertisement; and

WHEREAS, the lowest bid was from Advance Construction, Inc. for $17,770,556.50; and

WHEREAS, the City Engineer reviewed the bids and determined that the low bid met all specifications; and

WHEREAS, Foth Infrastructure and Environment, LLC, was contracted to perform design activities supporting the Southside Interceptor Sewer via Resolution 194-23-24; and

WHEREAS, the City desires to contract with Foth Infrastructure and Environment, LLC to provide construction administrative services during these activities based upon their knowledge, experience, and understanding of the project; and

WHEREAS, Foth Infrastructure and Environment, LLC will assist the City with administration of the Wisconsin DNR Clean Water Fund Loan; and

WHEREAS, Foth Infrastructure and Environment, LLC has provided an addendum for up to $1,260,000, to support the construction services and address additional design needs; and

WHEREAS, pursuant to Res. No. 486-93-94, a Declaration of Official Intent to reimburse expenditures related to the Project has been completed.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into a contract with Advance Construction, Inc. for the construction of Contract 1 of the Southside Interceptor Sewer and execute an addendum to the FOTH Infrastructure and Environment, LLC agreement, dated April 12, 2024, to include services for

additional design and construction administrative services for the Southside Interceptor Sewer.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized to draw funds from Wastewater – Improvements Other Than Buildings (Acct. No. 630361-641100), upon the agreement being fully executed by all parties, to pay for the services identified above in accordance with the appropriate agreement.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer	Attest
_____	_____
Ryan Sorenson, Mayor, City of Sheboygan	Meredith DeBruin, City Clerk, City of Sheboygan

CITY OF SHEBOYGAN PUBLIC WORKS	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	C26-23	Page:	1 of 7
		Foth Project:	24S042.01	Date:	Oct 2026

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and Advance Construction, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: sanitary sewer interceptor through the City of Sheboygan including municipal street and utility construction.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Southside Interceptor Sewer Construction – Contract 1, City of Sheboygan.

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Foth Infrastructure & Environment.

3.02 The Engineering Division, Department of Public Works, City of Sheboygan, Sheboygan, WI will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before before June 1, 2028.

B. The Work will be ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before July 1, 2028.

4.03 *Milestones*

A. Parts of the Work must be substantially completed on or before the following Milestone(s):

1. Milestone 1: 18th Street installation, backfilling, and testing – June 1, 2027.

2. Milestone 2: Remaining sanitary sewer installation, backfilling, and testing – April 1, 2028.

4.04 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4. Milestones: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each Milestone, until Milestone is achieved.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.05 *Special Damages*

A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering,

construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

C. Contractor shall pay Owner the amount identified in paragraph 20.01 of the Supplementary Conditions for damage to trees and tree roots caused by the Contractor's actions or failure to act.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) as stated in Contractor's Bid, attached hereto as an exhibit.

B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on the third Wednesday of the Month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and

Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

6.04 *Interest*

A. All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement.
2. Bonds:
   a. Performance bond (together with power of attorney).
   b. Payment bond (together with power of attorney).
3. Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
4. Drawings as listed in the table of contents of the drawings (copy of list attached and incorporated by reference).
5. Addenda (not attached but incorporated by reference)
   a. Number **1** dated **November 3, 2026.**
   b. Number **2** dated **November 6, 2026.**
   c. Number **3** dated **November 9, 2026.**
   d. Number **4** dated **November 9, 2026.**
6. Exhibits to this Agreement (enumerated as follows):
   a. Contractor's Bid consisting of **1 Total Page.**
7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

a. Notice to Proceed,

b. Work Change Directives,

c. Change Orders,

d. Field Order,

e. Task Orders.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8 – ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

(Continued on next page)

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.
This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:
(Signatures authorized pursuant to Res. _____-26-27)

City of Sheboygan

By:

_____
(signature)

Name,
Title: Ryan Sorenson, Mayor

Date: _____

Attest:

By:

_____
(signature)

Name,
Title: Meredith DeBruin, City Clerk

Date: _____

Address for giving notices:
City of Sheboygan – Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081

Approved by:

_____
(signature)

Name, Evan Grossen, Deputy Finance
Title: Director/Comptroller

Date: _____

Approved as to form and Execution by:

_____
(signature)

Name, Elizabeth Majerus, City Attorney
Title:

Date: _____

CONTRACTOR:

_____

By:

_____
(signature)

Name,
Title: _____
(printed)

Date: _____

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Address for giving notices:

_____

_____

CITY OF SHEBOYGAN PUBLIC WORKS	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Table of Contents		
		Section:	00 01 10		
		Bid Number:	C26-23	Page:	1 of 3
		Foth Project:	24S042.01	Date:	Oct. 2026

Southside Interceptor Sewer Construction – Contract 1
City of Sheboygan

SECTION	TITLE	Pages
00 00 00	**PROCUREMENT AND CONTRACTING REQUIREMENTS**	
	Introductory Information	
00 01 01	Cover	1
00 01 01	Stamping Page	1
00 01 10	Table of Contents	3
	Procurement Requirements	
00 11 13	Advertisement for Bids	3
00 21 13	Instructions for Bidders	11
00 41 43	Bid Form	7
00 41 44	Unit Price Worksheet	1
00 41 44.1	Quest Unit Price Worksheet	3
00 42 13	Bid Bond	3
00 43 33	Substitute or Equal Schedule	1
00 45 13	Bidder's Proof of Responsibility	6
00 45 20	Bidder's Proof of Responsibility and Non-Collusion Affidavit - Subcontractor	3
00 45 50	List of Subcontractors	1
	Contracting Requirements	
00 51 00	Notice of Award	2
00 52 00	Agreement	7
00 55 00	Notice to Proceed	1
00 61 13	Performance Bond Form	5
00 61 14	Payment Bond Form	5
00 62 11	Submittal Cover	1
00 62 76	Application for Payment	2
00 63 13	Request for Information	1
00 63 60	Work Change Directive	1
00 63 61	Field Order	1
00 63 63	Change Order Form	2
00 65 16	Certificate of Substantial Completion	1
00 65 17	Notice of Acceptability of Work	2
00 65 18	Contractor's Affidavit of Compliance Certification and Release	1
00 65 19	Consent of Surety to Final Payment	1
00 72 00	Standard General Conditions of the Construction Contract – 2018	78
00 73 00	Supplementary Conditions	15
00 73 01	DNR Loan Requirements	16
00 73 46	Prevailing Wage Determination	30
00 91 13	Addendum	1

