



# **PUBLIC WORKS COMMITTEE AGENDA**

**March 12, 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: February 27, 2024

## **ITEMS FOR DISCUSSION & POSSIBLE ACTION**

- [6.](#) Direct Referral Res. No. 179-23-24 / A resolution authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company, Inc. for the construction of the South 11th St. and Swift Ave. Street Improvements.

## **NEXT MEETING DATE**

7. Next Regular Meeting Date: March 26, 2024

## **ADJOURNMENT**

8. 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**  
**Tuesday, February 27, 2024**

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**COMMITTEE MEMBERS PRESENT:** Chair Dean Dekker, Alderperson Angela Ramey, Alderperson Joe Heidemann, and Vice Chair Zach Rust

**COMMITTEE MEMBERS EXCUSED:** Alderperson Amanda Salazar

**STAFF/OFFICIALS PRESENT:** Director of Public Works David Biebel, City Engineer Ryan Sazama, Civil Engineer/Project Manager Kevin Jump, Superintendent of Parks and Forestry Joe Kerlin, Superintendent of Streets and Sanitation Joel Kolste, Superintendent of Wastewater Jordan Skiff, Superintendent of Facilities and Traffic Mike Willmas, Equipment Service Supervisor Rick Ney, City Attorney Charles Adams, Business Manager Heather Burke and Administrative Clerk Stacy Weseljak

**OTHERS PRESENT:** Michael Kelm, Jason Nall, Tracy Brunette, and Bob Melzer

**OPENING OF MEETING**

1. Call to Order

Chair Dean Dekker called the meeting to order at 5:30 PM

2. Roll Call
3. Pledge of Allegiance

The Pledge of Allegiance was recited.

4. Introduction of Committee Members and Staff

**MINUTES**

5. Approval of Minutes: February 13, 2024

MOTION TO APPROVE MINUTES FROM FEBUARY 13, 2024

Motion made by Vice Chair Rust, Seconded by Alderperson Ramey.

Voting Yea: Chair Dekker, Alderperson Ramey, Alderperson Heidemann, Vice Chair Rust

**ITEMS FOR DISCUSSION & POSSIBLE ACTION**

6. Res. No. 157-23-24 / A resolution authorizing a one-year loan of the Phoenix passenger ship model by the City of Sheboygan to the Wisconsin Maritime Museum.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Alderperson Heidemann, Seconded by Vice Chair Rust.

Voting Yea: Chair Dekker, Alderperson Ramey, Alderperson Heidemann, Vice Chair Rust

7. Res. No. 159-23-24 / A resolution authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company, Inc. for the construction of the Kiwanis Park Trail Extension and authorizing an amendment to the 2024 budget to cover the contract cost.

**MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION**

Motion made by Vice Chair Rust, Seconded by Alderperson Ramey.

Voting Yea: Chair Dekker, Alderperson Ramey, Alderperson Heidemann, Vice Chair Rust

8. Res. No. 161-23-24 / A resolution authorizing the Purchasing Agent to issue a purchase order for two 2023 packer trucks for the Department of Public Works.

**MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION**

Motion made by Vice Chair Rust, Seconded by Alderperson Heidemann.

Voting Yea: Chair Dekker, Alderperson Ramey, Alderperson Heidemann, Vice Chair Rust

9. Res. No. 162-23-24 / A resolution authorizing the appropriate City officials to enter into a contract with Vinton Construction Company, Inc. for the construction of the Veterans Memorial Park Pickleball and Basketball Courts and authorizing an amendment to the 2024 budget to cover the contract cost.

**MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION**

Motion made by Vice Chair Rust, Seconded by Alderperson Ramey.

Voting Yea: Chair Dekker, Alderperson Ramey, Alderperson Heidemann, Vice Chair Rust

10. Res. No. 167-23-24 / A resolution authorizing entering into an Interim Sanitary Sewer Services Agreement with all signatories to the 1975 Joint Sewage Treatment Agreement for the Sheboygan Region, in order to authorize sanitary sewer service to approximately 77 acres of land within the municipal boundaries of the Town of Mosel, which is more commonly known as the Kohler Co. Generator Plant.

