



PUBLIC WORKS COMMITTEE AGENDA

February 27, 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: February 13, 2024

ITEMS FOR DISCUSSION & POSSIBLE ACTION

- [6.](#) Res. No. 157-23-24 / A resolution authorizing a one-year loan of the Phoenix passenger ship model by the City of Sheboygan to the Wisconsin Maritime Museum.
- [7.](#) Res. No. 159-23-24 / A resolution authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company, Inc. for the construction of the Kiwanis Park Trail Extension and authorizing an amendment to the 2024 budget to cover the contract cost.
- [8.](#) Res. No. 161-23-24 / A resolution authorizing the Purchasing Agent to issue a purchase order for two 2023 packer trucks for the Department of Public Works.
- [9.](#) Res. No. 162-23-24 / A resolution authorizing the appropriate City officials to enter into a contract with Vinton Construction Company, Inc. for the construction of the Veterans Memorial Park Pickleball and Basketball Courts and authorizing an amendment to the 2024 budget to cover the contract cost.
- [10.](#) Res. No. 167-23-24 / A resolution authorizing entering into an Interim Sanitary Sewer Services Agreement with all signatories to the 1975 Joint Sewage Treatment Agreement for the Sheboygan Region, in order to authorize sanitary sewer service to approximately 77 acres of land within the municipal boundaries of the Town of Mosel, which is more commonly known as the Kohler Co. Generator Plant.

11. Res. No. 168-23-24 / A resolution authorizing the Purchasing Agent to issue a purchase order for a 2024 Husqvarna diesel powered walk-behind concrete saw and accessories for the Motor Vehicle Division of the Department of Public Works.

NEXT MEETING DATE

12. Next Regular Meeting Date: March 12, 2024

ADJOURNMENT

13. 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, February 13, 2024

COMMITTEE MEMBERS PRESENT: Alderperson Amanda Salazar, Chair Dean Dekker, Alderperson Joe Heidemann, and Vice Chair Zach Rust

COMMITTEE MEMBERS EXCUSED: Alderperson Angela Ramey

STAFF/OFFICIALS PRESENT: Director of Public Works David Biebel, City Engineer Ryan Sazama, Superintendent of Parks and Forestry Joe Kerlin, Superintendent of Streets and Sanitation Joel Kolste, Superintendent of Wastewater Jordan Skiff, Superintendent of Facilities and Traffic Mike Willmas, Assistant City Attorney Liz Majerus, Business Manager Heather Burke and Administrative Clerk Stacy Weseljak

OTHERS PRESENT: Caroline Jupp, David C. Smith, Drew Johnson, and Tracy Brunette

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: January 23, 2024

MOTION TO APPROVE MINUTES FROM JANUARY 23, 2024

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

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

ITEMS FOR DISCUSSION & POSSIBLE ACTION

6. Res. No. 147-23-24 / A resolution authorizing the Finance Director to make a change to the 2024 Capital Improvements Plan in order to reallocate funding within the Motor Vehicle Department and amending the 2024 budget to reflect the change.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

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

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

7. Res. No. 148-23-24 / A resolution authorizing the Superintendent of Parks and Forestry to take necessary actions to receive a grant from Fund for Lake Michigan for the Maywood and Evergreen Parks Water Quality Improvement project.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

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

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

8. Res. No. 150-23-24 / A resolution authorizing the appropriate City officials to enter into contract with Norcon Corporation for the rehabilitation of the aeration basins at the City of Sheboygan Wastewater Treatment Facility.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

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

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

9. Res. No. 152-23-24 / A resolution authorizing the appropriate City officials to execute the Agreement Between City of Sheboygan and Fox Valley Athletics, LLC for the Management and Operation of Recreational Programs at Wildwood Athletic Complex.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

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

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

NEXT MEETING DATE

10. Next Regular Meeting Date: February 27, 2024

ADJOURNMENT

11. Motion to adjourn

MOTION TO ADJOURN AT 5:59 PM

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

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

**CITY OF SHEBOYGAN
RESOLUTION 157-23-24**

BY ALDERPERSONS DEKKER AND RUST.

FEBRUARY 19, 2024.

A RESOLUTION authorizing a one-year loan of the Phoenix passenger ship model by the City of Sheboygan to the Wisconsin Maritime Museum.

WHEREAS, the Wisconsin Maritime Museum has asked the City for permission to display the scale model of the passenger ship Phoenix for inclusion in the Museum's *Wisconsin's Shipwreck Coasts* exhibit from April, 2024 through April, 2025.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby authorizes a one-year loan of the scale model of the passenger ship Phoenix to the Wisconsin Maritime Museum to be included in the *Wisconsin's Shipwreck Coasts* exhibit from April, 2024 through April, 2025.

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

Incoming Loan Form

Item 6.

Loan # _____

Wisconsin Maritime Museum, 75 Maritime Drive, Manitowoc, WI 54220

This is to acknowledge receipt of the items listed below from:

Name: <u>City of Sheboygan</u>	Date: <u>2/6/2024</u>
Contact: <u>Joe Kerlin</u>	Tracking#: _____
Address: <u>Municipal Service Building: 2026 New Jersey Ave.</u>	

City: <u>Sheboygan</u>	State: <u>WI</u> Zip: <u>53081</u>
Work#: _____	Home#: _____ Fax#: _____ Cell#: <u>920-946-9716</u>
Website: _____	Email: <u>Joe.Kerlin@sheboyganwi.gov</u>

Wisconsin Maritime Museum Insurance information:

Company: <u>Cincinnati Insurance Companies</u>	Policy#: <u>0036610</u>
Rep: <u>Ansay & Assoc. LLC</u>	Exp date: <u>07/31/2024</u>
Phone#: <u>920-682-8205</u>	Insured value: <u>\$10,000</u> Premium: <u>3,016 / Month</u>

Description/Condition of Items:

Scale model of the passenger ship PHOENIX (Burned off Sheboygan in 1847) made by Rocky Groh, donated to the City by Bob Melzer.
Excellent condition.
To be used in *Wisconsin's Shipwreck Coasts* exhibit at the Wisconsin Maritime Museum.
Duration of the loan is one year upon delivery to the museum (April, 2024 – April 2025) with the possibility of extending the loan if requested

Delivered by: _____ Date: _____

Received by: _____ Date: _____

TO BE SIGNED UPON RETURN OF ITEM(s):

The item(s) listed above were received in the same condition in which they were loaned.

Lender/Owner/Agent: _____ Date: _____

Museum Representative: _____ Date: _____

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the appropriate City officials to enter into contract with Buteyn-Peterson Construction Company, Inc. for the construction of the Kiwanis Park Trail Extension and authorizing an amendment to the 2024 budget to cover the contract cost.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: February 21, 2024

MEETING DATE: February 27, 2024

FISCAL SUMMARY:

Budget Line Item: 260660-641100
 Budget Summary: Community
 Development Block
 Grant Fund-CDBG-
 Improvements other
 than Buildings
 Budget Expenditure: \$181,535.02
 Budgeted Revenue: N/A

STATUTORY REFERENCE:

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

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

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

- Buteyn-Peterson Construction Company \$181,535.02
- Janke General Contractors \$203,591.00
- Superior Sewer and Water Inc. \$214,833.00

ACTION REQUESTED: A motion to recommend the Common Council adopt Res. No. 159-23-24 authorizing the appropriate City officials to enter into contract with Buteyn-Peterson Construction Company, Inc. for the construction of the Kiwanis Park Trail Extension and authorizing an amendment to the 2024 budget to cover the contract cost.

ATTACHMENTS:

- I. Res. No. 159-23-24
- II. Bid Worksheet & Buteyn-Peterson contract

**CITY OF SHEBOYGAN
RESOLUTION 159-23-24**

BY ALDERPERSONS DEKKER AND RUST.

