



PUBLIC WORKS COMMITTEE AGENDA

March 26, 2024 at 5:30 PM

Municipal Service Building - Training Room, 2026 New Jersey Avenue

It is possible that a quorum (or a reverse quorum) of the Sheboygan Common Council or any other City committees/boards/commissions may be in attendance, thus requiring a notice pursuant to State ex rel. Badke v. Greendale Village Board, 173 Wis. 2d 553, 494 N.W.2d 408 (1993).

Persons with disabilities who need accommodations to attend this meeting should contact the Department of Public Works at 920-459-3440. Persons other than council members who wish to participate remotely shall provide notice to the Public Works Department at 920-459-3440 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

OPENING OF MEETING

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

MINUTES

- [5.](#) Approval of Minutes: March 12, 2024

ITEMS FOR DISCUSSION & POSSIBLE ACTION

- [6.](#) Res. No. 187-23-24 / A resolution authorizing the appropriate City officials to enter into a contract with LaLonde Contractors, Inc. for the construction of the 2024 Complete Streets - Union Avenue and Broadway Improvements.
- [7.](#) Res. No. 188-23-24 / A resolution authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company, Inc. for the construction of the 2024 Complete Streets - Lincoln Avenue Improvements (North 6th Street to Barrett Street).
- [8.](#) Res. No. 193-23-24 / A resolution authorizing the appropriate City Officials to enter into a contract with Foth Infrastructure and Environment, LLC for the Gartman Farm Subdivision Design.
- [9.](#) Res. No. 194-23-24 / A resolution authorizing the appropriate City officials to enter into a contract with Foth Infrastructure and Environment, LLC for the Sheboygan Southside Sewer System Phases 1 and 2 Design.
- [10.](#) Res. No. 196-23-24 / A resolution authorizing the appropriate City officials to apply for the Targeted Runoff Management & Notice of Discharge Grant and Urban Nonpoint Source and Stormwater Grant with the Wisconsin Department of Natural Resources for the purpose of implementing measures to

control agricultural or urban storm water runoff pollution sources (as described in the application and pursuant to ss.281.65 or 281.66, Wis. Stats., and chs. NR 151, 1153 and 154).

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

NEXT MEETING DATE

12. Next Regular Meeting Date: April 9, 2024

ADJOURNMENT

13. 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, March 12, 2024

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

COMMITTEE MEMBERS EXCUSED: Alderperson Amanda Salazar

STAFF/OFFICIALS PRESENT: Director of Public Works David Biebel, Civil Engineer/ Project Manager Kevin Jump, Superintendent of Streets and Sanitation Joel Kolste, Superintendent of Wastewater Jordan Skiff, Business Manager Heather Burke, Administrative Coordinator Melissa Fassbender, and Public Works Consultant Aaron Groh

OTHERS PRESENT: Bryan Kelly and Rebecca Kelly

OPENING OF MEETING

1. Call to Order

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

2. Roll Call

3. Pledge of Allegiance

The Pledge of Allegiance was recited.

4. Introduction of Committee Members and Staff

MINUTES

5. Approval of Minutes: February 27, 2024

MOTION TO APPROVE MINUTES FROM FEBUARY 13, 2024

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

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

ITEMS FOR DISCUSSION & POSSIBLE ACTION

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

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

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

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

NEXT MEETING DATE

7. Next Regular Meeting Date: March 26, 2024

ADJOURNMENT

8. Motion to adjourn

MOTION TO ADJOURN AT 5:40 PM

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

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

**CITY OF SHEBOYGAN
RESOLUTION 187-23-24**

BY ALDERPERSONS DEKKER AND RUST.

MARCH 18, 2024.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with LaLonde Contractors, Inc. for the construction of the 2024 Complete Streets - Union Avenue and Broadway Improvements.

WHEREAS, the City of Sheboygan has advertised for bids to construct the 2024 Complete Streets - Union Avenue and Broadway Improvements (the "Project"); and

WHEREAS, the lowest bid of the three received was from LaLonde Contractors, Inc. for \$891,420.72; and

WHEREAS, the City's Civil Engineer/Project Manager has reviewed the bids and determined that the low bid met all of the project specifications; and

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

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to enter into the attached agreement with LaLonde Contractors, Inc. for the construction of the Project.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from Acct. No. 400300-641200 (Capital Project Fund – Public Works – Street Improvements), upon the agreement being fully executed by all parties, to pay for the construction done pursuant to the agreement.


PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2487-24	Page:	1 of 7

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

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and
LaLonde Contractors, 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: **2024 Complete Street Improvements - Union Avenue and Broadway**

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Dates*


- A. The Work will be substantially completed on or before August 30, 2024 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 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):

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2487-24	Page:	2 of 7


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

4.05 *Special Damages*

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

ARTICLE 5 – CONTRACT PRICE

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

PROJECT MANUAL					Item 6.
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2487-24	Page:	3 of 7

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on the third Wednesday of the Month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

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


6.04 *Interest*

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

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Bonds:


PROJECT MANUAL					Item 6.
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2487-24	Page:	4 of 7

- a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
3. Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
4. Drawings as listed in the table of contents of the drawings (copy of list attached and incorporated by reference).
5. Addenda (not attached but incorporated by reference)
 - a. Number 1 dated 2/28/2024.
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.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2487-24	Page:	5 of 7


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
 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

PROJECT MANUAL					Item 6.
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2487-24	Page:	6 of 7

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)

Item 6.				
PROJECT MANU				
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title: Agreement		
		Section: 00 52 00		
		Bid Number: 2487-24	Page:	7 of 7

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:
 (Signatures authorized pursuant to Res. ____-23-24)
 City of Sheboygan

CONTRACTOR:

 LaLonde Contractors, Inc.

By: _____
 (signature)
 Name, Title: Ryan Sorenson, Mayor

By: _____
 (signature)
 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)
 Name, Title: Meredith DeBruin, City Clerk

Address for giving notices:


Date: _____

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

Approved by: _____
 (signature)
 Name, Title: Evan Grossen, Deputy Finance Director/Comptroller
 Date: _____

Approved as to form and Execution by:

 (signature)
 Name, Title: Charles C. Adams, City Attorney
 Date: _____

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Table of Contents		
		Section:	00 01 10		
		Bid Number:	2487-24	Page:	1 of 2

**2024 Complete Street Improvements
Union Avenue and Broadway**

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	Quest Unit Price Worksheet	3
00 42 13	Bid Bond	2
00 45 13	Bidder's Proof of Responsibility	4
00 45 20	Proof of Responsibility and Non-Collusion Affidavit - Subcontractor	4
00 45 50	List of Subcontractors	1
	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
01 21 00	Allowances	1
01 43 00	Quality Assurance	2
01 55 26	Traffic Control	2
01 57 19	Temporary Environmental Controls	2
01 71 23	Construction Staking	2
01 78 00	Closeout Requirements	2
01 78 19	Project Record Requirements	2
31 00 00	EARTHWORK	
31 25 00	Erosion Control and Site Maintenance	3
32 00 00	EXTERIOR IMPROVEMENTS	
32 10 00	Grading, Pavement, Curb and Gutter, and Sidewalk	5

PROJECT MANUAL

CITY OF SHEBOYGAN
PUBLIC WORKS

Engineering Division
2026 New Jersey Ave
Sheboygan, WI 53081

Document Title: Table of Contents

Section: 00 01 10

Bid Number: 2487-24 Page: 2 of 2

SECTION	TITLE	Pages
33 00 00	UTILITIES	
33 01 31	Sewer Lining	5
33 01 32	Sewer Televising	5
33 01 32.1	Sewer Televising – Requirements for Digital Data Delivery	1
33 05 09	Sewer Pipe	2
33 05 61	Concrete Manholes, Catch Basins and Inlets	7

CITY OF SHEBOYGAN
DEPARTMENT OF PUBLIC WORKS

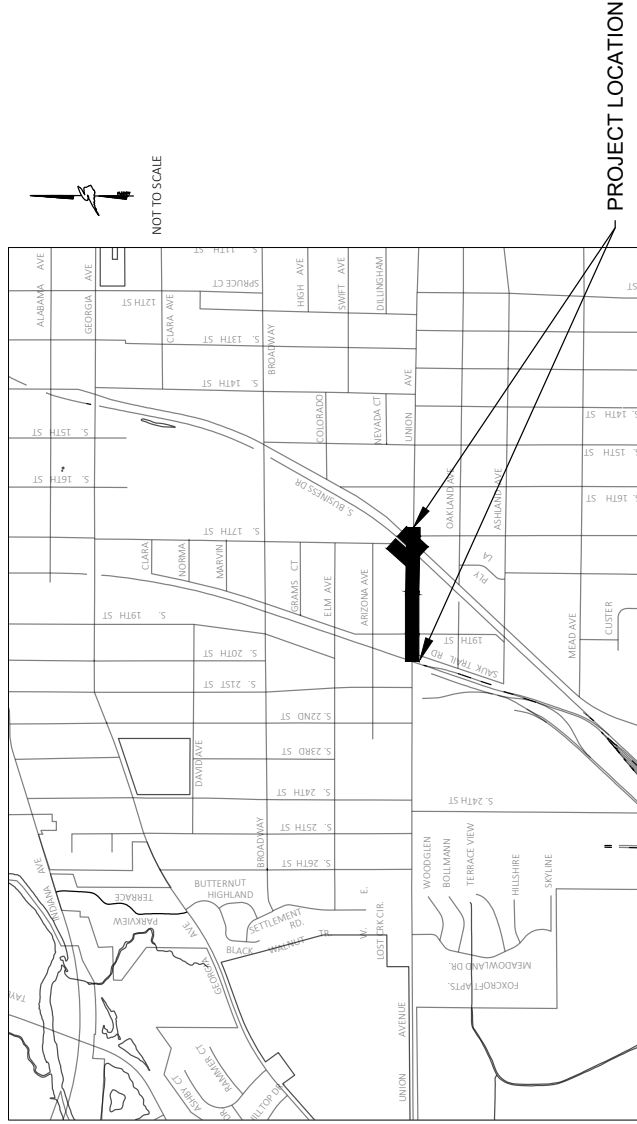


2024 COMPLETE STREETS IMPROVEMENTS

UNION AVENUE

(SAUK TRAIL ROAD TO SOUTH BUSINESS DRIVE)

FEBRUARY 2024



INDEX OF SHEETS		
<u>SHEET NO.</u>	<u>DRAWING NO.</u>	<u>DESCRIPTION</u>
1	000CV	TITLE SHEET
2	001GN	GENERAL NOTES
3	002PO	PROJECT OVERVIEW
4	003OC	SURVEY CONTROL
5-20	004CD 1-16	CONSTRUCTION DETAILS
21-23	050RD 1-3	REMOVAL DETAILS
24	110FC 1	EROSION CONTROL NOTES
25	110FC 2	EROSION CONTROL DETAILS
26	306DT	DETOUR PLAN
27	310TC	TRAFFIC CONTROL DETAILS
28-30	315SM 1-3	SIGNING AND MARKING DETAILS
31-33	400PL 1-3	PLAN
34-38	600PD 1-5	PAVING DETAILS
39-41	MO-1-3	MANUALS AND UTILITIES

Designed By	TMM
Drawn By	TMM
Checked By	KJ
Plot Date	2/21/2024
Bid No.	2487-24
Project Date	FEBRUARY 2024
Sheet No.	1
Drawing No.	000CV-1

2024 COMPLETE STREETS IMPROVEMENTS
UNION AVENUE
(SAUK TRAIL ROAD TO SOUTH BUSINESS DRIVE)
TITLE SHEET

BID NUMBER: 2487-24

CITY OF SHEBOYGAN DEPARTMENT OF PUBLIC WORKS



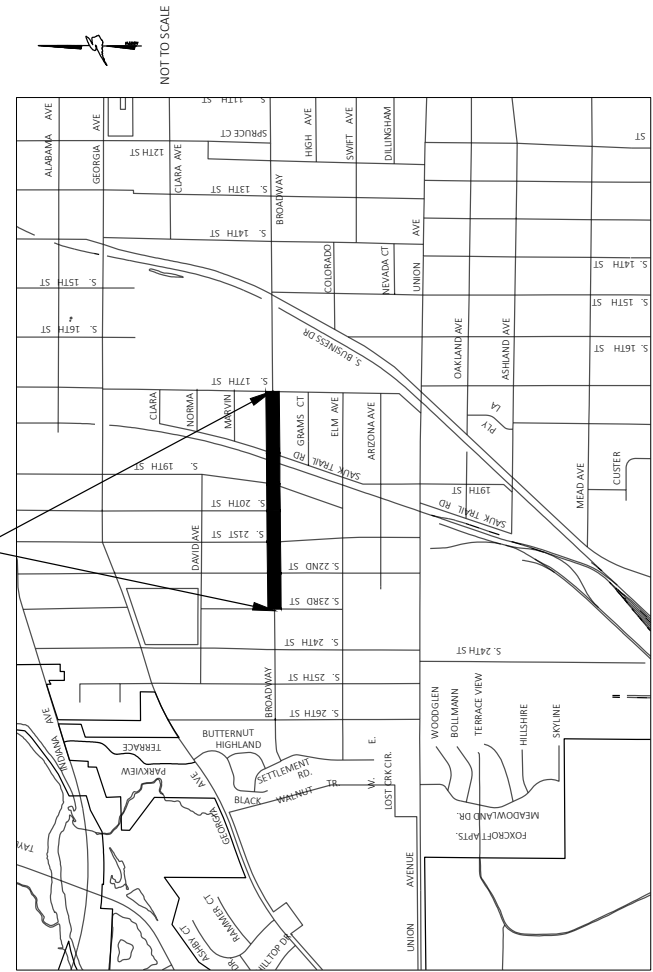
2024 COMPLETE STREETS IMPROVEMENTS

BROADWAY

(SOUTH 23RD STREET TO SOUTH 17TH STREET)

FEBRUARY 2024

PROJECT LOCATION



INDEX OF SHEETS		
SHEET NO.	DRAWING NO.	DESCRIPTION
1	000CV	TITLE SHEET
2	001GN	GENERAL NOTES
3	020PO	PROJECT OVERVIEW
4	030SC	SURVEY CONTROL
5-20	0400 1-16	CONSTRUCTION DETAILS
21-24	050RD 1-4	REMOVAL DETAILS
25	110EC	EROSION CONTROL - NOTES
26	110EC-2	EROSION CONTROL DETAILS
27	305TC	TRAFFIC CONTROL
28-31	400PL	PAVING
32-36	600PD 1-5	PAVING DETAILS
37-38	700MQ 1-2	MISCELLANEOUS QUANTITIES

2024 COMPLETE STREETS IMPROVEMENTS
BROADWAY
(SOUTH 23RD STREET TO SOUTH 17TH STREET)
TITLE SHEET



City of Sheboygan
Department of Public Works
Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081

Designed By	TM
Drawn By	TM
Checked By	KJ
Plot Date	2/21/2024
Plot No.	2487-24
Project Date	FEBRUARY 2024
Sheet No.	1
Drawing No.	000CV-1

Item 6.

