



PUBLIC WORKS COMMITTEE AGENDA

May 12, 2025 at 5:00 PM

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

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

Notice of the Public Works Committee meeting at 5:00 PM or immediately following the Licensing, Hearings, and Public Safety Committee meeting, MONDAY, May 12, 2025 in City Hall, 3rd Floor - Council Chambers, 828 Center Avenue, Sheboygan, WI.

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

Chair Dekker may attend meeting remotely.
3. Pledge of Allegiance
4. Introduction of Committee Members and Staff

MINUTES

- [5.](#) Approval of Minutes: April 8, 2025

ITEMS FOR DISCUSSION & POSSIBLE ACTION

Open to public discussion - limit of three minutes per person with comments pertaining to items on the agenda.

- [6.](#) Tree Appeal - 2111 Kansas Avenue
- [7.](#) Tree Appeal - 3027 S 20th Street
- [8.](#) Tree Appeal - 3101 S 20th Street

- [9.](#) Tree Appeal - 3106 S 20th Street
- [10.](#) Res. No. 7-25-26 / A resolution allowing Lakeshore Regional Child Advocacy Center to bring certified therapy dogs into their facility within the Uptown Social building.
- [11.](#) Direct Referral Res. No. 8-25-26 / A resolution authorizing the appropriate City officials to enter into a contract with Mashuda Contractors for the Gartman Property Phase Bid Package 1 Construction.
- [12.](#) Direct Referral Res. No. 9-25-26 / A resolution authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company, Inc. for the Taylor Drive and Wilgus Avenue Reconstruction.
- [13.](#) Direct Referral Res. No. 10-25-26 / A resolution authorizing the appropriate City officials to enter into a contract with Northeast Asphalt, Inc. for the 2025 Street Improvements – Milling (Various Streets).

NEXT MEETING DATE

14. Next Regular Meeting Date: May 27, 2025 (pending pressing matters)

ADJOURNMENT

15. 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, April 08, 2025

COMMITTEE MEMBERS PRESENT: Chair Dean Dekker, Vice Chair Angela Ramey, Alderperson Zach Rust (arrived at 5:32 pm), Alderperson John Belanger

COMMITTEE MEMBERS EXCUSED: Alderperson Daniel Peterson

STAFF/OFFICIALS PRESENT: Director of Public Works Travis Peterson, City Engineer Kevin Jump, Deputy Director of Field Operations Joel Kolste, Parks Manager Joe Kerlin, Deputy City Attorney Liz Majerus, Administrative Clerk Stacy Weseljak

OTHERS PRESENT: Asher Heimermann, Cedric Foster, Bryan Kelly

OPENING OF MEETING

1. Call to Order

Chair Dean Dekker called the meeting to order at 5:05 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: March 25, 2025

MOTION TO APPROVE MINUTES FROM MARCH 25, 2025

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

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

ITEMS FOR DISCUSSION & POSSIBLE ACTION

6. 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.

MOTION TO REFER THE RESOLUTION TO THE 2025 - 2026 COMMON COUNCIL

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

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

7. Res. No. 192-24-25 / A resolution authorizing the appropriate City officials to enter into a contract with Seiler Bros. Construction Inc. for the 2025 Annual Sidewalk Program.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Alderperson Belanger, Seconded by Vice Chair Ramey.
Voting Yea: Chair Dekker, Vice Chair Ramey, Alderperson Belanger

8. Res. No. 193-24-25 / A resolution authorizing the appropriate City officials to enter into a contract with LaLonde Contractors, Inc. for the construction of the North 6th Street and North 7th Street (Bell Avenue – North Avenue) 2025 Street Improvements.

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

9. Res. No. 194-24-25 / A resolution authorizing the appropriate City officials to enter into a contract with Vinton Construction Company for the North Commerce Street Improvements.

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

10. Res. No. 195-24-25 / A resolution authorizing the appropriate City officials to enter into a contract with Cornerstone Pavers, LLC for the 2025 Street Improvements –South 18th Street (Washington Avenue to Mead Avenue).

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

11. Res. No. 196-24-25 / A resolution authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company for the construction of the 2025 Street Improvements – North 25th Street (Superior Avenue – North Avenue).

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

12. Res. No. 197-24-25 / A resolution authorizing the City Attorney's Office to draft a Facility Access/Rental Agreement for use at the Uptown Social building.

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

13. Sheboygan Biergarten DISCUSSION ONLY

NEXT MEETING DATE

14. Next Regular Meeting Date: To be determined

ADJOURNMENT

15. Motion to Adjourn Sine Die

MOTION TO ADJOURN AT 5:41 PM

Motion made by Alderperson Belanger, Seconded by Vice Chair Ramey.
Voting Yea: Chair Dekker, Vice Chair Ramey, Alderperson Belanger

Item 5.

AGENDA ITEM MEMORANDUM

DATE: 5/12/2025

TO: Public Works Committee

FROM: Tim Bull – City Forester

SUBJECT: New tree planting appeal – 2111 Kansas Avenue

Municipal code Section 56-23 Appeal

Any person who objects to proposed parkway tree planting may appeal to the public works committee within ten days of publication of the notice. The public works committee shall hear such appeal within 30 days of receipt of written notice of appeal. After such hearing the committee shall notify the appealing party of its decision.

ISSUE

A new street tree is scheduled to be planted in the right of way adjacent to this property. The property owner prefers not to have a tree planted. The Public Works Committee needs to decide if the tree is planted at the location or not.

STAFF RECOMMENDATION

Staff recommend the tree is planted at the proposed location.

BACKGROUND/DISCUSSION

The City of Sheboygan's urban forest provides an annual benefit of around \$3 million, this in part includes: reduced stormwater runoff, reduced summer cooling costs, cleaner air and water, and reduced crime.

The City Forester is tasked with evaluating street-by-street all public right-of-way and public area space and site factors which aid in the determination of the tree genus and species and variety best suited to a particular planting site in regard to growth habits, shape, form, health, disease, insect and pest resistance, conflict with wires, lights, pavement, traffic, pedestrians, sidewalks, environmental pollution, sewers and space availability.

Kansas Avenue was evaluated for Spring 2025 tree planting and all available tree planting sites were assigned a specific tree species suitable for their location.



DEPARTMENT OF
PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

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AGENDA ITEM MEMORANDUM (CONT.)



The proposed planting site is 15' away from the fire hydrant, 15' away from the driveway, and 20' away from the sewer lateral. (10' is the minimum distance suggestion)

Reasons listed in the appeal letter for not wanting a tree and reasons the City Forester supports having a tree:

- Does not want any sunlight shaded on the house
 - The species being planted is a Robin Hill Serviceberry which matures with an oval-upright shaped canopy reaching 20 feet tall and 12 feet wide.
 - This tree will not shade the house.
- Does not want pipes, street curb or sidewalk damaged by tree
 - The sewer lateral is 20' away from the planting site, which is twice the distance than the minimum suggested. This tree is small and stays small at maturity. It is highly unlikely the tree will damage the sidewalk or road.
- Does not want to clean up more leaves
 - Trees offer more benefits than negatives, this is a small tree and will not be very challenging to clean up.
- Does not want anything to block their view while backing out of driveway
 - One small stationary tree located 15 feet from the driveway will not significantly hinder the ability to back out of the driveway safely.



AGENDA ITEM MEMORANDUM (CONT.)



FUNDING IMPACT

There is no funding impact with this decision.

NEXT STEPS:

If approved to plant the tree at this location, it will be planted within 10 days by the Forestry Division.

If not approved for planting the tree at this location, it will be planted in October at an alternate location to be determined by the Forestry Division.

April 7, 2025

Item 6.

City of Sheboygan

attn: Tim BILL City Forester

While I appreciate the opportunity to have a tree on my front yard I am requesting not to have it placed in my NORTH facing house. I get limited sun on my front window. I also since moving back to Sheboygan 8 years ago - 5 pipes broke in street - tearing up street and sidewalk on my property. I see in town what a tree does to sidewalk here in many locations on the southside. I also do not need any more leaves on my property to clean up from neighborhood trees in front of peoples houses. Also backing out of my driveway is dangerous enough with the curves on both ends of Kansas Avenue 21st & 22nd St please take that tree and plant it where someone really needs it - not a NORTH facing house!