FEBRUARY 19, 2024.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company, Inc. for the construction of the Kiwanis Park Trail Extension and authorizing an amendment to the 2024 budget to cover the contract cost.

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

WHEREAS, the lowest bid of the three received was from Buteyn-Peterson Construction Company, Inc. for \$181,535.02; and

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

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

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized to complete the following budget amendment to cover the construction contract:

INCREASE:

Community Development Block Grant Fund – CDBG –	
Improvements other than Buildings (Acct. No. 260660-641100)	\$181,535.02
Community Development Block Grant Fund – CDBG –	
Federal Housing/Economic Grant (Acct. No. 260-432710)	\$181,535.02

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

Kiwanis Park Trail Extension (New Jersey Avenue ? North 17th Street) (#8917655)
 Owner: Sheboygan WI, City of
 Solicitor: Sheboygan WI, City of
 01/25/2024 10:00 AM CST

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Buteyn-Peterson		Janke General Contractors		Superior Sewer and Water inc.	
						Construction Company	Extension	Unit Price2	Extension3	Unit Price4	Extension5
	1	1	Mobilization	LS	1	\$17,800.00	\$17,800.00	\$33,900.00	\$33,900.00	\$18,914.00	\$18,914.00
	2	2	Traffic Control	LS	1	\$2,000.00	\$2,000.00	\$2,900.00	\$2,900.00	\$3,890.00	\$3,890.00
	3	3	Construction Staking	LS	1	\$4,600.00	\$4,600.00	\$4,000.00	\$4,000.00	\$6,635.00	\$6,635.00
	4	4	Clearing and Grubbing	STA	4	\$2,500.00	\$10,000.00	\$1,900.00	\$7,600.00	\$3,935.00	\$15,740.00
	5	5	Excavation Common	CY	200	\$50.00	\$10,000.00	\$35.00	\$7,000.00	\$60.00	\$12,000.00
	6	6	Borrow	CY	283	\$45.00	\$12,735.00	\$49.00	\$13,867.00	\$60.00	\$16,980.00
	7	7	Base Aggregate Dense 1 1/4-Inch	TON	1100	\$22.50	\$24,750.00	\$32.00	\$35,200.00	\$30.80	\$33,880.00
	8	8	Asphaltic Surface	TON	300	\$155.00	\$46,500.00	\$139.50	\$41,850.00	\$158.00	\$47,400.00
	9	9	PVC Storm Sewer 12-Inch	LF	40	\$75.00	\$3,000.00	\$143.00	\$5,720.00	\$85.00	\$3,400.00
	10	10	Inlets Type N-1	Each	1	\$5,000.00	\$5,000.00	\$4,150.00	\$4,150.00	\$2,851.00	\$2,851.00
	11	11	Inlet Castings	Each	1	\$600.00	\$600.00	\$1,500.00	\$1,500.00	\$650.00	\$650.00
	12	12	Riprap Medium	CY	4	\$250.00	\$1,000.00	\$220.00	\$880.00	\$47.00	\$188.00
	13	13	Inlet Protection	Each	1	\$100.00	\$100.00	\$120.00	\$120.00	\$100.00	\$100.00
	14	14	Geotextile Fabric Type R	SY	4	\$10.00	\$40.00	\$17.00	\$68.00	\$18.00	\$72.00
	15	15	Silt Fence	LF	1300	\$3.00	\$3,900.00	\$2.00	\$2,600.00	\$2.70	\$3,510.00
	16	16	Tracking Pad	Each	2	\$0.01	\$0.02	\$500.00	\$1,000.00	\$1,925.00	\$3,850.00
	17	17	Topsoil	SY	1000	\$12.00	\$12,000.00	\$6.70	\$6,700.00	\$6.50	\$6,500.00
	18	18	Hydro-Seed	SY	1000	\$2.00	\$2,000.00	\$3.00	\$3,000.00	\$4.40	\$4,400.00
	19	19	Fishing Platform Steps	LS	1	\$8,500.00	\$8,500.00	\$8,000.00	\$8,000.00	\$8,715.00	\$8,715.00
	20	20	3-Rail Cedar Fence	LF	450	\$35.00	\$15,750.00	\$48.00	\$21,600.00	\$51.80	\$23,310.00
	21	21	Signs	SF	12	\$50.00	\$600.00	\$38.00	\$456.00	\$55.00	\$660.00
	22	22	Tubular Steel Sign Post, 6-FT	Each	4	\$150.00	\$600.00	\$325.00	\$1,300.00	\$198.00	\$792.00
	23	23	Sawcutting	LF	60	\$1.00	\$60.00	\$3.00	\$180.00	\$6.60	\$396.00
Base Bid Total:							\$181,535.02		\$203,591.00		\$214,833.00

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

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

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

ARTICLE 2 – THE PROJECT


- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Kiwanis Park Trail Extension, New Jersey Avenue – North 17th Street**

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

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

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

4.05 *Special Damages*

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

ARTICLE 5 – CONTRACT PRICE

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

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ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

6.03 *Final Payment*

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


6.04 *Interest*

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

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 *Contents*

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


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- a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
3. Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
4. Drawings as listed in the table of contents of the drawings (copy of list attached and incorporated by reference).
5. Federal Labor Provisions (HUD 4010), Wage Determinations, Affirmative Action Requirements, Contract Language Requirements, Equal Opportunity Clause and Section 3 Contract Requirements as identified in Section 00 43 43 – Federal Requirements (not attached but incorporated by reference).
6. Addenda (not attached but incorporated by reference)
 - a. Number 1 dated January 19, 2024.
 - b. Number 2 dated January 23, 2024.
7. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid consisting of 1 page.
8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed,
 - b. Work Change Directives,
 - c. Change Orders,
 - d. Field Order,
 - e. Task Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

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

8.01 Contractor's Representations


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

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

8.02 *Contractor's Certifications*

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


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

8.03 *Standard General Conditions*

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

(Continued on next page)

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

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

OWNER:
City of Sheboygan

CONTRACTOR:
Buteyn-Peterson Construction Company, Inc.

By: _____
(signature)
Name,
Title: Ryan Sorenson, Mayor

By: _____
(signature)
Name,
Title: _____
(printed)

Date: _____

Attest:

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

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

Address for giving notices:


Date: _____

Signatures authorized pursuant to Res. ____-23-24.

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

Approved as to form and Execution:

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

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Table of Contents		
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**Kiwanis Park Trail Extension
New Jersey Avenue – North 17th Street**

SECTION	TITLE	Pages
00 00 00	PROCUREMENT AND CONTRACTING REQUIREMENTS	
	Introductory Information	
00 01 01	Cover	1
00 01 10	Table of Contents	2
	Procurement Requirements	
00 11 13	Advertisement for Bids	2
00 21 13	Instructions for Bidders	10
00 41 43	Bid Form	4
00 41 44	Unit Price Worksheet	1
00 41 44.1	Quest Unit Price Worksheet	1
00 42 13	Bid Bond	2
00 43 43	Federal Requirements	26
00 45 13	Bidder's Proof of Responsibility	4
00 45 20	Bidder's Proof of Responsibility and Non-Collusion Affidavit - Subcontractor	3
00 45 50	List of Subcontractors	1
	Contracting Requirements	
00 52 00	Agreement	7
00 55 00	Notice to Proceed	1
00 61 13	Performance Bond Form	3
00 61 14	Payment Bond Form	3
00 62 11	Submittal Cover	1
00 62 76	Application for Payment	2
00 63 63	Change Order Form	2
00 65 16	Certificate of Substantial Completion	1
00 65 18	Contractor's Affidavit of Compliance Certification and Release	1
00 65 19	Consent of Surety to Final Payment	1
00 72 00	Standard General Conditions of the Construction Contract – 2018	78
00 73 00	Supplementary Conditions	13
	GENERAL REQUIREMENTS	
01 11 00	Summary of Work	1
01 14 00	Work Restrictions	5
01 43 00	Quality Assurance	2
01 55 26	Traffic Control	2
01 57 19	Temporary Environmental Controls	2
01 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
32 31 29	Wood Fence	2