CITY OF SHEBOYGAN PUBLIC WORKS	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Table of Contents		
		Section:	00 01 10		
		Bid Number:	C26-23	Page:	2 of 3
		Foth Project:	24S042.01	Date:	Oct. 2026

SECTION	TITLE	Pages
	GENERAL REQUIREMENTS	
01 11 00	Summary of Work	6
01 14 00	Work Restrictions	5
01 22 01	Measurement and Payment	12
01 23 00	Alternates	1
01 29 00	Payment Procedures	3
01 31 19	Project Meetings	1
01 32 33	Photographic Documentation	5
01 33 00	Submittal Procedures	6
01 41 00	Regulatory Requirements	2
01 43 00	Quality Assurance	3
01 45 23	Testing and Inspection Agency Qualifications	1
01 50 00	Temporary Facilities and Controls	5
01 55 26	Temporary Traffic Control	3
01 57 13	Temporary Erosion and Sediment Control	4
01 57 19	Temporary Environmental Controls	2
01 60 00	Product Requirements	4
01 71 23	Construction Staking	3
01 73 29	Sawcutting	2
01 78 00	Closeout Requirements	2
01 78 19	Project Record Requirements	2
01 89 13	Site Preparation Performance Requirements	1
02 00 00	**EXISTING CONDITIONS**	
02 41 13	Selective Site Demolition and Abandonment	3
02 93 00	Site Restoration	2
10 00 00	**SPECILITIES**	
10 14 53	Traffic Signage	**1**
10 55 00	Postal Specialties	2
31 00 00	**EARTHWORK**	
31 10 00	Site Clearing	3
31 23 01	Excavation and Fill for Roadways	3
31 23 02	Excavation and Fill for Buildings and Structures	13
31 23 19	Dewatering	4
31 23 23.33	Flowable Fill	4
31 23 33	Trenching, Backfilling, and Compacting	9
31 25 00	Erosion Control and Site Maintenance	3
31 32 19	Geosynthetic Soil Stabilization and Layer Separation	8

CITY OF SHEBOYGAN PUBLIC WORKS	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Table of Contents		
		Section:	00 01 10		
		Bid Number:	C26-23	Page:	3 of 3
		Foth Project:	24S042.01	Date:	Oct. 2026

SECTION	TITLE	Pages
32 00 00	**EXTERIOR IMPROVEMENTS**	
32 10 00	Grading, Pavement, Curb and Gutter, and Sidewalk	5
32 17 23	Pavement Markings	1
32 31 00	Fences and Gates	4
32 92 00	Turf and Grasses	3
33 00 00	**UTILITIES**	
33 01 32	Sewer Televising	6
33 05 00	Common Work Results for Utilities	3
33 05 01	Testing and Inspection of Buried Pipelines	10
33 05 23	Trenchless Excavation Construction	9
33 05 61	Concrete Manholes, Catch Basins and Inlets	9
33 31 13	Gravity Sewer Systems	18
33 42 00	Stormwater Conveyance	7
	APPENDICES	
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Appendix B	Addendum to the Preliminary Geotechnical Engineering Report, Gartman Development, October 16, 2024	38
Appendix C	Geotechnical Report from Gestra	110
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Appendix E	Geotechnical Engineering Services Reports and Hazardous Conditions Reports	584
Appendix F	Wisconsin DNR Contract Packet for DBE Compliance	10
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PLOTTED BY - Dew, Kurt

DEPARTMENT OF PUBLIC WORKS

SOUTHSIDE INTERCEPTOR SEWER CONSTRUCTION

CONTRACT 1

OCTOBER 2026



ISSUED FOR BID
BID NUMBER: C26-23

CITY OF SHEBOYGAN
PUBLIC WORKS

City of Sheboygan
Department of Public Works
Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081
920-459-3440

Travis Peterson - Director
Kevin Jump, PE - City Engineer
Tim Moyer, PE - Assistant City Engineer

OWNER CONTACT INFORMATION

KEVIN JUMP - P.E.
CITY ENGINEER
CITY OF SHEBOYGAN
2026 NEW JERSEY AVE
SHEBOYGAN, WI 53081
(920) 459-3485

TRAVIS PETERSON
DIRECTOR OF PUBLIC WORKS
CITY OF SHEBOYGAN
2026 NEW JERSEY AVE
SHEBOYGAN, WI 53081
(920) 459-3440

ENGINEER CONTACT INFORMATION

DAN F. SNYDER - P.E.
FOTH INFRASTRUCTURE & ENVIRONMENT, LLC
BALLPARK COMMONS OFFICE BUILDING
7044 SOUTH BALLPARK DRIVE, SUITE 200
FRANKLIN, WI 53132
PHONE: (414) 336-7900
DIRECT: (414) 336-7920
EMAIL: dan.snyder@foth.com

TO OBTAIN LOCATION OF
PARTICIPANTS' UNDERGROUND
FACILITIES BEFORE YOU
DIG IN WISCONSIN

DIGGERS HOTLINE

Toll Free (800) 242-8511
Hearing Impaired TDD (800) 542-2289
www.DiggersHotline.com

WIS. STATUTE 182.0175 (1974)
REQUIRES MIN. OF 3 WORK DAYS
NOTICE BEFORE YOU EXCAVATE.

