



TWENTY-FOURTH REGULAR COMMON COUNCIL MEETING AGENDA

March 21, 2022 at 6:00 PM

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

"Attitude is a little thing that makes a big difference" - Winston Churchill

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

Notice of the 24th Regular Meeting of the 2021-2022 Common Council at 6:00 PM, MONDAY, March 21, 2022 in City Hall, 3rd Floor - Council Chambers, 828 Center Avenue, Sheboygan, WI. Persons with disabilities who need accommodations to attend the meeting should contact Meredith DeBruin at the City Clerk's Office, 828 Center Avenue, (920) 459-3361.

Members of the public who wish to participate in public forum remotely shall provide notice to the City Clerk at (920) 459-3361 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

OPENING OF MEETING

1. Roll Call

Alderspersons Ackley, Dekker, Felde, Filicky-Peneski, Laster, Mitchell, Perrella, Salazar, Savaglio, Walton may attend meeting remotely

2. Pledge of Allegiance

3. Approval of Minutes

Twenty-third Regular Council Meeting held on March 7, 2022

4. Public Forum

Limit of five people having five minutes each with comments limited to items on this agenda.

5. Mayor's Appointment -

Libby Olbrantz to the Mayor's International Committee

6. Resignation -

Jeanne Bogardus from the Senior Activity Center Commission

7. Confirmation of Mayoral Appointments -

Karen Kober to the Senior Activity Center Commission

8. Mayor's Announcements

Upcoming Community Events, Proclamations, Employee Recognitions

HEARINGS

- 9.** Hearing No. 13-21-22 pursuant to a notice published and personal notices sent by the Finance Director, there is a hearing scheduled for this evening for confirming the exercise of police power in making

assessment for those benefited properties against which assessments are proposed for Parking Assessment District No. 1.

- [10.](#) Hearing No. 14-21-22 pursuant to a notice published and personal notices sent by the Finance Director, there is a hearing scheduled for this evening for confirming the exercise of police power in making assessment for those benefited properties against which assessments are proposed for Parking Assessment District No. 2.
- [11.](#) Hearing No. 15-21-22 pursuant to a notice published and personal notices sent by the Finance Director, there is a hearing scheduled for this evening for confirming the exercise of police power in making assessment for those benefited properties against which assessments are proposed for Parking Assessment District No. 4.
- [12.](#) Hearing No. 16-21-22 pursuant to a notice published and personal notices sent by the Finance Director, there is a hearing scheduled for this evening for confirming the exercise of police power in making assessment for those benefited properties against which assessments are proposed for Parking Assessment District No. 5.

CONSENT

13. Motion to Receive and File all R.O.'s, Receive all R.C.'s and Adopt all Resolutions and Ordinances

- [14.](#) R. C. No. 237-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 113-21-22 by City Clerk submitting a Notice of Claim from Patrick A. Gillette for alleged damages with regard to alleged misconduct by City employees; recommends filing the notice of claim.
- [15.](#) R. C. No. 242-21-22 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 130-21-22 by City Clerk submitting the annual report showing the activity of the Police Department for the period commencing January 1, 2021 and ending December 31, 2021; recommends filing the report.
- [16.](#) R. C. No. 241-21-22 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 131-21-22 by City Clerk submitting the annual report for the City of Sheboygan Fire Department for the year 2021; recommends filing the report.
- [17.](#) R. C. No. 245-21-22 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 132-21-22 submitting a license application; recommends granting the license.
- [18.](#) R. C. No. 239-21-22 by Public Works Committee to whom was referred Res. No. 147-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with Klunck Masonry, LLC for the 2022 Sidewalk Program; recommends adopting the Resolution.
- [19.](#) R. C. No. 260-21-22 by Finance and Personnel Committee to whom was referred Res. No. 148-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the Finance Director to enter into a contract with Tyler Technologies for Tyler Payments; recommends adopting the Resolution.
- [20.](#) R. C. No. 246-21-22 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 150-21-22 by Alderpersons Laster and Salazar establishing the Mayor's Youth Advisory Council (MYAC); recommends adopting the Resolution.
- [21.](#) R. C. No. 238-21-22 by Public Works Committee to whom was referred Res. No. 151-21-22 by Alderpersons Walton and Felde reorganizing and reestablishing a Sustainable Sheboygan Task Force; recommends adopting the Resolution.

- [22.](#) R. C. No. 243-21-22 by Public Works Committee to whom was referred Res. No. 152-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a WISDOT 2022-2026 Transportation Alternative Program (TAP) Application Agreement (dated January 25, 2022) and expressing the support of the Common Council for the proposed project; recommends adopting the Resolution.
- [23.](#) R. C. No. 258-21-22 by Finance and Personnel Committee to whom was referred Res. No. 154-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to remove certain 2020 Tax Roll uncollected delinquent personal property taxes from the City of Sheboygan's general ledger; recommends adopting the Resolution.
- [24.](#) R. C. No. 257-21-22 by Finance and Personnel Committee to whom was referred Res. No. 155-21-22 by Alderpersons Mitchell and Filicky-Peneski extending the life of Tax Incremental Financing District No. 6 (TID 6) for one year to fund affordable housing programs and projects within the City of Sheboygan, Wisconsin; recommends adopting the Resolution.
- [25.](#) R. C. No. 256-21-22 by Finance and Personnel Committee to whom was referred Res. No. 156-21-22 by Alderpersons Mitchell and Filicky-Peneski extending the life of Tax Incremental Financing District No. 10 (TID 10) for one year to fund affordable housing programs and projects within the City of Sheboygan, Wisconsin; recommends adopting the Resolution.
- [26.](#) R. C. No. 255-21-22 by Finance and Personnel Committee to whom was referred Res. No. 157-21-22 by Alderpersons Mitchell and Filicky-Peneski extending the life of Tax Incremental Financing District No. 12 (TID 12) for one year to fund affordable housing programs and projects within the City of Sheboygan, Wisconsin; recommends adopting the Resolution.
- [27.](#) R. C. No. 254-21-22 by Finance and Personnel Committee to whom was referred Res. No. 158-21-22 by Alderpersons Mitchell and Filicky-Peneski extending the life of Tax Incremental Financing District No. 13 (TID 13) for one year to fund affordable housing programs and projects within the City of Sheboygan, Wisconsin; recommends adopting the Resolution.
- [28.](#) R. C. No. 253-21-22 by Finance and Personnel Committee to whom was referred Res. No. 159-21-22 by Alderpersons Mitchell and Filicky-Peneski extending the life of Tax Incremental Financing District No. 14 (TID 14) for one year to fund affordable housing programs and projects within the City of Sheboygan, Wisconsin; recommends adopting the Resolution.
- [29.](#) R. C. No. 252-21-22 by Finance and Personnel Committee to whom was referred Res. No. 160-21-22 by Alderpersons Mitchell and Filicky-Peneski extending the life of Tax Incremental Financing District No. 15 (TID 15) for one year to fund affordable housing programs and projects within the City of Sheboygan, Wisconsin; recommends adopting the Resolution.
- [30.](#) R. C. No. 251-21-22 by Finance and Personnel Committee to whom was referred Res. No. 161-21-22 by Alderpersons Mitchell and Filicky-Peneski to whom was referred confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 1; recommends adopting the Resolution.
- [31.](#) R. C. No. 250-21-22 by Finance and Personnel Committee to whom was referred Res. No. 162-21-22 by Alderpersons Mitchell and Filicky-Peneski confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 2; recommends adopting the Resolution.
- [32.](#) R. C. No. 249-21-22 by Finance and Personnel Committee to whom was referred Res. No. 163-21-22 by Alderpersons Mitchell and Filicky-Peneski confirming the exercise of police power in making an

assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 4; recommends adopting the Resolution.

- [33.](#) R. C. No. 248-21-22 by Finance and Personnel Committee to whom was referred Res. No. 164-21-22 by Alderpersons Mitchell and Filicky-Peneski confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 5; recommends adopting the Resolution.
- [34.](#) R. C. No. 240-21-22 by Public Works Committee to whom was referred Res. No. 165-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with Vinton Construction Company, Inc. for the construction of the Calumet Drive Pavement Repair Project; recommends adopting the Resolution.
- [35.](#) R. C. No. 247-21-22 by Finance and Personnel Committee to whom was referred Res. No. 166-21-22 by Alderpersons Mitchell and Filicky-Peneski approving the Green Tier Legacy Communities 2021 Annual Sustainability Report and directing that the document be submitted to the Wisconsin Department of Natural Resources; recommends adopting the Resolution.

REPORT OF OFFICERS

- [36.](#) R. O. No. 134-21-22 by City Plan Commission to whom was referred Gen. Ord. No. 39-21-22 by Alderperson Perrella and R. O. No. 128-21-22 by City Clerk granting Harbor Cafe, LLC, its successors and assigns, the privilege of encroaching upon described portions of 340/342 South Pier Drive in the City of Sheboygan for the purpose of adding an outside seating deck; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, March 15, 2022, and after due consideration, recommends filing the R. O. and adopting the General Ordinance.
- [37.](#) R. O. No. 133-21-22 by City Clerk submitting a Summons and Complaint in the matter of Peter William Reichelsdorfer vs the City of Sheboygan Department of Public Works. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [38.](#) R. O. No. 135-21-22 by City Clerk submitting a claim from Geico Casualty Company for alleged damages that occurred after a motor vehicle accident between Colin McCulley and a City of Sheboygan fire truck. REFER TO FINANCE AND PERSONNEL COMMITTEE

RESOLUTIONS

- [39.](#) Res. No. 169-21-22 by Alderperson Dekker officially recognizing the James Madison Neighborhood Association. LAYS OVER
- [40.](#) Res. No. 168-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the addition of a Neighborhood Engagement Specialist to the City of Sheboygan Table of Organization. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [41.](#) Res. No. 170-21-22 by Alderpersons Felde and Filicky-Peneski authorizing the appropriate City officials to enter into a Master Continuing Disclosure Services Agreement that provides for Ehlers to be retained as the City's Dissemination Agent for Issuer Continuing Disclosure as required pursuant to Securities and Exchange Commission (SEC) Rule 15c2-12. REFER TO FINANCE AND PERSONNEL COMMITTEE

REPORT OF COMMITTEES

- [42.](#) R. C. No. 259-21-22 by Finance and Personnel Committee to whom was referred Res. No. 153-21-22 by Alderpersons Mitchell and Filicky-Peneski awarding the sale of \$2,215,000 General Obligation Promissory Notes, Series 2022A; recommends adopting the Resolution.
- [43.](#) R. C. No. 244-21-22 by Public Works Committee to whom was referred DIRECT REFERRAL Res. No. 167-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with Moss & Associates LLC for real estate consulting services for the Southside Interceptor System Shoreline Infrastructure Protection and Access Project; recommends adopting the Resolution.

GENERAL ORDINANCES

OTHER MATTERS AUTHORIZED BY LAW

- [44.](#) R. O. No. 136-21-22 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
- [45.](#) Res. No. 171-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute an engagement letter with Quarles & Brady LLP to serve as disclosure counsel with regard to General Obligation Promissory Notes. REFER TO FINANCE AND PERSONNEL COMMITTEE

ADJOURN MEETING

- 46.** 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

TWENTY-THIRD REGULAR COMMON COUNCIL MEETING
MINUTES

Monday, March 07, 2022

OPENING OF MEETING

1. Roll Call

Alders present: Ackley, Dekker, Felde, Filicky-Peneski, Laster, Mitchell, Perrella, Salazar (remote), Savaglio, Walton – 10.

2. Pledge of Allegiance

3. Approval of Minutes

MOTION TO APPROVE MINUTES FROM FEBRUARY 21, 2022

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Laster, Mitchell, Perrella, Salazar, Savaglio, Walton – 10.

4. Public Forum

Limit of five people having five minutes each with comments limited to items on this agenda. No one spoke.

5. Mayor's Announcements

Upcoming Community Events, Proclamations, Employee Recognitions

CONSENT

6. Motion to Receive and File all R.O.'s, Receive all R.C.'s and Adopt all Resolutions and Ordinances

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Laster, Mitchell, Perrella, Salazar, Savaglio, Walton – 10.

7. R. C. No. 234-21-22 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 124-21-22 by City Clerk submitting various license applications for the period ending June 30, 2022; recommends granting the license application with warning letter.

MOTION TO RECEIVE THE R. C. AND GRANT THE APPLICATION WITH WARNING LETTER

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Laster, Mitchell, Perrella, Salazar, Savaglio, Walton – 10.

8. R. C. No. 235-21-22 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 130-21-22 by City Clerk submitting a license application for the period ending June 30, 2022; recommends granting the application.

MOTION TO RECEIVE THE R. C. AND GRANT THE APPLICATION

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Laster, Mitchell, Perrella, Salazar, Savaglio, Walton – 10.

9. R. C. No. 230-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 127-21-22 by Director of Planning and Development submitting a communication from the Harbor Centre Business Improvement District requesting that the City of Sheboygan release all funds collected on their behalf and those funds allocated to them for fiscal year 2022; recommends filing the report and approving the finance department to release the funds.

MOTION TO RECEIVE THE R. C. AND FILE THE REPORT AND APPROVE FINANCE DEPARTMENT TO RELEASE FUNDS

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Laster, Mitchell, Perrella, Salazar, Savaglio, Walton – 10.

10. R. C. No. 231-21-22 by Finance and Personnel Committee to whom was referred Res. No. 140-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute the Agreement Between the City of Sheboygan, Lakeland University, and Kohler Credit Union regarding the 2022 Memorial Day parade; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Laster, Mitchell, Perrella, Salazar, Savaglio, Walton – 10.

11. R. C. No. 236-21-22 by Licensing, Hearings, and Public Safety Committee to whom was referred Gen. Ord. No. 40-21-22 by Alderpersons Felde and Ackley amending Sections 26-1007 and 122-14 of the Sheboygan Municipal Code regarding private well abandonment; recommends adopting the Ordinance.

MOTION TO RECEIVE THE R. C. AND ADOPT THE ORDINANCE

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Laster, Mitchell, Perrella, Salazar, Savaglio, Walton – 10.

REPORT OF OFFICERS

12. R. O. No. 130-21-22 by Chief of Police Christopher Domagalski pursuant to section 54-65 of the Municipal Code, submitting the annual report showing the activity of the Police Department for the period commencing January 1, 2021 and ending December 31, 2021. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

13. R. O. No. 131-21-22 by Fire Chief submitting the annual report for the City of Sheboygan Fire Department for the year 2021. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
14. R. O. No. 132-21-22 by City Clerk submitting a license application. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

RESOLUTIONS

15. Res. No. 149-21-22 by Alderpersons Perrella and Ackley expressing the Council's support for Ukraine and the people of Ukraine.

SUSPEND THE RULES AND ADOPT THE RESOLUTION

Motion made by Perrella, Seconded by Ackley.

Before action was taken,

Motion made by Walton, Seconded by Savaglio to amend Resolution to add the following wording:

“While we stand with the people of Ukraine, we condemn action and ideology of the Azov Battalion”.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Laster, Mitchell, Perrella, Salazar, Savaglio, Walton – 8.

Voting Nay: Mitchell and Perrella – 2.

On motion to adopt Resolution as amended,

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Laster, Mitchell, Perrella, Salazar, Savaglio, Walton – 10.

16. Res. No. 147-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with Klunck Masonry, LLC for the 2022 Sidewalk Program. REFER TO PUBLIC WORKS COMMITTEE
17. Res. No. 148-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the Finance Director to enter into a contract with Tyler Technologies for Tyler Payments. REFER TO FINANCE AND PERSONNEL COMMITTEE
18. Res. No. 150-21-22 by Alderpersons Laster and Salazar establishing the Mayor's Youth Advisory Council (MYAC). REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
19. Res. No. 151-21-22 by Alderpersons Walton and Felde reorganizing and reestablishing a Sustainable Sheboygan Task Force. REFER TO PUBLIC WORKS COMMITTEE
20. Res. No. 152-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a WISDOT 2022-2026 Transportation Alternative Program (TAP) Application Agreement (dated January 25, 2022) and expressing the support of the Common Council for the proposed project. REFER TO PUBLIC WORKS COMMITTEE
21. Res. No. 153-21-22 by Alderpersons Mitchell and Filicky-Peneski submitting a draft Resolution awarding the sale of \$2,215,000 General Obligation Promissory Notes, Series 2022A. REFER TO FINANCE AND PERSONNEL COMMITTEE

22. Res. No. 154-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to remove certain 2020 Tax Roll uncollected delinquent personal property taxes from the City of Sheboygan's general ledger. REFER TO FINANCE AND PERSONNEL COMMITTEE
23. Res. No. 155-21-22 by Alderpersons Mitchell and Filicky-Peneski extending the life of Tax Incremental Financing District No. 6 (TID 6) for one year to fund affordable housing programs and projects within the City of Sheboygan, Wisconsin. REFER TO FINANCE AND PERSONNEL COMMITTEE
24. Res. No. 156-21-22 by Alderpersons Mitchell and Filicky-Peneski extending the life of Tax Incremental Financing District No. 10 (TID 10) for one year to fund affordable housing programs and projects within the City of Sheboygan, Wisconsin. REFER TO FINANCE AND PERSONNEL COMMITTEE
25. Res. No. 157-21-22 by Alderpersons Mitchell and Filicky-Peneski extending the life of Tax Incremental Financing District No. 12 (TID 12) for one year to fund affordable housing programs and projects within the City of Sheboygan, Wisconsin. REFER TO FINANCE AND PERSONNEL COMMITTEE
26. Res. No. 158-21-22 by Alderpersons Mitchell and Filicky-Peneski extending the life of Tax Incremental Financing District No. 13 (TID 13) for one year to fund affordable housing programs and projects within the City of Sheboygan, Wisconsin. REFER TO FINANCE AND PERSONNEL COMMITTEE
27. Res. No. 159-21-22 by Alderpersons Mitchell and Filicky-Peneski extending the life of Tax Incremental Financing District No. 14 (TID 14) for one year to fund affordable housing programs and projects within the City of Sheboygan, Wisconsin. REFER TO FINANCE AND PERSONNEL COMMITTEE
28. Res. No. 160-21-22 by Alderpersons Mitchell and Filicky-Peneski extending the life of Tax Incremental Financing District No. 15 (TID 15) for one year to fund affordable housing programs and projects within the City of Sheboygan, Wisconsin. REFER TO FINANCE AND PERSONNEL COMMITTEE
29. Res. No. 161-21-22 by Alderpersons Mitchell and Filicky-Peneski confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 1. REFER TO FINANCE AND PERSONNEL COMMITTEE
30. Res. No. 162-21-22 by Alderpersons Mitchell and Filicky-Peneski confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 2. REFER TO FINANCE AND PERSONNEL COMMITTEE
31. Res. No. 163-21-22 by Alderpersons Mitchell and Filicky-Peneski confirming the exercise of police power in making an assessment for the benefited properties against which assessments

are proposed for Parking Assessment District No. 4. REFER TO FINANCE AND PERSONNEL COMMITTEE

32. Res. No. 164-21-22 by Alderpersons Mitchell and Filicky-Peneski confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 5. REFER TO FINANCE AND PERSONNEL COMMITTEE
33. Res. No. 165-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with Vinton Construction Company, Inc. for the construction of the Calumet Drive Payment Repair Project. REFER TO PUBLIC WORKS COMMITTEE

REPORT OF COMMITTEES

34. R. C. No. 232-21-252 by Finance and Personnel Committee to whom was referred Res. No. 142-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the transfer of funds to repay advances made in 2017 to the Redevelopment Authority from the General Fund and the Capital Projects Fund; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Mitchell, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Laster, Mitchell, Perrella, Salazar, Savaglio, Walton – 10.

35. R. C. No. 227-21-22 by Finance and Personnel Committee to whom was referred DIRECT REFERRAL Res. No. 144-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing an additional \$200,000 of American Rescue Plan Act funds to be allocated to the Small Business Emergency Assistance Program; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Mitchell, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Laster, Mitchell, Perrella, Salazar, Savaglio, Walton – 10.

36. R. C. No. 228-21-22 by Finance and Personnel Committee to whom was referred DIRECT REFERRAL Res. No. 145-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute the Second Amendment of Development Agreement between Oscar Apartments LLC and the City of Sheboygan with regard to the development adjacent to South 15th Street; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Mitchell, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Laster, Mitchell, Perrella, Salazar, Savaglio, Walton – 10.

37. R. C. No. 229-21-22 by Finance and Personnel Committee to whom was referred DIRECT REFERRAL Res. No. 146-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to enter into a Lease-Purchase Agreement with Bell Bank Equipment

Finance to finance the purchase of a 2022 Vactor iMPACT Combination Sewer Cleaner with Freightliner M2 Chassis; recommends adopting the Resolution.

Item 3.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Mitchell, Seconded by Filicky-Peneski.

City Attorney made note that there was a non-substantial change to the lease and the cost may increase slightly. The Resolution allows for any such changes.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Laster, Mitchell, Perrella, Salazar, Savaglio, Walton – 10.

38. R. C. No. 233-21-22 by Finance and Personnel Committee to whom was referred Charter Ord. No. 2-21-22 by Alderpersons Mitchell and Filicky-Peneski (being subject to the home rule provisions of § 66.0101 of the Wisconsin Statutes) to authorize the City Administrator to make certain temporary appointments when there are vacancies in department head level appointive offices where specific provisions for filling said vacancies is not otherwise provided by state law; recommends adopting the Charter Ordinance.

MOTION TO RECEIVE THE R. C. AND ADOPT THE CHARTER ORDINANCE

Motion made by Mitchell, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Laster, Mitchell, Perrella, Salazar, Savaglio, Walton – 10.

GENERAL ORDINANCES

OTHER MATTERS AUTHORIZED BY LAW

39. Res. No. 166-21-22 by Alderpersons Mitchell and Filicky-Peneski approving the Green Tier Legacy Communities 2021 Annual Sustainability Report and directing that the document be submitted to the Wisconsin Department of Natural Resources. REFER TO FINANCE AND PERSONNEL COMMITTEE

ADJOURN MEETING

40. Motion to Adjourn

MOTION TO ADJOURN AT 6:23 PM

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Laster, Mitchell, Perrella, Salazar, Savaglio, Walton – 10.



March 16, 2022

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Libby Olbrantz to be considered for appointment to the Mayor's International Committee to fill a vacancy with the term expiring on 04/18/2022.



RYAN SORENSON, MAYOR

MAYOR'S OFFICE

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI 53081

920-459-3317
www.sheboyganwi.gov

March 21, 2022

Resignation

Jeanne Bogardus from the Senior Activity Center Commission effective immediately.



February 15, 2022

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

SENIOR ACTIVITY CENTER COMMISSION

NAME	TERM START	EXPIRES
Karen Kober	04/20/2021	04/15/2024



RYAN SORENSON, MAYOR



MAYOR'S OFFICE

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI 53081

920-459-3317
www.sheboyganwi.gov

Hearing No. 13 - 21 - 22. March 21, 2022.

Pursuant to a notice published and personal notices sent by the Finance Director, there is a hearing scheduled for this evening for confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District No. 1.

Any interested persons may be heard.

CONFIRMATION



435 E. Walnut
Green Bay, WI 54301
(888)774-7744

SHEB, CITY OF,LEGAL ACCT
828 CENTER AVE STE 110
SHEBOYGAN WI 53081-4442

<u>Account</u>	<u>AD#</u>	<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Payment Method</u>	<u>Payment Amount</u>	<u>Amount Due</u>
GWM-60409220	0005162918	\$34.47	\$0.00	\$34.47	Credit Card	\$0.00	\$34.47
Sales Rep: JBouche		Order Taker: JBouche		Order Created		03/05/2022	
		<u>Product</u>	<u># Ins</u>	<u>Start Date</u>	<u>End Date</u>		
		GWM-SHE-Sheboygan Press	1	03/09/2022	03/09/2022		
		GWM-SHEW-Sheboygan Press Digital	28	03/09/2022	04/05/2022		

* ALL TRANSACTIONS CONSIDERED PAID IN FULL UPON CLEARANCE OF FINANCIAL INSTITUTION

Text of Ad: 03/05/2022

**PARKING ASSESSMENT DISTRICT
CITY OF SHEBOYGAN**

In accordance with Sections 66.0829 and 66.0703, Wis. Stats, the City of Sheboygan declares its intent to exercise its police power and levy special assessments for the calendar year 2021 against all benefited property in the Parking Districts for the assessment of the cost of operation and maintenance thereof.

Parking Assessment District I is that area of the City generally bounded by N. 7th St. on the east, N. 9th St. on the west, Ontario Ave. on the north and Center Ave. on the south.

Parking Assessment District II is that area of the City generally bounded by a line north of Maryland Avenue at the southwest corner of Virginia Ave. and Riverfront Dr. and the Sheboygan River.

Parking Assessment District IV is that area of the City generally bounded by a line along South 12th St., south of Clara Ave., and north of Broadway between the north-south alleys on either side of South 12 St. Parking Assessment District V is that area of the City including Lots 1 through 9 and Lot 11, South Pier Subdivision.

PUBLIC NOTICE IS HEREBY GIVEN, that a Special Assessment has been proposed according to law and that a preliminary report compiled in accordance with 66.0703 (5) will be available for inspection in the Finance Department, City Hall, 828 Center Avenue, Suite #110, between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday. Any interested persons, their agents or attorneys may appear before the City Council of the City of Sheboygan and be heard concerning the matters contained in the preliminary resolutions and the report on March 21st, 2022 at 6:00 p.m., Council Chambers, City Hall, 828 Center Avenue.
Kaitlyn Krueger
Finance Director
March 9, 2022 WNAXLP

Hearing No. 14 - 21 - 22. March 21, 2022.

Pursuant to a notice published and personal notices sent by the Finance Director, there is a hearing scheduled for this evening for confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District No. 2.

Any interested persons may be heard.

CONFIRMATION



435 E. Walnut
Green Bay, WI 54301
(888)774-7744

SHEB, CITY OF,LEGAL ACCT
828 CENTER AVE STE 110
SHEBOYGAN WI 53081-4442

<u>Account</u>	<u>AD#</u>	<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Payment Method</u>	<u>Payment Amount</u>	<u>Amount Due</u>
GWM-60409220	0005162918	\$34.47	\$0.00	\$34.47	Credit Card	\$0.00	\$34.47
Sales Rep: JBouche		Order Taker: JBouche		Order Created		03/05/2022	
<u>Product</u>		<u># Ins</u>	<u>Start Date</u>	<u>End Date</u>			
GWM-SHE-Sheboygan Press		1	03/09/2022	03/09/2022			
GWM-SHEW-Sheboygan Press Digital		28	03/09/2022	04/05/2022			

* ALL TRANSACTIONS CONSIDERED PAID IN FULL UPON CLEARANCE OF FINANCIAL INSTITUTION

Text of Ad: 03/05/2022

PARKING ASSESSMENT DISTRICT
CITY OF SHEBOYGAN
In accordance with Sections 66.0829 and 66.0703, Wis. Stats, the City of Sheboygan declares its intent to exercise its police power and levy special assessments for the calendar year 2021 against all benefited property in the Parking Districts for the assessment of the cost of operation and maintenance thereof.
Parking Assessment District I is that area of the City generally bounded by N. 7th St. on the east, N. 9th St. on the west, Ontario Ave. on the north and Center Ave. on the south.
Parking Assessment District II is that area of the City generally bounded by a line north of Maryland Avenue at the southwest corner of Virginia Ave. and Riverfront Dr. and the Sheboygan River.
Parking Assessment District IV is that area of the City generally bounded by a line along South 12th St., south of Clara Ave., and north of Broadway between the north-south alleys on either side of South 12 St. Parking Assessment District V is that area of the City including Lots 1 through 9 and Lot 11, South Pier Subdivision.
PUBLIC NOTICE IS HEREBY GIVEN, that a Special Assessment has been proposed according to law and that a preliminary report compiled in accordance with 66.0703 (5) will be available for inspection in the Finance Department, City Hall, 828 Center Avenue, Suite #110, between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday. Any interested persons, their agents or attorneys may appear before the City Council of the City of Sheboygan and be heard concerning the matters contained in the preliminary resolutions and the report on March 21st, 2022 at 6:00 p.m., Council Chambers, City Hall, 828 Center Avenue.
Kalllyn Krueger
Finance Director
March 9, 2022 WNAXLP

Hearing No. 15 - 21 - 22. March 21, 2022.

Pursuant to a notice published and personal notices sent by the Finance Director, there is a hearing scheduled for this evening for confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District No. 4.

Any interested persons may be heard.

CONFIRMATION



435 E. Walnut
Green Bay, WI 54301
(888)774-7744

SHEB, CITY OF,LEGAL ACCT
828 CENTER AVE STE 110
SHEBOYGAN WI 53081-4442

<u>Account</u>	<u>AD#</u>	<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Payment Method</u>	<u>Payment Amount</u>	<u>Amount Due</u>
GWM-60409220	0005162918	\$34.47	\$0.00	\$34.47	Credit Card	\$0.00	\$34.47
Sales Rep: JBouche		Order Taker: JBouche			<u>Order Created</u>	03/05/2022	
<u>Product</u>				<u># Ins</u>	<u>Start Date</u>	<u>End Date</u>	
GWM-SHE-Sheboygan Press				1	03/09/2022	03/09/2022	
GWM-SHEW-Sheboygan Press Digital				28	03/09/2022	04/05/2022	

* ALL TRANSACTIONS CONSIDERED PAID IN FULL UPON CLEARANCE OF FINANCIAL INSTITUTION

Text of Ad: 03/05/2022

PARKING ASSESSMENT DISTRICT
CITY OF SHEBOYGAN
In accordance with Sections 66.0829 and 66.0703, Wis. Stats., the City of Sheboygan declares its intent to exercise its police power and levy special assessments for the calendar year 2021 against all benefited property in the Parking Districts for the assessment of the cost of operation and maintenance thereof.
Parking Assessment District I is that area of the City generally bounded by N. 7th St. on the east, N. 9th St. on the west, Ontario Ave. on the north and Center Ave. on the south.
Parking Assessment District II is that area of the City generally bounded by a line north of Maryland Avenue at the southwest corner of Virginia Ave. and Riverfront Dr. and the Sheboygan River.
Parking Assessment District IV is that area of the City generally bounded by a line along South 12th St., south of Clara Ave., and north of Broadway between the north-south alleys on either side of South 12 St. Parking Assessment District V is that area of the City including Lots 1 through 9 and Lot 11, South Pier Subdivision.
PUBLIC NOTICE IS HEREBY GIVEN, that a Special Assessment has been proposed according to law and that a preliminary report compiled in accordance with 66.0703 (5) will be available for inspection in the Finance Department, City Hall, 828 Center Avenue, Suite #110, between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday. Any interested persons, their agents or attorneys may appear before the City Council of the City of Sheboygan and be heard concerning the matters contained in the preliminary resolutions and the report on March 21st, 2022 at 6:00 p.m., Council Chambers, City Hall, 828 Center Avenue.
Kaitlyn Krueger
Finance Director
March 9, 2022 WNAXLP

Hearing No. 16 - 21 - 22. March 21, 2022.

Pursuant to a notice published and personal notices sent by the Finance Director, there is a hearing scheduled for this evening for confirming the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District No. 5.

Any interested persons may be heard.

CONFIRMATION



435 E. Walnut
Green Bay, WI 54301
(888)774-7744

SHEB, CITY OF,LEGAL ACCT
828 CENTER AVE STE 110
SHEBOYGAN WI 53081-4442

<u>Account</u>	<u>AD#</u>	<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Payment Method</u>	<u>Payment Amount</u>	<u>Amount Due</u>
GWM-60409220	0005162918	\$34.47	\$0.00	\$34.47	Credit Card	\$0.00	\$34.47
Sales Rep: JBouche		Order Taker: JBouche			<u>Order Created</u>	03/05/2022	
<u>Product</u>				<u># Ins</u>	<u>Start Date</u>	<u>End Date</u>	
GWM-SHE-Sheboygan Press				1	03/09/2022	03/09/2022	
GWM-SHEW-Sheboygan Press Digital				28	03/09/2022	04/05/2022	

* ALL TRANSACTIONS CONSIDERED PAID IN FULL UPON CLEARANCE OF FINANCIAL INSTITUTION

Text of Ad: 03/05/2022

PARKING ASSESSMENT DISTRICT
CITY OF SHEBOYGAN
In accordance with Sections 66.0829 and 66.0703, Wis. Stats., the City of Sheboygan declares its intent to exercise its police power and levy special assessments for the calendar year 2021 against all benefited property in the Parking Districts for the assessment of the cost of operation and maintenance thereof.
Parking Assessment District I is that area of the City generally bounded by N. 7th St. on the east, N. 9th St. on the west, Ontario Ave. on the north and Center Ave. on the south.
Parking Assessment District II is that area of the City generally bounded by a line north of Maryland Avenue at the southwest corner of Virginia Ave. and Riverfront Dr. and the Sheboygan River.
Parking Assessment District IV is that area of the City generally bounded by a line along South 12th St., south of Clara Ave., and north of Broadway between the north-south alleys on either side of South 12 St. Parking Assessment District V is that area of the City including Lots 1 through 9 and Lot 11, South Pier Subdivision.
PUBLIC NOTICE IS HEREBY GIVEN, that a Special Assessment has been proposed according to law and that a preliminary report compiled in accordance with 66.0703 (5) will be available for inspection in the Finance Department, City Hall, 828 Center Avenue, Suite #110, between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday. Any interested persons, their agents or attorneys may appear before the City Council of the City of Sheboygan and be heard concerning the matters contained in the preliminary resolutions and the report on March 21st, 2022 at 6:00 p.m., Council Chambers, City Hall, 828 Center Avenue.
Kaitlyn Krueger
Finance Director
March 9, 2022 WNAXLP

IV

R. C. No. 237- 21 - 22. By FINANCE AND PERSONNEL COMMITTEE. March 21, 2022.

Your Committee to whom was referred R. O. No. 113-21-22 by City Clerk submitting a Notice of Claim from Patrick A. Gillette for alleged damages with regard to alleged misconduct of City employees; recommends filing the notice of claim.

_____	_____
_____	_____
_____	_____
	Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

R. O. No. 113 - 21 - 22. By City Clerk. January 4, 2022.

Submitting a Notice of Claim from Patrick A. Gillette for alleged damages with regard to alleged misconduct by City employees.

Exp
file

CITY CLERK

**PATRICK A. GILLETTE
915 NORTH AVENUE
SHEBOYGAN, WI 53893**

PLAINTIFF

**CITY ATTORNEY, CHARLES ADAMS
CITY HALL
828 CENTER AVENUE
SHEBOYGAN, WI 53081**

**ATTORNEY FOR RESPONDENTS
CITY OF SHEBOYGAN
COUNTY OF SHEBOYGAN
STATE OF WISCONSIN**

NOTICE OF CLAIM

Now comes the Plaintiff, Patrick A. Gillette, who claims injury by the intentional individual acts of malice, misconduct, malfeasance, and conspiracy to act in concert with each other by the following respondents:

1. City Attorney, Charles Adams
2. Director of Human Resources, Vicki Schneider
3. City Clerk, Meredith De Bruin
4. Robert Lettre, President of the Police and Fire Commission
5. Christopher Domalgalski, Chief of Police
6. Kurt Zempel, Captain of the PD Patrol Division
7. Michael Stelter, Lt. of the PD Patrol Division
8. Kendra Zipperer, Officer of the PD Patrol Division

Pursuant to Wis. Stat. 893.82, this claim for damages to include time and materials, and pain and suffering, not to exceed \$50,000. The immunity clause is hereby waived on the bases of intentional acts performed by the respondents.

Notwithstanding SS 893.82, plaintiff claims all rights under:

1. The Constitution of the State of Wisconsin, Article I, Section 9
2. The Constitution of the State of Wisconsin, Article I, Section 9(m)

3. Federal Rights under:

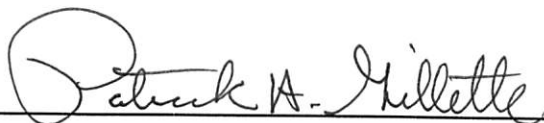
- a. USC Title 42, Section 1983 Civil Action for Deprivation of Rights
- b. USC Title 42, Section 1985 Conspiracy to interfere with Civil Rights
- c. USC Title 42, Section 1986 Action for neglect to prevent

Plaintiff further reserves all rights, included but not enumerated in this claim to exercise his rights to extend beyond the limitations of SS 893.82.

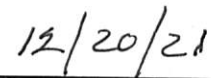
Plaintiff complains that individual acts, and acts in consortium, were performed by the respondents since October 4, 2021, causing injury and civil rights violations whereby:

- 1. On October 4, 2021, the Plaintiff did file a Verified Formal Complaint, directed and addressed to the President of the Police and Fire Commission.
- 2. On October 4, 2021, said complaint was filed with the Director of Human Resources and with the City Clerk, at 828 Center Avenue, Sheboygan, Wisconsin.
- 3. That said complaint was directed by the Director of Human Resources and the City Clerk to the City Attorney and not to the PFC President.
- 4. That the City Attorney and the President of the Police and Fire Commission failed to act on said complaint.
- 5. That all stated respondents conspired to intentionally interfere with the process of that complaint.
- 6. That by these actions the conspirators have delayed and caused injury and civil rights violations to the plaintiff.

The Plaintiff personally filed this Notice of Claim to the Office of the City Clerk, 828 Center Avenue, Sheboygan, WI 53081, on December 20, 2021, and within the 120 days specified in SS 893.82.



Signed



Dated

PATRICK A. GILLETTE
915 NORTH AVENUE
SHEBOYGAN, WI 53893

PLAINTIFF

CITY ATTORNEY, CHARLES ADAMS
CITY HALL
828 CENTER AVENUE
SHEBOYGAN, WI 53081

ATTORNEY FOR RESPONDENTS
CITY OF SHEBOYGAN
COUNTY OF SHEBOYGAN
STATE OF WISCONSIN

NOTICE OF CLAIM: SUPPLIMENTAL AMENDMENT

Now comes the Plaintiff, Patrick A. Gillette, who claims injury by the intentional individual acts of malice, misconduct, malfeasance, and conspiracy to act in concert with each other by the following respondents:

1. City Attorney, Charles Adams
2. Director of Human Resources, Vicki Schneider
3. City Clerk, Meredith De Bruin
4. Robert Lettre, President of the Police and Fire Commission
5. Christopher Domalgalski, Chief of Police
6. Kurt Zempel, Captain of the PD Patrol Division
7. Michael Stelter, Lt. of the PD Patrol Division
8. Kendra Zipperer, Officer of the PD Patrol Division

AMMENDED TO ADD TO THE RESPONDENT'S LIST

1. Ryan Sorenson, Mayor of the City of Sheboygan
2. Dean Dekker, Alderman and Chairman of the Common Council Committee of the Whole for the City of Sheboygan

AMMENDED TO ADD PLAINTIFF'S ADDITIONAL CLAIM OF INJURIES

1. The additional Respondents had prior knowledge of, and the ability to prevent, such injuries.
2. That all Respondents, in concert, did in fact cause the injury to the Plaintiff of defamation of character.

A copy of the Original Notice of Claim, filed on December 20, 2021, is attached.

AMMENDED TO ADD LIST OF CLAIMS SUPPLIMENTAL TO THE ORIGINAL NOTICE OF CLAIM:

1. Research and preparation of 12 documents at \$200.00 each = \$2400.00
2. Miscellaneous communications with respondents and other related witnesses. 24 hours at \$100.00 per hour = \$2400.00
3. Office materials and postage = \$200.00
4. Travel expenses: Auto and travel time. 8 hours at \$100.00 per hour = \$800.00
5. Violation of Civil Rights injuries and Injury of Defamation of Character.

Total Claim of Injuries = \$50,000

I ATTEST AND VERIFY THAT I HAVE PERSONNALLY DELIVERED PERSONAL COPIES OF THE ORIGINAL NOTICE OF INTENT, AND PERSONAL COPIES OF THE SUPPLIMENTAL AMMENDMENT TO THE NOTICE OF CLAIM, TO THE AGENT ADDRESS OF THE FOLLOWING RESPONDENTS, AT 828 CENTER AVENUE, CITY HALL FOR THE CITY OF SHEBOYGAN.

1. City Attorney, Charles Adams
2. Director of human resources, Vicki Schneider
3. City Clerk, Meredith De Bruin
4. Robert Lettre, President of the Sheboygan Police and Fire Commission
5. Ryan Sorenson, Mayor of the City of Sheboygan
6. Dean Dekker, Alderman and Chairman of the Common Council Committee of the Whole

I FURTHER ATTEST AND VERIFY THAT COPIES OF THIS VERY SAME NOTICE OF INTENT AND SAID SUPPLIMENTAL AMMENDMENTS TO THE NOTICE OF INTENT WERE PERSONALLY DELIVERED BY MYSELF, THE PLAINTIFF, TO THE AGENT

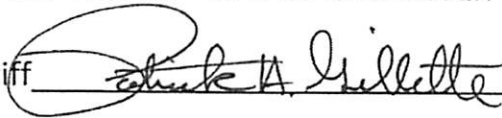
ADDRESS OF THE RESPONDENTS OF THE CITY OF SHEBOYGAN POLICE DEPARTMENT, LOCATED AT 1315 n. 23RD STREET, CITY OF SHEBOYGAN, WI 53081.

RESPONDENTS OF THE SHEBOYGAN POLICE DEPARTMENT

1. Christopher Domalgalski, Chief of Police
2. Kurt Zempel, Captain of Patrol
3. Michael Stelter, Lt. of Patrol
4. Kendra Zipperer, Patrol Officer

ATTESTED TO AND VERIFIED THIS 29TH DAY OF DECEMBER 2021

Patrick A. Gillette, Plaintiff



A handwritten signature in black ink, appearing to read "Patrick A. Gillette", is written over a horizontal line.

IV

R. C. No. 242 21 - 22. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.
March 21, 2022.

Your Committee to whom was referred R. O. No. 130-21-22 by Chief of Police Christopher Domagalski pursuant to section 54-65 of the Municipal Code, submitting the annual report showing activity for the police department for the period commencing January 1, 2021 and ending December 31, 2021; recommends filing the report.

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

R. O. No. 130- 21 - 22. By CHIEF OF POLICE CHRISTOPHER DOMAGALSKI.
March 7, 2022.

Pursuant to section 54-65 of the Municipal Code, I herewith submit my annual report showing the activity for my department for the period commencing January 1, 2021 and ending December 31, 2021.

CHIEF OF POLICE

*SHPS
file*



SPD 2021 ANNUAL REPORT



Item 15.

Christopher Domagalski, Chief of Police
1315 N. 23rd Street, Suite 101 Sheboygan, WI 53081

Table of Contents



SPD Vision, Mission & Values	p. 3-5
Alderpersons	p. 6
Table of Organization	p. 7
Police & Fire Commission	p. 8
Chief's Message	p. 9
2020 Goals	p. 10-13
Budget	p. 14
Internal Investigations	p. 15-16
Use of Force & Search Warrants	p. 17-18
New Hires & Retirees	p. 19-21
SPD K9s	p. 22
Administrative Services Division	p. 23-26
Criminal Investigation Division	p. 27-33
Patrol Division	p. 34-38
Information Services	p. 39-44
Community Outreach	p. 45-59
SPBA Service Awards	p. 60-63
Community Partners	p. 64-65

OUR VISION

For Sheboygan

To be the safest community
of its size in the United States.

Item 15.



OUR MISSION

is to be the model of excellence in policing by working in partnership with the community and others to:

FIGHT crime, the fear of crime and disorder;

ENFORCE laws while safeguarding the constitutional rights of all people;

PROVIDE quality service to all our residents and visitors; and

CREATE a work environment in which we recruit, train and develop an exceptional team of employees.





OUR VALUES

Integrity

Teamwork

Leadership

Competence

Accountability

Professionalism



City of
Sheboygan
spirit on the lake.

Mayor Ryan Sorenson
Chief Administrative Officer Todd Wolf

District	Wards	Aldersperson
1	1, 2	Barb Felde
2	3, 4	Roberta Filicky-Peneski
3	5, 6	Amanda Salazar
4	7, 8	Betty Ackley
5	9, 10	Markus Savaglio

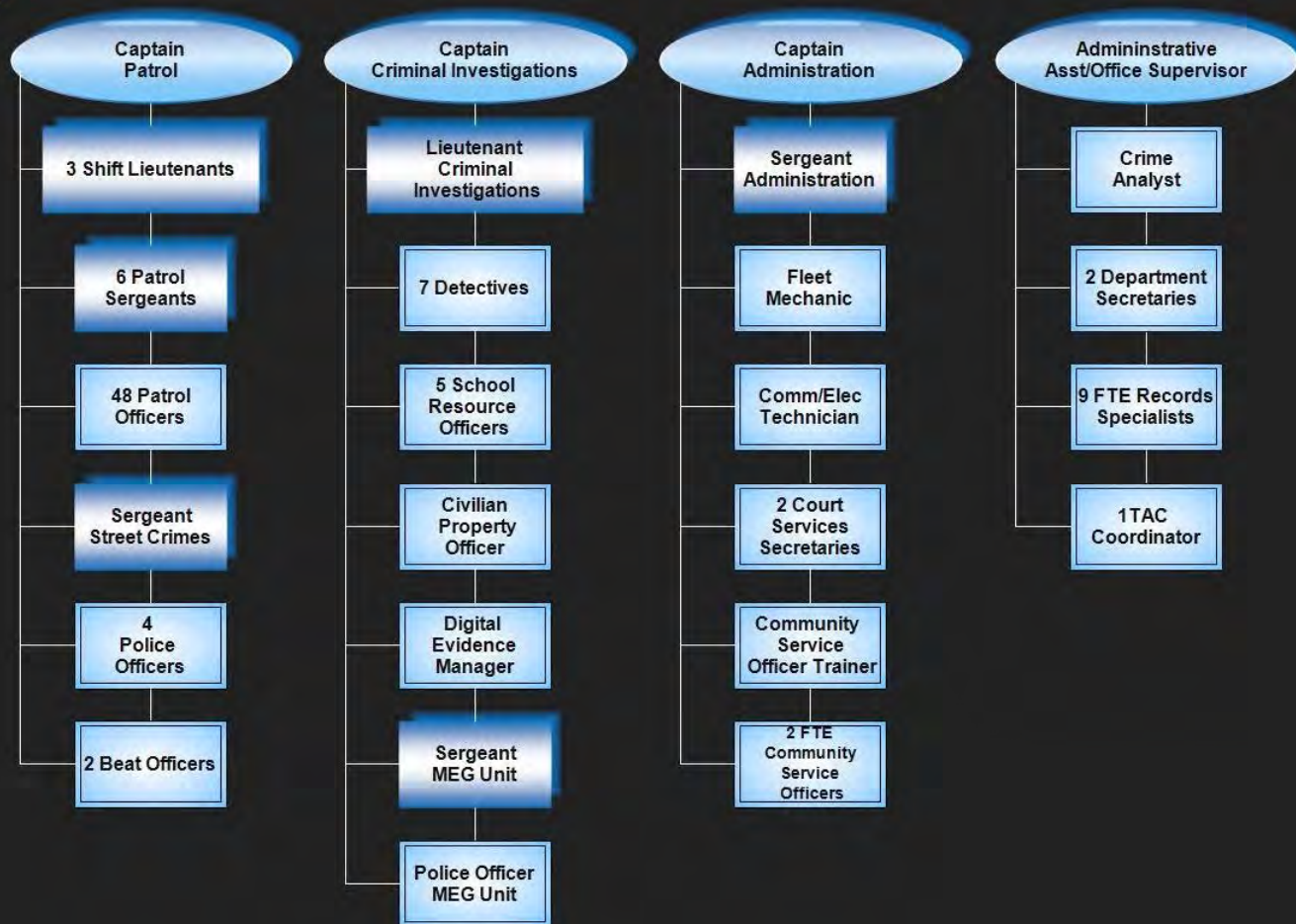
District	Wards	Aldersperson
6	11, 12	Dean Dekker
7	13, 14	Grazia Perrella
8	15, 16	Leslie Laster
9	17, 18	Trey Mitchell
10	19, 20	Andre Walton



Chief of Police

2021 Table of Organization

Item 15.



POLICE & FIRE COMMISSION

2021-2022

President Robert Lettre, Sr.

Secretary Andrew Hopp

Commissioner Jeanne Kliejunas

Commissioner Larry Samet

Commissioner Gerald Jones



Message from the Chief

Item 15.

The Sheboygan Police Department annual report is herein presented for your review. The report provides a snapshot of the Police Department's accomplishments, challenges and key activities.

During 2021 we spent a large amount of our time and resources responding to community needs and impacts related to the pandemic. We continued to see that the availability of in-person treatment and support services for those in the community needing assistance with mental health and substance use disorders was restricted or cut back in response to the pandemic. A significant amount of our calls for service involved responding to check welfare calls, assists and complaints related to mental health or substance use issues, including a 30% increase in involuntary commitments during the year.

In response to this need we focused on strengthening our partnerships with community service providers and advocating for additional resources and new response models such as a co-responder model to try to intervene in these situations with services before they reach a crisis point. The demand for these types of calls severely taxes our resources and restricts our ability to focus on other community issues such as traffic enforcement and neighborhood disorder.

During 2021 our partnership with the Lakeshore Regional Child Advocacy Center grew as they expanded the services they deliver from offices within the Sheboygan Police Department by operating on multiple days a week.

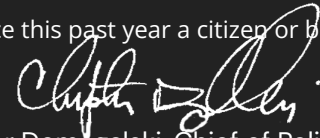
In spite of the challenges we faced, we still experienced a reduction in Part 1 crimes during 2021 with 841 reported crimes in comparison to 973 in 2020 and 945 in 2019. The 841 Part 1 crimes reported in 2021 represents a 50% reduction from the 1,690 reported in 2012. We also continued to see a positive trend in accidents with 1,365 reported in 2021 in comparison to 1,340 in 2020 and 1,592 in 2019.

During 2021 we invested in our community relationships by successfully holding a Citizen's Academy class, a Junior Police Academy, a one-day High School Academy, a Community Conversation, a Unity Walk and a Community BBQ with BACO (Black-American Community Outreach), National Night Out and numerous neighborhood events.

I remain grateful for the opportunity to work with the amazing sworn and professional staff of the Sheboygan Police Department. I am thankful for the inspiration they provide and the professionalism, competence and teamwork they have demonstrated during this past year. I am extremely proud of their work and the difference they make daily in our city. I am also thankful for the strong partnership and support we receive from all city departments and the political leadership in our city.

Finally, we are grateful and blessed to have the privilege to work in such an amazing community. More than once this past year a citizen or business has reached out to lift our spirits at just the right time and we are very thankful for all of you!

Sincerely,



Christopher Domagalski, Chief of Police

2022 Sheboygan Police Department Goals

Item 15.

Goal # 1 – Reduce Crime, Fear and Disorder

Activities: Effectively apply CompStat principles in our daily work.
Focus on prevention and asking the next question to identify and solve problems.
Use crime analysis to create intelligence for use in directing police resource decisions.
Continue partnerships to address blight, revitalize neighborhoods and grow community.
Use data to drive enforcement efforts related to traffic safety.
Identify prolific offenders and work with Health and Human Services, non-profits, Prosecutors, the Courts and Probation and Parole to connect them with treatment and support services and/or develop criminal cases for prosecution.
Continue involvement with the Sheboygan County Treatment Courts and activities that support universal screening, assessment and the development of treatment, monitoring and support services.

Expected Outcomes: Maintain or reduce Part 1 Crimes including an overall Part 1 Crimes target of 900.
Individual crime targets as follows: Robbery ≤ 10 , Aggravated Assaults ≤ 100 , Burglary ≤ 100 and Theft ≤ 800 .
Total Accidents ≤ 1500 .
High Visibility Education and Enforcement deployments = 12.
Pounds of prescription drugs collected ≥ 1200 .

2022 Sheboygan Police Department Goals

Item 15.

Goal # 2 – Build Community Trust

Activities: Increase department messaging through the coordinated and timely release of information.
Build neighborhood capacity by continuing to promote neighborhood associations.
Increase direct contact with citizens through neighborhood meetings, park and walk, and bicycle patrols.
Identify community issues and address through collaborative approach at the neighborhood level.
Continue ongoing efforts to educate the public and coordinate messaging and enforcement around community threats such as drug and alcohol abuse, and distracted and reckless driving.
Coordinate and hold more than 50 neighborhood meetings.
Maintain and leverage beat officer positions.

Expected Outcomes: An informed community with greater awareness of department activity.
Enhanced relationships and greater understanding of the police role across the community.
Increase in collaborative problem solving with the community.
Increase in police legitimacy.

2022 Sheboygan Police Department Goals

Item 15.

Goal # 3 – Create an Organization that Embraces Innovation and Creates Opportunities to Improve

Activities:

- Continue evaluation of workflow and position responsibilities to support department activities and mandates.
- Improve process efficiency.
- Continue training and redesign of associated processes and responsibilities.
- Implement new digital platforms (body worn, squad and interview room) to increase stability, efficiency and reliability.
- Place 7 new vehicles into service including 2 hybrid models.
- Complete transition to ESRI GIS platform for crime analysis.
- Emphasize the connection of department values to daily decision making.
- Practice the judicious and impartial use of police authority.
- Use shift briefings and roll call time to share priority information and follow-up.

Expected Outcomes:

- Create public value by operating within the authorized budget and working towards continuous improvement.
- Improved stability, efficiency and reliability of digital platforms.
- More dependable systems and enhanced customer service.
- Clear internal expectations and procedural justice.
- Increase in voluntary compliance with community norms, decrease in use of force and increase in police legitimacy.
- Increased situational awareness and effectiveness.

2022 Sheboygan Police Department Goals

Item 15.

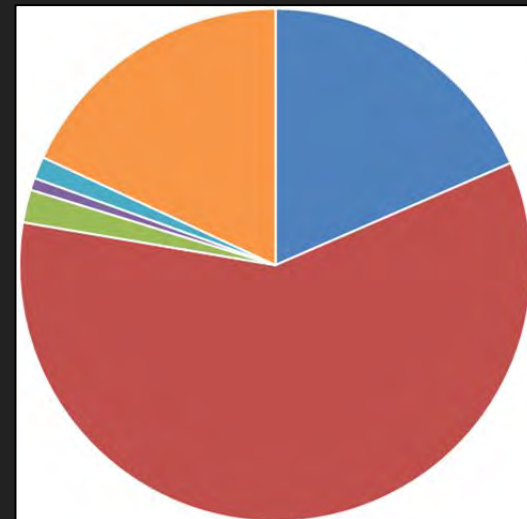
Goal # 4 – Enhance Employee Culture and Morale and Create an Environment Where Employees Have a Heightened Sense of Pride in the Organization.

Activities: Ensure goals and objectives are set for all employees during evaluation process and tie evaluation to organizational goals and personal development plan. Focus on professional development.
Celebrate successes of the organization.
Deliver key training across the department: including minimal facts, professional communication, legal updates, Crisis Intervention Training, Integrating Communications and Tactics (ICAT), and supervisory development.
Continue Leadership in Police Organization training for all levels of the department and increase ownership of problems and concerns.
Continue ARMOR Academy, resiliency, peer support, and officer wellness activities.

Expected Outcomes: Increased camaraderie, pride and trust among all Police Department employees.
Enhanced employee motivation, satisfaction and pride in the organization.
Healthier and more resilient workforce.
Enhanced relationships.

SPD Budget

	2017	2018	2019	2020	2021
Administration	\$2,059,242.70	\$1,623,855.00	\$2,176,022.00	\$2,380,261.00	\$2,339,784.00
Patrol	\$7,082,247.02	\$7,054,479.00	\$6,875,771.00	\$7,620,779.00	\$7,665,276.00
Fleet Maintenance	\$227,927.00	\$252,281.00	\$217,371.00	\$267,505.00	\$256,777.00
Parking Enforcement	\$94,900.73	\$125,002.00	\$92,536.00	\$98,301.00	\$98,548.00
Facility	\$161,909.79	\$170,290.00	\$165,398.00	\$179,500.00	\$183,749.00
Criminal Investigation Division	\$1,975,949.68	\$2,191,366.00	\$2,120,141.00	\$2,329,618.00	\$2,363,045.00
Total Budget	\$11,602,177.00	\$11,417,273.00	\$11,647,239.00	\$12,875,964.00	\$12,907,179.00



Internal Investigations



31 internal investigations were conducted in 2021. Of those investigations, 20 were initiated by the Department, and 7 were citizen complaints.

Item 15.

DEPARTMENT INITIATED INTERNAL INVESTIGATIONS BY YEAR

INVESTIGATIVE FINDINGS	2017	2018	2019	2020	2021
SUSTAINED	15	15	10	11	20
NOT SUSTAINED	1	0	2	1	0
UNFOUNDED	1	1	1	1	2
EXONERATED	0	0	3	3	0
NO FORMAL COMPLAINT	0	0	0	0	2
TOTAL	17	16	16	16	24

Sustained = The allegation is supported by sufficient proof.

Not Sustained = The evidence is not sufficient to prove or disprove the allegation.

Unfounded = The allegation is false or otherwise not based on valid facts.

Exonerated = The incident that occurred or was complained against was lawful and proper.

Internal Investigations



CITIZEN COMPLAINTS BY YEAR

INVESTIGATIVE FINDINGS	2017	2018	2019	2020	2021
SUSTAINED	2	1	2	2	0
NOT SUSTAINED	0	0	3	1	2
UNFOUNDED	1	2	1	5	0
EXONERATED	0	2	3	3	5
NO FORMAL COMPLAINT	0	2	1	0	0
TOTAL	3	7	10	11	7

- Sustained = The allegation is supported by sufficient proof.
 Not Sustained = The evidence is not sufficient to prove or disprove the allegation.
 Unfounded = The allegation is false or otherwise not based on valid facts.
 Exonerated = The incident that occurred or was complained against was lawful and proper.

Use of Force



USE OF FORCE BY YEAR	2017	2018	2019	2020	2021
DEADLY FORCE	0	0	1*	1	0
DISPLAY FIREARM	62	89	75	72	51
DISPLAY ELECTRONIC CONTROL DEVICE	47	38	25	27	27
DEPLOY ELECTRONIC CONTROL DEVICE	15	7	8	15	13
EMPLOY ACTIVE COUNTERMEASURES	8	5	6	11	5
APPLY HOBBLE DEVICE	7	3	5	7	6
DEPLOY SPECIALTY IMPACT MUNITIONS	1	1	0	1	1
DEPLOY OLEORESIN CAPSICUM SPRAY	1	0	3	4	2
DEPLOY IMPACT WEAPON (BATON)	N/A	N/A	0	1	0
CANINE BITE	0	0	0	0	0
TOTAL	141	143	122	139	105

* Task Force Officer Incident, Ashland, WI

Search Warrants



BY YEAR	2017	2018	2019	2020	2021
January	9	7	10	8	4
February	10	14	16	8	9
March	10	17	18	5	5
April	7	11	9	9	7
May	3	11	21	16	5
June	11	9	9	10	7
July	8	9	8	6	7
August	8	13	9	8	4
September	4	6	6	4	5
October	11	12	8	4	6
November	9	12	10	4	3
December	9	5	3	13	6
Total	99	126	127	95	68

Search Warrants are used to obtain evidence related to a criminal offense. Item 15.

A search warrant is not only obtained for a person or place, but can also be for records and digital data found on electronic devices.

New Hires in 2021

6 new officers joined the SPD in 2021. Officers Tyler Matelski and Rachel Smith took the oath in March. Officers Jordan Stoelb, Stephen Schuldes, Armen Megan and Joshua Becker were all sworn in during August.



Officer Tyler Matelski



Officer Rachel Smith



Officer Jordan Stoelb



Officer Stephen Schuldes



Officer Armen Megan



Officer Joshua Becker

New Hires in 2021

7 new civilian staff joined the SPD in 2021.

We welcomed Digital Evidence Manager Laura Bushey, Fleet Operations Mechanic Ryan Prue, LTE Records Specialist Clerk Janice Koepsell, and Chaplain William Bulson.

Rodolfo Monarrez, Tottie Escobar and Marcus Renzelman also joined the Sheboygan Police Department as Community Service Officers.



Laura Bushey



Ryan Prue



Janice Koepsell



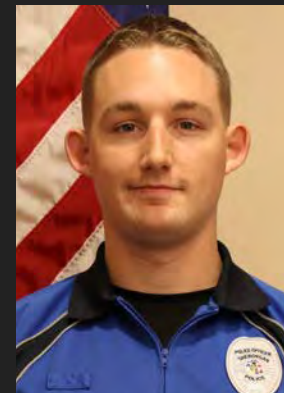
Chaplain William Bulson



CSO Rodolfo Monarrez



CSO Tottie Escobar



CSO Marcus Renzelman

Item 15.

2021 Retirees

We said goodbye to four dear friends as they retired from the Department, all in January of 2021.

Paula Haelfrisch retired after more than 33 years with the department. Russ Schreiner retired after more than 27 years of working with us. Captain Kurt Brasser and Detective Cameron Stewart both had more than 30 years with the SPD when they retired.



Paula Haelfrisch



Russ Schreiner



Captain Kurt Brasser



Detective Cameron Stewart

SPD K9 Unit

The K9s assist officers in many different work-related needs. Their special skills include traffic stops, search warrants, tracks, school searches, and article searching. The Unit also provides community presentations highlighting skills and accomplishments. The K9 unit not only helps locate suspects trying to avoid apprehension, but more importantly our K9 teams are often called up to help locate vulnerable persons throughout Sheboygan County.

The SPD K9 Unit worked diligently in 2021 and was used 570 times. The uses included 498 vehicle sniffs, 9 demonstrations, 30 suspect tracks, 6 school sniffs, 17 building searches for humans, and 10 area searches.

The K9s recovered 13.4 lbs of Marijuana, 9 ounces of Cocaine, 3 lbs of Methamphetamine, 8 grams of Heroin, 7 grams of Fentanyl, 74 doses of Ecstasy, 18 grams of psilocybin mushrooms, and 128 pieces of drug paraphernalia. In addition, 12 illegal firearms were located and \$106,246 in illegal funds were seized. 443 felony, misdemeanor, and ordinance charges were issued as a result of K9 sniffs.



Officer Heimerl
and K9 Grimm

Officer Taylor
and K9 Max

Item 15.



53



ADMINISTRATIVE SERVICES DIVISION

Captain Steve Cobb

Item 15.

The Administrative Services Division is responsible for a variety of support services throughout the department. This includes documenting the training of all department members, recruiting and screening candidates to fill entry level Police Officer positions, managing the police facility, managing the offices of the Sergeant of Administration, Court Services Division, Police Fleet Services, Radios and Communications, and the Volunteer in Police Service Corps.

The Sergeant of Administration is responsible for managing individual members' training, supervising the department's Community Service Officers and School Crossing Guards, managing the department's parking enforcement and traffic functions, and coordinating the Sheboygan Police Citizens Academy.

The Court Services office manages the transfer of all case information between the Police Department and either the City Attorney's office or the Sheboygan County District Attorney's office. This office ensures that there is an efficient transfer of case information and scheduling between the SPD and our prosecuting authorities.

The Police Fleet consists of 38 different motor vehicles. Our fleet manager is responsible for general maintenance and repairs of all vehicles. In addition, each year, the fleet manager is responsible for conversion of newly purchased vehicles into Police Vehicles.

The primary responsibility of the Radio and Electronic Technician is working in support of the Sheboygan County Radio system to ensure that there is an effective radio communications network in place. This involves radio service to over 300 mobile and portable radios that function within the City. In our role as a County partner in this project, our technician supports any radios on our County network. In addition, this office maintains the 911 emergency phone systems, all radio, paging and emergency alert equipment for the City of Sheboygan, and manages the City of Sheboygan telephone network. Working in conjunction with the IT Department, the radio and communications technician maintains several communication and security networks throughout the city. In addition, this position manages mobile data systems for the police department, and services and installs electronic equipment throughout the department.

TRAINING AND CAREER DEVELOPMENT

Item 15.

Over the course of 2021, we supported department goals by providing training that recognizes the need to develop a coordinated tactical response with other first responders in the City. Officers attended 32 hours of in-service, which provided training in the following areas:

- Use of Force: Duty to Intercede
- Mobile Field Force response
- Range Qualifications
- Fraud Investigations
- Anti-Harassment Policy training
- Fair and Impartial Policing
- Domestic Violence Investigations
- Police Strategy: 8 hours of Problem Oriented Policing Technique
- Emergency Vehicle Operations and Pursuit Intervention Techniques

Aside from department in-service, several officers attended additional training focusing on individual development.

Over **6,835** hours of training were provided for sworn personnel, an average of 82 hours per officer.

32 hours of in-service training were provided to all sworn personnel.

1 Officer attended 720-hour recruit academy.

3 members of the Police Department attended Leadership in Police Organizations academy.



10 average hours of policy training were provided per employee through the use of daily training bulletins.

ADMINISTRATIVE SERVICES DIVISION



In our ongoing efforts to maintain compliance with the Juvenile Justice Delinquency Prevention Act, we continued training of officers and auditing of all juveniles held securely at the Sheboygan Police Department.

New policy and training led to only **3 secure juvenile holds** at the Sheboygan Police Facility, a reduction from 203 (98.5%) from when auditing began in 2015.



Managed hiring processes that resulted in the hiring of **4 Police Officers** and **1 Fleet Mechanic** during calendar year 2021, and **6 Police Officers, 1 Radio Communications Technician** and **1 Court Services Secretary** to begin employment January, 2022.



Managed the installation of HVAC control system.



Managed the installation of Access Controls.



Converted **6 new vehicles** into Police Service.

ADMINISTRATIVE SERVICES DIVISION



Item 15.

The Administrative Services section oversees the Volunteers in Police Service program. V.I.P.S. provided a variety of support services until the volunteer members were put on hiatus for their safety during the COVID-19 pandemic.

During 2021, VIPS donated **830** hours

VIPS are led by Coordinator Penny Weber, who has been able to continue helping the Department by working remotely. Other members who volunteered during part of 2021 were Mary Ann Dickfoss, Barb Strauss, Doug Strauss and Mandilynn Race.

Volunteers also include our three current police department chaplains, Chaplain Ethan Tews, Chaplain Michael Thomas and Chaplain William Bulson. The Sheboygan Police Chaplaincy program was developed to serve as a resource to provide spiritual and emotional support to members of the department, their families and members of the public.



ADMINISTRATIVE SERVICES DIVISION



CRIMINAL INVESTIGATIONS DIVISION

Captain James Veese

Item 15.

The Criminal Investigation Division encompasses the Detectives, School Resource Officers, MEG Unit, the Property/Evidence Officer and the Digital Evidence Manager. The Division is responsible for the more complex investigations including homicide, robbery, sexual assault, identity theft, forgery and burglary.

2021 brought change to the Criminal Investigation Division. Capt. Brasser retired and Capt. Veese returned as Divisional Commander. In addition, Officer Todd Danen was promoted to Detective, Officer Israel Deutsch was selected as the new School Resource Officer for Farnsworth Middle School, and Officer Jonathan Smith was selected as the new School Resource Officer for Urban Middle School.

As schools opened, the School Resource Officers along with SASD staff worked to assist students in acclimating to a structured school environment. Persistence and patience along with a friendly presence was key. Educational social media videos were developed early in 2021 to enlighten parents about what their children view and address safety concerns. The Junior Police Academy was also conducted over the course of two sessions.

In 2021, the Criminal Investigation Division handled priority investigations and the number of cases assigned were consistent with 2020. The investigations primarily were sexual assaults, exploitation of children, robbery, burglary, fraud, theft and overdose deaths. Supervision continues to monitor sex offender waivers and handled 43 submissions. Division personnel also developed and provided instruction to other members of the department on law enforcement skills, practices and techniques. Understanding the importance of developing junior officers and refreshing veterans on updates, detectives held sessions on runaway reports, collecting and packaging narcotics, firearms tracing, and sexual assault evidence coding. In addition, personnel provided equipment and trained nine officers as Evidence Technicians. Community outreach was consistent throughout the year, with 21 radio interviews were conducted at WHB crime prevention topics and two additional outreach events were held.

Breakdown of the Cases Assigned to CID	
Total	376
Cleared by Arrest	121
Closed	138
Active	30
Inactive	18
Situation Resolved	49
Unfounded	8
Referred to Other Agency	2
Other	10

Cleared by Arrest: An investigation resulting in at least one arrest.

Closed: An investigation that is closed with no arrests.

Active: Currently assigned and under investigation.

Inactive: A case in which all current investigative leads have been exhausted, but will be reopened if new information is obtained.

Situation resolved: A case in which law enforcement assisted in resolving an incident, no arrests made, no additional investigation anticipated.

Unfounded: A case reported to law enforcement but investigation revealed the incident did not occur as reported, deemed false or baseless.

Information: A report used to compile information, often criminal intelligence.

Breakdown of the Cases Assigned to School Resource Officers

Total	422
Cleared by Arrest	213
Closed	63
Active	1
Inactive	18
Situation Resolved	109
Unfounded	4
Referred to Other Agency	0
Other	14

Cleared by Arrest: An investigation resulting in at least one arrest.

Closed: An investigation that is closed with no arrests.

Active: Currently assigned and under investigation.

Inactive: A case in which all current investigative leads have been exhausted, but will be reopened if new information is obtained.

Situation resolved: A case in which law enforcement assisted in resolving an incident, no arrests made, no additional investigation anticipated.

Unfounded: A case reported to law enforcement but investigation revealed the incident did not occur as reported, deemed false or baseless.

Information: A report used to compile information, often criminal intelligence.

Partnerships were key for members of CID, especially with the Child Advocacy Center which is imbedded in the SPD. Their advocates conducted 185 child interviews which is a 140% increase from 2020. In addition, CID partnered with Safe Harbor (SART) to emphasize the importance of Sexual Assault Awareness in April by using department social media, placing magnets on squads, tying ribbons in trees, and discussing on WHBL. CID is also an active member of the Overdose Fatality and Child Death Review Committees. Detectives also work closely with the Sheboygan County Human Trafficking Task Force in order to identify children at risk and offer services to victims in need. Finally, department personnel worked alongside Health and Human Services as they incorporated the Clean Needle Exchange program in Sheboygan.



Samantha Nauman, Forensic Interviewer
Lakeshore Regional Child Advocacy Center



Detective Eric Edson
Kelly Meyer, WHBL Program Director

Technology and the ability to use technology is required within Law Enforcement in order to conduct investigations and share evidence with supporting agencies. In 2021, equipment upgrades were made available to the CID Digital Evidence Manager as well as the Computer Forensic team. The Department of Justice provided funding to the computer forensic lab as part of our involvement in the WI DOJ ICAC (Internet Crimes Against Children) program. Detectives handled 34 ICAC investigations associated with pornographic images.



The Property and Evidence Officer assigned to CID is instrumental in managing items taken into possession by the SPD. In addition, those items are tracked as they are routed to and from supporting agencies. It is also the responsibility to return and purge items no longer needed for investigative purposes. In 2021, the efforts to return and purge items increased by over 200%. This included the destruction of approximately 200 weapons by the State Crime lab. The Drug Drop Off located at the SPD also continues to support the mission of disposing of unwanted narcotics, and nearly a ton of unused medication was collected in 2021.

Total number of property & evidence items
logged into the SPD property room

3,017



300

Items processed
at the Crime Lab

Total number of property & evidence items
purged or returned

7,804



1,735 Pounds

Collected in the Prescription
Drug Drop Off Box

CRIMINAL INVESTIGATIONS DIVISION

The MEG Unit

Item 15.

The Sheboygan County MEG Unit continued to address narcotic sales and distribution. In addition to arresting offenders, significant amounts of narcotics were seized during the course of the investigations. The street value of these narcotics is great but the true value was not allowing these narcotics into the hands of users.



Illegal Drugs Seized

9 Kilos of Methamphetamine, 6 Kilos of Cocaine, 2 Kilos of Fentanyl, 20 Kilos of THC

12

Community Talks about Drug Awareness & the Opioid Crisis



2700

Pounds

National Prescription Drug Take Back Campaign



PATROL DIVISION

Captain Kurt Zempel

Item 15.

The Sheboygan Police Department's patrol division is responsible for responding to calls for service from the community, providing uniformed patrol in marked squad cars to help deter crime and enforce traffic laws, and working collaboratively with neighborhoods to resolve ongoing crime and quality of life problems. The division provides around-the-clock police services with a staff of approximately 60 police officers and supervisors. Each patrol officer and supervisor is also assigned a group of neighborhoods in the city where they monitor ongoing problems and build relationships with residents, stakeholders and other service providers to help improve the conditions of the neighborhood.

All members of the patrol division are encouraged to be proactive in addressing crime, traffic or disorder problems that arise in their assigned areas. This includes promoting ways that residents and businesses can prevent victimization by caring for and securing their properties, using exterior lighting at night, and engaging in safe driving practices. All officers in the patrol division are responsible for monitoring their assigned areas for public safety trends and threats, and then use education, collaboration and enforcement strategies to help resolve them.

The patrol division is also home to the department's Street Crimes Unit, which is a proactive investigation, intelligence-gathering, and interdiction unit tasked with confronting serious crime and disorder problems in our neighborhoods.

In 2021, the patrol division began a coordinated social media and enforcement strategy to address traffic safety, crime reduction and common ordinance violations. Each month a focus area was selected and the department used social media to educate the public about violations that contribute to crashes, how to keep your property safe from theft or burglary, or the importance of following city ordinances. At the same time, officers were out in the community carrying the same awareness and education message, and paying attention for those same behaviors. This helped us exceed our goal of reducing crashes below 1,500 for the year and helped contribute to historically low property crimes.



Item 15.

In July the department held a community conversation to announce the launch of our “Transparency Hub” webpage, which highlights steps the department has taken to ensure that police services are delivered justly and compassionately, consistent with our values of Leadership, Integrity, Professionalism, Competence, Accountability and Teamwork. The hub includes information about department training on procedural justice, de-escalation, implicit bias, and crisis intervention as well as policies regarding use of force and details of our accountability to the community through numerous engagement programs. The hub is available at <https://sheboyganpolice.com/divisions/transparency/>



Neighborhood Beat Patrol officers and others from the department supported the outdoor fun in February at Winterfest at Fountain Park, sponsored by the Gateway, Kuehne Park and Maple Heights Neighborhood Associations.



Members of the department and their families volunteered to help serve food at Sheboygan’s first Juneteenth Day celebration.



In October, the department held its second annual Community Barbecue in partnership with Black American Community Outreach at Fountain Park.



The department partnered with the Sheboygan County Humane Society for its “Adopt with a Cop” program to promote the adoption of shelter pets.

PATROL DIVISION



Our Neighborhood Beat Patrol officers hosted the 5th annual “Operation Blue Santa” which provided a holiday dinner, presents and photos with Santa to seven Sheboygan families.

Item 15.



Members of the patrol division participated in the annual City of Sheboygan Landlord Training Program, which helps landlords learn how to support vibrant neighborhoods through responsible rental practices.



Volunteers from the department pitched in on projects in the Franklin Park Neighborhood for Habitat for Humanity’s annual “Rock the Block” neighborhood revitalization program in September.



Neighborhood officers conducted several “Brat with a Cop” pop-up barbecues over the summer to meet with neighbors and talk about community issues.



In August, the department participated in the second-annual Unity Walk with many other community organizations. We are proud to support events like this that show that Sheboygan is a great community because of its diversity, and that we can only continue to create safe, healthy neighborhoods by working together!



In response to state and national events, the department conducted a review of its preparedness for the safety of large-scale demonstrations and large community events. This planning included the purchase of updated safety equipment and development of an operational plan template that balances rights of free expression and public safety needs.

BEAT OFFICERS

Item 15.

The Beat Officer Position was created in 2016 and consists of two officers specifically assigned to identified neighborhoods on the North and South side of the city. The Beat Officers engage in outreach activities to build relationships, form partnerships, identify and solve problems. Beat Officers develop plans and activities that decrease the impact of problems within the neighborhood, lead to a decrease in crime and increase social cohesion and collective efficacy within the Neighborhood. By working in a collaborative manner, they develop solutions that are specific to the neighborhood.

The Beat Officers are a resource and support neighborhoods who are seeking to be recognized formally – this year Kuehne Park, Franklin Park and The Flats all achieved this goal. In addition to supporting neighborhoods, Beat Officers address quality of life issues, focusing on voluntary compliance. In 2021 Beat Officers addressed 99 abandoned autos and 68 ordinance violations. Also, with the assistance of DPW and city residents, 44.65 tons of garbage and large items were collected and disposed of throughout the City at Neighborhood clean-ups. In addition to focusing on Neighborhoods, Beat Officers work collectively with other people and organizations to have and create positive outcomes within our community.

In October 2021, Officer Alicia Rotier was honored at the Wisconsin State Capitol with the “2021 Hometown Hero Award – First Responder of the Year for the 26th and 27th Assembly Districts.” Officer Rotier received the award for her life saving efforts while responding to multiple incidents this past year.

Item 15.

We are so grateful she is part of our team!



Representative Tyler Vorpapel, Officer Alicia Rotier, Chief Christopher Domagalski, Representative Terry Katsma

PATROL DIVISION



INFORMATION SERVICES DIVISION

Cassandra Wohlgemuth

Item 15.

Information Services at the Sheboygan Police Department consists of the following positions:

1 Administrative Assistant/Office Supervisor, 1 Crime Analyst, 1 Time Agency Coordinator, 2 Department Secretaries, 7 Records Specialist Clerks, 1 PT Records Specialist Clerk, 1 LTE (limited term employment) Records Specialist Clerk.

The civilian staff are the foundation of the department and provide support to all levels of the department. Without their competence, leadership and attention to detail, processes and service to our citizens would come to a halt. The civilian staff is very proud to provide excellent service to the department and citizens of Sheboygan.

The following slides contain statistical data compiled by the Crime Analyst.



Item 15.