PROJECT MANUAL

CITY OF SHEBOYGAN
PUBLIC WORKS

Engineering Division
2026 New Jersey Ave
Sheboygan, WI 53081

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SECTION	TITLE	Pages
33 00 00	UTILITIES	
33 05 09	Sewer Pipe	2
33 05 61	Concrete Manholes, Catch Basins and Inlets	5



JANUARY 2024



NOT TO SCALE

PROJECT LOCATION

KIWANIS PARK TRAIL EXTENSION
 NEW JERSEY AVENUE - NORTH 17TH STREET
 TITLE SHEET

TITLE SHEET

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

Ryan Sazama, PE - City Engineer

20

Kiwanis Park Trail Extension (New Jersey Avenue ? North 17th Street) (#8917655)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

01/25/2024 10:00 AM CST

						Buteyn-Peterson Construction Company	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
	1	1	Mobilization	LS	1	\$17,800.00	\$17,800.00
	2	2	Traffic Control	LS	1	\$2,000.00	\$2,000.00
	3	3	Construction Staking	LS	1	\$4,600.00	\$4,600.00
	4	4	Clearing and Grubbing	STA	4	\$2,500.00	\$10,000.00
	5	5	Excavation Common	CY	200	\$50.00	\$10,000.00
	6	6	Borrow	CY	283	\$45.00	\$12,735.00
	7	7	Base Aggregate Dense 1 1/4-Inch	TON	1100	\$22.50	\$24,750.00
	8	8	Asphaltic Surface	TON	300	\$155.00	\$46,500.00
	9	9	PVC Storm Sewer 12-Inch	LF	40	\$75.00	\$3,000.00
	10	10	Inlets Type N-1	Each	1	\$5,000.00	\$5,000.00
	11	11	Inlet Castings	Each	1	\$600.00	\$600.00
	12	12	Riprap Medium	CY	4	\$250.00	\$1,000.00
	13	13	Inlet Protection	Each	1	\$100.00	\$100.00
	14	14	Geotextile Fabric Type R	SY	4	\$10.00	\$40.00
	15	15	Silt Fence	LF	1300	\$3.00	\$3,900.00
	16	16	Tracking Pad	Each	2	\$0.01	\$0.02
	17	17	Topsoil	SY	1000	\$12.00	\$12,000.00
	18	18	Hydro-Seed	SY	1000	\$2.00	\$2,000.00
	19	19	Fishing Platform Steps	LS	1	\$8,500.00	\$8,500.00
	20	20	3-Rail Cedar Fence	LF	450	\$35.00	\$15,750.00
	21	21	Signs	SF	12	\$50.00	\$600.00
	22	22	Tubular Steel Sign Post, 6-FT	Each	4	\$150.00	\$600.00
	23	23	Sawcutting	LF	60	\$1.00	\$60.00
Base Bid Total:							\$181,535.02

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the Purchasing Agent to issue a purchase order for two 2023 packer trucks for the Department of Public Works.

REPORT PREPARED BY: Bernard R. Rammer Purchasing Agent

REPORT DATE: February 15, 2024

MEETING DATE: February 27, 2024

FISCAL SUMMARY:

Budget Line Item: 730399-651400
 Budget Summary: Motor Vehicle Fund –
 Heavy Equipment
 Budget Expenditure: \$532,806.00
 Budgeted Revenue: N/A

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS: The Department of Public Works currently operates a fleet of refuse trucks which is a mixture of automated side loaders for cart-based collection of trash and recyclables and rear load trucks for use during special collections and leaf season. The Department has found there is a need of one additional automated side load truck to use while the other trucks are out of service for maintenance and repairs. The rear load, single compartment trucks in the fleet are at the age where they are no longer dependable and need to be replaced.

The Department of Public Works included in their 2024 Capital Improvements budget request, funding to purchase two new trucks. Discounted pricing on the equipment is provided through a cooperative purchasing agreement through Sourcwell. The truck will be available for setup and delivery within several weeks following order placement.

STAFF COMMENTS: The Department of Public Works intends to retain the older rear load packer truck until it requires significant repairs, at which time, it will be sold for salvage. The automated side load truck is an additional unit, and as such, will not yield a truck to be sold following receipt.

ACTION REQUESTED: A motion to recommend the Common Council adopt Res. No. 161-23-24 authorizing the Purchasing Agent to issue a purchase order for two 2023 packer trucks for the Department of Public Works.

ATTACHMENTS:

- I. Res. No. 161-23-24
- II. Envirotech Equipment Quote

**CITY OF SHEBOYGAN
RESOLUTION 161-23-24**

BY ALDERPERSONS DEKKER AND RUST.

FEBRUARY 19, 2024.

A RESOLUTION authorizing the Purchasing Agent to issue a purchase order for two 2023 packer trucks for the Department of Public Works.

WHEREAS, the City of Sheboygan Department of Public Works included in the 2024 Capital Improvements Plan funding for the purchase of two packer trucks for the collection of solid waste. One truck will be an automated side-loading truck and the second will be a conventional rear loading packer truck; and

WHEREAS, the automated side loading truck will be used for curbside cart-based collection on a rotational basis. The rear load truck will be used for recycling, special pickups as well as for seasonal leaf collection; and

WHEREAS, the purchase of vehicles or equipment is not subject to Wisconsin's public construction bidding laws; and

WHEREAS, the City's procurement policy allows the City to join with other units of government in cooperative purchasing plans when doing so would serve the best interest of the City; and

WHEREAS, as a member of the Sourcewell Cooperative Purchasing Consortium, the City is able to take delivery of the vehicles in the very near future at a reduced rate.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a Purchase Order to Envirotech Equipment Inc. for the purchase of one new unused 2023 Automated Sideload Packer Truck and one 2023 new unused Rear Load packer truck, including final setup and delivery, for a total of \$532,806.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds in the amount of \$532,806 from Account No. 730399-651400 (Motor Vehicle Fund – Heavy Equipment) for the purchase.

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



19750 Edgewood Dr
Lannon, WI 53046
T: 800-381-9134
F: 262-264-0725
E: support@envirotechequipment.net

Customer

Sheboygan, City of
Attn: Rick Ney
2026 New Jersey Ave.
Sheboygan, WI 53081

Quote No. 22-0022372

Item 8.

Date: 11/7/2023
Terms: Net 30
Delivery: UPS Ground
FOB:

Item	Ordered	Description	Price	Total
Garbage Truck	1	2023 New ASL 31 YD Mounted on Freightliner Chassis to Include the following options (This is a stock truck on order) Hopper Floor & Side Liner Arm Spill Shield Rake teeth Breaker Bar Hydraulic Hopper Cover Hopper Access Ladder Shovel/Broom Rack LED Work Lights Strobe Light Package (Integrated Strobe System) Safety Vision Triple Camera System w/7" Color Monitor CanBus PTO Auto Hot Shift Remote Grease Tailgate Hinge & Cylinder Remote Grease Front ASL Canbus Manual Auto Pack Arm Control Rocker Switches Under Seat Quick Disconnect Pressure Gauge Fire Ext 10lb , Triangle safety Roadside Painted White	318,670.00	318,670.00
Charges	1	Remote Grease Lines Body and Arm	7,512.00	7,512.00

**Providing Customer Satisfaction
Through Trusted Partnerships**

Note: Any and all shipping and sales tax will be added to this invoice.

Sub-total	\$326,182.00
Tax ()	0.00
Total	\$326,182.00



19750 Edgewood Dr
Lannon, WI 53046
T: 800-381-9134
F: 262-264-0725
E: support@envirotechequipment.net

Customer

Sheboygan, City of
Attn: Rick Ney
2026 New Jersey Ave.
Sheboygan, WI 53081

Quote No. 22-0021165

Item 8.

