



PUBLIC WORKS COMMITTEE AGENDA

October 29, 2024 at 5:30 PM

Municipal Service Building - Training Room, 2026 New Jersey Avenue

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

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

OPENING OF MEETING

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

MINUTES

5. Approval of Minutes: October 15, 2024

ITEMS FOR DISCUSSION & POSSIBLE ACTION

6. Gen. Ord. No. 21-24-25 / An ordinance making various changes regarding winter parking and snow emergencies.
7. Gen. Ord. No. 22-24-25 / An ordinance establishing new winter parking restrictions on South 23rd Street and South 24th Street between Indiana Avenue and Georgia Avenue.
8. Gen. Ord. No. 23-24-25 / An ordinance amending section 8-16 of the Sheboygan Municipal Code so as to expand beach access for pets.
9. Res. No. 107-24-25 / A resolution authorizing the appropriate City officials to enter into contract for the provision and installation of playground equipment to be installed in Optimist Park and authorizing a budget amendment.
10. Res. No. 108-24-25 / A resolution authorizing the appropriate City officials to enter into a contract with Essential Sewer and Water Services, LLC for the sanitary sewer repair on Oakland Avenue between South 8th Street and South 9th Street.
11. Res. No. 104-24-25 / A resolution authorizing the appropriate City officials to enter into contract with Correct Digital Displays, Inc. for the purchase and installation of three electronic scoreboards with

wireless controls and accessories for the Wildwood Baseball Complex softball diamonds and authorizing a 2024 budget amendment.

- [12.](#) Res. No. 106-24-25 / A resolution authorizing execution of the Subordination, Nondisturbance and Attornment Agreement and Estoppel Certificate, and Landlord's Waiver and Consent, on behalf of the City, regarding the Harbor Winds Hotel.
- [13.](#) Res. No. 110-24-25 / A resolution authorizing the vacation of two easements, pursuant to Wis. Stat. § 236.293, on parcel 59281318390.

NEXT MEETING DATE

14. Next Regular Meeting Date: November 12, 2024

ADJOURNMENT

15. 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 15, 2024

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

COMMITTEE MEMBERS EXCUSED: Alderperson Daniel Peterson

STAFF/OFFICIALS PRESENT: City Administrator Casey Bradley, Director of Public Works Travis Peterson, City Engineer Kevin Jump, Superintendent of Streets and Sanitation Joel Kolste, Superintendent of Parks & Forestry Joe Kerlin, Superintendent of Wastewater Jordan Skiff, Superintendent of Facilities and Traffic Mike Willmas, Motor Vehicle Supervisor Rick Ney, Purchasing Agent Bernard Rammer, Assistant Fire Chief-Administration Michael Lubbert, Deputy City Attorney Liz Majerus, City Forester Tim Bull, Marina Manager Nick Warminsky, Assistant to City Administrator Marie Foss, Administrative Coordinator Melissa Fassbender (remote), Administrative Clerk Stacy Weseljak

OTHERS PRESENT: Tom Rogers (remote), Beverly Verhage (remote), Tim Wagner (remote), Bruce & Michelle Abrams (remote), Heather Burke (remote), Mary C. Werner, Lisa Salgado, Christi Merrier, Eric Katte, Tracy Brunette, Bryan Kelly, Ioannis Tsioulos, Sharon Abel, and Leah Hibl

OPENING OF MEETING

1. Call to Order

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

2. Roll Call
3. Pledge of Allegiance

The Pledge of Allegiance was recited.

4. Introduction of Committee Members and Staff

MINUTES

5. Approval of Minutes: September 24, 2024

MOTION TO APPROVE MINUTES FROM SEPTEMBER 24, 2024

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

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

ITEMS FOR DISCUSSION & POSSIBLE ACTION

6. Res. No. 95-24-25 / A resolution adopting a Sheboygan Waterfront and Marina Master Plan.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

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

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

- 7. Res. No. 86-24-25 / A resolution adopting a Special Event Fee Schedule and an amended Equipment Fee Schedule.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION
Motion made by Vice Chair Ramey, Seconded by Alderperson Rust.
Voting Yea: Chair Dekker, Vice Chair Ramey, Alderperson Rust, Alderperson Belanger

- 8. Res. No. 87-24-25 / A resolution adopting the 2025 Marina and Riverfront Slips Fee Schedule.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION
Motion made by Alderperson Rust, Seconded by Vice Chair Ramey.
Voting Yea: Chair Dekker, Vice Chair Ramey, Alderperson Rust, Alderperson Belanger

- 9. Res. No. 96-24-25 / A resolution authorizing the appropriate City officials to execute a Memorandum of Understanding with Friends of the Shaw Family Playground, Inc. regarding the terms and understanding between the parties with regard to the playground designed for use by children of all abilities.

MOTION TO HOLD THE RESOLUTION PENDING FURTHER NEGOTIATIONS
Motion made by Alderperson Belanger, Seconded by Vice Chair Ramey.
Voting Yea: Chair Dekker, Vice Chair Ramey, Alderperson Rust, Alderperson Belanger

- 10. Res. No. 98-24-25 / A resolution authorizing the Purchasing Agent to issue a purchase order for two (2) Tandem Axle Dump Trucks with snowplows and salt spreaders for the Motor Vehicle Division of the Department of Public Works.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION
Motion made by Alderperson Belanger, Seconded by Alderperson Rust.
Voting Yea: Chair Dekker, Vice Chair Ramey, Alderperson Rust, Alderperson Belanger

- 11. Res. No. 99-24-25 / A resolution authorizing the appropriate City officials to enter into a contract with HDR Engineering, Inc. for the design of a movable pedestrian bridge connecting the South Pier promenade with the area of Riverfront Drive and Virginia Avenue.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION
Motion made by Alderperson Belanger, Seconded by Vice Chair Ramey.
Voting Yea: Chair Dekker, Vice Chair Ramey, Alderperson Rust, Alderperson Belanger

- 12. Direct Referral Res. No. 100-24-25 / A resolution authorizing the appropriate City officials to amend the Agreement between the City of Sheboygan and Guelig Waste and Demolition, LLC for demolition of structures located at 1211 N. 23rd Street, Sheboygan, to allow for the demolition of a 12,000 square foot outbuilding.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION
Motion made by Alderperson Belanger, Seconded by Vice Chair Ramey.
Voting Yea: Chair Dekker, Vice Chair Ramey, Alderperson Rust, Alderperson Belanger

- 13. Direct Referral Res. No. 101-24-25 / A resolution authorizing the Purchasing Agent to issue a Purchase Order for the abatement of asbestos from an accessory structure on the property located at 1211 N. 23rd Street to precede demolition of the structure.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION
Motion made by Alderperson Belanger, Seconded by Vice Chair Ramey.
Voting Yea: Chair Dekker, Vice Chair Ramey, Alderperson Rust, Alderperson Belanger

14. Direct Referral Res. No. 102-24-25 / A resolution authorizing the Purchasing Agent to issue purchase orders to three nurseries for the purchase of street trees for the 2025 Street Tree Planting Program for the City of Sheboygan.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

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

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

NEXT MEETING DATE

15. Next Regular Meeting Date: October 29, 2024

ADJOURNMENT

16. Motion to adjourn

MOTION TO ADJOURN AT 6:38 PM

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

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

**CITY OF SHEBOYGAN
ORDINANCE 21-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

OCTOBER 21, 2024.

AN ORDINANCE making various changes regarding winter parking and snow emergencies.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

SECTION 1: **AMENDMENT** “Sec 52-234 Definitions” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 52-234 Definitions

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Vehicle means every device in, upon or by which any person or property is or may be transported or drawn upon a street or highway.

Winter season means the period from December 1 through ~~March~~April 31~~30~~ of the next calendar year, unless sooner terminated by council resolution or mayoral proclamation.

(Code 1975, § 38-90; Code 1997, § 118-241; Ord. No. 110-99-00, § 1, 4-5-2000)

SECTION 2: **AMENDMENT** “Sec 20-4 Emergency Powers; Parking Restrictions During Snow Emergency” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 20-4 Emergency Powers; Parking Restrictions During Snow Emergency

- (a) The emergency powers of the council or mayor conferred under this article include the general authority to order whatever is necessary and expedient for the health, safety, welfare, and good order of the city in such emergency and shall include, without

limitation because of enumeration, the power to designate any public street, thoroughfare, or vehicle parking areas closed to motor vehicles and pedestrian traffic, notwithstanding any provisions of Wis. Stats. chs. 341 through 349 or other provisions of law.

- (b) Whenever the powers conferred in this article are exercised because of ~~a heavy snowstorm or blizzard~~ winter weather conditions, the following parking restrictions shall be in effect:
- (1) All no parking restrictions relating to parking on one side of the street only shall be suspended on all streets during a snow emergency.
 - (2) Parking of vehicles on designated snow emergency routes, boulevards, cul-de-sacs, and dead ends is completely prohibited during the period of a snow emergency.
 - (3) When a snow emergency exists, where parking has not been prohibited by subsection (b)(2) of this section, ~~between the hours of 12:00 midnight and 6:00 a.m.;~~ vehicles shall ~~only~~ park on the even or odd side of the street corresponding to the calendar date of each snow emergency declaration day. Once the snow plow has cleared snow to the curbing for the opposite side of said street, vehicles shall be relocated to the cleared side where they shall remain, when parked, for the remaining duration of the next snow emergency day. If a snow emergency is in effect more than 48 hours, vehicles shall be parked on the even or odd side of the street corresponding to the calendar date of each snow emergency declaration day but may be relocated to the opposite side once snow is cleared to the curbing. ~~even side of the street (that is west and north sides) on even days, and vehicles shall only park on the odd side of the street (that is, east and south sides) on odd days.~~ Vehicles must still comply with all other parking regulations as to place, other than the suspension of the one-side-parking-only provisions provided in subsection (b)(1) of this section, and time.
 - (4) The snow emergency will end when officially lifted by council or mayoral proclamation.

(Code 1975, § 2-374; Code 1997, § 42-104; Ord. No. 36-97-98, § 1, 9-3-1996; Ord. No. 31-04-05, § 1, 10-4-2004; Ord. No. 53-10-11, § 2, 3-7-2011; Ord. No. 14-11-12, § 2, 7-5-2011)

SECTION 3: REPEALER CLAUSE All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 4: EFFECTIVE DATE This Ordinance shall be in effect from and after its passage and publication according to law.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
GENERAL ORDINANCE 22-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

OCTOBER 21, 2024.

AN ORDINANCE establishing new winter parking restrictions on South 23rd Street and South 24th Street between Indiana Avenue and Georgia Avenue.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

SECTION 1: Pursuant to Sheboygan Municipal Code Section 52-108 authorizing the Common Council to establish regulations limiting the time and prescribing the hours for parking, standing, and stopping of vehicles and designating the areas in streets, alleys, and other public places to which the regulations apply, the west side of South 23rd Street between Indiana Avenue and Georgia Avenue and the east side of South 24th Street between Indiana Avenue and Georgia Avenue are hereby added to the list of locations where parking is prohibited from December 1st to March 31st.

SECTION 2: The Department of Public Works is hereby authorized and directed to install all signs necessary and appropriate to communicate this ordinance with the public.

SECTION 3: The Police Department is hereby authorized and directed to enforce the parking restrictions established by this ordinance.

SECTION 4: REPEALER CLAUSE All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 5: EFFECTIVE DATE This ordinance shall be in effect from and after its passage and publication according to law.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

**CITY OF SHEBOYGAN
ORDINANCE 23-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

OCTOBER 21, 2024.

AN ORDINANCE amending section 8-16 of the Sheboygan Municipal Code so as to expand beach access for pets.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

SECTION 1: **AMENDMENT** “Sec 8-16 Pets Prohibited In Parks And On Public Grounds Except In Designated Areas; Regulations” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 8-16 Pets Prohibited In Parks And On Public Grounds Except In Designated Areas; Regulations

- (a) Pets are prohibited in all city parks, beaches or other public grounds, except in areas designated by the common council and posted by the superintendent of parks as either off-leash or on-leash areas, or in areas designated by the common council for the training or showing of pets.
- (b) *Designated off-leash areas.* Unleashed pets shall be allowed at the following locations, provided that they are at all times under immediate control, such as by voice command of the owner or other person physically capable of restraining the pet:
 - (1) Lakeview Park Beach area delineated by the superintendent of parks with signage;
 - (2) City-owned property east of Lakeshore Road (County LS) north of the Pigeon River, within the Pigeon River Environmental Corridor;
 - (3) City-owned property on the northwest corner of the intersection of Center Avenue and North 9th Street;
 - (4) The Sheboygan Dog Run Park located at 4108 South 18th Street.
 - (5) The beach area north of North Point Overlook between the Sheboygan Water Utility facility and the Wisconsin Maritime Historical Marker.
- (c) *On-leash areas.*
 - (1) Pets shall be allowed at the following locations: provided they are restrained by a substantial leash or chain not exceeding eight feet in length, or a retractable leash not exceeding 15 feet in length in the hands of a person directly controlling the movement of the animal. Pets are not allowed within 20 feet of playground and splash pad areas or in park shelters and buildings:

- a. Lakeview Park;
 - b. North Point Park, north of the northernmost jetty;
 - c. North Point overlook pedestrian path;
 - d. The city's urban recreational trails;
 - e. City-owned Green Wing Drive retention ponds;
 - f. The city-owned green space area adjacent to Fisherman's Creek on the south side of Camelot Boulevard between 1211 and 1411 Camelot Boulevard;
 - g. Area 8 of Kiwanis Park unless off-leash signage applies;
 - h. Evergreen Park;
 - i. Jaycee Park excluding the Quarry Beach area;
 - j. Jaycee Park to Mill Road along the Pigeon River Corridor;
 - k. Moose Park unless off-leash signage applies;
 - l. Cleveland Park unless off-leash signage applies;
 - m. Any City-owned property when requested as part of a special event. Requests shall be submitted with the special events application and approval may be given by the director of public works in his or her discretion. A copy of the written approval shall be maintained by the event organizer throughout the event when a pet is onsite and shall be presented to law enforcement upon request. Law enforcement may revoke permission if the pets create a disturbance.
- (d) Any person owning or having charge, custody, care or control of a pet who shall permit the pet to be present in any of the prohibited areas or in any of the designated areas in violation of the provisions of this section shall be subject to penalty as provided in section 8-4.
- (e) Any person owning or having charge, custody, care or control of a pet in a designated off-leash or on-leash area who fails to clean up the pet's feces shall be subject to a forfeiture of \$125.00, together with the costs of prosecution, and in default of payment thereof, imprisonment in the county jail until such forfeiture and costs are paid, but not to exceed 30 days.
- (f) The superintendent of parks shall post areas designated as off-leash and on-leash areas where pets are allowed, shall post the forfeiture amount for violations for subsection (e) above, and shall supply waste receptacles for the public's use in complying with the requirements of subsection (e) above.
- (g) This section shall not apply to police dogs.

(Code 1997, § 18-15; Ord. No. 78-01-02, § 2, 2-4-2002; Ord. No. 35-03-04, § 1, 10-20-2003; Ord. No. 100-05-06, § 1, 5-15-2006; Ord. No. 77-06-07, § 1, 2-19-2007)

SECTION 2: REPEALER CLAUSE All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3: EFFECTIVE DATE This Ordinance shall be in effect from and after its passage and publication according to law.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

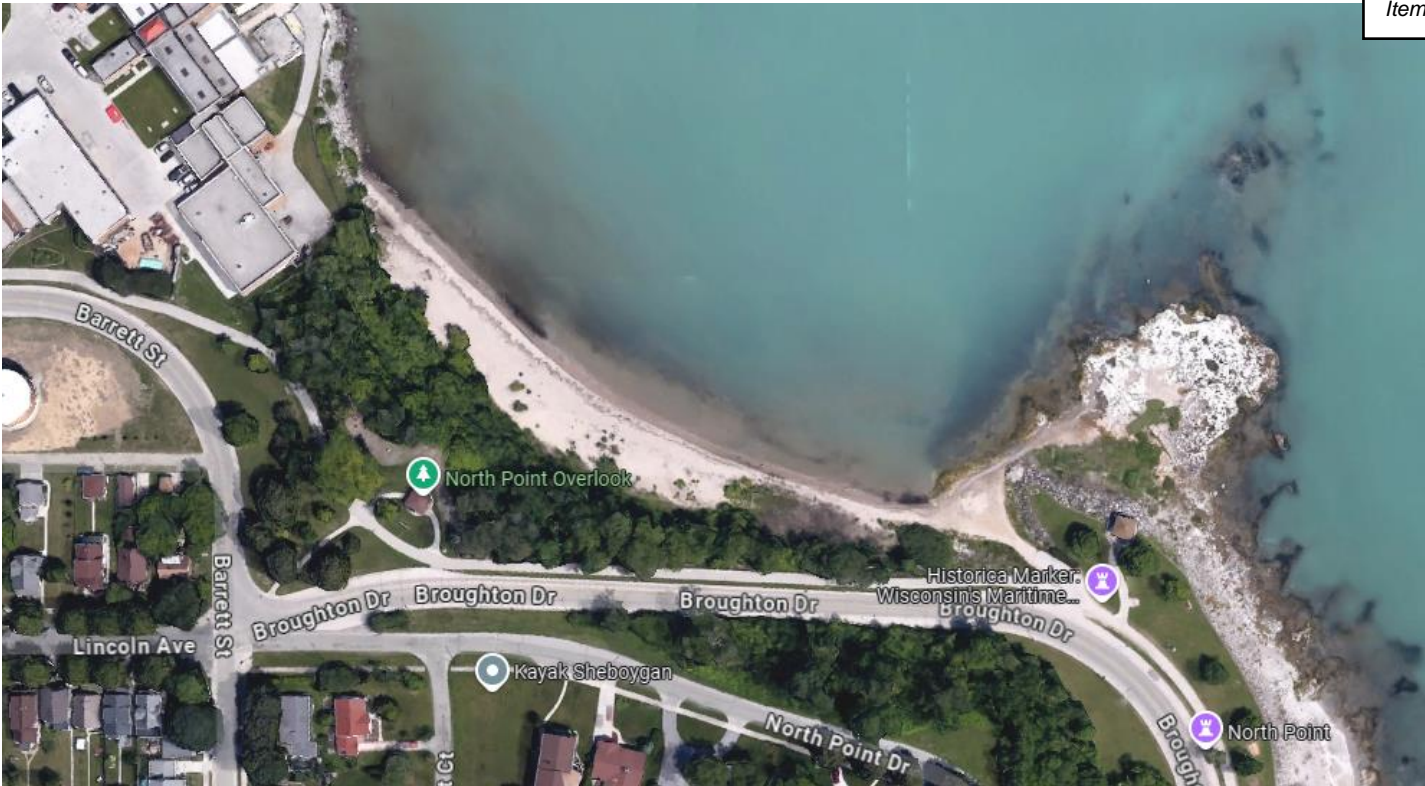
_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan



**CITY OF SHEBOYGAN
RESOLUTION 107-24-25
BY ALDERPERSONS MITCHELL AND PERRELLA.**

OCTOBER 21, 2024.

A RESOLUTION authorizing the appropriate City officials to enter into contract for the provision and installation of playground equipment to be installed in Optimist Park and authorizing a budget amendment.

WHEREAS, Optimist Park, located on Carmen Avenue in Sheboygan, is in need of additional playground equipment so as to provide a robust selection of play activities similar to those in a number of other parks in the City. The Optimist Club has generously pledged a donation of funding up to fifty percent of the cost to purchase and install the equipment; and

WHEREAS, the City desires to purchase and have installed the desired equipment with City staff responsible for initial site preparation and final placement of landscape materials following installation; and

WHEREAS, the City issued Request for Bids #2060-24 specifying the requirements for the equipment and two bids were received from firms engaged in the sale and installation of such equipment; and

WHEREAS, the lowest responsive bid has been found to comply with all of the specifications and the equipment and is satisfactory to City staff in all respects.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to enter into contract with Lee Recreation, LLC of Cambridge, Wisconsin for the purchase, delivery and professional installation at a total cost of \$50,520.00.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to draw funds to cover the associated expenses with the above contract via the following budget amendment:

INCREASE:

CDBG Fund – CDBG – Park/Rec Improvements (Acct. No. 260660-641700)	\$37,520
CDBG Fund – Federal Housing/Economic Grant (Acct. No. 260-432710)	\$37,520
Capital Fund – Culture & Recreation – Improvements Other Than Buildings (Acct. No. 400500-641100)	\$13,000
Capital Fund – Contributions/Donations (Acct. No. 400-485000)	\$13,000

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

**AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND
LEE RECREATION, LLC, FOR THE PURCHASE AND INSTALLATION OF
PLAYGROUND EQUIPMENT AT OPTIMIST PARK**

This Agreement (“Agreement”) is made and entered into effective this ____ day of _____, 2024 (the “Effective Date”), by and between the City of Sheboygan (the “City”), a municipal corporation, and Lee Recreation, LLC (“Contractor”).

WITNESSETH:

WHEREAS, the City owns Optimist Park located at 2004 Carmen Avenue, Sheboygan (the “Park”); and

WHEREAS, the City wishes to add to existing playground equipment to enhance the play experience for park patrons; and

WHEREAS, the City issued Request for Bids # 2060-24 to obtain bids from qualified providers of the products and services needed to complete the installation and other related work (“Services”); and

WHEREAS, the City has reviewed the bids, and determined that Contractor’s bid (“Bid”) is the lowest responsive and responsible bid for the Services; and

WHEREAS, a copy of the Bid is attached to this Agreement as **Exhibit 1**; and

WHEREAS, Contractor desires to provide the City with the necessary Services under the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services

The Request for Bids # 2060-24 is attached to this Contract as **Exhibit 2**. The quantities shown in the Project Manual are what is required to complete the project.

Contractor shall complete the Services necessary to provide, deliver and install the equipment. This includes the provision of all necessary labor, equipment, licenses, permits¹, travel expenses, freight and disposal of packaging materials.

¹ Contractor shall be responsible for obtaining any and all applicable City permits and paying any and all applicable permit fees prior to beginning work. The City does not waive permit fees between departments

The City shall prepare the site in advance of the Contractor’s arrival in a manner conducive to allow for installation of the equipment. Following equipment installation, and in accordance with manufacturer’s specifications, the City shall provide and place the final materials necessary for cushioning the areas below the equipment.

The City will provide a tax-exempt certificate to Contractor for any approved purchase made by Contractor from vendors related to the Services.

Article 2. Standard of Care

Contractor shall be responsible for completing the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The City’s Representative shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the City’s Representative shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under this Agreement.

Article 3. City’s Representative

The City designates Joseph Kerlin, Superintendent of Parks and Forestry, as its Representative for purposes of this Agreement. If the City’s Representative deems it appropriate, the City’s Representative may consult with other employees of the City, delegate the responsibility to another employee under his charge or may retain an appropriate outside expert to assist with the management of this Project.

