



PUBLIC WORKS COMMITTEE AGENDA

May 10, 2022 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: April 12, 2022

ITEMS FOR DISCUSSION & POSSIBLE ACTION

- [6.](#) DIRECT REFERRAL Res. No. 13-22-23 / May 10, 2022: A resolution authorizing the appropriate City officials to enter into an agreement with Dr. Toby Watson authorizing the acceptance of four pianos donated by Dr. Watson in support of the City's placemaking strategy to activate the City streets, and authorizing the appropriate City staff to oversee installation and maintenance of the pianos.
- [7.](#) R. C. No. 289-21-22 / April 18, 2022: Your Committee to whom was referred R. O. No. 106-21-22 by Director of Planning and Development submitting a communication from Dr. Toby Watson requesting permission to place four donated pianos with winter covers on city right-of-way at various locations in the downtown and riverfront to continue to foster Sheboygan's placemaking strategy to activate city streets; recommends referring to the Public Works Committee of the 2022-2023 Council.
- [8.](#) Res. No. 4-22-23 / May 2, 2022: A resolution authorizing executing an easement for a mini-storm sewer at 2314 W. Koning Drive.
- [9.](#) Res. No. 5-22-23 / May 2, 2022: A resolution authorizing executing an easement for a mini-storm sewer at 2904 South 21st Street.
- [10.](#) Res. No. 6-22-23 / May 2, 2022: A resolution authorizing executing an easement for a mini-storm sewer at 2106 Wilson Avenue.

- [11.](#) Res. No. 11-22-23 / May 2, 2022: A resolution authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company, Inc. for the construction of the St. Clair Avenue - 2022 Street Improvements.
- [12.](#) Res. No. 12-22-23 / May 2, 2022: A resolution authorizing the appropriate City officials to enter into a contract with LaLonde Contractors, Inc. for the construction of the North Avenue - 2022 Street Improvements.

NEXT MEETING DATE

13. Next Regular Meeting Date: May 24, 2022

ADJOURNMENT

14. Motion to adjourn

In compliance with Wisconsin's Open Meetings Law, this agenda was posted in the following locations more than 24 hours prior to the time of the meeting:

*City Hall • Mead Public Library
Sheboygan County Administration Building • City's website*

CITY OF SHEBOYGAN
PUBLIC WORKS COMMITTEE MINUTES
Tuesday, April 12, 2022

COMMITTEE MEMBERS PRESENT: Alderperson Amanda Salazar, Alderperson Andre Walton, Chair Dean Dekker, Vice Chair Grazia Perrella, and Alderperson Markus Savaglio.

STAFF/OFFICIALS PRESENT: Director of Public Works David Biebel, City Engineer Ryan Sazama, Superintendent of Streets and Sanitation Jason Blasiola, Superintendent of Parks and Forestry Joe Kerlin, Superintendent of Wastewater Jordan Skiff, Superintendent of Facilities and Traffic Mike Willmas, Supervisor of Motor Vehicle Rick Ney, Assistant City Attorney Liz Majerus, City Forester Tim Bull, and Civil Engineer/Project Manager Kevin Jump.

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: March 15, 2022

MOTION TO APPROVE MINUTES FROM MARCH 15, 2022

Motion made by Vice Chair Perrella, Seconded by Alderperson Salazar.

Voting Yea: Alderperson Salazar, Alderperson Walton, Chair Dekker, Vice Chair Perrella, Alderperson Savaglio

ITEMS FOR DISCUSSION & POSSIBLE ACTION

6. Gen. Ord. No. 41-21-22 / April 6, 2022: An ordinance placing a stop sign at the southwest corner of Spring Avenue and South 7th Street.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE ORDINANCE

Motion made by Alderperson Savaglio, Seconded by Alderperson Walton.

Voting Yea: Alderperson Salazar, Alderperson Walton, Chair Dekker, Vice Chair Perrella, Alderperson Savaglio

7. Gen. Ord. No. 42-21-22 / April 6, 2022: An ordinance repealing Gen. Ord. No. 52-75-76 so as to remove the one-way street designation for South 24th Street between Indiana Avenue and Georgia Avenue, and removing parking on the west side of South 24th Street between Indiana Avenue and Georgia Avenue.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE ORDINANCE

Motion made by Alderperson Savaglio, Seconded by Alderperson Salazar.

Voting Yea: Alderperson Salazar, Alderperson Walton, Chair Dekker, Vice Chair Perrella,
Alderperson Savaglio

8. Res. No. 174-21-22 / April 6, 2022: An resolution authorizing the appropriate City officials to enter into a contract with TAPCO of Madison, Wisconsin and CUBIC ITS, of Knoxville, Tennessee, for the purposes of supplying Traffic Control Equipment for the updating of several road corridors which have signalized intersections in the City of Sheboygan and which are the subject of federal funded projects with municipal matching funds.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Alderperson Savaglio, Seconded by Alderperson Salazar.

Voting Yea: Alderperson Salazar, Alderperson Walton, Chair Dekker, Vice Chair Perrella,
Alderperson Savaglio

9. DISCUSSION ONLY 2023-2027 Capital Improvement Project

ITEMS HELD FOR DISCUSSION & POSSIBLE ACTION

10. R.O. No. 106-21-22 / November 15, 2021: Submitting a communication from Dr. Toby Watson requesting permission to place four donated pianos with winter covers on city right-of-way at various locations in the downtown and riverfront to continue to foster Sheboygan's placemaking strategy to activate city streets.

MOTION TO REFER TO PUBLIC WORKS OF NEW COUNCIL

Motion made by Vice Chair Perrella, Seconded by Alderperson Walton.

Voting Yea: Alderperson Salazar, Alderperson Walton, Chair Dekker, Vice Chair Perrella,
Alderperson Savaglio

NEXT MEETING DATE

11. Next Regular Meeting Date: May 10, 2022

ADJOURNMENT

12. Motion to adjourn - Sine Die

MOTION TO ADJOURN SINE DIE AT 6:58 PM

Motion made by Vice Chair Perrella, Seconded by Alderperson Savaglio.

Voting Yea: Alderperson Salazar, Alderperson Walton, Chair Dekker, Vice Chair Perrella,
Alderperson Savaglio

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*

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the appropriate City officials to enter into an agreement with Dr. Toby Watson authorizing the acceptance of four pianos donated by Dr. Watson in support of the City's placemaking strategy to activate City streets, and authorizing the appropriate City staff to oversee installation and maintenance of the pianos.

REPORT PREPARED BY: Chad Pelishek, Director of Planning and Development

REPORT DATE: May 5, 2022

MEETING DATE: May 10, 2022

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS: Dr. Toby Watson has contacted City Development staff about his interest in placing pianos along the street to bring music to the streets. The pianos would be provided free of charge and would include winter covers so they could stay on the street year-round. Six locations around the city have been identified (final locations will be determined by City staff prior to placement):

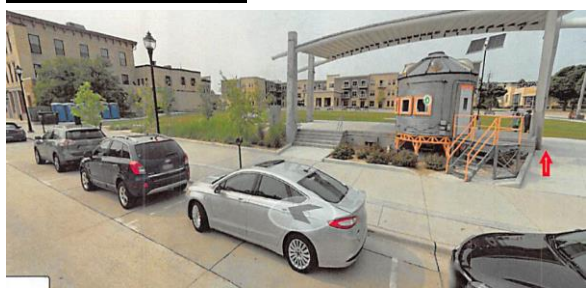
Fountain Park Monument



Corner of N. 8th and Wisconsin Ave.



City Green stage



434 South Pier Drive



900 Broughton Drive501-509 N. 8th Street

STAFF COMMENTS: The 2021-2022 Public Works Committee reviewed this request and originally voted to hold the item until the City Attorney's office and Dr. Watson could reach an agreement that would provide Dr. Watson's responsibilities as well as the city's responsibilities related to the final placement of the pianos. Dr. Watson has responded that he accepts this agreement.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 13-22-23 authorizing the appropriate City officials to enter into an agreement with Dr. Toby Watson authorizing the acceptance of four pianos donated by Dr. Watson in support of the City's placemaking strategy to activate City streets, and authorizing the appropriate City staff to oversee installation and maintenance of the pianos.

ATTACHMENTS:

- I. Res. No. 13-22-23
- II. Agreement

III

DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE

Res. No. 13 - 22 - 23. By Alderpersons Dekker and Perrella. May 10, 2022.

A RESOLUTION authorizing the appropriate City officials to enter into an agreement with Dr. Toby Watson authorizing the acceptance of four pianos donated by Dr. Watson in support of the City's placemaking strategy to activate City streets, and authorizing the appropriate City staff to oversee installation and maintenance of the pianos.

WHEREAS, Dr. Toby Watson desires to donate four painted pianos, winter covers and locks for placement on City rights-of-way under the direction of the Director of Community Development; and

WHEREAS, the City desires to accept this donation and to coordinate with Dr. Watson for the installation of these pianos; and

WHEREAS, the cost to install these pianos will be absorbed within the Department of Public Works operating budget.

NOW, THEREFORE, BE IT RESOLVED: That the Director of Planning and Development is hereby authorized to enter into the attached agreement with Dr. Toby Watson for the acceptance of donated pianos, covers and locks.

PW

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Donation Agreement
Between the City of Sheboygan and Dr. Toby Watson

Background

Dr. Watson approached the City of Sheboygan (the “City”) about donating four pianos to the City in support of the City’s placemaking strategy to activate city streets. The City wishes to accept the donation of these pianos.

Both the City and Dr. Watson believe it is in their interest to enter into this Donation Agreement to spell out the responsibilities and expectations of the parties with respect to this donation.