VERTICAL DATUM:

NAVD88 (2012)

HORIZONTAL DATUM:

WISCONSIN COORDINATE REFERENCE SYSTEM (WisCRS), SHEBOYGAN COUNTY, NAD83 (2011)

ANY SURVEY MONUMENTS THAT ARE DAMAGED MUST BE REPLACED IN ACCORDANCE WITH THE SPECIFICATIONS

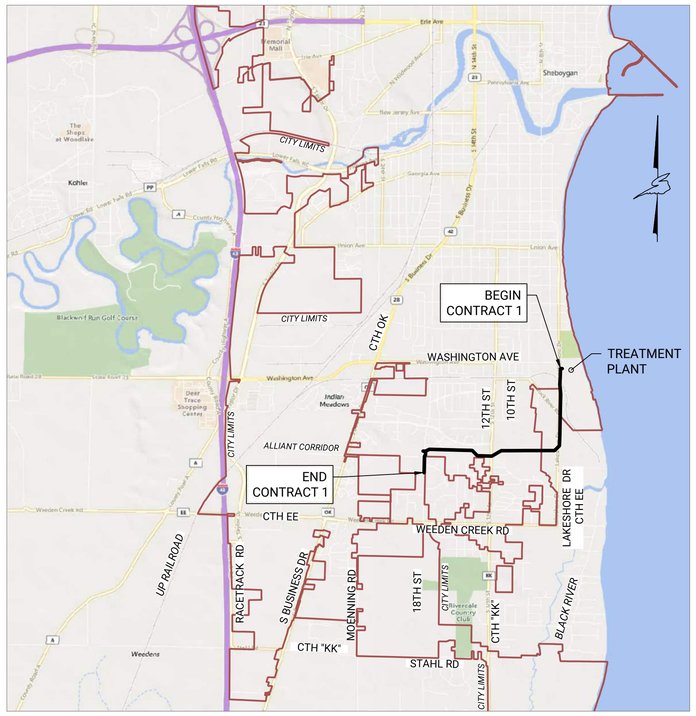
REGULATORY AGENCY CONTACT INFORMATION

RICKY KUBICEK
ENVIR. ANALYSIS REV SPECIALIST
WDNR HISTORIC PRESERVATION
1027 WEST ST. PAUL AVE
MILWAUKEE, WI 53233
(414) 322-9351

FRANCESCA SANCHEZ
WATER MANAGEMENT SPECIALIST
WDNR WETLANDS / WATERWAYS
N7725 HWY 28
HORICON, WI 53032
(414) 531-0305

GUNILLA GOULDING
WASTEWATER ENGINEER ADV.
WDNR WASTEWATER
101 S. WEBSTER ST
MADISON, WI 53703
(608) 575-1810

PETER WOOD
WATER RESOURCES ENGINEER ADV.
WDNR STORMWATER
141 NW BARSTOW ROOM 180
WAUKESHA, WI 53188
(262) 822-8227



LOCATION MAP

INDEX OF SHEETS

SHEET NO.	SHEET TITLE
	GENERAL SHEETS
G1.00	TITLE SHEET
G2.00	ALIGNMENT OVERVIEW / HAUL ROUTE
G3.00	STANDARD SYMBOLS & ABBREVIATIONS
G4.00	GENERAL NOTES AND CONSTRUCTION SEQUENCE
G5.00	SANITARY SEWER PIPE SCHEDULES
	CIVIL SHEETS
C0.01	BENCHMARK CONTROL INFORMATION
C1.01 - C1.09	SANITARY SEWER PLAN & PROFILE
C2.01 - C2.05	EROSION CONTROL PLANS
C3.01 - C3.03	TRAFFIC DETOUR PLANS & DETAILS
C4.01 - C4.08	CONSTRUCTION DETAILS

UTILITY / FACILITIES CONTACT INFORMATION

BEN DARKOW
PUBLIC WORKS DIRECTOR
TOWN OF WILSON
SANITARY DISTRICT 1
5935 S. BUSINESS DRIVE
SHEBOYGAN, WI 53081
(920) 980-0198

DAVE McMILLAN
DISTRIBUTION SUPERVISOR
SHEBOYGAN WATER UTILITY
72 PARK AVE
SHEBOYGAN, WI 53081
(920) 459-4635

LISA SUPRENAND
AT&T DISTRIBUTION OSP
820 WITZEL AVENUE - FLOOR 1
OSHKOSH, WI 54902
(800) 288-2020
(920) 929-8459

BEN REISEN
DISTRIBUTION OSP
ALLIANT ENERGY
4421 TOWER DRIVE
SHEBOYGAN, WI 53081
(920) 459-6367

ASHLEY KOHN
RIGHT OF WAY AGENT - DISTRIBUTION
WEC ENERGY GROUP (WPS CORP)
933 S WILDWOOD AVENUE
SHEBOYGAN, WI 53081
(920) 433-5379

JAMIE AHRENS
SPECTRUM TELECOM OSP
1623 BROADWAY AVENUE
SHEBOYGAN, WI 53081
(833) 267-6094
(920) 263-0147

DOUG VOSBERG
ATC MAINTENANCE SPECIALIST
AMERICAN TRANSMISSION CO (ATC)
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COTTAGE GROVE, WI 53527
(608) 438-7650

JOEL KOLSTE
CITY OF SHEBOYGAN ELECTRICAL
STREET LIGHTING & TRAFFIC SIGNALS
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STEVEN JAKUBIEC
TDS TELECOM OSP
SHEBOYGAN, WI 53081
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(920) 562-7221

ALYSSA DUCAT, WPS (GAS)
PO BOX 329
993 S WILDWOOD AVE
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(800) 450-7260
(920) 657-1847

CURTIS HALL
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PARKS AND FORESTRY
2026 NEW JERSEY AVENUE
SHEBOYGAN, WI 53081
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LORI S KETTER
WINDSTREAM KDL TELECOM
314 N DANZ AVENUE
GREEN BAY, WI 54302
(414) 274-9215

CITY OF SHEBOYGAN POLICE
NON-EMERGENCY
(920) 459-3333

KOJI BJERKE
EXTENET SYSTEMS OSP
3030 WARRENVILLE ROAD
LISLE, IL 60532
(630) 245-2075

CITY OF SHEBOYGAN FIRE
NON-EMERGENCY
(920) 459-3322

WISCONSIN
DANIEL F SNYDER
E-23188
MILWAUKEE
WI
PROFESSIONAL ENGINEER

City of Sheboygan
spirit on the lake

Foth

FOTH PROJECT #0024S042.01

Plot Date	10/8/2026
Sheet No.	G1.00
Drawing No.	G1.01

FILE NAME : C:\PW_WORKDIR\PW_IE\D0772887\G1.01-TITLE SHEET.DWG
LAYOUT NAME - G1.01

Southside Interceptor Sewer Construction - Contract 1 (#10399438)
Owner: Sheboygan WI, City of
Solicitor: Foth - Milwaukee
11/10/2026 02:00 PM CST

