



PUBLIC WORKS COMMITTEE AGENDA

October 15, 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: September 24, 2024

ITEMS FOR DISCUSSION & POSSIBLE ACTION

6. Res. No. 95-24-25 / A resolution adopting a Sheboygan Waterfront and Marina Master Plan.
7. Res. No. 86-24-25 / A resolution adopting a Special Event Fee Schedule and an amended Equipment Fee Schedule.
8. Res. No. 87-24-25 / A resolution adopting the 2025 Marina and Riverfront Slips Fee Schedule.
9. Res. No. 96-24-25 / A resolution authorizing the appropriate City officials to execute a Memorandum of Understanding with Friends of the Shaw Family Playground, Inc. regarding the terms and understanding between the parties with regard to the playground designed for use by children of all abilities.
10. Res. No. 98-24-25 / A resolution authorizing the Purchasing Agent to issue a purchase order for two (2) Tandem Axle Dump Trucks with snowplows and salt spreaders for the Motor Vehicle Division of the Department of Public Works.
11. Res. No. 99-24-25 / A resolution authorizing the appropriate City officials to enter into a contract with HDR Engineering, Inc. for the design of a movable pedestrian bridge connecting the South Pier promenade with the area of Riverfront Drive and Virginia Avenue.

- [12.](#) Direct Referral Res. No. 100-24-25 / A resolution authorizing the appropriate City officials to amend the Agreement between the City of Sheboygan and Guelig Waste and Demolition, LLC for demolition of structures located at 1211 N. 23rd Street, Sheboygan, to allow for the demolition of a 12,000 square foot outbuilding.
- [13.](#) Direct Referral Res. No. 101-24-25 / A resolution authorizing the Purchasing Agent to issue a Purchase Order for the abatement of asbestos from an accessory structure on the property located at 1211 N. 23rd Street to precede demolition of the structure.
- [14.](#) Direct Referral Res. No. 102-24-25 / A resolution authorizing the Purchasing Agent to issue purchase orders to three nurseries for the purchase of street trees for the 2025 Street Tree Planting Program for the City of Sheboygan.

NEXT MEETING DATE

15. Next Regular Meeting Date: October 29, 2024

ADJOURNMENT

16. 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, September 24, 2024

COMMITTEE MEMBERS PRESENT: Chair Dean Dekker, Vice Chair Angela Ramey, Alderperson Zach Rust, Alderperson Daniel Peterson, and Alderperson John Belanger

STAFF/OFFICIALS PRESENT: Director of Public Works Travis Peterson, Superintendent of Parks & Forestry Joe Kerlin, Administrative Clerk Stacy Weseljak

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: September 10, 2024

MOTION TO APPROVE MINUTES FROM SEPTEMBER 10, 2024

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

Voting Yea: Chair Dekker, Vice Chair Ramey, Alderperson Rust, Alderperson Peterson, Alderperson Belanger

ITEMS FOR DISCUSSION & POSSIBLE ACTION

6. Direct Referral Res. No. 82-24-25 / A resolution authorizing the appropriate City officials to enter into contract with Bruce the Stump Guy, LLC, of Manitowoc for the removal, disposal and restoration following removal of tree stumps located throughout the City of Sheboygan.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Alderperson Belanger, Seconded by Alderperson Rust.

Voting Yea: Chair Dekker, Vice Chair Ramey, Alderperson Rust, Alderperson Peterson, Alderperson Belanger

NEXT MEETING DATE

7. Next Regular Meeting Date: October 15, 2024

ADJOURNMENT

8. Motion to adjourn

MOTION TO ADJOURN AT 5:32 PM

Motion made by Alderperson Belanger, Seconded by Alderperson Rust.

Voting Yea: Chair Dekker, Vice Chair Ramey, Alderperson Rust, Alderperson Peterson, Alderperson Belanger

**CITY OF SHEBOYGAN
RESOLUTION 95-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

OCTOBER 7, 2024.

A RESOLUTION adopting a Sheboygan Waterfront and Marina Master Plan.

WHEREAS, City staff has worked with SmithGroup, Inc. (“SmithGroup”) to prepare a master plan for the Sheboygan waterfront and marina in order to guide the City with future development of the Sheboygan waterfront and marina; and

WHEREAS, as part of the master plan development process, several meetings took place with relevant stakeholders, including interested members of the general public; and

WHEREAS, as a result of all of the feedback from relevant stakeholders, as well as the history of the Sheboygan waterfront and marina, the attached Master Plan was prepared.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council adopts the attached Sheboygan Waterfront and Marina Master Plan in order to guide the City with future development of the Sheboygan waterfront and marina.

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

SHEBOYGAN WATERFRONT + MARINA MASTER PLAN

Presentation to Council

AGENDA

1 INTRODUCTION

2 PROCESS AND FEEDBACK

3 MASTER PLAN

WHY NOW

Item 6.

Marina

- Infrastructure
- Buildings
- Budget

Park

- Use
- Opportunity
- Programming

Community

- Tourism
- Connectivity
- Safety



WATERFRONT AND MARINA MASTER PLAN

DESIGN PROCESS

UNDERSTAND

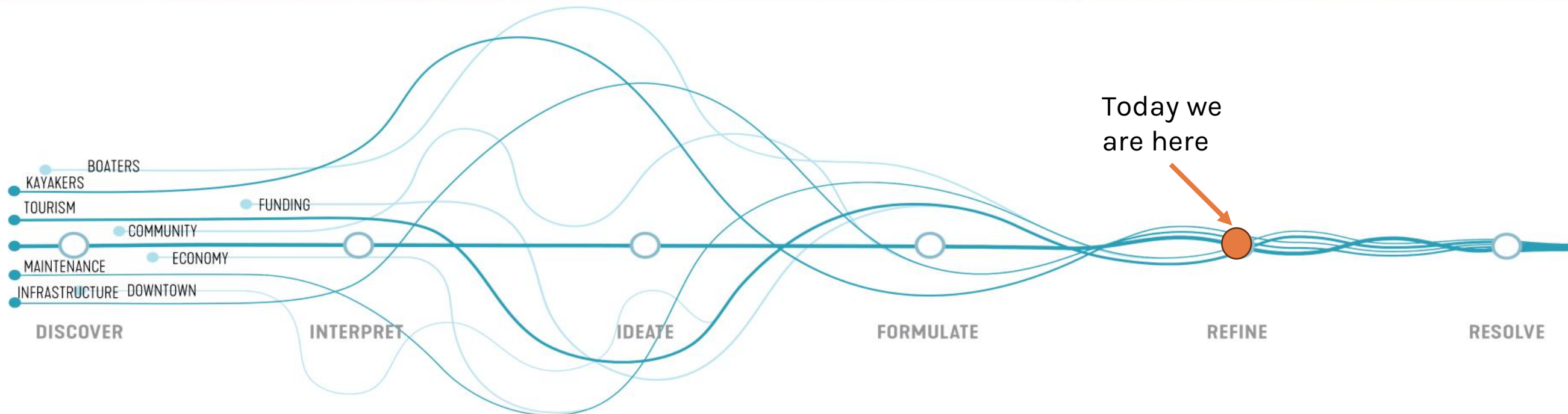
- 1.1 Kickoff and Data Collection
- 1.2 Stakeholder Interviews and Community Workshop
- 1.3 Online Survey
- 1.4 Goals and Vision Summary

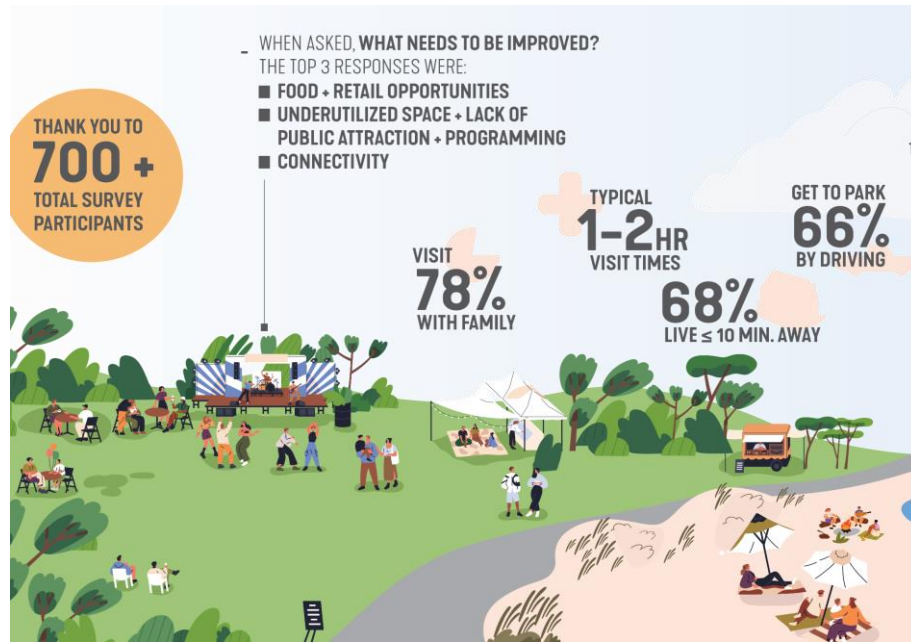
EXPLORE

- 2.1 Design Alternatives
- 2.2 Steering Committee Workshop and Public Open house
- 2.3 Summary Review

REALIZE

- 3.1 Preferred Alternative
- 3.2 Master Plan
- 3.3 Master Plan Presentation





Public Listening Session

- Stakeholder Interviews
- Online Survey

Design Charrette

- 4-day on-site workshop
- Online Survey

Council Presentation

- Online Survey

COMMUNITY FEEDBACK

700+

Online survey entries

200+

Attendees at the kickoff meeting

85+

Visits to open design studios +
Public open house



COMMUNITY FEEDBACK

THANK YOU TO
700 +
TOTAL SURVEY PARTICIPANTS

- WHEN ASKED, WHAT NEEDS TO BE IMPROVED?

THE TOP 3 RESPONSES WERE:

- FOOD + RETAIL OPPORTUNITIES
- UNDERUTILIZED SPACE + LACK OF PUBLIC ATTRACTION + PROGRAMMING
- CONNECTIVITY

HOW DO YOU USE THE AREA?

BEACH WALKING
SAILING MARINA EVENTS
TAKE KIDS TO PLAY
BOATING PARK VISITS
FAMILY RECREATION

VISIT
78%
WITH FAMILY

TYPICAL
1-2 HR
VISIT TIMES

GET TO PARK
66%
BY DRIVING

68%
LIVE ≤ 10 MIN. AWAY

+ WHEN ASKED, WHAT IS WORKING WELL?

THE TOP 3 RESPONSES WERE:

- LANDSCAPE + VIEWS
- BEACH + FIRE RINGS
- MULTIUSE PATH



THINGS TO WORK ON

BROUGHTON DRIVE

- TRAFFIC CALMING
- BUMP-OUTS
- NARROWER
- BIKE LANE
- CROSS WALKS
- BEACON / HAWK
- SHADE TREE / LANDSCAPING

PENNSYLVANIA AVE

- MORE PEDESTRIAN FRIENDLY WITH COAST GUARD ACCESS

PIER

- TO DEFLECT DEBRIS

PADDLE LAUNCH

- SAFER + EASIER ACCESS



WATERFRONT CONNECTION

- HABITAT OR
- RECREATION LAUNCH
- JETSKI/PONTOON RENTAL

BUILDING & PUBLIC FACING USE

- NEW OR OLD BLDG

ENHANCED DOCK LAYOUT

- DOCK ACCESS
- SMALL CRAFT (250 MIN)
- LARGE CRAFT
- ATTENUATOR
- LONG TRANSITORY

RAMP AREA

- REORGANIZE PEDESTRIAN + MARINA ACCESS/CONFLICTS
- MOVE BUILDING
- POTENTIAL EDUCATION FACILITY
- ENHANCE FISH CLEANING

KEY GOALS & DESIGN PRIORITIES

1 COMMUNITY GATHERING & RECREATION

Expand the park offerings to create a year-round destination that serves daily use, flexes for large events and creates opportunities for residents and visitors to use the park.

2 ECONOMY AND EDUCATION

Create tourism opportunities that leverage the waterfront that could include education, art, concessioned space for a restaurant or bar, flexible, rentable space for vendors, opportunities to connect with the water through rentals or tours

3 LAKEFRONT AMENITIES

Protect, repair and enhance the Marina, provide essential services and management with and flexibility for vendor spaces. Provide amenities to support local slip holders and attract boaters from other communities. Provide opportunities to support charter fishing, boat and paddlecraft rentals. Seek boat storage alternatives offsite.

4 ECOLOGICAL FUNCTIONS

Provide enhancements to support habitat and water quality, embrace the natural character for the beach and shoreline, provide clean marina facility, consider WEDG certification

5 CONNECTIVITY

Improve trails and wayfinding for an intuitive multimodal experience, right size parking and introduce traffic calming measures and complete streets enhancements to connect the park with the downtown and local businesses and enhance pedestrian safety

MASTER PLAN

PROGRAM LEGEND

PARK & UPLAND

- 1 RELOCATED LOTTIE COOPER
- 2 UPDATED PLAYScape
- 3 DUNE RESTORATION
- 4 GATEWAY BUILDING
- 5 ICE RIBBON
- 6 HMONG MEMORIAL
- 7 PICKLE BALL COURTS
- 8 SHADE STRUCTURE

PROMENADE & POINT

- 9 CONCESSIONAIRE KIOSKS
- 10 WATER EDUCATION BLDG
- 11 RESTAURANT + EVENT BLDG

MARINA

- 12 MARINA + PARK ADMIN BLDG
- 13 MARINA FACILITIES
- 14 FUEL STATION + MAINTENANCE

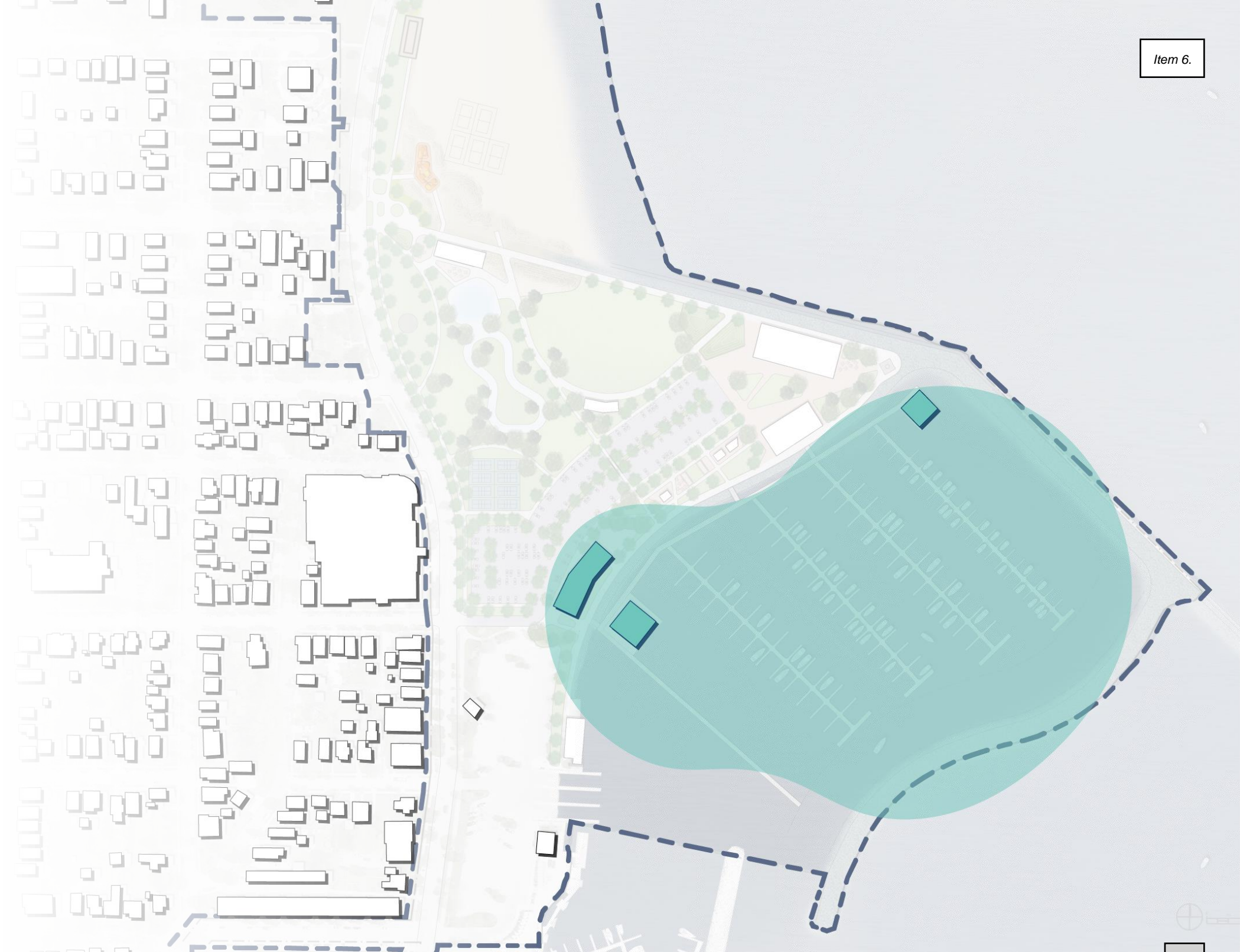


Item 6.

MASTER PLAN

ORGANIZATION

1 MARINA & WATER BASED IMPROVEMENTS

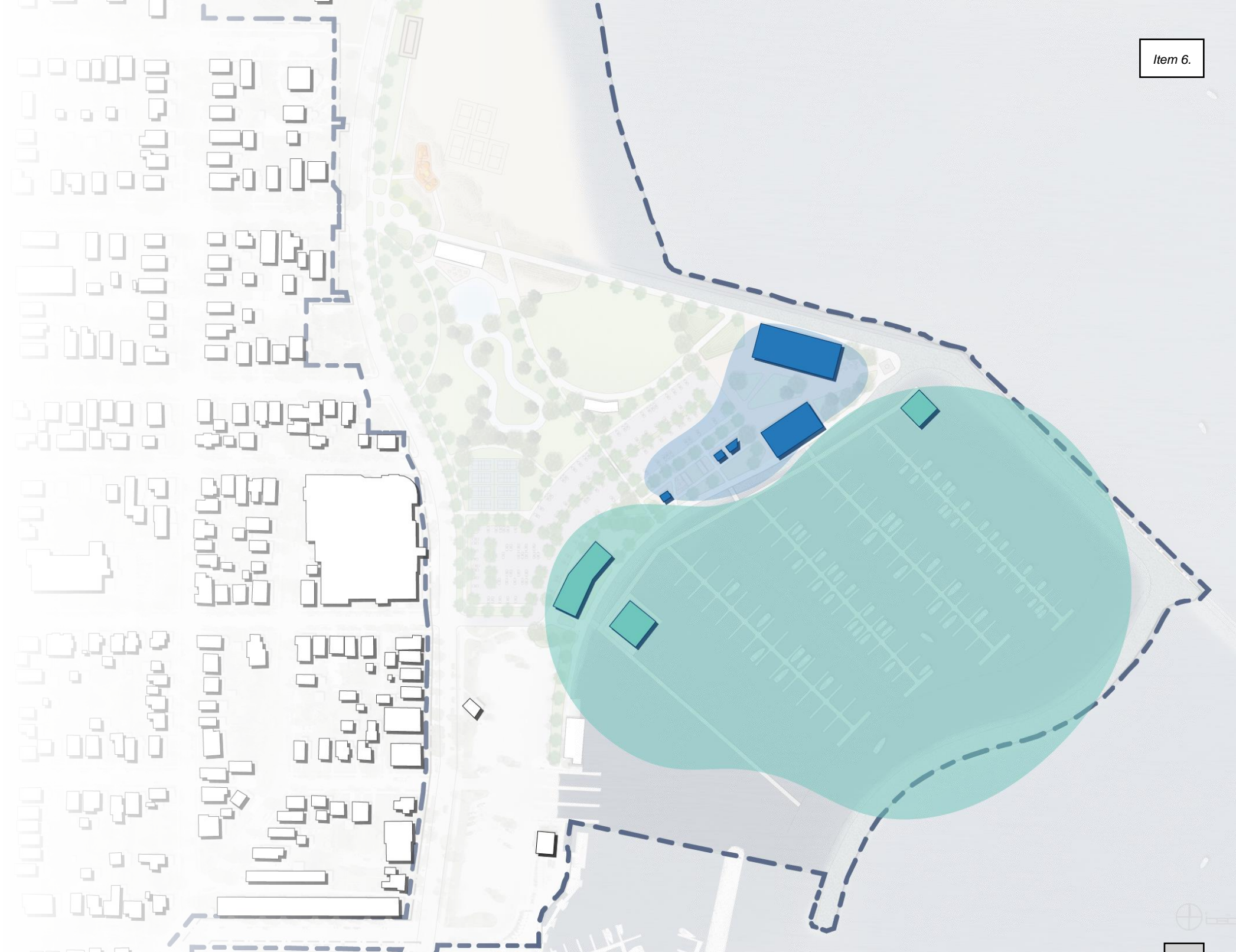


MASTER PLAN

ORGANIZATION

1 MARINA & WATER BASED IMPROVEMENTS

2 DESTINATION PROMENADE



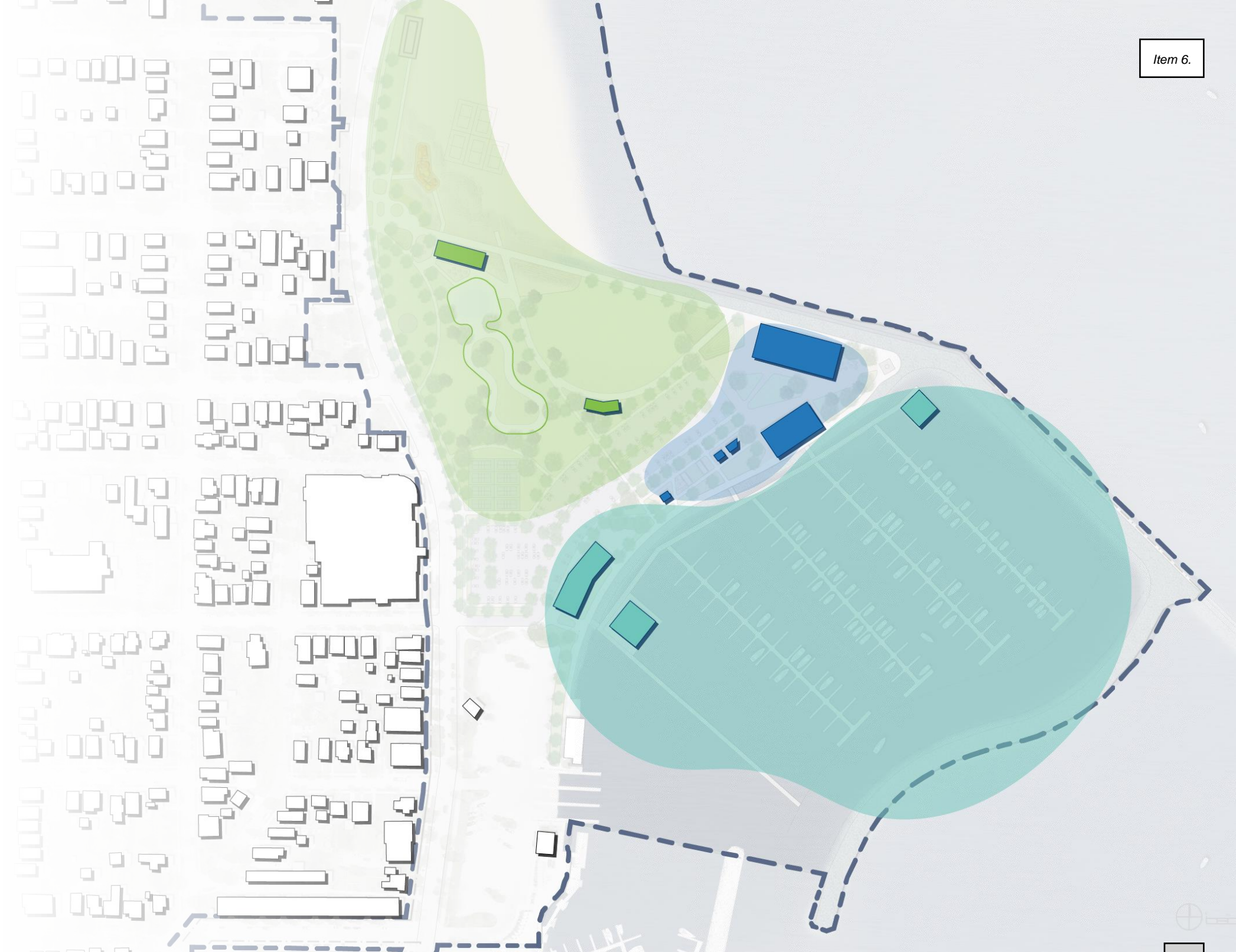
MASTER PLAN

ORGANIZATION

1 MARINA & WATER BASED IMPROVEMENTS

2 DESTINATION PROMENADE

3 PARK AMENITIES



Item 6.

MASTER PLAN

ORGANIZATION

- 1** MARINA & WATER BASED IMPROVEMENTS
- 2** DESTINATION PROMENADE
- 3** PARK AMENITIES
- 4** ENHANCE CIRCULATION AND SAFETY



MASTER PLAN

ORGANIZATION

- 1** MARINA & WATER BASED IMPROVEMENTS
- 2** DESTINATION PROMENADE
- 3** PARK AMENITIES
- 4** ENHANCE CIRCULATION AND SAFETY
- 5** INTEGRATE LANDSCAPE



MASTER PLAN

DESIGN DRIVERS

- 1** MARINA & WATER BASED IMPROVEMENTS
- 2** DESTINATION PROMENADE
- 3** PARK AMENITIES
- 4** ENHANCE CIRCULATION AND SAFETY
- 5** INTEGRATE LANDSCAPE



Item 6.

MASTER PLAN

Item 6.



MASTER PLAN

MARINA

1) NEW DOCKS

Wave Attenuator
Slip Mix
Dock Construction

2) MARINA FLOATING BUILDINGS

3,000 SF Building (Restrooms, Clubhouse, Storage)
1,600 SF Building (Restrooms, Kitchenette, Storage)

3) MARINA + PARK ADMIN

Restrooms, marine education, office, laundry, event space, outdoor boater gathering space
8,000 sf

4) FUEL SERVICE + PARK MAINT.