Dr. Watson’s Responsibilities

Dr. Watson agrees to donate four pianos and four winter piano covers to the City of Sheboygan. The four pianos have been painted. Pictures of the four pianos are attached to this Donation Agreement. Dr. Watson agrees to store the pianos until Spring 2022, when the pianos will be installed.

Dr. Watson agrees to coordinate the installation of the pianos—including the exact manner of installation—with the City’s Director of Planning and Development.

Dr. Watson agrees to have the pianos installed at his expense. Dr. Watson (or any contractor doing the installation) will be required to sign an appropriate release prior to performing work in the public right-of-way.

Dr. Watson agrees to arrange for the four pianos to be tuned. Specifically, Dr. Watson will arrange for (including paying for, if necessary) two tunings of each piano, preferred in April and September, for a period of five years. If, in the opinion of the City of Sheboygan, the effective life of the pianos has ended before this five-year period ends, Dr. Watson shall have no further responsibility to arrange for tunings.

The City of Sheboygan’s Responsibilities

The City’s Director of Planning and Development will coordinate the installation of the pianos with Dr. Watson.

Once the pianos are installed in the City’s right-of-way, ownership of the pianos will transfer to the City. As a result, after that point the City will be responsible for any necessary maintenance of the pianos (including the installation and removal of winter covers), except the tuning that Dr. Watson has agreed to arrange.

The City will have the ultimate decision as to where the pianos are placed. This decision shall be made jointly by the Director of Planning and Development and the Director of Public Works, with input from Dr. Watson.

For the avoidance of doubt, the City reserves the right to remove or relocate the pianos from their installed locations for any reason (including, but not limited to, if the City decides it is appropriate to remove the pianos from the right of way during the winter, if one or more pianos is damaged beyond reasonable repair, if a more appropriate location has been identified, if a major reconstruction activity needs to occur, or if it is no longer in the best interest of the City to have pianos in the right of way). The Director of Planning and Development may, in consultation with the Director of Public Works, make the determination to remove or relocate the pianos.

Dr. Toby Watson

City of Sheboygan

Chad Pelishek
Director of Planning and Development

Date

Date

~~VI~~

R. C. No. 289 - 21 - 22. By PUBLIC WORKS COMMITTEE.
April 18, 2022.

Your Committee to whom was referred R. O. No. 106-21-22 by Director of Planning and Development submitting a communication from Dr. Toby Watson requesting permission to place four donated pianos with winter covers on city right-of-way at various locations in the downtown and riverfront to continue to foster Sheboygan's placemaking strategy to activate city streets; recommends referring to the Public Works Committee of the 2022-2023 Council.

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

other matters

71
Item 7.

R. O. No. 106 - 21 - 22. By DIRECTOR OF PLANNING AND DEVELOPMENT.
November 15, 2021

Submitting a communication from Dr. Toby Watson requesting permission to place four donated pianos with winter covers on city right-of-way at various locations in the downtown and riverfront to continue to foster Sheboygan's placemaking strategy to activate city streets.

The Department of Public Works and the Public Works committee shall identify the preferred locations of the pianos. The locations proposed include:

- Fountain Park Monument
- Corner of N. 8th Street and Wisconsin Avenue
- City Green stage
- 434 South Pier Drive (public walkway)
- 900 Broughton Drive (public shelter by memorial)
- 501-509 N. 8th Street

Dr. Watson would hire a piano tuner yearly to tune the pianos in the spring. City staff would be responsible for putting on and taking off the winter covers.

DIRECTOR OF PLANNING AND DEVELOPMENT

AS
PW
2022-2023 council

Pelishek, Chad

From: Toby Watson <tobytylerwatson@gmail.com>
Sent: Sunday, November 7, 2021 10:10 PM
To: Sokolowski, Steve; Pelishek, Chad; Toby Watson
Subject: Music in the streets- Piano Donation

Good day Chad and Steve,

Here are the four locations that might work for the painted pianos (see attached photos corresponding to the narrative below).

I have a group of volunteers meeting next week to finish the weather tight preparation work and the painting of the pianos. I will then donate the pianos to the City, the Kohler Arts Center, the Children's Museum or another non profit, along with the Winter covers. I can place them in the desired locations and have them secured in those locations with a stainless steel eye hook and cable to the back of the piano. With the Winter covers there would be no need to move the pianos once in place. I envision the City of Sheboygan groundskeeping removing the covers in Spring and reapplying them in Fall. I will coordinate a piano tuner to tune them each Spring.

Here are a few ideas for locations, with corresponding photos attached:

1) Fountain Park monument (1013 N. 8th St., Sheboygan). The piano would face the sidewalk, and there will be 2 eye hooks to the rear of the piano, so they can be cable secured to the iron fence. Otherwise, it could be secured to the brick planter wall with a tapcon eye hook.

2) The corner of N. 8th Street and Wisconsin Ave. (800 N. 8th St., Sheboygan)

, where there is a concrete seating area. The piano would back up to the back side of the bench, and again, could be fastened to the concrete with a simple eye hook tapcon. Each piano will have these eye hooks and a stainless steel cable and keylock (given to the city).

3) Alternatively, it could be placed at 738 New York Ave., Sheboygan. This is the sound stage park on the North side of the street. It could be secured by an eye hook tapcon to the base of the east side of the stage area.

4) 434 S. Pier Drive, Sheboygan. This is the walkway between the ice cream store and Lino's Italian restaurant. Placement would be up against a light pole, and again, a single stainless steel cable could secure the piano around the base of the pole.

5. 900 Broughton Drive, Sheboygan. This just south of the beach, and just north of the Hmong and Lao memorial. The piano would be secured by the cable around one of the shelter posts or an eye hook to a post.

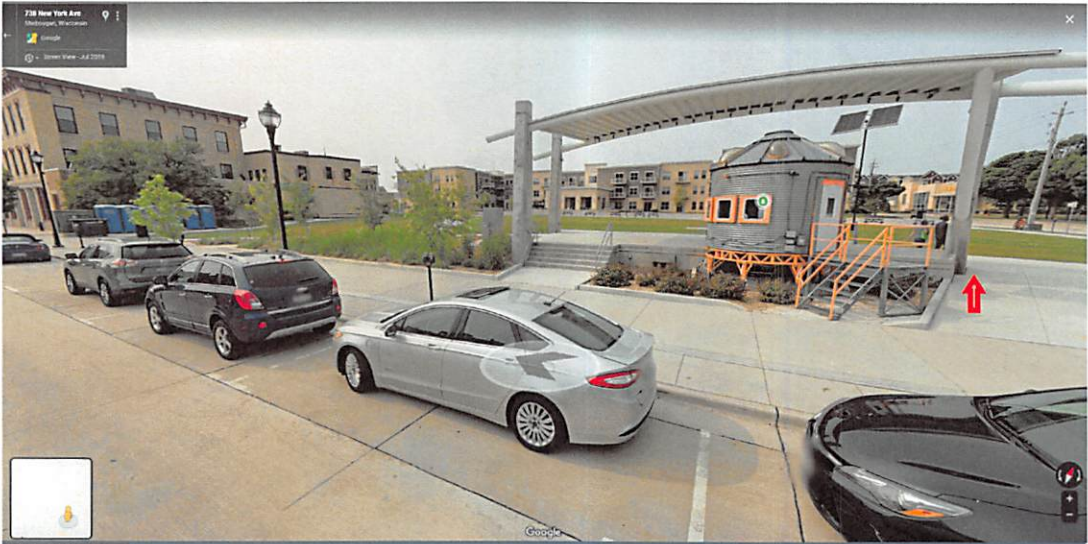
6. 501-509 N. 8th St., Sheboygan. This is a vacant lot I own, and donate to the Kohler Art Center for an art feature. The piano would be secured to the side wall via an eyehook tapcon.

If you need more ideas for locations, let me know.

Toby

Dr. Toby Watson
 2808 Kohler Memorial Drive, Suite 1
 Sheboygan, WI 53081







Virus-free. www.avg.com

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing executing an easement for a mini-storm sewer at 2314 W. Koning Drive.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: May 6, 2022

MEETING DATE: May 10, 2022

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS: The City of Sheboygan through the capital improvements program budgets \$50,000 for the construction or the extension of mini-storm sewers throughout the City. These mini-storm sewers are constructed to help alleviate storm water issues in residential neighborhoods particularly for standing water in backyards or to alleviate issues with sump pumps that discharge at a large rate. Many times to construct these mini-storm sewers the City of Sheboygan must receive easements giving the City the permission to construct these mini-storm sewers on private property.

STAFF COMMENTS: This resolution grants the City of Sheboygan an easement so that a mini-storm sewer can be constructed on private property at the residence located at 2314 W. Koning Drive.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 4-22-23 executing an easement for a mini-storm sewer at 2314 W. Koning Drive.

ATTACHMENTS:

- I. Res. No. 4-22-23
- II. Easement

III

Res. No. 4 - 22 - 23. By Alderpersons Dekker and Perrella.
May 2, 2022.

A RESOLUTION authorizing executing an easement for a mini-storm sewer at 2314 W. Koning Drive.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached Easement for the City to construct a mini-storm sewer at the following location:

Kristine A. Cinealis, David J. Cinealis, Scott C. Cinealis, and Tracy J. Cinealis, 2314 W. Koning Drive, Sheboygan, WI

pw

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

EASEMENT

THIS INDENTURE, made this ____ day of _____, 2022, by Kristine A. Cinealis and David J. Cinealis, each an undivided one-third (1/3) interest and Scott C. Cinealis and Tracy J. Cinealis, husband and wife, as survivorship marital property, an undivided one-third (1/3) interest, "**GRANTOR**," and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, "**GRANTEE**";

Return To:
City Attorney's Office
828 Center Avenue, Suite 210
Sheboygan WI 53081-4442

59281-650450 Tax
Parcel No.