22,269

**TOTAL NUMBER OF LAW INCIDENT COMPLAINTS
FOR THE CITY OF SHEBOYGAN
POLICE DEPARTMENT
IN 2021**

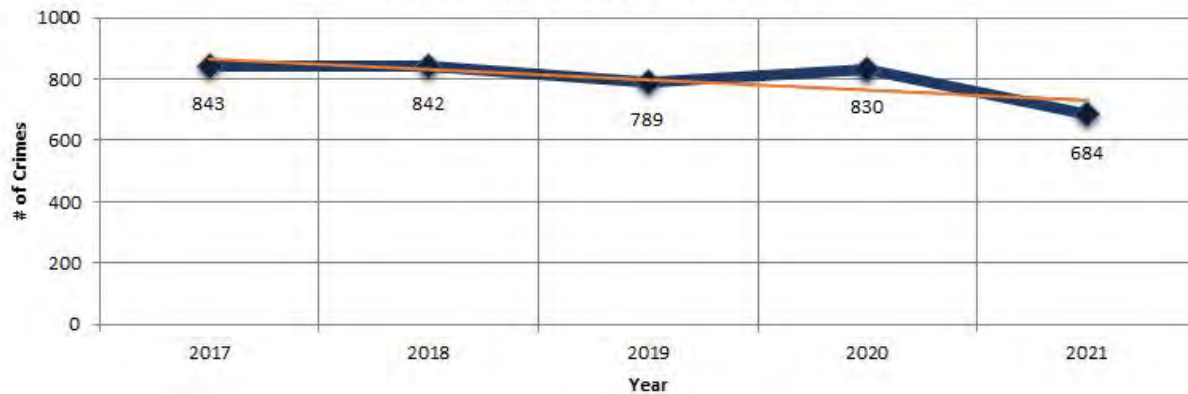
Part I Crimes						
	2017	2018	2019	2020	2017-2020 Avg	2021
Homicide	0	0	1	2	1	1
Rape	27	14	33	20	24	39
Robbery	12	10	10	14	12	5
Agg. Assault	109	146	114	107	119	112
Violent	148	170	158	143	155	157
Burglary	92	90	89	96	92	82
Theft	706	719	678	689	698	563
MV Theft	33	25	19	35	28	34
Arson	12	8	3	10	8	5
Non-Violent	843	842	789	830	826	684
Total Part I	991	1,012	947	973	981	841

In 2017, the SPD transitioned from reporting crime in the Uniform Crime Reporting format to the National Incident-Based Reporting System Format. The NIBRS reporting includes up to 10 offenses per incident, provides detail on the context of crime, improves understanding on multi-offense incidents and collects data on 52 crimes across 24 offense categories.

Annual Violent Crime

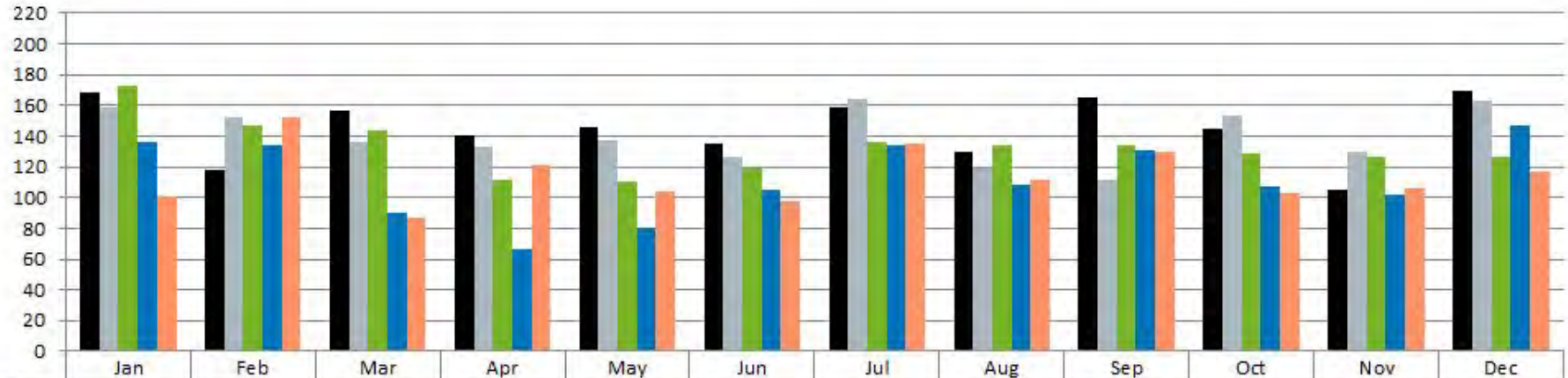


Annual Non-Violent Crime

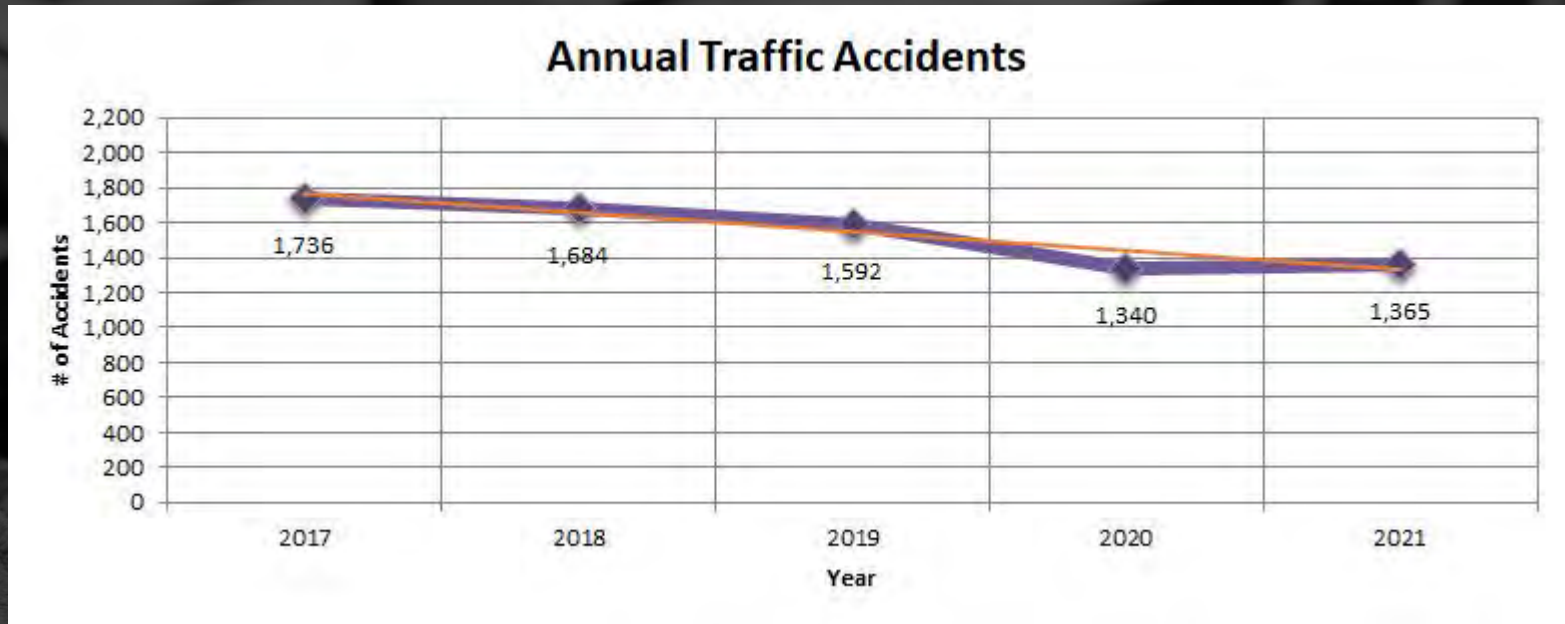


Traffic Accident Data

2020 Total	1,340	2021 Total	1,365	Difference	+25	Percent	+2%
-------------------	--------------	-------------------	--------------	-------------------	------------	----------------	------------



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
■ 2017	168	118	156	140	146	135	159	130	165	145	105	169
■ 2018	159	152	136	133	137	126	164	119	112	153	130	163
■ 2019	173	147	144	112	110	119	136	134	134	129	127	127
■ 2020	136	134	90	66	80	105	134	108	131	107	102	147
■ 2021	101	152	87	121	104	98	135	111	130	103	106	117



Community Outreach

Item 15.

Partnering together to make our city the best it can be.



Winterfest put on by Gateway, Kuehne Park, and Maple Heights Neighborhood Association

Item 15.



The Officers had a lot of fun competing in the snowman building competition!



2021 Citizen Academy

Item 15.



Though the 2021 Citizen Academy was modified in both length and content, we were still able to provide citizens with an opportunity to gain knowledge and a better understanding of the vision, values, goals, and operations of the Sheboygan Police Department. The Citizen Academy is designed to be interactive through lectures, demonstrations and practical exercises. Participants are exposed to many areas of police work including the hiring process, current department initiatives, police investigations, use of force, and the legal system.



78

2021 Junior Police Academy

Item 15.



In 2021, the Sheboygan Police Department hosted two Junior Police Academy (JPA) sessions. The cadets learned about day-to-day police operations such as crime scene investigations, traffic stops and arrest tactics. We would like to thank the Sheboygan County Sheriff's Department for bringing their Bearcat (armored vehicle) as well as their drone team! They also had presentations by the Emergency Response team, the Dive team and the K-9s. They ended the week with a mock crime scene. The cadets had to solve a crime by interviewing witnesses, collecting and then analyzing physical evidence.

Neighborhood Events

Item 15.



Throughout 2021, officers were able to meet many of our neighbors during Pop-Up BBQ and Brat with a Cop events.



Community Conversation

Item 15.



The Sheboygan Police Department and Black-American Community Outreach held a community conversation at Hope Community Church to discuss current issues in policing and get feedback on how we can serve our community better. We introduced a new tool to share information about steps we have taken to address current issues of police-community relations, such as training on de-escalation and implicit bias, internal accountability mechanisms, and the citizen complaint process. Known as a "transparency page," we are hopeful that it will be a useful tool for members of our community who want to learn more about our efforts to continue to build trust and best equip our officers to respond to the changing needs of our community.



2nd Annual Community BBQ

Item 15.



The 2nd annual Community BBQ, put together by the City of Sheboygan, Sheboygan Police Department and Black-American Community Outreach, is an event that celebrates unity, once again demonstrating that we are better together.



2021 Cops and Bobbers

Item 15.



We were so excited to get this program back up and running! Cops and Bobbers is an event to focus on building relationships with children between the ages of 7 and 12 years old. Our goal is to teach children how to fish, while giving them another experience or hobby to enjoy, rather than having those same children get involved in crime or drugs. While partnering with local organizations, and volunteers from the Police Department, Cops and Bobbers has been able to take over 100 kids fishing for the afternoon since its start in 2016.



2021 National Night Out

Item 15.



National Night Out was a great summer event, promoting police-community partnerships and camaraderie to make our neighborhoods safer, more caring places to live.



Safe Harbor of Sheboygan County

Item 15.



Officer Kim Yang partnered with Safe Harbor of Sheboygan County to support the shelter and raise awareness of domestic violence. The generous donations of groceries and supplies that were collected helped residents of the shelter as well as the Hmong and Southeast Asian program which brings victims of domestic violence together for a meal.

2nd Annual Unity Walk

Item 15.



The Sheboygan Police Department was proud to be a part of the 2nd annual "Unity Walk" with Black-American Community Outreach and all the other groups represented. Your support of a united community is what makes Sheboygan great!

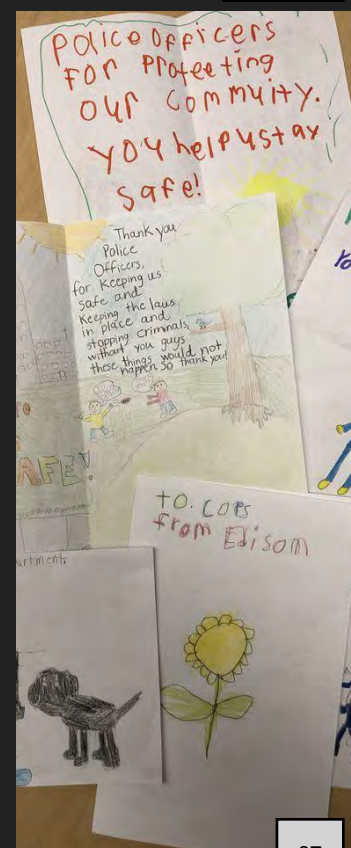


Supporting the Schools

Item 15.



Officer Bryan Pray and the Sheboygan Police Department were able to support Sheridan Elementary School with a donation of school supplies from the community. The kids supported us all year with cards that warmed our hearts.



Trunk or Treat

Item 15.



Officers took part in the Triple Nickel Post 555 American Legion Trunk or Treat event. Beat Officers Kevin Post and Dana Mugan had a great time passing out some treats, decorating the car and seeing all the great costumes at Lakeshore Lanes. The SPD was happy to help the kids in our community enjoy a safe and happy Halloween!

5th Annual Operation Blue Santa

Item 15.



The Sheboygan Police Department hosted the 5th Annual Operation Blue Santa. With the help of City of Sheboygan – City Hall, Mead Public Library Shoreline Metro, Sheboygan Police Benevolent Association, and the Sheboygan Fire Department we were able to help out seven families this year! The families were treated to dinner, presents, photos with Santa and a trolley ride through Rotary Making Spirits Bright.

Adopt with a Cop



With many in the SPD family having adopted rescue animals into their own homes, we are proud to partner with the Humane Society of Sheboygan County to help find "forever homes" for their current furry guests! Watch our Facebook page as we introduce these adoptable, adorable friends.



Item 15.

Celebrating Success

The 2021 Sheboygan Police
Benevolent Association Service Awards

Item 15.



2021 Sheboygan Police Benevolent Association Service Awards



The Service Awards recipients were nominated by fellow officers, supervisors and co-workers. They represent those who strive to go above and beyond what is expected of them by their peers and the public. These men and women...our co-workers, friends and family members...did not ask to be put in heroic situations, but rather found themselves in circumstances that allowed them to demonstrate the qualities of a hero.

Item 15.



Police Officer of the Year:

Presented to an officer for exemplary service to the community, which involves performance and achievement above and beyond that which is required by an officer's basic assignment.



Officer Thomas Aker

Civilian Employee of the Year:

Presented to a non-sworn employee for exemplary service to the community, performance and achievement above and beyond that which is required by the employee's basic assignment.



Cal Stoffel

2021 Sheboygan Police Benevolent Association Service Awards



Item 15.



Officer Bryan Pray

Medal of Valor:

Presented to an Officer for an act of extraordinary bravery or heroism in the line of duty at imminent personal risk to life, under circumstances evincing a disregard of personal consequences. This award is meant to recognize officers whose actions are considered as having gone above and beyond the call of duty, or to recognize an officer who has performed an act of bravery displaying extreme courage while knowingly facing imminent danger.

Life Saving Award:

Presented to sworn and/or non-sworn individuals for performing an act, through prompt and decisive action, under extraordinary circumstances, that saves or significantly prolongs the life of another.



Officer Carolina Warrens

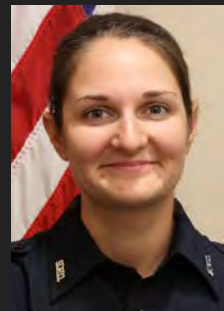
2021 Sheboygan Police Benevolent Association Service Awards



Item 15.

Meritorious Service Award:

Presented to an officer for exceptional performance of outstanding service on behalf of the department, while carrying out an act of great responsibility, or of critical importance to law enforcement.



Officer Anna Taylor



Officer Trisha Saeger

Citizen's Distinguished Service Award:

Presented to individuals, who are not members of the police department, who through courageous acts of bravery and/or personal risk have assisted in apprehending a criminal, aiding an officer during a critical incident, or who demonstrated exceptional cooperation with the department in the accomplishment of its mission.



Chaplain Ethan Tews

Thank you

For your support in 2021

Miesfeld's

Tietz's Piggly Wiggly

Art's BBQ

Festival Foods

Black American Community Outreach

Hope Community Church

The Roasted Gobblers

The Wharf

Sheboygan Police Benevolent Association

Shoreline Metro

O'Callaghan's

Walmart

Lakeside Pepsi

Advance Auto Parts

Old Wisconsin

City of Sheboygan - City Hall

Mead Public Library

Anglers Avenue

Sheboygan Fire Department

Woodlake Market

Wigwam Socks

The Lost Sheep Yarn Shop

VFW Post 9156

Miss Lady Jane Studios

McDonald's

American Legion Triple Nickel Post 555

Sheboygan Countywide Crime Stoppers

Thank you



For your support of the SPD K9 Fund

Elizabeth Krause
Theodore Bergstrom
Kaker's All Home Maintenance, LLC
Brent Vreeke
Raquel Valdez
City of Plymouth
Bernard Juday
Vincent and Kathleen Shircel
Pamela Oehldrich
Sheboygan Chevrolet
Barbara Heller
Country Financial Services

William Alder
Joshua Grupe
Blanca Lozano
Gaming Generations
Sheboygan Automotive Center LLC
Raw Dawg
Linda Theune
Ballhorn Chapels & Crematory
Vincent and Kathleen Shircel
Joseph Hanna
Linda Theune
Sargento Foods
Briella Heimerl



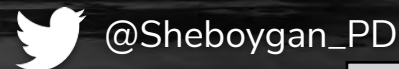
SPD ANNUAL REPORT 2021

The Sheboygan Police Department's 2021 Annual Report was produced by Cassandra Wohlgemuth and Cal Stoffel.

Special thanks to all those who submitted information to make this report possible and to Detective Paul Olsen for many of the beautiful photos.



Sheboygan Police Department
1315 N. 23rd Street, Suite 101
Sheboygan, WI 53081
sheboyganpolice.com



The SPD utilizes the following social media venues to disseminate information to the public; Nixle, Twitter, Nextdoor, Facebook and YouTube. Nixle is a community information system that is available via email, your cell phone by text message, and over the web via Twitter and Facebook.

IV

R. C. No. 241 - 21 - 22. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.
March 21, 2022.

Your Committee to whom was referred R. O. No. 131-21-22 by Fire Chief submitting the Annual Report for the City of Sheboygan Fire Department for the year 2021; recommends filing the report.

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

R. O. No. 131 - 21 - 22. By FIRE CHIEF. March 7, 2022.

Submitting the Annual Report for City of Sheboygan Fire Department for the year 2021.

[Signature]

FIRE CHIEF



ANNUAL REPORT 2021

Item 16.

COURAGE
HONOR
INTEGRITY

ESTABLISHED 1888



**SHEBOYGAN
FIRE DEPARTMENT**

CHIEF'S MESSAGE

I am pleased to present the Sheboygan Fire Department's 2021 Annual Report for your review, which provides a summary of the activities and achievements of our members, as well as some statistical comparisons from previous years.

As we continue to implement COVID safety precautions for both our crew members and the public, I thank everyone for the ongoing support. We are proud to serve the Sheboygan community and strive to provide the best service possible.

I would like to highlight a few of our 2021 achievements starting with one we were most pleased by.

The inaugural Citizens Fire Academy (CFA) was met with excitement and successfully completed by 11 participants including the public, council members and City staff.

Other Highlights

- We received approval to purchase a new fire engine to replace Ladder 5 which failed the recertification process due to its age and condition.
- The administrative chiefs began working with the Department of Public Works and Short Elliot Hendrickson (SEH) on a remodel / construction plan for the SFD Headquarters - Station #3.
- We ended the year with 6,299 incident responses, which is 636 higher than 2020's counts.

On behalf of the entire Sheboygan Fire Department, thank you for taking the time to read our annual report and please let us know if you have any questions.



ERIC MONTELLANO

Sheboygan Fire Department, Chief

TABLE OF CONTENTS

2	ABOUT THE SFD
6	INCIDENT STATISTICS
10	EMERGENCY MEDICAL SERVICES
12	OPERATIONS
13	TRAINING
14	FIRE PREVENTION
18	PERSONNEL
21	EQUIPMENT & APPARATUS

OUR MISSION

The Sheboygan Fire Department is dedicated to serving all who live, visit, work, and invest in the City of Sheboygan through excellence in fire protection, rescue, emergency, and non-emergency medical services, code enforcement, and education, at the highest professional level in a compassionate, ethical, and cost effective manner.

OUR VALUES

Courage, honor and integrity.

OVERSIGHT

Board of Police & Fire Commission

- President Robert Lettre, Sr.
- Secretary Andrew Hopp
- Commissioner Jeanne Kliejunas
- Commissioner Larry Samet
- Commissioner Gerald Jones

CONTACT

For emergencies, dial 911.

Non-emergency office: (920) 459-3327

Headquarters station mailing address:

1326 N 25 Street, Sheboygan WI 53081



DEPARTMENT ORGANIZATION

ADMINISTRATION

FIRE CHIEF

ADMIN. COORDINATOR/ SUPERVISOR

ADMIN. ASSISTANT

2 ASSISTANT CHIEFS

FIRE MARSHAL/ BATTALION CHIEF

FOR EACH 24-HOUR SHIFT:

A, B AND C SHIFTS

BATTALION CHIEF

CAPTAIN

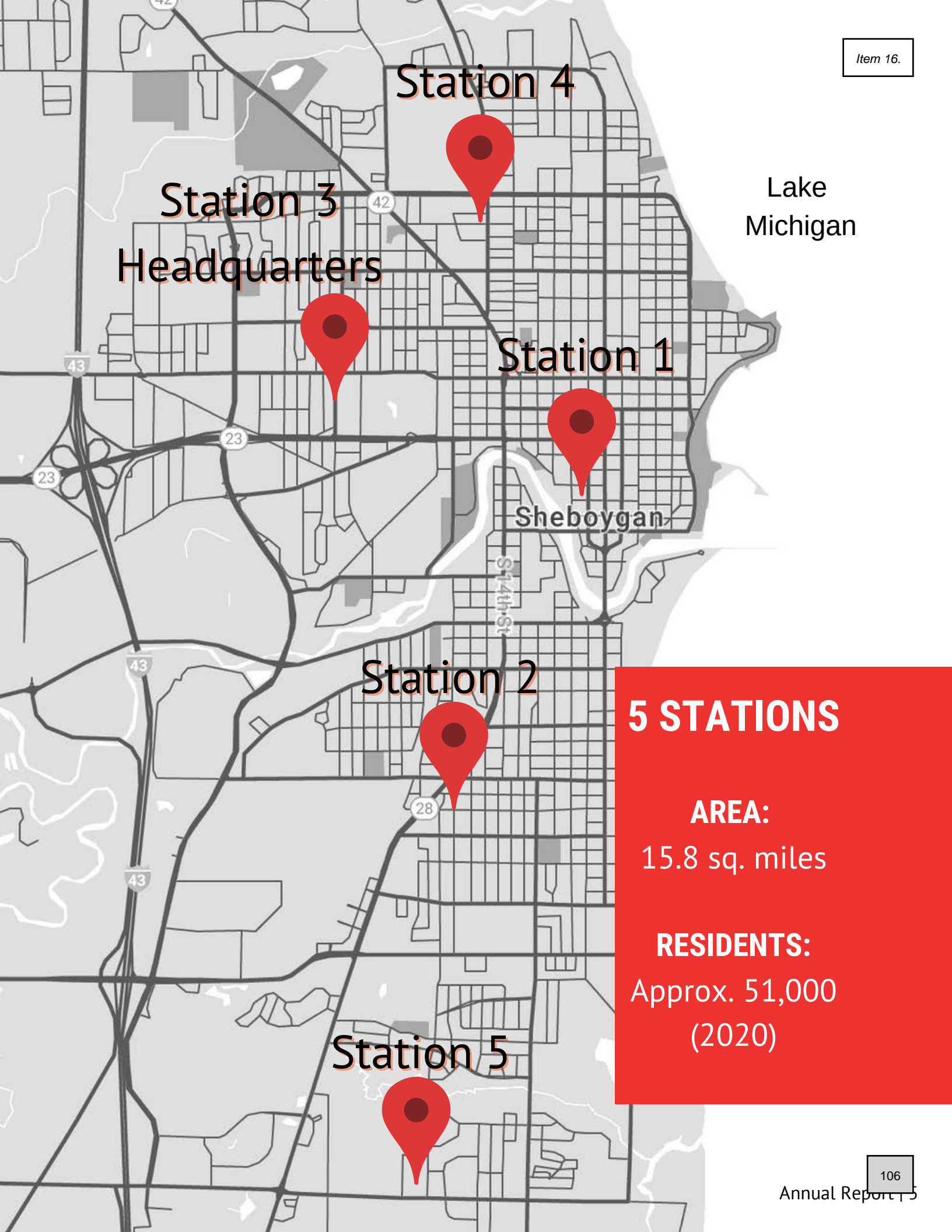
4 LIEUTENANTS

5 FIRE EQUIPMENT OPERATORS

12 FIREFIGHTER/ PARAMEDICS

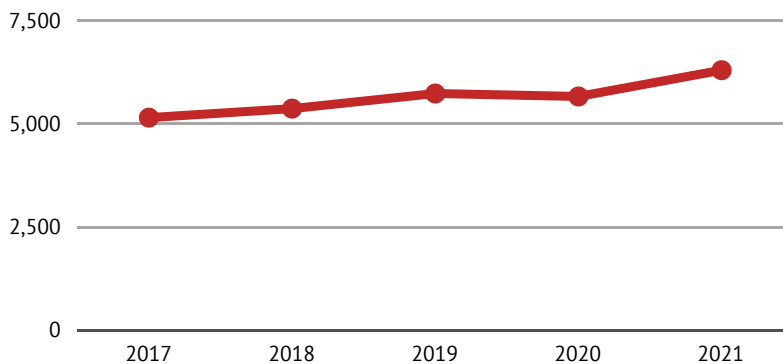
75
PERSONNEL





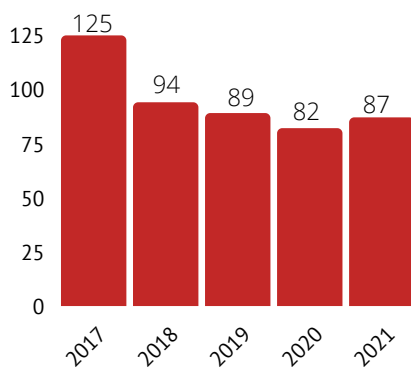
INCIDENT STATISTICS

TOTAL INCIDENTS

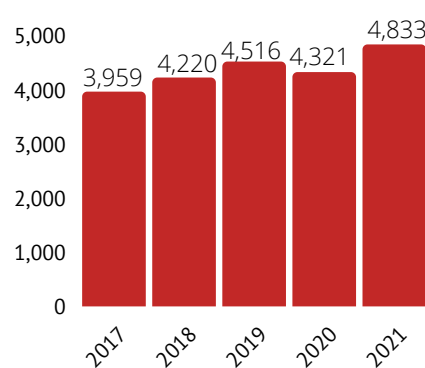


The Sheboygan Fire Department's 2021 call volume supports a trending increase in calls with the department running 663 more calls than the previous year. 2021's total call volume was 6,299.

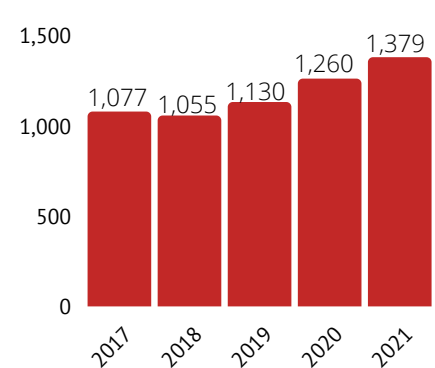
FIRES



RESCUE/EMS

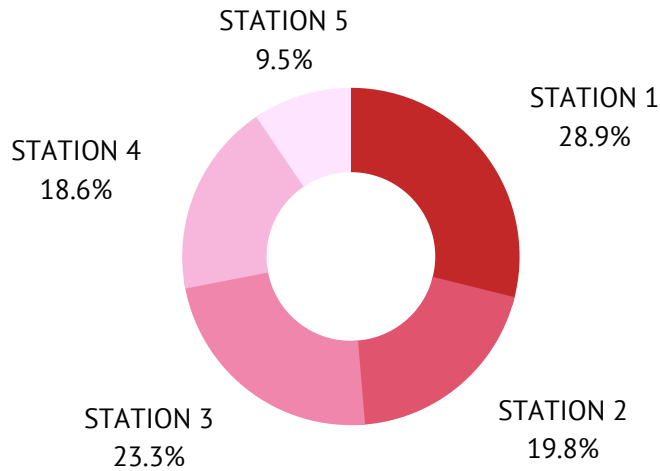


NON-FIRES

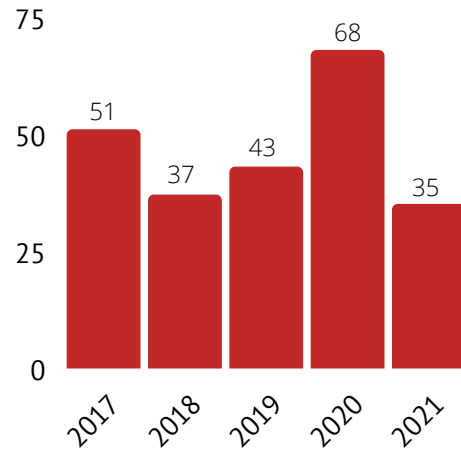


Due to changes in National Fire Incident Report System (NFIRS) criteria, the number of fires in 2017 was reported as being much higher than in subsequent years. For example, burnt food calls were previously coded as structure fires; however, this has since been changed to another code.

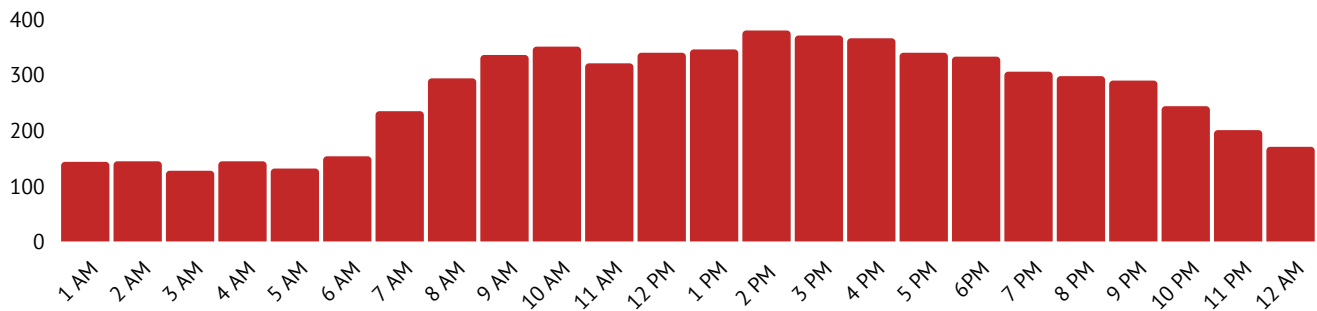
CALLS PER STATION



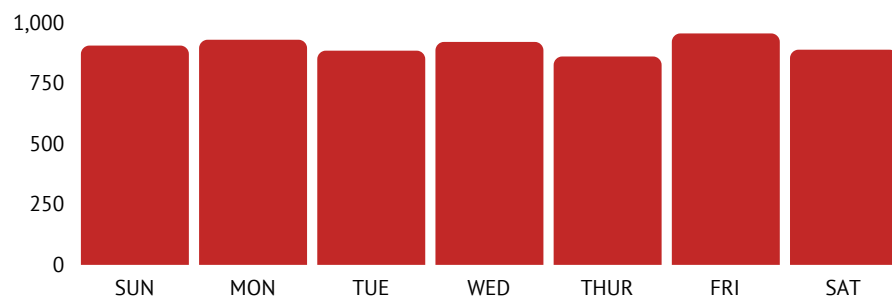
CALLS OUT OF CITY



CALLS BY HOUR

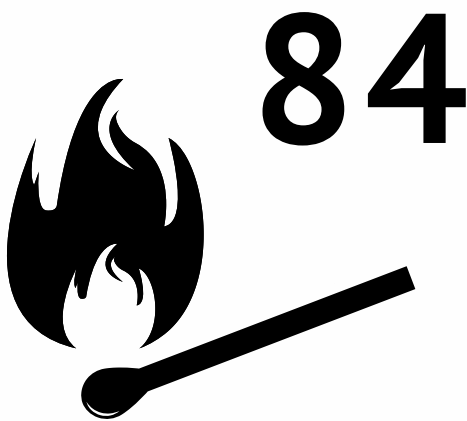
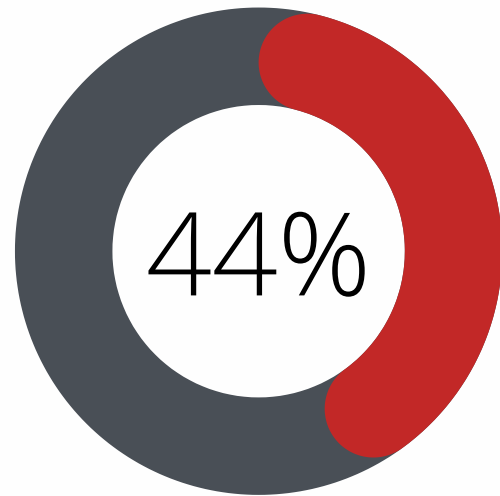


CALLS BY DAY



OVERLAPPING INCIDENTS FOR 2021

This represents total SFD call requests, while another call or multiple calls were already in progress. This is a 2% increase from 2020.



FIRE INVESTIGATIONS

This represents the number of origin and cause investigations conducted for fire related incidents. This number may differ from the number of “fire’s” that occurred as an incident not labeled as a “fire” may still require investigation.

ISO RATING

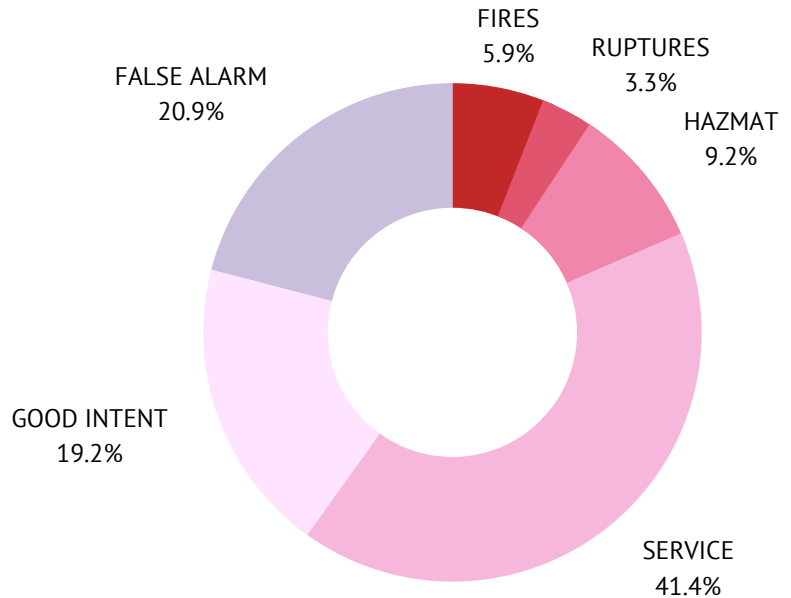
ISO (Insurance Services Office) rating is a classification of public fire protection services. This has a direct effect on insurance rates within the city. It evaluates how well-equipped a community is to handle fires. The best rating is Class 1. The SFD continues to evaluate all services in hopes of achieving ISO Class 1 in the future.



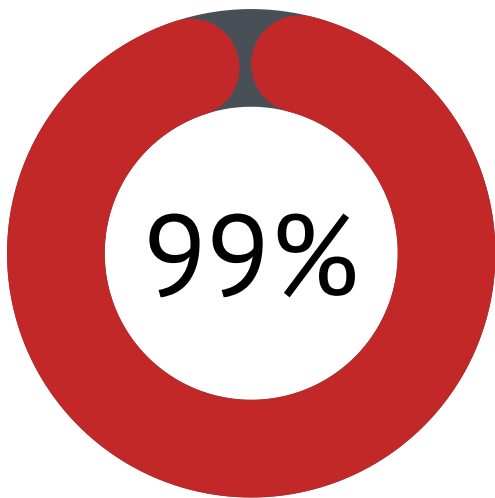
FIRE SERVICE INCIDENT TYPE BREAKDOWN

A breakdown of all non-rescue/EMS calls. This includes calls of the following nature:

- Gas and carbon monoxide
- Animal rescue
- Unauthorized burning
- Dispatched & canceled en route
- Alarm malfunction
- Building fire, passenger vehicle fire, trash fire
- Excessive heat



RESIDENT SATISFACTION



"We appreciate the support from residents and visitors alike as we strive to provide the best services possible."

EMERGENCY MEDICAL SERVICES

2021 proved to be another busy year, with our department responding to over 4,800 EMS calls. In comparison, that's over 500 more EMS calls than last year, and over 2,100 more EMS calls than our first year of providing ambulance service to the citizens of Sheboygan in 2008.

A few notable EMS changes from the past year include the department's implementation of new responses and equipment to improve patient care, including the addition of a second fire apparatus for cardiac arrest calls and the purchase of new video laryngoscopes for the ambulances.



Annual Pediatric Advanced Life Support (PALS) training

EMS FAQs

Why are patients having a Myocardial Infarction (Heart Attack) not transported to a local hospital? A true heart attack patient requires emergency intervention at a cardiac catheterization lab. The closest emergency cardiac catheterization lab is located in Grafton, WI. SFD paramedics are trained to recognize an actual heart attack and transport that patient to the most appropriate facility.

Why are patients transported by a medical helicopter? Medical helicopters are requested for the most critically ill patients who need a higher level of medical care not available locally. These are often patients with traumatic injuries who need immediate surgical intervention. Less than 1% of the patients Sheboygan Fire Department paramedics encounter require transport by a medical helicopter.

TOP MEDICAL INTERVENTIONS:

#1 OXYGEN #2 IV FLUID

VIDEO LARYNGOSCOPES

The department purchased new video laryngoscopes for our ambulances. Our paramedics use laryngoscopes to insert an endotracheal tube into a patient's trachea to breathe for the patient while protecting their airway. Previously, a paramedic would use a regular laryngoscope and look into a patient's mouth to visualize the airway anatomy.

The new video laryngoscopes have a video camera attached, giving the medics a full view of a patient's airway. This new equipment has decreased the time it takes to secure an airway for a critically ill patient, and significantly improved our department's success in completing this intervention.



MEDICAL DIRECTION

In 2021, Dr. Scott Kunkel took over as the new SFD Medical Director. Previously, Dr. Steven Zils served the department for ten years helping to implement emergency medical dispatch, which provides life-saving instructions to 911 callers. We appreciate all the assistance and guidance from him over the years and look forward to building our relationship with Dr. Kunkel. Dr. Kunkel is board-certified in emergency medicine with a fellowship in emergency medical services. In addition, Dr. Kunkel works on-staff in the emergency department at Aurora Medical Center in Sheboygan and is a Commander in the United States Navy Reserves.

Dr. Kunkel is responsible for the medical oversight of Sheboygan Fire Department EMTs and Paramedics. This includes, but is not limited to protocol development, training, quality assurance, and credentialing our department EMS personnel. As an active part of the department's EMS program, Dr. Kunkel frequently rides along with our ambulance crews and provides on-site training.

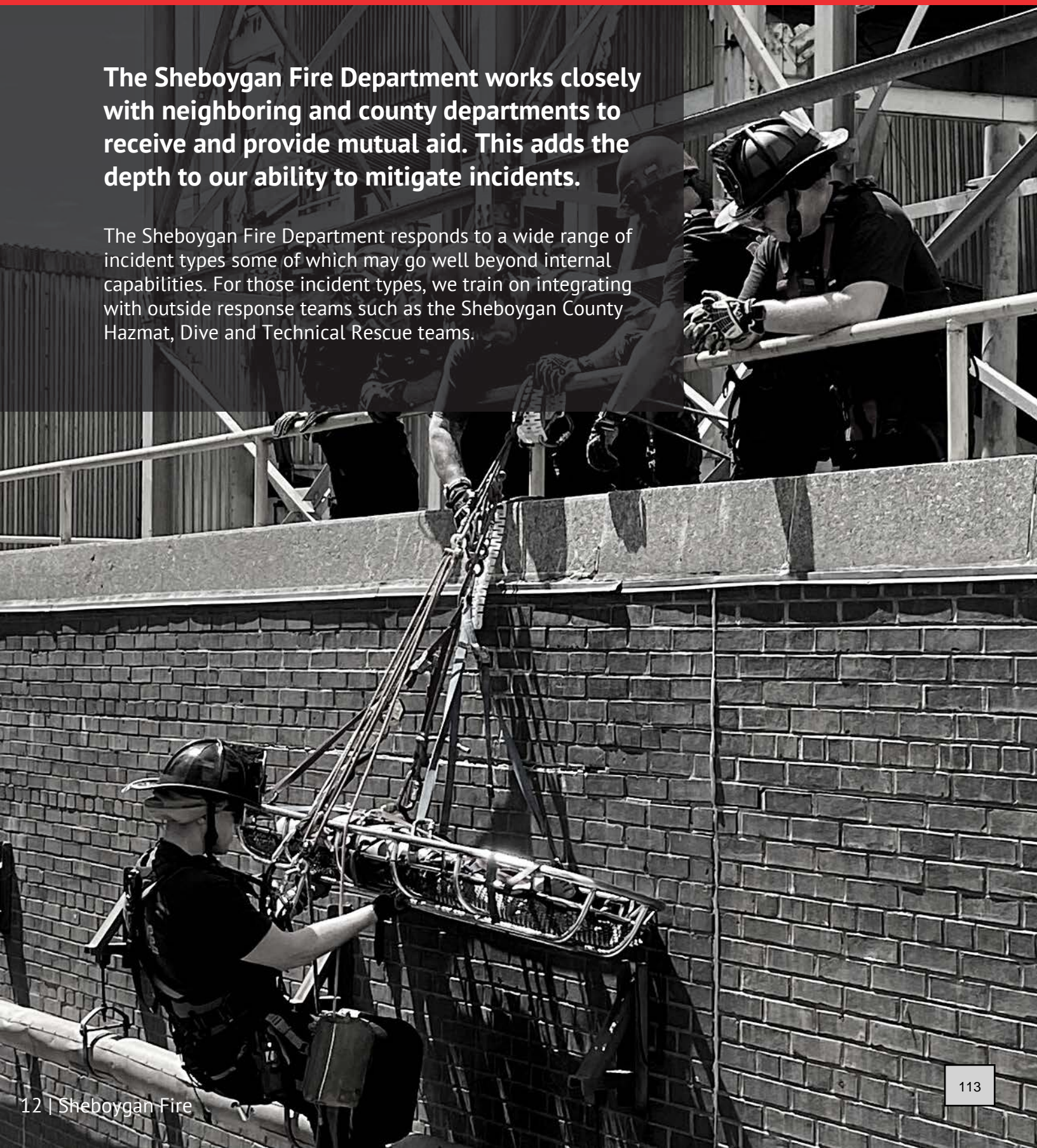


Dr. Scott Kunkel

OPERATIONS

The Sheboygan Fire Department works closely with neighboring and county departments to receive and provide mutual aid. This adds the depth to our ability to mitigate incidents.

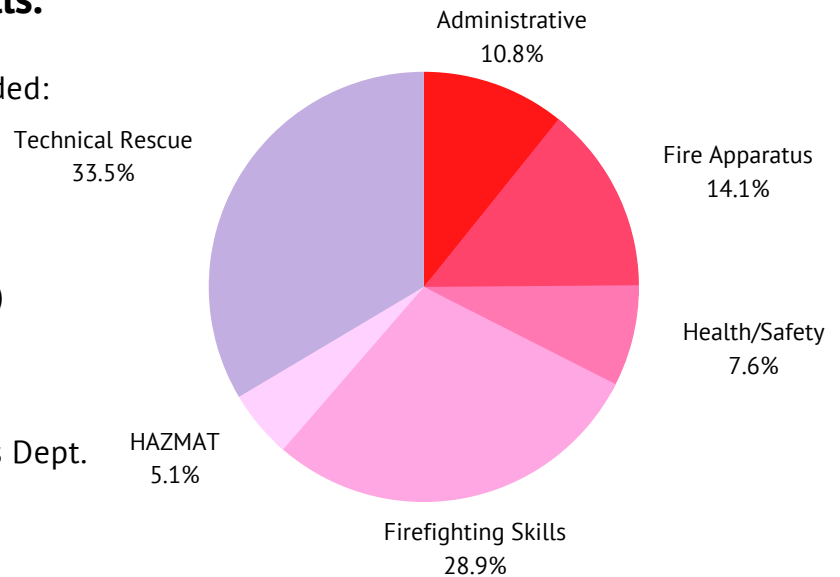
The Sheboygan Fire Department responds to a wide range of incident types some of which may go well beyond internal capabilities. For those incident types, we train on integrating with outside response teams such as the Sheboygan County Hazmat, Dive and Technical Rescue teams.



Throughout the year, all members from probationary firefighter to senior officers review and practice lifesaving skills.

Some of the 2021 trainings included:

- Hoses
- Confined Space
- High Angle
- RIT (Rapid Intervention Team)
- Trench Rescue
- Water Rescue
- Rescue Boat with the Sheriff's Dept.
- HazMat



TRAINING



FIRE PREVENTION



3,148 Sheboygan area students reunited with firefighters in-person for Fire Prevention month.

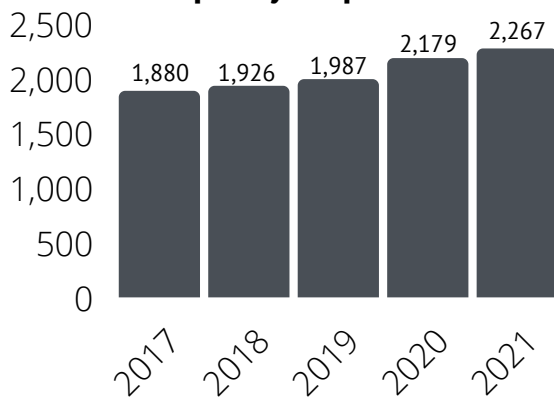
Students in kindergarten through fourth grade met firefighters, learned about their gear and equipment, how to "stop, drop and roll", plan home exit drills, prevent household fire hazards, and put it all together exiting the Survive Alive House and calling 911. All students receive reminders about testing their smoke detectors.

FIRE INSPECTIONS

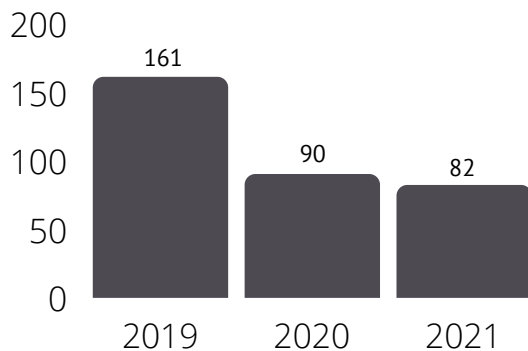
Each year the City of Sheboygan Fire Department conducts inspections to ensure that buildings are safe and up to National Fire Protection Association's (NFPA) Fire Safety Code.

Properties inspected include three family or more residential units, commercial/business, and mixed-use occupancies.

Occupancy Inspections



Smoke Alarms Installed



The hope is that as our inspection program continues to strengthen, more homes will be protected thanks to early detection devices.





CITIZENS FIRE ACADEMY




Over the span of nine weeks, 11 community members learned what it takes to become a firefighter.

The Sheboygan Fire Department was excited to offer its first Citizens Fire Academy (CFA) this year. Program curriculum featured a series of classroom sessions and hands-on training similar to that of a recruit firefighter/paramedic. Topics included department history, emergency medical operations, incident command, self-contained breathing apparatus (SCBA), search and rescue, fire investigations/inspections and home fire safety. Participants got to know crew members and ask candid questions regarding the fire service.

FOR MORE INFORMATION ON THE CFFA

Email karley.campbell@sheboyganwi.gov or connect with us on Facebook for updates on the next Citizens Fire Academy.

Find us on 
@SheboyganFireDepartment

Must be at least 18 years of age to participate and able to attend all sessions.

PERSONNEL



THE PROMOTIONAL PROCESS

While each position has unique responsibilities, they all share similar components. All positions require the applicant to fill out an application and submit it with a resume.

Applicants for Captain & Lieutenant are required to take a written test. This is followed with an assessment conducted by an outside panel consisting of chief officers from other departments. Lieutenant candidates must develop and demonstrate a training exercise and emergency scene exercise to the panel, while Captain

candidates have an incident management scenario and must identify corrective measures for a fire service problem. The last area is an evaluation conducted by the SFD chiefs and captains. Successful candidates are placed on an eligibility list.

Applicants for Assistant & Battalion Chief are evaluated and interviewed by an outside panel as well as perform an incident scene management exercise. Then, an interview is conducted by the fire chief and assistant chiefs. After careful consideration, the fire chief selects the candidate that best fits department needs.

NEW HIRES

Item 16.



Firefighter/Paramedic
Andrew Perman



Firefighter/Paramedic
John Senkbeil



Firefighter/Paramedic
Lucas Haltaufderheide

PROMOTIONS



Asst. Chief
Jeffrey Salzman



Battalion Chief
Jamon Ingelse



Fire Equipment Operator
Stephen Mechenich

RETIREMENTS



Assistant Chief
Charles Butler, jr.

26 years



Assistant Chief
Dean Klein

30 years



Captain
Efrem Capetillo, jr.

28 years



Fire Equipment Operator
Scott Enriquez

30 years



LOCAL 483

The Sheboygan Firefighters Local 483 is a labor union that was formed and affiliated with the International Association of Firefighters (IAFF) in 1936. Through engaged membership they strive to work in partnership with Fire Department administration, city management, elected officials and the citizens of Sheboygan to ensure that union members are provided wage and working conditions consistent with departments locally, statewide, and nationally. The union also supports the citizens of Sheboygan in events outside of the department including:

- “Making Spirits Bright” by the Sheboygan Rotary
- Salvation Army Bell Ringing
- MDA “Fill the Boot”
- Sheboygan Firefighters’ Honor Guard and other charitable organizations.

PEER SUPPORT

The health and wellness of all our members is a top priority. Our peer support program began in 2020. Its mission is to *“help those that help others.”*

According to an IAFF study of 7,000 firefighters, 77% found peer support helpful.

Peer support is the process by which a trained member of the fire service provides confidential support to another member who may be experiencing personal, emotional or work-related problems, while acting as a bridge to outside professional services. Peer support builds off of an existing rapport and mutual trust between two members of the same department or occupation.

The program is currently led by Lieutenant Justin Langdon, who readily applies his long-term trauma, critical incident stress debriefing and mental health training experiences to his peer support role. Lt. Langdon strives to support all members however they may need.

EQUIPMENT & APPARATUS

Item 16.

5-year hydro static testing was conducted on all SCBA cylinders

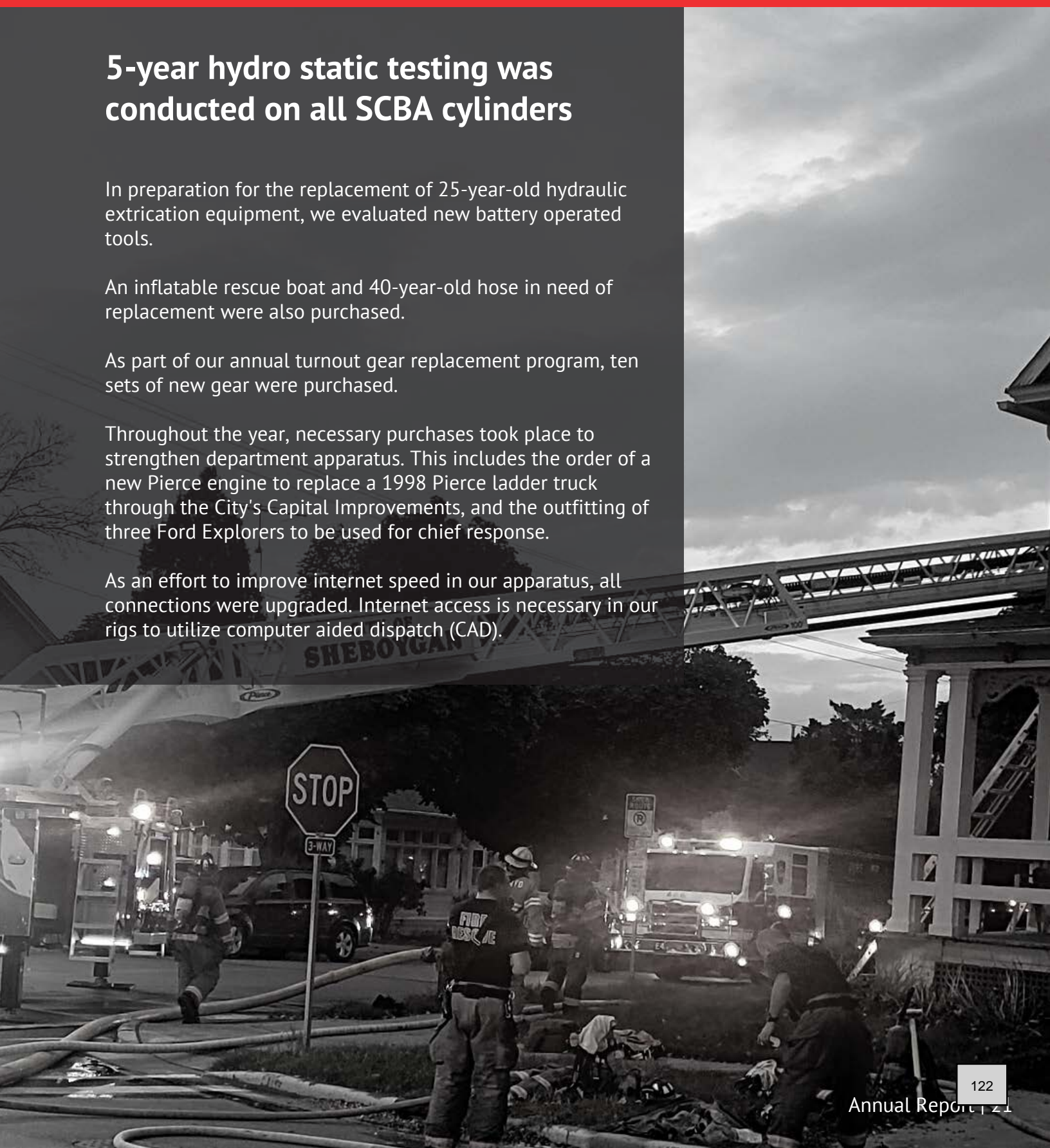
In preparation for the replacement of 25-year-old hydraulic extrication equipment, we evaluated new battery operated tools.

An inflatable rescue boat and 40-year-old hose in need of replacement were also purchased.

As part of our annual turnout gear replacement program, ten sets of new gear were purchased.

Throughout the year, necessary purchases took place to strengthen department apparatus. This includes the order of a new Pierce engine to replace a 1998 Pierce ladder truck through the City's Capital Improvements, and the outfitting of three Ford Explorers to be used for chief response.

As an effort to improve internet speed in our apparatus, all connections were upgraded. Internet access is necessary in our rigs to utilize computer aided dispatch (CAD).





In memory of...



Leadman
Robert Kovacic
Service: 1953-1982



Fire Equipment Operator
Craig Schrameyer
Service: 1970-2001



Fire Equipment Operator
Tom Stranberg
Service: 1973-2001



Remembering 9/11 - 20 years later

VI

R. C. No. 245- 21 - 22. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.
March 21, 2022.

Your Committee to whom was referred R. O. No. 132-21-22 by City Clerk
submitting a license application; recommends granting the application.

Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

R. O. No. 132 - 21 - 22. By CITY CLERK. March 7, 2022.

Submitting a license application.

City Clerk

CHANGE OF PREMISE

No. Name

Address

1511 Denny's Bar

2140 Calumet Drive - One day
event to be held on 4/30/2022 to
include black top parking lot to the
north and west of building including
current premise.

*Utts
grants.*

VIII

R. C. No. 239- 21 - 22. By PUBLIC WORKS COMMITTEE. March 21, 2022.

Your Committee to whom was referred Res. No. 147-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with Klunck Masonry, LLC for the 2022 Sidewalk Program; recommends adopting the Resolution.

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. 147 - 21 - 22. By Alderpersons Dekker and Perrella.
March 7, 2022.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Klunck Masonry, LLC for the 2022 Sidewalk Program.

WHEREAS, the City of Sheboygan has advertised for bids for the 2022 Sidewalk Program (the "Improvements"); and

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

WHEREAS, the bids were based on the plans and specifications contained in the Project Manual for the Improvements, a copy of which is attached to this Resolution; and

WHEREAS, the low bid was from Klunck Masonry, LLC in the amount of \$157,980; and

WHEREAS, a summary of the bid response from Klunck Masonry, LLC is attached to this Resolution; and

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

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached agreement with Klunck Masonry, LLC for the construction of the Improvements (the "Agreement").

PK
adopt.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds, not to exceed \$157,980, from Account No. 40033140-631300 (Capital Project Fund - Streets/Alleys/Sidewalks - Sidewalk/Trail Improvements) to pay for the construction done pursuant to the Agreement.


Dean Dekker

Grant Peulle

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2469-22	Page:	1 of 7

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

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and
Klunck Masonry, LLC ("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: constructing new concrete sidewalks and crosswalks; removing and reconstructing faulty existing concrete sidewalks and crosswalks; removing and reconstructing curb, or curb and gutter, removing and reconstructing street pavement; tree root cutting, excavation and removal of trimmings, restoration and clean-up of sites at locations designated by the Engineering Department in all parts of the City, on a prepared foundation or base as provided in these specifications
- 2.02 City of Sheboygan Resolution: //Resolution Number//
- 2.03 City of Sheboygan Account Number: 40033140-631300

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. The Work will be substantially completed on or before August 26, 2022 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.
- 4.03 *Milestones*
- A. Not Used.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2469-22	Page:	2 of 7

4.04 *Liquidated Damages*


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

4.05 *Special Damages*

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

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:

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2469-22	Page:	3 of 7

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*


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

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.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2469-22	Page:	4 of 7

ARTICLE 7 – CONTRACT DOCUMENTS


7.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
 - 4. Addenda (not attached but incorporated by reference)
 - a. Number 1 dated 2/7/2022
 - 5. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid consisting of 1 page
 - 6. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed,
 - b. Work Change Directives,
 - c. Change Orders,
 - d. Field Order,
 - e. Task Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8 – REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

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

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2469-22	Page:	5 of 7

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


8.02 *Contractor's Certifications*

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

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint


PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2469-22	Page:	6 of 7

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 MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title: Agreement	
		Section: 00 52 00	
		Bid Number: 2469-22	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:

City of Sheboygan

By: _____

(signature)

Name,

Title: Ryan Sorenson, Mayor

Date: _____

Attest:

By: _____

(signature)

Name,

Title: Meredith DeBruin, City Clerk

Date: _____

CONTRACTOR:

Klunck Masonry LLC

By: _____

(signature)

Name,

Title: _____

(printed)

Date: _____

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

Address for giving notices:

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

Address for giving notices:

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

Approved as to form and Execution:

By: _____

(signature)

Name,

Title: Charles C. Adams, City Attorney

Date: _____


PROJECT MANUAL

BID NUMBER:
2469-22




2022 Sidewalk Program

January 2022

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Table of Contents		
		Section:	00 01 10		
		Bid Number:	2469-22	Page:	1 of 1

2022 Sidewalk Program

SECTION	TITLE	Pages
00 00 00	PROCUREMENT AND CONTRACTING REQUIREMENTS	
	Introductory Information	
00 01 01	Cover	1
00 01 10	Table of Contents	1
	Procurement Requirements	
00 11 13	Advertisement for Bids	1
00 21 13	Instructions for Bidders	10
00 41 43	Bid Form	4
00 41 44	Unit Price Worksheet	1
00 41 44.1	Quest Unit Price Worksheet	1
00 42 13	Bid Bond	2
00 45 13	Bidder's Proof of Responsibility	5
00 45 20	Non-Collusion Affidavit - Subcontractor	1
00 45 50	List of Subcontractors	1
	Contracting Requirements	
00 52 00	Agreement	7
00 55 00	Notice to Proceed	1
00 61 13	Performance Bond Form	3
00 61 14	Payment Bond Form	3
00 62 11	Submittal Cover	1
00 62 76	Application for Payment	2
00 63 13	Request for Information	1
00 63 63	Change Order Form	2
00 65 16	Certificate of Substantial Completion	1
00 65 18	Contractor's Affidavit of Compliance Certification and Release	1
00 65 19	Consent of Surety to Final Payment	1
00 72 00	Standard General Conditions of the Construction Contract - 2018	78
00 73 00	Supplementary Conditions	13
01 00 00	GENERAL REQUIREMENTS	
01 11 00	Summary of Work	1
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 78 00	Closeout Requirements	2
01 78 19	Project Record Requirements	2
32 00 00	EXTERIOR IMPROVEMENTS	
32 10 50	Concrete Sidewalk Program	9

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Advertisement for Bids		
		Section:	00 11 13		
		Bid Number:	2469-22	Page:	1 of 1

ADVERTISEMENT FOR BIDS

2022 Sidewalk Program

Bid No. 2469-22

Owner and Work: The City of Sheboygan hereby gives notice that sealed public bids will be received for 2022 Sidewalk Program. The majority work of this contract is generally described as follows:

16,000 SF remove concrete sidewalk and approaches; 200 SF concrete apron removal; 100 LF remove curb and gutter; 200 SF remove integral sidewalk/curb; 100 CY excessive cut; 100 CY excessive fill, gravel; 16,000 SF, 4-inch concrete sidewalk; 500 SF, 6-inch concrete sidewalk; 100 LF, 30-inch curb and gutter; 200 SF, 7-inch concrete aprons; 100 LF, 6-inch concrete curb; 400 SF, integral sidewalk and curb; 200 LF concrete sawing; 1000 SF grading for new sidewalk; 120 SY 4-inch topsoil, seed, fertilizer; 200 SF, 6-inch concrete sidewalk with panel finish; 20 EA, curb ramp detectable warning field. Root grinding and removal shall be incidental to the contract.

Time and Place of Bid Opening: Bids will be received until 10:00 AM Local Time on Wednesday, February 9, 2022. Bids will be received using the QuestCDN vBid website. No Paper bids will be accepted. Prospective bidders must be on the plan holders list through QuestCDN for bids to be accepted. To access the bid form, download the project documents and select the online bidding button on the online advertisement. As soon as practical, after said closing time, all bids will be opened online and a summary of the bids will be available. A public opening will be held at the Municipal Services Building located at 2026 New Jersey Avenue, Sheboygan, WI.

Bidding Documents: Complete digital project bidding documents are available at www.questcdn.com. You may download the digital plan documents for a non-refundable fee of \$30 from the QuestCDN Website.

Quest eBidDoc Number for this project is: 8111314

QuestCDN: Please contact QuestCDN.com at 952-233-1632 or info@questcdninfo.com for assistance in free membership registration, downloading, bidding and working with this digital project information.

Pre-Bid Qualification: All bidders shall be required to file or have on file a valid Bidder's Proof of Responsibility form with the Engineering Division, City of Sheboygan, not less than five (5) days prior to the time of opening of these bids. Only bidders who have demonstrated their qualifications to perform the work will be permitted to bid. Forms are included in the proposed contract documents.

Bid Security: A satisfactory Bid Bond, payable to the City of Sheboygan, WI, in an amount not less than five (5%) percent of the bid.

Legal Provisions: This contract letting shall be subject to the provisions of Section 62.15, 66.0901, and 779.15 of the Wisconsin Statutes.

Ryan J. Szama, P.E., A.I.A.
City Engineer



	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Instructions to Bidders		
		Section:	00 21 13		
		Bid Number:	2469-22	Page:	1 of 10

TABLE OF CONTENTS

	Page
ARTICLE 1 – DEFINED TERMS.....	2
ARTICLE 2 – COPIES OF BIDDING DOCUMENTS	2
ARTICLE 3 – QUALIFICATIONS OF BIDDERS.....	2
ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER’S SAFETY PROGRAM; OTHER WORK AT THE SITE	3
ARTICLE 5 – BIDDER’S REPRESENTATIONS.....	4
ARTICLE 6 – PRE-BID CONFERENCE.....	5
ARTICLE 7 – INTERPRETATIONS AND ADDENDA	5
ARTICLE 8 – BID SECURITY	5
ARTICLE 9 – CONTRACT TIMES	6
ARTICLE 10 – LIQUIDATED DAMAGES.....	6
ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS	6
ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS	6
ARTICLE 13 – PREPARATION OF BID	7
ARTICLE 14 – BASIS OF BID	8
ARTICLE 15 – SUBMITTAL OF BID	8
ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID.....	8
ARTICLE 17 – OPENING OF BIDS	9
ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE.....	9
ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT	9
ARTICLE 20 – BONDS AND INSURANCE	10
ARTICLE 21 – SIGNING OF AGREEMENT	10

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Instructions to Bidders		
		Section:	00 21 13		
		Bid Number:	2469-22	Page:	2 of 10

ARTICLE 1 – DEFINED TERMS


- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions.
- 1.02 QuestCDN has the following meaning:
- A. The term “QuestCDN” is used to describe the Quest Construction Data Network website or the Quest vBid online bidding website, available at <http://www.questcdn.com//>.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the bid advertisement.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 Prospective Bidders are required to furnish or have on file a valid Bidder's Proof of Responsibility form (Form 00 45 13) with the City of Sheboygan Engineering Division not less than five (5) days prior to the time of opening of these bids. Forms for filing of such Proof of Responsibility are attached to the contract documents for the use of all interested bidders.
- 3.02 Said form shall fully develop the bidder's financial ability, adequacy of plant, equipment and organization, prior experience or competency to perform the work contemplated and other pertinent and material facts.
- 3.03 The City reserves the right to require separate Statements for bidding on each public contract. In no event shall this Statement of Bidder's Qualifications be used to qualify bidders for public contracts after one (1) year from Statement's date.
- 3.04 The City reserves the right to consider as unqualified any bidder that does not habitually perform, with his own forces, the major portions of the work under this contract and/or has performed unacceptable or substandard work for the City under previous City contracts.
- 3.05 A Bidder's failure to submit required qualification information within the times indicated will disqualify Bidder from bidding on the Contract.
- 3.06 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.07 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Instructions to Bidders		
		Section:	00 21 13		
		Bid Number:	2469-22	Page:	3 of 10

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 Site and Other Areas

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.


4.02 Existing Site Conditions

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:
 - a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
 - b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
 - c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
2. Engineer will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

- B. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Instructions to Bidders		
		Section:	00 21 13		
		Bid Number:	2469-22	Page:	4 of 10

4.03 Site Visit and Testing by Bidders

- A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 Other Work at the Site


- A. Reference is made to Specification Section 01 11 00 –Summary of work in the Project Bidding Documents for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;

PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Instructions to Bidders		
		Section:	00 21 13		
		Bid Number:	2469-22	Page:	5 of 10

- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

6.01 A pre-bid conference will not be conducted for this Project.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA


7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than three days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.

8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Instructions to Bidders		
		Section:	00 21 13		
		Bid Number:	2469-22	Page:	6 of 10

Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 91 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, Milestones, if identified are to be achieved and the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES


- 10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder's sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS


- 12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Instructions to Bidders		
		Section:	00 21 13		
		Bid Number:	2469-22	Page:	7 of 10

- 12.03 Bidder shall submit with the bid a list of proposed subcontractors in accordance with Wisconsin Statute Section 66.0901(7). The list may not be added to nor altered with the written consent of the City.
- 12.04 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to the City a Non-Collusion Affidavit from each Subcontractor.
- If City, after due investigation, has reasonable objection to any proposed Subcontractor, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 12.05 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor so listed and against which City makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Electronic Bid Worksheet is available from QuestCDN. To access the electronic bid worksheet, download the project documents, then select online bidding on QuestCDN. A summary of the items and units is included in the documents for reference. The official bid worksheet is only available on QuestCDN
- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership's address for receiving notices shall be shown.
- 13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown.
- 13.05 A Bid by an individual shall show the Bidder's name and address for receiving notices.
- 13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture's address for receiving notices shall be shown.
- 13.07 All names shall be printed in ink below the signatures.
- 13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Bid Form.
- 13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Instructions to Bidders		
		Section:	00 21 13		
		Bid Number:	2469-22	Page:	8 of 10

ARTICLE 14 – BASIS OF BID

14.01 Unit Price

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Worksheet under the required section.

If Alternates are present, include a separate unit price for each Alternate provided on the Bid Form. The price for the Alternates will be the amount added to or deleted from the Base Bid if the Owner selects the Alternate. In the evaluation of Bids, Owner may select any combination of Alternates or Owner may choose not to accept any Alternate Bids.

- B. The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity” (which Owner or its representative has set forth in the Bid Worksheet) for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions and as modified in the Supplementary Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.02 Allowances


- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 A Bid shall be received no later than the date and time prescribed in the advertisement or invitation to bid and shall be submitted using QuestCDN as prescribed in the advertisement or invitation to bid.
- 15.02 Only Bidders qualified in accordance with Article 3 will be allowed to access the Quest Bid Worksheet. Engineer will grant access to online Quest Bid Worksheet on QuestCDN. If bidder is qualified in accordance with Article 3 and needs access to Bid Worksheet, bidder shall contact Engineer.
- 15.03 Bid Security and other required documents shall be submitted using QuestCDN.
- 15.04 Paper bids or Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 Bids may be modified and revised using QuestCDN until the such time the bids are opened as indicated in the advertisement or invitation to bid
- 16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid,

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Instructions to Bidders		
		Section:	00 21 13		
		Bid Number:	2469-22	Page:	9 of 10

and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS


- 17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the bids have been reviewed.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid. Only after authorization for such award is made by the City of Sheboygan Common Council, to whom all proposals will be referred for consideration, will the contract be awarded.
- 19.03 Evaluation of Bids
- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Worksheet or prior to the Notice of Award.
 - B. Bids will be evaluated and the low Bidder determined pursuant to Article 19:
 1. If no Alternate is present, bids will be compared on the basis of the “Base Bid” and this amount will be the basis for determining the lowest Bidder.
 2. If an Alternate is present, bids will be compared on the basis of the “Adjusted Base Bid” and this amount will be the basis for determining the lowest Bidder. The sum of the Total Base Bid and any combination of Alternates accepted by the Owner will determine the “Adjusted Base Bid.”
- 19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.


	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Instructions to Bidders		
		Section:	00 21 13		
		Bid Number:	2469-22	Page:	10 of 10

ARTICLE 20 – BONDS AND INSURANCE

- 20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Bid Form		
		Section:	00 41 43		
		Bid Number:	2469-22	Page:	1 of 4

ARTICLE 1 – THE PROJECT

The Project, of which the Work under the Bid is a part, is generally described as follows 2022 Sidewalk Program for the City of Sheboygan, Wisconsin, City Bid Number: 2469-22

ARTICLE 2 – BID RECIPIENT

2.01 This Bid is submitted to:

City of Sheboygan
2026 New Jersey Ave
Sheboygan, WI 53081

2.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 3 – BIDDER'S ACKNOWLEDGEMENTS

3.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 4 – BIDDER'S REPRESENTATIONS

4.01 *In submitting this Bid, Bidder represents that:*


- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.

Addendum, Date

_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Bid Form		
		Section:	00 41 43		
		Bid Number:	2469-22	Page:	2 of 4


to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder 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 Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 5 – BIDDER'S CERTIFICATION

5.01 *Bidder certifies that:*

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder is fully informed respecting the preparation and contents of the attached Bid and all of the pertinent circumstances respecting such Bid
- C. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- D. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- E. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 5.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Bid Form		
		Section:	00 41 43		
		Bid Number:	2469-22	Page:	3 of 4

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.
- F. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

ARTICLE 6 – BASIS OF BID

- 6.01 Bidder will complete the Work in accordance with the Contract Documents for the price submitted on the QuestCDN website.
- 6.02 Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 7 – TIME OF COMPLETION

- 7.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates indicated in the Agreement.
- 7.02 Bidder accepts the provisions of the Agreement and paragraph 19.01 of the Supplementary Conditions as to liquidated damages.


ARTICLE 8 – ATTACHMENTS TO THIS BID

- 8.01 The following documents are submitted using QuestCDN and made a condition of this Bid:
 - A. QuestCDN Bid Unit Price Worksheet as submitted on QuestCDN.
 - B. Required Bid security;
 - C. List of Subcontractors (Document 00 45 50).

ARTICLE 9 – DEFINED TERMS

- 9.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

(Continued on next page)

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Bid Form		
		Section:	00 41 43		
		Bid Number:	2469-22	Page:	4 of 4

ARTICLE 10 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:

[Signature] _____

[Printed name] _____

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

Attest:

[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____


Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Unit Price Worksheet		
		Section:	00 41 44		
		Bid Number:	2469-22	Page:	1 of 1

PART 1 – GENERAL

1.01 SUMMARY

- A. The bid worksheet on the following page(s) is representative of the official bid worksheet located on the QuestCDN website.
- B. The bid worksheet located on the QuestCDN website takes precedence over the bid worksheet in this section.

PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
2022 Sidewalk Program	Required						
	1	2022-1	Remove Concrete Sidewalk and Approaches	SF	16000		
	2	2022-2	Remove Concrete Aprons	SF	200		
	3	2022-3	Remove Curb & Gutter	LF	100		
	4	2022-4	Remove Integral Sidewalk/Curb	SF	200		
	5	2022-5	Excessive Cut	CY	100		
	6	2022-6	Excessive Fill/Gravel	Cy	100		
	7	2022-7	Concrete Sidewalk 4-inch	SF	16000		
	8	2022-8	Concrete Sidewalk 6-inch	SF	500		
	9	2022-9	Concrete Apron 7-inch	SF	200		
	10	2022-10	Concrete Curb and Gutter 30-inch	LF	100		
	11	2022-11	Concrete Curb 6-inch	LF	100		
	12	2022-12	Integral Sidewalk & Curb	SY	400		
	13	2022-13	Concrete Sawing	LF	200		
	14	2022-14	Grading For New Sidewalk	SF	1000		
	15	2022-15	4-inch Topsoil, Seed & Fertilizer	SY	120		
	16	2022-16	Concrete Sidewalk 6-inch with Panel Finish	SF	200		
	17	2022-17	Curb Ramp Detectabel Warning Field	EA	20		

BID BOND

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

BIDDER (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

BID

Bid Due Date:

Description (*Project Name— Include Location*):

BOND

Bond Number:

Date:

Penal sum _____ \$ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____ By: _____
Signature Signature (Attach Power of Attorney)

Print Name Print Name

Title Title

Attest: _____ Attest: _____
Signature Signature

Title Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

CITY OF SHEBOYGAN

BIDDER'S PROOF OF RESPONSIBILITY

This proof of Responsibility is required
pursuant to Section 66.0901 of the Wisconsin Statutes.

**(Must be filed with the Engineering Division
not less than five (5) days prior
to the time set for opening of bids.)**

This form should be submitted to:

City of Sheboygan
Engineering Department
Municipal Service Building
2026 New Jersey Avenue
Sheboygan WI 53081

NOTE: The contents of this questionnaire shall be confidential for the exclusive use of the contracting agency and shall not be made public except by written permission of the prospective bidder.

BIDDER'S PROOF OF RESPONSIBILITY

The contents of this questionnaire will be considered confidential.

If the Engineering Division is not satisfied with the sufficiency of the answers to the questionnaire and financial statement, it may reject the bid or disregard the same or require additional information.

The City reserves the right to require separate Statements for bidding on each public contract. In no event shall this Statement of Bidder's Qualifications be used to qualify bidders for public contracts after one (1) year from this Statement's date.

STATEMENT OF BIDDER'S QUALIFICATIONS

1. Name of Bidder _____
 _____ Corporation _____ Partnership _____ Individual
2. Bidder's Address _____
 City _____ State/Zip _____
 Phone No. _____ FAX No. _____
 E-Mail Address _____
3. When organized? _____ Where incorporated? _____
4. How many years have you been engaged in the contracting business under the present firm name? _____
5. Contracts on hand (Show present contracts, including a schedule as to estimated completion date and gross amount of each contract.

Date Awarded	Type of Work	Percent Completed	Anticipated Completion Date	Cost of Work

(If additional space is required, file separate sheet with details.)

6. General character of work performed by your firm.

(If additional space is required, file separate sheet with details.)

7. Have you ever failed to complete any work awarded to you?

_____ Yes _____ No

If so, attach a statement explaining where and why.

8. Have you ever defaulted on a contract? _____ Yes _____ No

If so, explain where and why.

(If additional space is required, file separate sheet with details.)

9. List your major equipment.

(If additional space is required, file separate sheet with details.)

10. List your experience in the construction of work similar in importance to this project.

(If additional space is required, file separate sheet with details.)

11. Show background and experience of the principal members of your personnel including the officers.

Name	Position Held or Office Held	Years of Construction Experience	Magnitude and Type of Work	Capacity

(If additional space is required, file separate sheet with details.)

12. Credit available. Furnish written evidence, preferably from banks.

13. Financial Statement:

Condition at Close of Business on _____, _____.

Assets:

- a. Cash _____
- b. Accounts Receivable _____
- c. Real Estate Equity _____
- d. Materials in Stock _____
- e. Equipment, Book Value _____
- f. Furniture & Fixtures
Book Value _____
- g. Other Assets _____
- TOTAL ASSETS \$_____

Liabilities:

- h. Accounts, Notes &
Interest Payable _____

i. Other Liabilities _____

TOTAL LIABILITIES \$ _____

NET WORTH \$ _____

14. Additional information may be submitted if desired.

Dated at _____ this _____ day of _____, _____.

NAME OF ORGANIZATION

BY _____

TITLE _____

State of _____

County of _____ ☐

_____ being duly sworn says that he is

_____ of _____
(Organization)

and that the answers of the foregoing questions and all statements contained are true and correct.


Signed _____

Subscribed and sworn to before me this _____ day of _____, _____.

_____ Notary Public

My commission expires _____

PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Non-Collusion Affidavit of Subcontractor		
		Section:	00 45 20		
		Bid Number:	2469-223	Page:	1 of 1

State of _____)

)§

County of _____)

_____, being first duly sworn, deposes and says that:

- 1) He is _____ of
(Owner, partner, officer, representative or agent)
_____hereinafter referred
to as the "Subcontractor";
- 2) He is fully informed respecting the preparation and contents of the subcontractor's Proposal submitted by the subcontractor to _____, the Contractor, for certain work in connection with the _____ contract pertaining to the Project in City of Sheboygan, Wisconsin
- 3) Such subcontractor's Proposal is genuine and is not a collusive or sham proposal:
- 4) Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham proposal in connection with such Contract or to refrain from submitting a proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Proposal or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the (Local Public Agency) or any person interested in the proposed Contract; and
- 5) The price or prices quoted in the subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.


Signed

Title

Subscribed and sworn to before me
this _____ day of _____, 20____.

My commission expires _____

PROJECT MAN


	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:		List of Subcontractors	
		Section:		00 45 50	
		Bid Number:		2469-22	Page:	1 of 1

Project Name: **2022 Sidewalk Program**

List proposed subcontractors below. If no subcontractors are proposed check the box next to "No Subcontractors". This form is still required to be submitted if no Subcontractors are proposed. Add Additional sheets as may be necessary.

☐ No Subcontractors.

