



PUBLIC WORKS COMMITTEE AGENDA

April 09, 2024 at 5:30 PM

Municipal Service Building - Training Room, 2026 New Jersey Avenue

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 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

OPENING OF MEETING

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Introduction of Committee Members and Staff

MINUTES

5. Approval of Minutes: March 26, 2024

ITEMS FOR DISCUSSION & POSSIBLE ACTION

6. R. O. No. 130-23-24 / Submitting a communication from the Sheboygan Event Company asking for the waiving of park and equipment rental fees for the Coho Derby.
7. Res. No. 199-23-24 / A resolution authorizing a professional services agreement between the City of Sheboygan and Kapur & Associates, Inc. for services related to the Tax Incremental District 21 (TID 21) Commerce Street reconstruction project and an amendment in the 2024 TID 21 budget to cover the associated cost.
8. Direct Referral Res. No. 202-23-24 / A resolution authorizing the appropriate City officials to enter into a State/Municipal Financial Agreement with the State of Wisconsin Department of Transportation for a pavement resurfacing project of Washington Avenue (South Taylor Drive to South Business Drive) and South Business Drive (Washington Avenue to 0.13 miles north of Wilson Avenue).
9. Direct Referral Res. No. 205-23-24 / A resolution authorizing the appropriate City officials to enter into a contract with BMD Concrete Innovations, LLC for the construction of the 2024 Sidewalk Program.

NEXT MEETING DATE

10. Next Regular Meeting Date: April 23, 2024

ADJOURNMENT

11. Motion to adjourn Sine Die

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
Tuesday, March 26, 2024

COMMITTEE MEMBERS PRESENT: Chair Dean Dekker, Alderperson Angela Ramey, and Alderperson Joe Heidemann

COMMITTEE MEMBERS EXCUSED: Vice Chair Zach Rust

STAFF/OFFICIALS PRESENT: Alderperson Daniel Peterson, Director of Public Works David Biebel, Civil Engineer/ Project Manager Kevin Jump, Superintendent of Streets and Sanitation Joel Kolste, Superintendent of Facilities and Traffic Mike Willmas, Superintendent of Wastewater Jordan Skiff, Assistant City Attorney Liz Majerus, Business Manager Heather Burke, and Administrative Clerk Stacy Weseljak

OTHERS PRESENT: Tracy Brunette, David Smith, Steve Jorgensen, and Bryan Kelly

OPENING OF MEETING

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Introduction of Committee Members and Staff

MINUTES

5. Approval of Minutes: March 12, 2024

MOTION TO APPROVE MINUTES FROM MARCH 12, 2024

Motion made by Alderperson Heidemann, Seconded by Alderperson Ramey.

Voting Yea: Chair Dekker, Alderperson Ramey, Alderperson Heidemann

ITEMS FOR DISCUSSION & POSSIBLE ACTION

6. Res. No. 187-23-24 / A resolution authorizing the appropriate City officials to enter into a contract with LaLonde Contractors, Inc. for the construction of the 2024 Complete Streets - Union Avenue and Broadway Improvements.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Alderperson Heidemann, Seconded by Alderperson Ramey.

Voting Yea: Chair Dekker, Alderperson Ramey, Alderperson Heidemann

7. Res. No. 188-23-24 / A resolution authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company, Inc. for the construction of the 2024 Complete Streets - Lincoln Avenue Improvements (North 6th Street to Barrett Street).

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Alderperson Ramey, Seconded by Alderperson Heidemann.

Voting Yea: Chair Dekker, Alderperson Ramey, Alderperson Heidemann

- 8. Res. No. 193-23-24 / A resolution authorizing the appropriate City Officials to enter into a contract with Foth Infrastructure and Environment, LLC for the Gartman Farm Subdivision Design.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION
 Motion made by Alderperson Heidemann, Seconded by Alderperson Ramey.
 Voting Yea: Chair Dekker, Alderperson Ramey, Alderperson Heidemann

- 9. Res. No. 194-23-24 / A resolution authorizing the appropriate City officials to enter into a contract with Foth Infrastructure and Environment, LLC for the Sheboygan Southside Sewer System Phases 1 and 2 Design.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION
 Motion made by Alderperson Ramey, Seconded by Alderperson Heidemann.
 Voting Yea: Chair Dekker, Alderperson Ramey, Alderperson Heidemann

- 10. Res. No. 196-23-24 / A resolution authorizing the appropriate City officials to apply for the Targeted Runoff Management & Notice of Discharge Grant and Urban Nonpoint Source and Stormwater Grant with the Wisconsin Department of Natural Resources for the purpose of implementing measures to control agricultural or urban storm water runoff pollution sources (as described in the application and pursuant to ss.281.65 or 281.66, Wis. Stats., and chs. NR 151, 1153 and 154).