WITNESSETH:

KNOW ALL PERSONS BY THESE PRESENTS, that the said **GRANTOR**, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said **GRANTEE**, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the East 8 feet of the following described property:

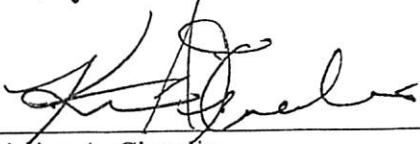
The East 26.00 feet of Lot 13 and the west 49.00 feet of Lot 12, Block 2, Plat of Koning Estates, , CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN.

The **GRANTOR** further grants unto the **GRANTEE**, its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

GRANTEE shall not specially assess **GRANTOR** for the mini-storm sewer construction. However, **GRANTOR** acknowledges and agrees that no site restoration is to be provided by **GRANTEE** in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the GRANTOR, has caused the execution of this document on this 11 day
of April, 2022.

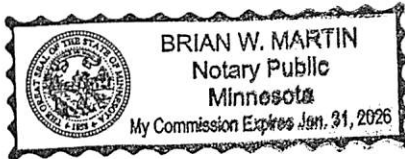


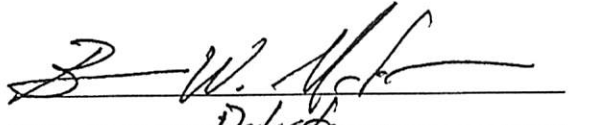
Kristine A. Cinealis
(Sign in the presence of a Notary Public)

(Sign in the presence of a Notary Public)

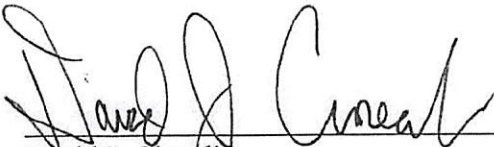
STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)


Personally came before me, this 11th day of April, 2022, Kristine A. Cinealis to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.




Notary Public-Sheboygan County
My commission expires Jan 31, 2026

IN WITNESS WHEREOF, the GRANTOR, has caused the execution of this document on this 12 day of April, 2022.

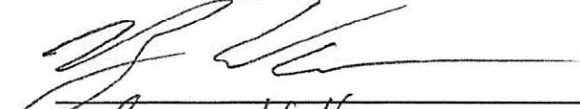

 David J. Cinealis
 (Sign in the presence of a Notary Public)


 (Sign in the presence of a Notary Public)

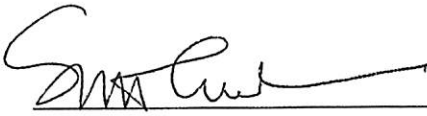
Georgia
 STATE OF ~~WISCONSIN~~
) §
SHEBOYGAN COUNTY) RLW
DeKalb

Personally came before me, this 12 day of April, 2022, David J. Cinealis to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.




Ryan Wallace
 Notary Public - ~~Sheboygan County~~ DeKalb County
 My commission expires 6-5-2025 RLW

IN WITNESS WHEREOF, the GRANTOR, has caused the execution of this document on the
19 day of April, 2022.



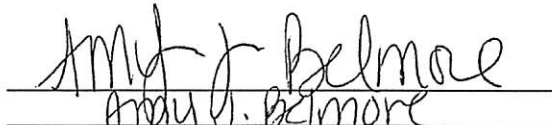
Scott C. Cinealis
 (Sign in the presence of a Notary Public)



Tracy J. Cinealis
 (Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
 SHEBOYGAN COUNTY)

Personally came before me, this 19th day of April, 2022, Scott C. Cinealis and Tracy J. Cinealis to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.



Amy J. Belmore
 Notary Public-Sheboygan County
 My commission expires 6/2/2024

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
Ryan Sorenson
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____ day of _____, 2022, Ryan Sorenson, Mayor, and Meredith DeBruin, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

Notary Public-Sheboygan County
My commission expires _____

Acceptance is authorized by and in accordance with Res. No. _____.

This instrument drafted by:

Charles C. Adams
Wisconsin State Bar No. 01021454

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing executing an easement for a mini-storm sewer at 2904 South 21st Street.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: May 6, 2022

MEETING DATE: May 10, 2022

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS: The City of Sheboygan through the capital improvements program budgets \$50,000 for the construction or the extension of mini-storm sewers throughout the City. These mini-storm sewers are constructed to help alleviate storm water issues in residential neighborhoods particularly for standing water in backyards or to alleviate issues with sump pumps that discharge at a large rate. Many times to construct these mini-storm sewers the City of Sheboygan must receive easements giving the City the permission to construct these mini-storm sewers on private property.

STAFF COMMENTS: This resolution grants the City of Sheboygan an easement so that a mini-storm sewer can be constructed on private property at the residence located at 2904 South 21st Street.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 5-22-23 authorizing executing an easement for a mini-storm sewer at 2904 South 21st Street.

ATTACHMENTS:

- I. Res. No. 5-22-23
- II. Easement

III

Res. No. 5 - 22 - 23. By Alderpersons Dekker and Perrella.
May 2, 2022.

A RESOLUTION authorizing executing an easement for a mini-storm sewer at 2904 South 21st Street.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached Easement for the City to construct a mini-storm sewer at the following location:

Walter L. and Susan M. Markgraf, 2904 South 21st Street, Sheboygan, WI

pw

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

EASEMENT

THIS INDENTURE, made this ____ day of _____, 202~~2~~,
by Walter L. Markgraf and Susan M. Markgraf, husband and wife,
residing at 2904 South 21st.Street, Sheboygan, Wisconsin 53081,
"GRANTOR," and the City of Sheboygan, a Municipal Corporation of
the State of Wisconsin, "GRANTEE";

Return To:
City Attorney
828 Center Avenue, Suite 304
Sheboygan WI 53081

59281-
409860
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said GRANTOR, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said GRANTEE, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to GRANTEE for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the west Eight (8) feet of the following described property:

The North Seventy-one and 19/100 ((71.19) feet of Lot Six (6), Block Twenty-eight (28) in Braun and Dorst Subdivision Number Four (4) CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN

The GRANTOR further grants unto the GRANTEE, its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

GRANTEE shall not specially assess GRANTOR for the mini-storm sewer construction. However, GRANTOR acknowledges and agrees that no site restoration is to be provided by GRANTEE in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the GRANTOR, has caused the execution of this document on this 29~~th~~ day of October, 2021.

Walter L. Markgraf
 Walter L. Markgraf
 (Sign in the presence of a Notary Public)

Susan M. Markgraf
 Susan M. Markgraf
 (Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
 SHEBOYGAN COUNTY)

Personally came before me, this 29th day of October, 2021, Walter L. Markgraf and Susan M. Markgraf, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Dawn Grohskopf
 Dawn Grohskopf
 Notary Public-Sheboygan County
 My commission expires 7/23/23

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
 Ryan Sorenson
 Mayor

ATTEST: _____
 Meredith DeBruin
 City Clerk

STATE OF WISCONSIN)
) §
 SHEBOYGAN COUNTY)

Personally came before me, this _____ day of _____, 2022, Ryan Sorenson, Mayor, and Meredith DeBruin, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

 Notary Public-Sheboygan County
 My commission expires _____

Acceptance is authorized by and in accordance with Res. No. _____.

This instrument drafted by:

Charles C. Adams
 Wisconsin State Bar No. 01021454

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing executing an easement for a mini-storm sewer at 2106 Wilson Avenue.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: May 6, 2022

MEETING DATE: May 10, 2022

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS: The City of Sheboygan through the capital improvements program budgets \$50,000 for the construction or the extension of mini-storm sewers throughout the City. These mini-storm sewers are constructed to help alleviate storm water issues in residential neighborhoods particularly for standing water in backyards or to alleviate issues with sump pumps that discharge at a large rate. Many times to construct these mini-storm sewers the City of Sheboygan must receive easements giving the City the permission to construct these mini-storm sewers on private property.

STAFF COMMENTS: This resolution grants the City of Sheboygan an easement so that a mini-storm sewer can be constructed on private property at the residence located at 2106 Wilson Avenue.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 6-22-23 authorizing executing an easement for a mini-storm sewer at 2106 Wilson Avenue.

ATTACHMENTS:

- I. Res. No. 6-22-23
- II. Easement

III

Res. No. 6 - 22 - 23. By Alderpersons Dekker and Perrella.
May 2, 2022.

A RESOLUTION authorizing executing an easement for a mini-storm sewer at 2106 Wilson Avenue.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached Easement for the City to construct a mini-storm sewer at the following location:

Pw

Bradley R. and Heidi L. Voss, 2106 Wilson Avenue, Sheboygan, WI

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

EASEMENT

THIS INDENTURE, made this ____ day of _____, 2022, by Bradley R. Voss and Heidi L. Voss, husband and wife, as survivorship marital property, residing at 2106 Wilson Avenue, Sheboygan, Wisconsin 53081, "**GRANTOR**," and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, "**GRANTEE**";

Return To:
City Attorney
828 Center Avenue, Suite 304
Sheboygan WI 53081

59281-
409870
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR**, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said **GRANTEE**, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the west Eight (8) feet of the following described property:

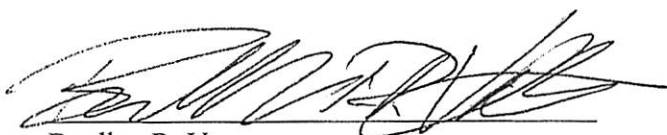
All of Lot Seven (7) and the South ten (10) feet of Lot Six (6) in Block twenty-eight (28) in Braun and Dorst Subdivision Number Four (4) CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN

The **GRANTOR** further grants unto the **GRANTEE**, its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

GRANTEE shall not specially assess **GRANTOR** for the mini-storm sewer construction. However, **GRANTOR** acknowledges and agrees that no site restoration is to be provided by **GRANTEE** in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the **GRANTOR**, has caused the execution of this document on this 8 day of April, 2022.