Pumpout equipment, workroom, storage, offices
2,900 sf

5) PADDLE CRAFT ACCESS (offsite)

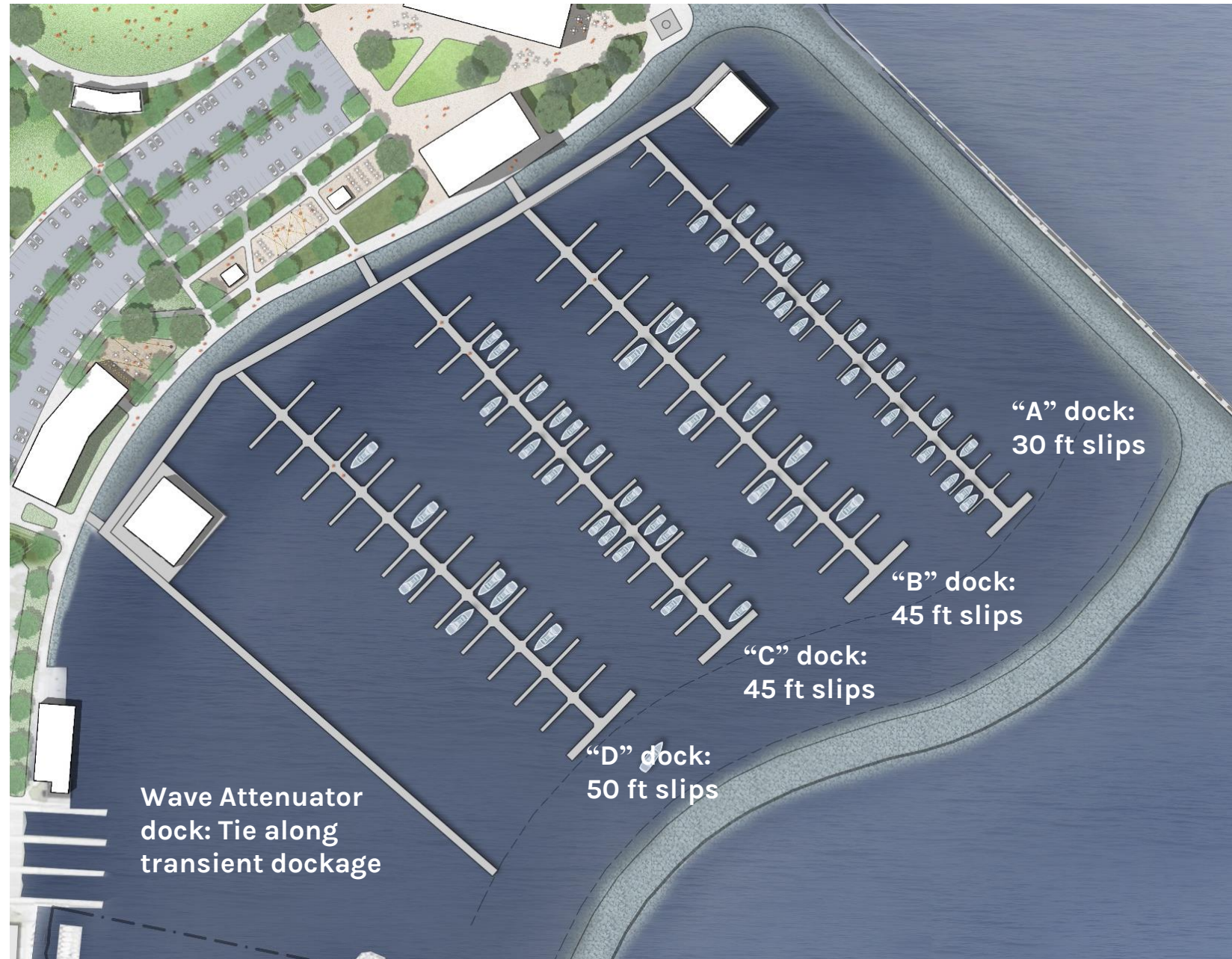
Rotary Park



Item 6.

MASTER PLAN

MARINA DOCKS



MASTER PLAN

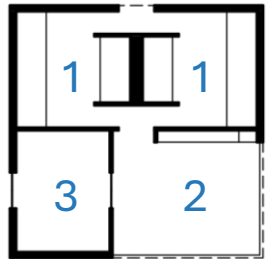
MARINA – FLOATING BUILDINGS

1 | Primary Building | 3000 SF

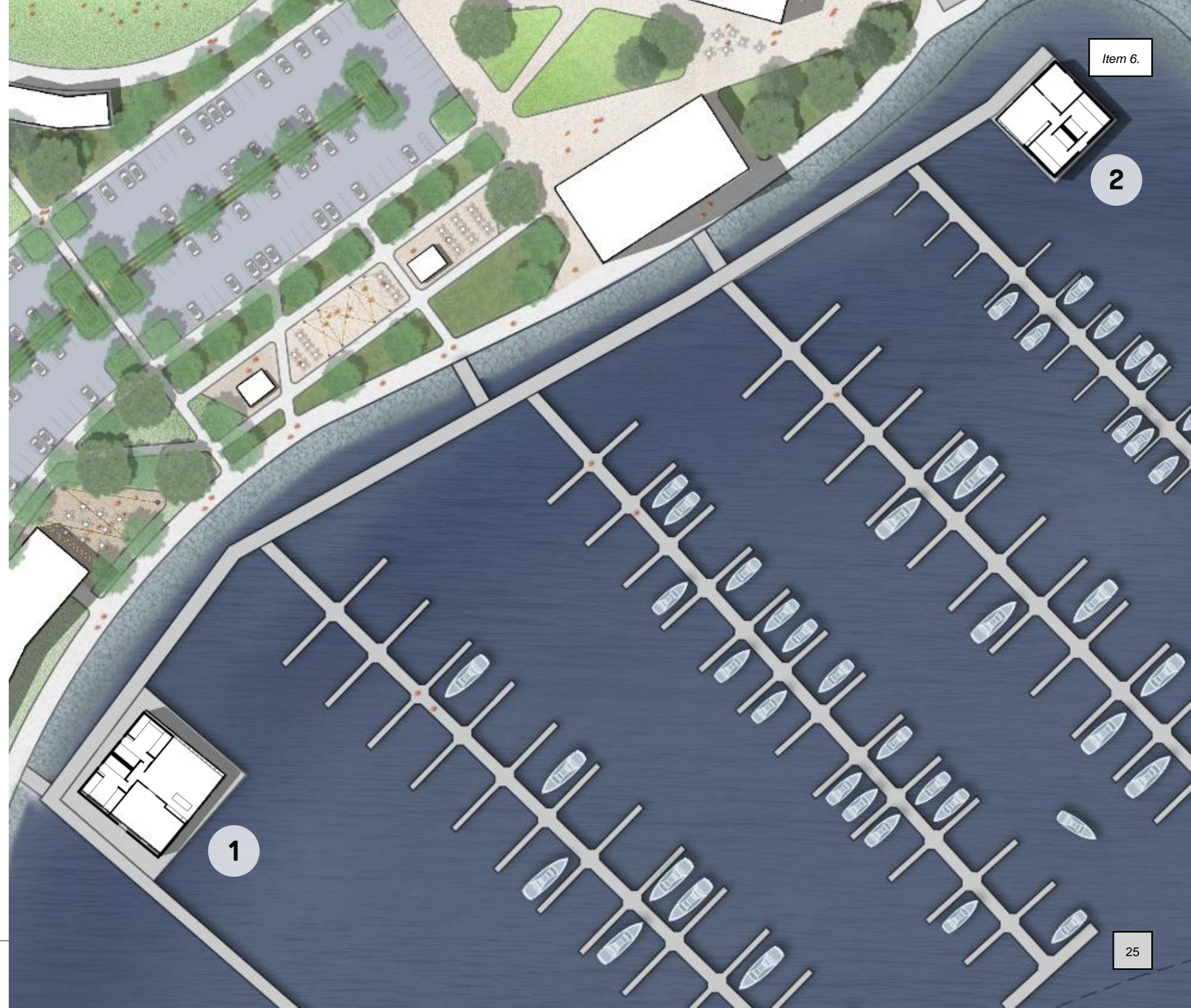


- 1: 1100 SF restrooms + shower facilities
- 2: 1000 SF clubhouse + kitchenette
- 3: 900 SF storage + mechanical

2 | Secondary Building | 1600 SF

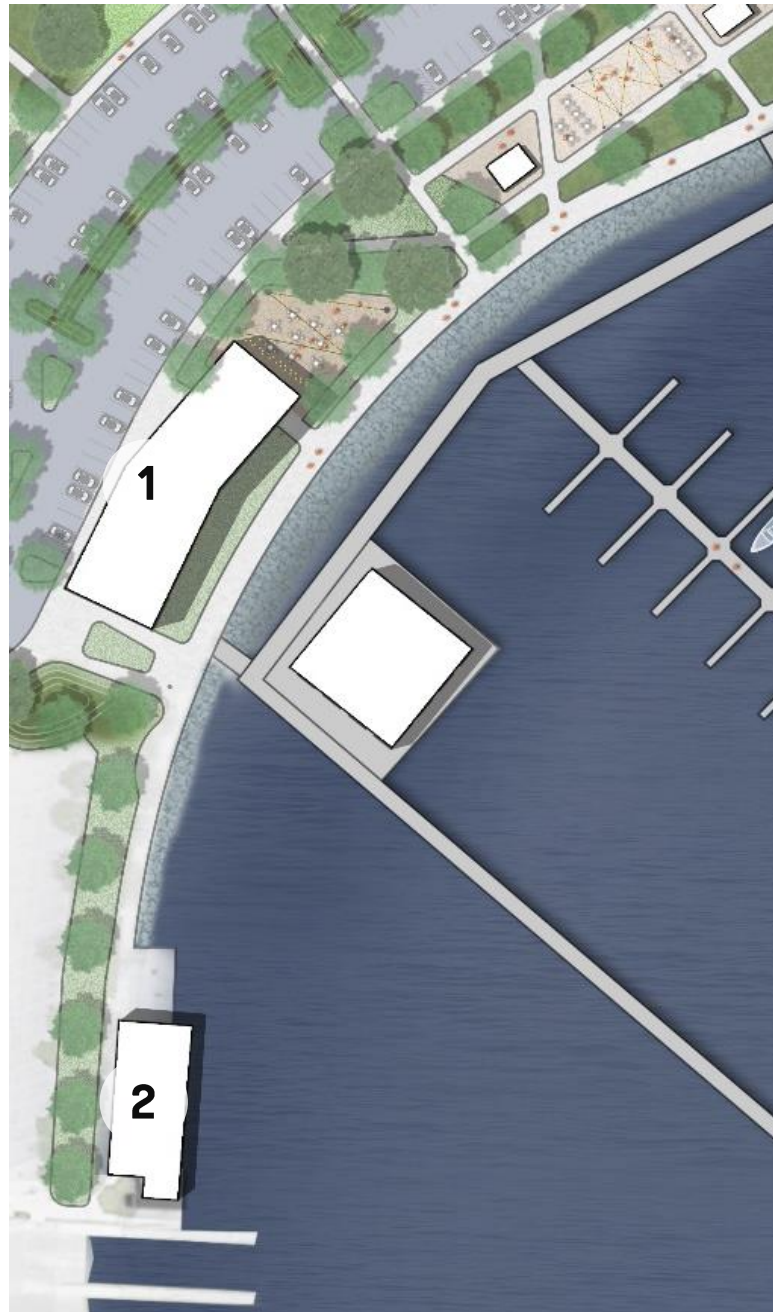


- 1: 790 SF restrooms + shower facilities
- 2: 315 SF storage + mechanical space
- 3: 500 SF lounge + vending



MASTER PLAN

MARINA ADMINISTRATION AND PARK BUILDING



1: MARINA ADMINISTRATION AND PARKS BUILDING

8000 SF Total

- 550 SF Restrooms (accessible from exterior)
- 2500 SF Marine Education
- 800 SF Admin Offices
- 500 SF Laundry (accessible from outdoor boater's patio)
- 430 SF Storage (250 SF accessible from exterior only)
- 1100 SF Outdoor Covered Boater's patio
- 1300 SF Upper-Level Event Space (interior)
- 550 SF Upper-Level outdoor terrace

2: FUEL DOCK BUILDING

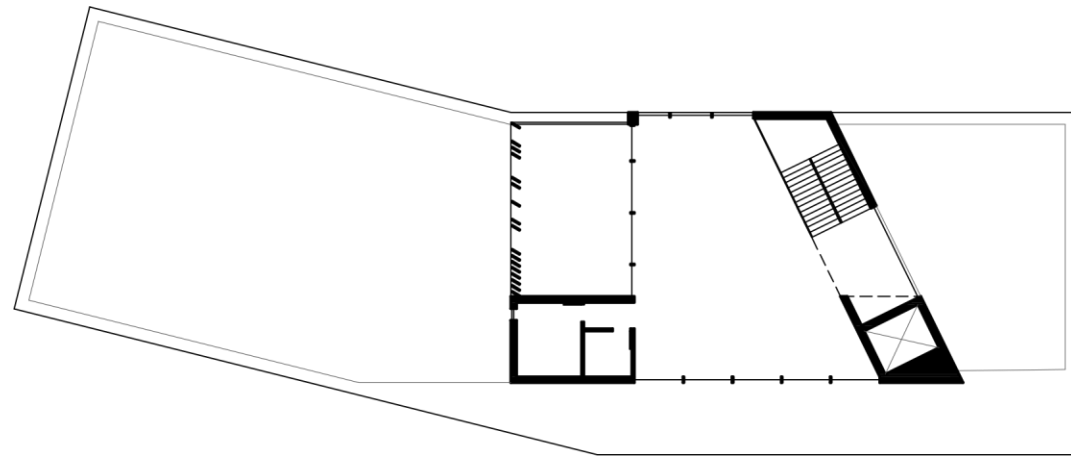
2900 SF Total

- 500 SF Workroom
- 1800 SF Park Storage
- 200 SF Office
- Fuel Dock and Pump Out

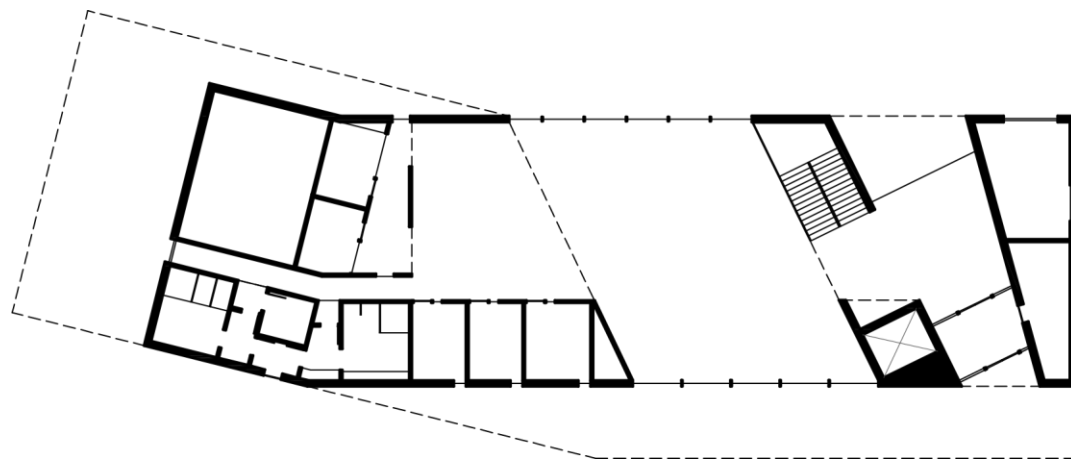


MARINA

MARINA PARK + ADMIN BUILDING



UPPER LEVEL



MAIN LEVEL



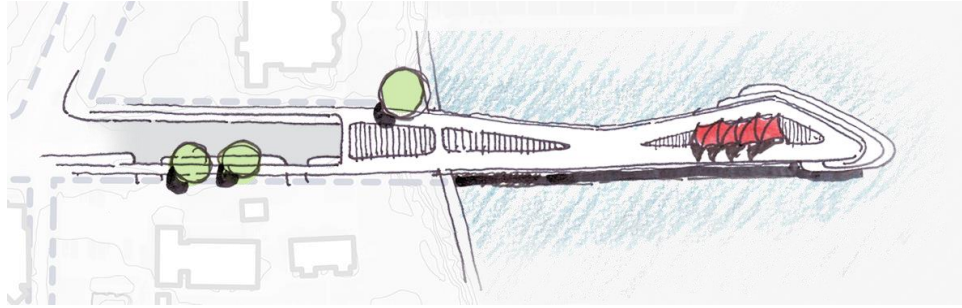
1: MARINA PARK + ADMIN BUILDING

8,000 SF

- 2500 SF Marine Education
- 800 SF Admin/offices
- 550 SF Restrooms
- 500 SF laundry (accessible from boater's patio)
- 430 SF storage (250 SF accessible from exterior)
- 1300 SF Upper level event + 550 SF outdoor roof terrace
- 1100 sf private outdoor boater's patio

PENNSYLVANIA PIER

- Pedestrian pier as a unique destination and photo moment
- Solid construction to improve debris and sedimentation protection
- Explore agreement between Yacht Club and USCG for potential joint project



ROTARY PARK

SHADE PAVILION + KAYAK RENTAL

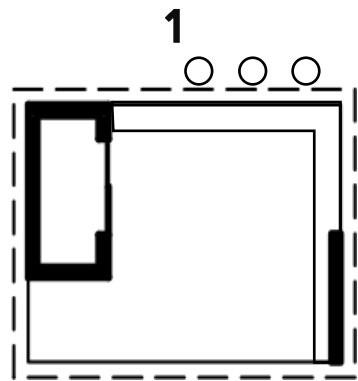
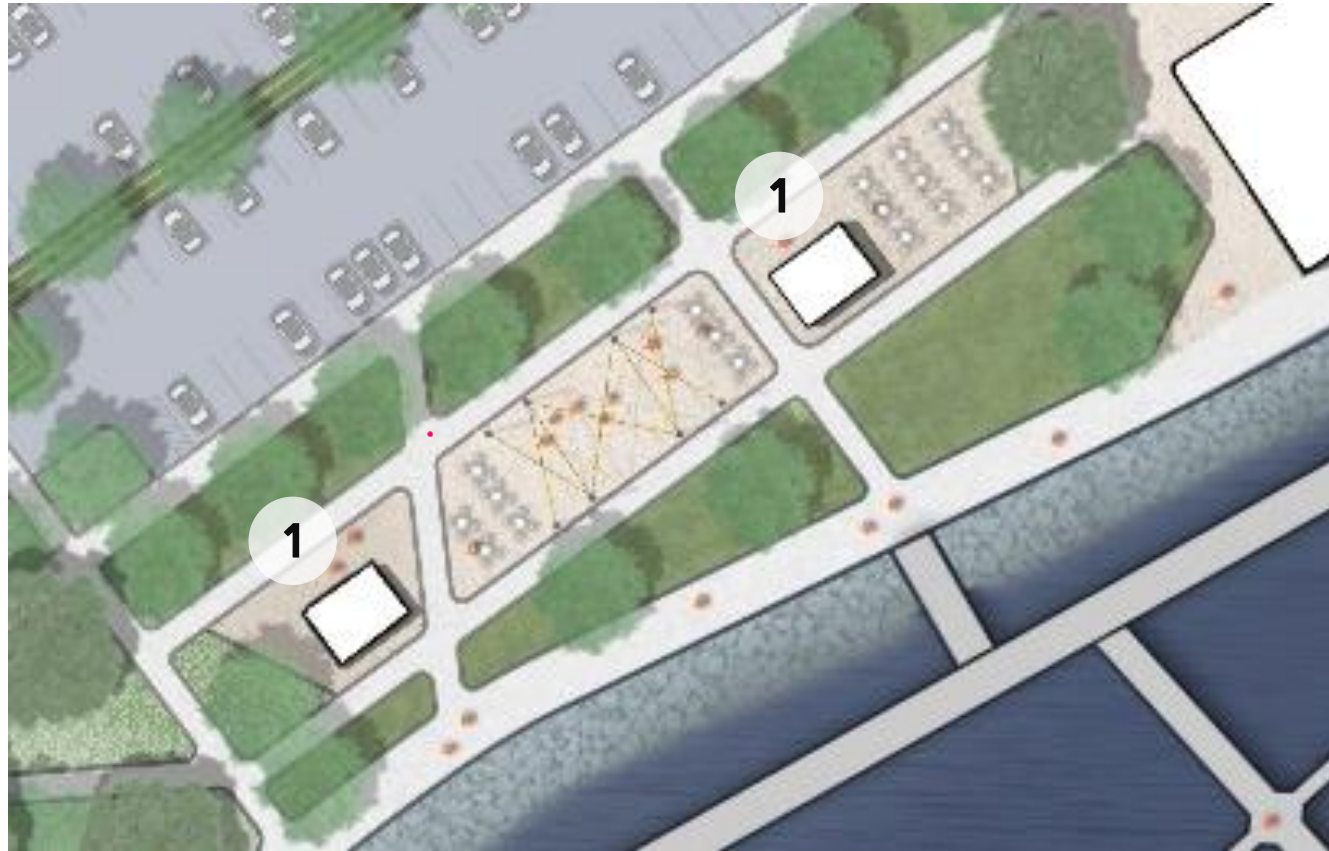
Item 6.



PROMENADE AND POINT

Item 6.

PROMENADE + KIOSKS



PROMENADE AND POINT

PROMENADE + KIOSKS

Item 6.



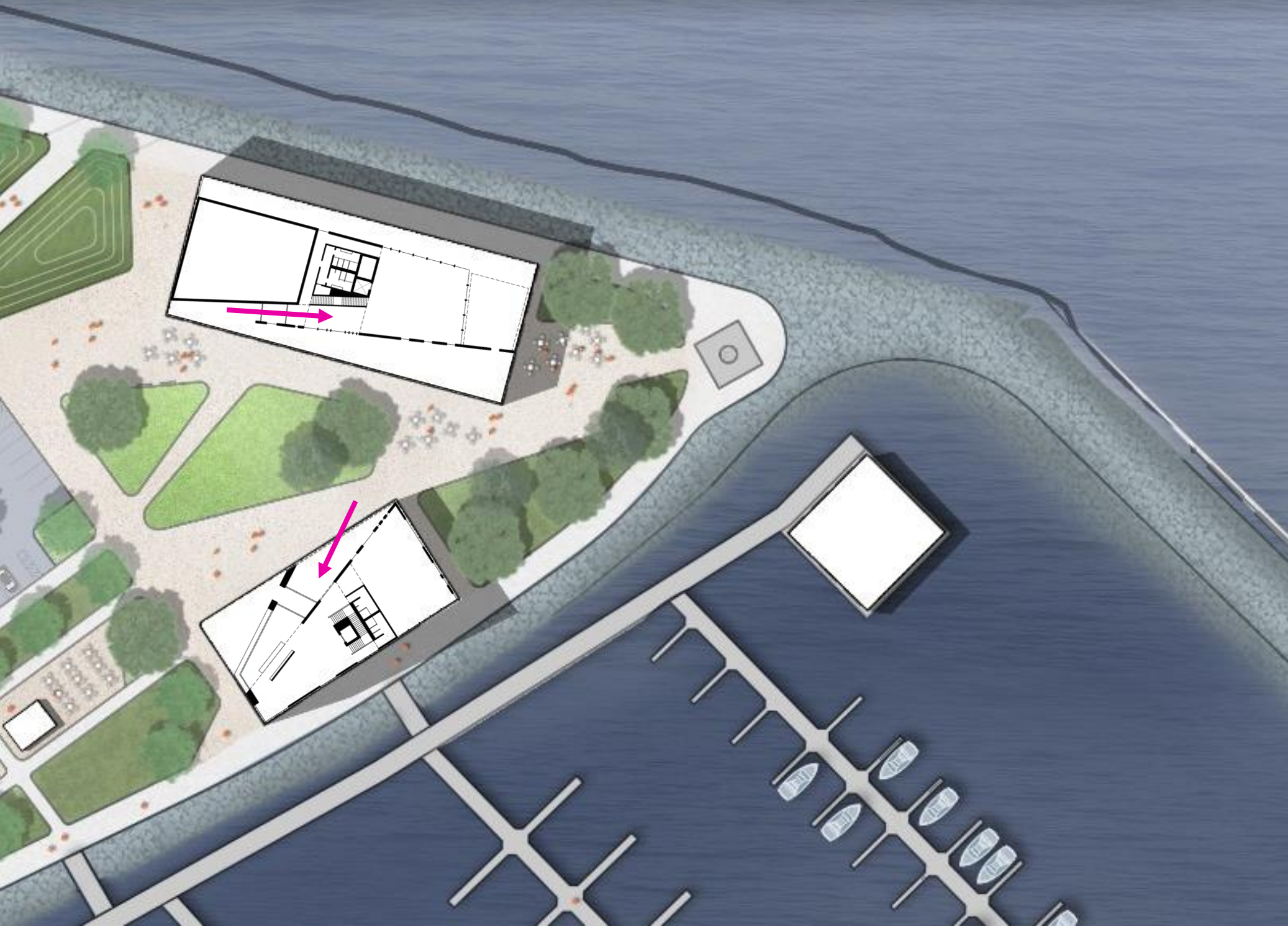
PROMENADE AND POINT

- 1) **RESTAURANT / EVENT**
8,500 SF INDOOR/OUTDOOR RESTAURANT
2,500 SF EVENT SPACE
- 2) **WATER EDUCATION BLDG**
VISITOR EDUCATION CENTER, RETAIL,
STORAGE
9,900 SF
- 3) **KIOSKS + FLEX GATHERING**
300-500 SF KIOSK PARK



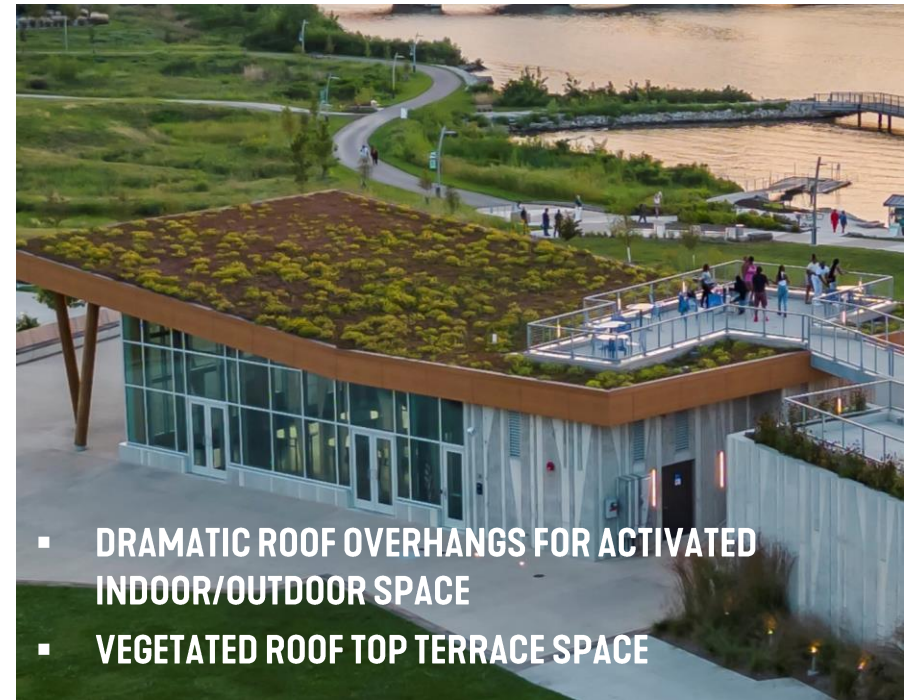
PROMENADE AND POINT

POINT PLAZA



Item 6.