Name of Proposed Subcontractors		Class of Work
1 Name:		
Address:		
2 Name:		
Address:		
3 Name:		
Address:		
4 Name:		
Address:		
5 Name:		
Address:		
6 Name:		
Address:		
7 Name:		
Address:		
8 Name:		
Address:		

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2469-22	Page:	1 of 7

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

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and
//Contractor// ("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: Union Avenue Reconstruction, Georgia Avenue to S. 26th Street for the City of Sheboygan, Wisconsin, City Bid Number: 2456-21
- 2.02 City of Sheboygan Resolution: //Resolution Number//
- 2.03 City of Sheboygan Account Number: //Account Number(s)//

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. The Work will be substantially completed on or before August 26, 2022 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.
- 4.03 *Milestones*
- A. Not Used.
- 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

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2469-22	Page:	2 of 7

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


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

4.05 *Special Damages*

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

ARTICLE 5 – CONTRACT PRICE

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

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2469-22	Page:	3 of 7

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
- b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).


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

6.03 *Final Payment*

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

6.04 *Interest*

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

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2469-22	Page:	4 of 7

ARTICLE 7 – CONTRACT DOCUMENTS


7.01 *Contents*

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

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

8.01 *Contractor's Representations*


- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2469-22	Page:	5 of 7

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of 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,

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2469-22	Page:	6 of 7

(b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;


3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

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

(Continued on next page)

PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2469-22	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:

City of Sheboygan

CONTRACTOR:

{Contractor} _____

By:

(signature)

Name,

Title: Ryan Sorenson, Mayor

By:

(signature)

Name,

Title: _____
(printed)

Date: _____

Date: _____

Attest:

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

By:

Address for giving notices:

(signature)

Name,

Title: Meredith DeBruin, City Clerk

Date: _____

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

Address for giving notices:

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

Approved as to form and Execution:

By:

(signature)

Name,

Title: Charles C. Adams, City Attorney

Date: _____

Project Name: Click here to enter text.

Bid Number: Click here to enter text.

Contractor: Click here to enter text.

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [_____, 20__]. *[see Paragraph 4.01 of the General Conditions]*

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is _____, and the date of readiness for final payment is _____] and the number of days to achieve readiness for final payment is _____].

Before starting any Work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions]

By: _____
Engineer/Project Manager

Title: _____

Date: _____

PERFORMANCE BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):*

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed

by a qualified surety equivalent to the bonds issued under the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

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

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims

for damages to which the Contractor is entitled, reduced by valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):*

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

(seal)

Contractor's Name and Corporate Seal

By: _____

Signature

Print Name

Title

Attest: _____

Signature

Title

(seal)

Surety's Name and Corporate Seal

By: _____

Signature *(attach power of attorney)*

Print Name

Title

Attest: _____

Signature

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1 given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

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

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and

8. The total amount due and unpaid to Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

DATE: Click here to enter a date.

CITY BID NUMBER: Click here to enter text.

SUBMITTAL #: Click here to enter text.

PROJECT TITLE: Click here to enter text.

SUBMITTED BY: Click here to enter text.

CONTRACTOR: Click here to enter text.

SPECIFICATION SECTION OR DRAWING NUMBER:

Click here to enter text.

DESCRIPTION OF ITEMS INCLUDED IN SUBMITTAL:

Click here to enter text.

DOCUMENTS ATTACHED: ☐ Shop Drawings ☐ Product Data ☐ Test Results ☐ Other

COMMENTS:

Click here to enter text.



Contractor's Application for Payment No. _____

	Application Period:	Application Date:
To	From (Contractor):	Via (Engineer): N/A
Project:	City Bid Number:	Contractor's Project No.:

Application For Payment Change Order Summary

Approved Change Orders				
Number	Additions	Deductions		
			1. ORIGINAL CONTRACT PRICE.....	\$ _____
			2. Net change by Change Orders.....	\$ _____
			3. Current Contract Price (Line 1 ± 2).....	\$ _____
			4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$ _____
			5. RETAINAGE:	
			a. 5% X Work Completed.....	\$ _____
			b. X Stored Material.....	\$ _____
			c. Total Retainage (Line 5.a + Line 5.b).....	\$ _____
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ _____
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ _____
			8. AMOUNT DUE THIS APPLICATION.....	\$ _____
			9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$ _____
TOTALS				
NET CHANGE BY CHANGE ORDERS				

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:	Date:
-----	-------

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____
(Engineer/Project Manager) (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(City of Sheboygan) (Date)

Progress Estimate - Unit Price Work

Contractor's Application

[illegible]

RFI #: Click here to enter text.

CITY BID NUMBER: Click here to enter text.

DATE SUBMITTED: Click here to enter a date.

PROJECT TITLE: Click here to enter text.

DATE RESPONSE REQUESTED: Click here to enter a date.

REQUESTED BY: Click here to enter text.

CONTRACTOR: Click here to enter text.

SPECIFICATION SECTION OR DRAWING NUMBER:

Click here to enter text.

DESCRIPTION OF REQUEST:

Click here to enter text.

DOCUMENTS ATTACHED: ☐ Yes ☐ No

DETAILED RESPONSE:

Click here to enter text.

DOCUMENTS ATTACHED: ☐ Yes ☐ No

PREPARED BY: Click here to enter text.

DATE RESPONSE SENT: Click here to enter a date.

Change Order Number: _____

Project: _____

Date of Issuance: _____

Bid Number: _____

Effective Date: _____

Contractor: _____

Change in Contract Price Summary

Original Contract Price: _____

Increase/(Decrease) from Previously Accepted Change Orders: _____

Contract Price Prior to this Change Order: _____

Increase/(Decrease) of this Change Order: _____

Contract Price Incorporating this Change Order: _____

Change in Contract Times Summary

	Substantial Completion	Ready for Final Payment
Original Completion Date (or days):	_____	_____
Increase/(Decrease) from Previously Accepted Change Orders:	_____	_____
Completion Date (or days) Prior to this Change Order:	_____	_____
Increase/(Decrease) of this Change Order:	_____	_____
Completion Date (or days) Incorporating this Change Order:	_____	_____

The Contract is modified as follows upon execution of this Change Order:

Add the Following Items of Work

Item #:	Description	Qty.	Unit	Unit Price	Extension
Total Additional Work:					

Revise the Following Items of Work

Item #:	Description	Original				Revised			
		Quantity	Units	Unit Price	Extension	Quantity	Units	Unit Price	Extension
N/A									
Original Total:						Revised Total:			

Total Revised Work (Revised - Original):

Contract

Total Additional Work:

Total Revised Work:

Net Change in Contract:

Final quantities to be determined based on actual quantities constructed and measured.

Contract Change Order

Item 18.

Change Order Number: _____

Project: _____

Date of Issuance: _____

Bid Number: _____

Effective Date: _____

Contractor: _____

Revise the Project Manual and Specifications as Follow

Signatures

Recommended By: _____
Engineer/Project Manager

Date:

Accepted By: _____
Contractor (Authorized)

Date:

Accepted By: _____
City of Sheboygan

Date:

Project Name: [Click here to enter text.](#)

Bid Number: [Click here to enter text.](#)

Contractor: [Click here to enter text.](#)

This ☐ Preliminary ☐ Final Certificate of Substantial Completion applies to:

☐ All Work

☐ The following specified portions of the Work:

//Enter text here//

Date of Substantial Completion: [Click here to enter a date.](#)

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate, if appropriate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The following documents are attached to and made a part of this Certificate: [Click here to enter text.](#)

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.


EXECUTED BY CITY:

By: _____
Engineer/Project Manager
Title: _____
Date: _____

RECEIVED:

By: _____
Contractor (Authorized Signature)
Title: _____
Date: _____

PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Contractor's Affidavit of Compliance		
		Section:	00 65 18		
		Bid Number:	2469-22	Page:	1 of 1

PROJECT NAME: **2022 Sidewalk Program**

I CERTIFY to the best of my knowledge and belief that all work has been performed and materials supplied in strict accordance with the terms and conditions of the corresponding contract documents between the CITY OF SHEBOYGAN, hereinafter called the OWNER, and

_____, hereinafter called the Contractor, for the above referenced project.

I further certify and declare that, except as listed below, all bills for materials, supplied, utilities, and for all other things furnished or caused to be furnished by the CONTRACTOR and used in the execution of the contract will be fully paid upon receipt of Final Payment and that there are no unpaid obligations, liens, claims, security interests, encumbrances, liabilities, and/or demands of State or Federal Agencies, subcontractors, materialmen, mechanics, laborers, or any others resulting from or arising out of any work done, caused to be done, or ordered to be done by the Contractor under the contract.

EXCEPTIONS: (If none, write "NONE," Contractor shall furnish a bond, acceptable to the Owner, for each exception)

In consideration of the prior and final payments made and all payments made for authorized changes, the Contractor releases and forever discharges the OWNER from any and all obligations, liens, claims, security interests, encumbrances, and/or liabilities arising by virtue of the contract and authorized changes between the parties, either verbal or in writing, and any and all claims and demands of every kind and character whatsoever against the OWNER, arising out of or in any way relating to the contract and authorized changes.

I further certify and agree that the warranty period is defined as commencing with Substantial Completion (or with each Substantial Completion if there is more than one) of the Project, or any portion thereof, and continuing for one (1) calendar year from the date of Final Acceptance of the entire project unless otherwise modified in writing as part of the Substantial Completion of Final Acceptance.

This statement is made for the purpose of inducing the Owner to make FINAL PAYMENT under the terms of the contract, relying on the trust and statements contained herein.

Signed


Title

Subscribed and sworn to before me
this _____ day of _____, 20____.

My commission expires _____

(Seal)

PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Consent of Surety to Final Payment		
		Section:	00 65 19		
		Bid Number:	2469-22	Page:	1 of 1

TO OWNER: City of Sheboygan
2026 New Jersey Avenue
Sheboygan, WI

PROJECT NAME: **2022 Sidewalk Program**

DATE: _____

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

Surety Name: _____

Address: _____

_____,

Surety,

on bond of,

Contractor Name: _____

Address: _____

_____,

Contractor,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to

City of Sheboygan
2026 New Jersey Avenue
Sheboygan, WI

, Owner,

as set for in said Surety's bond.

(Surety)

Attest:
(Seal):

(Signature of Authorized Representative)

(Print Name and Title)

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By



Endorsed By



Copyright® 2018

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

The copyright for this EJCDC document is owned jointly by the three sponsoring organizations listed above. The National Society of Professional Engineers is the Copyright Administrator for the EJCDC documents; please direct all inquiries regarding EJCDC copyrights to NSPE.

NOTE: EJCDC publications may be purchased at www.ejcdc.org, or from any of the sponsoring organizations above.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1—Definitions and Terminology.....	1
1.01 Defined Terms.....	1
1.02 Terminology	6
Article 2—Preliminary Matters	7
2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance.....	7
2.02 Copies of Documents	7
2.03 Before Starting Construction	8
2.04 Preconstruction Conference; Designation of Authorized Representatives	8
2.05 Acceptance of Schedules	8
2.06 Electronic Transmittals	9
Article 3—Contract Documents: Intent, Requirements, Reuse	9
3.01 Intent.....	9
3.02 Reference Standards	10
3.03 Reporting and Resolving Discrepancies	10
3.04 Requirements of the Contract Documents.....	11
3.05 Reuse of Documents	11
Article 4—Commencement and Progress of the Work	12
4.01 Commencement of Contract Times; Notice to Proceed	12
4.02 Starting the Work.....	12
4.03 Reference Points	12
4.04 Progress Schedule	12
4.05 Delays in Contractor’s Progress	12
Article 5—Site; Subsurface and Physical Conditions; Hazardous Environmental Conditions	14
5.01 Availability of Lands	14
5.02 Use of Site and Other Areas.....	14
5.03 Subsurface and Physical Conditions.....	15
5.04 Differing Subsurface or Physical Conditions	16

5.05	Underground Facilities	18
5.06	Hazardous Environmental Conditions at Site	19
Article 6—Bonds and Insurance.....		22
6.01	Performance, Payment, and Other Bonds	22
6.02	Insurance—General Provisions	22
6.03	Contractor’s Insurance.....	24
6.04	Builder’s Risk and Other Property Insurance	25
6.05	Property Losses; Subrogation	26
6.06	Receipt and Application of Property Insurance Proceeds	27
Article 7—Contractor’s Responsibilities		27
7.01	Contractor’s Means and Methods of Construction	27
7.02	Supervision and Superintendence	28
7.03	Labor; Working Hours	28
7.04	Services, Materials, and Equipment	28
7.05	“Or Equals”	29
7.06	Substitutes	30
7.07	Concerning Subcontractors and Suppliers.....	31
7.08	Patent Fees and Royalties.....	32
7.09	Permits	33
7.10	Taxes	33
7.11	Laws and Regulations.....	33
7.12	Record Documents.....	34
7.13	Safety and Protection	34
7.14	Hazard Communication Programs	35
7.15	Emergencies	35
7.16	Submittals	36
7.17	Contractor’s General Warranty and Guarantee	38
7.18	Indemnification	39
7.19	Delegation of Professional Design Services	40
Article 8—Other Work at the Site.....		41
8.01	Other Work	41
8.02	Coordination	41
8.03	Legal Relationships.....	42

Article 9—Owner’s Responsibilities	43
9.01 Communications to Contractor	43
9.02 Replacement of Engineer	43
9.03 Furnish Data	43
9.04 Pay When Due.....	43
9.05 Lands and Easements; Reports, Tests, and Drawings	43
9.06 Insurance.....	43
9.07 Change Orders	43
9.08 Inspections, Tests, and Approvals.....	44
9.09 Limitations on Owner’s Responsibilities	44
9.10 Undisclosed Hazardous Environmental Condition.....	44
9.11 Evidence of Financial Arrangements.....	44
9.12 Safety Programs	44
Article 10—Engineer’s Status During Construction	44
10.01 Owner’s Representative.....	44
10.02 Visits to Site.....	44
10.03 Resident Project Representative.....	45
10.04 Engineer’s Authority	45
10.05 Determinations for Unit Price Work	45
10.06 Decisions on Requirements of Contract Documents and Acceptability of Work	45
10.07 Limitations on Engineer’s Authority and Responsibilities	45
10.08 Compliance with Safety Program.....	46
Article 11—Changes to the Contract	46
11.01 Amending and Supplementing the Contract	46
11.02 Change Orders	46
11.03 Work Change Directives.....	47
11.04 Field Orders.....	47
11.05 Owner-Authorized Changes in the Work	47
11.06 Unauthorized Changes in the Work.....	48
11.07 Change of Contract Price	48
11.08 Change of Contract Times.....	49
11.09 Change Proposals.....	49
11.10 Notification to Surety.....	51

Article 12—Claims.....	51
12.01 Claims.....	51
Article 13—Cost of the Work; Allowances; Unit Price Work	52
13.01 Cost of the Work	52
13.02 Allowances	56
13.03 Unit Price Work	56
Article 14—Tests and Inspections; Correction, Removal, or Acceptance of Defective Work	57
14.01 Access to Work.....	57
14.02 Tests, Inspections, and Approvals.....	57
14.03 Defective Work	58
14.04 Acceptance of Defective Work.....	58
14.05 Uncovering Work	59
14.06 Owner May Stop the Work	59
14.07 Owner May Correct Defective Work.....	59
Article 15—Payments to Contractor; Set-Offs; Completion; Correction Period	60
15.01 Progress Payments.....	60
15.02 Contractor’s Warranty of Title	63
15.03 Substantial Completion.....	63
15.04 Partial Use or Occupancy	64
15.05 Final Inspection	65
15.06 Final Payment.....	65
15.07 Waiver of Claims	66
15.08 Correction Period	67
Article 16—Suspension of Work and Termination	68
16.01 Owner May Suspend Work	68
16.02 Owner May Terminate for Cause.....	68
16.03 Owner May Terminate for Convenience.....	69
16.04 Contractor May Stop Work or Terminate	69
Article 17—Final Resolution of Disputes	70
17.01 Methods and Procedures.....	70
Article 18—Miscellaneous	70
18.01 Giving Notice	70
18.02 Computation of Times.....	70

18.03	Cumulative Remedies	70
18.04	Limitation of Damages	71
18.05	No Waiver	71
18.06	Survival of Obligations	71
18.07	Controlling Law	71
18.08	Assignment of Contract.....	71
18.09	Successors and Assigns	71
18.10	Headings.....	71

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by

Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
 17. *Cost of the Work*—See Paragraph 13.01 for definition.
 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or

communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part

thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
 - a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective*: The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - 1. does not conform to the Contract Documents;
 - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
 - 1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and
 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take

precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

- a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
- b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. Abnormal weather conditions;
 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 4. Acts of war or terrorism.
- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the

effect of the delay, disruption, or interference on the critical path to completion of the Work.

- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise;

(b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
 2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
 3. Technical Data contained in such reports and drawings.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
 4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement

- to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities.

Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;
 3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written

statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

- E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the

required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party’s full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party’s obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner’s option, may purchase and maintain Owner’s own liability insurance. Owner’s liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner’s liability policies for any of Contractor’s obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker’s compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor’s liability policies) on each Subcontractor’s commercial general liability insurance policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 1. include at least the specific coverages required;
 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
 4. not seek contribution from insurance maintained by the additional insured; and
 5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
 - 1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 - 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at

Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 “Or Equals”

- A. *Contractor’s Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or equal” item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an “or equal” item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
 - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor’s Expense:* Contractor shall provide all data in support of any proposed “or equal” item at Contractor’s expense.
- C. *Engineer’s Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each “or-equal” request. Engineer may require Contractor to furnish additional data about the proposed “or-equal” item. Engineer will be the sole judge of acceptability. No “or-equal” item will be ordered, furnished, installed, or utilized until Engineer’s review is complete and Engineer determines that the proposed item is an “or-equal,” which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer’s Determination:* Neither approval nor denial of an “or-equal” request will result in any change in Contract Price. The Engineer’s denial of an “or-equal” request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an “or-equal” item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

- A. *Contractor’s Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in

Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or

otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any

license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to

such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any

of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 Submittals

A. Shop Drawing and Sample Requirements

1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. Submittal Procedures for Shop Drawings and Samples: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. Shop Drawings

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. Samples

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer

may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Engineer's Review of Shop Drawings and Samples

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two

resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.

- F. *Owner-delegated Designs:*** Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
1. Observations by Engineer;
 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. Use or occupancy of the Work or any part thereof by Owner;
 5. Any review and approval of a Shop Drawing or Sample submittal;
 6. The issuance of a notice of acceptability by Engineer;
 7. The end of the correction period established in Paragraph 15.08;
 8. Any inspection, test, or approval by others; or
 9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage 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 Contractor, any Subcontractor, any Supplier, or any individual or entity

directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 1. Checking for conformance with the requirements of this Paragraph 7.19;
 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be

set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any

Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.
- B. If Owner has issued a Work Change Directive and:
1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving

- the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
 - C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 - 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
 - 1. A mutually acceptable fixed fee; or
 - 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;

- c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
- d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
- f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
 4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 - 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal

and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe

benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
 - c. *Construction Equipment Rental*
 - 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment,

machinery, or parts must cease when the use thereof is no longer necessary for the Work.

- 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:
1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.
3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
6. Expenses incurred in preparing and advancing Claims.
7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. Contractor's Fee

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. Documentation and Audit:** Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.
- E. *Adjustments in Unit Price*
 - 1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

- b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
- 2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
- 3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved

by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then

Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

- c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

- e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment

bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as

to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
 - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be

as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*


- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

<div> <div>  </div> <div> Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081 </div> </div>					<div> <div>PROJECT MAN</div> <div>Item 18.</div> </div>	
		Document Title:	Supplementary Conditions			
		Section:	00 73 00			
		Bid Number:	2469-22	Page:	1 of 13	

GENERAL

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

INDEX

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY..... 2

 SC – 1.02 Terminology 2

ARTICLE 2 – PRELIMINARY MATTERS..... 2

 SC-2.02 Copies of Documents 2

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF WORK..... 3

 SC-4.01 Commencement of Contract Times; Notice to Proceed 3

 SC-4.03 Reference Points 3

 SC-4.05 Delays in Contractor’s Progress..... 3

ARTICLE 5 – SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS..... 3

 SC-5.03 – Subsurface and Physical Conditions 3

 SC-5.06 – Hazardous Environmental Conditions 4

ARTICLE 6 – BONDS AND INSURANCE..... 4

 SC-6.01 Bonds and Insurance 4

 SC-6.03 Contractor’s Insurance 4

ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES 8

 SC-7.02 Supervision and Superintendence..... 8

 SC-7.03 Labor; Working Hours 8

 SC-7-12 Record Documents 9

ARTICLE 8 – OTHER WORK AT THE SITE10

 SC – 8.02 Coordination..... 10


 SC – 8.03 Legal Relationships..... 10

 SC – 8.04 Claims Between Contractors 10

ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION11

 SC – 10.08 Compliance with Safety Program 11

ARTICLE 11 –CHANGES TO THE CONTRACT.....11

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Supplementary Conditions		
		Section:	00 73 00		
		Bid Number:	2469-22	Page:	2 of 13

SC – 11.06 Change Proposals	11
ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK.....	11
SC – 13.03 Unit Price Work	11
ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD	12
SC – 15.01 Progress Payments	12
SC - 15.01 Progress Payments.....	12
SC – 15.06 Final Payment	12
ARTICLE 19 – LIQUIDATED DAMAGES	12
SC-19.01 Liquidated Damages Schedule.....	12

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

Add the following as paragraph 1.01.A.49”

49. Designer – The individual or entity, if named as such in the agreement, and with which Owner has contracted for the design of the Work.

Add the following as paragraph 1.01.B:

- B. Wherever the term City or CITY is used in these documents, it shall refer to the City of Sheboygan, Sheboygan County, Wisconsin, as represented by its elected officials. The terms “City” and “Owner” in this respect shall be considered synonymous

SC – 1.02 Terminology

Add the following as new paragraph 1.02.H:

- H. Business Day:
1. The words “business day” mean every day the calendar shows, except Saturdays, Sundays, and City-Specified holidays, measured from midnight to the next midnight.

ARTICLE 2 – PRELIMINARY MATTERS


SC-2.02 Copies of Documents

Delete paragraph 2.02.A. in its entirety and insert the following:

- A. Owner shall furnish to Contractor one copy of the fully executed Agreement. Owner will not furnish printed copies of the Project Manual or the Drawings. The electronic portable document format (PDF) Project Manual and Drawings furnished during bidding shall be used by Contractor.

Delete paragraph 2.02.B. in its entirety and insert the following:

- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications. Owner shall make such original printed

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Supplementary Conditions		
		Section:	00 73 00		
		Bid Number:	2469-22	Page:	3 of 13

record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

Delete paragraph 2.03.A.3 in its entirety and insert the following:

3. a preliminary Schedule of Values for lump sum items with Bid Unit Prices in excess of \$100,000, and for which no payment method is defined in the specifications, which includes quantities and prices of items which when added together equal the Bid Unit Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF WORK

SC-4.01 Commencement of Contract Times; Notice to Proceed

Delete the last sentence of paragraph 4.01.A. in its entirety and replace with the following:

In no event will the Contract Times commence to run later than the 115th day after the day of Bid opening or the 30th day after the Effective Date of the Agreement, whichever date is earlier, unless otherwise specified the Section 01 11 00 – SUMMARY OF WORK.

SC-4.03 Reference Points

Delete paragraph 4.03.A and replace with the following:

- A. Engineer shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work. Contractor shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Engineer. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by a Wisconsin licensed Professional Land Surveyor, in good standing, with qualifications approved by the Engineer, to do the re-staking.

SC-4.05 Delays in Contractor's Progress


Delete paragraph 4.05.C.2 and replace with the following:

- C. Abnormal Weather Conditions – Conditions of extreme or unusual weather for a given region, elevation, or season as determined by Engineer. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered Abnormal Weather Conditions.

ARTICLE 5 – SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.03 – Subsurface and Physical Conditions

Add the following new paragraphs immediately after Paragraph 5.03.A.3:

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Supplementary Conditions		
		Section:	00 73 00		
		Bid Number:	2469-22	Page:	4 of 13

4. The reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely are identified in Specification 01 11 00 – Summary of Work.
5. The drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely are identified in Specification 01 11 00 – Summary of Work
6. Contractor may examine copies of reports and drawings identified in SC-5.03.A.4 and SC-5.03.A.5 that were not included with the Bidding Documents at City of Sheboygan Department of Public Works by requesting a meeting to occur during regular business hours, or may request copies from Engineer.

SC-5.06 – Hazardous Environmental Conditions

Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely are identified in Specification 01 11 00 – Summary of Work.
5. The drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely are identified in Specification 01 11 00 – Summary of Work.
6. Contractor may examine copies of reports and drawings identified in SC-5.06.A.1 and SC-5.06.A.5 that were not included with the Bidding Documents at City of Sheboygan Department of Public Works by requesting a meeting to occur during regular business hours, or may request copies from Engineer.

ARTICLE 6 – BONDS AND INSURANCE

SC-6.01 Bonds and Insurance


Add the following to the end of paragraph 6.01.E.

Owner will make no further progress payments under the Agreement until Contractor provides the required bond.

SC-6.03 Contractor's Insurance

Add the following new paragraph immediately after Paragraph 6.03.J:

- D. *Other Additional Insureds:* As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Supplementary Conditions		
		Section:	00 73 00		
		Bid Number:	2469-22	Page:	5 of 13

additional insureds (in addition to Owner and Engineer) the following: Designer, if identified in the Agreement.

- E. *Workers' Compensation and Employer's Liability.* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).


Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Jones Act (if applicable)	
Bodily injury by accident—each accident	\$1,000,000
Bodily injury by disease—aggregate	\$1,000,000
Employer's Liability	
Each accident	Statutory
Each employee	Statutory
Policy limit	Statutory
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	\$

- F. *Commercial General Liability—Claims Covered.* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:


1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
2. damages insured by reasonably available personal injury liability coverage, and
3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

- G. *Commercial General Liability—Form and Content.* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Supplementary Conditions		
		Section:	00 73 00		
		Bid Number:	2469-22	Page:	6 of 13

- b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage.
 6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- H. *Commercial General Liability—Excluded Content*: The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
 1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 4. Any exclusion of coverage relating to earth subsidence or movement.
 5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).
 6. Any limitation or exclusion based on the nature of Contractor's work.
 7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.
- I. *Commercial General Liability—Minimum Policy Limits*

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Supplementary Conditions		
		Section:	00 73 00		
		Bid Number:	2469-22	Page:	7 of 13

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$2,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000


- J. *Automobile Liability*: Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage	
Each Accident	\$1,000,000
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000

- K. *Umbrella or Excess Liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$2,000,000
General Aggregate	\$1,000,000

- L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements*: Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of \$[specify amount] after accounting for partial attribution of its limits to underlying policies, as allowed above.
- M. *Contractor's Pollution Liability Insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Supplementary Conditions		
		Section:	00 73 00		
		Bid Number:	2469-22	Page:	8 of 13

Contractor's Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	N/A
General Aggregate	N/A

- N. *Contractor's Professional Liability Insurance:* If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	Policy limits of not less than:
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

- O. *Railroad Protective Liability Insurance:* Prior to commencing any Work within 50 feet of railroad-owned and controlled property, Contractor shall (1) endorse its commercial general liability policy with ISO CG 24 17, removing the contractual liability exclusion for work within 50 feet of a railroad, (2) purchase and maintain railroad protective liability insurance meeting the following requirements, (3) furnish a copy of the endorsement to Owner, and (4) submit a copy of the railroad protective policy and other railroad-required documentation to the railroad, and notify Owner of such submittal.

Railroad Protective Liability Insurance	Policy limits of not less than:
Each Claim	As required by Railroad
Aggregate	As required by Railroad

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

SC-7.02 Supervision and Superintendence


Add the following paragraphs immediately after Paragraph 7.02.B

- A. Contractor shall provide to Engineer and Owner the name and telephone number of the resident superintendent or another responsible person who will be available to contact during non-working hours, weekends and holidays.

SC-7.03 Labor; Working Hours

Add the following a new subparagraphs immediately after Paragraph 7.03.C:

- Regular Working Hours shall be 7:00 am to 7:00 PM, local time, Monday through Friday.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Supplementary Conditions		
		Section:	00 73 00		
		Bid Number:	2469-22	Page:	9 of 13

2. Owner's Legal Holidays are as follows:

- a. New Year's Day
Good Friday (Friday before Easter)
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day
- b. When a scheduled legal holiday falls on Saturday it will be observed on the previous Friday. A holiday that falls on Sunday will be observed the following Monday. The City retains the right to schedule holiday observance which best suits its operations schedule.


SC-7-12 Record Documents

Delete the last sentence of paragraph 7.12.A and replace with the following:

Within 14 days following completion of the Work and prior to final payment, Contractor shall deliver these record documents to Engineer.

Add the following as Paragraph 7.15.B:

- B. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, and Contractor cannot be reached, Owner or Engineer may act to attempt to prevent threatened damage, injury, or loss. Owner or Engineer will give Contractor prompt written notice of such action and the cost of the correction or remedy shall be charged against Contractor. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Owner or Engineer in response to such an emergency, a Work Change Directive or Change Order will be issued.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Supplementary Conditions		
		Section:	00 73 00		
		Bid Number:	2469-22	Page:	10 of 13

ARTICLE 8 – OTHER WORK AT THE SITE

SC – 8.02 Coordination

Modify paragraph 8.02.A as follows:

Delete the words “the Supplementary Conditions” and replace with the words “Specification Section 01 11 00 – Summary of Work”.

Modify paragraph 8.02 as follows:

Delete the words “the Supplementary Conditions” and replace with the words “Specification Section 01 11 00 – Summary of Work”.

SC – 8.03 Legal Relationships

Modify the second sentence of paragraph 8.03.A as follows:


Delete the words “30 days” and replace with the words “10 days”.

SC – 8.04 Claims Between Contractors

Add the following new section immediately following Section 8.03:

8.04 Claims Between Contractors

- A. Should Contractor cause damage to the work or property of any separate contractor at the Site, or should any claim arising out of Contractor’s performance of the Work at the Site be made by any separate contractor against Contractor, Owner, Engineer, Engineer’s Consultants, or the construction coordination, Contractor shall promptly attempt to settle with such separate contractor by agreement or to otherwise resolve the dispute by arbitration or at law.
- B. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner, Engineer, Engineer’s Consultants, the construction coordinator and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly, or consequentially out of any action, legal or equitable, brought by any separate contractor against Owner, Engineer, Engineer’s Consultants, or the construction coordinator to the extent said claim is based on or arises out of Contractor’s performance of the Work. Should a separate contractor cause damage to the Work or property of Contractor or should the performance of work by any separate contractor at the Site give rise to any other Claim, Contractor shall not institute any action, legal or equitable, against Owner, Engineer, Engineer’s Consultants, or the construction coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from Owner, Engineer, Engineer’s Consultants, or the construction coordinator on account of any such damage or Claim.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Supplementary Conditions		
		Section:	00 73 00		
		Bid Number:	2469-22	Page:	11 of 13

- C. If Contractor is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor, and Owner and Contractor are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, Contractor may make a Claim for an extension of times in accordance with Article 11. An extension of the Contract Times shall be Contractor's exclusive remedy with respect to Owner, Engineer, Engineer's Consultants, and construction coordinator for any delay, disruption, interference, or hindrance caused by any separate contractor. This paragraph does not prevent recovery from Owner, Engineer, Engineer's Consultant, or construction coordinator for activities that are their respective responsibilities.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

SC – 10.08 Compliance with Safety Program

Add the following as paragraph 10.08

- B. In the event Engineer determines that Contractor's safety plans, programs, and procedures do not provide adequate protection for Engineer, Engineer may direct its employees to leave the Site or implement additional safeguards for Engineer's protection. If taken, these actions will be in furtherance of Engineer's responsibility to its own employees only, and Engineer will not assume any responsibility for protection of any other persons affected by the Work. In the event Engineer observes situations which appear to have potential for immediate and serious injury to persons, Engineer may warn the persons who appear to be affected by such situations. Such warnings, if issued, shall be given based on general humanitarian concerns, and Engineer will not, by the issuance of any such warning, assume any responsibility to issue future warnings or any general responsibility for protection of persons affected by the Work.

ARTICLE 11 –CHANGES TO THE CONTRACT

SC – 11.06 Change Proposals

Modify the first sentence of paragraph 11.06.B.1 as follows:


Delete the words "30 days" and replace with the words "10 days".

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC – 13.03 Unit Price Work

Modify the paragraph 13.03.B and replace with the following:

The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparisons of Bids and determining initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities, unless noted otherwise in the specifications.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Supplementary Conditions		
		Section:	00 73 00		
		Bid Number:	2469-22	Page:	12 of 13

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC – 15.01 Progress Payments

Add the following as paragraph 15.01.B.4

1. The Application for Payment form to be used is EJCDC C-620 or City of Sheboygan Application for Payment Form 00 62 76, or a similar form approved by the Owner

SC – 15.01 Progress Payments

Modify the first sentence of paragraph 15.01.B.1 as follows:

Delete the words “20 Days” and replace with the words “thirty days”.

Modify the second sentence of paragraph 15.01.D.1 as follows:

Delete the words “Ten days” and replace with the words “Forty-five days”.

SC – 15.06 Final Payment

Add the following as Paragraph 15.06.A.2.f

- f. Contractors Affidavit of Compliance (Document 00 65 18)

LIQUIDATED DAMAGES		
Original Contract Amount		
From more than:	To and including:	Calendar Day
\$0	\$100,000	\$180
\$100,000	\$300,000	\$295
\$300,000	\$500,000	\$480
\$500,000	\$1,000,000	\$665
\$1,000,000	-----	\$990

ARTICLE 19 – LIQUIDATED DAMAGES

SC-19.01 Liquidated Damages Schedule

Add the following as Article 19 – LIQUIDATED DAMAGES


- 19.01 The following table represents the Liquidated Damages applicable to City of Sheboygan Agreements as referenced in paragraph 4.03 of the Agreement:

PROJECT MAN

CITY OF SHEBOYGAN PUBLIC WORKS	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Supplementary Conditions		
		Section:	00 73 00		
		Bid Number:	2469-22	Page:	13 of 13

LIQUIDATED DAMAGES		
Original Contract Amount		
From more than:	To and including:	Calendar Day
\$0	\$100,000	\$180
\$100,000	\$300,000	\$295
\$300,000	\$500,000	\$480
\$500,000	\$1,000,000	\$665
\$1,000,000	-----	\$990

PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Summary of Work		
		Section:	01 11 00		
		Bid Number:	2456-21	Page:	1 of 2

PART 1 – GENERAL**1.01 SUMMARY**

- A. Summary of the Work including work by the City, City-Furnished Products, Work by Others, Sequence of work, Contractors use of the Premises.
- B. Work under the project will generally consist of the items stated in 00 11 13 – Advertisement for Bids.

1.02 PAYMENT PROCEDURES

- A. Work specified in the Sections is considered incidental and payment shall be included as part of appropriate unit prices included on Bid Form.

1.03 WORK BY THE CITY

- A. None

1.04 TRAFFIC CONTROL

- A. Maintain at least one lane of traffic in each direction at all times.

1.05 PERMITS

- A. The following permits have been obtained or will be obtained by the City of Sheboygan prior to the start of Construction:
 - a. None.


1.06 SUBSURFACE AND PHYSICAL CONDITIONS

- A. The reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely are:
 - a. None.
- B. The drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely are:
 - a. None.

1.07 HAZARDOUS ENVIRONMENTAL CONDITIONS

- A. The reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely are
 - a. None.

PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Summary of Work		
		Section:	01 11 00		
		Bid Number:	2456-21	Page:	2 of 2

- B. The drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely are

a. None.

PART 2 – PRODUCTS


2.01 CITY FURNISHED PRODUCTS

A. None.

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Work Restrictions		
		Section:	01 14 00		
		Bid Number:	2469-22	Page:	1 of 5

PART 1 – GENERAL

1.01 SUMMARY

- A. Provide all items, articles, materials, operations or method, labor, supervision, equipment, incidentals, taxes and permits necessary to complete the Work as described within the Contract Documents. Install all items furnished by City as mentioned or scheduled within the Contract Documents.

1.02 PAYMENT PROCEDURES

- A. Work specified in the Section is considered incidental and payment shall be included as part of appropriate unit prices included on Bid Form.

1.03 SEQUENCE OF WORK

- A. Existing facilities shall remain in service and available for public use during construction, unless specified in this or other sections.

1.04 CONTRACTOR USE OF THE PREMISES

- A. Limit all operations to City right-of-ways or Easements; restore damaged properties outside of right-of-ways or easements at no cost to the City.

1.05 REFERENCE STANDARDS OR SPECIFICATIONS


- A. When other specifications documents are referenced within this project manual any text within those documents discussing contract administration, measurement or payment are not included, unless otherwise specified.
- B. Where compliance with two or more industry standards or sets of requirements are specified, and the overlapping of those standards or requirements establishes different or conflicting minimums or levels of quality, the most stringent requirement (which is generally recognized to be also most costly) is intended and will be enforced, unless more detailed language written directly into Contract Documents clearly indicates that a less stringent requirement is acceptable.

1.06 NOTIFICATION TO THE PUBLIC

- A. Notify affected residents and businesses a minimum of 7 business days prior to commencing work.
- B. Notify affected residents and businesses a minimum of 3 business days prior to closing a driveway.
- C. Notify Engineer 7 business days prior to closing a street. Engineer will notify Sheboygan Police, Fire and Ambulance, Sheboygan County Sheriff's Department and Sheboygan Transit.

1.07 ACCESS REQUIREMENTS

- A. Maintain access to business and residents at all times, unless otherwise noted.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Work Restrictions		
		Section:	01 14 00		
		Bid Number:	2469-22	Page:	2 of 5

- B. Provide continuous access for emergency vehicles.
- C. Comply with Section 01 11 00 – Summary of work for additional access requirements, if any.

1.08 MAIL DELIVERY

- A. Work with the U.S. Postal Service to assure mail delivery throughout the project. Some or all mail boxes may have to be moved, temporarily relocated or replaced in a new location. Relocating mail boxes, temporarily or permanently, shall be incidental to the contract, and meet the Postal Service criteria.

1.09 REMOVALS

- A. Do not remove or damage any tree, shrub, or other land resource unless indicated for removal.
- B. At limits of pavement, curb and gutter, driveway or sidewalk removal provide a full depth saw cut prior to removal. Provide straight, vertical sawcuts at all edges of existing asphalt and concrete materials to be matched by new pavement materials. This shall include curb and gutter, driveway aprons, sidewalk, and street pavement and patching work. If the sawed edges break prior to placement of the new pavement, curb and gutter, driveway or sidewalk, re-sawcut the existing edge.

1.10 PROJECT MEETINGS


- A. Conduct bi-weekly progress meetings throughout the construction period. Meetings will be held at the Sheboygan Department of Public Works office.
 - 1. Items to be discussed at meeting shall include, but not be limited to:
 - a. Review of progress since previous meeting.
 - b. Review Outstanding Items since last meeting.
 - c. Contractors Schedule (3-week look ahead).
 - d. Submittal Schedule.

1.11 CONSTRUCTION STAKING

- A. Layout of the work is the responsibility of the Contractor.
- B. Comply with Section 01 71 23 – Construction Staking

1.12 SUBMITTALS

- A. Work-Related Submittals:
 - 1. Shop Drawings:
 - a. As defined in Paragraph 1.01.A.39 of the General Conditions, and in particular includes technical data and drawings specifically prepared for this Project, including fabrication and installation drawings, diagrams, data sheets, schedules, templates, patterns, reports, instructions, design mix formulas, measurements, and similar information not in standard printed form.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Work Restrictions		
		Section:	01 14 00		
		Bid Number:	2469-22	Page:	3 of 5

2. Product Data:

- a. Includes standard catalog type printed information on manufactured materials, equipment and systems that has not been specifically prepared for this Project, including manufactures' product specifications, manufacturers' instructions, catalog cut sheets, standard wiring diagrams, printed performance curves, mill reports, and standard color charts.

3. Test Results:

- a. Includes source and field quality inspection and test reports, actual performance curves, and certifications of results prepared specifically for equipment, material, and systems provided for this Project.

4. Miscellaneous Submittals:

- a. Work-related submittals that do not fit in previous categories, including schedules, guarantees, warranties, certifications, maintenance agreements, workmanship bonds, survey data and reports, physical work records, copies of industry standards, field measurements, extra materials, keys, and similar information, devices, and materials applicable to Work.

B. Action On Submittals

1. Unsolicited Submittals:

- a. Engineer will return unsolicited submittals without reviewing.

2. Response:

a. Marked: "Approved"

1. Work covered by submittal may proceed provided it complies with Contract Documents. Acceptance of Work depends on that compliance.

b. Marked: "Approved As Noted"

1. Work covered by submittal may proceed provided it complies with Engineer's notations or corrections on submittal and with Contract Documents. Acceptance of work depends on that compliance. Resubmittal not required.

c. Marked: "Not Approved"

1. Work covered by submittal does not comply with Contract Documents. Do not proceed with Work covered by submittal.
2. Prepare new submittal complying with Contract Documents and Engineer's notations.


d. Marked: "Filed for Record"

1. Work covered by the submittal does not require approval.
2. Submitted documentation is filed with the project records.

1.13 MANUFACTURERS' DIRECTIONS

- A. Manufactured articles, materials and equipment shall be stored, commissioned, operated, applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer, unless specified to the contrary.

- B. Wherever specifications explicitly call for work to be performed or materials to be installed in accordance with the manufacturer's directions, furnish copies in accordance with the Submittals paragraphs of the specification section before installing the material or performing the work.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Work Restrictions		
		Section:	01 14 00		
		Bid Number:	2469-22	Page:	4 of 5

1.14 PROJECT OBSERVATION

- A. All work under this proposal shall be subject to the observation by authorized personnel of the Engineer, and all findings, determinations and recommendations by the Engineer or its duly authorized agents shall be final and conclusive.
- B. Provide the Engineer a three business day notice prior to the start of any work on the project. Any work done without three business day notice will be subject to non-payment. If observation of the work is not required, the Engineer shall inform the foreman and the work will be reviewed upon completion.

1.15 INCIDENTAL ITEMS OF WORK

- A. Any items of work shown on the drawings or required by the specifications but not specifically included in the Bid shall be considered incidental items of work. The cost of incidental items of work shall be included in the prices bid for related work.

1.16 PERMITS


- A. Acquire all necessary City permits. Contact the Building Inspection Department at 920-459-3477 to determine the associated fees and shall be incidental to the contract. These permits shall be obtained at the City of Sheboygan Building Inspection Department located on the 1st Floor of City Hall, 828 Center Avenue, Sheboygan, Wisconsin.
- B. Comply with the City licensing requirements established by the City of Sheboygan Building Inspection Department for plumbing, HVAC, electrical and building construction. These applications are obtained in the Building Inspection Department, located on the 1st Floor of City Hall, 828 Center Avenue, Sheboygan, Wisconsin.
- C. Comply with permits, if any, identified in Section 01 11 00 – Summary of Work.

1.17 EXISTING FACILITIES

- A. Provide a minimum of a 3 business day notice to owners of existing utilities prior to excavation activities.
- B. The requirements of Section 182.0175 of the Wisconsin State Statutes apply to work under this contract.

1.18 DELIVERY, STORAGE, AND HANDLING

- A. Adjust weight, type, capacity, haul routes, and method of operation of hauling vehicles such that there is no damage to existing streets, subgrade, or base course.
- B. Engineer has final authority to revise haul routes, procedures, and operation times.
- C. Keep haul routes clean and free of construction material and debris.
- D. Construction equipment, materials and stockpiles shall not be left within 100 feet of any commercial establishment during non-working hours or when no working is occurring.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Work Restrictions		
		Section:	01 14 00		
		Bid Number:	2469-22	Page:	5 of 5

- E. Parking restrictions shall be obeyed at all times in the vicinity of schools.

1.19 WATER UTILITY AND HYDRANT USE

- A. Do not operate any hydrants, valves or other apparatus owned by the Sheboygan Water Utility.
- B. Should water from hydrants be needed during construction, the contractor shall apply, in person, for a hydrant use permit at the Sheboygan Water Utility Office, 72 Park Avenue. Any damage to Water Utility apparatus shall be repaired at the Contractor's expense.
- C. Coordinate with Sheboygan Water Utility to repair any damaged water service laterals or water mains. Sheboygan Water Utility will determine extent of repairs required. If a lead water service is exposed contract the Sheboygan Water Utility within 1 hour.

1.20 SANITARY FACILITIES

- A. Provide and maintain sanitary chemical toilets located where approved and in sufficient number required for the work force employed by Contractor.

1.21 PUBLIC RECORDS LAW

- A. The City of Sheboygan is subject to the Wisconsin public records law. Any submissions to the City in connection with this project may be disclosed in response to a public records request.

PART 2 – PRODUCTS


2.01 CITY FURNISHED PRODUCTS

- A. City will furnish materials as specified in Section 01 64 00 – City Furnished Products of the Project Specific Manual. If section is not included in the Project Specific Manual, then no products will be furnished by City.

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Quality Assurance		
		Section:	01 43 00		
		Bid Number:	2469-22	Page:	1 of 2

PART 1 – GENERAL

1.01 SUMMARY

- A. Section Includes:
1. Quality assurance.
 2. Procedures to measure and report the quality and performance of the Work.
 3. Requirements for Contractor Cooperation
 4. Payment.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment:
1. All Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 SUBMITTALS


- A. Prior to start of Work, submit testing laboratory name for various specified tests for approval by Engineer.
- B. After each inspection or test, submit copies of report to Engineer no later than 3 business days after completion of inspection or test. Include:
1. Test date
 2. Project Number and Title
 3. Inspector or Tester
 4. Date and time of sampling, testing or inspection
 5. Location of inspection or test
 6. Identification of product and applicable Specification Section.
 7. Test Results
 8. Conformance with Contract Documents.
- C. Manufacturer's certificates of quality control or performance.

1.04 WORKMANSHIP

- A. Comply with industry standards of the region, except where more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.

1.05 TESTS AND INSPECTIONS

- A. Conform to the requirements of the General Conditions, except as modified herein.
- B. Notify Engineer 48 hours prior to expected time for operations requiring tests and inspections.
- C. Provide incidental labor and facilities to obtain and handle samples at Site or source, transport samples to laboratory, and facilitate tests and inspections for storing and curing of test samples.
- D. Owner shall pay for all testing not identified in the specifications. Any test identified in the specifications is the responsibility of the contractor.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Quality Assurance		
		Section:	01 43 00		
		Bid Number:	2469-22	Page:	2 of 2

1. If any test fails to meet requirements, reimburse Owner for cost of all subsequent tests to ensure compliance.
- E. Notify Engineer of pit and scale location and other correlated items prior to beginning Work.
- 1.06 LABORATORY RESPONSIBILITIES
- A. Test samples and perform field tests.
 - B. Provide qualified personnel. Cooperate with Engineer and Contractor in performance of services.
 - C. Ascertain compliance with the requirements of the Contract Documents.
 - D. When requested by Engineer, provide interpretation of test results.
- 1.07 LIMITS ON TESTING LABORATORY AUTHORITY
- A. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - B. Laboratory may not approve or accept any portion of the Work.
 - C. Laboratory may not assume any duties of Contractor.
 - D. Laboratory has no authority to stop Work.
- 1.08 MANUFACTURER'S CERTIFICATES
- A. If requested by Engineer, submit manufacturer's certificate with shop drawings certifying that products meet or exceed specified requirements executed by responsible officer.
- 1.09 MANUFACTURER'S FIELD SERVICES
- A. Provide qualified representative to observe field conditions; conditions of surfaces and installation; quality of workmanship; start-up of equipment; and test, adjust, and balance of equipment.

PART 2 – PRODUCTS


(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Temporary Environmental Controls		
		Section:	01 57 19		
		Bid Number:	2469-22	Page:	1 of 2

PART 1 – GENERAL

1.01 SUMMARY

- A. Maintain work areas free from environmental pollution that would be in violation of federal, state or local regulations.
- B. Permits obtained by Owner are list in Section 01 11 00 – Summary of Work. All other permits not listed are to be obtained by Contractor.

1.02 PAYMENT PROCEDURES

- A. Work specified in this section is considered incidental and payment shall be included as part of appropriate unit prices included in Bid Form.

PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

3.01 GENERAL

- A. Confine construction activities to areas defined on the Drawings or elsewhere in the Contract Documents.
- B. Grade site to drain. Maintain excavations free of water.
- C. Protect site from puddling or running water.


1.03 ARCHAEOLOGICAL FINDS DURING CONSTRUCTION

- A. There are no known archaeological remains at the Project site.
- B. Should skeletons, artifacts, or other archaeological remains be uncovered:
 - 2. Suspend operations of this Contract at the site of discovery.
 - 3. Continue operations in other areas.
 - 4. Notify Engineer immediately of the finding.
- C. Should the discovery site require archaeological studies resulting in delays and/or additional work, Contractor will be compensated by an adjustment under pertinent provisions of the Contract.

4.03 PROTECTION OF STORM SEWERS

- A. Prevent construction materials, concrete, earth or other debris from entering existing storm sewers or sewer construction.
- B. Inlet protection required for all storm sewers with project limits.


PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Temporary Environmental Controls		
		Section:	01 57 19		
		Bid Number:	2469-22	Page:	2 of 2

4.04 PROTECTION OF WATERWAYS

- A. Comply with federal, state and local regulations regarding pollution of lakes, streams, rivers or wetlands by dumping of refuse, rubbish, dredge material or debris.
- B. Disposal of materials into waters of state must conform to requirements of Wisconsin DNR.
- C. Comply with Wisconsin Department of Transportation "Product Acceptability List" (PAL), current edition and Wisconsin Department of Natural Resources Storm Water Management Technical Standards.

END OF SECTION

PROJECT MAN				
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Closeout Requirements	
		Section:	01 78 00	
		Bid Number:	2469-22	Page: 1 of 2

PART 1 – GENERAL

1.01 SUMMARY

- A. Section includes requirements for Project Closeout and Final Payment including:
 1. Submittals,
 2. Inspections Procedures,
 3. Record Document Submittals.

1.02 PAYMENT PROCEDURES

- A. Work specified in this section is considered incidental and payment shall be included as part of appropriate unit prices included in Bid Form.

1.03 SUBSTANTIAL COMPLETION

- A. Comply with section 15.03 of the General Conditions.

1.04 FINAL COMPLETION

- A. Comply with Section 15.05 and 15.06 of the General Conditions

1.05 RECORD DRAWINGS

- A. Submit to Engineer a set of record documents as described in paragraph 7.11.A of the General Conditions and Section 01 78 39 – Project Record Documents.

PART 2 – PRODUCTS

(NOT USED)


PART 3 – EXECUTION

3.01 PROJECT CLOSEOUT CHECKLIST

- A. The project closeout checklist at the end of this document will be used by the Engineer to document the closeout status of the project.

END OF SECTION

PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Closeout Requirements		
		Section:	01 78 00		
		Bid Number:	2469-22	Page:	2 of 2


PROJECT CLOSEOUT CHECKLIST (Based on 2018 EJCDC General Conditions of the Contract)

Contract Status	Item to be Completed:	Reference	Completed/Submitted By:	Date Completed:
Substantial Completion				
	Letter requesting Substantial Completion	GC 15.03.A	Contractor	
	Draft of Punch List Items to be completed or corrected before final payment	GC 15.03.A	Contractor	
	Inspect work	GC 15.03.B	Owner/Contractor/Engineer	
	Notification if not ready for Substantial Completion	GC 15.03.B	Engineer/Owner	
	Certification of Substantial Completion Issued	GC 15.03.C	Engineer/Owner	
Date of Substantial Completion				

Final Completion				
	Letter requesting Final Completion	GC 15.05.A	Contractor	
	Inspect work	GC 15.05.A	Owner/Contractor/Engineer	
Date of Final Completion				

Final Payment				
	Submit Record Drawings	GC 15.06.A.1 GC 15.06.A.2.a GC 7.12 SC 7.12 01 78 39	Contractor	
	Consent of Surety to Final Payment	GC 15.06.A.2.b	Contractor	
	List of Pending Change Proposals and Claims	GC 15.06.A.2.d	Contractor	
	Lien Waivers	GC 15.06.A.2.e	Contractor	
	Contractor's Affidavit of Compliance	SC 15.06.A.2.f	Contractor	
	Final Pay Application	GC 15.06.A.1	Contractor	
	Notice of Acceptability	GC 15.06.C	Engineer	
	Final Payment	GC 15.06.E	Owner	
Date of Final Payment				

PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Project Record Documents		
		Section:	01 78 39		
		Bid Number:	2469-22	Page:	1 of 2

PART 1 - GENERAL

1.01 SUMMARY

- A. Throughout progress of the Work, maintain an accurate record of changes in the Contract Documents.

1.02 PAYMENTS

- A. Work specified in this section is considered incidental and payment shall be included as part of appropriate unit prices included in Bid Form.

1.03 SUBMITTALS

- A. Prior to submitting request for final completion, deliver one complete marked up set of Drawings to Engineer for use in preparation of record drawings.

PART 2 - PRODUCTS


(NOT USED)

PART 3 - EXECUTION

3.01 RECORD DRAWINGS


- A. Maintain one record set of Drawings legibly annotated to show all changes made during construction and the final location of all underground piping and utilities.
 - 1. The marked up set of Drawings shall be a compilation of all of the work completed. Individual sets from the various subcontractors will not be accepted.
 - 2. The marked up set of Drawings shall graphically show the changes. Reference to RFI's, Change Orders will not be accepted.
 - 3. The Record Drawings will show
 - a. Grade changes, changes in elevations for footings, culverts, manholes etc.
 - b. New or revised LC, PC, PI, and PT.
 - c. Relocated driveway entrances.
 - d. Changes in size, location, and slope of pipes.
 - e. Changes to invert elevations.
 - f. Undercut areas.
 - g. Areas of geotextile fabric or geogrid.
 - h. Omissions, errors and discrepancies discovered during construction.
 - i. Features added, revised, or deleted by contract change orders.
 - j. Corrected or new bench marks. Cross out those that no longer exist.
 - k. Changes to drainage.
 - l. Material type, size, and manufacturer where optional materials are allowed by specifications.
 - m. Final dimensions, elevations, details, sizes, numbers, lengths, locations, etc., if different from the original plan.
 - n. Locations of private utilities, if different from original plans.
 - o. Any other information necessary to document site conditions.
 - 4. Graphically depict changes by modifying or adding to plans, and details Using a red colored pencil or pen.

PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Project Record Documents		
		Section:	01 78 39		
		Bid Number:	2469-22	Page:	2 of 2

5. Wherever a revision is made, also make changes to related section views, details, legend, profiles, plans and elevation views, schedules, notes and call out designations, and mark accordingly to avoid conflicting data on all other sheets.
6. For deletions, cross out all features, data and captions that relate to that revision.

END OF SECTION

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Concrete Sidewalk Program		
		Section:	32 10 50		
		Bid Number:	2469-22	Page:	1 of 9

PART 1 – GENERAL

1.01 SUMMARY

- A. This work shall consist of constructing new concrete sidewalks and crosswalks; removing and reconstructing faulty existing concrete sidewalks and crosswalks; removing and reconstructing curb, or curb and gutter, removing and reconstructing street pavement; tree root cutting, excavation and removal of trimmings, restoration and clean-up of sites at locations designated by the Engineering Department in all parts of the City, on a prepared foundation or base as provided in these specifications.
- B. Location, width and grade for sidewalks and crosswalks will be set by the City Engineering Department upon request.

1.02 DEFINITIONS

- A. WisDOT Specs: Wisconsin Department of Transportation Standards Specifications for Highway Construction, latest Edition.

1.03 PAYMENT PROCEDURES

A. REMOVALS

1. Description:


- a. This work shall consist of removing, wholly or in parts, sidewalks, steps, curb and gutter, curb, pavements and crosswalks, and integral sidewalk and curb occurring within the individual project areas and which interfere with the required marked construction, and shall also consist of disposing of the resulting rubble and soil removed.
- b. Removing of pavements shall consist of removal of Portland cement concrete pavements, irrespective of the depth and including all surfaces or other pavement superimposed thereon.
- c. Install the new sidewalks, steps, curb and gutter, pavements and crosswalks within three (3) working days of the completion of the removal.
- d. Removal of topsoil is incidental.

2. Method of Measurement:

- a. Removing sidewalk will be measured by area in square feet.
- b. Removing steps will be measured based on the area in square feet of the horizontal projection (tread) of the steps.
- c. Removing curb and gutter, or just curb, which is separate from and not removable in conjunction with removing sidewalks or pavements, will be measured by length in linear feet, taken along the flow line of gutter for curb and gutter and along face of curb for curb. Where curb is integral with pavement or sidewalk, removal will all be classes as removing pavement or sidewalk, and will be included and measured by area in square feet or removing pavement or sidewalk.
- d. Removing pavement will be measured by area in square feet irrespective of the depth or number of courses encountered, including integral curb.
- e. Removing integral sidewalk and curb will be measured based on the areas in square feet of sidewalk from face of curb to closest joint.

3. Basis of Payment:

- a. Removing sidewalk- square feet (S.F.), removing curb and gutter- linear feet (L.F.), removing integral sidewalk and curb- square feet (S.F.), and remove concrete aprons- square feet (S.F.)

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Concrete Sidewalk Program		
		Section:	32 10 50		
		Bid Number:	2469-22	Page:	2 of 9

- b. The contract unit price for removing the above items shall be payment in full for all sawing, breaking, removing, and disposal; for procurement of any required permits; for disposal of materials; for safety barricading; and for furnishing all labor, tools, equipment and incidentals necessary to complete the item of work in accordance with the requirements of the contract. Removal beyond the limits as field marked without authorization will not be compensated. Include the cost of topsoil removal.

B. CONCRETE SIDEWALKS


1. Description:
 - a. All sidewalks shall be four (4") inch depth except when authorized by the City Engineering Department in areas of driveway locations and upon property owner's request for the additional thickness, which shall be seven (7") inches. Restoration with topsoil and seed is incidental.
2. Method of Measurement:
 - a. Sidewalks and crosswalks installed, including handicapped ramps, shall be measured by area in square feet, and the quantity measured for payment shall be the amount actually completed and accepted in accordance with the terms of the contract, computed from dimensions as field measured by the Engineering Department.
3. Basis of Payment:
 - a. The area, measured as provided above, shall be paid for at the contract unit price per square foot for the items for concrete sidewalk- 4 inch, 6 inch or 7 inch sidewalk-, including ramps for the handicapped, which price shall be full compensation for furnishing all materials, including concrete masonry, expansion joints; for all normal excavation and preparation of foundation, including sand fill, backfilling, and disposal of surplus materials; for placing, finishing, sawing of joints, protecting and curing; for barricading for public safety; and for labor, tools, equipment and incidentals necessary to complete the work, including disposal of surplus materials from excavation, root grinding material and restoring the site of the work. Include the cost of restoration with topsoil and seed.

C. CONCRETE CURB OR CURB AND GUTTER

1. Method of Measurement:
 - a. These items, completed in accordance with the terms of the contract, will be measured by length in linear feet along the flow line and such measurement shall be continuous along such line extended across driveway and alley entrance returns or handicapped ramps.
2. Basis of Payment:
 - a. The footage, measured as provided above, shall be paid for at the contract unit price per linear foot. This price shall be full compensation for all excavation and preparation of foundation and all special construction required at driveway and alley entrances or handicapped ramps; for furnishing all materials, for placing, finishing, protecting and curing; for sawing of joints; for barricading for public safety; and for all labor, tools and equipment and incidentals necessary to complete the work, including disposal of surplus materials from excavation, root grinding material and restoring the site of the work. Include the cost of restoration with topsoil and seed.

D. INTEGRAL SIDEWALK AND CURB

1. Method of Measurement:
 - a. Integral sidewalk and curb as shown on the attached typical sections, including handicapped ramps if required, shall be measured by area in square feet of sidewalk area (face of curb to opposite edge of sidewalk), and the quantity

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Concrete Sidewalk Program		
		Section:	32 10 50		
		Bid Number:	2469-22	Page:	3 of 9

measured for payment shall be the amount actually completed and accepted in accordance with the terms of the contract, computed from dimensions as field measured by the Engineering Department.

2. Basis of Payment:

- a. The area, measured as provided above, shall be paid for at the contract unit price per square foot for the items of Integral Sidewalk and Curb, including ramps for the handicapped, which price shall be full compensation for furnishing all materials, including concrete masonry, expansion joints; for all normal excavation and preparation of foundation, including the integral curb; sand fill, backfilling and disposal of surplus material including root grinding material; for placing, finishing, sawing of joints, protecting and curing; and for all labor, tools, equipment and incidentals necessary to complete the work and restore the site of the work. Include the cost of restoration with topsoil and seed.

E. CONCRETE APRONS- 7 INCHES

1. Method of Measurement:

- a. Concrete Aprons - 7 inch, shall be measured by area in square yard, and the quantity measured for payment shall be the amount actually completed and accepted in accordance with the terms of this contract, computed from dimensions of actual field measurements by the Engineering Department.

2. Basis of Payment:

- a. The area, measured as provided above, shall be paid for at the contract unit price per square yard for the items for concrete aprons 7 inch, which price shall be full compensation for furnishing all materials, including concrete masonry, expansion joints; for all normal excavation and preparation of foundation, including sand fill, backfilling, and disposal of surplus materials; for placing, finishing, sawing of joints, protecting and curing; for barricading for public safety; and for labor, tools, equipment and incidentals necessary to complete the work, including disposal of surplus materials from excavation, root grinding material and restoring the site of the work. Include the cost of restoration with topsoil and seed.

F. CONCRETE SAWING

1. Method of Measurement:

- a. Only when authorized and directed by a city representative the contractor shall be compensated at the contract unit price per lineal foot for the item of concrete sawing for any such work in project areas where existing joints cannot be utilized.

2. Basis of Payment:

- a. Sawing, measured as provided above, shall be paid for at the contract unit price per lineal foot, which price shall be full compensation for sawing and sludge removal.
- b. No compensation will be allowed for concrete sawing for the express convenience of the contractor.


G. TOPSOIL, SEED AND FERTILIZER

1. Method of Measurement:

- a. Only when authorized and directed by a city representative the contractor shall be compensated at the contract unit price per square yard for the topsoil, seed and fertilizer.
- b. Topsoil shall be measured for payment by square yard price of topsoil, and shall include any removal required, grading and placement of topsoil.

2. B. Basis of Payment:

- a. The contract price per square yard of topsoil four (4") depth shall be full compensation for all materials, for all evacuation and preparation of foundation, for

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Concrete Sidewalk Program		
		Section:	32 10 50		
		Bid Number:	2469-22	Page:	4 of 9

placing, disposal of surplus material and for all labor, tools, equipment and incidentals necessary to complete the work and restore the site of work.

1.04 SUBMITTALS

A. Submit Product Data in accordance with Section 01 14 00 – Work Restrictions.

1. Include in Submittal:
 - a. Source of Aggregate
 - b. Production Test Results
 - c. Test Results.

PART 2 – PRODUCTS


2.01 Products

- A. Construction methods and all materials furnished and used in the work under this contract shall conform to the requirements as stated in Section 601 and Section 602 of the WisDOT Specs and as modified herein.
- B. Concrete to be used in the work under this contract shall be air-entrained Portland cement, Class A-FA, providing a minimum compressive strength of 3,500 P.S.I. in twenty-eight (28) days.

PART 3 – EXECUTION

3.01 Preparation

- A. No sidewalk installation or foundation embankment shall be installed without complete removal of all underlying sod, vegetation and humus soil.
- B. Excess materials from preparation of sidewalk foundations and concrete rubble from removals shall be removed by the contractor from the project site and not deposited or stored on private property without the property owner's written consent.
- C. When excavating, the contractor shall excavate four (4") inches deeper than the subgrade of the sidewalk installation and shall bring the foundation to subgrade elevation with clean gravel containing stone no larger than 3/4" in diameter, and mechanically compact this top layer.
- D. In embankment sections, the foundation shall be brought to subgrade elevation with clean gravel, containing stone no larger than 3/4" in diameter, and shall be mechanically tamped or compacted in one (1') foot layers to ensure stability. The embankment foundation shall be constructed to minimum width of two (2') feet wider than the proposed sidewalk and extending not less than one foot beyond each edge of the proposed sidewalk installation.
- E. In a cut section, the foundation shall be made sufficiently wide to permit placing of forms and performing the required work of placing the concrete and finishing.
- F. Grading required to prepare the foundation which amounts to more than an average fill of six (6") inches to subgrade or an average cut of more than twelve (12") inches to subgrade shall be considered as excessive excavation. The City representative shall determine the

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Concrete Sidewalk Program		
		Section:	32 10 50		
		Bid Number:	2469-22	Page:	5 of 9

quantities involved and the contractor shall be paid for such additional excavation at the unit price for such work, in place.

- G. Prior to the contractor making any excavation for sidewalk installation ordered under this contract that will require excessive cut or fill as stated above, the contractor shall notify the City Engineer to investigate the work location to determine the quantities involved. The contractor's failure to comply with this requirement will reflect to mean to the City that no additional cut or fill is involved and that the contractor cannot, after the fact, claim or request additional payment for excessive cut or fill on this particular installation site.
- H. In locations where faulty sidewalks are ordered to be rebuilt, the existing sidewalks are to be removed. The new sidewalk installation shall be constructed to correct line, grade and depth according to the specifications for new concrete sidewalks.
- I. Removal work by the contractor shall be performed to the removal limits as field marked by the City representative. Existing joints will be utilized by the City in marking the removal limits. Contractor shall exercise due care so as not to impair the value of any portion of the existing structure which is to be retained. Removals beyond these field-marked removal limits, due to improper grades of existing, retained structure, will not be compensated by the City to the contractor unless specifically approved by the City representative. Damages beyond the City-approved removal limits shall be restored by the contractor at his own expense.

3.02 GRADING FOR NEW SIDEWALK


- A. To establish proper construction depth of the new sidewalk, the removal of top soil and sod and the compaction of the subgrade will be paid on a square footage basis. This measure will be equal to the square footage of new sidewalk installed.

3.03 FORMS

- A. Forms shall be of wood or metal and shall be straight and have sufficient strength to resist springing, tipping or other displacement during the process of depositing and consolidating the concrete. If of wood, the forms shall be surfaced plank of at least two (2") inch nominal thickness stock except for sharply curved sections; if of metal, they shall be of approved section and shall have a flat, true surface on top. The forms shall have a depth of four (4") inches equal to the depth of the sidewalk. They shall be securely staked, braced and held firmly to the required line and grade and shall be sufficiently tight to prevent leakage or mortar. All forms shall be cleaned thoroughly and oiled before the concrete is placed against them.
- B. The contractor shall provide the engineering department a minimum of 24-hour notice prior to placing concrete to allow time to check the foundation and forms. Failure to comply with this provision may require removal and replacement, at the Contractor's cost, or disqualify the request for payment of the work.

3.04 PLACING AND FINISHING OF CONCRETE

- A. Concrete placed by hand methods shall not exceed a three (3") inch slump. The concrete shall be placed on a moist foundation, deposited to the required depth, and consolidated and spaded sufficiently to eliminate honeycombing at forms and to bring the mortar to the

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Concrete Sidewalk Program		
		Section:	32 10 50		
		Bid Number:	2469-22	Page:	6 of 9

surface for proper finishing. Before the mortar has set, the surface shall be steel troweled and brushed.

- B. All water stop boxes will have a PVC sleeve placed around the perimeter of the stop box if it is located in the sidewalk. This PVC sleeve and vertical adjustment of the stop box is incidental to the contract.
- C. Concrete sidewalk - 6 inches shall have a window pane finish to match existing walks.
- D. Before performing the final surface finish, check the sidewalk surface with a 4-foot straightedge and correct areas that vary 1/8 inch from the testing edge or will cause water to not drain from the sidewalk. Concrete sidewalk where water does not drain from the sidewalk may require removal and replacement, at the Contractor's cost, or disqualify the request for payment of the work."

3.05 HANDICAPPED RAMPS


- A. Ramps for handicapped shall be constructed at all crosswalks, in locations as shown on the included detail sheets and as located by the City representative. The City shall not measure crosswalks constructed without ramp for handicapped for payment. The City representative, at all rebuilt crosswalks, shall determine locations of handicapped ramps.

3.06 CURB RAMP DETECTABLE WARNING FIELD

- A. The City of Sheboygan will supply the Neenah Foundry Company curb ramp detectable warning plates (Neenah R-4984 (24"x24" square)). The contractor will be responsible for the installation and rebar reinforcement.
- B. The contractor is responsible for retrieving the detectable warning plates from the Municipal Service Building located at 2026 New Jersey Avenue. The contractor shall inform the inspector 24 hours prior to needing the castings.
- C. The installation of the 2'x2' detectable warning field shall be measured and paid for as a unit of each, and shall include all labor, transportation, and equipment necessary to install said devices.


3.07 JOINTS

- A. For sidewalks of uniform width, transverse joints shall be constructed at right angles to the centerline of the sidewalks and longitudinal joints shall be constructed parallel to the centerline of the walk. For sidewalks of variable or tapering widths, the transverse and longitudinal joints shall be at right angles to each other insofar as feasible, and the joints shall be constructed as laid out in the field by the engineer.
- B. Whenever the entire area between the back of the curb and the right-of-way or lot line is to be covered with concrete sidewalk, and when a permanent structure is located within such area or on the right-of-way or lot line, such sidewalk shall be constructed in alternate sections extending from the back of the curb to permanent structure, and such sections shall not exceed 12 linear feet of sidewalk length. When the alternate sections placed in the first operation have been cured, as specified, the intervening sections shall be placed to complete the walk.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Concrete Sidewalk Program		
		Section:	32 10 50		
		Bid Number:	2469-22	Page:	7 of 9

- C. Sidewalk installation shall be divided into square sections by means of a grooved or sawed contraction joint.
- D. One-half inch (2") expansion preformed joint filler shall be placed between the sidewalk and back of abutting parallel curb or gutter and one-inch (1 ") between sidewalk and buildings or other rigid structures.
- E. No joint shall deviate more than five degrees from a position perpendicular to the surface of the finished sidewalk, nor shall the axis of any joint deviate more than one-half inch (1/2") either way from a straight line or from the designated alignment at any point. If the joints are constructed in sections, there shall be no offsets or concrete struts between adjacent units.
- F. When the sidewalk is constructed in partial width slabs, transverse joints in adjacent slabs shall be placed in line with like joints in the previously constructed slabs. In the case of widening existing sidewalks, transverse joints shall be placed in line with like joints in the existing sidewalks.
- G. Insofar as feasible, sidewalks shall be divided into sections of five (5') feet in any dimension. The unit areas shall be produced by use of metal slab division forms extending to the full depth of the concrete or, when approved by the Engineer, by contraction joints, as defined hereinafter.
- H. Contraction joints in sidewalks shall consist of slot or groove, at least one inch (1 ") in depth and one-fourth inch (1/4") width, formed by inserting a metal parting strip in the concrete after it has been struck off and consolidated and while the concrete is still plastic. As soon as the concrete will retain its shape, the parting strip shall be removed and the joint edge finished.
- I. Contraction joints at least one inch (1 ") in depth and approximately one-eighth (1/8") inch in width may be sawed in the concrete sidewalk. The sawing shall be done as soon as practicable after the concrete has set sufficiently to preclude raveling during the sawing and before any shrinkage cracking takes place in the concrete. Sawing of these contraction joints will not be a pay item, but can be accomplished at the contractor's option.
- J. Expansion joint filler shall extend to the full depth of the concrete, and the top shall be one-quarter (1/4") inch below the finished surface of the sidewalk. Expansion joints are to be installed in sections of sidewalk no longer than 96 feet.
- K. The concrete at the faces of all forms shall be thoroughly spaded and compacted to fill the voids, and the surface shall be finished smooth and true to grade in manner as hereinbefore provided. The edges of the sidewalk along form, joints and metal slab division forms shall be rounded with an edger of one-quarter inch (1/4") radius, "Honeycombing" on exposed faces, due to lack of spading, shall be patched and upon removal of forms and prior to backfilling at the contractor's expense.
- L. Joints in sidewalk installations shall not be sealed.

3.08 CURING AND PROTECTION

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Concrete Sidewalk Program		
		Section:	32 10 50		
		Bid Number:	2469-22	Page:	8 of 9

- A. All concrete masonry placed shall be cured by the white or clear pigmented Impervious Coating Method in such a manner as to provide a continuous uniform water impermeable film on the entire concrete surface.
- B. Protection of concrete placed shall be the contractor's responsibility and may be opened to pedestrian traffic after expiration of the curing period of three days and backfilling.

3.09 BACKFILLING AND RESTORING THE SITE OF THE WORK

- A. Where the sidewalk does not abut curb, gutter, pavement or other structure, and when the concrete in such sidewalk has cured, forms removed, and honeycombing patched, the disturbed ground or terrain along the sides shall be backfilled to the top of the new concrete with suitable and acceptable topsoil. being without vegetation or stones and seeded. The seed shall conform to the W-DOT seed mix #40 without the white clover.
- B. Backfilling shall conform to the adjacent terrain, and shall be level with the placed sidewalk.
- C. The contractor shall dispose of surplus excavation and shall restore the site of the work to a neat and clean condition, satisfactory to the City representative, within the specified time of twenty-four (24) hours after forms have been removed.
- D. A depth of four (4") inches topsoil shall be placed whenever concrete sidewalk is removed and not replaced, or designated by the project engineer. Topsoil to be approved prior to use by the project engineer. Excavated material, vegetation, or stones is not acceptable backfill material.


3.10 REMOVING OF REGULATORY SIGNS

- A. To be done by others
- B. When it becomes necessary to remove trees or regulatory signs to facilitate placement of sidewalk, the contractor, upon completion of removal work, shall notify the City Engineering Department of this fact and the tree or regulatory signs will be removed by City forces.
- C. The responsibility for barricading for public safety at these locations shall be the contractor's responsibility

3.11 ROOT CUTTING

- A. The contractor will be required to cut and/or grind all single tree roots and remove the trimmings from all single tree roots that extend into the sidewalk from existing trees, as well as tree stumps and root clumps up to a distance of twelve (12") inches from the edge of the concrete walk, extended a minimum of six (6") inches on each side of the root and cut to a depth of twelve (12") inches below the finished surface grade of the sidewalk.
- B. The method used to cut the roots shall be mechanical and leave a blunt cut at the root, if a tree is present in the area. The Engineer shall approve the method of root cutting prior to the work beginning.
- C. The Contractor should take care to disturb the area as little as possible during the root cutting operations. Granular material shall be compacted into the trench left by the root cutting.

PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Concrete Sidewalk Program		
		Section:	32 10 50		
		Bid Number:	2469-22	Page:	9 of 9

- D. All root cutting items/labor/backfill material listed above under root cutting will be incidental to the contract.
- E. Restoration of the trench outside of the limits of the newly replaced sidewalk shall be restored with topsoil, seed, and fertilizer. The topsoil, seed and fertilizer will be paid under the appropriated bid items.

3.12 ROOT EXCAVATION

- A. The contractor will excavate and remove buried roots found existing below the surface of the sidewalk. Root removal will begin from the bottom of the sidewalk grade and extend twelve (12") inches below that grade. This excavated area will be replaced with granular material and compacted in no more than 6-inch lifts within the excavated area. All items/labor/backfill material listed above shall be incidental to the contract.
- B. The trench outside of the limits of the newly replaced sidewalk shall be restored with topsoil, seed, and fertilizer. The topsoil, seed and fertilizer will be paid under the appropriated bid items.

2469-22 2022 Sidewalk Program (#8111314)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

02/09/2022 10:00 AM CST

						Klunck Masonry LLC	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price2	Extension3
2022 Sidewalk Program							
	1	2022-1	Remove Concrete Sidewalk and Approaches	SF	16000	\$1.00	\$16,000.00
	2	2022-2	Remove Concrete Aprons	SF	200	\$2.00	\$400.00
	3	2022-3	Remove Curb & Gutter	LF	100	\$8.00	\$800.00
	4	2022-4	Remove Integral Sidewalk/Curb	SF	200	\$6.00	\$1,200.00
	5	2022-5	Excessive Cut	CY	100	\$25.00	\$2,500.00
	6	2022-6	Excessive Fill/Gravel	Cy	100	\$20.00	\$2,000.00
	7	2022-7	Concrete Sidewalk 4-inch	SF	16000	\$7.25	\$116,000.00
	8	2022-8	Concrete Sidewalk 6-inch	SF	500	\$6.00	\$3,000.00
	9	2022-9	Concrete Apron 7-inch	SF	200	\$6.00	\$1,200.00
	10	2022-10	Concrete Curb and Gutter 30-inch	LF	100	\$26.00	\$2,600.00
	11	2022-11	Concrete Curb 6-inch	LF	100	\$8.00	\$800.00
	12	2022-12	Integral Sidewalk & Curb	SY	400	\$6.00	\$2,400.00
	13	2022-13	Concrete Sawing	LF	200	\$8.00	\$1,600.00
	14	2022-14	Grading For New Sidewalk	SF	1000	\$2.00	\$2,000.00
	15	2022-15	4-inch Topsoil, Seed & Fertilizer	SY	120	\$19.00	\$2,280.00
	16	2022-16	Concrete Sidewalk 6-inch with Panel Finish	SF	200	\$6.00	\$1,200.00
	17	2022-17	Curb Ramp Detectable Warning Field	EA	20	\$100.00	\$2,000.00
Base Bid Total:							\$157,980.00

R. C. No. 260 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE. March 21, 2022.

Your Committee to whom was referred Res. No. 148-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the Finance Director to enter into a contract with Tyler Technologies for Tyler Payments; recommends adopting the Resolution.

 _____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. 148 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
March 7, 2022.

A RESOLUTION authorizing the Finance Director to enter into a contract with Tyler Technologies for Tyler Payments.

WHEREAS, the City of Sheboygan has utilized Munis software for more than ten years; and

WHEREAS, it is in the best interest of the City to accept credit card payments through Tyler Payments, which is integrated into Munis.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to enter into the attached Sales Quotation for Tyler Payments.

BE IT FURTHER RESOLVED: That, recognizing the ever-changing nature of the credit card industry, the Finance Director is authorized to consent to changes to Tyler Technologies' Payment Card Processing Agreement and any agreement referenced in the Payment Card Processing Agreement or reasonably necessary in order to stay in compliance with the Payment Card Processing Agreement, including any agreements required by Visa U.S.A., Inc. or MasterCard International Incorporated.

BE IT FURTHER RESOLVED: That the Finance Director is authorized, to the extent funds are appropriated, to make necessary expenditures.

Exp
adopt



C. Filicky-Peneski

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



Quoted By: Justin Almy
 Quote Expiration: 08/03/22
 Quote Name: City of Sheboygan, WI -ERP- Tyler Payments
 Quote Description: Tyler Payments - Munis

Sales Quotation For:

City of Sheboygan
 828 Center Ave
 Sheboygan WI 53081-4442
 Phone: +1 (920) 459-3315

Transaction Fees
Description

Munis Tyler Payments
 Munis Tyler Payments POS

Summary
One Time Fees
Recurring Fees

Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 0
Total Tyler Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 0	\$ 0
Contract Total	\$ 0	

2022-303244-W7T2X2

Page 1

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Your use of Tyler Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.

