



PUBLIC WORKS COMMITTEE AGENDA

August 13, 2024 at 5:30 PM

Municipal Service Building - Training Room, 2026 New Jersey Avenue

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

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

OPENING OF MEETING

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

MINUTES

5. Approval of Minutes: July 23, 2024

ITEMS FOR DISCUSSION & POSSIBLE ACTION

6. Res. No. 49-24-25 / A resolution authorizing entering into a professional services agreement with R.A. Smith, Inc. for design and engineering services for upgrades to the Uptown Parklet on St. Clair Avenue.
7. Res. No. 50-24-25 / A resolution authorizing the appropriate City officials to enter into a contract with Ayres Associates, Inc. for the design of the New Jersey Avenue bridge rehabilitation over the Sheboygan River.
8. Res. No. 51-24-25 / A resolution authorizing the appropriate City officials to enter into a contract with Ayres Associates, Inc. for the design of Pigeon River Stream Stabilization Upstream of Mill Road Bridge.
9. Res. No. 57-24-25 / A resolution authorizing the appropriate City officials to enter into a contract with Buyten-Peterson Construction Company for the construction of the Wildwood Parking Lot and Kiwanis Park Improvements.

NEXT MEETING DATE

10. Next Regular Meeting Date: August 27, 2024

ADJOURNMENT

11. 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, July 23, 2024

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

COMMITTEE MEMBERS EXCUSED: Alderperson Daniel Peterson

STAFF/OFFICIALS PRESENT: Director of Public Works Travis Peterson, City Engineer Kevin Jump, Superintendent of Streets and Sanitation Joel Kolste, Superintendent of Wastewater Jordan Skiff, Superintendent of Facilities and Traffic Mike Willmas, Administrative Clerk Stacy Weseljak

OPENING OF MEETING

1. Call to Order

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

2. Roll Call
3. Pledge of Allegiance

The Pledge of Allegiance was recited.

4. Introduction of Committee Members and Staff

MINUTES

5. Approval of Minutes: July 09, 2024

MOTION TO APPROVE MINUTES FROM JULY 9, 2024

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

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

ITEMS FOR DISCUSSION & POSSIBLE ACTION

6. Res. No. 45-24-25 / A resolution authorizing the appropriate City officials to enter a contract with Kleeman Mechanical, Inc., to upgrade the heating, ventilation & air conditioning (HVAC) system in the administrative building at the Wastewater Treatment Facility.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

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

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

NEXT MEETING DATE

7. Next Regular Meeting Date: August 13, 2024

ADJOURNMENT

8. Motion to adjourn

MOTION TO ADJOURN AT 5:40 PM

Motion made by Alderperson Rust, Seconded by Alderperson Belanger.

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

**CITY OF SHEBOYGAN
RESOLUTION 49-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

AUGUST 5, 2024.

A RESOLUTION authorizing entering into a professional services agreement with R.A. Smith, Inc. for design and engineering services for upgrades to the Uptown Parklet on St. Clair Avenue.

WHEREAS, the City adopted Resolution No. 177-23-24 on March 4, 2024, which expressed the sense of the council that a portion of the 800 block of St. Clair Ave. be closed to vehicular traffic for the purpose of establishing a permanent public space in the location of the “Uptown Parklet” and directed the City Administrator to establish a plan and take necessary steps toward this purpose; and

WHEREAS, the City’s Purchasing Agent released a request for proposals for design and engineering services for upgrades to the Uptown Parklet; and

WHEREAS, R.A. Smith, Inc. was the only consultant that submitted a proposal; and

WHEREAS, the City was awarded a \$50,000 Vibrant Spaces grant through the Wisconsin Economic Development Corporation toward supply costs for the Uptown Parklet project construction, which needs to be spent by December 31, 2024; and

WHEREAS, City staff believes that R.A. Smith, Inc. has provided a proposal that will allow the project to timely proceed while utilizing the grant funds prior to year-end.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to enter into a professional services agreement with R.A. Smith, Inc. for design and engineering services for upgrades to the Uptown Parklet on St. Clair Avenue in substantially similar form to that attached.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized to pay for these services via the following 2024 budget amendment:

INCREASE:

Capital Project Fund – Culture & Recreation – Contracted Services (Acct. No. 400500-531100)	\$189,500
Capital Project Fund – Fund Equity Applied (Acct. No. 400-493000)	\$189,500

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan



R.A. Smith, Inc.
 221 South 2nd Street
 Milwaukee, WI 53204-1412
 (262) 781-1000 | rasmith.com

August 1, 2024

Mr. Bernard R. Rammer
 County Purchasing Agent
 City of Sheboygan
 828 Center Avenue, Suite 205
 Sheboygan, WI 53081

Re: Proposal for Uptown Parklet
 raSmith Project No.: 3240068

Dear Mr. Rammer:

Thank you for the opportunity for raSmith to provide you with a proposal for professional services. We look forward to working with The City of Sheboygan on the Uptown Parklet project. We are partnering with Staff Electric for lighting and electrical engineering, The Kubala Washatko Architects and Spire Engineering for the design on the structures, and Chappa Construction for cost estimating and material quantities.

Project Understanding

We understand the City of Sheboygan wants to create a Parklet by closing a portion of St. Claire Avenue immediately west of N. 8th Street. Per the RFP #2053-24 issued on March 27, 2024, and subsequent concept plans sent to us after being selected May 14, 2024, the City wants to create a gathering space that can be used year-round. The concept plan depicts a permanent overhead pavilion structure with an approximate 40' x 60' footprint, a stage, a roller rink/synthetic ice rink, and associated amenities for the space. The space will be protected from traffic related conflicts and hazards. It is anticipated the neighboring businesses will be responsible for the programming of the parklet once built. The City does not currently have an established budget for the project. We have received a topographic survey from the City for the area that will be used as the basis of design.

Scope of Services

Per the RFP and the subsequent meeting with City staff/officials, we have developed the following scope of services to be provided for the Uptown Parklet project.

- A. **Item #1: Visioning Session and Pre-Design Development/Schematic Design** - This project phase includes researching existing conditions, meeting with City staff and neighboring business, and developing site design concepts for Owner review/approval.
 - 1. Conduct one site visit by the design team for a site analysis, inventory the existing conditions and take photos of the overall area.
 - 2. Meet with City staff and neighboring businesses for kick-off visioning session to define project goals, discuss ideas/options, and gain an understanding of the community needs.
 - 3. Prepare a base map from the survey data provided by the City to use as basis of design.
 - 4. Complete due diligence review of potential codes, approvals, and permits required.



Mr. Bernard R. Rammer – County Purchasing Agent
 City of Sheboygan
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5. Develop an initial schematic site plan to convey layout ideas, site features, potential pavement treatments, site amenities and planting areas.
 6. Develop schematic floor plan, elevations, building section and materials.
 7. Prepare a 3D Sketchup model of the pavilion structure.
 8. Present the schematic site plan and architectural plans to City staff to acquire feedback and approval to continue to the next phase of the design.
 9. Deliverables:
 - a. Electronic pdf files of schematic drawings.
 - b. Material and finish selections.
- B. Item #2: Design Development and Construction Documents - This project phase includes advancing site design concepts approved by the City and developing preliminary civil engineering, architectural/structural and landscape architectural documents for City approval. The project phase also includes preparing final civil engineering, architectural, structural and landscape architectural documents for bidding/construction and preparing budgetary cost estimates. The design team will prepare Bid documents and project specifications along with helping in the bid process.
1. Prepare design development site plans with finer detail to include preliminary grading, utilities, lighting, paving/hardscape, site amenities, signage concepts and planting plans.
 2. Prepare design development floor plans, exterior elevations, details, and material/finish selections.
 3. Updated 3d Sketchup model of pavilion structure.
 4. Meet with City staff and stakeholders to present design development plans. Review and approve designs and material selections to continue to the next design phase.
 5. Prepare final civil and landscape construction documents to include:
 - a. Demolition Plan
 - b. Erosion Control Plan
 - c. Paving/Hardscape Plan
 - d. Grading and Drainage Plan
 - e. Utility Plan
 - f. Lighting and Electrical Plan
 - g. Landscape Plan

Note: Signage design will include design intent only. Sign details shall be coordinated with Sign Fabricator by General Contractor.
 6. Prepare final architectural construction documents of floor plans, exterior elevations, details, and materials/finishes.
 7. Prepare final structural design of framing and foundation systems to include necessary details and calculations.
 8. Updated 3d Sketchup model of pavilion structure.



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9. Meet with City staff for final coordination of plans prior to bidding.
 10. Prepare budgetary cost estimates for construction.
 11. Prepare a list of major building materials for the construction of the project. This material list will be used for the City to self-purchase materials using the available ARPA funding.
 12. Prepare bid documents and project specifications. City to provide front end documents and will advertise the project for bidding.
 13. Respond to relative contractor questions and inquires during bidding with issuing RFI and addendum as necessary.
 14. Deliverables:
 - a. Electronic pdf files of drawing set.
 - b. Electronic pdf files of bid documents and project specifications.
 - c. Material and finish selections.
- C. Item #3: Post Bid -This project phase includes assistance for reviewing bids.
1. Assist the City in reviewing bids by comparison, discussing differences, and verifying references.
 2. Assist the City in selection to award.
- D. Item #4: Post Award Phase - This project phase includes Construction Administration by design team for typical submittal review, responding to contractor questions (RFI's), and preparing a final punch list for the various aspects of the project.
1. Attend a preconstruction meeting on site.
 2. Review construction submittals.
 3. Prepare and issue Construction Bulletins as necessary.
 4. Visit site for final punch list and review with General Contractor.
- E. Item #5: Construction phase inspection services -The following service options are available throughout construction of the project. Because it is not yet determined what the extend of the design will be and what level of service the City would like/need, we propose these options at our standard hourly rates for consideration. Mileage will be invoiced at standard federal rates.
1. Construction Manager
 - a. Attend a preconstruction meeting with City staff.
 - b. Conduct weekly site visits to provide construction oversight and compliance with plans and specifications.
 - c. Prepare and provide recommendations for all pay applications.
 - d. Prepare, review, and make recommendations for change orders.
 - e. Assist with walk through and punch list preparation
 - f. Assist with project close out upon completion.