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION
 Motion made by Alderperson Heidemann, Seconded by Alderperson Ramey.
 Voting Yea: Chair Dekker, Alderperson Ramey, Alderperson Heidemann

- 11. Direct Referral Res. No. 192-23-24 / A resolution authorizing the appropriate City officials to execute an Overhead Electric Easement for Alliant Energy at Evergreen Park (Parcel No. 59281628964).

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION
 Motion made by Alderperson Ramey, Seconded by Alderperson Heidemann.
 Voting Yea: Chair Dekker, Alderperson Ramey, Alderperson Heidemann

NEXT MEETING DATE

- 12. Next Regular Meeting Date: April 9, 2024

ADJOURNMENT

- 13. Motion to adjourn
 MOTION TO ADJOURN AT 6:17 PM
 Motion made by Alderperson Heidemann, Seconded by Alderperson Ramey.
 Voting Yea: Chair Dekker, Alderperson Ramey, Alderperson Heidemann

**CITY OF SHEBOYGAN
R. O. 130-23-24**

BY CITY CLERK.

APRIL 3, 2024.

Submitting a communication from the Sheboygan Event Company asking for the waiving of park and equipment rental fees for the Coho Derby.

The Sheboygan Event Co



The Sheboygan Event Company
434 Park Ave
Sheboygan, WI 53081

3/12/2024

Director of Public Works David Biebel
Municipal Service Building
2026 New Jersey Avenue
Sheboygan, WI 53081

Dear Mr. Biebel,

The Sheboygan Event Company is excited to announce the return of the annual Coho Derby to the City of Sheboygan and is hoping for your partnership. Our team of resolute dads saw a need and thought, "if not us, then who?" We started planning and are determined to make meaningful change happen in our community.

With a combined 50 years in leadership positions for various volunteer organizations, we have fostered relationships with the community, helped raise and distribute \$222,315 to charities in Sheboygan County, as well as offering scholarships at the four local high schools. For us, this was not enough. As you know, the needs of our community continue to rise. It became clear that if we wanted to make a more significant, positive impact, our vision needed to grow too.

This event gives us the platform we crave, to give back on a larger scale. Proceeds of this event will go directly back to organizations such as Special Olympics, Reins, The Warming Shelter, The Sheboygan County Children & Family Resource Unit, and Youth conservation programs. Our hope is to see continued growth with this event which will allow expansion of our partner charities to the other well-deserving groups in Sheboygan County in the future.

With this being our first year, we are starting off with a zero-dollar balance in our checking account. We are heavily reliant on donations from local businesses and community support through volunteering. The added cost of the park rental will create added financial hardship that will not only have an impact on the success of our first event, but also potentially our ability to plan future events. We are asking that the City of Sheboygan kindly consider waiving the park and equipment rental fees for this year to help us make this event a successful one. Thank you for your consideration; please let me know if you have any questions.

Best Regards,

Joel Kiefer
President The Sheboygan Event Company
434 Park Ave Sheboygan, WI 53081

55th Annual Coho Derby

Brought to you by:

The Sheboygan Event Company

TheSheboyganEventCompany@gmail.com

September 21, 2023

Dear Friends,

The Sheboygan Event Company is excited to announce the return of the annual Coho Derby to the City of Sheboygan! Celebrating 55 years, the upcoming event will be held at Deland Park on the weekend of August 2nd, 2024. It is our mission to host a community family friendly event that will provide both entertainment as well as raise funds for those in need. All proceeds will go directly back into our community, supporting organizations such as Special Olympics, Reins, The Warming Shelter, The Sheboygan County Children & Family Resource Unit and Youth conservation programs. To make this event a success, we need your help!

Like us, many of you may have fond memories of attending this event in years past, and it's our goal to rejuvenize the Coho Derby into something for everyone to enjoy with an added focus on children's activities. The event will offer a variation of entertainment for all ages. Visualize bounce houses, face painting, live music, loads of fish on display, food and beverages, and memories to last forever!