**MOTION TO RECOMMEND THE COMMON COUNCIL ACCEPT THE RESOLUTION**

Motion made by Alderperson Heidemann, Seconded by Vice Chair Rust.

Voting Yea: Chair Dekker, Alderperson Ramey, Alderperson Heidemann, Vice Chair Rust

**MOTION TO AMEND THE INTERIM SANITARY SEWER AGREEMENT TO REMOVE THE CLAUSE "AS CONDITIONALLY APPROVED BY THE SHEBOYGAN URBANIZED AREA SEWER SERVICE AREA TECHNICAL ADVISORY COMMITTEE PURSUANT TO THE 2030 SHEBOYGAN URBANIZED AREA SEWER SERVICE PLAN ON \_\_\_\_\_, AS CONDITIONALLY APPROVED BY THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES BY LETTER DATED \_\_\_\_\_, AND" FROM THE SECOND WHEREAS CLAUSE AND FROM PARAGRAPH 2**

Motion made by Vice Chair Rust, Seconded by Alderperson Heidemann.

Voting Yea: Chair Dekker, Alderperson Ramey, Alderperson Heidemann, Vice Chair Rust

11. Res. No. 168-23-24 / A resolution authorizing the Purchasing Agent to issue a purchase order for a 2024 Husqvarna diesel powered walk-behind concrete saw and accessories for the Motor Vehicle Division of the Department of Public Works.

**MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION**

Motion made by Vice Chair Rust, Seconded by Alderperson Ramey.

Voting Yea: Chair Dekker, Alderperson Ramey, Alderperson Heidemann, Vice Chair Rust

**NEXT MEETING DATE**

12. Next Regular Meeting Date: March 12, 2024

**ADJOURNMENT**

13. Motion to adjourn

MOTION TO ADJOURN AT 6:01 PM

Motion made by Vice Chair Rust, Seconded by Alderperson Ramey.

Voting Yea: Chair Dekker, Alderperson Ramey, Alderperson Heidemann, Vice Chair Rust

**CITY OF SHEBOYGAN  
DIRECT REFERRAL RESOLUTION 179-23-24  
TO PUBLIC WORKS COMMITTEE**

**BY ALDERPERSONS DEKKER AND RUST.**

**MARCH 12, 2024.**

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company, Inc. for the construction of the South 11th St. and Swift Ave. Street Improvements.

WHEREAS, the City of Sheboygan has advertised for bids to construct the South 11th Street and Swift Ave. Street Improvements. (the “Project”); and

WHEREAS, the lowest bid of the three received was from Buteyn-Peterson Construction Company, Inc. for \$1,213,308.60; 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 Buteyn-Peterson Construction Company, Inc. for the construction of the Project.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from Acct. No. 400300-641200 (Capital Project Fund – Public Works – Street 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

