AMENDEDPUBLIC WORKS COMMITTEE AGENDA

November 09, 2026 at 5:30 PM

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

Notice that the Public Works Committee will meet at 5:30 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 October 26, 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. Presentation by DPW GIS Staff
7. Res. No. 139-26-27 by Alderpersons Dekker and Kelly authorizing the appropriate City officials to pause the advancement of the pedestrian bridge.
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.

TENTATIVE DATE OF NEXT REGULAR MEETING

9. Next Regular Meeting Date: November 23, 2026

ADJOURN MEETING

10. 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, October 26, 2026

OPENING OF MEETING

1. Call to Order

   The meeting was called to order at 4:30 PM

2. Roll Call

   Alderpersons present: Chair Dekker, Vice Chair Kelly, Heidemann, Boorse - 4

   Alderpersons excused: Menzer - 1

3. Pledge of Allegiance

4. **Approval of Minutes**
   Public Works Committee Meeting held on October 12, 2026

   MOTION TO APPROVE MINUTES FROM OCTOBER 12, 2026
   Motion made by Alderperson Kelly, Seconded by Alderperson Boorse
   Voting Yea: Dekker, Kelly, Heidemann, Boorse - 4

5. **Public Comment**
   No one spoke.

ITEMS FOR DISCUSSION AND POSSIBLE ACTION

6. Discussion Only - Transportation Safety Action Plan

   City Engineer Kevin Jump and Anne Holzem with MSA Professional Services discussed the City's Transportation Safety Action Plan and fielded questions and comments from the Committee.

TENTATIVE DATE OF NEXT REGULAR MEETING

7. Next Regular Meeting Date: November 9, 2026

ADJOURN MEETING

8. Motion to Adjourn

   MOTION TO ADJOURN AT 5:00 PM
   Motion made by Alderperson Kelly, Seconded by Alderperson Boorse
   Voting Yea: Dekker, Kelly, Heidemann, Boorse - 4

CITY OF SHEBOYGAN
RESOLUTION 139-26-27

BY ALDERPERSONS DEKKER AND KELLY.

NOVEMBER 9, 2026.

A RESOLUTION authorizing the appropriate City officials to pause the advancement of the pedestrian bridge.

WHEREAS, the City of Sheboygan Department of Public Works and the Department of Planning and Development submitted an application to the Federal Highway Administration (FHWA) for a Rebuilding America Infrastructure with Sustainability and Equity (RAISE) Grant to construct a Movable Pedestrian Bridge, and the City was notified of the award and began the contracting process with FHWA in 2023; and

WHEREAS, in 2024 the Common Council approved an agreement with FHWA to proceed with the project's design and construction with an agreement with HDR to design the bridge; and

WHEREAS, the original estimated construction costs were set at approximately $6.7 million, with $5.3 million to be paid by the federal RAISE grant, and later refinements raised the estimate to roughly an $8 million build out, with $3.5 million allocated from TID 21 to cover the City's increased costs; and

WHEREAS, recent engineering design work and projections now estimate project costs at over $12 million, and TID 21 cannot support such a large cost increase and advancing the project would require issuing debt placed on the general tax base, which City staff do not support.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby authorizes the City to pause further advancement of the pedestrian bridge project upon completion of the environmental documentation process.

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

MEMORANDUM

To: Mayor and Common Council
From: Casey Bradley, City Administrator
Date: October 19, 2026
Subject: Recommendation to Pause Further Action on the Movable Pedestrian Bridge Project

Purpose

The purpose of this memorandum is to provide an update regarding the Movable Pedestrian Bridge project and to formally recommend that the City pause any further advancement of the project based on current cost projections and the financial capacity of Tax Increment District (TID) 21.

Background

This project has been under consideration since Sheboygan County was selected in 2005 as one of four areas in the United States to participate in the Nonmotorized Transportation Pilot Program (NMTPP). To administer the program, the County established NMTPP committees. These groups reviewed the project and supported the overall concept but determined that available funding at the time was insufficient to construct the bridge without diverting resources from other bicycle and pedestrian projects throughout the county. Even so, the concept remained a priority for renewed consideration as resources and opportunities became available.