Union Avenue and Broadway (#8987073)
 Owner: Sheboygan WI, City of
 Solicitor: Sheboygan WI, City of
 03/07/2024 10:00 AM CST

						LaLonde Contractors, Inc.	
Section Title	Line Item	Item Code	Item Description	UoFM	Quantity	Unit Price	Extension
	1		1 Mobilization	LS	1	\$33,470.71	\$33,470.71
	2		2 Traffic Control	LS	1	\$20,500.00	\$20,500.00
	3		3 Construction Staking	LS	1	\$5,635.79	\$5,635.79
	4		4 Removing Curb and Gutter	LF	190	\$16.17	\$3,072.30
	5		5 Removing Concrete Sidewalk	SY	765	\$19.95	\$15,261.75
	6		6 Removing Pavement	SY	1725	\$13.49	\$23,270.25
	7		7 Abandoning Storm Sewer 8-Inch	LF	65	\$5.00	\$325.00
	8		8 Abandoning Storm Sewer 12-Inch	LF	45	\$10.00	\$450.00
	9		9 Base Aggregate Dense 3/4-Inch	Tons	130	\$39.97	\$5,196.10
	10		10 Base Aggregate Dense 1 1/4-Inch	Tons	1100	\$28.78	\$31,658.00
	11		11 Excavation Common (Union & Sauk Trail Intersection)	CY	350	\$46.77	\$16,369.50
	12		12 Milling Pavement 3 1/4-Inch	SY	13100	\$2.50	\$32,750.00
	13		13 Milling Pavement 2-Inch	SY	4125	\$2.65	\$10,931.25
	14		14 Removing Inlets	Each	14	\$425.00	\$5,950.00
	15		15 Removing Storm Manholes	Each	1	\$525.00	\$525.00
	16		16 Removing Sanitary Manholes	Each	1	\$525.00	\$525.00
	17		17 Sanitary Manhole, 4-FT Diameter	Each	1	\$13,500.00	\$13,500.00
	18		18 Adjust Sanitary Manhole Major	Each	12	\$2,730.00	\$32,760.00
	19		19 Adjust Sanitary Manhole Minor	Each	4	\$860.00	\$3,440.00
	20		20 Sanitary Manhole Casting	Each	17	\$1,050.00	\$17,850.00
	21		21 Adjust Storm Manhole Major	Each	2	\$2,778.00	\$5,556.00
	22		22 Adjust Storm Manhole Minor	Each	10	\$860.00	\$8,600.00
	23		23 Storm Manhole 4' Dia	Each	1	\$4,510.00	\$4,510.00
	24		24 Storm Manhole 4'x6' Box	Each	1	\$11,400.00	\$11,400.00
	25		25 Storm Manhole Casting	Each	6	\$585.00	\$3,510.00
	26		26 Adjust Inlet Minor	Each	7	\$960.00	\$6,720.00
	27		27 Inlets Type N1	Each	12	\$3,200.00	\$38,400.00
	28		28 Inlet Castings	Each	20	\$840.00	\$16,800.00
	29		29 PVC Storm Sewer 8-Inch	LF	70	\$93.00	\$6,510.00
	30		30 PVC Storm Sewer 12-Inch	LF	120	\$100.00	\$12,000.00
	31		31 PVC Storm Sewer 18-Inch	LF	20	\$141.00	\$2,820.00
	32		32 PVC Sanitary Sewer 6-Inch	LF	10	\$114.00	\$1,140.00
	33		33 PVC Sanitary Sewer 12-Inch	LF	15	\$331.00	\$4,965.00
	34		34 PVC Sanitary Sewer 21-Inch	LF	10	\$188.00	\$1,880.00
	35		35 PVC Sanitary Sewer 24-Inch	LF	10	\$217.25	\$2,172.50
	36		36 Storm Sewer Lining, 12-Inch	LF	552	\$52.00	\$28,704.00
	37		37 Sanitary Sewer Lining, 15-Inch	LF	826	\$95.00	\$78,470.00
	38		38 Sanitary Sewer Lining, 18-Inch	LF	132	\$154.00	\$20,328.00
	39		39 HMA Pavement 4 LT 58-28 S (12.5 Mil)	Tons	900	\$78.60	\$70,740.00
	40		40 HMA Pavement 4 LT 58-28 S (19 Mil)	Tons	700	\$72.30	\$50,610.00
	41		41 Tack Coat (0.06 gal per sy)	Gal	1000	\$3.00	\$3,000.00
	42		42 Concrete Sidewalk 4-Inch	SF	6800	\$8.07	\$54,876.00
	43		43 Concrete Base 7-Inch	SY	780	\$69.96	\$54,568.80
	44		44 Concrete Driveway 6-Inch	SY	65	\$69.77	\$4,535.05
	45		45 Concrete Alley 7-Inch	SY	80	\$81.67	\$6,533.60
	46		46 Detectable Warning Fields	SF	456	\$43.89	\$20,013.84
	47		47 Detectable Warning Fields Radial	SF	20	\$60.78	\$1,215.60
	48		48 Concrete Curb and Gutter 24-Inch	LF	1450	\$41.71	\$60,479.50
	49		49 Removing Signs	Each	1	\$20.00	\$20.00
	50		50 Removing Sign Posts	Each	2	\$20.00	\$40.00
	51		51 Moving Signs	Each	3	\$80.00	\$240.00
	52		52 Signs	SF	24.18	\$26.00	\$628.68
	53		53 Steel Sign Posts	Each	7	\$145.00	\$1,015.00
	54		54 Solar Powered Signs	Each	2	\$1,480.00	\$2,960.00
	55		55 Pavement Marking 4-Inch	LF	2780	\$0.95	\$2,641.00
	56		56 Pavement Marking Crosswalk 6-Inch	LF	1025	\$1.45	\$1,486.25
	57		57 Pavement Marking Stop Line 12-Inch	LF	200	\$2.95	\$590.00
	58		58 Pavement Marking Words	Each	5	\$100.00	\$500.00
	59		59 Pavement Marking Arrows Type 2	Each	9	\$75.00	\$675.00
	60		60 Pavement Marking 12-Inch Diagonal	LF	125	\$2.95	\$368.75
	61		61 Pavement Marking 8-Inch Channelizing	LF	675	\$1.95	\$1,316.25
	62		62 Inlet Protection	Each	65	\$70.00	\$4,550.00
	63		63 Rock Bags	Each	150	\$13.00	\$1,950.00
	64		64 Topsoil	SY	825	\$5.00	\$4,125.00
	65		65 Hydro-Seed	SY	825	\$2.00	\$1,650.00
	66		66 Sawing Concrete	LF	3675	\$1.95	\$7,166.25
	67		67 Allowance - Video Conversion	LS	1	\$5,000.00	\$5,000.00
Total							\$891,420.72

**CITY OF SHEBOYGAN
RESOLUTION 188-23-24**

BY ALDERPERSONS DEKKER AND RUST.

MARCH 18, 2024.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company, Inc. for the construction of the 2024 Complete Streets - Lincoln Avenue Improvements (North 6th Street to Barrett Street).

WHEREAS, the City of Sheboygan has advertised for bids to construct the 2024 Complete Streets - Lincoln Avenue Improvements (North 6th Street to Barrett Street) (the "Project"); and

WHEREAS, the lowest bid of the three received was from Buteyn-Peterson Construction Company, Inc. for \$1,150,794.31; and

WHEREAS, the City's Civil Engineer/Project Manager has reviewed the bids and determined that the low bid met all of the project specifications; and

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

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

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from Acct. No. 400300-641200 (Capital Project Fund – Public Works – Street Improvements), upon the agreement being fully executed by all parties, to pay for the construction done pursuant to the agreement.


PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

PROJECT MANUAL					Item 7.
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2466-24	Page:	1 of 7

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

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

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Lincoln Avenue (North 6th Street to Barrett Street)**

ARTICLE 3 – ENGINEER

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


ARTICLE 4 – CONTRACT TIMES

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

4.02 *Contract Times: Dates*
 A. The Work will be substantially completed on or before October 25, 2024 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.

4.03 *Milestones*
 A. North 6th Street to North 3rd Street: All work, except sewer lining, between Station 10+29.35 (North 6th Street) and 22+57.50 (North 3rd Street) by 11:59 PM on July 2, 2024 will be substantially complete and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.

4.04 *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.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2466-24	Page:	2 of 7

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 MANUAL					Item 7.
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2466-24	Page:	3 of 7

- 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 MANUAL					Item 7.
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2466-24	Page:	4 of 7

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 dated 2/28/2024.
 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.

PROJECT MANUAL					Item 7.
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2466-24	Page:	5 of 7

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;


	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2466-24	Page:	6 of 7

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.

(Continued on next page)

Item 7.				
PROJECT MANU				
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title: Agreement		
		Section: 00 52 00		
		Bid Number: 2466-24	Page:	7 of 7

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:
 (Signatures authorized pursuant to Res. ____-23-24)
 City of Sheboygan

CONTRACTOR:
 Buteyn-Peterson Construction Company, Inc.

By: _____
 (signature)
 Name, Title: Ryan Sorenson, Mayor

By: _____
 (signature)
 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)
 Name, Title: Meredith DeBruin, City Clerk


Address for giving notices:

Date: _____

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

Approved by: _____
 (signature)
 Name, Title: Evan Grossen, Deputy Finance Director/Comptroller
 Date: _____

Approved as to form and Execution by: _____
 (signature)
 Name, Title: Charles C. Adams, City Attorney
 Date: _____

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Table of Contents		
		Section:	A1 - 00 01 10		
		Bid Number:	2466-24	Page:	1 of 2

**2024 Complete Street Improvements
Lincoln Avenue (North 6th Street to Barrett Street)**

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	Quest Unit Price Worksheet	3
00 42 13	Bid Bond	2
00 45 13	Bidder's Proof of Responsibility	4
00 45 20	Proof of Responsibility and Non-Collusion Affidavit - Subcontractor	4
00 45 50	List of Subcontractors	1
	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
01 21 00	Allowances	1
01 43 00	Quality Assurance	2
01 55 26	Traffic Control	2
01 57 19	Temporary Environmental Controls	2
01 71 23	Construction Staking	2
01 78 00	Closeout Requirements	2
01 78 19	Project Record Requirements	2
31 00 00	EARTHWORK	
31 25 00	Erosion Control and Site Maintenance	3
32 00 00	EXTERIOR IMPROVEMENTS	
32 10 00	Grading, Pavement, Curb and Gutter, and Sidewalk	5

PROJECT MANUAL

CITY OF SHEBOYGAN
PUBLIC WORKS

Engineering Division
2026 New Jersey Ave
Sheboygan, WI 53081

Document Title: Table of Contents

Section: A1 - 00 01 10

Bid Number: 2466-24 Page: 2 of 2

SECTION	TITLE	Pages
33 00 00	UTILITIES	
33 01 31	Sewer Lining	5
33 01 32	Sewer Televising	5
33 01 32.1	Sewer Televising – Requirements for Digital Data Delivery	1
33 05 09	Sewer Pipe	2
33 05 61	Concrete Manholes, Catch Basins and Inlets	7



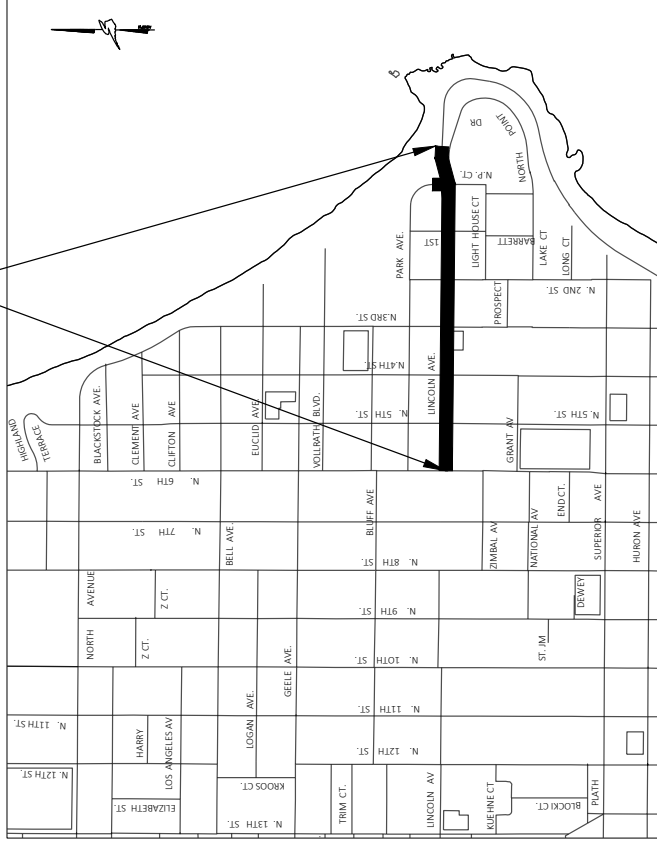
CITY OF SHEBOYGAN DEPARTMENT OF PUBLIC WORKS

BID NUMBER: 2466-24

2024 COMPLETE STREETS IMPROVEMENTS LINCOLN AVENUE (NORTH 6TH STREET - BARRETT STREET)

MARCH 2024

PROJECT LOCATION



SHEET NO.	DRAWING NO.	DESCRIPTION
1	000 CV	TITLE SHEET
2	001 GN	GENERAL NOTES
3	020 OP	PROJECT OVERVIEW
4	030 SC	SURVEY CONTROL
5	040 D 1	TYPICAL SECTIONS
6-19	040 D 2-15	CONSTRUCTION DETAILS
20-26	050 RD 1-7	REMOVAL DETAILS
27	110 EC 1	EROSION CONTROL - NOTES
28	110 EC 2	EROSION CONTROL
29-34	200 SS 1-6	STORM AND SANITARY SEWER DETAILS
35-40	305 SM 1-6	SIGNING AND MARKING DETAILS
41	310 TC	TRAFFIC CONTROL (MILL AND OVERLAY)
42	311 TC	TRAFFIC CONTROL (RECONSTRUCTION, BROUGHTON OPEN)
43	315 TC	TRAFFIC CONTROL (RECONSTRUCTION, BROUGHTON CLOSED)
44-49	400 PP 1-6	PLAN AND PROFILE
50	400 PP 7	SIDEWALK PAVING GRADES (2ND - BARRETT)
51-54	600 PD 1-4	PAVING DETAILS (N 5TH ST - N 1ST ST)
55-58	605 PD 1-4	PAVING DETAILS (BARRETT & BROUGHTON)
59-62	700 MQ 1-4	MISCELLANEOUS QUANTITIES
63	900 FW	EARTHWORK SUMMARY
64-74	900 XS 1-11	CROSS SECTIONS

NOT TO SCALE

Item 7.