PRECEDENT: GLASS CITY METROPARK

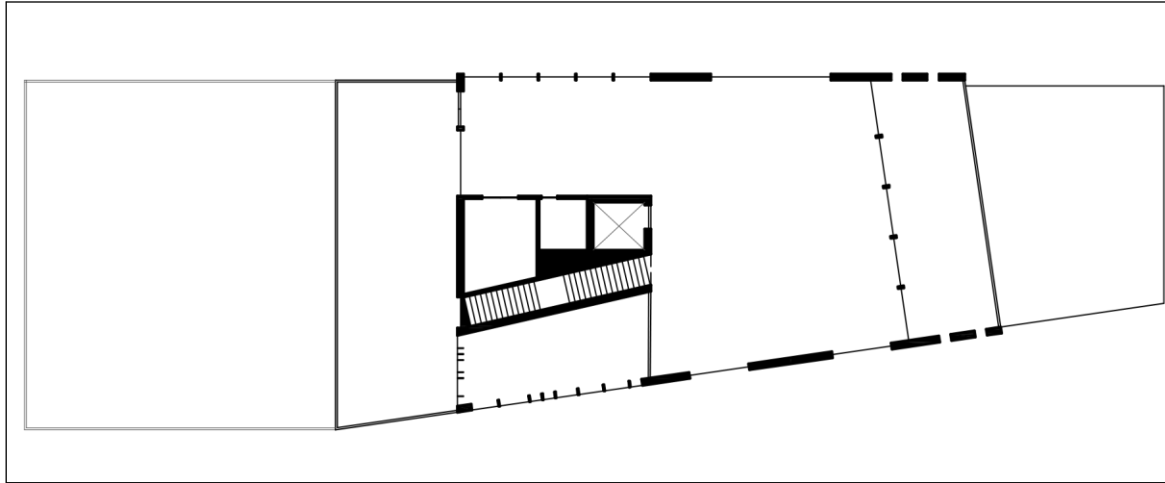


- DRAMATIC ROOF OVERHANGS FOR ACTIVATED INDOOR/OUTDOOR SPACE
- VEGETATED ROOF TOP TERRACE SPACE

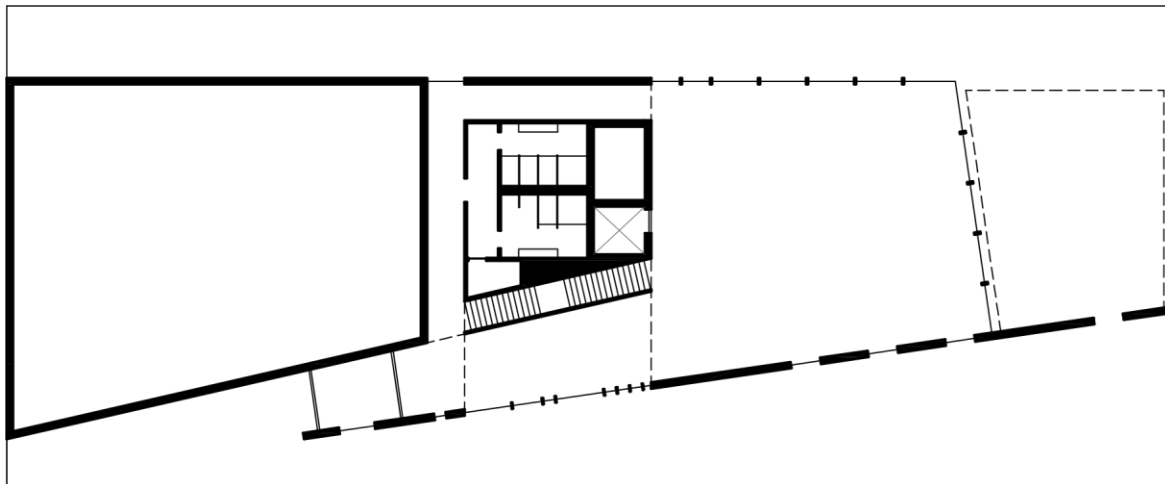
PROMENADE AND POINT

RESTAURANT + EVENT SPACE

Item 6.



UPPER LEVEL



MAIN LEVEL

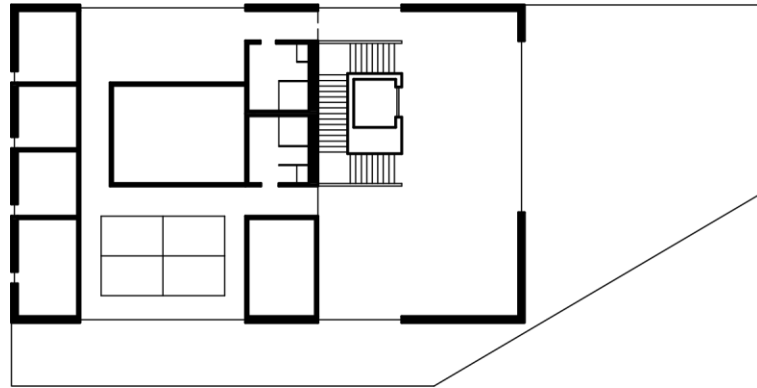
1. RESTAURANT + EVENT BUILDING

11,000 SF

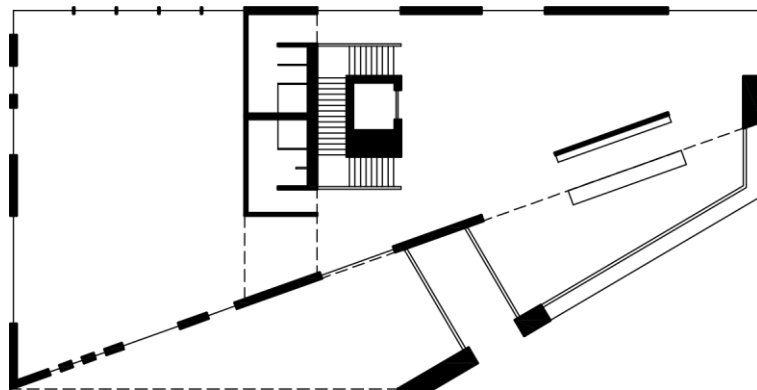
- 3400 SF Kitchen + Back of House
- 3000 SF Dining/Bar Lounge
- 680 SF Restrooms
- 2500 SF Upper-Level Event Space
- 1500 SF Outdoor Roof Terrace
- 2400 SF Main-Level Covered Outdoor Dining + Terrace

PROMENADE AND POINT

WATER EDUCATION BUILDING



UPPER LEVEL



MAIN LEVEL



WATER EDUCATION BUILDING

10,000 SF

- 4000 SF Visitor Education Center
- 1600 SF Administration Offices
- 1000 SF Restrooms + Storage
- 2000 SF Retail Space

PROMENADE AND POINT

POINT PLAZA

Item 6.



PARK & UPLAND

- 1) ICE RIBBON
- 2) SHADE PAVILION
- 3) SPLASH
- 4) GATEWAY PAVILION
- 5) PLAY
- 6) LOTTIE COOPER
- 7) PICKLEBALL COURTS



Item 6.

6

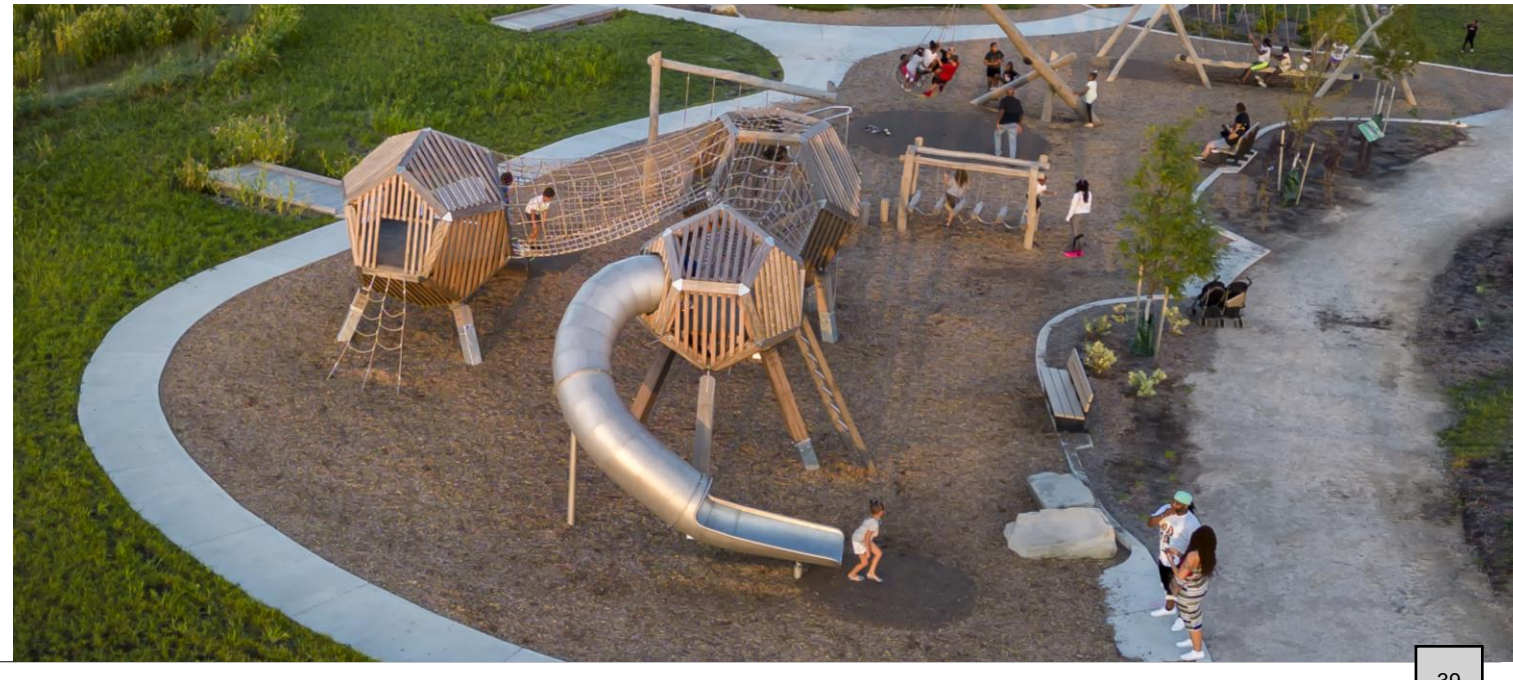
ICE RIBBON

Item 6.



PLAY

Item 6.



GATEWAY PLAZA

Item 6.



BROUGHTON DRIVE

INTEGRATE COMPLETE STREETS

Item 6.



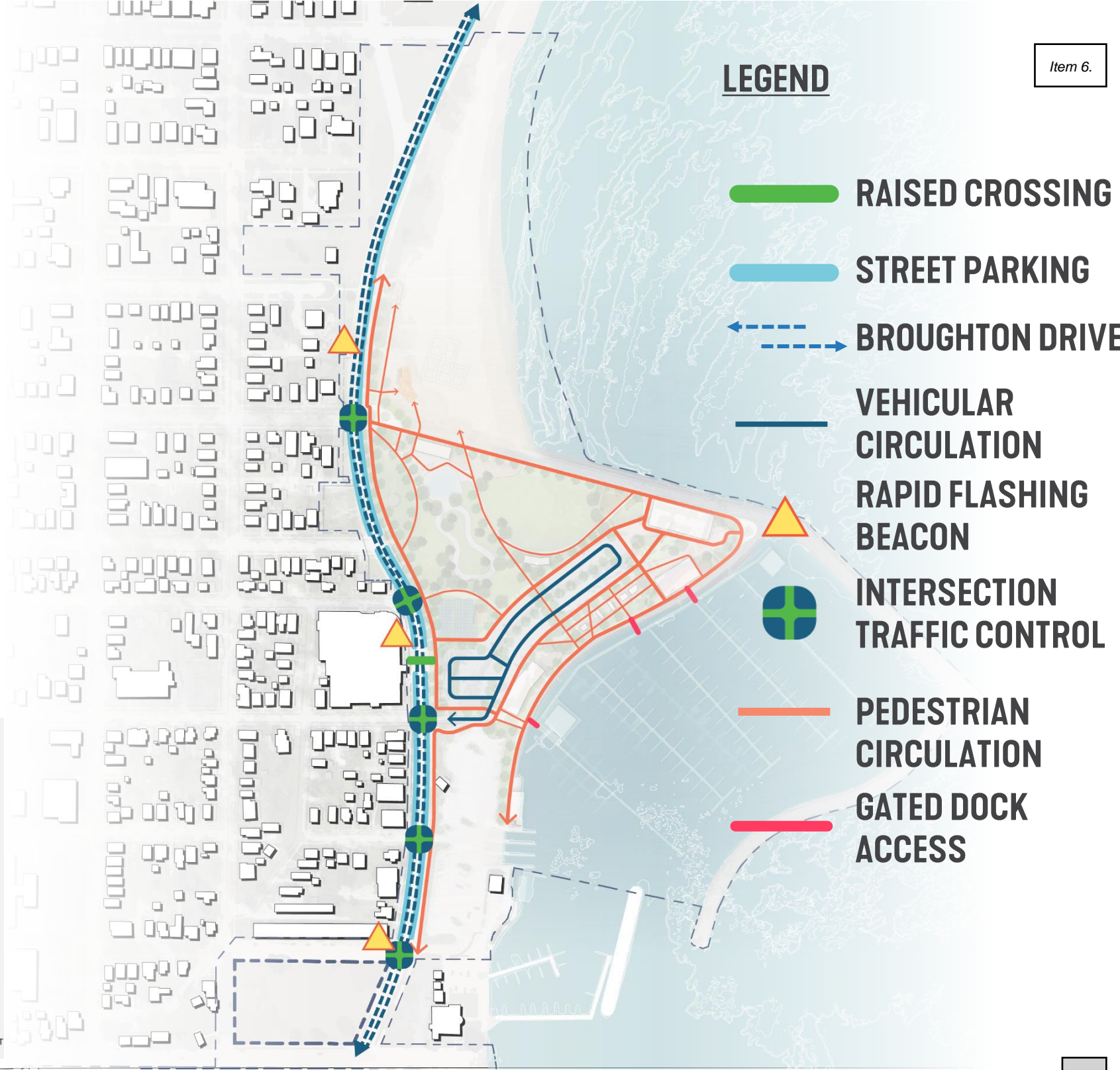
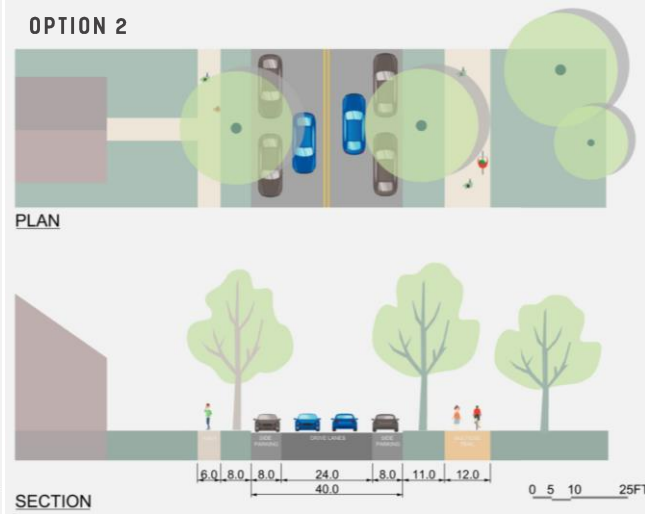
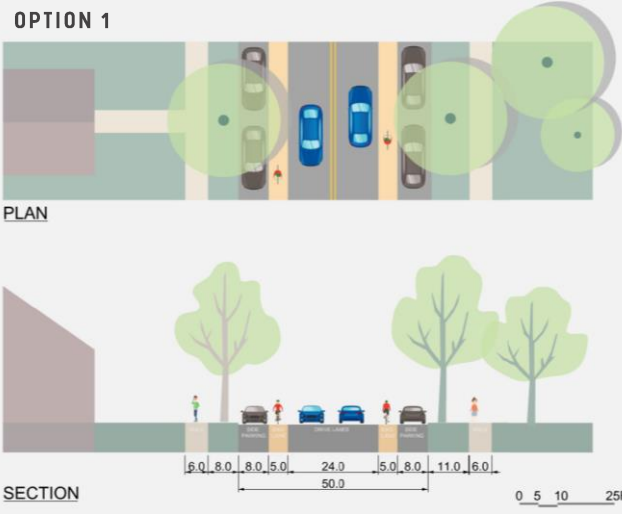
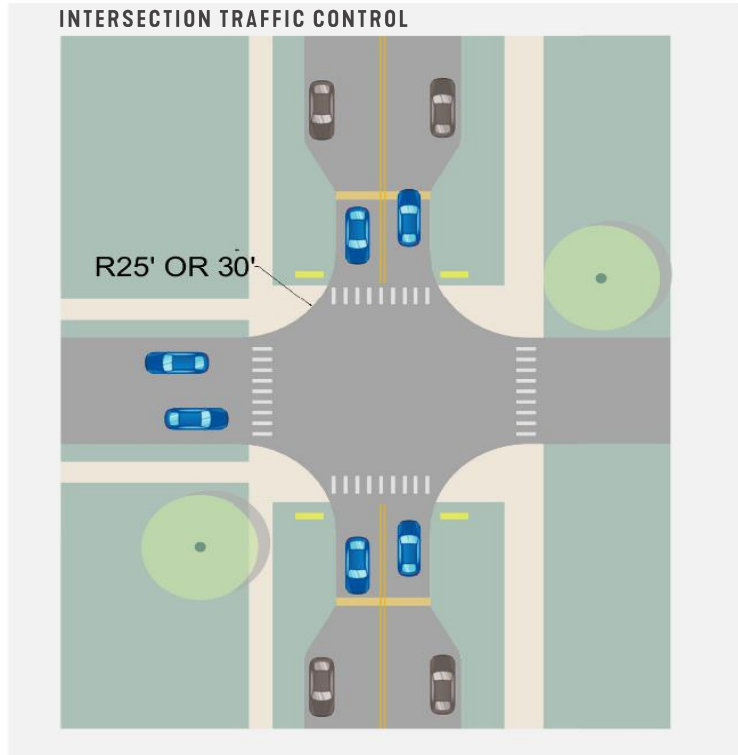
Traffic Bump



Raised Crossing



Rectangular Rapid Flashing Beacons (RRFB)



MASTER PLAN

BUDGET CONSIDERATIONS

MARINA & WATER BASED IMPROVEMENTS

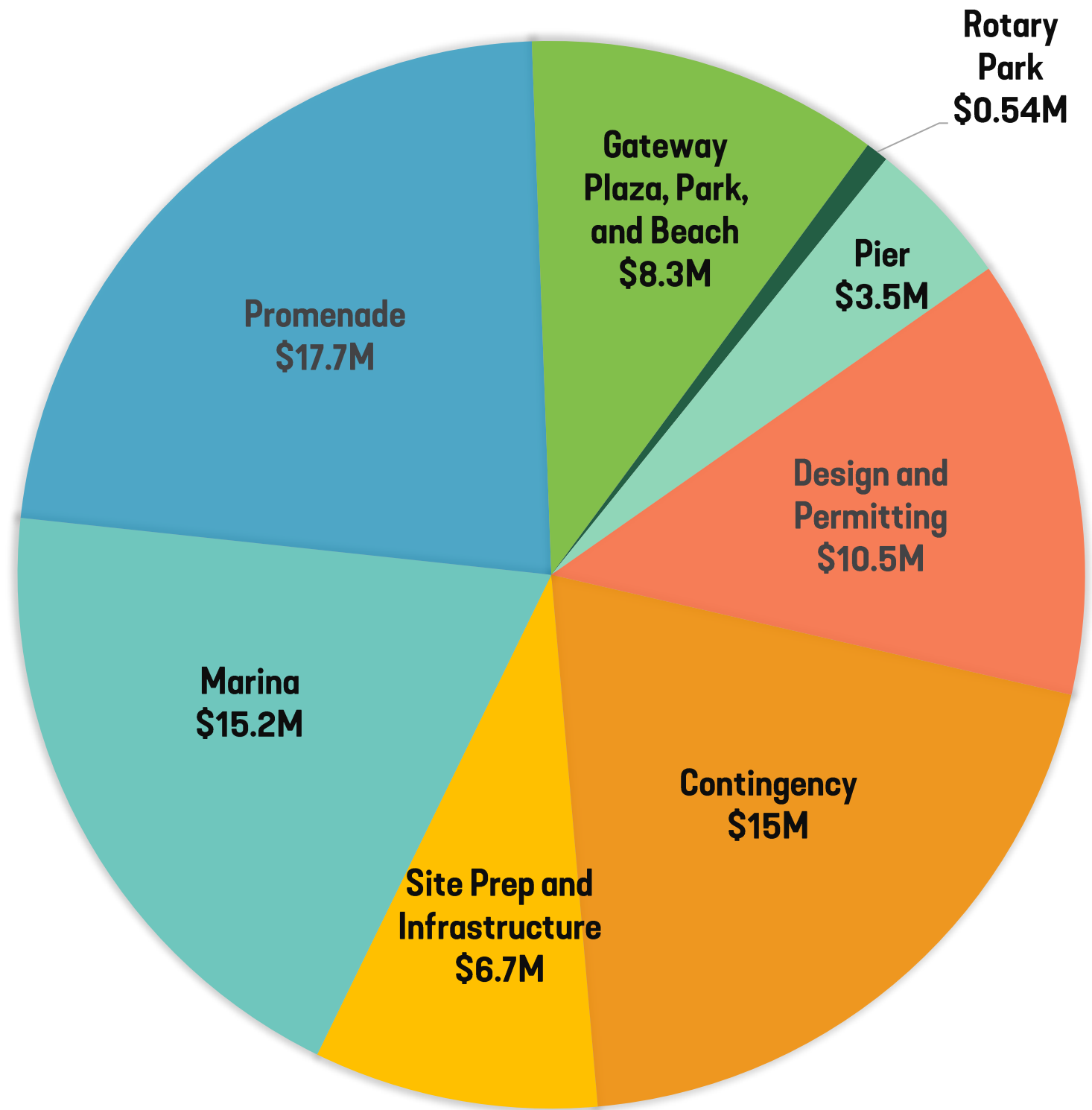
- Docks (including wave attenuator) ~\$3.7M
- Floating Marina Buildings \$3.4M
- New Administration Building \$4.8M

BUILDING IMPROVEMENTS

- Restaurant \$8.4 M
- Water Education ~\$7M
- Gateway Plaza \$2.25M
- New North Beach Restroom ~\$500k

PARK AMENITIES

- Splashpad \$650k
- Ice Ribbon \$1.5M
- Pickleball Courts \$240k
- New Playground \$1.25M



Item 6.

PHASING

PRIORITIES

- **Phase 1:** Marina & Fuel Dock/Administration Building
- **Phase 2:** Promenade Point
- **Phase 3:** Park & Upland
- **Phase 4:** Broughton Drive
- **Phase 5:** Pennsylvania Pier
- **Phase 6:** Rotary Park



FUNDING OPPORTUNITIES

- **Trails**
 - CMAQ
 - Knowles-Nelson
- **Marina/Boat Launch**
 - BIG
 - RBF
 - Clean Vessel Act
 - Sportfish Restoration
 - Harbor Assistance Program
- **Green Infrastructure, Resilience, Eco and Habitat**
 - NFWF SOGL
 - NCRF
 - FFLM
 - WDOA CMP
 - USFWS Coastal Management Program
- **Community and Economic Development**
 - CDBG
 - TIF
 - Private/Corporate Donations and Sponsorships



MASTER PLAN

PROGRAM LEGEND

PARK & UPLAND

- 1 RELOCATED LOTTIE COOPER
- 2 UPDATED PLAYScape
- 3 DUNE RESTORATION
- 4 GATEWAY BUILDING
- 5 ICE RIBBON
- 6 HMONG MEMORIAL
- 7 PICKLE BALL COURTS
- 8 SHADE STRUCTURE

PROMENADE & POINT

- 9 CONCESSIONAIRE KIOSKS
- 10 WATER EDUCATION BLDG
- 11 RESTAURANT + EVENT BLDG

MARINA

- 12 MARINA + PARK ADMIN BLDG
- 13 MARINA FACILITIES
- 14 FUEL STATION + MAINTENANCE



Item 6.

QUESTIONS

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution adopting a Special Event Fee Schedule and an amended Equipment Fee Schedule.

REPORT PREPARED BY: Joe Kerlin Superintendent of Parks and Forestry

REPORT DATE: October 8, 2024

MEETING DATE: October 15, 2024

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: N/A
Budget Summary: N/A
Budget Expenditure: N/A
Budgeted Revenue: N/A

Wisconsin Statutes: N/A
Municipal Code: 48-VIII

BACKGROUND / ANALYSIS: The Department of Public Works receives all applications for special event permits, park facility reservations, and related requests for equipment, materials, and support. The Special Event Application fees and Equipment fees are intended to offset the City’s costs in facilitating an event or activity in order to minimize taxpayer expenses.

The Department of Public Works was responsible for the approval of a total of 99 special events in 2023 and 81 thus far for 2024, which does not include declined or incomplete application submissions. The ability to require a fee for Special Event applications exists, per Municipal Code 48-VII, however, there is not currently an active Special Event Fee Schedule.

The City utilizes its inventory of equipment, such as tables, chairs, stages, barricades, and no parking signs, for many activities. Each item of equipment is delivered to the requested site and picked up after the event, by DPW staff. The existing Equipment Fee Schedule fees have not been updated in at least 12 years.

The following are changes and additions to the Equipment Fee Schedule:

- Changes
 - Chicken Grill (Available in 2’x4’ sections) is removed. The Chicken Grills were removed from the City’s equipment inventory and replaced with the Extra Large Grill (Available in 3’x5’ sections). The Equipment Fee Schedule was not previously updated to reflect this change. Each Extra Large Grill section requires two park staff employees to move.
 - Large Grill (18”x40” sections) is increased from \$20.00 to \$30.00 per section. One Large Grill requires a minimum of two park staff employees to move.

- 6' Picnic Table with Attached Bench is increased from \$18.00 to \$25.00 per unit. One 6' Picnic Table requires two park staff employees to move.
- 10' Straight Table is increased from \$13.00 to \$20.00 per unit. One 10' Straight Table requires two park staff employees to move.
- 10' Straight Bench is increased from \$8.00 to \$15.00 per unit. One 10' Straight Bench requires two park staff employees to move.
- 4' Park Bench with Backrest is increased from \$8.00 to \$15.00 per unit.
- Mobile Stage (24'x32'x40" tall) is increased from \$400.00 to \$500.00. The Mobile Stage requires a minimum of two park staff employees to move. Additionally, the Mobile Stage requires a minimum of two park staff employees for set-up and take-down. Set-up of the Mobile Stage may take up to two hours.
- Drum Stage is increased from \$60.00 to \$120.00. The Drum Stage requires a minimum of two park staff employees to move, set-up, and take-down.
- Wood Stage (28'x12'x36" tall) is removed. The wood stage is not a piece of equipment utilized often, but when it is, it takes two park staff employees over an hour to move and set-up.
- Small Dance Floor (17.5'x36') and Large Dance Floor (35'x36') are removed and replaced with Dance Floor (17.5'x36'). The small dance floor is available in two sections and can be rented individually, or together to make one large dance floor. Dance Floor is also increased from \$50.00 to \$75.00 per unit.
- Snow Fence with Stakes (50' roll with 5 stakes) is increased from \$10.00 to \$15.00 per unit. Snow Fence is a frequently damaged item, requiring more frequent repair and replacement.
- Garbage Can increased from \$0.00 to \$2.00 per unit.
- Recycling Can increased from \$0.00 to \$2.00 per unit.
- A-Frame/Buck & Wing is increased from \$6.00 to \$8.00 per unit.
- Traffic Cones added. Traffic Cones are frequently utilized and requested equipment.
- Minimum Delivery and Pick-Up Fee of \$25.00 was added. There is no delivery fee as part of the current Equipment Fee Schedule. If the total amount for the equipment being rented does not equal or exceed \$25.00, the minimum \$25.00 delivery and pick-up fee would apply.
- Additions
 - Extra Large Grill (3'x5' sections) \$40.00
 - Traffic Cones \$3.00
 - Minimum Delivery and Pick-Up Fee \$25.00

The following are additions, as part of adopting a Special Event Fee Schedule:

- Additions
 - Application Submission – At Least 60 Days Prior to Event \$50.00
 - Application Submission – Less Than 60 Days Prior to Event \$100.00

STAFF COMMENTS: These requests are being made to help offset staffing time and equipment repair or replacement.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 86-24-25 adopting a Special Event Fee Schedule and an amended Equipment Fee Schedule.

ATTACHMENTS:

- I. Res. No. 86-24-25
- II. Equipment Fee Schedule
- III. Special Event Fee Schedule

**CITY OF SHEBOYGAN
RESOLUTION 86-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

OCTOBER 7, 2024.

A RESOLUTION adopting a Special Event Fee Schedule and an amended Equipment Fee Schedule.

RESOLVED: That the City of Sheboygan Common Council adopts the attached Special Event Fee Schedule and Equipment Fee Schedule.