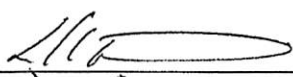
Bradley R. Voss
(Sign in the presence of a Notary Public)



Heidi L. Voss
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this 8 day of April, ²⁰²²~~2021~~, Bradley R. Voss and Heidi L. Voss, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.


David R. Henckels
 Notary Public-Sheboygan County
 My commission expires AUG 19 2025

ACCEPTED BY: CITY OF SHEBOYGAN

BY: _____
 Ryan Sorenson
 Mayor

ATTEST: _____
 Meredith DeBruin
 City Clerk

STATE OF WISCONSIN)
) §
SHEBOYGAN COUNTY)

Personally came before me, this _____ day of _____, 202~~1~~², Ryan Sorenson, Mayor, and Meredith DeBruin, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

 Notary Public-Sheboygan County
 My commission expires _____

Acceptance is authorized by and in accordance with Res. No. _____.

This instrument drafted by:

Charles C. Adams
 Wisconsin State Bar No. 01021454

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the appropriate City officials to enter into contract with Buteyn-Peterson Construction Company for the construction of the St. Clair Avenue – 2022 Street Improvements.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: May 6, 2022

MEETING DATE: May 10, 2022

FISCAL SUMMARY:**STATUTORY REFERENCE:**

Budget Line Item:	40033140-631200	Wisconsin	N/A
	21961100-631100	Statutes:	
	60134110-649200	Municipal Code:	N/A
Budget Summary:	Street Improvements; CDBG – Improvements other than buildings; Wastewater Fund- Sanitary		
Budgeted Expenditure:	\$597,526.94		
Budgeted Revenue:	N/A		

BACKGROUND / ANALYSIS: The Department of Public Works developed plans and specifications to resurface St. Clair Avenue from S. 10th Street to S. 14th Street. The construction project will consist of a new asphalt road surface on St. Clair Avenue, underground utility work, crosswalks at intersections being reconstructed per ADA standards and miscellaneous curb and gutter removal/replacement.

STAFF COMMENTS: Two bids were received for the St. Clair Avenue construction project they are listed below.

- Buteyn-Peterson Const. Co. \$597,526.94
- LaLonde Contractors, Inc. \$630,757.42

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 11-22-23 authorizing the appropriate City officials to enter into contract with Buteyn-Peterson Construction Company for the construction of the St. Clair Avenue – 2022 Street Improvements.

ATTACHMENTS:

- I. Res. No. 11-22-23
- II. Agreement

Res. No. 11 - 22 - 23. By Alderpersons Dekker and Perrella.
May 2, 2022.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company, Inc. for the construction of the St. Clair Avenue - 2022 Street Improvements.

WHEREAS, the City of Sheboygan has advertised for bids to construct the St. Clair Avenue - 2022 Street Improvements (the "Project"); and

WHEREAS, two bids were received in response to that advertisement; and

WHEREAS, the low bid was from Buteyn-Peterson Construction Company, Inc. for \$597,526.94; and

WHEREAS, the low bid includes work to be paid for by the Sheboygan Water Utility in the amount of \$13,500; and

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

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

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

Public Works


BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from the following accounts upon the agreement being fully executed by all parties, to pay for the construction done pursuant to the agreement:

Account #40033140-631200 (Street Improvements)	\$201,731.44
Account #21961100-631100 (CDBG-Improvements other than Buildings)	\$234,000.00
Account #60134110-649200 (Wastewater Fund - Sanitary)	\$148,295.50

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20 . _____, City Clerk

Approved _____ 20 . _____, Mayor

PROJECT MANUAL				
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement	
		Section:	A3 - 00 52 00	
		Bid Number:	2470-22	Page:

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

THIS AGREEMENT is by and between City of Sheboygan ("Owner"), Sheboygan Water Utility ("Utility"), and Buteyn-Peterson Construction, Inc. ("Contractor"). Owner, Utility, 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: St. Clair Avenue – 2022 Street Improvements (N. 14th Street to N. 9th Street).
- 2.02 Owner and Utility are responsible for payment of the items as identified herein:
- A. Owner Items: Items Codes without SWU, as defined in contractor's bid
 - 1. Owner Resolution: _____
 - 2. Owner Account Number: 40033140-631200 and 21961100-631100
 - B. Utility Items: Items Codes starting with SWU, as defined in contractor's bid
 - 1. Utility Resolution Number: _____
 - 2. Utility Account Number: _____

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 November 1, 2022 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.
- 4.03 *Milestones*
- A. Parts of the Work must be substantially completed on or before the following Milestone(s):
 - 1. Milestone 1: Complete and ready for final payment on or before August 23, 2022.

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CITY OF SHEBOYGAN PUBLIC WORKS	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement	
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- a. All work included in Alternate 1 or Alternate 2, if selected,
- b. Sanitary manhole lining between N. 13th Street and N. 14th Street.
- c. Sanitary Relay between N. 13th Street and N. 14th Street.

4.04 *Liquidated Damages*

- A. Contractor and Owner, and Utility recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner and Utility 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 and Utility if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 1. Substantial Completion: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
 4. Milestones: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each Milestone, until Milestone is achieved.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.05 *Special Damages*

- C. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner and Utility (1) for any fines or penalties imposed on Owner or Utility 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 or Utility 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 and Utility for the actual costs reasonably incurred by Owner and Utility 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

PROJECT MANUAL				
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		Bid Number:	2470-22	Page: 3 of 7

(as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner and Utility 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.


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 and Utility as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner and Utility 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 and Utility 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, Utility and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner, Utility 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 and Utility 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 or Utility 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.

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6.03 *Final Payment*

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


6.04 *Interest*

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

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
 4. Drawings as listed in the table of contents of the drawings (copy of list attached and incorporated by reference).
 5. Federal Labor Provisions (HUD 4010), Wage Determinations, Affirmative Action Requirements, Contract Language Requirements, Equal Opportunity Clause and Section 3 Contract Requirements as identified in Section 00 43 43 – Federal Requirements (not attached but incorporated by reference)
 6. Addenda (not attached but incorporated by reference)
 - a. Number 1 dated 3/22/2022,
 - b. Number 2 dated 3/23/2022,
 - c. Number 3 dated 3/28/2022,
 - d. Number 4 dated 3/31/2022.
 7. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid consisting of 2
 8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed,
 - b. Work Change Directives,
 - c. Change Orders,
 - d. Field Order,
 - e. Task Orders.


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

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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 or Utility, 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 and Utility stipulate 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)

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		Bid Number:	2470-22

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:

City of Sheboygan

By:

(signature)

Name,

Title: Ryan Sorenson, Mayor

Date: _____

Attest:

By:

(signature)

Name,

Title: Meredith DeBruin, City Clerk

Date: _____

Signatures authorized pursuant to Res. ____-21-22.

Address for giving notices:

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

Approved as to form and Execution:

By:

(signature)

Name, Charles C. Adams, City Attorney

Title:

Date: _____

CONTRACTOR:

Buteyn-Peterson Construction, Inc.

By:

(signature)

Name,

Title:

(printed)

Date: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Address for giving notices:

Sheboygan Water Utility

By:


(signature)

Name,

Title:


(printed)

Date: _____

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**St. Clair Avenue – 2022 Street Improvements
North 14th Street to North 9th Street**

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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	1
00 21 13	Instructions for Bidders	10
00 41 43	Bid Form	4
00 41 44	Unit Price Worksheet	3
00 41 44.1	Quest Unit Price Worksheet	3
00 42 13	Bid Bond	2
00 45 13	Bidder's Proof of Responsibility	5
00 45 20	Non-Collusion Affidavit – Subcontractor	1
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	3
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	Alternates	1
01 71 23	Construction Staking	2
01 78 00	Closeout Requirements	1
01 78 19	Project Record Requirements	2
31 00 00	EARTHWORK	
31 25 00	Erosion Control and Site Maintenance	3

PROJECT MANUAL				
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Table of Contents	
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SECTION	TITLE	Pages
32 00 00	EXTERIOR IMPROVEMENTS	
32 10 01	Bituminous Resurfacing	8
33 00 00	UTILITIES	
33 01 31	Manhole Lining	1
33 01 32	Sewer Lining	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	5
	APPENDIX	
	Sheboygan Water Utility – Water Service Pavement Repair Locations	1