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 City of Sheboygan
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2. Construction Inspection
 - a. Provide daily observation and documentation for installation of paving, utilities and other project details related to horizontal construction.

Completion Schedule

We will work with you to meet the project deadlines and to establish an acceptable schedule that will be mutually agreed upon prior to beginning work. We understand the City would like to be able to bid the project in the fall of 2024 and that the City has grant funds available to purchase materials that will expire at the end of 2024.

Professional Fees

The above-described services will be provided for the lump sum fees listed below except for Task #5, which will be billed T/M per our standard hourly rates. Fees will be invoiced monthly on a percent-complete basis.

- A. Task #1 -\$37,500
 - B. Task #2 -\$115,500
 - C. Task #3 -\$6,375
 - D. Task #4 -\$28,125
 - E. Task #5 - T&M
 Construction Manager - \$175/hour
 Construction Inspection - \$105/hour
 - F. Optional Additional Survey services:
 - Option #1 - Perform Boundary Survey to determine north and south lines of St. Claire Avenue and west line of North 8th Street. ..\$3,900
 - Option #2 - Prepare legal descriptions and exhibits if requested for: road vacation, zoning, easement creation, easement release, etc.
- NOTE: If Option #1 is not authorized, exhibits to be based on property line work provided by the City\$800 per request

Usual and customary expenses such as mileage, printing, delivery, and postage are not included in the above fees and will be billed at cost as a reimbursable expense. Allowance: \$2,000 – the City will only be billed for expenses incurred.

Certain landscape architectural services are taxable in the State of Wisconsin and are not included in the above fees.

This proposal does not include any services beyond those described in the above scope of services.



Mr. Bernard R. Rammer – County Purchasing Agent
 City of Sheboygan
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Client Responsibilities/Assumptions

- A. The terms and conditions set forth herein are valid for 30 days from the date of this proposal and are conditioned upon our completion of all services within 150 days.
- B. The hourly rates shown on the Professional Fees Rate Schedule are subject to change on an annual basis.
- C. The Owner shall provide any existing data relevant to the proposed project including but not limited to electronic AutoCAD base files of survey, roadway, and utility plans. Verification of information provided by others is not a part of the Scope of Services; therefore, any problems arising out of the use of such information shall not be the responsibility of raSmith.
- D. **NOTE:** We strongly recommend that the Owner undertake a geotechnical investigation of the site. The structural engineer (Spire) recommends two 20-ft deep borings located at opposite corners of the proposed pavilion structure. We do not assume responsibility for problems associated with undetermined soil conditions. **Geotechnical engineering work and contract to be held by the City. raSmith does not provide geotechnical services.**
- E. We assume no stormwater management or green infrastructure is required for this project.
- F. Owner shall pay for all project review and permit fees.
- G. After work has commenced, any revisions requested by the Owner, Developer or Architect, or necessitated by conditions beyond our control, will be considered extra work requiring additional compensation.

If you would like to authorize raSmith to proceed with your project, please sign the attached Professional Services Agreement Between Client and Professional, and forward a signed copy of the entire Agreement to our office. Once received, we will execute and return a copy for your records.

We look forward to working with you on this project.

Sincerely,
 raSmith

Tom Mortensen, PLA, ASLA
 Site Planner/Landscape Architect
 (262) 317-3323
 tom.mortensen@rasmith.com

Enclosure

dje:\rasmith.com\milwaukee\LDS\3240068\Contract\240614 _Uptown Parklet Proposal - updated 6.21.24.docx



R.A. Smith, Inc.
 16745 W. Bluemound Road
 Brookfield, WI 53005-5938
 (262) 781-1000 | rasmith.com

**PROFESSIONAL FEES RATE SCHEDULE
 GENERAL 2024 RATES**

<u>ENGINEERING SERVICES</u>	<u>2024 PER HOUR</u>
Principal-In-Charge.....	\$267
Division Director	\$239
Senior Project Consultant.....	\$216
Senior Project Manager.....	\$196
Project Manager	\$178
Senior Project Engineer.....	\$178
Project Engineer	\$170
Civil Engineer	\$119 - \$159
Engineering Technician	\$ 86 - \$153
Planner	\$127 - \$178
Landscape Architect	\$164 - \$191
Landscape Technician.....	\$134
Irrigation Designer	\$175
Ecologist	\$ 95 - \$164
Senior Structural Engineer	\$161 - \$208
Structural Engineer.....	\$118 - \$161
Structural CAD Technician	\$ 99 - \$119
GIS and Visualization Services	\$119 - \$142
<u>SURVEYING SERVICES</u>	
Survey Director.....	\$188
Senior Project Manager.....	\$176
Project Manager	\$160
2-Member Field Crew GPS/Robotics	\$238
Field Person GPS/Robotics	\$164
Project Surveyor	\$135
Survey Technician	\$ 99 - \$132
3D Laser Scan Project Manager	\$160
3D Laser Scan Technician	\$118
1-Member Field Crew Scanner Operator	\$183
2-Member Field Crew Scanner Operator	\$266
3-Member Field Crew Scanner Operator	\$459
Pilot.....	\$140
Vertical Construction-Survey	\$150
<u>CONSTRUCTION SERVICES</u>	
Construction Services Manager	\$193
Construction Technician	\$103 - \$167
<u>TRAFFIC SERVICES</u>	
Traffic Project Manager	\$155 - \$245
Traffic Project Engineer	\$135 - \$145
Traffic Civil Engineer	\$100 - \$115
Traffic Engineering Tech	\$ 75 - \$ 85
<u>IT & ADMINISTRATIVE SERVICES</u>	
Computer Services	\$209
Grants Specialist	\$142
Project Technician	\$ 97
Litigation/Expert Witness	\$315 - \$343
Professional Photography/Videography	\$183

Brookfield, WI | Milwaukee, WI | Appleton, WI | Madison, WI | Cedarburg, WI
 Naperville, IL | Irvine, CA



The Kubala Washatko Architects

Hourly Rates

The Kubala Washatko Architects, Inc.

W61 N617 Mequon Avenue
Cedarburg, WI 53012
+1 (262) 377 6039
tkwa.com

v2024.2

Title	2024 Rates
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Partner	\$198 to \$168
Project Architect	\$165 to \$115
Project Designer	\$126 - \$80
Interior Designer	\$85
Marketing & Strategy	\$132 - \$123
Graphic Design	\$132
Accounting	\$50
Studio Coordinator	\$35

SPIRE ENGINEERING
2024 HOURLY RATES SCHEDULE

Title	Rate (/hr)
Principal	\$ 170.00
Senior Project Manager	\$ 150.00
Project Manager	\$ 135.00
Structural Engineer	\$ 125.00
Project Designer	\$ 105.00
Senior Drafter	\$ 115.00
Drafter	\$ 90.00
Admin/Clerical	\$ 75.00
Intern	\$ 50.00

*Billing rates for subsequent years may be increased by 5% annually and rounded up to the nearest dollar



PROFESSIONAL SERVICES AGREEMENT BETWEEN CLIENT AND PROFESSIONAL

THIS IS AN AGREEMENT effective as of August 1, 2024 ("Effective Date") between City of Sheboygan ("Client") and R.A. Smith, Inc. ("Professional").

Client's Project, of which Professional's services under this Agreement are a part, is generally identified as follows:

Uptown Parklet / raSmith Project No.: 3240068 ("Project").

Professional's services under this Agreement are generally identified as follows:

See attached proposal ("Services").

Client and Professional further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Professional shall provide or furnish the Services solely for the benefit of Client as set forth in this Agreement and in the attached proposal. If authorized by Client, or if required because of changes in the Project, Professional shall furnish services in addition to those set forth above ("Additional Services").

2.01 *Payment Procedures*

- A. *Invoices:* Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Invoices are due and payable within 30 days of invoice date. If Client fails to make any payment due Professional for Services, Additional Services, and expenses within 30 days after receipt of Professional's invoice, then (1) the amounts due Professional will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Professional may, after giving seven days written notice to Client, suspend Services under this Agreement until Professional has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Client waives any and all claims against Professional for any such suspension.
- B. *Payment:* As compensation for Professional providing or furnishing Services and Additional Services, Client shall pay Professional as set forth in this agreement. If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise Professional in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment*

- A. Client shall pay Professional for Services in the amount and manner provided in the attached proposal.
- B. *Additional Services:* Unless specified in the attached proposal, for Additional Services, Client shall pay Professional an amount equal to the cumulative hours charged in providing the Additional Services by each class of Professional's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Professional's consultants' charges, if any.