BE IT FURTHER RESOLVED: That the fees addressed in the herein-adopted schedules shall supersede fees previously adopted.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan



City of Sheboygan Equipment Fee Schedule

Equipment	Inventory	Price Per Unit
Extra Large Grill (3' x 5' sections)	2 sections	\$40.00
Large Grill (18" x 40" sections)	11 sections	\$30.00
6' Picnic Table with Attached Bench	219	\$25.00
10' Straight Table	122	\$20.00
10' Straight Bench	124	\$15.00
4' Park Bench with Backrest	87	\$15.00
Chair Trailer (320 chairs)	1	\$200.00
Mobile Stage (24' x 32' x 40" tall)	1	\$500.00
Drum Stage (16' x 8' x 12" or 18" tall)	1	\$120.00
Dance Floor (17.5' x 36')	2	\$150.00
Snow Fence with Stakes (50' roll with 5 stakes)	53	\$15.00
Garbage Can	147	\$2.00
Recycling Can	58	\$2.00
Type II Barricade *	275	\$5.00
Type II Barricade with Flasher *	275	\$7.00
Type III Barricade (72") *	37	\$15.00
Type III Barricade (72") with Flasher *	37	\$17.00
Flasher (LED) *		\$2.00
A-Frame/Buck & Wing *	90	\$8.00
No Parking Sign (by City blocks needed) *		\$20.00
Traffic Cones *		\$3.00
Minimum Delivery and Pick-Up Fee	N/A	\$25.00



City of Sheboygan Equipment Fee Schedule

Notes:

There is a minimum delivery charge of \$25.00 for any equipment rental.

City staff will deliver equipment prior to the event. The renter is responsible for equipment set-up and take-down. The renter shall return all equipment to the delivery site immediately after the event for City pick-up.

Event organizer/ renter is responsible for the condition of the equipment during the rental period indicated. The City will charge a maintenance fee or a replacement fee if equipment is damaged during its use. It is highly recommended that event staff monitor equipment during the event.

The City utilizes its inventory of signs, barricades, and equipment for many activities including City operations. The City does not guarantee that the full inventory for any particular equipment, sign, or barricade will be available for rent at any given time.

Whenever City personnel must place, set up, take down, or relocate equipment, signs, or barricades outside of normal business hours, actual costs incurred by the City may be charged to the renter.

* Barricade type, quantity, and placement shall be determined by the City based on the needs and regulations applicable to each request.



City of Sheboygan Special Event Fee Schedule

Item	Fee
Application Submission - At Least 60 Days Prior to Event	\$50.00
Application Submission - Less Than 60 Days Prior to Event	\$100.00

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution adopting the 2025 Marina and Riverfront Slips Fee Schedule.

REPORT PREPARED BY: Nick Warminsky Marina Manager

REPORT DATE: October 10, 2024

MEETING DATE: October 15, 2024

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budget Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS: The Harbor Centre Marina manages rentable vessel slips within the marina and along the riverfront, oversees launch passes, and provides other amenities and services for the boating community.

STAFF COMMENTS: The City assumed management responsibility of the Harbor Centre Marina for the 2024 season after many years of contracting with an outside vendor. Rates and fees were adjusted periodically over the year to better reflect market rates, boater expectations, and financial best practices. Having learned during the 2024 season, marina management desires to implement a revised schedule for the 2025 season. Notable changes from the 2024 schedule include:

- Charter boats will no longer be charged a higher rate than pleasure boats.
- In general, 2025 marina rates are 10% higher than 2024 in order to account for inflation and City expenses.
- Monthly rates are 10% higher than full season rates to encourage full season slip rental.
- Transitioning from the HeyGov platform to the Molo platform allows the City to implement an improved rate calculation to better reflect modern marina management practices.
- The schedule has been reformatted for clarity.
- The Riverfront Marina rates will be grouped together based on slip size.
- The Marina Manager has met with Harbor Centre Marina and Riverfront tenants for clarity on appropriate rate costs, but also takes into consideration the financial standpoint of both the marina and riverfront facilities moving forward.

ACTION REQUESTED: A motion to recommend the Common Council adopt Res. No. 87-24-25 adopting the 2025 Marina and Riverfront Slips Fee Schedule.

ATTACHMENTS:

- I. Res. No. 87-24-25
- II. 2025 Marina Riverfront Fee Schedule – Nov. 2024

**CITY OF SHEBOYGAN
RESOLUTION 87-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

OCTOBER 7, 2024.

A RESOLUTION adopting the 2025 Marina and Riverfront Slips Fee Schedule.

WHEREAS, the Harbor Centre Marina Manager has identified that making various, minimal changes to the Marina and Riverfront Slips Fee Schedule will increase marina revenue and bring the City’s rates and offerings in line with market rates.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council hereby adopts the attached 2025 Marina and Riverfront Slips Fee Schedule.

BE IT FURTHER RESOLVED: That the fees adopted in the herein-adopted Marina and Riverfront Slips Fee Schedule shall supersede fees previously adopted.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan



City of Sheboygan

2025 Marina & Riverfront Slips Fee Schedule

Marina Slips	Full Season Flat Rate	Half Season Flat Rate	Monthly Rate
30 Foot Slip	\$1,870.00 (\$62.33/vft)	\$936.00 (\$31.20/vft)	\$2,169.90 (\$72.33/vft)
35 Foot Slip	\$2,310.00 (\$66.00/vft)	\$1,155.00 (\$33.00/vft)	\$2,660.00 (\$76.00/vft)
40 Foot Slip	\$2,970.00 (\$74.25/vft)	\$1,485.00 (\$37.13/vft)	\$3,370.00 (84.25/vft)
45 Foot Slip	\$3,630.00 (\$80.66/vft)	\$1,815.00 (\$40.33/vft)	\$4,079.70 (90.66/vft)
T-Dock (55 Foot Vessel Minimum)	\$82.00/vft	\$41.00/vft	\$100.00/vft
Sports Port (Jet Ski)	\$500.00	\$500.00	\$550.00

vft = vessel foot (measurements are rounded up to next whole foot)

Monthly rates are not available for Marina slips

Ex: A 32-foot vessel docked at a 30-foot slip for the full season will be charged $(\$1,870 + (\$62.33 \times 2)) = \$1994.66 + tax$

Rates and charges do not include tax

Riverfront Slips	Full Season Flat Rate	Half Season Flat Rate	Monthly Rate
Discount Slip	\$1,100.00	\$550.00	\$1,100.00
<i>Discount Slip lacks electric and water service.</i>			
25-29 Foot Vessel	\$2,000.00	\$1,000.00	\$2,200.00
30-34 Foot Vessel	\$2,300.00	\$1,150.00	\$2,530.00
35-39 Foot Vessel	\$2,500.00	\$1,250.00	\$3,370.00

Measurements are rounded up to next whole foot

Rates and charges do not include tax

Miscellaneous Rates & Fees

Transient Discount Slip	\$1.50/vft (Marina or Riverfront)	
<i>Discount Slip lacks electric and water service</i>		
Transient Slip (Vessel length 25-79 feet)	\$1.80/vft (Marina or Riverfront)	
Transient Slip (Vessel length 80+ feet)	\$2.00/vft (Marina or Riverfront)	
Pump-out Service	\$15.00 for non-slip tenants	Free for slip tenants
Daily Launch Pass	\$8.00	
Annual Launch Pass (City Resident)	\$60.00	
Annual Launch Pass (Non-Resident)	\$70.00	
Fuel Surcharge	\$.10 discount per gallon for slip tenants	
Marina Event Venue Rental (upstairs area)	\$500.00 per day	

Measurements are rounded up to next whole foot

Rates and charges do not include tax

**CITY OF SHEBOYGAN
RESOLUTION 96-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

OCTOBER 7, 2024.

A RESOLUTION authorizing the appropriate City officials to execute a Memorandum of Understanding with Friends of the Shaw Family Playground, Inc. regarding the terms and understanding between the parties with regard to the playground designed for use by children of all abilities.

RESOLVED: That the appropriate City officials are hereby authorized to execute the Memorandum of Understanding between the City of Sheboygan and Friends of the Shaw Family Playground, Inc., a copy of which is attached hereto and incorporated herein.

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

Memorandum of Understanding

Between

Friends of the Shaw Family Playground, Inc.

and

City of Sheboygan

This Memorandum of Understanding (“MOU” or “Agreement”) sets forth the terms and understanding between the Friends of the Shaw Family Playground, Inc. (“Friends”) and the City of Sheboygan (“City”) regarding fundraising, location, ownership, construction, and naming rights for a universally accessible playground designed for use by children of all abilities.

Background

Angie and Ryan Shaw created an organization called the Sheboygan Park Project (“SPP”) to raise funds for a universally accessible playground designed for children of all abilities. They did this after Angie gave birth to conjoined twins, Mateo and McHale, in 2006. The Shaws and SPP had previously worked with City officials on a plan for such a park, but fundraising difficulties and the economic downturn stalled their efforts. The Shaws restarted their fundraising efforts in 2016.

SPP partnered with Steve Schmitt and the Sheboygan Jaycees to help create the playground. SPP worked with Landscape Structures, Inc., a playground design firm based in Delano, Minnesota, to create a plan for such a playground. Members of SPP and city park staff reviewed potential locations for the playground, and all parties involved agreed that Evergreen Park Area Two would be best suited for this playground.

This plan was then presented to the City of Sheboygan Public Works Committee and Board of Marina, Parks, and Forestry Commissioners. Each body reviewed the plans, approved of them, and entered into an agreement related to the playground.

The project was completed in 2019. SPP now has non-profit status and has incorporated as Friends of the Shaw Family Playground, Inc. Friends desires to enter into a new MOU with the City to replace the prior MOU under the name of SPP to further clarify the expectations of the parties related to the playground.

Purpose

The purpose of this MOU is to acknowledge the agreement of the parties and set forth the parties’ understanding as to their respective obligations and responsibilities with respect to the fundraising, location, ownership, construction, and naming rights for a universally accessible playground. This MOU outlines certain responsibilities for each party during the period of this Agreement and outlines the general nature of the agreement among the parties. This MOU is intended to enhance the success of the Agreement.

Section 1

1. The universally accessible playground will be called the Shaw Family Playground (“the Playground”).
2. The Playground is located at 2614 Pine Grove Avenue, Area Two of Evergreen Park.
3. Friends desire to aid the City in maintaining, adding to, and improving the Playground, including the pavilion.
4. All funds used to improve and maintain the Playground will be raised by Friends, with no additional funds to be spent by the City for construction, improvement, or maintenance.
5. Any past, present, or future funds raised by Friends or its predecessor organization for construction costs, improvements and maintenance including funds previously held on their behalf by the Sheboygan Jaycees, shall be placed into an endowment fund for the playground. Said funds shall be controlled by Friends. The City may request funds from the endowment fund to fund the repair or replacement of playground structures, signs, poured-in-place fall areas, fencing, any item that is part of the playground structure; or for the purchase of new items. All structures, ramps, and other items that are part of the playground will be owned and controlled by the City.
6. Notwithstanding its right as owner, the City will seek consensus from Friends before making any change to the playground, play components, any structure or ramp that provides accessibility within the playground, the shade area, donor plaques and fence pickets, signage, independent play areas located inside the fenced area, or any other item paid for by donations from or provided by Friends.
7. The City will permit recognition of donors within the playground area. All signage would need to be approved by the City through its normal procedures.
8. The City agrees not to rent the pavilion for private rentals. The pavilion will remain open for all visitors to use during hours the Playground is open. Parties that set up to use the pavilion for private events will be discouraged and told that decorations and private parties are not permitted. Notwithstanding this provision, the City will allow Friends to use the pavilion for fundraising events for the Playground.
9. The City’s Superintendent of Parks and Forestry (“Superintendent”) will be a member of the board of directors of Friends by virtue of their position as Superintendent. Should the Superintendent position be vacant, or should the Superintendent be unwilling or unable to serve on the board, another City employee will be designated by the Director of Public Works to so serve in place of the Superintendent.
10. The Agreement related to the playground is intended to last for the intended life of the playground, which ends in 2043 (25 years after construction.) However, this MOU may be extended by mutual agreement of the parties. It should be noted, however, that warranty periods on items in the playground range from three years for smaller movable parts, 15 years for steel structures and plastic slides and 100 years for posts.

Section 2

By entering into this Agreement, the parties do not intend to create any obligations, expressed or implied, other than those set out herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 3

Indemnification. Friends agrees to defend, hold harmless, and indemnify the City against any and all claims, liabilities, damages, judgments, causes of action, costs, loss and expense, including reasonable attorney’s fees, imposed upon or incurred by the City arising from or related to the negligent or intentionally tortuous acts or omissions of the indemnifying party’s officers, employees, or agents in performing the services pursuant to this agreement. Each party shall promptly notify the other of any claim arising under this provision and each party shall fully cooperate with the other in the investigation, resolution, and defense of such claim.

Section 4

Except as otherwise provided in this Agreement, each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 5

This Agreement shall become effective upon the signature of the parties hereto through their authorized representatives.

Section 6

This Agreement may be terminated by either party for cause if the other party shall default in the performance of this Agreement and the default shall continue for a period of thirty (30) days after written notice to the other party stating specifically the default. Expiration or termination of this Agreement for any reason shall not release any party from its obligations thereunder that have accrued prior to the termination or expiration date. Additionally, this Agreement may be terminated upon 30 days’ notice by the City to Friends that the Playground has reached the end of its intended life as determined at the sole discretion of the City based on the wear and tear on the playground structures, signs, poured-in-place fall areas, fencing, and any other item that is part of the playground structure.

Section 7

Any notice or other communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by first class mail, postage prepaid, to the address each of the parties keeps on record for the other party, or to such other address as either party may give notice of from time to time in accordance with this section. Delivery shall be deemed effective upon personal delivery or deposit in the United States mail.

Approved by the parties through signature of the following authorized representatives:

CITY OF SHEBOYGAN:

Mayor

Date

City Clerk

Date

Director of Public Works

Date

FRIENDS OF THE SHAW FAMILY PLAYGROUND, INC.:

Date

Date

Date

This document is authorized by and in accordance with Res. No. ____-24-25.

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the Purchasing Agent to issue a purchase for two (2) Tandem Axle Dump Trucks with snowplows and salt spreaders for the Motor Vehicle Division of the Department of Public Works.

REPORT PREPARED BY: Bernie Rammer Purchasing Agent

REPORT DATE: October 7, 2024

MEETING DATE: October 15, 2024

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: 730399-651200
Budget Summary: Motor Vehicle Fund – Machinery/Equipment
Budget Expenditure: \$832,171.00
Budgeted Revenue: N/A

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS: The Department of Public Works Motor Vehicle Division included the purchase of (2) Tandem Axle Dump Trucks equipped with snow plows and V-Box salt spreaders in its 2025 Budget Request. The vehicles to be purchased will require two purchase orders. One order will cover the purchase of the two chassis and a second order will take care of the dump bodies, snow plows and ice control equipment, as well as, lighting and ancillary equipment. The trucks to be purchased are the same make and model as many other trucks in the fleet for standardization.

The chassis dealer, Truck Country of WI, has a State of WI contract for the purchase of the chassis. The body and equipment dealer, Monroe Truck Equipment, in De Pere utilized a Sourcewell contract for the purchase.

The lead times are considerable for these vehicles and equipment; therefore, it is prudent to enter our orders as soon as possible.

STAFF COMMENTS: In light of the fact Common Council has not yet adopted the 2025 Budget, it is important to note that should the expenditure not be adopted, the City will still have the ability to cancel the orders. Following receipt of these vehicles in late 2025 or early 2026, the vehicles they are replacing will be sent to public auction.

ACTION REQUESTED: A motion to recommend the Common Council adopt Res. No. 98-24-25 authorizing the Purchasing Agent to issue a purchase for two (2) Tandem Axle Dump Trucks with snowplows and salt spreaders for the Motor Vehicle Division of the Department of Public Works.

ATTACHMENTS:

- I. Res. No. 98-24-25
- II. Tandem Axle Dump Truck Documents

**CITY OF SHEBOYGAN
RESOLUTION 98-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

OCTOBER 7, 2024.

A RESOLUTION authorizing the Purchasing Agent to issue a purchase order for two (2) Tandem Axle Dump Trucks with snowplows and salt spreaders for the Motor Vehicle Division of the Department of Public Works.

WHEREAS, with supply chain problems in heavy truck production, the manufacturers are experiencing long lead times and order backlogs. As such, it would be prudent for the City to place their order for heavy trucks and equipment prior to the new year; and

WHEREAS, funding for the purchase of two (2) Tandem Axle Dump Trucks equipped with snow removal and ice control equipment was included in the 2025 budget request and a pre-order of the vehicles now will not result in the City taking receipt of the vehicles or paying for them until 2025; and

WHEREAS, State law and the City's Procurement Policy allows the City to join with other units of government in cooperative purchasing plans when the best interest of the City would be served; and

WHEREAS, Sourcewell is a cooperative purchasing consortium which offers contracts to its members based upon competitive bids and, as a member, the City of Sheboygan may take advantage of competitive, pre-negotiated prices; and

WHEREAS, the purchase of vehicles and vehicle equipment is not subject to Wisconsin's public construction laws such that utilization of the Sourcewell contract is viable for the City of Sheboygan; and

WHEREAS, two vendors are involved with this purchase, to wit: the manufacturer of the truck chassis and the distributor/installer of the various components, and

WHEREAS, having reviewed State of WI Contract # 505ENT-M23-MDHDCHASSIS-00 with Truck Country Inc. for the chassis, and Sourcewell contract # 062222-AEB-1 with Monroe Truck Equipment for the truck bodies, plows and ice equipment, City staff believes, and the Council agrees that this is the best procurement method for this purchase; and

WHEREAS, should the final budget request for 2025 Capital Improvements for the Motor Vehicle Department fail to garner approvals, the orders can still be cancelled; and

WHEREAS, once the vehicles have been received, the vehicles that are being replaced will be put to public auction.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue 1) a Purchase Order to Truck Country of Wisconsin, Inc. for the purchase of two Freightliner truck chassis at a total cost of \$322,652.00 including license and title fees, and 2) a Purchase order to Monroe Truck Equipment, Inc., in the amount of \$509,519.00 for the provision and installation of dump bodies, snow plows and ice control equipment.

BE IT FURTHER RESOLVED: That, if the 2025 budget is approved to include this purchase, the appropriate City officials are hereby authorized to draw funds in the amount of \$832,171.00, which includes license and title fees, from Account No.730399-651200 (Motor Vehicle Fund – Machinery/Equipment) for the purchase of the trucks, equipment, and their associated license and title fees. If the 2025 Budget is not approved to include this purchase, staff may either submit a separate budget amendment request to Council or may cancel the purchase.

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

Prepared for:
 Rick Ney
 SHEBOYGAN CITY OF
 828 CENTER AVE

 SHEBOYGAN, WI 53081
 Phone: 9204593440

Prepared by:
 Tony Bodway
 TRUCK COUNTRY OF
 WISCONSIN, IN
 2222 WEST RYAN ROAD
 OAK CREEK, WI 53154
 Phone: 414-761-3384

Q U O T A T I O N

114SD PLUS CONVENTIONAL CHASSIS

SET FORWARD AXLE - TRUCK	5725MM (225 INCH) WHEELBASE
DETROIT DD13 GEN 5 12.8L 470 HP @ 1625 RPM, 1900 GOV RPM, 1650 LB-FT @ 975 RPM	NO FIFTH WHEEL
ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	1/2X3.64X11-7/8 INCH STEEL FRAME (12.7MMX301.6MM/0.5X11.88 INCH) 120KSI
MERITOR RT-46-160P 46,000# R-SERIES TANDEM REAR AXLE WITH PUMP	1700MM (67 INCH) REAR FRAME OVERHANG
TUFTRAC GEN2 46,000# REAR SPRING SUSPENSION	PARTIAL INNER FRAME REINFORCEMENT AT FRONT SUSPENSION
MERITOR MFS-20-133A 20,000# FL1 71.0 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE	TEM TO EVALUATE AND INSTALL FRAME RAIL REINFORCEMENT AS NEEDED FOR FRONT FRAME MOUNTED EQUIPMENT
20,000# FLAT LEAF FRONT SUSPENSION	HENDRICKSON HLM 20,000# N-SERIES NON-STEER 16.5X7 BRAKE INTEGRAL DROP CENTER PUSHER AXLE
114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB	

		PER UNIT	TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$ 161,737	\$ 161,737
EXTENDED WARRANTY		\$ 0	\$ 0
DEALER INSTALLED OPTIONS		\$ 0	\$ 0
CUSTOMER PRICE BEFORE TAX		\$ 161,737	\$ 161,737

TAXES AND FEES

FEDERAL EXCISE TAX (FET)	\$ (411)	\$ (411)
TAXES AND FEES	\$ 0	\$ 0
OTHER CHARGES	\$ 0	\$ 0

TRADE-IN

TRADE-IN ALLOWANCE	\$ (0)	\$ (0)
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BALANCE DUE	(LOCAL CURRENCY)	\$ 161,326	\$ 161,326
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COMMENTS:
 Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:
 Please indicate your acceptance of this quotation by signing below:



Prepared for:
Rick Ney
SHEBOYGAN CITY OF
828 CENTER AVE

SHEBOYGAN, WI 53081
Phone: 9204593440

Prepared by:
Tony Bodway
TRUCK COUNTRY OF
WISCONSIN, IN
2222 WEST RYAN ROAD
OAK CREEK, WI 53154
Phone: 414-761-3384

Customer: X _____ Date: ___ / ___ / ___.



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Prepared for:
Rick Ney
SHEBOYGAN CITY OF
828 CENTER AVE

SHEBOYGAN, WI 53081
Phone: 9204593440

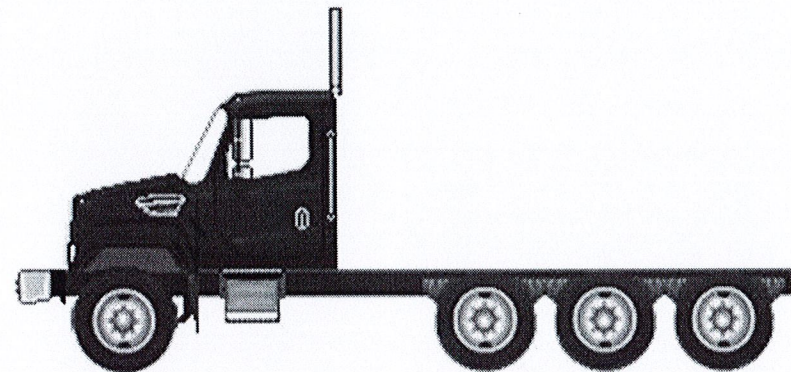
Prepared by:
Tony Bodway
TRUCK COUNTRY OF
WISCONSIN, IN
2222 WEST RYAN ROAD
OAK CREEK, WI 53154
Phone: 414-761-3384

A proposal for
SHEBOYGAN CITY OF

Prepared by
TRUCK COUNTRY OF WISCONSIN, IN
Tony Bodway

Sep 25, 2024

Freightliner 114SD Plus



Components shown may not reflect all spec'd options and are not to scale



Prepared for:
Rick Ney
SHEBOYGAN CITY OF
828 CENTER AVE

SHEBOYGAN, WI 53081
Phone: 9204593440

Prepared by:
Tony Bodway
TRUCK COUNTRY OF
WISCONSIN, IN
2222 WEST RYAN ROAD
OAK CREEK, WI 53154
Phone: 414-761-3384

S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-29D	SD PRL-29D (EFF:MY26 ORDERS)		
Data Version			
DRL-010	SPECPRO21 DATA RELEASE VER 010		
Vehicle Configuration			
001-177	114SD PLUS CONVENTIONAL CHASSIS	7,934	6,476
004-226	2026 MODEL YEAR SPECIFIED		
002-003	SET FORWARD AXLE - TRUCK		
019-006	TRAILER TOWING PROVISION AT END OF FRAME WITH SAE J560	10	10
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-003	TRUCK/TRAILER CONFIGURATION		
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
99D-027	EPA EMISSIONS CERTIFICATION FOR REGISTRATION IN EPA OR ACT STATES - EPA CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD OF DRIVER DOOR)		
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-010	DIRT/SAND/ROCK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-1AE	FREIGHTLINER LEVEL II WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 46000.0 lbs		



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Data Code	Description	Weight Front	Weight Rear
A67-99D	EXPECTED PUSHER AXLE(S) LOAD : 20000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 86000.0 lbs		
A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 90000.0 lbs		
Truck Service			
AA3-018	FRONT PLOW/END DUMP BODY		
AF3-142	MONROE TRUCK EQUIPMENT		
Tractor Service			
AA2-005	FLATBED TRAILER		
AH6-001	SINGLE (1) TRAILER		
Engine			
101-3C0	DETROIT DD13 GEN 5 12.8L 470 HP @ 1625 RPM, 1900 GOV RPM, 1650 LB-FT @ 975 RPM		
Electronic Parameters			
79A-070	70 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79F-013	FLEET MANAGEMENT - DAILY ENGINE USAGE ENABLED		
79G-020	30 MINUTES IDLE SHUTDOWN WITHOUT CLUTCH AND SERVICE BRAKE OVERRIDE		
79K-014	PTO MODE ENGINE RPM LIMIT - 1800 RPM		
N 79L-022	PTO MODE PTO 1 THROTTLE OVERRIDE ENABLED		
79P-032	PTO RPM CONTROL WITH STEERING WHEEL SWITCHES		
79T-001	PTO MODE RPM INCREMENT - 25 RPM		
79U-001	PTO GOVERNOR RAMP RATE - 25 RPM PER SECOND		
79V-001	FUEL DOSING OF AFTERTREATMENT ENABLED IN PTO MODE-CLEANS HYDROCARBONS AT HIGH TEMPERATURES ONLY		
79W-001	ONE REMOTE PTO SPEED		
79X-003	PTO SPEED 1 SETTING - 800 RPM		
80G-001	PTO MINIMUM RPM - 600		
80L-003	ENABLE DPF REGEN ZONE 1 WITH AUTO ENGINE RPM ELEVATE FOR EXTENDED IDLE		
80S-022	PTO 1, WITH SWITCH, TEM SUPPLIED REQUEST AND INTERLOCKS, WITH PTO CONNECTIONS, ENGAGE WHILE DRIVING INTERLOCKS		



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Data Code	Description	Weight Front	Weight Rear
Engine Equipment			
99C-024	EPA 2010/GHG 2024 CONFIGURATION		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
014-108	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER WITH SAFETY ELEMENT AND INSIDE/OUTSIDE AIR WITH SNOW DOOR	10	
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
292-236	(3) DTNA GENUINE, FLOODED STARTING, MIN 3000CCA, 555RC, THREADED STUD BATTERIES		
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
306-015	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS	2	
107-046	BW MODEL FE-921 19.0 CFM SINGLE CYLINDER AIR COMPRESSOR WITH SAFETY VALVE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-002	JACOBS COMPRESSION BRAKE		
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
28F-014	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER		
239-200	INTEGRATED STACK AND B-PILLAR PIPE WITH MINIMUM STACK PROTRUSION ABOVE CAB		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-002	13 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		



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Data Code	Description	Weight Front	Weight Rear
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD		
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH		
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
110-068	DDC SUPPLIED ENGINE MOUNTED FUEL FILTER/FUEL WATER SEPARATOR WITH WATER-IN-FUEL INDICATOR		
118-001	FULL FLOW OIL FILTER		
120-998	NO COOLANT FILTER	-10	
266-107	1400 SQUARE INCH VOCATIONAL RADIATOR		
103-040	ANTIFREEZE TO -60F, OAT (NITRITE AND SILCATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-023	HDEP FIXED RATIO COOLANT PUMP AND RADIATOR DRAIN VALVE		
155-076	DELCO 12V MOD 3.175-39MT+ STARTER WITH ENGINE ECU SOFTWARE PROTECTION AND INTEGRATED MAGNETIC SWITCH	-45	
Transmission			
342-1M3	ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	260	100
Transmission Equipment			
343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV		
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		