						Advance Construction Inc.	
Section Title	**Line Item**	**Item Code**	**Item Description**	**UofM**	**Quantity**	**Unit Price**	**Extension**
	1	1	Mobilization	LS	1	$1,046,200.00	$1,046,200.00
	2	2	Demobilization	LS	1	$100,000.00	$100,000.00
	3	3	Traffic Control	LS	1	$20,050.00	$20,050.00
	4	4	Clearing, Grubbing, and Tree Removal	LS	1	$50,000.00	$50,000.00
	5	5	Trackout Control Pad	EA	8	$1,200.00	$9,600.00
	6	6	Erosion Control - Silt Fence	LF	11900	$2.85	$33,915.00
	7	7	Erosion Control - Inlet Protection	EA	26	$55.00	$1,430.00
	8	8	Erosion Control - Ditch Checks	EA	32	$45.00	$1,440.00
	9	9	Erosion Control - Straw Wattle	LF	1040	$4.95	$5,148.00
	10	10	Remove and Replace Signing	LS	1	$5,000.00	$5,000.00
	11	11	Construction Timber Mats	LF	880	$252.00	$221,760.00
	12	12	Construction Staking	LS	1	$17,208.00	$17,208.00
	13	13	42-inch FRPMP Sanitary Sewer, SN 72, Spoil Backfill	LF	1200	$776.00	$931,200.00
	14	14	42-inch FRPMP Sanitary Sewer, SN 72, Granular Backfill	LF	1070	$1,575.50	$1,685,785.00
	15	15	42-inch FRPMP Sanitary Sewer, SN T.B.D By Manufacturer (Pipe Only for Trenchless No. 1)	LF	300	$531.00	$159,300.00
	16	16	42-inch FRPMP Sanitary Sewer, SN T.B.D By Manufacturer (Pipe Only for Trenchless No. 1A)	LF	540	$508.00	$274,320.00
	17	17	36-inch FRPMP Sanitary Sewer, SN 72, Spoil Backfill	LF	3680	$715.50	$2,633,040.00
	18	18	36-inch FRPMP Sanitary Sewer, SN 72, Crushed Stone Backfill	LF	860	$2,792.00	$2,401,120.00
	19	19	36-Inch FRPMP Sanitary Sewer, SN 72, Slurry Backfill	LF	120	$1,517.00	$182,040.00
	20	20	36-inch FRPMP Sanitary Sewer, SN T.B.D By Manufacturer (Pipe Only for Trenchless No. 2A)	LF	395	$489.00	$193,155.00
	21	21	36-inch FRPMP Sanitary Sewer, SN T.B.D By Manufacturer (Pipe Only for Trenchless No. 2B)	LF	85	$610.00	$51,850.00
	22	22	36-inch FRPMP Sanitary Sewer, SN T.B.D By Manufacturer (Pipe Only for Trenchless No. 3)	LF	300	$481.00	$144,300.00
	23	23	36-inch FRPMP Sanitary Sewer, SN T.B.D By Manufacturer (Pipe Only for Trenchless No. 4)	LF	800	$514.00	$411,200.00
	24	24	36-inch FRPMP Sanitary Sewer, SN T.B.D By Manufacturer (Pipe Only for Trenchless No. 5A)	LF	165	$535.00	$88,275.00
	25	25	24-inch FRPMP Sanitary Sewer, SN T.B.D By Manufacturer (Pipe Only for Trenchless No. 5B)	LF	100	$408.00	$40,800.00
	26	26	24-inch PVC Sanitary Sewer, Spoil Backfill	LF	16	$709.00	$11,344.00
	27	27	Trenchless Excavation, Location No. 1	LF	288	$2,135.00	$614,880.00
	28	28	Trenchless Excavation, Location No. 1A	LF	534	$1,719.00	$917,946.00
	29	29	Trenchless Excavation, Location No. 2A	LF	388	$1,665.00	$646,020.00
	30	30	Trenchless Excavation, Location No. 2B	LF	80	$2,525.00	$202,000.00
	31	31	Trenchless Excavation, Location No. 3	LF	290	$1,635.00	$474,150.00
	32	32	Trenchless Excavation, Location No. 4	LF	794	$1,688.00	$1,340,272.00
	33	33	Trenchless Excavation, Location No. 5A	LF	154	$2,265.00	$348,810.00
	34	34	Trenchless Excavation, Location No. 5B	LF	96	$1,104.00	$105,984.00
	35	35	Sanitary Sewer Manhole, 72-inch Dia. (Reduced)	VF	325	$1,509.00	$490,425.00
	36	36	Sanitary Sewer Manhole, 72-inch Dia. w/ Outside Drop (Reduced)	VF	40	$2,484.00	$99,360.00
	37	37	Sanitary Sewer Manhole, 96-inch Dia. (Reduced)	VF	75	$2,643.00	$198,225.00
	38	38	Sanitary Sewer Manhole, 60-inch Dia. (Reduced)	VF	65	$1,354.00	$88,010.00
	39	39	Sanitary Sewer Manhole, Vent Stack	EA	4	$1,350.00	$5,400.00
	40	40	Sanitary Sewer, Trench Dam	EA	10	$1,000.00	$10,000.00
	41	41	Sanitary Sewer, Trench Stabilization Material	TON	2500	$35.00	$87,500.00
	42	42	Connect to Existing Sanitary Sewer w/ 48"x42" Wye (at WWTP)	EA	1	$809,532.00	$809,532.00
	43	43	Connect to Existing Santiary Sewer (at MH 12, MH 14 & MH 15)	EA	3	$6,500.00	$19,500.00
	44	44	Surface Restoration	LS	1	$200,000.00	$200,000.00
	45	45	Clean Water Fund Compliance	LS	1	$20,000.00	$20,000.00
	46	46	Existing Sewer Abandonment	LS	1	$5,000.00	$5,000.00
	47	47	Sanitary Sewer Manhole 2 - 96-inch Dia (reduced)	VF	40	$2,643.00	$105,720.00
	D1	D1	Bid Alternate - Use of polyurea manhole lining for manholes Identified in Bid Item 35	VF	325	$470.40	$152,880.00
	D2	D2	Bid Alternate - Use of polyurea manhole lining for manholes Identified in Bid Item 36	VF	40	$451.50	$18,060.00
	D3	D3	Bid Alternate - Use of polyurea manhole lining for manholes Identified in Bid Items 37 and 47	VF	115	$572.25	$65,808.75
	D4	D4	Bid Alternate - Use of polyurea manhole lining for manholes Identified in Bid Item 38	VF	65	$393.75	$25,593.75
	Base Bid Total:						**$17,770,556.50**