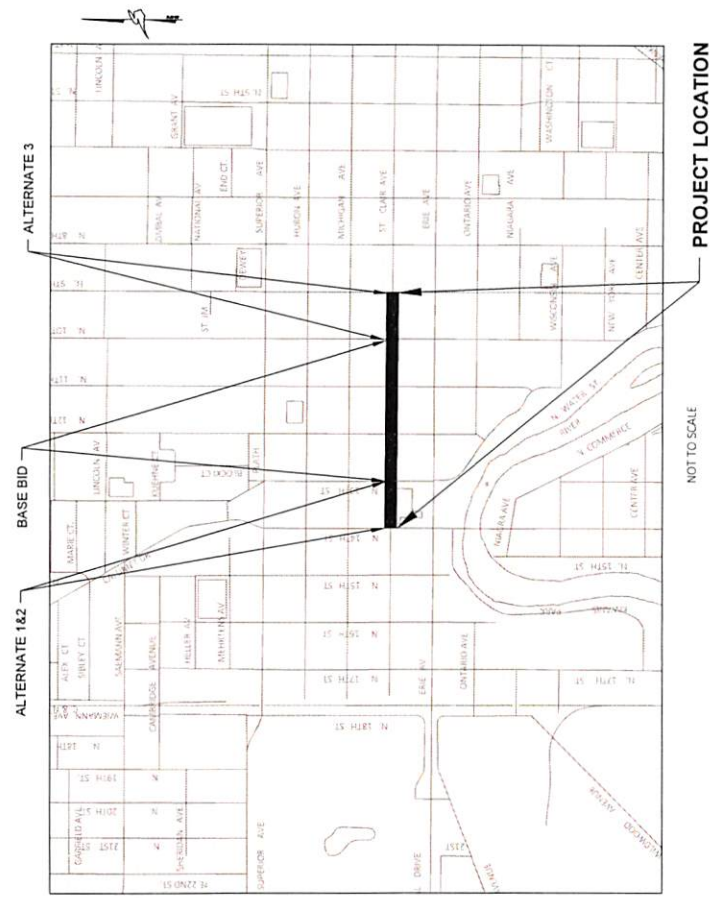
BID NUMBER: 2470-22

CITY OF SHEBOYGAN DEPARTMENT OF PUBLIC WORKS



ST. CLAIR AVE - 2022 STREET IMPROVEMENTS N 14TH ST - N 9TH ST

MARCH 2022



SHEET NO.	DRAWING NO.	DESCRIPTION
1	000 CV	TITLE SHEET
2	001 GN	GENERAL NOTES
3	020 OP	OVERALL PLAN
4	030 SC	SURVEY CONTROL
5-7	040 I-3	TYPICAL SECTIONS
8-17	040 I-13	CONSTRUCTION DETAILS
18-20	050 RD 1-3	REMOVALS - BASE BID
21	051 RD	REMOVALS - ALTERNATE 1
22	052 RD	REMOVALS - ALTERNATE 2
23	053 RD	REMOVALS - ALTERNATE 3
24-25	110 EC 1-2	EROSION CONTROL - BASE BID
26	111 EC	EROSION CONTROL - ALTERNATE 1
27	112 EC	EROSION CONTROL - ALTERNATE 2
28	113 EC	EROSION CONTROL - ALTERNATE 3
29	114 EC	EROSION CONTROL - NOTES
30-34	200 SS 1-5	SEWER LINING AND STORM SEWER - BASE BID
35	201 SS	SEWER LINING AND STORM SEWER - ALTERNATE 1
36	202 SS	SEWER LINING AND STORM SEWER - ALTERNATE 2
37	203 SS	SEWER LINING AND STORM SEWER - ALTERNATE 3
38	305 SM	SIGNING AND MARKING - ALTERNATE 1
39	306 SM	SIGNING AND MARKING - ALTERNATE 2
40	307 SM	SIGNING AND MARKING - ALTERNATE 3
41-43	400 PP 1-3	PLAN SHEETS - BASE BID
44	401 PP	PLAN SHEETS - ALTERNATE 1
45	402 PP	PLAN SHEETS - ALTERNATE 2
46	403 PP	PLAN AND PROFILE - ALTERNATE 3
47-51	600 PD 1-5	PAVING DETAILS - BASE BID
52-53	601 PD 1-2	PAVING DETAILS - ALTERNATE 1
54-55	602 PD 1-2	PAVING DETAILS - ALTERNATE 2
56-57	603 PD 1-2	PAVING DETAILS - ALTERNATE 3
58-62	700 MQ 1-5	MISCELLANEOUS QUANTITIES
63-66	900 XS 1-4	CROSS SECTIONS - ALTERNATE 3

FILE NAME: P:\ENGINEERING\STREET ST CLAIR AVE\14TH TO 9TH\PRODUCTION\PLAN SHEETS\000CV.DWG

PLOTTED BY: Moyer, Tim

DATE: 3/1/22

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ST CLAIR AVE - 2022 STREET IMPROVEMENTS

N 14TH ST - N 9TH ST

TITLE SHEET

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Sheet No.

2470-22 St. Clair Avenue ? 2022 Street Improvements (#8150142)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

03/31/2022 02:00 PM CDT

Buteyn-Peterson Construction
Company

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price2	Extension3
Public Works							
	1	Base Bid	Mobilization	LS	1	\$30,000.00	\$30,000.00
	2	Base Bid	Traffic Control	LS	1	\$5,600.00	\$5,600.00
	3	Base Bid	Construction Staking	LS	1	\$2,785.56	\$2,785.56
	4	Base Bid	Clearing and Grubbing	Sta	1	\$3,000.00	\$3,000.00
	5	Base Bid	Removing Curb and Gutter	LF	50	\$10.00	\$500.00
	6	Base Bid	Removing Concrete Sidewalk	SY	450	\$20.00	\$9,000.00
	7	Base Bid	Removing Pavement	SY	300	\$8.00	\$2,400.00
	8	Base Bid	Milling Pavement 3-Inch	SY	5850	\$2.95	\$17,257.50
	9	Base Bid	Butt Joints	SY	200	\$6.70	\$1,340.00
	10	Base Bid	Removing Inlets	Each	4	\$250.00	\$1,000.00
	11	Base Bid	Abandoning Inlet Leads	LF	147	\$10.00	\$1,470.00
	12	Base Bid	Reconstruct Manhole ST-19-028	Each	1	\$1,125.00	\$1,125.00
	13	Base Bid	Adjust Manhole Casting Storm	Each	1	\$400.00	\$400.00
	14	Base Bid	Adjust Manhole Casting Sanitary	Each	1	\$400.00	\$400.00
	15	Base Bid	Reconstruct Manhole Sanitary	Each	6	\$1,325.00	\$7,950.00
	16	Base Bid	Sanitary Manhole Frame and Grate	Each	7	\$455.00	\$3,185.00
	17	Base Bid	Adjust Inlet	Each	4	\$475.00	\$1,900.00
	18	Base Bid	Inlets Type N1	Each	4	\$2,000.00	\$8,000.00
	19	Base Bid	Inlet Castings	Each	8	\$675.00	\$5,400.00
	20	Base Bid	Manhole 4-ft Diameter	Each	1	\$2,350.00	\$2,350.00
	21	Base Bid	Storm Manhole Frame and Grate	Each	3	\$455.00	\$1,365.00
	22	Base Bid	HMA Pavement 4 LT 58-28 S	Tons	975	\$81.60	\$79,560.00
	23	Base Bid	Tack Coat (0.06 gal per sy)	Gal	700	\$3.60	\$2,520.00
	24	Base Bid	Concrete Sidewalk 4-Inch	SF	3100	\$6.10	\$18,910.00
	25	Base Bid	Concrete Driveway 6-Inch	SY	20	\$57.50	\$1,150.00
	26	Base Bid	Base Aggregate Dense 1 1/4-Inch	Tons	25	\$25.00	\$625.00
	27	Base Bid	Concrete Base 7-Inch	SY	220	\$50.00	\$11,000.00
	28	Base Bid	Detectable Warning Fields	SF	240	\$32.00	\$7,680.00
	29	Base Bid	Concrete Curb and Gutter 30-Inch Exposed Pan	LF	20	\$48.00	\$960.00
	30	Base Bid	Concrete Curb and Gutter 24-inch Overlaid Pan	LF	50	\$40.00	\$2,000.00
	31	Base Bid	Concrete Curb and Gutter 24-inch Exposed Pan	LF	380	\$45.00	\$17,100.00
	32	Base Bid	Pedestrian Curb	LF	150	\$38.00	\$5,700.00
	33	Base Bid	12-Inch PVC Storm Sewer	LF	189	\$90.00	\$17,010.00
	34	Base Bid	Relay Sanitary Sewer 10-Inch PVC (12' Depth)	Each	1	\$8,150.00	\$8,150.00
	35	Base Bid	Relay Sanitary Sewer 24" PVC (7' Depth)	Each	1	\$0.01	\$0.01
	36	Base Bid	Storm Sewer Lining 10-Inch	LF	430	\$43.50	\$18,705.00
	37	Base Bid	Sanitary Sewer Lining 10-Inch	LF	2693	\$43.50	\$117,145.50
	38	Base Bid	Sanitary Manhole Lining	VF	21	\$225.00	\$4,725.00
	39	Base Bid	Grout Cracked Wye	Each	1	\$3,500.00	\$3,500.00
	40	Base Bid	Repair Broken Lateral	Each	1	\$5,500.00	\$5,500.00
	41	Base Bid	Inlet Protection	Each	13	\$60.00	\$780.00
	42	Base Bid	Rock Bags	Each	40	\$0.01	\$0.40
	43	Base Bid	Topsoil	SY	120	\$12.00	\$1,440.00
	44	Base Bid	Hydro-Seed	SY	120	\$1.00	\$120.00
	45	Base Bid	Sawing Concrete	LF	950	\$2.25	\$2,137.50
	46	Base Bid	Relay Storm Sewer 24" RCP	LS	1	\$6,500.00	\$6,500.00
	47	Base Bid	Allowance - Televising Video Conversion	LS	1	\$10,000.00	\$10,000.00
Base Bid Total							\$449,346.47

