



PUBLIC WORKS COMMITTEE AGENDA

April 08, 2025 at 5:00 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: March 25, 2025

ITEMS FOR DISCUSSION & POSSIBLE ACTION

Open to public discussion - limit of three minutes per person with comments pertaining to items on the agenda.

6. 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.
7. Res. No. 192-24-25 / A resolution authorizing the appropriate City officials to enter into a contract with Seiler Bros. Construction Inc. for the 2025 Annual Sidewalk Program.
8. Res. No. 193-24-25 / A resolution authorizing the appropriate City officials to enter into a contract with LaLonde Contractors, Inc. for the construction of the North 6th Street and North 7th Street (Bell Avenue – North Avenue) 2025 Street Improvements.
9. Res. No. 194-24-25 / A resolution authorizing the appropriate City officials to enter into a contract with Vinton Construction Company for the North Commerce Street Improvements.
10. Res. No. 195-24-25 / A resolution authorizing the appropriate City officials to enter into a contract with Cornerstone Pavers, LLC for the 2025 Street Improvements –South 18th Street (Washington Avenue to Mead Avenue).

- [11.](#) Res. No. 196-24-25 / A resolution authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company for the construction of the 2025 Street Improvements – North 25th Street (Superior Avenue – North Avenue).
- [12.](#) Res. No. 197-24-25 / A resolution authorizing the City Attorney’s Office to draft a Facility Access/Rental Agreement for use at the Uptown Social building.
- [13.](#) Sheboygan Biergarten DISCUSSION ONLY

NEXT MEETING DATE

14. Next Regular Meeting Date: To be determined

ADJOURNMENT

15. Motion to Adjourn Sine Die

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

AMENDED PUBLIC WORKS COMMITTEE MINUTES

Tuesday, March 25, 2025

COMMITTEE MEMBERS PRESENT: Chair Dean Dekker, Vice Chair Angela Ramey, Alderperson Daniel Peterson, Alderperson John Belanger

COMMITTEE MEMBERS EXCUSED: Alderperson Zach Rust

STAFF/OFFICIALS PRESENT: City Engineer Kevin Jump, Deputy Director of Field Operations Joel Kolste, Parks Manager Joe Kerlin, Purchasing Agent Bernard Rammer, Assistant City Attorney Audrey Kratz, WSCS Program Director Scott Mealiff, Administrative Clerk Stacy Weseljak

OTHERS PRESENT: Randy Meyer, Steve Jorgensen, Tracy Brunette, and Bryan Kelly

OPENING OF MEETING

1. Call to Order

Chair Dean Dekker called the meeting to order at 5:00 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: March 11, 2025

MOTION TO APPROVE MINUTES FROM MARCH 11, 2025

Motion made by Alderperson Belanger, Seconded by Alderperson Peterson.

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

ITEMS FOR DISCUSSION & POSSIBLE ACTION

Open to public discussion - limit of three minutes per person with comments pertaining to items on the agenda.

6. Res. No. 187-24-25 / A resolution authorizing the creation of a City of Sheboygan Street Art Grant program, authorizing the appropriate City officials to apply for state, federal, and private street art grants, and authorizing the creation of the City of Sheboygan Street Art Grant Program.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

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

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

7. Res. No. 188-24-25 / A resolution authorizing the appropriate City officials to enter into a lease with Bell Bank for the lease of a 2025 Vector Sewer Maintenance Vehicle.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE SUBSTITUTE RESOLUTION

Motion made by Alderperson Belanger, Seconded by Alderperson Peterson.

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

8. Res. No. 189-24-25 / A resolution authorizing the appropriate City officials to execute the Agreement between the City of Sheboygan and Hardesty & Hanover LLC regarding inspection of the South 8th Street bridge.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Alderperson Belanger, Seconded by Alderperson Peterson.

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

NEXT MEETING DATE

9. Next Regular Meeting Date: April 8, 2025

ADJOURNMENT

10. Motion to adjourn

MOTION TO ADJOURN AT 5:17 PM

Motion made by Alderperson Belanger, Seconded by Alderperson Peterson.

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

**CITY OF SHEBOYGAN
RESOLUTION 96-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

OCTOBER 7, 2024.

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.

RESOLVED: That the appropriate City officials are hereby authorized to execute the Memorandum of Understanding between the City of Sheboygan and Friends of the Shaw Family Playground, Inc., 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

Memorandum of Understanding

Between

Friends of the Shaw Family Playground, Inc.

and

City of Sheboygan

This Memorandum of Understanding (“MOU” or “Agreement”) sets forth the terms and understanding between the Friends of the Shaw Family Playground, Inc. (“Friends”) and the City of Sheboygan (“City”) regarding fundraising, location, ownership, construction, and naming rights for a universally accessible playground designed for use by children of all abilities.

Background

Angie and Ryan Shaw created an organization called the Sheboygan Park Project (“SPP”) to raise funds for a universally accessible playground designed for children of all abilities. They did this after Angie gave birth to conjoined twins, Mateo and McHale, in 2006. The Shaws and SPP had previously worked with City officials on a plan for such a park, but fundraising difficulties and the economic downturn stalled their efforts. The Shaws restarted their fundraising efforts in 2016.

SPP partnered with Steve Schmitt and the Sheboygan Jaycees to help create the playground. SPP worked with Landscape Structures, Inc., a playground design firm based in Delano, Minnesota, to create a plan for such a playground. Members of SPP and city park staff reviewed potential locations for the playground, and all parties involved agreed that Evergreen Park Area Two would be best suited for this playground.

This plan was then presented to the City of Sheboygan Public Works Committee and Board of Marina, Parks, and Forestry Commissioners. Each body reviewed the plans, approved of them, and entered into an agreement related to the playground.

The project was completed in 2019. SPP now has non-profit status and has incorporated as Friends of the Shaw Family Playground, Inc. Friends desires to enter into a new MOU with the City to replace the prior MOU under the name of SPP to further clarify the expectations of the parties related to the playground.

Purpose

The purpose of this MOU is to acknowledge the agreement of the parties and set forth the parties’ understanding as to their respective obligations and responsibilities with respect to the fundraising, location, ownership, construction, and naming rights for a universally accessible playground. This MOU outlines certain responsibilities for each party during the period of this Agreement and outlines the general nature of the agreement among the parties. This MOU is intended to enhance the success of the Agreement.

Section 1

1. The universally accessible playground will be called the Shaw Family Playground (“the Playground”).
2. The Playground is located at 2614 Pine Grove Avenue, Area Two of Evergreen Park.
3. Friends desire to aid the City in maintaining, adding to, and improving the Playground, including the pavilion.
4. All funds used to improve and maintain the Playground will be raised by Friends, with no additional funds to be spent by the City for construction, improvement, or maintenance.
5. Any past, present, or future funds raised by Friends or its predecessor organization for construction costs, improvements and maintenance including funds previously held on their behalf by the Sheboygan Jaycees, shall be placed into an endowment fund for the playground. Said funds shall be controlled by Friends. The City may request funds from the endowment fund to fund the repair or replacement of playground structures, signs, poured-in-place fall areas, fencing, any item that is part of the playground structure; or for the purchase of new items. All structures, ramps, and other items that are part of the playground will be owned and controlled by the City.
6. Notwithstanding its right as owner, the City will seek consensus from Friends before making any change to the playground, play components, any structure or ramp that provides accessibility within the playground, the shade area, donor plaques and fence pickets, signage, independent play areas located inside the fenced area, or any other item paid for by donations from or provided by Friends.
7. The City will permit recognition of donors within the playground area. All signage would need to be approved by the City through its normal procedures.
8. The City agrees not to rent the pavilion for private rentals. The pavilion will remain open for all visitors to use during hours the Playground is open. Parties that set up to use the pavilion for private events will be discouraged and told that decorations and private parties are not permitted. Notwithstanding this provision, the City will allow Friends to use the pavilion for fundraising events for the Playground.
9. The City’s Superintendent of Parks and Forestry (“Superintendent”) will be a member of the board of directors of Friends by virtue of their position as Superintendent. Should the Superintendent position be vacant, or should the Superintendent be unwilling or unable to serve on the board, another City employee will designated by the Director of Public Works to so serve in place of the Superintendent.
10. The Agreement related to the playground is intended to last for the intended life of the playground, which ends in 2043 (25 years after construction.) However, this MOU may be extended by mutual agreement of the parties. It should be noted, however, that warranty periods on items in the playground range from three years for smaller movable parts, 15 years for steel structures and plastic slides and 100 years for posts.

Section 2

By entering into this Agreement, the parties do not intend to create any obligations, expressed or implied, other than those set out herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 3

Indemnification. Friends agrees to defend, hold harmless, and indemnify the City against any and all claims, liabilities, damages, judgments, causes of action, costs, loss and expense, including reasonable attorney's fees, imposed upon or incurred by the City arising from or related to the negligent or intentionally tortuous acts or omissions of the indemnifying party's officers, employees, or agents in performing the services pursuant to this agreement. Each party shall promptly notify the other of any claim arising under this provision and each party shall fully cooperate with the other in the investigation, resolution, and defense of such claim.

Section 4

Except as otherwise provided in this Agreement, each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 5

This Agreement shall become effective upon the signature of the parties hereto through their authorized representatives.

Section 6

This Agreement may be terminated by either party for cause if the other party shall default in the performance of this Agreement and the default shall continue for a period of thirty (30) days after written notice to the other party stating specifically the default. Expiration or termination of this Agreement for any reason shall not release any party from its obligations thereunder that have accrued prior to the termination or expiration date. Additionally, this Agreement may be terminated upon 30 days' notice by the City to Friends that the Playground has reached the end of its intended life as determined at the sole discretion of the City based on the wear and tear on the playground structures, signs, poured-in-place fall areas, fencing, and any other item that is part of the playground structure.

Section 7

Any notice or other communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by first class mail, postage prepaid, to the address each of the parties keeps on record for the other party, or to such other address as either party may give notice of from time to time in accordance with this section. Delivery shall be deemed effective upon personal delivery or deposit in the United States mail.

Approved by the parties through signature of the following authorized representatives:

CITY OF SHEBOYGAN:

_____	_____
Mayor	Date
_____	_____
City Clerk	Date
_____	_____
Director of Public Works	Date

FRIENDS OF THE SHAW FAMILY PLAYGROUND, INC.:

_____	_____
	Date
_____	_____
	Date
_____	_____
	Date

This document is authorized by and in accordance with Res. No. ____-24-25.



AGENDA ITEM MEMORANDUM

DATE: 4/3/2025

TO: Public Works Committee

FROM: Kevin Jump, PE – City Engineer

SUBJECT: Resolution 192-24-25 – Authorizing the appropriate City Officials to enter into a contract with Seiler Bros. Construction Inc. for the 2025 Annual Sidewalk Program

ISSUE

Should the Public Works Committee recommend signing an agreement with Seiler Bros. for the 2025 Sidewalk Program?

STAFF RECOMMENDATION

Staff recommends approval of the contract.

BACKGROUND/DISCUSSION

Sidewalks are a vital asset to our community, providing safer routes to school, connecting residential areas to commercial districts, and more. We repair or replace unsafe sidewalks in the public right-of-way to ensure they are in good condition for all pedestrians.

The City Sidewalk Replacement Program is an annual initiative that enables the city to maintain safe sidewalks for pedestrian travel. This program targets sidewalks that have become cracked, raised, or sunken. Often, hazardous areas have been reported to our office due to trips or falls resulting in injuries. Property Owners who wish to have their sidewalks repaired can call the City Sidewalk Inspector.

Every year, the City budgets funds for the repair and replacement of sidewalks throughout the City of Sheboygan. This year, the City budgeted \$200,000. The low bid this year was \$140,800. DPW and Engineering staff are exploring options to use the remaining funds to repair additional sidewalks throughout the city.

Four bids were received for the project:

Contractor	Bid Amount
Seiler Bros. Construction Inc.	\$140,800.00
Klunck Masonry LLC	\$153,100.00
Forward	\$164,931.00
LaLonde Contractors, Inc.	\$217,279.90

Seiler Bros. Construction Inc. is the lowest bidder. They have provided all the documentation required as part of their bid and they had an Approved Bidder's Proof of Responsibility on file per City Ordinance.

FUNDING IMPACT

Funds will be drawn from the following account:

Account	Description	Amount
400300-641300	Capital Projects Fund – Public Works – Sidewalk/Trail Improvements	\$140,800.00

DEPARTMENT OF
PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

920/459-3440
sheboyganwi.gov



AGENDA ITEM MEMORANDUM (CONT.)

IF APPROVED, NEXT STEPS:

The contractor will be sent a notice of award, and contracts will be executed.

**CITY OF SHEBOYGAN
RESOLUTION 192-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

APRIL 2, 2025.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Seiler Bros. Construction Inc. for the 2025 Annual Sidewalk Program.