Article 4. Compensation

The City shall pay Contractor for the Services as follows:

- Purchase and Delivery of the equipment to the Park: \$ 37,520.00
- Complete installation of the equipment to Manufacturer Specifications: \$ 13,000.00

For avoidance of doubt, this amount shall cover all equipment and accessories, freight, labor, travel, and disposal of packaging and crating materials for a complete turnkey installation. Following installation, the City will provide and install final landscape materials to provide a safe, cushioned surface below the equipment.

Invoices shall be sent via first class mail postage prepaid. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the City on a monthly basis and shall be based on the percentage of the Services described in Article 1 completed. The invoice shall be sent to:

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

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its Representative prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

The City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Defective work.
- Evidence indicating the probable filing of claims by other parties against Contractor which may adversely affect the City.
- Failure of Contractor to make payments due to subcontractors, material suppliers, or employees.
- Damage to the City or a third party.

The submission of any request for payment shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

Partial payment made under this Agreement is not evidence of the proper performance by Contractor either in whole or in part, and no payment made by the City shall be construed to be an acceptance of defective or improper work. Acceptance of the work by the City shall occur only upon Final Payment by the City which will occur after Final Acceptance. The Parties recognize that more than 45 days may elapse between the submission of the last invoice and Final Acceptance or Final Payment. The City agrees to make reasonable efforts to schedule its Final Inspection in a timely manner and to process the Final Payment in a timely manner upon Final Acceptance. (For the avoidance of doubt, the warranties and guarantees in this Agreement shall continue to apply even after Final Payment by the City.)

Article 5. Appropriation of Funds

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty. The City agrees that it will make its best effort to obtain sufficient funds for the Agreement to meet its obligations hereunder in full.

Article 6. Performance and Payment Bond

Not Required

Article 7. Schedule

Contractor shall commence work after receiving a Notice to Proceed from the City's Representative. At that point, Contractor shall commence work promptly, and shall continue the prosecution of the Services as quickly as is practicable until the Services are completed.

Contractor shall complete the Services by April 1, 2025, or within such extra time as may have been allowed by a mutually agreed extension (the "Deadline"). The City's Representative shall have the authority to consent to an extension of the Deadline on behalf of the City.

Failure of the Contractor to adhere to the schedule as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.

Article 8. Liquidated Damages

In the event that Contractor does not complete the Services by the Deadline, there shall be deducted from any monies due or that may become due to Contractor, for each and every calendar day that the work remains uncompleted, a sum of One Hundred and 00/100 Dollars (\$100.00) per calendar day. This sum shall be considered and treated not as a penalty but as fixed, agreed, and liquidated damages due the City from Contractor by reason of inconvenience to the public, added cost of supervision, and other items which have caused an expenditure of public funds resulting from his failure to complete the work. Permitting Contractor to continue and finish the work or any part of same after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way be construed as a waiver on the part of the City of any of its rights under this Agreement.

Article 9. Workmanship and Quality of Materials

Contractor's Warranty for the Services is set forth in the bid documents.

All material shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval of the City's Representative.

Whenever, in any document, an article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal" or the term "the equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting competition. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to all contractual requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the City's Representative. The approval by the City's Representative of alternate material or equipment as being equivalent to that specified shall not in any way relieve Contractor of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the contract documents. The City's Representative shall be the sole and final judge of equivalency.

Article 10. Safety Requirements

All materials, equipment, and supplies provided to the City must comply fully with all safety requirements set forth under state and federal law, including all applicable OSHA Standards.

Contractor shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state, or local.

Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

Article 11. Access to Records and Construction Site

Contractor will retain, and will require its approved subcontractors to retain, complete and readily accessible records related in whole or in part to this Agreement, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

Contractor will comply with the record retention requirements in 2 C.F.R. § 200.333. Contractor shall maintain all books, records, accounts, and reports required under this Agreement for a period of not less than seven (7) years after receipt of Final Payment under the Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case records shall be maintained until the disposition of all such litigation, appeals, claims, or exceptions related thereto.

Contractor shall provide sufficient access to the U.S. Comptroller General, the City, and the contractors of those entities to inspect and audit records and information related to performance of this Agreement as reasonably may be required.

Contractor shall permit the U.S. Comptroller General, the City, and the contractors of those entities access to the sites of performance under this Agreement as reasonably may be required.

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records related to the contract, and that the failure to do so shall constitute a material breach of the contract, and that Contractor must defend and hold the City harmless from liability under that law.

Article 12. Termination

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Contractor. The City's Representative shall have the authority to provide this written notice. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services.

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, ten (10) days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative the City may,

at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Contractor) shall be less than the sum which would have been payable under the Agreement if it had been completed by Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Contractor will be liable and shall pay to the City the amount of said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its surety for failure to complete the work in the time specified.

For the avoidance of doubt, the specific remedies identified in this Article 12 are not exclusive. In other words, the City may pursue any remedy in law or equity in the event that Contractor defaults under this Agreement.

Article 13. Default

If Contractor breaches this Agreement or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment and materials to ensure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by City.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, Contractor breaches this Agreement or fails to carry on the work in an acceptable manner.

The City shall send Contractor a written notice of default. If Contractor, within a period of ten (10) days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of Contractor, as set forth in this Agreement.

Article 14. Identity of Contractor

Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City. The City's Representative shall have the ability to provide this written permission. The City reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 15. Independent Contractor Status

During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.

Article 16. Indemnification

Contractor is responsible to the City for the acts and omissions of its employees, subcontractors, and any other persons performing any of the work under a contract with Contractor.

As such, to the extent permitted by law, Contractor shall defend and hold the City—including its Officials, Agents, and Employees—harmless from all liability, including, but not limited to, losses, damages, costs, attorney’s fees, expenses, causes of action, claims, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

Contractor shall reimburse the City for any costs, expenses, judgments, and attorney’s fees paid or incurred, by or on behalf of the City, its Officials, Agents, or Employees, or paid for on behalf of the City, its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

For the avoidance of doubt, Contractor shall further hold the City, its Officials, Agents, and Employees harmless from liability or claims for any injuries to or death of Contractor’s employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the contractor or subcontractor for any payments under any worker’s compensation law or any expenses of or any payments made by any worker’s compensation insurance carrier on behalf of said contractor or sub-contractor, and the contractor shall hold the City harmless from any costs, expenses, judgments, and attorney’s fees with respect to any above referenced workers’ compensation claims incurred or paid by the City or paid on its behalf or on behalf of its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

Article 17. Insurance

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Contractor shall not allow any approved subcontractor to commence work on its subcontract until the subcontractor has obtained all insurance required under this Article.

During the performance of any and all Services under this Agreement, Contractor shall maintain the insurance as set forth in **Exhibit #3** in full force and effect, and shall provide proof of insurance to the City’s Representative listing the City of Sheboygan as an additional insured.

City’s approval of Contractor’s insurance shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor’s provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the

insurance required by these provisions, or fails or refuses to furnish the City the required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

Article 18. Conflict of Interest

Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 19. Waiver

No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 20. Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 21. Assignment

Neither the City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party.

Article 22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

Article 23. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

Article 24. Non-Discrimination and Equal Opportunity

In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, disability, developmental disability (as defined in Wis. Stat. 51.01(5)), sexual orientation (as defined in Wis. Stat. 111.32(13m)), gender identity, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor further agrees to take affirmative action to ensure equal employment opportunities, including complying with all applicable equal employment opportunity requirements of U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Article 25. Compliance with Laws

In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations.

The City reserves the right to cancel this Agreement if Contractor fails to follow the requirements of Wis. Stat. 77.66 and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Agreement with any state or federally debarred contractor.

Contractor shall have any and all licenses and permits required to perform the work specified, and shall furnish proof of such licensing authorization and permits upon request.

Article 26. Notices

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City:

Contractor:

City Clerk		Lee Recreation LLC
City of Sheboygan		809 Bluebird Pass
828 Center Ave.		Cambridge, WI 53523
Sheboygan, Wisconsin 53083		

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Contractor.

Article 27. Intent to be Bound

The City and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this

Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 28. Force Majeure

Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

Article 29. Integration and Modification

This Agreement may be modified only by a written amendment signed by both parties hereto.

This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if fully set out herein:

1. This Agreement and its Exhibits
2. Any Written Amendment to the Agreement which may be delivered or issued after the Effective Date of the Agreement (including Change Orders)
3. The Request for Bids (including all attachments)
4. All Addenda to the Request for Bids
5. All Other Submittals by Contractor
6. The Performance and Payment Bonds

(collectively “the Contract”).

This Contract is the entire and integrated agreement between the City and Contractor regarding the subject matter of this Contract. It supersedes all prior and contemporaneous communications, representations and agreements that are not part of this Contract.

In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, the document expressing the greater quantity, quality, or other scope of work in question, or imposing the greater obligation upon Contractor and affording the greater right or remedy to the City shall govern. Otherwise, the documents shall be given precedence in the order set forth above.

Article 30. Non-Collusion

Contractor is certifying, under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in its bid were arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any other matter relating to such prices with any other bidder, or with any other competitor.
2. The prices quoted in its bid were not knowingly disclosed—directly or indirectly—by the bidder prior to bid opening.

3. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a bid for the purpose of restricting competition.

Article 32. Other Provisions

1. **Material Safety Data Sheet.** If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
2. **Advertising and News Releases.** Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City's Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City's Representative.
3. **Foreign Corporation.** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.
4. **Authority.** Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.
5. **Definitions.**
 - a. **Final Acceptance:** The event that occurs when Contractor issues to the City or the City issues to Contractor a written statement that Contractor has completed all Punch List items, has made all necessary submittals to the City, and has satisfied all of its obligations under the Agreement.
 - b. **Final Inspection:** The inspection conducted by the City to determine what work must still be completed by Contractor in order for Completion of the Services to occur. After the Final Inspection, the City shall provide Contractor with a Punch List that Contractor must complete in order for Completion of the Services to occur.
 - c. **Final Payment:** Payment by the City to Contractor after Completion of the Services the result of which is Contractor receiving all payments due under the terms of the Agreement for performing and completing the Services.

6. Eligibility: Please see Contract **Exhibit # 4** as certification for Federal Eligibility

Article 33 Federal Provisions

CITY OF SHEBOYGAN

TERMS AND CONDITIONS FOR ALL CONTRACTS FUNDED WITH FEDERAL GRANTS SUBJECT TO THE UNIFORM GUIDANCE

In the event of a conflict between the below terms and conditions and the terms of the main body of the Contract or any exhibit or appendix, these federally required contract terms shall govern.

1. **Amendment Permitted.** This list of Federally Required Contract terms may be amended by CITY in the event that the applicable federal grant providing funding for this Contract contains additional required terms.
2. **Debarment and Suspension.** Contractor represents and warrants that, as of the execution of this Contract, neither Contractor nor any subcontractor or sub-consultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during Contract's term Contractor or any subcontractor or sub-consultant performing work at any tier is included on the federally debarred bidder's list, Contractor shall notify CITY immediately. Contractor's completed Vendor Debarment Certification is attached hereto and incorporated herein.
3. **Record Retention.** Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR 5 200.333. Contractor further certifies that it will retain all records as required by 2 CFR 5 200.333 for a period of five (5) years after it receives CITY notice that CITY has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Unless Contractor is functioning as a sub-recipient of grant funding, rather than as a contractor, this requirement is in addition to, and not in place of, CITY's public records retention requirements set forth elsewhere herein. In the event of conflict between local and federal retention periods, the longer retention requirement shall control.
4. **Procurement of Recovered Materials (Applies Only if the Work Involves the use of Materials).** Pursuant to 2 CFR 5200.323, Contractor represents and warrants that in its performance under the Contract, Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000

or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

5. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended. If this is a contract or sub-grant in excess of \$150,000, Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations must be reported to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

6. Energy Efficiency. Contractor certifies that it will comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

7. Anti-Lobbying Restrictions (31 U.S.C. 1352). Contractor certifies that:

7.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.

7.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor shall request from CITY and provide, completed, to CITY the "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

7.3. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

- 7.4. Contractor's completed Anti-Lobbying Certification is attached hereto and incorporated herein.
8. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (Applies Only to Funding Over \$100,000, When Laborers or Mechanics are Used). Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
9. Right to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.
10. Federal Government is Not a Party. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to CITY, Contractor, or any other party pertaining to any matter resulting from the Contract.
11. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). If this is a "prime construction contract," in its performance under the Contract, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor is required to pay wages not less than once a week.
12. Copeland "Anti-Kickback" Act (40 U.S.C. 3145). If this is a "prime construction contract" in excess of \$2,000, Contractor shall, in its performance of the contract, comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Contractor is prohibited

from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

13. Equal Employment Opportunity. Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

14. Termination for Convenience. If this Contract is for an amount in excess of \$10,000 and it lacks a termination for convenience clause, the following applies: CITY may terminate this Contract at any time for any reason by giving at least thirty (30) days' notice in writing from CITY to Contractor. If Contractor is terminated for convenience by CITY, Contractor will be paid for services actually performed or commodity actually provided.

15. Termination for Cause. If this Contract is for an amount in excess of \$10,000 and it lacks a termination for cause clause, the following applies: If Contractor shall fail to fulfill in timely and proper manner any of its obligations or violate any of the provisions of this Contract; CITY shall have the right to terminate this Contract. CITY shall notify Contractor of its intent to terminate, by giving Contractor prior written notice at least five (5) business days before the effective date of the termination, identifying the alleged deficiencies in Contractor's performance, and shall give Contractor thirty (30) days to cure such deficiencies prior to termination. In such event, all deliverables completed by Contractor as of the date of termination shall, at the option of CITY, become property of CITY. Notwithstanding the above, Contractor shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of the Contract, and CITY shall retain its remedies under law.

16. Executive Order 13202- Preservation of Open Competition and Government Neutrality Towards Contractors' Labor Relations on Federal and Federally Funded Construction Contracts. These requirements apply to recipients and sub-recipients of awards and cooperative agreements and to any manager of a construction project acting on their behalf. These individuals or employees of one of these organizations must ensure that the bid specifications, project agreements, and other controlling documents do not: (a) require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or (b) otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories, or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s). Contractors or subcontractors are not prohibited from voluntarily entering into agreements with one or more labor organizations.

17. Domestic Preferences for Procurements. Pursuant to 2 CFR 5200.322, as appropriate, and to the extent consistent with law, Contractor should, to the greatest extent practicable under this Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products under this Contract.

18. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Contractor shall not use funds under this Contract to purchase, or enter into subcontracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 CFR 5 200.216 (generally, video surveillance or telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, their subsidiaries or affiliates, or any entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by the government of a foreign country). In the event Contractor identifies covered telecommunications equipment or services that constitute a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 CFR 5 200.216, during Contract performance, Contractor shall alert CITY as soon as possible and shall provide information on any measures taken to prevent recurrence.

19. Prohibitions on Discrimination. Contractor agrees to comply with the following as applicable:

19.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C 55 2000d et seq.) and Treasury's implementing regulations at 31C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

19.2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C.55 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

19.3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 5 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

19.4. The Age Discrimination Act of 1975, as amended (42 U.S.C. 55 6101 et seq.), and Treasury's implementing regulations at 31C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

19.5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 55 12101 et seq.), which prohibits discrimination on the basis of disability under programs,

activities, and services provided or made available by state or local governments or instrumentalities or agencies thereto.

20. Financial and Program Management As subrecipient of federal funds, Contractor is required to comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Contract and subject to such exceptions as may be otherwise provided by Treasury.

20.1. Financial Management: Contractor shall maintain records and financial documents sufficient to show compliance with section 603(c) of ARPA, Treasury's regulations implementing that section, and guidance issued by Treasury. Contractor shall grant the Treasury Office of Inspector General and the Government Accountability Office or their authorized representatives, the right of access to these records in order to conduct audits or other investigations. Financial records, supporting documents, statistical records and all other records pertinent to the services purchased pursuant to this Contract shall be retained for a period of five (5) years after all of the CITY's funds have been expended or returned to the Treasury Department, whichever is later.

20.2. Audit Requirements. Contractor agrees to provide all reports requested by the CITY including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) or upon request. Contractors who expend more than \$750,000 in federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F.

20.3. Recipient Integrity and Performance Matters. Contractor agrees to provide any information requested by the CITY in order to comply with 2 CFR Appendix XII to Part 200

20.4. SAM.gov Requirements. Contractor is required to comply with 2 CFR Part 25 (System for Award Management ("SAM")) and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information) unless exempted pursuant to 2 CFR 5 25.110.

21. Drug-Free Workplace. Contractor acknowledges that as a subrecipient of federal funds, it is subject to 31 CFR Part 20 (Governmentwide Requirements for Drug-Free Workplace)

22. Relocation Assistance. Where an agreement or project requires the relocation of persons or such person's personal property, Contractor is advised that 42 USC 4601-4655 (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970) may apply.

23. Local, Small, Minority-Owned and/or Women-Owned Businesses. The federal regulations require that every effort is made to assure that minority firms, women’s business enterprises and labor surplus area firms are used when possible (24 CFR85.36(e)). Affirming steps include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- E. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps to select such firms.

24. Section 3. The federal regulations required that economic opportunities generated by federally assisted projects, be to the greatest extent possible, to low-and very low-income persons, particularly those who are recipients of government assistance for housing (24 CFR 570.607(b)).

25. Build America, Buy America (BABA) Act Requirements. The Build America, Buy America (BABA) Act, 41 USC § 8301 note, was enacted in the Infrastructure Investment and Jobs Act on November 15, 2021. The BABA Act requires that products purchased in connection with infrastructure projects funded by Federal financial assistance (FFA) programs must be produced in the United States (U.S.). This requirement is known as the “Buy America Preference (BAP)” (or “domestic procurement requirement”). The purpose of the BABA Act is to stimulate private sector investments in American manufacturing, bolster critical American supply chains, and support the creation of jobs so that America’s workers and firms can compete and lead globally.

The prime contractor and all subcontractors (all tiers) must comply with the requirements of the BABA Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, as applicable to the Community Development Block Grant (CDBG) infrastructure project. Pursuant to the U.S. Department of Housing and Urban Development’s (HUD’s) notice, “Public Interest Phased Implementation Waiver for FY2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance” ([88 FR 17001](#)), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

All iron and steel materials purchased for a CDBG infrastructure project must be produced in the U.S. unless the project or purchase qualifies for a waiver or exemption. The contractor must

maintain records that verify compliance with the BAP requirement for iron and steel materials and provide them to the CDBG Grantee/unit of general local government (UGLG), State of Wisconsin Department of Administration Division of Energy, Housing and Community Resources (DOA-DEHCR), HUD, and/or other regulating entities upon request. Infrastructure projects awarded CDBG funds from DOA-DEHCR in or after 2023 are subject the BAP requirements for iron and steel. General waivers and project-specific waiver categories are specified in [88 FR 17001](#). A contractor seeking a project-specific waiver must demonstrate the criteria for one or more of the project-specific waiver categories are met and must contact the CDBG Grantee/UGLG for further guidance. The Grantee/UGLG is to consult with DEHCR. A waiver requires approval by DEHCR and HUD.

Additional information is provided on the HUD BABA website at: https://www.hud.gov/program_offices/general_counsel/baba.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF SHEBOYGAN, WISCONSIN

CONTRACTOR

BY: _____

Ryan Sorenson , Mayor

Meredith DeBruin, City Clerk

DATE:

DATE:

APPROVED BY:

Evan Grossen, Comptroller

DATE: _____

Charles Adams, City Attorney

DATE: _____



DATE: Sept. 16, 2024

TO: City of Sheboygan
828 Center Ave.
Sheboygan, WI 53081

FROM: Megan Lee Cunningham
RE: Playground Proposal

COMMENTS:

Thank you for giving us the opportunity to submit a proposal for your review.
For the Optimist Park Playground project.

- Lee Recreation, LLC has been designing and supplying playground equipment throughout the state Of Wisconsin for the past 29 years. We have completed many playgrounds.
- We offer FREE Design Services - where we will take your wish list and create a proposal based on your wishes and needs. We do not limit you on designs. We represent BCI Burke the manufacturer who is based in Fond du Lac, WI. They offer a high-quality product as well as innovative products to address the needs of people with all abilities. A copy of their warranty is attached for your review.
- I have put together a proposal to add equipment next to the existing equipment at Optimist Park.

Please feel free to contact me with any questions. I'm here to work with you and answer any questions regarding out proposal.

Thanks

Megan Cunningham

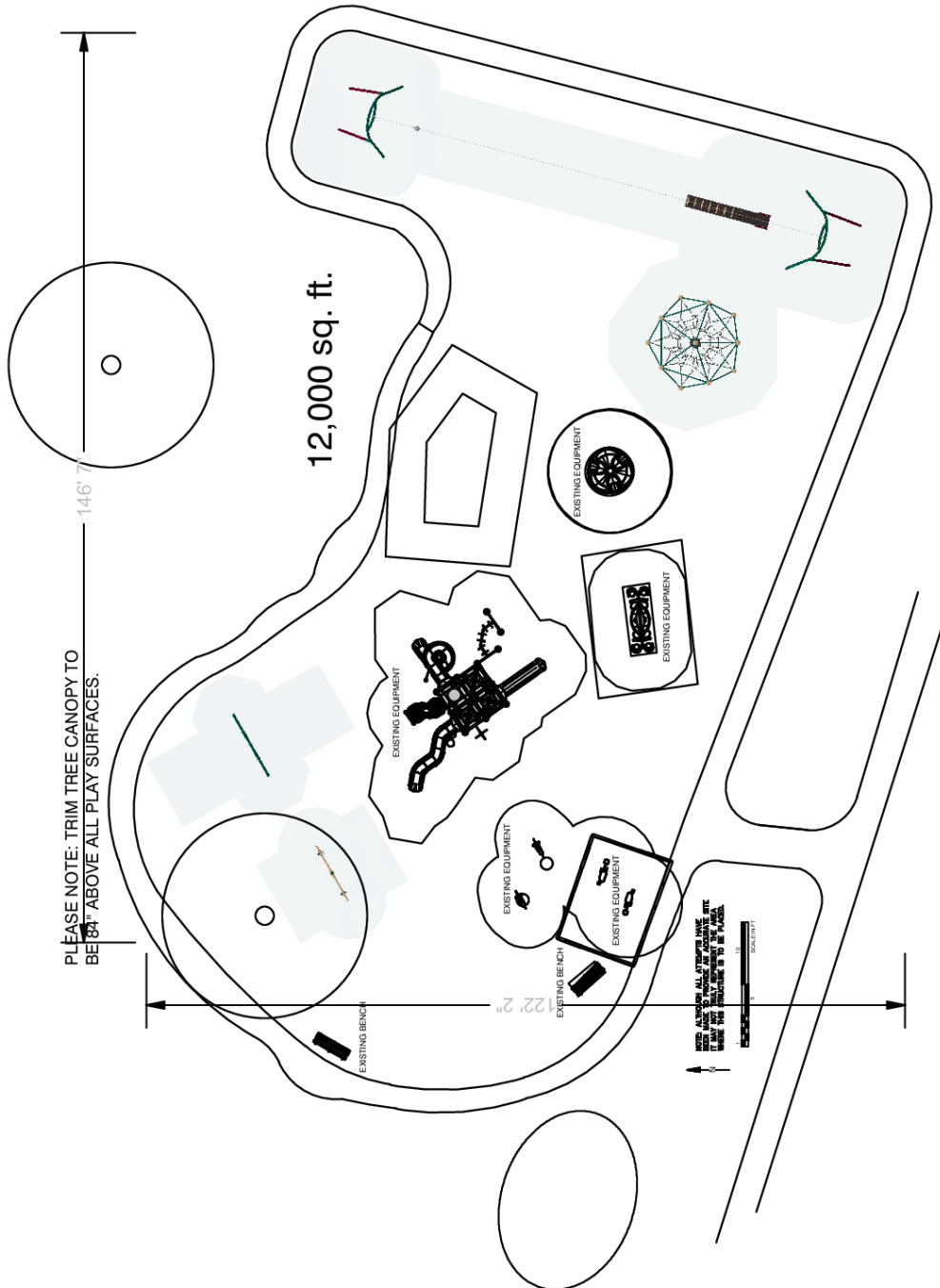
Megan Lee Cunningham

COLOR KEY

- GREEN
- TAN
- BURGUNDY

EXISTING
EQUIPMENT





The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

Item 9.

