



PUBLIC WORKS COMMITTEE AGENDA

November 14, 2023 at 5:30 PM

Municipal Service Building - Training Room, 2026 New Jersey Avenue

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

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

OPENING OF MEETING

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

MINUTES

5. Approval of Minutes: October 14, 2023

ITEMS FOR DISCUSSION & POSSIBLE ACTION

6. R. O. No. 66-23-24 / Submitting a request from Paul Rammer for approval to allow hunters to hunt migratory wildlife within the city limits.
7. Res. No. 87-23-24 / A resolution authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company, Inc. for the construction of the Kiwanis Park pickleball courts, and authorizing a budget amendment.
8. Res. No. 91-23-24 / A resolution authorizing the appropriate City officials to enter into a contract with Premier Excavation LLC for the construction of the Butzen Sports Complex parking lot, and authorizing a budget amendment.

NEXT MEETING DATE

9. Next Regular Meeting Date: November 28, 2023

ADJOURNMENT

10. Motion to adjourn

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

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

CITY OF SHEBOYGAN
PUBLIC WORKS COMMITTEE MINUTES
Tuesday, October 24, 2023

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

COMMITTEE MEMBERS EXCUSED: Alderperson Amanda Salazar

STAFF/OFFICIALS PRESENT: City Administrator Casey Bradley, Director of Public Works David Biebel, Superintendent of Streets and Sanitation Joel Kolste, Superintendent of Parks and Forestry Joe Kerlin, City Forester Tim Bull, Business Manager Heather Burke and Administrative Clerk Stacy Weseljak.

OTHERS PRESENT: Gary Tauferner

OPENING OF MEETING

1. Call to Order

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

2. Roll Call

3. Pledge of Allegiance

Pledge of Allegiance was recited.

4. Introduction of Committee Members and Staff

MINUTES

5. Approval of Minutes: October 10, 2023

MOTION TO APPROVE MINUTES FROM OCTOBER 10, 2023

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

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

ITEMS FOR DISCUSSION & POSSIBLE ACTION

6. Communication from Gary Tauferner

MOTION TO DIRECT THE CITY FORESTER TO MOVE THE TREE PLANTED IN 2023 TO THE SITE OF WHERE THE PREVIOUS TREE HAD BEEN, WHICH WAS REMOVED IN 2022.

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

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

7. Gen. Ord. No. 27-23-24 / An ordinance relating to one-way streets and parking restrictions in the area bounded by South 19th Street, Indiana Ave., South 24th Street, and Georgia Ave.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE ORDINANCE

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

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

8. Res. No. 84-23-24 / A resolution adopting a Facility Fee Schedule and an Equipment Fee Schedule.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

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

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

NEXT MEETING DATE

9. Next Regular Meeting Date: November 14, 2023

ADJOURNMENT

10. Motion to adjourn

MOTION TO ADJOURN AT 6:12 PM

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

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

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Submitting a request from Paul Rammer for approval to allow hunters to hunt migratory wildlife within city limits.

REPORT PREPARED BY: David H. Biebel, Director of Public Works

REPORT DATE: November 9, 2023

MEETING DATE: November 14, 2023

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS: The city of Sheboygan recently annexed approximately 125 acres of farmland that is owned by the Boerke Company. The Boerke Company has allowed the property to be farmed along with allowing the resident to remain on property. The farmer has historically hunted migratory wildlife on this property. The City ordinance does allow for hunting under specific conditions. Given the size of this property, hunting is allowable provided that all conditions of the City ordinance are being observed.

STAFF COMMENTS: The property caretaker should be allowed to hunt migratory wildlife on this private property provided they meet all the conditions of the City ordinance, as well as receive permission from the proper property owner.

ACTION REQUESTED: Motion to recommend the Common Council receive and file R. O. 66-23-24 submitting a request from Paul Rammer for approval to allow hunters to hunt migratory wildlife within city limits.

ATTACHMENTS:

- I. R.O. 66-23-24
- II. Boerke – Rammer Property Hunting Boundary Map

**CITY OF SHEBOYGAN
R. O. 66-23-24**

BY CITY CLERK.

NOVEMBER 6, 2023.

Submitting a request from Paul Rammer for approval to allow hunters to hunt migratory wildlife within the city limits.