WHEREAS, the City of Sheboygan has advertised for bids to construct the 2025 Annual Sidewalk Program (the “Project”); and

WHEREAS, the lowest bid of the four (4) received was from Seiler Bros. Construction Inc. for \$140,800; 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 appropriate City officials are hereby authorized to enter into the attached agreement with Seiler Bros. Construction Inc for the construction of the Project.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from Acct. No. 400300-641300 (Capital Projects Fund – Public Works - Sidewalk/Trail Improvements), 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

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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
Seiler Bros. Construction 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: 2025 Sidewalk Program, C25-09

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Dates*


- A. The Work will be substantially completed on or before August 29, 2025 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.

4.03 *Milestones*

- A. Not Used.

4.04 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration 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. Addenda (not attached but incorporated by reference)
 - a. Number 1 dated March 14, 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 Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

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

8.02 *Contractor's Certifications*

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


8.03 *Standard General Conditions*

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

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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:
(Signatures authorized pursuant to Res. ____-24-25)

City of Sheboygan

By:

(signature)
Name, Title: Ryan Sorenson, Mayor

Date: _____

Attest:

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

Date: _____

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

Approved by:

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

Approved as to form and Execution by:

(signature)
Name, Title:
Date: _____

CONTRACTOR:


Seiler Bros. Construction Inc.

By:

(signature)
Name, Title: _____ (printed)

Date: _____

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

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Table of Contents		
		Section:	00 01 10		
		Bid Number:	C25-09	Page:	1 of 1

2025 Sidewalk Program

SECTION	TITLE	Pages
00 00 00	PROCUREMENT AND CONTRACTING REQUIREMENTS	
	Introductory Information	
00 01 01	Cover	1
00 01 10	Table of Contents	1
	Procurement Requirements	
00 11 13	Advertisement for Bids	1
00 21 13	Instructions for Bidders	10
00 41 43	Bid Form	6
00 41 44	Unit Price Worksheet	1
00 41 44.1	Quest Unit Price Worksheet	1
00 42 13	Bid Bond	2
00 45 13	Bidder's Proof of Responsibility	5
00 45 20	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 13	Request for Information	1
00 63 63	Change Order Form	2
00 65 16	Certificate of Substantial Completion	1
00 65 18	Contractor's Affidavit of Compliance Certification and Release	1
00 65 19	Consent of Surety to Final Payment	1
00 72 00	Standard General Conditions of the Construction Contract - 2018	78
00 73 00	Supplementary Conditions	13
01 00 00	GENERAL REQUIREMENTS	
01 11 00	Summary of Work	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 78 00	Closeout Requirements	2
01 78 19	Project Record Requirements	2
32 00 00	EXTERIOR IMPROVEMENTS	
32 10 50	Concrete Sidewalk Program	9

2025 Sidewalk Program (#9569647)
 Owner: Sheboygan WI, City of
 Solicitor: Sheboygan WI, City of
 03/20/2025 10:00 AM CDT

Seiler Bros. Construction
Inc

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
	1	2025-1	Remove Concrete Sidewalk and Approaches	SF	15000	\$1.70	\$25,500.00
	2	2025-2	Remove Concrete Aprons	SF	100	\$1.80	\$180.00
	3	2025-3	Remove Curb & Gutter	LF	50	\$4.00	\$200.00
	4	2025-4	Remove Integral Sidewalk/Curb	SF	100	\$3.00	\$300.00
	5	2025-5	Excessive Cut	CY	50	\$10.00	\$500.00
	6	2025-6	Excessive Fill/Gravel	Cy	50	\$9.00	\$450.00
	7	2025-7	Concrete Sidewalk 4-inch	SF	15000	\$7.00	\$105,000.00
	8	2025-8	Concrete Sidewalk 6-inch	SF	250	\$7.20	\$1,800.00
	9	2025-9	Concrete Apron 7-inch	SF	100	\$7.20	\$720.00
	10	2025-10	Concrete Curb and Gutter 30-inch	LF	50	\$25.00	\$1,250.00
	11	2025-11	Concrete Curb 6-inch	LF	50	\$8.00	\$400.00
	12	2025-12	Integral Sidewalk & Curb	SY	200	\$6.00	\$1,200.00
	13	2025-13	Concrete Sawing	LF	100	\$5.00	\$500.00
	14	2025-14	Grading For New Sidewalk	SF	500	\$2.00	\$1,000.00
	15	2025-15	4-inch Topsoil, Seed & Fertilizer	SY	60	\$10.00	\$600.00
	16	2025-16	Concrete Sidewalk 6-inch with Panel Finish	SF	100	\$7.00	\$700.00
	17	2025-17	Curb Ramp Detectabel Warning Field	EA	10	\$50.00	\$500.00
Total							\$140,800.00



AGENDA ITEM MEMORANDUM

DATE: 4/3/2025

TO: Public Works Committee

FROM: Kevin Jump, PE – City Engineer

SUBJECT: Resolution 193-24-25 – Authorizing the appropriate City Officials to enter into a contract with LaLonde Contractors, Inc. for the construction of the North 6th Street and North 7th Street (Bell Avenue – North Avenue) 2025 Street Improvements.

ISSUE

Should the Public Works Committee recommend signing an agreement with LaLonde Contractors, Inc. for the construction of the North 6th Street and North 7th Street (Bell Avenue – North Avenue) 2025 Street Improvements?

STAFF RECOMMENDATION

Staff recommends approval of the contract.

BACKGROUND/DISCUSSION

Improvements are required on North 6th Street and North 7th Street near the former Aurora Memorial Hospital location. These improvements include sanitary sewer repairs and replacements, storm sewer modifications, concrete repairs, new ADA-compliant sidewalk ramps and crosswalks, and new asphalt pavement.

In advance of the City's project, Wisconsin Public Service will be upgrading its gas utilities within the project's area. The Sheboygan Water Utility will also upgrade a section of the water main on North 7th Street and replace lead water services in the project area.

Three bids were received for the project:

Contractor	Bid Amount
LaLonde Contractors, Inc.	\$1,048,748.55
Buteyn-Peterson Construction Company	\$1,143,553.50
David Tenor Corporation	\$1,349,193.30

LaLonde Contractors, Inc. is the lowest bidder. They have provided all the documentation required as part of their bid, and they had an Approved Bidder's Proof of Responsibility on file per City Ordinance.

FUNDING IMPACT

Funds will be drawn from the following accounts:

Account	Description	Amount
425660-641200	TID 25 Fund – Street Improvements	\$824,948.55
630310-659200	Wastewater -PW Distribution – Equipment Replacement	\$223,800.00

IF APPROVED, NEXT STEPS:

The contractor will be sent a notice of award, and contracts will be executed.

DEPARTMENT OF
PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

920/459-3440
sheboyganwi.gov

**CITY OF SHEBOYGAN
RESOLUTION 193-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

APRIL 2, 2025.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with LaLonde Contractors, Inc. for the construction of the North 6th Street and North 7th Street (Bell Avenue – North Avenue) 2025 Street Improvements.

WHEREAS, the City of Sheboygan has advertised for bids to construct the North 6th Street and North 7th Street (Bell Avenue – North Avenue) 2025 Street Improvements (the “Project”); and

WHEREAS, the lowest bid of the three (3) received was from LaLonde Contractors, Inc. for \$1,048,748.55; and

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

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

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached agreement with LaLonde Contractors, Inc. for the construction of the Project.

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

Acct. No. 425660-641200 (TID 25 Fund – Street Improvements)	\$824,948.55
Acct. No. 630310-659200 (Wastewater -PW Distribution – Equipment Replacement)	\$223,800.00


PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

PROJECT MANUAL					Item 8.
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	A1 - 00 52 00		
		Bid Number:	C25-06	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
LaLonde Contractors, 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: ***2025 Street Improvements, North 6th Street and North 7th Street (Bell Avenue – North Avenue).***

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 September 26, 2025 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. NA
- 4.04 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
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		Bid Number:	C25-06	Page:	2 of 7


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

4.05 *Special Damages*

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

ARTICLE 5 – CONTRACT PRICE

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

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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), 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 3/17/2025
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.

ARTICLE 8 – THE CONTRACT DOCUMENTS MAY ONLY BE AMENDED, MODIFIED, OR SUPPLEMENTED AS PROVIDED IN THE CONTRACT. ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

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


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		Bid Number:	C25-06	Page:	5 of 7

existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

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

8.02 *Contractor's Certifications*


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

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8.03 *Standard General Conditions*

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

(Continued on next page)

PROJECT MANU					Item 8.
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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)

City of Sheboygan

By:

(signature)
Name, Title: Ryan Sorenson, Mayor

Date: _____

Attest:

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

Date: _____

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

Approved by:

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

Approved as to form and Execution by:

(signature)
Name, Title:
Date: _____

CONTRACTOR:


LaLonde Contractors, Inc.

By:

(signature)
Name, Title: _____ (printed)


Date: _____

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

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Table of Contents		
		Section:	00 01 10		
		Bid Number:	C25-06	Page:	1 of 2

**2025 Street Improvements
North 6th Street and North 7th Street
(Bell Avenue – North Avenue)**

SECTION	TITLE	Pages
00 00 00	PROCUREMENT AND CONTRACTING REQUIREMENTS	
	Introductory Information	
00 01 01	Cover	1
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01 78 19	Project Record Requirements	2

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Table of Contents		
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SECTION	TITLE	Pages
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 01 32.1	Sewer Televising – Requirements for Digital Data Delivery	1
33 05 09	Sewer Pipe	7
33 05 61	Concrete Manholes, Catch Basins and Inlets	7
33 10 00	Water Service Specifications	4

BID NUMBER: C25-06

CITY OF SHEBOYGAN

DEPARTMENT OF PUBLIC WORKS

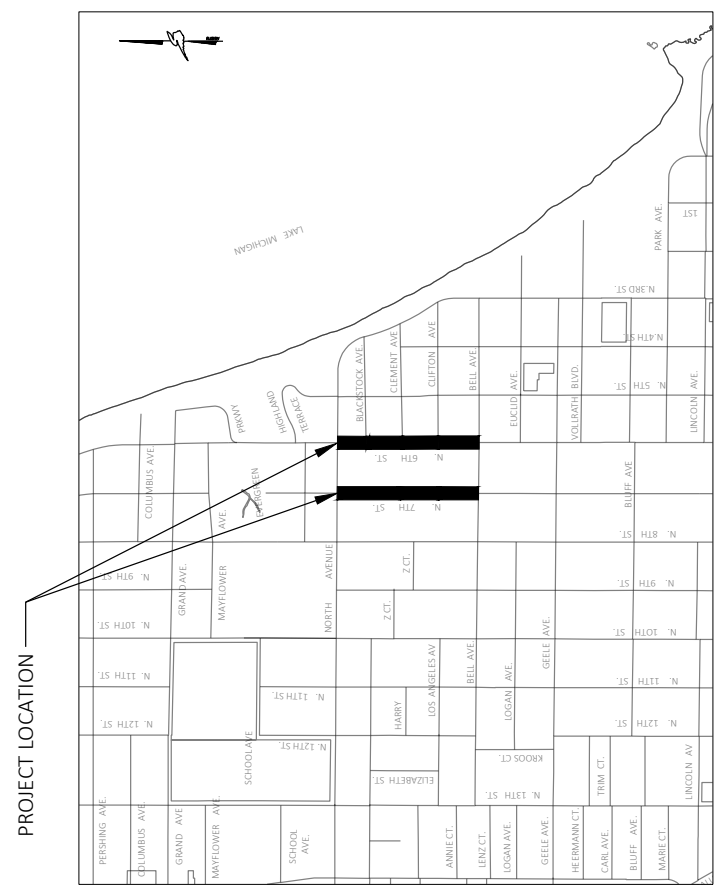


2025 STREET IMPROVEMENTS

NORTH 6TH STREET & NORTH 7TH STREET

(BELL AVENUE - NORTH AVENUE)

MARCH 2025



PROJECT LOCATION

NOT TO SCALE

INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
1	000 CV
2	001 GN
3	020 PO
4	030 SC
5-6	040 CD 1-2
7-20	040 CD 3-16
21-26	050 RD 1-6
27	110 EC
28-33	115 EC 1-6
34-39	200 SAN 1-6
40-45	205 SS 1-6
46	305 TC
47-52	310 PM 1-6
53-58	400 PP 1-6
59-64	600 PD 1-6
65-66	601 PD 1-2
67-71	602 RD 1-5
72-75	700 MQ 1-4

2025 STREET IMPROVEMENTS
NORTH 6TH STREET & NORTH 7TH STREET
(BELL AVENUE - NORTH AVENUE)

TITLE SHEET

CITY OF SHEBOYGAN
PUBLIC WORKS
City of Sheboygan
Department of Public Works
Engineering Division
2025 New Jersey Avenue
Sheboygan, WI 53081
Kevin Jump, PE - CH Engineer

Designed By	TM
Drawn By	TM
Checked By	KJ
Plot Date	3/3/2025
Plot No.	C25-06
Project Date	MARCH 2025
Sheet No.	1
Drawing No.	000 CV-1

Item 8.