Foth

AGREEMENT FOR SERVI
ADDENDUM No. 9

Project Title: Southside Interceptor Sewer Final Design and Contract 1 Construction Administration/CWF Administration

FOTH Project Number: 24S042.01

CLIENT Project Number: (If applicable)

This Addendum (in addition to and subject to the conditions contained in the Agreement for Services dated **April 12, 2024**, (hereinafter "Addendum"), is made and entered into **7th** day of **October, 2026** by and between **FOTH INFRASTRUCTURE & ENVIRONMENT, LLC,** (hereinafter "Consultant") and ***city of Sheboygan***, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

CLIENT: City of Sheboygan – Department of Public Works
Address: 2026 New Jersey Avenue Sheboygan, WI 53081-4714
Phone No: 920-459-3367 Email Address: Kevin.jump@sheboyganwi.gov

Scope of Services: See Attachment 1 for the detailed scope of design-related services and Attachment 2 for construction administration and CWF services.

Schedule: Services shall be performed according to the following schedule:

Work to start upon authorization. It is anticipated that the design effort will will be completed within 60 days following authorization.

The construction administrative services will start once Contract 1 is awarded.

Compensation: In consideration of these Services, the Client agrees to pay Consultant compensation as follows:

☐ Lump-Sum in the amount of $ .00

☒ Unit Cost/Time Charges (Standard Rates) with an amount not-to-exceed $1,165,000-$1,260,000 for 1) engineering consulting related services depending on the extent of WDNR reviews/coordination and 2) construction administration/observation services (which includes CWF administration and a $154,000 allowance for geotechnical testing) depending on the actual duration of construction due to varying progress rates and number of crews.

☐ Unit Cost/Time Charges (Standard Rates)

☐ Other as stated here:

Special Conditions (if any):

Terms and conditions from the original contract shall apply. The fees for regulatory permit application/processing will be reimbursed separately from the unit cost/ time charges listed above.

Entire Agreement: This Addendum, along with other approved Addendums, together with and subject to the Agreement for Services referenced above, constitutes the entire understanding between the parties with respect to the subject matter hereof. This Addendum may be modified by subsequent written addenda mutually agreeable by both parties.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

City of Sheboygan		**FOTH INFRASTRUCTURE & ENVIRONMENT, LLC**	
Signed:		*Signed:*	
Name (printed):		Name (printed):	Thomas J. Ludwig PE
Title:		Title:	State Operations Director
Date:		Date:	10/5/2026
		Signed:	

Name (printed): Carrie L Voskuil

Title: Senior Contracts Manager

Date: 10/5/2026

Attachment 1

City of Sheboygan

Southside Interceptor
Addendum 9

In summary, the original scope and level of effort estimated in winter of 2024 envisioned a fast track, linear path to meet a very tight development timeframe. This has obviously changed and has produced the need to adjust our level of effort and thus fee to meet the many unforeseen variables during the project design/plan preparation. The below is a summary of the main reasons for fee adjustment.

Scope Changes

- Development of multiple alignments and easement revisions for Contract 3 (Casper and Pearce properties)
- Plan revisions and WDNR resubmittals for Contract 3
- Sheboygan County easement legal document preparation
- Town of Wilson coordination/meetings
- Multiple major WDNR submittals (4) and meetings/coordination for initial Contract 1-4
- Additional US Fish and Wildlife evaluation and submittals per WDNR review
- Additional contract document package preparations and multiple biddings.
    1. Currently three separate construction contract sets are planned versus the single contract set anticipated in the original design agreement.
    2. Separate procurement contract documents for the 18th Street culverts materials
    3. Four bid openings, reviews and letters of recommendation versus one bid.
    4. Three pre-bid meetings versus one.
- Additional project coordination/management for the two-year extended project schedule.
- Contaminated groundwater/soil coordination at Alliant and Wilson landfills.
- 18th Street Reconstruction coordination and plan/spec incorporation. The post bidding effort/costs are not included in this addendum.
- Additional geotechnical evaluation at proposed 18th Street culverts due to poor soils
- Additional wetland repermitting and coordination for the 18th Street culverts.

Budget Inflation/COLA Adjustment

Escalation and cost of living increases have resulted in approximately 4% per year employee wage and benefit increases.

- 2025-2026 services versus 2024 services in the original contract
- Ongoing project coordination/management with regulatory agencies, engineering division and various stakeholders (E.G. Sheboygan County and Alliant Energy)

FOTH
September 2016

Attachment 2
Construction Phase Engineering Services Scope
Southside Interceptor Contract 1

Construction phase engineering services shall be provided as outlined below in accordance with EJCDC E-504 (2020 Edition) Agreement Between Owner and Engineer for Professional Services Part 4. The scope of services shall include the following elements.

1. Section 1.06 (Construction Phase) Paragraphs B.1, B.5-8, B.11, B.12, B.14, B.16-25 and B.27
2. Section 1.07 (Post-Construction Phase) Paragraphs A.1 and A.2

See Exhibit A for details of the above services.

Foth

October 2026

10. The Bidding/Proposal Phase will be considered complete upon award of Construction Contracts for the Work and commencement of the Construction Phase, or upon cessation of negotiations with prospective contractors.

1.06 Construction Phase

A. After completion of the Final Design Phase and concurrent with the Bidding/Proposal Phase, and after issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, design, schedule, number of prime construction contracts, and other construction requirements of the Specific Project during the Construction Phase desired by Owner, the Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services or compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from specific modifications to the Specific Project.

1. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified. With the exception of such expressly required services, Engineer shall have no design, Submittal (including Shop Drawing) review, or other obligations during construction, and Owner assumes all responsibility for providing or arranging for all other necessary Construction Phase administrative, engineering, and professional services.

2. Owner waives all claims against Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A. Notwithstanding the foregoing waiver, Engineer shall be responsible for any professional opinions and interpretations provided by Engineer to Owner during the Construction Phase or Post-Construction Phase, including interpretations or clarifications of the Construction Contract Documents.