Payer Electronic Payment Costs	
If passing transaction costs to the payer	
<u>Payer Card Cost</u> – Service Fee - per card transaction with Visa, MasterCard, Discover, and American Express for transactions. Applied to: <ul style="list-style-type: none"> • Munis – online and over the counter <ul style="list-style-type: none"> ○ Parking Tickets ○ General Billing ○ Permits 	3.95% \$1.50 minimum
<u>Payer eCheck Cost</u> – per electronic check transaction	\$1.95
Miscellaneous Costs	
<u>Credit Card Chargebacks</u> – if a card payer disputes a transaction at the card issuing bank (e.g. stolen card)	\$15.00
<u>eCheck Rejects</u> – when an eCheck transaction comes back as declined (e.g. bounced check)	\$5.00
<u>Card Terminal Rental</u> – Annual fee per device. Covers cost of PCI compliance, service, maintenance, real-time integration and support	Lane 3000 : \$216 (annual recurring) Lane 5000 : \$276 (annual recurring) Plus \$180 Tyler Payments PCI Service Fee (Per Device)
<u>Card Terminal Purchase</u> – PCI fee is an annual fee per device. Covers cost of PCI compliance, service, maintenance, real-time integration and support	Lane 3000 : \$419 (one-time fee) Lane 5000 : \$529 (one-time fee) Plus \$180 Tyler Payments PCI Service Fee (Per Device)
<u>IVR</u> – per transaction on top of Card fee passed to the payer or absorbed	\$0.50

VIII

R. C. No. 246- 21 - 22. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.
March 21, 2022.

Your Committee to whom was referred Res. No. 150-21-22 by Alderpersons Laster and Salazar establishing the Mayor's Youth Advisory Council (MYAC); recommends adopting the Resolution.

_____	_____
_____	_____
_____	_____
	Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Res. No. 150 - 21 - 22. By Alderpersons Laster and Salazar.
March 7, 2022.

A RESOLUTION establishing the Mayor's Youth Advisory Council (MYAC).

WHEREAS, the City of Sheboygan believes in the future of our youth and values their voices; and

WHEREAS, communities benefit by including the voices of students; and

WHEREAS, it is important to build the next generation of community leaders; and

WHEREAS, the mission of the Mayor's Youth Advisory Council (MYAC) is focused on empowering and engaging Sheboygan's diverse youth by:

- improving unity and action through government and civic participation;
- working on awareness in the community;
- developing a sense of pride among peers;
- working on special projects; and
- providing recommendations to leaders that help move our community forward;

and

WHEREAS, the purpose of the MYAC is:

- to orientate and involve youth with the various functions of the City government;
- to provide opportunities for MYAC members to identify, and work on community service projects that improve our community;
- to provide opportunities for MYAC members to build and develop skills such as public service, speaking, team work, professionalism, etc.; and
- to have fun and make a difference in Sheboygan;

and

WHEREAS, the responsibilities of the members of the MYAC are as follows:

- Attend regular meetings;
- Act as an advisory body to the Mayor and Council on topics related to students and youth in the City of Sheboygan;
- To promote positive activities for youth to partner with in Sheboygan; and

WBS
adopt.

- To encourage youth to become more familiar with how local government operates through education, involvement, and active participation;

and

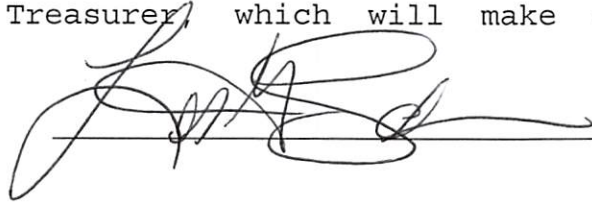
WHEREAS, the MYAC is to be a youth led initiative where students will have the opportunities to be leaders and develop skills; and

WHEREAS, members of the MYAC will be provided the opportunities to brainstorm, take selected tours, hear from special speakers, and otherwise engage in learning opportunities to further their educational journey such as:

- Learning about approaches for engaging youth in community service.
- Working on projects with Sheboygan Sister's Cities.
- Partner with like minded youth with unique partnerships.
- Serve as the youth ambassadors in Sheboygan by participating in outreach around youth initiatives.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council of the City of Sheboygan hereby establishes the Mayor's Youth Advisory Council (MYAC) comprised of twelve (12) high school students who reside in the City of Sheboygan, to be appointed annually by the mayor for terms to begin September 1 and end June 30 of the following year. Students may be reappointed annually so long as they are high school students.

BE IT FURTHER RESOLVED: That the MYAC will elect from its members a Chair, Vice-Chair, Secretary, and Treasurer, which will make up the leadership of the MYAC.



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. _____ - 21 - 22. By PUBLIC WORKS COMMITTEE. March 21, 2022.

Your Committee to whom was referred Res. No. 151-21-22 by Alderpersons Walton and Felde reorganizing and reestablishing a Sustainable Sheboygan Task Force; recommends adopting the Resolution.

_____	_____
_____	_____
_____	_____
	Committee

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

Dated _____ 20____. _____, City Clerk
Approved _____ 20____. _____, Mayor

Res. No. 151 - 21 - 22. By Alderpersons Walton and Felde. March 7, 2022.

A RESOLUTION reorganizing and reestablishing a Sustainable Sheboygan Task Force.

WHEREAS, sustainability is defined as meeting the needs of the present without compromising the ability of future generations to meet their own needs; and

WHEREAS, the City of Sheboygan recognizes that conservation and sustainability is vital to having a healthy and vibrant community; and

WHEREAS, protection, preservation, and restoration of the natural environment benefits the health and welfare of the public and is a high priority; and

WHEREAS, community awareness, responsibility, participation, and education are key to creating and maintaining a sustainable Sheboygan; and

WHEREAS, the City believes that increased citizen participation benefits the whole community by creating a positive environment of shared responsibility and collaboration; and

WHEREAS, the City of Sheboygan is connected to the regional, national, and global community and is a Green Tier Community; and

WHEREAS, the City of Sheboygan has an essential role in policy areas, including land use, planning, transportation, zoning, green space preservation, utility conservation, and wastewater and solid waste management; and

WHEREAS, climate change impacts our city, and the city needs to do its part to combat the impact of climate change; and

WHEREAS, it is in the public interest that sustainability guide City policy now and in the future; and

WHEREAS, the City of Sheboygan established a Sustainable Sheboygan Task Force via Subs. of Res. No. 22-08-09, adopted on May 19, 2008, as amended by Res. No. 54-08-09 and Res. No. 181-16-17; and

WHEREAS, a resolution to dissolve the Sustainable Sheboygan Task Force came before council but was held and died without action at the end of the 2019-20 council year; and

WHEREAS, no members have been appointed to the Sustainable Sheboygan Task Force since the 2018-19 council year.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby re-establishes a Sustainable Sheboygan Task Force comprised of twelve members, each of whom shall be a resident of the City, to be appointed by the Mayor and approved by the Common Council. The Task Force members shall elect a Chair, Vice-Chair, and Secretary from among their membership.

BE IT FURTHER RESOLVED: That the Mayor shall report the names of all persons appointed to the Sustainable Sheboygan Task Force to the Common Council.

BE IT FURTHER RESOLVED: That the purpose of the Sustainable Sheboygan Task Force shall be to study and make recommendations to the Mayor, Common Council, and city staff regarding strategies to be adopted by the City for creating and maintaining a sustainable Sheboygan, focusing on such topics as conservation, sustainability, clean water, climate change, and raising community awareness on environmental stewardship, that will result in cost savings and reduced consumption of resources throughout the City of Sheboygan.

BE IT FURTHER RESOLVED: That the Sustainable Sheboygan Task Force should ordinarily meet on a monthly basis.

Barbara Felder
Chris White

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. 243 - 21 - 22. By PUBLIC WORKS COMMITTEE. March 21, 2022.

Your Committee to whom was referred Res. No. 152-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a WISDOT 2022-2026 Transportation Alternative Program (TAP) Application Agreement (dated January 25, 2022) and expressing the support of the Common Council for the proposed project; recommends adopting the Resolution.

_____	_____
_____	_____
_____	_____
	Committee

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

Dated _____ 20____. _____, City Clerk
Approved _____ 20____. _____, Mayor

III
Res. No. 152- 21 - 22. By Alderpersons Dekker and Perrella.
March 7, 2022.

A RESOLUTION authorizing the appropriate City officials to enter into a WISDOT 2022-2026 Transportation Alternative Program (TAP) Application Agreement (dated January 25, 2022) and expressing the support of the Common Council for the proposed project.

WHEREAS, The City of Sheboygan has applied to the Wisconsin Department of Transportation (WisDOT) for funds through the WisDOT Transportation Alternatives Program (TAP) to improve medians on Calumet Drive between North 27th Street and Mueller Road; and

WHEREAS, this project will provide benefits for pedestrians and cyclists by reducing speeds through this section of roadway, increasing visibility and lighting in the area, and adding additional and enhanced crossings that will improve pedestrian access to public areas such as Evergreen Park and Quarry Beach Adventure Park; and

WHEREAS, this project will have positive environmental impacts in that it will not only beautify the northern gateway to the City, but add access and connection to the natural environment; and

WHEREAS, the City has provided for paying its local share of the design plan development in 2023 and for construction costs in 2025 and has prioritized this project, coordinating the planning of the proposed improvements among Public Works and Parks Department staff;

ppb
adopt.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby expresses its support for the proposed project and the related Transportation Alternatives Program (TAP), which will update Calumet Drive from N. 27th street to Mueller Road with the construction of a median which will promote traffic calming, more efficient bike and pedestrian facilities, and overall landscaping beautification. All appropriate City staff, including the Mayor and City Clerk, are hereby authorized and directed to sign all documents and take all necessary steps for the purpose of completing the project according to the provisions and descriptions in the TAP application, a copy of which is attached.

Dean J. J. J.

James Penick

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



WisDOT 2022-2026

Transportation Alternatives Program (TAP) Application

<http://wisconsindot.gov/Pages/doing-bus/local-gov/astnce-pgms/aid/tap.aspx>

Review and utilize TAP guidelines and application instructions when completing this document.

As discussed in the WisDOT TAP Guidelines, this application will go through a two-step process. The first step will be an assessment by the region as to eligibility and whether or not the project will be able to meet the rigorous, statutorily mandated commencement deadline. The second step will be an assessment of the relative merits of the application compared to other eligible applications. **Applicants will be notified if their application is found ineligible.**

Application Type

Select one and only one box for the application type. Please note that projects which are within the boundaries of a TMA will need to either compete locally within the MPO or as part of the Statewide solicitation. Refer to this map (<http://wisconsindot.gov/Documents/doing-bus/local-gov/plning-orgs/map.pdf>) for more information about the TMA areas.

- ☐ Appleton Area Metropolitan Planning Organization (MPO) –
- ☐ Green Bay MPO
- ☐ Madison Area MPO
- ☐ Southeastern Wisconsin Regional Planning Commission (Milwaukee OR Round Lake Beach)

If none of the above, project application is from:

- ☒ Area with population between 5,000 and 200,000
- ☐ Area with population of 5,000 or less
- ☐ Region-wide: % of population within a TMA area
 % of population between 5000 and 200,000

Project Applicant

Name, Location of Public Sponsor and Sponsor Type:

Sponsor Name: **City of Sheboygan**

Sponsor Type (Check appropriate box):

- Local government (check one): ☐ County ☒ City ☐ Village ☐ Town
- ☐ Regional transportation authority ☐ Transit agency
- ☐ State or federal natural resource/public land agency
- ☐ School district or school(s)
- ☐ Non-Profit entities responsible for administration of local transportation safety programs
- ☐ Tribal Nation

Project Title: **Calumet Dr. Median Improvements**

Describe location, boundaries and length of the project: **N. 27th St - Mueller Rd**

County: **Sheboygan**

Street Address of Project (if located on a highway or road): **N/A**

Note: For infrastructure projects, attach an electronic project location map in PDF Format, size 8½ by 11.

Project Contact**Primary Public Sponsor Agency Contact Information:**

Name: **Kevin Jump, PE** Title: **Project Manager** Street Address: **2026 New Jersey Ave** Phone: **(920)459-3440**

Municipality: **Sheboygan** State: **WI** Zip: **53081**

Secondary E-mail: **Kevin.Jump@SheboyganWI.gov**

Secondary Public Sponsor Agency or Private Organization Contact Information (if applicable):

Organization / Agency Name:

Name: Title: Street Address: Phone : () -

Municipality: State: **WI** Zip:

E-mail:

Head of the Local Public Sponsor Agency or Private Organization Contact Information:

Organization / Agency Name: **City of Sheboygan Public Works**

Name: **David Biebel** Title: **Director of Public Works** Street Address: **2026 New Jersey Ave** Phone : **(920) 459-3440**

Municipality: **Sheboygan** State: **WI** Zip: **53081**

E-mail: **David.Biebel@SheboyganWI.gov**

MPO, if applicable

Select one, if applicable,

- ☒ Bay Lake RPC (Sheboygan),
☐ Brown County Planning Commission (Green Bay)
☐ Chippewa-Eau Claire MPO (WCWRPC – Eau Claire)
☐ Duluth/Superior Metropolitan Interstate Committee (Superior)
☐ East Central Wisconsin RPC (Appleton, Oshkosh)
☐ Fond du Lac MPO (Fond du Lac)
☐ Janesville MPO (Janesville)
☐ La Crosse Area Planning Committee (La Crosse)
☐ Madison Area MPO (Madison)
☐ Marathon County MPO (Wausau)
☐ Southeastern Wisconsin RPC (SEWRPC - Waukesha)
☐ Stateline Area Transportation Study (Beloit)

Refer to this map (<http://wisconsin.gov/Documents/doing-bus/local-gov/planning-orgs/map.pdf>) for more information about the TMA areas.

MPO Project Prioritization

If an MPO is submitting more than one project in an urbanized area within an MPO, the sponsor must rank each project in priority order, e.g., 1 (highest priority) to 5 (lowest), for the local priority among five projects. Local ranking will be used as a guide in project selection. **Project Priority:**

Please Note: MPO Project Prioritization is due by January 28, 2022.

Project Activity

TAP Eligibility Category:

Indicate which **ONE** of below categories best identifies the proposed project:

- ☒ Bicycle-Pedestrian Facilities: construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists and other non-motorized forms of transportation (**this category includes on-road bicycle lanes, sidewalks, etc.**)
- ☐ Safe routes for non-drivers, including children, older adults, and individuals with disabilities
- ☐ Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other non-motorized transportation users
- ☐ Construction of turnouts, overlooks, and viewing areas
- ☐ Historic preservation and rehabilitation of historic transportation facilities
- ☐ Safe Routes to School (SRTS) (this category includes infrastructure and non-infrastructure activities)

NOTE: Applicants proposing a project within the SRTS eligibility category **MUST** complete the 'School Demographics' and 'Safe Routes to School Plan' sections on page A-5 below.

Project Summary (400 words or less). Please copy and paste your response from a Word Document.

Applicants must fill out the project summary field below. This summary is also the first question in the narrative section.

The Calumet Drive (WIS 42) project would replace the existing Two Way Left Turn Lane (TWTL) with a raised median between Mueller Road and North 27th Street in the City of Sheboygan. Left turn lanes will be constructed to maintain existing access through the project limits. This project is proposed to reduce the speeds through this section of roadway, provide a more aesthetic entrance into the City of Sheboygan, and to promote pedestrian usage through improved access and lighting.

Calumet Drive is a principal arterial that serves as the main north/south route through the City of Sheboygan. The project limits are from Mueller Road to North 27th Street, with neither intersection included. The proposed project would remove the existing TWLTL and replace it with a combination of a raised median and specific left turn lanes to maintain access through this section of Calumet Drive. The raised median would be landscaped, and lighting would be added to provide a gateway to the city of Sheboygan. Improving the aesthetic and physical character of the Calumet Drive corridor can help calm traffic, promote use by cyclists and pedestrians, and enhance the economic and social vitality of the surrounding area. One of the most critical elements of these beautification efforts is the inclusion of trees planted which not only provide aesthetic benefits, but also reduce glare from oncoming vehicles and filter vehicle emissions and traffic noise. The construction of lighting through the project will improve the visibility for all users, reducing conflicts between vehicles, pedestrians, and bicyclists.

In addition to the beautification of the entrance to the City, the new median would be used to provide additional pedestrian crossings. The crossings at Mueller Road and North 27th Street would be improved with new pavement marking and signing to better delineate these existing crossings. Additional crossings would be added at the entrance to Quarry Beach Adventure Park and at Evergreen Park Road, improving pedestrian access to these public areas.

Project Benefit

Check all applicable project benefits, then describe in application narrative:

☒ **ENVIRONMENTAL**

- ☐ Increases likelihood of modal shift to biking, walking or transit from utilitarian car travel.
☒ Increases access and connection to the natural environment.

☐ **PUBLIC HEALTH** - Project would have a demonstrable impact upon public health of applicant community.

☐ **ECONOMIC JUSTICE** - Project would go beyond community enhancement to address a specific "communities of concern," including elderly, disabled, minority, and low-income population? The project within close proximity of public parks, schools, libraries, public transit, employment and/or retail centers, and residential areas. The project improves low income access to transit, jobs, education, and essential services.

☒ **SAFETY** - Project addresses a specific safety concern. The project contains or addresses:

- ☐ Collision data
☒ Lack of adequate safe crossing or access
☐ Lack of separated facility
☐ High speed/volume
☐ Provides sidewalk or pathway, with curb-cuts
☐ Provides bike lanes, markings, and signage
☒ Implements traffic calming measures
☐ Signage and/or markings directed to safety concern
☒ Provides crosswalk enhancement (striping, refuge island, signal, etc.)

For SRTS Projects there is:

- ☐ Documented bike/pedestrian crash involving school age children or crossing guard at arrival/dismissal times near the school.
☐ Crossings of state highways, main arterial roads or other high speed or high traffic volume roads.
☐ Lack of bicycle and pedestrian facilities or lack of connectivity of facilities that do exist.
☐ High level of parental concern documented in survey data.
☐ Few or no children who live within 1 mile walk or bike. Busing may be offered to everyone because of documented hazards.
☐ Children are walking but application shows that unsafe conditions exist.

☐ **HISTORICAL AND/OR PRESERVATION SIGNIFICANCE** – Project would have strong historical or preservation benefit.

☐ **ECONOMIC DEVELOPMENT** – Project facilitates economic development by increasing bicycle/pedestrian traffic in commercial corridors or by creating a destination that will help retail.

Local Resolution of Support

There is or there will be a local resolution of support for the proposed project, executed by a governing body that has the authority to make financial commitment on behalf of the project sponsor (i.e., County Board, City Council, or Regional Planning Commission Policy Board).

☒ Yes ☐ No

Please note that a resolution **will be required** for an application to be eligible, which means a **copy of the resolution** should be submitted to the **Region Local Program Manager** no later than **5:00 PM April 18, 2022**.

Existing Facilities & Projects that Impact the Proposed Project

Rail Facilities:

Does a railroad facility exist within 1,000 feet of the project limits? ☐ Yes ☒ No

If yes, specify: *Choose an item.*

If yes, does the project physically cross a rail facility? ☐ Yes ☐ No

Owner of Rail Facility:

Will an easement from OCR be required? ☐ Yes ☐ No

Is the proposed project location in an area with known safety issues? ☐ Yes ☒ No

If yes, specify: _____ and (consider applying for Highway Safety Improvement Program (HSIP) funds if applicable)

Is this project on or parallel to a local road or street? ☒ Yes ☐ No

If Yes, provide the name of the road or street: **Calumet Street**

Does this project cross a state or federal highway? ☒ Yes ☐ No

Does this project run parallel to a state or federal highway? ☒ Yes ☐ No

If Yes to any of these questions attach an existing typical cross-section of the roadway, showing right of way, travel lanes, shoulder and sidewalk (if applicable). Examples are available in [FDM15-1-5](#) attachment [5.3](#) of the WisDOT facilities Development Manual.

Will this project be constructed as part of another planned road project? ☐ Yes ☒ No

If Yes, specify if this is a state, county, or local project and when the road project is scheduled for construction:

Will any exceptions to standards be requested? ☐ Yes ☒ No

If Yes, provide a brief description of the exceptions that may be requested:

Real Estate (RE) /Right of Way (ROW)

Was any real estate acquired or transferred in anticipation of this project? ☐ Yes ☒ No

If yes, please explain.

List any other funding (past or present) used within the proposed project limits (i.e. DNR Stewardship)

N/A

Is the project on an existing right of way (ROW)? ☒ Yes ☐ No

(NOTE: It is recommended that local funds be used to acquire right of way)

If Yes, have you obtained a permit from the WisDOT Regional Office Maintenance Section to conduct work on the right of way? ☒ Yes ☐ No

Check all boxes that apply to ROW acquisition for this project:

☒ None ☐ Less than ½ acre ☐ More than ½ acre
☐ Parklands ☐ Large parcels ☐ Temporary interests

List any other funding (past or present) used within the proposed project limits (i.e. DNR Stewardship)

N/A

If right of way was acquired in anticipation of this project, attach a detailed list of available, completed project and parcel acquisition documentation. Refer to Section 11.2, Records Management, found in the *Local Program Real Estate Manual (LP RE Manual)*:

<http://wisconsindot.gov/dtsdManuals/re/lpa-manual/lpa-manual-ch11.pdf>.

PLEASE NOTE: Except for existing or new sidewalks, and existing bicycles or pedestrian pathways, State law prohibits the use of condemnation to establish or extend a recreational trail, a bicycle way, a bicycle lane, or pedestrian way. Refer to Section 6.3.5, Condemnation Limitations, found in the LP RE Manual:

<https://wisconsindot.gov/dtsdManuals/re/lpa-manual/lpa-manual.pdf>

If right of way was acquired in anticipation of this project, did the acquisition contain any buildings or relocation?

☐ Yes ☐ No

If yes, Please read Section 6.2, Relocation Assistance, found in the *LP RE Manual* to determine if relocation assistance was properly offered and documented: <http://wisconsindot.gov/dtsdManuals/re/lpa-manual/lpa-manual-ch6.pdf>

Does the project include the need for new ROW for a sidewalk, recreational trail, or bike/pedestrian way?

☐ Yes ☐ No

If right of way is required, acquisition will occur through a transfer of an adequate interest in real property.

☐ Yes ☐ No

For real estate questions, please contact Abigail Ringel, WisDOT Local Public Agency Real Estate Statewide Facilitator, at (414) 220-5461 or Abigail.Ringel@dot.wi.gov

Environmental/Cultural Issues

Agriculture	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated
Comments:			
Archaeological sites	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Investigated
Comments:			
Historical sites	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Investigated
Comments:			
Designated Main Street area	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated
Comments:			
Lakes, waterways, floodplains	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Investigated
Comments: The Pigeon River crosses under the road within the project limits			
Wetland	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated
Comments:			
Storm water management	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Investigated
Comments:			
Hazardous materials sites	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Investigated
Comments:			
Hazardous materials on existing structure	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Investigated
Comments:			
Upland habitat	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Investigated
Comments:			
Endangered/threatened/migratory species	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Investigated
Comments:			
Section 4(f)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Investigated
Comments: May require coordination of work adjacent to park entrances			
Section 6(f)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not Investigated
Comments:			
Through/adjacent to tribal land	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Investigated
Comments:			

Miscellaneous Issues

Construction Schedule Restrictions (trout, migratory bird, local events): **None anticipated**

Local Force Account (LFA): Will the proposed project utilize municipal employees to complete any portion of the construction activities? ☐ Yes ☒ No

If yes, explain the desired LFA portion of the project.

NOTE: LFA work must include labor, equipment and materials. The purchase of materials only is not considered to be a legitimate project.

NOTE: Please review WisDOT TAP Guidelines for restrictions on certain LFA work as of July 1, 2015.

Maintenance (only complete this section if project application involves a trail project):

Will the facility be snowplowed in the winter? ☐ Yes ☐ No

Comment:

If no to the above question, will the trail allow snowmobile use in the winter? ☐ Yes ☐ No

Comment:

Anticipated fee for trail use: ☐ Yes ☐ No

Comment:

Anticipated equestrian use on trail: ☐ Yes ☐ No

Comment:

Other Concept Notes: Provide any additional relevant project information that has not been covered in another section of the application.

School Demographics (Complete ONLY if submitting a project within the SRTS **Programming / Planning** eligibility category)

What are the name(s) and demographics for each school affected by the proposed program or project?

Optional: Alternatively, SRTS project applicants may submit a narrative response detailing school demographics provided that all fields below are answered in such attachment.

School name: School population: Grades of students at school:

Estimated number of students currently walking to school (if known):

Estimated number of students currently biking to school (if known):

Does the school have any policies related to walking or biking?

Distance eligibility for riding a bus: Number of children not eligible for busing:

Number of students eligible for busing because of a hazard situation:

Percentage of students living within one mile of the school:

Percentage of students living within two miles of the school:

Percentage of students eligible for free or reduced-cost school meals:

Community(s) served by school: Community(s) population:

Safe Routes to School Infrastructure (Complete ONLY if submitting a project within the SRTS eligibility category)

Does your school or community have a Safe Routes to School plan? ☐ Yes ☐ No

If yes, can it be viewed online? ☐ Yes, the website address is ☐ No, it is attached with the application.

If no; in no more than 400 words, attach a Word document describing any SRTS-related planning efforts undertaken by the school or community.

CONFIDENTIAL INFORMATION

Project Costs, Priorities, and State Fiscal Years:

NOTE: Do not include pages A-7 and A-8 in the Concept Definition Report (CDR) for approved TAP projects.

Complete the table below for the appropriate fiscal years of the application/project cycle (2022-2026). If a sponsor proposes to construct a project in phases throughout multiple years, schedule the project costs as appropriate and provide further details in the project description.

In addition to the table below, **attach a detailed breakdown of project costs in Microsoft Excel.** This detailed breakdown must clarify assumptions made in creating the budget such that a third-party reviewer would be able to substantiate the assumptions.

Submit a separate application and budget for each project or stand-alone project segment for which you are willing to accept funding, or for a bike trail section that could function as a separate facility. Project requests are not considered for partial funding.

Applicants may work with the Local Program Manager within their region for assistance to more accurately estimate costs. All estimates will be reviewed by WisDOT Region staff for consistency with current practices and approaches. Also, WisDOT Region staff may revise estimates in these categories due to the complexity of the project or other factors. WisDOT will notify the sponsor of any changes to estimates within the application and determine whether the sponsor wishes to continue with the application with the revised estimate.

NOTE: Requesting design and construction projects in the same fiscal year is not allowed.

Project Prioritization

If a sponsor is submitting more than one project the sponsor must rank each project in priority order, e.g., 1 (highest priority) to 5 (lowest), for the local priority among five projects. Local ranking will be used as a guide in project selection. **Project Priority:**

☒ Design:

- ☐ 100% Locally Funded (state review is required to be included as 100% locally funded) **OR**
☒ 80% Federally Funded ("state review only" projects are not allowed)
☒ FY 2023 ☐ FY 2024 ☐ FY 2025

NOTE: Requesting design and construction projects in the same fiscal year is not allowed.

	Total Funding	Federal Funding	Local Funding
A. Design Plan Development	\$80,000	\$60,000	\$20,000
B. State Review for Design (provided by WisDOT Region)	\$	\$	\$
Total Design Cost Estimate with State Review (sum lines A and B)	\$	\$	\$

- ☒ **Construction:**
Basis for Construction Estimate: ☒ Itemized ☐ Per Square Foot ☐ Past Projects
☐ Other, please specify:
Schedule Preference: ☐ FY 2024 ☒ FY 2025 ☐ FY 2026

	Total Funding	Federal Funding	Local Funding
Total Participating Construction Cost	\$465,000	\$372,000	\$93,000
Total Non-Participating Construction Cost	\$1,000	\$0	\$1,000
A. Subtotal Construction Costs	\$466,000	\$372,000	\$94,000
B. Construction Engineering Costs (Coordinate with WisDOT Region)	\$	\$	\$
C. State Review for Construction (Provided by WisDOT Region)	\$	\$	\$
Total Construction Cost Estimate with Construction Engineering and State Review (sum lines A, B and C)	\$	\$	\$

- ☐ **Real Estate:** (Recommend funding with local funds.)

☐ FY 2023 ☐ FY 2024 ☐ FY 2025

Total Real Estate Cost (round to next \$1,000)

\$

- ☐ **Utility:** (Compensable utility costs must be \$50,000 minimum per utility.
Recommend funding with local funds.

☐ FY 2023 ☐ FY 2024 ☐ FY 2025 ☐ FY 2026

Total Utility Cost (round to next \$1,000)

\$

- ☐ **Other:** (Planning or SRTS Non-Infrastructure Programming):

☐ FY 2023 ☐ FY 2024 ☐ FY 2025 ☐ FY 2026

Total Other Cost (round to next \$1,000)

\$

NOTE: WisDOT Policy link: <http://wisconsindot.gov/rdwy/fdm/fd-18-01.pdf>.

NOTE: WisDOT Region staff may revise estimates in the Plan Development, State Review for Design, and State Review for Construction categories based on the complexity of the project or other factors.

Narrative Response

Provide a narrative response attachment answering questions 1 through 6, making sure to provide information in response to each sub-question. Please limit the response to three (3) double-spaced pages, using a **minimum 11-point font size and a 1-inch margin**.

1. PROJECT DESCRIPTION AND OVERVIEW.

This is the summary from page A-3 of the application. It is a general overview of the project, including type of facility or project, location (please attach a location map or maps) and any other information about the project. It is brief. Limited to about 400 words.

2. PROJECT PLANNING & PREPARATION & LOCAL SUPPORT

Describe the degree to which this project was planned for and the local support and commitment for the project. If this project is part of a plan, describe that plan and the project's priority in that plan. If this is a planning project describe how this project will be integrated into other efforts. For SRTS projects, describe walk/ bike audits, parent surveys and data on crashes that support the selection of this project. Provide data that supports the selection of your project.

3. PROJECT UTILITY & CONNECTIVITY

For Infrastructure Projects

Describe the degree to which this project serves utilitarian rather than recreational purposes and how, if at all, the project adds connectivity to the state's multi-modal transportation network, including bicycle, pedestrian and transit facilities. Make specific reference to distance between modal connections and destinations. Describe how, if at all, the proposed project would connect to these existing land uses: park, school, library, public transit, employment and/or retail centers, residential areas, other. Describe how this project fills a multimodal gap or serves as a backbone to a local multimodal network.

For Planning Projects

Implementation of plan would serve a broad geographic area and adds connectivity to the state's multimodal transportation network. Describe how this project fills a multimodal gap or serves as a backbone to a local multimodal network.

For Safe Routes to School Programming Projects

Will the project get a higher percentage of children walking and biking to school - addresses clear safety problems for children already walking/biking. Address the following desired outcomes: reduction in parent concerns that keep them from allowing children to walk/bike; potential for changes in hazard busing; change in policy limiting walking/biking to school; increased school commitment to promoting walking/biking; improved driver behaviors in the school zone; making it more appealing for children to walk/bike; more law enforcement participation in walking/biking issues

4. PROJECT BENEFIT- ENVIRONMENTAL, LIVABILITY, ECONOMIC JUSTICE, PUBLIC HEALTH, HISTORICAL PRESERVATION, & SAFETY

Describe the benefits likely derived from the proposed project, this description should correspond to the project benefit section on page A-3.

NOTE: A TAP projects should contribute to a community benefit. Projects that contributes to more than one benefit or have significant impact on a particular benefit will receive more points.

5. HISTORY OF SPONSOR SUCCESS, DELIVERABILITY AND COMMITMENT TO MULTIMODAL

How will the project be implemented on time? What obstacles or problems must be overcome to implement this project, and in light of project obstacles, describe how the project sponsor will comply with state law and policy requiring project commencement within four years of the award date, and project completion within approximately six years? Please describe prior experience with other multimodal projects and success in delivering those projects in the year in which they were scheduled. For example, were you able to deliver the project in the year it was programmed? Have you ever had to turn back awarded federal funds? Please explain. If problems were experienced in the past, what will be done on this project to ensure successful completion? Describe the project sponsor's commitment to multimodal programs and facilities generally like a complete streets ordinance, advisory committees, or inclusion of multimodal accommodations in any other local program projects.

Key Program Requirements Confirmation

Please confirm your understanding of the following project condition by **typing your name, title and initials** at the bottom of this section. **A Head of Government/Designee with fiscal authority for the project sponsor must initial this section and sign this application. Sponsor consultant(s) should not initial or sign project applications.**

WisDOT will deem ineligible any application that does not provide confirmation to this section.

- a. Private organizations proposing projects must have a public project sponsor such as a local government unit.
- b. The project sponsor or private partner must provide matching dollar funding of at least 20% of project costs.
- c. This is a reimbursement program. The project sponsor must finance the project until federal reimbursement funds are available.
- d. The project sponsor will pay to the state all costs incurred by the state in connection with the improvement that exceed federal financing commitments or other costs that ineligible for federal reimbursement. In order to guarantee the project sponsor's foregoing agreements to pay the state, the project sponsor, through its duly executed officers or officials, agrees and authorized the state to set off and withhold the required reimbursement amount as determined by the state from any monies otherwise due and payable by the state to the municipality.
- e. The project sponsor must not incur costs for any phase of the project until that phase has been authorized for federal charges and the WisDOT Region has notified the sponsor that it can begin incurring costs. Otherwise, the sponsor risks incurring costs that will not be eligible for federal funding.
- f. The project sponsor will follow the applicable federal and state regulations required for each phase of the project. Some of these are described in the Guidelines. The requirements include, but are not limited to, the following: a Qualifications Based Selection (QBS) process for design and engineering services (Brooks Act); real estate acquisition requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and amendments; competitive procurement of construction services; Davis-Bacon wage rates on federal highway right-of-way projects; WisDOT FDM & Bicycle Facilities Handbook; ADA regarding accessibility for the disabled; MUTCD regarding signage; U.S. Department of the Interior standards for historic buildings. Each WisDOT Region can provide copies of the current *Sponsor's Guide to Non-Traditional Transportation Project Implementation*, and references for sections of the Facilities Development Manual (FDM) and other documents necessary to comply with federal and state regulations. **Applicants who plan to implement their projects as Local Let Contracts using the Sponsor's Guide must become certified that they are capable of undertaking these projects.**
- g. If applying for a bicycle facility, it is understood that All Terrain Vehicles (ATVs) are not allowed. Snowmobile use is only allowable by local ordinance. Trail fees may only be charged on a facility if the fees are used solely to maintain the trail. WisDOT reserves the right to require that facilities be snowplowed as part of a maintenance agreement where year-round use by bicyclists and pedestrians is expected.
- h. The project sponsor agrees to maintain the project for its useful life. Failure to maintain the facility, or sale of the assets improved with FHWA funds prior to the end of its useful life, will subject the sponsor to partial repayment of federal funds or additional stipulations protecting the public interest in the project for its useful life.
- i. If the project sponsor should withdraw the project, it will reimburse the state for any costs incurred by the state on behalf of the project.
- j. The project sponsor agrees to state delivery and oversight costs by WisDOT staff and their agents. These costs include review of Design and Construction documents for compliance with federal and state requirements, appropriate design standards, and other related review. These costs will vary with the size and complexity of the project. The sponsor agrees to add these costs to the project under the same match requirements 80% / 20% match requirements.

- k. Projects that are fully or partially federally funded must be designed in accordance with all applicable federal design standards, even if design of the project was 100% locally funded.
- l. As the project progresses, the state will bill the project sponsor for work completed that is ineligible for federal reimbursement. Upon project completion, a final audit will determine the final division of costs as between the state and the project sponsor. If reviews or audits reveal any project costs that are ineligible for federal funding, the project sponsor will be responsible for any withdrawn costs associated with the ineligible work.
- m. ***For 100% locally-funded design projects, costs for design plan development and state review for design are 100% the responsibility of the local project sponsor. Project sponsors may not seek federal funding only for state review of design projects.
- n. The project sponsor acknowledges that the requisite project commencement requirement and that failure to comply with the applicable commencement deadline will jeopardize federal funding. Commencement is within four years of the date of the project award. The project must be commenced within four (4) years of the project award date according to Sec. 85.021, Wis. Stats. For construction projects, a project is commenced when construction is begun. For planning projects, a planning project is commenced when the planning study is begun. For non-infrastructure projects that do not fall within any of the above categories, a project is considered commenced on the date that WisDOT receives the first reimbursement request from the project sponsor, as noted on form DT1713 in the 'Date Received' field.
- o. The project sponsor acknowledges that the requisite project completion timeline for approved TAP projects will be memorialized in a state-municipal agreement, and failure to comply with the applicable project timeline will jeopardize federal funding.
- p. Federally-funded transportation construction projects, with the exception of sidewalks, are likely improvements that benefit the public at large. Improvements of this type cannot generally be the basis of levying a special assessment pursuant to Wis. Stat. § 66.0703. Municipalities who wish to obtain project funding via special assessment levied against particular parcels should seek advice of legal counsel. See Hildebrand v. Menasha, 2011 WI App. 83.

Please confirm your understanding of the following project condition by typing your name, title and initials at the bottom of this section. A Head of Government/Designee with fiscal authority for the project sponsor must initial this section and sign this application. Sponsor consultant(s) should not initial or sign project applications.

I confirm that I have read and understand project conditions (a) through (o) above:

Name: David Biebel

Title: Director of Public Works

Accepted (please initial here): DHS

Fiscal Authorization and Signature

Application prepared by a consultant? ☐ Yes ☒ No

If yes, consultant information and signature required below.

Consultant Company Name: _____ Company Location (City, State): _____

Consultant Signature (electronic only): _____

Date: _____

NOTE: On Local Program projects, it is not permissible for a consultant to fill out applications gratis (or for a small fee) for a municipality and then be selected to do the design work on a project **unless** the municipality either:

- a.) uses a one-step QBS process with the scope of work to include the grant application and the design services, if authorized; or
- b.) uses a two-step QBS process with the scope of work for the first selection for the preparation of the grant application(s) and the second selection for the actual design(s).

In either case, all costs incurred prior to WisDOT project authorization are the responsibility of the municipality. See FDM 8-5-3 for additional information: <https://wisconsindot.gov/rdwy/fdm/fd-08-05.pdf#fd8-5-3>

Sponsor Agency: **City of Sheboygan**

Contact Person: **David H. Biebel** (Note: must be Head of Government or Designee)

Title: **Director of Public Works**

Address: **2026 New Jersey Avenue**

Telephone: **920-459-3440**

Email: **David.Biebel@sheboyganwi.gov**

Only one project sponsor is allowed per project. As a representative of the project sponsor, the individual that signs below is confirming that the information in this project application is accurate. A local official, not a consultant, must sign the application. I understand that completion of this application does not guarantee project approval for federal funding.

Head of Government/Designee Signature (electronic only): **David H. Biebel**

Date: **1/25/22**

Application and Attachments Checklist

Submit applications and attachments utilizing the contact information contained in the corresponding TAP Pre-Scoping Application Instructions. Applicants must **submit eligible applications on or before 5PM on January 28, 2022**, and must include the following documents:

- ☒ A completed application **in Microsoft Word format**
- ☒ Narrative Response: maximum of **three double-spaced** pages, **11-point font size with 1-Inch margins**
- ☒ Cost Estimate Detail as required in the '**Project Costs and Dates**' section of this application
- ☒ For infrastructure projects, an 8½ by 11 project map submitted in PDF format
- ☐ If available, a **local resolution of support** for the proposed project
- ☐ **Non-Profit Entities Only:** A resolution ratified by "Secondary Municipal Agency" listed on page A-2, certifying the Non-Profit as "Responsible for administration of local transportation safety programs"
- ☐ **If right of way was acquired in anticipation of this project**, attach a detailed list of available, completed project and parcel acquisition documentation (**see page A-2**)
- ☒ **If proposed project crosses or runs parallel to a local road, street, or state or federal highway**, attach an existing typical cross-section of the roadway, showing right of way, travel lanes, shoulder and sidewalk (if applicable) (**see page A-2**).
- ☐ **SRTS Non-Infrastructure Applicants Only:** School Demographics Information (Page A-7)
- ☐ **SRTS Applicants Only:** Description of Existing Planning Efforts (400 words or less)
- ☒ Up to **three pages** of additional attachments (photos, letters of support, etc.)

FOR WISDOT USE ONLY –This information must be entered on the spreadsheet and on the application.

WisDOT Region comments on application, including eligibility concerns:

Region Reviewer's Name:

Reviewer's Title:

Date Received:

Project Narrative

1. Project Description and Overview

The Calumet Drive (WIS 42) project would replace the existing Two Way Left Turn Lane (TWTL) with a raised median between Mueller Road and North 27th Street in the City of Sheboygan. Left turn lanes will be constructed to maintain existing access through the project limits. This project is proposed to reduce the speeds, provide a more aesthetic entrance into the city, and to promote pedestrian usage through improved access and lighting.

Calumet Drive is a principal arterial that serves as the main north/south route through the City of Sheboygan. The project limits are from Mueller Road to North 27th Street, with neither intersection included. The proposed project would remove the existing TWLTL and replace it with a combination of a raised median and specific left turn lanes to maintain access through this section of Calumet Drive. The raised median would be landscaped, and lighting would be added to provide a gateway to the city of Sheboygan. Improving the aesthetic and physical character of the Calumet Drive corridor can help calm traffic, promote use by cyclists and pedestrians, and enhance the economic and social vitality of the surrounding area. One of the most critical elements of these beautification efforts is the inclusion of trees planted which not only provide aesthetic benefits, but also reduce glare from oncoming vehicles and filter vehicle emissions and traffic noise. The construction of lighting through the project will improve the visibility for all users, reducing conflicts between vehicles, pedestrians, and bicyclists.

In addition to the beautification of the entrance to the city, the new median would also provide additional pedestrian crossings. Along this stretch of Calumet Drive there are entrances to three of the largest parks in the City of Sheboygan. These parks provide year-round activities within their 276 total acres. In 2018 construction of a large fully accessible ADA playground was completed in Evergreen Park, increasing the pedestrian, bicycle, and vehicular traffic in the area. The existing crossings at Mueller Road and North 27th Street would be improved with new pavement markings and improved signing. Additional crossings would be added at the entrance to Quarry Beach Adventure Park and at Evergreen Park Road, improving pedestrian access to these public areas.

The addition of a raised median along this stretch of Calumet Drive would greatly assist in allowing pedestrians the ability to cross the four-lane traffic as safely as possible. The Pigeon River School, located on the north side of

Calumet, often use the Evergreen Park for school activities as well as after school use when younger children are crossing Calumet un-supervised.

2. Project Planning & Preparation & Local Support

The City of Sheboygan is committed to making Calumet Drive a gateway to the city while improving the safety of the traveling public. This section of Calumet Drive has long been identified as the north gateway to the city, with a strong desire to improve the aesthetics. The city has recently prioritized this effort, utilized internal staff to prepare a preliminary plan for these improvements, and has coordinated the planning of these improvements with the Parks Department to ensure the improvements meet their user's needs.

3. Project Utility & Connectivity

The proposed improvements have no impact on the vehicular utility or connectivity to the overall roadway network. The addition of 2 additional pedestrian crossings will enhance the pedestrian network by providing more direct access to the trails and facilities located within these recreational facilities.

4. Project Benefit

Environmental – *Increases access and connection to the natural environment*

The proposed project includes the addition of two pedestrian crossings that will improve access to Evergreen Park and Quarry Beach Adventure Park. These parks provide numerous opportunities to connect to the natural environment, including hiking trails, cross county ski trails, biking trails, and fishing. The network of trails within these parks connects with the trails in Maywood Park, located approximately ¼ mile to the west.

Safety - *Lack of adequate safe crossing or access*

Calumet Drive currently does not have direct pedestrian crossings into the parks located on each side of the road. The lack of a direct connection to these two locations encourages unsafe mid-block pedestrian crossing movements. The addition of the two new crossings, along with the new median creating a pedestrian refuge, will improve pedestrian safety.

Safety - *Implements traffic calming measures*

The current roadway includes 2 lanes of traffic in each direction and a two way left turn lane. Wide, open roadway sections persuade drivers to increase their speed as they feel more “comfortable” due to the unconstrained

conditions. This section of Calumet Drive has a posted speed limit of 35 mph; however, normal traveling speeds are significantly higher than this. With the two parks and higher bicycle and pedestrian users in this area, a lower traveling speed is desired. Within the proposed project limits, there are limited access points making the TWLTL unnecessary. The construction of a raised/landscaped median will narrow the pavement area, calming traffic as drivers instinctively slow down to improve safety for pedestrians and bicyclists.

Safety – Provides crosswalk enhancement

The crosswalks within the project limits are not protected by signals nor a stop movement on Calumet Drive. On the existing roadway, this results in a long single crossing without refuge. The two new park entrance crossings will be constructed to utilize the proposed median as a refuge area. Pedestrians can then cross two lanes of traffic at a time, with a safe location to separate the crossing instead of crossing all 5 lanes in one movement. This will provide a safer environment and improved access for slower moving pedestrians.

5. History of Sponsor Success, Deliverability and Commitment to Multimodal

The City of Sheboygan has an extensive history of delivering similar projects on time. We have completed numerous TAP and Non-Motorized Transportation Pilot Program Projects over the last decade, including Taylor Drive Multi-Purpose Trail (4996-01-58), Sidewalk Gap Improvements (4996-01-54), County Wide Bike Lane Initiative (4996-10-00), Eisner Avenue Bicycle Facilities (4996-01-56), and UP Rail Corridor Conversion (4996-01-48 / 4996-17-71). Nearly every project was completed in the year in which it was scheduled, and we have never had to turn back awarded federal funds.

From the experience gained completing the projects listed above, we have selected a project with features that minimize potential delays, such as: no real estate needed for this project, impacts to the 4(f) property within the project limits have been avoided, proposed improvements have limited excavation and all is within the right of way to minimize potential for hazardous materials impacts, no railroad crossings are within the project limits, and the majority of proposed improvements are within the existing roadway which limits the potential for environmental issues.

Our overall understanding of the WisDOT TAP project development process will ensure that this project is constructed on time.

Line Item	Item Description	UofM	Quantity	Unit Price	Total Cost
1	Mobilization	SY	1	\$40,000.00	\$40,000.00
2	Traffic Control	LS	1	\$10,000.00	\$10,000.00
3	Removing Pavement	SY	2650	\$7.50	\$19,875.00
4	Adjusting Manholes	Each	5	\$400.00	\$2,000.00
5	Concrete Curb and Gutter 30-Inch	LF	3150	\$40.00	\$126,000.00
6	Drilled Tie-Bars	Each	2100	\$9.00	\$18,900.00
7	Sawing Concrete	LF	3440	\$3.00	\$10,320.00
8	Pavement Marking 4-Inch (Yellow)	LF	4750	\$5.00	\$23,750.00
9	Pavement Marking 8-Inch Channelizing (White)	LF	405	\$12.00	\$4,860.00
10	Pavement Marking 12-Inch Diagonal (Yellow)	LF	515	\$10.00	\$5,150.00
11	Pavement Marking Left Turn Arrow	Each	7	\$300.00	\$2,100.00
12	Pavement Marking Words	Each	4	\$300.00	\$1,200.00
13	Island Nose	Each	12	\$175.00	\$2,100.00
14	Streetlight Base	Each	18	\$1,200.00	\$21,600.00
15	Lighting Assembly Type B	Each	18	\$4,000.00	\$72,000.00
16	Conduit 2-inch	LF	2000	\$3.00	\$6,000.00
17	#4 Wire	LF	8000	\$1.50	\$12,000.00
18	#6 Wire	LF	2000	\$1.00	\$2,000.00
19	Control Cabinet	Each	1	\$6,000.00	\$6,000.00
20	Slope Median Nose	SF	862	\$8.00	\$6,896.00
21	Topsoil	SY	1700	\$3.00	\$5,100.00
22	Hydro-Seed	SY	1700	\$2.00	\$3,400.00
23	Trees	Each	25	\$600.00	\$15,000.00
24	Signs	Each	10	\$400.00	\$4,000.00

Sub-Total	\$420,251.00
10% E&C	\$42,025.10

Total	\$462,276.10
-------	--------------

PROJECT LOCATION MAP CALUMET DRIVE CITY OF SHEBOYGAN

CALUMET CO.

SHEBOYGAN

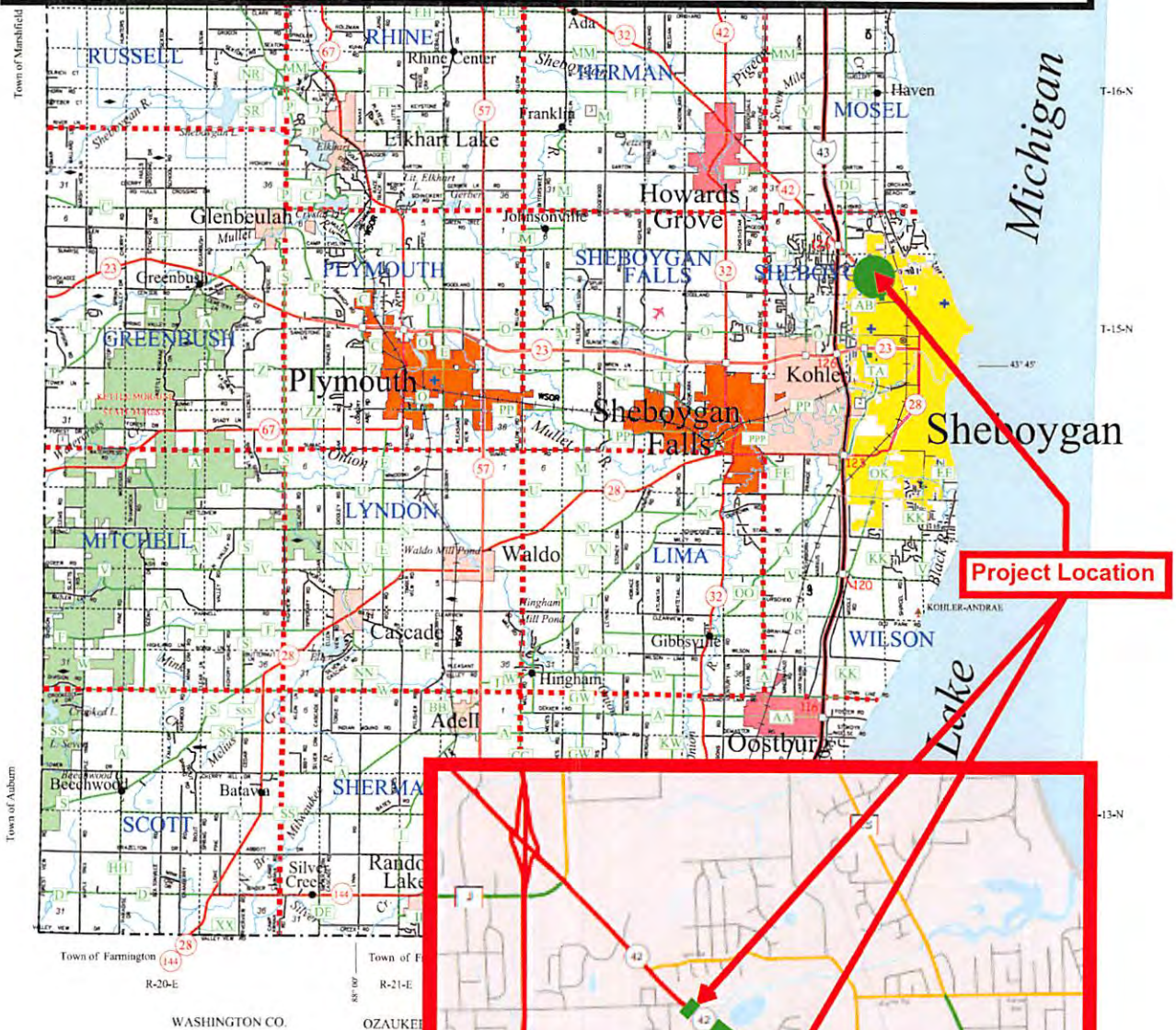
T-16-N

T-16-N

T-13-N

T-13-N

FOND DU LAC CO.



LEGEND

- | | | | |
|------------------------|-------|-----------------------------------|-------|
| Freeway | ..... | Dam | ..... |
| Multilane Divided | ..... | Hospital | ..... |
| U.S. or State Hwy | ..... | Airport | ..... |
| County Trunk Hwy | ..... | County Seat | ..... |
| Town Road | ..... | Unincorporated Village | ..... |
| Firelane | ..... | Fish Hatchery | ..... |
| Railroad | ..... | Game Farm | ..... |
| State Trail | ..... | Public Hunt. or Fish. Grds. | ..... |
| Interchange | ..... | Public Camp & Picnic Grds. | ..... |
| Highway Separation | ..... | Ranger Station | ..... |
| Interstate Highway No. | ..... | State Park | ..... |
| U.S. Highway No. | ..... | County Park | ..... |
| State Highway No. | ..... | Rest Area | ..... |
| County Highway Letter | ..... | Wayside | ..... |
| State Boundary | ..... | Keweenaw Correctional Institution | ..... |
| County Boundary | ..... | Univ. of Wisconsin - Sheboygan | ..... |
| Civil Town Boundary | ..... | Lakeland College | ..... |
| Section Line | ..... |  |  |

For boundaries of public hunting and fishing grounds please contact the Department of Natural Resources

SECTION OF A T

6	5	4
7	8	9
18	17	16
19	20	21
30	29	28
31	32	33
34	35	36

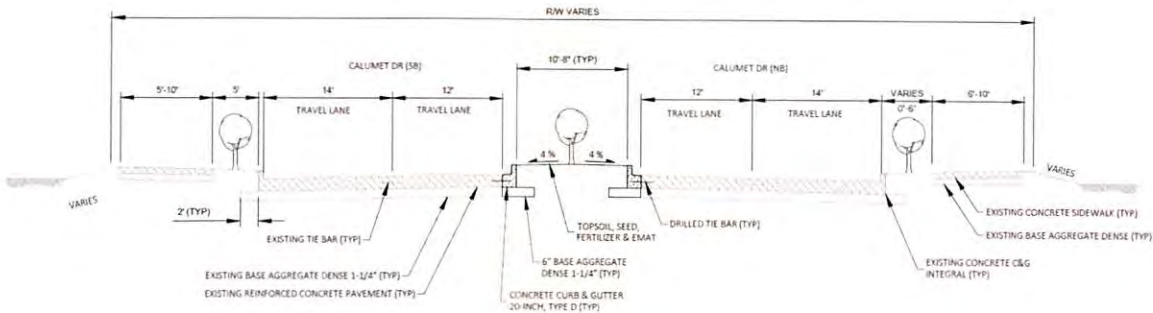
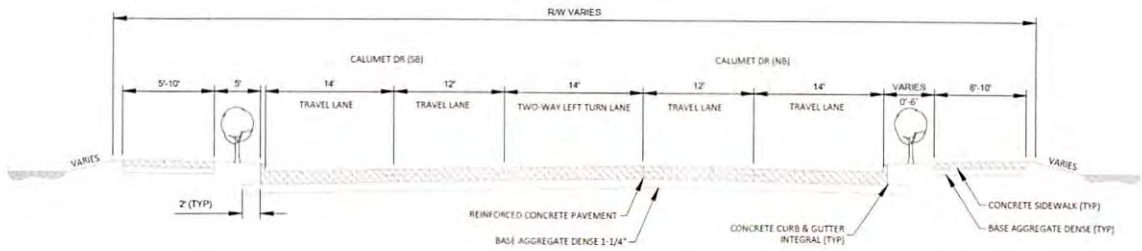
Base compiled from U.S.G.S. Quadrangles
1:100,000 Series

SHEBOYGAN 59-NE

THE INFORMATION CONTAINED IN THIS FILE WAS CREATED FOR THE OFFICIAL USE OF THE WISCONSIN DEPARTMENT OF TRANSPORTATION (WISDOT). ANY OTHER USE OR RECOMPILATION OF THE INFORMATION, WHILE NOT PROHIBITED, IS THE SOLE RESPONSIBILITY OF THE USER. WISDOT EXPRESSLY DISCLAIMS ALL LIABILITY FOR ANY ERRORS OR OMISSIONS IN THE INFORMATION, EITHER IN THE ORIGINAL OR IN ANY RECOMPILATION.

2

2



PROJECT NO: XXXX-XX-XX

HWY: CALUMET DRIVE

COUNTY: SHEBOYGAN

TYPICAL SECTIONS

SHEET

E

FILE NAME: I:\PROJECTS\SHEBOYGAN\TYPICAL SECTIONS\SHEBOYGAN CO CALUMET DR - TYPICALS.DWG
LAYOUT NAME: TYPICALS

PLOT DATE: 1/4/2022 7:57 AM

PLOT BY: ERIC ADAMS

PLOT NAME:

PLOT SCALE: 1 IN = 10 FT

WISDOT-CLASIS SHEET 4.2



Photo 1:

Calumet Drive (WIS 42):
Looking Southeast.
Evergreen Park is on the
right and Jaycee Quarry
Park on the left.



Photo 2:

Calumet Drive (WIS 42):
Looking Northwest.
Evergreen Park is on the
left and Jaycee Quarry
Park on the Right.

January 25, 2022

Mr. Kevin Jump, P.E.
Engineering Division
Department of Public Works
City of Sheboygan
2026 New Jersey Avenue
Sheboygan, WI 53081

RE: Letter of Support for Calumet Drive Median Improvements, City of Sheboygan

Dear Mr. Jump:

We are pleased to provide a letter of support for the City of Sheboygan's Transportation Alternatives Program (TAP) application for proposed median improvements to Calumet Drive (State Highway 42) from North 27th Street to Mueller Road within the city. The project would replace a Two-Way Left Turn Lane (TWLTL) with a raised median throughout the corridor. The TWLTL has been in place since the 1990s, and has received complaints for motorized travel speeds in excess of the posted speed limit in the corridor.

In establishing highway safety performance targets for the Sheboygan Metropolitan Planning Area over the past several years, we have collected fatality and serious injury data and compared these with state averages. In doing this, we have noticed that the nonmotorized fatality and serious injury occurrences (when averaged over a five-year period) have exceeded the number of these occurrences at the statewide level when adjusted for vehicle miles of travel (VMT) within the metropolitan planning area. The vast majority of crashes involving nonmotorized fatalities and serious injuries in recent years has involved pedestrians.

This project will increase access and connections to the natural environment, will promote safe crossings and access to major parks along the corridor, will implement traffic calming measures, and will provide crosswalk enhancements.

We would recommend this project as the first phase of a comprehensive package of transportation enhancements along this corridor. Improved accommodations for bicyclists should also eventually occur within the corridor, as recommended in the *Sheboygan County Pedestrian and Bicycle Comprehensive Plan 2015 Update*, as well as in the *Update to the Year 2045 Sheboygan Area Transportation Plan (SATP)*.

Thank you for the opportunity to comment on this valuable project.

Sincerely,



Jeffrey C. Agee-Aguayo
Transportation Planner III

VIII

R. C. No. 258 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE. March 21, 2022.

Your Committee to whom was referred Res. No. 154-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to remove certain 2020 Tax Roll uncollected delinquent personal property taxes from the City of Sheboygan's general ledger; recommends adopting the Resolution.

_____	_____
_____	_____
_____	_____
	Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Res. No. 154 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
March 7, 2022.

A RESOLUTION authorizing the appropriate City officials to remove certain 2020 Tax Roll uncollected delinquent personal property taxes from the City of Sheboygan's general ledger.

WHEREAS, a financial reporting best practice is to remove bad debts from the general ledger in order to ensure an accurate accounts receivable balance; and

WHEREAS, this process is sometimes referred to as "writing off" debts owed to the City; and

WHEREAS, the Finance Department has identified \$7,745.08 of uncollected delinquent personal property taxes that are appropriate to write off; and

WHEREAS, the uncollected delinquent personal property taxes are associated with businesses that are closed or otherwise inactive, making it unlikely the tax will be paid; and

WHEREAS, additional details regarding these uncollected amounts are found in the spreadsheet attached to this Resolution; and

WHEREAS, it is appropriate to write off the outstanding debt and request a chargeback from the taxing jurisdictions.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to take the steps necessary to remove the \$7,745.08 in uncollected delinquent personal property taxes from the City of Sheboygan's general ledger and to request a chargeback from the taxing jurisdictions.

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

Tax Year	Parcel Number	Business Name	2020 Tax Due
2020	59281835541P	HIGHLAND FIGHT SYS LLC	80.21
2020	59281835552P	HINZE-WADE LLC	0.26
2020	59281855358P	LEPAK-JOSTSONS INC	137.89
2020	59281860555P	MCGRANAHAN SPORTS ACDMY	32.99
2020	59281865278P	NORTHERN BAY LLC	30.11
2020	59281865282P	NORTHERN LSNG SYS INC	25.75
2020	59281895114P	SHEB CHIRO PLUS LLC	147.55
2020	59281905094P	THE TOMAN GRP LLC	1,653.88
2020	59281925091P	WILSON, DANIEL C.	23.61
2020	59281940015P	YSTESUND, CONNIE	140.58
2020	59281950240P	MATENAER CATRG LLC	42.65
2020	59281950242P	INSIGHTSTHERAPY INC	15.02
2020	59281950267P	SFR III HOLDINGS LLC	421.24
2020	59281950271P	MONARCH HEALTHCARE	1,512.24
2020	59281950315P	KD NAILS & SALON LLC	218.94
2020	59281950355P	JAMES, BRANDIN	189.13
2020	59281950359P	HAASE,PETER	496.30
2020	59281950361P	WEIMANN, DARREN	472.43
2020	59281950370P	RANDEELEE LLC	78.60
2020	59281950526P	SHEB CHEESECAKE CO	236.34
2020	59281950533P	GREFF, JANE	236.34
2020	59281950607P	PINNACLE PROPANE EXPRESS	79.67
2020	59281950608P	PINNACLE PROPANE EXPRESS	1.35
2020	59281950609P	PINNACLE PROPANE EXPRESS	20.66
2020	59281990905P	THREE TWINS ORGANIC INC	1,451.34
Total Outstanding			7,745.08

VIII

R. C. No. 257 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE. March 21, 2022.

Your Committee to whom was referred Res. No. 155-21-22 by Alderpersons Mitchell and Filicky-Peneski extending the life of Tax Incremental Financing District No. 6 (TID 6) for one year to fund affordable housing programs and projects within the City of Sheboygan, Wisconsin; recommends adopting the Resolution.

_____	_____
_____	_____
_____	_____
	Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. 155 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
March 7, 2022.

A Resolution extending the life of Tax Incremental Financing District No. 6 (TID 6) for one year to fund affordable housing programs and projects within the City of Sheboygan, Wisconsin.

WHEREAS, the City of Sheboygan created TID 6 on January 20, 1992, successfully completed implementation of the TID 6 project plan, and will collect sufficient increment in 2023 from the 2022 tax roll to pay off its aggregate project costs; and

WHEREAS, while § 66.1105(7), Wis. Stats., requires termination of a TID after all project costs have been paid, § 66.1105(6)(g), Wis. Stats. permits extension of a TID for a specified number of months, using the last year of tax increment to improve the City's housing stock; and

WHEREAS, at least 75 percent of the final increment must benefit affordable housing in the City, with the remaining portion used to improve housing stock.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan hereby extends the life of TID 6 for twelve (12) months in order to use the final year's tax increments, collected in 2023 from the 2022 tax roll, to benefit affordable housing.

BE IT FURTHER RESOLVED: That the City of Sheboygan shall use the final year's tax increment to improve the city's housing stock (including quality and affordability) by depositing the funds in the City's Affordable Housing Fund; such funds shall be used to create and/or improve affordable single-family housing stock in the City of Sheboygan.

F/P
adopt

BE IT FURTHER RESOLVED: That the City of Sheboygan City Clerk is hereby directed to notify the Wisconsin Department of Revenue of this extension by providing a copy of this Resolution.



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

R. C. No. 256 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE. March 21, 2022.

Your Committee to whom was referred Res. No. 156-21-22 by Alderpersons Mitchell and Filicky-Peneski extending the life of Tax Incremental Financing District No. 10 (TID 10) for one year to fund affordable housing programs and projects within the City of Sheboygan, Wisconsin; recommends adopting the Resolution.

_____	_____
_____	_____
_____	_____
	Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. 156 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
March 7, 2022.

A Resolution extending the life of Tax Incremental Financing District No. 10 (TID 10) for one year to fund affordable housing programs and projects within the City of Sheboygan, Wisconsin.

WHEREAS, the City of Sheboygan created TID 10 on May 19, 1997, successfully completed implementation of the TID 10 project plan, and will collect sufficient increment in 2023 from the 2022 tax roll to pay off its aggregate project costs; and

WHEREAS, while § 66.1105(7), Wis. Stats., requires termination of a TID after all project costs have been paid, § 66.1105(6)(g), Wis. Stats. permits extension of a TID for a specified number of months, using the last year of tax increment to improve the City's housing stock; and

WHEREAS, at least 75 percent of the final increment must benefit affordable housing in the City, with the remaining portion used to improve housing stock.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan hereby extends the life of TID 10 for twelve (12) months in order to use the final year's tax increments, collected in 2023 from the 2022 tax roll, to benefit affordable housing.

BE IT FURTHER RESOLVED: That the City of Sheboygan shall use the final year's tax increment to improve the city's housing stock (including quality and affordability) by depositing the funds in the City's Affordable Housing Fund; such funds shall be used to create and/or improve affordable single-family housing stock in the City of Sheboygan.

Frb
adopt

BE IT FURTHER RESOLVED: That the City of Sheboygan City Clerk is hereby directed to notify the Wisconsin Department of Revenue of this extension by providing a copy of this Resolution.



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. 255 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE. March 21, 2022.

Your Committee to whom was referred Res. No. 157-21-22 by Alderpersons Mitchell and Filicky-Peneski extending the life of Tax Incremental Financing District No. 12 (TID 12) for one year to fund affordable housing programs and projects within the City of Sheboygan, Wisconsin; recommends adopting the Resolution.

_____	_____
_____	_____
_____	_____
	Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. 157 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
March 7, 2022.

A Resolution extending the life of Tax Incremental Financing District No. 12 (TID 12) for one year to fund affordable housing programs and projects within the City of Sheboygan, Wisconsin.

WHEREAS, the City of Sheboygan created TID 12 on February 2, 2000, successfully completed implementation of the TID 12 project plan, and will collect sufficient increment in 2023 from the 2022 tax roll to pay off its aggregate project costs; and

WHEREAS, while § 66.1105(7), Wis. Stats., requires termination of a TID after all project costs have been paid, § 66.1105(6)(g), Wis. Stats. permits extension of a TID for a specified number of months, using the last year of tax increment to improve the City's housing stock; and


WHEREAS, at least 75 percent of the final increment must benefit affordable housing in the City, with the remaining portion used to improve housing stock.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan hereby extends the life of TID 12 for twelve (12) months in order to use the final year's tax increments, collected in 2023 from the 2022 tax roll, to benefit affordable housing.

BE IT FURTHER RESOLVED: That the City of Sheboygan shall use the final year's tax increment to improve the city's housing stock (including quality and affordability) by depositing the funds in the City's Affordable Housing Fund; such funds shall be used to create and/or improve affordable single-family housing stock in the City of Sheboygan.

FAP
adopt

BE IT FURTHER RESOLVED: That the City of Sheboygan City Clerk is hereby directed to notify the Wisconsin Department of Revenue of this extension by providing a copy of this Resolution.



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. 254 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE. March 21, 2022.

Your Committee to whom was referred Res. No. 158-21-22 by Alderpersons Mitchell and Filicky-Peneski extending the life of Tax Incremental Financing District No. 13 (TID 13) for one year to fund affordable housing programs and projects within the City of Sheboygan, Wisconsin; recommends adopting the Resolution.

_____	_____
_____	_____
_____	_____
	Committee

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

Dated _____ 20____. _____, City Clerk
Approved _____ 20____. _____, Mayor

III

Res. No. 158 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
March 7, 2022.

A Resolution extending the life of Tax Incremental Financing District No. 13 (TID 13) for one year to fund affordable housing programs and projects within the City of Sheboygan, Wisconsin.

WHEREAS, the City of Sheboygan created TID 13 on November 21, 2005, successfully completed implementation of the TID 13 project plan, and will collect sufficient increment in 2023 from the 2022 tax roll to pay off its aggregate project costs; and

WHEREAS, while § 66.1105(7), Wis. Stats., requires termination of a TID after all project costs have been paid, § 66.1105(6)(g), Wis. Stats. permits extension of a TID for a specified number of months, using the last year of tax increment to improve the City's housing stock; and

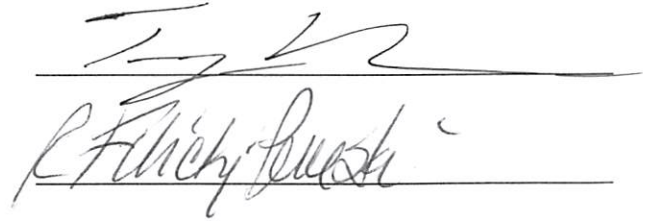
WHEREAS, at least 75 percent of the final increment must benefit affordable housing in the City, with the remaining portion used to improve housing stock.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan hereby extends the life of TID 13 for twelve (12) months in order to use the final year's tax increments, collected in 2023 from the 2022 tax roll, to benefit affordable housing.

BE IT FURTHER RESOLVED: That the City of Sheboygan shall use the final year's tax increment to improve the city's housing stock (including quality and affordability) by depositing the funds in the City's Affordable Housing Fund; such funds shall be used to create and/or improve affordable single-family housing stock in the City of Sheboygan.

FJP
adopt

BE IT FURTHER RESOLVED: That the City of Sheboygan City Clerk is hereby directed to notify the Wisconsin Department of Revenue of this extension by providing a copy of this Resolution.



 R. Finch

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. 253 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE. March 21, 2022.

Your Committee to whom was referred Res. No. 159-21-22 by Alderpersons Mitchell and Filicky-Peneski extending the life of Tax Incremental Financing District No. 14 (TID 14) for one year to fund affordable housing programs and projects within the City of Sheboygan, Wisconsin; recommends adopting the Resolution.

_____	_____
_____	_____
_____	_____
	Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. 159 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
March 7, 2022.

A Resolution extending the life of Tax Incremental Financing District No. 14 (TID 14) for one year to fund affordable housing programs and projects within the City of Sheboygan, Wisconsin.

WHEREAS, the City of Sheboygan created TID 14 on January 4, 2011, successfully completed implementation of the TID 14 project plan, and will collect sufficient increment in 2023 from the 2022 tax roll to pay off its aggregate project costs; and

WHEREAS, while § 66.1105(7), Wis. Stats., requires termination of a TID after all project costs have been paid, § 66.1105(6)(g), Wis. Stats. permits extension of a TID for a specified number of months, using the last year of tax increment to improve the City's housing stock; and

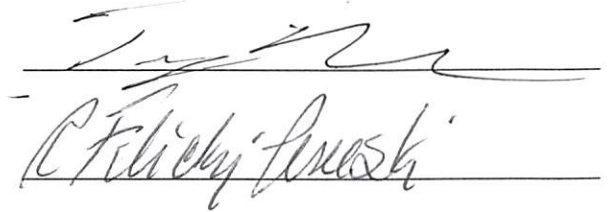
WHEREAS, at least 75 percent of the final increment must benefit affordable housing in the City, with the remaining portion used to improve housing stock.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan hereby extends the life of TID 14 for twelve (12) months in order to use the final year's tax increments, collected in 2023 from the 2022 tax roll, to benefit affordable housing.

BE IT FURTHER RESOLVED: That the City of Sheboygan shall use the final year's tax increment to improve the city's housing stock (including quality and affordability) by depositing the funds in the City's Affordable Housing Fund; such funds shall be used to create and/or improve affordable single-family housing stock in the City of Sheboygan.

FRP

BE IT FURTHER RESOLVED: That the City of Sheboygan City Clerk is hereby directed to notify the Wisconsin Department of Revenue of this extension by providing a copy of this Resolution.



C. F. Lichajewski

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. 252- 21 - 22. By FINANCE AND PERSONNEL COMMITTEE. March 21, 2022.

Your Committee to whom was referred Res. No. 160-21-22 by Alderpersons Mitchell and Filicky-Peneski extending the life of Tax Incremental Financing District No. 15 (TID 15) for one year to fund affordable housing programs and projects within the City of Sheboygan, Wisconsin; recommends adopting the Resolution.

_____	_____
_____	_____
_____	_____
	Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. 160 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
March 7, 2022.

A Resolution extending the life of Tax Incremental Financing District No. 15 (TID 15) for one year to fund affordable housing programs and projects within the City of Sheboygan, Wisconsin.

WHEREAS, the City of Sheboygan created TID 15 on April 6, 2011, successfully completed implementation of the TID 15 project plan, and will collect sufficient increment in 2023 from the 2022 tax roll to pay off its aggregate project costs; and

WHEREAS, while § 66.1105(7), Wis. Stats., requires termination of a TID after all project costs have been paid, § 66.1105(6)(g), Wis. Stats. permits extension of a TID for a specified number of months, using the last year of tax increment to improve the City's housing stock; and



WHEREAS, at least 75 percent of the final increment must benefit affordable housing in the City, with the remaining portion used to improve housing stock.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan hereby extends the life of TID 15 for twelve (12) months in order to use the final year's tax increments, collected in 2023 from the 2022 tax roll, to benefit affordable housing.

BE IT FURTHER RESOLVED: That the City of Sheboygan shall use the final year's tax increment to improve the city's housing stock (including quality and affordability) by depositing the funds in the City's Affordable Housing Fund; such funds shall be used to create and/or improve affordable single-family housing stock in the City of Sheboygan.

F3P
adopt

BE IT FURTHER RESOLVED: That the City of Sheboygan City Clerk is hereby directed to notify the Wisconsin Department of Revenue of this extension by providing a copy of this Resolution.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

~~III~~

R. C. No. 251 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE. March 21, 2022.

Your Committee to whom was referred Res. No. 161-21-22 by Alderpersons Mitchell and Filicky-Peneski confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 1; recommends adopting the Resolution.

_____	_____
_____	_____
_____	_____
	Committee

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

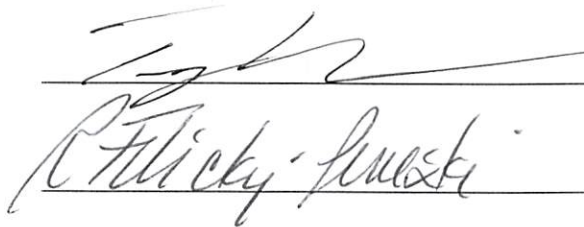
Dated _____ 20____. _____, City Clerk
Approved _____ 20____. _____, Mayor

Res. No. 161 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
March 7, 2022.

A RESOLUTION confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 1.

RESOLVED: That the assessments and schedule for the proposed assessments prepared by the City of Sheboygan for Parking Assessment District No. 1, are hereby confirmed, and the City Clerk is authorized and directed to publish the notices required by law.

HP
adapts



R. Filicky-Peneski

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. 250 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE. March 21, 2022.

Your Committee to whom was referred Res. No. 162-21-22 by Alderpersons Mitchell and Filicky-Peneski confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 2; recommends adopting the Resolution.

Committee

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

Dated _____ 20____. _____, City Clerk

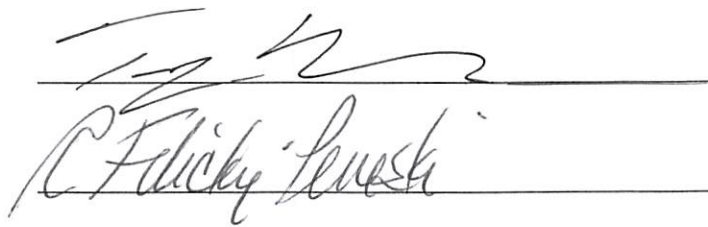
Approved _____ 20____. _____, Mayor

Res. No. 162- 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
March 7, 2022.

A RESOLUTION confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 2.

RESOLVED: That the assessments and schedule for the proposed assessments prepared by the City of Sheboygan for Parking Assessment District No. 2, are hereby confirmed, and the City Clerk is authorized and directed to publish the notices required by law.

For adopt


C. Filicky-Peneski

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. 249 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE. March 21, 2022.

Your Committee to whom was referred Res. No. 163-21-22 by Alderpersons Mitchell and Filicky-Peneski confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 4; recommends adopting the Resolution.

Committee

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

Dated _____ 20____. _____, City Clerk

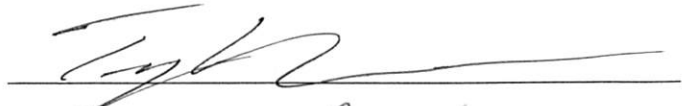

Approved _____ 20____. _____, Mayor

Res. No. 163 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
March 7, 2022.

A RESOLUTION confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 4.

RESOLVED: That the assessments and schedule for the proposed assessments prepared by the City of Sheboygan for Parking Assessment District No. 4, are hereby confirmed, and the City Clerk is authorized and directed to publish the notices required by law.

FP
adopt

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. 248 21 - 22. By FINANCE AND PERSONNEL COMMITTEE. March 21, 2022.

Your Committee to whom was referred Res. No. 164-21-22 by Alderpersons Mitchell and Filicky-Peneski confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 5; recommends adopting the Resolution.

_____	_____
_____	_____
_____	_____
	Committee

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

Dated _____ 20____. _____, City Clerk
Approved _____ 20____. _____, Mayor

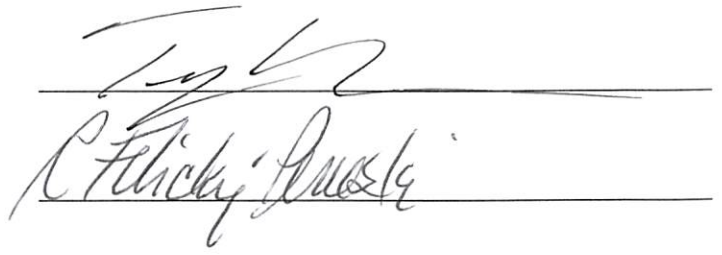
III

Res. No. 164 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
March 7, 2022.

A RESOLUTION confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 5.

RESOLVED: That the assessments and schedule for the proposed assessments prepared by the City of Sheboygan for Parking Assessment District No. 5, are hereby confirmed, and the City Clerk is authorized and directed to publish the notices required by law.

FHP
adopt



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

R. C. No. 240 - 21 - 22. By PUBLIC WORKS COMMITTEE. March 21, 2022.

Your Committee to whom was referred Res. No. 165-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with Vinton Construction Company, Inc. for the construction of the Calumet Drive Pavement Repair Project; recommends adopting the Resolution.

 _____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Res. No. 165 - 21 - 22. By Alderpersons Dekker and Perrella.
March 7, 2022.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Vinton Construction Company, Inc. for the construction of the Calumet Drive Pavement Repair Project.