October 30, 2023

To the Sheboygan Department of Public works,

My name is Paul Rammer and I'm the person who farms the land (tract numbers 59030454462, 59030454460, 59030454450, 59030454421) owned/managed by the Boerke Co that was just annexed into the City of Sheboygan. I'm writing to you because I have always allowed hunters to hunt migratory wildlife (Canadian geese and ducks) on this property. The hunters provide a good deterrence against the nuisance resident Canadian geese from damaging crops. This is especially true with soft red winter wheat.

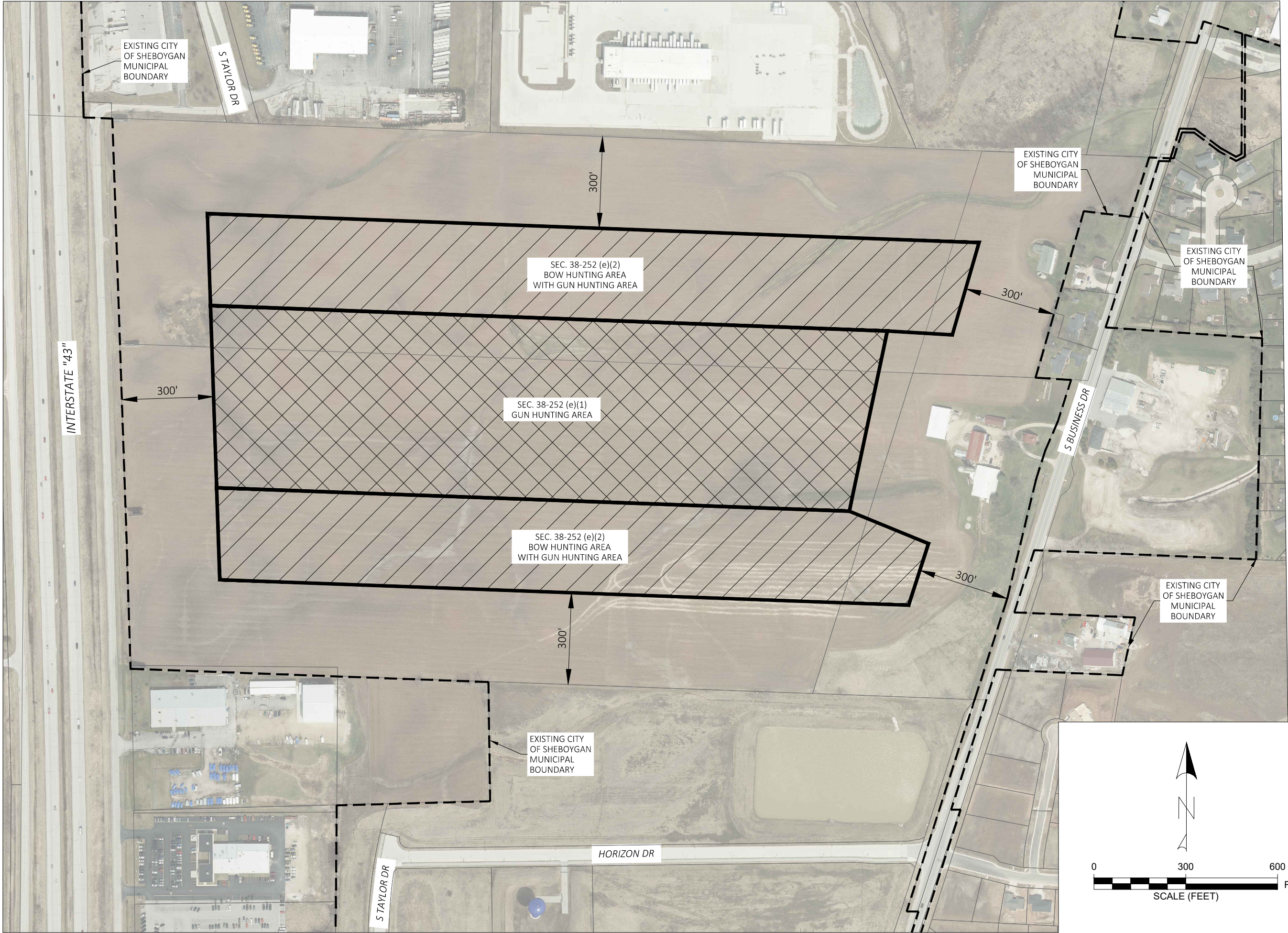
I went to city hall and asked if there is a certain sized property within the city limits that can allow hunters access. I received the response that I need to contact you and ask for permission. This contiguous property is about 124 acres and hunters hunt between 233 and 800 yards from the nearest occupied home (the farm house). The nearest business to where hunters normally sit is Kriete Truck Center and that is about 300 yards away. There is a father (who works at Kriete) and son who normally hunt on our fields. The next closest business is FedEx and Sheboygan Powersports and they are both about 400 yards away from where people hunt.