North 6th Street and North 7th Street (#9578887)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

03/21/2025 10:00 AM CDT

LaLonde Contractors, Inc.

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
	1	1	Mobilization	LS	1	\$44,042.06	\$44,042.06
	2	2	Traffic Control	LS	1	\$6,000.00	\$6,000.00
	3	3	Traffic Control Detour	LS	1	\$3,250.00	\$3,250.00
	4	4	Traffic Control PCMS	Days	7	\$75.00	\$525.00
	5	5	Construction Staking	LS	1	\$8,399.04	\$8,399.04
	6	6	Clearing and Grubbing	LS	1	\$5,000.00	\$5,000.00
	7	7	Removing Curb and Gutter	LF	1400	\$8.33	\$11,662.00
	8	8	Removing Concrete Sidewalk	SY	400	\$19.76	\$7,904.00
	9	9	Removing Pavement	SY	2200	\$15.14	\$33,308.00
	10	10	Removing Sanitary Manholes	Each	2	\$1,500.00	\$3,000.00
	11	11	Removing Inlets	Each	10	\$500.00	\$5,000.00
	12	12	Removing Inlet Lead	LF	23	\$20.00	\$460.00
	13	13	Abandoning Inlet Lead	LF	197	\$21.00	\$4,137.00
	14	14	Milling Pavement 3.5-Inch	SY	9500	\$3.35	\$31,825.00
	15	15	Butt Joints	SY	200	\$5.00	\$1,000.00
	16	16	Adjusting Storm Manholes Minor	Each	1	\$800.00	\$800.00
	17	17	Storm Manhole Castings	Each	1	\$1,500.00	\$1,500.00
	18	18	Adjusting Sanitary Manholes Minor	Each	6	\$600.00	\$3,600.00
	19	19	Sanitary Manhole, 4-FT Dia	Each	1	\$5,800.00	\$5,800.00
	20	20	Sanitary Manhole Castings	Each	7	\$1,600.00	\$11,200.00
	21	21	Adjusting Inlets Minor	Each	6	\$600.00	\$3,600.00
	22	22	Inlets, Type N1	Each	9	\$2,200.00	\$19,800.00
	23	23	Inlet Castings	Each	15	\$1,500.00	\$22,500.00
	24	24	Tuck Point Rings	Each	9	\$200.00	\$1,800.00
	25	25	HMA Pavement 4 LT 58-28 S (2" Binder)	Tons	1045	\$75.80	\$79,211.00
	26	26	HMA Pavement 4 LT 58-28 S (1.5" Surface)	Tons	785	\$81.60	\$64,056.00
	27	27	Tack Coat (0.06 Gal/SY/app)	Gal	1140	\$3.00	\$3,420.00
	28	28	Concrete Sidewalk 4-Inch	SF	3000	\$8.38	\$25,140.00
	29	29	Base Aggregate Dense 3/4-Inch	Tons	75	\$32.08	\$2,406.00
	30	30	Base Aggregate Dense 1 1/4-Inch	Tons	1500	\$27.18	\$40,770.00
	31	31	Concrete Base 7-Inch	SY	2750	\$57.85	\$159,087.50
	32	32	Detectable Warning Fields	SF	240	\$39.50	\$9,480.00
	33	33	Concrete Curb and Gutter 24-Inch, 4-Inch Curb Head	LF	2100	\$28.70	\$60,270.00
	34	34	Concrete Curb and Gutter 24-Inch, 6-Inch Curb Head	LF	450	\$45.77	\$20,596.50
	35	35	Pedestrian Curb	LF	80	\$48.59	\$3,887.20
	36	36	Sloped Island Nose	SF	500	\$15.73	\$7,865.00
	37	37	12-Inch PVC Storm Sewer	LF	238	\$137.00	\$32,606.00
	38	38	Relay 8-Inch Sanitary Sewer	LF	700	\$165.00	\$115,500.00
	39	39	Sanitary Sewer Lateral, 6-Inch PVC	LF	700	\$125.00	\$87,500.00
	40	40	Re-Instate Sanitary Sewer Lateral, 6-Inch	Each	15	\$400.00	\$6,000.00
	41	41	Water Service Connection and Curb Stop	Each	21	\$2,600.00	\$54,600.00
	42	42	Pavement Marking 4-Inch	LF	275	\$2.95	\$811.25
	43	43	Pavement Marking Crosswalk 6-Inch	LF	545	\$4.55	\$2,479.75
	44	44	Pavement Marking Stop Bar 12-Inch	LF	35	\$9.15	\$320.25
	45	45	Pavement Marking Island Nose	SF	500	\$9.15	\$4,575.00
	46	46	Inlet Protection	Each	40	\$50.00	\$2,000.00
	47	47	Rock Bags	Each	25	\$12.00	\$300.00
	48	48	Topsoil	SY	1500	\$4.95	\$7,425.00
	49	49	Hydro-Seed	SY	1500	\$3.25	\$4,875.00
	50	50	Sawing Concrete	LF	5300	\$2.35	\$12,455.00
	51	51	Allowance - Televising Video Conversion	LS	1	\$5,000.00	\$5,000.00
Total							\$1,048,748.55

Sanitary Cost: \$223,800.00

Roadway Cost: \$824,948.55



AGENDA ITEM MEMORANDUM

DATE: 4/3/2025

TO: Public Works Committee

FROM: Kevin Jump, PE – City Engineer

SUBJECT: Resolution 194-24-25 – Authorizing the appropriate City Officials to enter into a contract with Vinton Construction Company for the North Commerce Street Improvements.

ISSUE

Should the Public Works Committee recommend signing an agreement with Vinton Construction Company for the construction of the North Commerce Street Improvements?

STAFF RECOMMENDATION

Staff recommends approval of the contract.

BACKGROUND/DISCUSSION

Improvements to North Commerce Street are identified in the 2025-2029 Capital Improvement Plan as part of TID 21. North Commerce Street between Pennsylvania Avenue and Wisconsin Avenue will be relocated to the west, with the new intersection of Pennsylvania Avenue and North Commerce Street being moved approximately 300 feet to the west.

The construction will include a new concrete roadway, street lighting, trail lighting, storm sewer, sanitary sewer, water main, a paved riverwalk, an accessible kayak launch, and boat docks with a kayak launch. The Shoreland 400 Trail will be relocated to be parallel to the new North Commerce Street. Also included at the intersection of North Commerce Street and Pennsylvania Avenue will be a new large bus shelter with bicycle storage.

Three bids were received for the project:

Contractor	Bid Amount
Vinton Construction Company	\$3,973,404.21
Buteyn-Peterson Construction Company	\$4,054,207.89
LaLonde Contractors, Inc.	\$4,835,597.01

Vinton Construction Company is the lowest bidder. They have provided all the required documentation as part of their bid, and they had an Approved Bidder's Proof of Responsibility on file, as per City Ordinance.

FUNDING IMPACT

Funds will be drawn from the following accounts:

Account	Description	Amount
421660-641200	TID 21 Fund – Street Improvements	\$3,973,404.21

IF APPROVED, NEXT STEPS:

The contractor will be sent a notice of award, and contracts will be executed.

DEPARTMENT OF
PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

920/459-3440
sheboyganwi.gov

**CITY OF SHEBOYGAN
RESOLUTION 194-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

APRIL 2, 2025.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Vinton Construction Company for the North Commerce Street Improvements.

WHEREAS, the City of Sheboygan has advertised for bids to construct the North Commerce Street Improvements (the “Project”); and

WHEREAS, the lowest bid of the three (3) received was from Vinton Construction Company for \$3,973,404.21; and

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

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

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

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from Acct. No. 421660-641200 (TID 21 Fund – Street Improvements), 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

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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
Vinton Construction Company ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: North Commerce Street Improvements, from Pennsylvania Avenue to Wisconsin Avenue

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Kapur & Associates, Inc.
 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 1, 2026 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.

4.03 *Milestones*
 A. Parts of the Work must be substantially completed on or before the following Milestone(s):

- Milestone 1: All work required including but not limited to excavation, filling, grading, shaping, hauling, etc. within "Area A of the Development Site" as shown on Sheet 48 of the plans, shall be complete by August 1, 2025.
- Milestone 2: All Asphalt Path and associated street lighting conduit and concrete bases generally east of North Commerce Street to the Sheboygan River shall be completed on or before August 1, 2025.
- Milestone 3: All work required including but not limited to excavation, filling, grading, shaping, hauling, etc. within "Area B of the Development Site" as shown on Sheets 48 and 49 of the plans, shall be complete by October 1, 2025.
- Milestone 4: All Asphalt Paving shall be completed on or before October 11, 2025.

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5. Milestone 5: All remaining work, except installation of the Pier and associated work with it, shall be completed by November 1, 2025 and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following completion of Milestone 4.
6. Milestone 6: Pennsylvania Avenue shall be completed and open to traffic 20-working days after closure. This includes all pavement removals, excavation, grading, storm sewer, concrete curb & gutter and concrete pavement. All other associated work within Pennsylvania Avenue, including but not limited to, watermain installation, concrete sidewalk, curb ramps, electrical items, pavement marking, landscaping, bus shelter installation, can be completed outside of this 20-working day closure under a single lane closure. Any additional Traffic Control and/or flagging necessary to complete these operations with a single lane closure or detour signage during the 20-working day closure of Pennsylvania Avenue is included in the Traffic Control Bid Item. Watermain utility trenches within Pennsylvania Avenue shall be asphalt temporary patched until the concrete pavement work begins. The asphalt temporary patch is incidental to the overall project.

4.04 Liquidated Damages

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

4.05 Special Damages

- C. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure

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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.


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

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- 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).
 - 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 3/18/2025
 6. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid consisting of 2 pages.
 7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed,
 - b. Work Change Directives,
 - c. Change Orders,
 - d. Field Order,
 - e. Task Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.


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- 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:
- Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 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.
 - Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 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.
 - 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.
 - 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.
 - 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.
 - 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.
 - 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.
 - The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

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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 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:
(Signatures authorized pursuant to Res. ____-__24-25)

City of Sheboygan

By:

(signature)
Name, Title: Ryan Sorenson, Mayor

Date: _____

Attest:

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

Date: _____

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

Approved by:

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

Approved as to form and Execution by:

(signature)
Name, Title:
Date: _____

CONTRACTOR:


Vinton Construction Company

By:

(signature)
Name, Title: _____ (printed)

Date: _____

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

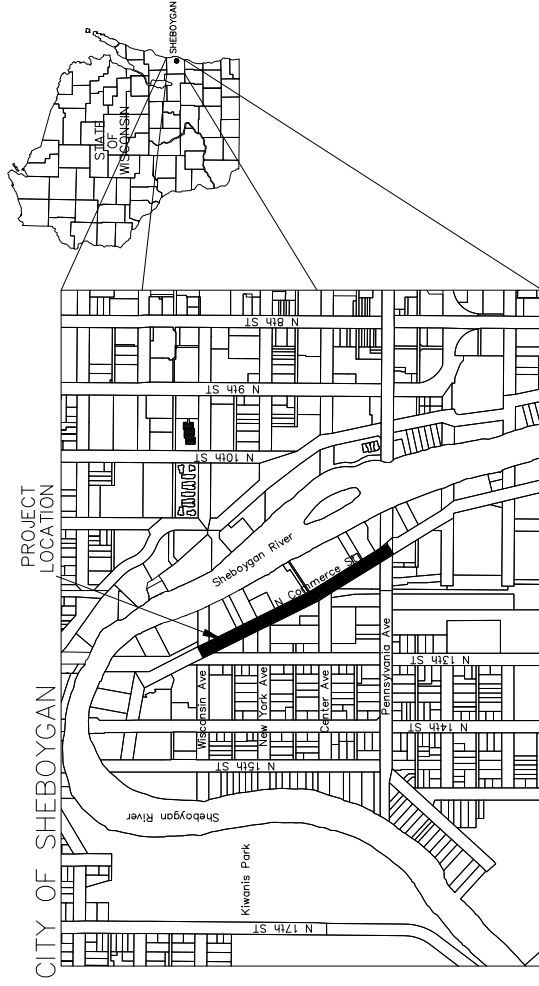
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**North Commerce Street Improvements
Pennsylvania Avenue to Wisconsin Avenue**