WHEREAS, the City of Sheboygan has advertised for bids to construct the Calumet Drive Pavement Repair Project (the "Project"); and

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

WHEREAS, the low bid was from Vinton Construction Company, Inc. for \$619,373.15; and

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

WHEREAS, the City intends to ultimately fund part of the non-Water Utility portion of this Project through its annual borrowing program; and

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

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

pb
adopt

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

Account #40033140-631200 (Street Improvements)	\$558,152.30
Account #60134110-980099 (Wastewater Fund - Sanitary)	\$ 61,220.85


Dean Dekke

Garrow Puller

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2468-22	Page:	1 of 7

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

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and
Vinton Construction Company, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

ARTICLE 2 – THE PROJECT


- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Calumet Drive Pavement Repair, Saemann Avenue to Main Avenue, City Bid Number: 2468-22.
- 2.02 City of Sheboygan Resolution: //Resolution Number//
- 2.03 City of Sheboygan Account Number: 40033140-631200 and 60134110-980099

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 July 1, 2022 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.
- 4.03 *Milestones*
- A. Parts of the Work must be substantially completed on or before the following Milestone(s):
1. Milestone 1: Not Applicable
- 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

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2468-22	Page:	2 of 7

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


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

4.05 *Special Damages*

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

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.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2468-22	Page:	3 of 7

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*


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

6.03 *Final Payment*

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

6.04 *Interest*

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

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2468-22	Page:	4 of 7

ARTICLE 7 – CONTRACT DOCUMENTS


7.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
 - 4. Drawings as listed in the table of contents of the drawings (copy of list attached and incorporated by reference).
 - 5. Addenda: (None)
 - 6. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid consisting of one page.
 - 7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed,
 - b. Work Change Directives,
 - c. Change Orders,
 - d. Field Order,
 - e. Task Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8 – REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*


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

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2468-22	Page:	5 of 7

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

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 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

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2468-22	Page:	6 of 7


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

8.03 *Standard General Conditions*

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

(Continued on next page)

PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:		Agreement	
		Section:		00 52 00	
		Bid Number:		2468-22	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:

City of Sheboygan

CONTRACTOR:

Vinton Construction Company, Inc.

By:

(signature)

Name,

Title: Ryan Sorenson, Mayor

By:

(signature)

Name,

Title: _____
(printed)

Date:

Date:

Attest:

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

By:

Address for giving notices:

(signature)

Name,

Title: Meredith DeBruin, City Clerk

Date:

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

Address for giving notices:

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

Approved as to form and Execution:

By:

(signature)

Name,

Title: Charles C. Adams, City Attorney

Date:

FILE NAME : P:\ENGINEERING\STREETS\CALUMET DR\SAEMANN - MAIN\PRODUCTION\PLAN SHEETS\000CV.DWG
LAYOUT NAME - 000CV

PLOTTED BY - Moyer, Tim



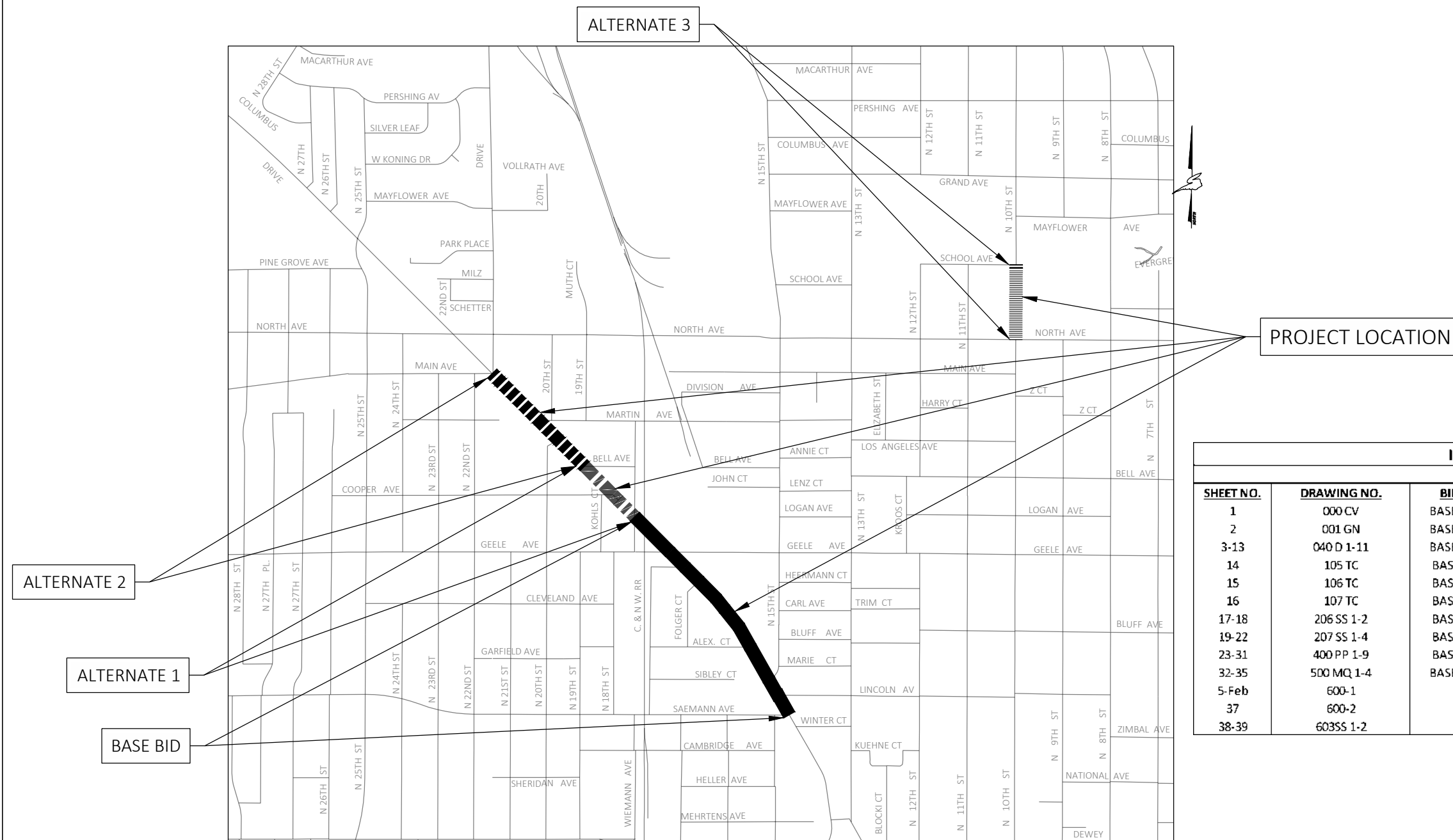
CITY OF SHEBOYGAN

DEPARTMENT OF PUBLIC WORKS

BID NUMBER: 2468-22

CALUMET DRIVE PAVEMENT REPAIR SAEMANN AVE - MAIN AVE

FEBRUARY 2022



NOT TO SCALE

INDEX OF SHEETS			
SHEET NO.	DRAWING NO.	BID DESCRIPTION	DESCRIPTION
1	000 CV	BASE BID, ALTS 1, 2, 3	TITLE SHEET
2	001 GN	BASE BID, ALTS 1, 2, 3	GENERAL NOTES
3-13	040 D 1-11	BASE BID, ALTS 1, 2, 3	CONSTRUCTION DETAILS
14	105 TC	BASE BID, ALTS 1 & 2	TRAFFIC CONTROL - SB CLOSED
15	106 TC	BASE BID, ALTS 1 & 2	TRAFFIC CONTROL - NB CLOSED
16	107 TC	BASE BID, ALTS 1 & 2	TRAFFIC CONTROL DETAILS
17-18	206 SS 1-2	BASE BID, ALTS 1 & 2	SANITARY SEWER LINING DETAILS
19-22	207 SS 1-4	BASE BID, ALTS 1 & 2	STORM SEWER LINING DETAILS
23-31	400 PP 1-9	BASE BID, ALTS 1 & 2	PLAN SHEETS
32-35	500 MQ 1-4	BASE BID, ALTS 1, 2, 3	QUANTITY TABLES
5-Feb	600-1	ALT 3	N 10TH ST PLAN DETAIL
37	600-2	ALT 3	N 10TH ST PAVING DETAILS
38-39	603SS 1-2	ALT 3	N 10TH ST LINING DETAILS

CALUMET DRIVE PAVEMENT REPAIR
SAEMANN AVE - MAIN AVE

TITLE SHEET

CITY OF SHEBOYGAN
PUBLIC WORKS

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

Ryan Sazama, PE - City Engineer

Designed By TJM

Drawn By TJM

Checked By KEJ

Plot Date 2/9/2022


Bid No. 2468-22

Project Date FEBRUARY 2022

Sheet No.

Drawing No. 379


Item 34.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Table of Contents		
		Section:	00 01 10		
		Bid Number:	2468-22	Page:	1 of 2

**Calumet Drive Pavement Repair
Saemann Avenue to Main Avenue**

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	4
00 41 44	Unit Price Worksheet	1
00 41 44.1	Quest Unit Price Worksheet	1
00 42 13	Bid Bond	2
00 45 13	Bidder's Proof of Responsibility	5
00 45 20	Non-Collusion Affidavit - Subcontractor	1
00 45 50	List of Subcontractors	1
	Contracting Requirements	
00 52 00	Agreement	7
00 55 00	Notice to Proceed	1
00 61 13	Performance Bond Form	3
00 61 14	Payment Bond Form	3
00 62 11	Submittal Cover	1
00 62 76	Application for Payment	2
00 63 63	Change Order Form	2
00 65 16	Certificate of Substantial Completion	1
00 65 18	Contractor's Affidavit of Compliance Certification and Release	1
00 65 19	Consent of Surety to Final Payment	1
00 72 00	Standard General Conditions of the Construction Contract – 2018	78
00 73 00	Supplementary Conditions	13
	GENERAL REQUIREMENTS	
01 11 00	Summary of Work	1
01 14 00	Work Restrictions	5
01 21 00	Allowances	1
01 43 00	Quality Assurance	2
01 55 26	Traffic Control	2
01 57 19	Temporary Environmental Controls	2
01 71 23	Alternates	1
01 71 23	Construction Staking	2
01 78 00	Closeout Requirements	2
01 78 19	Project Record Requirements	2
31 00 00	EARTHWORK	
31 25 00	Erosion Control and Site Maintenance	3

PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Table of Contents		
		Section:	00 01 10		
		Bid Number:	2468-22	Page:	2 of 2

SECTION	TITLE	Pages
32 00 00	EXTERIOR IMPROVEMENTS	
32 10 00	Pavement, Curb and Gutter, and Sidewalk	5
33 00 00	UTILITIES	
33 01 32	Sewer Televising	5
33 01 32.1	Sewer Televising – Requirements for Digital Data Delivery	1
33 05 61	Concrete Manholes, Catch Basins and Inlets	5

2468-22 - Calumet Drive Pavement Repair (Saemann Avenue to Main Avenue) (#8122269)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

02/23/2022 01:00 PM CST

						Vinton Construction Company	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Public Works							
	1 Base Bid		Mobilization	LS	1	\$23,000.00	\$23,000.00
	2 Base Bid		Traffic Control (Excluding PCMS Boards)	LS	1	\$16,600.00	\$16,600.00
	3 Base Bid		PCMS Boards	Days	40	\$50.00	\$2,000.00
	4 Base Bid		Detour Signing	LS	1	\$2,500.00	\$2,500.00
	5 Base Bid		Removing Pavement	SY	3000	\$0.01	\$30.00
	6 Base Bid		Removing Concrete Sidewalk (Undistributed)	SY	28	\$10.00	\$280.00
	7 Base Bid		Adjusting Manholes	Each	20	\$400.00	\$8,000.00
	8 Base Bid		Adjusting Inlets	Each	8	\$400.00	\$3,200.00
	9 Base Bid		Inlet Castings	Each	8	\$695.00	\$5,560.00
	10 Base Bid		Manhole Frame and Lid	Each	20	\$483.00	\$9,660.00
	11 Base Bid		Concrete Sidewalk 4-Inch (Undistributed)	SF	250	\$8.50	\$2,125.00
	12 Base Bid		Concrete Pavement 9-Inch	SY	2500	\$75.17	\$187,925.00
	13 Base Bid		HES Concrete Pavement 9-Inch	SY	100	\$78.17	\$7,817.00
	14 Base Bid		Concrete Curb and Gutter 30-inch Integral	LF	700	\$21.77	\$15,239.00
	15 Base Bid		Inlet Repairs	Each	9	\$300.00	\$2,700.00
	16 Base Bid		Dowel Bars	Each	1600	\$14.00	\$22,400.00
	17 Base Bid		Pavement Ties	Each	800	\$0.01	\$8.00
	18 Base Bid		Sawing Concrete Pavement	LF	3800	\$2.50	\$9,500.00
	19 Base Bid		Sanitary Sewer Lining 10-Inch	LF	327	\$72.45	\$23,691.15
	20 Base Bid		Storm Sewer Lining 8-Inch	LF	14	\$304.50	\$4,263.00
	21 Base Bid		Storm Sewer Lining 10-Inch	LF	105	\$58.80	\$6,174.00
	22 Base Bid		Storm Sewer Lining 12-Inch	LF	521	\$126.00	\$65,646.00
	23 Base Bid		Storm Sewer Lining 15-Inch	LF	141	\$131.25	\$18,506.25
	24 Base Bid		Storm Sewer Lining 18-Inch	LF	40	\$236.25	\$9,450.00
	25 Base Bid		Storm Sewer Lining 21-Inch	LF	370	\$115.50	\$42,735.00
	26 Base Bid		Inlet Protection	Each	24	\$65.00	\$1,560.00
	27 Base Bid		Allowance - Televising Video Conversion	LS	1	\$10,000.00	\$10,000.00
							\$500,569.40
Alt 3							
	59 Alt 3		Removing Pavement	SY	510	\$12.00	\$6,120.00
	60 Alt 3		Removing Concrete Sidewalk	SY	80	\$10.00	\$800.00
	61 Alt 3		Reconstructing Manholes	Each	1	\$1,175.00	\$1,175.00
	62 Alt 3		Removing Inlets	Each	1	\$415.00	\$415.00
	63 Alt 3		Abandoning Storm Sewer 12-Inch	LF	70	\$16.00	\$1,120.00
	64 Alt 3		Adjusting Manholes	Each	1	\$400.00	\$400.00
	65 Alt 3		Adjusting Inlets	Each	1	\$400.00	\$400.00
	66 Alt 3		Inlet Castings	Each	1	\$695.00	\$695.00
	67 Alt 3		Manhole Frame and Grate	Each	2	\$483.00	\$966.00
	68 Alt 3		Concrete Sidewalk 4-Inch	SF	750	\$6.50	\$4,875.00
	69 Alt 3		Concrete Pavement 7-Inch	SY	435	\$63.17	\$27,478.95
	70 Alt 3		Detectable Warning Fields	SF	48	\$30.00	\$1,440.00
	71 Alt 3		Concrete Curb and Gutter 30-inch Exposed Pan	LF	305	\$33.26	\$10,144.30
	72 Alt 3		Pedestrian Curb	LF	35	\$30.00	\$1,050.00
	73 Alt 3		Dowel Bars	Each	200	\$14.00	\$2,800.00
	74 Alt 3		Pavement Ties	Each	80	\$0.01	\$0.80
	75 Alt 3		Sawing Concrete Pavement	LF	470	\$2.50	\$1,175.00
	76 Alt 3		Sanitary Sewer Lining 8-Inch	LF	851	\$44.10	\$37,529.10
	77 Alt 3		Storm Sewer Lining 12-Inch	LF	412	\$48.30	\$19,899.60
	78 Alt 3		Inlet Protection	Each	4	\$80.00	\$320.00
							\$118,803.75

Base Bid + Alt 3

\$619,373.15


PROJECT MANUAL

BID NUMBER:
2468-22



Calumet Drive Pavement Repair
Saemann Avenue to Main Avenue


February 2022

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Table of Contents		
		Section:	00 01 10		
		Bid Number:	2468-22	Page:	1 of 2


**Calumet Drive Pavement Repair
Saemann Avenue to Main Avenue**

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	4
00 41 44	Unit Price Worksheet	1
00 41 44.1	Quest Unit Price Worksheet	1
00 42 13	Bid Bond	2
00 45 13	Bidder's Proof of Responsibility	5
00 45 20	Non-Collusion Affidavit - Subcontractor	1
00 45 50	List of Subcontractors	1
	Contracting Requirements	
00 52 00	Agreement	7
00 55 00	Notice to Proceed	1
00 61 13	Performance Bond Form	3
00 61 14	Payment Bond Form	3
00 62 11	Submittal Cover	1
00 62 76	Application for Payment	2
00 63 63	Change Order Form	2
00 65 16	Certificate of Substantial Completion	1
00 65 18	Contractor's Affidavit of Compliance Certification and Release	1
00 65 19	Consent of Surety to Final Payment	1
00 72 00	Standard General Conditions of the Construction Contract – 2018	78
00 73 00	Supplementary Conditions	13
	GENERAL REQUIREMENTS	
01 11 00	Summary of Work	1
01 14 00	Work Restrictions	5
01 21 00	Allowances	1
01 43 00	Quality Assurance	2
01 55 26	Traffic Control	2
01 57 19	Temporary Environmental Controls	2
01 71 23	Alternates	1
01 71 23	Construction Staking	2
01 78 00	Closeout Requirements	2
01 78 19	Project Record Requirements	2
31 00 00	EARTHWORK	
31 25 00	Erosion Control and Site Maintenance	3

PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Table of Contents		
		Section:	00 01 10		
		Bid Number:	2468-22	Page:	2 of 2

SECTION	TITLE	Pages
32 00 00	EXTERIOR IMPROVEMENTS	
32 10 00	Pavement, Curb and Gutter, and Sidewalk	5
33 00 00	UTILITIES	
33 01 32	Sewer Televising	5
33 01 32.1	Sewer Televising – Requirements for Digital Data Delivery	1
33 05 61	Concrete Manholes, Catch Basins and Inlets	5

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Advertisement for Bids		
		Section:	00 11 13		
		Bid Number:	2468-22	Page:	1 of 1

ADVERTISEMENT FOR BIDS

Calumet Drive Pavement Repair Saemann Avenue to Main Avenue

Bid No. 2468-22

Owner and Work: The City of Sheboygan hereby gives notice that sealed public bids will be received for Calumet Drive Pavement Repair (Saemann Avenue – Main Avenue). The majority work of this contract is generally described as follows:

- 3,000 SY of Removing Pavement,
- 2,500 SY of Concrete Pavement,
- 700 SF of Concrete Curb and Gutter,
- 20 EA of Adjusting Manholes and Inlets,
- 1,910 LF of Sewer Lining (8-inch to 36-inch).

Time and Place of Bid Opening: Bids will be received until 1:00 PM Local Time on Wednesday, February 23, 2022. Bids will be received using the QuestCDN vBid website. No Paper bids will be accepted. Prospective bidders must be on the plan holders list through QuestCDN for bids to be accepted. To access the bid form, download the project documents and select the online bidding button on the online advertisement. As soon as practical, after said closing time, all bids will be opened online and a summary of the bids will be available. A public opening will be held at the Municipal Services Building located at 2026 New Jersey Avenue, Sheboygan, WI.

Bidding Documents: Complete digital project bidding documents are available at www.questcdn.com. You may download the digital plan documents for a non-refundable fee of \$30 from the QuestCDN Website.

Quest eBidDoc Number for this project is: 8122269

QuestCDN: Please contact QuestCDN.com at 952-233-1632 or info@questcdninfo.com for assistance in free membership registration, downloading, bidding and working with this digital project information.

Pre-Bid Qualification: All bidders shall be required to file or have on file a valid Bidder's Proof of Responsibility form with the Engineering Division, City of Sheboygan, not less than five (5) days prior to the time of opening of these bids. Only bidders who have demonstrated their qualifications to perform the work will be permitted to bid. Forms are included in the proposed contract documents.

Bid Security: A satisfactory Bid Bond, payable to the City of Sheboygan, WI, in an amount not less than five (5%) percent of the bid.

Legal Provisions: This contract letting shall be subject to the provisions of Section 62.15, 66.0901, and 779.15 of the Wisconsin Statutes.

Ryan J. Sazama, P.E., A.I.A.
City Engineer



	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Instructions to Bidders		
		Section:	00 21 13		
		Bid Number:	2468-22	Page:	1 of 10

TABLE OF CONTENTS

	Page
ARTICLE 1 – DEFINED TERMS.....	2
ARTICLE 2 – COPIES OF BIDDING DOCUMENTS	2
ARTICLE 3 – QUALIFICATIONS OF BIDDERS.....	2
ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER’S SAFETY PROGRAM; OTHER WORK AT THE SITE	3
ARTICLE 5 – BIDDER’S REPRESENTATIONS.....	4
ARTICLE 6 – PRE-BID CONFERENCE.....	5
ARTICLE 7 – INTERPRETATIONS AND ADDENDA	5
ARTICLE 8 – BID SECURITY	5
ARTICLE 9 – CONTRACT TIMES	6
ARTICLE 10 – LIQUIDATED DAMAGES.....	6
ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS	6
ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS	6
ARTICLE 13 – PREPARATION OF BID	7
ARTICLE 14 – BASIS OF BID	8
ARTICLE 15 – SUBMITTAL OF BID	8
ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID.....	8
ARTICLE 17 – OPENING OF BIDS	9
ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE.....	9
ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT	9
ARTICLE 20 – BONDS AND INSURANCE	10
ARTICLE 21 – SIGNING OF AGREEMENT	10

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Instructions to Bidders		
		Section:	00 21 13		
		Bid Number:	2468-22	Page:	2 of 10

ARTICLE 1 – DEFINED TERMS


- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions.
- 1.02 QuestCDN has the following meaning:
- A. The term “QuestCDN” is used to describe the Quest Construction Data Network website or the Quest vBid online bidding website, available at <http://www.questcdn.com//>.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the bid advertisement.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 Prospective Bidders are required to furnish or have on file a valid Bidder's Proof of Responsibility form (Form 00 45 13) with the City of Sheboygan Engineering Division not less than five (5) days prior to the time of opening of these bids. Forms for filing of such Proof of Responsibility are attached to the contract documents for the use of all interested bidders.
- 3.02 Said form shall fully develop the bidder's financial ability, adequacy of plant, equipment and organization, prior experience or competency to perform the work contemplated and other pertinent and material facts.
- 3.03 The City reserves the right to require separate Statements for bidding on each public contract. In no event shall this Statement of Bidder's Qualifications be used to qualify bidders for public contracts after one (1) year from Statement's date.
- 3.04 The City reserves the right to consider as unqualified any bidder that does not habitually perform, with his own forces, the major portions of the work under this contract and/or has performed unacceptable or substandard work for the City under previous City contracts.
- 3.05 A Bidder's failure to submit required qualification information within the times indicated will disqualify Bidder from bidding on the Contract.
- 3.06 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.07 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Instructions to Bidders		
		Section:	00 21 13		
		Bid Number:	2468-22	Page:	3 of 10

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 Site and Other Areas

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.


4.02 Existing Site Conditions

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:
 - a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
 - b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
 - c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
2. Engineer will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

- B. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Instructions to Bidders		
		Section:	00 21 13		
		Bid Number:	2468-22	Page:	4 of 10

4.03 Site Visit and Testing by Bidders

- A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 Other Work at the Site


- A. Reference is made to Specification Section 01 11 00 –Summary of work in the Project Bidding Documents for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;

PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:		Instructions to Bidders	
		Section:		00 21 13	
		Bid Number:		2468-22	Page:	5 of 10

- E. carefully studied all (1) reports and (2) videos related to sanitary sewer and storm sewer lining identified in the specifications;
- F. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- G. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- H. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- I. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- J. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- K. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE


- 6.01 A pre-bid conference will not be conducted for this Project.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than three days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Instructions to Bidders		
		Section:	00 21 13		
		Bid Number:	2468-22	Page:	6 of 10

- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 91 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, Milestones, if identified are to be achieved and the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES


- 10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder's sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS


- 12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Instructions to Bidders		
		Section:	00 21 13		
		Bid Number:	2468-22	Page:	7 of 10

- 12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- 12.03 Bidder shall submit with the bid a list of proposed subcontractors in accordance with Wisconsin Statute Section 66.0901(7). The list may not be added to nor altered with the written consent of the City.
- 12.04 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to the City a Non-Collusion Affidavit from each Subcontractor.
- If City, after due investigation, has reasonable objection to any proposed Subcontractor, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 12.05 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor so listed and against which City makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Electronic Bid Worksheet is available from QuestCDN. To access the electronic bid worksheet, download the project documents, then select online bidding on QuestCDN. A summary of the items and units is included in the documents for reference. The official bid worksheet is only available on QuestCDN
- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership's address for receiving notices shall be shown.
- 13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown.
- 13.05 A Bid by an individual shall show the Bidder's name and address for receiving notices.
- 13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture's address for receiving notices shall be shown.
- 13.07 All names shall be printed in ink below the signatures.
- 13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Bid Form.
- 13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Instructions to Bidders		
		Section:	00 21 13		
		Bid Number:	2468-22	Page:	8 of 10

ARTICLE 14 – BASIS OF BID

14.01 Unit Price

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Worksheet under the required section.

If Alternates are present, include a separate unit price for each Alternate provided on the Bid Form. The price for the Alternates will be the amount added to or deleted from the Base Bid if the Owner selects the Alternate. In the evaluation of Bids, Owner may select any combination of Alternates or Owner may choose not to accept any Alternate Bids.

- B. The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity” (which Owner or its representative has set forth in the Bid Worksheet) for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions and as modified in the Supplementary Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.02 Allowances

- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.


ARTICLE 15 – SUBMITTAL OF BID

- 15.01 A Bid shall be received no later than the date and time prescribed in the advertisement or invitation to bid and shall be submitted using QuestCDN as prescribed in the advertisement or invitation to bid.
- 15.02 Only Bidders qualified in accordance with Article 3 will be allowed to access the Quest Bid Worksheet. Engineer will grant access to online Quest Bid Worksheet on QuestCDN. If bidder is qualified in accordance with Article 3 and needs access to Bid Worksheet, bidder shall contact Engineer.
- 15.03 Bid Security and other required documents shall be submitted using QuestCDN.
- 15.04 Paper bids or Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 Bids may be modified and revised using QuestCDN until the such time the bids are opened as indicated in the advertisement or invitation to bid
- 16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid,

PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Instructions to Bidders		
		Section:	00 21 13		
		Bid Number:	2468-22	Page:	9 of 10

and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the bids have been reviewed.


ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid. Only after authorization for such award is made by the City of Sheboygan Common Council, to whom all proposals will be referred for consideration, will the contract be awarded.
- 19.03 Evaluation of Bids
- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Worksheet or prior to the Notice of Award.
 - B. Bids will be evaluated and the low Bidder determined pursuant to Article 19:
 1. If no Alternate is present, bids will be compared on the basis of the “Base Bid” and this amount will be the basis for determining the lowest Bidder.
 2. If an Alternate is present, bids will be compared on the basis of the “Adjusted Base Bid” and this amount will be the basis for determining the lowest Bidder. The sum of the Total Base Bid and any combination of Alternates accepted by the Owner will determine the “Adjusted Base Bid.”
 - a. Alternate 2 will not be selected without also selecting Alternate 1.
- 19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

PROJECT MAN


	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Instructions to Bidders		
		Section:	00 21 13		
		Bid Number:	2468-22	Page:	10 of 10

ARTICLE 20 – BONDS AND INSURANCE

- 20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Bid Form		
		Section:	00 41 43		
		Bid Number:	2468-22	Page:	1 of 4

ARTICLE 1 – THE PROJECT

The Project, of which the Work under the Bid is a part, is generally described as follows: **Calumet Drive Pavement Repair, Saemann Avenue to Main Avenue** for the City of Sheboygan, Wisconsin, City Bid Number: **2468-22**

ARTICLE 2 – BID RECIPIENT

2.01 This Bid is submitted to:

City of Sheboygan
2026 New Jersey Ave
Sheboygan, WI 53081

2.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 3 – BIDDER'S ACKNOWLEDGEMENTS

3.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 4 – BIDDER'S REPRESENTATIONS

4.01 *In submitting this Bid, Bidder represents that:*

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.


Addendum, Date

_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2)

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Bid Form		
		Section:	00 41 43		
		Bid Number:	2468-22	Page:	2 of 4


reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder 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 Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. Bidder has carefully studied all (1) reports and (2) videos related to sanitary sewer and storm sewer lining identified in the specifications.
- K. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 5 – BIDDER'S CERTIFICATION

5.01 *Bidder certifies that:*

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder is fully informed respecting the preparation and contents of the attached Bid and all of the pertinent circumstances respecting such Bid
- C. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- D. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- E. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 5.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Bid Form		
		Section:	00 41 43		
		Bid Number:	2468-22	Page:	3 of 4

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid 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.
- F. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

ARTICLE 6 – BASIS OF BID

- 6.01 Bidder will complete the Work in accordance with the Contract Documents for the price submitted on the QuestCDN website.
- 6.02 Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 7 – TIME OF COMPLETION

- 7.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates indicated in the Agreement.
- 7.02 Bidder accepts the provisions of the Agreement and paragraph 19.01 of the Supplementary Conditions as to liquidated damages.


ARTICLE 8 – ATTACHMENTS TO THIS BID

- 8.01 The following documents are submitted using QuestCDN and made a condition of this Bid:
- A. QuestCDN Bid Unit Price Worksheet as submitted on QuestCDN.
 - B. Required Bid security;
 - C. List of Subcontractors (Document 00 45 50).

ARTICLE 9 – DEFINED TERMS

- 9.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

(Continued on next page)

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Bid Form		
		Section:	00 41 43		
		Bid Number:	2468-22	Page:	4 of 4

ARTICLE 10 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:

[Signature] _____

[Printed name] _____

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

Attest:

[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____


Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Unit Price Worksheet		
		Section:	00 41 44		
		Bid Number:	2468-22	Page:	1 of 1

PART 1 – GENERAL

1.01 SUMMARY

- A. The bid worksheet on the following page(s) is representative of the official bid worksheet located on the QuestCDN website.
- B. The bid worksheet located on the QuestCDN website takes precedence over the bid worksheet in this section.

PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

Section Title	Line Item	Item Code	Item Description	UofM	Total	Unit Price	Extension
Public Works	Required				Quantity		
	1 Base Bid		Mobilization	LS	1		
	2 Base Bid		Traffic Control (Excluding PCMS Boards)	LS	1		
	3 Base Bid		PCMS Boards	Days	40		
	4 Base Bid		Detour Signing	LS	1		
	5 Base Bid		Removing Pavement	SY	3000		
	6 Base Bid		Removing Concrete Sidewalk (Undistributed)	SY	28		
	7 Base Bid		Adjusting Manholes	Each	20		
	8 Base Bid		Adjusting Inlets	Each	8		
	9 Base Bid		Inlet Castings	Each	8		
	10 Base Bid		Manhole Frame and Lid	Each	20		
	11 Base Bid		Concrete Sidewalk 4-Inch (Undistributed)	SF	250		
	12 Base Bid		Concrete Pavement 9-Inch	SY	2500		
	13 Base Bid		HES Concrete Pavement 9-Inch	SY	100		
	14 Base Bid		Concrete Curb and Gutter 30-inch Integral	LF	700		
	15 Base Bid		Inlet Repairs	Each	9		
	16 Base Bid		Dowel Bars	Each	1600		
	17 Base Bid		Pavement Ties	Each	800		
	18 Base Bid		Sawing Concrete Pavement	LF	3800		
	19 Base Bid		Sanitary Sewer Lining 10-Inch	LF	327		
	20 Base Bid		Storm Sewer Lining 8-Inch	LF	14		
	21 Base Bid		Storm Sewer Lining 10-Inch	LF	105		
	22 Base Bid		Storm Sewer Lining 12-Inch	LF	485		
	23 Base Bid		Storm Sewer Lining 15-Inch	LF	141		
	24 Base Bid		Storm Sewer Lining 18-Inch	LF	40		
	25 Base Bid		Storm Sewer Lining 21-Inch	LF	370		
	26 Base Bid		Storm Sewer Lining 36-Inch	LF	36		
	27 Base Bid		Allowance - Televising Video Conversion	LS	1		
	28 Base Bid		Inlet Protection	Each	24		
Alt 1	Optional						
	29 Alt 1		Removing Pavement	SY	1000		
	30 Alt 1		Adjusting Manholes	Each	11		
	31 Alt 1		Adjusting Inlets	Each	3		
	32 Alt 1		Inlet Castings	Each	3		
	33 Alt 1		Manhole Frame and Lid	Each	11		
	34 Alt 1		Concrete Pavement 9-Inch	SY	800		
	35 Alt 1		HES Concrete Pavement 9-Inch	SY	5		
	36 Alt 1		Concrete Curb and Gutter 30-inch Integral	LF	225		
	37 Alt 1		Inlet Repairs	Each	6		
	38 Alt 1		Dowel Bars	Each	400		
	39 Alt 1		Pavement Ties	Each	325		
	40 Alt 1		Sawing Concrete Pavement	LF	1100		
	41 Alt 1		Sanitary Sewer Lining 8-Inch	LF	120		
	42 Alt 1		10-Inch PVC Sanitary Sewer	LF	10		
	43 Alt 1		Storm Sewer Lining 12-Inch	LF	300		
	44 Alt 1		Inlet Protection	Each	12		
Alt 2	Optional						
	45 Alt 2		Removing Pavement	SY	1600		
	46 Alt 2		Adjusting Manholes	Each	12		
	47 Alt 2		Adjusting Inlets	Each	4		
	48 Alt 2		Inlet Castings	Each	4		
	49 Alt 2		Manhole Frame and Lid	Each	12		
	50 Alt 2		Concrete Pavement 9-Inch	SY	1500		
	51 Alt 2		HES Concrete Pavement 9-Inch	SY	5		
	52 Alt 2		Concrete Curb and Gutter 30-inch Integral	LF	450		
	53 Alt 2		Inlet Repairs	Each	9		
	54 Alt 2		Dowel Bars	Each	1025		
	55 Alt 2		Pavement Ties	Each	425		
	56 Alt 2		Sawing Concrete Pavement	LF	2000		
	57 Alt 2		Storm Sewer Lining 12-Inch	LF	147		

	58 Alt 2	Storm Sewer Lining 18-Inch	LF	174
	59 Alt 2	Inlet Protection	Each	14
Alt 3	Optional			
	60 Alt 3	Removing Pavement	SY	510
	61 Alt 3	Removing Concrete Sidewalk	SY	80
	62 Alt 3	Reconstructing Manholes	Each	1
	63 Alt 3	Removing Inlets	Each	1
	64 Alt 3	Abandoning Storm Sewer 12-Inch	LF	70
	65 Alt 3	Adjusting Manholes	Each	2
	66 Alt 3	Adjusting Inlets	Each	1
	67 Alt 3	Inlet Castings	Each	1
	68 Alt 3	Manhole Frame and Grate	Each	2
	69 Alt 3	Concrete Sidewalk 4-Inch	SF	750
	70 Alt 3	Concrete Pavement 7-Inch	SY	435
	71 Alt 3	Detectable Warning Fields	SF	48
	72 Alt 3	Concrete Curb and Gutter 30-inch Exposed Pan	LF	305
	73 Alt 3	Pedestrian Curb	LF	35
	74 Alt 3	Dowel Bars	Each	200
	75 Alt 3	Pavement Ties	Each	80
	76 Alt 3	Sawing Concrete Pavement	LF	470
	77 Alt 3	Sanitary Sewer Lining 8-Inch	LF	851
	78 Alt 3	Storm Sewer Lining 12-Inch	LF	412
	79 Alt 3	Inlet Protection	Each	4

BID BOND

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

BIDDER (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

BID

Bid Due Date:

Description (*Project Name— Include Location*):

BOND

Bond Number:

Date:

Penal sum _____ \$ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____ By: _____
Signature Signature (Attach Power of Attorney)

Print Name Print Name

Title Title

Attest: _____ Attest: _____
Signature Signature

Title Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

CITY OF SHEBOYGAN

BIDDER'S PROOF OF RESPONSIBILITY

This proof of Responsibility is required
pursuant to Section 66.0901 of the Wisconsin Statutes.

**(Must be filed with the Engineering Division
not less than five (5) days prior
to the time set for opening of bids.)**

This form should be submitted to:

City of Sheboygan
Engineering Department
Municipal Service Building
2026 New Jersey Avenue
Sheboygan WI 53081

NOTE: The contents of this questionnaire shall be confidential for the exclusive use of the contracting agency and shall not be made public except by written permission of the prospective bidder.

BIDDER'S PROOF OF RESPONSIBILITY

The contents of this questionnaire will be considered confidential.

If the Engineering Division is not satisfied with the sufficiency of the answers to the questionnaire and financial statement, it may reject the bid or disregard the same or require additional information.

The City reserves the right to require separate Statements for bidding on each public contract. In no event shall this Statement of Bidder's Qualifications be used to qualify bidders for public contracts after one (1) year from this Statement's date.

STATEMENT OF BIDDER'S QUALIFICATIONS

1. Name of Bidder _____
 _____ Corporation _____ Partnership _____ Individual
2. Bidder's Address _____
 City _____ State/Zip _____
 Phone No. _____ FAX No. _____
 E-Mail Address _____
3. When organized? _____ Where incorporated? _____
4. How many years have you been engaged in the contracting business under the present firm name? _____
5. Contracts on hand (Show present contracts, including a schedule as to estimated completion date and gross amount of each contract.

Date Awarded	Type of Work	Percent Completed	Anticipated Completion Date	Cost of Work

(If additional space is required, file separate sheet with details.)

6. General character of work performed by your firm.

(If additional space is required, file separate sheet with details.)

7. Have you ever failed to complete any work awarded to you?

_____ Yes _____ No

If so, attach a statement explaining where and why.

8. Have you ever defaulted on a contract? _____ Yes _____ No

If so, explain where and why.

(If additional space is required, file separate sheet with details.)

9. List your major equipment.

(If additional space is required, file separate sheet with details.)

10. List your experience in the construction of work similar in importance to this project.

(If additional space is required, file separate sheet with details.)

11. Show background and experience of the principal members of your personnel including the officers.

Name	Position Held or Office Held	Years of Construction Experience	Magnitude and Type of Work	Capacity

(If additional space is required, file separate sheet with details.)

12. Credit available. Furnish written evidence, preferably from banks.

13. Financial Statement:

Condition at Close of Business on _____, _____.

Assets:

- a. Cash _____
- b. Accounts Receivable _____
- c. Real Estate Equity _____
- d. Materials in Stock _____
- e. Equipment, Book Value _____
- f. Furniture & Fixtures
Book Value _____
- g. Other Assets _____
- TOTAL ASSETS \$_____

Liabilities:

- h. Accounts, Notes &
Interest Payable _____

i. Other Liabilities _____

TOTAL LIABILITIES \$ _____

NET WORTH \$ _____

14. Additional information may be submitted if desired.

Dated at _____ this _____ day of _____, _____.

NAME OF ORGANIZATION

BY _____

TITLE _____

State of _____

County of _____ ☐

_____ being duly sworn says that he is

_____ of _____
(Organization)

and that the answers of the foregoing questions and all statements contained are true and correct.


Signed _____

Subscribed and sworn to before me this _____ day of _____, _____.

_____ Notary Public

My commission expires _____

PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Non-Collusion Affidavit of Subcontractor		
		Section:	00 45 20		
		Bid Number:	2468-22	Page:	1 of 1

State of _____)

)§

County of _____)

_____, being first duly sworn, deposes and says that:

- 1) He is _____ of
(Owner, partner, officer, representative or agent)
_____hereinafter referred
to as the "Subcontractor";
- 2) He is fully informed respecting the preparation and contents of the subcontractor's Proposal submitted by the subcontractor to _____, the Contractor, for certain work in connection with the _____ contract pertaining to the Project in City of Sheboygan, Wisconsin
- 3) Such subcontractor's Proposal is genuine and is not a collusive or sham proposal:
- 4) Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham proposal in connection with such Contract or to refrain from submitting a proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Proposal or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the (Local Public Agency) or any person interested in the proposed Contract; and
- 5) The price or prices quoted in the subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.


Signed

Title

Subscribed and sworn to before me
this _____ day of _____, 20____.

My commission expires _____

PROJECT MAN


	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:		List of Subcontractors	
		Section:		00 45 50	
		Bid Number:		2468-22	Page:	1 of 1

Project Name: **Calumet Drive Pavement Repair - Saemann Avenue to Main Avenue**

List proposed subcontractors below. If no subcontractors are proposed check the box next to "No Subcontractors". This form is still required to be submitted if no Subcontractors are proposed. Add Additional sheets as may be necessary.

☐ No Subcontractors.

Name of Proposed Subcontractors		Class of Work
1 Name:		
Address:		
2 Name:		
Address:		
3 Name:		
Address:		
4 Name:		
Address:		
5 Name:		
Address:		
6 Name:		
Address:		
7 Name:		
Address:		
8 Name:		
Address:		

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2468-22	Page:	1 of 7

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

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and
//Contractor// ("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: Calumet Drive Pavement Repair, Saemann Avenue to Main Avenue, City Bid Number: 2468-22.
- 2.02 City of Sheboygan Resolution: //Resolution Number//
- 2.03 City of Sheboygan Account Number: //Account Number(s)//

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 July 1, 2022 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.
- 4.03 *Milestones*
- A. Parts of the Work must be substantially completed on or before the following Milestone(s):
1. Milestone 1: Not Applicable
- 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

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2468-22	Page:	2 of 7

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


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

4.05 *Special Damages*

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

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:

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2468-22	Page:	3 of 7

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*


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

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.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2468-22	Page:	4 of 7

ARTICLE 7 – CONTRACT DOCUMENTS


7.01 *Contents*

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

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

8.01 *Contractor's Representations*


- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2468-22	Page:	5 of 7

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of 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,

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2468-22	Page:	6 of 7

(b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;


3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

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

(Continued on next page)

PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2468-22	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:

City of Sheboygan

CONTRACTOR:

{Contractor} _____

By:

(signature)

Name,

Title: Ryan Sorenson, Mayor

By:

(signature)

Name,

Title: _____
(printed)

Date: _____

Date: _____

Attest:

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

By:

Address for giving notices:

(signature)

Name,

Title: Meredith DeBruin, City Clerk

Date: _____

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

Address for giving notices:

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

Approved as to form and Execution:

By:

(signature)

Name,

Title: Charles C. Adams, City Attorney

Date: _____

Project Name: Click here to enter text.

Bid Number: Click here to enter text.

Contractor: Click here to enter text.

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [_____, 20____]. *[see Paragraph 4.01 of the General Conditions]*

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is _____, and the date of readiness for final payment is _____] and the number of days to achieve readiness for final payment is _____].

Before starting any Work at the Site, Contractor must comply with the following:

[Note any access limitations, security procedures, or other restrictions]

By: _____
Engineer/Project Manager

Title: _____

Date: _____

PERFORMANCE BOND

CONTRACTOR (name and address):

SURETY (name and address of principal place of business):

OWNER (name and address):

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description (name and location):

BOND

Bond Number:

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (attach power of attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed

by a qualified surety equivalent to the bonds issued under the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

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

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims

for damages to which the Contractor is entitled, reduced by valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

(seal)

Contractor's Name and Corporate Seal

By: _____

Signature

Print Name

Title

Attest: _____

Signature

Title

(seal)

Surety's Name and Corporate Seal

By: _____

Signature *(attach power of attorney)*

Print Name

Title

Attest: _____

Signature

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1 given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and

8. The total amount due and unpaid to Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

DATE: Click here to enter a date.

CITY BID NUMBER: Click here to enter text.

SUBMITTAL #: Click here to enter text.

PROJECT TITLE: Click here to enter text.

SUBMITTED BY: Click here to enter text.

CONTRACTOR: Click here to enter text.

SPECIFICATION SECTION OR DRAWING NUMBER:

Click here to enter text.

DESCRIPTION OF ITEMS INCLUDED IN SUBMITTAL:

Click here to enter text.

DOCUMENTS ATTACHED: ☐ Shop Drawings ☐ Product Data ☐ Test Results ☐ Other

COMMENTS:

Click here to enter text.



Contractor's Application for Payment No. _____

	Application Period:	Application Date:
To	From (Contractor):	Via (Engineer): N/A
Project:	City Bid Number:	Contractor's Project No.:

Application For Payment Change Order Summary

Approved Change Orders			
Number	Additions	Deductions	
			1. ORIGINAL CONTRACT PRICE..... \$ _____
			2. Net change by Change Orders..... \$ _____
			3. Current Contract Price (Line 1 ± 2)..... \$ _____
			4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)..... \$ _____
			5. RETAINAGE:
			a. 5% X _____ Work Completed..... \$ _____
			b. X _____ Stored Material..... \$ _____
			c. Total Retainage (Line 5.a + Line 5.b)..... \$ _____
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ _____
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ _____
			8. AMOUNT DUE THIS APPLICATION..... \$ _____
			9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)..... \$ _____
TOTALS			
NET CHANGE BY CHANGE ORDERS			

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:	Date:
-----	-------

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____
(Engineer/Project Manager) (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(City of Sheboygan) (Date)

Progress Estimate - Unit Price Work

Contractor's Application

[illegible]

Contract Change Order

Item 34.

Change Order Number: _____

Project: _____

Date of Issuance: _____

Bid Number: _____

Effective Date: _____

Contractor: _____

Change in Contract Price Summary

Original Contract Price: _____

Increase/(Decrease) from Previously Accepted Change Orders: _____

Contract Price Prior to this Change Order: _____

Increase/(Decrease) of this Change Order: _____

Contract Price Incorporating this Change Order: _____

Change in Contract Times Summary

	Substantial Completion	Ready for Final Payment
Original Completion Date (or days):	_____	_____
Increase/(Decrease) from Previously Accepted Change Orders:	_____	_____
Completion Date (or days) Prior to this Change Order:	_____	_____
Increase/(Decrease) of this Change Order:	_____	_____
Completion Date (or days) Incorporating this Change Order:	_____	_____

The Contract is modified as follows upon execution of this Change Order:

Add the Following Items of Work

Item #:	Description	Qty.	Unit	Unit Price	Extension
Total Additional Work:					

Revise the Following Items of Work

Item #:	Description	Original				Revised			
		Quantity	Units	Unit Price	Extension	Quantity	Units	Unit Price	Extension
N/A									
Original Total:						Revised Total:			

Total Revised Work (Revised - Original):

Contract

Total Additional Work:

Total Revised Work:

Net Change in Contract:

Final quantities to be determined based on actual quantities constructed and measured.

Contract Change Order

Item 34.

Change Order Number: _____

Project: _____

Date of Issuance: _____

Bid Number: _____

Effective Date: _____

Contractor: _____

Revise the Project Manual and Specifications as Follow

Signatures

Recommended By: _____
Engineer/Project Manager

Date:

Accepted By: _____
Contractor (Authorized)

Date:

Accepted By: _____
City of Sheboygan

Date:

Project Name: [Click here to enter text.](#)

Bid Number: [Click here to enter text.](#)

Contractor: [Click here to enter text.](#)

This ☐ Preliminary ☐ Final Certificate of Substantial Completion applies to:

☐ All Work

☐ The following specified portions of the Work:

[//Enter text here//](#)

Date of Substantial Completion: [Click here to enter a date.](#)

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate, if appropriate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The following documents are attached to and made a part of this Certificate: [Click here to enter text.](#)

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.


EXECUTED BY CITY:

By: _____
Engineer/Project Manager
Title: _____
Date: _____

RECEIVED:

By: _____
Contractor (Authorized Signature)
Title: _____
Date: _____

PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Contractor's Affidavit of Compliance		
		Section:	00 65 18		
		Bid Number:	2468-22	Page:	1 of 1

PROJECT NAME: **Calumet Drive Pavement Repair, Saemann Avenue to Main Avenue**

I CERTIFY to the best of my knowledge and belief that all work has been performed and materials supplied in strict accordance with the terms and conditions of the corresponding contract documents between the CITY OF SHEBOYGAN, hereinafter called the OWNER, and

_____, hereinafter called the Contractor, for the above referenced project.

I further certify and declare that, except as listed below, all bills for materials, supplied, utilities, and for all other things furnished or caused to be furnished by the CONTRACTOR and used in the execution of the contract will be fully paid upon receipt of Final Payment and that there are no unpaid obligations, liens, claims, security interests, encumbrances, liabilities, and/or demands of State or Federal Agencies, subcontractors, materialmen, mechanics, laborers, or any others resulting from or arising out of any work done, caused to be done, or ordered to be done by the Contractor under the contract.

EXCEPTIONS: (If none, write "NONE," Contractor shall furnish a bond, acceptable to the Owner, for each exception)

In consideration of the prior and final payments made and all payments made for authorized changes, the Contractor releases and forever discharges the OWNER from any and all obligations, liens, claims, security interests, encumbrances, and/or liabilities arising by virtue of the contract and authorized changes between the parties, either verbal or in writing, and any and all claims and demands of every kind and character whatsoever against the OWNER, arising out of or in any way relating to the contract and authorized changes.

I further certify and agree that the warranty period is defined as commencing with Substantial Completion (or with each Substantial Completion if there is more than one) of the Project, or any portion thereof, and continuing for one (1) calendar year from the date of Final Acceptance of the entire project unless otherwise modified in writing as part of the Substantial Completion of Final Acceptance.

This statement is made for the purpose of inducing the Owner to make FINAL PAYMENT under the terms of the contract, relying on the trust and statements contained herein.

Signed


Title

Subscribed and sworn to before me
this _____ day of _____, 20____.

My commission expires _____

(Seal)

PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Consent of Surety to Final Payment		
		Section:	00 65 19		
		Bid Number:	2468-22	Page:	1 of 1

TO OWNER: City of Sheboygan
2026 New Jersey Avenue
Sheboygan, WI

PROJECT NAME: Calumet Drive Pavement Repair, Saemann Avenue to Main Avenue

DATE: _____

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

Surety Name: _____

Address: _____

_____, Surety,

on bond of,

Contractor Name: _____

Address: _____

_____, Contractor,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to

City of Sheboygan
2026 New Jersey Avenue
Sheboygan, WI

, Owner,

as set for in said Surety's bond.

(Surety)

Attest:
(Seal):

(Signature of Authorized Representative)

(Print Name and Title)

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By



Endorsed By



Copyright® 2018

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

The copyright for this EJCDC document is owned jointly by the three sponsoring organizations listed above. The National Society of Professional Engineers is the Copyright Administrator for the EJCDC documents; please direct all inquiries regarding EJCDC copyrights to NSPE.

NOTE: EJCDC publications may be purchased at www.ejcdc.org, or from any of the sponsoring organizations above.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1—Definitions and Terminology.....	1
1.01 Defined Terms.....	1
1.02 Terminology	6
Article 2—Preliminary Matters	7
2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance.....	7
2.02 Copies of Documents	7
2.03 Before Starting Construction	8
2.04 Preconstruction Conference; Designation of Authorized Representatives	8
2.05 Acceptance of Schedules	8
2.06 Electronic Transmittals	9
Article 3—Contract Documents: Intent, Requirements, Reuse	9
3.01 Intent.....	9
3.02 Reference Standards	10
3.03 Reporting and Resolving Discrepancies	10
3.04 Requirements of the Contract Documents.....	11
3.05 Reuse of Documents	11
Article 4—Commencement and Progress of the Work	12
4.01 Commencement of Contract Times; Notice to Proceed	12
4.02 Starting the Work.....	12
4.03 Reference Points	12
4.04 Progress Schedule	12
4.05 Delays in Contractor’s Progress	12
Article 5—Site; Subsurface and Physical Conditions; Hazardous Environmental Conditions	14
5.01 Availability of Lands	14
5.02 Use of Site and Other Areas.....	14
5.03 Subsurface and Physical Conditions.....	15
5.04 Differing Subsurface or Physical Conditions	16

5.05	Underground Facilities	18
5.06	Hazardous Environmental Conditions at Site	19
Article 6—Bonds and Insurance.....		22
6.01	Performance, Payment, and Other Bonds	22
6.02	Insurance—General Provisions	22
6.03	Contractor’s Insurance.....	24
6.04	Builder’s Risk and Other Property Insurance	25
6.05	Property Losses; Subrogation	26
6.06	Receipt and Application of Property Insurance Proceeds	27
Article 7—Contractor’s Responsibilities		27
7.01	Contractor’s Means and Methods of Construction	27
7.02	Supervision and Superintendence	28
7.03	Labor; Working Hours	28
7.04	Services, Materials, and Equipment	28
7.05	“Or Equals”	29
7.06	Substitutes	30
7.07	Concerning Subcontractors and Suppliers	31
7.08	Patent Fees and Royalties	32
7.09	Permits	33
7.10	Taxes	33
7.11	Laws and Regulations.....	33
7.12	Record Documents.....	34
7.13	Safety and Protection	34
7.14	Hazard Communication Programs	35
7.15	Emergencies	35
7.16	Submittals	36
7.17	Contractor’s General Warranty and Guarantee	38
7.18	Indemnification	39
7.19	Delegation of Professional Design Services	40
Article 8—Other Work at the Site.....		41
8.01	Other Work	41
8.02	Coordination	41
8.03	Legal Relationships.....	42

Article 9—Owner’s Responsibilities	43
9.01 Communications to Contractor	43
9.02 Replacement of Engineer	43
9.03 Furnish Data	43
9.04 Pay When Due.....	43
9.05 Lands and Easements; Reports, Tests, and Drawings	43
9.06 Insurance.....	43
9.07 Change Orders	43
9.08 Inspections, Tests, and Approvals.....	44
9.09 Limitations on Owner’s Responsibilities	44
9.10 Undisclosed Hazardous Environmental Condition.....	44
9.11 Evidence of Financial Arrangements.....	44
9.12 Safety Programs	44
Article 10—Engineer’s Status During Construction	44
10.01 Owner’s Representative.....	44
10.02 Visits to Site.....	44
10.03 Resident Project Representative.....	45
10.04 Engineer’s Authority	45
10.05 Determinations for Unit Price Work	45
10.06 Decisions on Requirements of Contract Documents and Acceptability of Work	45
10.07 Limitations on Engineer’s Authority and Responsibilities	45
10.08 Compliance with Safety Program.....	46
Article 11—Changes to the Contract	46
11.01 Amending and Supplementing the Contract	46
11.02 Change Orders	46
11.03 Work Change Directives.....	47
11.04 Field Orders.....	47
11.05 Owner-Authorized Changes in the Work	47
11.06 Unauthorized Changes in the Work.....	48
11.07 Change of Contract Price	48
11.08 Change of Contract Times.....	49
11.09 Change Proposals.....	49
11.10 Notification to Surety.....	51

Article 12—Claims.....	51
12.01 Claims.....	51
Article 13—Cost of the Work; Allowances; Unit Price Work	52
13.01 Cost of the Work	52
13.02 Allowances	56
13.03 Unit Price Work	56
Article 14—Tests and Inspections; Correction, Removal, or Acceptance of Defective Work	57
14.01 Access to Work.....	57
14.02 Tests, Inspections, and Approvals.....	57
14.03 Defective Work	58
14.04 Acceptance of Defective Work.....	58
14.05 Uncovering Work	59
14.06 Owner May Stop the Work	59
14.07 Owner May Correct Defective Work.....	59
Article 15—Payments to Contractor; Set-Offs; Completion; Correction Period	60
15.01 Progress Payments.....	60
15.02 Contractor’s Warranty of Title	63
15.03 Substantial Completion.....	63
15.04 Partial Use or Occupancy	64
15.05 Final Inspection	65
15.06 Final Payment.....	65
15.07 Waiver of Claims	66
15.08 Correction Period	67
Article 16—Suspension of Work and Termination	68
16.01 Owner May Suspend Work	68
16.02 Owner May Terminate for Cause.....	68
16.03 Owner May Terminate for Convenience.....	69
16.04 Contractor May Stop Work or Terminate	69
Article 17—Final Resolution of Disputes	70
17.01 Methods and Procedures.....	70
Article 18—Miscellaneous	70
18.01 Giving Notice	70
18.02 Computation of Times.....	70

18.03	Cumulative Remedies	70
18.04	Limitation of Damages	71
18.05	No Waiver	71
18.06	Survival of Obligations	71
18.07	Controlling Law	71
18.08	Assignment of Contract.....	71
18.09	Successors and Assigns	71
18.10	Headings.....	71

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by

Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
 17. *Cost of the Work*—See Paragraph 13.01 for definition.
 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or

communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part

thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
 - a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective*: The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - 1. does not conform to the Contract Documents;
 - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
 - 1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and
 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take

precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

- a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
- b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. Abnormal weather conditions;
 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 4. Acts of war or terrorism.
- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the

effect of the delay, disruption, or interference on the critical path to completion of the Work.

- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise;

(b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
 2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
 3. Technical Data contained in such reports and drawings.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
 4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement

to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

- D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

- F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities.

Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;
 3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written

statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

- E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the

required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party’s full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party’s obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner’s option, may purchase and maintain Owner’s own liability insurance. Owner’s liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner’s liability policies for any of Contractor’s obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker’s compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor’s liability policies) on each Subcontractor’s commercial general liability insurance policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 1. include at least the specific coverages required;
 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
 4. not seek contribution from insurance maintained by the additional insured; and
 5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
 - 1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 - 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at

Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 “Or Equals”

- A. *Contractor’s Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or equal” item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an “or equal” item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
 - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor’s Expense:* Contractor shall provide all data in support of any proposed “or equal” item at Contractor’s expense.
- C. *Engineer’s Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each “or-equal” request. Engineer may require Contractor to furnish additional data about the proposed “or-equal” item. Engineer will be the sole judge of acceptability. No “or-equal” item will be ordered, furnished, installed, or utilized until Engineer’s review is complete and Engineer determines that the proposed item is an “or-equal,” which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer’s Determination:* Neither approval nor denial of an “or-equal” request will result in any change in Contract Price. The Engineer’s denial of an “or-equal” request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an “or-equal” item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

- A. *Contractor’s Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in

Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or

otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any

license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to

such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any

of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 Submittals

A. Shop Drawing and Sample Requirements

1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. Submittal Procedures for Shop Drawings and Samples: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. Shop Drawings

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. Samples

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer

may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Engineer's Review of Shop Drawings and Samples

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two

resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.

- F. Owner-delegated Designs:** Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
1. Observations by Engineer;
 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. Use or occupancy of the Work or any part thereof by Owner;
 5. Any review and approval of a Shop Drawing or Sample submittal;
 6. The issuance of a notice of acceptability by Engineer;
 7. The end of the correction period established in Paragraph 15.08;
 8. Any inspection, test, or approval by others; or
 9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage 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 Contractor, any Subcontractor, any Supplier, or any individual or entity

directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be

set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any

Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.
- B. If Owner has issued a Work Change Directive and:
1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving

the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 - 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
 - 1. A mutually acceptable fixed fee; or
 - 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;

- c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
- d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
- f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
 4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 - 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal

and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe

benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
 - c. *Construction Equipment Rental*
 - 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment,

machinery, or parts must cease when the use thereof is no longer necessary for the Work.

- 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:
1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.
3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
6. Expenses incurred in preparing and advancing Claims.
7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. Contractor's Fee

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. Documentation and Audit:** Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.
- E. *Adjustments in Unit Price*
 - 1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

- b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
- 2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
- 3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved

by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then

Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

- c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

- e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment

bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 1. correct the defective repairs to the Site or such adjacent areas;
 2. correct such defective Work;
 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as

to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
 - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be

as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*


- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

<div> <div>  </div> <div> Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081 </div> </div>				
Document Title:		Supplementary Conditions		
Section:		00 73 00		
Bid Number:		2468-22	Page:	1 of 13

GENERAL


These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

INDEX

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY	2
SC – 1.02 Terminology	2
ARTICLE 2 – PRELIMINARY MATTERS	2
SC-2.02 Copies of Documents	2
ARTICLE 4 – COMMENCEMENT AND PROGRESS OF WORK	3
SC-4.01 Commencement of Contract Times; Notice to Proceed	3
SC-4.03 Reference Points	3
SC-4.05 Delays in Contractor's Progress	3
ARTICLE 5 – SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS	3
SC-5.03 – Subsurface and Physical Conditions	3
SC-5.06 – Hazardous Environmental Conditions	4
ARTICLE 6 – BONDS AND INSURANCE	4
SC-6.01 Bonds and Insurance	4
SC-6.03 Contractor's Insurance	4
ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES	8
SC-7.02 Supervision and Superintendence	8
SC-7.03 Labor; Working Hours	8
SC-7-12 Record Documents	9
ARTICLE 8 – OTHER WORK AT THE SITE	10
SC – 8.02 Coordination	10
SC – 8.03 Legal Relationships	10
SC – 8.04 Claims Between Contractors	10
ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION	11
SC – 10.08 Compliance with Safety Program	11
ARTICLE 11 –CHANGES TO THE CONTRACT	11

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Supplementary Conditions		
		Section:	00 73 00		
		Bid Number:	2468-22	Page:	2 of 13

SC – 11.06 Change Proposals	11
ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK.....	11
SC – 13.03 Unit Price Work	11
ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD	12
SC – 15.01 Progress Payments	12
SC - 15.01 Progress Payments.....	12
SC – 15.06 Final Payment	12
ARTICLE 19 – LIQUIDATED DAMAGES	12
SC-19.01 Liquidated Damages Schedule.....	12

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

Add the following as paragraph 1.01.A.49”

49. Designer – The individual or entity, if named as such in the agreement, and with which Owner has contracted for the design of the Work.

Add the following as paragraph 1.01.B:

- B. Wherever the term City or CITY is used in these documents, it shall refer to the City of Sheboygan, Sheboygan County, Wisconsin, as represented by its elected officials. The terms “City” and “Owner” in this respect shall be considered synonymous

SC – 1.02 Terminology

Add the following as new paragraph 1.02.H:

- H. Business Day:
- The words “business day” mean every day the calendar shows, except Saturdays, Sundays, and City-Specified holidays, measured from midnight to the next midnight.

ARTICLE 2 – PRELIMINARY MATTERS


SC-2.02 Copies of Documents

Delete paragraph 2.02.A. in its entirety and insert the following:

- A. Owner shall furnish to Contractor one copy of the fully executed Agreement. Owner will not furnish printed copies of the Project Manual or the Drawings. The electronic portable document format (PDF) Project Manual and Drawings furnished during bidding shall be used by Contractor.

Delete paragraph 2.02.B. in its entirety and insert the following:

- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications. Owner shall make such original printed

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Supplementary Conditions		
		Section:	00 73 00		
		Bid Number:	2468-22	Page:	3 of 13

record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

Delete paragraph 2.03.A.3 in its entirety and insert the following:

3. a preliminary Schedule of Values for lump sum items with Bid Unit Prices in excess of \$100,000, and for which no payment method is defined in the specifications, which includes quantities and prices of items which when added together equal the Bid Unit Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF WORK

SC-4.01 Commencement of Contract Times; Notice to Proceed

Delete the last sentence of paragraph 4.01.A. in its entirety and replace with the following:

In no event will the Contract Times commence to run later than the 115th day after the day of Bid opening or the 30th day after the Effective Date of the Agreement, whichever date is earlier, unless otherwise specified the Section 01 11 00 – SUMMARY OF WORK.

SC-4.03 Reference Points

Delete paragraph 4.03.A and replace with the following:

- A. Engineer shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work. Contractor shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Engineer. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by a Wisconsin licensed Professional Land Surveyor, in good standing, with qualifications approved by the Engineer, to do the re-staking.

SC-4.05 Delays in Contractor's Progress


Delete paragraph 4.05.C.2 and replace with the following:

- C. Abnormal Weather Conditions – Conditions of extreme or unusual weather for a given region, elevation, or season as determined by Engineer. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered Abnormal Weather Conditions.

ARTICLE 5 – SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.03 – Subsurface and Physical Conditions

Add the following new paragraphs immediately after Paragraph 5.03.A.3:

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Supplementary Conditions		
		Section:	00 73 00		
		Bid Number:	2468-22	Page:	4 of 13

4. The reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely are identified in Specification 01 11 00 – Summary of Work.
5. The drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely are identified in Specification 01 11 00 – Summary of Work
6. Contractor may examine copies of reports and drawings identified in SC-5.03.A.4 and SC-5.03.A.5 that were not included with the Bidding Documents at City of Sheboygan Department of Public Works by requesting a meeting to occur during regular business hours, or may request copies from Engineer.

SC-5.06 – Hazardous Environmental Conditions

Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely are identified in Specification 01 11 00 – Summary of Work.
5. The drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely are identified in Specification 01 11 00 – Summary of Work.
6. Contractor may examine copies of reports and drawings identified in SC-5.06.A.1 and SC-5.06.A.5 that were not included with the Bidding Documents at City of Sheboygan Department of Public Works by requesting a meeting to occur during regular business hours, or may request copies from Engineer.

ARTICLE 6 – BONDS AND INSURANCE

SC-6.01 Bonds and Insurance


Add the following to the end of paragraph 6.01.E.

Owner will make no further progress payments under the Agreement until Contractor provides the required bond.

SC-6.03 Contractor's Insurance

Add the following new paragraph immediately after Paragraph 6.03.J:

- D. *Other Additional Insureds:* As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Supplementary Conditions		
		Section:	00 73 00		
		Bid Number:	2468-22	Page:	5 of 13

additional insureds (in addition to Owner and Engineer) the following: Designer, if identified in the Agreement.

- E. *Workers' Compensation and Employer's Liability.* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).


Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Jones Act (if applicable)	
Bodily injury by accident—each accident	\$1,000,000
Bodily injury by disease—aggregate	\$1,000,000
Employer's Liability	
Each accident	Statutory
Each employee	Statutory
Policy limit	Statutory
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	\$

- F. *Commercial General Liability—Claims Covered.* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
2. damages insured by reasonably available personal injury liability coverage, and
3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.


- G. *Commercial General Liability—Form and Content.* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Supplementary Conditions		
		Section:	00 73 00		
		Bid Number:	2468-22	Page:	6 of 13

- b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage.
 6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- H. *Commercial General Liability—Excluded Content.* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 4. Any exclusion of coverage relating to earth subsidence or movement.
 5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).
 6. Any limitation or exclusion based on the nature of Contractor's work.
 7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.
- I. *Commercial General Liability—Minimum Policy Limits*

PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Supplementary Conditions		
		Section:	00 73 00		
		Bid Number:	2468-22	Page:	7 of 13

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$2,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000


- J. *Automobile Liability*: Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage	
Each Accident	\$1,000,000
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000

- K. *Umbrella or Excess Liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$2,000,000
General Aggregate	\$1,000,000

- L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements*: Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of \$[specify amount] after accounting for partial attribution of its limits to underlying policies, as allowed above.
- M. *Contractor's Pollution Liability Insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Supplementary Conditions		
		Section:	00 73 00		
		Bid Number:	2468-22	Page:	8 of 13

Contractor's Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	N/A
General Aggregate	N/A

- N. *Contractor's Professional Liability Insurance:* If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	Policy limits of not less than:
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

- O. *Railroad Protective Liability Insurance:* Prior to commencing any Work within 50 feet of railroad-owned and controlled property, Contractor shall (1) endorse its commercial general liability policy with ISO CG 24 17, removing the contractual liability exclusion for work within 50 feet of a railroad, (2) purchase and maintain railroad protective liability insurance meeting the following requirements, (3) furnish a copy of the endorsement to Owner, and (4) submit a copy of the railroad protective policy and other railroad-required documentation to the railroad, and notify Owner of such submittal.

Railroad Protective Liability Insurance	Policy limits of not less than:
Each Claim	As required by Railroad
Aggregate	As required by Railroad

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

SC-7.02 Supervision and Superintendence


Add the following paragraphs immediately after Paragraph 7.02.B

- A. Contractor shall provide to Engineer and Owner the name and telephone number of the resident superintendent or another responsible person who will be available to contact during non-working hours, weekends and holidays.

SC-7.03 Labor; Working Hours

Add the following a new subparagraphs immediately after Paragraph 7.03.C:

- Regular Working Hours shall be 7:00 am to 7:00 PM, local time, Monday through Friday.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Supplementary Conditions		
		Section:	00 73 00		
		Bid Number:	2468-22	Page:	9 of 13

2. Owner's Legal Holidays are as follows:

- a. New Year's Day
Good Friday (Friday before Easter)
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day
- b. When a scheduled legal holiday falls on Saturday it will be observed on the previous Friday. A holiday that falls on Sunday will be observed the following Monday. The City retains the right to schedule holiday observance which best suits its operations schedule.


SC-7-12 Record Documents

Delete the last sentence of paragraph 7.12.A and replace with the following:

Within 14 days following completion of the Work and prior to final payment, Contractor shall deliver these record documents to Engineer.

Add the following as Paragraph 7.15.B:

- B. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, and Contractor cannot be reached, Owner or Engineer may act to attempt to prevent threatened damage, injury, or loss. Owner or Engineer will give Contractor prompt written notice of such action and the cost of the correction or remedy shall be charged against Contractor. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Owner or Engineer in response to such an emergency, a Work Change Directive or Change Order will be issued.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Supplementary Conditions		
		Section:	00 73 00		
		Bid Number:	2468-22	Page:	10 of 13

ARTICLE 8 – OTHER WORK AT THE SITE

SC – 8.02 Coordination

Modify paragraph 8.02.A as follows:

Delete the words “the Supplementary Conditions” and replace with the words “Specification Section 01 11 00 – Summary of Work”.

Modify paragraph 8.02 as follows:

Delete the words “the Supplementary Conditions” and replace with the words “Specification Section 01 11 00 – Summary of Work”.

SC – 8.03 Legal Relationships

Modify the second sentence of paragraph 8.03.A as follows:


Delete the words “30 days” and replace with the words “10 days”.

SC – 8.04 Claims Between Contractors

Add the following new section immediately following Section 8.03:

8.04 Claims Between Contractors

- A. Should Contractor cause damage to the work or property of any separate contractor at the Site, or should any claim arising out of Contractor’s performance of the Work at the Site be made by any separate contractor against Contractor, Owner, Engineer, Engineer’s Consultants, or the construction coordination, Contractor shall promptly attempt to settle with such separate contractor by agreement or to otherwise resolve the dispute by arbitration or at law.
- B. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner, Engineer, Engineer’s Consultants, the construction coordinator and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly, or consequentially out of any action, legal or equitable, brought by any separate contractor against Owner, Engineer, Engineer’s Consultants, or the construction coordinator to the extent said claim is based on or arises out of Contractor’s performance of the Work. Should a separate contractor cause damage to the Work or property of Contractor or should the performance of work by any separate contractor at the Site give rise to any other Claim, Contractor shall not institute any action, legal or equitable, against Owner, Engineer, Engineer’s Consultants, or the construction coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from Owner, Engineer, Engineer’s Consultants, or the construction coordinator on account of any such damage or Claim.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Supplementary Conditions		
		Section:	00 73 00		
		Bid Number:	2468-22	Page:	11 of 13

- C. If Contractor is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor, and Owner and Contractor are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, Contractor may make a Claim for an extension of times in accordance with Article 11. An extension of the Contract Times shall be Contractor's exclusive remedy with respect to Owner, Engineer, Engineer's Consultants, and construction coordinator for any delay, disruption, interference, or hindrance caused by any separate contractor. This paragraph does not prevent recovery from Owner, Engineer, Engineer's Consultant, or construction coordinator for activities that are their respective responsibilities.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

SC – 10.08 Compliance with Safety Program

Add the following as paragraph 10.08

- B. In the event Engineer determines that Contractor's safety plans, programs, and procedures do not provide adequate protection for Engineer, Engineer may direct its employees to leave the Site or implement additional safeguards for Engineer's protection. If taken, these actions will be in furtherance of Engineer's responsibility to its own employees only, and Engineer will not assume any responsibility for protection of any other persons affected by the Work. In the event Engineer observes situations which appear to have potential for immediate and serious injury to persons, Engineer may warn the persons who appear to be affected by such situations. Such warnings, if issued, shall be given based on general humanitarian concerns, and Engineer will not, by the issuance of any such warning, assume any responsibility to issue future warnings or any general responsibility for protection of persons affected by the Work.

ARTICLE 11 –CHANGES TO THE CONTRACT

SC – 11.06 Change Proposals

Modify the first sentence of paragraph 11.06.B.1 as follows:


Delete the words "30 days" and replace with the words "10 days".

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC – 13.03 Unit Price Work

Modify the paragraph 13.03.B and replace with the following:

The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparisons of Bids and determining initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities, unless noted otherwise in the specifications.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Supplementary Conditions		
		Section:	00 73 00		
		Bid Number:	2468-22	Page:	12 of 13

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC – 15.01 Progress Payments

Add the following as paragraph 15.01.B.4

1. The Application for Payment form to be used is EJCDC C-620 or City of Sheboygan Application for Payment Form 00 62 76, or a similar form approved by the Owner

SC – 15.01 Progress Payments

Modify the first sentence of paragraph 15.01.B.1 as follows:

Delete the words “20 Days” and replace with the words “thirty days”.

Modify the second sentence of paragraph 15.01.D.1 as follows:

Delete the words “Ten days” and replace with the words “Forty-five days”.

SC – 15.06 Final Payment

Add the following as Paragraph 15.06.A.2.f

- f. Contractors Affidavit of Compliance (Document 00 65 18)

LIQUIDATED DAMAGES		
Original Contract Amount		
From more than:	To and including:	Calendar Day
\$0	\$100,000	\$180
\$100,000	\$300,000	\$295
\$300,000	\$500,000	\$480
\$500,000	\$1,000,000	\$665
\$1,000,000	-----	\$990

ARTICLE 19 – LIQUIDATED DAMAGES

SC-19.01 Liquidated Damages Schedule

Add the following as Article 19 – LIQUIDATED DAMAGES


- 19.01 The following table represents the Liquidated Damages applicable to City of Sheboygan Agreements as referenced in paragraph 4.03 of the Agreement:

PROJECT MAN

CITY OF SHEBOYGAN PUBLIC WORKS	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Supplementary Conditions		
		Section:	00 73 00		
		Bid Number:	2468-22	Page:	13 of 13

LIQUIDATED DAMAGES		
Original Contract Amount		
From more than:	To and including:	Calendar Day
\$0	\$100,000	\$180
\$100,000	\$300,000	\$295
\$300,000	\$500,000	\$480
\$500,000	\$1,000,000	\$665
\$1,000,000	-----	\$990

PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Summary of Work		
		Section:	01 11 00		
		Bid Number:	2468-22	Page:	1 of 2

PART 1 – GENERAL

1.01 SUMMARY

- A. Summary of the Work including work by the City, City-Furnished Products, Work by Others, Sequence of work, Contractors use of the Premises.
- B. Work under the project will generally consist of the items stated in 00 11 13 – Advertisement for Bids.

1.02 MILESTONES

- A. Milestone 1:
 - a. None.

1.03 PAYMENT PROCEDURES

- A. Work specified in the Sections is considered incidental and payment shall be included as part of appropriate unit prices included on Bid Form.

1.04 WORK BY THE CITY


- A. None.

1.05 TRAFFIC CONTROL

- A. In addition to the sequence of work identified elsewhere in the specifications, schedule work to accommodate the following,
 - a. Perform work one stage at a time.
 - b. Install PCMS boards 1 week prior to work occurring and 1 week prior to changing stages.
 - c. Northbound Stage:
 - i. Perform work in the two northbound lanes and northbound turn lanes.
 - ii. Maintain one lane of traffic in the southbound direction.
 - iii. Do not store trucks or material in the closed southbound lane overnight.
 - d. Southbound Stage:
 - i. Perform work in the two southbound lanes and southbound turn lanes.
 - ii. Maintain one lane of traffic in the northbound direction.
 - iii. Do not store trucks or material in the closed northbound lane overnight.
 - e. Maintain Access to all driveways.

1.06 PERMITS

- A. The following permits have been obtained or will be obtained by the City of Sheboygan prior to the start of Construction:
 - a. WisDOT – Permission to Detour State Trunk Highway Traffic.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Summary of Work		
		Section:	01 11 00		
		Bid Number:	2468-22	Page:	2 of 2

1.07 SUBSURFACE AND PHYSICAL CONDITIONS

- A. The reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely are:
 - a. None.
- B. The drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely are:
 - a. None.

1.08 HAZARDOUS ENVIRONMENTAL CONDITIONS

- A. The reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely are
 - a. None.
- B. The drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely are
 - a. None.

PART 2 – PRODUCTS


2.01 CITY FURNISHED PRODUCTS

- A. None.

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Work Restrictions		
		Section:	01 14 00		
		Bid Number:	2468-22	Page:	1 of 5

PART 1 – GENERAL

1.01 SUMMARY

- A. Provide all items, articles, materials, operations or method, labor, supervision, equipment, incidentals, taxes and permits necessary to complete the Work as described within the Contract Documents. Install all items furnished by City as mentioned or scheduled within the Contract Documents.

1.02 PAYMENT PROCEDURES

- A. Work specified in the Section is considered incidental and payment shall be included as part of appropriate unit prices included on Bid Form.

1.03 SEQUENCE OF WORK

- A. Existing facilities shall remain in service and available for public use during construction, unless specified in this or other sections.

1.04 CONTRACTOR USE OF THE PREMISES

- A. Limit all operations to City right-of-ways or Easements; restore damaged properties outside of right-of-ways or easements at no cost to the City.

1.05 REFERENCE STANDARDS OR SPECIFICATIONS


- A. When other specifications documents are referenced within this project manual any text within those documents discussing contract administration, measurement or payment are not included, unless otherwise specified.
- B. Where compliance with two or more industry standards or sets of requirements are specified, and the overlapping of those standards or requirements establishes different or conflicting minimums or levels of quality, the most stringent requirement (which is generally recognized to be also most costly) is intended and will be enforced, unless more detailed language written directly into Contract Documents clearly indicates that a less stringent requirement is acceptable.

1.06 NOTIFICATION TO THE PUBLIC

- A. Notify affected residents and businesses a minimum of 7 business days prior to commencing work.
- B. Notify affected residents and businesses a minimum of 3 business days prior to closing a driveway.
- C. Notify Engineer 7 business days prior to closing a street. Engineer will notify Sheboygan Police, Fire and Ambulance, Sheboygan County Sheriff's Department and Sheboygan Transit.

1.07 ACCESS REQUIREMENTS

- A. Maintain access to business and residents at all times, unless otherwise noted.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Work Restrictions		
		Section:	01 14 00		
		Bid Number:	2468-22	Page:	2 of 5

- B. Provide continuous access for emergency vehicles.
- C. Comply with Section 01 11 00 – Summary of work for additional access requirements, if any.

1.08 MAIL DELIVERY

- A. Work with the U.S. Postal Service to assure mail delivery throughout the project. Some or all mail boxes may have to be moved, temporarily relocated or replaced in a new location. Relocating mail boxes, temporarily or permanently, shall be incidental to the contract, and meet the Postal Service criteria.