In 2022, the Department of Public Works and the Department of Planning and Development submitted an application to the Federal Highway Administration (FHWA) for a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant to construct the previously considered bicycle and pedestrian bridge across the Sheboygan River.

The city was notified of the grant award and began the contracting process with FHWA in 2023. In 2024, the Common Council approved an agreement with FHWA to proceed with the project's design and construction and an agreement with HDR to design the bridge.

A construction contract was expected to be presented to the Common Council for approval in 2027, with construction expected to be complete in 2029.

Project Financials

Since 2022, construction costs have significantly increased, in some cases by as much as 12-18% per year. In the 2022 application documents, construction costs were estimated at approximately $6.7 million, with a plan that $5 million would be paid by the federal RAISE grant.

Casey Bradley
City Administrator

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI 53081

920-459-3317
www.sheboyganwi.gov

MEMORANDUM

To: Mayor and Common Council
From: Casey Bradley, City Administrator
Date: October 19, 2026
Subject: Recommendation to Pause Further Action on the Movable Pedestrian Bridge Project

Subsequent refinements increased the cost estimate to roughly $8 million, with $3.5 million allocated from TID 21 to cover the city's increased costs. Recent engineering design work and revised projections now place anticipated construction costs at over $12 million, driven largely by significant inflation in construction costs. While the current proposal includes a much simpler mechanical design than originally planned, those cost savings do not offset the impact of inflation and the need to match the South 8th Street Bridge's clearance threshold, which is another unanticipated project requirement imposed by the US Coast Guard.

Since the City's initial application, project costs have increased nearly 70%. TID 21 cannot support a cost increase of this magnitude. Advancing the project would require issuing debt that would be placed on the general tax base- something city staff and officials do not support.

To date, the city has used approximately $1 million in TID 21 funds for:

- A draft Environmental Assessment Report, including soil testing to determine the extent of existing soil contamination,
- Public Involvement Meetings, including a public open house, meetings with charter fishing Boat Captains, and a presentation to the Common Council,
- Agency Coordination, including the US Coast Guard, US Army Corps of Engineers, and the Wisconsin Department of Natural Resources,
- Conceptual design, which included a study to verify the optimal bridge type and location,
- Field Survey and Soil Borings,
- Review of Floodplain Impacts,
- Preliminary design
- Progress on the Final Design and Bidding Documents, and
- Engineers' Estimate of Probable Cost

Recommendation

Given the current project cost estimate and funding limitations, I recommend that the City:

- Pause all further advancement of the Movable Pedestrian Bridge project, including design and engineering expenditures. The only exception would be to complete the Environmental Documentation process now so that, if the project moves forward again, only minimal updates would be required.

Casey Bradley
City Administrator

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MEMORANDUM

To: Mayor and Common Council

From: Casey Bradley, City Administrator

Date: October 19, 2026

Subject: Recommendation to Pause Further Action on the Movable Pedestrian Bridge Project

- Retain the federal RAISE grant allocation while monitoring future cost conditions. Revisit the feasibility of the bridge only if cost estimates return to a level that can be sustainably supported by TID resources without impacting the tax levy.

The bridge remains an aspirational long-term improvement for the riverfront; however, it is not financially viable at this time. Staff is mindful that the same cost increases likely will apply to the Marina reconstruction project. Pausing the Pedestrian Bridge project preserves financial flexibility within TID 21 to maintain progress on the Marina project, which remains a core waterfront priority.

Casey Bradley
City Administrator

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AGENDA ITEM MEMORANDUM

DATE: 11/5/2026

TO: Public Works Committee

FROM: Kevin Jump, PE – City Engineer

SUBJECT: Resolution 140-26-27 – A resolution 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.

ISSUE

Should the Public Works Committee recommend entering 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?

STAFF RECOMMENDATION

Staff recommends approving the contract.

BACKGROUND/DISCUSSION

As part of the ongoing development of the Gartman Farm property, upcoming construction requires a north-south access road through the site. Development of this corridor includes crossings of two existing waterways.

To mitigate the long lead time for culvert fabrication, a procurement contract was used to start production early and avoid potential delays to future construction activities.