SECTION	TITLE	Pages
00 00 00	PROCUREMENT AND CONTRACTING REQUIREMENTS	
	Introductory Information	
00 01 01	Cover	1
00 01 10	Table of Contents	2
	Procurement Requirements	
00 11 13	Advertisement for Bids	2
00 21 13	Instructions for Bidders	10
00 41 43	Bid Form	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 Form	1
00 62 76	Application for Payment	2
00 63 13	Request for Information	1
00 63 63	Change Order Form	2
00 65 16	Certificate of Substantial Completion	1
00 65 18	Contractor's Affidavit of Compliance Certification and Release	1
00 65 19	Consent of Surety to Final Payment	1
00 72 00	Standard General Conditions of the Construction Contract – 2018	71
00 73 00	Supplementary Conditions	14
	GENERAL REQUIREMENTS	
01 11 00	Summary of Work	3
01 14 00	Work Restrictions	5
01 43 00	Quality Assurance	2
01 57 19	Temporary Environmental Controls	2
01 71 23	Construction Staking	2
01 78 00	Closeout Requirements	2
01 78 19	Project Record Requirements	2
	SPECIAL PROVISIONS	51

SECTION	TITLE	Pages
	APPENDIX A	
	Geotechnical Report	
	APPENDIX B	
	Environmental Report	
	APPENDIX C	
	Kayak Launch Details	
	APPENDIX D	
	Pier Details	
	APPENDIX E	
	Bus Stop Details	
	APPENDIX F	
	RRFB Details	
	APPENDIX G	
	Bench Details	
	APPENDIX H	
	Lighting Details	

CITY OF SHEBOYGAN, WISCONSIN COMMERCE STREET RECONSTRUCTION FROM PENNSYLVANIA AVENUE TO WISCONSIN AVENUE



INDEX OF SHEETS

PAGE 1	TITLE SHEET
PAGE 2	CONTROL DIAGRAM
PAGE 3	GENERAL NOTES
PAGE 4	EROSION CONTROL NOTES
PAGE 5	EXISTING SITE CONDITIONS PLAN
PAGE 6-11	SITE DEMOLITION PLANS
PAGE 12-17	SITE UTILITY DEMOLITION PLANS
PAGE 18-21	WATER MAIN PLAN & PROFILES
PAGE 22-25	SEWER MAIN PLAN & PROFILES
PAGE 26-30	STORM SEWER PLAN & PROFILES
PAGE 31-33	LIGHTING & STREET TREE PLANS
PAGE 34	LIGHTING QUANTITY PLAN
PAGE 35-36	LANDSCAPING DETAILS
PAGE 37-42	STREET PLAN & PROFILE
PAGE 43-46	RIVERWALK PLAN & PROFILE
PAGE 47-48	KATOK LAUNCHING & GRADING PLAN
PAGE 49-49	PRIVATE DEVELOPMENT GRADING PLAN
PAGE 50-54	STREET CROSS-SECTION PLANS
PAGE 55-59	RIVERWALK CROSS-SECTION PLANS
PAGE 60	RIVERWALK DOCK CROSS SECTIONS
PAGE 61-67	KATOK CROSS SECTIONS
PAGE 68-70	PAVEMENT DETAILS
PAGE 71-85	CONSTRUCTION MARKING & JOINTING PLANS

STANDARD SYMBOLS

SAW CUT	EXISTING SANITARY SEWER & MANHOLE
PROPOSED SANITARY SEWER & MANHOLE	EXISTING STORM SEWER & MANHOLE
PROPOSED STORM SEWER & MANHOLE	EXISTING WATER MAIN, HYDRANT, VALVE & CURB STOP
PROPOSED WATER MAIN, HYDRANT, VALVE & CURB STOP	REPLACE WATER LATERAL
EXISTING GAS MAIN & VALVE	EXIST. UNDERGROUND TELEPHONE CABLE, M.H.
EXIST. UNDERGROUND TELEPHONE CABLE, M.H.	EXIST. UNDERGROUND FIBER OPTIC CABLE, M.H.
EXIST. UNDERGROUND ELECTRIC CABLE, M.H.	EXIST. UNDERGROUND TELEVISION CABLE, M.H.
EXIST. UNDERGROUND UTILITY	EXIST. UNGRD. UTILITIES PER PLUMBING AS-BUILT PLANS
UTILITIES ABANDONED, UTILITIES TO BE ABANDONED	STREET CENTERLINE & REFERENCE LINE (C/L, R/L)
EXISTING RIGHT-OF-WAY LINE	PROPOSED RIGHT-OF-WAY LINE
MINOR LOT LINE	PROPERTY LINE
EROSION BALES, INLET PROTECTION	SILT FENCE

1" IRON PIPE - 3/4" IRON ROD	TREE (DECIDUOUS)
RIGHT-OF-WAY POST	TREE (CONIFEROUS)
CONTROL POINT	TREE STUMP
CONCRETE MONUMENT	WOODED AREA
BENCHMARK FOUND	HEDGE
POWER POLE	MARSH LOCATION
TELEPHONE POLE	TREE REMOVAL
LAMP POLE (PRIVATE)	WOODED AREA REMOVAL
STREET LIGHT	BLOCK WALL
GUY WIRE & GUY POLE	STONE WALL
SIGN PRIVATE, PUBLIC	BUILDINGS
UTILITY CAUTION SYMBOL	CURB STOP EXISTING, PROPOSED
BUSH	FLAGPOLE
	MAIL BOX
	HYDRANT EXISTING, PROPOSED
	WATER VALVE EXISTING, PROPOSED

North Commerce Street Improvements (#9569645)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

03/20/2025 10:00 AM CDT

Vinton Construction Company

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price2	Extension3
	1	201.011	Clearing	SY	1375	\$4.00	\$5,500.00
	2	201.021	Grubbing	SY	1375	\$4.00	\$5,500.00
	3	201.012	Clearing	ID	140	\$55.00	\$7,700.00
	4	201.022	Grubbing	ID	150	\$30.00	\$4,500.00
	5	204.01	Removing Concrete Pavement	SY	8325	\$2.00	\$16,650.00
	6	204.015	Removing Curb & Gutter	LF	810	\$10.00	\$8,100.00
	7	204.0155	Removing Concrete Sidewalk	SY	2960	\$10.00	\$29,600.00
	8	204.017	Removing Fence - Return to Owner	LF	205	\$2.00	\$410.00
	9	204.017	Removing Fence - Contractor to Dispose	LF	720	\$2.00	\$1,440.00
	10	204.021	Removing Manholes	EACH	10	\$495.00	\$4,950.00
	11	204.0215	Removing Catch Basins	EACH	22	\$353.00	\$7,766.00
	12	204.0245	Removing Storm Sewer	LF	1250	\$20.00	\$25,000.00
	13	205.01	Excavation Common	CY	16890	\$13.75	\$232,237.50
	14	205.01	Excavation Common - EBS - Undistributed	CY	1850	\$15.00	\$27,750.00
	15	205.0501.S	Excavation, Hauling, Stockpiling, and Disposal of Contaminated Soil (Undistributed)	CY	2055	\$130.00	\$267,150.00
	16	205.0502.S	Excavation, Hauling, Stockpiling, and On-site Placement of Contaminated Soil (Undistributed)	CY	1520	\$20.00	\$30,400.00
	17	208.01	Borrow - Undistributed	CY	1000	\$0.01	\$10.00
	18	305.011	Base Aggregate Dense 3/4-Inch	TON	85	\$15.00	\$1,275.00
	19	305.012	Base Aggregate Dense 1 1/4-Inch	TON	7625	\$15.00	\$114,375.00
	20	311.011	Breaker Run - Undistributed	TON	3880	\$15.00	\$58,200.00
	21	415.008	Concrete Pavement 8-Inch	SY	8315	\$43.17	\$358,958.55
	22	465.012	Asphaltic Surface Driveways and Field Entrances	TON	640	\$135.34	\$86,617.60
	23	522.1024	Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	EACH	1	\$3,636.00	\$3,636.00
	24	522.103	Apron Endwalls for Culvert Pipe Reinforced Concrete 30-Inch	EACH	1	\$4,310.00	\$4,310.00
	25	601.015	Concrete Curb Integral Type D	LF	620	\$48.00	\$29,760.00
	26	601.0409	Concrete Curb & Gutter 30-Inch Type A	LF	2840	\$48.00	\$136,320.00
	27	602.041	Concrete Sidewalk 5-Inch	SF	18250	\$6.75	\$123,187.50
	28	602.0515	Curb Ramp Detectable Warning Field Natural Patina	SF	440	\$36.00	\$15,840.00
	29	602.081	Concrete Driveway 6-Inch	SY	675	\$68.50	\$46,237.50
	30	602.15	Concrete Steps	SF	310	\$75.00	\$23,250.00
	31	606.03	Riprap Heavy	CY	500	\$95.00	\$47,500.00
	32	608.0412	Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	LF	222	\$76.80	\$17,049.60
	33	608.0415	Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	LF	46	\$86.20	\$3,965.20
	34	608.0418	Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch	LF	176	\$98.60	\$17,353.60
	35	608.0424	Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch	LF	354	\$114.90	\$40,674.60
	36	608.043	Storm Sewer Pipe Reinforced Concrete Class IV 30-Inch	LF	292	\$166.50	\$48,618.00
	37	611.1004	Catch Basins 4-FT Diameter	EACH	3	\$3,680.00	\$11,040.00
	38	611.1005	Catch Basins 5-FT Diameter	EACH	1	\$5,135.00	\$5,135.00
	39	611.123	Catch Basins 2x3-FT	EACH	20	\$2,873.00	\$57,460.00
	40	611.2004	Manholes 4-FT Diameter	EACH	9	\$3,605.00	\$32,445.00
	41	611.2005	Manholes 5-FT Diameter	EACH	4	\$5,495.00	\$21,980.00
	42	611.811	Adjusting Manhole Covers - Sanitary	EACH	6	\$500.00	\$3,000.00
	43	611.811	Adjusting Manhole Covers - Storm	EACH	3	\$500.00	\$1,500.00
	44	619.1	Mobilization	EACH	1	\$375,500.00	\$375,500.00
	45	624.01	Water - For Dust Control - Undistributed	MGAL	100	\$20.00	\$2,000.00
	46	625.01	Topsoil - Undistributed	SY	2000	\$7.30	\$14,600.00
	47	625.05	Salvaged Topsoil	SY	2550	\$7.30	\$18,615.00
	48	627.02	Mulching	SY	4550	\$0.40	\$1,820.00
	49	628.1504	Silt Fence	LF	1190	\$2.13	\$2,534.70
	50	628.152	Silt Fence Maintenance	LF	1190	\$0.01	\$11.90
	51	628.155	Silt Screen	LF	2200	\$38.00	\$83,600.00
	52	628.702	Inlet Protection Type D	EACH	30	\$125.00	\$3,750.00
	53	628.756	Tracking Pads	EACH	1	\$2,000.00	\$2,000.00
	54	629.021	Fertilizer Type B	CWT	25.5	\$80.00	\$2,040.00
	55	630.014	Seeding Mixture No. 40	LB	1810	\$13.00	\$23,530.00
	56	630.05	Seed Water	MGAL	500	\$1.00	\$500.00
	57	632.0101	Trees (Prairie Sentinel Hackberry, B&B, 2")	EACH	6	\$575.00	\$3,450.00
	58	632.0101	Trees (Beacon Swamp White Oak, B&B, 2")	EACH	8	\$575.00	\$4,600.00
	59	632.0101	Trees (Autumn Brilliance Serviceberry, B&B, 2")	EACH	10	\$575.00	\$5,750.00
	60	632.0101	Trees (Heritage River Birch, B&B, 2")	EACH	6	\$575.00	\$3,450.00
	61	632.0101	Trees (Parkland Pillar Birch, B&B, 2")	EACH	10	\$575.00	\$5,750.00
	62	634.0814	Posts Tubular Steel 2x2-Inch x 14-FT	EACH	9	\$210.00	\$1,890.00
	63	637.221	Signs Type II Reflective H	SF	31.08	\$22.00	\$683.76
	64	637.223	Signs Type II Reflective F	SF	18.75	\$23.00	\$431.25
	65	638.2102	Moving Signs Type II	EACH	7	\$40.00	\$280.00
	66	638.2602	Removing Signs Type II	EACH	19	\$12.00	\$228.00
	67	638.3	Removing Small Sign Supports	EACH	19	\$15.00	\$285.00
	68	638.4	Moving Small Sign Supports	EACH	7	\$40.00	\$280.00
	69	643.5	Traffic Control (Project)	EACH	1	\$10,000.00	\$10,000.00
	70	645.012	Geotextile Type HR	SY	940	\$4.00	\$3,760.00
	71	645.014	Geotextile Type SAS	SY	4550	\$3.00	\$13,650.00
	72	645.022	Geogrid Type SR - Undistributed	SY	5815	\$1.75	\$10,176.25