1.09 REMOVALS

- A. Do not remove or damage any tree, shrub, or other land resource unless indicated for removal.
- B. At limits of pavement, curb and gutter, driveway or sidewalk removal provide a full depth saw cut prior to removal. Provide straight, vertical sawcuts at all edges of existing asphalt and concrete materials to be matched by new pavement materials. This shall include curb and gutter, driveway aprons, sidewalk, and street pavement and patching work. If the sawed edges break prior to placement of the new pavement, curb and gutter, driveway or sidewalk, re-sawcut the existing edge.

1.10 PROJECT MEETINGS


- A. Conduct bi-weekly progress meetings throughout the construction period. Meetings will be held at the Sheboygan Department of Public Works office.
 - 1. Items to be discussed at meeting shall include, but not be limited to:
 - a. Review of progress since previous meeting.
 - b. Review Outstanding Items since last meeting.
 - c. Contractors Schedule (3-week look ahead).
 - d. Submittal Schedule.

1.11 CONSTRUCTION STAKING

- A. Layout of the work is the responsibility of the Contractor.
- B. Comply with Section 01 71 23 – Construction Staking

1.12 SUBMITTALS


- A. Work-Related Submittals:
 - 1. Shop Drawings:
 - a. As defined in Paragraph 1.01.A.39 of the General Conditions, and in particular includes technical data and drawings specifically prepared for this Project, including fabrication and installation drawings, diagrams, data sheets, schedules, templates, patterns, reports, instructions, design mix formulas, measurements, and similar information not in standard printed form.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Work Restrictions		
		Section:	01 14 00		
		Bid Number:	2468-22	Page:	3 of 5

2. Product Data:
 - a. Includes standard catalog type printed information on manufactured materials, equipment and systems that has not been specifically prepared for this Project, including manufactures' product specifications, manufacturers' instructions, catalog cut sheets, standard wiring diagrams, printed performance curves, mill reports, and standard color charts.
 3. Test Results:
 - a. Includes source and field quality inspection and test reports, actual performance curves, and certifications of results prepared specifically for equipment, material, and systems provided for this Project.
 4. Miscellaneous Submittals:
 - a. Work-related submittals that do not fit in previous categories, including schedules, guarantees, warranties, certifications, maintenance agreements, workmanship bonds, survey data and reports, physical work records, copies of industry standards, field measurements, extra materials, keys, and similar information, devices, and materials applicable to Work.
- B. Action On Submittals
1. Unsolicited Submittals:
 - a. Engineer will return unsolicited submittals without reviewing.
 2. Response:
 - a. Marked: "Approved"
 1. Work covered by submittal may proceed provided it complies with Contract Documents. Acceptance of Work depends on that compliance.
 - b. Marked: "Approved As Noted"
 1. Work covered by submittal may proceed provided it complies with Engineer's notations or corrections on submittal and with Contract Documents. Acceptance of work depends on that compliance. Resubmittal not required.
 - c. Marked: "Not Approved"
 1. Work covered by submittal does not comply with Contract Documents. Do not proceed with Work covered by submittal.
 2. Prepare new submittal complying with Contract Documents and Engineer's notations.
 - d. Marked: "Filed for Record"
 1. Work covered by the submittal does not require approval.
 2. Submitted documentation is filed with the project records.

1.13 MANUFACTURERS' DIRECTIONS

- A. Manufactured articles, materials and equipment shall be stored, commissioned, operated, applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer, unless specified to the contrary.
- B. Wherever specifications explicitly call for work to be performed or materials to be installed in accordance with the manufacturer's directions, furnish copies in accordance with the Submittals paragraphs of the specification section before installing the material or performing the work.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Work Restrictions		
		Section:	01 14 00		
		Bid Number:	2468-22	Page:	4 of 5

1.14 PROJECT OBSERVATION

- A. All work under this proposal shall be subject to the observation by authorized personnel of the Engineer, and all findings, determinations and recommendations by the Engineer or its duly authorized agents shall be final and conclusive.
- B. Provide the Engineer a three business day notice prior to the start of any work on the project. Any work done without three business day notice will be subject to non-payment. If observation of the work is not required, the Engineer shall inform the foreman and the work will be reviewed upon completion.

1.15 INCIDENTAL ITEMS OF WORK

- A. Any items of work shown on the drawings or required by the specifications but not specifically included in the Bid shall be considered incidental items of work. The cost of incidental items of work shall be included in the prices bid for related work.

1.16 PERMITS


- A. Acquire all necessary City permits. Contact the Building Inspection Department at 920-459-3477 to determine the associated fees and shall be incidental to the contract. These permits shall be obtained at the City of Sheboygan Building Inspection Department located on the 1st Floor of City Hall, 828 Center Avenue, Sheboygan, Wisconsin.
- B. Comply with the City licensing requirements established by the City of Sheboygan Building Inspection Department for plumbing, HVAC, electrical and building construction. These applications are obtained in the Building Inspection Department, located on the 1st Floor of City Hall, 828 Center Avenue, Sheboygan, Wisconsin.
- C. Comply with permits, if any, identified in Section 01 11 00 – Summary of Work.

1.17 EXISTING FACILITIES

- A. Provide a minimum of a 3 business day notice to owners of existing utilities prior to excavation activities.
- B. The requirements of Section 182.0175 of the Wisconsin State Statutes apply to work under this contract.

1.18 DELIVERY, STORAGE, AND HANDLING

- A. Adjust weight, type, capacity, haul routes, and method of operation of hauling vehicles such that there is no damage to existing streets, subgrade, or base course.
- B. Engineer has final authority to revise haul routes, procedures, and operation times.
- C. Keep haul routes clean and free of construction material and debris.
- D. Construction equipment, materials and stockpiles shall not be left within 100 feet of any commercial establishment during non-working hours or when no working is occurring.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Work Restrictions		
		Section:	01 14 00		
		Bid Number:	2468-22	Page:	5 of 5

E. Parking restrictions shall be obeyed at all times in the vicinity of schools.

1.19 WATER UTILITY AND HYDRANT USE

- A. Do not operate any hydrants, valves or other apparatus owned by the Sheboygan Water Utility.
- B. Should water from hydrants be needed during construction, the contractor shall apply, in person, for a hydrant use permit at the Sheboygan Water Utility Office, 72 Park Avenue. Any damage to Water Utility apparatus shall be repaired at the Contractor's expense.
- C. Coordinate with Sheboygan Water Utility to repair any damaged water service laterals or water mains. Sheboygan Water Utility will determine extent of repairs required. If a lead water service is exposed contract the Sheboygan Water Utility within 1 hour.

1.20 SANITARY FACILITIES

- A. Provide and maintain sanitary chemical toilets located where approved and in sufficient number required for the work force employed by Contractor.

1.21 PUBLIC RECORDS LAW

- A. The City of Sheboygan is subject to the Wisconsin public records law. Any submissions to the City in connection with this project may be disclosed in response to a public records request.

PART 2 – PRODUCTS


2.01 CITY FURNISHED PRODUCTS

- A. City will furnish materials as specified in Section 01 64 00 – City Furnished Products of the Project Specific Manual. If section is not included in the Project Specific Manual, then no products will be furnished by City.

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Allowances		
		Section:	01 21 00		
		Bid Number:	2468-22	Page:	1 of 1

PART 1 – GENERAL

1.01 SUMMARY

- A. This section provided for administrative and procedural requirements governing allowances.
1. When items are listed on the bid form as an allowance, these items will have a set dollar value. This dollar value is to cover items not precisely determined prior to bidding.
 2. Upon completion of the work associated with each allowance, a change order will be issued to reflect actual amounts due contractor.

1.02 PAYMENT PROCEDURES

- B. Work specified in this section will be paid as described within each allowance listed.

PART 2 – PRODUCTS

2.01 PRODUCTS


- A. Provide products as specified herein and as specified elsewhere in this Project Manual.

PART 3 – EXECUTION

3.01 TELEVISIONING VIDEO CONVERSION

- A. The lump sum allowance listed in the bid form provides for the City of Sheboygan to reimburse the contractor for the cost incurred to convert televising videos and reports to be compatible with ITpipes software as further defined in Section 33 01 32 – Sewer Televising and the included Digital Data Delivery document.
- B. Provide copies of invoices and proof of payment to City.
- C. Payment will be based on actual invoiced cost and as follows:
- a. No reimbursement for any late fees incurred.
 - b. No reimbursement for Contractor incurred administrative costs associated with the conversion.

END OF SECTION

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Quality Assurance		
		Section:	01 43 00		
		Bid Number:	2468-22	Page:	1 of 2

PART 1 – GENERAL

1.01 SUMMARY

- A. Section Includes:
1. Quality assurance.
 2. Procedures to measure and report the quality and performance of the Work.
 3. Requirements for Contractor Cooperation
 4. Payment.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment:
1. All Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 SUBMITTALS


- A. Prior to start of Work, submit testing laboratory name for various specified tests for approval by Engineer.
- B. After each inspection or test, submit copies of report to Engineer no later than 3 business days after completion of inspection or test. Include:
1. Test date
 2. Project Number and Title
 3. Inspector or Tester
 4. Date and time of sampling, testing or inspection
 5. Location of inspection or test
 6. Identification of product and applicable Specification Section.
 7. Test Results
 8. Conformance with Contract Documents.
- C. Manufacturer's certificates of quality control or performance.

1.04 WORKMANSHIP

- A. Comply with industry standards of the region, except where more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.

1.05 TESTS AND INSPECTIONS

- A. Conform to the requirements of the General Conditions, except as modified herein.
- B. Notify Engineer 48 hours prior to expected time for operations requiring tests and inspections.
- C. Provide incidental labor and facilities to obtain and handle samples at Site or source, transport samples to laboratory, and facilitate tests and inspections for storing and curing of test samples.
- D. Owner shall pay for all testing not identified in the specifications. Any test identified in the specifications is the responsibility of the contractor.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Quality Assurance		
		Section:	01 43 00		
		Bid Number:	2468-22	Page:	2 of 2

1. If any test fails to meet requirements, reimburse Owner for cost of all subsequent tests to ensure compliance.
- E. Notify Engineer of pit and scale location and other correlated items prior to beginning Work.
- 1.06 LABORATORY RESPONSIBILITIES
- A. Test samples and perform field tests.
 - B. Provide qualified personnel. Cooperate with Engineer and Contractor in performance of services.
 - C. Ascertain compliance with the requirements of the Contract Documents.
 - D. When requested by Engineer, provide interpretation of test results.
- 1.07 LIMITS ON TESTING LABORATORY AUTHORITY
- A. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - B. Laboratory may not approve or accept any portion of the Work.
 - C. Laboratory may not assume any duties of Contractor.
 - D. Laboratory has no authority to stop Work.
- 1.08 MANUFACTURER'S CERTIFICATES
- A. If requested by Engineer, submit manufacturer's certificate with shop drawings certifying that products meet or exceed specified requirements executed by responsible officer.
- 1.09 MANUFACTURER'S FIELD SERVICES
- A. Provide qualified representative to observe field conditions; conditions of surfaces and installation; quality of workmanship; start-up of equipment; and test, adjust, and balance of equipment.

PART 2 – PRODUCTS


(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Temporary Environmental Controls		
		Section:	01 57 19		
		Bid Number:	2468-22	Page:	1 of 2

PART 1 – GENERAL

1.01 SUMMARY

- A. Maintain work areas free from environmental pollution that would be in violation of federal, state or local regulations.
- B. Permits obtained by Owner are list in Section 01 11 00 – Summary of Work. All other permits not listed are to be obtained by Contractor.

1.02 PAYMENT PROCEDURES

- A. Work specified in this section is considered incidental and payment shall be included as part of appropriate unit prices included in Bid Form.

PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

3.01 GENERAL

- A. Confine construction activities to areas defined on the Drawings or elsewhere in the Contract Documents.
- B. Grade site to drain. Maintain excavations free of water.
- C. Protect site from puddling or running water.


1.03 ARCHAEOLOGICAL FINDS DURING CONSTRUCTION

- A. There are no known archaeological remains at the Project site.
- B. Should skeletons, artifacts, or other archaeological remains be uncovered:
 - 2. Suspend operations of this Contract at the site of discovery.
 - 3. Continue operations in other areas.
 - 4. Notify Engineer immediately of the finding.
- C. Should the discovery site require archaeological studies resulting in delays and/or additional work, Contractor will be compensated by an adjustment under pertinent provisions of the Contract.

4.03 PROTECTION OF STORM SEWERS

- A. Prevent construction materials, concrete, earth or other debris from entering existing storm sewers or sewer construction.
- B. Inlet protection required for all storm sewers with project limits.


PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Temporary Environmental Controls		
		Section:	01 57 19		
		Bid Number:	2468-22	Page:	2 of 2

4.04 PROTECTION OF WATERWAYS

- A. Comply with federal, state and local regulations regarding pollution of lakes, streams, rivers or wetlands by dumping of refuse, rubbish, dredge material or debris.
- B. Disposal of materials into waters of state must conform to requirements of Wisconsin DNR.
- C. Comply with Wisconsin Department of Transportation "Product Acceptability List" (PAL), current edition and Wisconsin Department of Natural Resources Storm Water Management Technical Standards.

END OF SECTION

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Alternates		
		Section:	01 71 23		
		Bid Number:	2468-22	Page:	1 of 1

PART 1 – GENERAL

1.01 SUMMARY

- A. Section includes Alternates to Work defined in Contract Documents.
- B. All Alternates described in this Section are required to be reflected on the Bid form as submitted by the Bidder.
- C. Do not submit Alternates other than as described in this Section.

1.02 DEFINITIONS

- A. Alternate: An amount proposed by Bidder and stated on Bid form for certain Work defined in Bidding Requirements that may be added to or deducted from Contract Price if Owner decides to accept corresponding change in either amount of construction to be completed, or in materials, equipment, or installation methods described in Contract Documents.
- B. Cost: Net addition or deduction from Contract Price to incorporate Alternate into Work. No other adjustments will be made to Contract Price.

PART 2 – PRODUCTS

2.01 DESCRIPTION OF ALTERNATES


- A. Alternate 1 Items 29 to 44: All times to continue the Work from Station 61+00 to approximately Station 69+25.
- B. Alternate 2, Items 45 to 59: All times to continue the Work from Station 69+25 to Station 82+00. Alternate 2 will not be accepted without also excepting alternate 1.
- C. Alternate 3, Items 60 to 79. All item to complete the Work on North 10th Street – North Avenue to Mayflower.

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Construction Staking		
		Section:	01 71 23		
		Bid Number:	2468-22	Page:	1 of 2

PART 1 – GENERAL**1.01 SUMMARY**

- A. Provide such construction staking services as are required for proper completion of the Work including, but not necessarily limited to:
 - 1. Establishing, staking, and maintaining lines and grades for the proposed work in accordance with the contract documents.
 - 2. Identification of structures and facilities shown on the drawings.
 - 3. Locations, if any, of facilities needed to refine or revise the design.
- B. CADD files of the Drawings will be provided after contract is awarded. If a conflict exists between the CADD files and the printed, as bid, plan sheets, the plan sheets take precedence over the CADD files.
- C. Benchmarks provided by Engineer or Designer are to establish primary vertical control for Work and are indicated on Drawings.
- D. Monuments or references for primary horizontal control provided by Engineer or Designer and are for construction of Work are indicated on Drawings.

1.02 Payment Procedures

- 1. Work specified in this section is considered incidental and payment shall be included as part of appropriate unit prices included in Bid Form.


1.03 SUBMITTALS

- A. Submit Cut Sheets, Grade Sheet, or similar documents generated through the staking process to Engineer within 24 hours of staking.
- B. Upon request of the Engineer, submit:
 - 1. Qualifications of persons proposed to be engaged for field engineering services.
 - 2. Documentation and data developed pursuant to the requirements of this section.

1.04 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workers thoroughly trained and experienced in the necessary crafts and completely familiar with the specified requirements and methods needed for proper performance of the work of this Section.
- B. Protect lot corners and survey monuments throughout Project area. If such corners and monuments are damaged by Contractor, replace by Wisconsin Professional Land Surveyor at Contractor's expense.

PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Construction Staking		
		Section:	01 71 23		
		Bid Number:	2468-22	Page:	2 of 2

1.05 PROCEDURES

- A. In addition to procedures directed by the Contractor for proper performance of the Contractor's responsibilities the Contractor or his representative shall:
1. Locate and protect primary control points before starting work on the site.
 2. Preserve permanent reference points and staking during progress of the Work.
 3. Contractor shall replace primary control points lost or destroyed according to the original survey control.
 4. Provide supplemental control points as required to complete the work.
- C. Check accuracy of line and grade by visual inspection, checks between stakes, and periodic checks (with surveying equipment) between primary control monuments and stakes.
- D. Bear sole responsibility for correct transfer of construction lines and grades from Benchmarks and Monuments.
- E. Provide an accurate pipe laser for alignment and grade control of all mains. The contractor shall be responsible for the maintenance, set-up, accuracy and operation of the laser and shall make periodic checks of the laser to ensure its accuracy. Standby lasers shall be provided, as necessary. If required by Engineer, Contractor shall provide blowers in the pipe line to maintain the accuracy of the laser during operation. The laser shall be of a quality to provide accurate alignment and grade and shall be subject to the approval of Engineer. Provide Engineer with a certificate of calibration, if requested.
- F. Provide a transit for the accurate alignment of all mains. The contractor shall be responsible for the maintenance, set-up, accuracy and operation of the transit. The transit shall be of a quality to provide accurate alignment and shall be subject to the approval of Engineer. Provide Engineer with a certificate of calibration, if requested.


PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

PROJECT MAN				
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Closeout Requirements	
		Section:	01 78 00	
		Bid Number:	2468-22	Page: 1 of 2

PART 1 – GENERAL

1.01 SUMMARY

- A. Section includes requirements for Project Closeout and Final Payment including:
 - 1. Submittals,
 - 2. Inspections Procedures,
 - 3. Record Document Submittals.

1.02 PAYMENT PROCEDURES

- A. Work specified in this section is considered incidental and payment shall be included as part of appropriate unit prices included in Bid Form.

1.03 SUBSTANTIAL COMPLETION

- A. Comply with section 15.03 of the General Conditions.

1.04 FINAL COMPLETION

- A. Comply with Section 15.05 and 15.06 of the General Conditions

1.05 RECORD DRAWINGS

- A. Submit to Engineer a set of record documents as described in paragraph 7.11.A of the General Conditions and Section 01 78 39 – Project Record Documents.

PART 2 – PRODUCTS

(NOT USED)


PART 3 – EXECUTION

3.01 PROJECT CLOSEOUT CHECKLIST

- A. The project closeout checklist at the end of this document will be used by the Engineer to document the closeout status of the project.

END OF SECTION

PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Closeout Requirements		
		Section:	01 78 00		
		Bid Number:	2468-22	Page:	2 of 2


PROJECT CLOSEOUT CHECKLIST (Based on 2018 EJCDC General Conditions of the Contract)

Contract Status	Item to be Completed:	Reference	Completed/Submitted By:	Date Completed:
Substantial Completion				
	Letter requesting Substantial Completion	GC 15.03.A	Contractor	
	Draft of Punch List Items to be completed or corrected before final payment	GC 15.03.A	Contractor	
	Inspect work	GC 15.03.B	Owner/Contractor/Engineer	
	Notification if not ready for Substantial Completion	GC 15.03.B	Engineer/Owner	
	Certification of Substantial Completion Issued	GC 15.03.C	Engineer/Owner	
Date of Substantial Completion				

Final Completion				
	Letter requesting Final Completion	GC 15.05.A	Contractor	
	Inspect work	GC 15.05.A	Owner/Contractor/Engineer	
Date of Final Completion				

Final Payment				
	Submit Record Drawings	GC 15.06.A.1 GC 15.06.A.2.a GC 7.12 SC 7.12 01 78 39	Contractor	
	Consent of Surety to Final Payment	GC 15.06.A.2.b	Contractor	
	List of Pending Change Proposals and Claims	GC 15.06.A.2.d	Contractor	
	Lien Waivers	GC 15.06.A.2.e	Contractor	
	Contractor's Affidavit of Compliance	SC 15.06.A.2.f	Contractor	
	Final Pay Application	GC 15.06.A.1	Contractor	
	Notice of Acceptability	GC 15.06.C	Engineer	
	Final Payment	GC 15.06.E	Owner	
Date of Final Payment				

PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Project Record Documents		
		Section:	01 78 39		
		Bid Number:	2468-22	Page:	1 of 2

PART 1 - GENERAL

1.01 SUMMARY

- A. Throughout progress of the Work, maintain an accurate record of changes in the Contract Documents.

1.02 PAYMENTS

- A. Work specified in this section is considered incidental and payment shall be included as part of appropriate unit prices included in Bid Form.

1.03 SUBMITTALS

- A. Prior to submitting request for final completion, deliver one complete marked up set of Drawings to Engineer for use in preparation of record drawings.

PART 2 - PRODUCTS


(NOT USED)

PART 3 - EXECUTION

3.01 RECORD DRAWINGS


- A. Maintain one record set of Drawings legibly annotated to show all changes made during construction and the final location of all underground piping and utilities.
 - 1. The marked up set of Drawings shall be a compilation of all of the work completed. Individual sets from the various subcontractors will not be accepted.
 - 2. The marked up set of Drawings shall graphically show the changes. Reference to RFI's, Change Orders will not be accepted.
 - 3. The Record Drawings will show
 - a. Grade changes, changes in elevations for footings, culverts, manholes etc.
 - b. New or revised LC, PC, PI, and PT.
 - c. Relocated driveway entrances.
 - d. Changes in size, location, and slope of pipes.
 - e. Changes to invert elevations.
 - f. Undercut areas.
 - g. Areas of geotextile fabric or geogrid.
 - h. Omissions, errors and discrepancies discovered during construction.
 - i. Features added, revised, or deleted by contract change orders.
 - j. Corrected or new bench marks. Cross out those that no longer exist.
 - k. Changes to drainage.
 - l. Material type, size, and manufacturer where optional materials are allowed by specifications.
 - m. Final dimensions, elevations, details, sizes, numbers, lengths, locations, etc., if different from the original plan.
 - n. Locations of private utilities, if different from original plans.
 - o. Any other information necessary to document site conditions.
 - 4. Graphically depict changes by modifying or adding to plans, and details Using a red colored pencil or pen.

PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Project Record Documents		
		Section:	01 78 39		
		Bid Number:	2468-22	Page:	2 of 2

5. Wherever a revision is made, also make changes to related section views, details, legend, profiles, plans and elevation views, schedules, notes and call out designations, and mark accordingly to avoid conflicting data on all other sheets.
6. For deletions, cross out all features, data and captions that relate to that revision.

END OF SECTION

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Traffic Control		
		Section:	01 55 26		
		Bid Number:	2468-22	Page:	1 of 2

PART 1 – GENERAL

1.01 SUMMARY

- A. This Section identifies detour marking, warning signs and devices, temporary traffic signals, temporary pavement markings, guardrails, handrails, temporary fencing, flagpersons, and other equipment and materials required to protect vehicular and pedestrian traffic from construction activities.
- B. Traffic regulations shall comply with chapters and Sections of the referenced documents. References to measurements and payments in the reference documents are superseded by this Section.

1.02 NOTIFICATIONS, ACCESS AND PROJECT REQUIREMENTS

- A. Comply with Section 01 11 00 – Summary of Work
- B. Comply with Section 01 14 00 – Work Restrictions.

1.03 REFERENCE STANDARDS

- A. WisDOT: Wisconsin Department of Transportation
- B. WisDOT Specification: State of Wisconsin, Department of Transportation, "Standard Specifications for Highway and Structure Construction", latest Edition.
- C. WMUTCD: Wisconsin Manual on Uniform Traffic Control Devices, latest edition.
- D. MUTCD: Federal Highway Administration, Manual on Uniform Traffic Control Devices, latest edition. In Wisconsin, this includes the latest edition of Wisconsin Supplement to Federal MUTCD.
- E. Maintaining Agency: Agency having maintenance jurisdiction over roadway which may include WisDOT, and the City of Sheboygan.

1.04 SUBMITTALS


- A. Submit Product Data in accordance with Section 01 33 00 – Submittal Procedures.
 - 1. Include in Submittal:
 - a. Traffic control plan and detour, if required.
 - b. Manufacturer's written instructions, including storage, handling, installation, and starting of product.

1.05 PAYMENT PROCEDURES

- A. Unit Prices:
 - 1. Cost for traffic control shall be paid according to the various unit prices included in the Bid. If individual items are not included in the Bid, the cost of this work shall be considered incidental to adjacent utility and roadway construction work.

PART 2 – PRODUCTS

PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Traffic Control		
		Section:	01 55 26		
		Bid Number:	2468-22	Page:	2 of 2

2.01 MATERIALS

A. Conform to the following material requirements:

1. WMUTCD
2. MUTCD
3. WisDOT Specifications

2.02 PERSONNEL

A. Flagpersons shall be trained in accordance with State of Wisconsin regulations.


PART 3 – EXECUTION

3.01 GENERAL

A. Perform all work in accordance with WisDOT, WMUTCD and MUTCD requirements and as the shown on the plans.

END OF SECTION

PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Erosion Control and Site Maintenance		
		Section:	31 25 00		
		Bid Number:	2468-22	Page:	1 of 3

PART 1 – GENERAL**1.01 SUMMARY**

- A. Provide erosion control devices at the locations shown on the drawings and as specified herein.
- B. Maintain the work site as specified herein.
- C. This is a standard City Specification. Materials and Items of work in this specification may not be required for all projects. Refer to Bid form and Plans to determine materials and items of work required.

1.02 DEFINITIONS

- A. WisDOT Specs: Wisconsin Department of Transportation Standards Specifications for Highway Construction, latest Edition.
- B. WisDOT PAL: Wisconsin Erosion Control Product Acceptability List (PAL), latest edition.
- C. WDNR: Wisconsin Department of Natural Resources.
- D. Technical Standards: Wisconsin Department of Natural Resources Storm Water Management Technical Standards

1.03 PERMITS

- A. Comply with permits, if any, identified in Section 01 11 00 – Summary of Work.

1.04 PAYMENT PROCEDURES


- A. Cost for erosion control shall be paid according to the various unit prices included in the Bid. If individual items are not included in the Bid, the cost of this work shall be considered incidental to adjacent utility and roadway construction work.
- B. Site Maintenance, unless otherwise specified, is incidental to adjacent utility and roadway construction work.

1.05 QUALITY ASSURANCE

- A. Erosion Control products not included in WisDOT PAL are not acceptable.
- B. Submit product data in accordance with Section 01 14 00 – Work Restrictions.

PART 2 – PRODUCTS**2.01 WisDOT PAL**

- A. All products shall be as specified in current version of WisDOT PAL and WDNR Technical Standards.


	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Erosion Control and Site Maintenance		
		Section:	31 25 00		
		Bid Number:	2468-22	Page:	2 of 3

PART 3 – EXECUTION

3.01 EROSION CONTROL REQUIREMENTS

- A. Contractor shall not begin work until after initial erosion and sediment control devices are in place and approved by Engineer.
- B. Comply with notes, if any, including the drawings.
- C. Erosion control permits establish minimum erosion control measures required.
- D. Furnish additional erosion control measures as needed based on the work plan and to adjust to field conditions.
- E. Inspect all manholes and catch basins weekly or when requested by Engineer for materials that may be deposited in them. Remove and dispose of deposited material.
- F. All erosion control measures shall be implemented in accordance with WDNR Technical Standards, available at:
http://dnr.wi.gov/topic/stormwater/standards/const_standards.html
- G. Construct temporary tracking at all vehicle entrances/exits to the site. Each pad shall be 25 feet wide and a minimum of 50 feet in length. The pads will be at least 12-inch thick consisting of 3 inches to 6 inches clear washed stone. Install tracking pads prior to any traffic leaving the site. Clean up sediment that leaves the site as soon as practical, no later than the end of the work day. Maintain tracking pad by scraping or top-dressing with additional aggregate.
- H. Install silt fence parallel to the contours located downslope from the construction areas. Remove sediment and properly disposed of when the deposits reach half the height of the fence.
- I. Install inlet protection in all downslope drainage inlets. Remove sediment and properly disposed of and restore to its original dimensions when the sediment has accumulate to half the design depth of the device.
- J. Should dust be generated, it will be controlled by spraying the exposed grade with water. Water shall be applied at rates so that runoff does not occur.
- K. The use, storage and disposal of construction materials such as chemicals, cement, compounds and other construction/building materials used on the site shall be managed to prevent their transport off site. All waste materials shall be properly disposed of in compliance with all Federal, State and Local requirements.
- L. Stabilize the site with topsoil, permanent seed, fertilizer, mulch or erosion mat as detailed on the drawings to establish vegetation as soon as site disturbing activities have been completed. All seeded areas shall be watered for the first six weeks. Watering shall take place whenever more than 7 days of dry weather elapse. Stockpiles that are inactive for more than 14 consecutive days will be stabilized. Areas of exposed soils that will not see any land disturbing activities for a period greater than 30 days will receive temporary stabilization.

PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Erosion Control and Site Maintenance		
		Section:	31 25 00		
		Bid Number:	2468-22	Page:	3 of 3


- M. Excavated trench material shall be placed on the high side of the trench. Immediately following the pipe installation, the trench shall be backfilled, compacted and stabilized at the end of the working day.
- N. Construction site diversion shall be used to intercept, divert and safely convey runoff on the site in order to divert clean water away from disturbed areas or redirect sediment laden waters to an appropriate sediment control device. Sediment shall be removed and properly disposed of once the deposits reach half the height of the diversion structure.

3.02 SITE MAINTENANCE

- A. Maintain the project area and surrounding area by removing waste and rubbish on a daily basis.
- B. Do not flush out concrete trucks or any other equipment onto existing completed public streets, walks, gutters, terraces, or boulevards.
- C. At the completion of the work, remove all hubs, lath, signs, excess excavation and construction materials. Sweep roadway surface to remove surface contaminants and other debris.
- D. Do not drag, push, or scrape material across or along the finished pavement or surface course.
- E. Before requesting acceptance of the work, clean out soil, silt, or debris of drainage installations and structures constructed under the contract. Remove materials in other drainage installations or structures due to contractor's operations.

END OF SECTION

PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Pavement, Curb and Gutter, and Sidewalks		
		Section:	32 10 00		
		Bid Number:	2468-22	Page:	1 of 5

PART 1 – GENERAL**1.01 SUMMARY**

- A. Provide base aggregate, concrete pavement, concrete sidewalk, concrete curb and gutter, concrete driveway, pedestrian curb and asphalt pavement at the locations shown on the drawings.
- B. This is a standard City Specification. Materials and Items of work in this specification may not be required for all projects. Refer to Bid form and Plans to determine materials and items of work required.

1.02 DEFINITIONS

- A. WisDOT Specs: Wisconsin Department of Transportation Standards Specifications for Highway Construction, latest Edition.

1.03 PAYMENT PROCEDURES

- A. Unit Prices:
 - 1. Payment for Base Aggregate is on a per ton or square yard basis furnished as specified in the bid form.
 - 2. If Base Aggregate is included in an item of work, as identified on the bid form, payment for providing base aggregate is included in the unit price for that item.
 - 3. Payment for Subgrade Reinforcement is on a square yard basis furnished specified on the bid form.
 - 4. Payment for Breaker Run is on a per ton or square yard basis furnished and compacted as specified in the bid form.
 - 5. Payment for Concrete Pavement, Concrete Sidewalk and Concrete Driveway is on square yard basis furnished as specified in the bid form.
 - 6. Payment for Concrete Curb and Gutter and Pedestrian Curb is on linear foot basis furnished as specified in the bid form.
 - 7. Payment for Asphalt Pavement is on a per TON basis furnished as specified in the bid form.
 - 8. Include the cost of work specified in this section in the appropriate Bid Item.
 - 9. Include cost of joint sealing in the appropriate Bid Items.
 - 10. Payment for pavement marking is on a per LF basis furnished as specified on the bid form.


1.04 SUBMITTALS

- A. Submit Product Data in accordance with Section 01 14 00 – Work Restrictions.
 - 1. Include in Submittal:
 - a. Source of Aggregate
 - b. Production Test Results
 - c. Test Results.

PART 2 – PRODUCTS**2.01 BASE AGGREGATE MATERIALS**

- A. Furnish aggregate from WisDOT approved sources.

PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Pavement, Curb and Gutter, and Sidewalks		
		Section:	32 10 00		
		Bid Number:	2468-22	Page:	2 of 5

- B. Conform to WisDOT Spec Section 305 for gradation requirements.
 - 1. Place 1.25-inch gradation under all concrete pavement, concrete curb and gutter, asphalt pavement, and driveways.
 - 2. Place 3/4-inch gradation under all sidewalks.

2.02 SUBGRADE REINFORCEMENT

- A. Tensar TraiAx TX140 Geogrid.

2.03 BREAKER RUN

- A. Furnish aggregate from WisDOT approved sources.
- B. Maximum size: 6-inches

2.04 CONCRETE

- A. Furnish aggregate from WisDOT approved sources.
- B. Conform to WisDOT Specification Section 501.

2.05 CURB RAMP DETECTABLE WARNING FIELDS

- A. Furnish Neenah Foundry R-4984-24B (Natural Patina)

2.06 JOINT SEALER


- A. Hot-Poured elastic joint sealer conforming to ASTM D3405

2.07 ASPHALTIC MIX, ASPHALTIC MATERIAL AND TACK COAT

- A. Furnish aggregate from WisDOT approved sources.
- B. Conform to WisDOT Specification Sections 450, 455 and 460.
- C. Mix Design and thickness as shown drawings.

2.08 PAINT

- A. Furnish paint from WisDOT approved sources.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Pavement, Curb and Gutter, and Sidewalks		
		Section:	32 10 00		
		Bid Number:	2468-22	Page:	3 of 5

2.09 SEED, FERTILIZER AND MULCH

- A. All shall be placed by hydro-seed methods.
- B. Seed Mixture: Conform to WisDOT Standard Specifications Sec. 630.2.1.5.1.1.2, #40. Apply at a rate of 2 lbs/1000 sq. ft.
- C. Mulch: Cellulose fiber mulch applied at the rate of 1500 lbs/acre.
- D. Tackifier: Organic tackifier applied at the rate of 70 lbs/acre.
- E. Fertilizer: Conform to WisDOT Standard Specifications Sec. 629 for Type Fertilizer. Apply at rate of 7lbs/ 1000 sq. ft.
- F. Hydro-seeding application equipment shall incorporate an agitation system that will suspend and homogeneously mix the slurry.

PART 3 – EXECUTION

3.01 SUB BASE PREPARATION


- A. Check subbase for soundness and elevations. Prepare subbase for base course placement by scraping down or filling irregularities. Compact subbase prior to base course placement.
- B. Proof roll the prepared subbase. Make multiple passes to test entire area. Remove and replace areas where displacement in base (yielding, heaving, cracking or other signs of instability), in the opinion of the Engineer, is more than 1 inch under a fully-loaded tandem-axle dump truck. Excavate and backfill displaced areas with new base course material, compact, and retest. Do not begin placement of base course until deficient areas have been corrected.

3.02 BASE AGGREGATE PLACEMENT

- A. Conform to the requirements of WisDOT Spec Section 305 for placement requirements and as modified herein.
- B. Base aggregate shall extend 36-inches outside pavement and curb and gutter, or as specified on the drawings.
- C. Existing base aggregate may be re-used with the written approval of the Engineer.
- D. Maintain drainage during and after placement of base aggregate.

3.03 CONCRETE FORMS

- A. Construct forms to the exact sizes, shapes, lines, and dimensions shown, and as required to obtain accurate alignment, location, grades, and level and plumb work in the finished concrete. All forms must be inspected and approved by the Engineer or his authorized representative, prior to placement of concrete.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Pavement, Curb and Gutter, and Sidewalks		
		Section:	32 10 00		
		Bid Number:	2468-22	Page:	4 of 5

- B. Forms shall be straight and of sufficient strength to resist the pressure of the concrete without bending, tipping, and other deformation. Bracing and staking of forms shall be such that the forms remain in both horizontal and vertical alignment until their removal.
- C. Forms shall not be removed from freshly placed concrete until it has hardened sufficiently to resist spalling, cracking or any other damage.
- D. Curb Machines may be used to construct curb provided the curb can be constructed to the requirements of the specifications.


3.04 CONCRETE PAVEMENT AND DRIVEWAYS

- A. Construct Concrete Pavement in accordance with WisDOT Spec Section 415 at the location and to the thicknesses the plans show and as modified herein.
- B. Seal all joints in concrete pavement:
 - 1. Place joint sealer in accordance to the manufacturer's instructions. All longitudinal, transverse, and construction joints shall be sealed prior to allowing any traffic on the pavement.
 - 2. Joints shall not be sealed until they have been inspected and approved by the Engineer.
 - 3. Should any spalling of the sawed edges occur that would in the judgment of the Engineer detrimentally affect the joint-sealing ability, such spalled areas shall be patched with an approved epoxy which shall be allowed to harden prior to installation of the joint seal. Each patch shall be true to the intended neat lines of the finished cut joint.
 - 4. Application of the joint sealer shall be made when the joint surfaces are clean and dry. Joints shall be cleaned and dried to accept the sealing material in accordance to the manufacturer's recommendations.
 - 5. All longitudinal and transverse concrete pavement joints, including the joint between the pavement and the curb and gutter and any joints in the curb and gutter shall be sealed. The sealant shall be tooled flush with or recessed up to a maximum of $1/16" \pm 1/64"$ below the concrete surface. Overbonding will not be allowed. Material remaining on the surface of the pavement shall be removed without damaging the sealant in the joint.

3.05 STAMPING COLORED CONCRETE, BUTTERFIELD U15 CORAL BUFF UNIMIX (HERRINGBONE PATTERN)

- A. Construct Stamping Colored Concrete in accordance with WisDOT Spec Section 405 at the location and dimensions as shown on the plan and as modified herein.
 - 1. Replace standard specification 405.2.1.1(1) with the following:
 - a. (1) Integrally color concrete using non-fading pigments conforming to ASTM C979. For Butterfield U15 Coral Buff Unimix use synthetic pigment as required by the manufacturer at a loading of at least the recommended minimum percent or more by weight of total cementitious material in the mix.
 - 2. Replace standard specification 4.05020101(3) with the following:
 - a. (3) The City of Sheboygan will accept the color based on comparison to color samples available for viewing at the City office.
 - 3. Replace the entire contents of standard specification 4.5.2.2 with the following:
 - a. (1) Furnish Butter field U15 Color Buff Unimix full-depth colored concrete conforming to the standard spec 405.2.1.

PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Pavement, Curb and Gutter, and Sidewalks		
		Section:	32 10 00		
		Bid Number:	2468-22	Page:	5 of 5

- b. (1) Use a herringbone patter for the Butterfield U15 Coral Buff Unimix color. All stamps will be supplied by the City. Damage or loss of the stamps shall be paid by the contractor.
 - 4. Replace the entire contents of standard specification 405.3.2 with the following:
 - a. (1) Color concrete full-depth conforming to standard spec 405.3.1.
 - b. (2) The colored and stamped colored concrete shall be poured in one layer. All colored concrete within a single "area" shall be poured in no more than two consecutive work days in that single "area". All textured concrete surfaces under this item shall receive Butterfield RCL Clear Liquid Release. Two applications are required for uniform coverage. The sealer shall be Buttefield Clear Guard.

3.06 CONCRETE SIDEWALK

- A. Construct Concrete Sidewalk in accordance with WisDOT Spec Section 602 at the location and to the dimensions the plans show.
- B. Construct Curb Ramp Detectable Warning Fields in accordance with WisDOT Spec Section 602 at the locations the plans show.

3.07 CONCRETE CURB AND GUTTER AND PEDESTRIAN CURB

- A. Construct Concrete Curb and Gutter and Pedestrian Curb in accordance with WisDOT Spec Section 601 at the location and to the dimensions the plans show and as modified herein.
- B. When constructed adjacent to new or existing concrete pavement, seal all joints in accordance with the Paragraph 3.04.B of this specification section.

3.08 ASPHALT PAVEMENT

- A. Construct Asphalt Pavement in accordance with WisDOT Spec Sections 450, 455 and 460 at the location and to the thicknesses the plans show.


3.09 MILLING

- A. Mill existing roadway in accordance with WisDOT Spec Section 204 at the location and to the depth the plans show.

3.09 PAVEMENT MARKINGS

- A. Contractor to provide pavement markings as delineated in the construction documents in accordance with the Wisconsin Department of Transportation's Standard Specification.

END OF SECTION

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Sewer Lining		
		Section:	33 01 31		
		Bid Number:	2468-22	Page:	1 of 5

PART 1 – GENERAL

1.01 SUMMARY


- A. The storm and sanitary sewers were televised in the spring of 2021. Videos and reports are available by contacting the City Project Manager, Kevin Jump, by email at kevin.jump@sheboyganwi.gov to request access.
- B. Lining Qualifications:
 - 1. The Contractor shall have a minimum of 2 years experience in the installation of sewer liners and shall have installed a minimum of 1 00,000 liner feet of cured-in-place-pipe.
- C. Measurement and Payment:
 - 1. Materials and installation as described below:
 - a. Mobilization and site preparation.
 - b. Televising of sanitary sewer to determine installed conditions.
 - c. Cleaning of existing sanitary sewers to condition necessary for proper installation of product.
 - d. Determining if existing service connections are active or inactive.
 - e. Placement of lining material within sanitary sewer.
 - f. Flow control, including bypass pumping, if required.
 - g. Reinstatement and reconnection of active service connections.
 - h. Sewer testing and internal inspections of installation.
 - i. Cleanup.
 - j. Other appurtenant and incidental work.
 - 2. Measurement for Payment:
 - a. Measure sanitary sewer on straight horizontal line along centerline of sewer.
 - b. Do not include distance through manholes in measurement.
 - 3. Payment:
 - a. Include cost of Work listed herein in appropriate unit price bid per linear foot.

1.02 REFERENCES

- B. American Society for Testing and Materials (ASTM):
 - 1. ASTM 0543 Test Method for Resistance of Plastics to Chemical Reagents
 - 2. ASTM 0638 Test Method for Tensile Properties of Plastics
 - 3. ASTM 0790 Test Method for Tensile Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
 - 4. ASTM F1216 Rehabilitation of Existing Pipelines and Conduits by Inversion and Curing of a Resin-Impregnated Tube

1.03 SUBMITTALS

- C. Submit Product Data in accordance with Section 01 14 00 – Work Restrictions.
 - 1. Include in Submittal:
 - a. Product Data:
 - 1) Manufacturer's product literature, application and installation requirements for materials used in liner.
 - 2) Manufacturer's product certification for materials used in liner.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Sewer Lining		
		Section:	33 01 31		
		Bid Number:	2468-22	Page:	2 of 5

- b. Contractor:
 - 1) List completed projects, including location and contact (minimum 1 00,000 linear feet).
 - 2) Proposed plan for bypassing sewage during liner installation.
- c. Post Lining Submittals:
 - 1) Testing results per section 3.05.0.
 - 2) CCTV video and reports (pre & post lining) per section 3.05.E.
 - 3) See "Requirements for Digital Data Delivery" following this specification section.


PART 2 – PRODUCTS

2.01 CURED IN PLACE LINER

- A. Resin:
 - 1. Polyester resin for general chemical applications:
 - 2. a. Up to 5% by mass thixotropic agent which will not interfere with visual inspection may be added for viscosity control.
 - 3. b. Resins may contain pigments, dyes or colorants which will not interfere with visual inspection of cured liner.
- B. Reinforcing Material:
 - 1. Non- Woven, needle interlocked polyester felt formed into sheets of required thickness.
 - a. Felt tubes may be made of single or multiple layer construction, with any layer not less than 1.5 mm thick.
 - b. Mechanical strengthener membrane or strips may be sandwiched in between layers where required to control longitudinal stretching.
 - c. Liners shall have a bonded internal polyurethane membrane, which must be left on the internal surface of liner after curing.
 - d. Minimum thickness of bonded polyurethane membrane and inner liner, if used shall be 0.3 mm, +5%, and shall not affect structural dimension requirements of cured liner.
- C. Felt Content:
 - 1. Content shall ensure cured thickness of liner as specified.
 - 2. Thickness of cured liner to be as specified (+1 0%-4%) and shall not include thickness of polyurethane inner liner.
- D. Resin Content:
 - 1. 10 to 15% by volume greater than volume of felt in liner bag.
- E. Cured liner shall conform to minimal structure standards listed:

	Standard	Value
Tensile Strength	ASTM D638	3,000 psi
Flexural Modulus of Elasticity	ASTMD790	250,000 psi
Flexural Strength	ASTM D790	4,500 psi

- F. Liner Pipe Thickness Design Criteria:
 - 1. Minimum depth of cover over sewer will be 10.0 ft.
 - 2. Ground water height will be one-half of soil cover.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Sewer Lining		
		Section:	33 01 31		
		Bid Number:	2468-22	Page:	3 of 5

3. Ovality will be 2.0%.
 4. Partially deteriorated pipe.
 5. Unit weight of soil is 120 pcf
 6. Safety factor of 2.
 7. All liners must meet a minimum thickness of 6 mm.
 8. Contractor must submit design data and cured-in-place pipe liner thickness for each run of pipe from manhole to manhole to the Project Engineer.
- G. Fabricate liner to size that when installed will fit internal circumference of pipe. Allowance shall be made for circumferential stretching during insertion.
- H. Meet requirements of ASTM F-1216.

PART 3 – EXECUTION

3.01 EXAMINATION


- A. Examine condition of pipe interior before starting work.
- B. CCTV Examination:
 1. Televis interior of pipe prior to lining and provide video to OWNER.
 2. Use pan and tilt color 3 lux camera to view the sewer service lateral connections.
 3. See "Requirements for Digital Data Delivery" following this specification section.

3.02 PREPARATION

- A. Prior to liner installations sufficiently remove protruding taps, mineral deposits, roots and other debris from sewer line to the industry standard of 95% of the pipe diameter.
- B. If offset joints or collapsed pipe sections are present that will prevent insertion of the liner- Notify the Engineer immediately. Repairs for these conditions are not part of the scope of this project and will be completed only after the Engineer issues written authorization.
- C. Sewage Bypassing:
 1. Provide for flow of sewage around sections of pipe to be lined.
 2. Pump or bypass lines shall be of adequate size and capacity to handle flow. b. Coordinate bypassing operations with owner.

3.03 INSTALLATION

- A. Preparation of Liner:
 1. Resin Impregnation:
 - a. Designate location where uncured resin in original containers and unimpregnated liner will be vacuum impregnated prior to installation. Installer shall allow engineer to inspect materials and "wet out" procedure.
 - b. Resin and catalyst system compatible with requirements of this method shall be used. Quantities of liquid thermosetting materials shall be to manufacturer's standards to provide lining thickness required.
 - c. Transport resin impregnated liner to site immediately prior to inversion in suitable
 - d. light-proof container with temperature maintained below 40 degrees Fahrenheit

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Sewer Lining		
		Section:	33 01 31		
		Bid Number:	2468-22	Page:	4 of 5

B. Insertion of Liner:

1. Insert liner through an existing manhole by means of an inversion process. Lubricant may be used.

C. Curing Liner:

- a. After inversion is complete, apply heat source and recirculation equipment.
- b. Equipment shall be capable of uniformly raising the temperature of the liner above the temperature required to effect cure of resin.
- c. Provide suitable monitors to gauge temperature of incoming and outgoing heating source. Place second gauge between impregnated liner and pipe invert at remote manhole to determine temperatures during cure. Temperature in line during cure period shall be as recommended by resin manufacturer.
- d. Initial cure shall be complete when inspection of exposed portions of liner to be hard and sound and remote temperature sensor indicates that temperature is of magnitude to realize an exotherm.
- e. Cool hardened liner to temperature below 100 degrees F before relieving pressure in the liner.

3.04 CONNECTIONS

A. Service Connections:

1. Locations:
2. Determine service connection locations from television inspection video tapes.
3. Reinstatements:
 - a. Reinstall and reconnect service connections unless service connection is deemed to be inactive.
 - b. Reconnect services without excavation by television camera and cutting device that re-establishes services for minimum of 95% of the flow capacity.
 - c. Sanitary services shall not be out of service for more than 24 hours during lining process.


B. Manholes Connections:

1. Reconstruct benches and channels in manholes with grout to match new invert elevations.
2. At the connection to the manhole, provide a watertight seal between the host pipe and liner pipe

3.05 FIELD QUALITY CONTROL

A. Finished liner:

1. Liner shall be continuous over entire length of insertion run and be as free as commercially practicable from visual defects such as foreign inclusions, dry spots, pinholes and delaminations.
2. During curing process, gauge water tightness under positive head.
3. Liner shall conform to shape of pipe existing before installation and not be out of round by more than 15%.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Sewer Lining		
		Section:	33 01 31		
		Bid Number:	2468-22	Page:	5 of 5

B. Liner Thickness:

1. Cured liner shall be accurately measured and shall not be more than 5% less than thickness specified.

C. C. Felt and Resin Content of Liner:

1. Visually inspect liner to ensure number of layers of felt conforms to specified number of layers and thickness.
2. Calculate resin to felt ratio by weight.
3. Ratio shall fall in range 1.0:1 to 1.15:1.

D. Testing:

1. Flexural Strength and Modulus of Elasticity:
 - a. Testing shall be completed by a 3rd party in accordance with ASTM D790 .
 - b. Specimens tested shall be actual thickness of fabricated liner.
 - c. Do not machine specimen on surface.
 - d. Make test with smooth (inner) face in compression using 5 specimens.

E. CCTV Examination:

1. Televiser interior of pipe after completion of Work and provide video to OWNER.
2. Use pan and tilt color 3 lux camera to view the sewer service lateral connections.
3. See "Requirements for Digital Data Delivery" following this specification section.


3.06 CLEANING AND RESTORATION

- A. At completion of work, remove rubbish, debris, dirt, equipment and excess material from site. Clean and restore adjacent surfaces soiled by and during course of work.

END OF SECTION

- 1) The City of Sheboygan uses ITpipes as the repository for their CCTV inspection data. The final format for delivery to the City of Sheboygan is in a file format that can be directly imported into ITpipes without manipulation of any kind by the City of Sheboygan.
- 2) The City of Sheboygan uses NASSCO's Pipeline Assessment and Certification Program (PACP) Coding format.
- 3) Inspections submitted with incorrect or missing data will be returned to the Service Provider for corrections at no additional cost to the City of Sheboygan.
- 4) Submit all sewer reports and videos to the Project Manager in the data format used by the Service Provider for review prior to converting to ITpipes format.
- 5) Each submittal to the project manager shall include the ITpipes software database file and videos in the approved structure and format. The Service Provider shall make all adjustments necessary to adhere to the required format specified herein.
- 6) For more information regarding data conversion to ITpipes format contact:
 - a. e-mail: info@itpipes.com
 - b. Phone: 1-877-487-4737
 - c. Web: www.itpipes.com
 - d. Ross Brown at ross@itpipes.com
 - e. Ross Brown at (262) 347-7582

PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Concrete Manholes, Catch Basins, and Inlets.		
		Section:	33 05 61		
		Bid Number:	2468-22	Page:	1 of 7

PART 1 – GENERAL**1.01 SUMMARY****A. Section Includes:**

1. Precast concrete manholes, catch basins, and inlets.
2. Castings and other components.
3. Adjusting concrete manholes, catch basins, and inlets.

1.02 DEFINITIONS

- A. Standard Specifications: Standard Specifications for Sewer and Water Construction In Wisconsin, December 22, 2003, including Addenda 1 and 2, dated December 22, 2004 and April 22, 2008, respectively.
- B. ASTM: American Society for Testing and Materials

1.03 PAYMENT PROCEDURES:**A. Unit Prices:**


1. Payment for Manholes, Inlets, and Catch Basins are on a per unit EACH basis furnished as specified in the bid form.
2. Payment for adjusting Manholes, Inlets, and Catch Basins installed under the contract is incidental to the cost of the Manholes, Inlets, and Catch Basins.
3. Payment for Adjusting Manholes, Inlets, and Catch Basins not installed as part of this contract is on a per EACH basis as specified in the bid form.
4. Frames, Lids, and Covers for Manholes, Inlets, and Catch Basins installed under the contract are incidental to the cost of the Manholes, Inlets, and Catch Basins.
5. Payment for Frames, Lids, and Covers for Manholes, Inlets, and Catch to be replaced under this contract is included in the cost of adjusting Manholes, Inlets, and Catch Basins.
6. Payment for Chimney Seals is on a per EACH basis furnished for each manhole as specified in the bid form.
7. Payment for External Joint Seals is on a per EACH basis furnished for each manhole as specified in the bid form.
8. Payment for Inlet Repair is on an Each Basis as specified on the bid form.
9. Include the cost of work specified in this section in the appropriate Bid Item.

1.04 SUBMITTALS**A. Product data:**

1. Manufacturer's specifications and other data needed to prove compliance with specified requirements.
2. Manufacturers recommended installation procedures.
3. Provide certification reports attesting that materials supplied meet referenced specifications.

- B. Shop drawings for precast structures showing elevations and dimensions. Submit in accordance with Section 01 14 00 – WORK RESTRICTIONS.

PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Concrete Manholes, Catch Basins, and Inlets.		
		Section:	33 05 61		
		Bid Number:	2468-22	Page:	2 of 7

1.05 HANDLING AND DELIVERY OF MATERIALS

- A. Inspect materials during unloading process and notify Engineer of cracked, flawed or otherwise defective material,

1.06 MAINTAINING SEWER SYSTEM

- A. Maintain flow in sanitary sewers on continuous basis while construction is underway.
- B. Plug sewers with inflatable plug. Provide pumps, portable generators, hoses, and related items appurtenant to the Work.
- C. Sewer service lines to individual users may be disconnected for a period not to exceed 4 hours.
- D. Secure manholes and structures immediately after completion or before suspension of operations at the end of working day with casting or suitable alternative device.
- E. Mark structures susceptible to being hit by construction or vehicular traffic

1.07 QUALITY ASSURANCE


- A. Individual pre-cast manhole sections may be rejected because of any of the following reasons:
 - 1. Fractures or cracks passing through shell, except for single end crack not exceeding depth of joint.
 - 2. Defects indicating imperfect proportioning, mixing, and molding.
 - 3. Surface defects indicating honeycombed or open texture.
 - 4. Internal diameter of section varying more than 1% from nominal diameter.
 - 5. Any continuous crack having surface width of 0.01 in. or more and extending for length of 12 in or more, regardless of position.

PART 2 - PRODUCTS

2.01 SANITARY SEWER PRECAST CONCRETE MANHOLES

- A. Precast Sections:
 - 1. Conform to ASTM C478.
 - 2. Dimensions: As indicated on Drawings.
 - 3. Structure Bases:
 - a. Pre-cast integral with bottom section of manhole.
 - b. Extend base 6" beyond outside of barrel section.
 - c. Pre-cast invert.
 - d. Outside Drop: Manhole bottom section to be pre-cast as monolithic base containing lower elbow for drop.
 - 4. No "see through" lift holes.
 - 5. No Manhole Steps.
 - 6. Cone: Eccentric.
 - 7. Adjustment: Total height of adjustment shall be a minimum of three (3) inches and a maximum of six (6) inches.
 - 8. Joints between Precast Sections: Rubber o-ring gasket type or Butyl Rubber Sealant.
 - 9. Pipe to Manhole Connection:
 - a. Rubber boot with stainless steel band.
 - b. Watertight.

PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Concrete Manholes, Catch Basins, and Inlets.		
		Section:	33 05 61		
		Bid Number:	2468-22	Page:	3 of 7

10. Mark each precast section with name or trademark of manufacturer and date of manufacture. Marking shall be indented into manhole section or painted with waterproof paint.

2.02 STORM SEWER PRECAST CONCRETE MANHOLES

A. Precast Sections:


1. Conform to ASTM C478.
2. Dimensions: As indicated on Drawings.
3. Structure Bases:
 - a. Pre-cast integral with bottom section of manhole.
 - b. Extend base 6" beyond outside of barrel section.
 - c. No Pre-cast invert.
4. No "see through" lift holes.
5. No Manhole Steps.
6. Cone: Eccentric or flat-top.
7. Adjustment:
 - a. Eccentric Cone: Total height of adjustment shall be a minimum of three (3) inches and a maximum of six (6) inches.
 - b. Flat-top: Total height of adjustment shall be a minimum of eight (8) inches and a maximum of twelve (12) inches.
8. Joints between Precast Sections: Rubber o-ring gasket type or Butyl Rubber Sealant.
9. Pipe to Manhole Connection:
 - a. Fill Annular Space with Cementitious Non-Shrink Grout.
 - b. Watertight.
10. Mark each precast section with name or trademark of manufacturer and date of manufacture. Marking shall be indented into manhole section or painted with waterproof paint.

2.03 STORM SEWER PRECAST INLETS

A. Precast Sections:

1. Conform to ASTM C478.
2. Dimensions: As indicated on Drawings.
3. Structure Bases:
 - a. Pre-cast integral with bottom section of manhole.
 - b. No Pre-cast invert.
 - c. Sump, as identified in Drawings.
4. No "see through" lift holes.
5. Adjustment:
 - a. Total height of adjustment shall be a minimum of three (3) inches and a maximum of six (6) inches.
6. Joints between Precast Sections: Rubber o-ring gasket type or Butyl Rubber Sealant.
7. Pipe to Manhole Connection:
 - a. Fill Annular Space with Cementitious Non-Shrink Grout.
 - b. Watertight.
8. Mark each precast section with name or trademark of manufacturer and date of manufacture. Marking shall be indented into manhole section or painted with waterproof paint.

PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Concrete Manholes, Catch Basins, and Inlets.		
		Section:	33 05 61		
		Bid Number:	2468-22	Page:	4 of 7

2.04 FRAMES AND COVERS

- A. Grey Iron meeting ASTM A48, Class 35B
- B. Manhole Castings – Sanitary:
 - 1. Neenah Foundry Frame: R-1550
 - 2. Neenah Foundry Lid: Type “B” solid lid with self-sealing gaskets and concealed pick holes.
- C. Manhole Castings – Storm:
 - 1. Neenah Foundry Frame: R-1550-A
 - 2. Neenah Foundry Lid: R-1050, vented lid.
- D. Curb Inlet Castings:
 - 1. Neenah Foundry Frame: R-3067
 - 2. Neenah Foundry Curb Box: R-3067-7004 with the words “Dump No Waste Drains to Lake”
 - 3. Neenah Foundry Grate: Type L
- E. Curb Inlet Casting with Driveway Plate:
 - 1. Neenah Foundry Frame: R-3067 with Curb Plate
 - 2. Neenah Foundry Grate: Type L
- F. Off-Road Inlet Manhole Castings:
 - 1. Neenah Foundry Frame: R-1550-A
 - 2. Neenah Foundry Lid: R-2050.

2.05 ADJUSTING RINGS

- A. Concrete Adjusting Rings:
 - 1. Precast concrete with steel reinforcements, meeting ASTM G-478
- B. Expanded Polypropylene (EPP) Rings:
 - 1. Cretex Specialty Products – Pro-Ring.
 - a. Grade, Finish, and Angle Rings permitted.
 - b. M-1 Structural Adhesive/Sealant.


2.06 CEMENTITIOUS NON-SHRINK GROUT

- A. Premixed, non-metallic, high strength, non-shrink grout which meets the requirements of ASTM C-191 and C-827 as well as CRD-C-588 and C-621. When mixed to a mortar or "plastic" consistency, it shall have minimum one day and 28 day compressive strength of 6,000 and 9,000 psi, respectively.

2.07 INTERNAL CHIMNEY SEAL

- A. Internal Chimney seal as manufactured by Cretex Specialty Products, or approved equal.

PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Concrete Manholes, Catch Basins, and Inlets.		
		Section:	33 05 61		
		Bid Number:	2468-22	Page:	5 of 7

2.08 CAST IN PLACE BENCH

- A. Pour Cast-in-Place bench with Grade A Concrete.

2.09 EXTERNAL JOINT SEAL

- A. Flexible rubberized seal conforming to ASTM C923 held in place with stainless steel compression bands or butyl adhesive tape conforming to ASTM C877 or heat shrink sleeve over visco-elastic adhesive sealant.
- B. Minimum Width: 9-inches
- C. Approved Products:
 - 1. Mac Wrap, Mar Mac Manufacturing, Company Inc.
 - 2. NPC External Joint Seal, NPC, Inc.
 - 3. EZ-Wrap, Press-Seal Gasket Corporation
 - 4. Riser—Wrap, Pipeline Seal and Insulator
 - 5. Infi-Shield Gator Wrap, Sealing Systems, Inc.

PART 3 - EXECUTION

3.01 INSTALLATION


- A. Trench, backfill, and compact for work of this Section shall be in accordance with pertinent provisions of Section 31 23 33 – TRENCH EXCAVATION AND BACKFILL.

3.02 MANHOLE INSTALLATION

- A. Furnish and install structures in accordance with the Drawings.
- B. Place precast manhole base on compacted granular subgrade of least 6-inches in depth.
- C. Maximum allowable deviation from staked grade:
 - 1. Alignment: 0.30 feet.
 - 2. Elevation: 0.03 feet.
- D. Place mortar in lift holes

3.03 STORM SEWER MANHOLE BENCH

- A. Shape invert channels to be smooth and semicircular, conforming to inside of adjacent sewer sections.
- B. Make changes in direction of flow with a smooth curve of as large a radius as size of manhole will permit.
- C. Make changes in size and grade of channels smoothly and evenly.
- D. Form invert channels directly manhole base, with concrete. On manholes with straight through pipe invert may be formed by laying full section sewer pipe through manhole and cleanly breaking out top half after surrounding concrete has hardened.

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Concrete Manholes, Catch Basins, and Inlets.		
		Section:	33 05 61		
		Bid Number:	2468-22	Page:	6 of 7

- E. Smooth floor of manhole outside channels, and slope toward channels at not less than 1 inch per foot or more than 2 inches per foot.

3.04 SETTING CASTINGS –

A. New Structures

1. Set at elevation shown on Drawings. If directed by Engineer, set at elevations to match existing or proposed pavement.
2. Adjust castings to grade using concrete and EPP rings:
 - a. Only a single concrete ring will be allowed.
 - b. Do not use concrete rings less than 4-inches in thickness
 - c. Use a minimum of 2-inches of EPP rings.
 - d. EPP Rings shall be placed at the top, just below the casting.

B. Precast or Block Existing Structures (18-Inches Or Less Of Adjustment)

1. Adjustments of 6-inches or less be in accordance with paragraph 3.04.
2. Set at elevation shown on Drawings. If directed by Engineer, set at elevations to match existing or proposed pavement.
3. Adjust castings to grade using concrete and EPP rings:
 - a. A maximum of 3 concrete rings will be allowed.
 - b. Do not use concrete rings less than 4-inches in thickness
 - c. Use a minimum of 2-inches of EPP rings.
 - d. EPP Rings shall be placed at the top, just below the casting.

C. Precast or Block Existing Structures (Greater Than 18-Inches Of Adjustment)

1. Remove and replace concrete barrel, cone sections, flat tops or block following details shown on the plans.
2. Set castings in accordance with paragraph 3.04.

D. Brick Manholes

1. Remove exiting bricks to the depth identified in the plan.
2. Follow details on plans to reconstruction with block or pre-cast sections.
3. Adjust casting to grade in accordance with paragraph 3.04


3.05 CONCRETE RINGS:

- A. Secure adjustment rings with mortar, engineer-approved mastic, or other material approved by the Engineer.

3.06 EPP RINGS

- A. Installation and surface preparation shall be in accordance with the manufacturer's instructions as modified below.
1. Installation and surface preparation shall be in accordance with the manufacturer's instructions.
 2. The joint between the first grade ring and top of the manhole, catch basin, or structure shall be sealed using an adhesive/sealant meeting the requirements of Section 2.05.B.1.b.
 3. If the top of the manhole, catch basin or pre-cast structure is not level or is irregular, then a cementitious non-shrink grout meeting the requirements of Section 2.06 shall be

PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Concrete Manholes, Catch Basins, and Inlets.		
		Section:	33 05 61		
		Bid Number:	2468-22	Page:	7 of 7

used. A bed of grout shall be placed on the top surface of the pre-cast structure and then the first grade ring shall be embedded and leveled into the bed of material.

4. The remaining joints between all manhole adjustment rings and the frame and cover or grate shall be sealed using an adhesive/sealant meeting the requirements of Section 2.05.B.1.b
5. No other materials shall be used in the construction of the grade adjustment area beyond those specified above. Prohibited materials include, but are not limited to wood or wood shims of any kind, concrete, brick, block, stones.

3.07 INTERNAL CHIMNEY SEAL

- A. Install in accordance with Manufacturer's written instructions.

3.08 EXTERNAL JOINT SEAL

- A. Install in accordance with Manufacturer's written instructions.

3.09 MANHOLE OVER EXISTING PIPE

- A. Construct new manhole as specified, breaking upper half of existing pipe after base of manhole is completed so as not to obstruct flow of existing pipe.

3.10 INLET REPAIR

- A. All joints in the chimney and cone shall be pointed up with mortar on the interior of the manhole as necessary to make a smooth uniform surface.

3.11 TESTING AND INSPECTING

- A. Do not allow or cause any of Work of this Section to be covered up or enclosed until after it has been inspected.
- B. Precast reinforced concrete manholes, inlets, catch basins, risers and tops shall be subject to rejection for failure to conform to any specification requirements.
- C. Cleaning:
 1. Clean structures prior to final inspection for acceptance.

END OF SECTION

VIII

R. C. No. 247 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE. March 21, 2022.

Your Committee to whom was referred Res. No. 166-21-22 by Alderpersons Mitchell and Filicky-Peneski approving the Green Tier Legacy Communities 2021 Annual Sustainability Report and directing that the document be submitted to the Wisconsin Department of Natural Resources; recommends adopting the Resolution.

Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

Res. No. 166 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
March 7, 2022.

A RESOLUTION approving the Green Tier Legacy Communities 2021 Annual Sustainability Report and directing that the document be submitted to the Wisconsin Department of Natural Resources.

WHEREAS, the City of Sheboygan joined the Green Tier Charter in 2013, and the Charter provides valuable networking, grant opportunities, and resources for the City's sustainability initiatives; and

WHEREAS, a requirement of being a member of the Charter, is that an Annual Report be submitted by the end of March each year; and

WHEREAS, the City Sustainability Coordinator and City staff have prepared the annual report, a copy of which is attached hereto, which outlines the City of Sheboygan's 2021 sustainable accomplishments.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby approves the Green Tier Legacy Communities 2021 Annual Sustainability Report and directs City staff to submit the report to the Wisconsin Department of Natural Resources, the lead State agency in the Charter.

FYP
adopt



R. Filicky-Peneski

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



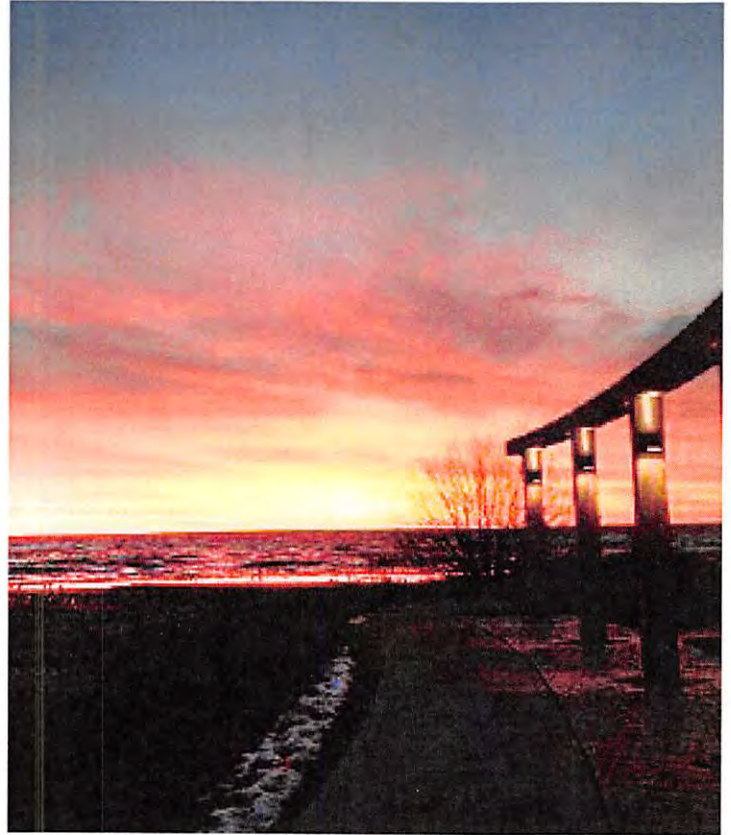
Green Tier Legacy Communities City of Sheboygan 2021 Annual Sustainability Report



INTRODUCTION

Item 35.

In 2021, coordination of Sheboygan's sustainability efforts occurred through quarterly green team meetings of those city departments implementing strategies to be more sustainable in their operations. Additional conversations have occurred with our key partners including Alliant Energy/Edgewater Generating Station and Wisconsin Public Service Corporation. City staff have been working very closely with Alliant Energy and their consultant on planning related to the upcoming shutdown of the coal-fired Edgewater Generation Station.



Shoreline Metro

Due to the nature of the COVID-19 Pandemic, Shoreline Metro had to make some adjustments to ensure the safety of riders. All Shoreline Metro buses required riders to wear masks, riders were encouraged only to make essential trips to reduce the amount of unnecessary contact, during peak hours of the day, and finally, supplemental buses and shuttles were utilized to accommodate the capacity limit of 15 riders per bus.



Bird Scooters

In April of 2021 the Common Council adopted an ordinance which would allow electric scooters to be used on the City streets. In May, Bird Rides Inc. deployed 50 rentable electric scooters into the City and by the end of the summer 100 scooters were available. The scooters can be rented through an app and then left at the rider's destination for other users to use.

In Bird's first summer in Sheboygan there were 523 active commuters who took 30,418 rides overall for a total of 55,941 miles traveled. These scooters have proven to be popular in their first season here and are a more environmentally friendly alternative to traditional modes of transportation.



Bike Lanes and Paths

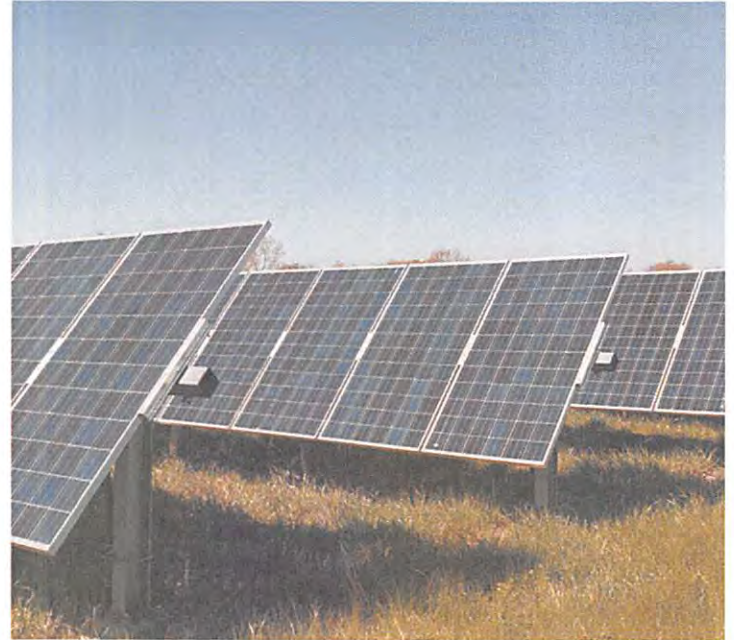
Notable projects for 2021 included reestablishing 18 miles of bike lane lines throughout the City of Sheboygan, the second phase of this project will be completed in 2022, which will include enhancing the "shared roadway" markings. Another notable project included fabricating and installing bike path signs alongside a newly established bike path through Kiwanis Park. The Division also worked with Sheboygan and Fond du Lac Counties Planning Departments on extending the Old Plank Trail signs on the newly developed trail system along State Hwy 23's expansion project.

ADA Sidewalk Improvements

The Department of Public Works concrete crews have been placing more yards of concrete due to the installation of American's with Disabilities Act accessible ramps. The crews work with the Engineering Division to learn how to use laser levels and set the proper grade for the accessible ramps. Crew members have also attended seminars to learn about the specific grades and requirements of the ADA Act. In 2021, streets crews installed the ADA-compliant ramps on our paving projects: South 12th Street, Superior Avenue, Park Avenue.

Alliant Energy Solar Farm

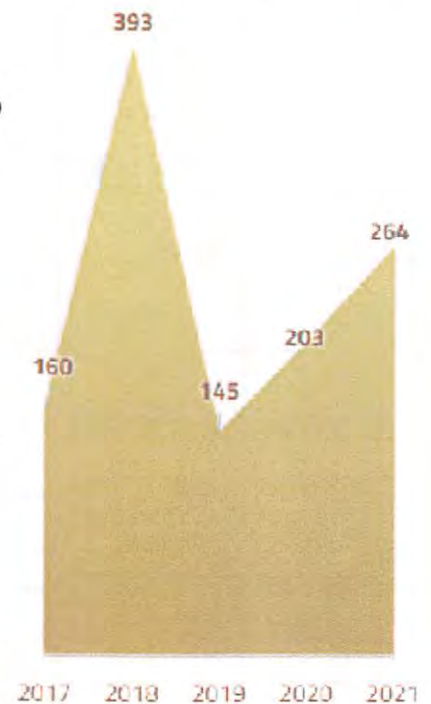
Alliant Energy and the City of Sheboygan reached an agreement to install a 1-megawatt (MW) solar facility in the Sheboygan Business Center on land leased from the City of Sheboygan with 3,042 ground mounted solar panels having been installed. The solar facility will add clean energy to the grid and help power the community for decades. Renewable energy is expected to attract new businesses to the area, especially companies looking to achieve their environmental, social, and corporate governance (ESG) goals. This unique partnership provides Alliant Energy and the City of Sheboygan an opportunity to create a clean energy future. The solar facility is expected to be operational by the end of 2021. In addition to the creation of the solar farm, Alliant Energy will be retiring their coal powered Edgewater plant by the end of 2022, one of the two last remaining coal plants in Wisconsin.



Conversion to LED Lights

The Facilities and Traffic Division of the Department of Public Works updated and installed 44 new LED Lumec light poles on 8th Street from Center Avenue to Virginia Avenue to include the side streets. Along with updating the light poles, all underground wiring and overcurrent protection were replaced. Once completed, the project will convert 264 Sternberg light poles to energy efficient Lumec light poles with an annual energy savings of \$7,195. The division also retrofit 190 Phillips Gardco Street light fixtures to energy efficient LED's which results in an annual energy savings of \$8,090.

LED Street Lighting Conversion



Anti-icing Prior to Snow Events

The Department of Public Works has started to use brine to treat the roadways. The use of brine (anti-icing) is applied up to three days prior to a snow event which prevents the snow and ice from forming a bond with the road surface. By using brine our salt usage was cut by 42% which reduces the amount of salt that bounced and scattered into the curb lines. In the 2020-2021 season the city saw 16 snow events for a total of 39 inches of snow using 2,276 tons of salt.

Replacing Sanitary Manholes

During the 2021 construction season, the DPW replaced 62 sanitary maintenance holes. The division uses precast concrete maintenance holes as replacements. They are often replacing cream city brick maintenances holes built by hand in the late 1800s. Using precast structures makes for faster and easier repairs, limiting the amount of time our employees are working in an excavation. Precast structures also limit the amount of infiltration from ground and surface water.

Along with replacing sanitary manholes, crews replaced catch basins and storm water manholes. Replacing the entire manhole with a precast concrete one is more effective methods over the long term because they allow little opportunity for groundwater infiltration.

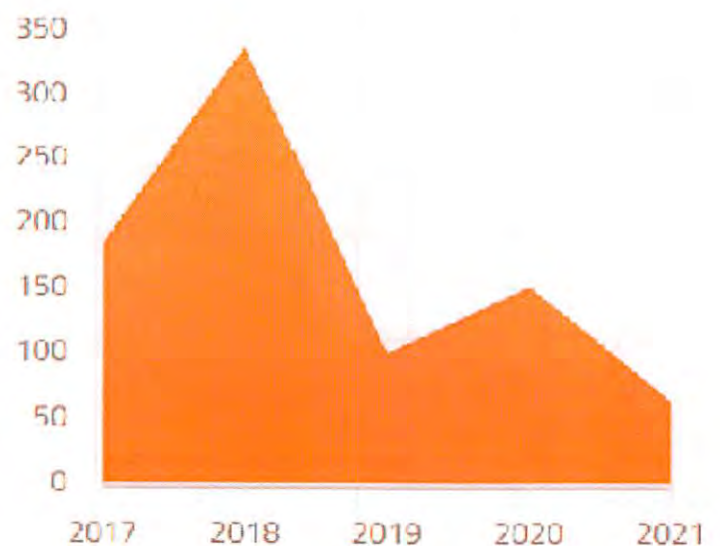


Street Sweeping and Sanitation

Due to water quality concerns, the State of Wisconsin now requires the City to permit its storm sewer system through the Wisconsin Department of Natural Resources (WDNR). The permit requires "best management practices" (BMP) to ensure water quality. Two major BMP are street sweeping and catch basin cleaning. In 2000, the Streets Division started to systematically clean catch basins. Prior to this period, the Division cleaned basins only on a complaint basis. The first year experienced a large amount of tonnage collected due to the infrequent cleaning in the past. In 2021, the Department of Public Works removed over 65 tons of debris from the catch basins.

The Department of Public Works also dispatches four street sweepers to comply with the WDNR's storm water permit requirements. During early spring, the DPW will dispatch all four sweepers for heavy sweeping. After, the City has been completely swept one time; two sweepers are kept on through the rest of the year as weather permits. In 2021, the Department swept over 7,330 miles of curb line and removed 715 tons of debris from the City streets.

Catch Basin Debris Removed (Tons)



Recycling and Composting

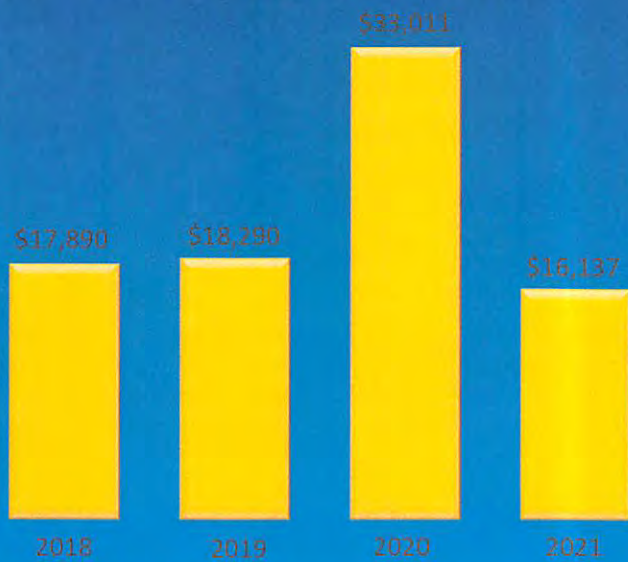
This year, the city collected 3,425 tons of recycling at the curb. 265 tons of scrap metal and 11,170 gallons of oil were also recycled. Additionally, 1,252 tons of leaves and 2,676 tons of yard waste were collected and sent to a vendor for composting. The city spent \$16,137 on branch grinding to create mulch for residents and city use.