Date: 2/1/2024

Terms: Net 30

Delivery: Our Truck

FOB:

Item	Ordered	Description	Price	Total
Garbage Truck	1	Garbage Truck New Way 20 YD Corbra Realoader on M2 Freighliner Chassis Options Included: Reeving Cylinder Kick-Bar Hydraulic Valves Pre-plumberd for Cart-tipper Shovel Broom Rack Access Door Steps LED Worklights Strobe Light Package Auto Trans Hot Shift w/Pack on the go Safety Vision Camera	206,624.00	206,624.00

**Providing Customer Satisfaction
Through Trusted Partnerships**

*Note: Any and all shipping and sales tax will be
added to this invoice.*

Sub-total	\$206,624.00
Tax ()	0.00
Total	\$206,624.00

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the appropriate City officials to enter into contract with Vinton Construction Company, Inc. for the construction of the Veterans Memorial Park Pickleball and Basketball Courts.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: February 21, 2024

MEETING DATE: February 27, 2024

FISCAL SUMMARY:

Budget Line Item: 400500-641100
 Budget Summary: Capital Projects
 Fund-Culture &
 Recreation-
 Improvements Other
 Than Buildings;
 Budget Expenditure: \$274,557.73
 Budgeted Revenue: N/A

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS: The Department of Public Works developed plans and specifications to construct the Veterans Memorial Park Pickleball and Basketball Courts.

STAFF COMMENTS: Three bids were received for the construction of the Veterans Memorial Park Pickleball and Basketball Courts project. They are listed below:

- Vinton Construction Company \$274,557.73
- Buteyn-Peterson Construction Company \$285,006.33
- Northeast Asphalt Inc. \$339,391.29

ACTION REQUESTED: A motion to recommend the Common Council adopt Res. No. 162-23-24 authorizing the appropriate City officials to enter into contract with Vinton Construction Company, Inc. for the construction of the Veterans Memorial Park Pickleball and Basketball Courts.

ATTACHMENTS:

- I. Res. No. 162-23-24
- II. Bid Worksheet & Vinton Constr. Contract

**CITY OF SHEBOYGAN
RESOLUTION 162-23-24**

BY ALDERPERSONS DEKKER AND RUST.

FEBRUARY 19, 2024.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Vinton Construction Company, Inc. for the construction of the Veterans Memorial Park Pickleball and Basketball Courts and authorizing an amendment to the 2024 budget to cover the contract cost.

WHEREAS, the City of Sheboygan has advertised for bids to construct the Veterans Memorial Park Pickleball and Basketball Courts (the "Project"); and

WHEREAS, the lowest bid of the three received was from Vinton Construction Company, Inc. for \$274,557.73; and

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

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

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized to complete the following budget amendment to pay for the unbudgeted portion of the construction contract:

INCREASE:

Capital Projects Fund –Culture & Recreation – Improvements Other Than Buildings (Acct. No. 400500-641100)	\$4,557.73
Capital Projects Fund – Fund Equity Applied (Acct. No. 400-493000)	\$4,557.73

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


Veterans Memorial Park (Pickleball and Basketball Courts) (#8917658)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

01/25/2024 10:00 AM CST

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Vinton Construction Company		Buteyn-Peterson Construction Company		Northeast Asphalt, Inc.	
						Unit Price2	Extension3	Unit Price4	Extension5	Unit Price6	Extension7
	1		1 Mobilization	LS	1	\$46,500.00	\$46,500.00	\$34,280.00	\$34,280.00	\$61,200.00	\$61,200.00
	2		2 Traffic Control	LS	1	\$1,275.00	\$1,275.00	\$1,500.00	\$1,500.00	\$10,500.00	\$10,500.00
	3		3 Construction Staking	LS	1	\$5,270.00	\$5,270.00	\$4,500.00	\$4,500.00	\$18,850.00	\$18,850.00
	4		4 Pulverize and Relay Pavement (under pickleball courts)	SY	960	\$1.22	\$1,171.20	\$1.22	\$1,171.20	\$1.20	\$1,152.00
	5		5 Pulverize, Stockpile and Relay (under basketball court)	SY	640	\$1.22	\$780.80	\$1.22	\$780.80	\$1.20	\$768.00
	6		6 Clearing and Grubbing	STA	1	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00
	7		7 Sawing Concrete	LF	70	\$10.00	\$700.00	\$10.00	\$700.00	\$3.50	\$245.00
	8		8 Removing Fence, Posts and Gates (488 LF)	LS	1	\$3,200.00	\$3,200.00	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00
	9		9 Removing Net Posts and Center Tie-Downs	LS	1	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$500.00	\$500.00
	10		10 Removing Sidewalk	SY	110	\$15.00	\$1,650.00	\$15.00	\$1,650.00	\$15.30	\$1,683.00
	11		11 Removing Curb and Gutter	LF	30	\$20.00	\$600.00	\$20.00	\$600.00	\$20.00	\$600.00
	12		12 Site Grading (350 CY +/- Comm. Exc.)	LS	1	\$16,800.00	\$16,800.00	\$16,800.00	\$16,800.00	\$16,800.00	\$16,800.00
	13		13 Base Aggregate Dense 3/4-Inch	Tons	30	\$30.00	\$900.00	\$30.00	\$900.00	\$30.00	\$900.00
	14		14 Base Aggregate Dense 1 1/4-Inch	Tons	125	\$20.00	\$2,500.00	\$20.00	\$2,500.00	\$20.00	\$2,500.00
	15		15 Asphaltic Surface	Tons	180	\$166.45	\$29,961.00	\$166.45	\$29,961.00	\$164.80	\$29,664.00
	16		16 Tack Coat	Gal	60	\$4.85	\$291.00	\$4.85	\$291.00	\$4.80	\$288.00
	17		17 Concrete Pavement 6-Inch	SY	930	\$48.42	\$45,030.60	\$48.42	\$45,030.60	\$58.50	\$54,405.00
	18		18 Concrete Sidewalk 4-Inch	SF	1300	\$8.75	\$11,375.00	\$8.75	\$11,375.00	\$6.00	\$7,800.00
	19		19 Concrete Curb and Gutter, 24-Inch	LF	30	\$75.00	\$2,250.00	\$75.00	\$2,250.00	\$46.00	\$1,380.00
	20		20 Detectable Warning Fields	SF	24	\$35.00	\$840.00	\$35.00	\$840.00	\$35.00	\$840.00
	21		21 Inlet 30" Dia.	Each	1	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00
	22		22 Inlet Casting Neenah R-2050 Frame w/ Type "D" Grate	Each	1	\$575.00	\$575.00	\$575.00	\$575.00	\$575.00	\$575.00
	23		23 12" PVC Storm Sewer	LF	197	\$60.00	\$11,820.00	\$60.00	\$11,820.00	\$60.00	\$11,820.00
	24		24 Connection to Existing Inlet	Each	1	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
	25		25 Surface Painting	SF	8784	\$1.67	\$14,669.28	\$2.50	\$21,960.00	\$2.46	\$21,608.64
	26		26 Court Striping	LF	1596	\$2.82	\$4,500.72	\$3.12	\$4,979.52	\$3.09	\$4,931.64
	27		27 Court Nets, Posts and Tie-Downs	Each	4	\$2,642.00	\$10,568.00	\$3,750.00	\$15,000.00	\$3,087.50	\$12,350.00
	28		28 8-FT Fencing (includes 2 gates)	LF	450	\$67.67	\$30,451.50	\$80.00	\$36,000.00	\$77.76	\$34,992.00
	29		29 4-FT Fencing	LF	96	\$55.55	\$5,332.80	\$60.00	\$5,760.00	\$60.25	\$5,784.00
	30		30 Sawcut Control Joints with Armor	LF	194	\$42.03	\$8,153.82	\$30.30	\$5,878.20	\$30.00	\$5,820.00
	31		31 Basketball Standards	Each	2	\$3,046.00	\$6,092.00	\$4,152.00	\$8,304.00	\$6,870.00	\$13,740.00
	32		32 Silt Fence	LF	700	\$2.35	\$1,645.00	\$3.00	\$2,100.00	\$2.05	\$1,435.00
	33		33 Inlet Protection	Each	6	\$70.00	\$420.00	\$100.00	\$600.00	\$60.00	\$360.00
	34		34 Tracking Pad	Each	1	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
	35		35 Salvaged Topsoil	SY	500	\$4.00	\$2,000.00	\$4.00	\$2,000.00	\$4.00	\$2,000.00
	36		36 Hydro-Seed	SY	500	\$2.67	\$1,335.00	\$3.00	\$1,500.00	\$6.00	\$3,000.00
Base Bid Total:							\$274,557.73		\$285,006.33		\$339,391.29