Besides helping with discouraging geese from landing on the property, they offer an extra set of eyes to help survey for and deter trespassers. Most recently I was told about people who were driving their vehicles and spinning doughnuts in the field. I was given a definite time frame of between the night of Oct 21 and early morning of the 22nd. A goose hunter has lent me a trail camera to help provide a way to catch the trespassers in the act.

It would be a substantial help towards my agricultural operation to continue to allow waterfowl hunters on this property. Your consideration is appreciated.

Thank you,

Paul Rammer
Ph (920) 838-3417
e-mail svrammer@gmail.com



BOERKE PROPERTY (RAMMER FARM)
CITY OF SHEBOYGAN
SEC 38-252 HUNTING BOUNDARIES

CITY OF SHEBOYGAN
PUBLIC WORKS

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

Ryan Sazama, PE - City Engineer

Designed By	-
Drawn By	MPB
Checked By	MPB
Plot Date	11/10/2023
Bid No.	-
Project Date	11/10/2023
Sheet No.	
Drawing No.	8

Revision Number	Revision Description	Drawn By	Date

Item 6.

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the appropriate City officials to enter into contract with Buteyn-Peterson Construction Company, Inc. for the construction of the Kiwanis Park pickleball courts, and authorizing a budget amendment.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: November 9, 2023

MEETING DATE: November 14, 2023

FISCAL SUMMARY:

Budget Line Item: 260660-641700
400500-641100
Budget Summary: Community
Development Block
Grant Fund-CDBG-
Park/Rec
Improvements;
Capital Projects
Fund-Capital
Recreation-
Improvements other
than Buildings
Budget Expenditure: \$314,731.50
Budgeted Revenue: N/A

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS: The Department of Public Works developed plans and specifications to construct the Kiwanis Park pickleball courts.

STAFF COMMENTS: Three bids were received for the construction of the Kiwanis Park pickleball courts project. They are listed below:

- Buteyn-Peterson Construction Co. \$314,731.50
- Vinton Construction Co. \$322,923.30
- Northeast Asphalt, Inc. \$347,222.00

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 87-23-24 authorizing the appropriate City officials to enter into contract with Buteyn-Peterson Construction Company, Inc. for the construction of the Kiwanis Park pickleball courts, and authorizing a budget amendment.

ATTACHMENTS:

- I. Res. No. 87-23-24
- II. Agreement Between City of Sheboygan and Buteyn-Peterson Construction Company, Inc.

**CITY OF SHEBOYGAN
RESOLUTION 87-23-24**

BY ALDERPERSONS DEKKER AND RUST.

NOVEMBER 6, 2023.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company, Inc. for the construction of the Kiwanis Park pickleball courts, and authorizing a budget amendment.

WHEREAS, the City of Sheboygan has advertised for bids to construct the Kiwanis Park pickleball courts (the "Project"); and

WHEREAS, the lowest bid of the three received was from Buteyn-Peterson Construction Company, Inc. for \$314,731.50; and

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

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

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

INCREASE:

Community Development Block Grant Fund – CDBG – Park/Rec Improvements
(Acct No. 260660-641700) \$270,000

Community Development Block Grant Fund – CDBG – Federal Housing/Economic Grant
(Acct No. 260-432710) \$270,000

Capital Projects Fund – Capital Recreation – Improvements other than Buildings
(Acct No. 400500-641100) \$ 44,731.50

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

PROJECT MANUAL					Item 7.
CITY OF SHEBOYGAN PUBLIC WORKS	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2486-23R	Page:	1 of 7