## 2024 Complete Street Improvements - South 11th Street and Swift Avenue (#8950935)


Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

02/15/2024 10:00 AM CST

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Buteyn-Peterson Construction					
						Company		LaLonde Contractors, Inc.		Vinton Construction Company	
						Unit Price	Extension	Unit Price2	Extension3	Unit Price4	Extension5
	1	1	Mobilization	LS	1	\$34,300.00	\$34,300.00	\$26,780.62	\$26,780.62	\$52,000.00	\$52,000.00
	2	2	Traffic Control	LS	1	\$20,250.00	\$20,250.00	\$19,750.00	\$19,750.00	\$20,000.00	\$20,000.00
	3	3	Construction Staking	LS	1	\$15,000.00	\$15,000.00	\$13,712.49	\$13,712.49	\$13,712.49	\$13,712.49
	4	4	Clearing and Grubbing	LS	1	\$19,500.00	\$19,500.00	\$19,080.00	\$19,080.00	\$19,080.00	\$19,080.00
	5	5	Removing Curb and Gutter	LF	450	\$11.00	\$4,950.00	\$11.08	\$4,986.00	\$11.00	\$4,950.00
	6	6	Removing Concrete Sidewalk	SY	1375	\$22.00	\$30,250.00	\$9.62	\$13,227.50	\$22.00	\$30,250.00
	7	7	Removing Pavement	SY	3535	\$12.00	\$42,420.00	\$10.51	\$37,152.85	\$12.00	\$42,420.00
	8	8	Base Aggregate Dense 3/4-Inch	Tons	240	\$13.00	\$3,120.00	\$35.27	\$8,464.80	\$13.00	\$3,120.00
	9	9	Base Aggregate Dense 1 1/4-Inch	Tons	1360	\$13.00	\$17,680.00	\$28.01	\$38,093.60	\$13.00	\$17,680.00
	10	10	Grading and Shaping Intersection - Dillingham Ave	LS	1	\$7,500.00	\$7,500.00	\$5,572.29	\$5,572.29	\$7,500.00	\$7,500.00
	11	11	Grading and Shaping Intersection - Swift Ave	LS	1	\$7,500.00	\$7,500.00	\$6,345.42	\$6,345.42	\$7,500.00	\$7,500.00
	12	12	Grading and Shaping Intersection - High Ave	LS	1	\$7,500.00	\$7,500.00	\$5,756.62	\$5,756.62	\$7,500.00	\$7,500.00
	13	13	Milling Pavement 3-Inch (11th)	SY	16225	\$2.95	\$47,863.75	\$3.20	\$51,920.00	\$3.05	\$49,486.25
	14	14	Milling Pavement 3 1/4-Inch (Swift)	SY	10700	\$3.00	\$32,100.00	\$3.35	\$35,845.00	\$3.05	\$32,635.00
	15	15	Removing Inlets	Each	17	\$340.00	\$5,780.00	\$340.00	\$5,780.00	\$345.00	\$5,865.00
	16	16	Removing Sanitary Manholes	Each	4	\$500.00	\$2,000.00	\$500.00	\$2,000.00	\$725.00	\$2,900.00
	17	17	Abandoning 8-Inch Inlet Lead	LF	138	\$12.00	\$1,656.00	\$12.00	\$1,656.00	\$16.00	\$2,208.00
	18	18	Abandoning 10-Inch Inlet Lead	LF	130	\$12.00	\$1,560.00	\$12.00	\$1,560.00	\$16.00	\$2,080.00
	19	19	Butt Joints	SY	950	\$4.95	\$4,702.50	\$7.20	\$6,840.00	\$7.20	\$6,840.00
	20	20	Sanitary Manhole, 4-FT Diameter	Each	4	\$8,960.00	\$35,840.00	\$8,960.00	\$35,840.00	\$11,000.00	\$44,000.00
	21	21	Adjust Sanitary Manhole Major	Each	6	\$2,060.00	\$12,360.00	\$2,060.00	\$12,360.00	\$3,400.00	\$20,400.00
	22	22	Adjust Sanitary Manhole Minor	Each	21	\$675.00	\$14,175.00	\$675.00	\$14,175.00	\$510.00	\$10,710.00
	23	23	Sanitary Manhole Casting	Each	31	\$475.00	\$14,725.00	\$475.00	\$14,725.00	\$544.00	\$16,864.00
	24	24	Adjust Storm Manhole Major	Each	5	\$1,150.00	\$5,750.00	\$1,150.00	\$5,750.00	\$3,400.00	\$17,000.00
	25	25	Adjust Storm Manhole Minor	Each	9	\$700.00	\$6,300.00	\$700.00	\$6,300.00	\$510.00	\$4,590.00
	26	26	Storm Manhole Casting	Each	14	\$450.00	\$6,300.00	\$450.00	\$6,300.00	\$525.00	\$7,350.00
	27	27	Adjust Inlet Minor	Each	17	\$875.00	\$14,875.00	\$875.00	\$14,875.00	\$545.00	\$9,265.00
	28	28	Inlets Type N1	Each	17	\$2,400.00	\$40,800.00	\$2,400.00	\$40,800.00	\$3,330.00	\$56,610.00
	29	29	Inlet Castings	Each	34	\$685.00	\$23,290.00	\$685.00	\$23,290.00	\$778.00	\$26,452.00
	30	30	PVC Storm Sewer 8-Inch	LF	20	\$115.00	\$2,300.00	\$115.00	\$2,300.00	\$115.00	\$2,300.00
	31	31	PVC Storm Sewer 12-Inch	LF	600	\$92.00	\$55,200.00	\$92.00	\$55,200.00	\$120.00	\$72,000.00
	32	32	Relay Sanitary Sewer 10-Inch	LF	12	\$593.00	\$7,116.00	\$593.00	\$7,116.00	\$415.00	\$4,980.00
	33	33	PVC Sanitary Sewer Pipe 10-Inch	LF	15	\$300.00	\$4,500.00	\$300.00	\$4,500.00	\$255.00	\$3,825.00
	34	34	PVC Sanitary Sewer Pipe 12-Inch	LF	15	\$300.00	\$4,500.00	\$300.00	\$4,500.00	\$260.00	\$3,900.00
	35	35	HMA Pavement 4 LT 58-28 S Upper Layer (11th)	Tons	1525	\$81.50	\$124,287.50	\$81.50	\$124,287.50	\$81.50	\$124,287.50
	36	36	Tack Coat (0.06 gal per sy) (11th)	Gal	2250	\$1.00	\$2,250.00	\$1.00	\$2,250.00	\$1.00	\$2,250.00
	37	37	Concrete Sidewalk 4-Inch	SF	11465	\$6.85	\$78,535.25	\$8.26	\$94,700.90	\$6.85	\$78,535.25
	38	38	Concrete Base 7-Inch	SY	3000	\$53.85	\$161,550.00	\$63.25	\$189,750.00	\$53.85	\$161,550.00
	39	39	Detectable Warning Fields	SF	864	\$35.00	\$30,240.00	\$42.05	\$36,331.20	\$35.00	\$30,240.00
	40	40	Detectable Warning Fields Radial	SF	52.5	\$55.00	\$2,887.50	\$68.42	\$3,592.05	\$55.00	\$2,887.50
	41	41	Concrete Curb and Gutter 24-Inch Exposed Pan	LF	1450	\$48.00	\$69,600.00	\$45.16	\$65,482.00	\$48.00	\$69,600.00
	42	42	Concrete Curb and Gutter 24-inch Overlaid Pan	LF	600	\$38.00	\$22,800.00	\$46.04	\$27,624.00	\$38.00	\$22,800.00
	43	43	Pedestrian Curb	LF	400	\$40.00	\$16,000.00	\$46.01	\$18,404.00	\$40.00	\$16,000.00