3.01 *Suspension and Termination*

- A. The obligation to continue performance under this Agreement may be suspended:
 - 1. *By Client:* Client may suspend the Project for up to 90 days upon seven days written notice to Professional.
 - 2. *By Professional:* Professional may, after giving seven days written notice to Client, suspend services under this Agreement if Client has failed to pay Professional for invoiced services and expenses, as set forth in this Agreement.
- B. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Professional for its services is a substantial failure to perform and a basis for termination.
 - b. By Professional:
 - 1) upon seven days written notice if Client demands that Professional furnish or perform services contrary to Professional's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Professional's Services are delayed for more than 90 days for reasons beyond Professional's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
 - c. By Client, for convenience, effective upon Professional's receipt of written notice from Client

- d. Professional shall have no liability to Client on account of a termination for cause by Professional.
 - e. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under this section if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 - C. In the event of any termination under this section, Professional will be entitled to invoice Client and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Professional's consultants' charges, if any.
- 4.01 *Successors, Assigns, and Beneficiaries*
- A. Client and Professional are hereby bound and the successors, executors, administrators, and legal representatives of Client and Professional are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
 - B. Neither Client nor Professional may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
 - C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Professional to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Professional and not for the benefit of any other party.
- 5.01 *General Considerations*
- A. *Standard of Care*

The standard of care for all professional engineering and related services performed or furnished by Professional under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Professional makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Professional. Subject to the foregoing standard of care, Professional and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
 - B. *Design Without Construction Phase Services*

Professional shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Professional have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Professional shall not be responsible for the acts or omissions of any Constructor. Professional neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
 - C. *Opinions of Cost*

Professional's opinions (if any) of probable construction cost are to be made on the basis of Professional's experience, qualifications, and general familiarity with the construction industry. However, because Professional has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Professional cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Professional. If Client requires greater assurance as to probable construction cost, then Client agrees to obtain an independent cost estimate. Professional shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Professional or its consultants.
 - D. *Use of Documents*

All documents prepared or furnished by Professional are instruments of service, and Professional retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Professional of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

 - 1. Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Professional, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Professional;

2. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Professional, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Professional or to its officers, directors, members, partners, agents, employees, and consultants;
3. Client shall indemnify and hold harmless Professional and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Professional; and
4. Such limited license to Client shall not create any rights in third parties.

E. Liability

To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Professional and Professional's officers, directors, employees, and Consultants, to Client and anyone claiming by, through, or under Client for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, Professional's or its Consultants services or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Professional or Professional's officers, directors, employees, or Consultants shall not exceed the total amount of \$100,000 or the total compensation received by Professional under this Agreement, whichever is less. **available insurance proceeds at the time of the claim.**

F. Indemnification

To the fullest extent permitted by Laws and Regulations, Client shall indemnify and hold harmless Professional and Professional's officers, directors, employees, and Consultants from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of Professionals, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of the Client or Client's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Client with respect to this Agreement or to the Project.

G. Dispute Resolution

Client and Professional agree to negotiate each dispute between them in good faith during the 30 days after written notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law. The venue for all disputes shall be the state of Wisconsin. Attorney fees will be borne by the non-prevailing party.

H. Governing Law

This Agreement is to be governed by the law of the state of Wisconsin.

6.01 Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Client and Professional and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. Nothing in this Agreement between Professional and Client shall create a contractual relationship between either Professional and Client and an outside third party.

7.01 Lien Notice

- A. As required by the Wisconsin construction lien law, Professional hereby notifies Client that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on Client's land may have lien rights on Client's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned Professional, are those who contract directly with the Client or those who give the Client notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, Client probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Professional agrees to cooperate with the Client and the Client's lender, if any, to see that all potential lien Professionals are duly paid.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Project Name: Uptown Parklet / raSmith Project No.: 3240068

Client: City of Sheboygan

Professional: R.A. Smith, Inc.

By: _____

By: _____

Print name: Bernard R. Rammer

Print name: Tom J. Mortensen, PLA, ASLA

Title: County Purchasing Agent

Title: Site Planner/Landscape Architect

Date Signed: _____

Date Signed: _____

Address for Client's receipt of notices:

Address for Professional's receipt of notices:

City of Sheboygan

R.A. Smith, Inc.

838 Center Avenue, Suite 205

16745 West Bluemound Road

Sheboygan, WI 53081

Brookfield, WI 53005

Client's Phone: 920-459-1342

Professional's Phone: 262-317-3323

Client's Email: bernie.rammer@sheboygancounty.com

Professional's Email: tom.mortensen@rasmith.com

**CITY OF SHEBOYGAN
RESOLUTION 50-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

AUGUST 5, 2024.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Ayres Associates, Inc. for the design of the New Jersey Avenue bridge rehabilitation over the Sheboygan River.

WHEREAS, City engineering staff desires structural engineering services by a Wisconsin Licensed Professional Engineer to assist in developing cost estimates, design, and plans for rehabilitation of the New Jersey Avenue Bridge.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to enter into a contract with Ayres and Associates, Inc., a copy of which is attached, for design services for the New Jersey Avenue bridge rehabilitation.

BE IT FURTHER RESOLVED: That the Finance Director may draw funds not to exceed \$56,500 from Account No. 400300-641200 (Capital Project Fund - Street Improvements).

BE IT FURTHER RESOLVED: That the City Engineer is appointed as the City's Authorized Representative pursuant to the Agreement.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

July 15, 2024

Kevin Jump, PE
Civil Engineer / Project Manager
City of Sheboygan
2026 New Jersey Avenue
Sheboygan, WI 53081

Re: Bridge Rehabilitation Design and Plans
New Jersey Avenue over the Sheboygan River (P-59-0717)

Dear Mr. Jump:

Thank you for the opportunity to submit this proposal for professional services for the rehabilitation of the New Jersey Avenue bridge over the Sheboygan River. This letter presents our proposed scope of services, time schedule, fee, and contract terms and conditions.

Project Description

We understand from discussions with city engineering staff that the City of Sheboygan (Owner) is requesting structural engineering services by a Wisconsin Licensed Professional Engineer to assist in developing cost estimates, design, and plans for rehabilitation of the New Jersey Avenue Bridge. In general, the bridge rehabilitation work is anticipated to include repairs to the deck and concrete parapets, replacement of expansion joint, abutment backwall and mask walls, approach slabs, and sidewalks at the abutments, and repair of riprap at a storm sewer outfall.

Scope of Services

Phase 1 – Survey, Preliminary Design, and Cost Estimating

1. Review available as-built plans (if found), inspection reports, and other available information about the bridge.
2. Conduct a site visit by a structural engineer and bridge inspection team leader to observe the condition of readily accessible structural features of the bridge, take key measurements, and assist the city in evaluating the bridge rehabilitation scope of work.
3. Perform a topographic and utility survey of the bridge and areas immediately adjacent to the bridge for use in developing cost estimates, coordinating with utility companies and WDNR, and preparing construction plans.
4. Evaluate bridge repair alternatives and provide a memo with recommendation to the city for their approval.
5. Facilitate a virtual meeting to review the memo and answer questions from the city.
6. Prepare a preliminary cost estimate using findings from the site visit, survey, and evaluation of alternatives for the city's use in budgeting.

Phase 2 – Final Design and Construction Documents

7. Design replacement of the expansion joint including replacement of the abutment backwall and approximately 4-foot-wide width of deck and parapets at the joint.
8. Load rate the existing prestressed concrete girder bridge with the proposed concrete overlay. Since original plans are likely not available, girder and deck reinforcing will be determined based on review of other similar bridges of the same approximate age.
9. Prepare bridge plans including repairs to the deck and concrete parapets, and replacement of expansion joint, abutment backwall, and mask walls.

10. Provide plan sheets for the replacement of concrete approach slabs and sidewalks immediately adjacent to the ends of the bridge. It is anticipated that the bridge will be closed to traffic during construction.
11. Assist the city with utility and railroad coordination related to the bridge work. It is anticipated that the city will be taking the lead on utility and railroad coordination as part of their adjacent roadway project.
12. Coordinate and complete WDNR permit application.
13. Provide technical specifications referencing WisDOT Standard Specification.
14. Develop a schedule of quantities and an opinion of probable construction costs.
15. Assist the city in answering construction questions during bidding and construction.
16. Review expansion joint shop drawings.
17. Submit plans and load rating computations to Wisconsin Department of Transportation Bureau of Structure (WisDOT BOS) for inclusion in the Highway Structures Information System (HSIS).

Responsibilities of Owner and Others

The Owner shall designate in writing a representative authorized to act in the Owner's behalf, and shall furnish required information, approvals and decisions as expeditiously as necessary for the orderly progress of Ayres' services.

Ayres shall be entitled to rely on the accuracy and completeness of necessary project information supplied by the Owner. Owner shall provide or perform the following:

1. Applicable background information including any existing asbuilt plans (if found)
2. Lead utility and railroad coordination
3. Traffic control plans
4. Assemble bid documents and facilitate receiving of construction bids
5. Construction contract administration

Additional Services

Required engineering tasks beyond those in the Scope of Services are unlikely, but could include traffic control plans, facilitating bid solicitation, construction observation, field visits, and field verification of bridge construction activities.

If authorized in writing by OWNER, CONSULTANT shall furnish or obtain from others Additional Services. These services are not included as part of Basic Services and will be paid for by OWNER.

Time Schedule

Ayres understands that the city is planning for construction in 2026. The above scope of services will be completed according to the following schedule provided that authorization to proceed is provided by August 31, 2024.

- Phase 1 – Survey, Preliminary Design, and Cost Estimating: December 2024
- Phase 2 – Final Design and Construction Documents: November 2025

Fee

We will perform the above services for a lump sum amount of \$14,600.00 for Phase 1 and \$41,900 for Phase 2 (\$56,500 total).

Contract Terms and Conditions

Attached are "Contract Terms and Conditions" which will apply to the services and which are incorporated into this proposal by reference.