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

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and
Buteyn-Peterson Construction Company, 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: ***Kiwanis Park Improvements – Pickleball (Courts A Community Development Block Grant Public Facilities Project).***

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 June 23, 2024 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.
- 4.03 *Milestones*
1. None.
- 4.04 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

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

4.05 *Special Damages*

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

ARTICLE 5 – CONTRACT PRICE

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

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ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

6.03 *Final Payment*

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


6.04 *Interest*

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

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 *Contents*

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


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- a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
3. Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
4. Drawings as listed in the table of contents of the drawings (copy of list attached and incorporated by reference).
5. Federal Labor Provisions (HUD 4010), Wage Determinations, Affirmative Action Requirements, Contract Language Requirements, Equal Opportunity Clause and Section 3 Contract Requirements as identified in Section 00 43 43 – Federal Requirements (not attached but incorporated by reference)
6. Addenda (not attached but incorporated by reference)
 - a. Number 1 dated October 10, 2023
7. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid consisting of 1 page.
8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed,
 - b. Work Change Directives,
 - c. Change Orders,
 - d. Field Order,
 - e. Task Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

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

8.01 *Contractor's Representations*


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

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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


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

8.03 *Standard General Conditions*

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

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

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

OWNER:

City of Sheboygan

CONTRACTOR:

Buteyn-Peterson 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. ____-23-24.

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:

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**Kiwanis Park Improvements
Pickleball Courts**

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00 01 10	Table of Contents	2
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00 11 13	Advertisement for Bids	2
00 21 13	Instructions for Bidders	10
00 41 43	Bid Form	6
00 41 44	Unit Price Worksheet	1
00 41 44.1	Quest Unit Price Worksheet	3
00 42 13	Bid Bond	2
00 43 43	Federal Requirements	34
00 45 13	Bidder's Proof of Responsibility	4
00 45 20	Bidder's Proof of Responsibility and Non-Collusion Affidavit – Subcontractor	3
00 45 50	List of Subcontractors	1
	Contracting Requirements	
00 52 00	Agreement	7
00 55 00	Notice to Proceed	1
00 61 13	Performance Bond Form	3
00 61 14	Payment Bond Form	3
00 62 11	Submittal Cover	1
00 62 76	Application for Payment	2
00 63 63	Change Order Form	2
00 65 16	Certificate of Substantial Completion	1
00 65 18	Contractor's Affidavit of Compliance Certification and Release	1
00 65 19	Consent of Surety to Final Payment	1
00 72 00	Standard General Conditions of the Construction Contract – 2018	78
00 73 00	Supplementary Conditions	13
	GENERAL REQUIREMENTS	
01 11 00	Summary of Work	2
01 14 00	Work Restrictions	5
01 43 00	Quality Assurance	2
01 57 19	Temporary Environmental Controls	2
01 71 23	Construction Staking	2
01 78 00	Closeout Requirements	2
01 78 19	Project Record Requirements	2
02 00 00	DEMOLITION	
02 10 00	Selective Demolition	2
11 00 00	EQUIPMENT	
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PROJECT MANUAL

CITY OF SHEBOYGAN
PUBLIC WORKS

Engineering Division
2026 New Jersey Ave
Sheboygan, WI 53081

Document Title: Table of Contents

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32 05 00	Aggregate Base	3
32 10 00	Grading, Curb and Gutter, and Sidewalk	5
32 18 23	Court Surface	5
32 31 00	Fences and Gates	6



KIWANIS PARK IMPROVEMENTS PICKLEBALL COURTS

SEPTEMBER 2023

This is a detailed street map of Niagara Falls, New York. The map shows a grid of streets, including major thoroughfares like Erie Avenue, Ontario Avenue, and Niagara Avenue. The Niagara River is depicted flowing through the city, with the Niagara Falls located at the bottom left. A black arrow points to a specific location on Erie Avenue, near the intersection with Ontario Avenue. The map also shows the Niagara River flowing through the city, with the falls located at the bottom left. A scale bar is provided in the bottom right corner.