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Data Code	Description	Weight Front	Weight Rear
84E-013	S1 PERFORMANCE PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84F-012	S1 PERFORMANCE SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84G-009	1800 RPM PRIMARY MODE SHIFT SPEED		
84H-009	1800 RPM SECONDARY MODE SHIFT SPEED		
84K-002	2ND GEAR ENGINE BRAKE ALTERNATE PRESELECT WITH MODERATE DOWNSHIFT STRATEGY		
84N-011	NEUTRAL AT STOP ENABLED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
84V-001	DIRECTION CHANGE ENABLED WITH MULTIPLEXED SERVICE BRAKES - ALLISON 5TH GEN TRANSMISSIONS		
85F-074	MAXIMUM ENGINE SPEED FOR PTO OPERATION 4000 RPM		
85H-239	MAXIMUM OUTPUT SPEED FOR PTO OPERATION 6000 RPM - ALLISON 5TH GEN TRANSMISSIONS		
85T-998	NO AMT HOLD MODE		
353-075	QUICKFIT BODY LIGHTING CONNECTOR AT END OF FRAME, WITH CAP		
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR		
362-823	CUSTOMER INSTALLED CHELSEA 280 SERIES PTO		
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-078	HEAVY DUTY ELECTRONIC TRANSMISSION SHIFT CONTROL, COLUMN MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-011	WATER TO OIL TRANSMISSION COOLER, FRAME MOUNTED		
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment



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Data Code	Description	Weight Front	Weight Rear
400-1AC	MERITOR MFS-20-133A 20,000# FL1 71.0 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE	260	
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10	
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-001	CAST IRON OUTBOARD FRONT BRAKE DRUMS		
427-001	FRONT BRAKE DUST SHIELDS	5	
409-006	FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-031	HALDEX AUTOMATIC FRONT SLACK ADJUSTERS WITH STAINLESS STEEL CLEVIS PINS		
406-001	STANDARD KING PIN BUSHINGS		
536-055	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR	130	
539-003	POWER STEERING PUMP		
534-003	4 QUART POWER STEERING RESERVOIR		
533-001	OIL/AIR POWER STEERING COOLER		
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		
Front Suspension			
620-006	20,000# FLAT LEAF FRONT SUSPENSION	310	
619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION		
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
420-111	MERITOR RT-46-160P 46,000# R-SERIES TANDEM REAR AXLE WITH PUMP		450
421-456	4.56 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-089	SPL250 HT XL DANA SPICER MAIN DRIVELINE	60	60
388-012	SPL170 XL DANA SPICER INTERAXLE DRIVELINE WITH HALF ROUND YOKES		10
452-006	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		30
878-023	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AND REAR-REAR AXLE VALVE		



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Data Code	Description	Weight Front	Weight Rear
87A-017	INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH, DISENGAGE INTERAXLE LOCK WITH IGNITION OFF		
87B-024	INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH, ENGAGE AT SPEEDS 5 MPH OR LESS, DISENGAGE W/IGN OFF OR SPEEDS EXCEEDING 25 MPH		
423-019	MERITOR 16.5X8.62 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		
451-001	CAST IRON OUTBOARD REAR BRAKE DRUMS		40
425-002	REAR BRAKE DUST SHIELDS		10
440-006	REAR OIL SEALS		
426-101	WABCO TRISTOP D LONGSTROKE 2-DRIVE AXLE SPRING PARKING CHAMBERS		
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
42T-001	STANDARD REAR AXLE BREATHER(S)		
Rear Suspension			
622-298	TUFTRAC GEN2 46,000# REAR SPRING SUSPENSION		490
621-108	9.5 INCH NOMINAL RIDE HEIGHT (460MM GLOBAL REFERENCE HEIGHT)		
431-003	AXLE CLAMPING GROUP		
624-025	55 INCH AXLE SPACING		
623-006	FORE/AFT AND TRANSVERSE CONTROL RODS		
439-002	REAR SHOCK ABSORBERS - TWO AXLES (TANDEM)		40
Pusher / Tag Equipment			
035-024	HENDRICKSON HLM-2 20,000# NON-STEER PUSHER SUSPENSION, N-SERIES DROP CENTER AXLE	700	1,305
443-085	HENDRICKSON HLM 20,000# N-SERIES NON-STEER 16.5X7 BRAKE INTEGRAL DROP CENTER PUSHER AXLE		
874-015	(1) DASH VALVE AND (1) GAUGE FOR SINGLE LIFT AXLE		



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	Data Code	Description	Weight Front	Weight Rear
N	87F-011	LIFT AXLE WIRING, LIFT AXLE MAINTAINS THE CURRENT POSITION WHEN VEHICLE IS PUT IN REVERSE, LAST STATE RETENTION WITH IGNITION OFF		
	896-014	(1)REGULATOR MOUNTED ON CHASSIS FOR SINGLE LIFT AXLE		
	456-1AH	HENDRICKSON 16.5X7 CAM PUSHER/TAG BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
	457-002	NON-ASBESTOS PUSHER/TAG BRAKE LINING		
	448-023	CONMET CAST IRON PUSHER/TAG BRAKE DRUMS		
	429-001	PUSHER/TAG BRAKE DUST SHIELDS		5
	442-016	PUSHER/TAG OIL SEALS		
	444-001	VENTED PUSHER/TAG HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
	445-074	HALDEX GOLDSEAL LONGSTROKE PUSHER/TAG AXLE SPRING PARKING CHAMBERS		20
	458-010	BENDIX VERSAJUST AUTOMATIC PUSHER/TAG SLACK ADJUSTERS		
	626-090	HENDRICKSON HLM-2 20,000# NON-STEER AIR LIFT PUSHER SUSPENSION		
*	627-014	74 INCH AXLE SPACING PUSHER/TAG		
	627-026	71 INCH AXLE SPACING		
Brake System				
	490-100	WABCO 4S/4M ABS		
	871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
	904-001	FIBER BRAID PARKING BRAKE HOSE		
	412-001	STANDARD BRAKE SYSTEM VALVES		
	46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
	413-002	STD U.S. FRONT BRAKE VALVE		
	432-014	(2) RELAY VALVES; ONE 5-8 PSI FOR TANDEM AXLE AND ONE 3-4.5 PSI CRACK FOR PUSHER/TAG		
	480-009	BW AD-9 BRAKE LINE AIR DRYER WITH HEATER	20	
	483-003	BENDIX OIL COALESCING FILTER FOR AIR DRYER		
*	479-015	AIR DRYER FRAME MOUNTED		
		MOUNT BETWEEN PUSHER AND FWD DRIVE AXLE		



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Data Code	Description	Weight Front	Weight Rear
* 460-093	STEEL AIR BRAKE RESERVOIRS; CUSTOMER ACCEPTS TANKS MOUNTED PERPENDICULAR TO RAIL	10	10
	MOUNT BETWEEN PUSHER AND FWD DRIVE AXLE		
477-003	BW DV-2 AUTO DRAIN VALVE WITHOUT HEATER - WET TANK		

Trailer Connections

481-998	NO TRAILER AIR HOSE		
476-998	NO AIR HOSE HANGER		
914-001	AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND NO DUST COVERS		
296-027	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR COMBINATION STOP/TURN, CENTER PIN POWERED THROUGH IGNITION WITH STOP SIGNAL PREWIRE PACKAGE		
303-026	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE TEMPORARY TIED & COILED IN CHASSIS END OF FRAME WITH 2' ADDITIONAL; NO BRACKETS		
310-998	NO TRAILER ELECTRICAL CABLE		

Wheelbase & Frame

545-572	5725MM (225 INCH) WHEELBASE		
546-1B2	1/2X3.64X11-7/8 INCH STEEL FRAME (12.7MMX301.6MM/0.5X11.88 INCH) 120KSI	450	290
547-034	PARTIAL INNER FRAME REINFORCEMENT AT FRONT SUSPENSION	180	
548-803	TEM TO EVALUATE AND INSTALL FRAME RAIL REINFORCEMENT AS NEEDED FOR FRONT FRAME MOUNTED EQUIPMENT		
552-034	1700MM (67 INCH) REAR FRAME OVERHANG		
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH		
549-002	24 INCH INTEGRAL FRONT FRAME EXTENSION	140	-20
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 141.93 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 138.93 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 343.99 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 9.63 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 13.43 in		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 0.0 in		



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Data Code	Description	Weight Front	Weight Rear
553-001	SQUARE END OF FRAME		
587-003	REAR TOW HOOKS		10
550-001	FRONT CLOSING CROSSMEMBER		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-002	HEAVY DUTY SUSPENSION CROSSMEMBER		30
Chassis Equipment			
556-1E5	14 INCH PAINTED STEEL BUMPER	20	
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
585-998	NO MUDFLAP BRACKETS		
590-998	NO REAR MUDFLAPS		
551-001	HUCK-SPIN ROUND COLLAR CHASSIS FASTENERS SUSPENSIONS ONLY		
44Z-002	EXTERIOR HARNESSSES WRAPPED IN ABRASION TAPE		
* 601-020	3D STEP VEHICLE MODEL		
	EMAIL TO Jamie.Ditsworth@aebi-schmidt.com		
Fifth Wheel			
578-998	NO FIFTH WHEEL		
Fuel Tanks			
204-154	80 GALLON/302 LITER ALUMINUM FUEL TANK - LH	10	
218-006	25 INCH DIAMETER FUEL TANK(S)		
215-007	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH POLISHED STAINLESS STEEL BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
N 205-001	FUEL TANK CAP(S)		
122-998	NO FUELWATER SEPARATOR		
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
* 093-2GV	CONTINENTAL HTC1 425/65R22.5 20 PLY RADIAL FRONT TIRES	196	



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Data Code	Description	Weight Front	Weight Rear
094-12V	CONTINENTAL HDR2+ 11R22.5 16 PLY RADIAL REAR TIRES		184
* 095-16M	CONTINENTAL HSR3 11R22.5 14 PLY RADIAL PUSHER/TAG TIRES		24
Hubs			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
449-060	CONMET PRESET PLUS PREMIUM IRON PUSHER/TAG HUBS		
Wheels			
502-566	MAXION WHEELS 10035 22.5X12.25 10-HUB PILOT 4.75 INSET 5-HAND STEEL DISC FRONT WHEELS	102	
505-545	MAXION WHEELS 90260 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS		160
509-752	MAXION WHEELS 91541 22.5X8.25 10-HUB PILOT 6.20 INSET 2-HAND STEEL DISC PUSHER/TAG WHEELS		-16
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
495-011	PUSHER/TAG WHEEL MTG NUTS		
498-011	NYLON WHEEL GUARDS FRONT AND REAR ALL INTERFACES		
Cab Exterior			
829-1A2	114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-008	AIR CAB MOUNTING		
705-062	QUICK RELEASE FASTENERS FOR UNDER CAB COVER FOR BATTERY BOX ACCESS.		
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
N 667-004	FRONT FENDERS SET-BACK AXLE		
754-002	3-1/2 INCH FENDER EXTENSIONS	15	
678-001	LH AND RH GRAB HANDLES		
646-041	STATIONARY BLACK GRILLE		
65X-004	BLACK HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
652-001	FREIGHTLINER NAME PLATES		



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Data Code	Description	Weight Front	Weight Rear
690-016	CAB FLOOR, TOE BOARD AND FIREWALL HEAT SHIELD	5	
727-1AJ	DUAL 14 INCH ROUND POLISHED AIR HORNS	4	
726-002	DUAL ELECTRIC HORNS		
728-002	DUAL HORN SHIELDS		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-068	HALOGEN COMPOSITE HEADLAMPS WITH BLACK BEZELS		
302-047	LED AERODYNAMIC MARKER LIGHTS		
314-824	WIRING AND SWITCH FOR CUSTOMER FURNISHED SNOW PLOW LAMPS WITH DUAL CONNECTIONS AT BUMPER		
311-001	DAYTIME RUNNING LIGHTS		
294-1AY	INTEGRAL LED STOP/TAIL/BACKUP LIGHTS		
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
318-1F6	(1) FLUSH LED UTILITY LIGHT MOUNTED LH BACK OF CAB/SLEEPER	3	
744-1BK	DUAL WEST COAST MOLDED-IN COLOR HEATED MIRRORS WITH LH AND RH REMOTE		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-1AP	LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
74B-1B4	RH AND LH 8 INCH HEATED STAINLESS STEEL FENDER MOUNTED CONVEX MIRRORS WITH TRIPOD BRACKETS	12	
729-001	STANDARD SIDE/REAR REFLECTORS		
677-054	RH AFTERTREATMENT SYSTEM CAB ACCESS WITH PLAIN DIAMOND PLATE COVER		
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
654-011	RH AND LH ELECTRIC POWERED WINDOWS		
769-002	LOWER RH DOOR WINDOW WITH FRESNEL LENS	7	
663-029	1-PIECE BONDED HEATED WIPER PARK SOLAR GREEN GLASS WINDSHIELD		
659-006	8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITH FLUID LEVEL INDICATOR		

Cab Interior



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Phone: 9204593440

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Item 10.

Data Code	Description	Weight Front	Weight Rear
055-019	RUGGED TRIM PACKAGE		
707-107	GRAY & CARBON VINYL INTERIOR "RUGGED"		
70K-020	CARBON WITH PREMIUM GUNMETAL ACCENT (RUGGED)		
706-013	MOLDED PLASTIC DOOR PANEL		
708-013	MOLDED PLASTIC DOOR PANEL		
772-006	BLACK MATS WITH SINGLE INSULATION		
785-026	(1)DASH MOUNTED 12V POWER OUTLET, (1)DASH MOUNTED DUAL USB-C OUTLET		
691-001	FORWARD ROOF MOUNTED CONSOLE		
696-012	CENTER STORAGE CONSOLE MOUNTED ON BACKWALL	20	
693-036	LH DOOR STORAGE POCKET		
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY		
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-029	M2/SD DASH		
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-008	STANDARD HVAC DUCTING WITH SNOW SHIELD FOR FRESH AIR INTAKE		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-034	PREMIUM INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-1B3	STANDARD LED CAB LIGHTING		
787-998	NO SECURITY DEVICE		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
78G-004	KEY QUANTITY OF 4		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
740-998	NO MATTRESS	-20	-15
756-339	PREMIUM ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH 2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT AND ADJUSTABLE SHOCK	70	



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Item 10.

Data Code	Description	Weight Front	Weight Rear
760-335	BASIC ISRI HIGH BACK NON SUSPENSION PASSENGER SEAT		
759-007	DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS	4	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-014	BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER		
761-014	BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER		
763-102	HIGH VISIBILITY ORANGE SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN		
540-044	4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

* 4CH-004	4 EXTRA PROGRAMMABLE SWITCHES/INDICATORS		
	\$C1B0206ZZ,C1C0230ZZ,C1D0232ZZ,C1E0205ZZ		
106-002	ELECTRONIC ACCELERATOR CONTROL		
732-998	NO INSTRUMENT PANEL-DRIVER		
734-022	FULLY CONFIGURABLE CENTER INSTRUMENT PANELS		
870-002	BRIGHT ARGENT FINISH GAUGE BEZELS		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE		
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY		
81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		



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Data Code	Description	Weight Front	Weight Rear
844-001	2 INCH ELECTRIC FUEL GAUGE		
845-011	FUEL FILTER RESTRICTION INDICATOR		
148-072	ENGINE REMOTE INTERFACE WITH ONE OR MORE SET SPEEDS		
48H-001	QUICKFIT POWERTRAIN INTERFACE CONNECTOR LOCATED BETWEEN SEATS WITH CAPS		
48C-002	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) BETWEEN SEATS WITH BLUNTCUTS		
163-014	ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
854-008	DIGITAL ENGINE OIL TEMPERATURE IN DRIVER DISPLAY		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE		
736-998	NO OBSTACLE DETECTION SYSTEM		
72J-998	NO DR ASSIST SYSTEM		
49B-998	NO VEHICLE STABILITY ADVISOR OR CONTROL		
73B-998	NO LANE DEPARTURE WARNING SYSTEM		
72K-998	NO REVERSE PROXIMITY SENSOR		
679-998	NO OVERHEAD INSTRUMENT PANEL		
35M-011	1 QUIKFIT PROGRAMABLE MODULE (QPM/XMC) W/ (4) 20AMP FUSED RELAYS	10	
1U1-002	TOP OF DASH RAM MOUNT WITHOUT POWER OR GROUND, FOR CUSTOMER FURNISHED DEVICE		
746-143	7" B-PANEL INTERACTIVE TOUCHSCREEN DISPLAY W/ USB-C, APPLE CARPLAY, ANDROID AUTO, BLUETOOTH/AM/FM/SXM/WB, MICROPHONE		
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-998	NO AM/FM RADIO ANTENNA		



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Item 10.

Data Code	Description	Weight Front	Weight Rear
748-006	POWER AND GROUND WIRING PROVISION OVERHEAD		
749-001	ROOF/OVERHEAD CONSOLE CB RADIO PROVISION		
75W-002	SHARKFIN MULTI-BAND ANTENNA: AM/FM/WEATHERBAND, WIFI/BLUETOOTH, SDAR/SIRIUSXM, GNSS/GPS		
78C-003	INTEROPERABLE SDAR ANTENNA		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
813-1C8	DETROIT CONNECT PLATFORM HARDWARE CTP3		
8D1-213	3 YEARS DETROIT CONNECT BASE PACKAGE(FEATURES VARY BY MODEL) DETROIT CONNECT PLATFORM		
8DE-998	NO ASE DATA SVCE EXTENSION		
6TS-005	TMC RP1226 ACCESSORY CONNECTOR LOCATED BEHIND PASSENGER SIDE REMOVEABLE DASH PANEL		
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
4C1-998	NO HARDWIRE SWITCH #1		
4C2-998	NO HARDWIRE SWITCH #2		
4C3-998	NO HARDWIRE SWITCH #3		
81Y-006	PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS AND SERVICE BRAKES		
264-030	(1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN		
482-001	BW TRACTOR PROTECTION VALVE		
883-001	TRAILER HAND CONTROL BRAKE VALVE		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-001	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY AND ARCTIC TYPE BLADES		
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS		
882-021	TWO VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR		



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Data Code	Description	Weight Front	Weight Rear
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT		
298-046	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY		
87T-998	NO WRG/SW-OPTL #2, CHAS, AIR		

Design

065-000	PAINT: ONE SOLID COLOR		
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Color

980-5A0	CAB COLOR A: L0441EY BLUE ELITE EY		
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
96E-972	POWDER WHITE (N0006EA) PUSHER/TAG WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
964-020	STANDARD BLACK BUMPER PAINT		
963-003	STANDARD E COAT/UNDERCOATING		

Certification / Compliance

996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
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Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

TOTAL VEHICLE SUMMARY

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	10941 lbs	9728 lbs	20669 lbs
Total Weight⁺	10941 lbs	9728 lbs	20669 lbs



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Item 10.

(+) Weights shown are estimates only.
If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

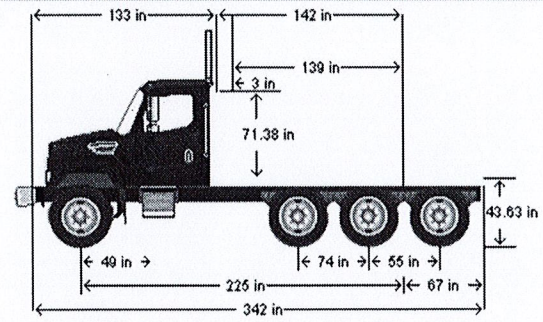


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D I M E N S I O N S



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model.....	114SD
Wheelbase (545)	5725MM (225 INCH) WHEELBASE
Rear Frame Overhang (552).....	1700MM (67 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577).....	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in).....	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in).....	0
Slide Increment (in).....	0
Desired Slide Position (in)	0.0
Cab Size (829).....	114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682)	NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016).....	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

TABLE SUMMARY - DIMENSIONS



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Dimensions	Inches
Bumper to Back of Cab (BBC)	132.9
Bumper to Centerline of Front Axle (BA)	49.4
Front Axle to Back of Cab (AC)	83.5
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	141.9
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	138.9
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	208.8
Cab Height (CH)	71.4
Wheelbase (WB)	225.4
Frame Overhang (OH)	66.9
Overall Frame Length	344.0
Overall Length (OAL)	341.7
Rear Axle Spacing	55.0
Pusher/Tag Axle Spacing	74.0
Unladen Frame Height at Centerline of Rear Axle	43.6

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



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FRAME RBM

VEHICLE SPECIFICATIONS SUMMARY - FRAME RBM

Wheelbase (545) 5725MM (225 INCH) WHEELBASE
 Frame Rails (546) 1/2X3.64X11-7/8 INCH STEEL FRAME (12.7MMX301.6MM/0.5X11.88 INCH) 120KSI(546)
 Yield Strength (psi)..... 120000
 Section Modulus (per rail) (cu in).....26.26
 RBM (per rail) (lbf-in)..... 3204000
 Inner Frame Reinforcement (547)PARTIAL INNER FRAME REINFORCEMENT AT FRONT SUSPENSION
 Outer Frame Reinforcement (548) TEM TO EVALUATE AND INSTALL FRAME RAIL REINFORCEMENT AS NEEDED FOR FRONT FRAME MOUNTED EQUIPMENT

TABLE SUMMARY - FRAME RBM

Item	Description / Value
Wheelbase	5725MM (225 INCH) WHEELBASE
Frame	1/2X3.64X11-7/8 INCH STEEL FRAME (12.7MMX301.6MM/0.5X11.88 INCH) 120KSI
Inner Frame Reinforcement	PARTIAL INNER FRAME REINFORCEMENT AT FRONT SUSPENSION
Outer Frame Reinforcement	TEM TO EVALUATE AND INSTALL FRAME RAIL REINFORCEMENT AS NEEDED FOR FRONT
Yield Strength (psi)	120000
Section Modulus - per rail (cu. in.)	26.70
Frame RBM - per rail (lbf-in)	3204000

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

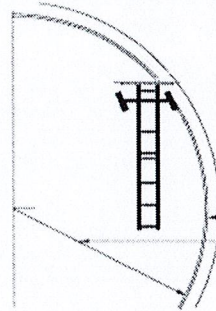


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T U R N I N G R A D I U S



Turning radius graphic and data provided strictly for comparisons between model configurations. Weather, road surfaces, and tire treads affect the results. It is strongly suggested that actual vehicles be measured before constructing any roads/driveways using this information. For specific figures regarding your configuration, please contact your CAE representative.

	Dimensions	Tolerance
Wall to Wall Diameter (ft)	79.7	+/- 3.0
Curb to Curb Diameter (ft)	73.2	+/- 3.0
Turning Radius (ft)	35.8	+/- 1.5

VEHICLE SPECIFICATIONS SUMMARY - TURNING RADIUS

Model.....114SD
 Cab Size (829).....114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
 Wheelbase (545).....5725MM (225 INCH) WHEELBASE
 Front Tires (093).....MICHELIN XZY-3 425/65R22.5 20 PLY RADIAL FRONT TIRES
 Width (in).....17.7
 Front Axle (400).....MERITOR MFS-20-133A 20,000# FL1 71.0 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE
 Kingpin Intersection (in).....71
 Bumper (556).....14 INCH PAINTED STEEL BUMPER
 Width (in).....97.6
 Bumper Miter to Front Axle (in).....73.394
 Primary Steering Location (003).....LH PRIMARY STEERING LOCATION
 Steering Gear (536).....TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR
 Dual Steering Gear.....RCH45
 Ram.....NONE
 Rear Axle (420).....MERITOR RT-46-160P 46,000# R-SERIES TANDEM REAR AXLE WITH PUMP
 Axle Spacing (624).....55 INCH AXLE SPACING

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.





1151 W Main Avenue
 DePere, WI 54115
 Sales Rep: Troy Redfearn
 Ph: (920) 360-4446
 www.MonroeTruck.com

Quotation ID: 2MAW003880
 Date: 6/27/2024
 Valid thru: 7/27/2024
 Terms: NET 30
 Quoted by: Mark Woelfel
 Ph/Fax: 920-347-4181 / 920-336-8118

Quoted to:

SHEBOYGAN, CITY OF (ATTN:)
 828 CENTER AVE ATTN: PURCHASNG
 SHEBOYGAN, WI 53081-4497
 Ph: 920-459-0246 / Fax: 920-459-3967
 Email:

Chassis Information

Year: 2025	Make: FREIGHTLINER	Model: 114 SD	Chassis Color:	Cab Type: REGULAR
Single/Dual: DRW	CA:	CT: 149.0	Wheelbase: 232.0	Engine: DIESEL
			F.O. Number #:	Vin:

Notes:

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

Description	Amount
CRYSTEEL DUMP BODY PACKAGE - 180" x 87" ID x 99" OD - 1/2 x 78" CABSHIELD, 100% WELDED - 64" STRAIGHT FRONT MADE OF 3/16 AR450 STEEL - 64" TAPERED SINGLE PANEL SIDES MADE OF 3/16 AR450 STEEL - TOP RAIL AND SIDE RUBRAIL MADE OF STAINLESS STEEL - 54" SLOPED ASPHALT REAR MADE OF 3/16 AR450 STEEL - TAILGATE PERIMETER MADE OF STAINLESS STEEL - TAILGATE HARDWARE UNDER FLOOR MADE OF STAINLESS STEEL - 8 WESTERN TUBULAR FRAME MADE OF 1/4" STAINLESS STEEL - 1/4" AR450 STEEL FLOOR - HYDRAULIC HIGH LIFT TAILGATE - AIR TAILGATE RELEASE - RIGID LADDER LEFT FRONT AND REAR - STAINLESS STEEL REAR PILLAR AND REAR RUBRAIL - 3 OVAL CUT-OUTS IN REAR PILLAR - QUICK RELEASE SNAP STYLE RUBBER MUDFLAPS - SHOVEL HOLDER - BLASTED, PRIMED, PAINTED ONE COLOR, NON-METALLIC - UNDERCOAT UNDERSIDE OF BODY - AERO 550 ASPHALT ELECTRIC TARP SYSTEM - ALUM TARP HOUSING - ALUM ARMS W/ TENSION BOW - VIBRATOR INSTALLED - MERCURY SWITCH TO LIMIT BODY UP - FABRIACTED ASPHALT BAFFLES M63138 TELESCOPIC HOIST - DOUBLE ACTING - BODY PROPS - COMPOSITE REMOVABLE PIN HINGE TRUCK PORTION - FLAT-FOLD LIFT ARM HITCH W/ INTEGRAL QCP RECEIVER - 4X10 DA PLOW LIFT CYLINDER MONROE TORSION TRIP EDGE "J" STYLE REVERSIBLE PLOW - 39" HIGH X 12' LENGTH - 10 GAUGE STEEL MOLDBOARD - (10) 1/2" ONE-PIECE FLAME CUT RIBS - 2" X 3" X 3/8" TOP ANGLE - 4" X 4" X 3/4" BOTTOM ANGLE - (6) ADJUSTABLE 3/4" TORSION TRIP SPRING ASSEMBLIES FOR A TWO-SECTION TRIP - TWO-PIECE CUTTING EDGE - 4" X 4" X 3/8" CROSS-TUBE SUPPORT - 3-1/2" X 3-1/2" X 1/2" SEMI-CIRCLE	



Description	Amount
-------------	--------

- (2) 3" X 10" DOUBLE ACTING REVERSE CYLINDERS WITH CUSHION VALVE
- BUILT-IN MONROE LEVEL LIFT ASSEMBLY
- MOLDBOARD AND PUSHFRAME TO BE 100% CONTINUOUSLY WELDED
- MOLDBOARD POWDER COATED ORANGE
- PUSH FRAME POWDER COATED BLACK
- * PARKING JACK
- RUBBER SNOW DEFLECTOR
- PLOW PORTION HITCH, LOOP