Rene Kemptert
2111 Kansas Ave
Sheboygan WI 53081

920 382 6862 phone



Roxie Kempfert
2111 Kansas Ave.
Sheboygan, WI 53081-6529

Item 6.

Tim Bull - appeal tree letter!
City of Sheboygan - Forester
2026 New Jersey Ave

4pm TODAY! 4/7/25

To Appeal tree planting
on my North facing property

10

I was born in this city 1952 - grad - South "D"
 Lived here until 2001 - then May. 11, 2011
 Came back here in 2017 as family lives here
 still - so I do know what goes on in this
 city (nick Not to my liking) more
 city has many ~~more~~ areas to beautify
 with out ~~these~~ in my land that access North
 Not much son! and my tax \$

AGENDA ITEM MEMORANDUM

DATE: 5/12/2025

TO: Public Works Committee

FROM: Tim Bull – City Forester

SUBJECT: New tree planting appeal – 3027 S 20th Street

Municipal code Section 56-23 Appeal

Any person who objects to proposed parkway tree planting may appeal to the public works committee within ten days of publication of the notice. The public works committee shall hear such appeal within 30 days of receipt of written notice of appeal. After such hearing the committee shall notify the appealing party of its decision.

ISSUE

A new street tree is scheduled to be planted in the right of way adjacent to this property. The property owner prefers not to have a tree planted. The Public Works Committee needs to decide if the tree does get planted at the location or not.

STAFF RECOMMENDATION

Staff recommend the tree is planted at the proposed location.

BACKGROUND/DISCUSSION

The City of Sheboygan's urban forest provides an annual benefit of around \$3 million, this in part includes: reduced stormwater runoff, reduced summer cooling costs, cleaner air and water, and reduced crime.

The City Forester is tasked with evaluating street-by-street all public right-of-way and public area space and site factors which aid in the determination of the tree genus and species and variety best suited to a particular planting site in regard to growth habits, shape, form, health, disease, insect and pest resistance, conflict with wires, lights, pavement, traffic, pedestrians, sidewalks, environmental pollution, sewers and space availability.

South 20th street was evaluated for Spring 2025 tree planting and all available tree planting sites were assigned a specific tree species suitable for their location.



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AGENDA ITEM MEMORANDUM (CONT.)



The proposed planting site is 30' away from the fire hydrant, 11' away from the driveway, and 11' away from the sewer lateral. (10' is the minimum distance suggestion)

The proposed tree species is a Scarlet Fire Dogwood which matures with an oval shaped canopy reaching 20 feet tall and 18 feet wide.

Reasons listed in the appeal letter for not wanting a tree and reasons the City Forester supports having a tree:

- Maintains lawn on an above average scale, including the area the tree is scheduled to be planted.
 - A tree is not much different than a street light or fire hydrant with regards to how grass can be maintained around them.
- Does not want any more shadows at night – the street is dark enough
 - This is a small tree and is 60 feet away from the nearest street light.
- Does not want more obstacles to hamper the task of putting his 2 year old granddaughter in her car seat – he has had multiple back surgeries
 - The tree will be 10 feet away from the sidewalk entrance.





AGENDA ITEM MEMORANDUM (CONT.)



FUNDING IMPACT

There is no funding impact with this decision

NEXT STEPS:

If approved to plant the tree at this location, it will be planted within 10 days by the Forestry Division.

If not approved for planting the tree at this location, it will be planted in October at an alternate location to be determined by the Forestry Division.

TO WHOM IT MAY CONCERN:

MY NAME IS PATRICK PENTER. I'M WRITING THIS LETTER IN REGARDS TO THE TREE PLANTING ON SOUTH 20TH STREET. I AM ASKING THAT THE CITY OF SHEBOYGAN AND THE DPW GRANT MY WISHES TO "NOT" PLANT A TREE IN FRONT OF 3027 SOUTH 20TH STREET. I MAINTAIN MY LAWN ON AN ABOVE AVERAGE SCALE INCLUDING THE AREA BETWEEN THE SIDEWALK AND THE CURB WHERE THEY INTEND TO PUT THE TREE. I BELIEVE THE STREET IS DARK ENOUGH AT NIGHT THAT WE ALSO DO NOT NEED ANYMORE SHADOWS. I PUT MY 2 YEAR OLD GRANDDAUGHTER IN A CAR SEAT AND DONT NEED ANY OBSTACLES TO HAMPER THE SITUATION AND IVE ALSO HAD MULTIPLE BACK SURGERY'S.

THANK YOU; YOUR COOPERATION IS APPRECIATED.

Patrick Penner
3027 SOUTH 20TH STREET

TO WHOM IT MAY CONCERN

MY NAME IS TRAVIS BENTLEY. I AM WRITING THIS LETTER IN REGARDS TO THE TREE PLANTING ON SOUTH BOSTON STREET.

I AM REQUESTING THAT THE CITY OF BOSTON AND THE BOSTON GOVT. CITY ENGINEERS PLANT A TREE IN FRONT OF 303 SOUTH BOSTON STREET. I MENTION MY LAMIN ON AN ABOVE AVERAGE SLOPE INCLUDING THE AREA BETWEEN THE SIDEWALK AND THE CURB WHERE THEY INTEND TO PUT THE TREE. I BELIEVE THE STREET IS DARK ENOUGH AT NIGHT THAT WE ALSO DO NOT NEED ANYMORE SHADOWS. I PUT MY 2 MARK AND GRADIENTS IN A CAR SET AND DON'T NEED ANYMORE TO REPEL THE SITUATION AND THE ALSO HAD MULTIPLE DARK SUGGESTIONS.

THANK YOU; YOUR COOPERATION IS APPRECIATED.

Travis Bentley
303 South Boston Street



AGENDA ITEM MEMORANDUM

DATE: 5/12/2025

TO: Public Works Committee

FROM: Tim Bull – City Forester

SUBJECT: New tree planting appeal – 3101 S 20th Street

Municipal code Section 56-23 Appeal

Any person who objects to proposed parkway tree planting may appeal to the public works committee within ten days of publication of the notice. The public works committee shall hear such appeal within 30 days of receipt of written notice of appeal. After such hearing the committee shall notify the appealing party of its decision.

ISSUE

A new street tree is scheduled to be planted in the right of way adjacent to this property. The property owner prefers to not have a tree planted. The Public Works Committee needs to decide if the tree is planted at the location or not.

STAFF RECOMMENDATION

Staff recommend the tree is planted at the proposed location.

BACKGROUND/DISCUSSION

The City of Sheboygan’s urban forest provides an annual benefit of around \$3 million, this in part includes: reduced stormwater runoff, reduced summer cooling costs, cleaner air and water, and reduced crime.

The City Forester is tasked with evaluating street-by-street all public right-of-way and public area space and site factors which aid in the determination of the tree genus and species and variety best suited to a particular planting site in regard to growth habits, shape, form, health, disease, insect and pest resistance, conflict with wires, lights, pavement, traffic, pedestrians, sidewalks, environmental pollution, sewers and space availability.

South 20th street was evaluated for Spring 2025 tree planting and all available tree planting sites were assigned a specific tree species suitable for their location.



DEPARTMENT OF PUBLIC WORKS

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AGENDA ITEM MEMORANDUM (CONT.)

Proposed planting site is 18' away from the driveway, and 10' away from the sewer lateral. (10' is the minimum distance suggestion)

The proposed tree species is a Scarlet Fire Dogwood which matures with an oval shaped canopy reaching 20 feet tall and 18 feet wide.

Reasons listed in the appeal letter for not wanting a tree and reasons the City Forester supports having a tree:

- Does not want to have to cut the grass around the tree
 - A tree is not much different than a street light or fire hydrant with regards to how grass can be maintained around them.
- Does not want the sidewalk damaged from tree
 - This is a small tree at maturity and it is highly unlikely the sidewalk will be damaged from this tree.
- Concerned a new tree will cause allergy problems
 - If there is a history of dogwood allergies, an alternative species could be selected: Robin Hill Serviceberry, Adirondack Crabapple, Nannyberry, City Sprite Zelkova, or Tupelo Tower Black Tupelo
- Doesn't want to rake the leaves
 - Trees offer more benefits than negatives, this is a small tree and will not be very challenging to clean up.
- Believes it is not right or fair to not give the adjacent property owner the choice in having a street tree or not.
 - The appeal process provides adjacent property owners the chance to voice their opinions and concerns as to why a tree is not a good fit next to their property. The city forester has selected an appropriate species to be planted at this available planting site. It is up to the Public Works Committee to decide if the tree is planted based on the circumstances.