44	44	Pavement Marking Crosswalk 6-Inch	LF	275	\$5.00	\$1,375.00	\$12.25	\$3,368.75	\$12.25	\$3,368.75
45	45	Inlet Protection	Each	75	\$50.00	\$3,750.00	\$55.00	\$4,125.00	\$60.00	\$4,500.00
46	46	Rock Bags	Each	135	\$0.01	\$1.35	\$20.00	\$2,700.00	\$18.00	\$2,430.00
47	47	Topsoil	SY	575	\$10.00	\$5,750.00	\$5.25	\$3,018.75	\$10.00	\$5,750.00
48	48	Hydro-Seed	SY	575	\$10.00	\$5,750.00	\$4.75	\$2,731.25	\$3.50	\$2,012.50
49	49	Sawing Concrete	LF	4175	\$2.25	\$9,393.75	\$1.95	\$8,141.25	\$3.00	\$12,525.00
50	50	HMA Pavement 3 LT 58-28 S Lower Layer (11th)	Tons	1525	\$79.00	\$120,475.00	\$79.00	\$120,475.00	\$79.50	\$121,237.50
51	51	Allowance - Video Conversion	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
<b>Total</b>						<b>\$1,213,308.60</b>		<b>\$1,264,535.84</b>		<b>\$1,292,946.74</b>

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2483-24	Page:	1 of 7

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

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and  
Butyen-Peterson Construction Company ("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: 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: **2024 Complete Street Improvements, South 11<sup>th</sup> Street and Swift Avenue**

**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 August 30, 2024 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14<sup>th</sup> day following substantial completion.


4.03 *Milestones*

- A. None.

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):



	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2483-24	Page:	2 of 7


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*

- 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

- 5.01 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.