2024 COMPLETE STREETS IMPROVEMENTS
LINCOLN AVENUE
(NORTH 6TH STREET - BARRETT STREET)

TITLE SHEET

CITY OF SHEBOYGAN
PUBLIC WORKS

City of Sheboygan
Department of Public Works
Engineering Division
2024 Complete Streets Improvements
Sheboygan, WI 53081

Designed By	TM
Drawn By	TM
Checked By	ML
Plot Date	2/13/2024
Plot No.	2466-24
DPW No.	
Project Date	MARCH 2024
Sheet No.	1
Drawing No.	000CV

Lincoln Avenue (North 6th Street to Barrett Street) (#8987074)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

03/07/2024 10:00 AM CST

						Buteyn-Peterson Construction Company	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
	1	1	Mobilization	LS	1	\$32,500.00	\$32,500.00
	2	2	Traffic Control	LS	1	\$14,000.00	\$14,000.00
	3	3	Traffic Control - PCMS	Days	14	\$35.00	\$490.00
	4	4	Clearing and Grubbing	STA	7	\$2,581.43	\$18,070.01
	5	5	Construction Staking	LS	1	\$9,526.24	\$9,526.24
	6	6	Removing Curb and Gutter	LF	500	\$11.00	\$5,500.00
	7	7	Removing Concrete Sidewalk	SY	1400	\$20.00	\$28,000.00
	8	8	Removing Pavement	SY	7425	\$7.00	\$51,975.00
	9	9	Milling Pavement 3-Inch	SY	5850	\$2.43	\$14,215.50
	10	10	Butt Joints	SY	200	\$5.15	\$1,030.00
	11	11	Removing Inlets	Each	20	\$350.00	\$7,000.00
	12	12	Removing Manholes	Each	2	\$500.00	\$1,000.00
	13	13	Abandoning Inlet Leads 8 Inch	LF	400	\$10.00	\$4,000.00
	14	14	Abandoning Storm Sewer 10-Inch	LF	50	\$10.00	\$500.00
	15	15	Excavation Common	CY	4195	\$22.00	\$92,290.00
	16	16	HMA Pavement 4 LT 58-28 S (Upper Layer)	Tons	1250	\$74.64	\$93,300.00
	17	17	HMA Pavement 4 LT 58-28 S (Lower Layer)	Tons	975	\$78.58	\$76,615.50
	18	18	HMA Pavement 3 LT 58-28 S (Lower Layer)	Tons	625	\$72.62	\$45,387.50
	19	19	Tack Coat	Gal	700	\$3.03	\$2,121.00
	20	20	Concrete Sidewalk 4-Inch	SF	11050	\$6.75	\$74,587.50
	21	21	Concrete Driveway 7-Inch	SY	105	\$70.00	\$7,350.00
	22	22	Base Aggregate Dense 3/4-Inch	Tons	160	\$65.00	\$10,400.00
	23	23	Base Aggregate Dense 1 1/4-Inch	Tons	4900	\$15.00	\$73,500.00
	24	24	Concrete Base 7-Inch	SY	325	\$40.00	\$13,000.00
	25	25	Detectable Warning Fields	SF	474	\$35.00	\$16,590.00
	26	26	Concrete Curb and Gutter 24-inch (Exposed Pan)	LF	600	\$48.50	\$29,100.00
	27	27	Concrete Curb and Gutter 24-inch (Overlaid Pan)	LF	200	\$38.00	\$7,600.00
	28	28	Concrete Curb and Gutter 30-inch (4-Inch Curb Head)	LF	400	\$17.75	\$7,100.00
	29	29	Concrete Curb and Gutter 30-inch (6-Inch Curb Head)	LF	2525	\$18.70	\$47,217.50
	30	30	Pedestrian Curb	LF	275	\$45.00	\$12,375.00
	31	31	Sawing Concrete	LF	2090	\$3.00	\$6,270.00
	32	32	Adjust Sanitary Manhole Major	Each	2	\$2,610.00	\$5,220.00
	33	33	Adjust Sanitary Manhole Minor	Each	10	\$1,130.00	\$11,300.00
	34	34	Adjust Storm Manhole Minor	Each	4	\$950.00	\$3,800.00
	35	35	Adjusting Inlets	Each	1	\$885.00	\$885.00
	36	36	Inlets Type N1	Each	21	\$2,350.00	\$49,350.00
	37	37	Sanitary Manhole Casting	Each	12	\$475.00	\$5,700.00
	38	38	Inlet Castings	Each	22	\$685.00	\$15,070.00
	39	39	Manhole 4-FT Diameter	Each	4	\$4,050.00	\$16,200.00
	40	40	Manhole 6-FT Diameter	Each	1	\$8,650.00	\$8,650.00
	41	41	Storm Manhole Casting	Each	9	\$450.00	\$4,050.00
	42	42	12-Inch PVC Storm Sewer	LF	730	\$90.00	\$65,700.00
	43	43	21-Inch PVC Storm Sewer	LF	15	\$232.00	\$3,480.00
	44	44	Storm Sewer Lining 10-Inch	LF	360	\$50.00	\$18,000.00
	45	45	Sanitary Sewer Lining 10-Inch	LF	951	\$50.00	\$47,550.00
	46	46	Sanitary Sewer Lining 12-Inch	LF	335	\$55.55	\$18,609.25
	47	47	Sanitary Sewer Lining 15-Inch	LF	434	\$87.90	\$38,148.60
	48	48	Inlet Protection	Each	40	\$64.00	\$2,560.00
	49	49	Rock Bags	Each	50	\$0.01	\$0.50
	50	50	Pavement Marking 4-Inch	LF	450	\$2.20	\$990.00
	51	51	Pavement Marking 6-Inch Crosswalk	LF	225	\$13.00	\$2,925.00
	52	52	Pavement Marking 12-Inch Stop Bar	LF	25	\$18.00	\$450.00
	53	53	Pavement Marking 4-Inch Skips	LF	35	\$2.00	\$70.00
	54	54	Pavement Marking Island Nose	SF	20	\$16.00	\$320.00
	55	55	Sign Posts Tubular Steel	Each	9	\$215.00	\$1,935.00
	56	56	Signs	SF	53.97	\$26.50	\$1,430.21
	57	57	Topsoil	SY	2100	\$7.50	\$15,750.00
	58	58	Hydro-Seed	SY	2100	\$2.40	\$5,040.00
	59	59	Allowance - Video Conversion	LS	1	\$5,000.00	\$5,000.00
Total							\$1,150,794.31

**CITY OF SHEBOYGAN
RESOLUTION 193-23-24**

BY ALDERPERSONS DEKKER AND RUST.

MARCH 18, 2024.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract with Foth Infrastructure and Environment, LLC for the Gartman Farm Subdivision Design.

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

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to enter into the attached contract with Foth Infrastructure and Environment, LLC for the Gartman Farm Subdivision Design.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to draw funds not to exceed \$995,000.00 from Account No. 423660-531100 (TID 23 Fund – TID 23 – Contracted Services).

BE IT FURTHER RESOLVED: That the City's Civil Engineer/Project Manager is appointed as the City's Authorized Representative pursuant to Section 2.2 of the contract with Foth Infrastructure and Environment, LLC.

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 Title (the "Project"): Gartman Property TIF District Infrastructure Design and Platting
FOTH Project Number: _____
CLIENT Project Number: _____
(If applicable)

This Agreement for Services (hereinafter "**Agreement**") is made and entered into this ____ day of **April, 2024**, by and between **FOTH INFRASTRUCTURE & ENVIRONMENT, LLC**, (hereinafter "**Consultant**") and City of Sheboygan, (hereinafter "**Client**"), for the services described under the Scope of Services (the "**Services**").

CLIENT: City of Sheboygan
Address: Department of Public Works, 2026 New Jersey Avenue, Sheboygan, WI 53081-4714
Phone No: 920-459-3367 **Email Address:** kevin.jump@sheboyganwi.gov

Scope of Services: Client hereby agrees to retain Consultant to perform the following Services:

Design and platting services for The Gartman Subdivision as outlined in the Foth February 26, 2024, Proposal (Exhibit A)

Schedule: Services shall be performed according to the following schedule:

Work shall begin upon authorization to proceed and will be completed in accordance with the schedule in Exhibit A subject to the following:

1. Neighborhood Plan approval by City/Developer by the end of May.
2. Temporary Lift Station/Force Main connection to the existing Weeden Creek Road sewer will be acceptable to the Town Wilson.
3. 18th Street right-of-way acquired by September 1, 2024.
4. The South Side Sanitary Sewer is designed and constructed by Spring 2026.
5. Authorization to proceed by April 10, 2024.
6. No extensive permitting delays and no delays in private utility installation

Compensation: In consideration of these Services, the Client agrees to pay Consultant compensation as follows:

- ☐ Lump-Sum in the amount of \$ _____.00
- ☐ Unit Cost/Time Charges (Standard Rates)
- ☒ Unit Cost/Time Charges (Standard Rates) for an estimated cost of \$ 935,000.00 to \$995,000.00
- ☐ Other as stated here: _____

Special Conditions (if any): _____

The attached Agreement for Services Standard Terms and Conditions, along with any Exhibits, is made a part hereof and incorporated into this Agreement.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

Item 8.

CLIENT

CONSULTANT

Signed: _____

Name (printed): _____

Title: _____

Date: _____

Signed: _____

Name (printed): Thomas J. Ludwig

Title: State Operations Director

Date: 3/8/2024

Signed: _____

Name (printed): Carrie L. Voskuil

Title: Senior Contracts Manager

Date: 3/8/2024

**AGREEMENT FOR SERVICES
STANDARD TERMS AND CONDITIONS**

Item 8.

1.0 Commencement of Services - The Services will commence consistent with the schedule referenced herein or as otherwise agreed to by the parties, upon receipt of this signed Agreement. If after commencement of the Services, the Project is delayed for any reason beyond the control of Consultant for more than sixty (60) days, the terms and conditions contained herein are subject to revision by Consultant.

1.1 Standard of Care - The standard of care for any professional Services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no other warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by Consultant. Subject to the standard of care, Consultant and its sub-consultants may use and rely upon data, reports, design elements and information ordinarily or customarily furnished by others, including, but not limited to Client, Client's other contractors or consultants, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Consultant shall not be required to sign any document, no matter by whom requested, that would result in the Consultant having to certify, guarantee, or warrant the existence of conditions whose existence the Consultant cannot ascertain.

1.2 Compliance with Laws - In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state, and local statutes, ordinances, plans, and regulations.

2.0 Client Responsibilities - Client shall provide, at Client's expense, all criteria, design, and construction standards including full information as to Client's requirements for the Project, including all document specifications. The provision or production of such data or information is not included in the Services, except where explicitly referenced in the Scope of Services. As stated in Section 1.1, Consultant shall be entitled to rely upon such data and information in the performance of the Services and shall not be liable for any incorrect advice, judgment or decision based on any inaccurate information furnished by Client, Client's agents or Client's other consultants. Such data and information shall include but not be limited to the following:

- a. If not included in the Scope of Services, a complete survey of the Project site which shall include but not be limited to easements, right-of-way, encroachments, zoning and deed restrictions, subterranean structures or utilities, existing buildings and improvements.
- b. If not included in the Scope of Services, soils data, laboratory tests, reports and inspections of samples, materials or other items, with appropriate professional interpretations.
- c. Legal counseling services necessary for the Project including legal review of the construction contract documents.
- d. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
- e. If not included in the Scope of Services, permits and approvals from any authorities having jurisdiction over the Project.

2.1 Right of Entry - Client shall provide for entry for the employees, agents and subcontractors of Consultant and for all necessary equipment.

2.2 Client Authorized Representative - Client shall designate a person authorized to act as Client's representative. Client or his representative shall receive and examine documents submitted by Consultant and shall be empowered to interpret and define Client's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of Consultant's Services. Client shall give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project, Services or other event which may substantially affect Consultant's performance of Services under this Agreement.

3.0 Fees and Payment

3.1 Invoice Payment Due - Client shall compensate Consultant for Services and expenses rendered under this Agreement. Consultant's fee for Services will be based on Consultant's rates currently in effect at the time the

Services are done; lump sum or other schedules as identified under the Compensation section. Rates of Consultant are subject to annual revision. Payment shall be due within thirty (30) days after the date of invoice describing the Services performed and expenses incurred during the preceding invoice period.