FUNDING IMPACT

There is no funding impact with this decision.



AGENDA ITEM MEMORANDUM (CONT.)

NEXT STEPS:

If approved to plant the tree at this location, they will be planted within 10 days by the Forestry Division.

If not approved for planting the tree at this location, it will be planted in October at an alternate location to be determined by the Forestry Division.

Patrick Miron/Brenda
3101 South 20th St
Sheboygan, WI 53081
(920) 889-3295

Item 8.

Whom It May Concern;

I do not want a tree planted on my property. The reasons why are: I cut the grass and would have to go around it, I do not want to replace the sidewalk and curb down the road, my wife has allergies and planting a tree would have her allergies get worse. I will have to rake all the leaves that come off the tree. I have been cutting and taking care of this grass and yard on my property for 20 years this year; so I should have the right as a property owner to have the choice to have a tree put on my property and not be forced and have no say in it. I do not want a tree planted on my property; you guys don't come cut my grass or rake the leaves or take care of any of my property. I do so it is not right or fair that I have no choice to say yes or no to the tree. Again I do not want a tree planted!!

Sincerely,

Patrick Miron 4-9-25
Brenda Miron 4-9-25

AGENDA ITEM MEMORANDUM

DATE: 5/12/2025

TO: Public Works Committee

FROM: Tim Bull – City Forester

SUBJECT: New tree planting appeal – 3106 S 20th Street

Municipal Code Section 56-23 Appeal

Any person who objects to proposed parkway tree planting may appeal to the public works committee within ten days of publication of the notice. The public works committee shall hear such appeal within 30 days of receipt of written notice of appeal. After such hearing the committee shall notify the appealing party of its decision.

ISSUE

Two new street trees are scheduled to be planted in the right of way adjacent to this property. The property owner prefers not to have any trees planted. The Public Works Committee needs to decide if the trees are planted at this location or not.

STAFF RECOMMENDATION

Staff recommend the trees are planted at the proposed location.

BACKGROUND/DISCUSSION

The City of Sheboygan’s urban forest provides an annual benefit of around \$3 million, this in part includes: reduced stormwater runoff, reduced summer cooling costs, cleaner air and water, and reduced crime.

The City Forester is tasked with evaluating street-by-street all public right-of-way and public area space and site factors which aid in the determination of the tree genus and species and variety best suited to a particular planting site in regard to growth habits, shape, form, health, disease, insect and pest resistance, conflict with wires, lights, pavement, traffic, pedestrians, sidewalks, environmental pollution, sewers and space availability.

South 20th Street was evaluated for Spring 2025 tree planting and all available tree planting sites were assigned specific tree species suitable for each location.



DEPARTMENT OF PUBLIC WORKS

2026 NEW JERSEY AVE.
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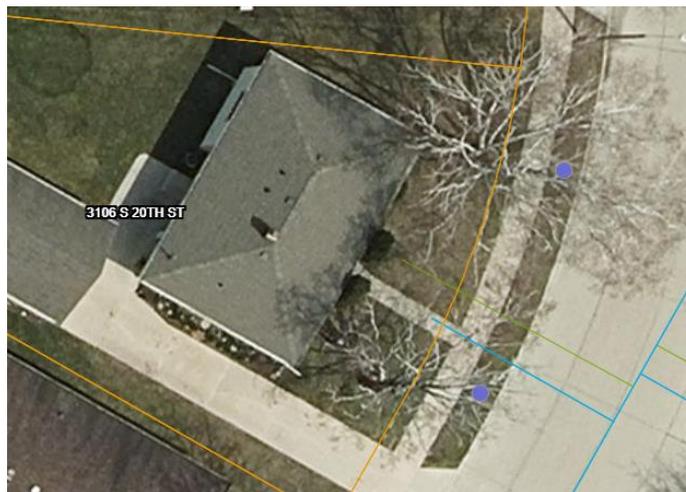
AGENDA ITEM MEMORANDUM (CONT.)

The proposed planting includes two trees: the closest being 14' away from the driveway, and 27' away from the sewer lateral. (10' is the minimum distance suggestion) Also the closest tree to the street light is 20' away (15' is the minimum recommendation)

The proposed tree species are two Robin Hill Serviceberries which mature with an oval-upright shaped canopy reaching 20 feet tall and 12 feet wide.

Reasons listed in the appeal letter for not wanting a tree and reasons the City Forester supports having a tree:

- Does not want a tree blocking the view from front window
 - Two mature trees were removed in 2024 these new trees will be much smaller than the past birch trees.
- Does not want the sidewalk damaged from tree
 - These are small trees at maturity and it is highly unlikely the sidewalk will be damaged from these trees.
- Doesn't want to rake the leaves
 - Trees offer more benefits than negatives, these are small trees and will not be very challenging to clean up.
- Located on a curve in the road with a street light
 - The tree species is small and spaced far enough away from the street light to not interfere.
- Thinks planting trees is frivolous and the City should spend time and money on repairing roads and sidewalks instead
 - The City of Sheboygan has been dedicated to providing and maintaining an urban forest for many decades. For 47 years, the Arbor Day Foundation has recognized Sheboygan as the longest running Wisconsin accredited Tree City USA. Research shows trees are one of the lowest cost investments a city can make providing enormous benefits over their lifetime.



FUNDING IMPACT

There is no funding impact with this decision.



AGENDA ITEM MEMORANDUM (CONT.)

NEXT STEPS:

If approved to plant the trees at this location, they will be planted within 10 days by the Forestry Division.

If not approved for planting the trees at this location, they will be planted in October at an alternate location to be determined by the Forestry Division.

City of Sheboygan – DPW

Diane Daehn

3106 S. 20th Street

Sheboygan, WI 53081

My name is Carrie Strassburg, daughter and caretaker to Diane Daehn. We do not want any trees planted on the property of 3106 S. 20th Street. She is elderly and will not take care of them. She will get 2 and one planted right in front of her front window blocking her view to the outside. It will also be an inconvenience to anyone cutting her lawn. It is also on a curve with a street light. If you look at the sidewalks in this neighborhood it is dangerous for her to walk with the sidewalks already all heaved up by tree roots from the last planting of free trees the city planted. Put it on the list to repair these please. Why don't we fix all the sidewalks in the whole city first then try again. As a property owner, I don't want any. They are a mess, heave the sidewalks, fill the sewers, mess up gas/water lines! I do not see your employee's going door to door raking leaves. My suggestion is to ask people if they want them, give them a choice, or the city can buy property and plant a bunch for a public tree park. Also, set aside land for future growth of trees for lumber for building homes with. Fruit/nut trees the city can sell for profit and food. Make jobs for employees to care and manage these forests of trees you need to plant. I ride my bike in the city and the streets are terrible. Can we find money to pay for employees to fix our infrastructure first then with spare time, do these frivolous projects. You have got to have plow drivers that know what streets are bad and need repair. Ask the post people what sidewalks need repair. They walk on the grass to avoid sidewalks. Put out a letter to all city land owners and openly ask what sidewalks need repair and then fix them. What sewer openings need cleaning? Make it more publicly known to make a claim to have public work done.

In closing, why did the city not put on the postcard that you need to write a letter requesting no tree and by what date. To be delivered by hand to New Jersey Avenue. You were not transparent with this. Will the city be repairing property that the trees die on and replant, reseed, and water the grass to bring it back to what it was before your project? Many do not want these trees. Will the city be raking and gathering these leaves for pickup in the yards of its residents. Go around and sweep sidewalks of slippery leaves when wet in fall. Go to the doors of the residents and ask first before digging up grass to plant these trees. Please donate my mom's two trees to a local park and you can take care of the labor needed to mature these trees. I have seen trees that are dead and have not been removed, roots removed, dirt filled in, grass reseeded and maintained in the past. A few in this neighborhood just had that done this past fall.

Carrie Strassburg

920-946-1989

**CITY OF SHEBOYGAN
RESOLUTION 7-25-26**

BY ALDERPERSONS DEKKER AND RUST.

MAY 5, 2025.