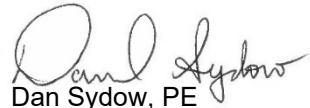
Acceptance

If this proposal and terms and conditions are acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed.

This proposal is valid until August 31, 2024, unless extended by us in writing.

Proposed by Consultant:

Ayres Associates Inc



Dan Sydow, PE
Manager – Structural Engineering



Cory Thomson, PE
Transportation Engineer

Accepted by Owner:

City of Sheboygan

Owner's Name

Signature

Name

Title

Date

Attachments: Contract Terms and Conditions

**AYRES ASSOCIATES
CONTRACT TERMS AND CONDITIONS**

1. Performance of Services: Consultant shall perform the services outlined in its proposal to Owner in consideration of the stated fee and payment terms.

2. Billing and Payment: Invoices for Consultant's services shall be submitted to Owner on a monthly basis. Invoices shall be due and payable within 30 days from date of invoice. If any invoice is not paid within 30 days, Consultant may, after giving 7 days' notice, without waiving any claim or right against Owner, and without liability whatsoever to Owner, suspend or terminate the performance of services. Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance, or the maximum rate of interest permitted by law, if less. Payment will be credited first to any interest owed to Consultant, then to principal. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to the Consultant's compensation. Owner shall pay all costs of collection, including reasonable attorney's fees and costs incurred by consultant, in collecting any amounts due from Owner. No deductions or offsets shall be made from Consultant's compensation or expenses on account of any setoffs or back charges. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Consultant in writing of the specific basis for doing so, may withhold only the portion so disputed, and must pay the undisputed portion.

3. Access to Site: Owner shall furnish right-of-entry on the project site for Consultant and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. Consultant will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

4. Location of Utilities: Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information or instructions which have been furnished to Consultant by others.

5. Hazardous Materials: In the event that unanticipated potentially hazardous materials are encountered during the course of the project, Owner agrees to negotiate a revision to the scope of services, time schedule, fee, and contract terms and conditions. If a mutually satisfactory agreement cannot be reached between both parties, the contract shall be terminated and Owner agrees to pay Consultant for all services rendered, including reasonable termination expenses. Owner acknowledges that Consultant is performing professional services for Owner and that Consultant is not and will not be required to become an "owner", "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the site in connection with Consultant's activities under this agreement.

6. Insurance: Consultant shall maintain Workers' Compensation, General Liability, and Automobile Liability Insurance during its services for Owner. Consultant shall furnish a Certificate of Insurance to Owner upon written request. Owner agrees that Consultant shall not be liable or responsible to Owner for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.

7. Limitation of Professional Liability: Owner agrees to limit Consultant's professional liability for any and all claims for loss, damage or injury, including but not limited to, claims for negligence, professional errors or omissions, strict liability, and breach of contract or warranty, to an amount of \$50,000.00 or Consultant's fee, whichever is greater. In the event that Owner does not wish to limit Consultant's professional liability to this sum, Consultant agrees to raise the limitation of liability to a sum not to exceed \$1,000,000.00 for increased consideration of ten percent (10%) of the total fee or \$500.00, whichever is greater, upon receiving Owner's written request prior to the start of Consultant's services.

8. Opinions of Probable Costs: Consultant's opinions of probable project costs are made on the basis of Consultant's experience, qualifications and judgment; but Consultant cannot and does not guarantee that actual project costs will not vary from opinions of probable cost.

9. Construction Review: Consultant does not accept responsibility for the design of a construction project unless the Consultant's contract includes review of the contractor's shop drawings, product data, and other documents, and includes site visits during construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents.

10. Construction Observation: On request, Consultant shall provide personnel to observe construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents. This construction observation shall not make Consultant a guarantor of the contractor's work. The contractor shall continue to be responsible for the accuracy and adequacy of all construction performed. In accordance with generally accepted practice, the contractor will be solely responsible for the methods of construction, direction of personnel, control of machinery, and falsework, scaffolding, and other temporary construction aids. In addition, all matters related to safety in, on, or about the construction site shall be under the direction and control of the contractor and Consultant shall have no responsibility in that regard. Consultant shall not be

required to verify any part of the work performed unless measurements, readings, and observations of that part of the construction are made by Consultant's personnel.

11. Standard of Performance: The standard of care for all professional services performed or furnished by Consultant under this contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant does not make any warranty or guarantee, expressed or implied, nor is this contract subject to the provisions of any uniform commercial code. Similarly, Consultant will not accept those terms and conditions offered by Owner in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

12. Ownership and Use of Documents: All documents produced by Consultant under this contract are instruments of Consultant's professional service and Consultant owns the documents including all associated copyrights and the right of reuse at the discretion of the Consultant. Engineer grants Owner a limited license to use the documents on the project, project extension and for related uses of the Owner subject to receipt of full payment due, and such license to Owner shall not create any rights in third parties. Owner shall indemnify and hold harmless Consultant and its officers, directors, employees and Subconsultants from all claims, damages, losses, and expenses, including reasonable attorney fees, arising out of or resulting from any use, reuse, or modification of documents without written verification, completion or adaptation by Consultant.

13. Electronic Files: Owner and Consultant agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this contract is executed. Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by Consultant and electronic files, the hard-copy documents shall govern.

14. Financial and Legal Services: Consultant's services and expertise do not include the following services, which shall be provided by Owner if required: (1) Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services; (2) Legal services with regard to issues pertaining to the Project as Owner requires, Contractor(s) raises, or Consultant reasonably requests; and (3) Such auditing services as Owner requires to ascertain how or for what purpose any Contractor has used the money paid.

15. Termination of Services: This contract may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Owner shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses incurred prior to termination, and reasonable termination expenses incurred as the result of termination. Consultant shall have no liability to Owner on account of termination for cause by Consultant.

16. Controlling Law: This contract is to be governed by the law of the place of business of Consultant at the address in its proposal to Owner.

17. Assignment of Rights: Neither Owner nor Consultant shall assign, sublet or transfer any rights under or interest in this contract (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this contract. Nothing contained in this paragraph shall prevent Consultant from employing such independent subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

18. Third Party Benefits: This contract does not create any benefits for any third party.

19. Dispute Resolution: Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the following dispute resolution provision. If direct negotiations fail, Owner and Consultant agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this contract or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this contract prior to exercising other rights under law.

20. Exclusion of Special, Indirect, Consequential, and Liquidated Damages: Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

21. Betterment: If, due to Consultant's negligence, a required item or component of the project is omitted from the construction documents, Consultant's liability shall be limited to the reasonable cost of correction of the construction, less what Owner's cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

22. Severability: To the extent that any provision of this contract is finally adjudged invalid by a court of competent jurisdiction, that provisions shall be deleted or modified, as necessary, to make it enforceable, and the remaining provisions of this contract shall remain in full force and effect and be binding upon the parties hereto.

23. California Privacy Rights Act Employer

24. Entire Agreement: This agreement contains the parties entire understanding and supersedes all prior negotiations or agreements over the services described herein. This contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

25. Notice of Lien Rights: Ayres Associates Inc hereby notifies owner that persons or companies furnishing labor or materials, including engineering, architectural, and surveying services, for the improvement of or construction on owner's land may have lien rights on owner's land and buildings if not paid. Owner should give a copy of this notice to their mortgage lender, if any. Ayres Associates Inc agrees to cooperate with the owner and owner's lender, if any, for resolution of POTENTIAL LIEN claims made as part of this contract.

**CITY OF SHEBOYGAN
RESOLUTION 51-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

AUGUST 5, 2024.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Ayres Associates, Inc. for the design of Pigeon River Stream Stabilization Upstream of Mill Road Bridge.

WHEREAS, aggressive erosion along the south bank of the Pigeon River from the Mill Road Bridge to approximately 300 to 400 feet upstream is starting to compromise a bike path and the bridge's south abutment and the City is interested in implementing stream stabilization measures to mitigate against continued erosion.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into a contract with Ayres and Associates, Inc., a copy of which is attached, for the design of Pigeon River Stream Stabilization Upstream of Mill Road Bridge.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to draw funds not to exceed \$62,240 from Account No. 400300-641200 (Capital Project Fund - Street Improvements).

BE IT FURTHER RESOLVED: That the City Engineer is appointed as the City's Authorized Representative pursuant to the Agreement with Ayres and Associates.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

June 3, 2024

Kevin Jump, PE, ENV SP
Civil Engineer/Project Manager
City of Sheboygan
Department of Public Works
2026 New Jersey Avenue
Sheboygan, WI 53081

Re: Updated Proposal for Pigeon River Stream Stabilization Upstream of Mill Road Bridge

Dear Mr. Jump:

Thank you for the opportunity to submit this proposal for professional services for designing stream stabilization measures along the right (south) bank of the Pigeon River upstream of the Mill Road Bridge. This letter presents our proposed scope of services, time schedule, fee, and contract terms and conditions.

Project Description

Aggressive erosion along the south bank of the Pigeon River from the Mill Road Bridge to approximately 300 to 400 ft upstream is starting to compromise a bike path and the bridge's south abutment. The City of Sheboygan (Owner) is interested in implementing stream stabilization measures to mitigate against continued erosion.

Scope of Services

Ayres proposes the following scope of services:

Task 1 – Project Management

- 1.1 **Project Management & Coordination.** This task covers project management and administration-related work, including coordination, subcontractor management, and schedule control.
- 1.2 **Progress Meetings.** We have budgeted for two virtual progress meetings between City and Ayres staff to occur during the project duration. These meetings would likely coincide with presentation of conceptual design alternatives and a final design package.