73	646.1005	Marking Line Paint 4-Inch (Latex, White)	LF	465	\$1.00	\$465.00
74	646.1005	Marking Line Paint 4-Inch (Latex, Yellow)	LF	2590	\$1.00	\$2,590.00
75	646.5005	Marking Arrow Paint (Latex)	EACH	4	\$225.00	\$900.00
76	646.5205	Marking Symbol Paint (Latex)	EACH	4	\$250.00	\$1,000.00
77	646.6005	Marking Stop Line Paint 12-Inch (Latex)	LF	96.5	\$10.00	\$965.00
78	646.7405	Marking Crosswalk Paint Transverse Line 6-Inch (Latex)	LF	1280	\$9.25	\$11,840.00
79	652.0225	Conduit Rigid Nonmetallic Schedule 40 2-Inch	LF	5840	\$10.00	\$58,400.00
80	652.0235	Conduit Rigid Nonmetallic Schedule 40 3-Inch	LF	455	\$14.00	\$6,370.00
81	654.023	Concrete Control Cabinet Bases Type L30	EACH	1	\$2,200.00	\$2,200.00
82	655.061	Electrical Wire Lighting 12 AWG	LF	4320	\$0.80	\$3,456.00
83	655.0615	Electrical Wire Lighting 10 AWG	LF	4200	\$0.90	\$3,780.00
84	655.062	Electrical Wire Lighting 8 AWG	LF	5105	\$1.50	\$7,657.50
85	655.0625	Electrical Wire Lighting 6 AWG	LF	12100	\$1.85	\$22,385.00
86	656.0401	Electrical Service Main Lugs Only Meter Pedestal	EACH	1	\$1,500.00	\$1,500.00
87	659.223	Lighting Control Cabinets 240/480 30-Inch	EACH	1	\$8,900.00	\$8,900.00
88	690.015	Sawing Asphalt	LF	55	\$4.00	\$220.00
89	690.025	Sawing Concrete	LF	690	\$4.00	\$2,760.00
90	SPV.0001	Remove, Salvage, & Stockpile Brick Pavers	SF	37610	\$2.00	\$75,220.00
91	SPV.0002	Remove Bollards & Bases	EACH	4	\$200.00	\$800.00
92	SPV.0003	Remove & Dispose of Railway Electrical Box	EACH	2	\$475.00	\$950.00
93	SPV.0004	Remove, Salvage, & Re-install Bench	EACH	1	\$100.00	\$100.00
94	SPV.0005	Remove, Salvage, & Return Lighting Cabinet	EACH	1	\$550.00	\$550.00
95	SPV.0060	Adjusting Water Valve Boxes	EACH	11	\$250.00	\$2,750.00
96	SPV.0061	Remove Hydrant	EACH	7	\$495.00	\$3,465.00
97	SPV.0062	Remove Water Valve & Valve Box	EACH	11	\$375.00	\$4,125.00
98	SPV.0063	Remove Water Pipe	LF	1805	\$20.30	\$36,641.50
99	SPV.0064	Hydrant (7-FT Bury)	EACH	2	\$6,435.00	\$12,870.00
100	SPV.0064	Hydrant (7.5-FT Bury)	EACH	1	\$6,535.00	\$6,535.00
101	SPV.0064	Hydrant (8-FT Bury)	EACH	1	\$7,069.00	\$7,069.00
102	SPV.0065	Hydrant Lead 6-Inch	LF	142	\$139.60	\$19,823.20
103	SPV.0066	Ductile Iron Watermain - 6-Inch	LF	62	\$141.50	\$8,773.00
104	SPV.0067	Ductile Iron Watermain - 8-Inch	LF	134	\$167.60	\$22,458.40
105	SPV.0068	Ductile Iron Watermain - 12-Inch	LF	1282	\$212.70	\$272,681.40
106	SPV.0069	Ductile Iron Watermain - 16-Inch	LF	20	\$238.00	\$4,760.00
107	SPV.0070	Gate Valve & Valve Box 6-Inch	EACH	6	\$2,308.00	\$13,848.00
108	SPV.0071	Gate Valve & Valve Box 8-Inch	EACH	2	\$3,193.00	\$6,386.00
109	SPV.0072	Gate Valve & Valve Box 12-Inch	EACH	4	\$5,432.00	\$21,728.00
110	SPV.0073	1-Inch Copper Water Service	LF	42	\$176.60	\$7,417.20
111	SPV.0100	Polymer Concrete Pull Box 13x24-IN Special	EACH	19	\$675.00	\$12,825.00
112	SPV.0101	Concrete Base Special	EACH	47	\$1,750.00	\$82,250.00
113	SPV.0102	Path Lighting Assembly 14-FT	EACH	22	\$2,110.00	\$46,420.00
114	SPV.0103	Street Lighting Assembly 30-FT	EACH	7	\$5,265.00	\$36,855.00
115	SPV.0104	Salvage & Re-install Lighting Assembly	EACH	18	\$800.00	\$14,400.00
116	SPV.0170	Test Rolling Special	STA	18	\$280.00	\$5,040.00
117	SPV.0190	Bentonite Trench Dam	EACH	4	\$1,212.00	\$4,848.00
118	SPV.3800	Remove Sanitary Sewer Pipe	LF	400	\$24.00	\$9,600.00
119	SPV.3801	Sanitary Manhole 4-FT	VF	37.3	\$489.00	\$18,239.70
120	SPV.3802	PVC Sanitary Sewer 10-Inch (Granular Backfill) Special	LF	370	\$107.40	\$39,738.00
121	SPV.3803	Sanitary Manhole Seal - Internal/External Special	EACH	4	\$547.00	\$2,188.00
122	SPV.3804	Manhole Frame & Grate (R-1550-A)	EACH	17	\$780.00	\$13,260.00
123	SPV.3805	Sanitary Manhole 6-FT	VF	14.9	\$1,254.00	\$18,684.60
124	SPV.5100	Catch Basin Frame & Grate (R-3067-L)	EACH	9	\$778.00	\$7,002.00
125	SPV.5101	Catch Basin Frame & Grate (R-3067-R)	EACH	24	\$778.00	\$18,672.00
126	SPV.5102	PVC Storm Sewer 12-Inch (Granular Backfill) Special	LF	568	\$70.90	\$40,271.20
127	SPV.5103	Core Existing Structure 12-Inch Special	EACH	7	\$600.00	\$4,200.00
128	SPV.5104	Core Existing Structure 15-Inch Special	EACH	1	\$700.00	\$700.00
129	SPV.7000	RRFB's	LS	1	\$5,500.00	\$5,500.00
130	SPV.7001	E-Z Dock Kayak Launch	LS	1	\$55,000.00	\$55,000.00
131	SPV.7002	E-Z Dock Pier System	LS	1	\$120,000.00	\$120,000.00
132	SPV.7003	Install Bus Shelter	LS	1	\$500.00	\$500.00
133	SPV.7004	Install Bench #131-6? by Dumor Inc	EACH	2	\$1,727.00	\$3,454.00
134	SPV.9019	Native Seeding Mixture Special	LB	90	\$20.00	\$1,800.00
135	SPV.9900	Construction Staking	LS	1	\$23,100.00	\$23,100.00
136	SPV.9901	Removing Soldier Pile and Lagging	LS	1	\$15,000.00	\$15,000.00
137	SPV.9902	Removing Steel Crane Boat Hoist	LS	1	\$10,000.00	\$10,000.00
138	SPV.9903	Removing Existing Foundations, Frost Walls and Footings.	LS	1	\$120,000.00	\$120,000.00
Total						\$3,973,404.21



AGENDA ITEM MEMORANDUM

DATE: 4/3/2025

TO: Public Works Committee

FROM: Kevin Jump, PE – City Engineer

SUBJECT: Resolution 195-24-25 – Authorizing the appropriate City Officials to enter into a contract with Cornerstone Pavers, LLC for the construction of the 2025 Street Improvements – South 18th Street (Washington Avenue to Mead Avenue).

ISSUE

Should the Public Works Committee recommend signing an agreement with Cornerstone Pavers, LLC for Improvements to South 18th Street?

STAFF RECOMMENDATION

Staff recommends approval of the contract.

BACKGROUND/DISCUSSION

Improvements to South 18th Street between Washington Avenue and Mead Avenue are identified in the 2025-2029 Capital Improvement Plan. The pavement rating for this road is 3 out of 10 and was constructed between 1968 and 1970.

Wisconsin Public Service will also be upgrading its gas utilities along South 18th Street.

The construction will generally include concrete pavement repairs, ADA sidewalk ramps, and storm sewer modifications.

Five bids were received for the project:

Contractor	Bid Amount
Cornerstone Pavers, LLC	\$528,321.20
Vinton Construction Company	\$541,901.70
Sommers Construction Co., Inc.	\$565,345.70
LaLonde Contractors, Inc.	\$581,479.30
Forward	\$586,810.00

Cornerstone Pavers, LLC is the lowest bidder. They have provided all the required documentation as part of their bid, and they had an Approved Bidder's Proof of Responsibility on file, as per City Ordinance.

FUNDING IMPACT

Funds will be drawn from the following accounts:

Account	Description	Amount
400300-641200	Capital Project Fund – Public Works – Street Improvements	\$528,321.20

IF APPROVED, NEXT STEPS:

The contractor will be sent a notice of award, and contracts will be executed.

DEPARTMENT OF
PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

920/459-3440
sheboyganwi.gov

**CITY OF SHEBOYGAN
RESOLUTION 195-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

APRIL 2, 2025.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Cornerstone Pavers, LLC for the 2025 Street Improvements –South 18th Street (Washington Avenue to Mead Avenue).

WHEREAS, the City of Sheboygan has advertised for bids to construct the 2025 Street Improvements –South 18th Street (Washington Avenue to Mead Avenue).) (the “Project”); and

WHEREAS, the lowest bid of the five (5) received was from Cornerstone Pavers, LLC for \$528,321.20; and

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

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

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached agreement with Cornerstone Pavers, LLC for the construction of the Project.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from Acct. No. 400300-641200 (Capital Projects Fund – Public Works – Street Improvements), 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		
		Section:	00 52 00		
		Bid Number:	C25-02	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
Cornerstone Pavers, 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: ***2025 Street Improvements, South 18th Street (Washington Avenue – Mead Avenue).***

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Dates*


- A. The Work will be substantially completed on or before August 15, 2025 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):

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
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		Bid Number:	C25-02	Page:	2 of 7


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

4.05 *Special Damages*

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

ARTICLE 5 – CONTRACT PRICE

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

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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:


	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
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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), 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 3/17/2025
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.

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

PROJECT MAN

	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)

City of Sheboygan

By:

(signature)

Name, Title:
Ryan Sorenson, Mayor

Date: _____

Attest:

By: _____

(signature)

Name, Title:
Meredith DeBruin, City Clerk

Date: _____

Address for giving notices:

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

Approved by:

(signature)

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

Date: _____

Approved as to form and Execution by:

(signature)

Name, Title:

Date: _____

CONTRACTOR:

Cornerstone Pavers, LLC

By:


(signature)

Name, Title: _____ (printed)

Date: _____

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


Address for giving notices:

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Table of Contents		
		Section:	00 01 10		
		Bid Number:	C25-02	Page:	1 of 2

**2025 Street Improvements
South 18th Street
(Washington Avenue – Mead Avenue)**

SECTION	TITLE	Pages
00 00 00	PROCUREMENT AND CONTRACTING REQUIREMENTS	
	Introductory Information	
00 01 01	Cover	1
00 01 10	Table of Contents	2
	Procurement Requirements	
00 11 13	Advertisement for Bids	2
00 21 13	Instructions for Bidders	10
00 41 43	Bid Form	6
00 41 44	Unit Price Worksheet	1
00 41 44.1	Quest Unit Price Worksheet	1
00 42 13	Bid Bond	2
00 45 13	Bidder's Proof of Responsibility	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 13	Request for Information	1
00 63 63	Change Order Form	2
00 65 16	Certificate of Substantial Completion	1
00 65 18	Contractor's Affidavit of Compliance Certification and Release	1
00 65 19	Consent of Surety to Final Payment	1
00 72 00	Standard General Conditions of the Construction Contract – 2018	78
00 73 00	Supplementary Conditions	14
	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 Documents	2
31 00 00	EARTHWORK	
31 25 00	Erosion Control and Site Maintenance	3

PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Table of Contents		
		Section:	00 01 10		
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SECTION	TITLE	Pages
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: C25-02

CITY OF SHEBOYGAN

DEPARTMENT OF PUBLIC WORKS



2025 STREET IMPROVEMENTS

SOUTH 18TH STREET

(WASHINGTON AVENUE - MEAD AVENUE)

DECEMBER 2024



NOT TO SCALE

Item 10.