PROJECT MANUAL					Item 6.
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2483-24	Page:	3 of 7

## 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:


PROJECT MANUAL					Item 6.
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2483-24	Page:	4 of 7

- 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. Federal Labor Provisions (HUD 4010), Wage Determinations, Affirmative Action Requirements, Contract Language Requirements, Equal Opportunity Clause and Section 3 Contract Requirements as identified in Section 00 43 43 – Federal Requirements (not attached but incorporated by reference).
6. Addenda (not attached but incorporated by reference)
  - a. Number 1 dated 2/13/2024.
7. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid consisting of 2 pages.
8. 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.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2483-24	Page:	5 of 7

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


	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2483-24	Page:	6 of 7

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)*

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2483-24	Page:	7 of 7

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)

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: Charles C. Adams, City Attorney

Date: \_\_\_\_\_

CONTRACTOR:

Buteyn-Peterson Construction Company

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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Table of Contents		
		Section:	00 01 10		
		Bid Number:	2477-22	Page:	1 of 2

**2024 Complete Street Improvements  
South 11th Street and Swift Avenue**

SECTION	TITLE	Pages
<b>00 00 00</b>	<b>PROCUREMENT AND CONTRACTING REQUIREMENTS</b>	
	<b>Introductory Information</b>	
00 01 01	Cover	1
00 01 10	Table of Contents	2
	<b>Procurement Requirements</b>	
00 11 13	Advertisement for Bids	2
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	3
00 42 13	Bid Bond	2
00 45 13	Bidder's Proof of Responsibility	4
00 45 20	Proof of Responsibility and Non-Collusion Affidavit - Subcontractor	4
00 45 50	List of Subcontractors	1
	<b>Contracting Requirements</b>	
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 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
	<b>GENERAL REQUIREMENTS</b>	
01 11 00	Summary of Work	2
01 14 00	Work Restrictions	5
01 21 00	Allowances	1
01 43 00	Quality Assurance	2
01 55 26	Traffic Control	2
01 57 19	Temporary Environmental Controls	2
01 71 23	Construction Staking	2
01 78 00	Closeout Requirements	2
01 78 19	Project Record Requirements	2
<b>31 00 00</b>	<b>EARTHWORK</b>	
31 25 00	Erosion Control and Site Maintenance	3
<b>32 00 00</b>	<b>EXTERIOR IMPROVEMENTS</b>	
32 10 00	Grading, Pavement, Curb and Gutter, and Sidewalk	5

## PROJECT MANUAL

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: 2477-22 Page: 2 of 2

SECTION	TITLE	Pages
<b>33 00 00</b>	<b>UTILITIES</b>	
33 01 32	Sewer Televising	5
33 01 32.1	Sewer Televising – Requirements for Digital Data Delivery	1
33 05 09	Sewer Pipe	2
33 05 61	Concrete Manholes, Catch Basins and Inlets	7