Of course, this wouldn't be a true fishing event without big Kings and huge Lakers in the display case! Large banners will proudly present our many great sponsors and leaderboards to display live tournament standings. We look forward to hearing our local fisherman tell stories of the weekend and celebrating their success!

The Sheboygan Event Company strives to strengthen the Coho Derby as an exciting annual family event, but we can't do it without you! With so many Sheboygan County programs in need, support from our community is vital. How can you help? We need monetary donations as well as volunteers. Monetary donations and sponsorships will help offset the cost of tents, bands, food, and beverages. Increased donations directly impact the amount of funds that can be delivered right back into our neighborhoods.

Mark your calendar for the 55th Annual Coho Derby on Saturday, August 3rd - Sunday August 4th, 2024!

Thank you in advance for your support!

Cheers,

Joel Kiefer II 920.254.8557

Daniel Pittner 920.918.9217

Joel Kiefer

Dan Pittner

Donations can be sent to:

The Sheboygan Event Company~ Federal ID # 93-2998475

PO Box 1274

Sheboygan, Wisconsin 53082

Feel free to contact us directly with any questions.

Tiered Sponsorships

King Salmon \$20,000 and up

Event Signage to include Name for top Sponsor, 20 VIP Tickets 10 VIP Parking Passes

Lake Trout \$15,000 - \$19,999

Band and Beer Signage to include Name for top Sponsors, 10 VIP Tickets

Brown Trout \$10,000 - \$14,999

Family fun area to include names of top sponsors, 5 VIP Tickets

Rainbow Trout \$5,000 - \$9,999

Grill Signage to include Sponsor names. 5 VIP Tickets

Coho Salmon \$1,000 - \$4,999

Recognition in event Flyers Website, 2 VIP tickets

Lamprey \$500 - \$999

Recognition in event Flyers and Website

Sec 40-45 Use Of Park By Permit

- (a) *Requirement for rental use.* The department of public works may grant the use of an entire park or any portion thereof to groups or organizations for the purpose of celebrations, private picnics, or special events upon payment of the amount set forth in subsection (b) of this section. All city park rules and regulations shall govern the use of any city park under this section. Renter understands that any unrented portion of a park shall remain open to the public.
- (b) *Fees.* The special events fee schedule, which shall be on file with the department of public works and city clerk, shall outline the fees applicable for renting a park, enclosed park building, park shelter, equipment, and other related materials or equipment. Applicable taxes shall be added to the fee at time of payment. Fees and taxes shall be paid in full before a reservation is confirmed. The director of public works may, upon written request submitted at least 30 days prior to the desired rental date, waive or reduce the applicable fees for a non-profit entity that is formally recognized by the state or the federal government, which:
- (1) Is holding an event open to the general public without an admission fee;
 - (2) Is not using the park rental as a fundraiser;
 - (3) Has provided good cause as to the financial hardship that would be caused by requiring the payment of the applicable full park rental fee; and
 - (4) Has established why the event benefits the city and its citizens such that the park rental fee, which is set in a manner to reflect the costs incurred by the city as a result of the rental, should not be charged for the park rental; so long as the event does not significantly impact city departments, services, operations, or activities.

A non-profit entity whose park rental fee waiver request is denied by the director of public works may, within seven calendar days of the date of the denial, submit a written request to appeal the director's decision to the public works committee, which shall consider the appeal as soon as is practicable. Any waiver of fees under this subsection shall not constitute waiver of any other fee related to the event.

- (c) *City-sponsored events.* Events planned, coordinated, and executed primarily by the city shall not be subject to the fees set forth in this section.

(Code 1975, § 27-33; Code 1997, § 74-42)

HISTORY

Amended by Ord. [18-19-20](#) § 1 on 9/16/2019

Amended by Ord. [31-20-21](#) § 1 on 1/18/2021

Adopted by Ord. [3-23-24 RECODIFICATION](#) on 6/5/2023

Amended by Ord. [14-23-24](#) § 3 on 8/7/2023

**CITY OF SHEBOYGAN
RESOLUTION 199-23-24**

BY ALDERPERSONS DEKKER AND RUST.

APRIL 3, 2024.

A RESOLUTION authorizing a professional services agreement between the City of Sheboygan and Kapur & Associates, Inc. for services related to the Tax Incremental District 21 (TID 21) Commerce Street reconstruction project and an amendment in the 2024 TID 21 budget to cover the associated cost.