3.2 Failure to Pay. Client agrees that timely payment is a material term of this Agreement and that failure to make timely payment as agreed constitutes a breach hereof. In the event payment for Services rendered has not been made within thirty (30) days from the date of invoice, Consultant may, after giving seven (7) days' written notice to Client and without penalty or liability of any nature, and without waiving any claim against Client, suspend all work on all Services as set forth herein. Upon receipt of payment in full for Services rendered, plus interest charges, Consultant will continue with Services. Payment of all compensation due Consultant pursuant to this Agreement shall be a condition precedent to Client using any of Consultant's work product and/or deliverables under this Agreement.

3.3 Interest on Late Payments - In order to defray carrying charges resulting from delayed payments, simple interest at the maximum rate allowed by law will be added to the unpaid balance of each invoice. The interest period shall commence thirty (30) days after the date of the original invoice and shall terminate upon date of payment. Payments will be first credited to interest and then to principal.

4.0 Insurance/Limitation of Consultant's Liability - Consultant will maintain the following insurance coverages:

- a. Worker's compensation insurance pursuant to state law.
- b. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- c. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of Consultant or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- d. Professional liability insurance, if applicable, of \$1,000,000 per claim and in the aggregate.

4.1 Liability Limits - Notwithstanding any provision in this Agreement to the contrary, Client and Consultant each agree not to assert against the other any claim, demand or suit for consequential, incidental, indirect or special damages arising from any aspect of the performance or nonperformance of the other party or any third-party engaged by such other party under this Agreement, and each party hereto waives any such claim, demand or suit against the other in connection with this Agreement.

4.2 Waiver of Subrogation - To the extent permitted by the parties' respective insurance policies in place on the effective date of this Agreement and subsequently renewed on the same or substantially similar terms, both parties hereby waive all rights against each other for recovery of any damages caused by casualty or other perils to the extent covered by that party's insurance (i.e., damage to the Client covered by the Client's insurance and damage to Consultant covered by Consultant's insurance) applicable to the work done pursuant to this Agreement, except such rights as the party may have to the proceeds of the insurance and to the extent necessary to recover amounts relating to deductibles or self-insured retentions applicable to insured losses.

5.0 Indemnification - Consultant, to the fullest extent permitted by law, shall indemnify and defend Client and any of Client officers, directors, employees and agents from and against claims, losses, damages, and liabilities, including legal fees and expenses, for third party claims of bodily injury, sickness, or death, and property damage or destruction to the extent caused by the negligent acts or omissions of Consultant or Consultant's separate contractors or anyone for whose acts any of them may be liable.

6.0 Hazardous Materials - Client hereby understands and agrees that Consultant has not created nor contributed to the creation or existence of any types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution ("Hazardous Materials"), whether latent or patent, at Client's premises, or in connection with or related to the Project with respect to which Consultant has been retained to provide Services. Therefore, to the fullest extent permitted by law, except for Hazardous Materials introduced onto the site by Consultant and not required or permitted in the performance of Consultant's Services, Client agrees to indemnify, and hold Consultant, its officers, directors, shareholders, employees, and Consultants,

harmless from and against any and all claims, damages, and expenses, whether direct, indirect, consequential or otherwise, including, but not limited to, attorney fees and court costs, arising out of, or resulting from the discharge, escape or release, of Hazardous Materials. Nothing contained within this Agreement shall be construed or interpreted as requiring Consultant to assume the status of a generator, transporter, or owner or operator of a treatment, storage or disposal facility, as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

7.0 Design Without Construction Phase Services - Notwithstanding any provisions in this Agreement to the contrary, if this Project involves construction and Consultant is not retained to provide construction phase services including, but not limited to, observation, site visits, shop drawing review, and design clarifications, Client agrees that Consultant shall be responsible only for those construction phase services expressly required in Consultants Scope of Services. With the exception of such expressly required Services, Consultant shall have no design, shop drawing review, or other obligations during construction, and Client assumes all responsibility for construction phase services. Client waives all claims against the Consultant that may be connected in any way to construction phase services except for those Services that are expressly required in Consultants Scope of Services.

8.0 Documents- Ownership of Work Product and Proprietary Information - The deliverables prepared under this Agreement shall become the property of the Client only upon completion of the invoiced Services and payment in full of all monies due to Consultant on such invoice. In the event Client reuses or makes any modifications to the deliverables without prior written authorization of Consultant, the Client agrees, to the fullest extent permitted by law, to indemnify and hold Consultant, its consultants, agents, officers, directors, shareholders and employees harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modifications of Consultant's Services, work product, and/or deliverables by the Client or any person or entity that acquires or obtains the such work product and/or deliverables from or through the Client without the written authorization of Consultant.

Notwithstanding the foregoing Consultant's liability to Client for any computer programs, software products, or related data furnished hereunder is limited solely to the correction of residual errors, minor maintenance, or update(s) as agreed. CONSULTANT MAKES NO WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, or against infringement, with respect to computer programs, software products, related data, technical information, or technical assistance provided by Consultant under this agreement. The Consultant will take reasonable precautions to prevent the transmission of any virus, or other contamination with the exchange of electronic media, but Consultant makes no assurances that those precautions are adequate to assure a contamination free transmission. Consultant retains title and interest in all of its standard details, plans, specifications, methodologies, tools, and computation documents, whether in written or electronic form, which have been incorporated into the documents and instruments of service, but which were developed by Consultant independent of this Agreement.

9.0 Injury to Workers on Project Consultant has no responsibility for site safety or for the means and methods employed by Client's construction contractor(s). Client agrees that Consultant will be named as an additional insured on construction contractor's insurance policy for Commercial General Liability and Builders All Risk Liability, and Client agrees to insert into all contracts for construction between Client and construction contractor(s) arising out of these Services a provision requiring the construction contractor(s) to defend, indemnify, and hold harmless both Client and Consultant from any and all actions arising out of the construction Project, including, but not limited to, injury to or death of any worker on the job site, not caused by the sole negligence of Client or Consultant,. Client will be responsible for any damages caused by Client's failure to comply with the above requirements.

10.0 Probable Construction Costs Opinions - Any opinion of the construction cost prepared by Consultant represents his judgment and is supplied for the general guidance of the Client. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee that bids or actual construction costs to the Client will not vary from Consultant's opinions of probable cost. If the Client desires greater assurance as to construction costs, Client shall employ an independent cost estimator.

11.0 Site Visits - Visits to the construction site and observations made by Consultant as part of Services during construction under this Agreement shall not make Consultant responsible for the obligation to conduct, comprehensive monitoring of the work of the contractor(s) sufficient to ensure conformance with the intent of the

construction contract documents, and shall not make Consultant responsible for, nor relieve the construction contractor(s) of the full responsibility for, constructions means, methods, techniques, sequences, and procedures necessary for coordinating and completing portions of the contractor(s) work under the construction contract documents, and for all safety precautions incidental thereto. Such visits by Consultant are not to be construed as part of the observation duties of the on-site observation personnel defined below.

12.0 On-Site Observation - When Consultant provides on-site observation personnel as part of Services during construction under this Agreement, the on-site observation personnel will make reasonable efforts to advise Client of observed defects and deficiencies in the work of the contractor(s), and to help determine if the provisions of the construction contract documents are being fulfilled. Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of any construction work and Consultant's obligations are limited to becoming generally familiar with the progress of the construction. Consultant's observation will not cause Consultant to be responsible for those duties and responsibilities which belong to the construction contractor(s), including, but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the construction contract documents.

13.0 Termination or Abandonment - If any portion of the Services or Project is terminated or abandoned by Client, the provisions of these Terms and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the Project, the fee for Services performed during such phase shall be based on Consultant's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse Consultant for termination costs.

This Agreement may be terminated by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten calendar days written notice of intent to terminate and an opportunity for correcting the default (plus such additional time as is reasonably necessary to correct the default, other than any payment default) and for consultation with the terminating party before termination. Consultant shall be paid for Services performed to the termination date including reimbursable expenses due plus termination expenses.

13.1 Insufficient Funding Termination - If funds for the continued fulfillment of this Agreement are at any time not forthcoming or are insufficient, through failure of any entity, including the Client itself, to appropriate funds or otherwise, then the Client shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding. Client will provide at least thirty (30) days written notice of such termination. Client will ensure reasonable efforts to ensure appropriated funds are available.

14.0 Jurisdiction - This Agreement shall be governed by the laws of the State of the Project.

14.1 Notices - Any notice required by this Agreement shall be made in writing to the individuals and addresses specified below:

- i. City of Sheboygan: City Clerk, City of Sheboygan, 828 Center Ave., Sheboygan, WI 53083
- ii. Foth Infrastructure & Environment, LLC : 2121 Innovation Ct., Suite 300, De Pere, WI 54115 Attn: Chief Risk Officer
- iii. Nothing in this Section shall be construed as limiting or prohibiting communication between the parties in the ordinary course of the Agreement.

15.0 Dispute Resolution - The parties will use good faith efforts to resolve any dispute, controversy or claim arising out of or relating to this Agreement or the relationship between the parties (a "Dispute") through negotiation. To invoke the dispute resolution procedures in this section, one party must give the other party a written notice of its intent to negotiate. The notice will include a detailed description of the Dispute and a proposed resolution. Within five (5) business days after delivery of the notice, each party will designate a senior executive with authority to resolve the Dispute. The designated executives will engage in discussions in an effort to resolve the Dispute. If the designated executives do not agree on a resolution within twenty (20) days after the dispute notice has been delivered, the parties may agree to submit the Dispute to non-binding mediation by any mutually agreed-upon mediator, rules and location. Any mediation fees and expenses will be allocated and paid by the parties equally. If the parties do not reach a resolution through negotiation or mediation, either party may pursue all remedies available under this Agreement, at law or in equity in a court of competent jurisdiction. Each party hereby

irrevocably waives its rights to trial by jury in any Dispute or proceeding arising out of this agreement or the transactions relating to its subject matter.

Item 8.

15.1 Open Records - Both parties understand that the Client is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Consultant acknowledges that it is obligated to assist the Client in retaining and producing records that are subject to the Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Consultant must defend and hold the Client harmless from liability under that law resulting from Consultant's action or inaction with respect to public records in its sole control. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under this Agreement.

16.0 Waiver - Consultant's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

17.0 Successors and Assigns - All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

18.0 Severability - If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

19.0 Force Majeure - Neither party to this Agreement will be liable to the other party for delays in performing the Services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure. Consultant's schedule and compensation under this Agreement will be equitably adjusted in the event of any such delay.

20.0 Entire Agreement - This Agreement, and its attachments, constitutes the entire understanding between Client and Consultant relating to Services to be provided by Consultant and, excepting only confidentiality agreements between the parties pertaining to the Project, supersede any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein. Subsequent modifications or amendments to this Agreement must be in writing and signed by the parties to this Agreement. The foregoing notwithstanding, if the Client, its officers, agents, or employees request Consultant to perform extra work or Services pursuant to this Agreement, Client will pay for the additional Services even though an additional written Agreement is not issued or signed. The obligations of Consultant under this Agreement shall survive in accordance with applicable State statutes.

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC
2024 HOURLY RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$248 - \$259
Project Manager	\$190 - \$248
Project Engineer	\$159 - \$248
Staff Engineer	\$131 - \$162
Planner	\$131 - \$214
Project Scientist	\$131 - \$173
Technician	\$88 - \$181
Construction Manager	\$137 - \$188
Land Surveyor	\$150 - \$212
Project Administrator	\$85 - \$106
Administrative Assistant	\$64

REIMBURSABLE EXPENSES

1. All equipment, field service vehicles, materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the Internal Revenue Service standard mileage reimbursement rate.
3. Charges for outside services such as soils and materials testing, fiscal, legal and all other direct expenses will be invoiced at cost plus 10%.

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2024. Rates subject to change annually on January 1.

Ballpark Commons Office Building
7044 South Ballpark Drive, Suite 200
Franklin, WI 53132
(414) 336-7900
foth.com

February 26, 2024

Mr. Kevin Jump, P.E., Civil Engineer/Project Manager
City of Sheboygan
2026 New Jersey Avenue
Sheboygan, WI 53081

Re: Proposal for City of Sheboygan, WI Gartman Subdivision Design/Platting

Dear Kevin:

Foth Infrastructure & Environment, LLC (Foth) is pleased to provide the City of Sheboygan with the following proposal to provide design engineering and platting services for the Gartman Subdivision which is shown on the enclosed map (Exhibit A). This proposal identifies the main project assumptions, tasks, and provides an estimated level of effort for the Foth team to complete the design/platting.

PROJECT UNDERSTANDING

The proposed Gartman Subdivision consists of an approximate 275-acre mixed-use development including senior housing, single family, multi-family, and condominium residential development along with areas of commercial land use. The Gartman Subdivision is proposed to be developed on land currently owned by the City of Sheboygan and will be funded by TID 23. The project will be developed in at least 5 phases as shown on the enclosed map. It is anticipated that the development will be completed in 2-3 years. Due to existing limited sanitary sewer capacity, Phase 1 will be served by a temporary lift station/force main system which will require Town of Wilson approval. It is currently anticipated that the proposed South Side Sanitary Sewer will be completed by the spring of 2026 at which time the Gartman Subdivision will be able to connect to this new sewer and abandon the temporary lift station/force main.

The roads and development layout shown on the enclosed map are conceptual and will be refined as part of the planning phase of this proposal.

PROPOSAL APPROACH/ SCOPE

Due to the conceptual nature of this existing Gartman Subdivision layout, we have programmed multiple categories of tasks for this proposal as listed below:

- Project Management/Coordination
- Surveying

- Planning
- Phase 1A CSM Design
- 18th Street (Weeden Creek Road to Stahl Road)
- Phases 1 and 2 Design/Platting
- Phases 3 and 4 Design/Platting
- Subconsultant Tasks

Each of these categories are summarized below.

Project Management/ Coordination includes external and internal meetings and coordination with the stakeholders including Pelton Builders, Sheboygan County, private utilities, City of Sheboygan, Town of Wilson, WDNR, ACOE, and BLARPC. Internal team and subconsultant management, scheduling and contract administration and reporting are also included.

Surveying includes ALTA survey, topographic survey, and title searches.