INDEX OF SHEETS		
SHEET NO.	DRAWING NO.	DESCRIPTION
1	000 CV	TITLE SHEET
2	001 GN	GENERAL NOTES
3	002 PO	PROJECT OVERVIEW
4	030 SC	SURVEY CONTROL
5	040 CD 1	TYPICAL SECTIONS
6-15	040 CD 2-11	CONSTRUCTION DETAILS
16	110 EC	EROSION CONTROL - NOTES
17-23	115 EC 1-7	EROSION CONTROL DETAILS
24-25	305 TC 1-2	TRAFFIC CONTROL STAGING
26	310 TC	TRAFFIC CONTROL DETAILS
27-33	400 PL 1-7	PLAN SHEETS
34-38	602 RD 1-5	RAMP DETAILS
39-40	700 MQ 1-2	MISCELLANEOUS QUANTITIES

2025 STREET IMPROVEMENTS
SOUTH 18TH STREET
(WASHINGTON AVENUE - MEAD AVENUE)
TITLE SHEET

CITY OF SHEBOYGAN PUBLIC WORKS	
City of Sheboygan Department of Public Works 2025 New Levee Avenue Sheboygan, WI 53081	
Designed By	TM
Drawn By	TM
Checked By	KJ
Plot Date	12/02/2024
Plot No.	C25-02
Project Date	DECEMBER 2024
Sheet No.	1
Drawing No.	000 CV-1

2025 - Street Improvements - South 18th Street (#9460654)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

03/19/2025 10:00 AM CDT

						Cornerstone Pavers, LLC	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
COS							
	1	COS-1	Mobilization	LS	1	\$19,000.00	\$19,000.00
	2	COS-2	Traffic Control	LS	1	\$4,500.00	\$4,500.00
	3	COS-3	Traffic Conctrol PCMS Boards	Days	28	\$50.00	\$1,400.00
	4	COS-4	Construction Staking	LS	1	\$1,500.00	\$1,500.00
	5	COS-5	Removing Curb and Gutter	LF	125	\$8.00	\$1,000.00
	6	COS-6	Removing Concrete Sidewalk	SY	275	\$7.00	\$1,925.00
	7	COS-7	Removing Pavement	SY	4300	\$10.00	\$43,000.00
	8	COS-8	Adjusting Storm Manholes Minor	Each	2	\$600.00	\$1,200.00
	9	COS-9	Storm Manhole Castings	Each	2	\$1,000.00	\$2,000.00
	10	COS-10	Adjusting Sanitary Manholes Minor	Each	7	\$850.00	\$5,950.00
	11	COS-11	Adjusting Sanitary Manholes Major	Each	3	\$2,250.00	\$6,750.00
	12	COS-12	Sanitary Manhole Castings	Each	10	\$600.00	\$6,000.00
	13	COS-13	Adjusting Inlets Minor	Each	2	\$460.00	\$920.00
	14	COS-14	Inlet Castings	Each	2	\$730.00	\$1,460.00
	15	COS-15	Tuck Point Rings	Each	6	\$50.00	\$300.00
	16	COS-16	Concrete Sidewalk 4-Inch	SF	2400	\$12.36	\$29,664.00
	17	COS-17	Base Aggregate Dense 3/4-Inch	Tons	50	\$20.00	\$1,000.00
	18	COS-18	Concrete Pavement 7-Inch	SY	4000	\$59.50	\$238,000.00
	19	COS-19	Dowel Bars	Each	2950	\$12.50	\$36,875.00
	20	COS-20	Pavement Ties	Each	1200	\$7.66	\$9,192.00
	21	COS-21	Detectable Warning Fields	SF	212	\$36.00	\$7,632.00
	22	COS-22	Concrete Curb and Gutter 24-Inch	LF	1850	\$45.00	\$83,250.00
	23	COS-23	Pavement Marking Crosswalk 6-Inch	LF	350	\$9.60	\$3,360.00
	24	COS-24	Pavement Marking Stop Bar 12-Inch	LF	46	\$19.20	\$883.20
	25	COS-25	Inlet Protection	Each	25	\$60.00	\$1,500.00
	26	COS-26	Rock Bags	Each	20	\$13.00	\$260.00
	27	COS-27	Topsoil	SY	600	\$7.00	\$4,200.00
	28	COS-28	Hydro-Seed	SY	600	\$2.00	\$1,200.00
	29	COS-29	Sawing Concrete	LF	7200	\$2.00	\$14,400.00
Total							\$528,321.20



AGENDA ITEM MEMORANDUM

DATE: 4/3/2025

TO: Public Works Committee

FROM: Kevin Jump, PE – City Engineer

SUBJECT: Resolution 196-24-25 – Authorizing the appropriate City Officials to enter into a contract with Buteyn-Peterson Construction Company for the construction of the 2025 Street Improvements – North 25th Street (Superior Avenue to North Avenue).

ISSUE

Should the Public Works Committee recommend signing an agreement with Buteyn-Peterson Construction for improvements to North 25th Street?

STAFF RECOMMENDATION

Staff recommends approval of the contract.

BACKGROUND/DISCUSSION

Improvements to North 25th Street between Superior Avenue and North Avenue are identified in the 2025-2029 Capital Improvement Plan. The pavement rating for this road is a 4 out of 10, and it was constructed in 1954 and 1974.

This project was jointly bid with the Sheboygan Water Utility (SWU). As part of this project, SWU will replace approximately 2,400 linear feet of water main, along with 17 new water services. SWU will pay 100% of these costs with no city funds required. The contractor will submit pay requests directly to SWU for these costs.

The City's portion of the construction will generally include concrete pavement repairs, ADA sidewalk ramps, storm sewer modifications, sanitary sewer repairs, and an asphalt overlay.

The City's share of the costs is \$1,168,060.06, and SWU's share is \$875,756.25.

Two bids were received for the project:

Contractor	Bid Amount
Buteyn-Peterson Construction Company	\$2,043,816.91
LaLonde Contractors, Inc.	\$2,265,182.51

Buteyn-Peterson Construction Company is the lowest bidder. They have provided all the required documentation as part of their bid, and they had an Approved Bidder's Proof of Responsibility on file, as per City Ordinance.

FUNDING IMPACT

Funds will be drawn from the following accounts:

Account	Description	Amount
400300-641200	Capital Project Fund – Public Works – Street Improvements	\$1,037,889.82
630310-659200	Wastewater – Public Works – Equipment Replacement	\$130,170.84

DEPARTMENT OF
PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

920/459-3440
sheboyganwi.gov



AGENDA ITEM MEMORANDUM (CONT.)

IF APPROVED, NEXT STEPS:

The contractor will be sent a notice of award, and upon receipt of the award from the Sheboygan Water Utility, contracts will be executed.

**CITY OF SHEBOYGAN
RESOLUTION 196-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

APRIL 2, 2025.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company for the construction of the 2025 Street Improvements – North 25th Street (Superior Avenue – North Avenue).

WHEREAS, the City of Sheboygan has advertised for bids to construct the 2025 Street Improvements – North 25th Street (Superior Avenue – North Avenue) (the “Project”); and

WHEREAS, the lowest bid of the two (2) received was from Buteyn-Peterson Construction Company for \$2,043,816.91; and

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

WHEREAS, the low bid includes work to be paid for by the Sheboygan Water Utility in the amount of \$875,756.25; and

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

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

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

Acct. No. 400300-641200 (Capital Projects Fund – Public Works – Street Improvements)	\$1,037,889.82
Acct. No. 630310-659200 (Wastewater – PW Distribution – Equipment Replacement)	\$130,170.84


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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		Bid Number:	C25-01	Page:	1 of 7

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

THIS AGREEMENT is by and between City of Sheboygan ("Owner"), Sheboygan Water Utility ("Utility"), and Buteyn – Peterson Construction Company ("Contractor"). Owner, Utility, 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: ***2025 Street Improvements, North 25th Street (Superior Avenue – North Avenue).***
- 2.02 Owner and Utility are responsible for payment of the items as identified herein on the attached Contractor's Bid:
- A. Owner Items: Items in City of Sheboygan Column
 - B. Utility Items: Items in Sheboygan Water Utility Column

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. The Work will be substantially completed on or before August 1, 2025 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. Saemann Avenue and Main Avenue may be closed for no longer than 21 calendar days. After 21 calendar days, the intersections shall be re-opened to two-way traffic on final concrete pavement.
- 4.04 *Liquidated Damages*
- A. Contractor and Owner, and Utility recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner and Utility will suffer financial and other losses if the Work is not

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


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

4.05 *Special Damages*

- C. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner and Utility (1) for any fines or penalties imposed on Owner or Utility 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 or Utility 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 and Utility for the actual costs reasonably incurred by Owner and Utility 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 and Utility shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*


- A. Owner and Utility 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 and Utility 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, Utility and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner, Utility 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 and Utility 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 or Utility 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 and Utility 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.

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ARTICLE 7 – CONTRACT DOCUMENTS


7.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
 4. Drawings as listed in the table of contents of the drawings (copy of list attached and incorporated by reference).
 5. Addenda (not attached but incorporated by reference)
 - a. Number 1 dated 3/17/2025.
 - b. Number 2 dated 3/18/2025.
 6. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid consisting of 2 pages
 7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed,
 - b. Work Change Directives,
 - c. Change Orders,
 - d. Field Order,
 - e. Task Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

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

8.01 *Contractor's Representations*


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

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
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2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner,

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	A1 - 00 52 00		
		Bid Number:	C25-01	Page:	6 of 7

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


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

8.03 *Standard General Conditions*

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

(Continued on next page)

PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title: Agreement	
		Section: A1 - 00 52 00	
		Bid Number: C25-01	Page: 7 of 7

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:
(Signatures authorized pursuant to Res. ____-24-25)

City of Sheboygan

By:

(signature)

Name, Title:

Ryan Sorenson, Mayor

Date:

Attest:

By:

(signature)

Name, Title:

Meredith DeBruin, City Clerk

Date:

Address for giving notices:

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

Approved by:

(signature)

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

Date:

CONTRACTOR:

By:

(signature)

Name, Title:

_____ (printed)

Date:

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

Address for giving notices:

Approved By Sheboygan Water Utility

(signature)

Name, Title: Joe Trueblood, Superintendent


Date:

Approved as to form and Execution by:

(signature)

Name, Title:


Date:

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Table of Contents		
		Section:	00 01 10		
		Bid Number:	C25-01	Page:	1 of 2

**2025 Street Improvements
North 25th Street
(Superior Avenue – North Avenue)**

SECTION	TITLE	Pages
00 00 00	PROCUREMENT AND CONTRACTING REQUIREMENTS	
	Introductory Information	
00 01 01	Cover	1
00 01 10	Table of Contents	2
	Procurement Requirements	
00 11 13	Advertisement for Bids	2
00 21 13	Instructions for Bidders	10
00 41 43	Bid Form	6
00 41 44	Unit Price Worksheet	1
00 41 44.1	Quest Unit Price Worksheet	1
00 42 13	Bid Bond	2
00 45 13	Bidder's Proof of Responsibility	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 13	Request for Information	1
00 63 63	Change Order Form	2
00 65 16	Certificate of Substantial Completion	1
00 65 18	Contractor's Affidavit of Compliance Certification and Release	1
00 65 19	Consent of Surety to Final Payment	1
00 72 00	Standard General Conditions of the Construction Contract – 2018	78
00 73 00	Supplementary Conditions	14
	GENERAL REQUIREMENTS	
01 11 00	Summary of Work	2
01 14 00	Work Restrictions	5
01 21 00	Allowances	1
01 43 00	Quality Assurance	2
01 55 26	Traffic Control	2
01 57 19	Temporary Environmental Controls	2
01 71 23	Construction Staking	2
01 78 00	Closeout Requirements	2
01 78 19	Project Record Documents	2
31 00 00	EARTHWORK	
31 25 00	Erosion Control and Site Maintenance	3

PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Table of Contents		
		Section:	00 01 10		
		Bid Number:	C25-01	Page:	2 of 2

SECTION	TITLE	Pages
32 00 00	EXTERIOR IMPROVEMENTS	
32 10 00	Grading, Pavement, Curb and Gutter, and Sidewalk	5
33 00 00	UTILITIES	
33 01 31	Sewer Televising	5
33 01 31.1	Sewer Televising – Requirements for Digital Data Delivery	1
33 05 33	Sewer Piping	7
33 05 61	Concrete Manholes, Catch Basins and Inlets	7
33 10 00	SWU Specifications	17