- 9' MONROE, DOUBLE FUNCTION, STRAIGHT, TRIP-EDGE PATROL WING (RIGHT SIDE)
- 35" HIGH INBOARD & OUTBOARD, 3/16" THICK MOLDBOARD
- FRONT RH PARA-GLIDE POST
- 4X14 DA FRONT HEEL LIFT CYLINDER
- 4" X 4" X 3/4", A36 STEEL, BOTTOM ANGLE W/ 1" THICK WELDED TRIP HINGE BLOCKS
- TOP OF BOTTOM ANGLE BOXED TO THE MOLDBOARD W/ 3/4" PLATE FOR ADDITIONAL STRENGTH
- 1/2" THICK ONE-PIECE VERTICAL & INTERLACED DESIGNED HORIZONTAL RIBS
- STANDARD 100% WELDED
- TRIP SECTION ANGLE ASSEMBLY: 3/4" X 3" X 4", A36 STEEL W/ 3/8" THICK TRIP HINGE BLOCKS
- 5/8 x 8 TOP PUNCH CUTTING EDGE KIT
- ANGLES PIVOT ON 1-1/4" COLD ROLLED, 1040 STEEL HELD IN PLACE BY 1/2" X 2" EXPANSION PINS
- (6) 3/4" SQUARE WIRE TORSION SPRINGS W/ 3-3/4" OUTSIDE DIAMETER & 11" COILS
- SHOT BLASTED & POWDER COATED ORANGE
- POWDER COATED BLACK HARDWARE
- HYD PUSHARM, 4X28 D/A CYLINDER
- * MARKER ON WING TOE AND HEEL
- * WING SIDE FRONT AXLE AIR BAG

- MONROE V-BOX SPREADER 14' LONG X 56" TALL X 84" WIDE
- 201 STAINLESS STEEL CONSTRUCTION
- 10 GAUGE HOPPER
- 7 GAUGE FORMED LONG-SILLS SLOTTED FOR DRIVE AND IDLER SHAFT REMOVAL
- 2 DRIVE & IDLER SHAFTS
- 45 DEGREE SLOPED SIDES
- * DUAL AUGER
- 4-CORNER LIFT SYSTEM
- 50:1 GEAR BOX
- HYD INTERLOCK FOR TOP GRATES
- STAINLESS STEEL SKID W/ FRONT AND REAR LEGS
- GREASE EXTENSION KIT
- RUBBER SIDE FLAPS
- TWIN 650 GAL LIQUID TANKS
- SINGLE LANE CLOSED LOOP ANTI-ICE SPRAY BAR
- RUBBER FLAPS FORWARD AND BEHIND SPRAY BAR
- GRAVITY PRE-WET W/ SPRAY NOZZLES IN AUGER CHUTE
- STAINLESS STEEL TIP-UP SPINNER ASSY

- ELECTRIC HYDRAULICS PACKAGE
- HOT SHIFT PTO W/ EXT SHAFT
- TXV92 PUMP
- HP FILTER
- STAINLESS STEEL BEHIND CAB VALVE ENCLOSURE AND 40 GA OIL TANK
- ADD-A-FOLD ELECTRIC VALVE SECTIONS
 - D/A HOIST, D/A PLOW, D/A PLOW ANGLE, D/A WING TOE/HEEL W/ SEQUENCE VALVE, D/A HYD PUSHARM, REVERSING AUGER, S/A HIGH LIFT TAILGATE, ANTI-ICE, SPINNER
- FORCE ULTRA 3-STICK SSC6100 GROUND BASED SPREADER CONTROL
- CLOSED LOOP AUGER AND ANTI-ICE
- GRAVITY PRE-WET
- STAINLESS STEEL LINES, PLOW, WING, AUGER/SPINNER/ANTI-ICE
- STAINLESS STEEL COUPLERS, PLOW ANGLE, HYD INTERLOCK, HYD PUSHARM, AUGER/SPINNER/ANTI-ICE

- LIGHTING:
- LED S/T/T LIGHTS MOUNTED IN S/S LIGHTBOX ON V-BOX LEG
- ALUM ROOF BAR
- (2) LED AMBER/GREEN LIGHTBAR MOUNTED ON ALUM ROOF BAR
- (2) LED AMBER/GREEN STROBES IN REAR POST
- CLEAR WORK LIGHT
- AMBER WORK LIGHT

Description	Amount
Sourcewell Contract # 062222-AEB-1	Quote Total: \$241,275.00

**** DUE TO CURRENT MARKET CONDITIONS, IF THE CHASSIS WILL NOT BE ON-GROUND AT MONROE TRUCK EQUIPMENT WITHIN 240 CALENDAR DAYS OF ORDER DATE, WE WILL REQUIRE A MINIMUM 50% DOWN PAYMENT BEFORE THE 210TH DAY. IF YOU ARE NOT ABLE TO PROVIDE A DOWN PAYMENT, YOUR MUNICIPALITY COULD BE SUBJECT TO A MINIMUM OF 3% - 5% PRICE INCREASE ON BID PRICE AT TIME OF INVOICE!**

Down Payment Due Date: _____

Description	Amount	Add to quote? Yes / No
REUSE EXISTING V-BOX	DEDUCT: \$72,874.00	Yes / No
ADD LEFT HAND WING - INCLUDES ALL HYDRAULIC RELATED ITEMS NEEDED - INCLUDES ALL LIGHTING RELATED ITEMS NEEDED	ADD: \$26,969.00	Yes / No
UPGRADE PLOW TO POLY	ADD: \$3,406.00	Yes / No
UPGRADE WING TO POLY	ADD: \$1,336.00	Yes / No

Terms & Conditions

- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- State and Federal taxes will be added where applicable. Out-of-state municipal entities may be subject to Wisconsin sales tax.
- Restocking fees may be applicable for cancelled orders.
- MTE is not responsible or liable for equipment that does not meet local/state regulations if those laws are not made known at time of order.

By signing and accepting this quote, the customer agrees to the terms listed above and has confirmed that all chassis information listed above is accurate to chassis specs.

Re-Assign (Required for all pool units): <input type="checkbox"/> Fleet <input type="checkbox"/> Retail	MCO/MCO (ONLY check if legally required): <input type="checkbox"/> MCO <input type="checkbox"/> MSO
Customer Signature:	Customer P.O. Number: Date of Acceptance:

241,275.00 PER TRUCK
26969.00 ADD (1) LEFT WING

TRUCK (1) 241,275.00
(1) 268,244.00

**General Terms and Conditions for the Sale of Goods by
Subsidiaries of ASH North America, Inc.**

1. SCOPE AND VALIDITY

1.1. These General Terms and Conditions for the Sale of Goods (these "Terms") govern the sale and delivery of all goods and products (the "Products"), and all transactions incidental thereto, by such subsidiary of ASH North America, Inc. identified on the respective Con-firmed Order (as defined below) as the seller or supplier ("Seller") to any of its customers (each a "Customer"). The liability of each such subsidiary under these Terms or any Confirmed Order shall be several and not joint. Customer acknowledges and agrees that nothing in these Terms or any Confirmed Order shall be construed as implying joint liability in any case of ASH North America, Inc. or any of its subsidiaries. Each Seller shall be solely responsible for its own acts or omissions under the respective agreement with Customer.

1.2. No other terms or conditions shall be of any force or effect unless otherwise specifically agreed upon by Seller in a writing duly executed by an authorized officer of Seller. These Terms supersede any and all prior oral quotations, communications, agreements, or under-standings of the parties in respect to the sale and delivery of the Products. The Seller may issue additional Terms and Conditions of Sale for certain products. These shall apply in addition to the present Terms. Any additional or different terms or conditions contained in Customer's Order (as defined below), response to Seller's confirmation, or any other form or document supplied by Customer are hereby expressly rejected and are rendered null, void, and of no effect. These Terms may not be modified, amended, waived, superseded, or rescinded, except by written agreement signed by an authorized officer of Seller. Delivery of the Products by Seller does not constitute acceptance of any of Customer's terms and conditions and do not serve to modify or amend these Terms.



1.3. The issuance of an Order (as defined below) by Customer to Seller or any communication or conduct of Customer which confirms an agreement for the delivery of Products by Seller, as well as acceptance in whole or in part by Customer of any delivery of Products by Seller, shall be construed as Customer's acceptance of these Terms.

2. OFFERS, ORDERS AND CONFIRMATION

2.1. Unless otherwise specified by Seller in writing, all offers made by Seller are not binding and may be revoked by Seller at any time without any liability to Customer.

2.2. Customer shall issue to Seller orders for the purchase of Products, in written form via the order process determined by Seller from time to time (each, an "Order"). By issuing an Order to Seller, Customer makes an offer to purchase the Products pursuant to these Terms and the terms set forth on such Order. Provided that the Order contains the same terms as in Seller's corresponding offer, the Order shall be binding on Customer for six (6) weeks after Seller's receipt of such Order.

2.3. Seller may refuse an Order for any or no reason. No Order is binding upon Seller until Seller's acceptance of the Order in writing, the issuance of any governmental permit, license, or authority to Seller, as may be required under applicable laws, rules and regulations, and the receipt by Seller of a resale license to be provided by Customer (a "Confirmed Order").

2.4. Specifications and other information on drawings, data sheets, pictures, plans, brochures, catalogs, or Seller's website shall not be binding on Seller unless such specifications and information have been agreed to in writing by Seller in a Confirmed Order. Notwithstanding a Confirmed Order, Seller shall have no obligation to deliver Products to Customer or otherwise fulfill any of its obligations set forth in a Con-firmed Order if Customer is in breach of any of its obligations hereunder or any Confirmed Order.

2.5. Customer may submit to Seller written requests to change the terms of a Confirmed Order (each such request, a "Change Order Re-quest"). Seller may, at its sole discretion, consider such Change Order Request, provided that Seller will have no obligation to perform any Change Order Request unless and until Seller has agreed in writing to adopt such Change Order Request. If Seller elects to consider such a Change Order Request, then Seller shall promptly notify Customer of any adjustment to the applicable purchase price for the Products.

2.6. In the event Customer cancels any Confirmed Order for any reason, Customer shall reimburse to Seller all of Seller's costs and expenses associated with or incurred due to such cancellation, including but not limited to the cost of raw materials, labor, and storage if cancellation occurs before Seller's commencement of production. In the event Customer cancels any Confirmed Order for any reason and Seller has started the production of the Product on the respective Con-firmed Order, Customer shall pay to Seller the full purchase price.

2.7. Each Confirmed Order shall be considered a separate agreement between the parties, and any failure to deliver the Products under any Confirmed Order shall have no consequences for other deliveries of Products.

3. PRICES

3.1. Unless otherwise agreed to by the parties in the applicable Confirmed Order, the prices of the Products shall be FCA (agreed de-livery location on the applicable Confirmed Order), Incoterms 2022.

3.2. Unless otherwise agreed by the parties in a Confirmed Order, the price of the Products shall not include transportation, insurance, packaging, and Tooling (as defined below) and other materials used for the manufacturing and delivery, sales or Heavy Vehicle Use Tax (HVUT), other use tax or any other similar applicable federal, state or foreign taxes, duties, levies, or charges in any jurisdiction in connection with the sale or delivery of the Products ("Taxes"), Such Taxes shall be payable by Customer, and if Seller is responsible for the collection thereof, such Taxes shall either be added to the price invoiced or be separately invoiced by Seller to Customer. Any special requests concerning shipping, transportation, and insurance shall be communicated to Seller in a timely manner and subject to Seller's prior written approval. Customer shall bear all costs resulting from such requests.

In case of lead delivery times of more than two (2) months, Customer hereby acknowledges and agrees that Seller, may, at its sole discretion, increase or decrease the agreed prices on any Confirmed Order in the event of material price changes in wages, materials, energy or raw material after the date of the Confirmed Order.

4. PAYMENT TERMS

4.1. Except as set forth in Section 4.2 or unless otherwise agreed in writing by Seller, the purchase price for the Products and all other amounts due under a Confirmed Order shall be due and payable in US dollars within thirty (30) days following the date of Seller's invoice for such Products without any discount, deduction or offset whatsoever. In no event shall any loss, damage, injury or destruction, Force Majeure (as defined below), or any other event beyond Customer's control re-lease Customer from its obligation to make the payments required herein. Payment of all amounts due hereunder shall be made by bank transfer or in any other manner set forth on Seller's invoice. Customer shall be solely responsible for any bank fees, or other fees, incurred due to the wire transfer or any other selected payment method. If Seller agrees to payment by credit card, Seller shall charge an appropriate transaction fee, which the Customer shall also pay.

4.2. In the event Seller becomes aware of circumstances or has rea-son to believe that there are circumstances that may have an adverse effect on Customer's financial condition, Seller may require the Customer to pay the total amount of the purchase price or fees, or a portion thereof prior to the delivery of the Products. Seller may, without any liability to Customer, refuse the delivery of any Product in the event the Customer fails to make the payment as required under this Section 4.2.

4.3. Time is of the essence for the payment of all amounts due to Seller under any Confirmed Order. If Customer fails to make payments of any amount when due, Customer shall pay interest to Seller at the rate of one percent (1%) per month or such lesser amount as may be permitted by applicable law starting from the due date until payment to Seller of such amount in full. In addition to the interest, Seller may, at its sole discretion, charge the Customer a flat fee of \$40 for each re-minder notice issued to Customer due to late payments. If Customer fails to comply with these Terms or a Confirmed Order, or if Customer becomes insolvent, all balances then due and owing to Seller shall be come due immediately, notwithstanding any payment terms agreed by the parties. All costs and expenses incurred by Seller with respect to the collection of overdue payments (including, without limitation, rea-sonable attorney's fees, expert fees, and other expenses of litigation) shall be borne by Customer. Every payment by Customer shall first be applied to pay for Seller's cost of collection, then interest owed by Customer, and then to the oldest outstanding claim.

4.4. Notwithstanding anything in the foregoing Section 4.3 or Section 5, if the parties agreed on installment payments in a Confirmed Order and Customer fails to make any installment payment when due, the remaining balance including accrued interest, and any expenses incurred by Seller shall be due and payable to Seller promptly upon Customer's receipt of written notice of delinquency from Seller.

5. SECURITY INTEREST

5.1. If Seller extends credit to Customer for the purchase price for any Products (including but not limited to pursuant to Section 4.1.), or any other amounts due to Seller, Customer hereby grants to Seller as security for the timely payment and performance of all Customer's payment obligations to Seller, a first priority security interest (the "Security Interest") in all Products heretofore or in the future delivered to Customer and in the proceeds thereof for as long as such Products shall not have been sold by Customer in the ordinary course of business (the "Collateral"). Seller shall be entitled to file any and all financing, continuation, or similar statements under the Uniform Commercial Code in any jurisdiction and take any and all other action necessary or desirable, in Seller's sole and absolute discretion, to perfect its Security Interest in the Collateral and to establish, continue, preserve, and protect Seller's Security Interest in the Collateral. Customer agrees to take any and all actions and provide Customer with all information necessary to enable Seller to perfect and enforce its Security Interest in all jurisdictions and vis-à-vis any of Customer's creditors, and hereby irrevocably grants to Seller a power of attorney to execute all necessary statements or documents in Customer's name for the perfection and enforcement of such Security Interest. The Security Interest shall remain in force until payment in full of the entire purchase price for such Products, and any other amounts due to Seller by Customer. Seller may, without notice, change or withdraw extensions of credit at any time.

6. OBLIGATIONS OF CUSTOMER

6.1. Customer shall use the Products solely for their intended purpose and pursuant to Seller's instructions, and agrees to use only qualified personnel for the handling of the Products. Customer shall ensure that its customers, employees, agents, and other representatives comply with this Section 6.1. and shall be responsible for their acts and omissions.

7. DELIVERY AND ACCEPTANCE

7.1. Unless otherwise agreed in writing by Seller, all deliveries of Products shall be made FCA (agreed delivery location) (Incoterms 2020) and title to and risk of loss for the Products shall pass to Customer upon delivery pursuant to this Section 7.1.

7.2. Any delivery and performance times or dates communicated by or on behalf of Seller are estimates and shall not be binding on Seller. Seller may make partial delivery of Products to be delivered under any Confirmed Order and invoice Customer separately for such partial deliveries or performance. If Customer has not received the Products after six (6) weeks from the estimated delivery date, Customer may make a written request to Seller for delivery. Customer hereby acknowledges and agrees that the actual delivery date of the Products is conditioned upon the complete, accurate and timely delivery of materials from Seller's vendors and suppliers. No delay in delivery of any Products shall relieve Customer of its obligation to accept the delivery or performance thereof and make payments of any amounts due in accordance with these Terms, including but not limited to delays caused governmental restrictions on exports or imports and similar measures.

7.3. Customer's failure to accept the delivery of Products pursuant to a Confirmed Order shall not release or excuse Customer from its obligation to timely pay all amounts due in connection with such Confirmed Order. The Products shall be deemed delivered at the time they have been made available to Customer. If Customer rejects or revokes acceptance of Products, or fails to pay any amounts when due, Seller, in its sole and absolute discretion, may extend the period of delivery of Products by such period as Seller may deem reasonable with such period not exceeding three (3) months from the agreed delivery date, or withhold or cancel delivery of any Products, or cancel any or all Confirmed Orders without any further obligations to Customer whatsoever.

In such event, Customer shall be responsible for any and all costs and expenses incurred, or damages or losses suffered by Seller in connection with any such delay notwithstanding any action or inaction by Seller with regard to such delay. Any remaining Products that have not been accepted by Customer within the extended delivery period determined by Seller will be delivered and invoiced by Seller to Customer and Customer agrees to accept such delivery and pay for the purchase price and other amounts payable for the delivered Products.

8. EXAMINATION AND CONFORMITY TO ORDER

8.1. Promptly upon receipt of any Products, Customer shall conduct a full and complete inspection of such Products as to any defects and to confirm compliance with all requirements of the applicable Confirmed Order. Customer shall notify Seller in writing of any packaging defects, apparent defects, or non-compliance of such Products with the applicable Confirmed Order that Customer has or could reasonably have discovered during such inspection within seven (7) days from the date of receipt of such Products, and Customer shall notify Seller in writing within three (3) days of the date on which Customer shall first have become aware of any hidden defect or non-compliance which could not reasonably have been discovered during Customer's initial inspection of the Products. Such notification shall include reasonable details (including images) on the alleged defects including lot, batch, or Order numbers.

8.2. If Customer fails to timely notify Seller of any defects or other non-compliance of any Products delivered or Customer (or its customers, employees, agents, or representatives) uses, destroys, or modifies any Products that Customer knows or should have known to be defective or non-compliant without Seller's prior written consent, Customer shall be deemed to have unconditionally accepted such Products and waived all of its claims for breach of warranty or otherwise in respect of such Products.

8.3. Customer may only return the Products to Seller with Seller's prior written approval. If the return has been approved by Seller, Customer shall return the Products to Seller at Customer's sole risk and expense to the destination directed by Seller.

8.4. Complaints of Customer in connection with the shipping or transport shall be directed to the carrier promptly upon receipt of the delivery or the freight documents.

9. LIMITED PRODUCT WARRANTY

9.1. Seller warrants to Customer that the Products will be free of defects in material and workmanship and conform with the requirements set forth in the applicable Confirmed Order for a period of twelve (12) months from the date of delivery for new business Products and ninety (90) days for after sales Products. (the "Limited Product Warranty").

9.2. Unless expressly agreed to in writing by Seller, Seller makes no warranty that the Products comply with applicable law, regulations, or specifications in any jurisdiction in which the Products may be used, integrated or incorporated. Any governmental or other approvals necessary in connection with the use, integration or incorporation of the Products shall be Customer's sole responsibility.

9.3. The Limited Product Warranty shall be void if the Defect (as defined below) resulted from (a) improper or inadequate use, storage, handling, operation, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following delivery of the Product, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

9.4. In the event of an alleged breach of the Limited Product Warranty (a "Defect"), Customer shall, at Customer's sole expense, send the Product to Seller. Seller shall conduct the necessary tests on such Product within a reasonable period. If Seller confirms the Defect, Seller shall, at its sole option and discretion, repair or replace the Defective Product. If the repair or replacement of the Defective Product is commercially unreasonable to Seller, Seller may, at its sole discretion, issue a refund to Customer in the amount Seller deems adequate. Such repair, replacement, or refund shall be the sole liability of Seller and the sole remedy of Customer with respect to a Defect. In no event shall any warranty claims for a Defect be made after twelve (12) months from the date of Customer's receipt of the Products. Any Products or parts returned to Seller for removal or repair under this Section 9.4 shall be the property of Seller. Any applicable Limited Product Warranty period shall not start anew with the repair or replacement of the Defective Product (or any portion thereof).

9.5. Except for Limited Product Warranty, SELLER HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. Seller makes no other warranties with respect to the Products, and no person is authorized to make any warranties on behalf of Seller that are inconsistent with the warranties set forth under this Section 9.

10. LIMITATION OF LIABILITY

10.1. IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER, ITS CUSTOMERS, EMPLOYEES, AGENTS, AND OTHER REPRESENTATIVES FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF

SUCH DAMAGES. NOTWITHSTANDING ANY OF THE TERMS CONTAINED HEREIN, SELLER'S LIABILITY FOR ANY CLAIM – WHETHER BASED UPON CONTRACT, TORT, EQUITY, NEGLIGENCE, OR ANY OTHER LEGAL CONCEPT – SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PRODUCTS. GIVING RISE TO SUCH CLAIM. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THESE TERMS FAIRLY ALLOCATE THE RISKS BETWEEN SELLER AND CUSTOMER, THAT SELLER'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, SELLER WOULD NOT HAVE ENTERED INTO AN AGREEMENT WITH CUSTOMER FOR THE SALE OF THE PRODUCTS.

10.2. Seller shall not be liable for, and Customer assumes responsibility and shall indemnify, defend, and hold Seller harmless for any and all claims, including without limitation claims for personal injury or property damages, resulting from (a) the improper or inadequate use, storage, handling, operation, assembly, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, or repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's re-quests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following the delivery of the Products, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, or (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

10.3. In jurisdictions that limit or preclude limitations or exclusion of remedies, damages, or liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages, or liability set forth in these Terms are intended to apply to the maximum extent permitted by applicable law, and these Terms shall be deemed amended to comply with such limitations or exclusions. Customer may also have other rights that vary by state, country or other jurisdiction.

11. CONFIDENTIALITY

11.1. "Confidential Information" means: (i) any know-how, trade secrets, and other business or technical information of Seller that is confidential or proprietary or due to its nature or under the circumstances of its disclosure the Customer knows or has reason to know should be treated as confidential or proprietary, including but not limited to quotations, drawings, project documentation, samples and models.

11.2. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of these Terms by the Customer; (ii) is rightfully known by the Customer at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Customer without use of Seller's Confidential Information; (iv) is rightfully received by the Customer from a third party without restriction on use or disclosure; or (v) is disclosed with Seller's prior written approval.

11.3. Customer shall not use Seller's Confidential Information except as necessary to use the Products and will not disclose such Confidential Information to any third party except to those of its employees, agents, subcontractors, or representatives who have a bona fide need to know such Confidential Information to enable Customer to use the Products; provided that each such employee, agent, subcontractor, and/or representative is/are bound by a written agreement that contains use and nondisclosure restrictions not less stringent than the terms set forth in this Section 11.3. The Customer will employ all reasonable steps to protect Seller's Confidential Information from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. The foregoing obligations will not restrict the Customer from disclosing Seller's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Customer gives reasonable notice to Seller to contest such order or requirement; (ii) to its legal or financial advisors; and (iii) as required under applicable securities regulations.

11.4. In the event of a violation or threatened violation of Customer's obligations under this Section 11, Seller shall be entitled to seek equitable relief, including in the form of a restraining order, orders for pre-liminary or permanent injunction, specific performance and any other relief that may be available from any court, without the requirement to secure or post any bond, or show actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but in addition to all other remedies available under these Terms, at law, or in equity.

12. INTELLECTUAL PROPERTY

12.1 Seller reserves the sole and exclusive ownership of the intellectual property rights in the Products (including but not limited to the technology used to manufacture the Products) and any improvements thereof regardless of inventorship or authorship. Customer shall not (and shall cause its employees, agents, representatives and customers to not) reverse engineer, decompile, disassemble, or decode any of Seller's intellectual property embedded or used in any of the Product.

13. FORCE MAJEURE

13.1. Seller shall not be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, disruptions of the public power supply, communications, and transportation infrastructure, government measures, malware or hacker attacks, fire, extraordinary weather events, epidemics, pandemics (or any government restrictions implemented as a result thereof), nuclear and chemical accidents, earthquakes, war, terrorist attacks, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, or other acts of God.

14. MISCELLANEOUS

14.1. If any provision contained in these Terms or any Confirmed Order is held by final judgment of a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalid, illegal, or unenforceable provision shall be severed from the remainder of these Terms or such Confirmed Order, and the remainder of these Terms or such Confirmed Order shall be enforced. In addition, the invalid, illegal, or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these Terms, such modification being made to the minimum extent necessary to render such provision valid, legal, and enforceable.

14.2. Seller may assign its rights and/or delegate its liabilities under any Confirmed Order at any time. Customer may not assign its rights or delegate its responsibilities under a Confirmed Order without Seller's prior written consent.

14.3. Seller's waiver of any breach or violation of these Terms or the provisions of any Confirmed Order by Customer shall not be construed as a waiver of any other present or future breach or breaches by Customer.

14.4. The parties hereto are independent contractors and nothing in these Terms will be construed as creating a joint venture, partnership, employment, or agency relationship between the parties.

14.5. Notices by a party regarding the exercise of rights and obligations under these Terms must be signed by authorized representatives of such party, and delivered via courier, mail, or e-mail to the other party's address indicated in the applicable Confirmed Order, provided that a notice by e-mail shall only be validly given if receipt thereof is acknowledged in writing by the recipient.

15. ENTIRE AGREEMENT; CONFLICTS.

15.1. These Terms, including the applicable Confirmed Order, constitute the entire and exclusive agreement of the parties regarding the subject matter hereof and supersede any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter. In the event of a conflict between the provisions of these Terms and the provisions of a Confirmed Order, the provisions of the Confirmed Order will govern and control. Seller may amend or modify these Terms from time to time. Seller may, at its sole discretion, provide Customer with written notice of any such changes, revisions, amendments, or modifications, provided, however that any such changes, revisions, amendments, or modifications shall become effective without any further action by any party and that they shall not apply to any Confirmed Order prior to the effective date of such changes, revisions, amendments, or modifications.

16. APPLICABLE LAW AND JURISDICTION

16.1. These Terms and the Confirmed Orders shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would defer to or cause the application of the substantive laws of any jurisdiction other than Wisconsin. The parties hereby expressly exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

16.2. Any dispute, controversy, or claim arising out of or relating to these Terms and any Confirmed Order, including but not limited to the execution, performance, or termination thereof or to any issue of liability arising out of the performance of these Terms or any Confirmed Order, which the parties have not been able to settle amicably shall be submitted to the exclusive jurisdiction of the state or federal courts with jurisdiction in the County of Calumet, Wisconsin, provided that notwithstanding the foregoing, Seller shall be entitled to seek specific performance and injunctive relief in any court of competent jurisdiction. Each party hereby waives any and all claims, pleas, or defenses (including without limitation a plea for *forum non conveniens*) that would permit such party to seek the jurisdiction of any courts or arbitration tribunals other than those set forth in the preceding sentence.

16.3. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR IN-DIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS.

**CITY OF SHEBOYGAN
RESOLUTION 99-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

OCTOBER 7, 2024.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with HDR Engineering, Inc. for the design of a movable pedestrian bridge connecting the South Pier promenade with the area of Riverfront Drive and Virginia Avenue.

WHEREAS, the City of Sheboygan desires to construct a movable pedestrian bridge connecting the South Pier promenade with the area of Riverfront Drive and Virginia Avenue (“the Project”); and

WHEREAS, the City has been awarded a USDOT RAISE Grant for a significant portion of the costs associated with the Project; and

WHEREAS, HDR Engineering, Inc. possesses the requisite skill, knowledge, and experience to provide design services for the Project.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to execute a contract that is substantially similar to the attached, with HDR Engineering, Inc. for design and engineering services relative to the movable pedestrian bridge connecting South Pier promenade with the area of Riverfront Drive and Virginia Avenue.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to draw funds from Account No. 421660-641100 (TID 21 Fund – TID 21 – Improvements Other Than Buildings) upon the agreement being fully executed by all parties, to pay for such services 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

**SHORT FORM AGREEMENT BETWEEN OWNER AND
HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES
AGREEMENT NUMBER _____**

THIS AGREEMENT is made as of this 25th day of September, 2024, between THE CITY OF SHEBOYGAN (“OWNER”) a municipal corporation, with principal offices at The City of Sheboygan Department of Public Works, and HDR ENGINEERING, INC., (“ENGINEER” or “CONSULTANT”) for services in connection with the project known as Sheboygan Movable Pedestrian Bridge (“Project”);

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

SECTION IV. COMPENSATION

Compensation for ENGINEER’S services under this Agreement shall be on the basis of

Direct Labor Costs times a factor of 2.85 for the services of ENGINEER’S personnel engaged on the Project, plus Reimbursable Expenses, estimated to be \$1,491,821.11, and ENGINEER’S technology charges, if any, estimated to be \$0.00.