Task 2 – Data Collection

- 2.1 **Existing FIS Model Review.** Ayres will request and review the existing flood insurance study (FIS) model to get an understanding of the hydraulic constraints of the model and level of effort needed for the No-Rise Submittal.
- 2.2 **Topographic Survey.** The Ayres Geospatial Team will conduct a topographic survey of select cross-sections within the area of interest. This survey will be used for both the floodplain analysis and the design.

- 2.3 **Site Visit.** A member of the design team will visit the site to take representative photographs of the area, eroding bank, infrastructure, and other critical components. This information will be crucial for design and geomorphic analysis.
- 2.4 **Geomorphic Review.** A geomorphologist will review the site location to determine the overall stream trajectory using historical images, terrain data, site photographs, and other information as needed.

Task 3 – Alternative Development for City Consideration

- 3.1 **Alternative 1 – Conceptual Design.** The design team and stakeholders will develop an alternative that uses a more naturalistic approach. The deliverable will be a conceptual overview, drawing, or annotated photo of the site.
- 3.2 **Alternative 2 – Conceptual Design.** The design team and stakeholders will develop an alternative that uses a more hardened approach. The deliverable will be a conceptual overview, drawing, or annotated photo of the site.
- 3.3 **Alternative Memo.** A memo will be prepared laying out the two concepts and the benefits and downsides of each. A budgetary cost estimate will also be prepared for each alternative.

Task 4 – 60% Design Plan Set

- 4.1 **Preliminary Plan Sheet Development.** For the City's chosen alternative, a 60% plan set will be developed that has at least the following sheets and items:
- 1) Cover – Sheet List, General Location Map, Contact Information.
 - 2) General Notes – Site constraints, BMP information and assigned responsibilities.
 - 3) Plan Sheet - A site overview map with terrain information and feature location and layout.
 - 4) Feature Details – Each of the features included for implementation will be included in the plan set.
- 4.2 **Preliminary Design Report.** A preliminary design report will be generated to accompany the 60% design plan sheets. The report will describe the engineering calculations used and the assumptions of the design. A brief geomorphic write up will also be included.
- 4.3 **Preliminary Technical Specifications.** Prepare preliminary technical specifications to accompany the 60% design plan sheets.

Task 5 – Permitting

- 5.1 **DNR Permit.** Ayres will prepare and submit, on the City's behalf, required Wisconsin Department of Natural Resources (WDNR) permit applications for the proposed work. These will likely include permits for stream stabilization and wetland disturbance.
- 5.2 **Wetland Delineation.** Based on our current understanding of the project site and past project experience, we anticipate that a wetland delineation of the site will be required to obtain WDNR approval for the project. Our services include a wetland delineation of the required project area following the US Army Corps of Engineers 1987 Wetland Delineation Manual and the Northeastern Regional Supplement.
- 5.3 **No-Rise Permit.** Ayres team will work towards obtaining a no-rise permit for the project and will modify the design, as needed, so that a no-rise is possible. Our team will use the FIS model as a

starting point and will update the existing conditions and set up a proposed conditions model. The 60% Design will be used as the basis of the model, but the permit will not be finalized until the 100% design is complete.

Task 6 – 100% Design Plan Set

- 6.1 **Final Plan Sheet Development.** We will update the 60% plan set based on input from the City and in accordance with requirements for permitting.
- 6.2 **Final Design Report.** We will prepare a final design report to accompany the 100% design plan set.
- 6.3 **Final Technical Specifications.** Prepare final technical specifications to accompany the 100% design plan sheets.

Responsibilities of Owner and Others

The Owner shall designate in writing a representative authorized to act on the Owner's behalf, and shall furnish required information, approvals, and decisions as expeditiously as necessary for the orderly progress of Ayres' services.

Ayres shall be entitled to rely on the accuracy and completeness of necessary project information supplied by the Owner.

Additional Services

The scope of services does not include assistance with bidding, construction administration and observation, cultural reviews, CLOMR/LOMR (in the unlikely event these are needed), or geotechnical soil sampling and testing. These services can be negotiated with the City at a later date, if needed.

Time Schedule

- Delivery of Design Alternative Memo: 90 calendar days after receiving authorization to proceed.
- Delivery of 60% Design Package: 60 calendar days after receiving notification of the City's chosen alternative
- Submittal of Permit Applications: 45 calendar days after receiving the City's review comments on the 60% design package.

Fee

We will perform the above services for an amount based on a standard hourly rate for each class of employee, plus reimbursable expenses and subconsultant charges. The estimated cost of services is \$62,240. We will not exceed an amount of \$62,240 without your prior approval. The Reimbursable Expenses Schedule and Standard Hourly Rates Schedule are attached as Appendices 1 and 2, respectively.

The not-to-exceed fee listed above does not include permit application fees with the WDNR or other regulatory entities. We estimate these fees will be approximately \$1,200. We will pay these application fees on the City's behalf and invoice the City for reimbursement plus a 10% administrative fee.

Contract Terms and Conditions

Attached are "Contract Terms and Conditions" which will apply to the services and which are incorporated into this proposal by reference.

Acceptance

If this proposal and terms and conditions are acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed.

This proposal is valid until August 31, 2024 unless extended by us in writing.

Proposed by Consultant:

Ayres Associates Inc



Pete Haug, PE
Manager – Water Resources



Adam Schneider, PE
Senior Project Manager

Accepted by Owner:

City of Sheboygan
Owner's Name

Signature

Name

Title

Date

Attachments: Contract Terms and Conditions
Appendix 1 - Reimbursable Expenses Schedule
Appendix 2 - Standard Hourly Rates Schedule

**AYRES ASSOCIATES
CONTRACT TERMS AND CONDITIONS**

1. Performance of Services: Consultant shall perform the services outlined in its proposal to Owner in consideration of the stated fee and payment terms.

2. Billing and Payment: Invoices for Consultant's services shall be submitted to Owner on a monthly basis. Invoices shall be due and payable within 30 days from date of invoice. If any invoice is not paid within 30 days, Consultant may, after giving 7 days' notice, without waiving any claim or right against Owner, and without liability whatsoever to Owner, suspend or terminate the performance of services. Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance, or the maximum rate of interest permitted by law, if less. Payment will be credited first to any interest owed to Consultant, then to principal. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to the Consultant's compensation. Owner shall pay all costs of collection, including reasonable attorney's fees and costs incurred by consultant, in collecting any amounts due from Owner. No deductions or offsets shall be made from Consultant's compensation or expenses on account of any setoffs or back charges. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Consultant in writing of the specific basis for doing so, may withhold only the portion so disputed, and must pay the undisputed portion.

3. Access to Site: Owner shall furnish right-of-entry on the project site for Consultant and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. Consultant will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

4. Location of Utilities: Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information or instructions which have been furnished to Consultant by others.

5. Hazardous Materials: In the event that unanticipated potentially hazardous materials are encountered during the course of the project, Owner agrees to negotiate a revision to the scope of services, time schedule, fee, and contract terms and conditions. If a mutually satisfactory agreement cannot be reached between both parties, the contract shall be terminated and Owner agrees to pay Consultant for all services rendered, including reasonable termination expenses. Owner acknowledges that Consultant is performing professional services for Owner and that Consultant is not and will not be required to become an "owner", "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the site in connection with Consultant's activities under this agreement.

6. Insurance: Consultant shall maintain Workers' Compensation, General Liability, and Automobile Liability Insurance during its services for Owner. Consultant shall furnish a Certificate of Insurance to Owner upon written request. Owner agrees that Consultant shall not be liable or responsible to Owner for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.

7. Limitation of Professional Liability: Owner agrees to limit Consultant's professional liability for any and all claims for loss, damage or injury, including but not limited to, claims for negligence, professional errors or omissions, strict liability, and breach of contract or warranty, to an amount of \$50,000.00 or Consultant's fee, whichever is greater. In the event that Owner does not wish to limit Consultant's professional liability to this sum, Consultant agrees to raise the limitation of liability to a sum not to exceed \$1,000,000.00 for increased consideration of ten percent (10%) of the total fee or \$500.00, whichever is greater, upon receiving Owner's written request prior to the start of Consultant's services.

8. Opinions of Probable Costs: Consultant's opinions of probable project costs are made on the basis of Consultant's experience, qualifications and judgment; but Consultant cannot and does not guarantee that actual project costs will not vary from opinions of probable cost.

9. Construction Review: Consultant does not accept responsibility for the design of a construction project unless the Consultant's contract includes review of the contractor's shop drawings, product data, and other documents, and includes site visits during construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents.

10. Construction Observation: On request, Consultant shall provide personnel to observe construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents. This construction observation shall not make Consultant a guarantor of the contractor's work. The contractor shall continue to be responsible for the accuracy and adequacy of all construction performed. In accordance with generally accepted practice, the contractor will be solely responsible for the methods of construction, direction of personnel, control of machinery, and falsework, scaffolding, and other temporary construction aids. In addition, all matters related to safety in, on, or about the construction site shall be under the direction and control of the contractor and Consultant shall have no responsibility in that regard. Consultant shall not be

required to verify any part of the work performed unless measurements, readings, and observations of that part of the construction are made by Consultant's personnel.