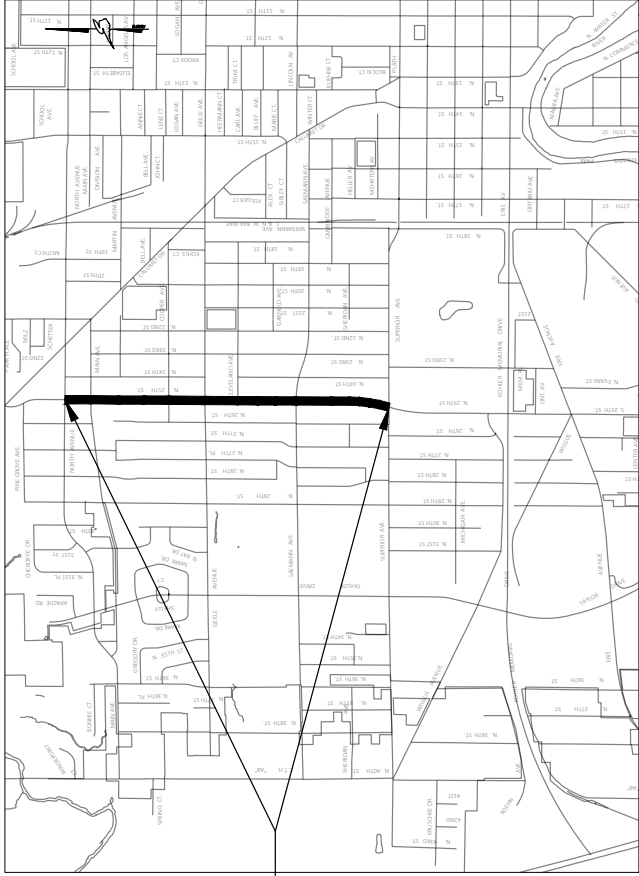


CITY OF SHEBOYGAN

DEPARTMENT OF PUBLIC WORKS

BID NUMBER: C25-01

2025 STREET IMPROVEMENTS NORTH 25TH STREET (SUPERIOR AVENUE - NORTH AVENUE) NOVEMBER 2024



PROJECT LOCATION

NOT TO SCALE

INDEX OF SHEETS		
SHEET NO.	DRAWING NO.	DESCRIPTION
1	000 CV	TITLE SHEET
2	001 GN	GENERAL NOTES
3	020 PO	PROJECT OVERVIEW
4	030 SC	SURVEY CONTROL
5	040 CD 1	TYPICAL SECTIONS
6-20	040 CD 2-16	CONSTRUCTION DETAILS
21-30	050 RD 1-10	REMOVAL DETAILS
31	110 EC	EROSION CONTROL - NOTES
32-40	115 EC 1-9	EROSION CONTROL DETAILS
41-49	205 SS 1-9	STORM AND SANITARY SEWER DETAILS
50	305 TC	TRAFFIC CONTROL
51	306 DT	DETOUR PLAN
52-60	310 PM 1-9	PAVEMENT MARKING DETAILS
61-70	400 PP 1-10	PLAN SHEETS
71-79	602 PP 1-9	RAMP DETAILS
80-83	700 MQ 1-4	MISCELLANEOUS QUANTITIES

2025 STREET IMPROVEMENTS
NORTH 25TH STREET
(SUPERIOR AVENUE - NORTH AVENUE)
TITLE SHEET

CITY OF SHEBOYGAN
PUBLIC WORKS
City of Sheboygan
Department of Public Works
2025 New Iceberg Avenue
Sheboygan, WI 53081
Kevin Jump, PE - City Engineer

NOTES:

- SEE SHEBOYGAN WATER UTILITY PLANS FOR LOCATION OF REMOVAL OF EXISTING WATER FACILITIES AND FOR NEW WATERMAIN INSTALLATION FROM SUPERIOR AVENUE CLEVELAND AVENUE.
- PAVEMENT REMOVAL LOCATIONS FOR NEW WATERMAIN INSTALLATION IS SHOWN ON THE REMOVAL DETAILS ON PAGES X-X OF THIS PLAN.
- CONCRETE PAVEMENT 7-INCH BASE AND CONCRETE PAVEMENT 7-INCH (FINISHED) LOCATIONS ARE SHOWN ON PAGES X-X OF THIS PLAN.

Item 11.

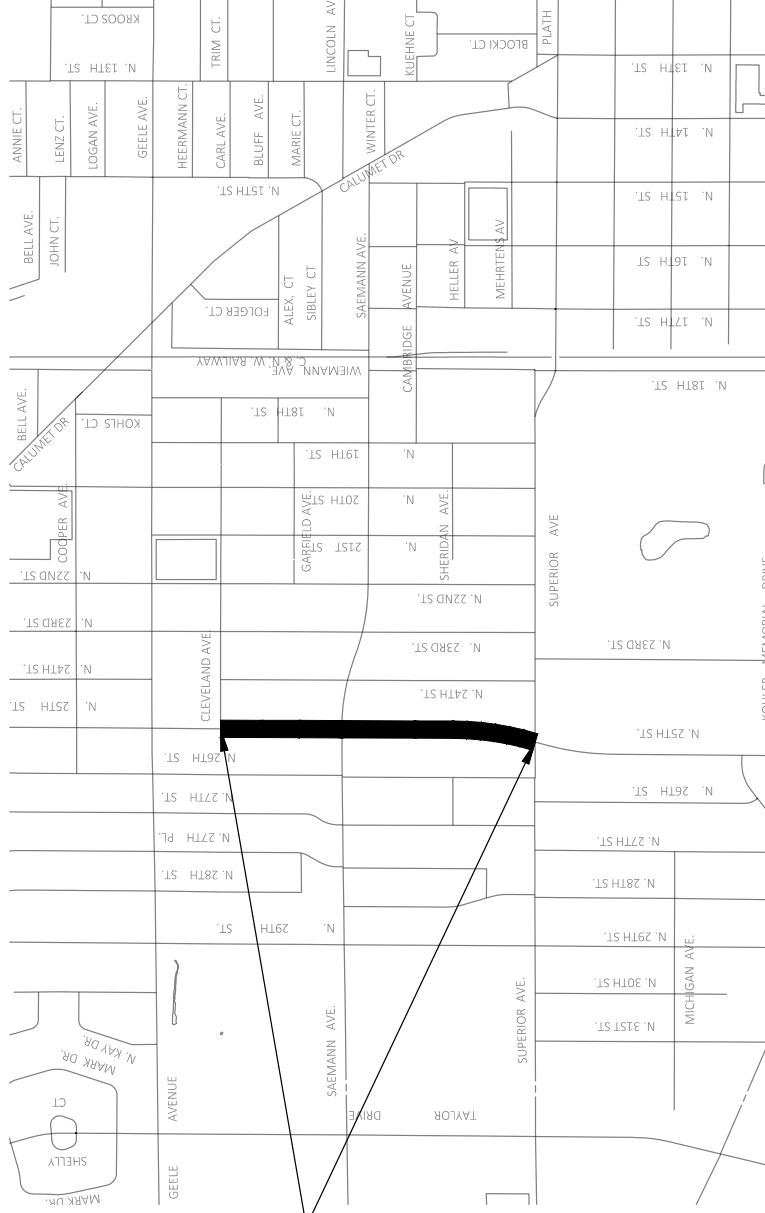
Designed By	TJM
Drawn By	TJM
Checked By	KJ
Plot Date	12/9/2024
Plot No.	C25-01
Project Date	NOVEMBER 2024
Sheet No.	1
Drawing No.	000 CV-1

NOVEMBER 2024

Date: Dec 09, 2024 - 3:14pm

sheets\210 WM Cover Page.dwg

PROJECT LOCATION

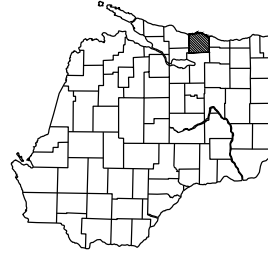


DIGGERS HOTLINE
MILWAUKEE (METRO)
414-344-5111
OUTSIDE METRO
1-800-242-8511

NOTE: RESPONSIBILITY FOR THE LOCATION OF UNDERGROUND FACILITIES IS AS ALLOCATED IN THE CONTRACT DOCUMENTS.

CONTACT INFORMATION

DAVID MCMILLAN
EMERGENCIES
POLICE DEPT.
FIRE & AMBULANCE
TRANSIT
CITY ENGINEER
PLUMBING INSPECTOR
STREETS & SANITATION
SHERIFF



INDEX OF SHEETS

SHEET NO.	DRAWING NO.	DESCRIPTION
1	210 WM-1	COVER PAGE
2	210 WM-2	GENERAL NOTES
3	210 WM-3	CONSTRUCTION DETAILS
4	210 WM-4	SURVEY CONTROL
5-10	210 WM-5-10	PLAN SHEETS
11	210 WM-11	SERVICE QUANTITIES

Sheet No.	1 OF 11
Date	NOVEMBER 2011
Utility Project No.	22037-1
Drawing No.	210 WM-1

WATER MAIN REPLACEMENT
N. 25TH ST - SUPERIOR AVE TO CLEVELAND AVE

COVER PAGE

PROJECT DESIGNED BY: TM
PROJECT CHECKED BY: DM
PROJECT APPROVED BY: JT

City of
Sheboygan
Water Utility

2025 Street Improvements - North 25th Street (#9408285)
Buteyn-Peterson Construction Company Bid Result - Breakdown between City and SWU

Item	Code	Item Description	Unit	Quantity	Unit Price	Total Cost	SWU Quantity	SWU Cost	City Quantity	City Cost
1	COS-1	Mobilization (Items with item code starting with COS)	LS	1	\$59,000.00	\$59,000.00			1	\$59,000.00
2	COS-2	Traffic Control	LS	1	\$10,000.00	\$10,000.00			1	\$10,000.00
3	COS-3	Traffic Control Detour Route	LS	1	\$4,000.00	\$4,000.00			1	\$4,000.00
4	COS-4	Traffic Control Message Boards	Days	28	\$70.00	\$1,960.00			28	\$1,960.00
5	COS-5	Construction Staking	LS	1	\$10,000.00	\$10,000.00			1	\$10,000.00
6	COS-6	Clearing and Grubbing	LS	1	\$25,000.00	\$25,000.00			1	\$25,000.00
7	COS-7	Removing Curb and Gutter	LF	200	\$12.00	\$2,400.00			200	\$2,400.00
8	COS-8	Removing Concrete Sidewalk	SY	625	\$22.00	\$13,750.00			625	\$13,750.00
9	COS-9	Removing Pavement	SY	5625	\$11.00	\$61,875.00			2470	\$27,170.00
10	COS-10	Milling Pavement 2-Inch	SY	11500	\$2.55	\$29,325.00			11500	\$29,325.00
11	COS-11	Milling Pavement (Varies 0 to 2-Inch)	SY	11500	\$2.55	\$29,325.00			11500	\$29,325.00
12	COS-12	Butt Joints	SY	525	\$2.05	\$1,076.25			525	\$1,076.25
13	COS-13	Adjusting Storm Manholes Minor	Each	9	\$825.00	\$7,425.00			9	\$7,425.00
14	COS-14	Adjusting Storm Manholes Major	Each	2	\$1,800.00	\$3,600.00			2	\$3,600.00
15	COS-15	Storm Manhole Castings	Each	11	\$700.00	\$7,700.00			11	\$7,700.00
16	COS-16	Adjusting Sanitary Manholes Minor	Each	21	\$900.00	\$18,900.00			21	\$18,900.00
17	COS-17	Adjusting Sanitary Manholes Major	Each	1	\$2,000.00	\$2,000.00			1	\$2,000.00
18	COS-18	Sanitary Manhole Castings	Each	22	\$475.00	\$10,450.00			22	\$10,450.00
19	COS-19	Adjusting Inlets Minor	Each	7	\$1,100.00	\$7,700.00			7	\$7,700.00
20	COS-20	Adjusting Inlets Major	Each	2	\$1,900.00	\$3,800.00			2	\$3,800.00
21	COS-21	Inlet Castings	Each	13	\$685.00	\$8,905.00			13	\$8,905.00
22	COS-22	Tuck Point Rings	Each	21	\$275.00	\$5,775.00			21	\$5,775.00
23	COS-23	HMA Pavement 4 LT 58-28 S (Binder)	Tons	2200	\$76.30	\$167,860.00			2200	\$167,860.00
24	COS-24	HMA Pavement 4 LT 58-28 S (Surface)	Tons	1875	\$82.10	\$153,937.50			1875	\$153,937.50
25	COS-25	Tack Coat (0.06 gal per SY)	Gal	2750	\$3.00	\$8,250.00			2750	\$8,250.00
26	COS-26	Concrete Sidewalk 4-Inch	SF	4900	\$7.65	\$37,485.00			4900	\$37,485.00
27	COS-27	Base Aggregate Dense 3/4-Inch	Tons	100	\$14.00	\$1,400.00			100	\$1,400.00
28	COS-28	Base Aggregate Dense 1 1/4-Inch	Tons	2525	\$14.00	\$35,350.00			1100	\$15,400.00
29	COS-29	Concrete Base 7-Inch	SY	5775	\$56.90	\$328,597.50	1425	\$19,950.00	2925	\$166,432.50
30	COS-30	Detectable Warning Fields	SF	392	\$36.00	\$14,112.00	2850	\$162,165.00	392	\$14,112.00
31	COS-31	Concrete Curb and Gutter 24-Inch Exposed Pan	LF	600	\$52.00	\$31,200.00	100	\$5,200.00	500	\$26,000.00
32	COS-32	Concrete Curb and Gutter 30-inch Exposed Pan	LF	350	\$50.00	\$17,500.00			350	\$17,500.00
33	COS-33	Concrete Curb and Gutter 30-inch Integral Exposed Pan	LF	370	\$35.00	\$12,950.00			370	\$12,950.00
34	COS-34	Pedestrian Curb	LF	120	\$45.00	\$5,400.00			120	\$5,400.00
35	COS-35	12-Inch PVC Storm Sewer	LF	151	\$90.00	\$13,590.00			151	\$13,590.00
36	COS-36	Relay 8-Inch Sanitary Sewer	LF	16	\$600.00	\$9,600.00			16	\$9,600.00
37	COS-37	Replace Sanitary Sewer Wye - 6" x 8"	Each	2	\$7,400.00	\$14,800.00			2	\$14,800.00
38	COS-38	Sanitary Sewer Lining 8-Inch	LF	1417	\$52.52	\$74,420.84			1417	\$74,420.84
39	COS-39	Storm Sewer Lining 15-Inch	LF	174	\$78.78	\$13,707.72			174	\$13,707.72
40	COS-40	Storm Sewer Lining 18-Inch	LF	317	\$111.10	\$35,218.70			317	\$35,218.70
41	COS-41	Pavement Marking 4-Inch	LF	1100	\$1.85	\$2,035.00			1100	\$2,035.00