A RESOLUTION allowing Lakeshore Regional Child Advocacy Center to bring certified therapy dogs into their facility within the Uptown Social building.

WHEREAS, Lakeshore Regional Child Advocacy Center (“LCAC”) provides trauma-informed forensic interviews, medical evaluations, and advocacy for children suspected of being maltreated; and

WHEREAS, LCAC rents space within Uptown Social, located at 1817 North 8th Street, which LCAC uses as its Sheboygan branch location; and

WHEREAS, LCAC desires to provide clients access to a certified therapy dog for emotional support while providing services; and

WHEREAS, the City does not otherwise regulate the conditions in which dogs or other pets may be brought into City buildings; and

WHEREAS, it is in the community’s best interest to support those who have been victimized by crime.

NOW, THEREFORE, BE IT RESOLVED: That LCAC may bring certified therapy dog(s) within their facility located at Uptown Social.

BE IT FURTHER RESOLVED: That the LCAC therapy dog(s) may be permitted in other areas within Uptown Social upon consent of the Director of Senior Services.

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

AGENDA ITEM MEMORANDUM

DATE: May 8, 2025

TO: Public Works Committee

FROM: Kevin Jump, PE – City Engineer

SUBJECT: Resolution 8-25-26 – Authorizing a construction contract with Mashuda Contractors for improvements to the Gartman Property.

ISSUE

Should the Public Works Committee recommend authorizing the appropriate City officials to enter into a contract with Mashuda Contractors for the Gartman Property Phase Bid Package 1 Construction?

STAFF RECOMMENDATION

Staff recommends approval of the Mashuda Contractors contract.

BACKGROUND/DISCUSSION

This construction contract with Mashuda Contractors marks the first step in improving the Gartman Property. The first phase of the improvements involves preparing the site for future roadway and utility construction. The work under this contract includes on-site excavation and the construction of two stormwater ponds. Since additional material is required to prepare the site, clay soil from the Butzen Property will be relocated to the Gartman Property.

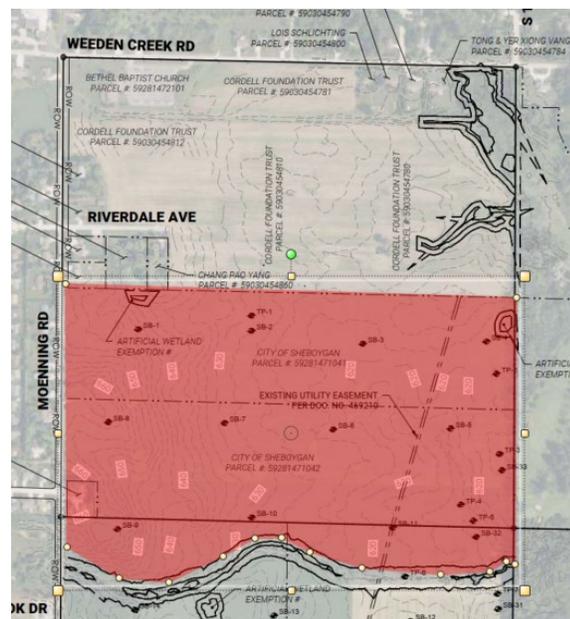


Figure 1 – Approximate Project Limits

Construction under this contract is expected to start this summer and be completed in the spring of 2026.

Later this year, staff expect to bid another project including roadway and utility construction within the same area as this contract.



DEPARTMENT OF
PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
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AGENDA ITEM MEMORANDUM (CONT.)

Five bids were received for the project:

Contractor	Bid Amount
Mashuda Contractors	\$3,297,222.05
Michels Road & Stone, Inc.	\$3,988,525.00
Veit & Company, Inc.	\$4,119,089.50
Relyco Plus LLC	\$4,453,110.50
Buteyn-Peterson Construction Company	\$4,455,612.00

Mashuda Contractors is the lowest bidder. They have provided all the required documentation as part of their bid, and they had an Approved Bidder's Proof of Responsibility on file, per City Ordinance.

The City's design consultant, Foth, provided the attached Letter of Recommendation.

FUNDING IMPACT

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

Account	Description	Amount
423660-621200	TID 23 - Land Improvements	\$3,297,222.05

IF APPROVED, NEXT STEPS:

The contractor will receive a notice of award, and contracts will be executed accordingly.

**CITY OF SHEBOYGAN
RESOLUTION 8-25-26
DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE**

BY ALDERPERSONS DEKKER AND RUST.

MAY 12, 2025.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Mashuda Contractors for the Gartman Property Phase Bid Package 1 Construction.

WHEREAS, the City of Sheboygan has advertised for bids to construct the Gartman Property Phase Bid Package 1 (the “Project”); and

WHEREAS, the lowest bid of the five (5) received was from Mashuda Contractors for \$3,297,222.05; and

WHEREAS, the City Engineer has reviewed the bids and determined that the low bid met all of the project specifications.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached agreement with Mashuda Contractors for the construction of the Project.

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

BE IT FURTHER RESOLVED: That the Deputy City Attorney is authorized to approve the agreement for form.

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

PROJECT MAN						
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement			
		Section:	00 52 00			
		Bid Number:	C25-10	Page:	1 of 7	
		Foth Project:	24S042.00	Date:	April 2025	

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

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and Mashuda Contractors ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Gartman Property Phase Bid Package 1, City of Sheboygan

ARTICLE 3 – ENGINEER

3.02 The part of the Project that pertains to the Work has been designed by Foth Infrastructure & Environment, LLC within review by the City of Sheboygan.

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

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before June 1, 2026 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.

4.03 *Milestones*

A. Milestone 1.

Milestone 1 must be completed on or before October 15, 2025: full construction of Gartman Pond A and Pond B; Gartman onsite excavation/fill/compaction and offsite fill/compaction as indicated on sheet C2.00; seasonal stabilization of all disturbed areas; stop work over winter.

4.04 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration

PROJECT MAN					
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
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		Foth Project:	24S042.00	Date:	April 2025

proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
 4. Milestones: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each Milestone, until Milestone is achieved.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.05 *Special Damages*

- C. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- D. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) as stated in Contractor's Bid, attached hereto as an exhibit.

PROJECT MAN					
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	C25-10	Page:	3 of 7
		Foth Project:	24S042.00	Date:	April 2025

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

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

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

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

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

6.03 Final Payment

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

6.04 Interest

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

PROJECT MAN						
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement			
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		Bid Number:	C25-10	Page:	4 of 7	
		Foth Project:	24S042.00	Date:	April 2025	

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
 - 4. Drawings as listed in the table of contents of the drawings (copy of list attached and incorporated by reference).
 - 5. Addenda (not attached but incorporated by reference)
 - a. Number 1.
 - b. Number 2.
 - 6. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor’s Bid consisting of 1 Page.
 - 7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed,
 - b. Work Change Directives,
 - c. Change Orders,
 - d. Field Order,
 - e. Task Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8 – REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor’s Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

PROJECT MAN							
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:		Agreement			
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		Bid Number:		C25-10	Page:	5 of 7	
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3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

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

8.03 *Standard General Conditions*

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

(Continued on next page)

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title: Agreement	
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		Bid Number: C25-10	Page: 7 of 7
		Foth Project: 24S042.00	Date: April 2025

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

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

OWNER:
(Signatures authorized pursuant to Res. ____-25-26)

CONTRACTOR:

City of Sheboygan

Mashuda Contractors

By:

By:

(signature)

(signature)

Name, Title:

Ryan Sorenson, Mayor

Name, Title:

_____ (printed)

Date:

Date:

Attest:

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

By:

Address for giving notices:

(signature)

Name, Title:

Meredith DeBruin, City Clerk

Date:

Address for giving notices:

City of Sheboygan – Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081

Approved by:

(signature)

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

Date:

Approved as to form and Execution by:

(signature)

Name, Title: City Attorney

Date:

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title: Table of Contents	
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		Bid Number: C25-10	Page: 1 of 2
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**Gartman Property Bid Package 1
City of Sheboygan**

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PROJECT MAN					
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Gartman Bid Package 1 (#9622038)