PLAYGROUND ACCESSIBILITY (Provided/Required)				
TOTAL ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
4	1 / 1	0 / 0	5 / 0	2 / 0

OVERALL BOUNDING OF USE ZONES
 **The space requirements shown here are to ASTM standards. Requirements for other standards may be different.
 Area: 17901.4 sq.ft.
 Perimeter: 537.4 ft.
STRUCTURE SIZE: 2"x146' 7"
POST SIZE(S):

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

SERIES Burke Basics	SITE PLAN VIEW	
GROUP: Freestanding	Optimist Park - Sheboygan Sheboygan, WI 53081-4714	09/05/2024
DESIGNED FOR AGES: 5 to 12		Lee Recreation, LLC 142-182579-2
		Designer: Denise Stalinger
BCI BURKE COMPANY, LLC PO BOX 549 FOND DU LAC, WI 54936-0549 920.921.9220 BCIBURKE.COM		

CITY OF SHEBOYGAN
REQUEST FOR BIDS # 2060-24
OPTIMIST PARK PLAYGROUND EQUIPMENT

BASE BID

We propose to furnish the following equipment to the City of Sheboygan, colors to be chosen from the Manufacturers Standard colors including basic layouts, all equipment as listed and installation instructions *FOB Sheboygan WI, 53081* with off-load by the City and all site preparation, installation and site finish work provided by City personnel.

Manufacturer	Model	Price
BCI Burke	Swing w/2 Belt Seats #550-0201	\$1,530.00
BCI Burke	T-Swing w/2 Tot Seats #550-9011	\$1,665.00
BCI Burke	#550-0206 - Zip Venture	\$15,645.00
BCI Burke	#560-0520 - RopeVenture Vertex	\$18,680.00
Total Base Bid		\$37,520.00

ALTERNATE BID #1

At the sole option of the City, we will provide personnel to off-load the equipment at the site as well as full and complete installation of the equipment by our crews including removal and disposal of shipping packaging with site prep and site finish landscaping to be provided by City personnel.

For this service please add: \$13,000.00_____ to the Base Bid above.

ALTERNATE BID # 2

At the sole option of the City, we will provide a representative at the site to supervise/oversee erection and installation of the equipment with the actual work to be performed by City personnel to assure that all equipment is installed in accordance with Manufacturer specifications. The City will be responsible for unpacking, installation and removal of all packaging materials from the site under the oversight of the representative.

For this service please add: \$ 5000.00_____ to the Base Bid above.

Company Name Lee Recreation, LLC

Address 809 Bluebird Pass City Cambridge
State WI Zip 53523

Phone 800-775-8937 Email megan@leerecreation.com

Signed Lana Lee Date 9-16-2024

The Longest and Strongest warranty in the industry

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of shipment.

We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of shipment as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Intensity®, Synergy™, Nucleus®, Voltage®, Little Buddies®, ELEVATE®, ACTIVATE®, INVIGORATE™) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreKconnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Synergy™, Intensity®, Nucleus®, Voltage®, Little Buddies®, ELEVATE®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers against structural failure due to materials or workmanship.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Intensity® and RopeVenture® cables and LEVEL X® flex bridge against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on moving parts, including swing components, against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble® cables and mallets against defects in materials and workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

Terms of Sale

Pricing: Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070.

01/2021

To be published in The Sheboygan Press on September 4 and September 11, 2024

**CITY OF SHEBOYGAN
REQUEST FOR BIDS# 2060-24
PLAYGROUND EQUIPMENT**

The City is soliciting bids for the purchase and delivery of Playground Equipment to be installed at Optimist Park in Sheboygan WI.

Firms interested may obtain specifications for the equipment by contacting the purchasing office at (920) 459-3469 or via email at bernard.rammer@sheboyganwi.gov.

In order to be considered bids, on forms included with the bid documents must be submitted electronically to Bernard.rammer@sheboyganwi.gov and on file no later than Tuesday September 17, 2024 at 1:00 pm local time. Bids received after this time and date will not be considered.

All bids received will remain in effect for not less than 30 days and may not be withdrawn without the express consent of the City of Sheboygan.

The City of Sheboygan is exempt from Sales Tax and a form will be provided to the firm awarded the bid upon request.

The City of Sheboygan reserves the right to reject any bid, cancel this solicitation, waive any informality associated with the bid process and award the bid deemed to be in the best interest of the City of Sheboygan.

CITY OF SHEBOYGAN

REQUEST FOR BIDS# 2060-24

PLAYGROUND EQUIPMENT

Optimist Park

Deadline: Wednesday September 17, 2024 1:00 PM

Bids are to be emailed to Bernard.rammer@sheboyganwi.gov

The City of Sheboygan is soliciting bids for Playground Equipment. Structure to be designed for children between the ages of five and twelve. Optimist Park is located at 2004 Carmen Avenue, Sheboygan WI 53081

Background

The City is requesting basic designs and pricing for the structures. The city intends to issue a purchase order prior to October 1, 2024

Theme

Vendors should propose a structure/layout which will fit into the available space shown on the Plot plan attached.

Design Layouts must include:

- Specific Equipment Listed Below or approved equal
- All equipment to be suitable for the Wisconsin Climate.

Please include the following in your Bid:

Basic design and **layout** including **pictures or depictions;**

- Detailed listing of included elements
- Prepaid shipping FOB Sheboygan WI
- Information regarding your company including warranty
- Information regarding the Manufacturer of the products proposed.

BASE BID to Include:

- Equipment as Listed or approved Equal
- City to choose colors from standard offerings
- Freight FOB Sheboygan, WI City will off-load equipment.
- Assistance or Guidance with Assembly/Installation

ALTERNATE BID #1 To be added to base Bid If chosen by the City.,

- Unloading at Site by Vendors installation Personnel
- Full and Complete Installation at the Site.
- Removal and disposal of Packaging Materials.

ALTERNATE BID # 2 to be added to Base Bid if chosen by City of Sheboygan

- City crews will have equipment at the site
- Vendor will a provide someone to oversee and assist with the proper erection and Installation of the equipment in accordance with manufacturers specifications.

Do Not Include: This will be provided by the City Regardless of the Alternates chosen

- Removal/Disposal of existing features and equipment
- Landscaping work including supply and placement fall cushioning material and borders following install.

Cooperative Contracts

The City has the ability to access National Contracts through the following. Vendors should include contract price discounts in their bid submittal and indicate which contracts they have used.

- Sourcewell
- Houston Galveston Area Council
- WSCA/NASPO
- State of WI Contracts
- State of MN Contracts
- TCPN
- V.A.L.U.E
- US COMMUNITIES
- WISCONSIN COUNTIES ASSOCIATION

Desired Equipment:

- 1-#SPSW Burke One Bay Single Post Swing Assembly with 2 Belt Seats or approved equal
- 1-#550-9011 Burke T-Swing with 2 Infant/Tot Bucket Seats or approved equal
- 1-3550-0201 Burke ZipVenture Zip Line or approved equal w/ 75' run
- 1-#560-0520 Burke RopeVenture Vertex or approved equal

Terms and Conditions

- The City is exempt from all taxes. Do not include tax in your bid proposal.
- The City of Sheboygan reserves the right to reject any bid, cancel this solicitation, waive any informality associated with the bid process and award the bid deemed to be in the best interest of the City.
- All bids must remain in force for no less than 30 days following the bid date.
- Bids received after the due date and time cannot be accepted.
- The City reserves the right to award the bid to the bidder who best demonstrates the ability to provide the best equipment in the most cost-effective manner.

QUESTIONS:

PLEASE SUBMIT ALL Questions TO: BERNARD.RAMMER@SHEBOYGANWI.GOV

CITY OF SHEBOYGAN
REQUEST FOR BIDS # 2060-24
OPTIMIST PARK PLAYGROUND EQUIPMENT

BASE BID

We propose to furnish the following equipment to the City of Sheboygan, colors to be chosen from the Manufacturers Standard colors including basic layouts, all equipment as listed and installation instructions *FOB Sheboygan WI, 53081* with off-load by the City and all site preparation, installation and site finish work provided by City personnel.

Manufacturer	Model	Price
Total Base Bid		

ALTERNATE BID #1

At the sole option of the City, we will provide personnel to off-load the equipment at the site as well as full and complete installation of the equipment by our crews including removal and disposal of shipping packaging with site prep and site finish landscaping to be provided by City personnel.

For this service please add: \$ _____ to the Base Bid above.

ALTERNATE BID # 2

At the sole option of the City, we will provide a representative at the site to supervise/oversee erection and installation of the equipment with the actual work to be performed by City personnel to assure that all equipment is installed in accordance with Manufacturer specifications. The City will be responsible for unpacking, installation and removal of all packaging materials from the site under the oversight of the representative.

For this service please add: \$ _____ to the Base Bid above.

Company Name _____

Address _____ City _____ State _____ Zip _____

Phone _____ Email _____

Signed _____ Date _____

**CONTRACTOR'S INSURANCE WITH BOND AND PROPERTY INSURANCE
REQUIREMENTS**

The Contractor shall not commence work until proof of insurance required has been provided in writing to the applicable department before the contract or purchase order is considered for approval by the City of Sheboygan

It is hereby agreed and understood that the insurance required by the City of Sheboygan is primary and non-contributing coverage and that any insurance or self- insurance maintained by the City of Sheboygan, its officers, council members, agents, employees or authorized volunteers will not contribute to coverage of any loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed and the length of time that is specified, if any, in the contract or listed below whichever is longer.

1. COMMERCIAL GENERAL LIABILITY COVERAGE

A. Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:

- | | | |
|----|--|-------------|
| 1. | Each Occurrence limit | \$1,000,000 |
| 2. | Personal and Advertising Injury limit | \$1,000,000 |
| 3. | General aggregate limit (other than Products–Completed Operations) per project | \$2,000,000 |
| 4. | Products–Completed Operations aggregate | \$2,000,000 |
| 5. | Fire Damage limit — any one fire | \$50,000 |
| 6. | Medical Expense limit — any one person | \$5,000 |
| 7. | Watercraft Liability, (Protection & Indemnity coverage) ”if” the project work includes the use of, or operation of any watercraft, then Watercraft Liability insurance must be in force with a limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage. | |
| 8. | Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work. | |

2. BUSINESS AUTOMOBILE COVERAGE

A. Automobile Liability coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1– “Any Auto” basis.

3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY-as required by Wisconsin State Statute or any Workers Compensation Statutes of a different state. Also, if applicable to the work coverage must include Maritime (Jones Act) or Longshore & Harbor Worker’s Compensation Act coverage.

- A. Must carry coverage for Statutory Workers Compensation and an Employers Liability with limits of:
- (1) \$100,000 Each Accident
 - (2) \$500,000 Disease Policy Limit
 - (3) \$100,000 Disease – Each Employee
- B. Employer’s Liability limits must be sufficient to meet umbrella liability insurance Requirements

4. **UMBRELLA LIABILITY** providing coverage at least as broad as all the underlying liability policies with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$25,000. The umbrella must be primary and non-contributory to any insurance or self-insurance carried by City of Sheboygan
Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work.
5. **AIRCRAFT LIABILITY**, if the project work includes the use of, or operation of any aircraft or helicopter, then Aircraft Liability insurance must be in force with a limit of \$5,000,000 per occurrence for Bodily Injury and Property Damage including Passenger liability and including liability for any slung cargo.
6. **UNMANNED AIRCRAFT LIABILITY** – if the project work includes the use of, or operation of any unmanned aircraft then unmanned aircraft liability insurance must be carried with a limit of \$1,000,000 per occurrence for bodily injury liability, property damage liability and invasion of privacy liability.
7. **PROPERTY INSURANCE COVERAGE (BUILDERS RISK INSURANCE)** to be provided by the contractor, if the exposure exists.
 - A. The “property” insurance amount must be at least equal to the total value of the structure(s), plus or minus any change orders. It must also include value of Engineering or Architect fees, claims preparation costs, and owner furnished equipment.
 - B. Covered property must include property on the project work sites, property in transit, property stored off the project work sites, and any equipment furnished by City of Sheboygan.
 - C. Coverage must be on a **Replacement Cost basis**, with no co-insurance penalties.
 - D. The City of Sheboygan, Consultants, architects, architect consultants, engineers, engineer consultants, contractors, and subcontractors must be added as named insureds to the policy.
 - E. Coverage must be written on a “special form” or “all risk” perils basis. Coverage to include collapse.
 - F. Coverage must include coverage for Water Damage (including but not limited to flood, surface water, hydrostatic pressure) and Earth movement.
 - G. Coverage must be included for Testing and Start up.
 - H. If the exposure exists, coverage must include Boiler & Machinery including mechanical or electrical breakdown coverage.
 - I. Coverage must include Building Ordinance or Law coverage with a limit of at least 5% of the contract amount.
 - J. The policy must cover/allow Partial Utilization by owner.
 - K. Coverage must include a “waiver of subrogation” against any named insureds or additional insureds.
 - L. Contractor will be responsible for all deductibles and coinsurance penalties.
8. **INSTALLATION FLOATER / CONTRACTOR’S EQUIPMENT** - The contractor is responsible for loss and coverage for these exposures. City of Sheboygan will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by

the contractor or its subcontractors. This includes but not limited to property owned, leased, rented, borrowed, or otherwise in the care, custody or control of the contractor or subcontractor of any tier. See additional requirements for subcontractors below.

9. **PROFESSIONAL LIABILITY COVERAGE**-if project includes the use of engineers, architects, or other professionals the below coverage and limits apply.

- A. Limits
 - (1) \$1,000,000 each claim
 - (2) \$1,000,000 annual aggregate
- B. Must comply with claims-made requirements listed below

10. **BOND REQUIREMENTS**

- A. Bid Bond. The contractor will provide to the owner a Bid Bond, which will accompany the bid for the project. The Bid Bond shall be equal to 5 percent of the contract bid.
- B. Payment and Performance Bond. If awarded the contract, the contractor will provide to the owner a Payment and Performance Bond in the amount of the contract price, covering faithful performance of the contract and payment of obligations arising thereunder, as stipulated in bidding requirements, or specifically required in the contract documents on the date of the contract's execution.
- C. Acceptability of Bonding Company. The Bid, Payment and Performance Bonds shall be placed with a bonding company with an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI.

INSURANCE REQUIREMENTS FOR ALL SUBCONTRACTOR(S)

All subcontractors shall be required to obtain the above coverages as applicable. This insurance shall be as broad and with the same limits and coverages (including waivers of subrogation) as those required per Contractor requirements.

APPLICABLE REQUIREMENTS AND PROVISIONS FOR LIABILITY INSURANCE OF CONTRACTORS / SUBCONTRACTORS / SUB-SUB CONTRACTORS

- A. Primary and Non-contributory requirement – all insurance must be primary and non-contributory to any insurance or self-insurance carried by City of Sheboygan
- B. Acceptability of Insurers - Insurance is to be placed with insurers who have an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VII, and who are authorized as an admitted insurance company in the state of Wisconsin.
- C. Additional Insured Requirements – The following must be named as additional insureds on all Liability Policies for liability arising out of project work City Of Sheboygan, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be as broad as ISO form CG 20 10 07 04 and also include Products – Completed Operations additional insured coverage as broad as ISO form CG 20 37 07 04 or their equivalents for a minimum of 3 years after acceptance of work. This does not apply to Workers Compensation or Professional Liability Policies.
- D. Waivers of Subrogation - All contractor and subcontractor liability, workers compensation, and property policies, as required herein, must be endorsed with a waiver of subrogation in favor of the City of Sheboygan, its officers, council members, agents, employees, and authorized volunteers.
- E. Deductibles and Self-Insured Retentions - Any deductible or self-insured retention in the contractor's policy must be declared to the City of Sheboygan and satisfied by the contractor.
- F. Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with the City of Sheboygan a certificate of insurance (Acord Form or equivalent for all coverages) signed by the insurer's representative evidencing the coverage required by this agreement. In addition form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure

must also be provided or its equivalent on the Commercial General Liability coverage.

- G. Limits and Coverage- The insurance requirements under this Agreement shall be the greater of the minimum limits and coverage specified herein, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits. No representation is made that the minimum insurance requirements stated hereinabove are sufficient to cover the obligations of Contractor under this Agreement.
- H. Claims Made Coverage – If any coverage is maintained on a claims-made basis, the following shall apply:
- I. The retroactive date must be shown, and must be before the date of the contract or the beginning of the contract services.
 - II. Insurance must be maintained and evidence of insurance must be provided for a minimum of three years after completion of the contract services.
 - III. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract, Contractor must purchase an extended reporting period for a minimum of three years after completion of the contracted services.
- I. Cancellation/Non-Renewal – No policy of insurance required to be maintained hereunder shall be cancelled, non-renewed, or voided without 30 days prior written notice to City of Sheboygan, except where cancelation is due to the non-payment of premiums, in which event, 10-days prior written notice shall be provided.

Exclusion Search Results 0 Total Results

Filter by:

Keyword (ALL)

"LEE RECREATION, LLC"

Location

Country: USA, City: Cambridge-WI, State / Province: WI

Status

Active

**CITY OF SHEBOYGAN
RESOLUTION 108-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

OCTOBER 21, 2024.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Essential Sewer and Water Services, LLC for the sanitary sewer repair on Oakland Avenue between South 8th Street and South 9th Street.

WHEREAS, the City of Sheboygan has advertised for bids to construct the Oakland Avenue Sewer Repair (the “Project”); and

WHEREAS, the City Engineer has reviewed the bids and determined that the lowest responsive and responsible bid meeting all project specifications was from Essential Sewer and Water Services, LLC in the amount of \$93,437.75.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate city officials are hereby authorized to enter into the attached agreement with Essential Sewer and Water Services, LLC for the construction of the Project.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from Acct. No. 630310-659200 (Wastewater – Equipment Replacement), upon the agreement being fully executed by all parties, to pay for the construction done pursuant to the agreement.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL


_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
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AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Sheboygan (“Owner”) and
Essential Sewer and Water Services, 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: *Oakland Avenue Sanitary Sewer Repair*

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 within 10 working days as provided in Paragraph 4.01 of the General Conditions, but no later than December 20, 2024, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.

4.03 *Milestones*

A. None.

4.04 *Liquidated Damages*

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

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

4.05 *Special Damages*

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

ARTICLE 5 – CONTRACT PRICE

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

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ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

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

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

- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

- b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

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

6.03 Final Payment

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


6.04 Interest

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

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 Contents

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


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- b. Payment bond (together with power of attorney).
- 3. Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
- 4. Drawings as listed in the table of contents of the drawings (copy of list attached and incorporated by reference).
- 5. Addenda (not attached but incorporated by reference)
 - a. None.
- 6. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid consisting of 1 Page.
- 7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed,
 - b. Work Change Directives,
 - c. Change Orders,
 - d. Field Order,
 - e. Task Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

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

8.01 Contractor's Representations

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

PROJECT MAN					
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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 Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the

PROJECT MAN					
CITY OF SHEBOYGAN PUBLIC WORKS	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
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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)

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title: Agreement	
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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:
(Signatures authorized pursuant to Res. ____-24-25)

CONTRACTOR:

City of Sheboygan

Buteyn-Peterson Construction Company

By: _____
(signature)

By: _____
(signature)

Name, Title: Ryan Sorenson, Mayor

Name, Title: _____ (printed)

Date: _____

Date: _____

Attest: _____

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

By: _____
(signature)

Address for giving notices:

Name, Title: Meredith DeBruin, City Clerk

Date: _____

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

Approved by: _____
(signature)


Name, Title: Evan Grossen, Deputy Finance Director/Comptroller

Date: _____

Approved as to form and Execution by: _____
(signature)

Name, Title: Charles C. Adams, City Attorney

Date: _____

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title: Table of Contents	
		Section: 00 01 10	
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Oakland Avenue Sanitary Sewer Repair

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

BID NUMBER: 2496-24

CITY OF SHEBOYGAN DEPARTMENT OF PUBLIC WORKS



OAKLAND AVENUE SANITARY SEWER REPAIR (SOUTH 9TH STREET - SOUTH 8TH STREET) SEPTEMBER 2024

PROJECT LOCATION



NOT TO SCALE

SHEET NO.	DRAWING NO.	DESCRIPTION
1	000 CV	TITLE SHEET
2	001 GN	GENERAL NOTES
3-6	040 D 2-15	CONSTRUCTION DETAILS
7	200 SS 1-6	SANITARY SEWER DETAILS

OAKLAND AVENUE
SANITARY SEWER REPAIR
(SOUTH 9TH STREET - SOUTH 8TH STREET)
TITLE SHEET

CITY OF SHEBOYGAN
PUBLIC WORKS

City of Sheboygan
Department of Public Works
Engineering Division
200 Wisconsin Avenue
Sheboygan, WI 53081
Kevin Jump, PE - City Engineer

Designed By	TJM
Drawn By	TJM
Checked By	KEJ
Plot Date	8/28/2024
Plot No.	2496-24
Project Date	SEPTEMBER 2024
Sheet No.	1
Drawing No.	

Item 10.