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2489-24	Page:	1 of 7

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

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and
Vinton Construction Company, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: ***Veterans Memorial Park – Pickleball and Basketball Courts***

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*


- A. The Work will be substantially completed on or before June 23, 2024 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.

4.03 *Milestones*

1. None.

4.04 *Liquidated Damages*

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

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
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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.

PROJECT MANUAL					Item 9.
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		Section:	00 52 00		
		Bid Number:	2489-24	Page:	3 of 7

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:


PROJECT MANUAL					Item 9.
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
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		Bid Number:	2489-24	Page:	4 of 7

- a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
3. Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
4. Drawings as listed in the table of contents of the drawings (copy of list attached and incorporated by reference).
5. Addenda (not attached but incorporated by reference)
 - a. Number 1 dated January 19, 2024.
 - b. Number 2 dated January 23, 2024.
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


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

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

8.02 *Contractor's Certifications*


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

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8.03 *Standard General Conditions*

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

(Continued on next page)

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2489-24	Page:	7 of 7

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

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

OWNER:

City of Sheboygan

CONTRACTOR:

Vinton Construction Company, Inc.

By:

(signature)

Name,

Title: Ryan Sorenson, Mayor

By:

(signature)

Name,

Title:

(printed)

Date:

Date:

Attest:

By:

(signature)

Name,

Title: Meredith DeBruin, City Clerk

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

Address for giving notices:

Date:

Signatures authorized pursuant to Res. ____-23-24.

Address for giving notices:

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

Approved as to form and Execution:


By:

(signature)

Name,

Title: Charles C. Adams, City Attorney

Date:

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Table of Contents		
		Section:	00 01 10		
		Bid Number:	2485-23R	Page:	1 of 2

**Veterans Memorial Park
Pickleball And Basketball Courts**

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	3
00 42 13	Bid Bond	2
00 45 13	Bidder's Proof of Responsibility	4
00 45 20	Bidder's Proof of Responsibility and Non-Collusion Affidavit – Subcontractor	3
00 45 50	List of Subcontractors	1
	Contracting Requirements	
00 52 00	Agreement	7
00 55 00	Notice to Proceed	1
00 61 13	Performance Bond Form	3
00 61 14	Payment Bond Form	3
00 62 11	Submittal Cover	1
00 62 76	Application for Payment	2
00 63 63	Change Order Form	2
00 65 16	Certificate of Substantial Completion	1
00 65 18	Contractor's Affidavit of Compliance Certification and Release	1
00 65 19	Consent of Surety to Final Payment	1
00 72 00	Standard General Conditions of the Construction Contract – 2018	78
00 73 00	Supplementary Conditions	13
	GENERAL REQUIREMENTS	
01 11 00	Summary of Work	2
01 14 00	Work Restrictions	5
01 43 00	Quality Assurance	2
01 55 26	Traffic Control	2
01 57 19	Temporary Environmental Controls	2
01 71 23	Construction Staking	2
01 78 00	Closeout Requirements	2
01 78 19	Project Record Requirements	2
02 00 00	DEMOLITION	
02 10 00	Selective Demolition	2
11 00 00	EQUIPMENT	
11 68 00	Pickleball Court Posts and Nets	2
11 68 23	Basketball Equipment	2

PROJECT MANUAL

CITY OF SHEBOYGAN
PUBLIC WORKS

Engineering Division
2026 New Jersey Ave
Sheboygan, WI 53081

Document Title: Table of Contents

Section: 00 01 10

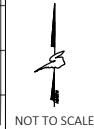
Bid Number: 2485-23R Page: 2 of 2

SECTION	TITLE	Pages
31 00 00	EARTHWORK	
31 25 00	Erosion Control and Site Maintenance	3
32 00 00	EXTERIOR IMPROVEMENTS	
32 05 00	Aggregate Base	3
32 10 00	Grading, Concrete, and Restoration	5
32 10 05	Plant Mixed Asphalt	2
32 18 23	Court Surface	5
32 31 00	Fences and Gates	6
33 00 00	UTILITIES	
33 05 09	Sewer Pipe	2
33 05 61	Concrete Manholes, Catchbasins, and Inlets	2



VETERANS MEMORIAL PARK
PICKLEBALL AND BASKETBALL COURTS

JANUARY 2024



PROJECT LOCATION

INDEX OF SHEETS		
<u>SHEET NO.</u>	<u>DRAWING NO.</u>	<u>DESCRIPTION</u>
1	000CV-1	TITLE SHEET
2	001GN-1	GENERAL NOTES
3	020PO-1	PROJECT OVERVIEW
4	0305C-1	SURVEY CONTROL
5-17	040CD 1-14	CONSTRUCTION DETAILS
18	050RD-1	REMOVAL DETAILS
19	110EC-1	EROSION CONTROL - NOTES
20	110EC-2	EROSION CONTROL DETAILS
21	400PL-1	PLAN LAYOUT (INCLUDES STORM SEWER)
22	601PG-1	PAVING GRADES (BOTTOM OF SUBGRADE)
23	601PG-2	PAVING GRADES (TOP OF SUBGRADE)
24	601PG-3	PAVING GRADES (BINDER COURSE)
25	601PG-4	PAVING GRADES (FINISHED SURFACE)
26	602RD-1	CURB RAMP DETAILS
27	700MO-1	MISCELLANEOUS QUANTITIES

VETERANS MEMORIAL PARK
PICKLEBALL AND BASKETBALL COURTS

CITY OF SHEBOYGAN
PUBLIC WORKS

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

Ryan Sazama, PE - City Engineer

Designed By	TJM
-------------	-----

Designed By	TJM
Drawn By	TJM

Drawn By	LDN
Checked By	KEJ
Plotted By	

Plot Date	12/13/2023
Bid No.	2489-24

Project Date	JANUARY 2024
Sheet No.	1

Drawing No. 000CV-1

Veterans Memorial Park (Pickleball and Basketball Courts) (#8917658)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