Owner: City of Sheboygan

Solicitor: Foth - Milwaukee

04/22/2025 02:00 PM CDT

						Mashuda Contractors	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price2	Extension3
	1	1	Mobilization/Demobilization	LS	1	\$22,500.00	\$22,500.00
	2	2	Vehicle Tracking Pad	EA	1	\$12,780.00	\$12,780.00
	3	3	Staging & Laydown Pad	SY	2900	\$15.95	\$46,255.00
	4	4	Clearing & Grubbing	AC	1	\$10,000.00	\$10,000.00
	5	5	Topsoil Stripping and Stockpiling	CY	140000	\$2.15	\$301,000.00
	6	6	Onsite Excavation/Fill/Compaction	CY	112000	\$2.99	\$334,880.00
	7	7	Offsite Fill/Compaction	CY	270000	\$1.00	\$270,000.00
	8	8	6" Topsoil Respread	CY	80000	\$2.15	\$172,000.00
	9	9	Silt Fence	LF	12500	\$1.59	\$19,875.00
	10	10	Ditch Checks	EA	80	\$75.00	\$6,000.00
	11	11	Channel Erosion Mat	SY	600	\$1.89	\$1,134.00
	12	12	Non-Channel Erosion Mat	SY	22000	\$1.17	\$25,740.00
	13	13	Temporary Seeding	AC	73.7	\$200.00	\$14,740.00
	14	14	Permanent Seeding/Fertilizer/Mulch	AC	73.7	\$495.00	\$36,481.50
	15	15	2' Compacted Clay Liner - Pond A	CY	6700	\$5.50	\$36,850.00
	16	16	Outlet Control - Pond A	LS	1	\$16,980.00	\$16,980.00
	17	17	Emergency Spillway - Pond A	LS	1	\$4,500.00	\$4,500.00
	18	18	2' Compacted Clay Liner - Pond B	CY	6700	\$5.50	\$36,850.00
	19	19	Outlet Control - Pond B	LS	1	\$16,185.00	\$16,185.00
	20	20	Emergency Spillway - Pond B	LS	1	\$4,500.00	\$4,500.00
	21	21	Drain Tile Manhole	EA	2	\$5,125.00	\$10,250.00
	22	22	15" Drain Tile	LF	343	\$40.85	\$14,011.55
	23	23	Dewatering	ALW	1	\$5,000.00	\$5,000.00
	24	24	Construction Staking	LS	1	\$1.00	\$1.00
	25	25	Traffic Control	LS	1	\$1,750.00	\$1,750.00
	26	26	Mobilization / Demobilization	LS	1	\$22,500.00	\$22,500.00
	27	27	Vehicle Tracking Pad	EA	1	\$4,400.00	\$4,400.00
	28	28	Stripping/Replacement	SY	82400	\$0.80	\$65,920.00
	29	29	Excavation/Hauling	CY	270000	\$6.25	\$1,687,500.00
	30	30	Inlet Protection	EA	10	\$65.00	\$650.00
	31	31	Silt Fence	LF	3700	\$1.70	\$6,290.00
	32	32	Sediment Trap	LS	1	\$15,000.00	\$15,000.00
	33	33	Hydro-Seeding	SY	82400	\$0.77	\$63,448.00
	34	34	Alliant Access Road Restoration	LS	1	\$9,500.00	\$9,500.00
	35	35	Construction Staking	LS	1	\$1.00	\$1.00
	36	36	Traffic Control	LS	1	\$1,750.00	\$1,750.00
Total							\$3,297,222.05



AGENDA ITEM MEMORANDUM

DATE: May 8, 2025

TO: Public Works Committee

FROM: Kevin Jump, PE – City Engineer

SUBJECT: Resolution 9-25-26 – Authorizing a construction contract with Buteyn-Peterson Construction Company, Inc. for improvements to the intersection of North Taylor Drive and Wilgus Avenue.

ISSUE

Should the Public Works Committee recommend authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company, Inc. for the Taylor Drive and Wilgus Avenue Reconstruction?

STAFF RECOMMENDATION

Staff recommends approval of the Buteyn-Peterson Construction Company, Inc., contract.

BACKGROUND/DISCUSSION

Public Works staff have identified several issues with the underground conduit and wiring for the traffic signals at the intersection of North Taylor Drive and Wilgus Avenue. The issues include collapsed conduit and damaged wires, resulting in limited ability to perform repairs without the need to excavate in the roadway.

To minimize significant downtime to the traffic signals if an issue arises, the project will proactively replace the conduits and upgrade the traffic signal hardware. Construction will also include new concrete pavement and minor modifications to the intersection.

Construction is scheduled to occur later this year or early next year, depending on the lead times required to obtain the necessary traffic signal hardware.

Three bids were received for the project:

Contractor	Bid Amount
Buteyn-Peterson Construction Company	\$725,807.15
Vinton Construction Company	\$730,414.37
LaLonde Contractors, Inc.	\$739,588.05

Buteyn-Peterson Construction Company is the lowest bidder. They have provided all the required documentation as part of their bid, and they have an Approved Bidder's Proof of Responsibility on file, per City Ordinance.

FUNDING IMPACT

Funds for this construction have been included in the TID 22 project plan.

Account	Description	Amount
422660-641200	TID 22 – Street Improvements	\$725,807.15

IF APPROVED, NEXT STEPS:

The contractor will receive a notice of award, and contracts will be executed accordingly.

DEPARTMENT OF
PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

920/459-3440
sheboyganwi.gov

**CITY OF SHEBOYGAN
RESOLUTION 9-25-26
DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE.**

BY ALDERPERSONS DEKKER AND RUST.

MAY 12, 2025.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company, Inc. for the Taylor Drive and Wilgus Avenue Reconstruction.

WHEREAS, the City of Sheboygan has advertised for bids to construct the Taylor Drive and Wilgus Avenue Reconstruction (the "Project"); and

WHEREAS, the lowest bid of the three (3) received was from Buteyn-Peterson Construction Company, Inc. for \$725,807.15; and

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

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

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached agreement with Buteyn-Peterson Construction Company, Inc. for the construction of the Project.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to draw funds from Acct. No. 422660-641200 (TID 22 – Street Improvements), upon the agreement being fully executed by all parties, to pay for the construction done pursuant to the agreement.

BE IT FURTHER RESOLVED: That the Deputy City Attorney is authorized to approve the agreement for form.

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

PROJECT MAN				
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement	
		Section:	00 52 00	
		Bid Number:	2490-24	Page:

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

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

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Taylor Drive and Wilgus Avenue Reconstruction, City of Sheboygan, Sheboygan County

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by JT Engineering, Inc.
- 3.02 The Engineering Division, Department of Public Works, City of Sheboygan, Sheboygan, WI will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
 - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
 - A. The Work will be substantially completed within 40 working days and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.
- 4.03 *Milestones*
 - A. Parts of the Work must be substantially completed on or before the following Milestone(s):
 - 1. N/A
- 4.04 *Liquidated Damages*
 - A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

PROJECT MAN				
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1. Substantial Completion: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
 4. Milestones: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each Milestone, until Milestone is achieved.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner’s sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.05 *Special Damages*

- C. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor’s failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- D. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) as stated in Contractor’s Bid, attached hereto as an exhibit.
 - B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

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ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

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

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

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

6.03 Final Payment

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

6.04 Interest

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

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).

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- b. Payment bond (together with power of attorney).
- 3. Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
- 4. Drawings as listed in the table of contents of the drawings (copy of list attached and incorporated by reference).
- 5. Addenda (not attached but incorporated by reference)
 - a. Number 1 dated 4/21/25
- 6. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid consisting of 2 pages.
- 7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed,
 - b. Work Change Directives,
 - c. Change Orders,
 - d. Field Order,
 - e. Task Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

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

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in

PROJECT MAN					
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the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

- 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
- 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- 10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 Standard General Conditions

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

PROJECT MAN				
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(Continued on next page)

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

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

OWNER:
(Signatures authorized pursuant to Res. ____-25-26)

CONTRACTOR:

City of Sheboygan

Buteyn-Peterson Construction Company, Inc.