Planning includes the development of a revised neighborhood plan (concept plat) utilizing the topo/Alta surveys, wetland delineations, zoning setbacks, and geotechnical investigations as well as stormwater management plan and environmental conditions. Overall stormwater management, conceptual grading, road layout, conceptual utility and drainage plans will also be developed as part of the planning tasks. The proposal also included an allowance for water system modeling and planning assistance if needed.

Phase 1A CSM Design includes the detailed design of grading/erosion control, sanitary sewer, watermain, drainage, and roadway plans for the 1A area as shown on the enclosed map. Design includes plan and specification preparation, permitting, estimating, and bidding. The CSM to create area 1A is being done under a separate proposal.

18th Street includes the conceptual design of 18th Street from Weeden Creek Road to Stahl Road. It is our understanding that this project will be considered as a stand along project. The 18th Street element includes alignment evaluation, right-of-way platting, preliminary drainage layout and wetland coordination/permitting. Detailed design and plan/specification preparation and bidding is not included in this proposal.

Phases 1 and 2 Design/Platting includes the detailed design of grading/erosion control, sanitary sewer, water main, roads and drainage for Phases 1 and 2 as shown on the enclosed map. Due to the timing of construction for the proposed South Side Sanitary Sewer, a temporary lift station/force main will be designed as part of Phase 1. This temporary lift station will be decommissioned upon completion of the South Side Sanitary Sewer. Design includes plan and specification preparation, permitting, estimating, and bidding. Preliminary and final platting for Phases 1 and 2 is included.

Phases 3-4 Design/Platting includes detailed design of grading/erosion control, sanitary sewer, water main, roads, and drainage for the Phase 3-4 areas shown in the enclosed map. Design includes, plan and specification preparation, permitting, estimating, and bidding. Preliminary and final platting for Phase 3-4 is included.

Subcontractor Tasks includes wetland delineation report for the Gartman Subdivision, geotechnical investigation including soil borings, analysis and report are being provided for the proposed roadways, storm water areas and multi-family (12 unit and larger) buildings.

SCHEDULE

Based upon conversations with City of Sheboygan staff, we have developed a preliminary proposal schedule which is enclosed as Exhibit B. This schedule is based upon notice to proceed by March 1, 2024 and reflects our current understanding of the development timelines. The schedule will be updated to reflect changes in timelines, stakeholder input and permitting.

FEES

We propose to provide the above-described services on a time and material basis in accordance with our current rate table (Exhibit C) with estimated fees as outlined below. Note that rates will be updated for work performed in 2025 and 2026.

Project Management/Coordination Through Phase 2	\$85,000-90,000
Surveying	\$75,000-80,000
Planning	\$180,000-190,000
Phase 1A Design	\$35,000-40,000
18 th Street Conceptual Design/Plat	\$50,000-\$55,000
Phases 1 and 2 Design/Platting	\$375,000-395,000
Subconsultant Tasks	\$135,000-145,000*
Estimated Fee Range Through Phase 2	\$935,000-995,000
Project Management/Coordination for Phases 3 and 4	\$TBD**
Phases 3 and 4 Design/Platting	\$TBD**

*Includes allowances of \$20,000 for wetland delineation and \$100,000 for geotechnical effort.

**Fees for Phases 3 and 4 will be provided once the planning element has been completed and the schedule for this work can be determined.

The scope of work does not include detailed design or survey work associated with individual building plans such as apartment/condo sites, commercial or senior living developments. Condominium platting can be provided as an additional service. Regulatory fees to be paid by the City.

Construction related engineering services have not been included in this proposal. The extent of these additional services such as staking, construction review, and contract management will be evaluated when the final design is complete, and the level of construction support is understood. We are very excited to work in partnership with the City on this very important project.

If you have any questions regarding our proposal, please call Tom at (414) 336-7905 or Dan at (262) 939-0209.

Sincerely,

Foth Infrastructure & Environment, LLC



Thomas J. Ludwig, P.E.
Principal Engineer / Client Director
Licensed in WI



Daniel F. Snyder, P.E.
Lead Civil Engineer/Project Manager
Licensed in WI

Enclosure: as noted.

City of Sheboygan - Gartman Subdivision

Preliminary Schedule - Plase 1A, 1, and 2

Name		Start	Finish	2024												2025											
				Feb 24	Mar 24	Apr 24	May 24	Jun 24	Jul 24	Aug 24	Sep 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25			
1	Phase 1A	3/1/24	10/18/24																								
2	CSM	3/1/24	5/31/24																								
3	Field Survey	3/1/24	3/29/24																								
4	Wetland Delineation	4/1/24	4/30/24																								
5	Utility/Roadway Design	3/11/24	5/1/24																								
6	Permitting/Bidding	5/1/24	6/14/24																								
7	Construction	6/17/24	8/30/24																								
8	Master Planning	3/11/24	10/18/24																								
9	Alta Survey	3/18/24	4/19/24																								
10	Geotech	4/1/24	5/31/24																								
11	Neighborhood Plan	3/11/24	5/31/24																								
12	Wetland	4/1/24	6/14/24																								
13	Grading/Roads	5/31/24	7/31/24																								
14	Utility Concept Plan/Water System Modeling	6/17/24	7/31/24																								
15	18th Street Extension	3/25/24	10/18/24																								
16	Condemnation	4/1/24	9/30/24																								
17	Alignment	3/25/24	6/28/24																								
18	Design	8/1/24	10/18/24																								
19	Phase 1	7/1/24	7/31/25																								
20	Grade/Road Design	7/1/24	9/30/24																								
21	Utilities (Sanitary and Water)	7/31/24	9/30/24																								
22	Drainage	7/31/24	9/30/24																								
23	Temporary Lift Station/Force Main	7/31/24	9/30/24																								
24	Permitting	9/2/24	11/29/24																								
25	Bidding Award	10/1/24	10/31/24																								
26	Construction	11/1/24	7/31/25																								
27	Phase 2	7/1/24	7/31/25																								
28	Grade/Road Design	7/1/24	9/30/24																								
29	Utilities (Sanitary and Water)	7/31/24	9/30/24																								
30	Drainage	7/31/24	9/30/24																								
31	Permitting	9/2/24	11/29/24																								
32	Bidding/Award	10/1/24	10/31/24																								
33	Construction	12/3/24	7/31/25																								

FOTH
February 2024

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC
2024 STANDARD HOURLY RATE SCHEDULE

<u>Classification</u>	<u>Hourly Rate</u>	<u>Classification</u>	<u>Hourly Rate</u>
Principal II	\$259.00	Project Scientist III	\$173.00
Principal I	\$248.00	Project Scientist II	\$152.00
Project Manager V	\$248.00	Project Scientist I	\$131.00
Project Manager IV	\$236.00	Technician IX	\$181.00
Project Manager III	\$224.00	Technician VIII	\$171.00
Project Manager II	\$208.00	Technician VII	\$160.00
Project Manager I	\$190.00	Technician VI	\$150.00
Project Engineer VII	\$248.00	Technician V	\$140.00
Project Engineer VI	\$236.00	Technician IV	\$129.00
Project Engineer V	\$224.00	Technician III	\$119.00
Project Engineer IV	\$197.00	Technician II	\$109.00
Project Engineer III	\$184.00	Technician I	\$88.00
Project Engineer II	\$172.00	Construction Manager III	\$188.00
Project Engineer I	\$159.00	Construction Manager II	\$157.00
Staff Engineer IV	\$162.00	Construction Manager I	\$137.00
Staff Engineer III	\$152.00	Land Surveyor V	\$212.00
Staff Engineer II	\$142.00	Land Surveyor IV	\$197.00
Staff Engineer I	\$131.00	Land Surveyor III	\$181.00
Planner V	\$214.00	Land Surveyor II	\$166.00
Planner IV	\$194.00	Land Surveyor I	\$150.00
Planner III	\$173.00	Project Administrator II	\$106.00
Planner II	\$152.00	Project Administrator I	\$85.00
Planner I	\$131.00	Administrative Assistant	\$64.00

REIMBURSABLE EXPENSES

1. All equipment, field services vehicles, materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the Internal Revenue Service standard mileage reimbursement rate.
3. Charges for outside services such as soils and materials testing, fiscal, legal and all other direct expenses will be invoiced at cost plus 10%.

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2024. Rates subject to change annually on January 1.

**CITY OF SHEBOYGAN
RESOLUTION 194-23-24**

BY ALDERPERSONS DEKKER AND RUST.

MARCH 18, 2024.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Foth Infrastructure and Environment, LLC for the Sheboygan Southside Sewer System Phases 1 and 2 Design.

RESOLVED: That the Mayor and City Clerk are hereby authorized to enter into the attached contract with Foth Infrastructure and Environment, LLC for the Sheboygan Southside Sewer System Phases 1 and 2 Design.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to draw funds not to exceed \$850,000.00 from Account No. 630361-641100 (Wastewater Fund – Wastewater – Improvements Other Than Buildings).

BE IT FURTHER RESOLVED: That the City’s Civil Engineer/Project Manager is appointed as the City’s Authorized Representative pursuant to Section 2.2 of the contract with Foth Infrastructure and Environment, LLC.

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 Title
(the "Project"): Southside Interceptor Sewer Design

FOTH Project Number: _____

CLIENT Project Number: _____
(If applicable)

This Agreement for Services (hereinafter "Agreement") is made and entered into this ____ day of April, 2024, by and between **FOTH INFRASTRUCTURE & ENVIRONMENT, LLC**, (hereinafter "Consultant") and City of Sheboygan, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

CLIENT: City of Sheboygan

Address: Department of Public Works, 2026 New Jersey Avenue, Sheboygan, WI 53081-4714

Phone No: 920-459-3367 **Email Address:** kevin.jump@sheboyganwi.gov

Scope of Services: Client hereby agrees to retain Consultant to perform the following Services:

Surveying and engineering design services in accordance Foth's February 14, 2024 Proposal (Exhibit A)

Schedule: Services shall be performed according to the following schedule:

Work shall begin upon authorization to proceed and will be completed in accordance with the schedule in Exhibit A

Compensation: In consideration of these Services, the Client agrees to pay Consultant compensation as follows:

- ☐ Lump-Sum in the amount of \$ _____.00
- ☐ Unit Cost/Time Charges (Standard Rates)
- ☒ Unit Cost/Time Charges (Standard Rates) for an estimated cost of \$800,000.00 to \$850,000.00
- ☐ Other as stated here: _____

Special Conditions (if any): _____

The attached Agreement for Services Standard Terms and Conditions, along with any Exhibits, is made a part hereof and incorporated into this Agreement.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

CLIENT


Signed: _____

Name (printed): _____

Title: _____

Date: _____


CONSULTANT

Signed:  _____

Name (printed): Thomas J. Ludwig

Title: State Operations Director

Date: 3/8/2024

Signed:  _____

Name (printed): Carrie L. Voskuil

Title: Senior Contracts Manager

Date: 3/8/2024

**AGREEMENT FOR SERVICES
STANDARD TERMS AND CONDITIONS**

Item 9.

1.0 Commencement of Services - The Services will commence consistent with the schedule referenced herein or as otherwise agreed to by the parties, upon receipt of this signed Agreement. If after commencement of the Services, the Project is delayed for any reason beyond the control of Consultant for more than sixty (60) days, the terms and conditions contained herein are subject to revision by Consultant.

1.1 Standard of Care - The standard of care for any professional Services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no other warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by Consultant. Subject to the standard of care, Consultant and its sub-consultants may use and rely upon data, reports, design elements and information ordinarily or customarily furnished by others, including, but not limited to Client, Client's other contractors or consultants, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Consultant shall not be required to sign any document, no matter by whom requested, that would result in the Consultant having to certify, guarantee, or warrant the existence of conditions whose existence the Consultant cannot ascertain.

1.2 Compliance with Laws - In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state, and local statutes, ordinances, plans, and regulations.

2.0 Client Responsibilities - Client shall provide, at Client's expense, all criteria, design, and construction standards including full information as to Client's requirements for the Project, including all document specifications. The provision or production of such data or information is not included in the Services, except where explicitly referenced in the Scope of Services. As stated in Section 1.1, Consultant shall be entitled to rely upon such data and information in the performance of the Services and shall not be liable for any incorrect advice, judgment or decision based on any inaccurate information furnished by Client, Client's agents or Client's other consultants. Such data and information shall include but not be limited to the following:

- a. If not included in the Scope of Services, a complete survey of the Project site which shall include but not be limited to easements, right-of-way, encroachments, zoning and deed restrictions, subterranean structures or utilities, existing buildings and improvements.
- b. If not included in the Scope of Services, soils data, laboratory tests, reports and inspections of samples, materials or other items, with appropriate professional interpretations.
- c. Legal counseling services necessary for the Project including legal review of the construction contract documents.
- d. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
- e. If not included in the Scope of Services, permits and approvals from any authorities having jurisdiction over the Project.

2.1 Right of Entry - Client shall provide for entry for the employees, agents and subcontractors of Consultant and for all necessary equipment.

2.2 Client Authorized Representative - Client shall designate a person authorized to act as Client's representative. Client or his representative shall receive and examine documents submitted by Consultant and shall be empowered to interpret and define Client's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of Consultant's Services. Client shall give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project, Services or other event which may substantially affect Consultant's performance of Services under this Agreement.

3.0 Fees and Payment

3.1 Invoice Payment Due - Client shall compensate Consultant for Services and expenses rendered under this Agreement. Consultant's fee for Services will be based on Consultant's rates currently in effect at the time the

Services are done; lump sum or other schedules as identified under the Compensation section. Rates of Consultant are subject to annual revision. Payment shall be due within thirty (30) days after the date of invoice describing the Services performed and expenses incurred during the preceding invoice period.

3.2 Failure to Pay. Client agrees that timely payment is a material term of this Agreement and that failure to make timely payment as agreed constitutes a breach hereof. In the event payment for Services rendered has not been made within thirty (30) days from the date of invoice, Consultant may, after giving seven (7) days' written notice to Client and without penalty or liability of any nature, and without waiving any claim against Client, suspend all work on all Services as set forth herein. Upon receipt of payment in full for Services rendered, plus interest charges, Consultant will continue with Services. Payment of all compensation due Consultant pursuant to this Agreement shall be a condition precedent to Client using any of Consultant's work product and/or deliverables under this Agreement.