01/25/2024 10:00 AM CST

**Vinton Construction
Company**

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price2	Extension3
	1	1	Mobilization	LS	1	\$46,500.00	\$46,500.00
	2	2	Traffic Control	LS	1	\$1,275.00	\$1,275.00
	3	3	Construction Staking	LS	1	\$5,270.00	\$5,270.00
	4	4	Pulverize and Relay Pavement (under pickleball courts)	SY	960	\$1.22	\$1,171.20
	5	5	Pulverize, Stockpile and Relay (under basketball court)	SY	640	\$1.22	\$780.80
	6	6	Clearing and Grubbing	STA	1	\$2,000.00	\$2,000.00
	7	7	Sawing Concrete	LF	70	\$10.00	\$700.00
	8	8	Removing Fence, Posts and Gates (488 LF)	LS	1	\$3,200.00	\$3,200.00
	9	9	Removing Net Posts and Center Tie-Downs	LS	1	\$500.00	\$500.00
	10	10	Removing Sidewalk	SY	110	\$15.00	\$1,650.00
	11	11	Removing Curb and Gutter	LF	30	\$20.00	\$600.00
	12	12	Site Grading (350 CY +/- Comm. Exc.)	LS	1	\$16,800.00	\$16,800.00
	13	13	Base Aggregate Dense 3/4-Inch	Tons	30	\$30.00	\$900.00
	14	14	Base Aggregate Dense 1 1/4-Inch	Tons	125	\$20.00	\$2,500.00
	15	15	Asphaltic Surface	Tons	180	\$166.45	\$29,961.00
	16	16	Tack Coat	Gal	60	\$4.85	\$291.00
	17	17	Concrete Pavement 6-Inch	SY	930	\$48.42	\$45,030.60
	18	18	Concrete Sidewalk 4-Inch	SF	1300	\$8.75	\$11,375.00
	19	19	Concrete Curb and Gutter, 24-Inch	LF	30	\$75.00	\$2,250.00
	20	20	Detectable Warning Fields	SF	24	\$35.00	\$840.00
	21	21	Inlet 30" Dia.	Each	1	\$2,200.00	\$2,200.00
	22	22	Inlet Casting Neenah R-2050 Frame w/ Type "D" Grate	Each	1	\$575.00	\$575.00
	23	23	12" PVC Storm Sewer	LF	197	\$60.00	\$11,820.00
	24	24	Connection to Existing Inlet	Each	1	\$1,200.00	\$1,200.00
	25	25	Surface Painting	SF	8784	\$1.67	\$14,669.28
	26	26	Court Striping	LF	1596	\$2.82	\$4,500.72
	27	27	Court Nets, Posts and Tie-Downs	Each	4	\$2,642.00	\$10,568.00
	28	28	8-FT Fencing (includes 2 gates)	LF	450	\$67.67	\$30,451.50
	29	29	4-FT Fencing	LF	96	\$55.55	\$5,332.80
	30	30	Sawcut Control Joints with Armor	LF	194	\$42.03	\$8,153.82
	31	31	Basketball Standards	Each	2	\$3,046.00	\$6,092.00
	32	32	Silt Fence	LF	700	\$2.35	\$1,645.00
	33	33	Inlet Protection	Each	6	\$70.00	\$420.00
	34	34	Tracking Pad	Each	1	\$0.01	\$0.01
	35	35	Salvaged Topsoil	SY	500	\$4.00	\$2,000.00
	36	36	Hydro-Seed	SY	500	\$2.67	\$1,335.00
Base Bid Total:							\$274,557.73

**CITY OF SHEBOYGAN
RESOLUTION 167-23-24**

BY ALDERPERSONS DEKKER AND RUST.

FEBRUARY 19, 2024.

A RESOLUTION authorizing entering into an Interim Sanitary Sewer Services Agreement with all signatories to the 1975 Joint Sewage Treatment Agreement for the Sheboygan Region, in order to authorize sanitary sewer service to approximately 77 acres of land within the municipal boundaries of the Town of Mosel, which is more commonly known as the Kohler Co. Generator Plant.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Interim Sanitary Sewer Services Agreement, a copy of which is attached hereto and incorporated herein.

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

February 12, 2024

Deborah C. Tomczyk, Esq.
Direct Dial: 414-298-8331
dtomczyk@reinhartlaw.com

SENT BY EMAIL

Charles Adams, City Attorney
City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

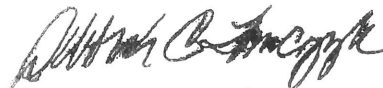
Dear Mr. Adams:

Re: Interim Sanitary Sewer Services Agreement

Kohler Power Systems, located at N7650 Lakeshore Road, in the Town of Mosel, is requesting a connection of the plant's sanitary system into the Town of Sheboygan's Sanitary District #2. This will be a private connection with size to accommodate only the Kohler generator plant. No additional connections will be allowed. To accommodate this connection, all signatories to the 1975 Agreement need to approve the Interim Sanitary Sewer Services Agreement. A copy of this Agreement is enclosed for your review.

Attached to this request is a letter of support from the Town of Mosel regarding this project.

Yours very truly,



Deborah C. Tomczyk

51266167

cc Barbara Klug (via email)
Michael Kelm (via email)
Jason Nall (via email)

TOWN OF MOSEL

SHEBOYGAN COUNTY, WISCONSIN

EST. 1853

W982 County Road FF
Sheboygan, WI 53083-5136
Phone: (920) 565-3700
Fax: (920) 828-8018

December 6, 2023

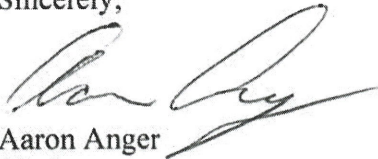
Kohler | Power Systems
Mr. Michael Klem, Sr.EHS Plant Specialist
N7650 Lakeshore Road
Sheboygan, WI 53083

Dear Mr. Kelm:

Greetings. Please use this letter in support of the sanitary connection from the Power Systems plant at Garton & Lakeshore Road to the Town of Sheboygan system. We understand and support the proposed concept of a private pumped lateral within the right-of-way traveling from the plant to the south along Lakeshore Road. No other connections to the system from the Town of Mosel would be desired.

It is important to the residents of Mosel that the investment in the Power Systems plant continue to be utilized. Power Systems supports our tax base as well as the local economy in Sheboygan County. The Power Systems plant is an important employer not only to Mosel but the entire area. A sanitary connection for the plant would help insure keeping our environment safe through proper handling of waste and continue to provide economic stimulus.

Sincerely,



Aaron Anger
Chair
Town of Mosel

**INTERIM SANITARY SEWER
SERVICES AGREEMENT**

THIS AGREEMENT is made by and between the **CITY OF SHEBOYGAN**, a Wisconsin municipal corporation, maintaining its principal offices at 828 Center Avenue, Sheboygan, Wisconsin 53081, hereinafter referred to as “**SHEBOYGAN**,” and the **TOWN OF SHEBOYGAN**, a body corporate and politic, maintaining its principal offices at 4020 Technology Parkway, Sheboygan, Wisconsin 53081, hereinafter referred to as “**TOWN/SHEBOYGAN**,” and the **TOWN OF SHEBOYGAN SANITARY DISTRICT NO. 2**, a Wisconsin municipal corporation, maintaining its principal offices at 4020 Technology Parkway, Sheboygan, Wisconsin 53081, hereinafter referred to as “**TOWN/SHEBOYGAN SANITARY DISTRICT NO. 2**,” and the **TOWN OF SHEBOYGAN FALLS**, a body corporate and politic, maintaining its principal offices at W3860 County Road O, Sheboygan Falls, Wisconsin 53085, hereinafter referred to as “**TOWN SHEBOYGAN FALLS**,” and the **TOWN OF SHEBOYGAN FALLS SANITARY DISTRICT NO. 4 (7250)**, a Wisconsin municipal corporation, maintaining its principal offices at W3860 County Road O, Sheboygan Falls, Wisconsin 53085, hereinafter referred to as “**SHEBOYGAN FALLS DISTRICT NO. 4**,” **TOWN OF SHEBOYGAN FALLS SANITARY DISTRICT NO. 5 (7260)**, a Wisconsin municipal corporation, maintaining its principal offices at W3860 County Road O, Sheboygan Falls, Wisconsin 53085, hereinafter referred to as “**SHEBOYGAN FALLS DISTRICT NO. 5**,” **TOWN OF SHEBOYGAN FALLS SANITARY DISTRICT NO. 6 (7270)**, a Wisconsin municipal corporation, maintaining its principal offices at W3860 County Road O, Sheboygan Falls, Wisconsin 53085, hereinafter referred to as “**SHEBOYGAN FALLS DISTRICT NO. 6**,” and the **TOWN OF WILSON**, a body corporate and politic, maintaining its principal offices at 5935 South Business Drive, Sheboygan, Wisconsin 53081, hereinafter referred to as “**WILSON**,” and the **TOWN OF WILSON SANITARY DISTRICT NO. 1**, a Wisconsin municipal corporation, maintaining its principal offices at 5935 South Business Drive, Sheboygan, Wisconsin 53081, hereinafter referred to as “**WILSON SANITARY DISTRICT NO. 1**,” and the **TOWN OF WILSON SANITARY DISTRICT NO. 2**, a Wisconsin municipal corporation, maintaining its principal offices at 5935 South Business Drive, Sheboygan, Wisconsin 53081, hereinafter referred to as “**WILSON SANITARY DISTRICT NO. 2**,” and the **TOWN OF LIMA**, a body corporate and politic, maintaining its principal offices at N3689 County Road I, Sheboygan Falls, Wisconsin 53085, hereinafter referred to as “**LIMA**,” and the **VILLAGE OF KOHLER**, a Wisconsin municipal corporation, maintaining its principal offices at 319 Highland Drive, Kohler, Wisconsin 53044, hereinafter referred to as “**KOHLER**” and the **CITY OF SHEBOYGAN FALLS**, a municipal corporation, maintaining its principal offices at 375 Buffalo Street, Sheboygan Falls, Wisconsin 53085, hereinafter referred to as “**CITY OF SHEBOYGAN FALLS**.”