The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the ENGINEER’S compensation as Reimbursable Expenses.

Compensation terms are defined as follows:

Direct Labor Cost shall mean salaries and wages, (basic and overtime) paid to all personnel engaged directly on the Project. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually as of the first of every year to reflect equitable changes to the compensation payable to Engineer.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, technology charges, telephone, telex, shipping and express, and other incurred expense.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services within the time period(s) described in Exhibit A.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

SECTION VI. SPECIAL PROVISIONS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

THE CITY OF SHEBOYGAN
"OWNER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

HDR ENGINEERING, INC.
"ENGINEER"

BY: *Christine A. Wiegert*

NAME: Christine A. Wiegert

TITLE: Sr. Vice President

ADDRESS: 1601 Utica Ave S, #600
St. Louis Park, MN 55416

EXHIBIT A
SCOPE OF SERVICES

SCOPE OF WORK

City of Sheboygan Movable Pedestrian Bridge

PROJECT OVERVIEW

The City of Sheboygan (CITY) proposes to construct a movable bicycle and pedestrian bridge over the Sheboygan River in the vicinity of Virginia Avenue to the west, and the South Pier promenade to the east.

This project will be broken into four phases as listed below:

- Phase 1A – Site and Concept Evaluation
- Phase 1B – Preliminary Design and NEPA
- Phase 2 – Final Design and PS&E
- Phase 3 – Advertising and Construction Contract Award

Under this contract, the consultant will recommend and facilitate selection of the bridge alignment and type, according to a study of the site and the CITY's priorities; and prepare design contract plans, estimates and specifications for construction of the project. While determinations for the span type and alignment have not yet been completed, its characteristics will influence the required design effort. For this reason, a single-leaf rolling bascule concept has been adopted for the purposes of scope and fee development. This concept includes minimal elevation requirement, bascule support at east shoreline, hydraulic-cylinder drive, overhead counterweights, a single in-water pier supporting the bascule toe and the adjacent approach span.

The CITY is Contracting HDR Engineering (CONSULTANT) to complete the field surveys; a site visit; geotechnical investigations; hydraulic study; recommended selection support for path alignment and bridge type; preliminary agency coordination, and utility coordination, preliminary and final design; submission of plans, specifications, estimates, and construction bidding documents. Contractor prequalification and construction services are considered additional services to this contract.

A. CONTRACTING AND PROJECT MANAGEMENT

Project Management will include work necessary for the effective communication and coordination of the project for completion of project tasks on time and within budget.

1. Project Management and Administration
2. Monthly Billing, Invoice, and Progress Reports
3. Work Plan Schedule
4. CITY Kickoff/Progress Meetings – 3 meetings (1 Kickoff and 2 Progress)
5. Quality Management Plan and Reviews - The Consultant's Project Manager and Quality Assurance Manager will develop a Quality Management Plan (QMP) to be submitted to the City for review and approval. The Consultant's Project Manager will be responsible for reviewing deliverables, prior to submittal, to confirm compliance with the project specific QMP. The Quality Assurance Manager will be responsible for verifying the procedures identified in the QMP are being implemented prior to deliverable submittals.

ITEMS PROVIDED BY THE CITY

The CITY will provide the following items to the consultant:

1. Previous plans and "as-built" plans applicable to the site (as available) – including 8th Street Bridge, Seawalls, Boardwalk, Promenade, Utilities, City Sewer/Drainage Details, Roadways, and Facilities.
2. Existing traffic/bicycle/pedestrian counts and analysis, as available
3. LIDAR Data

4. Historical Data
5. Coordination with other waterfront design initiatives
6. Existing right-of-way plats (as available)
7. CAD/survey files with contours (as available including utility files)
8. Assistance with securing location(s) for public engagement events and providing a mailing list and sending out invitations to the Open House.
9. River cleanup documentation (~2012)
10. Other consultant proposals from the interview
11. Copy of RAISE Grant application and agreement
12. Copy of Master plan for development (Smith group of Madison)
13. Aesthetic lighting with Vanderwall in downtown area.
14. Payment for any associated permits for the project
15. Real estate acquisition and conveyance documents

DESIGN CRITERIA

Project plans will follow design criteria from the manuals listed below (listed in order of precedence):

- *WisDOT Bridge Design Manual*
- *WisDOT Facilities Design Manual*
- *WisDOT Standard Specifications*
- *AASHTO LRFD Bridge Design Specifications*
- *AASHTO LRFD Movable Highway Bridge Design Specifications*
- *AASHTO LRFD Bridge Construction Specifications*
- *AASHTO LRFD Pedestrian Bridge Guide Specification*
- *Americans with Disabilities Act*
- *PTI Guide Spec for Cable Supported Bridges*
- *CPTED Urban Design*
- *Complete Streets*

SCHEDULE

The following schedule assumes a NTP date of 11/1/24. RAISE Grant funds must be obligated (Final Plans and bid documents completed) by 2028:

- Phase 1A
 - Field Survey and Bathymetric Survey – March 2025
 - Geotechnical Borings and Geotechnical Report – April 2025
 - Structure Type & Location Technical Memo – June 2025
- Phase 1B
 - 30% Roadway and Structure Plans – September 2025
 - Environmental Document Submittal – December 2025
- Phase 2
 - 60% Plans (Site Plans Only) – January 2026
 - Real Estate Acquisition and Utility Relocations – February 2026 – December 2026
 - Pre PS&E (90% site plans and Final Structure Plans) – August 2026
 - PS&E – October 2026
- Phase 3
 - Letting – December 2026
 - Construction beginning in 2027

PHASE 1A – SITE/CONCEPT EVALUATION

This phase includes the compiling of existing site information including conducting geotechnical borings as well as field and bathymetric survey. It also includes a bridge type and location study analysis and recommendation.

A. SURVEY, GEOTECHNICAL, UTILITIES AND SITE VISITS

This section (summarily listed below) includes a site visit for consultant staff to the tender house at the 8th Street Bridge. It also includes field survey and bathymetric survey - both services have been subcontracted to KL Engineering. Geotechnical borings will be conducted in this phase. Depending on the recommended bridge type, it may be necessary to conduct borings within the river. It was discussed that the river is approximately 18' deep at this location; the ECS Midwest barge allows for geotechnical borings up to a maximum river depth of 20'. Inquiries will be made of available information from local mariners and navigation officials (i.e., US Army Corps of Engineers as well as US Coast Guard) to inform the type and location study. This phase also includes a preliminary meeting with the WDNR and the US Coast Guard to determine if bridge pier(s) will be allowed in the river. FEMA's mapped 100-year floodplain encompasses property and buildings operated by private business entities adjacent to the project. It has been assumed that there will not be a no rise restriction for the project for the purposes of placing a pier in the river.

1. Site Visit to 8th Street tender house
2. Survey and Base mapping and Utilities Coordination – *subcontracted to KL Engineering*
3. Geotechnical Borings – *subcontracted to GESTRA Geotechnical Evaluation; Report - subcontracted to GESTRA*

B. BRIDGE TYPE AND LOCATION ANALYSIS AND RECOMMENDATION

This section includes a Bridge Type and Location Analysis as described below. Detailed Engineering, Preliminary Cost estimates, and plan sheets will be developed in later phases. Evaluation of overall cost will be done through the Type Selection Matrix with a comparative scoring between options.

1. Hold virtual meetings with the WDNR and the US Coast Guard to determine if piers will be allowed in the river – *assisted by Singh and Associates*
 - a. If the WDNR and the US Coast Guard allow piers in the river, perform a preliminary hydraulic analysis of the proposed river piers to determine allowable pier configurations.
2. Develop a Public Involvement Plan. This plan will be used to identify the means and methods for involving stakeholders for all phases of the project – including identifying those stakeholders that should be involved with the Advisory Panel (AP) that will be part of Phase 1B.
3. Bridge Type and Location Selection Process
 - a. The following variables will be investigated during the Type Selection process:
 - i. One Horizontal alignment will be evaluated:
 - a. Virginia Avenue to South Pier Boardwalk
 - ii. Two Vertical profiles will be evaluated. Vertical profiles will provide clearance below the low chord of the structure. Profiles will be adjusted for assumed structure depth.
 - a. Low Profile: Minimum vertical clearance over the navigation channel

includes 100-year FEMA floodplain. A CLOMR and LOMR are not included in this contract.

2. CAD Settings Establishment; Setup of Typical Drawing files and Project Sheet Borders
 - a. To be executed at outset for all design submittal stages
3. Preliminary plans (30%)
 - a. General (3 drawing sheets - Title; Notes; Overview)
 - b. Site and Path Plans (4 drawing sheets – Typ. Section; Site Plan; Profile; Cross Sections - *subcontracted to KL Engineering*)
 - c. General Bridge Structure (5 drawing sheets – GP&E; Abutments; Int. Piers; Approach Spans)
 - d. Movable Bridge Structure (4 drawing sheets – Mechanized Piers; Span P&E; Sections)
 - e. Movable Bridge Mechanical (2 drawing sheets - Machinery)
 - f. Movable Bridge Electrical (3 drawing sheets – P&E; One-Line Diagram; Ops Sequence)

Assumptions:

- Drop drains on the structure outside the limits of the navigation channel, will be acceptable. Bridge drainage is not included.
4. Complete Structure Survey Report – *Subcontracted to KL Engineering*
 5. Preliminary Construction Cost Estimate
 - a. The Preliminary Cost Estimate will use historical unit costs and quantities based on preliminary engineering.
 6. Final Structure Type & Location Technical Memo from Phase 1A
 7. 30% Preliminary Design Review Meeting

B. PUBLIC ENGAGEMENT

This section includes public engagement activities that the consultant will complete in coordination with the City. The City will support and assist with the tasks listed below.

1. Public Engagement Meeting / Open House
 - a. Prepare Meeting Invite for the City to send out. The City will compile a mailing list and send out all invitations to stakeholders
 - b. Prepare and help lead Power Point Presentation
 - c. Prepare Exhibits
 - d. Prepare Meeting Minutes
 - e. Focus Groups – Meet with up to three focus groups (local businesses, charter fishing, peds/bikes) prior to or during the open house meeting to obtain feedback. The City will assist in providing contact information for these groups.
2. *Project Website – Not included with this contract; this would be EXTRA Services.*

C. NEPA – *subcontracted to Singh and Associates*

1. Environmental Document - A Type ER Environmental Document is anticipated.
2. Section 106 Investigation
 - a. SHPO

- b. Native American Tribal Liaisons Outreach
 - 3. HazMat Technical Memo
 - 4. Section 4(f)
- D. INITIAL AGENCY COORDINATION – *subcontracted to Singh and Associates*
- 1. WDNR – Section 401 and 402 Certifications
 - i. Initial Comments
 - ii. Final Water Quality Certification
 - iii. WPDES Stormwater Permit (if applicable)
 - 2. US Coast Guard
 - 3. Local Floodplain Zoning Authority
 - 4. BOA/FAA
 - 5. USACE – early coordination is anticipated due to floodplain proximity
- E. INITIAL UTILITY COORDINATION – *subcontracted to KL Engineering*
- 1. Preliminary meeting to identify which utilities are within the project footprint, verify facility locations vs survey data, obtain utility primary points of contact, and to look at potential conflicts. Discuss project schedule and timeline for any utility relocations prior to project construction.
- F. *FUNDING RESEARCH – This is not included with the project and would be EXTRA SERVICES*

PHASE 2 – FINAL DESIGN AND PS&E

This phase includes 60% and 90% and final design (plans, specifications, and estimates). Site plans will be submitted at the 60% level; however, structure plans will only be submitted at the 90% stage. It also includes continued utility coordination and final agency coordination and permitting.

- A. FINAL DESIGN AND ENGINEERING
- 1. 60% and 90% plan submittals.
 - a. Title Sheet
 - b. General Notes to Contractor
 - c. Project Overview
 - d. Typical Section (path approaches – if necessary) – *subcontracted to KL Engineering*
 - e. Conceptual Construction Sequence (information only)
 - f. Erosion Control – *subcontracted to KL Engineering*
 - g. Lighting – *subcontracted to KL Engineering*
 - h. Traffic Control Overview/Pedestrian Detour (pedestrians and vehicles)
 - i. Miscellaneous Quantities (90% only)– *subcontracted to KL Engineering*
 - j. Site Plan – (approaches / sidewalk, etc) – *subcontracted to KL Engineering*
 - i. *Bridge Approaches – Ped/Bike Accommodations*
 - k. Real Estate Exhibits – *subcontracted to KL Engineering*
 - i. Provide exhibits for real estate acquisition (fee or easement) for up to four parcels.
 - ii. Produce metes and bounds descriptions and exhibits.
 - iii. The City will perform the actual acquisition with conveyance documents
 - l. Structure Plans --- (90% only)

- i. Foundation
- ii. Substructures
- iii. Superstructure
 - 1. Approach Span
 - 2. Movable Span
- iv. Mechanical
- v. Electrical
- m. Cross Sections (path approaches - if necessary) – *subcontracted to KL Engineering*
- 2. Engineer Style Construction Cost and Schedule Estimates (Costs based on historical values)
 - a. Note this is not a “bottom-up” contractor’s estimate performed by (current or former) contractors. This service may be obtained and coordinated through subcontracting agreement, at the City’s request.
- 3. City Standard Bidding Documents with revisions to meet FHWA requirements (90% only)
- 4. Special Provisions (90% only)
- 5. Design Review Meetings

Assumptions

- 1. Analysis work to remove NSTM classifications from all structural members is not included.
 - 2. *Wind Studies, Pedestrian vibration analysis, design of dampers, and fabrication of dampers is not included in this contract and would be extra services.*
- B. Final UTILITY COORDINATION (subcontracted to KL Engineering)**
- 1. Utility Meeting, conflict identification, and review of utility work plans
- C. FINAL AGENCY COORDINATION AND PERMITTING - assisted by Singh and Associates**
- 1. WDNR Final Concurrence and Section 401 and 402 Permits; WPDES Stormwater Permit (if applicable)
 - 2. USACE – Section 10 and Section 404 (if applicable)
 - 3. US Coast Guard – Section 9
 - 4. USFWS – IPaC Site correspondence and additional coordination for final concurrence
- D. FINAL PS&E (100%) SUBMITTAL**
- 1. City of Sheboygan PS&E Documents
 - 2. *Note: While HDR will specify criteria for operating equipment, final component selection and system integration will be executed by the contractor. For this reason, Operation and Maintenance Manual is to be developed during equipment procurement, installation, and functional checkout by the contractor, not by HDR. The Specifications will include explicit requirement – and content criteria – for the Contractor’s production of the customized movable bridge Operation and Maintenance (O&M) Manual, to be submitted to the City for review and approval.*

PHASE 3 – ADVERTISING AND CONSTRUCTION CONTRACT AWARD

This phase initiates with bid solicitation support and carries through Construction, to include:

A. BIDDING PROCESS AND CONTRACT AWARD

hdrinc.com 4807 Innovate Lane, Suites 130, Madison, WI 53718-9400
(608) 888-5900



1. Project Specific BPR
2. Pre-Bid Meeting
3. Pre-Construction Meeting

B. Contractor Prequalification

1. A prequalification process is recommended, to ensure that any proposing contractor possesses the appropriate organizational and individual personnel experience and capabilities to construct a movable bridge in accordance with contract documents.
2. Request for Qualifications – A Request for Qualifications document will be developed with minimum qualification criteria, solicitation of Statements of Qualifications (SOQ's) including explicit requirements thereof, and scoring parameters. The schedule of the Prequalification process, and approximate overview schedule of the project, will also be included.
3. Submitted SOQ's will be evaluated qualitatively and in accordance with the scoring system, and prequalification results will be publicized to all applicants.

CONSTRUCTION SUPPORT – This is not included with project.

EXTRA SERVICES – Not Included with this contract:

- A. Project Website
- B. Funding Research

EXHIBIT B
TERMS AND CONDITIONS

HDR Engineering, Inc. Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract. The employees of both parties are intended third party beneficiaries of this waiver of consequential damages.

3. OPINIONS OF PROBABLE COST

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be

entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees,

arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance

of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and

OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. ENGINEER'S AND SUBCONSULTANTS' EMPLOYEES ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS ALLOCATION OF RISK.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. NO THIRD PARTY BENEFICIARIES

Except as otherwise provided in this Agreement, no third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

21. UNMANNED AERIAL SYSTEMS

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

22. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems and features designed, recommended or assessed by ENGINEER (collectively "OT Systems") are dependent upon OWNER's continued operation and maintenance of the OT Systems

in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT Systems in accordance with applicable laws, regulations, and industry standards (e.g. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

23. FORCE MAJEURE

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.

24. EMPLOYEE IMMUNITY

The parties to this Agreement acknowledge that an individual employee or agent may not be held individually liable for negligence with regard to services provided under this Agreement. To the maximum extent permitted by law, the parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each party and of any entity for whom a party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a party. Specifically, in the event that all or a portion of the services is performed in the State of Florida, the following provision shall be applicable:

THE PARTIES ACKNOWLEDGE THAT PURSUANT TO APPLICABLE FLORIDA STATUTES AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE WITH REGARD TO SERVICES PROVIDED UNDER THIS AGREEMENT. To the maximum extent permitted by law, the Parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each Party and of any entity for whom a Party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a Party. The Parties further acknowledge that the Florida statutes referred to above include but are not limited to: §558.0035(1)(a)-(e); §471.023(3)(an engineer is personally liable for negligence except as provided in § 558.0035); §472.021(3) (surveyor and mapper); §481.219(11)(architect and interior designer); §481.319(6) (landscape architect); and §492.111(4) (geologist).

EXHIBIT C

FEE

HDR ENGINEERING, INC
Consultant Contract Total Fee Computation
ID TID-17

9/25/2024

	ID TID-17
Number of Staff Hours	6,282
Total Labor (includes Overhead and Fixed Fee)	\$1,084,755.62
Direct Expenses	\$11,026.80
Subtotal (HDR)	\$1,095,782.42
KL Engineering	\$264,400.00
GESTRA	\$63,638.69
Singh and Associates	\$68,000.00
Subcontract Subtotal	\$396,038.69
TOTAL COST	\$1,491,821.11

Not Included EXTRA Services Total	\$85,975.77
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HDR ENGINEERING, INC
ID TID-17
Sheboygan Pedestrian Bridge
City of Sheboygan
Sheboygan County

Project ID Sheboygan Pedestrian Bridge

HDR Engineering, Inc.

Employee Name	Classification	Current Bill Rate 2024	% Work Current 2024 Rate	Bill Rate 2025	% Work 2025 Rates	Bill Rate 2026	% Work 2026 Rates	Bill Rate 2027	% Work 2027 Rates	Weighted Average Hourly Bill Rate
Average-Selected Individuals	PROJECT MANAGER	\$202.06	5.00%	\$212.16	45.00%	\$222.77	45.00%	\$233.91	5.00%	\$217.52
Average-Selected Individuals	SR PROJECT ENGINEER	\$176.30	5.00%	\$185.12	50.00%	\$194.37	45.00%	\$204.09	0.00%	\$188.84
Average-Selected Individuals	PROJECT ENGINEER	\$157.43	5.00%	\$165.31	55.00%	\$173.57	40.00%	\$182.25	0.00%	\$168.22
Average-Selected Individuals	DESIGN ENGINEER / TECHNICIAN	\$92.63	5.00%	\$97.26	50.00%	\$102.12	45.00%	\$107.23	0.00%	\$99.21
Average-Selected Individuals	SR. MOVABLE BRIDGE ENGINEER	\$290.07	5.00%	\$304.58	48.00%	\$319.81	45.00%	\$335.80	2.00%	\$311.33
Average-Selected Individuals	SR STRUCTURAL ENGINEER	\$187.72	5.00%	\$197.10	48.00%	\$206.96	45.00%	\$217.31	2.00%	\$201.47
Average-Selected Individuals	STRUCTURAL ENGINEER	\$165.88	5.00%	\$174.17	50.00%	\$182.88	45.00%	\$192.02	0.00%	\$177.68
Average-Selected Individuals	STRUCTURAL DESIGNER	\$139.37	5.00%	\$146.33	50.00%	\$153.65	45.00%	\$161.33	0.00%	\$149.28
Average-Selected Individuals	SR ELECTRICAL ENGINEER	\$238.16	0.00%	\$250.07	48.00%	\$262.57	50.00%	\$275.70	2.00%	\$256.83
Average-Selected Individuals	ELECTRICAL ENGINEER	\$188.78	0.00%	\$198.22	50.00%	\$208.13	50.00%	\$218.54	0.00%	\$203.18
Average-Selected Individuals	ELECTRICAL DESIGNER	\$113.09	0.00%	\$118.74	50.00%	\$124.68	50.00%	\$130.91	0.00%	\$121.71
Average-Selected Individuals	SR MECHANICAL ENGINEER	\$283.12	0.00%	\$297.27	48.00%	\$312.14	50.00%	\$327.74	2.00%	\$305.31
Average-Selected Individuals	MECHANICAL ENGINEER	\$160.31	0.00%	\$168.33	50.00%	\$176.74	50.00%	\$185.58	0.00%	\$172.54
Average-Selected Individuals	MECHANICAL DESIGNER	\$150.02	0.00%	\$157.53	50.00%	\$165.40	50.00%	\$173.67	0.00%	\$161.46
Average-Selected Individuals	STRATEGIC COMMUNICATIONS SPECIALIST	\$110.53	5.00%	\$116.05	80.00%	\$121.86	15.00%	\$127.95	0.00%	\$116.65
Average-Selected Individuals	FUNDING SPECIALIST	\$213.54	5.00%	\$224.21	75.00%	\$235.42	20.00%	\$247.19	0.00%	\$225.92
Average-Selected Individuals	SR. BRIDGE ARCHITECT	\$320.00	5.00%	\$336.00	85.00%	\$352.80	10.00%	\$370.44	0.00%	\$336.88
Average-Selected Individuals	BRIDGE ARCHITECT	\$142.73	5.00%	\$149.87	85.00%	\$157.36	10.00%	\$165.23	0.00%	\$150.26
Average-Selected Individuals	DRAINAGE ENGINEER	\$146.97	5.00%	\$154.32	95.00%	\$162.04	0.00%	\$170.14	0.00%	\$153.95
Average-Selected Individuals	SR CAD TECHNICIAN	\$196.24	5.00%	\$206.05	50.00%	\$216.35	45.00%	\$227.17	0.00%	\$210.19
Average-Selected Individuals	CAD TECHNICIAN	\$108.06	5.00%	\$113.46	50.00%	\$119.14	45.00%	\$125.09	0.00%	\$115.75
Average-Selected Individuals	CLERICAL	\$83.36	5.00%	\$87.53	48.00%	\$91.91	45.00%	\$96.50	2.00%	\$89.47

Yearly % of Pay Increase: 5.00%

Contract Completion Date: 6/1/2027

HDR ENGINEERING, INC
Fee Computation Summary by Engineering Task

ID TID-17
Sheboygan Pedestrian Bridge
City of Sheboygan
Sheboygan County

PHASE AND TASK	LABOR COST (INCLUDES OVERHEAD AND FIXED FEE)	Direct Expenses	TOTAL COST
PROJECT OVERVIEW			
CONTRACTING AND PROJECT MANAGEMENT	\$19,075.89	\$5,104.00	\$24,179.89
OVERVIEW SUBTOTALS (HDR)	\$19,075.89	\$5,104.00	\$24,179.89
<i>APPROXIMATE SUBTOTALS (KL)</i>			<i>\$20,000.00</i>
<i>APPROXIMATE SUBTOTALS (GESTRA)</i>			<i>\$2,000.00</i>
<i>APPROXIMATE SUBTOTALS (SINGH)</i>			<i>\$2,500.00</i>
APPROXIMATE PHASE TOTALS			\$48,679.89
PHASE 1A - SITE INVESTIGATION			
SURVEY, GEOTECHNICAL, AND SITE VISITS	\$4,997.64	\$3,821.40	\$8,819.04
BRIDGE TYPE AND LOCATION ANALYSIS AND RECOMMENDATION	\$91,882.89	\$10.00	\$91,892.89
PHASE 1A SUBTOTAL (HDR)	\$96,880.53	\$3,831.40	\$100,711.93
<i>APPROXIMATE SUBTOTALS (KL)</i>			<i>\$86,925.00</i>
<i>APPROXIMATE SUBTOTALS (GESTRA)</i>			<i>\$61,638.69</i>
<i>APPROXIMATE SUBTOTALS (SINGH)</i>			<i>\$2,500.00</i>
APPROXIMATE PHASE TOTALS			\$251,775.62
PHASE 1B - PRELIMINARY DESIGN AND NEPA			
PRELIMINARY DESIGN AND ENGINEERING	\$135,325.72	\$50.00	\$135,375.72
PUBLIC ENGAGEMENT	\$15,441.74	\$1,790.00	\$17,231.74
NEPA	\$1,522.64	\$10.00	\$1,532.64
INITIAL AGENCY COORDINATION	\$1,087.60	\$12.00	\$1,099.60
INITIAL UTILITY COORDINATION	\$1,522.64	\$2.00	\$1,524.64
CONTRACTOR OUTREACH - EXTRA SERVICES	\$0.00	\$0.00	\$0.00
PHASE 1B SUBTOTAL (HDR)	\$154,900.34	\$1,864.00	\$156,764.34
<i>APPROXIMATE SUBTOTALS (KL)</i>			<i>\$66,925.00</i>
<i>APPROXIMATE SUBTOTALS (GESTRA)</i>			<i>\$0.00</i>
<i>APPROXIMATE SUBTOTALS (SINGH)</i>			<i>\$54,723.93</i>
APPROXIMATE PHASE TOTALS			\$278,413.27
PHASE 2 - FINAL DESIGN AND PS&E			
FINAL DESIGN AND ENGINEERING	\$744,869.11	\$197.40	\$745,066.51
FINAL UTILITY COORDINATION	\$1,087.60	\$5.00	\$1,092.60
FINAL AGENCY COORDINATION AND PERMITTING	\$3,480.32	\$5.00	\$3,485.32
FINAL PS&E (100%) SUBMITTAL)	\$49,008.86	\$10.00	\$49,018.86
PHASE 2 SUBTOTAL (HDR)	\$798,445.89	\$217.40	\$798,663.29
<i>APPROXIMATE SUBTOTALS (KL)</i>			<i>\$87,550.00</i>
<i>APPROXIMATE SUBTOTALS (GESTRA)</i>			<i>\$0.00</i>
<i>APPROXIMATE SUBTOTALS (SINGH)</i>			<i>\$8,276.07</i>
APPROXIMATE PHASE TOTALS			\$894,489.36
PHASE 3 - ADVERTISING AND CONSTRUCTION CONTRACT AWARD			
BIDDING PROCESS AND CONTRACT AWARD	\$7,446.40	\$10.00	\$7,456.40
CONTRACTOR PREQUALIFICATION	\$8,006.58	\$0.00	\$8,006.58
PHASE 3 SUBTOTALS (HDR)	\$15,452.98	\$10.00	\$15,462.98
<i>APPROXIMATE SUBTOTALS (KL)</i>			<i>\$3,000.00</i>
<i>APPROXIMATE SUBTOTALS (GESTRA)</i>			<i>\$0.00</i>
<i>APPROXIMATE SUBTOTALS (SINGH)</i>			<i>\$0.00</i>
APPROXIMATE PHASE TOTALS			\$18,462.98
GRAND PROJECT TOTALS	\$1,084,755.62	\$11,026.80	\$1,491,821.11
EXTRA SERVICES - NOT INCLUDED			
PROJECT WEBSITE - EXTRA SERVICES	\$12,465.77	\$0.00	\$12,465.77
FUNDING RESEARCH - EXTRA SERVICES	\$4,510.00	\$0.00	\$4,510.00
RWDI WIND STUDIES - EXTRA SERVICES	\$69,000.00	\$0.00	\$69,000.00
EXTRA SERVICES TOTAL	\$85,975.77	\$0.00	\$85,975.77

Direct Expenses by Item

Sheboygan Pedestrian Bridge
HDR Engineering, Inc.