3.3 Interest on Late Payments - In order to defray carrying charges resulting from delayed payments, simple interest at the maximum rate allowed by law will be added to the unpaid balance of each invoice. The interest period shall commence thirty (30) days after the date of the original invoice and shall terminate upon date of payment. Payments will be first credited to interest and then to principal.

4.0 Insurance/Limitation of Consultant's Liability - Consultant will maintain the following insurance coverages:

- a. Worker's compensation insurance pursuant to state law.
- b. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- c. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of Consultant or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- d. Professional liability insurance, if applicable, of \$1,000,000 per claim and in the aggregate.

4.1 Liability Limits - Notwithstanding any provision in this Agreement to the contrary, Client and Consultant each agree not to assert against the other any claim, demand or suit for consequential, incidental, indirect or special damages arising from any aspect of the performance or nonperformance of the other party or any third-party engaged by such other party under this Agreement, and each party hereto waives any such claim, demand or suit against the other in connection with this Agreement.

4.2 Waiver of Subrogation - To the extent permitted by the parties' respective insurance policies in place on the effective date of this Agreement and subsequently renewed on the same or substantially similar terms, both parties hereby waive all rights against each other for recovery of any damages caused by casualty or other perils to the extent covered by that party's insurance (i.e., damage to the Client covered by the Client's insurance and damage to Consultant covered by Consultant's insurance) applicable to the work done pursuant to this Agreement, except such rights as the party may have to the proceeds of the insurance and to the extent necessary to recover amounts relating to deductibles or self-insured retentions applicable to insured losses.

5.0 Indemnification - Consultant, to the fullest extent permitted by law, shall indemnify and defend Client and any of Client officers, directors, employees and agents from and against claims, losses, damages, and liabilities, including legal fees and expenses, for third party claims of bodily injury, sickness, or death, and property damage or destruction to the extent caused by the negligent acts or omissions of Consultant or Consultant's separate contractors or anyone for whose acts any of them may be liable.

6.0 Hazardous Materials - Client hereby understands and agrees that Consultant has not created nor contributed to the creation or existence of any types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution ("Hazardous Materials"), whether latent or patent, at Client's premises, or in connection with or related to the Project with respect to which Consultant has been retained to provide Services. Therefore, to the fullest extent permitted by law, except for Hazardous Materials introduced onto the site by Consultant and not required or permitted in the performance of Consultant's Services, Client agrees to indemnify, and hold Consultant, its officers, directors, shareholders, employees, and Consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, consequential or

otherwise, including, but not limited to, attorney fees and court costs, arising out of, or resulting from the discharge or escape or release, of Hazardous Materials. Nothing contained within this Agreement shall be construed or interpreted as requiring Consultant to assume the status of a generator, transporter, or owner or operator of a treatment, storage or disposal facility, as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

7.0 Design Without Construction Phase Services - Notwithstanding any provisions in this Agreement to the contrary, if this Project involves construction and Consultant is not retained to provide construction phase services including, but not limited to, observation, site visits, shop drawing review, and design clarifications, Client agrees that Consultant shall be responsible only for those construction phase services expressly required in Consultants Scope of Services. With the exception of such expressly required Services, Consultant shall have no design, shop drawing review, or other obligations during construction, and Client assumes all responsibility for construction phase services. Client waives all claims against the Consultant that may be connected in any way to construction phase services except for those Services that are expressly required in Consultants Scope of Services.

8.0 Documents- Ownership of Work Product and Proprietary Information - The deliverables prepared under this Agreement shall become the property of the Client only upon completion of the invoiced Services and payment in full of all monies due to Consultant on such invoice. In the event Client reuses or makes any modifications to the deliverables without prior written authorization of Consultant, the Client agrees, to the fullest extent permitted by law, to indemnify and hold Consultant, its consultants, agents, officers, directors, shareholders and employees harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modifications of Consultant's Services, work product, and/or deliverables by the Client or any person or entity that acquires or obtains the such work product and/or deliverables from or through the Client without the written authorization of Consultant.

Notwithstanding the foregoing Consultant's liability to Client for any computer programs, software products, or related data furnished hereunder is limited solely to the correction of residual errors, minor maintenance, or update(s) as agreed. CONSULTANT MAKES NO WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, or against infringement, with respect to computer programs, software products, related data, technical information, or technical assistance provided by Consultant under this agreement. The Consultant will take reasonable precautions to prevent the transmission of any virus, or other contamination with the exchange of electronic media, but Consultant makes no assurances that those precautions are adequate to assure a contamination free transmission. Consultant retains title and interest in all of its standard details, plans, specifications, methodologies, tools, and computation documents, whether in written or electronic form, which have been incorporated into the documents and instruments of service, but which were developed by Consultant independent of this Agreement.

9.0 Injury to Workers on Project Consultant has no responsibility for site safety or for the means and methods employed by Client's construction contractor(s). Client agrees that Consultant will be named as an additional insured on construction contractor's insurance policy for Commercial General Liability and Builders All Risk Liability, and Client agrees to insert into all contracts for construction between Client and construction contractor(s) arising out of these Services a provision requiring the construction contractor(s) to defend, indemnify, and hold harmless both Client and Consultant from any and all actions arising out of the construction Project, including, but not limited to, injury to or death of any worker on the job site, not caused by the sole negligence of Client or Consultant,. Client will be responsible for any damages caused by Client's failure to comply with the above requirements.

10.0 Probable Construction Costs Opinions - Any opinion of the construction cost prepared by Consultant represents his judgment and is supplied for the general guidance of the Client. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee that bids or actual construction costs to the Client will not vary from Consultant's opinions of probable cost. If the Client desires greater assurance as to construction costs, Client shall employ an independent cost estimator.

11.0 Site Visits - Visits to the construction site and observations made by Consultant as part of Services during construction under this Agreement shall not make Consultant responsible for the obligation to conduct, comprehensive monitoring of the work of the contractor(s) sufficient to ensure conformance with the intent of the construction contract documents, and shall not make Consultant responsible for, nor relieve the construction

contractor(s) of the full responsibility for, constructions means, methods, techniques, sequences, and procedure necessary for coordinating and completing portions of the contractor(s) work under the construction contract documents, and for all safety precautions incidental thereto. Such visits by Consultant are not to be construed as part of the observation duties of the on-site observation personnel defined below.

12.0 On-Site Observation - When Consultant provides on-site observation personnel as part of Services during construction under this Agreement, the on-site observation personnel will make reasonable efforts to advise Client of observed defects and deficiencies in the work of the contractor(s), and to help determine if the provisions of the construction contract documents are being fulfilled. Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of any construction work and Consultant's obligations are limited to becoming generally familiar with the progress of the construction. Consultant's observation will not cause Consultant to be responsible for those duties and responsibilities which belong to the construction contractor(s), including, but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the construction contract documents.

13.0 Termination or Abandonment - If any portion of the Services or Project is terminated or abandoned by Client, the provisions of these Terms and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the Project, the fee for Services performed during such phase shall be based on Consultant's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse Consultant for termination costs.

This Agreement may be terminated by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten calendar days written notice of intent to terminate and an opportunity for correcting the default (plus such additional time as is reasonably necessary to correct the default, other than any payment default) and for consultation with the terminating party before termination. Consultant shall be paid for Services performed to the termination date including reimbursable expenses due plus termination expenses.

13.1 Insufficient Funding Termination - If funds for the continued fulfillment of this Agreement are at any time not forthcoming or are insufficient, through failure of any entity, including the Client itself, to appropriate funds or otherwise, then the Client shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding. Client will provide at least thirty (30) days written notice of such termination. Client will ensure reasonable efforts to ensure appropriated funds are available.

14.0 Jurisdiction - This Agreement shall be governed by the laws of the State of the Project.

14.1 Notices - Any notice required by this Agreement shall be made in writing to the individuals and addresses specified below:

- i. City of Sheboygan: City Clerk, City of Sheboygan, 828 Center Ave., Sheboygan, WI 53083
- ii. Foth Infrastructure & Environment, LLC : 2121 Innovation Ct., Suite 300, De Pere, WI 54115 Attn: Chief Risk Officer
- iii. Nothing in this Section shall be construed as limiting or prohibiting communication between the parties in the ordinary course of the Agreement.

15.0 Dispute Resolution - The parties will use good faith efforts to resolve any dispute, controversy or claim arising out of or relating to this Agreement or the relationship between the parties (a "Dispute") through negotiation. To invoke the dispute resolution procedures in this section, one party must give the other party a written notice of its intent to negotiate. The notice will include a detailed description of the Dispute and a proposed resolution. Within five (5) business days after delivery of the notice, each party will designate a senior executive with authority to resolve the Dispute. The designated executives will engage in discussions in an effort to resolve the Dispute. If the designated executives do not agree on a resolution within twenty (20) days after the dispute notice has been delivered, the parties may agree to submit the Dispute to non-binding mediation by any mutually agreed-upon mediator, rules and location. Any mediation fees and expenses will be allocated and paid by the parties equally. If the parties do not reach a resolution through negotiation or mediation, either party may pursue all remedies available under this Agreement, at law or in equity in a court of competent jurisdiction. Each party hereby irrevocably waives its rights to trial by jury in any Dispute or proceeding arising out of this agreement or the transactions relating to its subject matter.

15.1 Open Records - Both parties understand that the Client is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Consultant acknowledges that it is obligated to assist the Client in retaining and producing records that are subject to the Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Consultant must defend and hold the Client harmless from liability under that law resulting from Consultant's action or inaction with respect to public records in its sole control. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under this Agreement.

16.0 Waiver - Consultant's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

17.0 Successors and Assigns - All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

18.0 Severability - If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

19.0 Force Majeure - Neither party to this Agreement will be liable to the other party for delays in performing the Services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure. Consultant's schedule and compensation under this Agreement will be equitably adjusted in the event of any such delay.

20.0 Entire Agreement - This Agreement, and its attachments, constitutes the entire understanding between Client and Consultant relating to Services to be provided by Consultant and, excepting only confidentiality agreements between the parties pertaining to the Project, supersede any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein. Subsequent modifications or amendments to this Agreement must be in writing and signed by the parties to this Agreement. The foregoing notwithstanding, if the Client, its officers, agents, or employees request Consultant to perform extra work or Services pursuant to this Agreement, Client will pay for the additional Services even though an additional written Agreement is not issued or signed. The obligations of Consultant under this Agreement shall survive in accordance with applicable State statutes.

**FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC
2024 HOURLY RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$248 - \$259
Project Manager	\$190 - \$248
Project Engineer	\$159 - \$248
Staff Engineer	\$131 - \$162
Planner	\$131 - \$214
Project Scientist	\$131 - \$173
Technician	\$88 - \$181
Construction Manager	\$137 - \$188
Land Surveyor	\$150 - \$212
Project Administrator	\$85 - \$106
Administrative Assistant	\$64

REIMBURSABLE EXPENSES

1. All equipment, field service vehicles, materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the Internal Revenue Service standard mileage reimbursement rate.
3. Charges for outside services such as soils and materials testing, fiscal, legal and all other direct expenses will be invoiced at cost plus 10%.

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2024. Rates subject to change annually on January 1.

Ballpark Commons Office Building
7044 South Ballpark Drive, Suite 200
Franklin, WI 53132
(414) 336-7900
foth.com

February 14, 2024

Mr. Kevin Jump, P.E., Civil Engineer/Project Manager
City of Sheboygan
2026 New Jersey Avenue
Sheboygan, WI 53081

Re: Proposal for City of Sheboygan, WI Southside Sanitary Sewer System Phases 1 and 2 Design

Dear Kevin:

Foth Infrastructure & Environment, LLC (Foth) is pleased to provide the City of Sheboygan with the following proposal to provide design engineering services for the Southside Sanitary Sewer System Phases 1 and 2 Project. Phases 1 and 2 are shown on the enclosed map. This proposal identifies the main project tasks and provides an estimated level of effort for the Foth team to complete the pipeline design.

Project Understanding

The proposed Southside Sanitary Sewer System Phases 1 and 2 project is the recommended Alternative from the facility plan that is currently under review for approval by the WDNR. It is a new sanitary sewer interceptor pipeline that is proposed to provide service to existing and future commercial, industrial, and residential properties in southwest Sheboygan. The project will consist of approximately 23,000 linear feet of gravity sewer pipe ranging from 18-inch diameter at the upstream end to 42-inch diameter at the treatment facility as shown in red on the attached Exhibit map. The design effort will consist of the following scope.

- Project management
 - Meetings
 - Progress reports
 - Agency/Stakeholder coordination.
- Survey
 - Utility locates
 - Topography (control performed under separate contract)
 - Drone aerial survey
 - Title searches
 - Easement descriptions and exhibits
 - Easement layout and field stakeout

- Environmental
 - Water quality
 - Wetlands (Mitigation/Permitting)
- Permitting
 - WDNR sewer extension
 - Sheboygan County Highway
 - Railroad crossing on N. Lakeshore Dr.
- Design
 - 30%
 - Alignment study
 - Geotechnical investigation
 - Preliminary plan and profile drawings
 - Engineer's estimate of probable construction cost
 - Plan review with City staff
 - 75%
 - Update plan and profile drawings
 - Traffic control plans
 - Construction details
 - Draft Specifications
 - Update engineer's estimate of probable construction cost
 - Plan review with City staff
 - 90%
 - Update drawings and specifications
 - Finalize engineer's estimate of probable construction cost
 - Final plan review with City staff
 - Final plans and specifications
- Bidding
 - Advertise bid
 - Bid questions and addenda
 - Bid opening
 - Bid award recommendation

Assuming we are authorized by the City to start design in February 2024, design should be complete by fall 2024 and bid in late 2024 for 2025/2026 construction.

This is a relatively complex sewer project. Some of the variables include extent of the wetlands permitting, easement acquisition assistance, and coordination with the county and Alliant. As well as alignment consideration between Weedon Creek Road and the proposed Gartmann Subdivision. Given the complexity of the project and the environmentally sensitive areas potentially impacted by the alignment, we estimate the fees for the work described above should fall within the range of \$800,000 to \$850,000. We propose to provide our services on a time and material basis in accordance with the current rate table. (Attached)

Construction related engineering services have not been included in this proposal. The extent of these additional services such as staking, construction review, and contract management will be evaluated when the final design is complete, and the level of construction support is understood.