Oakland Avenue Sanitary Sewer Repairs (#9337733)
 Owner: Sheboygan WI, City of
 Solicitor: Sheboygan WI, City of
 10/15/2024 10:00 AM CDT

						Essential Sewer and Water	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price2	Extension3
	1	1	Mobilization	LS	1	\$3,000.00	\$3,000.00
	2	2	Traffic Control	LS	1	\$1,200.00	\$1,200.00
	3	3	Construction Staking	LS	1	\$1,500.00	\$1,500.00
	4	4	Removing Pavement	SY	360	\$11.00	\$3,960.00
	5	5	Removing Sanitary Manholes	Each	1	\$580.00	\$580.00
	6	6	Sanitary Manhole 4-ft Diameter	Each	1	\$7,500.00	\$7,500.00
	7	7	Sanitary Manhole Castings	Each	2	\$525.00	\$1,050.00
	8	8	Reconstructing Sanitary Manhole Major	Each	1	\$2,500.00	\$2,500.00
	9	9	Reconstructing Storm Manhole Minor	Each	2	\$1,752.00	\$3,504.00
	10	10	Storm Manhole Castings	Each	2	\$650.00	\$1,300.00
	11	11	Base Aggregate Dense 1 1/4-Inch	Tons	210	\$15.15	\$3,181.50
	12	12	Concrete Pavement (10-Inch +/-)	SY	350	\$88.00	\$30,800.00
	13	13	10-Inch PVC Sanitary Sewer	LF	304	\$76.00	\$23,104.00
	14	14	Reconnect 6-Inch Sanitary Lateral	Each	13	\$625.00	\$8,125.00
	15	15	Inlet Protection	Each	8	\$54.00	\$432.00
	16	16	Rock Bags	Each	10	\$25.00	\$250.00
	17	17	Sawing Concrete	LF	675	\$2.15	\$1,451.25
Total							\$93,437.75

**CITY OF SHEBOYGAN
RESOLUTION 104-24-25
BY ALDERPERSONS DEKKER AND RAMEY.**

OCTOBER 21, 2024.

A RESOLUTION authorizing the appropriate City officials to enter into contract with Correct Digital Displays, Inc. for the purchase and installation of three electronic scoreboards with wireless controls and accessories for the Wildwood Baseball Complex softball diamonds and authorizing a 2024 budget amendment.

WHEREAS, the City of Sheboygan Department of Public Works, Parks and Forestry Division is responsible for infrastructure improvements at the Wildwood Baseball Complex and identified a need to upgrade the scoreboards on the three diamonds dedicated to softball; and

WHEREAS, the replacement of the scoreboards was included in the 2024 Capital Improvements Plan and the City of Sheboygan issued a Request for Bids # 2061-24 for the project; and

WHEREAS, two bids were received in response to the Request for Bids. However, upon review staff identified that the low bid failed to meet the necessary specifications related to the scoreboard size; and

WHEREAS, scoreboard size is critical because the new equipment will be mounted to existing sign mountings, and the scoreboards' locations in relation to the bleacher seating further necessitates a larger scoreboard size to maintain readability; and

WHEREAS, a decision was made to utilize American Rescue Plan Act funding to accomplish this purchase and the bid documents that were issued contained all of the necessary language and provisions so as to comply with the grant requirements including the need for a contract to govern the procurement.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to enter a contract with Correct Digital Displays, Inc. for the purchase and complete installation of three Nevco #1654 scoreboards with wireless controls, including removal and lawful disposal of the existing equipment.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds in the amount of \$35,830.00 from Account No. 202000-641100 (Federal Grants Fund – Improvements Other Than Buildings) for the above purchase utilizing unspent funds from the Wildwood Parking Lot and Kiwanis Park Road ARPA projects and the following 2024 budget amendment:

INCREASE:

Federal Grants Fund – Improvements other than Buildings (Acct. No. 202000-641100)	\$9,842.56
Federal Grants Fund – Federal Grants Other (Acct. No. 202000-433000)	\$9,842.56

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

**AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND
CORRECT DIGITAL DISPLAYS OF SANDWICH, IL FOR THE PURCHASE AND
COMPLETE INSTALLATION OF THREE BASEBALL SCOREBOARDS**

This Agreement (“Agreement”) is made and entered into effective this ____ day of _____, 2024 (the “Effective Date”), by and between the City of Sheboygan (the “City”), a municipal corporation, and Correct Digital Displays (“Contractor”).

WITNESSETH:

WHEREAS, the City owns the baseball facility known as Wildwood Park in the City of Sheboygan, Sheboygan, WI (the “Park”); and

WHEREAS, the City wishes to have three softball scoreboards replaced with new units with wireless controls; and

WHEREAS, the City issued Request for Bids # 2061-24 to obtain bids from qualified providers of the products and services needed to complete the installation and other related work (“Services”); and

WHEREAS, the City has opened the bids, and determined that the bid from Contractor (“Bid”) is the lowest responsive and responsible bid for the Services; and

WHEREAS, a copy of the Bid is attached to this Agreement as **Exhibit 1**; and

WHEREAS, Contractor desires to provide the City with the necessary Services under the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services

The Request for Bids Project is attached to this Contract as **Exhibit 2**. The quantities shown in the Project Manual are based on estimated needs. The City reserves the right to increase or decrease quantities to meet actual needs.

Contractor shall complete the Services necessary to provide and install the boards and equipment on a turnkey basis, to remove and lawfully dispose of the old boards, and to provide end user training on the new equipment in accordance with the Request for Bids. This includes the provision of all necessary labor, equipment, licenses, permits¹, travel expenses, freight, and disposal.

¹ Contractor shall be responsible for obtaining any and all applicable City permits and paying any and all applicable permit fees prior to beginning work. The City does not waive permit fees between departments

Contractor shall provide an itemized material list to the City's Representative. The City will provide a tax-exempt certificate to Contractor for any approved purchase made by Contractor from vendors related to the Services.

Article 2. Standard of Care

Contractor shall be responsible for completing the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The City's Representative shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the City's Representative shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under this Agreement.

Article 3. City's Representative

The City designates Joseph Kerlin, Superintendent of Parks and Forestry as its Representative for purposes of this Agreement. If the City's Representative deems it appropriate, the City's Representatives may consult with other City employees, delegate the responsibility to another employee under his charge or may retain an appropriate outside expert to assist with the management of this Project.

Article 4. Compensation

The City shall pay Contractor for the Services an amount not to exceed \$35,830.00

For avoidance of doubt, this amount shall cover all equipment and accessories, freight, labor, travel, disposal of old equipment and training necessary for a complete turnkey installation of three new baseball scoreboards as proposed in the Contractor's response to the Request for Bids.

Invoices shall be sent via first class mail postage prepaid. Payment will be remitted to Contractor within forty-five (45) days of invoice receipt. Contractor shall submit an invoice to the City on a monthly basis, which shall be based on the percentage of the Services described in Article 1 completed. The invoice shall be sent to:

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

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its Representative prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses. The City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Defective work.
- Evidence indicating the probable filing of claims by other parties against Contractor which may adversely affect the City.
- Failure of Contractor to make payments due to subcontractors, material suppliers, or employees.
- Damage to the City or a third party.

The submission of any request for payment shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

Partial payment made under this Agreement is not evidence of the proper performance by Contractor either in whole or in part, and no payment made by the City shall be construed to be an acceptance of defective or improper work. Acceptance of the work by the City shall occur only upon Final Payment by the City which will occur after Final Acceptance. The Parties recognize that more than 45 days may elapse between the submission of the last invoice and Final Acceptance or Final Payment. The City agrees to make reasonable efforts to schedule its Final Inspection in a timely manner and to process the Final Payment in a timely manner upon Final Acceptance. (For the avoidance of doubt, the warranties and guarantees in this Agreement shall continue to apply even after Final Payment by the City.)

Article 5. Appropriation of Funds

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty. The City agrees that it will make its best effort to obtain sufficient funds for the Agreement to meet its obligations hereunder in full.

Article 6. Performance and Payment Bond

Not Required

Article 7. Schedule

Contractor shall commence work after receiving a Notice to Proceed from the City's Representative. At that point, Contractor shall commence work promptly, and shall continue the prosecution of the Services as quickly as is practicable until the Services are completed.

Contractor shall complete the services by April 1, 2025, or within such extra time as may have been allowed by a mutually agreed extension (the "Deadline"). The City's Representative shall have the authority to consent to a Deadline extension on the City's behalf.

Failure of the Contractor to adhere to the schedule as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.

Article 8. Liquidated Damages

In the event that Contractor does not complete the Services by the Deadline, there shall be deducted from any monies due or that may become due to Contractor, for each and every calendar day that the work remains uncompleted, a sum of One Hundred and 00/100 Dollars (\$100.00) per calendar day. This sum shall be considered and treated not as a penalty but as fixed, agreed, and liquidated damages due the City from Contractor by reason of inconvenience to the public, added cost of supervision, and other items which have caused an expenditure of public funds resulting from his failure to complete the work.

Permitting Contractor to continue and finish the work or any part of same after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way be construed as a waiver on the part of the City of any of its rights under this Agreement.

Article 9. Workmanship and Quality of Materials

Contractor's Warranty for the Services is set forth in the Project Manual.

All material shall be new, newest model year, and free from defects. Items that are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval of the City's Representative.

Whenever, in any document, an article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal" or the term "the equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting competition. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to all contractual requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the City's Representative. The approval by the City's Representative of alternate material or equipment as being equivalent to that specified shall not in any way relieve Contractor of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the contract documents. The City's Representative shall be the sole and final judge of equivalency.

Article 10. Safety Requirements

All materials, equipment, and supplies provided to the City must fully comply with all safety requirements set forth under state and federal law, including all applicable OSHA Standards.

Contractor shall be responsible for the safety of its employees at all times and shall provide all equipment necessary to ensure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state, or local.

Contractor's Superintendent of Safety shall make daily inspections upon the arrival to and departure from the site at the close of each workday.

Article 11. Access to Records and Construction Site

Contractor will retain, and will require its approved subcontractors to retain, complete and readily accessible records related in whole or in part to this Agreement, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

Contractor will comply with the record retention requirements in 2 C.F.R. § 200.333. Contractor shall maintain all books, records, accounts, and reports required under this Agreement for a period of not less than seven (7) years after receipt of Final Payment under the Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case records shall be maintained until the disposition of all such litigation, appeals, claims, or exceptions related thereto.

Contractor shall provide sufficient access to the U.S. Comptroller General, the City, and the contractors of those entities to inspect and audit records and information related to performance of this Agreement as reasonably may be required.

Contractor shall permit the U.S. Comptroller General, the City, and the contractors of those entities access to the sites of performance under this Agreement as reasonably may be required.

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records related to the contract, and that the failure to do so shall constitute a material breach of the contract, and that Contractor must defend and hold the City harmless from liability under that law.

Article 12. Termination

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Contractor. The City's Representative shall have the authority to provide this written notice. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services.

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, ten (10) days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative the City may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Contractor) shall be less than the sum which would have been payable under the Agreement if it had been completed by Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Contractor will be liable and shall pay to the City the amount of

said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its surety for failure to complete the work in the time specified.

For the avoidance of doubt, the specific remedies identified in this Article 12 are not exclusive. In other words, the City may pursue any remedy in law or equity in the event that Contractor defaults under this Agreement.

Article 13. Default

If Contractor breaches this Agreement or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment and materials to ensure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by City.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as has been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, Contractor breaches this Agreement or fails to carry on the work in an acceptable manner.

The City shall send Contractor a written notice of default. If Contractor, within a period of ten (10) days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of Contractor, as set forth in this Agreement.

Article 14. Identity of Contractor

Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City. The City's Representative shall have the ability to provide this written permission. The City reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 15. Independent Contractor Status

During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.

Article 16. Indemnification

Contractor is responsible to the City for the acts and omissions of its employees, subcontractors, and any other persons performing any of the work under a contract with Contractor.

As such, to the extent permitted by law, Contractor shall defend and hold the City—including its Officials, Agents, and Employees—harmless from all liability, including, but not limited to, losses, damages, costs, attorney’s fees, expenses, causes of action, claims, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

Contractor shall reimburse the City for any costs, expenses, judgments, and attorney’s fees paid or incurred, by or on behalf of the City, its Officials, Agents, or Employees, or paid for on behalf of the City, its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

For the avoidance of doubt, Contractor shall further hold the City, its Officials, Agents, and Employees harmless from liability or claims for any injuries to or death of Contractor’s employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the contractor or subcontractor for any payments under any worker’s compensation law or any expenses of or any payments made by any worker’s compensation insurance carrier on behalf of said contractor or sub-contractor, and the contractor shall hold the City harmless from any costs, expenses, judgments, and attorney’s fees with respect to any above referenced workers’ compensation claims incurred or paid by the City or paid on its behalf or on behalf of its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

Article 17. Insurance

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Contractor shall not allow any approved subcontractor to commence work on its subcontract until the subcontractor has obtained all insurance required under this Article.

During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the City’s Representative listing the City of Sheboygan as an additional insured:

Please Refer to Contract **Exhibit # 3** for specific insurance Information

Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor’s provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City the required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

Article 18. Conflict of Interest

Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 19. Waiver

No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 20. Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 21. Assignment

Neither the City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party.

Article 22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

Article 23. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

Article 24. Non-Discrimination and Equal Opportunity

In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, disability, developmental disability (as defined in Wis. Stat. 51.01(5)), sexual orientation (as defined in Wis. Stat. 111.32(13m)), gender identity, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor further agrees to take affirmative action to ensure equal employment opportunities, including complying with all applicable equal employment opportunity requirements of U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal

Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and Executive Order No. 11246, “Equal Employment Opportunity in Federal Employment,” September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Article 25. Compliance with Laws

In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations.

The City reserves the right to cancel this Agreement if Contractor fails to follow the requirements of Wis. Stat. 77.66 and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Agreement with any state or federally debarred contractor.

Contractor shall have any and all licenses and permits required to perform the work specified, and shall furnish proof of such licensing authorization and permits upon request.

Article 26. Notices

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City:

Contractor:

City Clerk	Correct Digital Displays
City of Sheboygan	700 West Center Street
828 Center Ave.	Sandwich, IL 60548
Sheboygan, Wisconsin 53083	

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Contractor.

Article 27. Intent to be Bound

The City and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 28. Force Majeure

Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

Article 29. Integration and Modification

This Agreement may be modified only by a written amendment signed by both parties hereto.

This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if fully set out herein:

1. This Agreement and its Exhibits
2. Any Written Amendment to the Agreement which may be delivered or issued after the Effective Date of the Agreement (including Change Orders)
3. The Request for Bids (including all attachments)
4. All Addenda to the Request for Bids
5. All Other Submittals by Contractor
6. The Performance and Payment Bonds

(collectively “the Contract”).

This Contract is the entire and integrated agreement between the City and Contractor regarding the subject matter of this Contract. It supersedes all prior and contemporaneous communications, representations and agreements that are not part of this Contract.

In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, the document expressing the greater quantity, quality, or other scope of work in question, or imposing the greater obligation upon Contractor and affording the greater right or remedy to the City shall govern. Otherwise, the documents shall be given precedence in the order set forth above.

Article 30. Non-Collusion

Contractor is certifying, under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in its bid were arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any other matter relating to such prices with any other bidder, or with any other competitor.
2. The prices quoted in its bid were not knowingly disclosed—directly or indirectly—by the bidder prior to bid opening.
3. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a bid for the purpose of restricting competition.

Article 32. Other Provisions

1. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

2. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City's Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City's Representative.
3. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.
4. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.
5. Definitions.
 - a. Final Acceptance: The event that occurs when Contractor issues to the City or the City issues to Contractor a written statement that Contractor has completed all Punch List items, has made all necessary submittals to the City, and has satisfied all of its obligations under the Agreement.
 - b. Final Inspection: The inspection conducted by the City to determine what work must still be completed by Contractor in order for Completion of the Services to occur. After the Final Inspection, the City shall provide Contractor with a Punch List that Contractor must complete in order for Completion of the Services to occur.
 - c. Final Payment: Payment by the City to Contractor after Completion of the Services the result of which is Contractor receiving all payments due under the terms of the Agreement for performing and completing the Services.
6. Eligibility: Please see Contract **Exhibit # 4** as certification for Federal Eligibility

Article 33 Federal Provisions

CITY OF SHEBOYGAN

TERMS AND CONDITIONS FOR ALL CONTRACTS FUNDED WITH FEDERAL GRANTS SUBJECT TO THE UNIFORM GUIDANCE

In the event of a conflict between the below terms and conditions and the terms of the main body of the Contract or any exhibit or appendix, these federally required contract terms shall govern.

1. Amendment Permitted. This list of Federally Required Contract terms may be amended by CITY in the event that the applicable federal grant providing funding for this Contract contains additional required terms.
2. Debarment and Suspension. Contractor represents and warrants that, as of the execution of this Contract, neither Contractor nor any subcontractor or sub-consultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during Contract's term Contractor or any subcontractor or sub-consultant performing work at any tier is included on the federally debarred bidder's list, Contractor shall notify CITY immediately. Contractor's completed Vendor Debarment Certification is attached hereto and incorporated herein.
3. Record Retention. Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR 5 200.333. Contractor further certifies that it will retain all records as required by 2 CFR 5 200.333 for a period of five (5) years after it receives CITY notice that CITY has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Unless Contractor is functioning as a sub-recipient of grant funding, rather than as a contractor, this requirement is in addition to, and not in place of, CITY's public records retention requirements set forth elsewhere herein. In the event of conflict between local and federal retention periods, the longer retention requirement shall control.
4. Procurement of Recovered Materials (Applies Only if the Work Involves the use of Materials). Pursuant to 2 CFR 5200.323, Contractor represents and warrants that in its performance under the Contract, Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as

amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

5. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C.

1251-1387), as Amended. If this is a contract or sub-grant in excess of \$150,000, Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations must be reported to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

6. Energy Efficiency. Contractor certifies that it will comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

7. Anti-Lobbying Restrictions (31 U.S.C. 1352). Contractor certifies that:

7.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.

7.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor shall request from CITY and provide, completed, to CITY the "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

7.3. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts

under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

7.4. Contractor's completed Anti-Lobbying Certification is attached hereto and incorporated herein.

8. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (Applies Only to Funding Over \$100,000, When Laborers or Mechanics are Used). Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. Right to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

10. Federal Government is Not a Party. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to CITY, Contractor, or any other party pertaining to any matter resulting from the Contract.

11. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). If this is a "prime construction contract," in its performance under the Contract, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor is required to pay wages not less than once a week.

12. Copeland "Anti-Kickback" Act (40 U.S.C. 3145). If this is a "prime construction contract" in excess of \$2,000, Contractor shall, in its performance of the contract, comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29

CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

13. Equal Employment Opportunity. Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

14. Termination for Convenience. If this Contract is for an amount in excess of \$10,000 and it lacks a termination for convenience clause, the following applies: CITY may terminate this Contract at any time for any reason by giving at least thirty (30) days' notice in writing from CITY to Contractor. If Contractor is terminated for convenience by CITY, Contractor will be paid for services actually performed or commodity actually provided.

15. Termination for Cause. If this Contract is for an amount in excess of \$10,000 and it lacks a termination for cause clause, the following applies: If Contractor shall fail to fulfill in timely and proper manner any of its obligations or violate any of the provisions of this Contract; CITY shall have the right to terminate this Contract. CITY shall notify Contractor of its intent to terminate, by giving Contractor prior written notice at least five (5) business days before the effective date of the termination, identifying the alleged deficiencies in Contractor's performance, and shall give Contractor thirty (30) days to cure such deficiencies prior to termination. In such event, all deliverables completed by Contractor as of the date of termination shall, at the option of CITY, become property of CITY. Notwithstanding the above, Contractor shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of the Contract, and CITY shall retain its remedies under law.

16. Executive Order 13202- Preservation of Open Competition and Government Neutrality Towards Contractors' Labor Relations on Federal and Federally Funded Construction Contracts. These requirements apply to recipients and sub-recipients of awards and cooperative agreements and to any manager of a construction project acting on their behalf. These individuals or employees of one of these organizations must ensure that the bid specifications, project agreements, and other controlling documents do not: (a) require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or (b) otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories, or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s). Contractors or subcontractors are not prohibited from voluntarily entering into agreements with one or more labor organizations.

17. Domestic Preferences for Procurements. Pursuant to 2 CFR 5200.322, as appropriate, and to the extent consistent with law, Contractor should, to the greatest extent practicable under this Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products under this Contract.

18. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Contractor shall not use funds under this Contract to purchase, or enter into subcontracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 CFR 5 200.216 (generally, video surveillance or telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, their subsidiaries or affiliates, or any entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by the government of a foreign country). In the event Contractor identifies covered telecommunications equipment or services that constitute a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 CFR 5 200.216, during Contract performance, Contractor shall alert CITY as soon as possible and shall provide information on any measures taken to prevent recurrence.

19. Prohibitions on Discrimination. Contractor agrees to comply with the following as applicable:

19.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C 55 2000d et seq.) and Treasury's implementing regulations at 31C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

19.2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C.55 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

19.3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 5 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

19.4. The Age Discrimination Act of 1975, as amended (42 U.S.C. 55 6101 et seq.), and Treasury's implementing regulations at 31C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

19.5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 55 12101 et seq.), which prohibits discrimination on the basis of disability under programs,

activities, and services provided or made available by state or local governments or instrumentalities or agencies thereto.

20. Financial and Program Management As subrecipient of federal funds, Contractor is required to comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Contract and subject to such exceptions as may be otherwise provided by Treasury.

20.1. Financial Management: Contractor shall maintain records and financial documents sufficient to show compliance with section 603(c) of ARPA, Treasury's regulations implementing that section, and guidance issued by Treasury. Contractor shall grant the Treasury Office of Inspector General and the Government Accountability Office or their authorized representatives, the right of access to these records in order to conduct audits or other investigations. Financial records, supporting documents, statistical records and all other records pertinent to the services purchased pursuant to this Contract shall be retained for a period of five (5) years after all of the CITY's funds have been expended or returned to the Treasury Department, whichever is later.

20.2. Audit Requirements. Contractor agrees to provide all reports requested by the CITY including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) or upon request. Contractors who expend more than \$750,000 in federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F.

20.3. Recipient Integrity and Performance Matters. Contractor agrees to provide any information requested by the CITY in order to comply with 2 CFR Appendix XII to Part 200

20.4. SAM.gov Requirements. Contractor is required to comply with 2 CFR Part 25 (System for Award Management ("SAM")) and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information) unless exempted pursuant to 2 CFR 5 25.110.

21. Drug-Free Workplace. Contractor acknowledges that as a subrecipient of federal funds, it is subject to 31 CFR Part 20 (Governmentwide Requirements for Drug-Free Workplace)

22. Relocation Assistance. Where an agreement or project requires the relocation of persons or such person's personal property, Contractor is advised that 42 USC 4601-4655 (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970) may apply.