The access road will be constructed within the final alignment of the planned north-south roadway, and the culverts will be installed in their permanent locations to support both the temporary access road and the future roadway improvements.

Construction of the access road and culvert installation will be completed under a future project currently planned for 2027.

FUNDING IMPACT

Funds for the culverts have been included in the TID 23 project plan.

IF APPROVED, NEXT STEPS:

If approved, appropriate staff will sign the contract with CONTECH Engineered Solutions to produce the culverts.

DEPARTMENT OF
PUBLIC WORKS

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CITY OF SHEBOYGAN
RESOLUTION 140-26-27

BY ALDERPERSONS DEKKER AND KELLY.

NOVEMBER 9, 2026.

A RESOLUTION 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.

WHEREAS, the City of Sheboygan advertised for bids for the purchase of a three-sided arch system ("Prefabricated Culvert") to be installed within the Gartman Development; and

WHEREAS, one bid was received in response to that advertisement; and

WHEREAS, the bid was from CONTECH Engineered Solutions for $715,565.00; and

WHEREAS, the City Engineer has reviewed the bid and determined that it meets all of the 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 authorized to enter into the attached agreement with CONTECH Engineered Solutions for the purchase of a three-sided arch system ("Prefabricated Culvert") to be installed within the Gartman Development.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to draw funds from TID 23 – Land Improvements (Acct. No. 423660-621200), upon the agreement being fully executed by all parties, to pay for the Prefabricated Culvert 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

SECTION 00 52 00

AGREEMENT BETWEEN BUYER AND SELLER FOR PROCUREMENT CONTRACT

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EJCDC® P-520, Agreement between Buyer and Seller for Procurement Contract.
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Exhibit A— Assignment of Procurement Contract, Consent to Assignment, and Acceptance of Assignment 1

Exhibit B— Surety's Consent to Assignment 1

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AGREEMENT BETWEEN BUYER AND SELLER FOR PROCUREMENT CONTRACT

This Procurement Agreement is by and between **City of Sheboygan** ("Buyer") and **CONTECH Engineered Solutions** ("Seller").

Terms used in this Procurement Agreement have the meanings stated in the General Conditions of the Procurement Contract and the Supplementary Conditions of the Procurement Contract.

Buyer and Seller hereby agree as follows:

ARTICLE 1—PROCUREMENT CONTRACT

1.01 *Goods and Special Services*

A. Seller shall furnish the Goods and Special Services as specified or indicated in the Procurement Contract Documents. The Goods and Special Services are generally described as follows: **three-sided arch system.**

1.02 *The Project*

A. The Project, of which the Goods and Special Services are a part, is generally described as follows: **Southside Interceptor Sewer Construction – Arch System Procurement.**

1.03 *Engineer*

A. Buyer has retained **Foth Infrastructure and Environment** ("Engineer"), to prepare Procurement Contract Documents and act as Buyer's representative. Engineer assumes all duties and responsibilities and has the rights and authority assigned to Engineer in the Procurement Contract Documents in connection with Seller's furnishing of Goods and Special Services.

1.04 *Point of Destination*

A. The Point of Destination will be designated at a later date.

ARTICLE 2—PROCUREMENT CONTRACT TIMES

2.01 *Time of the Essence*

A. All time limits for Milestones, including the submittal of Shop Drawings and Samples, the delivery of Goods, and the furnishing of Special Services as stated in the Procurement Contract Documents, are of the essence of the Procurement Contract.

2.02 *Schedule of Procurement Contract Times*

A. The following schedule sets forth the Procurement Contract Times:

Milestone	Date or Days	Notes
Submit Shop Drawings	12/15/2026	
Deliver acceptable Goods to Point of Destination	TBD	Will be coordinated with Owner, Engineer, and construction Contractor, once selected

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Readiness for Final Inspection and Acceptance of Goods and Special Services	3/31/2027	

2.03 *Shop Drawings and Samples*

A. *Submittal of Shop Drawings and Samples*: Seller shall submit all Shop Drawings and Samples required by the Procurement Contract Documents to Engineer for its review and approval.