WHEREAS, the City has entered into a contract with Kapur & Associates, Inc. (Kapur) for engineering services due to the retirement of the City Engineer and Director of Public Works; and

WHEREAS, the TID 21 Commerce Street reconstruction project is beyond the scope of the original agreement requiring additional approval by Common Council; and

WHEREAS, city staff does not have the capacity to fulfill the requirements on the accelerated project timeline needed to keep the development project on the former Mayline site moving forward; and

WHEREAS, Kapur is able to provide the additional support needed for the design and other associated tasks to complete the Commerce Street reconstruction by the deadline agreed to in relation with the development agreement.

NOW, THEREFORE, BE IT RESOLVED: That the City Administrator is authorized to enter into a professional services agreement with Kapur & Associates, Inc. for tasks related to the Commerce Street reconstruction.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized to amend the 2024 budget via the following transfer:

INCREASE:

TID 21 Fund – TID 21 – Contracted Services
(Acct. No. 421660-531100)

\$159,710

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

PROFESSIONAL SERVICES AGREEMENT
2024 Commerce Street Reconstruction
City of Sheboygan

This Agreement is between City of Sheboygan (OWNER) and Kapur & Associates, Inc. (ENGINEER) for professional engineering services for the following purpose:

Provide design engineering services and bidding documents for the referenced project.

Section A. Description of Work

ENGINEER will provide all survey and engineering design services for the scope as listed below.

Section B. Scope of Services

DESIGN ENGINEERING SERVICES

- Topographic survey for project limits.
- New water main relay, including water services to curb box, valves, and hydrants.
- New sanitary sewer main and laterals to terrace.
- New storm sewer main and appurtenances for the length of the project.
- Full reconstruct of pavement, sidewalk, curb & gutter, drive approaches, boardwalk.
- DNR permits.
- Public Information Meetings and regular progress meetings with City staff.
- Engineering cost estimates.
- Preparation of plans, specifications, and bidding documents.
- Assistance in bidding and award of construction contract.

Section C. Schedule

ENGINEER shall perform the Scope of Services with a target bid in June 2024, with award of the project in July 2024.

Section D. Compensation

In return for the performance of the foregoing obligations, OWNER shall compensate ENGINEER on a time-and-material basis estimated at \$159,710.

IN WITNESS WHEREOF, the OWNER and ENGINEER have executed this Agreement.

OWNER: City of Sheboygan

ENGINEER: Kapur & Associates, Inc.

By: _____

By: _____

Title: City Administrator

Title: Principal | Site Development Manager

Date: _____

Date: March 26, 2024



Digitally signed by
Thomas R. Perez
Date: 2024.03.26
09:00:31 -05'00'