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19	601PG-1	PAVING GRADES (TOP OF SUBGRADE)
20	601PG-2	PAVING GRADES (BINDER COURSE)
21	601PG-3	PAVING GRADES (FINISHED SURFACE)
22	700MO	MISCELLANEOUS QUANTITIES

[illegible]

KIWANIS PARK IMPROVEMENTS PICKLEBALL COURTS

TITLE SHEET

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

Ryan Sazama, PE - City Engineer

Designed By	TJM
Drawn By	TJM
Checked By	KEJ
Plot Date	9/26/2023
Bid No.	2485-23R
Project Date	SEPTEMBER 2023
Sheet No.	1
Drawing No.	000CV-1

2485-23R Kiwanis Park - Pickleball Courts (#8738048)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

10/12/2023 10:00 AM CDT

						Buteyn-Peterson Construction Company	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
	1	1	Mobilization	LS	1	\$18,000.00	\$18,000.00
	2	2	Site Grading	LS	1	\$22,700.00	\$22,700.00
	3	3	Construction Staking	LS	1	\$6,000.00	\$6,000.00
	4	4	Base Aggregate Dense 3/4-Inch	Tons	25	\$50.00	\$1,250.00
	5	5	Base Aggregate Dense 1 1/4-Inch	Tons	875	\$19.00	\$16,625.00
	6	6	Asphaltic Surface 1 3/4" Binder Course	Tons	180	\$150.18	\$27,032.40
	7	7	Asphaltic Surface 1 1/2" Surface Course	Tons	155	\$158.47	\$24,562.85
	8	8	Tack Coat	Gal	115	\$4.85	\$557.75
	9	9	Sawcut Control Joints and Armor	LF	518	\$30.00	\$15,540.00
	10	10	Concrete Sidewalk 4-Inch	SF	1175	\$6.50	\$7,637.50
	11	11	Surface Painting	SF	16464	\$1.75	\$28,812.00
	12	12	Court Striping	LF	1188	\$3.00	\$3,564.00
	13	13	Court Nets, Posts and Tie-Downs	Each	6	\$3,545.00	\$21,270.00
	14	14	8' Fencing (includes 4 Gates)	LF	700	\$103.00	\$72,100.00
	15	15	4' Fencing	LF	200	\$65.00	\$13,000.00
	16	16	Silt Fence	LF	1200	\$2.25	\$2,700.00
	17	17	Inlet Protection	Each	6	\$150.00	\$900.00
	18	18	Tracking Pad	Each	1	\$1,500.00	\$1,500.00
	19	19	Ditch Check	Each	1	\$200.00	\$200.00
	20	20	Salvaged Topsoil	SY	6000	\$3.50	\$21,000.00
	21	21	Hydro-Seed	SY	6000	\$1.63	\$9,780.00
Total							\$314,731.50

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the appropriate City officials to enter into contract with Premier Excavation LLC for the construction of the Butzen Sports Complex parking lot, and authorizing a budget amendment.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: November 9, 2023

MEETING DATE: November 14, 2023

FISCAL SUMMARY:

Budget Line Item: 400500-641100
400-493000
Budget Summary: Capital Projects
Fund-Culture &
Recreation-
Improvements other
than Buildings;
Capital Projects
Fund-Capital
Projects-Fund Equity
Applied
Budget Expenditure: \$391,134.52
Budgeted Revenue: N/A

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS: The Department of Public Works developed plans and specifications to construct the Butzen Sports Complex parking lot.

STAFF COMMENTS: Five bids were received for the construction of the Butzen Sports Complex parking lot project they are listed below:

- Premiere Excavation LLC \$391,134.52
- Buteyn-Peterson Construction Company \$398,913.52
- Wondra Construction, Inc. \$460,215.20
- Advance construction Inc. \$533,747.00
- Veit & Company, Inc. \$536,306.05

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 91-23-24 authorizing the appropriate City officials to enter into contract with Premier Excavation LLC for the construction of the Butzen Sports Complex parking lot, and authorizing a budget amendment.

ATTACHMENTS:

- I. Res. No. 91-23-24
- II. Agreement Between the City of Sheboygan and Premier Excavation LLC

**CITY OF SHEBOYGAN
RESOLUTION 91-23-24**

BY ALDERPERSONS DEKKER AND RUST.

NOVEMBER 6, 2023.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Premier Excavation LLC for the construction of the Butzen Sports Complex parking lot, and authorizing a budget amendment.