B. *Engineer's Review*: It is the intent of the parties that Engineer will conduct its review of Shop Drawings and Samples and issue its approval, or a denial accompanied by substantive comments regarding information needed to gain approval, within **fourteen (14)** days after Seller's submittal of such Shop Drawings and Samples, or within such longer period that is needed because of the quantity and quality of such submittals. Resubmittals will be limited whenever possible.

2.04 *Liquidated Damages*

A. Buyer and Seller recognize that time is of the essence as stated in Paragraph 2.01, and that Buyer will suffer financial and other losses if the Goods are not delivered to the Point of Destination and ready for receipt of delivery by Buyer within the time specified in Paragraph 2.02, plus any extensions thereof allowed in accordance with this Procurement Contract. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Seller's specific compliance with the delivery requirements of Paragraph 2.02. Further, the parties recognize the time, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the loss (whether direct, consequential, or otherwise) suffered by Buyer if complete, acceptable Goods are not delivered on time. Accordingly, instead of requiring any such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer an amount as represented by the table below for each day that expires after the time specified in Paragraph 2.02 for delivery of acceptable Goods.

LIQUIDATED DAMAGES		
Original Contract Amount		
From more than:	To and including:	Calendar Day
$0	$100,000	$180
$100,000	$300,000	$295
$300,000	$500,000	$480
$500,000	$1,000,000	$665
$1,000,000	--------	$990

ARTICLE 3—PROCUREMENT CONTRACT PRICE

3.01 *Procurement Contract Price and Total Price*

A. The Procurement Contract Price is comprised of the Lump Sum and Unit Price amounts set forth in the following paragraphs.

B. Buyer shall pay Seller a Lump Sum of $**715,565.00** for furnishing the Goods and Special Services (other than any Unit Price Goods and Special Services) in accordance with the

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Procurement Contract Documents. Such Lump Sum amount accounts for the following Buyer-accepted alternates: **NA**

C. The Total Price is $**715,565.00.** Such Total Price is comprised of the Lump Sum amount (taking into account any accepted alternates), Unit Price Goods and Special Services amount (if any) (subject to final adjustment), and Buyer's Contingency Allowance (if any) (subject to final adjustment).

3.02 *Procurement Contract Price and Total Price—Based on Attached Bid*

A. For furnishing the Goods and Special Services in accordance with the Procurement Contract Documents, Buyer shall pay Seller the prices stated in Seller's Bid, attached hereto as an exhibit, subject to final adjustments for Unit Price Goods and Special Services and Buyer's Contingency Allowance, if any, and subject to the following Buyer-accepted alternates: **NA**.

ARTICLE 4—PAYMENT PROCEDURES

4.01 *Submittal and Processing of Applications for Payment*

A. Seller shall submit Applications for Payment in accordance with Article 13 of the General Conditions and the following paragraphs. Engineer and Buyer will process such Applications for Payment in accordance with said Article 13.

4.02 *Progress Payments; Final Payment*

A. Seller may submit an Application for Payment requesting the stated percentage of Procurement Contract Price upon attainment of each of the following Payment Line Items:

Payment Line Item (Lump Sum)	Percentage of Lump Sum
1. **Receipt of Approval of Shop Drawings and Samples**	**10**
2. **Completion of acceptable factory testing (if any)**	**5**
3. **Fabrication of Special Services in accordance with Procurement Contract Documents**	**70**
4. Final Payment: **Delivery of Goods to Point of Destination in accordance with the Procurement Contract Documents, Correction of non-conformities, provision of final Operations and Maintenance manuals, submittal of warranties and other final documentation required by the Procurement Contract Documents**	**15**

ARTICLE 5—ASSIGNMENT OF PROCUREMENT CONTRACT

5.01 *Assignment of Contract*

A. Buyer has the right to assign this Procurement Contract for furnishing Goods and Special Services, but only to a person or entity with sufficient apparent ability to satisfy all of Buyer's obligations under this Procurement Contract, and Seller hereby consents to such assignment. Forms documenting the assignment of the Procurement Contract, and consent of Seller's surety to the assignment, have been executed by Buyer, Seller, and Seller's surety, and are attached as exhibits to this Procurement Agreement. If so, assigned the following provisions apply:

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1. The Procurement Contract is initially executed in the name of the entity identified herein as Buyer, and will be assigned by such Buyer (as assignor) to a construction contractor (Contractor/Assignee) designated by such Buyer. The assignment will occur on the effective date of the construction contract between such Buyer (Project Owner) and the Contractor/Assignee, which is expected to occur on or about **February 1, 2027**. Commencing on the date of acceptance of assignment by the Contractor/Assignee, all references in the Procurement Contract to "Buyer" shall mean the designated Contractor/Assignee.