23. Local, Small, Minority-Owned and/or Women-Owned Businesses. The federal regulations require that every effort is made to assure that minority firms, women’s business enterprises and labor surplus area firms are used when possible (24 CFR85.36(e)). Affirming steps include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- E. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps to select such firms.

24. Section 3. The federal regulations required that economic opportunities generated by federally assisted projects, be to the greatest extent possible, to low-and very low-income persons, particularly those who are recipients of government assistance for housing (24 CFR 570.607(b)).

25. Build America, Buy America (BABA) Act Requirements. The Build America, Buy America (BABA) Act, 41 USC § 8301 note, was enacted in the Infrastructure Investment and Jobs Act on November 15, 2021. The BABA Act requires that products purchased in connection with infrastructure projects funded by Federal financial assistance (FFA) programs must be produced in the United States (U.S.). This requirement is known as the “Buy America Preference (BAP)” (or “domestic procurement requirement”). The purpose of the BABA Act is to stimulate private sector investments in American manufacturing, bolster critical American supply chains, and support the creation of jobs so that America’s workers and firms can compete and lead globally.

The prime contractor and all subcontractors (all tiers) must comply with the requirements of the BABA Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, as applicable to the Community Development Block Grant (CDBG) infrastructure project. Pursuant to the U.S. Department of Housing and Urban Development’s (HUD’s) notice, “Public Interest Phased Implementation Waiver for FY2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance” ([88 FR 17001](#)), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

All iron and steel materials purchased for a CDBG infrastructure project must be produced in the U.S. unless the project or purchase qualifies for a waiver or exemption. The contractor must maintain records that verify compliance with the BAP requirement for iron and steel materials and provide

them to the CDBG Grantee/unit of general local government (UGLG), State of Wisconsin Department of Administration Division of Energy, Housing and Community Resources (DOA-DEHCR), HUD, and/or other regulating entities upon request. Infrastructure projects awarded CDBG funds from DOA-DEHCR in or after 2023 are subject the BAP requirements for iron and steel. General waivers and project-specific waiver categories are specified in [88 FR 17001](#). A contractor seeking a project-specific waiver must demonstrate the criteria for one or more of the project-specific waiver categories are met and must contact the CDBG Grantee/UGLG for further guidance. The Grantee/UGLG is to consult with DEHCR. A waiver requires approval by DEHCR and HUD.

Additional information is provided on the HUD BABA website at: https://www.hud.gov/program_offices/general_counsel/baba.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF SHEBOYGAN, WISCONSIN

CONTRACTOR

BY: _____
Ryan Sorenson , Mayor

BY: _____

ATTEST: _____
Meredith DeBruin, City Clerk

ATTEST: _____

DATE: _____

DATE: _____

REQUEST FOR BIDS
CITY OF SHEBOYGAN



PURCHASE AND INSTALLATION OF (3)
BASEBALL SCOREBOARDS AND
CONTROLS

This Project is being funded through a grant From the United States Government utilizing funds provided through the American Rescue Plan Act-State and Local Fiscal Recovery Fund (ARPA-SLFRF) adopted in March of 2021

To be published in The Sheboygan Press on Friday September 6, 2024 and Friday September 13, 2024

CITY OF SHEBOYGAN
REQUEST FOR BIDS
PURCHASE AND INSTALLATION OF (3) BASEBALL
SCOREBOARDS AND CONTROLS

The City of Sheboygan is soliciting bids for furnishing and installation of (3) Baseball/Softball Scoreboards with controls to replace current equipment at Wildwood Athletic Complex in Sheboygan, WI. The project will be completed on a turnkey basis and include user training on the new equipment.

This project is being funded through ARPA-SLFRF (The American Rescue Plan Act-State and Local Fiscal Recovery Fund).

In order to be considered, Bids, on forms included with the bid documents must be received no later than 1:00 PM on Tuesday September 24, 2024

The awarded bidder will be required to furnish the City of Sheboygan with a Certificate of Insurance naming the City of Sheboygan as additionally insured, Details are in the bid documents.

Interested parties may obtain specifications and bidding documents by contacting the purchasing agent at (920) 459-3469 or via email Bernard.rammer@sheboyganwi.gov

Attention of bidders is also called to the fact that the successful bidder must insure that employees and applicants for employment are not discriminated against because of race, color, sex, religion or national origin. Federal requirements for equal opportunity (Executive Order 11246, Segregated Facilities section 3 and section 109 and the conditions of employment and wage rates to be paid under the contract.

All proposals received become the property of The City of Sheboygan and must remain in effect not less than sixty (60) days beyond the proposal submission deadline. Proposals submitted may be withdrawn up and until the proposal deadline.

This project is being funded through the American Rescue Plan Act-State and Local Fiscal Recovery Fund (ARPA-SLRSF)

The City of Sheboygan reserves the right to reject any proposals received, cancel this solicitation, waive any informality associated with the proposal process and award the contract deemed to be in the best interest of the City.

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1 NOTICE TO PROPOSERS

1.1 Summary

The City of Sheboygan owns a Softball complex known as Wildwood Athletic Park. The complex includes three softball diamonds on the south side of New Jersey Avenue and a Hardball Diamond to the North of New Jersey Avenue. which is home of The Sheboygan A's.

The three Softball Diamonds currently have electric scoreboards that need replacement and the City of Sheboygan is seeking bids to accomplish that goal,

Management of the parks including baseball operations, concessions, scheduling of games and turf maintenance is handled on a contract basis with the two organizations. Maintenance of the park infrastructure is the responsibility of the City under the agreements with the two organizations.

The City of Sheboygan ("City") is soliciting Bids from qualified vendors for the purchase and complete installation of three new electric scoreboards with associated controls to replace the current boards which have exceeded their projected useful life-span. The desired scoreboards will be replaced on a one-for one basis with units of a similar size but will have updated control systems as well as feature LED lighting. Vendors submitting Bids ("Bidders") are required to read this Request for Bids ("RFB") in its entirety and follow the instructions contained herein.

1.2 Important Dates

Deliver Proposals no later than the due time and date indicated below. The City will reject late Proposals:

Issue Date: September 4, 2024
Questions Due: September 18,2024
Proposals Due: 1:00 pm on September 24, 2024

1.3 Format

Submit Proposals in pdf format via electronic mail to: Bernard.rammer@sheboyganwi.gov

1.4 Labeling

All proposals must be clearly labeled in the subject Line:

Request for Bids for the Purchase and Install of (3) Baseball Scoreboards and Controls

1.5 Appendix A: Standard Terms & Conditions

Proposers are responsible for reviewing this attachment prior to submission of their Proposals. County of Sheboygan Standard Terms and Conditions are the minimum requirements for the submission of Proposals.

Appendix B: Federal Terms and Conditions

Proposers are responsible for reviewing this attachment prior submission of their Proposals. Federal Terms and Conditions are the minimum requirements for the submission of Proposals.

Should there be a conflict between local Terms and Conditions and Federal Terms and Conditions

The Federal Terms and Conditions shall prevail.

1.6 Multiple Bids

Multiple Bids (Alternates) from Proposers are permitted; however, each must fully conform to the requirements for submission. Proposers must sequentially label (e.g., Bid # 1, Bid #2) and separately submit each Proposal. Proposers may submit alternate pricing schemes without having to submit multiple Proposals.

1.7 City of Sheboygan Contact Information

The City of Sheboygan Purchasing Agent:
 Bernard Rammer
 828 Center Avenue
 Sheboygan WI 53081
 (920)459-3469
 Bernard.rammer@sheboyganwi.gov

1.8 Inquiries, Clarifications, and Exceptions

Proposers are to raise any questions they have about the Bid document without delay. Direct all questions, *in writing*, to the Purchasing Agent via U.S Mail or electronic mail.

Proposers finding any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this document shall immediately notify the Buyer and request clarification. In the event that it is necessary to provide additional clarification or revision to the Bid, the City will send addenda to all bidders of record– see 1.11 below.

Proposals should be as responsive as possible to the provisions stated herein. A prospective vendor may take “exception” to bid terms, conditions, specifications and dates stated within the bid package, however, the City of Sheboygan reserves the right to disqualify any and all bids submitted which include exceptions, if deemed not in the City’s best interests.

1.8.1 Addenda

In the event that it is necessary to provide additional clarification or revision to the Bid, the City will issue addenda to **all** bidders of record. It is the Proposers responsibility to **register their Email** address with the Purchasing Agent (Bernard.rammer@sheboyganwi.gov) in order to receive the addenda. Proposers must acknowledge the receipt of any addenda on Form B. Failure to register or retrieve addenda and include their provisions may result in disqualification. Addenda to be distributed will include any questions received and answers to same.

1.9 Acceptance/Rejection of Proposals

The City reserves the right to accept or reject any or all proposals submitted, in whole or in part, and to waive any informalities or technicalities, which at the City’s discretion is determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any proposer responding to this request. The City expressly reserves the right to reject any and all

proposals responding to this invitation without indicating any reasons for such rejection(s).

The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.

1.9.1 Withdrawal or Revision of Proposals

Proposers may, without prejudice, withdraw Proposals submitted prior to the date and time specified for receipt of Proposals by requesting such withdrawal before the due time and date of the submission of Proposals. After the due date of submission of Proposals, no Proposals may be withdrawn for a period of 90 days or as otherwise specified or provided by law. Proposers may modify their Proposals at any time prior to opening of Proposals.

1.92 Non-Material and Material Variances

The City reserves the right to waive or permit cure of nonmaterial variances in the offer if, in the judgment of the City, it is in the City’s best interest to do so. The determination of materiality is in the sole discretion of the City.

1.93 Public Records

Proposers are hereby notified that all information submitted in response to this RFP may be made available for public inspection according to the Public Records Law of the State of Wisconsin or other applicable public record laws. Information qualifying as a “trade secret” as defined in State of Wisconsin Statutes and identified as same by the Proposer may be held confidential.

Proposers shall clearly identify all information they deem to be “trade secrets,” as defined in the State of Wisconsin Statutes. Do not duplicate or co-mingle information, deemed confidential and identified, elsewhere in your response.

S. 19.36(5)

(5) TRADE SECRETS. An authority may withhold access to any record or portion of a record containing information qualifying as a trade secret as defined in s. 134.90(1)(c).

s. 134.90(1)(c)

(c) “Trade secret” means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

- 1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
- 2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

The City cannot ensure that information will not be subject to release if a request is made under applicable public records laws. The City cannot consider the following confidential: a bid in its entirety, price bid information, or the entire contents of any resulting contract. The City will not provide advance notice to Proposers prior to release of any requested record.

To the extent permitted by such laws, it is the intention of the City to withhold the contents of Proposals from public view until such times as competitive or bargaining reasons no longer require non-

disclosure, in the City’s opinion. At that time, all Proposals will be available for review in accordance with such laws.

1.94 Tax Exempt

The City of Sheboygan as a municipality is exempt from payment of federal excise taxes and State of Wisconsin taxes per Wisconsin statute 77.54(9a). Federal Tax ID #39-6005599. A completed Wisconsin Department of Revenue Form S-211 can be furnished.

1.95 Proposers Responsibility

Proposers shall examine this RFB and shall exercise their judgment as to the nature and scope of the work required. No plea of ignorance concerning conditions or difficulties that exist or may hereafter arise in the execution of the work under the resulting contract, as a consequence of failure to make necessary examinations and investigations, shall be accepted as an excuse for any failure or omission on the part of the Proposers to fulfill the requirements of the resulting contract.

2 DESCRIPTION OF PRODUCTS

2.1 Introduction

The City of Sheboygan is accepting proposals from qualified vendors for the provision and complete installation of (3) Baseball Scoreboards and related controls to replace existing equipment on a one for one basis.

2.2 Goals

The goal of this solicitation and any subsequent agreement is to enter into contract with a firm experienced and qualified in the provision and installation of baseball scoring boards. The City wishes to replace the current boards with new units featuring updated controls, efficient lighting technology and designed to have a long, dependable lifespan when mounted outdoors in a cold-weather climate.

2.3 Term

The contract between the parties will include provision and installation of necessary hardware , complete, turn-key installation, on-site in-person training of the use of the system and final testing and provisioning. Support and service for a minimum of one year following go live will also be included.

2.4 Installation

Complete turn-key installation of the system is to be included.

2.5 Subcontracting

The firm submitting a proposal should clearly identify information regarding any sub-contractors it intends to utilize in the performance of the contract.

2.6 Warranty

Bidders should include a full explanation of the warranty associated with the

equipment proposed.

The information should also include any extended warranties available after the initial warranty period at additional cost including those associated with software support or software upgrades that are recommended to assure the system continues to operate flawlessly into the foreseeable future.

2.7 Existing systems

The current scoreboards have exceeded their expected useful life. One of the three has completely ceased to operate with the remaining two the source of operational issues. The current boards are controlled via a wired controller and it is thought the buried wire control connection has sustained damage.

The current boards are powered by 120 Volt AC power and this is believed to be in good Condition and suitable for continued usage with the new equipment

3. DETAILED SPECIFICATIONS

3.1 Acceptable Manufacturers

The City has selected as its basis of design a product by Nevco Manufacturing. The City has previous favorable experience with this manufacturer and has found these products to be both durable and dependable.

Other Manufacturers product offerings are certainly welcome as long as they offer the same level of quality, durability, dependability and warranty.

The acceptance of a solution will be at the discretion of the City. There is a strong preference for solutions that have been proven to be both functional and cost effective in an outdoor environment.

3.2 New Materials

All equipment quoted by vendor shall be new. The solution requests that the Vendors propose a completely new solution that balances cost, performance, and technology. Solutions using equipment that has either reached or an announcement has been made for End-of-Life, End-of- Support, or End-of-Sales will not be entertained.

4 HARDWARE SPECIFICATIONS AND INSTALLATION

4.1 Scoreboard Basis of Design

The desired Basis of Design shall be an Outdoor rated Nevco Model 1654 equipped with a MPCX2 wireless Control Package.

- Size: 14' x5' x8" Aluminum Housing
- Digit Size: 18" / 14"
- Digit Color: White
- Wind load resistance up to 180 mph
- Wireless Operation

- Housing Color to be Royal Blue with white stripe or approved equal.
- Energy efficient LED's
- Gasketed Digits to prevent weather infiltration
- HOME,GUESTS,PERIOD,BALL,STRIKE,OUT,H,E shall be white 10" High Letters
- Built in horn
- Flush Mount
- Timing and Team scores shall be 18" LED
- Ability to choose a separate color for Timing and a different one for Team scores
- Inning/Period shall be 14" in choice of colors
- Time of Day: Not required unless standard
- Pitch Count: Not required unless standard
- Pitch timer: not required unless standard
- Horn shall be an automatic two second blast when time reaches zero or operated manually
- Indicators: 3" Height with Three for Ball, Two for Strike, Two for Out, one for Hit, One for error
- City May chose from array of Standard Colors offered by Manufacturer
- HOME Score needs to be on the Right Side and GUEST Score on the Left Side.

4.11 Wireless Controls

- Each Board shall come with two (2) Wireless Control Consoles (MPCX2)or approved equal
- A padded Carry Case/Storage Case Shall be included (single or dual capacity).
- An integrated wireless receiver shall be mounted inside of the scoreboard enclosure and shall be rated for outdoor use
- Each Controller shall be programmed to the specific board to eliminate possibility of interference with other boards on the property

4.12 Mountings

The existing mounting poles are in good condition and the scoreboards to be replaced are of a similar size to those in the basis of design.

4.13 Specification Sheets

The Vendor must provide specification sheets for all products proposed . All specification sheets must be submitted in an electronic form (PDF, XPS, or DOCX).

4.14 Installation

The Vendor must offer Complete, Turn Key Installation.

- The existing Boards are located along the outfield fence lines
- Access to the boards by lifting equipment should not require traversing the infield/outfield
With the exception of Softball Field # 3
- Any damage to Landscaping elements caused by lifting equipment is to be restored by the

installation contractor to a condition similar to that before the work occurred.

4.15 Electrical Power

The Current Boards are supplied with 120v AC electrical power. The replacement boards should match this. In addition:

- 120v AC
- 1.3 Amps
- 50/60 Hz
- Earth Ground
- Must feature isolation circuitry to guard against lightning Strikes.

4.16 Standards

All equipment proposed shall meet or exceed the following standards

- UL/CUL Listed
- FCC
- CE

4.17 Delivery and Installation

Bids shall include Delivery to the site and full, Turnkey Installation including:

- Off-loading
- Removal and disposal of Packaging
- Labor and machinery to safely lift boards onto their final mountings
- Any modifications necessary to properly and securely affix or mount the boards.
- Connections to electrical service including materials and labor.
- Testing of equipment to assure all functionality is correct
- Training of staff in the proper operation of the boards and wireless controls.

4.18 Removal of Existing Boards

The Contractor shall be responsible for:

- Disconnection of electrical power
- Disconnection and termination of obsolete control wiring
- Removal of Board from mountings and lowering to grade
- Disposal of existing boards in a lawful manner

4.19 Other Costs

If any costs are associated with your proposed services that have not been identified in prior sections, they must be detailed in the cost proposal. Any such charges will be clearly identified and all non-recurring and monthly costs provided.

4.20 Wage Rates

Prevailing Wage Rates are Not Required

5.0 Firm and Background Information

5.1 [References, Performance, Litigations](#)

- A) Provide a list of governmental organizations/municipalities and/or clients with whom your firm has done similar business and/or has had similar contracts in size and scope within the last 5 years. Be specific and include the information in [RFP Form G](#).
- B) [Disclosure of Contract Failures, Litigations](#)

Disclose any alleged significant prior or ongoing product failures, contract breaches, any civil or criminal litigation or investigation pending which involves the firm or in which the firm or members thereof has been judged guilty of liable or which may affect the performance of the services to be rendered herein, in which the Firm, any of its employees, subcontractors, or sub consultants is or has been involved in within the last three (3) years.

6.0 INSURANCE AND BONDING

See Attached for Bonding and Insurance Requirements

Form A: Signature and Non-Collusion Affidavit
RFP: Purchase and Installation of (3) Baseball Scoreboards

This form must be returned with your response.

In signing Proposals, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise take any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit Proposals, that Proposals have been independently arrived at, without collusion with any other Proposers, competitor or potential competitor; that Proposals have not been knowingly disclosed prior to the opening of Proposals to any other Proposers or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this Proposals, hereby agrees with all the terms, conditions, and specifications required by the county in this Request for Proposals, declares that the attached Proposals and pricing are in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

Proposers shall provide the information requested below. Include the legal name of the Proposers and signature of the person(s) legally authorized to bind the Proposers to a contract.

COMPANY NAME

SIGNATURE

DATE

PRINT NAME OF PERSON SIGNING

Form B: Receipt of Forms and Submittal Checklist RFP:
Purchase and Installation of (3) Baseball Scoreboards

This form must be returned with your response.

Proposers hereby acknowledge the receipt and/or submittal of the following forms:

Forms	Initial to Acknowledge RECEIPT
Form A: Signature Affidavit	
Form B: Receipt of Forms and Submittal Checklist	
Form C: Vendor Profile	
Form D: Cost Proposal	
Form E. References	
Appendix A: Standard Terms and Conditions	
Appendix B: Federal Terms and Conditions	
Appendix C: Basis of Design	

COMPANY NAME

SIGNATURE

Form C: Vendor Profile

RFB: Purchase and Installation of (3) Baseball Scoreboards

COMPANY INFORMATION

This form must be returned with your response.

COMPANY NAME (Make sure to use your complete, legal company name.)			
FEIN		(If FEIN is not applicable, SSN collected upon award)	
CONTACT NAME (Able to answer questions about proposal.)		TITLE	
TELEPHONE NUMBER		FAX NUMBER	
EMAIL			
ADDRESS	COUNTY	STATE	ZIP

ORDERS/BILLING CONTACT

Address where County purchase orders/contracts are to be mailed and person the department contacts concerning orders and billing.

CONTACT NAME		TITLE	
TELEPHONE NUMBER		FAX NUMBER	
EMAIL			
ADDRESS	COUNTY	STATE	ZIP

Form D: Cost Proposal

RFB: Purchase and Installation of (3) Baseball Scoreboards

This form must be returned with your response.

We propose to provide and install (3) Baseball Scoreboards and related controls to the City of Sheboygan as follows:

Board Manufacturer Name _____

Board Manufacturer Model _____

TOTAL cost of (3) Scoreboards and Controls to meet or exceed the specifications and including full turn-key installation, training and removal and disposal of the existing scoreboard equipment.

\$ _____

_____ Thousand _____ Hundred _____ Dollars

and _____ Cents

We Acknowledge Receipt of the following Addenda

#1 DATED _____

#2 DATED _____

#3 DATED _____

Further, based upon current lead times and production schedules in effect at the time of this writing we would Anticipate commencement of project activities to begin within _____ WEEKS following execution of the contract between the parties.

COMPANY NAME

SIGNATURE

DATE

PLEASE INCLUDE MANUFACTURER CUT SHEETS FOR PROPOSED SCOREBOARDS, CONTROL MODULES AND CONTROL STORAGE CASES

Form E: **References**

RFP: Purchase and Installation of (3) Baseball Scoreboards

This form must be returned with your response.

REFERENCE #1 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	COUNTY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
Manufacturer & Model	Delivery date		
Notes			

REFERENCE #2 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	COUNTY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
Manufacturer & Model	Delivery Date		
Notes			

REFERENCE #3 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	COUNTY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
Manufacturer & Model	Delivery Date		
Notes			

STANDARD TERMS AND CONDITIONS
(Request for Bids/Proposals/Contracts)
City of Sheboygan Purchasing

APPLICABILITY: The terms and conditions set forth in this document apply to Requests for Proposals (RFP), Bids and all other transactions whereby the City of Sheboygan acquires goods or services, or both.

ENTIRE AGREEMENT: These Standard Terms and Conditions shall apply to any contract, including any purchase order, awarded as a result of this request. Special requirements of a resulting contract may also apply. Said written contract with referenced parts and attachments shall constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the City.

DEFINITIONS: As used herein, "vendor" includes a provider of goods or services, or both, who is responding to an RFP or a bid, and "bid" includes a response to either an RFP or a bid.

SPECIFICATIONS: The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. City of Sheboygan shall be the sole judge of equivalency. Vendors are cautioned to avoid proposing alternates to the specifications which may result in rejection of their bid.

DEVIATIONS AND EXCEPTIONS: Deviations and exceptions from terms, conditions, or specifications shall be described fully, on the vendor's letterhead, signed, and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and vendor shall be held liable for injury resulting from any deviation

QUALITY: Unless otherwise indicated in the request, all material shall be first quality. No pre-owned, obsolete, discontinued or defective materials may be used.

QUANTITIES: The quantities shown on this request are based on estimated needs. The City reserves the right to increase or decrease quantities to meet actual needs.