B. Upon successful completion of the Bidding/Proposal Phase, and upon written authorization from Owner, Engineer shall provide the following services:

1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in this Agreement and the Construction Contract. Unless otherwise set forth in the scope of Basic Services (as duly modified), the extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2018) or other construction general conditions specified in this Agreement. Except as otherwise provided in the Construction Contract, Owner's communications to Contractor will be issued through Engineer.

a. If the responsibilities of Engineer as set forth in the Construction Contract are greater than those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified, then Owner shall either (1) expand the scope of the Construction Phase services to match those of the Construction Contract, and compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services, or (2) identify a qualified individual or entity (other than

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Engineer) responsible for the additional responsibilities in the Construction Contract.

b. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, or if Owner requires Engineer's services for construction that extends longer than the anticipated Construction Contract Times, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services.

c. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.

2. Field Office: **[Delete or edit as applicable to the Specific Project]** Engineer and Resident Project Representative (if any) will be based in a field office at the Site. The field office will be furnished and maintained at Owner's expense, and will include reasonable furnishings, all required temporary utilities (including internet service) and facilities, and be secured for Engineer's (and RPR's) exclusive use.

3. Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist Engineer and to provide more extensive observation of Contractor's Work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. **[If Engineer will not be providing RPR services under the specific Task Order, then delete this Paragraph 3 by inserting the word "DELETED" after the paragraph title; do not include Exhibit D as an exhibit to the specific Task Order; and do not include RPR compensation in Paragraph 7 of the Exhibit specific Task Order.]**

4. Selection of Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform required testing services.

5. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site; prepare and distribute agenda for the conference and prepare and distribute minutes of such conference.

6. Electronic Transmittal Protocols: If the Construction Contract does not establish protocols for transmittal of Electronic Documents by Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

7. Original Documents: If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

8. Schedules: Receive, review, and, and, subject to the criteria of the Construction Contract, determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the progress schedule, schedule of submittals,

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and schedule of values. Advise Contractor in writing of Engineer's comments or acceptance of schedules.

a. Schedules will be acceptable to Engineer as to form and substance:

1) Progress Schedule: if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2) Contractor's Schedule of Submittals: if it provides a workable arrangement for reviewing and processing the required Submittals.

3) Contractor's Schedule of Values: if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

9. Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

10. Permits: Provide Owner with copies of technical information and supporting data previously obtained or developed by Engineer for Owner's use, or for Owner to provide to Contractor, in obtaining required permits and licenses delegated to Contractor by Owner.

11. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:

Notes to User—To the extent that the parties may want to better quantify the number of actual visits for budgeting or quality assurance purposes, it may be advisable to insert at the beginning of Paragraph 11.a an agreed-upon frequency of Engineer's site visits, e.g. "at approximately weekly intervals during periods of active construction" in lieu of the more general "intervals appropriate to the various stages of construction."

a. Make visits to the Site at intervals appropriate to the various stages of the Work, as Engineer deems necessary, to observe as an experienced and qualified design professional, the progress of Contractor's executed Work. Such visits and observations by Engineer, including its RPR, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by its RPR, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. Engineer will make a report of Engineer's visit, summarizing Engineer's general observations and any significant findings.

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b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to by this Agreement and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Specific Project as a functioning whole as indicated in the Construction Contract Documents. Engineer will not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor will Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

12. Defective Work: If, on the basis of Engineer's observations or as indicated in documentation available to Engineer, Engineer believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, Engineer will promptly issue written notice to Contractor (with copy to Owner) of such defective Work. Such notice will communicate the scope, extent (to Engineer's understanding) of defect, and associated provisions of the Construction Contract Documents.

    a. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting the defective Work in accordance with the provisions of the Construction Contract Documents. Engineer shall give notice to Contractor regarding whether the defective Work should be repaired, replaced, or will be accepted by Owner.

    b. However, Engineer's authority to provide this information to Owner or Engineer's decision to exercise or not exercise such authority will not give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.

13. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Specific Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

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14. Clarifications and Interpretations: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

15. Non-reviewable Matters: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (a) the performance or acceptability of the Work under the Construction Contract Documents, (b) the design (as set forth in the Drawings, Specifications, or otherwise), or (c) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

16. Field Orders: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

17. Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

18. Change Proposals and Claims

    a. Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.

    b. Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

19. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to Underground Facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use subject to limitations of Engineer's obligations under this Agreement.

20. Contractor's Submittals: Review and approve or take other appropriate action with respect to required Contractor Submittals, but only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Construction Contract Documents, and for compatibility with the design concept of the completed Specific Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction

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or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's Submittal schedule that Engineer has accepted.

21. Substitutes and "Or-equals": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Exhibit A Paragraph 2.01.A.2.

22. Inspections and Tests

    a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining whether the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b. Reply to Contractor requests for written concurrence that specific portions of the Work that are to be inspected, tested, or approved may be covered.

    c. Issue written requests to Contractor that specific portions of the Work remain uncovered.

    d. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

    e. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

23. Contractor's Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set offs) based on the provisions for set offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, within the limits of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

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b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

24. Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Exhibit A Paragraph 1.06.B.20. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents will be to check that Contractor has submitted a complete set of those documents that Contractor is required to submit.

25. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, visit the Site in company with Owner and Contractor to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

26. Other Tasks: Perform or provide the following other Construction Phase tasks or deliverables:

    a. **[List any such tasks or deliverables here]**.

27. Completion and Acceptability of the Work: After notice from Contractor that the Work is complete:

    a. visit the Site with Owner and Contractor to determine if the Work is in fact complete and acceptable;

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b. notify Contractor of any part of the Work that is found during the visit to be incomplete or defective, and subsequently confirm that Contractor has corrected any such deficiencies;

c. follow the procedures in the Construction Contract regarding review and response to Contractor's application for final payment and accompanying documentation; and

d. if Engineer is satisfied that the Work is complete and acceptable, provide a notice to Owner and Contractor using EJCDC® C-626, Notice of Acceptability of Work (attached as Exhibit E), stating that the Work is acceptable (subject to the provisions of the Notice and this Exhibit A) within the limits of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

28. Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

C. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractor. If the Specific Project involves more than one prime contract as indicated in Exhibit A Paragraph 1.04.A.1, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

1.07 Post-Construction Phase

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Specific Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Specific Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Perform or provide the following other Post-Construction Phase tasks or deliverables:

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a. **[List any such tasks or deliverables here].**

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate 12 months after the commencement of the Construction Contract's correction period.