WHEREAS, the City of Sheboygan has advertised for bids to construct the Butzen Sports Complex parking lot (the "Project"); and

WHEREAS, the lowest bid of the three received was from Premier Excavation LLC for \$391,134.52; and

WHEREAS, there are available unused debt proceeds from the 2023-2027 Capital Improvements Plan due to the Taylor Drive Lighting project no longer being completed allowing for the reallocation to this project; and

WHEREAS, there are also unused project funds related to the Butzen Property from 2020 within the Fund Balance of the Capital Projects Fund that can be utilized to fund the remaining amount needed to complete this project; and

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

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

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

DECREASE:

Capital Projects Fund – Public Works – Other Equipment (Acct No. 400300-659100)	\$284,000.00
--	--------------

INCREASE:

Capital Projects Fund – Culture & Recreation – Improvements other than Buildings (Acct No. 400500-641100)	\$391,134.52
--	--------------

Capital Projects Fund – Capital Projects – Fund Equity Applied (Acct No. 400-493000)	\$107,134.52
---	--------------


PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2484-23	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
Premier Excavation, 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: ***Butzen Sports Complex – Parking Lot.***

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 June 28, 2024 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.

4.03 *Milestones*

1. None.

4.04 *Liquidated Damages*

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

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
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		Bid Number:	2484-23	Page:	2 of 7


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

4.05 *Special Damages*

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

ARTICLE 5 – CONTRACT PRICE

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

PROJECT MANUAL					Item 8.
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ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

6.03 *Final Payment*

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


6.04 *Interest*

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

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 *Contents*

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


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		Bid Number:	2484-23	Page:	4 of 7

- a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
3. Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
4. Drawings as listed in the table of contents of the drawings (copy of list attached and incorporated by reference).
5. Federal Labor Provisions (HUD 4010), Wage Determinations, Affirmative Action Requirements, Contract Language Requirements, Equal Opportunity Clause and Section 3 Contract Requirements as identified in Section 00 43 43 – Federal Requirements (not attached but incorporated by reference)
6. Addenda (not attached but incorporated by reference)
 - a. Number 1 dated October 10, 2023.
7. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid consisting of 2 pages.
8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed,
 - b. Work Change Directives,
 - c. Change Orders,
 - d. Field Order,
 - e. Task Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

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

8.01 *Contractor's Representations*


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

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
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		Bid Number:	2484-23	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


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

8.03 *Standard General Conditions*

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

(Continued on next page)

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		Section:	00 52 00		
		Bid Number:	2484-23	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:

Premier Excavation, LLC

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. ____-23-24.

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:

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Table of Contents		
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		Bid Number:	2485-23R	Page:	1 of 2

**Kiwanis Park Improvements
Pickleball Courts**

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00 01 10	Table of Contents	2
	Procurement Requirements	
00 11 13	Advertisement for Bids	2
00 21 13	Instructions for Bidders	10
00 41 43	Bid Form	6
00 41 44	Unit Price Worksheet	1
00 41 44.1	Quest Unit Price Worksheet	3
00 42 13	Bid Bond	2
00 43 43	Federal Requirements	34
00 45 13	Bidder's Proof of Responsibility	4
00 45 20	Bidder's Proof of Responsibility and Non-Collusion Affidavit – Subcontractor	3
00 45 50	List of Subcontractors	1
	Contracting Requirements	
00 52 00	Agreement	7
00 55 00	Notice to Proceed	1
00 61 13	Performance Bond Form	3
00 61 14	Payment Bond Form	3
00 62 11	Submittal Cover	1
00 62 76	Application for Payment	2
00 63 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
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01 14 00	Work Restrictions	5
01 43 00	Quality Assurance	2
01 55 26	Traffic Control	2
01 57 19	Temporary Environmental Controls	2
01 71 23	Construction Staking	2
01 78 00	Closeout Requirements	2
01 78 19	Project Record Requirements	2
02 00 00	DEMOLITION	
02 10 00	Selective Demolition	2
11 00 00	EQUIPMENT	
11 68 00	Pickleball Court Posts and Nets	2