By:

By:

(signature)

(signature)

Name, Title:

Ryan Sorenson, Mayor

Name, Title:

_____ (printed)

Date:

Date:

Attest:

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

By:

Address for giving notices:

(signature)

Name, Title:

Meredith DeBruin, City Clerk

Date:

Address for giving notices:

City of Sheboygan - Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081

Approved by:

(signature)

Name, Title:

Evan Grossen, Deputy Finance Director/Comptroller

Date:

Approved as to form and Execution by:

(signature)

Name, Title:

City Attorney

Date:

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Table of Contents		
		Section:	00 01 10		
		Bid Number:	C25-005	Page:	1 of 1

**Taylor Drive and Wilgus Avenue Reconstruction
City of Sheboygan, Sheboygan County**

SECTION	TITLE	Pages
00 00 00	PROCUREMENT AND CONTRACTING REQUIREMENTS	
	Introductory Information	
00 01 01	Cover	1
00 01 10	Table of Contents	2
	Procurement Requirements	
00 11 13	Advertisement for Bids	2
00 21 13	Instructions for Bidders	10
00 41 43	Bid Form	6
00 41 44	Unit Price Worksheet	1
00 41 44.1	Schedule of Prices	3
00 42 13	Bid Bond	2
00 45 13	Bidder's Proof of Responsibility	5
00 45 20	Bidder's Proof of Responsibility and Non-Collusion Affidavit - Subcontractor	3
00 45 50	List of Subcontractors	1
	Contracting Requirements	
00 52 00	Agreement	7
00 55 00	Notice to Proceed	1
00 61 13	Performance Bond Form	3
00 61 14	Payment Bond Form	3
00 62 11	Submittal Cover	1
00 62 76	Application for Payment	2
00 63 13	Request for Information	1
00 63 63	Change Order Form	2
00 65 16	Certificate of Substantial Completion	1
00 65 18	Contractor's Affidavit of Compliance Certification and Release	1
00 65 19	Consent of Surety to Final Payment	1
00 72 00	Standard General Conditions of the Construction Contract - 2018	78
00 73 00	Supplementary Conditions	13
	GENERAL REQUIREMENTS	
01 11 00	Summary of Work	2
01 14 00	Work Restrictions	5
01 57 19	Temporary Environmental Controls	2
01 71 23	Construction Staking	2
01 78 00	Closeout Requirements	2
01 78 19	Project Record Requirements	2
	SPECIAL PROVISIONS	10



GREEN BAY MADISON
MILWAUKEE GREEN BAY FALLS
GREEN BAY CENTRE BLVD
HOBART, WI 54155

CLIENT:



CLIENT ADDRESS:

2026 New Jersey Avenue
SHEBOYGAN, WI 53081

PROJECT:

TAYLOR DRIVE & WILGUS
AVENUE INTERSECTION
RECONSTRUCTION

PROJECT ADDRESS:

TAYLOR DR AND
WILGUS AVE
CITY OF SHEBOYGAN

SHEET TITLE:

TITLE SHEET

DRAFT/REVISIONS:

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DATE ISSUED:

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DRAWN BY:

XX

REVIEWED BY:

XX

IT PROJECT NUMBER: 230003

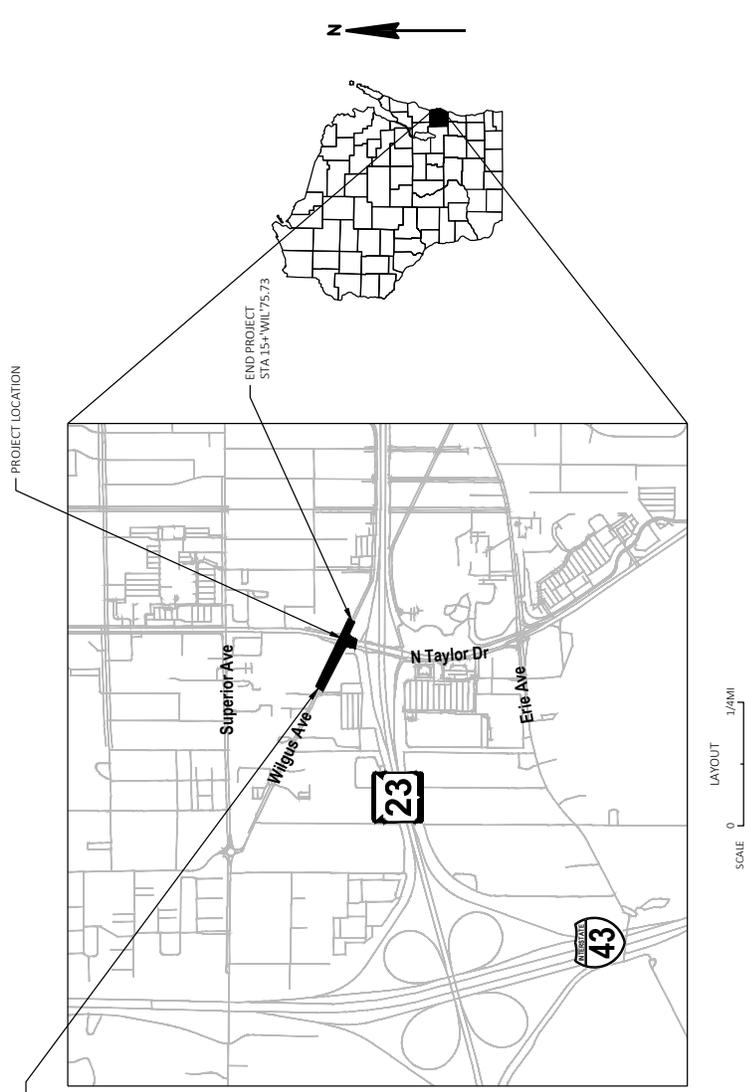
SHEET NUMBER: 1/94

Item 12.

CITY OF SHEBOYGAN

DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION

TAYLOR DRIVE AND WILGUS AVENUE RECONSTRUCTION



BEGIN PROJECT
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Y=179161.77

END PROJECT
STA 15+00.00
X=208787.07
Y=179161.77

INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	GENERAL NOTES
3	TYPICAL SECTIONS
7	REMOVAL PLAN
8	CURB RAMPS
12	PLAN DETAILS
13	PAVEMENT GRADES
15	PERMANENT SIGNING & PAVEMENT MARKINGS
17	TRAFFIC SIGNAL REMOVAL
18	TRAFFIC SIGNAL TEMPORARY
19	TRAFFIC SIGNAL PHASING
21	TRAFFIC CONTROL
23	MISCELLANEOUS QUANTITIES
28	PLAN AND PROFILE
29	CROSS SECTIONS

CONVENTIONAL SYMBOLS

<ul style="list-style-type: none"> PLAN CORPORATE LIMITS PROPERTY LINE LOT LINE LIMITED HIGHWAY EASEMENT EXISTING RIGHT OF WAY PROPOSED NEW R/W LINE SLOPE INTERCEPT REFERENCE LINE EXISTING CULVERT PROPOSED CULVERT (Box or Pipe) COMBUSTIBLE FLUIDS MARSH AREA WOODED OR SHRUB AREA 	<ul style="list-style-type: none"> PROFILE GRADE LINE ORIGINAL GROUND MARSH OR ROCK PROFILE (To be noted as such) SPECIAL DITCH GRADE ELEVATION CULVERT (Profile View) UTILITIES ELECTRIC OVERHEAD ELECTRIC FIBER OPTIC GAS SANITARY SEWER STORM SEWER TELEPHONE WATER UTILITY PEDESTAL POWER POLE TELEPHONE POLE
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DIGGERS HOTLINE
Dial 811 or (800)242-8511
www.DiggersHotline.com

THE EXACT LOCATION OF UNDERGROUND UTILITIES ARE UNKNOWN. THE CONTRACTOR SHALL CONTACT DIGGERS HOTLINE AND ALL OTHER UTILITY OWNERS WHICH ARE WITHIN PROJECT LIMITS, BEFORE COMMENCING EXCAVATION.
CALL A MINIMUM OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE.