2. The assignment of this Procurement Contract relieves the assignor from all further obligations and liabilities under this Procurement Contract. After assignment, Seller shall become a subcontractor or supplier to the Contractor/Assignee and, except as noted herein, all rights, duties, and obligations of Buyer under the Procurement Contract become the rights, duties, and obligations of the Contractor/Assignee.

3. After assignment:

    a. The Procurement Drawings and Procurement Specifications, and any modifying Addenda will become "Contract Documents" under the construction contract.

    b. If the Procurement Drawings or Procurement Specifications, as "Contract Documents" under the construction contract, are duly modified under such construction contract, then Seller and Contractor/Assignee shall enter into a corresponding Change Order under the applicable provisions of this Procurement Contract.

    c. The Procurement Drawings and Procurement Specifications may not be modified by Seller or Contractor/Assignee, singly or in tandem, except as such Procurement Drawings or Procurement Specifications, as "Contract Documents" under the construction contract, have been duly modified under such construction contract.

    d. All performance warranties, guarantees, and indemnifications required by the Procurement Contract will continue to run for the benefit of assignor (Project Owner) and, in addition, for the benefit of the Contractor/Assignee. However, if assignor (Project Owner) and Contractor/Assignee make the same warranty or guarantee claim, then Seller shall only be liable once for such claim. Other than its remedies under such warranties, guarantees, and indemnifications, assignor will not retain direct rights under this Procurement Contract, but will have rights and remedies as a party to the construction contract, whose scope of work will encompass the Procurement Drawings, Procurement Specifications, and modifying Addenda; provided, however, that any limitations on Seller's liability in this Procurement Contract will continue to bind the original Buyer (assignor) after assignment.

    e. The Contractor/Assignee shall have all the rights of the Buyer under the Performance Bond and Payment Bond.

    f. Seller shall submit all Applications for Payment directly to Contractor/Assignee.

        1) Contractor/Assignee shall review each Application for Payment promptly, determine the amount that Contractor/Assignee approves for payment, and

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then include the amount approved in the next application for payment submitted to Project Owner (or Engineer) under the construction contract.

2) Contractor/Assignee shall pay Seller within **[number]** days of receipt of payment from the Project Owner under the construction contract.

3) After assignment Engineer will review, approve, or deny the content of Applications for Payment under the Procurement Contract only to the extent that Contractor/Assignee, as construction contractor, has incorporated such content into payment applications that Engineer reviews under the construction contract.

g. The Contractor/Assignee shall have all the rights of the Buyer under any pending Claim by Buyer.

h. All Claims and supporting documentation will be submitted directly by the claimant party (either Buyer, **Assignee,** or Seller), to the other party, without submittal to Engineer.

1) The other party will render a response in writing within 30 days of receipt of the last submittal of claimant.

2) If the other party does not render a written response to a Claim within 30 days after receipt of the last submittal of the claimant, the other party shall be deemed to have approved the Claim in its entirety.

3) The other party's written response to a Claim, or the approval of the Claim in its entirety as a function of failure to respond within 30 days, will be final and binding upon Buyer and Seller 30 days after it is issued, unless within such 30 days of issuance either Buyer or Seller appeals the result by initiating the mediation of the Claim in accordance with the dispute resolution procedures set forth in Paragraph 12.02 of the General Conditions.