PROJECT MANUAL

CITY OF SHEBOYGAN
PUBLIC WORKS

Engineering Division
2026 New Jersey Ave
Sheboygan, WI 53081

Document Title: Table of Contents

Section: 00 01 10

Bid Number: 2485-23R Page: 2 of 2

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31 20 00	Excavation	3
31 25 00	Erosion Control and Site Maintenance	3
32 00 00	EXTERIOR IMPROVEMENTS	
32 05 00	Aggregate Base	3
32 10 00	Grading, Curb and Gutter, and Sidewalk	5
32 18 23	Court Surface	5
32 31 00	Fences and Gates	6

BID NUMBER: 2484-23



CITY OF SHEBOYGAN

DEPARTMENT OF PUBLIC WORKS

BUTZEN SPORTS COMPLEX PARKING LOT

OCTOBER 2023

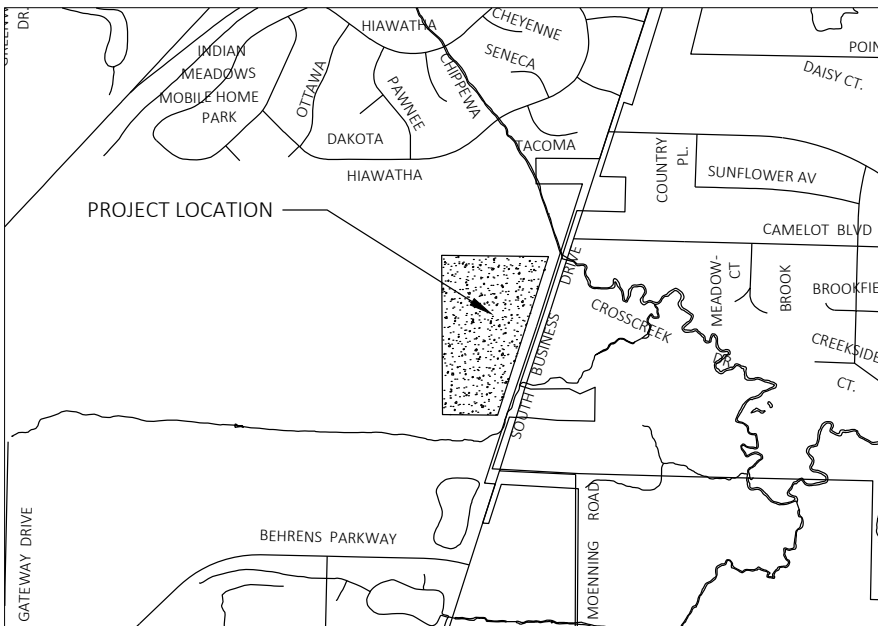
Revision Number	Revision Description	Drawn By	Date
1	Addendum 1	TJM	10/9/2023

BUTZEN SPORTS COMPLEX PARKING LOT TITLE SHEET

**CITY OF SHEBOYGAN
PUBLIC WORKS**

City of Sheboygan
Department of Public Works
Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081
Ryan Szama, PE - City Engineer

Designed By	TJM
Drawn By	TJM
Checked By	KEJ
Plot Date	9/29/2023
Bid No.	2484-23
Project Date	OCTOBER 2023
Sheet No.	1
Drawing No.	000CV



NOT TO SCALE

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12	050 RD	REMOVAL DETAILS
13-15	110 EC 1-3	EROSION CONTROL DETAILS
16	110 EC-4	EROSION CONTROL NOTES
17	200 GP-1	LAYOUT INFORMATION (CURB AND PARKING LOT EDGES)
18	200 GP-2	LAYOUT INFORMATION (FENCE, RADIUS AND STRUCTURES)
19	201 GP	LAYOUT INFORMATION (NORTH END GRADING)
20	202 GP-1	LAYOUT INFORMATION (NE STOCKPILE LOCATION)
21	202 GP-2	LAYOUT INFORMATION (SW STOCKPILE LOCATION)
22	203 GP	LAYOUT INFORMATION TABLES
23	205 UP	UTILITY PLAN
24	205 UP-2	UTILITY PLAN - PROFILES
25	305 TC	TRAFFIC CONTROL
26	700 PM	PAVEMENT MARKING AND PERMANENT SIGNING

2484-23 Butzen Sports Complex - Parking Lot (#8747884)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