FILE NAME: X:\PROJECTS\SHEBOYGAN\230003 TAYLOR & WILGUS INTERSECTION\DESIGN\CDS\SHETS\PLAN\010101-11.DWG

Taylor Drive and Wilgus Avenue Reconstruction (#9628343)
 Owner: Sheboygan WI, City of
 Solicitor: Sheboygan WI, City of
 04/23/2025 10:00 AM CDT

						Buteyn-Peterson Construction Company	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
	1	201.0105	CLEARING	STA	2.00	\$2,500.00	\$5,000.00
	2	201.0205	GRUBBING	STA	2.00	\$500.00	\$1,000.00
	3	204.01	REMOVING CONCRETE PAVEMENT	SY	2114.00	\$8.00	\$16,912.00
	4	204.015	REMOVING CURB & GUTTER	LF	369.00	\$12.00	\$4,428.00
	5	204.0155	REMOVING CONCRETE SIDEWALK	SY	304.00	\$12.00	\$3,648.00
	6	204.0195	REMOVING CONCRETE BASES	EACH	8.00	\$200.00	\$1,600.00
	7	204.022	REMOVING INLETS	EACH	2.00	\$500.00	\$1,000.00
	8	205.01	EXCAVATION COMMON	CY	1572.00	\$35.00	\$55,020.00
	9	213.01	FINISHING ROADWAY (PROJECT)	EACH	1.00	\$1,000.00	\$1,000.00
	10	305.012	BASE AGGREGATE DENSE 1 1/4-INCH	TON	1078.00	\$30.00	\$32,340.00
	11	415.008	CONCRETE PAVEMENT 8-INCH	SY	2000.00	\$80.39	\$160,780.00
	12	416.061	DRILLED TIE BARS	EACH	47.00	\$10.00	\$470.00
	13	416.062	DRILLED DOWEL BARS	EACH	21.00	\$16.50	\$346.50
	14	520.8	CONCRETE COLLARS FOR PIPE	EACH	1.00	\$1,000.00	\$1,000.00
	15	601.0409	CONCRETE CURB & GUTTER 30-INCH TYPE A	LF	841.00	\$23.95	\$20,141.95
	16	601.06	CONCRETE CURB PEDESTRIAN	LF	373.00	\$35.00	\$13,055.00
	17	602.041	CONCRETE SIDEWALK 5-INCH	SF	2938.00	\$6.85	\$20,125.30
	18	602.0515	CURB RAMP DETECTABLE WARNING FIELD NATURAL PATINA NATURAL PATINA	SF	60.00	\$32.00	\$1,920.00
	19	602.0615	CURB RAMP DETECTABLE WARNING FIELD RADIAL NATURAL PATINA	SF	21.00	\$52.00	\$1,092.00
	20	608.0312	STORM SEWER PIPE REINFORCED CONCRETE CLASS III 12-INCH	LF	21.00	\$150.00	\$3,150.00
	21	611.0606	INLET COVERS TYPE B	EACH	2.00	\$850.00	\$1,700.00
	22	611.1004	CATCH BASINS 4-FT DIAMETER	EACH	2.00	\$3,500.00	\$7,000.00
	23	611.2004	MANHOLES 4-FT DIAMETER	EACH	1.00	\$7,500.00	\$7,500.00
	24	611.811	ADJUSTING MANHOLE COVERS	EACH	4.00	\$1,250.00	\$5,000.00
	25	618.01	MAINTENANCE AND REPAIR OF HAUL ROADS (PROJECT)	EACH	1.00	\$0.01	\$0.01
	26	619.1	MOBILIZATION	EACH	1.00	\$71,500.00	\$71,500.00
	27	620.03	CONCRETE MEDIAN SLOPED NOSE	SF	16.00	\$14.00	\$224.00
	28	624.01	WATER	MGAL	16.00	\$0.01	\$0.16
	29	628.1905	MOBILIZATIONS EROSION CONTROL	EACH	10.00	\$0.01	\$0.10
	30	628.191	MOBILIZATIONS EMERGENCY EROSION CONTROL	EACH	8.00	\$0.01	\$0.08
	31	634.0814	POSTS TUBULAR STEEL 2X2-INCH X 14-FT	EACH	2.00	\$350.00	\$700.00
	32	637.221	SIGNS TYPE II REFLECTIVE H	SF	45.72	\$65.00	\$2,971.80
	33	638.2102	MOVING SIGNS TYPE II	EACH	10.00	\$350.00	\$3,500.00
	34	638.2602	REMOVING SIGNS TYPE II	EACH	6.00	\$150.00	\$900.00
	35	638.3	REMOVING SMALL SIGN SUPPORTS	EACH	2.00	\$150.00	\$300.00
	36	638.4	MOVING SMALL SIGN SUPPORTS	EACH	3.00	\$350.00	\$1,050.00
	37	646.102	PAVEMENT MARKING LINE EPOXY 4-INCH	LF	635.00	\$3.50	\$2,222.50
	38	646.302	PAVEMENT MARKING LINE EPOXY 8-INCH	LF	374.00	\$7.00	\$2,618.00
	39	646.502	PAVEMENT MARKING ARROW EPOXY	EACH	4.00	\$295.00	\$1,180.00
	40	646.512	PAVEMENT MARKING WORD EPOXY	EACH	1.00	\$300.00	\$300.00
	41	646.612	PAVEMENT MARKING STOP LINE EPOXY 18-INCH	LF	86.00	\$21.00	\$1,806.00
	42	646.742	PAVEMENT MARKING CROSSWALK EPOXY TRANSVERSE LINE 6-INCH	LF	398.00	\$15.00	\$5,970.00
	43	652.0225	CONDUIT RIGID NONMETALLIC SCHEDULE 40 2-INCH	LF	105.00	\$10.00	\$1,050.00
	44	652.0235	CONDUIT RIGID NONMETALLIC SCHEDULE 40 3-INCH	LF	270.00	\$14.00	\$3,780.00
	45	652.0615	CONDUIT SPECIAL 3-INCH	LF	780.00	\$32.00	\$24,960.00
	46	653.0905	REMOVING PULL BOXES	EACH	14.00	\$75.00	\$1,050.00
	47	653.0164	PULL BOXES NON-CONDUCTIVE 24X42-INCH	EACH	10.00	\$2,100.00	\$21,000.00
	48	654.0101	CONCRETE BASES TYPE 1	EACH	5.00	\$1,500.00	\$7,500.00
	49	654.011	CONCRETE BASES TYPE 10	EACH	1.00	\$7,500.00	\$7,500.00
	50	654.0113	CONCRETE BASES TYPE 13	EACH	2.00	\$18,000.00	\$36,000.00
	51	655.023	CABLE TRAFFIC SIGNAL 5-14 AWG	LF	770.00	\$2.45	\$1,886.50
	52	655.026	CABLE TRAFFIC SIGNAL 12-14 AWG	LF	1425.00	\$4.25	\$6,056.25
	53	655.0305	CABLE TYPE UF 2-12 AWG GROUNDED	LF	515.00	\$1.80	\$927.00
	54	655.0515	ELECTRICAL WIRE TRAFFIC SIGNALS 10 AWG	LF	1245.00	\$0.80	\$996.00
	55	657.01	PEDESTAL BASES	EACH	6.00	\$255.00	\$1,530.00
	56	657.035	POLES TYPE 10	EACH	1.00	\$8,200.00	\$8,200.00
	57	657.036	POLES TYPE 13	EACH	2.00	\$14,250.00	\$28,500.00
	58	657.042	TRAFFIC SIGNAL STANDARDS ALUMINUM 13-FT	EACH	4.00	\$535.00	\$2,140.00
	59	657.0425	TRAFFIC SIGNAL STANDARDS ALUMINUM 15-FT	EACH	1.00	\$570.00	\$570.00
	60	657.043	TRAFFIC SIGNAL STANDARDS ALUMINUM 10-FT	EACH	1.00	\$490.00	\$490.00
	61	657.053	MONOTUBE ARMS 30-FT	EACH	1.00	\$4,863.00	\$4,863.00
	62	657.055	MONOTUBE ARMS 50-FT	EACH	2.00	\$11,881.00	\$23,762.00