DELIVERY: Deliveries shall be FOB destination freight prepaid and included unless otherwise specified. City will reject shipments sent C.O.D. or freight collect.

PRICING: Unit prices shown on the bid shall be the price per unit of sale, e.g., gal., cs., doz., ea. etc., as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price; the unit price shall govern in the bid evaluation and contract administration.

Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices shall not be subject to increase for the term specified in the award. Vendor shall submit proposed increases to the contracting department thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases shall be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

CONFLICT OF INTEREST Submission of a bid constitutes bidder's certification that no financial or personal relationship exists between the bidder and any city official or employee except as specially set forth in writing attached to and made a part of the bid. The successful bidder shall disclose any such relationship which develops during the term of the contract.

ACCEPTANCE-REJECTION: City of Sheboygan reserves the right to accept or reject any or all bids, to waive any Technicality in any bid submitted and to accept any part of a bid as deemed to be in the best interests of the City. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the City an option valid for 60 days after the date of submission to the City.

BID SUBMISSION: Bids **MUST** be dated and time stamped by the Sheboygan City Purchasing Agent's Office on or before the date and time that the bid is due. Bids deposited or time stamped in another office will be rejected. Actual receipt in the office of the purchasing Agent is necessary; timely deposit in the mail system is not sufficient. **THERE WILL BE NO EXCEPTIONS TO THIS POLICY.**

METHOD OF AWARD: Award shall be made to the lowest responsible, responsive vendor conforming to specifications, terms, and conditions, or to the most advantageous bid submitted to the City on a quality versus price basis. Among other things, quantities, time of delivery, purpose for which required, competency of vendor, the ability to

render satisfactory service and past performance will be considered in determining responsibility.

ORDERING/ACCEPTANCE: Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract containing all provisions of the contract signed by both parties shall be used when required by the Sheboygan City Purchasing Division.

PAYMENT TERMS AND INVOICING: Unless otherwise agreed, City of Sheboygan County will pay properly submitted vendor invoices within thirty (30) days of receipt of goods or services, or combination of both. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order.

NO WAIVER OF DEFAULT: In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by City of any breach of the covenants of the Agreement or a waiver of any default of the successful vendor, and the making of any such payment or acceptance of any such service or product by City while any such default or breach shall exist shall in no way impair or prejudice the right of City with respect to recovery of damages or other remedy as a result of such breach or default.

TAXES: The City and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. The State of Wisconsin Department of Revenue has issued a tax-exempt number to the City of Sheboygan.

The City is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The City is exempt from Wisconsin sales or use tax on these purchases. The City may be subject to other states taxes on its purchases in that state depending on the laws of that state. Vendors performing construction activities are required to pay state use tax on the cost of materials.

GUARANTEED DELIVERY: Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include administrative costs.

APPLICABLE LAW AND VENUE: This contract shall be governed under the laws of the State of Wisconsin, and venue for any legal action between the parties shall be in Sheboygan County Circuit Court. The vendor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulation which are in effect during the period of this contract and which in any manner affect the work or its conduct.

ASSIGNMENT: No right or duty in whole or in part of the vendor under this contract may be assigned or delegated without the prior written consent of the City of Sheboygan.

NONDISCRIMINATION/AFFIRMATIVE ACTION: During the term of this Agreement the vendor agrees, in accordance with sec. 111.321, Wis. Stats., and Chapter 46 of the Sheboygan County Code of Ordinances, not to discriminate against any person, whether an applicant or recipient of services, an employee or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The vendor shall provide a harassment-free work environment. These provisions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, and training, including apprenticeships, rates of pay or other forms of compensation.

The vendor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.

FAILURE TO COMPLY with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

The vendor agrees to furnish all information and reports required by the City of Sheboygan County's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with City of Sheboygan Ordinances., and the provisions of this Agreement.

ADA: Americans with Disabilities Act: The vendor agrees to the requirements of the ADA, providing for physical and programmatic access to service delivery and treatment in all programs and activities.

PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT: The vendor guarantees goods sold to the City were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright or trademark. The vendor covenants that it will, at its own expense, defend every suit which shall be brought against the City (provided that such vendor is promptly notified of such suit, and all papers

therein are delivered to it) for any alleged infringement of any patent, copyright or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the City must fully comply with all safety requirements as set forth by the Wisconsin Department of Commerce and all applicable OSHA Standards.

MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, provide one (1) copy of the Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

WARRANTY: Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request shall be warranted against defects by the vendor for one (1) year from date of receipt. An equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the vendor. The time limitation in this paragraph does not apply to the warranty provided herein.

INSURANCE RESPONSIBILITY: The successful vendor shall:

Maintain worker's compensation coverage as required by Wisconsin Statutes, for all employees engaged in the work. The successful vendor shall furnish evidence of adequate worker's compensation insurance.

Indemnify, hold harmless and defend City, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which City, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the successful vendor furnishing the services or goods required to be provided under the contract with the City, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of City, its agencies, boards, commissions, officers, employees or representatives. The obligations of the successful vendor under this paragraph shall survive the expiration or termination of any contract resulting from the successful vendor's bid.

At all times during the term of this Agreement, keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amount of at least \$1,000,000 CSL (Combined Single Limits). Coverage afforded shall apply as primary.

City shall be given ten (10) days advance notice of cancellation or non-renewal. Upon execution of this Agreement, the successful vendor shall furnish City with a certificate of insurance listing City as an additional insured and, upon request, certified copies of the required insurance policies. If the successful vendor's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date, the successful vendor shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement.

The successful vendor shall furnish City, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that the successful vendor shall furnish the City with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal.

It is also agreed that on Claims-Made policies, either the successful vendor or City may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by the successful vendor. In the event any action, suit or other proceeding is brought against City upon any matter herein indemnified against, City shall give reasonable notice thereof to the successful vendor and shall cooperate with the successful vendor's attorneys in the defense of the action, suit or other proceeding.

The City reserves the right to require higher or lower insurance limits where City deems necessary.

In case of any sublet of work under this Agreement, the successful vendor shall furnish evidence that each and every sub vendor has in force and effect insurance policies providing coverage identical to that required of the successful vendor.

CANCELLATION: City reserves the right to terminate any Agreement due to non-appropriation of funds or failure of performance by the vendor. This paragraph shall not relieve City of its responsibility to pay for services or goods provided or furnished to City prior to the effective date of termination.

PUBLIC RECORDS ACCESS: It is the intention of the City to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid openings are public unless otherwise specified. Records are not available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Bid results may be obtained by visiting the Sheboygan City Purchasing Office Monday – Friday, between 8:00 a.m. and 4:00 p.m. Prior

appointment is advisable.

PROPRIETARY INFORMATION: If the vendor asserts any of its books and records of its business practices and other matters collectively constitute a trade secret as that term is defined in s. 134.90(1)(c), Wis. Stats., City will not release such records to the public without first notifying the vendor of the request for the records and affording the vendor an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation shall be upon the vendor. The vendor acknowledges and agrees that if the vendor shall fail, in a timely manner, to initiate legal action to defend the trade secret designation or be unsuccessful in its defense of that designation, City shall be obligated to and will release the records.

Data contained in a bid, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations shall be the property of the City.

Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which vendor believes qualifies as a trade secret, as provided in section 19.36(5), Wis. Stats., must be identified on a designation of Confidential and Proprietary Information form. In any event, bid prices will not be held confidential after award of contract.

PROMOTIONAL ADVERTISING: Reference to or use of The City of Sheboygan, any of its departments or sub-units, or any city official or employee for commercial promotion is prohibited without express written consent of the city.

ANTITRUST ASSIGNMENT: The vendor and the City of Sheboygan recognize that in actual economic practice, overcharges resulting from antitrust violation are in fact usually borne by the City of Sheboygan (purchaser). Therefore, the successful vendor hereby assigns to the City of Sheboygan any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

RECORDKEEPING AND RECORD RETENTIONPUBLIC WORKS CONTRACTS: The successful bidder on a public works contract shall comply with the State of Wisconsin prevailing wage scale when applicable and shall establish and maintain adequate payroll records for all labor utilized as well as records for expenditures relating to all subcontracts, material men and suppliers. All records must be kept in accordance with generally accepted accounting procedures. The City shall have the right to audit, review, examine, copy, and transcribe any such records or documents. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

RECORDKEEPING AND RECORD RETENTIONCOST REIMBURSEMENT CONTRACTS: Where payment to the vendor is based on the vendor's costs; vendor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The City contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the vendor. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

COMPLIANCE WITH FAIR LABOR STANDARDS.

During the term of this Agreement, PROVIDER shall report to the City Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations within the seven years prior to entering this Agreement. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the City may take such action.

CITY OF SHEBOYGAN

**TERMS AND CONDITIONS FOR ALL CONTRACTS FUNDED WITH
FEDERAL GRANTS SUBJECT TO THE UNIFORM GUIDANCE**

In the event of a conflict between the below terms and conditions and the terms of the main body of the Contract or any exhibit or appendix, these federally required contract terms shall govern.

1. Amendment Permitted. This list of Federally Required Contract terms may be amended by CITY in the event that the applicable federal grant providing funding for this Contract contains additional required terms.
2. Debarment and Suspension. Contractor represents and warrants that, as of the execution of this Contract, neither Contractor nor any subcontractor or sub-consultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during Contract's term Contractor or any subcontractor or sub-consultant performing work at any tier is included on the federally debarred bidder's list, Contractor shall notify CITY immediately. Contractor's completed Vendor Debarment Certification is attached hereto and incorporated herein.
3. Record Retention. Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR 5 200.333. Contractor further certifies that it will retain all records as required by 2 CFR 5 200.333 for a period of five (5) years after it receives CITY notice that CITY has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Unless Contractor is functioning as a sub-recipient of grant funding, rather than as a contractor, this requirement is in addition to, and not in place of, CITY's public records retention requirements set forth elsewhere herein. In the event of conflict between local and federal retention periods, the longer retention requirement shall control.
4. Procurement of Recovered Materials (Applies Only if the Work Involves the use of Materials). Pursuant to 2 CFR 5200.323, Contractor represents and warrants that in its performance under the Contract, Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
5. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C.

1251-1387), as Amended. If this is a contract or sub-grant in excess of \$150,000, Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations must be reported to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

6. Energy Efficiency. Contractor certifies that it will comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

7. Anti-Lobbying Restrictions (31 U.S.C. 1352). Contractor certifies that:

7.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.

7.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor shall request from CITY and provide, completed, to CITY the "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

7.3. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

7.4. Contractor's completed Anti-Lobbying Certification is attached hereto and incorporated herein.

8. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (Applies Only to Funding Over \$100,000, When Laborers or Mechanics are Used). Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. Right to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

10. Federal Government is Not a Party. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to CITY, Contractor, or any other party pertaining to any matter resulting from the Contract.

11. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). If this is a "prime construction contract," in its performance under the Contract, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor is required to pay wages not less than once a week.

12. Copeland "Anti-Kickback" Act (40 U.S.C. 3145). If this is a "prime construction contract" in excess of \$2,000, Contractor shall, in its performance of the contract, comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

13. Equal Employment Opportunity. Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

14. Termination for Convenience. If this Contract is for an amount in excess of \$10,000 and it lacks a termination for convenience clause, the following applies: CITY may terminate this Contract at any time for any reason by giving at least thirty (30) days' notice in writing from CITY to Contractor. If Contractor is terminated for convenience by CITY, Contractor will be paid for services actually performed or commodity actually provided.

15. Termination for Cause. If this Contract is for an amount in excess of \$10,000 and it lacks a termination for cause clause, the following applies: If Contractor shall fail to fulfill in timely and proper manner any of its obligations or violate any of the provisions of this Contract; CITY shall have the right to terminate this Contract. CITY shall notify Contractor of its intent to terminate, by giving Contractor prior written notice at least five (5) business days before the effective date of the termination, identifying the alleged deficiencies in Contractor's performance, and shall give Contractor thirty (30) days to cure such deficiencies prior to termination. In such event, all deliverables completed by Contractor as of the date of termination shall, at the option of CITY, become property of CITY. Notwithstanding the above, Contractor shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of the Contract, and CITY shall retain its remedies under law.

16. Executive Order 13202- Preservation of Open Competition and Government Neutrality Towards Contractors' Labor Relations on Federal and Federally Funded Construction Contracts. These requirements apply to recipients and sub-recipients of awards and cooperative agreements and to any manager of a construction project acting on their behalf. These individuals or employees of one of these organizations must ensure that the bid specifications, project agreements, and other controlling documents do not: (a) require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or (b) otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories, or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s). Contractors or subcontractors are not prohibited from voluntarily entering into agreements with one or more labor organizations.

17. Domestic Preferences for Procurements. Pursuant to 2 CFR 5200.322, as appropriate, and to the extent consistent with law, Contractor should, to the greatest extent practicable under this Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products under this Contract.

18. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Contractor shall not use funds under this Contract to purchase, or enter into subcontracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 CFR 5 200.216 (generally, video surveillance or telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, their subsidiaries or affiliates, or any entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by the government of a foreign country). In the event Contractor identifies covered telecommunications equipment or services that constitute a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 CFR 5 200.216, during Contract performance, Contractor shall alert CITY as soon as possible and shall provide information on any measures taken to prevent recurrence.

19. Prohibitions on Discrimination. Contractor agrees to comply with the following as applicable:

19.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C 55 2000d et seq.) and Treasury's implementing regulations at 31C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

19.2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C.55 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

19.3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 5 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

19.4. The Age Discrimination Act of 1975, as amended (42 U.S.C. 55 6101 et seq.), and Treasury's implementing regulations at 31C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

19.5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 55 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state or local governments or instrumentalities or agencies thereto.

20. Financial and Program Management As subrecipient of federal funds, Contractor is required to comply with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Contract and subject to such exceptions as may be otherwise provided by Treasury.

20.1. Financial Management: Contractor shall maintain records and financial documents sufficient to show compliance with section 603(c) of ARPA, Treasury's regulations implementing that section, and guidance issued by Treasury. Contractor shall grant the Treasury Office of Inspector General and the Government Accountability Office or their authorized representatives, the right of access to these records in order to conduct audits or other investigations. Financial records, supporting documents, statistical records and all other records pertinent to the services purchased pursuant to this Contract shall be retained for a period of five (5) years after all of the CITY's funds have been expended or returned to the Treasury Department, whichever is later.

20.2. Audit Requirements. Contractor agrees to provide all reports requested by the CITY including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) or upon request. Contractors who expend more than \$750,000 in federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F.

20.3. Recipient Integrity and Performance Matters. Contractor agrees to provide any information requested by the CITY in order to comply with 2 CFR Appendix XII to Part 200

20.4. SAM.gov Requirements. Contractor is required to comply with 2 CFR Part 25 (System for Award Management ("SAM")) and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information) unless exempted pursuant to 2 CFR 5 25.110.

21. Drug-Free Workplace. Contractor acknowledges that as a subrecipient of federal funds, it is subject to 31 CFR Part 20 (Governmentwide Requirements for Drug-Free Workplace)

22. Relocation Assistance. Where an agreement or project requires the relocation of persons or such person's personal property, Contractor is advised that 42 USC 4601-4655 (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970) may apply.

23. Local, Small, Minority-Owned and/or Women-Owned Businesses. The federal regulations require that every effort is made to assure that minority firms, women's business enterprises and labor surplus area firms are used when possible (24 CFR85.36(e)). Affirming steps include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- E. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps to select such firms.

24. Section 3. The federal regulations required that economic opportunities generated by federally assisted projects, be to the greatest extent possible, to low-and very low-income persons, particularly those who are recipients of government assistance for housing (24 CFR 570.607(b)).

25. Build America, Buy America (BABA) Act Requirements. The Build America, Buy America (BABA) Act, 41 USC § 8301 note, was enacted in the Infrastructure Investment and Jobs Act on November 15, 2021. The BABA Act requires that products purchased in connection with infrastructure projects funded by Federal financial assistance (FFA) programs must be produced in the United States (U.S.). This requirement is known as the “Buy America Preference (BAP)” (or “domestic procurement requirement”). The purpose of the BABA Act is to stimulate private sector investments in American manufacturing, bolster critical American supply chains, and support the creation of jobs so that America’s workers and firms can compete and lead globally.

The prime contractor and all subcontractors (all tiers) must comply with the requirements of the BABA Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, as applicable to the Community Development Block Grant (CDBG) infrastructure project. Pursuant to the U.S. Department of Housing and Urban Development’s (HUD’s) notice, “Public Interest Phased Implementation Waiver for FY2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance” (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver. All iron and steel materials purchased for a CDBG infrastructure project must be produced in the U.S. unless the project or purchase qualifies for a waiver or exemption. The contractor must maintain records that verify compliance with the BAP requirement for iron and steel materials and provide them to the CDBG Grantee/unit of general local government (UGLG), State of Wisconsin Department of Administration Division of Energy, Housing and Community Resources (DOA-DEHCR), HUD, and/or other regulating entities upon request. Infrastructure projects awarded CDBG funds from DOA-DEHCR in or after 2023 are subject the BAP requirements for iron and steel. General waivers and project-specific waiver categories are specified in 88 FR 17001. A contractor seeking a project-specific waiver must demonstrate the criteria for one or more of the project-specific waiver categories are met and must contact the CDBG Grantee/UGLG for further guidance. The Grantee/UGLG is to consult with DEHCR. A waiver requires approval by DEHCR and HUD.

Additional information is provided on the HUD BABA website at:
https://www.hud.gov/program_offices/general_counsel/baba.



BASEBALL & SOFTBALL

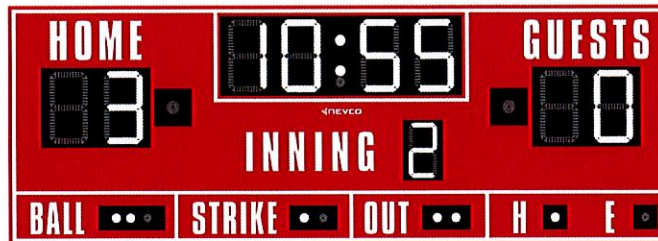
SCOREBOARDS

MODEL 1654

Size: 14' x 5' x 8" (4.27 x 1.52 x .20 meters)

Approximate hanging weight: 240 lbs. (109 kg)

Digit Size: 18" / 14" **Digit Color:** High Intensity Red, Amber, or Translucent White



Note: Translucent White LEDs are an optional LED upgrade

Perfect scoreboard with advanced timing features ideal for multi-purpose fields.

- Designed to withstand wind loads in excess of 180 mph.
- Operate wired or wireless.
- Includes Hit and Error Indicators.
- Bright, long lasting, energy efficient LEDs.
- Gasketed digits reduces water intake.
- Flush sign mounting.
- Includes built-in Horn.



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INTEGRATED DISPLAY AND SCORING SOLUTION Item 11.



Model 1654 (Outdoor) Baseball/Softball/Soccer Scoreboard

SCOREBOARD/CONTROL OPERATING FEATURES

MODEL 1654	MPCW-7	MPCX ₂ WIRELESS	NEVCO ONE
TIMING 18" High Intensity Red, Amber, or Translucent White LED Digits	Bi-directional UP or DOWN count. Any number can be set between 0:00-99:59. 1/10th seconds display during final minute.	Bi-directional UP or DOWN count. Any number can be set between 0:00-99:59. 1/10th seconds display during final minute.	Bi-directional UP or DOWN count. Any number can be set between 0:00-99:59. 1/10th seconds display during final minute.
TEAM SCORES 18" High Intensity Red, Amber, or Translucent White LED Digits	Displays 0-99	Displays 0-99	Displays 0-99
PERIOD 14" High Intensity Red, Amber, or Translucent White LED Digits	Displays 0-9	Displays 0-9	Displays 0-9
INDICATORS 3" Diameter High Intensity Red, Amber, or Translucent White LED cluster	THREE FOR BALL TWO FOR STRIKE TWO FOR OUT ONE FOR HIT ONE FOR ERROR	THREE FOR BALL TWO FOR STRIKE TWO FOR OUT ONE FOR HIT ONE FOR ERROR	THREE FOR BALL TWO FOR STRIKE TWO FOR OUT ONE FOR HIT ONE FOR ERROR
TIME OF DAY	In place of displaying game time on the scoreboard, the "time out" time may be displayed or the "time of day".	N/A	Supported functionality available in 2023
HORN	Sounds automatically at 0:00 for a minimum of two (2) seconds. May omit automatic horn. Can sound manually at any time.	Sounds automatically at 0:00 for a minimum of two (2) seconds. Can sound manually at any time.	Sounds automatically at 0:00 for a minimum of two (2) seconds. May omit automatic horn. Can sound manually at any time.
PITCH COUNT	Supported. Integrates with PCD display. Controlled by hand-held switches.	Supported. Integrates with PCD display. Requires Pitch Count MPCX ₂ control.	Supported. Integrates with PCD display. Controlled by hand-held switches.
PITCH TIMER	Supported. Integrates with 9520 display. Controlled by hand-held switches.	Supported. Integrates with 9520 display. Requires SCD/DGT MPCX ₂ control.	Supported. Integrates with 9520 display. Controlled by hand-held switches.
SEGMENT TIMING	Supported. Controlled by hand-held switches.	Supported. Requires Segment Timer MPCX ₂ control.	Supported functionality available in 2023

In addition to the standard 15 colors, Nevco can match any PMS color. Please contact your local Display and Scoring Consultant for pricing information.



AGENCY APPROVAL: UL/CUL listed, FCC, CE, INDUSTRY CANADA.

SCOREBOARD: Size 14'L x 5'H x 8"D (4.27 x 1.52 x .20 meters), constructed of aluminum. Scoreboard has 1" white outline striping. Hanging weight approximately 240 lbs. (109 kg)

CAPTIONS: HOME, GUESTS, PERIOD, BALL, STRIKE, OUT, H, E, white 10" high.

LED UNITS: Seven-bar segmented digits with protective aluminum cover.

BUILT-IN LIGHTNING PROTECTION: All models feature fiber-optic isolation circuitry providing additional protection against lightning strikes.

POWER WITHOUT ETNS (RED/AMBER): 120 VAC, 1.3 Amps, 50/60 Hz. / 240 VAC, 0.6 Amps, 50/60 Hz. Requires earth ground.

POWER WITHOUT ETNS (TRANSLUCENT WHITE): 120 VAC, 2.1 Amps, 50/60 Hz. / 240 VAC, 1.0 Amps, 50/60 Hz. Requires earth ground.