4) Any Claim by Seller that Contractor/Assignee may choose to submit, present, or forward to Project Owner must be submitted to Buyer within sufficient time for Contractor/Assignee to preserve its rights under the construction contract, notwithstanding any procedures or time limits in this Procurement Contract.

i. Seller's recovery of additional cost, time, or both cost and time for any Claim attributable to the Project Owner will be limited to the proportionate recovery by Contractor/Assignee against Project Owner for such Claim. Seller will cooperate and assist Contractor/Assignee in pursuing any Claim by Contractor/Assignee against Project Owner on behalf of Seller, including the timely preparation and delivery of supporting documentation.

j. If the pursuit of any claim by Contractor/Assignee against Project Owner on Seller's behalf requires the expenditure by Contractor/Assignee of legal or consulting fees, or results in litigation, arbitration, or any dispute resolution procedures, Seller agrees to pay for a proportionate share of attorneys' fees, consultant fees, and litigation, arbitration, and other resolution costs incurred by Contractor/Assignee in pursuing the claim on behalf of Seller, based upon the amount claimed by Seller as compared to the total value of the claim pursued by the Contractor/Assignee.

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k. All rights, duties, and obligations of Engineer to Contractor/Assignee and Seller under this Procurement Contract will cease.

l. Subject to the foregoing provisions, all references in the Procurement Contract to submitting items to Engineer, or to Engineer having tasks or obligations, will be read after such an assignment as requiring submittal to Contractor/Assignee, or as Contractor/Assignee having such tasks or obligations (which Contractor/Assignee may delegate when appropriate).

m. If the Procurement Contract includes a Buyer's Contingency Allowance, upon assignment such allowance will be automatically reduced to the amount previously authorized by Buyer (Project Owner), and cease to be operational.

ARTICLE 6—PROCUREMENT CONTRACT DOCUMENTS

6.01 *List of Procurement Contract Documents*

A. The Procurement Contract Documents consist of the following:

1. This Procurement Agreement.
2. General Conditions of the Procurement Contract.
3. Supplementary Conditions of the Procurement Contract.
4. Procurement Specifications as listed in the Procurement Specifications table of contents.
5. Procurement Drawings (not attached but incorporated by reference) and included in the final agreement per sheet index.
6. Addenda Numbers **1 and 1A**.
7. Bonds:
   a. Performance bond (together with power of attorney).
   b. Payment bond (together with power of attorney).
8. Exhibits to this Procurement Agreement (enumerated as follows):
   a. Exhibit A, Assignment of Contract, Consent to Assignment, and Acceptance of Assignment, and
   b. Exhibit B, Surety's Consent to Assignment.

B. The documents listed in Paragraph 6.01.A are attached to this Procurement Agreement (except as expressly noted otherwise above).

C. There are no Procurement Contract Documents other than those listed above.

D. The Procurement Contract Documents may only be amended or supplemented as provided in Paragraph 11.01 of the Procurement General Conditions.

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ARTICLE 7—SELLER'S REPRESENTATIONS AND CERTIFICATIONS

7.01 *Seller's Representations*

A. In order to induce Buyer to enter into this Procurement Agreement, Seller makes the following representations:

1. Seller has examined and carefully studied the Procurement Contract Documents.

2. If required by the Instructions to Bidders to visit the Point of Destination and the site where the Goods are to be installed or Special Services will be provided, or if, in Seller's judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the Goods and Special Services, then Seller has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided (as applicable) and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the Goods and Special Services.

3. Seller is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Seller's obligations under the Procurement Contract.

4. Seller has carefully studied, considered, and correlated the information known to Seller with respect to the effect of such information on the cost, progress, and performance of Seller's obligations under the Procurement Contract.

5. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Procurement Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Seller.

6. The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Contract.

7. Seller's entry into this Procurement Contract constitutes an incontrovertible representation by Seller that without exception all prices in the Procurement Agreement are premised upon furnishing the Goods and Special Services as required by the Procurement Contract Documents.

7.02 *Seller's Certifications*

A. Seller certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Procurement Contract. For the purposes of this Paragraph 7.02:

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 Procurement Contract execution;

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

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3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, 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 Procurement Contract.

ARTICLE 8—CONFIDENTIALITY

8.01 *Confidential Information*

A. Confidential information is information in documents submitted by Seller that Seller clearly and prominently labels in writing to be a trade secret, proprietary, or confidential. Such documents, if any, will be maintained in a manner that endeavors to avoid disclosing confidential information to third parties, to the extent allowed by Laws and Regulations.