SWU

	48	SWU - Base Bid	Concrete Base 7-Inch at water service replacements	SY	270	\$50.00	\$13,500.00
Alt 1							
	49	Alt 1	Construction Staking	LS	1	\$1,232.52	\$1,232.52
	50	Alt 1	Traffic Control	LS	1	\$2,400.00	\$2,400.00
	51	Alt 1	Removing Curb and Gutter	LF	20	\$10.00	\$200.00
	52	Alt 1	Removing Concrete Sidewalk	SY	115	\$20.00	\$2,300.00
	53	Alt 1	Removing Pavement	SY	315	\$8.00	\$2,520.00
	54	Alt 1	Milling Pavement 3-Inch	SY	2050	\$2.95	\$6,047.50
	55	Alt 1	Butt Joints	SY	150	\$6.70	\$1,005.00

56 Alt 1	Removing Inlets	Each	4	\$250.00	\$1,000.00
57 Alt 1	Removing Manholes	Each	1	\$350.00	\$350.00
58 Alt 1	Adjust Manhole Casting Storm	Each	2	\$400.00	\$800.00
59 Alt 1	Reconstruct Sanitary Manhole SA-19-031	Each	1	\$1,325.00	\$1,325.00
60 Alt 1	Sanitary Manhole Frame and Grate	Each	1	\$455.00	\$455.00
61 Alt 1	Inlets Type N1	Each	4	\$2,000.00	\$8,000.00
62 Alt 1	Inlet Castings	Each	4	\$675.00	\$2,700.00
63 Alt 1	Manhole 4-ft Diameter	Each	1	\$4,700.00	\$4,700.00
64 Alt 1	Storm Manhole Frame and Grate	Each	3	\$455.00	\$1,365.00
65 Alt 1	HMA Pavement 4 LT 58-28 S	Tons	340	\$81.60	\$27,744.00
66 Alt 1	Tack Coat (0.06 gal per sy)	Gal	250	\$3.60	\$900.00
67 Alt 1	Concrete Sidewalk 4-Inch	SF	1000	\$6.10	\$6,100.00
68 Alt 1	Concrete Driveway 6-Inch	SY	30	\$57.50	\$1,725.00
69 Alt 1	Base Aggregate Dense 1 1/4-Inch	Tons	30	\$25.00	\$750.00
70 Alt 1	Concrete Base 7-Inch	SY	230	\$50.00	\$11,500.00
71 Alt 1	Detectable Warning Fields	SF	24	\$30.00	\$720.00
72 Alt 1	Concrete Curb and Gutter 30-Inch Exposed Pan	LF	50	\$48.00	\$2,400.00
73 Alt 1	Concrete Curb and Gutter 24-inch Overlaid Pan	LF	20	\$40.00	\$800.00
74 Alt 1	Concrete Curb and Gutter 24-inch Exposed Pan	LF	210	\$45.00	\$9,450.00
75 Alt 1	12-Inch PVC Storm Sewer	LF	248	\$95.00	\$23,560.00
76 Alt 1	Pavement Marking 4-Inch	LF	700	\$0.85	\$595.00
77 Alt 1	Pavement Marking Crosswalk 6-Inch	LF	370	\$7.50	\$2,775.00
78 Alt 1	Block Style Crosswalk 24-Inch	LF	324	\$15.25	\$4,941.00
79 Alt 1	Handicap Parking Symbol	Each	1	\$125.00	\$125.00
80 Alt 1	Pavement Marking 12-Inch Diagonal	LF	32	\$10.60	\$339.20
81 Alt 1	Pavement Marking Parking Stall	LF	240	\$5.75	\$1,380.00
82 Alt 1	Removing Signs and Supports	Each	1	\$75.00	\$75.00
83 Alt 1	Remove and Replace Ex. Sign and Post	Each	2	\$300.00	\$600.00
84 Alt 1	Inlet Protection	Each	6	\$60.00	\$360.00
85 Alt 1	Topsoil	SY	20	\$12.00	\$240.00
86 Alt 1	Hydro-Seed	SY	20	\$1.00	\$20.00
87 Alt 1	Sawing Concrete	LF	525	\$2.25	\$1,181.25
Alt 1 Total					\$134,680.47

Total COS	\$584,026.94
Total SWU	\$13,500.00

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the appropriate City officials to enter into contract with LaLonde Contractors, Inc. for the construction of the North Avenue – 2022 Street Improvements.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: May 6, 2022

MEETING DATE: May 10, 2022

FISCAL SUMMARY:**STATUTORY REFERENCE:**

Budget Line Item:	40033140-631200	Wisconsin	N/A
	48033140-631200	Statutes:	
	60134110-649200	Municipal Code:	N/A
Budget Summary:	Street Improvements Wastewater Fund - Sanitary		
Budgeted Expenditure:	\$1,309,283.23		
Budgeted Revenue:	N/A		

BACKGROUND / ANALYSIS: The Department of Public Works developed plans and specifications to resurface North Avenue from Calumet Drive to North Avenue. The construction project will consist of placing an asphalt surface on North Avenue, underground utility work, crosswalks at intersections being reconstructed per ADA standards, street lighting and miscellaneous curb and gutter removal/replacement.

STAFF COMMENTS: Four bids were received for the North Avenue construction project they are listed below.

- LaLonde Contractors, Inc. \$1,309,283.23
- Buteyn-Peterson Const. Co. \$1,367,594.15
- Northeast Asphalt, Inc. \$1,490,385.70
- Vinton Construction Co. \$1,394,528.52

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 12-22-23 authorizing the appropriate City officials to enter into contract with LaLonde Contractors, Inc. for the construction of the North Avenue – 2022 Street Improvements.

ATTACHMENTS:

- I. Res. No. 12-22-23
- II. Agreement

III
Res. No. 12 - 22 - 23. By Alderpersons Dekker and Perrella.
May 2, 2022.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with LaLonde Contractors, Inc. for the construction of the North Avenue - 2022 Street Improvements.

WHEREAS, the City of Sheboygan has advertised for bids to construct the North Avenue - 2022 Street Improvements (the "Project"); and

WHEREAS, three bids were received in response to that advertisement; and

WHEREAS, the low bid was from LaLonde Contractors, Inc. for \$1,309,283.23; and

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

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

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

Public Works


BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from the following accounts upon the agreement being fully executed by all parties, to pay for the construction done pursuant to the agreement:

Account #40033140-631200 (Street Improvements)	\$761,112.73
Account #48033140-631200 (Street Improvements)	\$455,000.00
Account #60134110-649200 (Wastewater Fund - Sanitary)	\$ 93,170.50

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20 . _____, City Clerk

Approved _____ 20 . _____, Mayor

PROJECT MANUAL				
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement	
		Section:	00 52 00	
		Bid Number:	2467-22	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: North Avenue, Taylor Drive to Calumet Drive.
- 2.02 City of Sheboygan Resolution: //Resolution Number//
- 2.03 City of Sheboygan Account Number: 40033140-631200, 48033140-631200, and 60134110-649200

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 November 1, 2022 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.
- 4.03 *Milestones*
- A. Parts of the Work must be substantially completed on or before the following Milestone(s):
1. Milestone 1: All Work, exclusive of Alternate 4 and sanitary sewer lining items, between Station 43+33.25 and Station 48+90.00 complete and ready for final payment on or before September 1, 2022.
 2. Milestone 2: Alternate 4 (If accepted): Complete and ready for final payment on or before September 1, 2022.


PROJECT MANUAL				
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement	
		Section:	00 52 00	
		Bid Number:	2467-22	Page: 2 of 7

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):
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.

PROJECT MANUAL				
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement	
		Section:	00 52 00	
		Bid Number:	2467-22	Page: 3 of 7

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.


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.

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6.03 *Final Payment*

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


6.04 *Interest*

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

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 *Contents*


- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - 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 3/22/2022,
 - b. Number 2 dated 3/23/2022.
 - 6. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid consisting of 3.
 - 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.

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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:
- Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 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.
 - Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 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.
 - 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.
 - 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.
 - 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.
 - 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.
 - 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.
 - The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

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8.02 Contractor's Certifications

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

8.03 Standard General Conditions

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

(Continued on next page)

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

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

OWNER:

City of Sheboygan

CONTRACTOR:

LaLonde Contractors, Inc.

By:

(signature)

Name,

Title: Ryan Sorenson, Mayor

By:

(signature)

Name,

Title:

(printed)

Date:

Date:

Attest:

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

By:

Address for giving notices:

(signature)

Name,

Title: Meredith DeBruin, City Clerk

Date:

Signatures authorized pursuant to Res. ____-21-22.