ARTICLE 2—ADDITIONAL SERVICES

2.01 Additional Services Not Requiring Owner's Written Authorization

A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Paragraph 7 of the governing Task Order.

1. Substantive design and other technical services in connection with Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner.

2. Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those Phases or otherwise dependent on the actions of prospective individual bidders or contractors and including:

a. making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items;

b. services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Specific Project;

c. evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract; and

d. providing to the Contractor or Owner additional or new information not previously prepared or developed by the Engineer for their use in applying for or obtaining required permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Implement coordination of Engineer's services with other parts of the Specific Project that are not planned or designed by Engineer or its Subconsultants, unless Owner

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Contract 1 Geotech

Project Length = 9600 LF

Project Duration = 12 months (52 weeks)

(A) Field Testing Services

Assume 1 Full Day & 1 Half Day/ Week

52 Full Days

52 Half Days

52 x $1530 (2027 Rate) = $79,560

52 x $795 (2027 Rate) = $41,340

$120,900

Use $121,000

(B) Start Up Fee $500

(C) MOD. Proctor w/ Grad (Wash)

Assume 40 C (190+135) = $13,000

Total $134,500

Use $140,000

Foth Fee $14,000

Total $154,000

AGENDA ITEM MEMORANDUM

DATE: 11/19/2026

TO: Public Works Committee

FROM: Kevin Jump, PE – City Engineer

SUBJECT: Resolution 147-26-27 – authorizing the appropriate City officials to enter into a contract with J. Miller Electric, Inc. for Electrical and Controls Improvements at the stormwater pond at the intersection of North 29th Street and Geele Avenue (“Project").

ISSUE

Should the Public Works Committee recommend approval of a contract with J. Miller Electric, Inc.?

STAFF RECOMMENDATION

Staff recommends approval of the contract.

BACKGROUND/DISCUSSION

The attached resolution seeks authorization for the appropriate City officials to execute an agreement with J. Miller Electric, Inc. for electrical and controls improvements at the City's stormwater pumping stations located at the intersection of North 29th Street and Geele Avenue.

The project consists of mechanical, electrical, controls, and safety upgrades to two existing stormwater pumping stations that serve the Geele Pond stormwater management system. The improvements will modernize critical electrical and control components at the pumping stations, improving system reliability and operational performance.

The existing control systems are outdated and unreliable. The upgraded control systems will also connect to the City's existing Supervisory Control and Data Acquisition (SCADA) system at the Wastewater Treatment Facility.

The City recently solicited competitive bids for the project and received the following two bids:

- J. Miller Electric, Inc.: $274,409.00
- August Winter & Sons, Inc. : $442,975.00

After reviewing the submitted bids, Engineering staff determined that J. Miller Electric, Inc. submitted the lowest responsive and responsible bid that meets all project requirements and specifications. Although the low bid was substantially below the second bid, staff reviewed the proposal and confirmed that J. Miller Electric, Inc. meets all bid requirements and project specifications.

FUNDING IMPACT

Funds for the improvements have been included in the Capital Improvement Program.

DEPARTMENT OF
PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

920/459-3440
sheboyganwi.gov

City of Sheboygan
spirit on the lake

AGENDA ITEM MEMORANDUM (CONT.)

IF APPROVED, NEXT STEPS:

If approved, appropriate staff will sign the contract and authorize commencement of construction activities.

CITY OF SHEBOYGAN
RESOLUTION 147-26-27

BY ALDERPERSONS DEKKER AND KELLY.

NOVEMBER 23, 2026.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with J. Miller Electric, Inc. for Electrical and Controls Improvements at the stormwater pond at the intersection of North 29th Street and Geele Avenue (“Project").

WHEREAS, the City of Sheboygan has advertised for bids for the construction of the Project; and

WHEREAS, two bids were received in response to that advertisement; and

WHEREAS, the lowest bid was from J. Miller Electric, Inc. for $274,409.00; and

WHEREAS, the City Engineer reviewed the bids and determined that the low bid met all specifications; and

WHEREAS, pursuant to Res. No. 486-93-94, a Declaration of Official Intent to reimburse expenditures related to this project has been completed.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into a contract with J. Miller Electric, Inc. for the Electrical and Controls Improvements at the stormwater pond at the intersection of North 29th Street and Geele Avenue.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to draw funds from Capital Fund – Public Works – Improvements other than Buildings (Acct. No. 400300-641100), upon the agreement being fully executed by all parties, to pay for the services identified above in accordance with the appropriate agreement.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to transfer funds from the storm water management project via the following 2026 budget amendment:

INCREASE:

Capital Fund – Public Works – Improvements other than Buildings (Acct. No. 400300-641100)	$78,244

DECREASE:

Capital Fund – Public Works – Storm Sewer Infrastructure (Acct. No. 400300-641500)	$78,244

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL _____.

Presiding Officer

_____

Ryan Sorenson, Mayor, City of Sheboygan

Attest

_____

Meredith DeBruin, City Clerk, City of Sheboygan

SECTION 00 52 00

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and

J. Miller Electric, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – **WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: mechanical and electrical construction to upgrade portions of two existing stormwater pumping stations.

ARTICLE 2 – **THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Geele Pond Stormwater Pumping Station Modifications

ARTICLE 3 – **ENGINEER**

3.01 The part of the Project that pertains to the Work has been designed by the City of Sheboygan

3.02 The Engineering Division, Department of Public Works, City of Sheboygan, Sheboygan, WI will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – **CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before September 1, 2028 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.

4.03 *Milestones [NOT USED]*

4.04 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4. Milestones: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each Milestone, if any, until Milestone is achieved.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.05 *Special Damages*

A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

C. Contractor shall pay Owner the amount identified in paragraph 20.01 of the Supplementary Conditions for damage to trees and tree roots caused by the Contractor's actions or failure to act.

ARTICLE 5 – **CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work, a lump sum amount of $274,409.00

ARTICLE 6 – **PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on the third Wednesday of the Month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

6.04 *Interest*

A. All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

ARTICLE 7 – **CONTRACT DOCUMENTS**

7.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement.