Residential Recycling Center

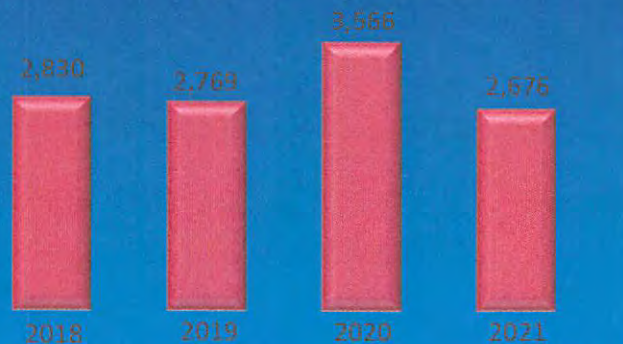
The Residential Recycling Center is a drop-off site that provides residents with a place to dispose scrap metal, yard waste, waste oil, and many other items not picked-up with curbside collection or banned from landfills. Currently, there is no charge for this service. The following is a summary of the utilization of the drop-off site.

DPW RECYCLING CENTER STATISTICS

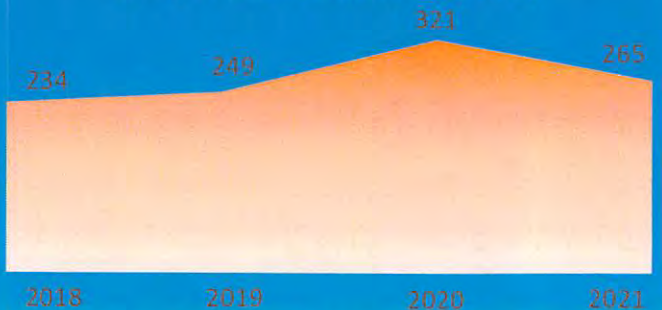
Annual Cost to Grind Branches



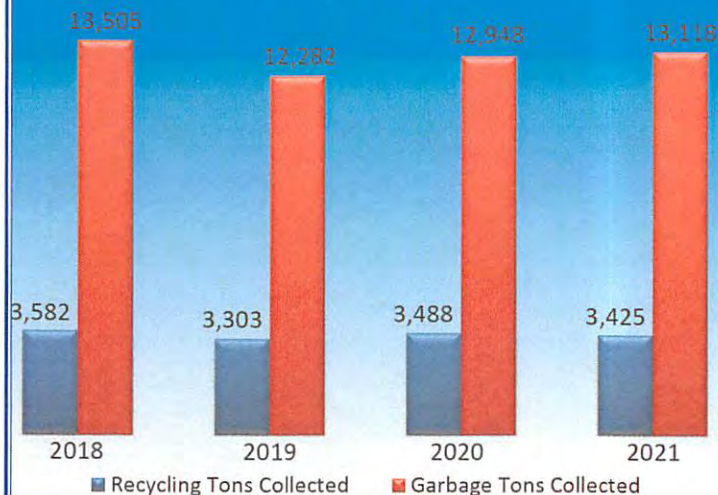
Annual Cost to Grind Branches



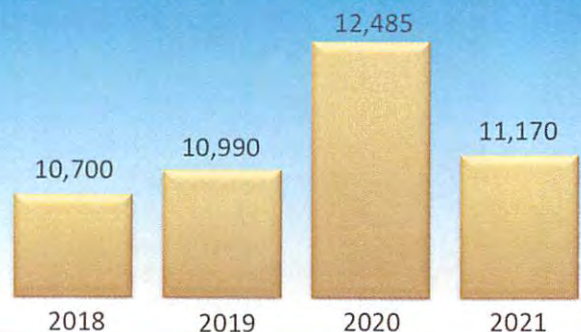
Scrap Metal Collected (Tons)



Refuse/Recycling Curbside Collection



Used Motor Oil Collected (Gallons)



Bluff Restoration

The Parks Division continues to work with Lakeshore Natural Resource Partnership, and several other partners to hire Wisconsin Conservation Corps (WisCorps) to remove and chemically treat a variety of invasive species. Stantec, an environmental engineering consultant, is instrumental in working with WisCorps along the North Point Bluff. WisCorps were able to work two weeks on the bluff again in 2021. Part of the Bluff Restoration Project will be the continued invasive removals and planting of a variety of native grass seed, trees, and shrubs for erosion control.



Green Infrastructure Funding Academy

American Rivers/Corona Environmental Consultants and Water Now Alliance is a group that provides training and consulting to smaller cities in hopes of creating the best opportunities for "incentivizing, funding and financing green infrastructure." From January to June 2021, Sheboygan engaged in networks and provided materials relevant to green infrastructure development. By the end of 2021, Sheboygan was provided analysis, recommendations and case studies to begin establishing an incentive program, TIF program options, ordinances and mandates, financial accounting of relevant state and local policy, debt-financing options, and more all surrounding Sheboygan's future of green infrastructure.

Remove the Degradation of Benthos BUI from the Sheboygan River Area of Concern

The "Degradation of Benthos" Beneficial Use Impairment is now officially removed from the Sheboygan River Area of Concern (AOC). The target to remove this BUI included three parts: 1) known contamination sources have been identified and control measures have been implemented, 2) all remediation actions for contaminated sediment have been completed and are monitored according to their approved plan, and 3) that the site is evaluated as statistically similar to a reference site with similar habitat and minimal sediment contamination. Environmental Protection Agency recently announced that they agree the BUI removal goal has been achieved. EPA's concurrence recognizes the improving environmental conditions here. This accomplishment is another step toward delisting the AOC.



Tree City USA & Tree City of the World

The Tree City USA program provides direction, technical assistance, public attention and national recognition for urban and community forestry programs in thousands of towns and cities. The Arbor Day Foundation recently published their Tree City USA Summary for 2020 and Sheboygan is proud to continue to be the longest running active Tree City USA community in Wisconsin – we've got 43 years! In 2021, Sheboygan also celebrated its first year being designated a "Tree City of the World", the only city in Wisconsin with this designation.

ROOTS Grant

In 2021, the Sheboygan Rotary Club through its Restoration Of Our Trees Sheboygan (ROOTS) initiative in cooperation with the City and County of Sheboygan and the Alliant Energy Foundation's Million Trees Program, kicked off a collaborative reforestation project to plant the first 100 trees in nine of the City's most widely used recreational parks. During the kickoff, the Alliant Energy Foundation announced the Million Tree Program grant of \$70,000 to ROOTS in support of its collaborative public-private sector reforestation efforts in Sheboygan and other municipal areas in the County served by the utility.

The collaborative funding by the Alliant Energy Foundation's multi-state Million Trees Program and the County Stewardship Program directly supports the Sheboygan Rotary Club ROOTS initiative started in 2018 to combat the devastation of public forests throughout the County caused by the Emerald Ash Borer.



Pollinator Habitat

The City of Sheboygan developed habitat for bees, birds, butterflies, and other pollinators in their communities thanks to American Transmission Co.'s Pollinator Habitat Program. Greenspace on Kohler Memorial Drive was transformed into a beautiful pollinator friendly habitat. Perennial plants create waves of color for people entering the city to enjoy throughout the growing season and serve as an important food source for native pollinators.



ROOTS Receives "Project Partnership" Award

Restoration Of Our Trees Sheboygan (ROOTS) is a collaborative effort between the Sheboygan Rotary Club and Lakeshore Natural Resource Partnership, created to address emerald ash borer's (EAB) threat to Sheboygan County's rich forestry resources. ROOTS has been awarded the Project Partnership Award in Urban Forestry from The Wisconsin Urban Forestry Council, which recognizes outstanding projects utilizing partnerships to benefit our urban forests. In 2021, ROOTS formed a new grant program for local governments in Sheboygan County to help them manage ash trees beyond putting new trees in the ground and focusing on planning and public awareness. This project has demonstrated that collaboration brings enormous advantages for both the urban forest and its people.

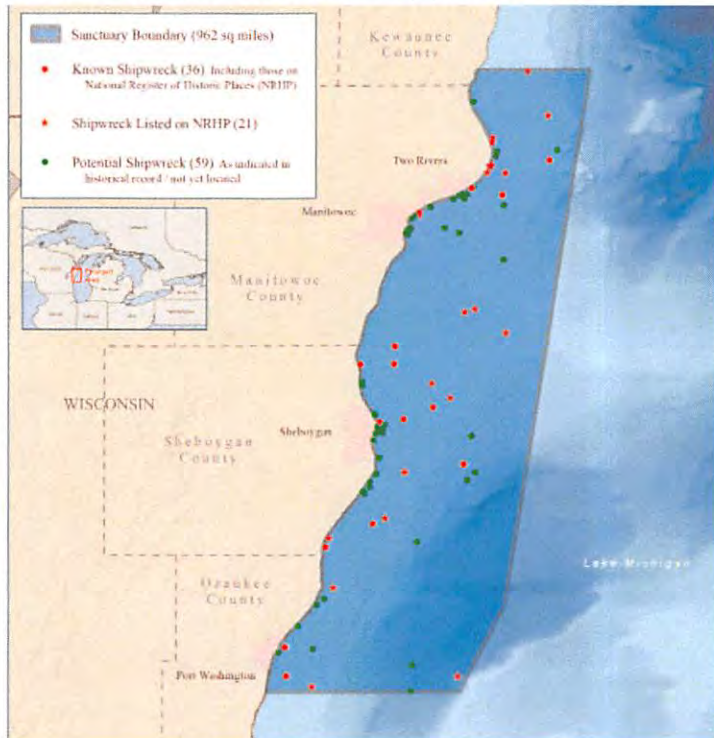


ROOTS
RESTORATION OF OUR TREES SHEBOYGAN

LAND USE

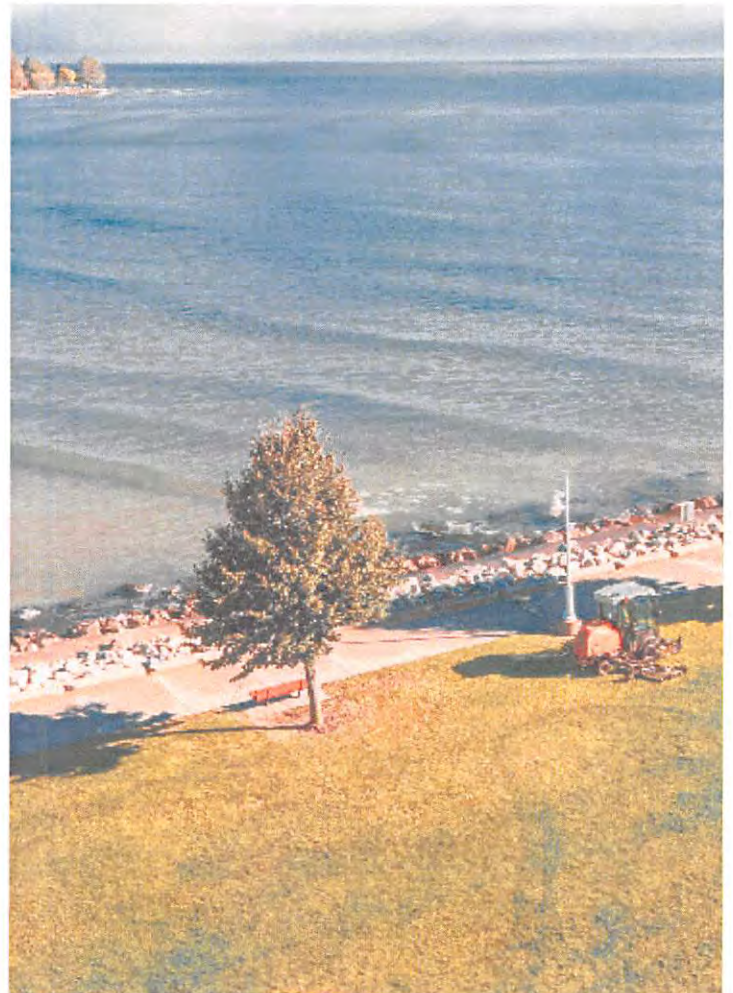
New National Marine Sanctuary

The 962-square mile area of Lake Michigan, named Wisconsin Shipwreck Coast National Marine Sanctuary, was designated in June 2021 by NOAA with widespread support from a diverse coalition of organizations and individuals at local, state, regional, and national levels. The sanctuary will protect and celebrate the region's maritime cultural heritage while creating unique research, educational, recreational, and tourism opportunities.



Wisconsin's Department of Administration Awards Sheboygan with \$50,000 Grant

The State of Wisconsin's Department of Administration presented a \$50,000 grant supporting \$25,000 toward "Comprehensive Outdoor Recreation and Coastal Resources Planning" and \$25,000 toward a "Shoreline Restoration Plan". This is part of an overall grant program awarding \$1.4 million to Wisconsin's coastal communities. The City of Sheboygan's Department of Public Works will participate along with Wisconsin Coastal Management Program to use the grant monies to establish design and repair guidelines that will repair and prevent erosion along the Lake Michigan waterfront. This plan will guide future shoreline restoration efforts and provide resiliency in an environmentally sustainable way with improving public access.



Forestry

In 2021, the forestry division planted 467 trees, re-treated 749 ash trees, removed 384 ash trees, and removed 289 other dead, dying, or hazardous trees. Through the financial assistance of the Sheboygan County Stewardship Fund, along with Restoration Of Our Trees (ROOTS) and Alliant Energy, the Department of Public Works was able to construct a Tree Gravel Bed which will assist in planting healthier bare root trees, at a lower cost, along city streets and in city parks. Use of the Tree Gravel Bed will allow for at least 600 trees to be planted every year.

Maywood Environmental Park

Ellwood H. May Environmental Park, or more commonly referred to as, "Maywood," is Sheboygan's largest park with 135-acres of unique property that has been converted back into a natural state including six unique habitats; Prairie, Pine Forest, Mixed Hardwood Forest (Maple Forest), Ponds, Wetlands and the Pigeon River. The property also has an arboretum, a butterfly and humming bird garden, and a fantastic Ecology Center.

Maywood's primary focus is environmental education and stewardship. Programs offer educational and outdoor experiences designed to connect people of all ages to the natural world. In 2018, Maywood worked with the Sheboygan Area School District and Camp Y-Koda to offer a preschool program. The program has grown and now offers morning and afternoon sessions that offer a hands-on nature-based learning experience. The nature school was able to earn a recycled plastic bench by engaging the community and collecting plastic bags that may otherwise end up in landfills. Several other programs are also offered gear to people of all ages. OWLS (Older, Wiser, Livelier Scholars) connects the community to nature with seasonal hikes and hands-on activities. Yoga programs are also offered to allow for the community to practice yoga in a nature setting.

While the COVID-19 pandemic is still effecting many businesses and organizations throughout Sheboygan, Maywood has seen an increase in visitors.



Mead Seed Library & Plant Exchange

Mead Seed Library is a collection of open-pollinated and heirloom seeds that can be borrowed to plant and grow at home. The seed collection depends on donations. Residents can use free, locally donated seeds from the library to grow their own vegetables and flowers. Then, participants can let some go to seed and return some of the next generation seeds for others to borrow.

Along with the seed library, Mead Public Library also offers a plant exchange where residents can swap plants with your neighbors. You can leave a plant cutting, take a plant cutting, or both!



Livability Plan

Planning and Development Division staff have been highly involved in advancing Sheboygan's livability and age friendly goals though their participation and leadership in the Sheboygan For All Task Force. This group, headed by the Director of Senior Services, completed a plan to advance livability work within city departments, as well as in the community. In 2019 the plan was accepted by AARP, advancing Sheboygan as an AARP Age Friendly Livability Community.

COMMUNITY

All Abilities Purple Octopus Playground

Above and Beyond Children's Museum is working to install a fully ADA-accessible public outdoor playground called the Purple Octopus Playground in their outdoor green space. Downtown Sheboygan does not currently have a public outdoor play space that is specifically ADA-accessible. The playground is being designed with ADA-accessible components including a wheelchair transfer platform in the head of the octopus and ground-level accessible equipment and swing set. It's part of an outdoor exhibit that children of all backgrounds and abilities will have the opportunity to interact with.



Ongoing Wellness Committee & Initiatives

In 2016 the City of Sheboygan established an employee-based wellness committee. This committee meets on a regular basis and is tasked with creating a working environment that creates and supports a healthy lifestyle, and wellness for all employees. The wellness committee maintains the Healthy Citizen of Sheboygan (COS) Facebook page.



The City has implemented a new wellness program for 2021 called Go365 through Humana. This program allows employees to earn rewards for completing different healthy activities. These activities can range from workouts, preventive exams, challenges, and many more. This is a great way to help people be accountable for their own health and wellness and work towards their personalized goals.

Beach Cleanups

Through a partnership with Alliance for the Great Lakes, and Lakeshore Natural Resource Partnership, many of Sheboygan's community organizations participate in organized beach clean-ups. The COVID-19 pandemic limited the size and frequency of these cleanups in 2020, but in 2021 these efforts resumed to a larger scale and continue to bring community members together around a shared passion for keeping Sheboygan's greatest asset clean and healthy. In 2021, six beach cleanups were held on two days, one in the spring and one in the fall, cleaning up four of Sheboygan's parks on the lake front.



In 2019, the Department of City Development created a Sustainability Guidebook to be used by the community to increase sustainability projects, making more sustainable lives accessible to everyone.

The strategies and projects in the Guidebook cover a wide gamut, from quick and easy projects that can be completed in a few hours to larger, more complex ones. Every strategy can be scaled up or down to meet the needs of an individual, a large organization, or any size in between. Organizations of all sizes and people of all ages, abilities, and means can make sustainability a reality.

This guidebook is a practical guide to sustainable strategies and projects that can be used by community groups, neighborhood association, non-profits, or even individuals looking for inspiration and information. This guide leads users through each project from explanation to completion and ongoing maintenance. The Guidebook is divided into eight sections, and each section includes detailed how-to instructions, and local resources.

The Guidebook sections include:

Community Gardens

A community garden is a parcel of land in an urban or suburban setting where members of the community can rent individual plots of land to grow their own food.

Waste Stream Management

Waste stream management begins with monitoring where different types of waste currently go and how they might be diverted to somewhere less harmful and more useful—for example, from a landfill to a recycling plant. Monitoring also includes monitoring how much waste is produced and determining how waste can be reduced.



Local Food and Growing Food

Choosing to eat local food is a sustainable choice because it drastically reduces the energy needed for transportation. Buying local food also supports your local economy. Finally, eating locally can be healthier.

Native Landscaping and Stormwater Plantings

Native species need less maintenance than species from a very different climate and will be well-adapted to endure local weather conditions. One large benefit of planting native species is the reduced maintenance cost and time. Native plants require much less fertilizer, which has less negative downstream effects on water quality.

Water Protection and Conservation

Water protection and conservation projects include projects that typically use less water and that do not harm the water system. These types of projects can be done both inside and outside.

Energy Saving

Performance will remain the same—or even increase—and power bills will go down, so the only differences you will notice are positive ones. Energy efficiency projects include energy efficient lighting, programmable or smart thermostat, insulating water heaters and hot water pipes and sealing air leaks.





II
R. O. No. 134 - 21 - 22. By CITY PLAN COMMISSION. March 21, 2022.

Your Commission to whom was referred Gen. Ord. No. 39-21-22 by Alderperson Perrella and R. O. No. 128-21-22 by City Clerk granting Harbor Cafe, LLC, its successors and assigns, the privilege of encroaching upon described portions of 340/342 South Pier Drive in the City of Sheboygan for the purpose of adding an outside seating deck; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, March 15, 2022, and after due consideration, recommends filing the R. O. and adopting the General Ordinance.

CITY PLAN COMMISSION

Gen. Ord. No. 39 - 21 - 22. By Alderperson Perrella. February 21, 2022.

AN ORDINANCE granting Harbor Café, LLC, its successors and assigns, the privilege of encroaching upon described portions of 340/342 South Pier Drive in the City of Sheboygan for the purpose of adding an outside seating deck.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Subject to the terms and conditions contained herein, Harbor Café, LLC, its successors and assigns, is hereby granted the privilege of encroaching upon portions of 340/342 South Pier Drive, City of Sheboygan, Sheboygan County, Wisconsin, as follows:

340/342 S. Pier Drive Sheboygan, WI 53081

Part of Lot 1 (Dedicated Promenade) of South Pier Subdivision, located in the Southeast Fraction of the Southeast $\frac{1}{4}$ of Section 23, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin described as follows:

Commencing at the Northwest Corner of Lot 5 of said Subdivision; thence N78°37'27"E 217.27 feet along the North line of said Lot 5 to the POINT OF BEGINNING of this description; thence N11°32'59"E 20.15 feet to the North line of said Lot 5; thence S78°37'27"W 40.30 feet along said North line to the point of beginning. This described portion contains 809 square feet or 0.019 acres.

for the purpose of adding an outdoor seating deck in accordance with the sketch attached hereto and made a part hereof.

Section 2. The privilege as granted above is granted only on the condition that by the acceptance of the privilege, the said Harbor Center, LLC, its successors and assigns:

a. Shall become primarily responsible and liable for all and any damage to persons or property caused by and arising from the grant and exercise of such privilege.

b. Shall remove the encroachment allowed herein within ten (10) days after notice so to remove given by the State of Wisconsin or the City of Sheboygan; in the event of the failure so to remove, the said Harbor Center, LLC, its successors and assigns: shall pay the costs of removal by the State of Wisconsin or the City of Sheboygan, waiving all claim or claims for damages resulting from such removal, whether the removal is done by the said

Harbor Café, LLC, its successors and assigns, or by the State of Wisconsin or by the City of Sheboygan.

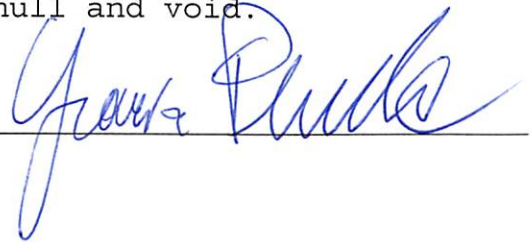
c. Shall pay such compensation to the City of Sheboygan for the grant of this privilege as may be determined by a board consisting of the Mayor, the Director of Public Works and the City Attorney; the compensation shall be paid into the General Fund.

d. Shall make such construction and/or alterations and maintain the same subject to the approval of the City Building Inspector and Director of Public Works, and shall waive the right to contest in any manner the validity of this ordinance or the amount of compensation charged.

Section 3. The provisions of §66.045(1)(2) of the Wisconsin Statutes are incorporated herein by reference to all intents and purposes as if set out fully.

Section 4. The City Clerk is authorized and directed to record a certified copy of this ordinance in the office of the Register of Deeds for Sheboygan County, Wisconsin, the costs thereof to be charged to the General Fund.

Section 5. This ordinance shall take effect and be in full force from and after its passage and publication and upon payment of the consideration to be determined hereunder, provided, however, that in the event of failure to exercise the privilege herein granted and the payment of such consideration within six (6) months from the effective date hereof, then and in that event such privilege shall be rendered null and void.



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

FOR: Harbor Cafe, LLC

East 93' of the West 270' of Lot 5, South Pier Subdivision, Part of the Southeast Fraction of the Southeast 1/4 of Section 23, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin.



II

257
Item 36.

R. O. No. 128 - 21 - 22. By CITY CLERK. February 21, 2022.

Submitting a communication from Harbor Café, LLC requesting an encroachment on a portion of 340/342 South Pier Drive to build an outdoor seating deck.

CityPlan

CITY CLERK

Harbor Café, LLC
342 South Pier Drive
Sheboygan, WI 53081

November 23, 2021

Mayor Ryan Sorenson
City of Sheboygan Common Council
City Hall
828 Center Avenue, Suite 300
Sheboygan, WI 53081

Dear Mayor Sorenson and the City of Sheboygan Common Council,

Thank you for approving the conditional use of my property located at 342 South Pier Drive for the establishment and operation of Harbor Café, LLC, an independent coffeehouse café.

I am writing to request your consideration for an encroachment to build an outdoor seating deck. I believe one reason Sheboygan is such a special place is the beautiful atmosphere along Lake Michigan and the Sheboygan River surrounding the South Pier District. I'm grateful to have the opportunity to open an establishment in the heart of this environment and would love to share it with all patrons and passersby. In order to fully appreciate the location, I would like to ask the Mayor's Office and the Common Council for permission and approval to build an outdoor seating deck on the north side of the 342 South Pier Drive property along the Sheboygan River.

This deck would give guests of Harbor Café scenic views and full appreciation of many significant landmarks in Sheboygan, including the Sheboygan River, the North Pier Lighthouse, the Harbor Centre Marina, the US Coast Guard Station, the Courthouse, and a unique panoramic view of the entire Downtown Sheboygan skyline, to name a few.

The deck is being designed and would be constructed by Quasius Construction. Attached you will find supporting documents of a rendering and vision of our plans.

Thank you for your time and consideration.

Sincerely,

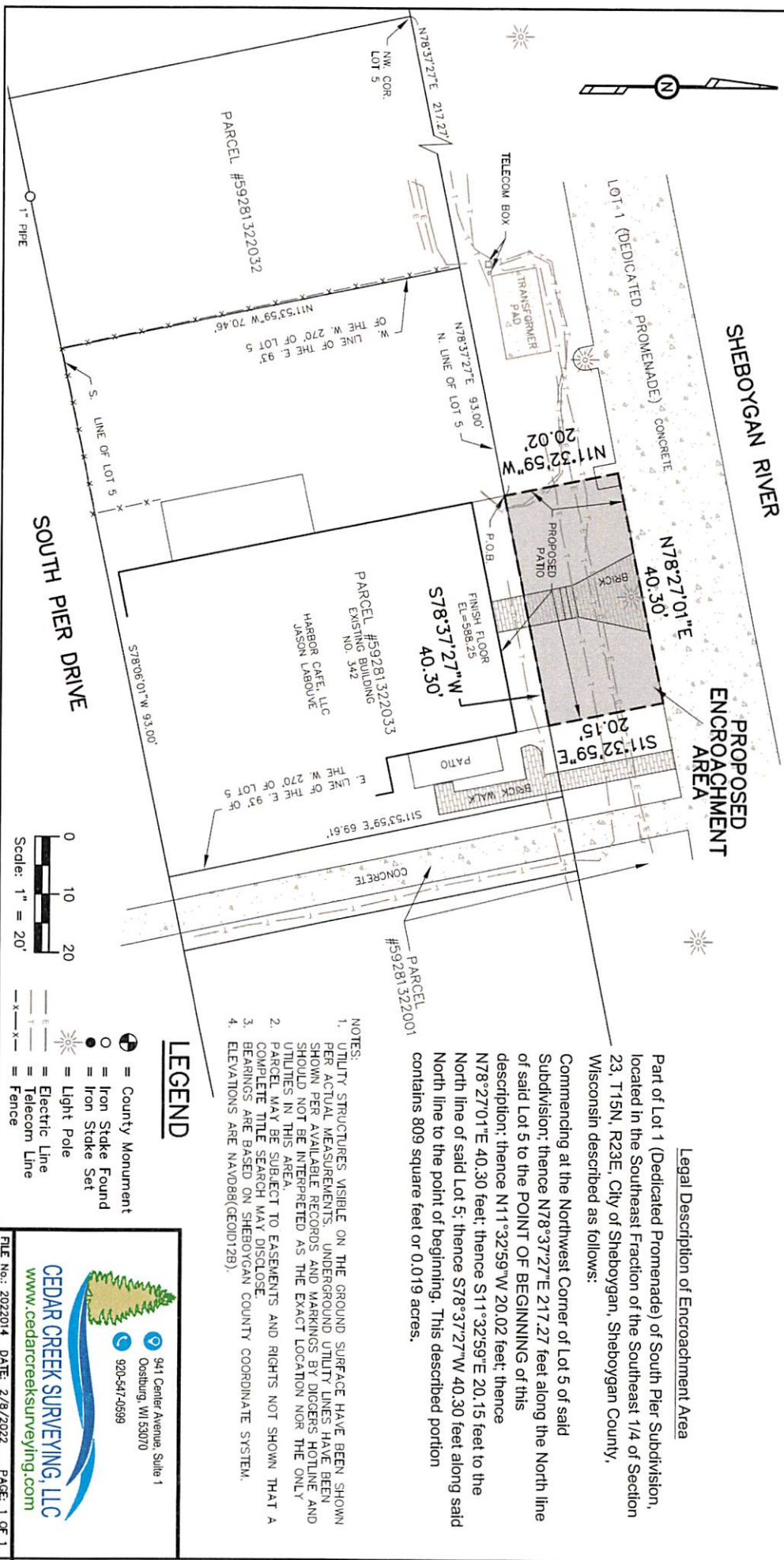


Jason LaBouve
Harbor Café, LLC
920-912-8787
jason@labouve.net

ENCROACHMENT EXHIBIT

FOR: Harbor Cafe, LLC

East 93' of the West 270' of Lot 5, South Pier Subdivision, Part of the Southeast Fraction of the Southeast 1/4 of Section 23, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin.



R. O. No. 133 - 21 - 22. By CITY CLERK. March 21, 2022.

Submitting a Summons and Complaint in the matter of Peter William Reichelsdorfer vs the City of Sheboygan Department of Public Works.

F+P

CITY CLERK

<p>Enter the name of the county in which you are filing this case.</p> <p>The plaintiff is the person bringing the law suit.</p> <p>Enter the Plaintiff's name and address. If two plaintiffs are living at the same address, then the names and addresses may be listed together.</p> <p>For more plaintiffs, check the "additional plaintiffs" box and attach another sheet with their names and addresses.</p> <p>If this is an Amended Complaint, check the box</p> <p>Enter the case number given you by the Clerk.</p> <p>The defendant is the person or business you are suing. Enter the name(s) and address(es) of the defendant(s).</p> <p>For more than two defendants, check the "additional defendants" box and attach another sheet with their names and addresses.</p> <p>On the far right: Check one of the boxes to show what type of small claims case you are filing.</p> <p>Note: The clerk will provide the phone number for the disability box.</p>	<p style="text-align: center;">STATE OF WISCONSIN, CIRCUIT COURT, SHEBOYGAN COUNTY</p> <p>Plaintiff: <u>PETER WILLIAM REICHELSDOERFER</u> <small>First name Middle name Last name</small> <u>1424 CASTLE AVENUE</u> <small>Address</small> <u>SHEBOYGAN, WISCONSIN 53081</u> <small>City State Zip</small> </p> <p style="text-align: center;"><input type="checkbox"/> See attached for additional plaintiffs.</p> <p style="text-align: center;">-VS-</p> <p>To: Defendant(s): <u>CITY OF SHEBOYGAN DEPT. PUBLIC WORK</u> <small>First name Middle name Last name</small> <u>CITY HALL</u> <small>Address</small> <u>828 CENTER AVENUE SUIT 210</u> <small>Address</small> <u>SHEBOYGAN, WISCONSIN 53081</u> <small>City State Zip</small> </p> <p style="text-align: center;"><input type="checkbox"/> See attached for additional defendants.</p>	<p style="text-align: center;">CLERK CIRCUIT COURT FILED</p> <p style="text-align: center;">2022 MAR -4 P 1:20</p> <p style="text-align: center;">SHEBOYGAN COUNTY WISCONSIN</p> <p style="text-align: center;">Hon. Daniel J. Borowski</p> <p style="text-align: center;"><input type="checkbox"/> Amended</p> <p style="text-align: center;">Summons and Complaint (Small Claims)</p> <p style="text-align: center;">Case No. 22SC0293</p> <table border="0" style="width: 100%;"> <tr> <td><input checked="" type="checkbox"/> Claim for money (\$10,000 or less)</td> <td style="text-align: right;">31001</td> </tr> <tr> <td><input type="checkbox"/> Tort/Personal injury (\$5,000 or less)</td> <td style="text-align: right;">31010</td> </tr> <tr> <td><input type="checkbox"/> Return of property (replevin)</td> <td style="text-align: right;">31003</td> </tr> <tr> <td><input type="checkbox"/> Eviction</td> <td style="text-align: right;">31004</td> </tr> <tr> <td><input type="checkbox"/> Eviction due to foreclosure</td> <td style="text-align: right;">31002</td> </tr> <tr> <td><input type="checkbox"/> Arbitration award</td> <td style="text-align: right;">31006</td> </tr> <tr> <td><input type="checkbox"/> Return of earnest money</td> <td style="text-align: right;">31008</td> </tr> </table> <p style="font-size: small;">If you require reasonable accommodations due to a disability to participate in the court process, please call 920-439-3070 prior to the scheduled court date. Please note that the court does not provide transportation.</p>	<input checked="" type="checkbox"/> Claim for money (\$10,000 or less)	31001	<input type="checkbox"/> Tort/Personal injury (\$5,000 or less)	31010	<input type="checkbox"/> Return of property (replevin)	31003	<input type="checkbox"/> Eviction	31004	<input type="checkbox"/> Eviction due to foreclosure	31002	<input type="checkbox"/> Arbitration award	31006	<input type="checkbox"/> Return of earnest money	31008
<input checked="" type="checkbox"/> Claim for money (\$10,000 or less)	31001															
<input type="checkbox"/> Tort/Personal injury (\$5,000 or less)	31010															
<input type="checkbox"/> Return of property (replevin)	31003															
<input type="checkbox"/> Eviction	31004															
<input type="checkbox"/> Eviction due to foreclosure	31002															
<input type="checkbox"/> Arbitration award	31006															
<input type="checkbox"/> Return of earnest money	31008															

SUMMONS

<p>Do not check either of these boxes.</p> <p>The clerk will check one or both and circle "AND" or "OR" according to local court procedure.</p> <p>The clerk will circle what you need to do and will provide the date, time, and place to appear and/or answer.</p> <p><i>Notes: Leave dates blank; the clerk or plaintiff's attorney will enter them.</i></p>	<p>To the Defendant(s): You are being sued as described on the attached complaint. If you wish to dispute this matter:</p> <p><input type="checkbox"/> You must appear at the time and place stated.</p> <p><input checked="" type="checkbox"/> You must file a written answer and provide a copy to the plaintiff or plaintiff's attorney on or before the date and time stated.</p> <p>If you do not appear or answer, the plaintiff may win this case and a judgment entered for what the plaintiff is asking.</p> <p>Clerk/Attorney Signature </p>	<p style="text-align: center;">When to Appear/File an Answer</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Date</td> <td style="width: 50%;">Time</td> </tr> <tr> <td style="text-align: center;">MAR 28 2022</td> <td style="text-align: center;">08:30 AM</td> </tr> </table> <p style="text-align: center;">Place to Appear/File an Answer</p> <p style="text-align: center;">SHEBOYGAN COUNTY COURTHOUSE B-10 Lower Level 615 North 6 Street Sheboygan, WI 53081</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Date Summons Issued</td> <td style="width: 50%;">Date Summons Mailed</td> </tr> <tr> <td style="text-align: center;">MAR 04 2022</td> <td></td> </tr> </table>	Date	Time	MAR 28 2022	08:30 AM	Date Summons Issued	Date Summons Mailed	MAR 04 2022	
Date	Time									
MAR 28 2022	08:30 AM									
Date Summons Issued	Date Summons Mailed									
MAR 04 2022										

COMPLAINT

Item 37.

Plaintiff's Demand:

The plaintiff states the following claim against the defendant(s):

Check the box for the type of small claims case you have filed.

See Basic Guide to Wisconsin Small Claims Actions (SC-6000V).

Briefly explain the facts and why the court should award you what you are asking for.

For Eviction Actions: If you are seeking money damages, you must also state that claim on this form. If you do not know the exact amount of money damages yet, state that the amount of money damages cannot yet be determined.

If you need more room, check this box and attach additional sheets.

Check if you are the plaintiff or the attorney.

1. Plaintiff demands judgment for: (Check as appropriate)

- ☐ Claim for Money \$ _____
- ☐ Tort/Personal Injury \$ _____
- ☐ Return of property (replevin) (Describe property in 2 below.)
(Not to include Wis. Stats. 425.205 actions to recover collateral.)
- ☐ Eviction
- ☐ Eviction due to foreclosure
- ☐ Return of Earnest Money
- ☐ Confirmation, vacation, modification or correction of arbitration award.

Plus interest, costs, attorney fees, if any, and such other relief as the court deems proper.

2. Brief statement of dates and facts:

(If this is an eviction action and you are seeking money damages, you must also state that claim on this form.)

CHRONOLOGY OF CLAIM

☒ See attached for additional information. Provide copy of attachments for court and defendant(s).

I am the ☒ plaintiff.
☐ attorney for the plaintiff.

Enter your or your attorney's name and date.

Print or type your name.

Enter your or your attorney's phone number.

An attorney must enter his or her State Bar Number, law firm and address.

PETER WILLIAM REICHELDORFER

PETER WILLIAM REICHELDORFER

1424 CASTLE AVENUE

SHEBOYGAN, WI 53081

arktos1@outlook.com

920-316-2119 Date MAR 2022

Attorney's Signature

Attorney's Name Printed or Typed

Attorney's Address

Attorney's Email Address

Telephone Number

State Bar No (if any)

COPIES: For each person you are suing, make two copies of this signed original and any attachments, and bring them to the clerk of court.

Description of Tree Claim - (form- page 2, item 2)

Chronology

August 6, 2021-during weather event (rain), at 1424 Castle Avenue, a branch from City owned tree fell on vehicle. Initial telephone contact with DPW reported no damage. Branch removed overnight. Inspection on August 7 revealed damage. August 9, claim filed. September 8, claim denial without explanation letter received.

September 10-15, phone conversations with Alder— facts provided 1) denial attributed to Act of God. 2) The tree is on DPW list for removal. Alder scheduled item for inclusion on Common Council agenda for September 20 meeting. I registered with the City Clerk to speak at the meeting. I was never called to speak. Council denied the item.

Following the September 20 meeting, I made arrangements, at his request, to speak with the City Engineer. The City Attorney interrupted and forbade me to talk to City Officials, but only contact him. Followed up with two letters to City Attorney. I Indicated intention to file suit. i Requested permission to talk to Alder, never received reply. Have had no communication with any city official including my alder since.

Peter W Reichelsdorfer

March 4, 2022



SHEBOYGAN COUNTY

Item 37.

Susan M. Schaubel

Sheboygan County Assistant Court Commissioner

May 1, 2021

To all litigants,

PLEASE NOTE: WHILE SOME CIVIL PROCEEDINGS ARE GOING FORWARD IN PERSON, SMALL CLAIMS INITIAL APPEARANCES (OR RETURN DATES) ON MONDAY MORNINGS AT 8:30 ARE NOT BEING HELD IN PERSON AT THIS TIME. THIS ORDER IS IN EFFECT INDEFINITELY. DO NOT COME TO THE COURTHOUSE FOR SMALL CLAIMS INITIAL APPEARANCES (RETURN DATES) ON MONDAY MORNINGS.

THESE SPECIFIC LOCAL INSTRUCTIONS OVERRIDE ANY LANGUAGE REGARDING APPEARANCES ON THE COMPLAINT ITSELF, INCLUDING IN THE BOX MARKED "WHEN TO APPEAR/FILE AN ANSWER". FOLLOW THE INSTRUCTIONS BELOW ONLY.

Small claims initial appearances will go forward as outlined below. The courts are in the process of amending the procedures for Small Claims court and any changes to the rules will be sent to all litigants.

DO NOT COME TO THE COURTHOUSE FOR ANY SMALL CLAIMS PROCEEDING WITHOUT SPECIFIC ORDERS TO DO SO!

If you have a scheduled **INITIAL APPEARANCE** and:

- You are a **PLAINTIFF**, you do not need to file a letter of appearance, but Proofs of Service and non-military service must still be in the clerk of courts office prior to the date scheduled. We would prefer those to be mailed in, if possible.
- You are a **DEFENDANT**, you may answer one of two ways:
 - You may mail in your answer form. Defendants should have received a copy of the form with the complaint. If you do not have a form, it can be downloaded at wicourts.gov; under "Forms," "Small Claims". Form SC5200V. Answers must be received by the Clerk of Courts Office before the date scheduled for the initial appearance and a copy should be mailed to the plaintiff.
 - You may call the Clerk of Courts office Small Claims answer line before your scheduled initial appearance date. **This phone number is ONLY to be used for filing a temporary answer to a Small Claims case.** This is a recorded answer line. No staff member will pick up. Messages left at that number regarding anything other than an answer to an upcoming initial appearance will not be

Telephone (920) 459-3898
Facsimile (920) 459-0544

Courthouse
615 North 6th Street
Sheboygan, WI 53081

www.co.sheboygan.wi.us

Enter the name of the county in which you are filing this case.	STATE OF WISCONSIN, CIRCUIT COURT, SHEBOYGAN COUNTY		
Enter the Plaintiff's name. The Plaintiff is the person bringing the lawsuit.	Plaintiff(s):		
Enter the Plaintiff's address.	First name	Middle name	Last name
If there is more than one plaintiff, check the "additional plaintiffs" box and attach another sheet with their names and addresses.	Address		
	Address		
	City	State	Zip
Enter the case number from the summons and complaint.	<input type="checkbox"/> See attached for additional plaintiffs.		
Enter your name. You are the Defendant.	-VS-		
Enter your address. If there is more than one defendant, check the "additional defendants" box and attach another sheet with their names and addresses.	Defendant(s):		
	First name	Middle name	Last name
	Address		
	Address		
	City	State	Zip
	<input type="checkbox"/> See attached for additional defendants.		

Answer and Counterclaim (Small Claims)

Case No. _____

ANSWER

I am the defendant (or an authorized representative of the defendant):

Check 1 or 2. Check 1 if you do not dispute the plaintiff's claim.	<input type="checkbox"/> 1. This matter IS NOT contested. I agree with the plaintiff's claim. Judgment may be taken as requested in the complaint, plus costs and interest as allowed by law.
Check 2 if you do dispute the plaintiff's claim. State the reasons why you disagree.	<input type="checkbox"/> 2. This matter IS contested. I do not agree with the plaintiff's claim. This matter should be scheduled so that the parties may present their evidence. The reason(s) why the matter is contested are as follows: <input type="checkbox"/> See attached for additional information.
Check the box if you need more room and attach any additional pages.	_____
See <u>Pre-Judgment: Basic Steps to Small Claims Service</u> (SC-6050V).	_____

Counterclaim/Demand

Check the box if there is no counterclaim/demand and go to the signature section.

Check this box if there is a counterclaim/demand. Complete this section only if you are making a counterclaim/demand.

Briefly explain why the court should award you what you are asking for.

If you are seeking to recover damages of more than \$5,000 for your tort or personal injury counterclaim, or more than \$10,000 for other types of counterclaims, the case may not continue in small claims court. In addition, you must pay a filing fee to the Clerk of Court, and you must send the *Notice of Counterclaim* (SC-5250V) to the plaintiff(s) on the same day the counterclaim is filed.

NOTE: Eviction actions are heard in small claims court, regardless of the amount of the counterclaim.

If you need more room, check the box and attach any additional pages to this Counterclaim.

Follow local rules for filing and serving.

☐ I/We do not have a counterclaim/demand against the plaintiff(s).

☐ I/We have a counterclaim/demand against the plaintiff(s) and demand judgment against the plaintiff(s) for \$ _____, plus interest, costs, attorney fees, if any, and such other relief as the court deems proper.

Defendant(s) certify that a copy of this answer and counterclaim has been or will be mailed to the plaintiff(s) or plaintiff's attorney, if any.

Signatures

Sign and print your name. Enter the date on which you signed your name.

Note: This signature does not need to be notarized.

If an attorney is completing this form, enter your information.

Defendant's Signature

Name Printed or Typed

Address

Email Address

Telephone Number Date

Attorney's Signature

Name Printed or Typed

Law Firm and Address

Email Address Telephone Number

Date State Bar No. (if any)

II

R. O. No. 135 - 21 - 22. By CITY CLERK. March 21, 2022.

Submitting a claim from Geico Casualty Company for alleged damages that occurred after a motor vehicle accident between Colin McCulley and a City of Sheboygan fire truck.

FrP

CITY CLERK



One Geico Center
Macon, GA 31296-0001

GEICO Casualty Company

Item 38.
Claim # 29-21
MKC
3-15-2022

03/10/2022

City Clerk Of Sheboygan

1315 N 23rd St STE 101
Sheboygan, WI 53081-3180

Company Name: GEICO Casualty Company
Claim Number: 063065466 0000 002
Loss Date: Friday, October 29, 2021
Policyholder: Colin Mc Culley
Your Insured: City of Sheboygan
Your Claim Number: (89755 / Wisconsin)

Dear City Clerk Of Sheboygan,

Our investigation shows your insured to be at fault in the accident.

We paid our insured's vehicle claim. Documentation is attached. Please honor our claim and remit payment. **Please ensure our claim number is included when remitting payment.**

Our Interest:	\$383.60
Insured's Deductible:	\$1,500.00
Rental:	\$0.00
Total:	\$1,883.60

When remitting payment, please make your check payable to GEICO Casualty Company as subrogee of . **Please ensure our claim number is included when remitting payment.**

Payment should be remitted to:

GEICO Casualty Company
ATTN: Cashiers
One GEICO Center

Macon, GA 31296

Item 38.

If you have questions, please contact me at the number below. Please refer to our claim number when writing or calling about this claim.

Sincerely,

Brittany Shine
478-744-5078
Payment Recovery Unit

G7L0GL84FF
C21-18883

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

G7L0GL84FF

Document Number Override		Primary Crash Document#		Agency Crash Number		Investigating Officer/Deputy SERGEANT A. KUNDINGER	
Crash Date 10/29/2021		Crash Time 03:13 PM		Date Arrived 10/29/2021		Time Arrived 03:29 PM	
Date Notified 10/29/2021		Time Notified 03:13 PM		Total Units 02		Total Injured 00	Total Killed 00
<input type="checkbox"/> On Emergency	<input type="checkbox"/> Hit and Run	<input type="checkbox"/> Lane Closure	<input type="checkbox"/> Work Zone	<input type="checkbox"/> Trailer or Towed	<input type="checkbox"/> Reporting Threshold		
<input type="checkbox"/> Government Property	<input type="checkbox"/> Active School Zone		School Bus Related NO		Tags		
<input checked="" type="checkbox"/> Reportable		Crash Type DT4000 (STANDARD CRASH)			<input type="checkbox"/> Amended	<input type="checkbox"/> Secondary Crash	

Description

Diagram



Reconstruction By

Photos By

Additional Information
NONE

☒ I, a sworn law enforcement officer, agree that I have not added any CJIS data in this report.

UNIT # 1, A SHEBOYGAN FIRE TRUCK, OPERATING DURING A CALL BUT NOT ON EMERGENCY, WAS TRAVELING NORTH ON NORTH 7TH ST. UNIT #1 THEN ATTEMPTED TO MAKE A RIGHT HAND TURN INTO SHEBOYGAN MEMORIAL HOSPITAL AT 2629 N 7TH ST. AS UNIT # 1 MADE THE RIGHT TURN IT STRUCK UNIT #2 IN THE FRONT DRIVER SIDE BUMPER. UNIT #2 WAS LEGALLY PARKED FACING NORTH ON NORTH 7TH ST JUST SOUTH OF THE DRIVEWAY TO SHEBOYGAN MEMORIAL HOSPITAL.

G7L0GL84FF

C21-18883

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

Location

ON N 7TH ST 635 FT N OF BELL AVE IN THE CITY OF SHEBOYGAN IN SHEBOYGAN COUNTY	Latitude 43.772049285	Longitude -87.711268651
	X Coordinate 442756.71875	Y Coordinate 4846801
	Structure Type	

Crash Scene

First Harmful Event MOTOR VEH IN TRANSPORT		First Harmful Event Location SHOULDER RIGHT	
Manner of Collision 01 - ANGLE		Light Condition DAYLIGHT	
Road Surface Condition(s) DRY		Roadway Factor(s) NONE	
Environment Factor(s) NONE			
Weather Condition(s) CLOUDY			
Animal Type		Relation To Trafficway TRAFFICWAY - ON ROAD	
Crash Classification - Location PUBLIC PROPERTY		Crash Classification - Jurisdiction NO SPECIAL JURISDICTION	
Tribal Land		Access Control NO CONTROL	Special Study
Within Interchange Area NO	Junction Location DRIVEWAY ACCESS	Intersection Type NOT AN INTERSECTION	

Unit Summary

UNIT 01	Unit Status IN TRANSIT		Vehicle Operating As Classification D CLASS		Unit Type TRUCK		
	Vehicle Type STRAIGHT TRUCK (INSERT TRUCK)					Operating As Endorsements	
	Total Occs 1	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0		
	Insurance? YES	Direction Of Travel NORTHBOUND	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit 25	Total Lanes 2		
	Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT		Special Function FIRE TRUCK		Emergency Motor Vehicle Use NON-EMERGENCY, NON-TRANSPORT		
	Traffic Way DIVIDED HWY W/O TRAFFIC BARRIER		Traffic Control NO CONTROL		Traffic Control Inoperative/Missing NO		
	Surface Type CONCRETE		Road Curvature STRAIGHT		Road Grade LEVEL		
	Truck Bus or HazMat NO						

Vehicle

UNIT 01 VEHICLE	License Plate Number 89755		Plate Type MUN - MUNICIPAL	St WI	Country of Issuance UNITED STATES	
	Vehicle Identification Number 4P1BAAFF6FA015152		Make PIERCE MFG INC	Year 2015	Model FIRE	
	Color RED - RED		Body Style FT - FIRE TRUCK		Bus Use	
	Initial Contact Point 03 - RIGHT SIDE MIDDLE		Vehicle Damage			
	Extent Of Damage MINOR DAMAGE		03 - RIGHT SIDE MIDDLE			

G7L0GL84FF
C21-18883

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT VEHICLE	Towed Due To Damage NOT TOWED	Vehicle Removed By OPERATOR	
	What Driver Was Doing RIGHT TURN	Vehicle Factors	
	Driver Prior Action Other	NOT APPLICABLE	
	Driver Actions IMPROPER TURN		
01 01	Owner Name SHEBOYGAN CITY (920) 459-3315	Owner Address 1315 N 23RD ST # 101 SHEBOYGAN, WI 53081 , US	
	Sequence Of Events		
01 02 03 04	Event MOTOR VEH IN TRANSPORT		
	Event RIGHT TURN		
	Event PARKED MOTOR VEHICLE		
	Event		
UNIT	Policy Holder		
	Insurance Company SELF-INSURED	Government SHEBOYGAN CITY	
UNIT INDIVIDUAL	Individual		
	Driver KURT DAVID MILLER (920) 451-5553	Citations Issued 0	Sex MALE
		Date of Birth 11/07/1982	Race
	Address W5747 WOODLAND RD PLYMOUTH, WI 53073 , US	Driver License Number M4605048240703 STATE: WISCONSIN COUNTRY: UNITED STATES	
01 001	Safety Equipment	On Duty Crash FIRE-FIGHTER	Safety Equipment
	Row 01 - FRONT ROW	Seat Position 07 - LEFT	SHOULDER & LAP BELT
	Helmet Use	Helmet Compliance	
	Eye Protection	Tint Compliance	
	Injury	Injury Severity NO APPARENT INJURY	Airbag NON DEPLOYED
	Ejected NOT EJECTED	Ejection Path NOT EJECTED/NOT APPLICABLE	Trapped/Extricated NOT TRAPPED
Medical Transport NOT TRANSPORTED		EMS Agency Identifier	EMS Run #
Hospital		Date of Death	Time of Death
Distracted By		Distracted By Source NOT APPLICABLE (NOT DISTRACTED)	
Distracted By Action NOT DISTRACTED			

G7L0GL84FF
C21-18883

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT INDIVIDUAL 01 001	Non Motorist		Striking Unit #	Location	
	Prior Action				
	Action				
	Action Other				
	To/From School				
	Drug & Alcohol		Suspected Alcohol Use NO	Suspected Drug Use NO	
	Alcohol Test Given TEST NOT GIVEN		Alcohol Test Type		Alcohol Test Results
	Drug Test Given TEST NOT GIVEN		Drug Test Type		Drug Test Results
	Drug Type				
	Individual Condition APPEARED NORMAL				

Unit Summary

UNIT 02	Unit Status LEGALLY PARKED		Vehicle Operating As Classification D CLASS		Unit Type AUTOMOBILE
	Vehicle Type PASSENGER VAN		Operating As Endorsements		
	Total Occs 0	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0
	Insurance? YES	Direction Of Travel NORTHBOUND	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit 25	Total Lanes 2
	Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT		Special Function NO SPECIAL FUNCTION		Emergency Motor Vehicle Use NOT APPLICABLE
	Traffic Way DIVIDED HWY W/O TRAFFIC BARRIER		Traffic Control NO CONTROL		Traffic Control Inoperative/Missing NO
	Surface Type CONCRETE		Road Curvature STRAIGHT		Road Grade LEVEL
	Truck Bus or HazMat NO				

Vehicle

UNIT VEHICLE 02 02	License Plate Number 456PUG		Plate Type AUT - AUTOMOBILE	St WI	Country of Issuance UNITED STATES
	Vehicle Identification Number 5FNRL5H62CB118089		Make HONDA	Year 2012	Model ODYSSEY EX
	Color SIL - SILVER (ALUMINUM)		Body Style VN - VAN		Bus Use
	Initial Contact Point 11 - LEFT FRONT CORNER		Vehicle Damage		
	Extent Of Damage MINOR DAMAGE		10 - LEFT SIDE FRONT, 11 - LEFT FRONT CORNER, 12 - FRONT		
	Towed Due To Damage NOT TOWED		Vehicle Removed By OPERATOR		

G7L0GL84FF
C21-18883

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT VEHICLE	02	What Driver Was Doing LEGALLY PARKED	Vehicle Factors
	02	Driver Prior Action Other	NOT APPLICABLE
	02	Driver Actions NO CONTRIBUTING ACTION	
	02	Owner Name COLIN PATRICK MC CULLEY (920) 400-0185	Owner Address 1344 GREYSTONE DR PLYMOUTH, WI 53073 , US
UNIT	Sequence Of Events		
	01	Event PARKED MOTOR VEHICLE	
	02	Event MOTOR VEH IN TRANSPORT	
	03	Event RIGHT TURN	
	04	Event	
UNIT	Policy Holder		
	Insurance Company GEICO-GENERAL-INS-CO		Individual COLIN MC CULLEY

GEICO

09

For supplement requests visit partners.geico.com

4295 Ocmulgee East Blvd.

Macon, GA 31296

Phone: (630) 524-8956

Claim #:
Workfile ID:0630654660000002-01
d1157ba5**Estimate of Record**

Written By: TOBY SIMMONS, 12/16/2021 9:56:54 AM

Adjuster: Simmons, Toby

Insured:	Colin Mc Culley	Owner Policy #:	4545302160	Claim #:	0630654660000002-01
Type of Loss:	Collision	Date of Loss:	10/29/2021 02:13 PM	Days to Repair:	3
Point of Impact:	12 Front	Deductible:	1500.00		

Owner (Insured):

Colin Mc Culley
1344 Greystone Dr
Plymouth, WI 53073
(920) 400-0186 Evening
(920) 400-0186 Cellular
colinmcculley@gmail.com

Inspection Location:

1344 Greystone Dr
Plymouth, WI 53073
Field
(920) 400-0186 Day

Repair Facility:

BSOC

VEHICLE

2012 HOND Odyssey EX-L 4D VAN 6-3.5L Gasoline Electronic Fuel Injection SILVER

VIN:	5FNRL5H62CB118089	Production Date:		Interior Color:	
License:	456PLG	Odometer:	133083	Exterior Color:	SILVER
State:	WI	Condition:			

TRANSMISSION

AUTOMATIC TRANSMISSION

DRIVER CONVENIENCE

KEYLESS ENTRY

MESSAGE CENTER

POWER DRIVER SEAT

POWER WINDOWS

POWER LOCKS

POWER MIRRORS

HEATED MIRRORS

POWER TRUNK/LIFTGATE

CRUISE CONTROL

INTERMITTENT WIPERS

TILT WHEEL

TELESCOPIC WHEEL

STEERING WHEEL TOUCH
CONTROLS

CONSOLE/STORAGE

HOME LINK**INSTRUMENT PANEL**

TRACTION CONTROL

STABILITY CONTROL

ALARM

AIR CONDITIONING

CLIMATE CONTROL

REAR DEFOGGER

HANDS FREE DEVICE

RADIO

AM RADIO

FM RADIO

STEREO

SEARCH/SEEK

CD PLAYER

AUXILIARY AUDIO CONNECTION

SATELLITE RADIO

ROOF

ELECTRIC GLASS ROOF

SAFETY

DRIVERS SIDE AIR BAG

PASSENGER AIR BAG

FRONT SIDE IMPACT AIR BAGS

HEAD/CURTAIN AIR BAGS

PAINT

CLEARCOAT PAINT

FRONT END

POWER STEERING

POWER BRAKES

ANTI-LOCK BRAKES (4)

GLASS & MIRRORS

DUAL MIRRORS

PRIVACY GLASS

SEATS**LEATHER SEATS**

POWER PASSENGER SEAT

HEATED SEATS

RETRACTABLE SEATS

3RD ROW SEAT

CAPTAIN CHAIRS (2)

REAR CONVENIENCE

DUAL AIR CONDITIONING

DUAL POWER SLIDING DOORS

REAR END

BACKUP CAMERA

REAR WINDOW WIPER

REAR SPOILER

WHEELS

4-WHEEL DISC BRAKES

ALUMINUM/ALLOY WHEELS

Estimate of Record

2012 HOND Odyssey EX-L 4D VAN 6-3.5L Gasoline Electronic Fuel Injection SILVER

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER					
2	* <>	Rpr Bumper cover w/o park sensor	04711TK8A91ZZ			2.0	2.5
		NOTE: Adjusted base coat application, based upon area of repairs needed. Full clear coat allowed					
3	*	Add for Clear Coat					1.2
4		R&I R&I bumper cover	04711TK8A91ZZ			1.0	
5		R&I Air deflector	71110TK8A00			0.2	
6		R&I License mount	71180TK8A00			0.2	
7		R&I Center grille	71102TK8A00			0.2	
8		R&I RT Outer grille	71103TK8A00			0.1	
9		R&I LT Outer grille	71108TK8A00			0.1	
10		FRONT LAMPS					
11		R&I LT R&I headlamp assy	33150TK8A01			0.3	
12		FENDER					
13	*	Rpr LT Fender	60260TK8A90ZZ			1.5	1.9
		NOTE: LABOR: Time is after bumper cover, headlamp and rocker molding are removed Adjusted base coat application, based upon area of repairs needed. Full clear coat allowed					
14		Overlap Major Non-Adj. Panel					-0.2
15		Add for Clear Coat					0.3
16	*	R&I LT Fender liner - Loosen	74151TK8A00			0.2	
17		PILLARS, ROCKER & FLOOR					
18	*	R&I LT Rocker molding gray texture - Loosen	71850TK8A00ZA			0.2	
19		MISCELLANEOUS OPERATIONS					
20	#	Repl Corrosion protection		1	10.00 T	0.2	
21	#	Refn Cover Car					0.2
22	#	Subl Flex Additive		1	5.00 T		
23		OTHER CHARGES					
24	#	E.P.C.		1	3.00		
SUBTOTALS					18.00	6.2	5.9

NOTES

Prior Damage Notes:
 NO UPD FOUND IN PHOTOS

Estimate of Record

2012 HOND Odyssey EX-L 4D VAN 6-3.5L Gasoline Electronic Fuel Injection SILVER

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			0.00
Body Labor	6.2 hrs @	\$ 60.00 /hr	372.00
Paint Labor	5.9 hrs @	\$ 60.00 /hr	354.00
Paint Supplies	5.9 hrs @	\$ 40.00 /hr	236.00
Miscellaneous			15.00
Other Charges			3.00
Subtotal			980.00
Sales Tax	\$ 980.00 @	5.0000 %	49.00
County Tax	\$ 980.00 @	0.5000 %	4.90
Total Cost of Repairs			1,033.90
Deductible			1,500.00
Total Adjustments			1,500.00
Net Cost of Repairs			-466.10

This is not an authorization to repair.

All GEICO customers have the right to have their vehicle repaired in the shop of their choice.

No Supplement will be honored unless authorized by GEICO.

NOTICE: Vehicles constructed of special metals may require the use of specialized welding and bonding equipment. Proper measuring and structural repair systems are required on today's vehicle to accurately accomplish vehicle repairs. Make sure your shop has the proper equipment to repair your vehicle.

ALTERNATE PARTS DISCLAIMER:

IF A QUALITY REPLACEMENT PART (A/M, LKQ, RECOND OR OPT OEM) APPEARS ON THIS ESTIMATE, IT INDICATES THAT THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. GUARANTEES, IF ANY, APPLICABLE TO THESE REPLACEMENT CRASH PARTS ARE PROVIDED BY THE PART MANUFACTURER OR DISTRIBUTOR RATHER THAN BY THE MANUFACTURER OF YOUR VEHICLE.

***IN ADDITION TO ANY SUCH GUARANTEES, GEICO PROVIDES THE FOLLOWING:

****OWNER LIMITED GUARANTEE**** WE GUARANTEE THAT ALL QUALITY REPLACEMENT BODY PARTS (PARTS NOT MANUFACTURED BY THE MANUFACTURER) IDENTIFIED ON YOUR ESTIMATE, ARE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP AND MEET GENERALLY ACCEPTED INDUSTRY STANDARDS. THIS PARTS AND LABOR GUARANTEE WILL BE IN EFFECT FOR AS LONG AS YOU OWN THE VEHICLE DESCRIBED IN THE ESTIMATE. THIS GUARANTEE COVERS THE COST OF THE PART, LABOR TO INSTALL, AND INCIDENTALS SUCH AS PAINT AND MATERIALS AND IS SPECIFICALLY LIMITED TO THOSE ITEMS. THIS GUARANTEE DOES NOT COVER LOSS OR DAMAGE THAT IS UNRELATED TO DEFECTS IN THE QUALITY REPLACEMENT PARTS. THIS IS NOT TRANSFERABLE. IF ANY QUALITY REPLACEMENT PARTS ARE DEFECTIVE IN EITHER MATERIAL OR WORKMANSHIP, CONTACT YOUR LOCAL GEICO REPRESENTATIVE.

Estimate of Record

2012 HOND Odyssey EX-L 4D VAN 6-3.5L Gasoline Electronic Fuel Injection SILVER

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATPC 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARG4429, CCC Data Date 12/09/2021, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2022 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

Claim #:
Workfile ID:

063065466000000
d1157ba5

Item 38.

Estimate of Record

2012 HOND Odyssey EX-L 4D VAN 6-3.5L Gasoline Electronic Fuel Injection SILVER

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.



Claim Number	: 0630654660000002-01
Version	:
Image FileName	: backdrivercorner
Image Label	: Driver Side Rear
Insured	: Mc Culley, Colin
Policy Number	: 4545302160
Claimant	: Mc Culley, Colin
Year	: 2012
Make	: Honda
Model	: Odyssey EX-L
VIN	: 5FNRL5H62CB118089
Loss Date	: 10/29/2021
Appraiser	: SIMMONS, TOBY
Photo Added Date	: 12/16/2021

GEICO

WISCONSIN

For supplements visit: partners.geico.com

PO BOX 1231

Manitowoc, WI 54221

Phone: (920) 412-8102

 Claim #: 0630654660000002-01
 Workfile ID: d1157ba5
Supplement of Record 1 Summary
 Written By: JEFFREY SCHMITZ, 2/9/2022 11:56:04 AM
 Adjuster: Simmons, Toby

Insured:	Colin Mc Culley	Owner Policy #:	4545302160	Claim #:	0630654660000002-01
Type of Loss:	Collision	Date of Loss:	10/29/2021 02:13 PM	Days to Repair:	3
Point of Impact:	12 Front	Deductible:	1500.00		

Owner (Insured):
 Colin Mc Culley
 1344 Greystone Dr
 Plymouth, WI 53073
 (920) 400-0186 Evening
 (920) 400-0186 Cellular
colinmcculley@gmail.com
Inspection Location:
 MIKE BURKART FORD
 3110 COUNTY RD PP
 PLYMOUTH, WI 53073
 Repair Facility
 (920) 893-6961 Evening
Appraiser Information:

(920) 412-8102

Repair Facility:
 MIKE BURKART FORD
 3110 COUNTY RD PP
 PLYMOUTH, WI 53073
 (920) 893-6961 Evening
 391027312 Federal ID
 Mark Leonhard
[<markl@burkartford.com>](mailto:markl@burkartford.com)
VEHICLE

2012 HOND Odyssey EX-L 4D VAN 6-3.5L Gasoline Electronic Fuel Injection SILVER

VIN:	5FNRL5H62CB118089	Production Date:		Interior Color:	
License:	456PLG	Odometer:	133083	Exterior Color:	SILVER
State:	WI	Condition:			

TRANSMISSION

AUTOMATIC TRANSMISSION

DRIVER CONVENIENCE
 KEYLESS ENTRY
 MESSAGE CENTER
 POWER DRIVER SEAT
 POWER WINDOWS
 POWER LOCKS
 POWER MIRRORS
 HEATED MIRRORS
 POWER TRUNK/LIFTGATE
 CRUISE CONTROL
 INTERMITTENT WIPERS
 TILT WHEEL
 TELESCOPIC WHEEL
 STEERING WHEEL TOUCH CONTROLS
HOME LINK**INSTRUMENT PANEL**
 TRACTION CONTROL
 STABILITY CONTROL
 ALARM
 AIR CONDITIONING
 CLIMATE CONTROL
 REAR DEFOGGER
 HANDS FREE DEVICE
RADIO
 AM RADIO
 FM RADIO
 STEREO
 SEARCH/SEEK
 CD PLAYER
 AUXILIARY AUDIO CONNECTION
ROOF

ELECTRIC GLASS ROOF

SAFETY
 DRIVERS SIDE AIR BAG
 PASSENGER AIR BAG
 FRONT SIDE IMPACT AIR BAGS
 HEAD/CURTAIN AIR BAGS
PAINT

CLEARCOAT PAINT

FRONT END
 POWER STEERING
 POWER BRAKES
 ANTI-LOCK BRAKES (4)
GLASS & MIRRORS
 DUAL MIRRORS
 PRIVACY GLASS
LEATHER SEATS
 POWER PASSENGER SEAT
 HEATED SEATS
 RETRACTABLE SEATS
 3RD ROW SEAT
 CAPTAIN CHAIRS (2)
REAR CONVENIENCE
 DUAL AIR CONDITIONING
 DUAL POWER SLIDING DOORS
REAR END
 BACKUP CAMERA
 REAR WINDOW WIPER
 REAR SPOILER
WHEELS
 4-WHEEL DISC BRAKES
 ALUMINUM/ALLOY WHEELS

Claim #:
Workfile ID:

063065466000000
d1157ba5

Item 38.

Supplement of Record 1 Summary

2012 HOND Odyssey EX-L 4D VAN 6-3.5L Gasoline Electronic Fuel Injection SILVER

CONSOLE/STORAGE

SATELLITE RADIO

SEATS

Supplement of Record 1 Summary

2012 HOND Odyssey EX-L 4D VAN 6-3.5L Gasoline Electronic Fuel Injection SILVER

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER					
2	S01	O/H front bumper				1.8	
3	R&I	Air deflector	71110TK8A00			Incl.	
4	R&I	Center grille	71102TK8A00			Incl.	
5	R&I	RT Outer grille	71103TK8A00			Incl.	
6	R&I	LT Outer grille	71108TK8A00			Incl.	
7	** <>	S01 Repl A/M Bumper cover w/o park sensor	HO1000293	1	418.00	Incl.	3.0
		NOTE: MORE COST EFFECTIVE TO REPLACE					
8	S01	Add for Clear Coat					1.2
9	**	S01 Repl A/M License mount	HO1068115	1	13.65	0.2	
		NOTE: HIDDEN DAMAGE					
10	**	S01 Repl A/M LT Spacer	HO1042138	1	15.75	0.1	
		NOTE: HIDDEN DAMAGE					
11		GRILLE					
12	**	S01 Repl A/M Grille	HO1200207	1	127.00	0.7	
		NOTE: HIDDEN DAMAGE					
13		FRONT LAMPS					
14	R&I	LT R&I headlamp assy	33150TK8A01			0.3	
15		FENDER					
16	*	S01 Rpr LT Fender	60260TK8A90ZZ			2.0	1.9
		NOTE: LABOR: Time is after bumper cover, headlamp and rocker molding are removed Adjusted base coat application, based upon area of repairs needed. Full clear coat allowed AGREED TO MORE TIME					
17	S01	Overlap Major Non-Adj. Panel					-0.2
18		Add for Clear Coat					0.3
19	**	S01 Repl A/M LT Fender liner	HO1248141	1	102.00	0.4	
		NOTE: HIDDEN DAMAGE					
20	*	S01 R&I Mud guard front & rear set	08P00TK8100			0.2	
		NOTE: LF ONLY					
21		PILLARS, ROCKER & FLOOR					
22	*	R&I <u>LT Rocker molding gray texture - Loosen</u>	71850TK8A00ZA			0.2	
23	S01	R&I LT Glass assy Honda	73370TK8A01			1.0	
		NOTE: REMOVAL FOR REPAIR					
24		MISCELLANEOUS OPERATIONS					
25	#	Repl Corrosion protection		1	10.00 T	0.2	
26	#	Refn Cover Car					0.2
27	#	Subl Flex Additive		1	5.00 T		
28	#	S01 Repl Glass Installation Kit		1	25.00		
		NOTE: FOR LT PILLAR GLASS					
29		OTHER CHARGES					

Claim #:
Workfile ID:

063065466000000
d1157ba5

Item 38.

Supplement of Record 1 Summary

2012 HOND Odyssey EX-L 4D VAN 6-3.5L Gasoline Electronic Fuel Injection SILVER

30	#	E.P.C.	1	3.00		
SUBTOTALS				719.40	7.1	6.4

NOTES

Prior Damage Notes:
NO UPD FOUND IN PHOTOS

ESTIMATE TOTALS

Category	Basis			Rate	Cost \$
Parts					701.40
Body Labor	7.1 hrs	@		\$ 60.00 /hr	426.00
Paint Labor	6.4 hrs	@		\$ 60.00 /hr	384.00
Paint Supplies	6.4 hrs	@		\$ 40.00 /hr	256.00
Miscellaneous					15.00
Other Charges					3.00
Subtotal					1,785.40
Sales Tax	\$ 1,785.40	@		5.0000 %	89.27
County Tax	\$ 1,785.40	@		0.5000 %	8.93
Total Cost of Repairs					1,883.60
Deductible					1,500.00
Total Adjustments					1,500.00
Net Cost of Repairs					383.60

Supplement of Record 1 Summary

2012 HOND Odyssey EX-L 4D VAN 6-3.5L Gasoline Electronic Fuel Injection SILVER

SUPPLEMENT SUMMARY

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
Changed Items							
5		R&I Air deflector	71110TK8A00			-0.2	
3	S01	R&I Air deflector	71110TK8A00			Incl.	
7		R&I Center grille	71102TK8A00			-0.2	
4	S01	R&I Center grille	71102TK8A00			Incl.	
8		R&I RT Outer grille	71103TK8A00			-0.1	
5	S01	R&I RT Outer grille	71103TK8A00			Incl.	
9		R&I LT Outer grille	71108TK8A00			-0.1	
6	S01	R&I LT Outer grille	71108TK8A00			Incl.	
13	*	Rpr LT Fender	60260TK8A90ZZ			-1.5	-1.9
NOTE: LABOR: Time is after bumper cover, headlamp and rocker molding are removed Adjusted base coat application, based upon area of repairs needed. Full clear coat allowed							
16	*	S01 Rpr LT Fender	60260TK8A90ZZ			2.0	1.9
NOTE: LABOR: Time is after bumper cover, headlamp and rocker molding are removed Adjusted base coat application, based upon area of repairs needed. Full clear coat allowed AGREED TO MORE TIME							
Deleted Items							
2	* <>	Rpr Bumper cover w/o park sensor	04711TK8A91ZZ			-2.0	-2.5
NOTE: Adjusted base coat application, based upon area of repairs needed. Full clear coat allowed							
3	*	Add for Clear Coat					-1.2
4		R&I R&I bumper cover	04711TK8A91ZZ			-1.0	
6		R&I License mount	71180TK8A00			-0.2	
14		Overlap Major Non-Adj. Panel					0.2
16	*	R&I LT Fender liner - Loosen	74151TK8A00			-0.2	
Added Items							
2		S01 O/H front bumper				1.8	
7	** <>	S01 Repl A/M Bumper cover w/o park sensor	HO1000293	1	418.00	Incl.	3.0
NOTE: MORE COST EFFECTIVE TO REPLACE							
8		S01 Add for Clear Coat					1.2
9	**	S01 Repl A/M License mount	HO1068115	1	13.65	0.2	
NOTE: HIDDEN DAMAGE							
10	**	S01 Repl A/M LT Spacer	HO1042138	1	15.75	0.1	
NOTE: HIDDEN DAMAGE							
11	GRILLE						
12	**	S01 Repl A/M Grille	HO1200207	1	127.00	0.7	
NOTE: HIDDEN DAMAGE							
17		S01 Overlap Major Non-Adj. Panel					-0.2
19	**	S01 Repl A/M LT Fender liner	HO1248141	1	102.00	0.4	
NOTE: HIDDEN DAMAGE							

Supplement of Record 1 Summary

2012 HOND Odyssey EX-L 4D VAN 6-3.5L Gasoline Electronic Fuel Injection SILVER

20	*	S01	R&I	Mud guard front & rear set	08P00TK8100		0.2
				NOTE: LF ONLY			
23		S01	R&I	LT Glass assy Honda	73370TK8A01		1.0
				NOTE: REMOVAL FOR REPAIR			
28	#	S01	Repl	Glass Installation Kit		1	25.00
				NOTE: FOR LT PILLAR GLASS			
				SUBTOTALS	701.40	0.9	0.5

NOTES

Prior Damage Notes:
NO UPD FOUND IN PHOTOS

TOTALS SUMMARY

Category	Basis	Rate	Cost \$
Parts			701.40
Body Labor	0.9 hrs @	\$ 60.00 /hr	54.00
Paint Labor	0.5 hrs @	\$ 60.00 /hr	30.00
Paint Supplies	0.5 hrs @	\$ 40.00 /hr	20.00
Subtotal			805.40
Sales Tax	\$ 805.40 @	5.0000 %	40.27
County Tax	\$ 805.40 @	0.5000 %	4.03
Total Supplement Amount			849.70
NET COST OF SUPPLEMENT			849.70

CUMULATIVE EFFECTS OF SUPPLEMENT(S)

Estimate	1,033.90	TOBY SIMMONS
Supplement S01	849.70	JEFFREY SCHMITZ
Workfile Total:	\$ 1,883.60	
TOTAL ADJUSTMENTS:	\$ 1,500.00	
NET COST OF REPAIRS:	\$ 383.60	

Supplement of Record 1 Summary

2012 HOND Odyssey EX-L 4D VAN 6-3.5L Gasoline Electronic Fuel Injection SILVER

This is not an authorization to repair.

All GEICO customers have the right to have their vehicle repaired in the shop of their choice.

No Supplement will be honored unless authorized by GEICO.

NOTICE: Vehicles constructed of special metals may require the use of specialized welding and bonding equipment. Proper measuring and structural repair systems are required on today's vehicle to accurately accomplish vehicle repairs. Make sure your shop has the proper equipment to repair your vehicle.

ALTERNATE PARTS DISCLAIMER:

IF A QUALITY REPLACEMENT PART (A/M, LKQ, RECOND OR OPT OEM) APPEARS ON THIS ESTIMATE, IT INDICATES THAT THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. GUARANTEES, IF ANY, APPLICABLE TO THESE REPLACEMENT CRASH PARTS ARE PROVIDED BY THE PART MANUFACTURER OR DISTRIBUTOR RATHER THAN BY THE MANUFACTURER OF YOUR VEHICLE.

***IN ADDITION TO ANY SUCH GUARANTEES, GEICO PROVIDES THE FOLLOWING:

****OWNER LIMITED GUARANTEE**** WE GUARANTEE THAT ALL QUALITY REPLACEMENT BODY PARTS (PARTS NOT MANUFACTURED BY THE MANUFACTURER) IDENTIFIED ON YOUR ESTIMATE, ARE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP AND MEET GENERALLY ACCEPTED INDUSTRY STANDARDS. THIS PARTS AND LABOR GUARANTEE WILL BE IN EFFECT FOR AS LONG AS YOU OWN THE VEHICLE DESCRIBED IN THE ESTIMATE. THIS GUARANTEE COVERS THE COST OF THE PART, LABOR TO INSTALL, AND INCIDENTALS SUCH AS PAINT AND MATERIALS AND IS SPECIFICALLY LIMITED TO THOSE ITEMS. THIS GUARANTEE DOES NOT COVER LOSS OR DAMAGE THAT IS UNRELATED TO DEFECTS IN THE QUALITY REPLACEMENT PARTS. THIS IS NOT TRANSFERABLE. IF ANY QUALITY REPLACEMENT PARTS ARE DEFECTIVE IN EITHER MATERIAL OR WORKMANSHIP, CONTACT YOUR LOCAL GEICO REPRESENTATIVE.

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

Supplement of Record 1 Summary

2012 HOND Odyssey EX-L 4D VAN 6-3.5L Gasoline Electronic Fuel Injection SILVER

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARG4429, CCC Data Date 02/01/2022, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2022 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Claim #:
Workfile ID:

063065466000000
d1157ba5

Item 38.

Supplement of Record 1 Summary

2012 HOND Odyssey EX-L 4D VAN 6-3.5L Gasoline Electronic Fuel Injection SILVER

ALTERNATE PARTS SUPPLIERS

Line	Supplier	Description	Price
7	KEYSTONE-MILWAUKEE, WI 4410 N. 132ND STREET, SUITE A BUTLER WI 53007 (414) 463-1019	#HO1000293 A/M Bumper cover w/o park sensor Quote: 1166779092 Expires: 03/24/22	\$ 418.00
9	National Autobody Parts Ship DFW 2000 E Main Street Grand Prairie TX 75050 (800) 214-7222	#HO1068115 A/M License mount Quote: 1135088785 Expires: 02/14/22	\$ 13.65
10	National Autobody Parts Ship DFW 2000 E Main Street Grand Prairie TX 75050 (800) 214-7222	#HO1042138 A/M LT Spacer Quote: 1135088785 Expires: 02/14/22	\$ 15.75
12	KEYSTONE-MILWAUKEE, WI 4410 N. 132ND STREET, SUITE A BUTLER WI 53007 (414) 463-1019	#HO1200207 A/M Grille Quote: 1166779092 Expires: 03/24/22	\$ 127.00
19	KEYSTONE-MILWAUKEE, WI 4410 N. 132ND STREET, SUITE A BUTLER WI 53007 (414) 463-1019	#HO1248141 A/M LT Fender liner Quote: 1166779092 Expires: 03/24/22	\$ 102.00



Claim Number 0630654660000002
Pay To The Order Of Colin Patrick Mc Culley

Item 38.