Address for giving notices:

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

Approved as to form and Execution:


By:

(signature)

Name,


Title: Charles C. Adams, City Attorney

Date:

PROJECT MANUAL				
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**North Avenue – 2022 Street Improvements
Taylor Drive to Calumet Drive**

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	1
00 21 13	Instructions for Bidders	10
00 41 43	Bid Form	4
00 41 44	Unit Price Worksheet	3
00 41 44.1	Quest Unit Price Worksheet	1
00 42 13	Bid Bond	2
00 45 13	Bidder's Proof of Responsibility	5
00 45 20	Non-Collusion Affidavit – Subcontractor	1
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	3
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	Alternates	1
01 71 23	Construction Staking	2
01 78 00	Closeout Requirements	1
01 78 19	Project Record Requirements	2
31 00 00	EARTHWORK	
31 25 00	Erosion Control and Site Maintenance	3

PROJECT MANUAL				
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Table of Contents	
		Section:	00 01 10	
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SECTION	TITLE	Pages
32 00 00	EXTERIOR IMPROVEMENTS	
32 10 01	Bituminous Resurfacing	8
33 00 00	UTILITIES	
33 01 31	Manhole Lining	1
33 01 32	Sewer Lining	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	5



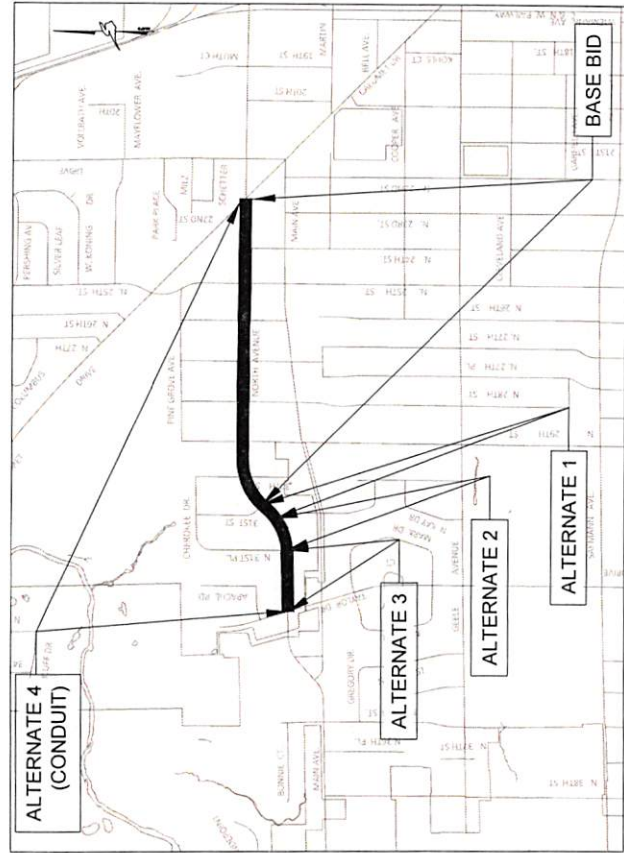
CITY OF SHEBOYGAN DEPARTMENT OF PUBLIC WORKS

NORTH AVE - 2022 STREET IMPROVEMENTS
TAYLOR DR - CALUMET DR

MARCH 2022

BID NUMBER: 2467-22

PROJECT LOCATION MAP



NOT TO SCALE

INDEX OF SHEETS		
SHEET NO.	DRAWING NO.	DESCRIPTION
1	000 CV	TITLE SHEET
2	001 GN	GENERAL NOTES
3	020 OP	OVERALL PLAN
4	030 SC	SURVEY CONTROL
5-6	040D 1-2	TYPICAL SECTIONS
7-16	040D 3-12	CONSTRUCTION DETAILS
17-24	050 RD 1-8	REMOVAL DETAILS
25	110 EC 1	EROSION CONTROL NOTES
26-33	200 SS 1-8	STORM AND SANITARY SEWER (INCLUDES EROSION CONTROL)
34-41	310 SW 1-8	SIGNING AND MARKING
42	310 TC	TRAFFIC CONTROL
43-50	400 PF 1-8	PLAN SHEETS
51-67	600 PD 1-17	PAVING DETAILS (MILL AND OVERLAY - TAYLOR DR TO N 25TH ST)
68-69	601 PD 1-2	PAVING DETAILS (PAVEMENT REPLACEMENT N 25TH ST - CALUMET DR)
70-74	700 MD 1-5	MISCELLANEOUS QUANTITIES
75-76	800 CP 1-2	CONDUIT PLAN

NORTH AVE - 2022 STREET IMPROVEMENTS
TAYLOR DR - CALUMET DR

TITLE SHEET

CITY OF SHEBOYGAN
PUBLIC WORKS

City of Sheboygan
Department of Public Works
Engineering Division
1000 Wisconsin Avenue
Sheboygan, WI 53081

Designed By
TJM

Drawn By
TJM

Checked By
KEJ

Plot Date
4/2/2022

Bid No.
2467-22

Project Date
MARCH 2022

Sheet No.
1

Drawing No.
2467-22

Item 12.

2467-22 North Avenue ? 2022 Street Improvements (#8150138)
 Owner: Sheboygan WI, City of
 Solicitor: Sheboygan WI, City of
 03/24/2022 02:00 PM CDT

						LaLonde Contractors, Inc.	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Public Works							
	1	Base Bid	Mobilization	LS	1	\$40,056.72	\$40,056.72
	2	Base Bid	Traffic Control	LS	1	\$18,950.00	\$18,950.00
	3	Base Bid	PCMS Signing	Days	7	\$100.00	\$700.00
	4	Base Bid	Detour Signing	LS	1	\$2,125.00	\$2,125.00
	5	Base Bid	Construction Staking	LS	1	\$10,940.00	\$10,940.00
	6	Base Bid	Clearing and Grubbing	Each	1	\$1,280.00	\$1,280.00
	7	Base Bid	Excavation Below Subgrade	CY	80	\$45.90	\$3,672.00
	8	Base Bid	Removing Curb and Gutter	LF	275	\$5.79	\$1,592.25
	9	Base Bid	Removing Concrete Sidewalk	SY	853	\$7.73	\$6,593.69
	10	Base Bid	Removing Pavement	SY	3830	\$7.31	\$27,997.30
	11	Base Bid	Milling Pavement 2-Inch	SY	13055	\$2.60	\$33,943.00
	12	Base Bid	Butt Joints	SY	220	\$6.70	\$1,474.00
	13	Base Bid	Removing Inlets	Each	10	\$505.00	\$5,050.00
	14	Base Bid	Abandoning 8-Inch Storm Sewer	LF	144	\$15.15	\$2,181.60
	15	Base Bid	Adjust Manhole Casting Storm	Each	6	\$444.00	\$2,664.00
	16	Base Bid	Reconstruct Manhole ST-37-049	Each	1	\$2,525.00	\$2,525.00
	17	Base Bid	Reconstruct Manhole Storm	Each	2	\$2,525.00	\$5,050.00
	18	Base Bid	Adjust Manhole Casting Sanitary	Each	8	\$444.00	\$3,552.00
	19	Base Bid	Reconstruct Manhole Sanitary	Each	8	\$2,525.00	\$20,200.00
	20	Base Bid	Reconstruct Inlet	Each	1	\$2,222.00	\$2,222.00
	21	Base Bid	Adjust Inlet	Each	10	\$469.50	\$4,695.00
	22	Base Bid	HMA Pavement 4 LT 58-28 S	Tons	2200	\$77.90	\$171,380.00
	23	Base Bid	Tack Coat (0.06 gal per sy)	Gal	1605	\$3.60	\$5,778.00
	24	Base Bid	Concrete Sidewalk 4-Inch	SF	7268	\$6.55	\$47,605.40
	25	Base Bid	Concrete Driveway 6-Inch	SY	44	\$85.18	\$3,747.92
	26	Base Bid	Base Aggregate Dense 1 1/4-Inch	Tons	160	\$31.40	\$5,024.00
	27	Base Bid	Concrete Base 7-Inch	SY	1075	\$48.02	\$51,621.50
	28	Base Bid	Concrete Pavement 7-Inch	SY	2305	\$52.22	\$120,367.10
	29	Base Bid	Detectable Warning Fields	SF	548	\$35.78	\$19,607.44
	30	Base Bid	Concrete Curb and Gutter 30-Inch Exposed Pan	LF	50	\$39.65	\$1,982.50
	31	Base Bid	Concrete Curb and Gutter 24-inch Overlaid Pan	LF	291	\$32.42	\$9,434.22
	32	Base Bid	Concrete Curb and Gutter 24-inch Exposed Pan	LF	1775	\$26.37	\$46,806.75
	33	Base Bid	Pedestrian Curb	LF	370	\$35.79	\$13,242.30
	34	Base Bid	Field Verification, Inlet 5	Each	1	\$2,000.00	\$2,000.00
	35	Base Bid	Inlets Type N1	Each	11	\$2,458.50	\$27,043.50
	36	Base Bid	Inlet Castings	Each	22	\$702.00	\$15,444.00
	37	Base Bid	12-Inch PVC Storm Sewer	LF	529	\$95.00	\$50,255.00
	38	Base Bid	Storm Sewer Lining 8-Inch	LF	54	\$35.00	\$1,890.00
	39	Base Bid	Storm Sewer Lining 10-Inch	LF	367	\$39.00	\$14,313.00
	40	Base Bid	Storm Sewer Lining 15-Inch	LF	162	\$140.00	\$22,680.00
	41	Base Bid	Storm Sewer Lining 30-Inch	LF	334	\$160.00	\$53,440.00
	42	Base Bid	Sanitary Sewer Lining 8-inch	LF	2043	\$35.00	\$71,505.00
	43	Base Bid	Sanitary Sewer Lining 10-Inch	LF	350	\$39.00	\$13,650.00
	44	Base Bid	Relay Sanitary Sewer 8-Inch	LF	23	\$348.50	\$8,015.50
	45	Base Bid	Pavement Marking 4-Inch	LF	4865	\$0.85	\$4,135.25
	46	Base Bid	Pavement Marking 4-Inch Skips	LF	40	\$0.85	\$34.00
	47	Base Bid	Pavement Marking Crosswalk 6-Inch	LF	420	\$7.50	\$3,150.00
	48	Base Bid	Pavement Marking Bike Symbols	Each	15	\$235.00	\$3,525.00
	49	Base Bid	Pavement Marking Bike Land Arrows	Each	15	\$210.00	\$3,150.00
	50	Base Bid	Pavement Marking Arrows	Each	3	\$285.00	\$855.00
	51	Base Bid	Pavement Marking Words	Each	1	\$315.00	\$315.00
	52	Base Bid	Pavement Marking Sharrow Symbol	Each	2	\$320.00	\$640.00
	53	Base Bid	Pavement Marking 8-Inch Channelizing	LF	180	\$1.60	\$288.00
	54	Base Bid	Pavement Marking 8-Inch Skips	LF	18	\$1.60	\$28.80
	55	Base Bid	Pavement Marking 12-Inch Diagonal	LF	40	\$10.75	\$430.00
	56	Base Bid	Inlet Protection	Each	40	\$60.00	\$2,400.00
	57	Base Bid	Rock Bags	Each	100	\$16.10	\$1,610.00
	58	Base Bid	Topsoil	SY	650	\$8.27	\$5,375.50
	59	Base Bid	Hydro-Seed	SY	650	\$0.60	\$390.00