2. Bonds:

a. Performance bond (together with power of attorney).

b. Payment bond (together with power of attorney).

3. Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).

4. Drawings as listed in the table of contents of the drawings (copy of list attached and incorporated by reference).

5. Addenda (not attached but incorporated by reference)

a. None.

6. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

a. Notice to Proceed,

b. Work Change Directives,

c. Change Orders,

d. Field Order,

e. Task Orders.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8 – **ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording

of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

(Continued on next page)

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:
(Signatures authorized pursuant to Res. _____-26-27)

City of Sheboygan

By: _____
(signature)

Name, Title: Ryan Sorenson, Mayor

Date: _____

Attest:

By: _____
(signature)

Name, Title: Meredith DeBruin, City Clerk

Date: _____

Address for giving notices:
City of Sheboygan – Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081

Approved by:

_____
(signature)

Name, Title: Evan Grossen, Deputy Finance Director/Comptroller

Date: _____

Approved as to form and Execution by:

_____
(signature)

Name, Title: Elizabeth Majerus, City Attorney

Date: _____

CONTRACTOR:

J. Miller Electric, LLC

By: _____
(signature)

Name, Title: _____ (printed)

Date: _____

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Address for giving notices:

_____

_____

SECTION 00 01 10

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Geele Pond Stormwater Pumping Station Modifications

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BID NUMBER: C26-22

CITY OF SHEBOYGAN

DEPARTMENT OF PUBLIC WORKS

SHEBOYGAN, WI

GEELE POND STORMWATER PUMPING STATION MODIFICATIONS

ISSUE FOR BID - OCTOBER 2026

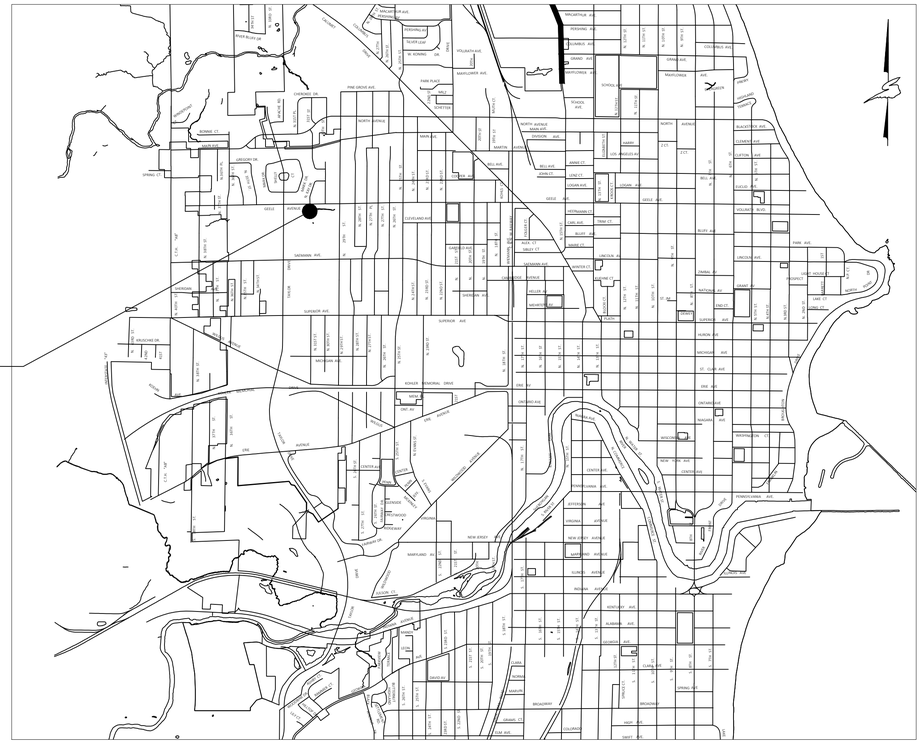


CITY OF SHEBOYGAN
PUBLIC WORKS

City of Sheboygan
Department of Public Works
Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081
920-459-3440

Travis Peterson - Director
Kevin Jump, PE - City Engineer
Tim Moyer, PE - Assistant City Engineer

PROJECT LOCATION
3000 GEELE AVE



LOCATION MAP
NOT TO SCALE

INDEX OF SHEETS	
SHEET NO.	SHEET TITLE
SECTION 00 - GENERAL	
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00G0.02	ELECTRICAL TYPICAL SYMBOLS AND ABBREVIATIONS
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SECTION 100 - SCHEDULES AND DETAILS	
100E1.01	ELECTRICAL SCHEDULES AND DETAILS

STAMP

WISCONSIN
BRUCE W. GRINDELAND
E-24817-6
WATERFORD
WIS.
PROFESSIONAL ENGINEER
10/29/2026

ELECTRICAL AND CONTROLS

STAMP

WISCONSIN
MATTHEW J. EBERHARDT
E-41118
MADISON
WI
PROFESSIONAL ENGINEER
10/29/26

PROJECT MANAGER

UTILITY AND EMERGENCY TELEPHONE NUMBERS:

Ashley Kohn
Right of Way Agent - Distribution Agent
Wec Energy Group
933 S Wildwood Ave
Sheboygan, WI 53081
Phone: (920) 433-5379

David Poster
Engineering Technician
Alliant Energy
4421 Tower Drive
Sheboygan, WI 53081
Phone: (920) 459-6331

Wisconsin Public Service
993 S Wildwood Ave
Sheboygan, WI 53081
Phone: (800) 450-7260

AT&T Distribution (SBC)
Sheboygan, WI 53081
Phone: (262) 446-9821

Charter Communications
Sheboygan, WI 53081
Phone: (262) 446-9821

ENGINEER CONTACT INFORMATION:

Matt Eberhardt - P.E.
Foth Infrastructure & Environment, LLC
2418 Crossroads Drive, Suite 3600
Madison, WI 53718
Phone: (608) 242-5900

Foth

City of Sheboygan

Plot Date	10/21/2026
Sheet No.	1
Drawing No.	00G0.01

PLOTTED BY - Schaub, Alex
FILE NAME : C:\PW_WORKDIR\PW_IE\D0967781\COVER (2026).DWG
LAYOUT NAME - 000CV
Border Revised: 2/2026