UNIT RATES AND TOTALS	Unit Amount	Unit Type	Rate	Total Expenses
Prints / Copies	2470	Each	\$0.10	\$247.00
Mileage	2440	Miles	\$0.670	\$1,634.80
Poster Boards and Plotting	1	LS	N/A	\$750.00
Postage	1	LS	\$1.00	\$1.00
Hotel	9	EACH	\$150.00	\$1,350.00
Rental Car Fuel	1	LS	\$85.00	\$85.00
Rental Car	8	DAY	\$150.00	\$1,200.00
Per Diem	8	DAY	\$60.00	\$480.00
Meals (Lunch)	19	EACH	\$16.00	\$304.00
Meals (Dinner)	19	EACH	\$25.00	\$475.00
Flight	9	EACH	\$500.00	\$4,500.00
Distribution of Other Costs	1	LS	N/A	\$0.00
AUTHORIZED TOTAL				\$11,026.80

Task	Prints / Copies	Mileage	Meals (Dinner)	Meals (Lunch)	Per Diem	Hotel Nights	Rental Car Days	Flights	Postage Cost	Prints/Copies Cost	Mileage Cost	Meals Cost	Per Diem	Hotel Cost	Rental Car Costs	Rental Car Fuel Costs	Flight Costs	Poster Boards/Plotting Cost	Distribution of Other Direct Costs	Total Direct Costs
PROJECT OVERVIEW																				
CONTRACTING AND PROJECT MANAGEMENT	100	600	8	8	8	4	8	4	\$0.00	\$10.00	\$402.00	\$328.00	\$480.00	\$600.00	\$1,200.00	\$84.00	\$2,000.00	\$0.00	\$0.00	\$5,104.00
OVERVIEW SUBTOTALS	100	600	8	8	8	4	8	4	\$0.00	\$10.00	\$402.00	\$328.00	\$480.00	\$600.00	\$1,200.00	\$84.00	\$2,000.00	\$0.00	\$0.00	\$5,104.00
PHASE 1A - SITE INVESTIGATION																				
SURVEY, GEOTECHNICAL, AND SITE VISITS	50	220	11	9		5		5	\$0.00	\$5.00	\$147.40	\$419.00	\$0.00	\$750.00	\$0.00	\$0.00	\$2,500.00	\$0.00	\$0.00	\$3,821.40
BRIDGE TYPE AND LOCATION ANALYSIS AND RECOMMENDATION	100								\$0.00	\$10.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10.00
PHASE 1A SUBTOTALS	150	220	11	9	0	5	0	5	\$0.00	\$15.00	\$147.40	\$419.00	\$0.00	\$750.00	\$0.00	\$0.00	\$2,500.00	\$0.00	\$0.00	\$3,831.40
PHASE 1B - PRELIMINARY DESIGN AND NEPA																				
PRELIMINARY DESIGN AND ENGINEERING	500								\$0.00	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.00
PUBLIC ENGAGEMENT	700	1400		2					\$0.00	\$70.00	\$938.00	\$32.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$750.00	\$0.00	\$1,790.00
NEPA	100								\$0.00	\$10.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10.00
INITIAL AGENCY COORDINATION	100								\$1.00	\$10.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00	\$0.00	\$0.00	\$0.00	\$12.00
INITIAL UTILITY COORDINATION	20								\$0.00	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2.00
PHASE1B SUBTOTALS	1420	1400	0	2	0	0	0	0	\$1.00	\$142.00	\$938.00	\$32.00	\$0.00	\$0.00	\$0.00	\$1.00	\$0.00	\$750.00	\$0.00	\$1,864.00
PHASE 2 - FINAL DESIGN AND PS&E																				
FINAL DESIGN AND ENGINEERING	500	220							\$0.00	\$50.00	\$147.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$197.40
FINAL UTILITY COORDINATION	50								\$0.00	\$5.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5.00
FINAL AGENCY COORDINATION AND PERMITTING	50								\$0.00	\$5.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5.00
FINAL PS&E (100% SUBMITTAL)	100								\$0.00	\$10.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10.00
PHASE 2 SUBTOTALS	700	220	0	0	0	0	0	0	\$0.00	\$70.00	\$147.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$217.40
PHASE 3 - ADVERTISING AND CONSTRUCTION CONTRACT AWARD																				
BIDDING PROCESS AND CONTRACT AWARD	100								\$0.00	\$10.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10.00
CONTRACTOR PREQUALIFICATION									\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PHASE 3 SUBTOTALS	100	0	0	0	0	0	0	0	\$0.00	\$10.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10.00
PROJECT TOTALS	2470	2440	19	19	8	9	8	9	\$1.00	\$247.00	\$1,634.80	\$779.00	\$480.00	\$1,350.00	\$1,200.00	\$85.00	\$4,500.00	\$750.00	\$0.00	\$11,026.80

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the appropriate City officials to amend the Agreement between the City of Sheboygan and Guelig Waste and Demolition, LLC for demolition of structures located at 1211 N. 23rd Street, Sheboygan, to allow for the demolition of a 12,000 square foot outbuilding.

REPORT PREPARED BY: Bernard R. Rammer Purchasing Agent

REPORT DATE: October 9, 2024

MEETING DATE: October 15, 2024

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: 400200-621100
Budget Summary: Capital Projects
Public Safety - Land
Budget Expenditure: \$32,000.00
Budgeted Revenue: N/A

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS: The City entered into a contract in September for the demolition of the main structure and several ancillary structures on the property. Demolition is currently in progress for this portion of the contract. In addition and included as an alternate in the Request For Bids, is a 12,000 square foot structure that was held back from the contract. Awaiting an appraisal of its condition and fitness for use for the Fire Department, the City’s architectural vendor has now completed the assessment and forwarded a recommendation to raze the structure. Guelig Waste & Demolition Inc. of Eden, WI submitted the lowest alternate cost for the work and will be able to complete the demolition, along with the remainder of the property.

STAFF COMMENTS: While the structure constructed in 1951 is substantial, in the end, its configuration and the need for improvements to elevate it to meet the needs of the Fire Department was considered by the architect to exceed its value and City staff concurs.

ACTION REQUESTED: A motion to recommend that the Council adopt Resolution No. 100-24-25 authorizing the appropriate City officials to amend the Agreement between the City of Sheboygan and Guelig Waste and Demolition, LLC for demolition of structures located at 1211 N. 23rd Street, Sheboygan, to allow for the demolition of a 12,000 square foot outbuilding.

ATTACHMENTS:

- I. Res. No. 100-24-25
- II. 2055-24 Guelig Waste Bid and Bid Bond

**CITY OF SHEBOYGAN
RESOLUTION 100-24-25
DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE**

BY ALDERPERSONS DEKKER AND RAMEY.

OCTOBER 15, 2024.

A RESOLUTION authorizing the appropriate City officials to amend the Agreement between the City of Sheboygan and Guelig Waste and Demolition, LLC for demolition of structures located at 1211 N. 23rd Street, Sheboygan, to allow for the demolition of a 12,000 square foot outbuilding.

WHEREAS, the City of Sheboygan purchased the former Sheboygan County Highway Department property located at 1211 N. 23rd Street, Sheboygan, earlier this year with intentions to clear the site for construction of a new Sheboygan Fire Department headquarters facility and entered into contract for same. Included as an alternate bid was the possible demolition of a 12,000 square foot outbuilding; and

WHEREAS, the architectural investigation has yielded a determination that the building's current configuration and condition and the estimated costs to rehabilitate the building indicate that it would be prudent to raze the structure. City staff have reviewed this report and concur.

NOW, THEREFORE, BE IT RESOLVED: That the authorized City officials are authorized to execute an amendment to the contract with Guelig Waste and Demolition, LLC of Eden, Wisconsin, to incorporate demolition of the outbuilding following asbestos removal.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to draw funds in the amount of \$32,000.00 from Account No. 400200-621100 (Capital Projects Public Safety - Land) for the additional expense by this contract amendment.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

CITY OF SHEBOYGAN
Bid # 2055-24
Razing of Former Sheboygan County Highway Dept.

BID Submission Form

Bids Due **MONDAY AUGUST 5, 2024** at 1:00 PM via EMAIL

TO: City of Sheboygan

By signing below, we certify that we have read and understand all of the specifications and requirements associated with the razing of the former Sheboygan County Highway Department in the City of Sheboygan and as such wish to enter a lump sum, all inclusive bid (Base Bid and alternate) for the project as stated below:

BASE BID

For the razing of the approximate 52,000 square foot structure, including all necessary permits for the work, bonding, insurance, mobilization, site environmental protection, Utility disconnection, proper handling and disposal of remaining asbestos and lead based or Lead Bearing materials, machine demolition, removal of all materials from the site, disposal of all materials in a licensed landfill, backfilling of the sub-grade areas including accommodations necessary to allow for certification of proper compaction by others, removal of the driveway aprons, final grading, placement of clean cover materials, restoration of concrete curb and gutter in-fills and project close-out we wish to enter an ALL INCLUSIVE bid price of:

\$141,622.00-----

ALTERNATE BID

For the razing of the approximate 12,000 square foot structure, including all necessary permits for the work, bonding, insurance, mobilization, site environmental protection, Utility disconnection, proper handling and disposal of remaining asbestos and lead based or Lead Bearing materials, machine demolition, removal of all materials from the site, disposal of all materials in a licensed landfill, backfilling of the sub-grade areas including accommodations necessary to allow for certification of proper compaction by others, disposal in a licensed landfill of steel roof and siding panels that were removed by others,, final grading, placement of clean cover materials, and project close-out we wish to enter an ALL INCLUSIVE bid price of:

\$ 32,000.00-----

As surety, we also are enclosing a bid bond or Cashiers check in the amount of \$ Five percent of the bid amount which represents not less than 5% of the total BASE BID to ensure that if awarded the project, we will proceed to execution of the contract for the work.

In addition, prior to the start of any work, we will provide to the City of Sheboygan a Performance and Payment bond with a face value equal to 100% of the Total All Inclusive cost of the project.

If awarded the bid we intend to start work on or about _____, _____, 2024 following contract signing and bonding. ten working days after notice to proceed

Company Name Guelig Waste Removal & Demolition LLC

Address N4456 US Highway 45 City Eden State WI Zip 53019

Phone (920) 477-1053 Fax (920) 477-3050 Email gueligwaste@yahoo.com

Name Robert J Guelig Title Single member/owner

Signed *Robert J Guelig* Date 8-2-24

Please attach Copy of your Bid Security to the Email submission of your Bid

I acknowledge the following addendums:

Addendum #1 (July 23, 2024)

Addendum #2 (July 25, 2024)

Robert J Guelig 08-02-2024

Robert J Guelig

Bid Bond

 **AIA Document A310™ – 2010**

CONTRACTOR:

(Name, legal status and address)

GUELG WASTE REMOVAL AND DEMOLITION, LLC

N4456 Hwy 45

Eden, WI 53019

Bid Bond No. GR31704

SURETY:

(Name, legal status and principal place of business)

Granite Re, Inc.

14001 Quailbrook Drive

Oklahoma City, OK 73134

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Sheboygan

828 Center Avenue

Sheboygan, WI 53081

BOND AMOUNT: Five Percent of the Bid Amount (5.00% of Bid Amount)

PROJECT:

(Name, location or address, and Project number, if any)

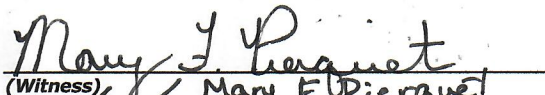
Former Sheboygan County Highway Dept; Project No. 2055-24

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 29th day of July, 2024.


(Witness) Mary F. Pierquet


(Witness) Karla Heffron

GUELG WASTE REMOVAL AND DEMOLITION, LLC
(Principal)  (Seal)

(Title) (single member owner) Robert J Guelig
Granite Re, Inc.

(Surety)  (Seal)

(Title) Connie Smith, Attorney-in-fact

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GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



[Signature of Kenneth D. Whittington]
Kenneth D. Whittington, President
[Signature of Kyle P. McDonald]
Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620



[Signature of Bethany J. Alred]
Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 29th day of July, 2024.



[Signature of Kyle P. McDonald]
Kyle P. McDonald, Assistant Secretary

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the Purchasing Agent to issue a Purchase Order for the abatement of asbestos from an accessory structure on the property located at 1211 N. 23rd Street to precede demolition of the structure.

REPORT PREPARED BY: Bernard R. Rammer Purchasing Agent

REPORT DATE: October 9, 2024

MEETING DATE: October 15, 2024

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: 400200-621100
Budget Summary: Capital Projects
Public Safety - Land
Budget Expenditure: \$49,990.00
Budgeted Revenue: N/A

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS: The City previously engaged the services of a licensed abatement firm to remove asbestos and lead based paint from the main structure and several outdoor features at the site to precede demolition. The City included in the procurement for these services an option to remove the same materials from a 12,000 sq. ft. outbuilding pending completion of a fitness for use analysis by the City’s architectural firm. The City’s architectural vendor has now completed the assessment and forwarded a recommendation to raze the structure. Environet Inc. of Oshkosh had submitted an alternate bid of \$ 49,990.00 for the work.

STAFF COMMENTS: While the structure constructed in 1951 is substantial, in the end, its configuration and the need for improvements to elevate it to meet the needs of the Fire Department was considered by the architect to exceed its value and City staff concurs.

ACTION REQUESTED: A motion to recommend that the Council adopt Resolution No. 101-24-25 authorizing the Purchasing Agent to issue a Purchase Order for the abatement of asbestos from an accessory structure on the property located at 1211 N. 23rd Street to precede demolition of the structure.

ATTACHMENTS:

- I. Res. No. 101-24-25
- II. Environet Revised

**CITY OF SHEBOYGAN
RESOLUTION 101-24-25
DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE**

BY ALDERPERSONS DEKKER AND RAMEY.

OCTOBER 15, 2024.

A RESOLUTION authorizing the Purchasing Agent to issue a Purchase Order for the abatement of asbestos from an accessory structure on the property located at 1211 N. 23rd Street to precede demolition of the structure.

WHEREAS, the City of Sheboygan purchased the former Sheboygan County Highway Department property located at 1211 N. 23rd Street, Sheboygan, earlier this year with intentions to clear the site for construction of a new Fire Department headquarters facility and entered into contract for removal of asbestos and lead materials preceding demolition. Included as an alternate bid for the abatement was the possible abatement of a 12,000 square foot outbuilding should the City decide to demolish that structure; and

WHEREAS, the City commissioned an architectural firm to evaluate the outbuilding for future use as a storage building. The firm recommends razing instead of renovation, and after consideration of the architectural firm’s report, City staff agrees that demolition of the outbuilding is in the City’s best interest.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a purchase order to Environet, Inc. for the removal of asbestos materials from the outbuilding.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds not to exceed \$49,990.00 from Account No. 400200-621100 (Capital Projects Public Safety - Land) for the expenses.

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

2909 A GREEN HILL COURT
OSHKOSH, WI 54904

(920) 231-7420
environet@ntd.net

October 7, 2024

Attn: Mr. Bernard Rammer
City of Sheboygan Purchasing Dept.
828 Center Avenue
Sheboygan, WI 53081

9968-B

Re: 1211 N. 23rd Street
Sheboygan, WI

Scope of Work

Remove and dispose of the following approximate asbestos materials:

- 5950 sqft metal siding with asbestos caulking
- 13200 sqft metal roofing with asbestos caulking
- 20 windows with glazing from 2 sections of North overhead door
- 364' door caulk
- 400' metal siding caulk under bracket on concrete knee wall after building has been demolished to that point.

Cost: \$ 49,990.00

Environet, Inc. of Wisconsin will contact all proper regulatory agencies for proper notifications prior to job start up.

All asbestos containing materials will be removed in strict adherence with EPA, OSHA, DHS and DNR regulations and guidelines.

Disposal of asbestos containing material shall be in a licensed approved landfill.

All material is as specified. All work to be completed in a reasonably workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written change orders. All agreements contingent upon strikes, accidents or delays beyond our control. Environet, Inc. of Wisconsin covers liability insurance, auto insurance, workers compensation insurance and asbestos \$2,000,000 per policy. Owner to carry fire, tornado and other necessary insurance.

All work is to be done in strict compliance with state and federal rules and regulations including, but not limited to, the following: notification of state and federal authorities, posting of "Asbestos Warning" signs, protecting the work area with plastic, utilizing a HEPA filtration system to clean the air, using amended water to reduce dusting, the wearing of protective clothing and respirators, air monitoring, proper worker decontamination, and the sealing of wetted asbestos waste into impermeable plastic bags and/or fiber barrels which have an "Asbestos Warning" label attached.

This quotation does not include any unforeseen or hidden asbestos that was not addressed at the time of walkthrough or takeoff.

Payment to be made as follows: Net 30 days. In the event that all invoiced amounts are not paid when due, Contractor will charge 1.5% per month on unpaid amounts. In addition, costs of collection including reasonable legal fees, will be charged by Contractor and paid by Customer. NOTE: This proposal may be withdrawn by Environet, Inc. of Wisconsin if not accepted within 60 days.

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, ENVIRONET, INC. OF WISCONSIN HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNERS LAND MAY HAVE LIEN RIGHTS ON OWNERS LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS IN ADDITION TO ENVIRONET, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. ENVIRONET AGREES TO COOPERATE WITH THE OWNER AND OWNERS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.


Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to complete this contract as specified. Payment will be made as outlined above.

(Customer)

(Authorized Signature)

(Date)

ENVIRONET, INC. OF WISCONSIN
(Contractor)


Keith Breuer
President

10-7-24
(Date)

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the Purchasing Agent to issue purchase orders to three nurseries for the purchase of street trees for the 2025 Street Tree Planting Program for the City of Sheboygan.

REPORT PREPARED BY: Bernard R. Rammer Purchasing Agent

REPORT DATE: October 9, 2024

MEETING DATE: October 15, 2024

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: 400300-641150
Budget Summary: Capital Projects –
Public Works – Trees
Forestry
Budget Expenditure: \$66,366.00
Budgeted Revenue: N/A

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS: The City typically issues a Request for Bids for street trees each fall in order to commit to purchasing the trees for spring of the next year. The City issued Request for Bids # 2064-24 which included quantities of trees needed, along with specifications for the species of trees to be purchased in order to coincide with the overall street tree plan created by the City Forestry Division. The bids from several nurseries were received and reviewed. The City Forester has formulated a recommendation for award comprised of 696 trees from three commercial nurseries:

- Schichtels Nursery; Springville, NY 316 \$29,431.00
 - Chestnut Ridge Nursery; Orchard Park, NY 308 \$29,367.00
 - Leaves Inspired Nursery; Chilton, WI 72 \$7,568.00
- Total 696 \$66,366.00**

STAFF COMMENTS: The recommendation by the City Forester was based upon species and quantity availability from each nursery and the lowest cost submitted for each particular tree. In addition, the City is eligible for reimbursement following the purchase for a total of \$ 19,909.00 courtesy of a grant from the State of WI Department of Natural Resources through the Federal Inflation Reduction Act.

ACTION REQUESTED: A motion to recommend the Common Council adopt Res. No. 102-24-25 authorizing the Purchasing Agent to issue purchase orders to three nurseries

for the purchase of street trees for the 2025 Street Tree Planting Program for the City of Sheboygan.

ATTACHMENTS:

- I. Res. No. 102-24-25
- II. 2025 Street Tree Selections

**CITY OF SHEBOYGAN
RESOLUTION 102-24-25
DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE**

BY ALDERPERSONS DEKKER AND RAMEY.

OCTOBER 15, 2024.

A RESOLUTION authorizing the Purchasing Agent to issue purchase orders to three nurseries for the purchase of street trees for the 2025 Street Tree Planting Program for the City of Sheboygan.

WHEREAS, the scourge of the Emerald Ash Borer has resulted in the loss of many mature trees in the City of Sheboygan. Each year the City’s Parks and Forestry Division includes funding in their budget for the replacement of lost trees; and

WHEREAS, the City Forester compiled a list of desired trees by species and quantity, which was incorporated into Request for Bids # 2064-24 issued to various nurseries for consideration; and

WHEREAS, the City received a total of five bids in which the nurseries indicated the species and quantities they will have available for the 2025 planting season; and

WHEREAS, the City Forester has reviewed the bids and formulated a recommendation for award based upon the bids submitted, species availability, quantities available, and how the trees meet the City’s overall tree plan. The City Forester recommends purchasing 696 trees total with orders from three nurseries; and

WHEREAS, \$19,909.00 of the tree purchase cost will be eligible for reimbursement through a grant from the Wisconsin Department of Natural Resources through the Federal Government’s Inflation Reduction Act.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue purchase orders as follows:

Schichtels Nursery, Springville, NY	316 Trees	\$29,431.00
Chestnut Ridge Nursery, Orchard Park, NY	308 Trees	\$29,367.00
Leaves Inspired Nursery, Chilton, WI	72 Trees	\$ 7,568.00

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds not to exceed \$66,366.00 from Account No. 400300-641150 (Capital Projects - Public Works – Trees/Forestry) for the purchase.

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

Item		1	quantity	price	Total
Schichtels		Species	10		119
		Rising Fire American Hornbeam, <i>Carpinus caroliniana</i> 'Uxbridge'			1190
Schichtels		Firespire American Hornbeam, <i>Carpinus caroliniana</i> 'J.N. Upright'	30		86
Leaves Inspired		Firespire American Hornbeam, <i>Carpinus caroliniana</i> 'J.N. Upright'	10		112
					1120
Item		2	quantity	price	Total
Schichtels		Species	50		
		Robin Hill Serviceberry, <i>Amelanchier grandiflora</i> 'Robin Hill'			78
					3900
Item		3	quantity	price	Total
Leaves Inspired		Species	18		
		Beacon Oak, <i>Quercus bicolor</i> 'Bonnie and Mike'			104
Chestnut Ridge		Beacon Oak, <i>Quercus bicolor</i> 'Bonnie and Mike'	32		108
					3456
Item		4	quantity	price	Total
Chestnut Ridge		Species	20		
		Tricolor Beech, <i>Fagus sylvatica</i> 'Roseomarginata'			154
					3080
Item		5	quantity	price	Total
Chestnut Ridge		Species Yellow Birch, <i>Betula alleghaniensis</i>	15		
					144
Chestnut Ridge		Paper Birch, <i>Betula papyrifera</i>	35		95
					3325
Item		6	quantity	price	Total
Schichtels		Species	50		
		Prairie Titan Kentucky Coffeetree, <i>Gymnocladus dioica</i> 'J.C. McDaniel'			85
					4250
Item		7	quantity	price	Total
Chestnut Ridge		Species	44		
		Adirondack Crabapple, <i>Malus</i> 'Adirondack'			78
					3432
Item		8	quantity	price	Total
Chestnut Ridge		Species	44		
		City Sprite Zelkova, <i>Zelkova serrata</i> 'JFS-KW1'			83
					3652
Item		9	quantity	price	Total
Leaves Inspired		Species Nannyberry <i>Viburnum</i> , <i>Viburnum lentago</i>	44		
					104
					4576
Item		10	quantity	price	Total
Chestnut Ridge		Species Scarlet Fire Dogwood, <i>Cornus Kousa</i>	30		
					103
					3090
Item		11	quantity	price	Total
Schichtels		Species	44		
		Tupelo Tower Black Tupelo, <i>Nyssa sylvatica</i> 'Haymanred'			145
					6380
Item		12	quantity	price	Total
Chestnut Ridge		Species	44		
		Columnar Sargent Cherry, <i>Prunus sargentii</i> 'Columnaris'			79
					3476

Item	13	quantity	price	Total
Schichtels	Species Cherokee Sweetgum, Liquidambar styraciflua 'Ward'	44		
			106	4664

Item	14	quantity	price	Total
Schichtels	Species Heartland Catalpa, Catalpa speciosa 'Hiawatha 2'/Heartland	29		
			65	1885
Schichtels	Purple Leafed Catalpa, Catalpa erubescens 'Purpurea'	15		1590

Item	15	quantity	price	Total
Chestnut Ridge	Species Swamp White Oak, Quercus bicolor	44		
			84	3696

Item	16	quantity	price	Total
Schichtels	Species Valley Forge Elm, Ulmus Americana 'Valley Forge'	44	68	2992

Total Tree Order - Three Tree Nurseries		696	\$ total	66366
tree total				

		quantity	price	total price
Schichtels	Rising Fire American Hornbeam, Carpinus caroliniana 'Uxbridge'	10	119	1190
	Firespire American Hornbeam, Carpinus caroliniana 'J.N. Upright'	30	86	2580
	Robin Hill Serviceberry, Amelanchier grandiflora 'Robin Hill'	50	78	3900
	Prairie Titan Kentucky Coffeetree, Gymnocladus dioicus 'J.C. McDaniel'	50	85	4250
	Tupelo Tower Black Tupelo, Nyssa sylvatica 'Haymanred'	44	145	6380
	Cherokee Sweetgum, Liquidambar styraciflua 'Ward'	44	106	4664
	Heartland Catalpa, Catalpa speciosa 'Hiawatha 2'/Heartland	29	65	1885
	Purple Leafed Catalpa, Catalpa erubescens 'Purpurea'	15	106	1590
	Valley Forge Elm, Ulmus Americana 'Valley Forge'	44	68	2992
	Totals	316		29431

Chestnut Ridge	Beacon Oak, Quercus bicolor 'Bonnie and Mike'	32	108	3456
	Tricolor Beech, Fagus sylvatica 'Roseomarginata'	20	154	3080
	Yellow Birch, Betula alleghaniensis	15	144	2160
	Paper Birch, Betula papyrifera	35	95	3325
	Adirondack Crabapple, Malus 'Adirondack'	44	78	3432
	City Sprite Zelkova, Zelkova serrata 'JFS-KW1'	44	83	3652
	Scarlet Fire Dogwood, Cornus Kousa	30	103	3090
	Columnar Sargent Cherry, Prunus sargentii 'Columnaris'	44	79	3476
	Swamp White Oak, Quercus bicolor	44	84	3696
	Totals	308		29367

Leaves Inspired	Firespire American Hornbeam, Carpinus caroliniana 'J.N. Upright'	10	112	1120
	Nannyberry Viburnum, Viburnum lentago	44	104	4576
	Beacon Oak, Quercus bicolor 'Bonnie and Mike'	18	104	1872
	Totals	72		7568

IRA Grant Trees	Nannyberry Viburnum, Viburnum lentago	22	104	2288
	Columnar Sargent Cherry, Prunus sargentii 'Columnaris'	22	79	1738
	Swamp White Oak, Quercus bicolor	22	84	1848

Adirondack Crabapple, Malus 'Adirondack'	22	78	1716
City Sprite Zelkova, Zelkova serrata 'JFS-KW1'	22	83	1826
Tupelo Tower Black Tupelo, Nyssa sylvatica 'Haymanred'	22	145	3190
Cherokee Sweetgum, Liquidambar styraciflua 'Ward'	22	106	2332
Heartland Catalpa, Catalpa speciosa 'Hiawatha 2'/Heartland	29	65	1885
Purple Leafed Catalpa, Catalpa erubescens 'Purpurea'	15	106	1590
Valley Forge Elm, Ulmus Americana 'Valley Forge'	22	68	1496
Totals	220		19909