2467-22 North Avenue ? 2022 Street Improvements (#8150138)
 Owner: Sheboygan WI, City of
 Solicitor: Sheboygan WI, City of
 03/24/2022 02:00 PM CDT

						LaLonde Contractors, Inc.	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
	60	Base Bid	Sawing Concrete	LF	4210	\$1.80	\$7,578.00
	61	Base Bid	Allowance - Televising Video Conversion	LS	1	\$10,000.00	\$10,000.00
Base Bid Total							\$1,018,201.24
Alt 1							
	62	Alt 1	Construction Staking	LS	1	\$840.00	\$840.00
	63	Alt 1	Removing Curb and Gutter	LF	12	\$24.13	\$289.56
	64	Alt 1	Removing Concrete Sidewalk	SY	38	\$11.22	\$426.36
	65	Alt 1	Removing Pavement	SY	53	\$21.17	\$1,122.01
	66	Alt 1	Milling Pavement 2-Inch	SY	1175	\$2.60	\$3,055.00
	67	Alt 1	Butt Joints	SY	15	\$6.70	\$100.50
	68	Alt 1	Reconstruct Manhole Storm	Each	1	\$2,525.00	\$2,525.00
	69	Alt 1	Adjust Manhole Casting Storm	Each	1	\$629.50	\$629.50
	70	Alt 1	Adjust Manhole Casting Sanitary	Each	1	\$655.00	\$655.00
	71	Alt 1	HMA Pavement 4 LT 58-28 S	Tons	194	\$77.90	\$15,112.60
	72	Alt 1	Tack Coat (0.06 gal per sy)	Gal	141	\$3.60	\$507.60
	73	Alt 1	Concrete Sidewalk 4-Inch	SF	357	\$8.87	\$3,166.59
	74	Alt 1	Concrete Base 7-Inch	SY	33	\$48.40	\$1,597.20
	75	Alt 1	Detectable Warning Fields	SF	42	\$35.78	\$1,502.76
	76	Alt 1	Concrete Curb and Gutter 24-inch Overlaid Pan	LF	18	\$32.42	\$583.56
	77	Alt 1	Concrete Curb and Gutter 24-inch Exposed Pan	LF	67	\$33.11	\$2,218.37
	78	Alt 1	Storm Sewer Lining 10-Inch	LF	50	\$110.00	\$5,500.00
	79	Alt 1	Storm Sewer Lining 15-Inch	LF	96	\$110.00	\$10,560.00
	80	Alt 1	Pavement Marking 4-Inch	LF	535	\$0.85	\$454.75
	81	Alt 1	Pavement Marking Bike Symbols	Each	2	\$235.00	\$470.00
	82	Alt 1	Pavement Marking Bike Land Arrows	Each	2	\$210.00	\$420.00
	83	Alt 1	Topsoil	SY	24	\$18.00	\$432.00
	84	Alt 1	Hydro-Seed	SY	24	\$15.00	\$360.00
	85	Alt 1	Sawing Concrete	LF	189	\$1.80	\$340.20
Alt 1 Total							\$52,868.56
Alt 2							
	86	Alt 2	Construction Staking	LS	1	\$1,430.00	\$1,430.00
	87	Alt 2	Removing Concrete Sidewalk	SY	50	\$9.74	\$487.00
	88	Alt 2	Removing Pavement	SY	280	\$17.95	\$5,026.00
	89	Alt 2	Milling Pavement 2-Inch	SY	2775	\$2.60	\$7,215.00
	90	Alt 2	Butt Joints	SY	15	\$6.70	\$100.50
	91	Alt 2	Removing Inlets	Each	3	\$505.00	\$1,515.00
	92	Alt 2	Adjust Manhole Casting Storm	Each	1	\$629.50	\$629.50
	93	Alt 2	Adjust Manhole Casting Sanitary	Each	2	\$655.00	\$1,310.00
	94	Alt 2	Abandoning 10-Inch Storm Sewer	LF	84	\$15.15	\$1,272.60
	95	Alt 2	HMA Pavement 4 LT 58-28 S	Tons	303	\$77.90	\$23,603.70
	96	Alt 2	Tack Coat (0.06 gal per sy)	Gal	202	\$3.60	\$727.20
	97	Alt 2	Concrete Sidewalk 4-Inch	SF	309	\$8.87	\$2,740.83
	98	Alt 2	Concrete Base 7-Inch	SY	238	\$48.57	\$11,559.66
	99	Alt 2	Detectable Warning Fields	SF	20	\$35.78	\$715.60
	100	Alt 2	Concrete Curb and Gutter 24-Inch Exposed Pan	LF	72	\$32.42	\$2,334.24
	101	Alt 2	Concrete Curb and Gutter 24-inch Overlaid Pan	LF	96	\$33.11	\$3,178.56
	102	Alt 2	Pedestrian Curb	LF	25	\$35.79	\$894.75
	103	Alt 2	Inlets Type N1	Each	3	\$2,424.00	\$7,272.00
	104	Alt 2	Inlet Castings	Each	3	\$701.95	\$2,105.85
	105	Alt 2	12-Inch PVC Storm Sewer	LF	161	\$97.00	\$15,617.00
	106	Alt 2	Pavement Marking 4-Inch	LF	505	\$0.85	\$429.25
	107	Alt 2	Pavement Marking 4-Inch Skips	LF	4	\$0.85	\$3.40
	108	Alt 2	Pavement Marking Bike Symbols	Each	2	\$235.00	\$470.00
	109	Alt 2	Pavement Marking Bike Land Arrows	Each	2	\$210.00	\$420.00
	110	Alt 2	Topsoil	SY	24	\$15.00	\$360.00
	111	Alt 2	Hydro-Seed	SY	24	\$15.00	\$360.00
	112	Alt 2	Sawing Concrete	LF	731	\$1.80	\$1,315.80
Alt 2 Total							\$93,093.44

2467-22 North Avenue ? 2022 Street Improvements (#8150138)
 Owner: Sheboygan WI, City of
 Solicitor: Sheboygan WI, City of
 03/24/2022 02:00 PM CDT

						LaLonde Contractors, Inc.	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Alt 3							
	113	Alt 3	Construction Staking	LS	1	\$1,020.00	\$1,020.00
	114	Alt 3	Removing Curb and Gutter	LF	12	\$24.13	\$289.56
	115	Alt 3	Removing Concrete Sidewalk	SY	41	\$10.77	\$441.57
	116	Alt 3	Removing Pavement	SY	241	\$17.63	\$4,248.83
	117	Alt 3	Milling Pavement 2-Inch	SY	2775	\$2.60	\$7,215.00
	118	Alt 3	Butt Joints	SY	50	\$6.70	\$335.00
	119	Alt 3	Removing Inlets	Each	1	\$505.00	\$505.00
	120	Alt 3	Adjust Sanitary Casting Sanitary	Each	1	\$659.00	\$659.00
	121	Alt 3	HMA Pavement 4 LT 58-28 S	Tons	458	\$77.90	\$35,678.20
	122	Alt 3	Tack Coat (0.06 gal per sy)	Gal	333	\$3.60	\$1,198.80
	123	Alt 3	Concrete Sidewalk 4-Inch	SF	400	\$8.66	\$3,464.00
	124	Alt 3	Concrete Base 7-Inch	SY	194	\$48.02	\$9,315.88
	125	Alt 3	Detectable Warning Fields	SF	42	\$35.78	\$1,502.76
	126	Alt 3	Concrete Curb and Gutter 24-inch Overlaid Pan	LF	145	\$32.42	\$4,700.90
	127	Alt 3	Concrete Curb and Gutter 24-inch Exposed Pan	LF	69	\$33.11	\$2,284.59
	128	Alt 3	Inlets Type N1	Each	1	\$2,525.00	\$2,525.00
	129	Alt 3	Inlet Castings	Each	1	\$701.95	\$701.95
	130	Alt 3	Storm Sewer Lining 10-Inch	LF	60	\$110.00	\$6,600.00
	131	Alt 3	Pavement Marking 4-Inch	LF	955	\$0.85	\$811.75
	132	Alt 3	Pavement Marking 4-Inch Skips	LF	4	\$0.85	\$3.40
	133	Alt 3	Pavement Marking Bike Symbols	Each	2	\$235.00	\$470.00
	134	Alt 3	Pavement Marking Bike Land Arrows	Each	2	\$210.00	\$420.00
	135	Alt 3	Topsoil	SY	36	\$15.00	\$540.00
	136	Alt 3	Hydro-Seed	SY	36	\$15.00	\$540.00
	137	Alt 3	Sawing Concrete	LF	1059	\$1.80	\$1,906.20
Alt 3 Total							\$87,377.39
Alt 4							
	138	Alt 4	Conduit 2-Inch	LF	4333	\$8.20	\$35,530.60
	139	Alt 4	Conduit Trenching to Pole/Pull Box Locations	LF	24	\$375.00	\$9,000.00
	140	Alt 4	Sonotube 2' Diameter	Each	24	\$480.00	\$11,520.00
	141	Alt 4	Install City Provided Pull Box	Each	3	\$564.00	\$1,692.00
Alt 4 Total							\$57,742.60

Base Bid + Alt 1 + Alt 2 + Alt 3 + Alt 4 **\$1,309,283.23**