11. Standard of Performance: The standard of care for all professional services performed or furnished by Consultant under this contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant does not make any warranty or guarantee, expressed or implied, nor is this contract subject to the provisions of any uniform commercial code. Similarly, Consultant will not accept those terms and conditions offered by Owner in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

12. Ownership and Use of Documents: All documents produced by Consultant under this contract are instruments of Consultant's professional service and Consultant owns the documents including all associated copyrights and the right of reuse at the discretion of the Consultant. Engineer grants Owner a limited license to use the documents on the project, project extension and for related uses of the Owner subject to receipt of full payment due, and such license to Owner shall not create any rights in third parties. Owner shall indemnify and hold harmless Consultant and its officers, directors, employees and Subconsultants from all claims, damages, losses, and expenses, including reasonable attorney fees, arising out of or resulting from any use, reuse, or modification of documents without written verification, completion or adaptation by Consultant.

13. Electronic Files: Owner and Consultant agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this contract is executed. Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by Consultant and electronic files, the hard-copy documents shall govern.

14. Financial and Legal Services: Consultant's services and expertise do not include the following services, which shall be provided by Owner if required: (1) Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services; (2) Legal services with regard to issues pertaining to the Project as Owner requires, Contractor(s) raises, or Consultant reasonably requests; and (3) Such auditing services as Owner requires to ascertain how or for what purpose any Contractor has used the money paid.

15. Termination of Services: This contract may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Owner shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses incurred prior to termination, and reasonable termination expenses incurred as the result of termination. Consultant shall have no liability to Owner on account of termination for cause by Consultant.

16. Controlling Law: This contract is to be governed by the law of the place of business of Consultant at the address in its proposal to Owner.

17. Assignment of Rights: Neither Owner nor Consultant shall assign, sublet or transfer any rights under or interest in this contract (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this contract. Nothing contained in this paragraph shall prevent Consultant from employing such independent subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

18. Third Party Benefits: This contract does not create any benefits for any third party.

19. Dispute Resolution: Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the following dispute resolution provision. If direct negotiations fail, Owner and Consultant agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this contract or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this contract prior to exercising other rights under law.

20. Exclusion of Special, Indirect, Consequential, and Liquidated Damages: Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

21. Betterment: If, due to Consultant's negligence, a required item or component of the project is omitted from the construction documents, Consultant's liability shall be limited to the reasonable cost of correction of the construction, less what Owner's cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

22. Severability: To the extent that any provision of this contract is finally adjudged invalid by a court of competent jurisdiction, that provisions shall be deleted or modified, as necessary, to make it enforceable, and the remaining provisions of this contract shall remain in full force and effect and be binding upon the parties hereto.

23. California Privacy Rights Act Employer

24. Entire Agreement: This agreement contains the parties entire understanding and supersedes all prior negotiations or agreements over the services described herein. This contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

25. Notice of Lien Rights: Ayres Associates Inc hereby notifies owner that persons or companies furnishing labor or materials, including engineering, architectural, and surveying services, for the improvement of or construction on owner's land may have lien rights on owner's land and buildings if not paid. Owner should give a copy of this notice to their mortgage lender, if any. Ayres Associates Inc agrees to cooperate with the owner and owner's lender, if any, for resolution of POTENTIAL LIEN claims made as part of this contract.

Reimbursable Expense Schedule (Effective May 05, 2024)

Policy: It's the policy of Ayres Associates Inc. that costs associated with equipment and supplies identified as having been used on a specific project be charged to that project and not to general overhead. All equipment rates are based on actual costs and formally audited annually.

Company-Owned Equipment

ENVIRONMENTAL MONITORING, SAMPLING, TESTING:

Groundwater Sampling	\$3.00 Sample
Hydrolift Pump	\$16.00 Day
Nuclear Density	\$48.60 Day
Soil Sampling	\$7.25 Sample
Temp/pH/Conductivity Meter	\$11.60 Day
Vapor Sampling	\$3.00 Sample
Water Level Meter	\$4.15 Day

CONSTRUCTION TESTING AND SAMPLING:

Concrete/Testing Equipment	\$75.60 Day
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PHOTOGRAMMETRIC AND SURVEYING:

360 Camera	\$50.60 Day
Depth Sounder Meter	\$505.00 Day
Geospatial Workstation	\$3.10 Hour
Drone - Common	\$160.00 Day
Drone - Inspection	\$1,430.00 Day
Drone - LiDAR	\$2,395.00 Day
GPS	\$70.50 Day
High Precision Digital Level	\$40.35 Day
Laser/Automatic Level	\$24.75 Day
Phase One Camera	\$490.00 Day
Terrestrial LiDAR System	\$350.00 Day
Total Station (Robotic)	\$105.00 Day
True View UAS LiDAR System	\$2,800.00 Day

STRUCTURAL ABOVE/UNDER WATER INSPECTION :

Air Tank	\$26.65 Tank
NDT/Testing Equipment	\$435.00 Day

SUBSURFACE UTILITY EQUIPMENT:

Electronic Locating Device	\$42.70 Day
VAC Truck	\$790.00 Day

TRAFFIC DATA COLLECTION:

Miovision Scout VCU	\$130.00 Day
Traffic Counter	\$73.25 Day

TRANSPORTATION:

All-Terrain Utility Vehicle (ATV/UTV)	\$105.00 Day
Boat/Motor/Trailer	\$430.00 Day
Company Trucks	\$1.10 Mile
Personal Auto	Current IRS Rate

Rented Equipment

Employee-owned Dive Gear	\$15.00 Day
Employee-owned Wet Suit	\$10.00 Day
Rental Bucket Lift Truck	\$1,235.00 Day

Meals and Lodging (as of October 01, 2023)

Traveler reimbursement is dependent upon where the project is located, not the accommodations nor where the office is located. Meal and lodging rates are consistent with rates posted on the US Government's Federal Travel Regulations website at: www.gsa.gov/perdiem

The following table shows the breakdown of the Basic (CONUS) rate for lodging, continental breakfast/breakfast, lunch, and dinner. The current CONUS per diem rate is \$166 for lodging and meals.

Rate	Explanation	Basic Rate
Description		Continental U.S (CONUS)
Lodging	Standard Rate (excluding taxes)	\$107
M & IE *	Meals and Incidental Expenses per www.gsa.gov website	\$59
<u>Rates for meals segregated by type</u>		
	Continental Breakfast/Breakfast	\$13
	Lunch	\$15
	Dinner	\$26
	Incidental expenses **	\$5
First & Last Day of Travel (Meals @ 75%)		\$44.25

* The meals and incidental expenses (M&IE) rate does include tax and tips in the rate, so travelers will not be reimbursed separately for those items.

** [The Federal Travel Regulation Chapter 300, part 300-3](http://www.gsa.gov), under Per Diem Allowance, describes incidental expenses as: Fees and tips given to porters, baggage carriers, hotel staff, and staff on ships.

Project Location Look-up:

1. Meal and lodging rates differ by location. www.gsa.gov/perdiem
2. For a map of the continental United States go to:
3. Search the projects location by City, State, or Zip Code.
4. Cities not appearing on the website may be located within a county for which rates are listed. www.naco.org
5. To determine what county a city is located in, go to: and choose "County Explorer".



Reimbursable Expense Schedule (Effective May 05, 2024)

Vendor Supplies - Actual Cost

Aerial mapping	Geotechnical testing/lab services	Presentation materials
Aerial Photography	GIS data	Printing/Reproduction/Plots
55 gallon drums	Gloves (rubber or cloth)	Public notice fees
Airfare	GPS equipment	Publications
Aluminum cap domes	Hammer drill & accessories	Rebar
Aluminum caps	Haz Matls Site Database Research	Recording fees
Asphalt lab test	Hub flags	Reference materials
All terrain vehicles	Hubs	Research fees
Audience response devices	Hydrolift pump	Review Fees
Augering devices	Ice	Robotic survey equipment
Baggage fees	Interface probing devices	Rope
Batteries	Internet services, faxes	Safety equipment
Bentonite	Lab services, testing, supplies	Safety supplies
Bid notice fees	Laser level	Sampling Jars
Binders	Lath	Scans
Binding	Legal document costs	Sediment sampling
Bluelines/blueprints	Legal notice fees	Shelby tubes
Bleach	LiDAR/HD Scanning Equipment	Shipping fees
Boat rental	Light rail fees	Shipping/postage (mass mailings)
Boat ramp fees	Locking caps, caps	Shuttles and taxis
Boundary posts/markers	Locking well caps, well caps	Smoke bombs
Camera	Lodging/extended stay	Software – project specific
Car rentals/ fuel	Locks	Soil sample liners
Carbon dioxide tubes	Lumber crayons	Spatulas
Casing	Magic markers	Spikes
Climbing gear	Maps	Stake chasers
Computer flash drives	Marking paint	Stake tack
Concrete	Materials testing (cylinders/aggregate)	Survey markers
Concrete coring	Meals	Syringes
Concrete testing/equipment	Medical monitoring	T posts
Concrete cylinder molds	Medical testing	Teflon bailers
Corner marker pipe	Meeting room rental	Telephone (employee reimb)
Data research/services/materials	Methanol	Temporary help agencies
Decontamination materials	Micron filters	Temporary housing/lodging
Depth-sounder meters	Models	Testing kits
Disposable bailers	Monuments	Tide gauges
Disposable cameras	Multi-spectral scanner	Toll fees
Disposable gloves	Mylar	Total station
Distilled water	Nail marker tabs	Traffic control/protection
Dividers and tab stock	Nails	Traffic counting equipment
Drill bits	Nuclear Density Meter	Traffic data fee
Drone	On-line access fees	Tubing
Dry-lock fast plugs	On-line survey research	Tyvek Suit
Duct tape	Oxygen meter	Ultrasonic/weld testing
Equipment rental	Paper towels	Utility exploration trenching
Fees/permits/licenses titles	Parking fees	Vapor sampling
Fence posts	Permit fees	Vellum
Field books	Pipe	Vials
Filler paper	Pipettes	Video recording equipment
Film/development/photos	Plan fees	Washers
Flagging tape	Plastic bags	Water filters
Flags	Plastic-coated line	Water/Sewer testing equip, sup
Flow & FLOW 3D testing equipment	Plats/recording fees	Water level recording devices
flow meters	Plots	Well materials
Gaskets	Polyethylene bailers	Well seals
Generator rental	Public info meetings/costs	Whiskers

2024 FEE SCHEDULE

Billing Category	(\$)
Principal	\$ 240.00
Senior Project Manager	\$ 210.00
Project Manager II	\$ 190.00
Project Manager I	\$ 160.00
Senior Professional IV	\$ 220.00
Senior Professional III	\$ 200.00
Senior Professional II	\$ 185.00
Senior Professional I	\$ 170.00
Professional IV	\$ 160.00
Professional III	\$ 150.00
Professional II	\$ 140.00
Professional I	\$ 125.00
Engineering Technician	\$ 90.00
Senior Designer	\$ 145.00
SUE/Survey Lead	\$ 140.00
SUE/Survey Technician	\$ 110.00
Field Technician	\$ 85.00
Project Administrator	\$ 120.00
Administrative Assistant	\$ 90.00

DIRECT PROJECT CHARGES

Actual costs incurred. Includes subcontractors, analytical services, printing/graphic services, freight and courier services and use of outside vendors for supplies and materials.