63	657.0808	LUMINAIRE ARMS STEEL 8-FT	EACH	3.00	\$1,700.00	\$5,100.00
64	658.0173	TRAFFIC SIGNAL FACE 3S 12-INCH	EACH	12.00	\$690.00	\$8,280.00
65	658.0174	TRAFFIC SIGNAL FACE 4S 12-INCH	EACH	4.00	\$870.00	\$3,480.00
66	658.0416	PEDESTRIAN SIGNAL FACE 16-INCH	EACH	6.00	\$505.00	\$3,030.00
67	658.05	PEDESTRIAN PUSH BUTTONS	EACH	6.00	\$420.00	\$2,520.00
68	658.5070.01	SIGNAL MOUNTING HARDWARE (TAYLOR DR & WILGUS AVE)	EACH	1.00	\$4,250.00	\$4,250.00
69	659.1125	LUMINAIRES UTILITY LED C	EACH	3.00	\$360.00	\$1,080.00
70	690.025	SAWING CONCRETE	LF	695.00	\$3.00	\$2,085.00
71	SPV.0060.01	REMOVING TRAFFIC SIGNAL - TAYLOR DR & WILGUS AVE	EACH	1.00	\$7,500.00	\$7,500.00
72	SPV.0060.02	SALVAGE AND REINSTALL VIDEO DETECTION SYSTEM	EACH	1.00	\$5,500.00	\$5,500.00
73	SPV.0060.03	TRAFFIC SIGNAL CABINET REWIRING AND REPROGRAMMING	EACH	1.00	\$3,000.00	\$3,000.00
74	SPV.0105.01	TRAFFIC CONTROL - TAYLOR & WILGUS	LS	1.00	\$11,750.00	\$11,750.00
75	SPV.0105.02	EROSION CONTROL & RESOTRATION - TAYLOR & WILGUS	LS	1.00	\$15,000.00	\$15,000.00
76	SPV.0105.03	BLACK TRAFFIC SIGNAL EQUIPMENT - TAYLOR DR & WILGUS AVE	LS	1.00	\$10,000.00	\$10,000.00
Total						\$725,807.15

AGENDA ITEM MEMORANDUM

DATE: 5-8-2025

TO: Public Works Committee

FROM: Joel Kolste – Deputy Director of Field Operations

SUBJECT: Resolution 10-25-26 – Contract for Milling Service

ISSUE

Should the Public Works Committee recommend authorizing the appropriate City officials to enter into a contract with Northeast Asphalt, Inc. for the 2025 Street Improvements - Milling (Various Streets)?

STAFF RECOMMENDATION

Staff recommends approval of the contract with Northeast Asphalt for milling services.

BACKGROUND/DISCUSSION

Annually, the Department of Public Works Operations Division completes several resurfacing projects throughout the city. These projects are identified by evaluating data including but not limited to pavement ratings/condition assessment, necessary maintenance, traffic impacts, and complaints. Unlike the current 5-year Capital Improvement Plan, these annual resurfacing projects are completed by the Department of Public Works Operations Staff. The department completes all work associated with these projects, excluding the surface milling, which requires to be contracted.

The projects identified for completion in 2025 are as follows.

- South 20th Street – Georgia Avenue to Indiana Avenue
- Dillingham Avenue – South 12th Street to South 8th Street
- Oakland Avenue – South 9th Street to South 8th Street
- South 7th Street – Mead Avenue to Union Avenue
- North 16th Street – Superior Avenue to Saemann Avenue
- Division Avenue – North 17th Street to North 15th Street
- Ontario Avenue – North 12th Street to North 10th Street
- North 12th Street – Ontario Avenue to Erie Avenue
- North 11th Street – Ontario Avenue to Erie Avenue

FUNDING IMPACT

Funding in the amount of \$106,877.50 will be drawn from Account No. 101331-553100 General Fund - Street Maintenance – Streets Maintenance.

IF APPROVED, NEXT STEPS:

Following Council approval, the service contract with Northeast Asphalt will be executed and work will be scheduled.



DEPARTMENT OF
PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

920/459-3440
sheboyganwi.gov

**CITY OF SHEBOYGAN
RESOLUTION 10-25-26
DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE**

BY ALDERPERSONS DEKKER AND RUST.

MAY 12, 2025.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Northeast Asphalt, Inc. for the 2025 Street Improvements – Milling (Various Streets).

WHEREAS, the City of Sheboygan has advertised for bids to construct the 2025 Street Improvements – Milling (Various Streets), (the “Project”); and

WHEREAS, the lowest bid of the two (2) received was from Northeast Asphalt, Inc. for \$106,877.50; and

WHEREAS, the City Engineer has reviewed the bids and determined that the low bid met all of the project specifications.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached agreement with Northeast Asphalt, Inc. for the construction of the Project.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to draw funds from Acct. No. 101331-553100 (General Fund – Street Maintenance - Streets Maintenance), upon the agreement being fully executed by all parties, to pay for the construction done pursuant to the agreement.

BE IT FURTHER RESOLVED: That the Deputy City Attorney is authorized to approve the agreement for form.

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

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	C25-11	Page:	1 of 7

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

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

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: ***2025 Street Improvements – Milling (Various Streets)***

ARTICLE 3 – ENGINEER

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

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

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Dates*

A. The Work will be substantially completed within the times identified in Section 01 11 00 – Summary of Work, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.

4.03 *Milestones*

A. None.

4.04 *Liquidated Damages*

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

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1. Substantial Completion: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
 4. Milestones: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each Milestone, until Milestone is achieved.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner’s sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.05 *Special Damages*

- C. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor’s failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- D. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) as stated in Contractor’s Bid, attached hereto as an exhibit.
 - B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

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ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

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

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

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

6.03 Final Payment

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

6.04 Interest

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

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).

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- b. Payment bond (together with power of attorney).
- 3. Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
- 4. Drawings as listed in the table of contents of the drawings (copy of list attached and incorporated by reference).
- 5. Addenda (not attached but incorporated by reference)
 - a. Number 1 dated 4/15/25.
- 6. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid consisting of 1 page.
- 7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed,
 - b. Work Change Directives,
 - c. Change Orders,
 - d. Field Order,
 - e. Task Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

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

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in

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the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

- 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
- 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- 10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 Standard General Conditions

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

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

(Continued on next page)

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

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

OWNER:
(Signatures authorized pursuant to Res. ____-25-26)

CONTRACTOR:

City of Sheboygan

Northeast Asphalt, Inc.

By: _____
(signature)

By: _____
(signature)

Name, Title: Ryan Sorenson, Mayor

Name, Title: _____ (printed)

Date: _____

Date: _____

Attest:

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

By: _____
(signature)

Address for giving notices:

Name, Title: Meredith DeBruin, City Clerk

Date: _____

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

Approved by: _____
(signature)

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

Date: _____

Approved as to form and Execution by: _____
(signature)

Name, Title:

Date: _____

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2025 Street Improvements - Milling (Various Streets)

SECTION	TITLE	Pages
00 00 00	PROCUREMENT AND CONTRACTING REQUIREMENTS	
	Introductory Information	
00 01 01	Cover	1
00 01 10	Table of Contents	1
	Procurement Requirements	
00 11 13	Advertisement for Bids	2
00 21 13	Instructions for Bidders	10
00 41 43	Bid Form	6
00 41 44	Unit Price Worksheet	1
00 41 44.1	Quest Unit Price Worksheet	2
00 42 13	Bid Bond	2
00 45 13	Bidder's Proof of Responsibility	4
00 45 20	Proof of Responsibility and Non-Collusion Affidavit - Subcontractor	4
00 45 50	List of Subcontractors	1
	Contracting Requirements	
00 52 00	Agreement	7
00 55 00	Notice to Proceed	1
00 61 13	Performance Bond Form	3
00 61 14	Payment Bond Form	3
00 62 11	Submittal Cover	1
00 62 76	Application for Payment	2
00 63 63	Change Order Form	2
00 65 16	Certificate of Substantial Completion	1
00 65 18	Contractor's Affidavit of Compliance Certification and Release	1
00 65 19	Consent of Surety to Final Payment	1
00 72 00	Standard General Conditions of the Construction Contract - 2018	78
00 73 00	Supplementary Conditions	13
	GENERAL REQUIREMENTS	
01 11 00	Summary of Work	2
01 14 00	Work Restrictions	5
32 00 00	EXTERIOR IMPROVEMENTS	
32 10 00	Milling	1

2025 Pavement Milling - Various Streets (#9626259)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

04/22/2025 02:00 PM CDT

Northeast Asphalt, Inc.

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
	1	COS-1	Milling Concrete Pav SY		11100	\$3.80	\$42,180.00
	2	COS-2	Milling HMA Paveme SY		17800	\$3.20	\$56,960.00
	3	COS-3	Milling HMA Paveme SY		1125	\$3.50	\$3,937.50
	4	COS-4	Mobilization - Phase LS		1	\$1,900.00	\$1,900.00
	5	COS-5	Mobilization - Phase LS		1	\$1,900.00	\$1,900.00
Base Bid Total:							\$106,877.50