Commerce Street Reconstruction

CIVIL ENGINEERING COSTS TABLE

Task Description	Project Manager	Project Engineer III	Staff Engineer II	Engineering Tech II	Landscape Architect	Electrical Engineer	Project Surveyor	Survey Tech II	Survey Crew	Total Cost
	\$185.00	\$165.00	\$125.00	\$110.00	\$135.00	\$135.00	\$160.00	\$110.00	\$150.00	
	hours	hours	hours	hours	hours	hours	hours	hours	hours	
Task 1A - Administration & Coordination & Data Gathering										
Contract Administration	12									\$2,220.00
Conduct Site Visit - Take Pictures/Log Data		6			6					\$1,800.00
Owner/Team Meetings with Agencies Having Jurisdiction	16	16								\$5,600.00
Meeting - Common Council	6	6								\$2,100.00
Meeting - Plan Commission	6	6								\$2,100.00
Meeting - Coordination with Bay Lake Planning Commission		4								\$660.00
Meeting - Coordination with County Bike Trail		4								\$660.00
Subtotal Task 1A										\$15,140.00
Task 2A - Street Vacations and Release Easements										
Street Vacation							24	8	0	\$4,720.00
Easement Releases (Assumed 10)							50	25	0	\$10,750.00
Subtotal Task 2A										\$15,470.00
Task 2B - Survey - CSM (Dedicate New Commerce Street and Boardwalk and Create Developer Lot)										
C.S.M. (Dedicate "new" N. Commerce Street, boardwalk, develop private lot/lots)							40	20	0	\$8,600.00
Monumentation							2	0	8	\$1,520.00
Utility As-Built Survey & Mapping							0	0	0	\$0.00
Quality Control Review							2	0	0	\$320.00
Subtotal Task 2B										\$10,440.00
Task 2C - Survey - New Utility Easements Exhibits										
New sanitary sewer/storm sewer easement exhibits (Assumed 3)							15	0	0	\$2,400.00
Quality Control Review							3	0	0	\$480.00
Subtotal Task 2C										\$2,880.00
Task 3A - Design - Roadway and Boardwalk										
Plan Preparation - Title Sheet & General Notes				8						\$880.00
Plan Preparation - Typical Sections and Roadway Construction Details			8	8	8					\$2,960.00
Plan Preparation - Alignments			4	8						\$1,380.00
Plan Preparation - Profiles			16	8						\$2,880.00
Plan Preparation - Storm Sewer / Hydraulic Design		4	32	8						\$5,540.00
Plan Preparation - Cross Sections		4	24	8						\$4,540.00
Plan Preparation - Traffic Control & Construction Phasing		4	16	8						\$3,540.00
Preparation of Construction Quantities and Cost Estimate	2	4	16	8						\$3,910.00
Project Specifications/Special Provisions	4	4	4	8	8					\$3,860.00
Bidding Document Preparation	4	4		8	60					\$10,380.00
Quality Control Reviews (At 60%, 90% and Final Design)	2	8	8	8						\$3,570.00
Subtotal Task 3A										\$43,440.00
Task 3B - Design - Utilities										
Field Inspection of Sanitary Structures			8	8						\$1,880.00
CCTV Review		2	8							\$1,330.00
Plan Preparation - Construction Details			8	16						\$2,760.00
Plan Preparation - Plan/Profiles and Water and Sanitary Sewer		4	24	40						\$8,060.00
Plan Preparation - Street Lighting		4	4	16		60				\$11,020.00
Utility Relocate Coordination			16							\$2,000.00
Preparation of Construction Quantities and Cost Estimate	2	4	16	8						\$3,910.00
Project Specifications/Special Provisions	4	4	4							\$1,900.00
Bidding Document Preparation	4	4								\$1,400.00
Quality Control Reviews (At 60%, 90% and Final Design)	2	8	8	16						\$4,450.00
Subtotal Task 3B										\$38,710.00
Task 4A - Floodplain / Permitting										
Gather existing floodplain data/regulatory hydraulic model and map site (assume available)		4	10							\$1,910.00
Create Corrected Effective and Pre-Project Hydraulic Models			16							\$2,000.00
Create Proposed Conditions Model		8	8							\$2,320.00
Floodplain Analysis Report		8	8							\$2,320.00
LOMR submittal and coordination		8	24							\$4,320.00
Public Boat Ramp / Landing Permit (assume no dredging req'd)			16							\$2,000.00
Pier / Warf Individual Permit (> 6-ft wide platform and assume no dredging req'd)			24							\$3,000.00
Streambank erosion control Individual Permit (for > 10,000 SF)			24							\$3,000.00
Subtotal Task 4A										\$20,870.00
Task 4B - Permitting - Roadway & Utilities										
NOI		8	16	4						\$3,760.00
WDNR Water Main Permit		8	16	4						\$3,000.00
WDNR Sanitary Sewer Permit		8	16	4						\$3,000.00
Subtotal Task 4B										\$9,760.00
Total Cost for Tasks 1A thru 4B										\$156,710.00
Mileage, Printing, Plotting, Delivery, Mailing Reimbursable Expenses										\$3,000.00
Total Cost										\$159,710.00

**CITY OF SHEBOYGAN
DIRECT REFERRAL RESOLUTION 202-23-24
TO PUBLIC WORKS COMMITTEE**

BY ALDERPERSONS DEKKER AND RUST.

APRIL 9, 2024.

A RESOLUTION authorizing the appropriate City officials to enter into a State/Municipal Financial Agreement with the State of Wisconsin Department of Transportation for a pavement resurfacing project of Washington Avenue (South Taylor Drive to South Business Drive) and South Business Drive (Washington Avenue to 0.13 miles north of Wilson Avenue).

WHEREAS, the Wisconsin Department of Transportation (“DOT”) notified City staff of its intention to perform a pavement resurfacing project on a portion of Washington Avenue and South Business Drive utilizing state and federal funds; and

WHEREAS, in order to accept the project, the City would be obligated to participate with 25% of Preliminary Engineering costs and additional costs as the project proceeds; and

WHEREAS, staff believes that accepting and supporting this project is in the City’s best interest because of the cost savings associated with such a decision.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to enter into the attached State/Municipal Agreement (I.D. 4640-07-00/70/71) with the State of Wisconsin Department of Transportation for a pavement resurfacing project of Washington Avenue (South Taylor Drive to South Business Drive) and South Business Drive (Washington Avenue to 0.13 miles north of Wilson Avenue).