B. Seller shall clearly and prominently mark confidential information with the word "CONFIDENTIAL" on each page or sheet or on the cover of bound documents. Place "CONFIDENTIAL" stamps or watermarks so that they do not obscure any of the required information on the document, either in the original or in a way that would obscure any of the required information in a photocopy of the document.

8.02 *Disclosure of Confidential Information*

A. If Buyer is requested to disclose confidential information, or becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, public information requests, or other requests under Laws and Regulations) to disclose confidential information, or is required by a regulatory body, governing agency, or controlling authority to disclose confidential information, or make any other disclosure that is prohibited or otherwise constrained by the Procurement Contract, Buyer will provide Seller with prompt notice so Seller may seek an appropriate protective order or other remedy. Seller will be solely responsible for submitting to the regulatory body, governing agency, or controlling authority any arguments, briefs, memoranda, motions, authorities, or other information in opposition to disclosure.

B. Buyer's obligations with respect to confidential information are nullified by the following exceptions:

1. Confidential information becomes a part of the public domain through publication or otherwise, through no fault of the Buyer;

2. Buyer can demonstrate through suitable documentation that the confidential information was already in the Buyer's possession, and not previously marked as confidential, or was otherwise publicly available prior to the Effective Date of the Procurement Contract;

3. The confidential information is subsequently and independently disclosed to the Buyer by a third party who has a lawful right to disclose such information;

4. Buyer has a good faith belief that disclosure is required or justified; or

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5. Buyer is required to disclose the confidential information by court order or by applicable Laws and Regulations.

8.03 *Waiver of Immunity*

A. Notwithstanding any other provision of the Procurement Contract, it is stipulated and agreed that by accepting confidential information, Buyer has not and does not waive its legal immunity (if any) from suit or liability.

ARTICLE 9—MUTUAL WAIVER

9.01 *Mutual Waiver of Consequential Damages*

A. Buyer and Seller waive against each other, and against the other's officers, directors, members, partners, employees, agents, consultants, and subcontractors, any and all claims for or entitlement to incidental, indirect, or consequential damages arising out of, resulting from, or related to the Procurement Contract. If Buyer (Project Owner) assigns this Procurement Contract to a construction contractor (Contractor/Assignee), then the terms of this Paragraph 9.01.A will be binding upon the Contractor/Assignee with respect to Seller and assignor. The terms of this mutual waiver do not apply to or limit any claim by either Buyer or Seller against the other based on any of the following: (a) contribution or indemnification, (b) liquidated damages, (c) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (d) intentional or reckless wrongful conduct, or (e) rights conferred by any bond provided by Seller under this Procurement Contract.

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IN WITNESS WHEREOF, Buyer and Seller have signed this Procurement Agreement. Counterparts have been delivered to Buyer and Seller.

The Effective Date of the Procurement Contract is _____.

Buyer	Seller
_____ *(typed or printed name of organization)*	_____ *(typed or printed name of organization)*
By: _____ *(individual's signature)*	By: _____ *(individual's signature)*
Date: _____ *(date signed)*	Date: _____ *(date signed)*
Name: _____ *(typed or printed)*	Name: _____ *(typed or printed)*
Title: _____ *(typed or printed)*	Title: _____ *(typed or printed)*
	(If Seller is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: _____ *(individual's signature)*	Attest: _____ *(individual's signature)*
Title: _____ *(typed or printed)*	Title: _____ *(typed or printed)*
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____
_____	_____
Designated Representative:	Designated Representative:
Name: _____ *(typed or printed)*	Name: _____ *(typed or printed)*
Title: _____ *(typed or printed)*	Title: _____ *(typed or printed)*
Address:	Address:
_____	_____
_____	_____
_____	_____
Phone: _____	Phone: _____
Email: _____	Email: _____
(If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)	

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EXHIBIT A—ASSIGNMENT OF PROCUREMENT CONTRACT, CONSENT TO ASSIGNMENT, AND ACCEPTANCE OF ASSIGNMENT

This assignment will be effective on the effective date of the construction contract between Buyer (as "Owner") and Contractor/Assignee (as "Contractor").