If you have any questions regarding our proposal, please call Tom at (414) 336-7905 or Dan at (262) 939-0209.

Sincerely,

Foth Infrastructure & Environment, LLC



Thomas J. Ludwig, P.E.
Principal Engineer / Client Director
Licensed in WI



Daniel F. Snyder, P.E.
Lead Civil Engineer/Project Manager
Licensed in WI

Enclosure: as noted.

FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC
2024 STANDARD HOURLY RATE SCHEDULE

<u>Classification</u>	<u>Hourly Rate</u>	<u>Classification</u>	<u>Hourly Rate</u>
Principal II	\$259.00	Project Scientist III	\$173.00
Principal I	\$248.00	Project Scientist II	\$152.00
Project Manager V	\$248.00	Project Scientist I	\$131.00
Project Manager IV	\$236.00	Technician IX	\$181.00
Project Manager III	\$224.00	Technician VIII	\$171.00
Project Manager II	\$208.00	Technician VII	\$160.00
Project Manager I	\$190.00	Technician VI	\$150.00
Project Engineer VII	\$248.00	Technician V	\$140.00
Project Engineer VI	\$236.00	Technician IV	\$129.00
Project Engineer V	\$224.00	Technician III	\$119.00
Project Engineer IV	\$197.00	Technician II	\$109.00
Project Engineer III	\$184.00	Technician I	\$88.00
Project Engineer II	\$172.00	Construction Manager III	\$188.00
Project Engineer I	\$159.00	Construction Manager II	\$157.00
Staff Engineer IV	\$162.00	Construction Manager I	\$137.00
Staff Engineer III	\$152.00	Land Surveyor V	\$212.00
Staff Engineer II	\$142.00	Land Surveyor IV	\$197.00
Staff Engineer I	\$131.00	Land Surveyor III	\$181.00
Planner V	\$214.00	Land Surveyor II	\$166.00
Planner IV	\$194.00	Land Surveyor I	\$150.00
Planner III	\$173.00	Project Administrator II	\$106.00
Planner II	\$152.00	Project Administrator I	\$85.00
Planner I	\$131.00	Administrative Assistant	\$64.00

REIMBURSABLE EXPENSES

1. All equipment, field services vehicles, materials and supplies used in the performance of work on this project will be billed at cost.
2. Auto mileage will be reimbursed per the Internal Revenue Service standard mileage reimbursement rate.
3. Charges for outside services such as soils and materials testing, fiscal, legal and all other direct expenses will be invoiced at cost plus 10%.

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2024. Rates subject to change annually on January 1.

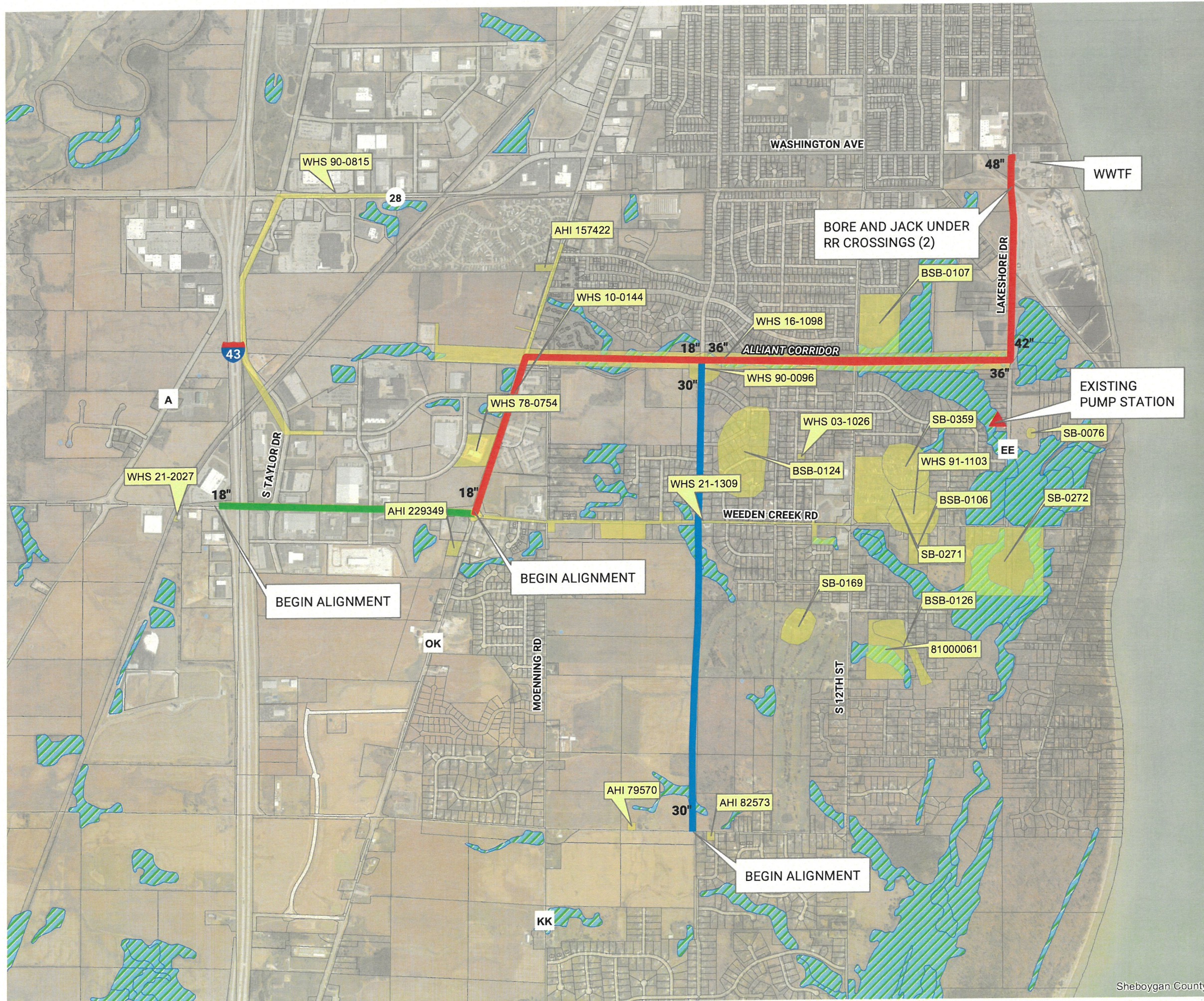


FIGURE 4-1

Item 9.

**ALTERNATIVE 1: WEEDEN CREEK/
ALLIANT CORRIDOR**

SOUTHSIDE SANITARY SEWER FACILITY PLAN
JUNE 2022

- Phase 1
- Phase 2
- Phase 3
- WHPD Locations
- DNR Mapped Wetlands
- ▲ Existing Pump Station

**CITY OF SHEBOYGAN
RESOLUTION 196-23-24**

BY ALDERPERSONS DEKKER AND RUST.

MARCH 18, 2024.

A RESOLUTION authorizing the appropriate City officials to apply for the Targeted Runoff Management & Notice of Discharge Grant and Urban Nonpoint Source and Stormwater Grant with the Wisconsin Department of Natural Resources for the purpose of implementing measures to control agricultural or urban storm water runoff pollution sources (as described in the application and pursuant to ss.281.65 or 281.66, Wis. Stats., and chs. NR 151, 1153 and 154).

WHEREAS, the City of Sheboygan is interested in securing a cost-sharing grant from the Wisconsin Department of Natural Resources for the purpose of implementing water quality improvement projects within the Pigeon River corridor in Maywood and Evergreen Parks and water quality improvements at North Point Park; and

WHEREAS, the Targeted Runoff Management & Notice of Discharge Grant has a grant maximum of \$225,000 and a match of 30%; and

WHEREAS, the Urban Nonpoint Source and Stormwater Grant has a grant maximum of \$150,000 and a match of 50%; and

WHEREAS, the City anticipates meeting its matching obligations for these grants via other state funds.

NOW, THEREFORE, BE IT RESOLVED: That City staff are authorized to apply for the Targeted Runoff Management & Notice of Discharge Grant and the Urban Nonpoint Source and Stormwater Grant with the Wisconsin Department of Natural Resources.

BE IT FURTHER RESOLVED: That the City of Sheboygan will comply with all local, state, and federal laws, regulations and permit requirements pertaining to implementation of these projects and to fulfillment of the grant document provisions.

BE IT FURTHER RESOLVED: That if any local funds are necessary to satisfy the City's match obligations under either grant, the Finance Director is directed to bring forward a budget amendment resolution to Common Council for consideration and confirmation of grant acceptance.

BE IT FURTHER RESOLVED: That the City Civil Engineer / Project Manager or his designee may act on behalf of the City of Sheboygan to:

- Sign and submit an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available;

- Sign a grant agreement between the local government (applicant) and the Department of Natural Resources;
- Enter into cost-share agreements with landowner/operator to install best management practices;
- Make cost-share payment to landowner/operator after payment is requested, evidence of contractor payment by landowner/operator has been received, and grantee has verified proper BMP installation;
- Sign and submit reimbursement claims along with necessary supporting documentation;
- Sign and submit interim and final reports and other documentation as required by the grant agreement;
- Sign and submit an Environmental Hazards Assessment Form, if required; and
- Take necessary action to undertake, direct and complete the approved project.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
DIRECT REFERRAL RESOLUTION 192-23-24
TO PUBLIC WORKS COMMITTEE**

BY ALDERPERSONS DEKKER AND RUST.

MARCH 18, 2024.

A RESOLUTION authorizing the appropriate City officials to execute an Overhead Electric Easement for Alliant Energy at Evergreen Park (Parcel No. 59281628964).

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to execute and deliver an Overhead Electric Easement, a copy of which is attached hereto, for Alliant Energy at Evergreen Park (Parcel No. 59281628964).

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

Document No.

**EASEMENT OVERHEAD
ELECTRIC AND COMMUNICATION**

The undersigned **City of Sheboygan, Wisconsin, (hereinafter called the "Grantor")**, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto **Wisconsin Power and Light Company, a Wisconsin corporation, (hereinafter called the "Grantee")**, the Grantee's successors and assigns, the perpetual right and easement to construct, install, maintain, operate, repair, inspect, replace, add, relocate and remove the Designated Facilities, as defined below, upon, in, over, through and across lands owned by the Grantor **in the City of Sheboygan, County of Sheboygan, State of Wisconsin**, said "Easement Area" to be **10** feet in width and described as follows:

See Exhibits A & B, attached hereto and made a part hereof.

This easement is subject to the following conditions:

1. **Designated Facilities:** This easement is for overhead electric line and overhead communication line facilities, including but not limited to poles, crossarms, wires, guy wires, anchors, and any other components as Grantee may select for use in transmitting electricity or communication signals (collectively, the "Designated Facilities").
2. **Access:** The Grantee and its agents shall have the right of reasonable ingress and egress to, over and across the Grantor's land adjacent to the Easement Area.
3. **Buildings and Structures:** The Grantor agrees within the Easement Area not to construct or place buildings, structures, or other improvements, or place water, sewer or drainage facilities; all without the express written consent of the Grantee.
4. **Landscaping and Vegetation:** No plantings and landscaping are allowed within the Easement Area that will interfere with the easement rights herein granted. The Grantee has the right to trim or remove trees, bushes and brush within the Easement Area without replacement or compensation hereinafter. The Grantee may treat the stumps of any trees, bushes or brush to prevent re-growth and apply herbicides in accordance with applicable laws, rules and regulations, for tree and brush control.
5. **Elevation:** After the installation of the facilities and final grading of the Easement Area, the Grantor agrees not to alter the grade of the existing ground surface by more than six (6) inches or place rocks or boulders more than eight (8) inches in diameter, within the Easement Area, without the express written consent of the Grantee.
6. **Restoration and Damages:** The Grantee shall restore, cause to have restored or pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than trees trimmed or cut down and removed), caused by the construction, maintenance or removal of said facilities.
7. **Rights not granted to the Grantee:** The Grantee shall not have the right to construct or place fences, buildings or any other facilities other than the above Designated Facilities.
8. **Reservation of use by the Grantor:** The right is hereby expressly reserved to the Grantor, the heirs, successors and assigns, of every use and enjoyment of said land within the Easement Area consistent with rights herein granted.
9. **Binding Effect:** This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.
10. **Easement Brochure:** As provided by PSC 113, the Grantor shall have a minimum period of five days to examine materials approved or provided by the Public Service Commission of Wisconsin describing the Grantor's rights and options in the easement negotiating process. The Grantor hereby voluntarily waives the five day review period or acknowledges that they have had at least five days to review such materials.

Record this document with the Register of Deeds

Name and Return Address:

Alliant Energy
Attn: Real Estate Department
4902 North Biltmore Lane
Madison, WI 53718

Parcel Identification Number(s)

59281628964

WITNESS the signature(s) of the Grantor this _____ day of _____, 20_____.

Item 11.

CITY OF SHEBOYGAN, WISCONSIN

_____(SEAL)
Signature

_____(SEAL)
Signature

Printed Name and Title

Printed Name and Title

ACKNOWLEDGEMENT

STATE OF WISCONSIN }
COUNTY OF _____ } SS

Personally came before me this _____ day of _____, 20____, the above named _____
_____ the _____ for the City of Sheboygan, Wisconsin to me known to be
the person(s) who executed the foregoing instrument and acknowledged the same.

Signature of Notary

Printed Name of Notary

Notary Public, State of Wisconsin

My Commission Expires (is) _____

This instrument drafted by

Haley Long

Checked by
Justin DeVries

March 7, 2024

Project Title: Calumet Dr.

ERP Activity ID: 4339248

Tract No.:

REROW No.:

Exhibit A

Lands owned by Grantor:

Located in the East Half (E½) of Section 9, Township 15 North, Range 23 East, City of Sheboygan, County of Sheboygan, Wisconsin.