42	COS-42	Pavement Marking Crosswalk 6-Inch	LF	1374	\$2.85	\$3,915.90	1374	\$3,915.90
43	COS-43	Pavement Marking Stop Bar 12-Inch	LF	166	\$5.65	\$937.90	166	\$937.90
44	COS-44	Inlet Protection	Each	85	\$50.00	\$4,250.00	85	\$4,250.00
45	COS-45	Rock Bags	Each	60	\$0.01	\$0.60	60	\$0.60
46	COS-46	Topsoil	SY	750	\$10.00	\$7,500.00	750	\$7,500.00
47	COS-47	Hydro-Seed	SY	750	\$10.00	\$7,500.00	750	\$7,500.00
48	COS-48	Sawing Concrete	LF	9675	\$2.15	\$20,801.25	5235	\$11,255.25
49	COS-49	Removing Inlets	Each	2	\$250.00	\$500.00	2	\$500.00
50	COS-50	Inlets Type N-1	Each	2	\$2,425.00	\$4,850.00	2	\$4,850.00
51	COS-51	PVC Storm Sewer 18-Inch	LF	5	\$270.00	\$1,350.00	5	\$1,350.00
52	COS-52	Concrete Pavement 7-Inch	SY	825	\$75.71	\$62,460.75	550	\$41,640.50
53	COS-53	Allowance - Televising Video Conversion	LS	1	\$5,000.00	\$5,000.00	1	\$5,000.00
54	SWU-1	Mobilization (Items with item code starting with SWU)	LS	1	\$17,500.00	\$17,500.00	1	\$17,500.00
55	SWU-2	Removing Hydrant	Each	5	\$855.00	\$4,275.00	5	\$4,275.00
56	SWU-3	Abandon Valve Box	Each	5	\$500.00	\$2,500.00	5	\$2,500.00
57	SWU-4	8-Inch PVC Water Main Furnish & Install	LF	2375	\$127.00	\$301,625.00	2375	\$301,625.00
58	SWU-5	6-Inch DI Water Main	LF	50	\$195.00	\$9,750.00	50	\$9,750.00
59	SWU-6	8-Inch Valve and Box, Furnish & Install	Each	7	\$3,150.00	\$22,050.00	7	\$22,050.00
60	SWU-7	6-Inch Valve and Box, Furnish & Install	Each	5	\$2,200.00	\$11,000.00	5	\$11,000.00
61	SWU-8	Fire Hydrant, Furnish and Install	Each	5	\$6,500.00	\$32,500.00	5	\$32,500.00
62	SWU-9	1 1/2-Inch Stone Foundation, Delivered and Installed	CY	300	\$10.00	\$3,000.00	300	\$3,000.00
63	SWU-10	Long Water Service Replacement	Each	17	\$6,565.00	\$111,605.00	17	\$111,605.00
64	SWU-11	Water Service Reconnection	Each	38	\$1,765.00	\$67,070.00	38	\$67,070.00
65	SWU-12	New Meter Setting	Each	17	\$910.00	\$15,470.00	17	\$15,470.00
66	SWU-13	Electrical Grounding	Each	55	\$455.00	\$25,025.00	55	\$25,025.00
TOTALS						\$2,043,816.91	\$875,756.25	\$1,168,060.66
						Total Cost	SWU Cost	City Cost

Sanitary Sewer: \$130,170.84

**CITY OF SHEBOYGAN
RESOLUTION 197-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

APRIL 2, 2025.

A RESOLUTION authorizing the City Attorney's Office to draft a Facility Access/Rental Agreement for use at the Uptown Social building.

WHEREAS, Uptown Social desires to offer some of its activity space to third parties outside of business hours as a facility rental.

NOW, THEREFORE, BE IT RESOLVED: That the City Attorney's Office is authorized to draft a Facility Access/Rental Agreement document and the Director of Uptown Social is authorized to sign such agreements upon approval of the City Administrator.

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



AGENDA ITEM MEMORANDUM

DATE: April 7, 2025

TO: Public Works Committee

FROM: Travis Peterson / Joe Kerlin

SUBJECT: Power Pubs LLC operation of the Sheboygan Biergarten

ISSUE

Non-renewal of current Biergarten vendor contract.

STAFF RECOMMENDATION

Staff recommends issuing an RFP for a licensed vendor to provide Biergarten services.

BACKGROUND/DISCUSSION

Requested changes by Mr. John Powers to the contract:

TERM AND EFFECTIVE DATE:

Power's Request

Would like to extend the current contract through December 31, 2026 and include the right, but not the obligation, for Power Pubs LLC to renew the contract for an additional 3 years thereafter (through December 31, 2029) by alerting the City of Sheboygan on or before October 31, 2026 of our decision to renew the contract or to end the contract.

City's Response

- a. Effective Date. This Agreement shall be effective as the date of final party execution and shall expire on December 31, 2026
- b. Renewal and Expiration. Effective January 1, 2027, this Agreement shall automatically renew for three, one-year terms, each expiring December 31, unless either Party provides written notice to the other no later than November 1 of such year of the Party's intent to not renew.

PAYMENT/UTILITIES:

Power's Request

The current City Fee is 12.5% of Net Revenues and the current Utilities Fee is \$25.00/day up to a max of \$300 per month. Using a % of Net Revenues City Fee has kept me from introducing low margin products like pizza since the cost of the pizza and the 12.5% City Fee would be about the same as what I could charge for the pizza. Instead, he would like to combine the City Fee and Utilities Fee into a single fee of \$150/day when he was open (\$0/day when I am closed) so long as Net Revenues are over \$500. If Net Revenues are less than \$500, the combined City Fee and Utilities Fee for that day would be \$50/day. (See attached section from 2022 Elm Grove Beer Garden Contract.)

City's Response

The City first responded to a payment of \$150 for each day open but agreed to the following: For the use of the premises and the right to provide the services set forth above therein, and utility costs imposed under Subsection 3(c) below, as well as the security deposit under

DEPARTMENT OF
PUBLIC WORKS

2026 NEW JERSEY AVE.
SHEBOYGAN, WI
53081

920/459-3440
sheboyganwi.gov



AGENDA ITEM MEMORANDUM (CONT.)

Subsection 3(a) above, Vendor agrees to pay the City \$125 for each full or partial day that the Biergarten is operated.

BLACKOUT DATES:

Power's Request

Given the very brief season to generate profits and the contractual forced closings during key weekends at the height of the summer selling season, it was requested the following changes be made to the contract:

- A. That the City of Sheboygan ensure off-street parking availability for Biergarten patrons during the Juneteenth celebration and during the Vollrath picnic.
- B. That the City of Sheboygan relocate Brat Days to another park, so the Biergarten can remain open to the public that weekend. Alternatively, the City of Sheboygan can provide "fair" compensation for lost profits during the Brat Days event. Estimated "fair" compensation to be US \$700 for each of the 2 lost days of income (see attached). This amount can be deducted from the City Fee owed each month.
- C. "Fair" compensation for the lost profits from being closed during the Hmong Fest event. Estimated "fair" compensation to be US \$700 for each of the 2 lost days of income. This amount can be deducted from the City Fee owed each month.

City's Response

Blackout Dates was removed from the agreement

INSURANCE:

Power's Request

Insurance costs are rising faster than any other cost and are now one of my most costly expenses. Had reviewed other beer garden contracts and noticed that his contract requires much higher coverage than other beer gardens (see attached). Therefore, was requesting that the insurance requirements be revised as follows:

- A. Revise Commercial General Liability insurance to be "not less than \$1M per occurrence and \$1M in the aggregate" rather than "\$1M per occurrence and \$2M in the aggregate".
- B. Eliminate the Umbrella Liability requirement.
- C. Eliminate the Liquor Liability Insurance.

City's Response – Insurance remains the same

Vendor shall, at its sole expense, obtain and maintain in effect at all times during this Agreement, and naming the City as additional insured, the following insurance from an insurance carrier with an A.M. Best rating of at least A- and a Financial Category rating of at least VII, and with minimum limits as set forth:

1. Commercial General Liability. Vendor shall maintain commercial general liability insurance, including, but not limited to, bodily injury, property damage, personal injury, products and completed operations, in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Such insurance shall provide contractual liability in the same amount. Vendor's coverages shall be primary and list the City of Sheboygan as additional insured. Vendor shall require all subcontractors under this Agreement, if any, to procure and maintain insurance meeting the above criteria.
2. Worker's Compensation. Vendor shall maintain worker's compensation insurance as required by Wisconsin Law and shall require all subcontractors, if any, to maintain such insurance for each subcontractor.



AGENDA ITEM MEMORANDUM (CONT.)

3. Liquor Liability. Vendor shall maintain liquor liability coverage with a minimum limit of \$1,000,000.

4. Umbrella Liability. Vendor shall maintain umbrella liability coverage at least as broad as the underlying commercial general liability and business automobile liability with minimum limits of \$2,000,000 per occurrence and aggregate.

Vendor shall provide the City with a certificate of insurance evidencing the above-required insurance coverage upon Agreement execution and annually thereafter. Vendor shall provide the City with thirty days written notice of insurance cancellation, non-renewal, or material change to any of the above-required policies during the term of this Agreement. In the event of expiration, material change, or cancellation of the required insurance, Vendor shall immediately cease operations and use of the Premises until such time as proof of the required insurance is provided to the Parks Superintendent consistent with this Section.

FENCING:

Power's Request

After 6 years in business and no issues, it would seem that adding additional fencing to separate the beer garden from surrounding areas of the park is not necessary. Therefore, requested that this section should be deleted from the renewed contract.

City's Response

Should the parties mutually agree additional temporary or permanent fencing is required to support Vendor's operations, Vendor agrees to reimburse the City for 10% of fencing acquisition and installation costs.

MARKETING:

Power's Request

Would like to promote the beer garden on the Park District website and any other City websites that believed would effectively reach potential new patrons.

City's Response

Promotion of the Biergarten or a beer garden will not be allowed City/Public Works website.

City Added the Following:

BOAT DOCK

Power's Request

Power Pubs LLC requested the City be responsible for attaining approval of and all necessary permits for, and the installation of a boat dock.

City's Response

If Power Pubs LLC and Mr. Powers would want a boat dock, Mr. Powers would be responsible for the permitting and installation of a dock.

The agreement was initially approved by both parties at this point.

After going through the final process of the writing of the new proposal, there were concerns with how some items were written. The biggest concern being the City removed the following:

Item 30 in old agreement



AGENDA ITEM MEMORANDUM (CONT.)

Other Biergartens: During the term of this Agreement and any renewal or replacement thereof, the City shall not permit, directly or indirectly, any other Biergartens to open or operate within any public parks in the City of Sheboygan.

Mr. Powers stated over the phone the City would not be able to support two Biergartens and it would greatly hurt his business. It was verified he meant any kind of beer garden type service in any park, and he said yes. Mr. Powers was notified the City would not be in the position to do that, especially with a new park master plan for Deland Park. He asked "Why would he not have first rights to that? It's the park that he originally asked for." Mr. Powers was notified the City would not commit to the request and Item 30 would be removed.

At this point Mr. Powers had decided not to renew the contract.

NEXT STEPS:

The Department of Public Works believes the Biergarten was a valuable gathering place for the community and are working with Bernie Rammer, Sheboygan County Purchasing Agent, to advertise an RFP for a new agreement for use the Kiwanis Park Area 8, for a beer garden.