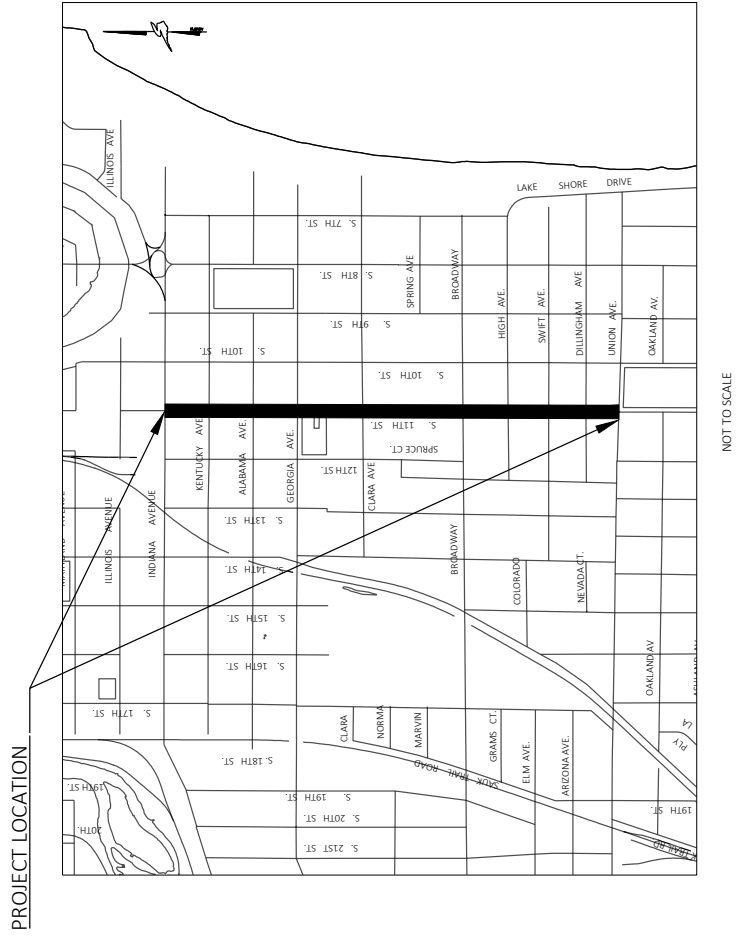


CITY OF SHEBOYGAN  
DEPARTMENT OF PUBLIC WORKS



SOUTH 11TH STREET - 2024 IMPROVEMENTS  
UNION AVE - INDIANA AVE

FEBRUARY 2024



INDEX OF SHEETS		
SHEET NO.	DRAWING NO.	DESCRIPTION
1	000 CV	TITLE SHEET
2	001 GN	GENERAL NOTES
3	020 PO	PROJECT OVERVIEW
4	030 SC	SURVEY CONTROL
5	040 CD 1	TYPICAL SECTIONS
6-18	040 CD 2-14	CONSTRUCTION DETAILS
19-26	050 RD 1-8	REMOVAL DETAILS
27	110 EC 1	EROSION CONTROL - NOTES
28-35	110 EC 2-9	EROSION CONTROL DETAILS
36	305 TC	TRAFFIC CONTROL
37-44	400 PP 1-8	PLAN DETAILS (INCLUDES STORM SEWER INFORMATION)
45-50	600 PP 1-6	INTERSECTION PAVING DETAILS
51-54	700 MA 1-4	MATERIALS AND NOTES

Designed By	TJM
Drawn By	TJM
Checked By	KEJ
Plot Date	1/23/2024
Blot No.	2483-24
Project Date	FEBRUARY 2024
Sheet No.	1
Drawing No.	

Item 6.