WITNESSETH:

WHEREAS, the parties discharge wastewater to the Wastewater Treatment Plant located at 3333 Lakeshore Drive, Sheboygan, WI 53081 (hereinafter WWTP) which is owned and operated by **SHEBOYGAN** pursuant to the 1975 Joint Sewage Treatment Agreement for the Sheboygan Region including applicable Addendums and Amendments (hereinafter collectively the 1975 Agreement); and

WHEREAS, the parties desire to amend the Sheboygan Regional Service Area of the 1975 Agreement to include and authorize sanitary sewer service to approximately 77 acres of land located within the municipal boundaries of the Town of Mosel legally described on the attached Exhibit A which is more commonly known as the Kohler Co. Generator Plant (the “Generator Plant”), as conditionally approved by the Sheboygan Urbanized Area Sewer Service Area Technical Advisory Committee pursuant to the 2030 Sheboygan Urbanized Area Sewer Service Plan on _____, as conditionally approved by the Wisconsin Department of Natural Resources by letter dated _____, and with the support of the

Town of Mosel, a body corporate and politic maintaining its principal offices at W982 County Road FF, Sheboygan Wisconsin 53083 as evidenced by its letter dated December 6, 2023 attached as Exhibit B; and

WHEREAS, the parties deem it desirable to eliminate the existing Generator Plant wastewater treatment facility by extending and connecting the Generator Plant to **TOWN/SHEBOYGAN SANITARY DISTRICT NO. 2** collection system and receiving wastewater treatment services from the WWTP; and

WHEREAS, **TOWN/SHEBOYGAN SANITARY DISTRICT NO. 2** intend to cause a new force main to be installed in the Lakeshore Road right-of-way to accommodate discharges of wastewater from the Generator Plant, through facilities owned and operated by **TOWN/SHEBOYGAN SANITARY DISTRICT NO. 2** and ultimately to transmit wastewater to the WWTP; and

WHEREAS, **TOWN/SHEBOYGAN** and the **TOWN/SHEBOYGAN SANITARY DISTRICT NO. 2** intend to negotiate and enter into a development agreement with the owner/operator of the Generator Plant which will condition sewer service on the Generator Plant being added to the municipal boundaries of **TOWN/SHEBOYGAN SANITARY DISTRICT NO. 2** prior to proceeding with the design, construction, inspection and operation of the sanitary sewer extension to the Generator Plant which will also prohibit any connections to the collection system other than to the Generator Plant;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, it is hereby agreed as follows:

1. Incorporation Of Recitals. The recitals set forth above are incorporated herein and are made an enforceable part of this Agreement.

2. Generator Plant Sewer Service Area Amendment Approved. The Sheboygan Regional Service Area as provided by paragraph 2 of the 1975 Agreement is amended to include and authorize sanitary sewer service to the Generator Plant, as conditionally approved by the Sheboygan Urbanized Area Sewer Service Area Technical Advisory Committee pursuant to the 2030 Sheboygan Urbanized Area Sewer Service Plan on _____, as conditionally approved by the Wisconsin Department of Natural Resources by letter dated _____, and with the support of the Town of Mosel as evidenced by its letter dated December 6, 2023 attached as Exhibit B. **SHEBOYGAN** acknowledges and agrees that the Regional Wastewater Treatment Plant (WWTP) has the capacity to adequately accept and properly process the wastewater flows anticipated to be generated at the Generator Plant. **SHEBOYGAN** approves the proposed sanitary sewer extension and sanitary sewer service to the Generator Plant conditioned upon standard and customary **SHEBOYGAN** engineering review. No connections to the collection system other than to the Generator Plant are authorized under this Agreement.

3. New Force Main Costs. **TOWN/SHEBOYGAN SANITARY DISTRICT NO. 2** shall cause a new ____ inch force main to be installed in the Lakeshore Road right-of-way to accommodate discharge wastewater from the Generator Plant at no cost to the parties hereto. The parties acknowledge, consent and approve the indirect use of facilities owned and operated by **TOWN/SHEBOYGAN SANITARY DISTRICT NO. 2**, including sanitary sewer service to areas located within the Town of Mosel which have been annexed to and receive service from **TOWN/SHEBOYGAN SANITARY DISTRICT NO. 2**, provided that the parties incur no costs therefor.

4. 2030 Sheboygan Urbanized Area Sewer Service Plan Update. The parties hereto recognize that the current 2030 Sheboygan Urbanized Area Sewer Service Plan is in need of review and updating. The parties agree to cooperate and participate with the Bay-Lake Regional Plan Commission

Sheboygan Urbanized Area Sewer Service Area Technical Advisory Committee to update the 2030 Sheboygan Urbanized Area Sewer Service Plan.

5. Informed Consent Pursuant to SCR 20:1.7(b). KOHLER, CITY OF SHEBOYGAN FALLS, TOWN/SHEBOYGAN, TOWN/SHEBOYGAN SANITARY DISTRICT NO. 2, and LIMA understand and have been informed that a concurrent conflict of interest exists because Attorney Michael J. Bauer, and Hopp Neumann Humke LLP, represent a number of parties as described in this Agreement. (1) The lawyers reasonably believe that they will be able to provide competent and diligent representation to each affected client (Towns and Municipalities); (2) the representation is not prohibited by law; (3) the representation does not involve the assertion of a claim by one client against another client in the same litigation or other proceeding before a tribunal; and (4) each affected client gives informed consent, confirmed in a writing signed by the client. **KOHLER, CITY OF SHEBOYGAN FALLS, TOWN/SHEBOYGAN, TOWN/SHEBOYGAN SANITARY DISTRICT NO. 2, SHEBOYGAN FALLS** and all of its respective sanitary districts, and **LIMA** do hereby give their respective informed consent to authorize and permit Attorney Michael J. Bauer, and Hopp Neumann Humke LLP, to represent them with respect to the negotiations and preparation of this Agreement as herein described.

6. All Other Terms and Conditions to Remain Effective. Except as expressly modified by this Agreement, the 1975 Joint Sewage Treatment Agreement for the Sheboygan Region, including addendums thereto, amendments thereto and any other interceptor agreements related to wastewater treatment services, shall remain in full force and effect and binding upon the applicable parties thereto, and the parties hereby ratify said agreements.

IN WITNESS WHEREOF the parties have executed this Agreement as of the dates indicated adjacent to their respective signatures.