ASSOCIATED PROJECT CHARGES

Associated Project Costs (APC) based on labor fees.....3.85%
APC includes PPE, construction monitoring software, in-house supplies, telecommunications charges, postage (excluding freight costs and courier service), project specific materials and/or small equipment needed, and routine in-house reproduction. Printing and large volume reproduction costs will be invoiced as an outside service.

OTHER COSTS

Ayres Reimbursable Expense Schedule for company owned equipment, vehicles, and software is attached. In addition, reasonable employee's expenses, including meals and lodging incurred during authorized travel, are billed at actual cost or the current CONUS per diem rate. Automobile rental and airfare costs will be invoiced at actual cost.

An administration fee of ten (10) percent will be applied on all direct charges (including subcontractors, travel, direct costs, and service providers).

**CITY OF SHEBOYGAN
RESOLUTION 57-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

AUGUST 5, 2024.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Buyten-Peterson Construction Company for the construction of the Wildwood Parking Lot and Kiwanis Park Improvements.

WHEREAS, the City of Sheboygan advertised for bids to construct the Wildwood Parking Lot and Kiwanis Park Improvements (the “Project”); and

WHEREAS, the lowest bid of the three received was from Buyten-Peterson Construction Company for \$668,234.31; and

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

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

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

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:

Acct. No. 400300-641200 (Capital Project Fund – Street Improvements)	\$219,221.75
Acct. No. 202000-631200 (Federal Grants – Improvements Other Than Buildings)	\$449,012.56


PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

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

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

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: ***Wildwood Parking Lot and Kiwanis Park Improvements.***

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 15, 2024 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.

4.03 *Milestones*

- A. None.

4.04 *Liquidated Damages*

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

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

4.05 *Special Damages*

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

ARTICLE 5 – CONTRACT PRICE

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

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ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

6.03 *Final Payment*

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


6.04 *Interest*

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

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 *Contents*

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


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- b. Payment bond (together with power of attorney).
- 3. Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
- 4. Drawings as listed in the table of contents of the drawings (copy of list attached and incorporated by reference).
- 5. Federal 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 7/25/2024
 - b. Number 2 dated 7/30/2024
- 7. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid consisting of 2 Pages.
- 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.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

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

8.01 *Contractor's Representations*

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


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

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

8.02 *Contractor's Certifications*


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

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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					Item 9.
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	A1-00 52 00		
		Bid Number:	2492-24	Page:	7 of 7

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

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

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

City of Sheboygan

By:

(signature)
Name, Title: Ryan Sorenson, Mayor

Date: _____

Attest:

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

Date: _____

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

Approved by:

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

Approved as to form and Execution by:

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

CONTRACTOR:


Buteyn-Peterson Construction Company

By:

(signature)
Name, Title: _____ (printed)

Date: _____

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

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Table of Contents		
		Section:	A1-00 01 10		
		Bid Number:	2492-24	Page:	1 of 1

Wildwood Parking Lot and Kiwanis Park Improvements

SECTION	TITLE	Pages
00 00 00	PROCUREMENT AND CONTRACTING REQUIREMENTS	
	Introductory Information	
00 01 01	Cover	1
00 01 10	Table of Contents	2
	Procurement Requirements	
00 11 13	Advertisement for Bids	2
00 21 13	Instructions for Bidders	10
00 41 43	Bid Form	6
00 41 44	Unit Price Worksheet	1
00 41 44.1	Quest Unit Price Worksheet	2
00 42 13	Bid Bond	2
00 43 43	Federal Requirements	16
00 45 13	Bidder's Proof of Responsibility	4
00 45 20	Proof of Responsibility and Non-Collusion Affidavit - Subcontractor	4
00 45 50	List of Subcontractors	1
	Contracting Requirements	
00 52 00	Agreement	7
00 55 00	Notice to Proceed	1
00 61 13	Performance Bond Form	3
00 61 14	Payment Bond Form	3
00 62 11	Submittal Cover	1
00 62 76	Application for Payment	2
00 63 63	Change Order Form	2
00 65 16	Certificate of Substantial Completion	1
00 65 18	Contractor's Affidavit of Compliance Certification and Release	1
00 65 19	Consent of Surety to Final Payment	1
00 72 00	Standard General Conditions of the Construction Contract – 2018	78
00 73 00	Supplementary Conditions	13
	GENERAL REQUIREMENTS	
01 11 00	Summary of Work	2
01 14 00	Work Restrictions	5
01 43 00	Quality Assurance	2
01 55 26	Traffic Control	2
01 57 19	Temporary Environmental Controls	2
01 71 23	Construction Staking	2
01 78 00	Closeout Requirements	2
01 78 19	Project Record Requirements	2
31 00 00	EARTHWORK	
31 25 00	Erosion Control and Site Maintenance	3
32 00 00	EXTERIOR IMPROVEMENTS	
32 10 00	Grading, Pavement, Curb and Gutter, and Sidewalk	5
33 00 00	UTILITIES	
33 05 61	Concrete Manholes, Catch Basins and Inlets	7

BID NUMBER: 2492-24

CITY OF SHEBOYGAN DEPARTMENT OF PUBLIC WORKS

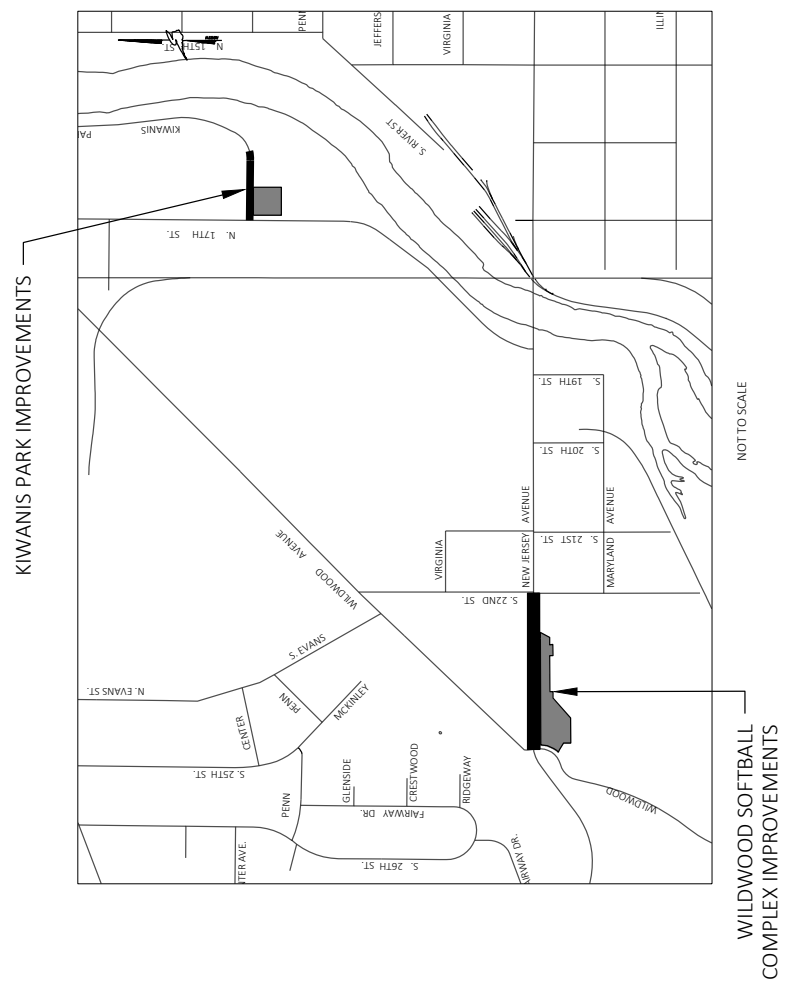


WILDWOOD SOFTBALL COMPLEX AND KIWANIS PARK IMPROVEMENTS

JULY 2024

SEE WILDWOOD SOFTBALL COMPLEX PLAN
SET (PAGES 1-43) FOR NEW JERSEY AVENUE
AND PARKING LOT IMPROVEMENTS.

SEE KIWANIS PARK IMPROVEMENTS PLAN
SET (PAGES 1-30) FOR KIWANIS PARK ROAD
IMPROVEMENTS AND NEW PARKING LOT.