BE IT FURTHER RESOLVED: That staff shall include the necessary local match obligations in future Capital Improvement Program budgeting for the associated project years.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to draw the necessary funds for the City’s portion of funding related to this project from Account No. 400300-641200 (Capital Projects Fund – Public Works – Street Improvements).

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



**ORIGINAL
STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE- LET
HIGHWAY PROJECT**

Date: March 21, 2024
I.D.: 4640-07-00_70/71
Road Name: STH 28
Title: Washington/Business DR, C Sheboygan
Limits: CTH TA – Wilson Ave
County: Sheboygan
Roadway Length: 1.45 Miles

The signatory **City of Sheboygan**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: This facility is a connecting highway. The proposed improvement is located on STH 28 within the City of Sheboygan from the east side of CTH TA intersection to 0.13 miles north of Wilson Avenue intersection. STH 28 consists of 4 lane urban cross section with curb, gutter, and intermittent sidewalk sections.

Proposed Improvement - Nature of work: The project is a perpetuation improvement project, anticipating a resurfacing level treatment which includes milling existing asphalt pavement, concrete repair/replacement, spot curb and gutter repair, storm sewer repair, replacing non-compliant curb ramps, and asphalt overlay. It’s anticipated that the entire roadway width from CTH TA to CTH OK will be resurfaced. Only the eastbound lanes of STH 28 from CTH OK to Wilson Ave will be resurfaced.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: Any items added to the construction projects per the request of the municipality will be the financial responsibility of the municipality including any utility adjustment/work (sanitary or water). Non-Participating work will be determined as this project continues through the scoping and design process.

2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
 - (f) Parking lane costs.
 - (g) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (h) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.
 - (i) Conditioning, if required, and maintenance of detour routes.
 - (j) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.

4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
6. The work will be administered by the State and may include items not eligible for federal/state participation.
7. The Municipality shall assume general responsibility for all public information and public relations for the project and to make a fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
8. Basis for local participation:
 - (a) Design Engineering (ID 4640-07-00): The Municipality will be responsible for 25% of the design for the anticipated resurfacing improvement project. The design amount shown on the table above will be further defined as the project continues through the scoping and design process.
 - (b) Construction Engineering (ID 4640-07-70 and 4640-07-71): Non-participating construction costs and cost share will be further defined as this project continues through the scoping and design process. Any additional work per the request of the Municipality will be funded by the Municipality.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.

**CITY OF SHEBOYGAN
DIRECT REFERRAL RESOLUTION 205-23-24
TO PUBLIC WORKS COMMITTEE**

BY ALDERPERSONS DEKKER AND RUST.

APRIL 9, 2024.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with BMD Concrete Innovations, LLC for the construction of the 2024 Sidewalk Program.

WHEREAS, the City of Sheboygan has advertised for bids to construct the 2024 Sidewalk Program (the “Project”); and

WHEREAS, the lowest bid of the three received was from BMD Concrete Innovations, LLC for \$157,950.00; and

WHEREAS, the City’s Civil Engineer/Project Manager has reviewed the bids and determined that the low bid met all of the project specifications; 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 Mayor and City Clerk are hereby authorized to enter into the attached agreement with BMD Concrete Innovations, LLC for the construction of the Project.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from Acct. No. 400300-641300 (Capital Projects Fund – Public Works – Sidewalk/Trail Improvements), upon the agreement being fully executed by all parties, to pay for the construction done pursuant to the 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

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

THIS AGREEMENT is by and between City of Sheboygan (“Owner”) and
BMD Concrete Innovations (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.1 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: municipal street and utility construction.

ARTICLE 2 – THE PROJECT

- 2.1 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 2024 Sidewalk Program, *2483-24*

ARTICLE 3 – ENGINEER

- 3.1 The part of the Project that pertains to the Work has been designed by the City of Sheboygan.
- 3.2 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

4.1 *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.

4.2 *Contract Times: Dates*


- A. The Work will be substantially completed on or before August 26, 2024 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.

4.3 *Milestones*

- A. Not Used.

4.4 *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):

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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.