10/17/2023 10:00 AM CDT

						Premier Excavation LLC	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
	1	1	Mobilization	LS	1	\$11,500.00	\$11,500.00
	2	2	Construction Staking	LS	1	\$999.00	\$999.00
	3	3	Traffic Control	LS	1	\$12,967.00	\$12,967.00
	4	4	Restoration and Repair of Alliant Energy Access Rd	LS	1	\$0.01	\$0.01
	5	5	Clearing and Grubbing	STA	3	\$1,500.00	\$4,500.00
	6	6	Excavation Common	CY	8200	\$4.90	\$40,180.00
	7	7	Base Aggregate Dense, 1 1/4-Inch	Tons	6075	\$18.85	\$114,513.75
	8	8	Asphaltic Surface (Driveways and Turn Lanes)	Tons	92	\$210.26	\$19,343.92
	9	9	Removing Inlet, Endwall and Pipe	Each	1	\$250.00	\$250.00
	10	10	Removing Curb and Gutter	LF	305	\$8.20	\$2,501.00
	11	11	Inlets, Type N1	Each	3	\$2,200.00	\$6,600.00
	12	12	Manhole, 4-FT Diameter	Each	1	\$3,700.00	\$3,700.00
	13	13	Inlet Frame and Grate	Each	2	\$1,556.39	\$3,112.78
	14	14	Inlet Cover Type C	Each	1	\$1,300.00	\$1,300.00
	15	15	Manhole Casting	Each	1	\$1,200.00	\$1,200.00
	16	16	PVC SS, 12-Inch	LF	9	\$106.00	\$954.00
	17	17	PVC SS, 15-Inch	LF	92	\$110.00	\$10,120.00
	18	18	PVC SS, 18-Inch	LF	48	\$112.00	\$5,376.00
	19	19	Apron Endwall, 15-inch	Each	1	\$1,000.00	\$1,000.00
	20	20	Apron Endwall, 18-Inch	Each	1	\$1,100.00	\$1,100.00
	21	21	PVC Sanitary Sewer, 8-Inch	LF	216	\$160.00	\$34,560.00
	22	22	Sanitary Manhole, 4-ft Dia	Each	1	\$4,700.00	\$4,700.00
	23	23	Sanitary Manhole Casting	Each	1	\$600.00	\$600.00
	24	24	Manhole Modifications (SA-2B-002)	LS	1	\$8,500.00	\$8,500.00
	25	25	Adjusting Sanitary Manhole (SA-2B-003)	LS	1	\$950.00	\$950.00
	26	26	6" PVC Watermain	LF	7	\$112.00	\$784.00
	27	27	8" PVC Watermain	LF	200	\$130.00	\$26,000.00
	28	28	Hydrant	Each	1	\$5,900.00	\$5,900.00

29	29 Relocate Existing Hydrant	Each	1	\$1,200.00	\$1,200.00
30	30 6" Gate Valve	Each	1	\$2,600.00	\$2,600.00
31	31 8" Gate Valve	Each	1	\$3,200.00	\$3,200.00
32	32 HMA Pavement (S. Business Dr)	Tons	15	\$326.18	\$4,892.70
33	33 Tack Coat	Gal	3	\$3.67	\$11.01
34	34 Concrete Curb and Gutter, 30-Inch	LF	360	\$40.68	\$14,644.80
35	35 Concrete Surface Drain	SY	10	\$10.50	\$105.00
36	36 Silt Fence and Maintenance	LF	1800	\$1.51	\$2,718.00
37	37 Tracking Pads	Each	2	\$750.00	\$1,500.00
38	38 Inlet Protection	Each	4	\$22.00	\$88.00
39	39 Salvaged Topsoil	SY	10300	\$0.80	\$8,240.00
40	40 Hydro-Seed	SY	10300	\$2.21	\$22,763.00
41	41 3-Rail Cedar Fence	LF	80	\$38.02	\$3,041.60
42	42 Sawing Concrete	LF	460	\$4.03	\$1,853.80
43	43 Moving Signs and Sign Posts	Each	2	\$100.00	\$200.00
44	44 Signs	SF	15	\$37.81	\$567.15
45	45 Sign Posts Tubular Steel, 11-FT	Each	2	\$149.00	\$298.00
Total					\$391,134.52