GUARANTEE: TO VIEW OR RECEIVE THE MOST RECENT COPY OF OUR GUARANTEE, PLEASE VISIT: NEVCO.COM/WARRANTY-LIMITATION/
U.S. SERVICE: 1-800-851-4040 INTERNATIONAL SERVICE: 1-618-664-0360 CANADA SERVICE: 1-800-461-8550



**BUILD YOUR OWN DISPLAY AND SCORING SYSTEM ONLINE AT:
WWW.NEVCO.COM**

.....
**U.S. & CANADA: 800-851-4040 INTERNATIONAL: 618-664-0360
 FAX: 618-664-0398 E-MAIL: INFO@NEVCO.COM**

QUOTATION

A Nevco-Authorized Dealer

Account Name	City of Sheboygan	Created Date	9/18/2024
Quote Number	00173202	Expiration Date	10/18/2024
Contact Name	Joe Kerlin	Prepared By	Paul Gregoire
Title	Superintendent of Parks	Title	Display & Scoring Consultant
Phone	9209469716	Phone	(920) 634-4250
Mailing Address	Sheboygan, WI USA	Email Address	pgregoire@nevco.com
Email Address	joe.kerlin@sheboyganwi.gov		

Quantity	Model/Part #	Product Description	Dimensions L x H x W/D	Unit Price	Total Price
3.00	1654	Baseball/Softball LED Scoreboard with Amber/Red Digits	14'x5'x8"	USD 7,495.00	USD 22,485.00
6.00	802-0300 - MPCX2 Baseball/Softball	Wireless Handheld Control	0.3'x0.5'x0.1'	USD 375.00	USD 2,250.00
3.00	MPCX/MPCX2 Case	MPCX/MPCX2 Control Carrying Case (holds 2 controls)	12.4'x8"x4"	USD 35.00	USD 105.00
3.00	MPCX2 Rec - Outdoor x6xx	In-board Wireless Receiver Kit		USD 635.00	USD 1,905.00

Ttl Shipping Wt (lbs)	1,200	Subtotal	USD 26,745.00
County	Sheboygan	Freight	USD 885.00
		Installation	USD 8,200.00
		Total	USD 35,830.00

Billing/Shipping Information

Bill To Name	City of Sheboygan	Ship To Name	City of Sheboygan
Bill To	Sheboygan, WI USA		

Payment Information

Purchase Order Address	Correct Digital Displays 700 W Center St Sandwich, IL 60548	Remit To Address	Correct Digital Displays 700 W Center St Sandwich, IL 60548
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Quote Terms and Conditions

The above pricing is for equipment only and does not include installation (unless specified) or taxes (if applicable). Unless shown specifically in the quote, shipping is an additional cost and is not included. Due to the custom nature of our products, our preferred payment terms are 50% down and remaining balance net 30. Additional payment terms available upon credit review. Shipping terms are F.O.B. Greenville, IL USA.

All Scoreboards and Message Centers are UL Listed and most come with our free 5-year guarantee (Exception: Special promotion/packages may have shorter warranty and are noted in product descriptions). Portable Production Kits carry a 3-year guarantee. Wireless components and Solar Power Kit carry a 2-year guarantee. Hand-held controls, switches and



700 W Center St
Sandwich, IL 60548



QUOTATION

A Nevco-Authorized Dealer

printed scrims carry a 1-year guarantee. Performance and Payment Bonds, if required, will include a one-year warranty after substantial completion.

STATE TAX EXEMPT FORM MUST BE SUBMITTED WITH ORDER OR TAXES WILL BE INVOICED.

Scoreboards are available in 15 standard colors at no extra charge. Please contact your consultant for production/shipping lead times.

Form B: Receipt of Forms and Submittal Checklist RFP:
Purchase and Installation of (3) Baseball Scoreboards

This form must be returned with your response.

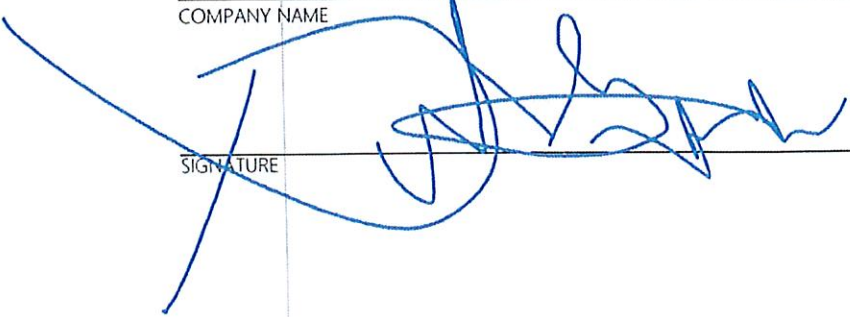
Proposers hereby acknowledge the receipt and/or submittal of the following forms:

Forms	Initial to Acknowledge RECEIPT
Form A: Signature Affidavit	PG
Form B: Receipt of Forms and Submittal Checklist	PG
Form C: Vendor Profile	PG
Form D: Cost Proposal	PG
Form E: References	PG
Appendix A: Standard Terms and Conditions	PG
Appendix B: Federal Terms and Conditions	PG
Appendix C: Basis of Design	PG

Correct Digital Display Inc

COMPANY NAME

SIGNATURE



Form A: Signature and Non-Collusion Affidavit
RFP: Purchase and Installation of (3) Baseball Scoreboards

This form must be returned with your response.

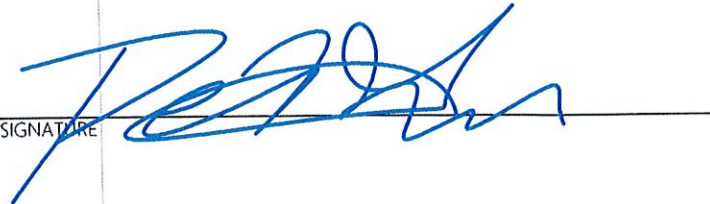
In signing Proposals, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise take any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit Proposals, that Proposals have been independently arrived at, without collusion with any other Proposers, competitor or potential competitor; that Proposals have not been knowingly disclosed prior to the opening of Proposals to any other Proposers or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this Proposals, hereby agrees with all the terms, conditions, and specifications required by the county in this Request for Proposals, declares that the attached Proposals and pricing are in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

Proposers shall provide the information requested below. Include the legal name of the Proposers and signature of the person(s) legally authorized to bind the Proposers to a contract.

Correct Digital Display Inc

COMPANY NAME

SIGNATURE 

9/26/24

DATE

Paul Gregoire

PRINT NAME OF PERSON SIGNING

<h2 style="margin: 0;">Form C: Vendor Profile</h2> <p style="margin: 10px 0 0 0;">RFB: Purchase and Installation of (3) Baseball Scoreboards</p>

COMPANY INFORMATION

This form must be returned with your response.

COMPANY NAME (Make sure to use your complete, legal company name.) Correct Digital Display Inc			
FEIN 36-3864589		(If FEIN is not applicable, SSN collected upon award)	
CONTACT NAME (Able to answer questions about proposal.)		TITLE	
TELEPHONE NUMBER		FAX NUMBER	
EMAIL			
ADDRESS		COUNTY	STATE ZIP

ORDERS/BILLING CONTACT

Address where County purchase orders/contracts are to be mailed and person the department contacts concerning orders and billing.

CONTACT NAME Becky Stewart for orders / Michele Keenan for billing		TITLE Project Cordinator / Accounts Payable-Receiveable	
TELEPHONE NUMBER 815.695.1000		FAX NUMBER N/A	
EMAIL becky@correctdd.com / mkeenan@correctdd.com			
ADDRESS 700 W Center Street		COUNTY	STATE ZIP IL 60548

Form D: Cost Proposal
RFB: Purchase and Installation of (3) Baseball Scoreboards

This form must be returned with your response.

We propose to provide and install (3) Baseball Scoreboards and related controls to the City of Sheboygan as Follows:

Board Manufacturer Name _____

Board Manufacturer Model _____

TOTAL cost of (3) Scoreboards and Controls to meet or exceed the specifications and including full turn-key installation, training and removal and disposal of the existing scoreboard equipment.

\$ _____

_____ Thousand _____ Hundred _____ Dollars
and _____ Cents

We Acknowledge Receipt of the following Addenda

#1 DATED _____

#2 DATED _____

#3 DATED _____

Further, based upon current lead times and production schedules in effect at the time of this writing we would Anticipate commencement of project activities to begin within _____ WEEKS following execution of the contract between the parties.

Correct Digital Display Inc

COMPANY NAME

SIGNATURE

DATE

PLEASE INCLUDE MANUFACTURER CUT SHEETS FOR PROPOSED SCOREBOARDS, CONTROL MODULES AND CONTROL STORAGE CASES

Form E: **References**

RFP: Purchase and Installation of (3) Baseball Scoreboards

This form must be returned with your response.

REFERENCE #1 – CLIENT INFORMATION			
COMPANY NAME City of De Pere	CONTACT NAME		
ADDRESS	COUNTY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
Manufacturer & Model Nevco Model #1654	Delivery date		
Notes			

REFERENCE #2 – CLIENT INFORMATION			
COMPANY NAME University of Wisconsin - Stevens Point	CONTACT NAME Tony Bouressa		
ADDRESS 2100 Main Street	COUNTY	STATE WI	ZIP 54481
TELEPHONE NUMBER 715.346.4494	FAX NUMBER 715.346.4655		
EMAIL tony.bouressa@uwsp.edu			
Manufacturer & Model OES Model #7974	Delivery Date 11/2019		
Notes			

REFERENCE #3 – CLIENT INFORMATION			
COMPANY NAME Marshfield High School	CONTACT NAME Nathan Delany		
ADDRESS 1010 E Fourth Street	COUNTY	STATE WI	ZIP 54449
TELEPHONE NUMBER 715.387.8468 x4615	FAX NUMBER		
EMAIL delany@marshfieldschools.org			
Manufacturer & Model OES Model #7981 & 7982	Delivery Date 7/2019		
Notes			

CITY OF SHEBOYGAN
 REQUEST FOR BIDS # 2061-24
 BASEBALL SCOREBOARDS
 PURCHASE AND INSTALLATION

Bidder	Correct Digital Display 700 W. Center Street Sandwich, IL 60548	Watchfire Signs LLC 1015 Maple Street Vermillion IL 61832
References	Included with Bid documents	Included with Bid Documents
Brand Name	Nevco	Spectrum by Watchfire
Model Proposed	Model 1654 14' X 8' x 5"	9110T-C2 10' X 8' X5"
(3) Scoreboards	\$22,485.00	\$ 28,991.73
(6) Wireless Controllers	\$ 2,250.00	INCLUDED
(3) Carry Cases	\$ 105.00	INCLUDED
(3) Wireless Receiver Kits	\$ 1905.00	INCLUDED
Freight	\$ 885.00	included
Installation	\$ 8,200.00	INCLUDED
Total	\$ 35,830.00	\$ 28,991.73

Exclusion Search Results 0 Total Results

Filter by:

Keyword (ALL)	Location	Status
"CORRECT DIGITAL DISPLAYS"	Country: USA, City: Sandwich-IL, State / Province: IL	Active

**CONTRACTOR'S INSURANCE WITH BOND AND PROPERTY INSURANCE
REQUIREMENTS**

The Contractor shall not commence work until proof of insurance required has been provided in writing to the applicable department before the contract or purchase order is considered for approval by the City of Sheboygan

It is hereby agreed and understood that the insurance required by the City of Sheboygan is primary and non-contributing coverage and that any insurance or self- insurance maintained by the City of Sheboygan, its officers, council members, agents, employees or authorized volunteers will not contribute to coverage of any loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed and the length of time that is specified, if any, in the contract or listed below whichever is longer.

1. COMMERCIAL GENERAL LIABILITY COVERAGE

A. Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:

- | | | |
|----|--|-------------|
| 1. | Each Occurrence limit | \$1,000,000 |
| 2. | Personal and Advertising Injury limit | \$1,000,000 |
| 3. | General aggregate limit (other than Products–Completed Operations) per project | \$2,000,000 |
| 4. | Products–Completed Operations aggregate | \$2,000,000 |
| 5. | Fire Damage limit — any one fire | \$50,000 |
| 6. | Medical Expense limit — any one person | \$5,000 |
| 7. | Watercraft Liability, (Protection & Indemnity coverage) ”if” the project work includes the use of, or operation of any watercraft, then Watercraft Liability insurance must be in force with a limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage. | |
| 8. | Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work. | |

2. BUSINESS AUTOMOBILE COVERAGE

A. Automobile Liability coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1– “Any Auto” basis.

3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY-as required by Wisconsin State Statute or any Workers Compensation Statutes of a different state. Also, if applicable to the work coverage must include Maritime (Jones Act) or Longshore & Harbor Worker’s Compensation Act coverage.

- A. Must carry coverage for Statutory Workers Compensation and an Employers Liability with limits of:
- (1) \$100,000 Each Accident
 - (2) \$500,000 Disease Policy Limit
 - (3) \$100,000 Disease – Each Employee
- B. Employer’s Liability limits must be sufficient to meet umbrella liability insurance Requirements

4. **UMBRELLA LIABILITY** providing coverage at least as broad as all the underlying liability policies with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$25,000. The umbrella must be primary and non-contributory to any insurance or self-insurance carried by City of Sheboygan Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work.
5. **AIRCRAFT LIABILITY**, if the project work includes the use of, or operation of any aircraft or helicopter, then Aircraft Liability insurance must be in force with a limit of \$5,000,000 per occurrence for Bodily Injury and Property Damage including Passenger liability and including liability for any slung cargo.
6. **UNMANNED AIRCRAFT LIABILITY** – if the project work includes the use of, or operation of any unmanned aircraft then unmanned aircraft liability insurance must be carried with a limit of \$1,000,000 per occurrence for bodily injury liability, property damage liability and invasion of privacy liability.
7. **PROPERTY INSURANCE COVERAGE (BUILDERS RISK INSURANCE)** to be provided by the contractor, if the exposure exists.
- A. The “property” insurance amount must be at least equal to the total value of the structure(s), plus or minus any change orders. It must also include value of Engineering or Architect fees, claims preparation costs, and owner furnished equipment.
 - B. Covered property must include property on the project work sites, property in transit, property stored off the project work sites, and any equipment furnished by City of Sheboygan.
 - C. Coverage must be on a **Replacement Cost basis**, with no co-insurance penalties.
 - D. The City of Sheboygan, Consultants, architects, architect consultants, engineers, engineer consultants, contractors, and subcontractors must be added as named insureds to the policy.
 - E. Coverage must be written on a “special form” or “all risk” perils basis. Coverage to include collapse.
 - F. Coverage must include coverage for Water Damage (including but not limited to flood, surface water, hydrostatic pressure) and Earth movement.
 - G. Coverage must be included for Testing and Start up.
 - H. If the exposure exists, coverage must include Boiler & Machinery including mechanical or electrical breakdown coverage.
 - I. Coverage must include Building Ordinance or Law coverage with a limit of at least 5% of the contract amount.
 - J. The policy must cover/allow Partial Utilization by owner.
 - K. Coverage must include a “waiver of subrogation” against any named insureds or additional insureds.
 - L. Contractor will be responsible for all deductibles and coinsurance penalties.

- 8. **INSTALLATION FLOATER / CONTRACTOR’S EQUIPMENT** - The contractor is responsible for loss and coverage for these exposures. City of Sheboygan will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by the contractor or its subcontractors. This includes but not limited to property owned, leased, rented, borrowed, or otherwise in the care, custody or control of the contractor or subcontractor of any tier. See additional requirements for subcontractors below.
- 9. **PROFESSIONAL LIABILITY COVERAGE**-if project includes the use of engineers, architects, or other professionals the below coverage and limits apply.
 - A. Limits
 - (1) \$1,000,000 each claim
 - (2) \$1,000,000 annual aggregate
 - B. Must comply with claims-made requirements listed below

INSURANCE REQUIREMENTS FOR ALL SUBCONTRACTOR(S)

All subcontractors shall be required to obtain the above coverages as applicable. This insurance shall be as broad and with the same limits and coverages (including waivers of subrogation) as those required per Contractor requirements.

APPLICABLE REQUIREMENTS AND PROVISIONS FOR LIABILITY INSURANCE OF CONTRACTORS / SUBCONTRACTORS / SUB-SUB CONTRACTORS

- A. Primary and Non-contributory requirement – all insurance must be primary and non-contributory to any insurance or self-insurance carried by City of Sheboygan
- B. Acceptability of Insurers - Insurance is to be placed with insurers who have an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VII, and who are authorized as an admitted insurance company in the state of Wisconsin.
- C. Additional Insured Requirements – The following must be named as additional insureds on all Liability Policies for liability arising out of project work – City of Sheboygan and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be as broad as ISO form CG 20 10 07 04 and also include Products – Completed Operations additional insured coverage as broad as ISO form CG 20 37 07 04 or their equivalents for a minimum of 3 years after acceptance of work. This does not apply to Workers Compensation or Professional Liability Policies.
- D. Waivers of Subrogation - All contractor and subcontractor liability, workers compensation, and property policies, as required herein, must be endorsed with a waiver of subrogation in favor of the City of Sheboygan its officers, council members, agents, employees, and authorized volunteers.
- E. Deductibles and Self-Insured Retentions - Any deductible or self-insured retention in the contractor’s policy must be declared to the City of Sheboygan and satisfied by the contractor.
- F. Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with the City of Sheboygan a certificate of insurance (Acord Form or equivalent for all coverages) signed by the insurer's representative evidencing the coverage required by this agreement. In addition form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure must also be provided or its equivalent on the Commercial General Liability coverage.

- G. Limits and Coverage- The insurance requirements under this Agreement shall be the greater of the minimum limits and coverage specified herein, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits. No representation is made that the minimum insurance requirements stated hereinabove are sufficient to cover the obligations of Contractor under this Agreement.
- H. Claims Made Coverage – If any coverage is maintained on a claims-made basis, the following shall apply:
- I. The retroactive date must be shown, and must be before the date of the contract or the beginning of the contract services.
 - II. Insurance must be maintained and evidence of insurance must be provided for a minimum of three years after completion of the contract services.
 - III. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract, Contractor must purchase an extended reporting period for a minimum of three years after completion of the contracted services.
- I. Cancellation/Non-Renewal – No policy of insurance required to be maintained hereunder shall be cancelled, non-renewed, or voided without 30 days prior written notice to City of Sheboygan, except where cancelation is due to the non-payment of premiums, in which event, 10-days prior written notice shall be provided.

Exclusion Search Results 0 Total Results

Filter by:

Keyword (ALL)

"CORRECT DIGITAL DISPLAYS"

Location

Country: USA, City: Sandwich-IL, State / Province: IL

Status

Active

**CITY OF SHEBOYGAN
RESOLUTION 106-24-25**

BY ALDERPERSONS MITCHELL AND PERRELLA.

OCTOBER 21, 2024.

A RESOLUTION authorizing execution of the Subordination, Nondisturbance and Attornment Agreement and Estoppel Certificate, and Landlord’s Waiver and Consent, on behalf of the City, regarding the Harbor Winds Hotel.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Subordination, Nondisturbance and Attornment Agreement and Estoppel Certificate, and Landlord’s Waiver and Consent, copies of which are attached hereto, relative to a loan by Community State Bank to LuMoChaMe Harbor, LLC, new Tenant of City-owned property at 905 South 8th Street, Sheboygan.

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

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT AND ESTOPPEL CERTIFICATE

UNIQUE DOCUMENT NUMBER:

AFTER RECORDING RETURN TO:
Community State Bank Loan Servicing Department
1500 Main Street
Union Grove, WI 53182

PARCEL ID NUMBER: 59281110105

(Space Above This Line For Recording Data)

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT AND ESTOPPEL CERTIFICATE ("Agreement") is made on November 5, 2024, between LuMoChaMe Harbor, LLC, a(n) Wisconsin Limited Liability Company whose address is 905 S. 8th Street Sheboygan, Wisconsin 53081 ("Tenant") and Community State Bank whose address is 1500 Main Street, Union Grove, Wisconsin 53182 ("Lender"), which is organized and existing under the laws of the State of Wisconsin. City of Sheboygan, a Wisconsin Government Entity, whose address is 828 Center Ave, Sheboygan, Wisconsin 53081 ("Landlord") is the fee owner of the following described real property:

Address: 905 S 8th St, Sheboygan, Wisconsin 53081-4411
Legal Description: Part of Lots 4-6, Block 234 and the South 20 feet of vacated Maryland Avenue adjacent to said lots, Original Plat, City of Sheboygan, Sheboygan County, Wisconsin, described as follows:
Commencing at the Northwest corner of said Lot 6, said point beginning the point of beginning, thence South along the East line of South 8th Street, 121.21 feet, thence East 10.00 feet; thence South 37.71 feet, thence North 77°09'40" East 173.37 feet to the East line of Lot 4, Block 234, Original Plat, thence North along said East line, 130.55 feet to the intersection of the extended East line of said Lot 4 and the southerly line of Riverfront Drive, thence North 89°43'51" West along said Southerly line, 159.03 feet, thence South 45°08'05" West along said Southerly line, 28.22 feet to the point of beginning.
Parcel ID/Sidwell Number: 59281110105

("Property"). The Landlord has given a security interest in the Property to Lender pursuant to an instrument dated November 5, 2024 ("Security Instrument"). Pursuant to a lease dated May 4, 2023 ("Lease") by and between Tenant and Landlord, Tenant leases all or part of the Property from Landlord more commonly described as THE LEASE: Landlord has leased the Property to Grantor pursuant to a lease (the "Lease") dated November 1, 1998, which was recorded as follows: Lease recorded on July 12, 1999 in Volume 1681, Page 755, as Document No. 1548635, entered into by and between the Landlord and Firststar Bank Wisconsin. Memorandum of Lease recorded on August 4, 1999 in Volume 1686, Page 690, as Document No. 1550787. Assignment of Lease recorded on August 16, 1999 in Volume 1689, Page 001, as Document No. 1551801; assigned by Firststar Bank Wisconsin to Harbor Pride LLC; further assigned by Harbor Pride, LLC to LuMoChaMe Harbor, LLC by the assignment recorded May 5, 2023, as Document No. 2150116. ("Premises").

The parties to this Agreement hereby agree as follows:

SUBORDINATION. Except as otherwise provided in this Agreement, the Lease, and all rights of the Tenant under the Lease and to the Property, including without limitation any option to purchase or otherwise acquire title to the Property, are hereby subjected and subordinated, and shall remain in all respects and for all purposes subject and subordinate, to the lien of the Security Instrument, and to the rights and interest of the Lender and its successors and assigns, as fully and with the same effect as if the Security Instrument had been duly executed,



acknowledged and recorded, and the indebtedness secured thereby had been fully disbursed prior to the execution of the Lease or possession of the Property by Tenant, or its predecessors in interest.

NON-DISTURBANCE. Until the Security Instrument is satisfied and released, Lender agrees that so long as the Tenant is not in default (beyond any period given the Tenant under the Lease to cure such default) in the payment of rent or in the performance of any of the terms, covenants, or conditions of the Lease, the Lender will not join the Tenant as a party defendant in any action or proceeding foreclosing the Security Instrument unless required to foreclose the Security Interest, and then only for such purpose and not for the purpose of terminating the Lease. Lender further agrees that the Tenant's possession of the Property and the Tenant's rights and privileges under the Lease, or any extensions or renewals thereof which may be effected in accordance with the Lease, shall not be diminished or interfered with by the Lender, and the Tenant's occupancy of the Property shall not be disturbed by the Lender.