4.5 *Special Damages*

- C. 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.
- D. 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.

ARTICLE 5 – CONTRACT PRICE

- 5.1 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.

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ARTICLE 6 – PAYMENT PROCEDURES

6.1 *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.

6.2 *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.

6.3 *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.

6.4 *Interest*


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

ARTICLE 7 – CONTRACT DOCUMENTS

7.1 *Contents*

- A. The Contract Documents consist of the following:

1. This Agreement.
2. Bonds:


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- 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. Addenda (not attached but incorporated by reference)
 - a. None.
5. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid consisting of 1 Page.
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

8.1 *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

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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.

8.2 *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.


8.3 *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

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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)

PROJECT MANU			
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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. ____-23-24)

CONTRACTOR:

City of Sheboygan

BMD Concrete Innovations

By: _____
(signature)

By: _____
(signature)

Name, Title: Ryan Sorenson, Mayor

Name, Title: _____ (printed)

Date: _____

Date: _____

Attest:

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

By: _____
(signature)

Address for giving notices:

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: Charles C. Adams, City Attorney

Date: _____

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2022 Sidewalk Program

SECTION	TITLE	Pages
00 00 00	PROCUREMENT AND CONTRACTING REQUIREMENTS	
	Introductory Information	
00 01 01	Cover	1
00 01 10	Table of Contents	1
	Procurement Requirements	
00 11 13	Advertisement for Bids	1
00 21 13	Instructions for Bidders	10
00 41 43	Bid Form	6
00 41 44	Unit Price Worksheet	1
00 41 44.1	Quest Unit Price Worksheet	1
00 42 13	Bid Bond	2
00 45 13	Bidder's Proof of Responsibility	5
00 45 20	Proof of Responsibility and Non-Collusion Affidavit - Subcontractor	3
00 45 50	List of Subcontractors	1
	Contracting Requirements	
00 52 00	Agreement	7
00 55 00	Notice to Proceed	1
00 61 13	Performance Bond Form	3
00 61 14	Payment Bond Form	3
00 62 11	Submittal Cover	1
00 62 76	Application for Payment	2
00 63 13	Request for Information	1
00 63 63	Change Order Form	2
00 65 16	Certificate of Substantial Completion	1
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	13
01 00 00	GENERAL REQUIREMENTS	
01 11 00	Summary of Work	2
01 14 00	Work Restrictions	5
01 43 00	Quality Assurance	2
01 55 26	Traffic Control	2
01 57 19	Temporary Environmental Controls	2
01 78 00	Closeout Requirements	2
01 78 19	Project Record Requirements	2
32 00 00	EXTERIOR IMPROVEMENTS	
32 10 50	Concrete Sidewalk Program	9

2024 Sidewalk Program (#9025663)
 Owner: Sheboygan WI, City of
 Solicitor: Sheboygan WI, City of
 03/28/2024 10:00 AM CDT

BMD Concrete Innovations

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
	1	2024-1	Remove Concrete Sid	SF	15000	1.5	\$22,500.00
	2	2024-2	Remove Concrete Ap	SF	100	2	\$200.00
	3	2024-3	Remove Curb & Gutt	LF	50	8	\$400.00
	4	2024-4	Remove Integral Side	SF	100	6	\$600.00
	5	2024-5	Excessive Cut	CY	50	50	\$2,500.00
	6	2024-6	Excessive Fill/Gravel	Cy	50	40	\$2,000.00
	7	2024-7	Concrete Sidewalk 4-	SF	15000	6.9	\$103,500.00
	8	2024-8	Concrete Sidewalk 6-	SF	250	8	\$2,000.00
	9	2024-9	Concrete Apron 7-inc	SF	100	8	\$800.00
	10	2024-10	Concrete Curb and G	LF	50	45	\$2,250.00
	11	2024-11	Concrete Curb 6-inch	LF	50	10	\$500.00
	12	2024-12	Integral Sidewalk & C	SY	200	62	\$12,400.00
	13	2024-13	Concrete Sawing	LF	100	7	\$700.00
	14	2024-14	Grading For New Side	SF	500	2	\$1,000.00
	15	2024-15	4-inch Topsoil, Seed	SY	60	30	\$1,800.00
	16	2024-16	Concrete Sidewalk 6-	SF	100	8	\$800.00
	17	2024-17	Curb Ramp Detectabl	EA	10	400	\$4,000.00
Total							\$157,950.00