Financials

Gross Amount \$383.60
Net Amount \$383.60
Backup Withholding \$0.00

Payment Identification

Issued Date 02/11/2022
Mail To Name Colin Patrick Mc Culley
Mail To Address 1344 Greystone Dr, Plymouth, WI, 53073-4573
Memo Collision Coverage
Payment Type Customer Choice
Check Number 230974760

Related Documents

Document Name

Reserve Line Allocation

Exposure	Reserve Line	Cost Type	Amount
Colin Patrick Mc Culley - Collision (2012 HONDA)	Collision	Loss	\$383.60

III

Res. No. 169- 21 - 22. By Alderperson Dekker. March 21, 2022.

A RESOLUTION officially recognizing the James Madison Neighborhood Association.

WHEREAS, the Mayor and Common Council of the City of Sheboygan, along with its staff and citizens, recognize the importance of developing and maintaining healthy neighborhoods throughout the community; and

WHEREAS, the City of Sheboygan values citizen involvement and wishes to reach out to all segments of the community by supporting the formation of effective neighborhood associations; and

WHEREAS, the James Madison Neighborhood Association has been organized by residents of the City of Sheboygan with a mission statement as follows:

To build a sense of community through neighborhood activities, to provide a forum for sharing information and expressing concerns to local government, and to maintain and enhance pride and awareness in our neighborhood;

and

WHEREAS, the primary goals of the James Madison Neighborhood Association are to:

- Promote neighborliness, cooperation and goodwill among the members of our neighborhood;
- Promote neighbors helping neighbors;
- Encourage participation of residents in neighborhood gatherings and events; and
- Facilitate neighborhood conversation and consensus on important topics and to provide a neighborhood voice;

and

WHEREAS, the James Madison Neighborhood Association will serve residents of the City of Sheboygan in the neighborhood bounded by the west side of the Union Pacific railroad tracks, the north side of Broadway Avenue, the east side of South 24th Street, and the south side of Georgia Avenue; and

Shys
over

WHEREAS, the James Madison Neighborhood Association shall become a member of the Mayor's Neighborhood Leadership Cabinet (MNLC) and be eligible to apply for grant funds through grant programs offered by the MNLC.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan, whose Mayor and Common Council are herein assembled, officially recognizes the James Madison Neighborhood Association.

BE IT FURTHER RESOLVED: That the Mayor, Common Council and staff of the City of Sheboygan hereby pledge their support and cooperation in addressing the needs of the citizens of the neighborhood in particular and the community in general.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. 168 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
March 21, 2022.

A RESOLUTION authorizing the addition of a Neighborhood Engagement Specialist to the City of Sheboygan Table of Organization.

WHEREAS, it is the sense of the council that it is appropriate to add a position entitled "Neighborhood Engagement Specialist." This position will work with interested parties to create and expand neighborhood associations, to provide liaison services to existing associations, to assist with implementation of new and existing housing rehabilitation programs, and to assist with affordable housing funded programs; and

WHEREAS, funding for the position will come from the Affordable Housing Fund and Community Development Block Grant funds.

NOW, THEREFORE, BE IT RESOLVED: That the Director of Planning and Development is hereby authorized to hire a Neighborhood Engagement Specialist in the Planning and Development Department.

BE IT FURTHER RESOLVED: That said Neighborhood Engagement Specialist shall be included in the City's Table of Organization and shall be placed in Class Grade D thereof.

BE IT FURTHER RESOLVED: That funding for the position shall come from the Affordable Housing Fund and Community Development Block Grant funds.

BE IT FURTHER RESOLVED: That the Director of Planning and Development shall work with the Finance Director to submit a budget transfer resolution to the Common Council for all funding not already provided for as part of the 2022 Budget prior to expending such funds.

FP

BE IT FURTHER RESOLVED: That the City Administrator (in the absence of the Human Resources Director) shall create an updated copy of the table of organization including this position and file it with the City Clerk. Pursuant to Sec. 82-31, Sheboygan Municipal Code, said updated copy shall be included annually as part of the non-represented compensation plan.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. 170 - 21 - 22. By Alderpersons Felde and Filicky-Peneski.
March 21, 2022.

A RESOLUTION authorizing the appropriate City officials to enter into a Master Continuing Disclosure Services Agreement that provides for Ehlers to be retained as the City's Dissemination Agent for Issuer Continuing Disclosure as required pursuant to Securities and Exchange Commission (SEC) Rule 15c2-12.

WHEREAS, as an issuer of municipal securities, the City is required to comply with all continuing disclosure obligations enumerated in the Continuing Disclosure Agreement/Certificate/Undertaking (CDU) associated with each issue of securities subject to the Rule; and

WHEREAS, the City has hired Quarles & Brady as its disclosure counsel, but needs to also assign a Dissemination Agent to help prepare and file disclosure reports within required time frames. Quarles & Brady has indicated that it has and can work with Ehlers on our behalf in this role.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to execute the Master Continuing Disclosure Services Agreement, a copy of which is attached hereto and incorporated herein.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

March 1, 2022

MASTER CONTINUING DISCLOSURE SERVICES
AGREEMENT FOR:

City of Sheboygan, Wisconsin



Prepared by:

Ehlers
3060 Centre Pointe Drive
Roseville, Minnesota 55113

BUILDING COMMUNITIES. IT'S WHAT WE DO.



March 1, 2022

City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

**Re: Letter of Engagement to Retain Ehlers as Dissemination Agent for Issuer
Continuing Disclosure Required Under Securities and Exchange Commission
(SEC) Rule 15c2-12 (the “Rule”)**

As an issuer of municipal securities, the City (“Issuer”) is required to comply with all continuing disclosure obligations enumerated in the Continuing Disclosure Agreement/Certificate/Undertaking (CDU) associated with each issue of securities subject to the Rule. Many Issuers have CDU’s that vary significantly from one CDU to another. Ehlers & Associates, Inc. (“Ehlers”) can help you comply with all CDU obligations as Dissemination Agent. Fulfilling this obligation requires research, preparation and filing of disclosure reports within specific time frames.

This Letter of Engagement (“Letter”) is being presented to memorialize and clarify the terms of the Issuer’s engagement of Ehlers as the Issuer’s Dissemination Agent. In this regard, Ehlers agrees to provide Issuer with those services described in Appendix A (“Services”). Ehlers shall be entitled to compensation by the Issuer also as described in Appendix A.

This Letter shall be effective as of the date of its execution by the Issuer and shall remain in effect for a period of one (1) year (the “Initial Term”). This Letter shall renew automatically on each anniversary of the effective date of this Letter (each an “Additional Term”). Notwithstanding the foregoing, this Letter may be terminated by either party upon sixty (60) days prior written notice. The Initial Term and each Additional Term shall collectively be referred to herein as the “Term”.

In order to perform the engagement, Issuer agrees to provide Ehlers all documents and information as are deemed necessary to fulfill the Issuer’s reporting requirements under each respective CDU, and within the applicable timeframe(s) (“Disclosure Information”). With respect to Issuer’s obligation to report the occurrence of any event for which a material event notice (“Event Notice”) is to be filed, Issuer shall provide Disclosure Information related to the event to Ehlers within five (5) days of its occurrence. All other Disclosure Information must be provided to Ehlers within fourteen (14) days of Issuer’s receipt of any such request from Ehlers. If Issuer fails to provide any Disclosure Information to Ehlers in accordance with the foregoing, Ehlers shall not be held liable for any reason in the event that any necessary disclosure filing is not disseminated to the

appropriate party within the applicable timeframe(s). Further, if for any reason Issuer fails to provide required Disclosure Information to Ehlers in accordance with the foregoing and Issuer's delay results in any disclosure filing being after a stated deadline, Ehlers shall, without further direction or instruction from Issuer, file a notice(s) with the applicable recipient submitting information provided by Issuer, if any, and/or describing the failure and providing any other information as Ehlers deems appropriate.

Ehlers shall deem all Disclosure Information provided to it by the Issuer to be accurate and free of defect, as well as not containing any material misstatements, falsehoods, or omissions of fact. Issuer acknowledges that Ehlers shall be entitled to rely on all Disclosure Information provided by the Issuer without further investigation as to its completeness or accuracy.

Issuer shall indemnify, hold harmless and defend Ehlers from and against any damages, costs or other liabilities (including reasonable attorneys' fees) arising from or relating to any breach of this Letter by Issuer, including, but not limited to, damages, costs and other liabilities arising out of any Disclosure Information received and disseminated by Ehlers. Further, in no event shall Ehlers' total aggregate liability under this Letter be in excess of the amount of fees paid by Issuer to Ehlers during the Term then in effect notwithstanding anything contained herein. In addition, Issuer acknowledges that Ehlers shall not be responsible and/or liable for any errors, misstatements or omissions associated with any continuing disclosure report or filing, or for the correction thereof, that was prepared or disseminated by any party other than Ehlers.

This Letter constitutes the entire agreement between the parties and is intended to supersede any and all agreements, whether oral or written, between the parties that were entered into relative to the subject matter hereof prior to the effective date of this Letter. No amendment or modification of this Letter shall be deemed valid unless made in writing and signed by both parties.

This Letter covers the Issuer's current outstanding securities. The Issuer may request in writing that Ehlers act as the Dissemination Agent on any future securities subject to the Rule.

If our engagement under the terms of this Letter is acceptable, please sign this Letter in the appropriate signature block below and return a signed copy to us for our records. If, however, you do not wish to engage our services, please note that election and return a copy of this Letter to us.

Please contact me if you have any questions or would like to discuss our engagement further.

Sincerely,

Phil Cosson
Senior Municipal Advisor

City of Sheboygan, WI
Master Continuing Services Agreement

SO ACCEPTED BY ISSUER

Issuer hereby accepts this Letter and engages Ehlers to provide the services noted herein and executes this Letter as of the date noted below:

By: _____ Title: _____

Name: _____ Date: _____

SO DECLINED BY ISSUER

Issuer hereby acknowledges that it will be responsible for updating and submitting all necessary continuing disclosure reports and filings as may be required of Issuer without the assistance of Ehlers. Issuer further acknowledges and agrees that Ehlers assumes no responsibility for the compilation and/or submission of any such continuing disclosure reports or filings.

By: _____ Title: _____

Name: _____ Date: _____

Appendix A

EHLERS DISSEMINATION AGENT SERVICES AND FEES

Ehlers' continuing disclosure services are designed to assist the Issuer in meeting its continuing disclosure obligations. Depending on the size of a transaction and the total amount of debt outstanding at the time of issuance, different debt issues may be subject to different reporting requirements. Ehlers will provide the services identified below, which are reflective of the Issuer's requirements under its respective Continuing Disclosure Undertaking (CDU). In no event will Ehlers assist Issuer with assessing whether information provided or omitted as part of an annual filing is "material" or whether an event is "material" under the federal securities laws requiring the filing of an event notice pursuant to a CDU. If the Issuer accepts this letter and engages Ehlers as the Dissemination Agent, Ehlers shall provide the following services and charge the following fees:

Full Disclosure Services

Background

Since 1995, Securities and Exchange Commission (SEC) rule 15c2-12 (the "Rule") has required underwriters of municipal securities to ensure that issuers are obligated to provide periodic reporting of specific information with respect to certain issues of municipal securities. An issuer is classified as a "full disclosure" reporting entity when it issues securities subject to the Rule in an amount of \$1 million or more, and further provided that total securities subject to the Rule and currently outstanding exceed \$10 million. Full disclosure reporting entities must:

- File reports consisting of specific information at least annually with the Municipal Securities Rulemaking Board's (MSRB) Electronic Municipal Market Access (EMMA) system (<http://emma.msrb.org>).
- File "Event Notices" regarding enumerated events specified in SEC rules and CDUs within 10 business days of occurrence. Event Notices are filed through the same EMMA system.

Description of Services

Issuer engages Ehlers to provide the following services in connection with the preparation and dissemination of Issuer's continuing disclosure reports and Event Notice filings in connection with all outstanding debt issues of Issuer subject to the Rule and for which continuing disclosure reports or filings are required. During the Term of the engagement, Ehlers shall provide the services hereinafter described with respect to all existing and future securities of the Issuer subject to the Rule and having continuing disclosure requirements. Ehlers shall provide these services for any other securities of the Issuer when requested in writing by the Issuer.

Annual Filings, or More Frequently, if Required

- a. Review and catalog of all Continuing Disclosure Agreement/Certificate/Undertaking (CDU)'s of Issuer relative to current and future issues of securities subject to the Rule.
- b. Creation of a timetable for the anticipated schedule of events relating to the preparation of Issuer's annual (or more frequently, if required) continuing disclosure report.
- c. Collection of information from third parties and Issuer, as applicable, to the extent necessary to prepare the annual (or more frequently, if required) continuing disclosure report.
- d. Preparing the annual (or more frequently, if required) continuing disclosure report in a standardized format acceptable for submission to the EMMA system, or any future industry standard.
- e. Submission of the annual (or more frequently, if required) continuing disclosure report and any Event Notices to the designated recipient based on the applicable CDU's of Issuer and all laws, rules and regulations relative thereto.
- f. Delivering a copy of any report or notice submitted in accordance with (e. above) to Issuer for its records, as well as confirmations of receipt of filing(s).
- g. Respond to Underwriter/Investor inquiries and requests.
- h. Providing recommendations to Issuer relating to future continuing disclosure related matters.

Event Notices

- a. Informing Issuer of the types of events that may require the filing of an "Event Notice" and the required reporting period for such notices.
- b. Notifying Issuer of any information Ehlers discovers that may require the filing of an Event Notice, and preparation and filing of the required Event Notice.
- c. Upon notification by Issuer of any circumstances that may require the filing of an Event Notice, preparing, filing, and providing confirmation of filing the required Event Notice.

Description of Fees

Full Disclosure Services fees shall be assessed as follows:

Number of Issuer Continuing Disclosure Undertakings	Annual Fee
One (1) to three (3) CDU's	\$2,800
Four (4) to six (6) CDU's	\$3,300
Seven (7) or more CDU's	\$3,800

Plus, any out-of-pocket expenses.

Special Circumstances

If an Issuer's CDU requires periodic filings (quarterly or semiannually) in addition to the annual filings, a fee of \$500 per required CDU filing shall be assessed.

Limited Disclosure Services

Background

In 2009, the Securities and Exchange Commission put into place revised rules regarding a limited scope of continuing disclosure requirements for certain municipal securities issuers. These rules apply to any securities issued on or after July 1, 2009 in amounts of \$1 million or more and where the Issuer's total amount of principal outstanding and subject to the Rule is less than \$10 million upon issuance. Any issuer meeting the aforementioned parameters must comply with a limited disclosure undertaking and file annual reports. Issuers subject to limited disclosure requirements must file audited financial statements (or unaudited financial statements if allowed under a CDU) on an annual basis, rather than both financial statements and operating and statistical data.

Description of Services

Ehlers shall provide the following services in connection with the preparation and dissemination of Issuer's continuing disclosure reports and Event Notice filings for all current and future outstanding securities of Issuer subject to the Rule and for which continuing disclosure reports or filings are required. During the Term of the engagement, Ehlers shall provide the services hereinafter described with respect to all future issuances for which Ehlers provides municipal advisory services and that have continuing disclosure requirements. Ehlers will also provide these services for any other issues when requested in writing by the Issuer.

Services to be provided are as follows:

Annual Filings

- a. Review of all Continuing Disclosure Agreement/Certificate/Undertaking (CDU)'s of Issuer relative to currently outstanding issuances.
- b. Creation of a timetable for the anticipated schedule of events relating to the dissemination of Issuer's annual updated financial information and operating data.
- c. Submitting the Issuer's annual financial statements to the designated recipient thereof based on the applicable CDU's of Issuer and all laws, rules and regulations relative thereto.
- d. Delivering a copy of any report or notice submitted in accordance with (c above) to Issuer for its records.
- e. Respond to Underwriter/Investor inquiries and requests.
- f. Providing recommendations to Issuer relating to future continuing disclosure related matters.

Event Notices

- a. Informing Issuer of the types of events that may require the filing of an "Event Notice".
- b. Notifying Issuer of any information Ehlers discovers that may require the filing of an Event Notice, and preparation and filing of the required Event Notice.
- c. Upon notification by Issuer of any circumstances that may require the filing of an Event Notice, prepare and file the required Event Notice.

Description of Fees

Limited Disclosure Services shall be provided annually for a fee of \$750.

Future Fee Changes

Ehlers reserves the right to adjust fees during the Term of the engagement without prior consent of the Issuer, but not more than annually. Prior to any fee adjustments, the Issuer will be notified in writing of the revised fees and their effective date.

Appendix B

EVENT NOTICES

If any one of the listed events occurs in relation to the Issuer and/or any of the Issuer's securities subject to this agreement, you must notify Ehlers at the earliest possible time to discuss the applicability and the need for any filing of an Event Notice. The Issuer may also wish to discuss the matter with its legal counsel to gauge materiality of any occurrence.

Mandatory Event Notices

- Principal and interest payment delinquencies
- Non-payment related defaults, if material
- Unscheduled draws on debt service reserves reflecting financial difficulties
- Unscheduled draws on credit enhancements reflecting financial difficulties
- Substitution of credit or liquidity providers or their failure to perform
- Adverse tax opinions, IRS notices or material events affecting the tax status of the security
- Modifications to rights of security holders, if material
- Bond calls, if material
- Defeasances
- Release, substitution or sale of property securing repayment of the securities, if material
- Rating changes
- Tender offers
- Bankruptcy, insolvency, receivership or similar event of the obligated person
- Merger, consolidation, or acquisition of the obligated person, if material
- Appointment of a successor or additional trustee, or the change of name of a trustee, if material
- Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material; and
- Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties

Additional / Voluntary Event-Based Disclosures

- Amendment to continuing disclosure undertaking
- Change in obligated person
- Notice to investors pursuant to bond documents
- Certain communications from the Internal Revenue Service
- Secondary market purchases
- Bid for auction rate or other securities
- Capital or other financing plan
- Litigation / enforcement action
- Change of tender agent, remarketing agent, or other on-going party
- Derivative or other similar transaction
- Other event-based disclosures

VIII

R. C. No. 259 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE. March 21, 2022.

Your Committee to whom was referred Res. No. 153-21-22 by Alderpersons Mitchell and Filicky-Peneski awarding the sale of \$2,215,000 General Obligation Promissory Notes, Series 2022A; recommends adopting the Resolution.

_____	_____
_____	_____
_____	_____
	Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Res. No. 153 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
March 7, 2022.

RESOLUTION AWARDING THE SALE OF \$2,215,000 GENERAL OBLIGATION
PROMISSORY NOTES, SERIES 2022A

WHEREAS, on February 21, 2022, the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin (the "City") adopted a resolution (the "Set Sale Resolution"), providing for the sale of General Obligation Promissory Notes, Series 2022A (the "Notes") for public purposes, including paying the cost of various construction, improvement and acquisition projects set forth in the City's 2022 Capital Improvement Plan, including street and sidewalk repair and improvements, park improvements and upgrades, storm water projects, the acquisition of vehicles and other equipment and providing financial assistance to community development projects for the City's Tax Incremental Districts (collectively, the "Project");

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary to sell the Notes to pay the cost of the Project;

WHEREAS, Ehlers, in consultation with the officials of the City, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on March 21, 2022;

WHEREAS, the City Clerk (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Notes for public sale on March 21, 2022;

WHEREAS, the City has duly received bids for the Notes as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the City. Ehlers has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Ratification of the Notice of Sale and Offering Materials. The Common Council hereby ratifies and approves the details of the Notes set forth in Exhibit A attached hereto as and for the details of the Notes. The Notice of Sale and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the City and Ehlers in connection with the preparation and distribution of the Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Authorization and Award of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of TWO MILLION TWO HUNDRED FIFTEEN THOUSAND DOLLARS (\$2,215,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be applied in accordance with the Notice of Sale and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2022A"; shall be issued in the aggregate principal amount of \$2,215,000; shall be dated April 13, 2022; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on April 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2023. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on April 1, 2030 and thereafter shall be subject to redemption prior to maturity, at the option of the City, on April 1, 2029 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

If the Proposal specifies that any of the Notes are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Notes in such manner as the City shall direct.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2022 through 2031 for the payments due in the years 2023 through 2032 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations

previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, Series 2022A" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium

and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the

State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Execution of the Notes; Closing; Professional Services.

The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 11. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by Bond Trust Services Corporation, Roseville, Minnesota, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The City hereby authorizes the Mayor and City Clerk or other appropriate officers of the City to enter into a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Notes.

Section 12. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments

shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 13. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 15. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Notes allocable to the payment of issuance expenses to a financial institution selected by Ehlers at Closing for further distribution as directed by Ehlers.

Section 16. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with

the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

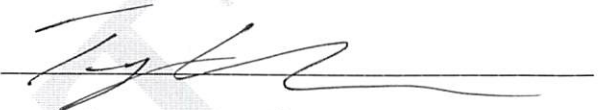

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 18. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 20. Conflicting Resolutions; Severability; Effective Date.

All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the ____ day of _____, 2022.

Dated _____, 2022. _____, City Clerk

Approved _____, 2022. _____, Mayor

EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

[EXHIBIT MRP

Mandatory Redemption Provision

The Notes due on April 1, ____, ____, and ____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on April 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on April 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on April 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on April 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on April 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

EXHIBIT E

(Form of Note)

REGISTERED UNITED STATES OF AMERICA
STATE OF WISCONSIN DOLLARS
SHEBOYGAN COUNTY
NO. R- CITY OF SHEBOYGAN \$
GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2022A

MATURITY DATE: ORIGINAL DATE OF INTEREST RATE: CUSIP:
ISSUE:

April 1, April 13, 2022 %

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: THOUSAND DOLLARS (\$)

FOR VALUE RECEIVED, the City of Sheboygan, Sheboygan County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2023 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by Bond Trust Services Corporation, Roseville, Minnesota (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$2,215,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12),

Wisconsin Statutes, for public purposes, including paying the cost of various construction, improvement and acquisition projects set forth in the City's 2022 Capital Improvement Plan, including street and sidewalk repair and improvements, park improvements and upgrades, storm water projects, the acquisition of vehicles and other equipment and providing financial assistance to community development projects for the City's Tax Incremental Districts, as authorized by a resolution adopted on March 21, 2022. Said resolution is recorded in the official minutes of the Common Council for said date.

The Notes maturing on April 1, 2030 and thereafter are subject to redemption prior to maturity, at the option of the City, on April 1, 2029 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Notes maturing in the years _____ are subject to mandatory redemption by lot as provided in the resolution referred to above, at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State

of Wisconsin; and that a direct annual irrevocable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

This Note shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Sheboygan, Sheboygan County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF SHEBOYGAN
SHEBOYGAN COUNTY, WISCONSIN

By: _____
Ryan Sorenson
Mayor

(SEAL)

By: _____
Meredith DeBruin
City Clerk

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes of the issue authorized by the within-mentioned resolution of the City of Sheboygan, Sheboygan County, Wisconsin.

BOND TRUST SERVICES CORPORATION,
ROSEVILLE, MINNESOTA

By _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

March 21, 2022

SALE DAY REPORT FOR:

City of Sheboygan, Wisconsin

**\$2,195,000 General Obligation Promissory Notes,
Series 2022A**



Prepared by:

Ehlers
N21W23350 Ridgeview Parkway
West,
Suite 100
Waukesha, WI 53188

Philip Cosson,
Senior Municipal Advisor

David Ferris, CPA,
Senior Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

Competitive Sale Results

PURPOSE:	For public purposes, including paying the cost of various construction, improvement and acquisition projects set forth in the City's 2022 Capital Improvement Plan, including street and sidewalk repair and improvements, park improvements and upgrades, storm water projects, the acquisition of vehicles and other equipment and providing financial assistance to community development projects for the City's Tax Incremental Districts.
RATING:	Moody's Investor's Service "Aa2"
NUMBER OF BIDS:	8
LOW BIDDER:	Baird, Milwaukee, Wisconsin

COMPARISON FROM LOWEST TO HIGHEST BID: (TIC as bid)

LOW BID:	2.3336%
HIGH BID:	2.8299%
INTEREST DIFFERENCE:	\$63,988

Summary of Sale Results:	
Principal Amount*:	\$2,195,000
Underwriter's Discount:	\$23,043
Reoffering Premium:	\$101,175
True Interest Cost:	2.3301%
Costs of Issuance:	\$58,437
Yields:	1.30%-2.25%
Total P&I	\$2,578,605

NOTES:	Bond Trust Services Corporation, Roseville, Minnesota will serve as Paying Agent on the Notes.
	The Notes maturing April 1, 2030 and thereafter are callable April 1, 2029 or any date thereafter.

* Subsequent to bid opening, the issue size was decreased by \$20,000 to \$2,195,000.00.

CLOSING DATE: April 13, 2022

**DESIGNATED
OFFICIAL ACTION:** Adopt a resolution awarding the sale of \$2,195,000 General Obligation Promissory Notes, Series 2022A.

SUPPLEMENTARY ATTACHMENTS

- Bid Tabulation
- Sources and Uses of Funds
- Updated Debt Service Schedules
- Tax Impact Schedule
- Rating Report
- BBI Graph



BID TABULATION

\$2,215,000* General Obligation Promissory Notes, Series 2022A

City of Sheboygan, Wisconsin

SALE: March 21, 2022

AWARD: BAIRD

Rating: Moody's Investor's Service "Aa2"

Tax Exempt - Non-Bank Qualified

NAME OF BIDDER	MATURITY (April 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
BAIRD				\$2,293,884.75	\$310,700.25	2.3336%
Milwaukee, Wisconsin	2023	3.000%	1.300%			
C.L. King & Associates	2024	3.000%	1.550%			
Fidelity Capital Markets	2025	3.000%	1.700%			
Edward Jones	2026	3.000%	1.800%			
Loop Capital Markets	2027	3.000%	1.900%			
Crews & Associates, Inc.	2028	3.000%	2.000%			
Sierra Pacific Securities	2029	3.000%	2.100%			
Isaak Bond Investments, Inc.	2030	3.000%	2.150%			
Country Club Bank	2031	3.000%	2.200%			
Midland Securities	2032	3.000%	2.250%			
FMS Bonds Inc.						
Multi Bank Securities Inc.						
First Southern LLC						
Dinosaur Securities						
First Bankers' Banc Securities, Inc.						
Mountainside Securities LLC						
COLLIERS SECURITIES LLC				\$2,324,755.85	\$318,467.48	2.3856%
Minneapolis, Minnesota						
BERNARDI SECURITIES, INC.				\$2,287,069.85	\$317,515.15	2.3896%
Chicago, Illinois						
HUNTINGTON SECURITIES, INC				\$2,324,973.25	\$328,608.42	2.4510%
Chicago, Illinois						

Subsequent to bid opening the issue size was decreased to \$2,195,000.

Adjusted Price - \$2,273,132.68

Adjusted Net Interest Cost - \$305,472.32

Adjusted TIC - 2.3301%

NAME OF BIDDER	MATURITY (April 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
THE BAKER GROUP Oklahoma City, Oklahoma				\$2,272,336.80	\$323,360.70	2.4602%
NORTHLAND SECURITIES, INC. Minneapolis, Minnesota				\$2,268,952.95	\$328,088.72	2.4790%
BOK FINANCIAL SECURITIES, INC. Milwaukee, Wisconsin				\$2,324,924.60	\$333,912.07	2.4928%
UBS FINANCIAL SERVICES INC. New York, New York				\$2,288,725.21	\$374,688.12	2.8299%



Financing Plan & Issue Sizing

	Preliminary GO Notes 2022	FINAL GO Notes 2022
Projects		
Street Improvement Projects	455,000	455,000
Fire Department Equipment	932,365	932,365
Park Projects	325,000	325,000
TID 16 Projects	171,400	171,400
Stormwater Projects	250,000	250,000
Funds available	0	0
Project Needs	2,133,765	2,133,765
Reoffering Premium (built into rates)	0	(101,175)
Bid Premium Deposit to Debt Service	0	78,133
Issuance Expenses		
Municipal Advisor	23,800	23,800
Bond Counsel	12,000	12,000
Disclosure Counsel (Estimated)	7,200	7,800
Rating	14,000	14,000
Paying Agent	850	837
Underwriter Fees	22,150	23,043
Total Funds Needed	2,213,765	2,192,202
Less Interest Earnings	(267)	(267)
Rounding	1,502	3,065
Size of Issue	2,215,000	2,195,000

Rate	Months
0.05%	3



Projected Impact of Capital Financing Plan

Existing Debt Payments										Projected Debt Service										
YEAR	Equalized Value Projection	Change in Value	Total of All Obligations	Total Abatement Sources	Net Debt Service Levy	Debt Service Tax Rate	General Obligation Notes, 2022 \$2,195,000 Dated 4-13-22				Less Abatements		Total	Net Debt Service Levy	Levy Change	Debt Service Tax Rate	Impact on \$ 100,000 of Value		Debt Service Tax Rate @ 3% Growth	YEAR
							Prin (4/2)	Rate	Interest	Premium	TID 16 Projects	Abatements					Taxes	Change		
2021	3,080,099,100	12.86%	6,881,981	(3,041,180)	3,840,801	1.25	2021						3,840,801			1.25	124.70	(2.69)	1.25	2021
2022	3,156,346,500	2.48%	7,084,856	(3,233,804)	3,851,052	1.22	2022						3,851,052		10,251	1.22	122.01	13.80	1.22	2022
2023	3,229,187,030	2.31%	5,824,689	(1,712,062)	4,112,626	1.27	2023						4,112,626		534,519	1.36	135.81	(2.85)	1.35	2023
2024	3,473,873,471	7.58%	6,287,438	(1,809,978)	4,477,460	1.29	2024						4,477,460		233,339	1.33	132.96	(2.32)	1.31	2024
2025	3,543,350,940	2.00%	6,408,776	(1,918,508)	4,490,269	1.27	2025						4,490,269		10,109	1.31	130.64	(7.97)	1.27	2025
2026	3,614,217,959	2.00%	5,734,039	(1,584,413)	4,149,626	1.15	2026						4,149,626		283,800	1.23	122.67	(195.593)	1.18	2026
2027	3,686,502,318	2.00%	5,512,399	(1,763,490)	3,748,909	1.02	2027						3,748,909		4,005,800	1.09	108.66	(14.01)	1.04	2027
2028	3,760,232,364	2.00%	5,036,995	(1,719,370)	3,317,625	0.88	2028						3,317,625		94,89	0.95	94.89	(13.78)	0.90	2028
2029	3,835,437,012	2.00%	4,947,570	(1,761,580)	3,185,990	0.83	2029						3,185,990		3,405,065	0.89	88.78	(6.11)	0.83	2029
2030	3,912,145,752	2.00%	4,075,280	(1,623,235)	2,452,045	0.63	2030						2,452,045		2,714,520	0.69	69.39	(19.39)	0.64	2030
2031	3,990,388,667	2.00%	2,850,015	(1,611,315)	1,238,700	0.31	2031						1,238,700		1,352,925	0.39	38.92	(30.47)	0.36	2031
2032	4,070,196,440	2.00%	2,849,828	(1,632,068)	1,217,760	0.30	2032						1,217,760		1,375,085	0.34	33.78	(5.13)	0.31	2032
2033	4,151,600,369	2.00%	2,986,555	(1,640,305)	1,346,250	0.32	2033						1,346,250		1,346,250	0.32	32.43	(1.36)	0.29	2033
2034	4,234,632,376	2.00%	2,585,340	(1,636,490)	948,850	0.22	2034						948,850		(397,400)	0.22	22.41	(10.02)	0.20	2034
2035	4,319,325,024	2.00%	1,985,300	(1,640,700)	344,600	0.08	2035						344,600		(604,250)	0.08	7.98	(14.43)	0.07	2035
2036	4,405,711,524	2.00%	1,985,230	(1,632,630)	332,600	0.08	2036						332,600		(12,000)	0.08	7.55	(0.43)	0.07	2036
2037	4,493,825,755	2.00%	1,953,280	(1,632,680)	320,600	0.07	2037						320,600		(12,000)	0.07	7.13	(0.42)	0.06	2037
2038	4,583,702,270	2.00%	1,854,480	(1,630,880)	223,600	0.05	2038						223,600		(97,000)	0.05	4.88	(2.26)	0.04	2038
2039	4,675,376,315	2.00%	1,032,268	(1,032,268)		0.00	2039								(223,600)	0.00		(4.88)	0.00	2039
2040	4,768,883,842	2.00%	1,029,120	(1,029,120)		0.00	2040									0.00		0.00	0.00	2040
2041	4,864,261,519	2.00%				0.00	2041									0.00		0.00	0.00	2041
2042	4,961,546,749	2.00%				0.00	2042									0.00		0.00	0.00	2042
2043	5,060,777,684	2.00%				0.00	2043									0.00		0.00	0.00	2043
2044	5,161,993,238	2.00%				0.00	2044									0.00		0.00	0.00	2044
TOTALS			78,885,428	(35,286,074)	43,599,354		TOTALS	2,195,000	383,605	74,885		2,499,720	2,297,245	(202,475)						TOTALS

NOTES

Preliminary Planning Difference

2,215,000	238,890	0	2,453,890
(20,000)	144,715	(78,885)	45,830

																														
Allocation of General Obligation Notes, 2022																														
Purpose	Fire Department Equipment					Street Improvement Projects					Park Projects					Storm Water Projects					TWO 16 Projects					TOTAL				
Amount	\$960,000					\$470,000					\$335,000					\$255,000					\$175,000									
Dated	4/13/2022					4/13/2022					4/13/2022					4/13/2022					4/13/2022									
Payment Date	4/1					4/1					4/1					4/1					4/1									
Year	Principal	Rate	Interest	Premium	Total	Principal	Rate	Interest	Premium	Total	Principal	Rate	Interest	Premium	Total	Principal	Rate	Interest	Premium	Total	Principal	Rate	Interest	Premium	Total	Principal	Interest	Premium	Total	Outstanding
2021																														2,195,000
2022																														
2023	110,000	3.00%	40,590	(33,230)	117,360	75,000	3.00%	19,555	(16,787)	77,768	50,000	3.00%	13,990	(12,140)	51,850	25,000	3.00%	10,845	(9,878)	25,967	10,000	3.00%	7,550	(6,850)	10,700	270,000	92,530	(78,885)	283,645	1,925,000
2024	75,000	3.00%	24,375		99,375	5,000	3.00%	11,775		16,775	5,000	3.00%	8,475		13,475	5,000	3.00%	6,825		11,825	10,000	3.00%	4,800		14,800	100,000	56,250		156,250	1,825,000
2025	75,000	3.00%	22,125		97,125	5,000	3.00%	11,625		16,625	5,000	3.00%	8,325		13,325	5,000	3.00%	6,675		11,675	10,000	3.00%	4,500		14,500	100,000	53,250		153,250	1,725,000
2026	135,000	3.00%	18,975		153,975	50,000	3.00%	10,800		60,800	30,000	3.00%	7,800		37,800	25,000	3.00%	6,225		31,225	10,000	3.00%	4,200		14,200	250,000	48,000		298,000	1,475,000
2027	100,000	3.00%	15,450		115,450	50,000	3.00%	9,300		59,300	40,000	3.00%	6,750		46,750	30,000	3.00%	5,400		35,400	10,000	3.00%	3,900		13,900	230,000	40,800		270,800	1,245,000
2028	100,000	3.00%	12,450		112,450	50,000	3.00%	7,800		57,800	40,000	3.00%	5,550		45,550	30,000	3.00%	4,500		34,500	25,000	3.00%	3,375		28,375	245,000	33,675		278,675	1,000,000
2029	70,000	3.00%	9,900		79,900	50,000	3.00%	6,300		56,300	40,000	3.00%	4,350		44,350	35,000	3.00%	3,525		38,525	25,000	3.00%	2,625		27,625	220,000	26,700		246,700	780,000
2030	75,000	3.00%	7,725		82,725	75,000	3.00%	4,425		79,425	50,000	3.00%	3,000		53,000	45,000	3.00%	2,325		47,325	25,000	3.00%	1,875		26,875	270,000	19,350		289,350	510,000
2031	160,000	3.00%	4,200		164,200	60,000	3.00%	2,400		62,400	50,000	3.00%	1,500		51,500	35,000	3.00%	1,125		36,125	25,000	3.00%	1,125		26,125	330,000	10,350		340,350	180,000
2032	60,000	3.00%	900		60,900	50,000	3.00%	750		50,750	25,000	3.00%	375		25,375	20,000	3.00%	300		20,300	25,000	3.00%	375		25,375	180,000	2,700		182,700	-
	\$ 960,000		\$ 156,690	\$ (33,230)	\$ 1,083,460	\$ 470,000		\$ 84,730		\$ 537,943	\$ 335,000		\$ 60,115		\$ 382,975	\$ 255,000		\$ 47,745		\$ 292,867	\$ 175,000		\$ 34,325		\$ 202,475	\$ 2,195,000	\$ 383,605	\$ (78,885)	\$ 2,499,720	

CREDIT OPINION

18 March 2022

✓ Rate this Research

Contacts

Natalie Claes +1.312.706.9973
 AVP-Analyst
 natalie.claes@moodys.com

Douglas Goldmacher +1.212.553.1477
 VP-Senior Analyst
 douglas.goldmacher@moodys.com

CLIENT SERVICES

Americas 1-212-553-1653
 Asia Pacific 852-3551-3077
 Japan 81-3-5408-4100
 EMEA 44-20-7772-5454

Sheboygan (City of) WI

Update to credit analysis

Summary

Sheboygan (Aa2) continues to experience strong tax base growth. The steady increase in valuations and corresponding increases in property tax revenue, coupled with proactive management, support the city's very strong financial position and serve as mitigants to its limited revenue-raising ability. Leverage is moderate, however fixed costs are elevated and resident wealth and income levels are below-average.

Credit strengths

- » Strong financial position
- » Growing tax base

Credit challenges

- » Elevated fixed costs
- » Growth in property tax revenue constrained by strict state-imposed revenue limits

Rating outlook

Moody's does not typically assign outlooks to local governments with this amount of debt.

Factors that could lead to an upgrade

- » Declines in total leverage
- » Strengthened resident wealth and income

Factors that could lead to a downgrade

- » Tax base contraction
- » Material narrowing of operating reserves

Key indicators

Exhibit 1

Sheboygan (City of) WI	2016	2017	2018	2019	2020
Economy/Tax Base					
Total Full Value (\$000)	\$2,446,194	\$2,619,605	\$2,809,903	\$2,919,239	\$3,298,516
Population	48,813	48,560	48,531	48,327	48,327
Full Value Per Capita	\$50,114	\$53,946	\$57,899	\$60,406	\$68,254
Median Family Income (% of US Median)	83.9%	82.8%	83.6%	83.2%	83.2%
Finances					
Operating Revenue (\$000)	\$42,084	\$41,743	\$42,184	\$47,304	\$46,562
Fund Balance (\$000)	\$31,021	\$30,574	\$27,841	\$28,548	\$32,511
Cash Balance (\$000)	\$28,900	\$28,071	\$34,648	\$37,497	\$39,546
Fund Balance as a % of Revenues	73.7%	73.2%	66.0%	60.3%	69.8%
Cash Balance as a % of Revenues	68.7%	67.2%	82.1%	79.3%	84.9%
Debt/Pensions					
Net Direct Debt (\$000)	\$35,976	\$36,128	\$64,518	\$60,152	\$61,900
3-Year Average of Moody's ANPL (\$000)	\$60,875	\$68,435	\$74,135	\$76,486	\$85,908
Net Direct Debt / Full Value (%)	1.5%	1.4%	2.3%	2.1%	1.9%
Net Direct Debt / Operating Revenues (x)	0.9x	0.9x	1.5x	1.3x	1.3x
Moody's - adjusted Net Pension Liability (3-yr average) to Full Value (%)	2.5%	2.6%	2.6%	2.6%	2.6%
Moody's - adjusted Net Pension Liability (3-yr average) to Revenues (x)	1.4x	1.6x	1.8x	1.6x	1.8x

Sources: the city's audited financial statements, US Census Bureau and Moody's Investors Service

Profile

The City of Sheboygan is located along the shores of Lake Michigan, about 50 miles north of [Milwaukee](#) (A2 negative) and 60 miles south of [Green Bay](#) (Aa3). It encompasses 16 square miles in [Sheboygan County](#) (Aa2) and provides a full range of municipal services, including public safety, public works and municipal utilities, to just under 50,000 residents.

Detailed credit considerations

Economy and tax base: growing tax base

Sheboygan is experiencing solid growth because of steady residential and commercial development. The \$3.4 billion tax base consists largely of residential (62% of assessed value) and commercial (30%) property, and has averaged strong 7% annual growth over the past five years. Management reports three housing developments underway as the area's high demand for workers has also translated to a demand for housing. The tax base has room for future expansion with a fair amount of land available for development. The city plans to close six tax increment districts (TIDs) in 2022, which will add almost \$190 million to the tax rolls in 2024.

Sheboygan's economy is diverse with a material healthcare presence. Taxpayer concentration is modest with the top ten taxpayers comprising 12% of full value. The city's largest employers are Aurora Medical Group (1,597 employees), Acuity Mutual Insurance (1,500 employees), and the [Sheboygan Area School District](#) (Aa2, 1,293 employees).

Financial operations and reserves: very strong financial position

Tax base growth has, by extension, resulted in increased property tax revenue and the city's proactive budget management will continue to support a solid financial position. Unaudited fiscal 2021 estimates reflect a \$581,000 general fund surplus. Sheboygan closed fiscal 2020 (year-end December 31) with an available operating fund (general and debt service funds) balance of \$32.5 million or a robust 70% of operating revenue.

The city's largest source of revenue is property taxes, which comprised 53% of fiscal 2020 operating revenue, followed by state aid at 32%. The fiscal 2022 budget includes a \$1.7 million use of fund balance, consisting of just under \$1 million for capital projects and a

This publication does not announce a credit rating action. For any credit ratings referenced in this publication, please see the ratings tab on the issuer/entity page on www.moody's.com for the most updated credit rating action information and rating history.

\$750,000 contingency. Sheboygan's American Rescue Plan Act (ARPA) allocation funding is \$22 million. Planned uses include water and sewer projects, lost revenue replacement, and economic development.

Like many [Wisconsin](#) (Aa1 stable) cities, Sheboygan manages and finances development through TIDs that could pose operating pressure if revenues were to fall short of projections. The city currently has eleven active TIDs and plans to close six in 2022. At the close of fiscal 2020, the TID funds had \$2.9 million in outstanding interfund advances. A portion of these advances will be repaid upon the 2022 closures, and Moody's expects the balance will be repaid as economic development continues. Incremental revenue has historically been sufficient to cover associated debt service, however TID #16 will continue to need a modest amount of general fund support over the next several years.

Liquidity

The city closed fiscal 2020 with a net cash position of \$39.5 million, or an ample 85% of revenue.

Debt, pensions and OPEB: elevated fixed costs

Fixed costs and the city's debt burden are above-average because of ongoing borrowing associated with capital projects, however the pension burden is manageable. Sheboygan is in the process of issuing \$2.2 million of general obligation unlimited tax (GOULT) bonds in conjunction with its capital improvement plan. Following the sale, the city's debt burden will be 1.9% of full value and 1.4x operating revenue. The city has no plans for additional GOULT debt in 2022. Fixed costs, inclusive of debt service and pension contributions, are elevated at 22% of operating revenue in fiscal 2020.

Legal security

Outstanding GOULT debt is backed by the city's full faith and credit pledge. Debt service is payable from a designated property tax levy that is unlimited as to rate or amount.

Debt structure

All of the city's debt is fixed rate. Principal amortization is average with 74% of debt retired within 10 years.

Debt-related derivatives

The city has no exposure to any debt-related derivatives.

Pensions and OPEB

Sheboygan participates in the Wisconsin Retirement System (WRS), a statewide cost-sharing plan. Contributions are determined using a level contribution actuarial method in an effort to keep employer and employee contribution rates at a level percentage of payroll over time, and are set at 100% of the plan's funding requirement. As a result, WRS remains one of the best-funded public employee retirement systems in the country.

The city's three-year adjusted net pension liability (ANPL) is \$86 million, equivalent to 1.8x operating revenue or 2.6% of full value. Moody's ANPL reflects the use of a market-based discount rate to value pension liabilities rather than the assumed rate of investment return on plan assets. In comparison, the reported net pension liability (NPL), based on the plan's 7% discount rate, was negative \$6.8 million in fiscal 2020, reflecting a net pension asset. The city's ANPL is much higher than reported pension liabilities because the market interest rates that we use to value pension liabilities are far lower than reported discount rates (see Exhibit 2).

Exhibit 2

Adjusted pension liabilities notably higher than reported pension liabilities because of Moody's adjustments

\$ thousands	2018	2019	2020
Net pension liability, reported basis	(\$6,121)	\$7,398	(\$6,800)
Discount rate	7.20%	7.00%	7.00%
Net OPEB liability, reported basis	\$5,735	\$5,172	\$5,480
Adj. net pension liability	\$84,041	\$74,261	\$99,422
Discount rate	3.60%	4.22%	3.22%
Adj. net OPEB liability	\$5,718	\$5,097	\$5,167

Sources: the city's audited financial statements and Moody's Investors Service

Sheboygan's other post-employment benefits (OPEB) obligations do not pose a material cost. The OPEB liability reflects an implicit rate subsidy for retirees who pay to remain on the city's health care plan and life insurance benefits to eligible employees via the Local Retiree Life Insurance Fund (LRLIF), a multiple-employer defined benefit OPEB plan. These liabilities are funded on a pay-as-you-go basis, with contributions of \$456,000 in fiscal 2020. The city's net OPEB liability at the close of fiscal 2020 was \$5.5 million. Moody's adjusted net OPEB liability, which is similar to our adjustments to pension liabilities, is \$5.2 million, equivalent to 0.2% of full value and 0.1x operating revenue.

ESG considerations

Environmental

Environmental risk is generally low for the local government sector and does not factor materially into the city's credit profile. Moody's ESG Solutions indicates that the city has relatively medium exposure to heat stress, water stress and extreme rainfall compared to other local governments nationally. Typically, counties maintain a comprehensive plan for mitigation and response in the event of disaster.

Social

Social considerations that factor into the city's credit profile include its demographic and socioeconomic characteristics. Population growth is modest, increasing 1.3% since the 2010 census. Median family income is below average at 83% of the national median. As of December 2021, the city's unemployment rate was a very low 1.7%, below both the state (2%) and nation (3.7%).

Governance

Governance is a key credit consideration for all local government issuers. Management is strong, maintaining a long-term capital improvement plan and formal fund balance policy which requires an unassigned general fund balance of no less than 25% of budgeted expenditures, a level it currently exceeds. The city operates under a mayor/council form of government with ten common council members elected to two-year terms.

Wisconsin cities have an institutional framework score of "A," which is moderate. The sector's major revenue source, property tax revenue, is subject to a cap that restricts cities from increasing their operating property tax levies except to capture amounts represented by net new construction growth. Revenues and expenditures tend to be predictable. Across the sector, fixed and mandated costs are generally high. Expenditures are somewhat flexible, as collective bargaining is allowed for public safety employees but is curbed for non-public safety employees. Many cities use tax increment districts to attract economic development, often issuing debt to fund initial infrastructure in undeveloped areas. While tax increment districts are ultimately expected to generate revenue sufficient to cover initial city outlay, cities are exposed to economic downturns which could halt development.

Rating methodology and scorecard factors

The [US Local Government General Obligation Debt methodology](#) includes a scorecard, a tool providing a composite score of a local government's credit profile based on the weighted factors we consider most important, universal and measurable, as well as possible notching factors dependent on individual credit strengths and weaknesses. Its purpose is not to determine the final rating, but rather to provide a standard platform from which to analyze and compare local government credits.

Exhibit 3

Sheboygan (City of) WI

Scorecard Factors and Subfactors	Measure	Score
Economy/Tax Base (30%) ^[1]		
Tax Base Size: Full Value (in 000s)	\$3,424,318	Aa
Full Value Per Capita	\$70,857	Aa
Median Family Income (% of US Median)	83.2%	A
Finances (30%)		
Fund Balance as a % of Revenues	69.8%	Aaa
5-Year Dollar Change in Fund Balance as % of Revenues	0.8%	A
Cash Balance as a % of Revenues	84.9%	Aaa
5-Year Dollar Change in Cash Balance as % of Revenues	18.2%	Aa
Management (20%)		
Institutional Framework	A	A
Operating History: 5-Year Average of Operating Revenues / Operating Expenditures	0.9x	Ba
Debt and Pensions (20%)		
Net Direct Debt / Full Value (%)	1.9%	A
Net Direct Debt / Operating Revenues (x)	1.4x	A
3-Year Average of Moody's Adjusted Net Pension Liability / Full Value (%)	2.5%	A
3-Year Average of Moody's Adjusted Net Pension Liability / Operating Revenues (x)	1.8x	A
	Scorecard-Indicated Outcome	Aa3
	Assigned Rating	Aa2

[1] Economy measures are based on data from the most recent year available.

[2] Notching Factors are specifically defined in the US Local Government General Obligation Debt methodology.

[3] Standardized adjustments are outlined in the [GO Methodology Scorecard Inputs](#) publication.

Sources: the city's audited financial statements, US Census Bureau and Moody's Investors Service

© 2022 Moody's Corporation, Moody's Investors Service, Inc., Moody's Analytics, Inc. and/or their licensors and affiliates (collectively, "MOODY'S"). All rights reserved. CREDIT RATINGS ISSUED BY MOODY'S CREDIT RATINGS AFFILIATES ARE THEIR CURRENT OPINIONS OF THE RELATIVE FUTURE CREDIT RISK OF ENTITIES, CREDIT COMMITMENTS, OR DEBT OR DEBT-LIKE SECURITIES, AND MATERIALS, PRODUCTS, SERVICES AND INFORMATION PUBLISHED BY MOODY'S (COLLECTIVELY, "PUBLICATIONS") MAY INCLUDE SUCH CURRENT OPINIONS. MOODY'S DEFINES CREDIT RISK AS THE RISK THAT AN ENTITY MAY NOT MEET ITS CONTRACTUAL FINANCIAL OBLIGATIONS AS THEY COME DUE AND ANY ESTIMATED FINANCIAL LOSS IN THE EVENT OF DEFAULT OR IMPAIRMENT. SEE APPLICABLE MOODY'S RATING SYMBOLS AND DEFINITIONS PUBLICATION FOR INFORMATION ON THE TYPES OF CONTRACTUAL FINANCIAL OBLIGATIONS ADDRESSED BY MOODY'S CREDIT RATINGS. CREDIT RATINGS DO NOT ADDRESS ANY OTHER RISK, INCLUDING BUT NOT LIMITED TO: LIQUIDITY RISK, MARKET VALUE RISK, OR PRICE VOLATILITY. CREDIT RATINGS, NON-CREDIT ASSESSMENTS ("ASSESSMENTS"), AND OTHER OPINIONS INCLUDED IN MOODY'S PUBLICATIONS ARE NOT STATEMENTS OF CURRENT OR HISTORICAL FACT. MOODY'S PUBLICATIONS MAY ALSO INCLUDE QUANTITATIVE MODEL-BASED ESTIMATES OF CREDIT RISK AND RELATED OPINIONS OR COMMENTARY PUBLISHED BY MOODY'S ANALYTICS, INC. AND/OR ITS AFFILIATES. MOODY'S CREDIT RATINGS, ASSESSMENTS, OTHER OPINIONS AND PUBLICATIONS DO NOT CONSTITUTE OR PROVIDE INVESTMENT OR FINANCIAL ADVICE, AND MOODY'S CREDIT RATINGS, ASSESSMENTS, OTHER OPINIONS AND PUBLICATIONS ARE NOT AND DO NOT PROVIDE RECOMMENDATIONS TO PURCHASE, SELL, OR HOLD PARTICULAR SECURITIES. MOODY'S CREDIT RATINGS, ASSESSMENTS, OTHER OPINIONS AND PUBLICATIONS DO NOT COMMENT ON THE SUITABILITY OF AN INVESTMENT FOR ANY PARTICULAR INVESTOR. MOODY'S ISSUES ITS CREDIT RATINGS, ASSESSMENTS AND OTHER OPINIONS AND PUBLISHES ITS PUBLICATIONS WITH THE EXPECTATION AND UNDERSTANDING THAT EACH INVESTOR WILL, WITH DUE CARE, MAKE ITS OWN STUDY AND EVALUATION OF EACH SECURITY THAT IS UNDER CONSIDERATION FOR PURCHASE, HOLDING, OR SALE.

MOODY'S CREDIT RATINGS, ASSESSMENTS, OTHER OPINIONS, AND PUBLICATIONS ARE NOT INTENDED FOR USE BY RETAIL INVESTORS AND IT WOULD BE RECKLESS AND INAPPROPRIATE FOR RETAIL INVESTORS TO USE MOODY'S CREDIT RATINGS, ASSESSMENTS, OTHER OPINIONS OR PUBLICATIONS WHEN MAKING AN INVESTMENT DECISION. IF IN DOUBT YOU SHOULD CONTACT YOUR FINANCIAL OR OTHER PROFESSIONAL ADVISER.

ALL INFORMATION CONTAINED HEREIN IS PROTECTED BY LAW, INCLUDING BUT NOT LIMITED TO, COPYRIGHT LAW, AND NONE OF SUCH INFORMATION MAY BE COPIED OR OTHERWISE REPRODUCED, REPACKAGED, FURTHER TRANSMITTED, TRANSFERRED, DISSEMINATED, REDISTRIBUTED OR RESOLD, OR STORED FOR SUBSEQUENT USE FOR ANY SUCH PURPOSE, IN WHOLE OR IN PART, IN ANY FORM OR MANNER OR BY ANY MEANS WHATSOEVER, BY ANY PERSON WITHOUT MOODY'S PRIOR WRITTEN CONSENT.

MOODY'S CREDIT RATINGS, ASSESSMENTS, OTHER OPINIONS AND PUBLICATIONS ARE NOT INTENDED FOR USE BY ANY PERSON AS A BENCHMARK AS THAT TERM IS DEFINED FOR REGULATORY PURPOSES AND MUST NOT BE USED IN ANY WAY THAT COULD RESULT IN THEM BEING CONSIDERED A BENCHMARK.

All information contained herein is obtained by MOODY'S from sources believed by it to be accurate and reliable. Because of the possibility of human or mechanical error as well as other factors, however, all information contained herein is provided "AS IS" without warranty of any kind. MOODY'S adopts all necessary measures so that the information it uses in assigning a credit rating is of sufficient quality and from sources MOODY'S considers to be reliable including, when appropriate, independent third-party sources. However, MOODY'S is not an auditor and cannot in every instance independently verify or validate information received in the rating process or in preparing its Publications.

To the extent permitted by law, MOODY'S and its directors, officers, employees, agents, representatives, licensors and suppliers disclaim liability to any person or entity for any indirect, special, consequential, or incidental losses or damages whatsoever arising from or in connection with the information contained herein or the use of or inability to use any such information, even if MOODY'S or any of its directors, officers, employees, agents, representatives, licensors or suppliers is advised in advance of the possibility of such losses or damages, including but not limited to: (a) any loss of present or prospective profits or (b) any loss or damage arising where the relevant financial instrument is not the subject of a particular credit rating assigned by MOODY'S.

To the extent permitted by law, MOODY'S and its directors, officers, employees, agents, representatives, licensors and suppliers disclaim liability for any direct or compensatory losses or damages caused to any person or entity, including but not limited to by any negligence (but excluding fraud, willful misconduct or any other type of liability that, for the avoidance of doubt, by law cannot be excluded) on the part of, or any contingency within or beyond the control of, MOODY'S or any of its directors, officers, employees, agents, representatives, licensors or suppliers, arising from or in connection with the information contained herein or the use of or inability to use any such information.

NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, TIMELINESS, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY CREDIT RATING, ASSESSMENT, OTHER OPINION OR INFORMATION IS GIVEN OR MADE BY MOODY'S IN ANY FORM OR MANNER WHATSOEVER.

Moody's Investors Service, Inc., a wholly-owned credit rating agency subsidiary of Moody's Corporation ("MCO"), hereby discloses that most issuers of debt securities (including corporate and municipal bonds, debentures, notes and commercial paper) and preferred stock rated by Moody's Investors Service, Inc. have, prior to assignment of any credit rating, agreed to pay to Moody's Investors Service, Inc. for credit ratings opinions and services rendered by it fees ranging from \$1,000 to approximately \$5,000,000. MCO and Moody's Investors Service also maintain policies and procedures to address the independence of Moody's Investors Service credit ratings and credit rating processes. Information regarding certain affiliations that may exist between directors of MCO and rated entities, and between entities who hold credit ratings from Moody's Investors Service and have also publicly reported to the SEC an ownership interest in MCO of more than 5% is posted annually at www.moody.com under the heading "Investor Relations — Corporate Governance — Director and Shareholder Affiliation Policy."

Additional terms for Australia only: Any publication into Australia of this document is pursuant to the Australian Financial Services License of MOODY'S affiliate, Moody's Investors Service Pty Limited ABN 61 003 399 657 AFSL 336969 and/or Moody's Analytics Australia Pty Ltd ABN 94 105 136 972 AFSL 383569 (as applicable). This document is intended to be provided only to "wholesale clients" within the meaning of section 761G of the Corporations Act 2001. By continuing to access this document from within Australia, you represent to MOODY'S that you are, or are accessing the document as a representative of, a "wholesale client" and that neither you nor the entity you represent will directly or indirectly disseminate this document or its contents to "retail clients" within the meaning of section 761G of the Corporations Act 2001. MOODY'S credit rating is an opinion as to the creditworthiness of a debt obligation of the issuer, not on the equity securities of the issuer or any form of security that is available to retail investors.

Additional terms for Japan only: Moody's Japan K.K. ("MJKK") is a wholly-owned credit rating agency subsidiary of Moody's Group Japan G.K., which is wholly-owned by Moody's Overseas Holdings Inc., a wholly-owned subsidiary of MCO. Moody's SF Japan K.K. ("MSFJ") is a wholly-owned credit rating agency subsidiary of MJKK. MSFJ is not a Nationally Recognized Statistical Rating Organization ("NRSRO"). Therefore, credit ratings assigned by MSFJ are Non-NRSRO Credit Ratings. Non-NRSRO Credit Ratings are assigned by an entity that is not a NRSRO and, consequently, the rated obligation will not qualify for certain types of treatment under U.S. laws. MJKK and MSFJ are credit rating agencies registered with the Japan Financial Services Agency and their registration numbers are FSA Commissioner (Ratings) No. 2 and 3 respectively.

MJKK or MSFJ (as applicable) hereby disclose that most issuers of debt securities (including corporate and municipal bonds, debentures, notes and commercial paper) and preferred stock rated by MJKK or MSFJ (as applicable) have, prior to assignment of any credit rating, agreed to pay to MJKK or MSFJ (as applicable) for credit ratings opinions and services rendered by it fees ranging from JPY100,000 to approximately JPY550,000,000.

MJKK and MSFJ also maintain policies and procedures to address Japanese regulatory requirements.

REPORT NUMBER

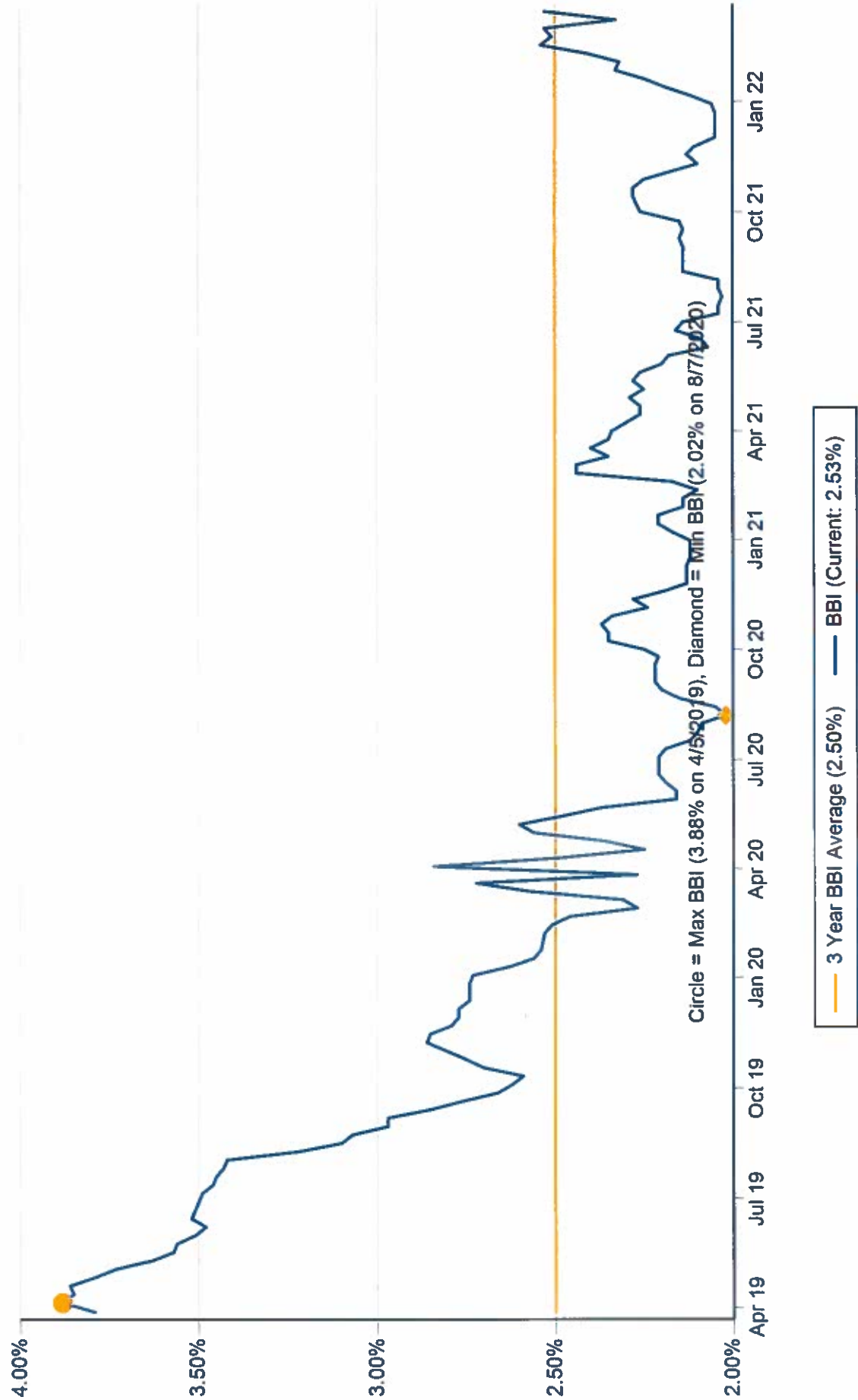
1322147

CLIENT SERVICES

Americas	1-212-553-1653
Asia Pacific	852-3551-3077
Japan	81-3-5408-4100
EMEA	44-20-7772-5454

3 YEAR TREND IN MUNICIPAL BOND INDICES

Weekly Rates March, 2019 - March, 2022



The Bond Buyer "20 Bond Index" (BBI) shows average yields on a group of municipal bonds that mature in 20 years and have an average rating equivalent to Moody's Aa2 and S&P's AA.

Source: The Bond Buyer



VIII

R. C. No. 244 21 - 22. By PUBLIC WORKS COMMITTEE. March 21, 2022.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 167-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with Moss & Associates LLC for real estate consulting services for the Southside Interceptor System Shoreline Infrastructure Protection and Access Project; recommends adopting the Resolution.

_____	_____
_____	_____
_____	_____
	Committee

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

Dated _____ 20____. _____, City Clerk
Approved _____ 20____. _____, Mayor

III

DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE

Res. No. 167 - 21 - 22. By Alderpersons Dekker and Perrella.
March 15, 2022.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Moss & Associates LLC for real estate consulting services for the Southside Interceptor System Shoreline Infrastructure Protection and Access Project.

RESOLVED: That the appropriate City Officials are hereby authorized to enter into the attached contract with Moss and Associates in the amount of \$51,000.00, plus additional costs at \$150.00 per hour for court preparation time and court time.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from Account No. 60138300-521900 for the contract with Moss & Associates LLC.

ppb
adopt.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CONTRACT FOR SERVICES
BETWEEN
CITY OF SHEBOYGAN
AND MOSS & ASSOCIATES LLC

Moss & Associates LLC will provide project management, negotiation and relocation services, through acquisition and or condemnation.

Negotiation Services

- Moss & Associates LLC will provide all aspects of property acquisition:
Offer Price letter, copy of appraisals and description of taking and obtain purchase agreement if desirable.
- Negotiation files complete with Title Search, copy of appraisal, negotiation diary, mortgage releases, lien releases, tax proration, closing statement, copies of Conveyances and statements to construction engineer.
- Obtain mortgage and lien releases when necessary.
- Submit necessary deeds and releases to the register of deeds for recording.
- Provide necessary documentation to the designated City of Sheboygan when an administrative settlement is recommended by the negotiator to preclude condemnation.
- Voucher all payment requests to City of Sheboygan for payment of the acquisition.
- Provide all necessary forms to proceed with condemnation if necessary, i.e. Jurisdictional Offer and Award of Damages.

Project Management Services

- Moss & Associates LLC will conduct all activities within the guidelines of Wis. Stats. Chapter 32 and Wis. Administrative Code Chapter 202, and the WisDOT Manual for Right of Way Acquisition
- Invoice City of Sheboygan monthly for work processed.
- Process offering price reports to the Town for approval.
- Audit, approve and voucher payments for completed appraisal fees.
- Review and voucher invoices for property owner appraisals as provided in Wis. Stats. 32.05(2)(b).
- Provide periodic status reports
- Provide pre-trial consultation regarding condemnation proceedings
- Attend any meeting or conference required by the City of Sheboygan
- Provide consultation as necessary

City of Sheboygan will provide:

- Any information necessary from the City Assessor for the appraiser or negotiator to perform their functions.
- Any necessary R/W plats, construction plans, profiles and cross sections as required.
- All engineering survey services and descriptions for property acquisition.
- Arrange and conduct all asbestos contamination inspections, remediation and property demolition.
- Pay for any Title Searches or updates to Title Searches.
- Pay for all approved purchases of right of way.
- Pay for all recording fees.
- Pay for approved appraisal fees.

Moss & Associates LLC will provide the services as outlined above, provided in the attached Proposal for Services.

MOSS & ASSOCIATES LLC

CITY OF SHEBOYGAN

Randy Moss, Owner Date

City of Sheboygan Date

Moss & Associates LLC
Southside Sewer Interceptor Project
City of Sheboygan

Acquisition of 16 parcels	\$12,000
Project Management (Documents, mailings conferences)	\$1,500
R/W Certification	\$1,500
Appraisals (16 potential) @\$2,250/appraisal	<u>\$36,000</u>
Total	\$51,000

The City of Sheboygan agrees to make all payments to owners, provide title searches, pay for recording fees, provide documents, legal descriptions.

There is one appraisal that will be more expensive, however the total of all appraisals will average \$2,250.

Court prep time \$150 per hour if necessary.

Court time \$150 per hour if necessary.

II

Other Matters

Item 44.

R. O. No. 136 - 21 - 22. By CITY CLERK. March 21, 2022.

Submitting various license applications.

City Clerk

SIDEWALK CAFE (April 14, 2023)

No. Name

Address

1936 Black Pig

821 N. 8th Street

3479 Stefano's Slo Food Market

731 Pennsylvania Avenue

1412 Trattoria Stefano

522 S. 8th Street

1926 Il Ritrovo

515 S. 8th Street

CHANGE OF PREMISE

No. Name

Address

3479 Stefano's Slo Food Market

731 Pennsylvania Avenue - Current
Premise to include sidewalk café.

III

Other Matters

Item 45.

Res. No. 171 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
March 21, 2022.

A RESOLUTION authorizing the appropriate City Officials to execute an engagement letter with Quarles & Brady LLP to serve as disclosure counsel with regard to General Obligation Promissory Notes.

RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached engagement letter with Quarles & Brady LLP to serve as disclosure counsel for the City of Sheboygan regarding the issuance of \$2,215,000 in General Obligation Promissory Notes, Series 2022A.

FAP

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



411 East Wisconsin Avenue
Suite 2400
Milwaukee, Wisconsin 53202-4428
414.277.5000
Fax 414.271.3552
www.quarles.com

Attorneys at Law in
Chicago
Indianapolis
Madison
Milwaukee
Minneapolis
Naples
Phoenix
Scottsdale
Tampa
Tucson
Washington, D.C.

March 21, 2022

VIA EMAIL

Ms. Meredith DeBruin
City Clerk
City of Sheboygan
City Hall
828 Center Avenue
Sheboygan, WI 53081-4442

**Re: Scope of Engagement Re: Disclosure Counsel – City of Sheboygan
\$2,215,000 General Obligation Promissory Notes, Series 2022A (the "Notes")**

Dear Meredith:

As you know, we are working with the City of Sheboygan (the "City") as its bond counsel in connection with the issuance of the Notes. We have provided the City with an engagement letter ("Bond Counsel Scope of Engagement Letter") detailing our role and responsibilities as bond counsel and related matters with respect to the Notes.

We are pleased that we are also serving as the City's disclosure counsel in connection with the Notes. Thank you for your confidence in us. This engagement letter describes the scope of services we will provide as the City's disclosure counsel. If you have any questions about this letter or the services we will provide, or if you would like to discuss modifications, please contact me.

Scope of Services. This engagement to serve as the City's disclosure counsel will be a limited, special counsel engagement. The focus of this engagement will be to review the disclosure documents prepared in connection with the sale of the Notes, including the Preliminary Official Statement and Official Statement, or other, similar documents (collectively, the "City's Offering Document"). It is the City's responsibility to verify the information contained in the materials provided to us or confirmed for us by the City. As set forth below in the terms of our engagement, we will not undertake an independent investigation to verify the accuracy or completeness of this information. Nor will we render any opinion or make any representation as to the suitability of the Notes for investment by any investor.

Ms. Meredith DeBruin
March 21, 2022
Page 2

In our capacity as the City's disclosure counsel:

- We will review the City's Offering Document and undertake due diligence with respect to the material representations therein so that we may provide the negative assurance letter described in the following paragraph. Our due diligence will consist of reviewing materials provided to us or confirmed for us by the City; reviewing the City's responses to questions posed in a due diligence questionnaire; assisting the City in its review of its continuing disclosure compliance in the last five years (although the City is ultimately responsible for this review and for such compliance); and discussing the City's Offering Document with the City and Ehlers and Associates, Inc., Waukesha, Wisconsin ("Ehlers"). As noted in the paragraph below, we will not make an independent investigation to verify the accuracy or completeness of the information and facts included in the City's Offering Document, beyond reviewing the materials provided to us or confirmed for us by the City. It is the City's responsibility to verify all such information.
- Subject to satisfactory completion of our due diligence, we will provide the City with a negative assurance letter that, based on our review of the City's Offering Document, our examination of certain materials provided by the City and its representatives, and our participation in conferences and conversations with the City and its representatives, no information has come to the attention of the attorneys in our firm rendering legal services in connection with the matter that has caused them to believe that the Preliminary Official Statement contained as of its date or the Final Official Statement contained as of its date or contains as of the date hereof any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; provided, however, we do not express any belief with respect to any financial and statistical data and forecasts, projections, numbers, estimates, assumptions and expressions of opinion, information about bond insurers, or any information regarding the Depository Trust Company and the book-entry system for the Notes contained or incorporated by reference in the City's Offering Document and its appendices, which we expressly exclude from the scope of this paragraph.

In providing this negative assurance letter, we will rely on certifications provided by the officers of the City and others furnished to us. As noted, we will not make an independent investigation to verify the accuracy or completeness of the information and facts included in the City's Offering Document. We expect to provide Ehlers with a separate letter allowing it to rely on the above-described negative assurance letter. Our negative assurance letter is not a guarantee; although we expect our due diligence review to assist the City in identifying, confirming and presenting potentially material information, neither our participation in the financing nor our provision of the above-described negative assurance letter will relieve the City of its obligations under the federal securities laws. In particular, ultimate responsibility for disclosing to potential purchasers of the Notes all City information material to their investment decision rests with the City.

Ms. Meredith DeBruin
March 21, 2022
Page 3

All matters other than those set forth above are outside the scope of our engagement as the City's disclosure counsel. Such matters include without limitation any obligation to any underwriter, placement agent or financial advisor involved with the issuance of the Notes other than providing a reliance letter as described above, if applicable. In particular we wish to note that this engagement does not entail any responsibility for us to review matters or provide advice to any party with respect to such matters as the rules promulgated by the Municipal Securities Rulemaking Board ("MSRB"), "blue sky" securities law matters, or other general securities law matters pertaining to any party's status as a broker-dealer or municipal advisor. Nor does this engagement entail any responsibility to advise or assist the City with respect to its ongoing obligation to comply with continued disclosure requirements, if applicable.

Further, we are neither qualified nor engaged to provide financial advice, and hence we will make no representation whatsoever about the suitability of the Notes for purchase by investors, the desirability of the proposed plan of finance, the feasibility of the project(s) financed or refinanced by the Notes, or any such related matters.

Term of Engagement. Either the City or Quarles & Brady may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. If the City terminates our services, the City is responsible for promptly paying us for all fees, charges, and expenses incurred before the date we receive termination. We reserve the right to withdraw from representing the City if, among other things, the City fails to honor the terms of this engagement letter – including the City's failing to pay our bills, the City's failing to cooperate or follow our advice on a material matter, or our becoming aware of any fact or circumstance that would, in our view, render our continuing representation unlawful or unethical.

Unless previously terminated, our representation will terminate when we send to City (or its representative) our final bill for services rendered. If the City requests, we will promptly return the City's original papers and property to you, consistent with our need to ensure payment of any outstanding bills. We may retain copies of the documents. We will keep our own files, including attorney work product, pertaining to our representation of the City. For various reasons, including the minimization of unnecessary storage expenses, we may destroy or otherwise dispose of documents and materials a reasonable time after termination of the engagement.

City Responsibilities. We will provide legal counsel and assistance to the City in accordance with this letter and will rely upon information and guidance the City and its personnel provide to us. We will keep the City reasonably informed of progress and developments, and respond to the City's inquiries. To enable us to provide the services set forth in this letter, the City will disclose fully and accurately all facts and keep us apprised of all developments relating to this matter. The officers and agents of the City will review the City's Offering Document, participate in a due diligence conference to review the City's Offering Document and provide a certificate as to the accuracy and completeness of the City's Offering Document stating that it does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein not misleading. The City agrees to pay our bills for services and expenses in accordance with this engagement letter. The City will also cooperate fully with us and be available to attend meetings, conferences, hearings and other proceedings on reasonable notice, and stay fully informed on all developments relating to this matter.

Ms. Meredith DeBruin
March 21, 2022
Page 4

Staffing. Alex Gore will handle day-to-day matters with respect to this engagement, with assistance from Jessica Kaye, a Paralegal in our Public Finance Group. We may call upon other lawyers in our Public Finance, Securities Law, or other firm practice groups as necessary. It is our mission to provide the highest quality legal services in an efficient, economical manner. As a result, we involve attorneys and staff at our firm with the experience appropriate to the task at hand. If you have any questions or comments about our services, staffing, billings or other aspects of our representation, please contact me. It is important to me and to Quarles & Brady LLP that the City finds satisfaction in our representation and our responsiveness at all times.

Fees and Expenses. Based on: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Notes; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to this engagement; and (iv) the responsibilities we will assume in connection therewith, we estimate that our fee will be \$7,800. Our fees and expenses may vary: (a) if the principal amount of Notes actually issued differs significantly from our current understanding; (b) if material changes in the structure or contemplated schedule of the financing occur; or (c) if unusual or unforeseen circumstances arise which require an increase in our time or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will advise you. Our fee is usually paid at the Closing out of proceeds of the Notes by the purchaser of the Notes. We customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing. If, for any reason, the Bond financing is not consummated or is completed without the rendition of our opinion as disclosure counsel, we will expect to be compensated by the District at our normal hourly rates for time actually spent, plus out-of-pocket expenses.

Opinions and Beliefs. Since the outcome of financial transactions such as the issuance of the Notes is subject to factors that cannot always be foreseen, such as the uncertainties and risks inherent in the transactional process, it is understood that we have made no promises or guarantees to the City concerning the outcome of this or any other matter and cannot do so.

Other Matters. This letter is meant to supplement our Bond Counsel Engagement Letter. As such, we refer to that letter's statements regarding our firm's status as a limited liability partnership, conflicts, and related items, all of which are incorporated here and do not change by virtue of this expansion to our role.

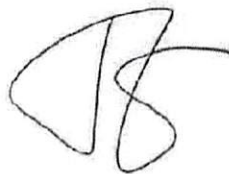
Other Matters. Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required by law, and except that each partner can be personally liable for his or her own malpractice and for the malpractice of persons acting under his or her actual supervision and control. As an LLP we are required by our code of professional conduct to carry at least \$10,000,000 of malpractice insurance; currently, we carry coverage with limits substantially in excess of that amount. Please call me if you have any questions about our status as a limited liability partnership.

Ms. Meredith DeBruin
 March 21, 2022
 Page 5

We ask that you acknowledge this letter by signing below and returning a copy to me. If we do not hear from you within thirty (30) days, we will assume that these terms are acceptable to you, but we would prefer to receive a signed copy of this letter from you. We are pleased to have this opportunity to represent you and assure you that we will represent the City as diligently and economically as possible.

Very truly yours,

QUARLES & BRADY LLP



Jeffrey D. Peelen

JDP:jkent

cc: Mr. Todd Wolf (via email)
 Ms. Kaitlyn Krueger (via email)
 Ms. Melissa Clevenger (via email)
 Charles C. Adams, Esq. (via email)
 Rebecca A. Speckhard, Esq. (via email)
 Thomas Cameron, Esq. (via email)
 Alex Gore, Esq. (via email)
 Ms. Jessica Kaye (via email)
 Ms. Sue Porter (via email)

ACCEPTED AND AGREED

The undersigned, by duly authorized signature below, agrees to engage you pursuant to the terms set forth in this letter.

Accepted and Approved:

CITY OF SHEBOYGAN

By: _____

Its: _____

Title

Date: _____