BID NUMBER: 2483-24

# CITY OF SHEBOYGAN

## DEPARTMENT OF PUBLIC WORKS

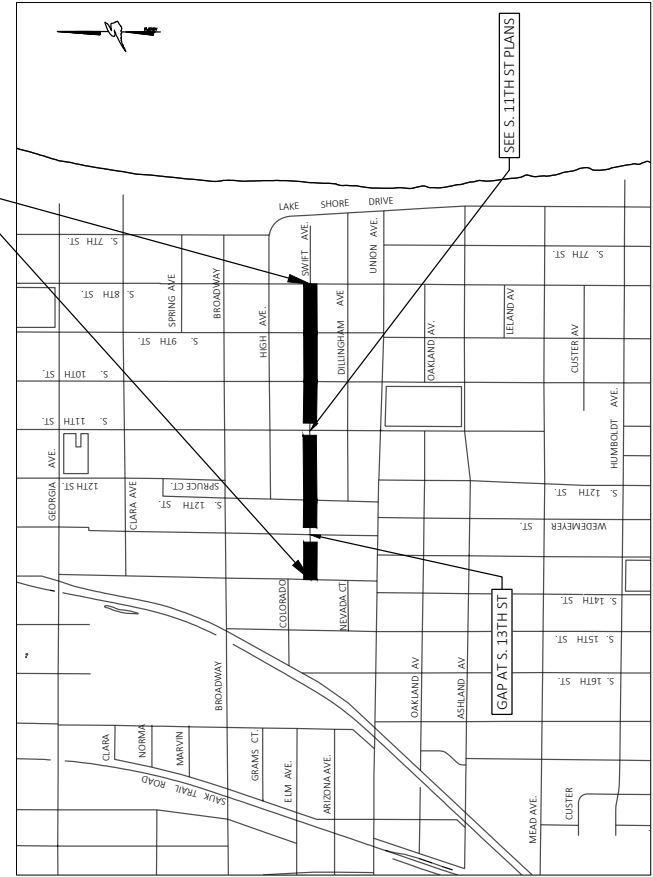


### SWIFT AVENUE - 2024 IMPROVEMENTS

### SOUTH 14TH STREET - SOUTH 8TH STREET

FEBRUARY 2024

PROJECT LOCATION



NOT TO SCALE

INDEX OF SHEETS		
SHEET NO.	DRAWING NO.	DESCRIPTION
1	000 CV-1	TITLE SHEET
2	001 GN-1	GENERAL NOTES
3	020 PO-1	PROJECT OVERVIEW
4	030 SC-1	SURVEY CONTROL
5	040 D-1	TYPICAL SECTIONS
6-19	040 D 2-15	CONSTRUCTION DETAILS
20-25	050 RD 1-6	REMOVAL DETAILS
26	110 EC 1	EROSION CONTROL - NOTES
27-32	110 EC 2-7	EROSION CONTROL DETAILS
33	305 TC	TRAFFIC CONTROL
34-39	400 PP 1-6	PLAN DETAILS (INCLUDES SEWER INFORMATION)
40-43	600 PP 1-4	INTERSECTION PAVING DETAILS
44-45	700 MQ 1-2	MISCELLANEOUS QUANTITIES

SWIFT AVENUE - 2024 IMPROVEMENTS  
SOUTH 14TH STREET - SOUTH 8TH STREET

TITLE SHEET

CITY OF SHEBOYGAN  
PUBLIC WORKS  
City of Sheboygan  
Public Works  
Engineering Division  
2025 New Jersey Avenue  
Sheboygan, WI 53081  
Ryan Saarina, PE - City Engineer

Designed By	TMM
Drawn By	TMM
Checked By	KUJ
Plot Date	1/21/2024
Plot No.	2483-24
Project Date	FEBRUARY 2024
Sheet No.	1
Drawing No.	000CV-1

Item 6.

*Item 6.*

19

29	29	Inlet Castings	Each	34	\$685.00	\$23,290.00
30	30	PVC Storm Sewer 8-Inch	LF	20	\$115.00	\$2,300.00
31	31	PVC Storm Sewer 12-Inch	LF	600	\$92.00	\$55,200.00
32	32	Relay Sanitary Sewer 10-Inch	LF	12	\$593.00	\$7,116.00
33	33	PVC Sanitary Sewer Pipe 10-Inch	LF	15	\$300.00	\$4,500.00
34	34	PVC Sanitary Sewer Pipe 12-Inch	LF	15	\$300.00	\$4,500.00
35	35	HMA Pavement 4 LT 58-28 S Upper Layer (11th)	Tons	1525	\$81.50	\$124,287.50
36	36	Tack Coat (0.06 gal per sy) (11th)	Gal	2250	\$1.00	\$2,250.00
37	37	Concrete Sidewalk 4-Inch	SF	11465	\$6.85	\$78,535.25
38	38	Concrete Base 7-Inch	SY	3000	\$53.85	\$161,550.00
39	39	Detectable Warning Fields	SF	864	\$35.00	\$30,240.00
40	40	Detectable Warning Fields Radial	SF	52.5	\$55.00	\$2,887.50
41	41	Concrete Curb and Gutter 24-Inch Exposed Pan	LF	1450	\$48.00	\$69,600.00
42	42	Concrete Curb and Gutter 24-inch Overlaid Pan	LF	600	\$38.00	\$22,800.00
43	43	Pedestrian Curb	LF	400	\$40.00	\$16,000.00
44	44	Pavement Marking Crosswalk 6-Inch	LF	275	\$5.00	\$1,375.00
45	45	Inlet Protection	Each	75	\$50.00	\$3,750.00
46	46	Rock Bags	Each	135	\$0.01	\$1.35
47	47	Topsoil	SY	575	\$10.00	\$5,750.00
48	48	Hydro-Seed	SY	575	\$10.00	\$5,750.00
49	49	Sawing Concrete	LF	4175	\$2.25	\$9,393.75
50	50	HMA Pavement 3 LT 58-28 S Lower Layer (11th)	Tons	1525	\$79.00	\$120,475.00
51	51	Allowance - Video Conversion	LS	1	\$5,000.00	\$5,000.00
<b>Total</b>						<b>\$1,213,308.60</b>