The Procurement Contract between **[insert name of original Buyer]** ("Buyer") and **[insert name of Seller]** ("Seller") for furnishing Goods and Special Services entitled **[insert name/designation of Procurement Contract]** (Procurement Contract) is hereby assigned, transferred, and set over to Contractor/Assignee, as assignee, by Buyer, as assignor. Upon assignment the Contractor/Assignee shall have the duties, rights, and obligations of Buyer under the terms of the Procurement Contract, and will be responsible to Owner under the construction contract for the performance of obligations by Seller, which will become a Subcontractor or Supplier to Contractor/Assignee. Buyer, Seller, and Contractor/Assignee hereby acknowledge and agree to be bound by the terms and conditions of assignment set forth in Article 5 of the Agreement Between Buyer and Seller for Procurement Contract.

Assignment Made by Buyer

_____
(typed or printed name of organization)

By: _____ Date: _____
(individual's signature) *(date signed)*

Name: _____ Title: _____
(typed or printed) *(typed or printed)*

If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Buyer-Seller Agreement.

Assignment Acknowledged and Accepted by Seller

_____
(typed or printed name of organization)

By: _____ Date: _____
(individual's signature) *(date signed)*

Name: _____ Title: _____
(typed or printed) *(typed or printed)*

If Seller is a corporation, attach evidence of authority to sign.

Assignment Accepted by Contractor/Assignee

_____
(typed or printed name of organization)

By: _____ Date: _____
(individual's signature) *(date signed)*

Name: _____ Title: _____
(typed or printed) *(typed or printed)*

If Contractor/Assignee is a corporation, attach evidence of authority to sign.

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EXHIBIT B—SURETY'S CONSENT TO ASSIGNMENT

Surety hereby acknowledges, agrees, and consents that the Procurement Contract for furnishing Goods and Special Services entitled **[Name of Procurement Contract]** by and between **[Name of Buyer]** ("Buyer") and **[Name of Seller]** ("Seller") may be assigned, transferred, and set over to **[Name of Contractor/Assignee]** ("Contractor/Assignee"), in accordance with Article 5 and Exhibit A of the Agreement between Buyer and Seller for Procurement Contract.

Surety further agrees that, upon assignment of the Procurement Contract, the Contractor/Assignee shall have all the rights of the Buyer under the Procurement Performance Bond and Procurement Payment Bond.

Agreement to Assignment Acknowledged and Accepted by Surety

_____
(typed or printed name of organization)

By: _____ Date: _____
(individual's signature) *(date signed)*

Name: _____ Title: _____
(typed or printed) *(typed or printed)*

Attach Power of Attorney.

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Southside Interceptor Sewer Construction – Arch System Procurement
Sheboygan, WI

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00 01 02	Stamping Page	1
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MOENNING ROAD

GARTMAN SUBDIVISION

STAHL ROAD

EXISTING WETLANDS

WATERWAY CROSSING NORTH

WATERWAY CROSSING SOUTH

PROPOSED HAUL ROAD ALIGNMENT

HAUL ROAD

0+00 2+00 4+00 6+00 8+00 10+00 12+00 14+00 16+00 18+00 20+00 22+00 24+00 26+00 28+00 30+00 32+00 34+00 36+00 38+00 40+00

RIVERDALE PUBLIC GOLF COURSE

0 150 300
scale feet

PREPARED FOR:
City of Sheboygan
spirit on the lake

PREPARED BY:
Foth

NO	DATE	BY	REVISION DESCRIPTION

SOUTHSIDE INTERCEPTOR SEWER CONSTRUCTION
CITY OF SHEBOYGAN
SHEBOYGAN, WI

HAUL ROAD OVERALL LAYOUT

ISSUE FOR BID

DESIGNED: CJZ	DRAWN: CJZ	CHECKED: CDH

PROJECT NO: 0024S042.01
PRINT DATE: 9/8/2026

SHEET NO.
C1.00

CAD FILE: C:\USERS\CJZ\DOCUMENTS\FOTH\SHEB-GARTMAN PROPERTY-240942.00\PROJECT FILES\CAD\PLANS\18TH STREET CULVERTS\C1.00 HAUL ROAD OVERALL LAYOUT.DWG Layout: C1.00 By: ZUBAK, CHRIS