CITY OF SHEBOYGAN

Date Signed: _____

By _____
Mayor

Date Signed: _____

By _____
Clerk

TOWN OF SHEBOYGAN

Date Signed: _____

By _____
Chairperson

Date Signed: _____

By _____
Town Clerk

**TOWN OF SHEBOYGAN SANITARY DISTRICT
NO. 2**

Date Signed: _____

By _____
President

Date Signed: _____

By _____
Secretary

Date Signed: _____

By _____
Treasurer

TOWN OF SHEBOYGAN FALLS

Date Signed: _____

By _____
Chairperson

Date Signed: _____

By _____
Clerk/Treasurer

**TOWN OF SHEBOYGAN FALLS SANITARY
DISTRICT NO. 4 (7250)**

Date Signed: _____

By _____
President

Date Signed: _____

By _____
Secretary

Date Signed: _____

By _____
Treasurer

**TOWN OF SHEBOYGAN FALLS SANITARY
DISTRICT NO. 5 (7260)**

Date Signed: _____

By _____
President

Date Signed: _____

By _____
Secretary

Date Signed: _____

By _____
Treasurer

**TOWN OF SHEBOYGAN FALLS SANITARY
DISTRICT NO. 6 (7270)**

By the Town Board

Date Signed: _____

By _____
Chairperson

Date Signed: _____

By _____
Clerk/Treasurer

TOWN OF WILSON

Date Signed: _____

By _____
Chairperson

Date Signed: _____

By _____
Clerk

TOWN OF WILSON SANITARY DISTRICT NO. 1

Date Signed: _____

By _____

Date Signed: _____

By _____

Date Signed: _____

By _____

TOWN OF WILSON SANITARY DISTRICT NO. 2

Date Signed: _____

By _____

Date Signed: _____

By _____

Date Signed: _____

By _____

TOWN OF LIMA

Date Signed: _____

By _____
Chairperson

Date Signed: _____

By _____
Clerk/Treasurer

VILLAGE OF KOHLER

Date Signed: _____

By _____
President

Date Signed: _____

By _____
Clerk/Treasurer

CITY OF SHEBOYGAN FALLS

Date Signed: _____

By _____
Mayor

Date Signed: _____

By _____
Clerk

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the Purchasing Agent to issue a purchase order for a 2024 Husqvarna diesel powered walk-behind concrete saw and accessories for the Motor Vehicle Division of the Department of Public Works.

REPORT PREPARED BY: Bernard R. Rammer Purchasing Agent

REPORT DATE: February 15, 2024

MEETING DATE: February 27, 2024

FISCAL SUMMARY:

Budget Line Item: 730399-651200
 Budget Summary: Motor Vehicle Fund –
 Light Equipment
 Budget Expenditure: \$36,584.00
 Budgeted Revenue: N/A

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS: The Department of Public Works owns and operates a diesel-powered walk behind concrete saw used to cut large areas of concrete and asphalt pavement for the repair of underground utilities on city streets and other city-owned properties. The 2011 Model saw has performed well over the years; however, it is beginning to exhibit signs of age and has become less reliable. The Department has researched available equipment and has determined the manufacturer has a current model saw which will meet their needs. The new saw is comparable in most respects to the current saw, but offers some additional safety and operational features. The proposed saw is to be purchased from Lincoln Contractors Supply of Appleton, WI. Discounted pricing on the equipment is provided through a cooperative purchasing agreement through Sourcewell.

STAFF COMMENTS: Following receipt and commissioning of the new saw, the 2011 model Husqvarna saw will be prepared and sent to auction with the proceeds to be put on deposit with the Director of Finance.

ACTION REQUESTED: A motion to recommend the Common Council adopt Res. No. 168-23-24 authorizing the Purchasing Agent to issue a purchase order for a 2024 Husqvarna diesel powered walk-behind concrete saw and accessories for the Motor Vehicle Division of the Department of Public Works.

ATTACHMENTS:

- I. Res. No. 168-23-24
- II. Lincoln Contractors Supply proposal

**CITY OF SHEBOYGAN
RESOLUTION 168-23-24**

BY ALDERPERSONS DEKKER AND RUST.

FEBRUARY 19, 2024.

A RESOLUTION authorizing the Purchasing Agent to issue a purchase order for a 2024 Husqvarna diesel powered walk-behind concrete saw and accessories for the Motor Vehicle Division of the Department of Public Works.

WHEREAS, the City of Sheboygan Department of Public Works owns and operates a 2011 Husqvarna diesel powered walk-behind concrete saw used for sawing pavement for street repair and construction projects that is showing its age and requiring more frequent and costly repairs; and

WHEREAS, the City desires to replace the 2011 model saw with a new, more reliable, newer model; and

WHEREAS, the purchase of vehicles or equipment is not subject to Wisconsin's public construction bidding laws; and

WHEREAS, the City's procurement policy allows the City to join with other units of government in cooperative purchasing plans when doing so would serve the best interest of the City; and

WHEREAS, as a member of the Sourcewell Cooperative Purchasing Consortium, the City is able to purchase a 2024 Husqvarna FS 5000 Diesel powered saw from Lincoln Contractors Supply, Inc. of Appleton, Wisconsin, at a reduced rate; and

WHEREAS, upon receipt and commissioning of the new saw, the current 2011 model saw will be sold at public auction with the proceeds placed on deposit with the Director of Finance.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a Purchase Order to Lincoln Contractors Supply, Inc. for the purchase of a Husqvarna FS 5000 diesel powered walk-behind concrete saw and accessories, including final setup and delivery, for \$36,584.00 and to sell at public auction the 2011 Husqvarna concrete saw.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds in the amount of \$36,584.00 from Account No. 730399-651200 (Motor Vehicle Fund-Light Equipment) for the purchase.

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



APPLETON | EAU CLAIRE | MADISON | MKE NORTH | MKE SOUTH | OSHKOSH | RACINE | WAUKESHA | WAUSAU

CUSTOMER POLICY:

Return Policy

Lincoln Contractors Supply, Inc. guarantees our customers the right to return any product purchased from us, for any reason, in its original condition within 30 days of the date of sale. Products returned after 30 days, that cannot be resold as new, may be subject to a restocking charge.

Rental Satisfaction Guarantee

Lincoln Contractors Supply, Inc. guarantees its customers complete satisfaction with the performance of any piece of equipment rented from us. If any piece of equipment fails to perform as expected, for any reason, a mutually agreed upon adjustment will be made in the accrued rental charges to ensure our customer's satisfaction.

Service Warranty

Lincoln Contractors Supply, Inc. warrants the parts and workmanship performed by our Service Technicians on our customer's equipment. LCS will pick up any equipment that it has repaired which is not performing satisfactorily and return the equipment to the customer's job upon completion of the follow-up repairs. Loaner equipment will be furnished at NO CHARGE during the follow-up repairs, will be delivered to the customer's job site, and picked up when follow-up repairs are completed.

Loaner Policy

Lincoln Contractors Supply, Inc. supplies loaners for all new equipment while under manufacturer's warranty being repaired. These loaners are restricted to the length of the repair. Loaner equipment kept after the repair is completed will be converted to rental. We will notify you when the repair of your equipment is completed and allow two working days for you to return our loaner and pick up your repaired equipment. After the two day period, we will start charging rent on our equipment. Customers without an approved LCS account will be required to leave a deposit on the loaner, which will be refunded (less any rental due) when our equipment is returned.

LCS LINCOLN CONTRACTORS SUPPLY, INC.
A WISCONSIN Company Since 1956!

APPLETON

Chuck Andreas (920) 850-3894 Cell
Territory Manager chucka@lcswi.com
5663 Neubert Road • Appleton, WI 54913
(920) 757-1901 • (877) 373-7815 • FAX (920) 757-1941

INDUSTRY ALLIANCE





PROPOSAL FROM CHUCK ANDREAS
920-850-3894

Date: 2/7/2024
Valid for: 15 Days

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