ATTORNTMENT. If the interest of the Landlord shall be transferred to and owned by the Lender by reason of foreclosure of the Security Instrument or other proceedings brought in lieu of or pursuant to a foreclosure, or in any other manner, and the Lender succeeds to the interest of the Landlord under the Lease, the Tenant shall be bound to the Lender under all of the terms, covenants, and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals of the Lease, with the same force and effect as if the Lender were originally the landlord under the Lease. The Tenant hereby attorns to the Lender as its Landlord, such attornment to be automatically effective immediately upon the Lender's succeeding to the interest of the Landlord under the Lease without the execution of any further instruments on the part of any of the parties hereto. The respective rights and obligations of the Tenant and the Lender upon such attornment, to the extent of the then remaining balance of the term of the Lease and any such extensions and renewals hereto, shall be and are the same as now set forth in the Lease, the terms of which are hereby fully incorporated herein by reference and made a part of this Agreement.

LENDER NOT BOUND BY CERTAIN ACTS OF LANDLORD. If the Lender shall succeed to the interest of the Landlord under the Lease, the Lender shall not be: (a) liable for any act or omission of Landlord; (b) subject to any claims, abatements, offsets, counterclaims, or defenses which the Tenant might have against the Landlord; (c) bound by any rent or additional rent which the Tenant might have paid for more than the then current installment; nor (d) bound by any amendment or modification of the Lease made without the Lender's consent.

TENANT REPRESENTATIONS AND WARRANTIES. Tenant, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

Status of the Lease. As of the date of this Agreement, the Lease is in full force and effect, Tenant has unconditionally accepted the Premises under the Lease, and there are no remaining conditions to Tenant's obligation to perform under the Lease.

Improvements. As of the date this Agreement is executed, all contributions required to be paid by Landlord for improvements to the Premises have been paid in full. Landlord has fully performed all obligations with respect to Tenant improvements on the Premises and Tenant has accepted the Premises as is, subject only to those conditions specifically enumerated in the Lease.

No Bankruptcy. There are no actions, whether voluntary or otherwise, pending against the Tenant or any other party responsible for payment of the Tenant's obligations under the Lease pursuant to the bankruptcy or insolvency laws of the United States or the law of state.

No Default. Tenant affirms that to the best of his/her knowledge and belief, no party to the Lease is in default under the terms of the Lease. To the best knowledge of the Tenant, no event has occurred which, with the giving of notice or passage of time, or both, would constitute such a default. The interest of the Tenant in the Lease has not been assigned or encumbered. The Tenant is not entitled to any credit against



any rent or other charge or rent concession under the Lease except as set forth in the Lease. No rental payments have been made more than one month in advance.

Notice of Default; Right to Cure. Tenant agrees to give prompt written notice to Lender of any default by Landlord in the performance of Landlord’s obligations under the Lease if the default would give Tenant the right to terminate the Lease; withhold, abate, decrease, or offset rent payable; or result in Landlord’s waiver of or release of Tenant from any material obligations under the Lease. Tenant agrees to provide Lender with thirty (30) days from the date of notice to Lender of Landlord’s default to cure any such default.

Modification. Tenant will not enter into any amendment, modification, termination, cancellation, sub-lease, or assignment of the Lease after the date of this Agreement without Lender’s prior written consent.

Estoppel Certificate. Tenant agrees, from time to time, to execute and deliver to Lender an estoppel certificate containing certain representations as to the status of the Lease in such form and substance as Lender deems acceptable to effectuate the provisions of this Agreement.

No Hazardous or Toxic Waste. Tenant represents and warrants that it has not used, generated, released, discharged, stored or disposed of any hazardous waste, toxic substances or related materials (collectively, "Hazardous Materials") on, under, in or about the Premises, or transported any Hazardous Materials to or from the Premises, other than Hazardous Materials used in the ordinary and commercially reasonable course of the Tenant's business in compliance with all applicable laws. The term "Hazardous Materials" shall mean: (a) any "hazardous substance" as such term is presently defined in Section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et seq.) and any regulations promulgated thereunder ("CERCLA"); (b) any additional substances or materials which are hereafter incorporated in or added to the definition of "hazardous substance" for purposes of CERCLA; and (c) any additional substances or materials which are now or hereafter defined as "hazardous substances," "hazardous waste," "toxic substances" or "toxic waste" under any other federal law or under any state, county, municipal or other law applicable to the Premises or under any regulations promulgated pursuant thereto.

Acknowledgment. Tenant hereby acknowledges that Landlord intends to encumber the Property with a real estate security instrument in favor of Lender. Tenant further acknowledges the right of Landlord, Lender and any and all of Landlord's present and future lenders to rely upon the statements and representations of the Tenant contained in this Agreement and further acknowledges that any loan secured by this, and any future, real estate security instruments will be made and entered into in material reliance on this Agreement.

TENANT ESTOPPEL. For the benefit of Lender, Tenant, for itself, its heirs, personal representatives, successors, and assigns, certifies as follows:

Lease Term. The term of the Lease has commenced and will terminate on January 31, 2036 subject to any renewal or cancellation rights specified in the Lease. Except as specifically provided in the Lease, Tenant does not have an option or right to renew or cancel the Lease, to lease additional space in the Premises, nor to purchase any part of the Premises.

Complete Lease Attached. Tenant hereby warrants that a copy of the Lease, which includes all amendments, extensions, attachments, and modifications thereof, is attached hereto and is true, correct, complete, and constitutes the entire agreement between the Tenant and Landlord with respect to the



Premises as of the date of this document. The Lease has not been modified, changed, altered, or amended, other than as attached to this Agreement and is not in default as of the date of this certificate.

NOTICES. Unless otherwise required by applicable law, any notice or demand given by Lender to any party is considered effective when it is deposited in the United States Mail with the appropriate postage, mailed to the address of the party given at the beginning of this Agreement unless an alternative address has been provided to Lender in writing.

GENERAL WAIVERS. To the extent permitted by law, Landlord and Tenant waive notice of Lender's acceptance of this Agreement, defenses based on suretyship, any defense arising from any election by Landlord or Tenant under the United States Bankruptcy Code, Uniform Commercial Code, as enacted in the state where Lender is located or other applicable law or in equity, demand, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor and any other notice.

TO THE EXTENT PERMITTED BY LAW, LANDLORD AND TENANT EACH WAIVE ANY RIGHT TO NOTICE, OTHER THAN ANY NOTICE REQUIRED HEREIN, AND WAIVE ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS AGREEMENT.

LENDER'S RIGHTS AND REMEDIES. The rights and remedies of the Lender under this Agreement are cumulative, and are not in lieu of, but are in addition to all other rights and remedies which Lender has under this Agreement and the Security Instrument.

SUCCESSORS AND ASSIGNS. All covenants and agreements contained in this Agreement shall bind, and the rights hereunder shall inure to the respective successors and assigns of the Lender, Landlord, and Tenant.

ENTIRE AGREEMENT. This Agreement encompasses the entire agreement of the parties and supersedes all prior oral or written agreements, commitments, and understandings between the parties relating to the subject matter of this Agreement. This Agreement cannot be modified except by a writing executed by those parties burdened by the modification.

SEVERABILITY. If any term is illegal, invalid, or unenforceable, the term shall be excluded and ineffective to the extent of such invalidity or unenforceability. All other terms shall remain in full force and effect.

HEADINGS. The headings are for the general convenience of the parties in identifying subject matter. The headings have no limiting effect on the text that follows any particular heading.

SINGULAR AND PLURAL TERMS. All words in the singular shall include the plural and the plural shall include the singular.

ATTORNEY'S FEES, COSTS, AND EXPENSES. Landlord and Tenant, jointly and severally, agree to pay all of Lender's fees, costs, and expenses arising out of or related to the enforcement of this Agreement or the relationship between the parties. Included in the fees that Lender may recover from Landlord and Tenant, jointly and severally, are the reasonable attorney's fees that Lender incurs, including all fees incurred in the course of representing Lender before, during, or after any lawsuit, arbitration, or other proceeding and those incurred in appeals, whether the issues arise out of contract, tort, bankruptcy, or any other area of law. Included in the costs and expenses which Lender may recover are all court, alternative dispute resolution or other collection costs, and all expenses incidental to perfecting Lender's security interests and liens, preserving the Property (including payment of taxes and insurance), records searches, and expenses related to audits, inspection, and copying. All amounts Lender is entitled to recover shall accrue interest at the highest rate provided in any of the related documents from the date any such fee, cost, or expense is incurred.

COUNTERPARTS. This Agreement may be executed by the parties using any number of copies. All executed copies taken together will be treated as a single Agreement.

GOVERNING LAW. This Agreement will be governed by the laws of the State of Wisconsin including all proceedings arising from this Agreement.



TOTAL MORTGAGED AMOUNT: The total mortgaged amount will increase to \$615,000.00.

WAIVER OF JURY TRIAL. All parties to this Agreement hereby knowingly and voluntarily waive, to the fullest extent permitted by law, any right to trial by jury of any dispute, whether in contract, tort, or otherwise, arising out of, in connection with, related to, or incidental to the relationship established between them in this Agreement or any other instrument, document or agreement executed or delivered in connection with this Agreement or the related documents.

ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing this Agreement, the parties acknowledge reading, understanding, and agreeing to all its provisions.

LuMoChaMe Harbor, LLC

By: MONICA J PFEIFER Date
Its: Managing Member

By: LUKE W PFEIFER Date
Its: Managing Member

Landlord:
City of Sheboygan

Signature for City of Sheboygan Date

Lender:
Community State Bank

Bryan Iwicki, Vice President Date



BUSINESS ACKNOWLEDGEMENT

State of Wisconsin

County of _____

This instrument was acknowledged on the _____, by MONICA J PFEIFER, Managing Member and LUKE W PFEIFER, Managing member on behalf of LuMoChaMe harbor, LLC, a Wisconsin Limited Liability Company, who personally appeared before me.

In witness whereof, I hereunto set my hand and official seal.

My commission expires: 10/11/2027

BRYAN IWICKI
Vice President

(Official Seal)

GOVERNMENT ACKNOWLEDGEMENT

State of Wisconsin

County of _____

This record was acknowledged before me on _____, 2024 by _____

Notary Public in and for the State of Wisconsin

My commission expires _____

LENDER ACKNOWLEDGMENT

State of Wisconsin

County of _____

This record was acknowledged before me on _____, 2024 by **Bryan Iwicki** as Vice President of **Community State Bank**.

Notary Public in and for the State of Wisconsin

My commission expires _____

LANDLORD'S WAIVER AND CONSENT



AGREEMENT DATE		
November 5, 2024		

BORROWER INFORMATION

LuMoChaMe Harbor, LLC
 905 S 8TH ST
 SHEBOYGAN, WI 53081

This Landlord's Waiver and Consent ("Waiver") is made by CITY OF SHEBOYGAN, a Wisconsin Governmental Entity whose address is 828 Center Avenue, Sheboygan, Wisconsin 58081 ("Landlord"), and given to Community State Bank whose address is 1500 Main Street, Union Grove, Wisconsin 53182 ("Lender").

LuMoChaMe Harbor, LLC, a Wisconsin Limited Liability Company whose address is 905 S 8TH ST, SHEBOYGAN, Wisconsin 53081 ("Borrower") has granted or will grant to Lender a security interest or other interest in and to the following assets owned by Borrower ("Collateral"):

The Lease: Landlord has leased the Property to Grantor pursuant to a lease (the "Lease") dated November 1, 1998, which was recorded as follows: Lease recorded on July 12, 1999 in Volume 1681, Page 755, as Document No. 1548635, entered into by and between the Landlord and Firstar Bank Wisconsin. Memorandum of Lease recorded on August 4, 1999 in Volume 1686, Page 690, as Document No. 1550787. Assignment of Lease recorded on August 16, 1999 in Volume 1689, Page 001, as Document No. 1551801; assigned by Firstar Bank Wisconsin to Harbor Pride LLC; further assigned by Harbor Pride, LLC to LuMoChaMe Harbor, LLC by the assignment recorded May 5, 2023, as Document No. 2150116.

The Collateral is now or may later be located at or affixed to the premises ("Property"), as detailed in the lease between Landlord and Borrower ("Lease"), commonly known as:

Address: 905 S 8th St, Sheboygan, Wisconsin 53081-4411

Landlord owns or has an interest in the Property, and to induce Lender, now or from time to time, to make loans or other financial accommodations to Borrower, and in consideration of such financial accommodations, each of the undersigned agrees, as follows:

Acknowledgment of Security Interest and Disclaimer. For so long as Borrower is indebted to Lender, Landlord disclaims and waives any and all interest, claims, and liens that Landlord now has or may hereafter acquire in the Collateral, as real estate fixtures or otherwise, including any security interest provided in the Lease, and consents to the placement, storage, and retention upon or attachment of the Collateral to the Property or any portion thereof. Landlord agrees not to assert any claim or interest in the Collateral, nor seek levy or distraint upon it for rent or otherwise.

Entry onto Property. Landlord consents to Lender's entry upon the Property at all reasonable times to inspect, dispose of, or remove the Collateral, upon reasonable notice, so long as Lender repairs all physical damage, if any, done to the Property, or offers to reimburse Landlord for the cost of such repairs, but not for any diminution in the value of the Property caused by the absence of the Collateral removed or by the necessity of replacing it.

Notice of Default and Right to Cure. Landlord hereby represents that, to the best of Landlord's knowledge, there is no currently existing breach or default under the Lease. Landlord agrees to provide Lender with written notice of any default, event of default, or termination of the Lease ("Notice") which shall be sent to Lender at the same time as any such notice is sent to Borrower and delivered to the address of Lender provided above or such other address or alternative means of notice as Lender may provide to Landlord in writing. Upon Lender's receipt of any Notice or notice of termination of the Lease, Lender shall have the immediate right, but not the obligation, to enter the Property for the purpose of removing some or all of the Collateral. Lender shall also have the right, but is in no way obligated, to cure any default or event of default identified in the Notice on or before the later of: (a) the applicable cure period provided under the Lease for such default; or (b) 60 days from Lender's receipt of the Notice.

Modification of Loan. Lender may, without any notice to or consent from Landlord, take any action that Lender deems appropriate, necessary, or desirable with respect to any loans or financial accommodations between Lender and Borrower, including without limitation, make any modifications, waivers, alterations, renewals, extensions, or accelerations of any loans or financial accommodations.

Continuing Effect. This Waiver will remain in effect so long as Borrower is indebted to Lender and will attach and apply to the Lease and any renewals, amendments, modifications, or replacements thereof. Landlord acknowledges and agrees that Lender shall have no obligations under the Lease unless and until Landlord specifically consents in

writing to assume and perform any such obligations under the Lease, subject to any terms, conditions, and limitations detailed in such written consent.

GOVERNING LAW. This Waiver shall be governed by and construed under the laws of the state where the Property is located, except to the extent that federal law controls.

GENERAL WAIVERS. To the extent permitted by law, the Landlord waives notice of Lender's acceptance of this agreement, defenses based on suretyship, any defense arising from any election by the Lender under the Bankruptcy Code, Uniform Commercial Code or other applicable law, demand, notice of intention to accelerate, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor, and any other notice.

JOINT AND SEVERAL LIABILITY. The liability of all parties obligated in any manner under this Waiver shall be joint and several, to the extent of their respective obligations.

SEVERABILITY. If a court of competent jurisdiction determines any term or provision of this Waiver is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of this Waiver without invalidating the remainder of either the affected provision or this Waiver.

SURVIVAL. The Lender's rights in this Waiver will continue in its successors and assigns. This Waiver is binding on all heirs, executors, administrators, assigns, and successors of the Landlord.

ASSIGNABILITY. The Lender may assign or otherwise transfer this Waiver or any of Lender's rights under this Waiver without notice to the Landlord. Any assignee of the Lender has the same rights as the Lender. The Landlord may not assign this Waiver, or any part of the Waiver without the express written consent of the Lender.

HEADINGS AND GENDER. The headings preceding text in this Waiver are for general convenience in identifying subject matter. The headings have no limiting effect on the text that follows any particular heading. All words used in this Waiver are read to be of whatever gender or number is appropriate under the circumstances.

ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing below, each of the undersigned accepts and agrees to the terms in this Waiver.

CITY OF SHEBOYGAN

By: Signature for City of Sheboygan Date

**CITY OF SHEBOYGAN
RESOLUTION 110-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

OCTOBER 21, 2024.

A RESOLUTION authorizing the vacation of two easements, pursuant to Wis. Stat. § 236.293, on parcel 59281318390.

WHEREAS, Common Council resolution no. 297-91-92 accepted two easements on parcel 59281318390 for municipal purposes, to construct and maintain mini-storm sewers as described as follows in the original easement documents:

- Under and along the south twenty (20) feet of the west forty (40) feet of the following described property in the City of Sheboygan, County of Sheboygan, State of Wisconsin: Lot 4, Block 292 of the Original Plat of the City of Sheboygan.
- Property in the City of Sheboygan, County of Sheboygan, State of Wisconsin: The south 50' of Lot 5 and the south 50' of Lot 6, Block 292 of the Original Plat of the City of Sheboygan. Said easement is described as follows: Commencing at the southwest corner of said Lot 6; thence easterly along the south line of Lots 6 and 5 to the southeast corner of Lot 5; thence northerly along the east line of said Lot 5, a distance of 20'; thence southwesterly to the point of beginning;

and

WHEREAS, the two easements are no longer required.

NOW, THEREFORE, BE IT RESOLVED: Pursuant to Wis. Stat. § 236.293, the Common Council approves the release of all right, title and interest which it may have in the two easements identified in resolution no. 297-91-92 on parcel 59281318390.

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

RELEASE OF EASEMENT

Pursuant to Wis. Stat. § 236.293, the undersigned, City of Sheboygan, hereby releases all right, title, and interest which it may have in the Easements recorded on December 6, 1991 in Volume 1191 of Records on pages 618-20 as Document No. 1330306 and in Volume 1191 of Records on pages 621-23 as Document No. 1330307, as depicted in the attached “Exhibit A.”

Authorized by Resolution No. _____ 24-25 adopted by the City of Sheboygan on the _____ day of _____, 2024.

RETURN TO:

City Attorney’s Office
828 Center Avenue, Suite 210
Sheboygan, WI 53081

CITY OF SHEBOYGAN

59281318390
Parcel Ident. No.

BY: _____
Ryan Sorenson, Mayor

ATTEST: _____
Meredith DeBruin, City Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF SHEBOYGAN)

Personally came before me this _____ day of _____, 2024, the above named Ryan Sorenson and Meredith DeBruin, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires _____

This document drafted by:
Elizabeth Majerus
Deputy City Attorney
Sheboygan, WI 53081
WI State Bar No. 1092402

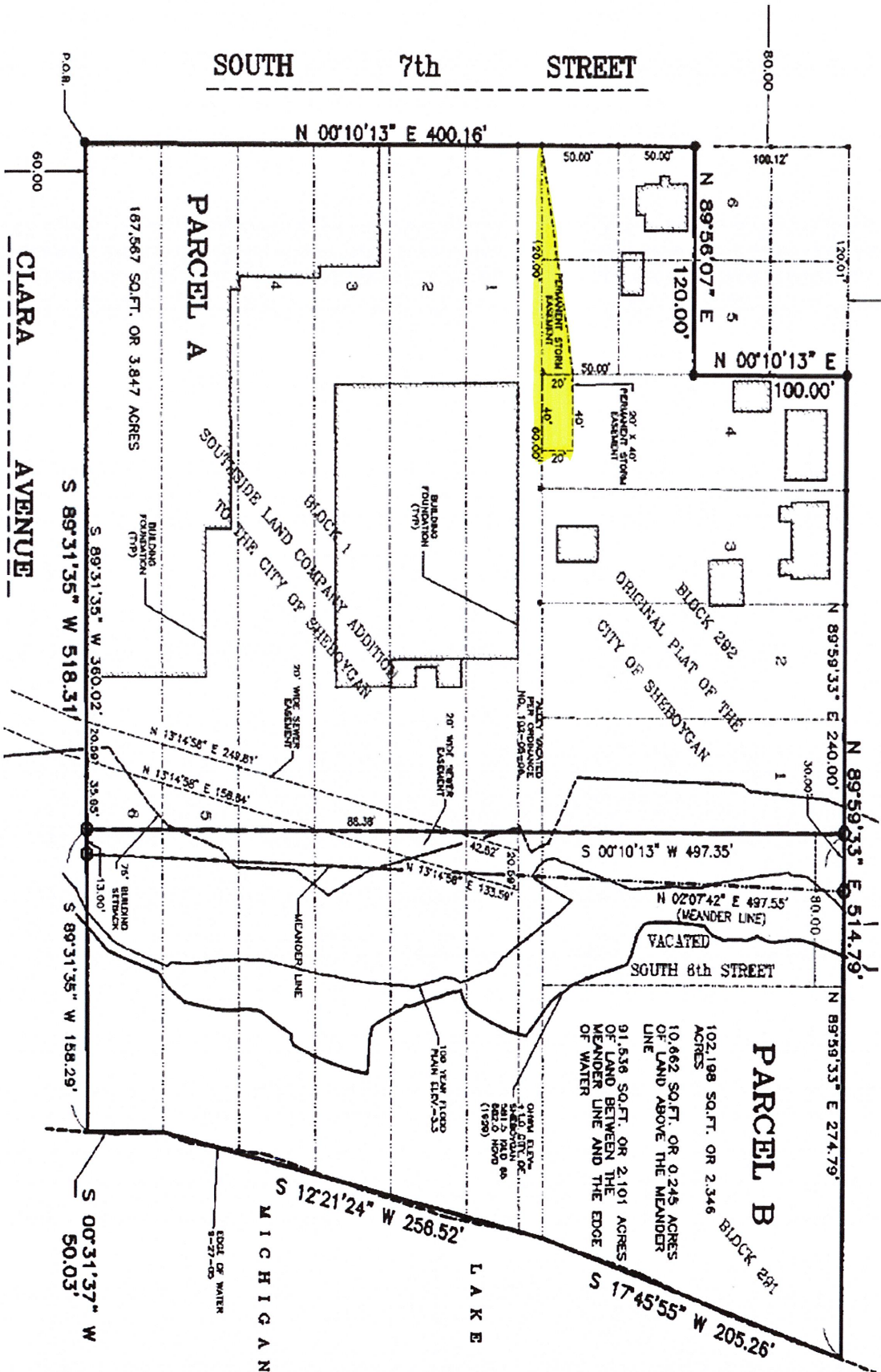


EXHIBIT A