All that land of the owner in the SE¼-SE¼ and N½-SE¼ Section 9, T15N, R23E lying southwesterly of STH 42 and northeasterly of the new southwesterly right of way line of STH 42 described as follows: Commencing at a point on the STH 42 reference line 318.86 feet N 1°19'57"W of the southeast corner of said Section 9; Thence along said reference line N 46°32'59"W 14.29 feet; Thence S 43°27'01"W 33.00 feet to a point on the existing southwesterly right of way line of STH 42 and the point of beginning; Thence along the new southwesterly right of way line N 48°33'15"W 385.95 feet; Thence N 46°32'59"W 3.18 feet to a point on a curve with a radius of 11,412.66 feet and long chord bearing N 46°49'15"W 107.99 feet; Thence northwesterly along said curve to the left 107.99 feet; Thence N 54°55'47"W 89.13 feet; Thence N 46°32'59"W 190.67 feet to a point on a curve with a radius of 7,580.15 feet and a long chord bearing N 47°28'08"W 243.19 feet; Thence northwesterly along said curve to the left 243.20 feet to a point on a curve with a radius of 11,412.66 feet and a long chord bearing N 52°20'00"W 1,043.13 feet; Thence northwesterly along said curve to the left 1,043.49 feet to a point on a curve with a radius of 7,580.15 feet and a long chord bearing N 58°02'52"W 467.93 feet; Thence northwesterly along said curve to the left 468.00 feet; Thence N 59°48'59"W 147.12 feet; Thence N 52°09'01"W 201.70 feet; Thence N 59°41'50"W 164.11 feet to a point on a curve with a radius of 2,897.79 feet and a long chord bearing N 55°56'40"W 379.31 feet; Thence northwesterly along said curve to the right 379.58 feet a point on the north-south one-quarter line 147.76 S 2°57'14"E of the center of said Section 9. Also, all that land of the owner in the NW¼-SE¼ Section 9, T15N, R23E lying northeasterly of STH 42 and southwesterly of the new northeasterly right of way line of STH 42 described as follows: Commencing at a point on the STH 42 reference line 318.86 feet N 1°19'57"W of the southeast corner of said Section 9; Thence along said reference line N 46°32'59"W 403.18 feet; Thence northwesterly along the arc of a 11,459.16 foot radius curve to the left 1,829.74 feet; Thence N 55°41'54"W 252.64 feet; Thence N 34°18'06"E 50.00 feet to a point on the existing northeasterly right of way line of STH 42 and the point of beginning; Thence along the new northeasterly right of way line N 55°41'54"W 414.44 feet; Thence S 34°18'06"W 17.50 feet; Thence N 55°41'54"W 285.35 feet to a point on a curve with a radius of 5,697.08 feet and a long chord bearing N 53°58'20"W 343.21 feet; Thence northwesterly along said curve to the right 343.26 feet to a point on the east-west one-quarter line 5.07 feet N 87°31'50"E of the center of said Section 9. Said new right of way contains 1.15 acres, more or less. Also included herein is 4.57 acres, more or less, lying within the existing right of way. AND Commencing at the center of Section nine (9), Township fifteen (15) North, Range Twenty-three (23) East, running thence east along the east and west quarter (¼) Section line of said Section nine (9), nine hundred sixty five (965) feet to the center line of Pigeon River, thence upstream along the center line of the Pigeon River six hundred eighty-five (685) feet more or less to the center line of the old Sheboygan and Calumet Plank Road, thence south sixty-eight (68) degrees fifty (50) minutes east five hundred sixty-five (565) feet to a point in the center line of State Trunk Highway 32, thence along the center line of the concrete pavement in S.T.H. 32, two hundred fifty (250) feet to a point in center line of said highway which is five hundred forty (540) feet, north forty-three (43) degrees thirty (30) minutes west of the intersection of said highway with the south line of the north one-half (½) of the southeast quarter (¼) of said Section nine (9), thence south forty-three (43) degrees thirty (30) minutes east along center line of said highway five hundred forty (540) feet to the south line of the north one-half (½) of the southeast quarter (¼) of said Section nine (9), thence west along said south line of the north one-half (½) of the southeast quarter (¼) of said section nine (9), one thousand six hundred sixty (1660) feet, more or less, to the southwest corner of the northwest quarter (¼) of the southeast quarter (¼) of said Section nine (9), thence north along the north and south quarter (¼) section line of said section nine (9), one thousand three hundred twenty (1320) feet, more or less, to the center of said Section nine (9). the point of beginning, containing thirty and seventy-eight one-hundredths (30.78) acres of land, and being a part of the north one-half (½) of the southeast one-quarter (¼) of Section nine (9), Township fifteen (15) North, Range twenty-three (23) east. AND Commencing at the southwest corner of the northwest quarter of the southeast quarter of Section Nine (9), Town Fifteen (15) North, of Range Twenty-three (23) East, thence running east along the south line of the northwest quarter of the southeast quarter of said section sixteen hundred sixty (1660) feet to the center line of the Calumet Plank Road, thence north forty-three (43) degrees thirty (30) minutes west along the center line of the Plank Road ninety-three (93) feet, thence north thirty-four (34) degrees two

(2) minutes east fifteen hundred and fourteen (1514) feet, thence north fifty-six (56) degrees forty-five (45) minutes west five hundred and forty-six (546) feet to the center line of Pigeon River, thence upstream along the center line of Pigeon River to its intersection with the east and west quarter line of said section nine, thence west along the said east and west quarter line to the center of said section nine, thence south along the north and south quarter line of said section to the point of beginning, containing sixty-six and fifty-three one hundredths (66.53) acres of land; EXCEPTING THEREFROM the following described property: Commencing at the center of Section nine (9), Township fifteen (15) North, Range twenty-three (23) East, running thence East along the East and West quarter ($\frac{1}{4}$) Section line of said Section nine (9), nine hundred sixty-five (965) feet to the center line of Pigeon River, thence upstream along the center line of Pigeon River, six hundred eighty-five (685) feet more or less to the center line of the old Sheboygan and Calumet Plank Road, thence South sixty-eight (68) degrees fifty (50) minutes East five hundred sixty-five (565) feet to a point in the center line of State Trunk Highway 32, thence along the center line of the concrete pavement in S. T. H. 32, two hundred fifty (250) feet to a point in the center line of said highway which is five hundred forty (540) feet, North forty-three (43) degrees thirty (30) minutes West of the intersection of said highway with the South line of the North one-half ($\frac{1}{2}$) of the Southeast quarter ($\frac{1}{4}$) of said Section nine (9), thence South forty-three (43) degrees thirty (30) minutes East along center line of said highway five hundred forty (540) feet to the South line of the North one-half ($\frac{1}{2}$) of the Southeast quarter ($\frac{1}{4}$) of said Section nine (9), thence West along said South line of the North one-half ($\frac{1}{2}$) of the Southeast quarter ($\frac{1}{4}$) of said Section Nine (9), one thousand six hundred sixty (1660) feet, more or less, to the Southwest corner of the Northwest quarter ($\frac{1}{4}$) of the Southeast quarter ($\frac{1}{4}$) of said Section nine (9), thence North along the North and South quarter ($\frac{1}{4}$) Section line of said Section nine (9), one thousand three hundred twenty (1320) feet, more or less, to the center of said Section nine (9), to point of beginning, containing thirty and seventy-eight one-hundredths (30.78) acres of land, and being a part of the North one-half ($\frac{1}{2}$) of the Southeast one-quarter ($\frac{1}{4}$) of Section nine (9), Township fifteen (15) North, Range twenty-three (23) East. AND A parcel of land all in the north one-half ($N\frac{1}{2}$) of the Southeast one-quarter ($SE\frac{1}{4}$) of Section 9, Township 15 North, Range 23 East, Town of Sheboygan County, described as follows, to-wit: All the land lying between a line sixty (60) feet southwesterly of and parallel with the following described centerline and the present southwesterly right of way line of State Trunk Highway No. 32 as now located, from the point of beginning to a point twelve hundred fifty-one (1251) feet northwesterly therefrom. The centerline is described as follows: Commencing at a point in the east line of said Section 9, three hundred twenty-seven & $\frac{95}{100}$ (327.95) feet north, two degrees, twenty-three minutes ($2^{\circ} 23'$) west from the southeast corner thereof; thence north forty-six degrees, ten minutes ($46^{\circ} 10'$) west Seven hundred seventy-seven & $\frac{3}{10}$ (777.3) feet to a point of curve; thence northwesterly along the arc of the curve to the left (whose radius is Seven thousand six hundred thirty-nine & $\frac{5}{10}$ (7639.5) feet and whose long chord bears north fifty-two degrees, forty-eight minutes ($52^{\circ} 48'$) west One thousand seven hundred sixty-five & $\frac{3}{100}$ (1765.03) feet a distance of Six hundred sixty-four & $\frac{4}{10}$ (664.4) feet to the point of beginning; thence continuing northwesterly along the arc of said curve to the left a distance of twelve hundred fifty-one (1251) feet to the point of tangent. Said parcel excludes all land already reserved for highway purposes and encroachments and contains 2.124 acres, more or less. AND

All that part of the south half of the southeast quarter of section nine (9), township fifteen (15) north of range twenty-three (23) east, lying west of the Sheboygan & Calumet Plank Road running through said eighty (80) acres of land. The land hereby agreed to be surveyed contains about sixty-nine and one-half ($69\frac{1}{2}$) acres.

Grantor's deeds being recorded on May 12, 1992, as Document Number 1342328; on March 28, 1946, as Document Number 472169; on November 6, 1943, as Document Number 440454; on May 18, 1937, as Document Number 350282; & August 7, 1920, as Document Number 198959 in the office of the Register of Deeds for Sheboygan County, Wisconsin.

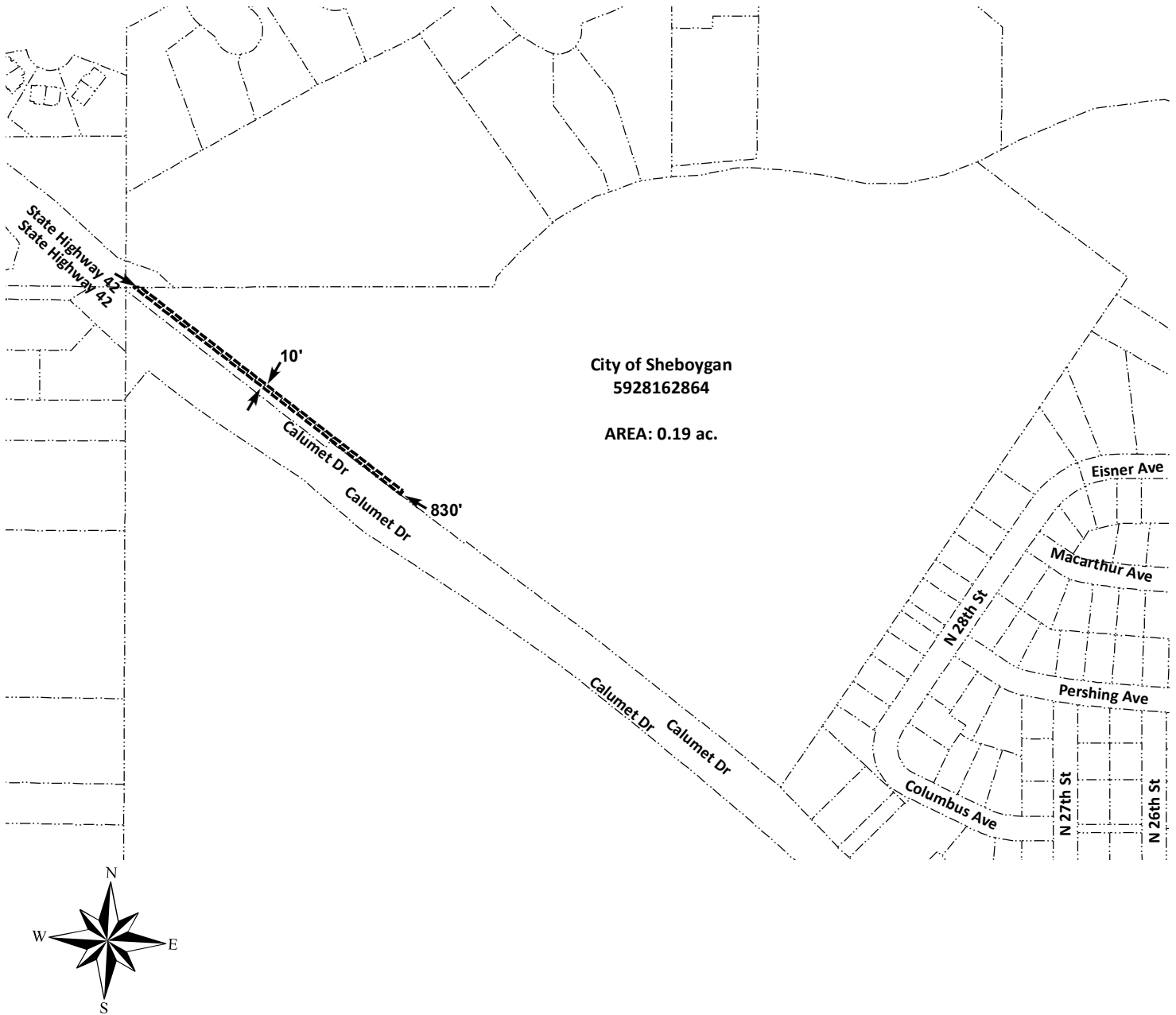
Easement area:

The easement area being the South Ten (10) feet of the West Eight hundred thirty (830) feet, lying parallel with the North right-of-way line of Calumet Drive, as depicted on the attached Exhibit "B", being part of the above-described real estate.

EXHIBIT B

A PART OF THE E 1/2
SEC 9-T15N-R23E
SHEBOYGAN COUNTY, WISCONSIN

Item 11.



JCG LAND SERVICES, INC.
1715 SOUTH G AVENUE
NEVADA, IOWA 50201
(515) 382-1698



DRAWN: WATSON

CALUMET DR

SCALE: 1" = 375'

DATE: 3/6/2024

PROPERTY LINE

EASEMENT AREA

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes.

EXHIBIT NOT TO SCALE