Item 9.

Revision Number	
Revision Description	
Drawn By	
Date	

WILDWOOD SOFTBALL COMPLEX
AND KIWANIS PARK IMPROVEMENTS

TITLE SHEET

City of Sheboygan Department of Public Works Engineering Division 200 Park Street Sheboygan, WI 53081	Designed By TJM	Drawn By TJM	Checked By KEJ	Plot Date 6/18/2024	Plot No. 2492-24	Project Date JULY 2024	Sheet No. 0	Drawing No. COVER
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CITY OF SHEBOYGAN

DEPARTMENT OF PUBLIC WORKS

BID NUMBER: 2492-24

WILDWOOD SOFTBALL COMPLEX

2024 PARKING LOT IMPROVEMENTS

(INCLUDES NEW JERSEY AVENUE ROAD IMPROVEMENTS)

JULY 2024

NEW JERSEY AVENUE
IMPROVEMENTS



NOT TO SCALE

PARKING LOT
LOCATION

Item 9.

INDEX OF SHEETS		
SHEET NO.	DRAWING NO.	DESCRIPTION
1	000CV	TITLE SHEET
2	001GN	GENERAL NOTES
3	002PO	PROJECT OVERVIEW
4	030SC	SURVEY CONTROL
5	040CD-1	TYPICAL SECTIONS
6-15	040CD 2-11	CONSTRUCTION DETAILS
16-17	050RD 1-2	REMOVAL DETAILS
18	070GD	GRADING DETAILS
19	110EC-1	EROSION CONTROL - NOTES
20-21	110EC 2-3	EROSION CONTROL DETAILS
22-23	200SS 1-2	STORM SEWER DETAILS
24	305TC	TRAFFIC CONTROL
25	310SM	SIGNING AND MARKING DETAILS
26-29	400PL 1-4	PAVEMENT REPLACEMENT DETAILS
30	401PD	PAVING DETAILS (BUMP-OUTS)
31-32	402PD 1-2	PAVING DETAILS (PARKING LOT)
33-39	600RD 1-7	CURB RAMP DETAILS
40-43	70DMQ 1-4	MISCELLANEOUS QUANTITIES

WILDWOOD SOFTBALL COMPLEX
2024 PARKING LOT IMPROVEMENTS
(INCLUDES NEW JERSEY AVENUE PEDESTRIAN CROSSING)

TITLE SHEET

CITY OF SHEBOYGAN
PUBLIC WORKS

City of Sheboygan
Department of Public Works
Engineering Division
2025 New Jersey Avenue
Sheboygan, WI 53081

Designed By	TIM
Drawn By	TIM
Checked By	KJ
Plot Date	6/19/2024
Plot No.	2492-24
Project Date	JULY 2024
Sheet No.	1
Drawing No.	000CV-1

Wildwood Sports Complex and Kiwanis Park Improvements (#9209466)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

07/30/2024 10:00 AM CDT

						Buteyn-Peterson Construction Company	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price2	Extension3
	1	1	Mobilization	LS	1	\$25,000.00	\$25,000.00
	2	2	Traffic Control	LS	1	\$5,650.00	\$5,650.00
	3	3	Traffic Control Detour	LS	1	\$2,150.00	\$2,150.00
	4	4	Construction Staking	LS	1	\$10,000.00	\$10,000.00
	5	5	Clearing	Each	6	\$550.00	\$3,300.00
	6	6	Grubbing	Each	7	\$500.00	\$3,500.00
	7	7	Excavation Common	CY	1420	\$20.00	\$28,400.00
	8	8	Pulverize and Relay	SY	5500	\$1.30	\$7,150.00
	9	9	Removing Curb	LF	600	\$10.00	\$6,000.00
	10	10	Removing Pavement	SY	1410	\$15.00	\$21,150.00
	11	11	Removing Tire Stops	Each	52	\$15.00	\$780.00
	12	12	Removing Inlets	Each	4	\$175.00	\$700.00
	13	13	Removing Manholes	Each	1	\$200.00	\$200.00
	14	14	Abandoning Inlet Leads, 8-Inch	LF	81	\$5.00	\$405.00
	15	15	Abandoning Inlet Leads, 10-Inch	LF	55	\$5.00	\$275.00
	16	16	Removing Concrete Sidewalk	SY	1000	\$5.00	\$5,000.00
	17	17	Remove and Re-Install Bicycle Rack	LS	1	\$500.00	\$500.00
	18	18	Adjusting Storm Manhole Minor	Each	4	\$700.00	\$2,800.00
	19	19	Adjusting Storm Manhole Major	Each	3	\$2,150.00	\$6,450.00
	20	20	Adjusting Sanitary Manhole Minor	Each	4	\$850.00	\$3,400.00
	21	21	Adjusting Inlets Minor	Each	4	\$950.00	\$3,800.00
	22	22	N-1 Inlets	Each	3	\$2,650.00	\$7,950.00
	23	23	Manhole 4-ft Dia	Each	1	\$3,550.00	\$3,550.00
	24	24	Inlet Castings	Each	4	\$700.00	\$2,800.00
	25	25	Storm Manhole Casting	Each	9	\$600.00	\$5,400.00
	26	26	Sanitary Manhole Casting	Each	4	\$500.00	\$2,000.00
	27	27	PVC Storm Sewer 8-Inch	LF	5	\$160.00	\$800.00
	28	28	PVC Storm Sewer 10-Inch	LF	5	\$170.00	\$850.00
	29	29	PVC Storm Sewer 12-Inch	LF	92	\$80.00	\$7,360.00
	30	30	PVC Storm Sewer 15-Inch	LF	18	\$215.00	\$3,870.00
	31	31	HMA Pavement 4 LT 58-28 S (12 MIL)	Tons	695	\$95.10	\$66,094.50
	32	32	HMA Pavement 4 LT 58-28 S (19 MIL)	Tons	875	\$112.50	\$98,437.50
	33	33	Tack Coat (0.06 gal per sy)	Gal	510	\$3.00	\$1,530.00
	34	34	Asphaltic Surface	Tons	5	\$159.25	\$796.25
	35	35	Dowel Bars	Each	500	\$15.50	\$7,750.00
	36	36	Pavement Ties	Each	300	\$10.00	\$3,000.00
	37	37	Concrete Base 7-Inch	SY	9	\$78.85	\$709.65
	38	38	Concrete Pavement 7-Inch	SY	825	\$78.85	\$65,051.25
	39	39	Concrete Curb and Gutter 24-Inch	LF	675	\$33.30	\$22,477.50
	40	40	Concrete Curb and Gutter 26-Inch	LF	805	\$32.90	\$26,484.50
	41	41	Concrete Sidewalk 4-Inch	SF	9000	\$6.50	\$58,500.00
	42	42	Concrete Sidewalk 4-Inch, Thickened Edge	SF	900	\$7.80	\$7,020.00
	43	43	Detectable Warning Fields	SF	120	\$35.00	\$4,200.00
	44	44	Detectable Warning Fields Radial	SF	22	\$55.00	\$1,210.00
	45	45	Concrete Driveway 7-Inch	SY	285	\$73.95	\$21,075.75
	46	46	Preparation of Foundation for Asphalt Paving	LS	1	\$1,000.00	\$1,000.00
	47	47	Base Aggregate Dense 3/4-Inch	Tons	175	\$40.00	\$7,000.00
	48	48	Base Aggregate Dense 1 1/4-Inch	Tons	1625	\$16.00	\$26,000.00
	49	49	Breaker Run	Tons	50	\$25.00	\$1,250.00
	50	50	Pavement Marking 4-Inch	LF	1700	\$1.95	\$3,315.00
	51	51	Pavement Marking Parking Stall 4-Inch	LF	3900	\$1.95	\$7,605.00
	52	52	Pavement Marking Crosswalk	LF	70	\$6.50	\$455.00
	53	53	Pavement Marking Crosswalk, Block Style	LF	120	\$15.25	\$1,830.00
	54	54	Pavement Marking Stop Bar	LF	16	\$5.75	\$92.00
	55	55	Pavement Marking Bicycle Symbol	Each	2	\$125.00	\$250.00

56	56 Pavement Marking Bicycle Arrow	Each	2	\$125.00	\$250.00
57	57 Pavement Marking Sharrow	Each	2	\$150.00	\$300.00
58	58 Pavement Marking Arrows	Each	4	\$125.00	\$500.00
59	59 Pavement Marking Handicap Symbol	Each	6	\$95.00	\$570.00
60	60 Signs	SF	93.65	\$32.00	\$2,996.80
61	61 Tubular Steel Sign Posts	Each	22	\$245.00	\$5,390.00
62	62 Removing Sign and Sign Post	Each	10	\$50.00	\$500.00
63	63 Moving Sign and Sign Post	Each	1	\$150.00	\$150.00
64	64 Inlet Protection	Each	35	\$70.00	\$2,450.00
65	65 Ditch Checks	Each	2	\$150.00	\$300.00
66	66 Silt Fence	LF	780	\$2.75	\$2,145.00
67	67 Rock Bags	Each	10	\$0.01	\$0.10
68	68 Tracking Pad	Each	1	\$0.01	\$0.01
69	69 Topsoil	SY	2900	\$8.00	\$23,200.00
70	70 Hydro-Seed	SY	2900	\$2.25	\$6,525.00
71	71 Sawing Concrete	LF	1690	\$2.15	\$3,633.50
72	72 Allowance Solar Powered Pedestrian Signs	LS	1	\$15,000.00	\$15,000.00
Base Bid Total:					\$668,234.31