



TWENTY-FIFTH REGULAR COMMON COUNCIL MEETING AGENDA

April 05, 2023 at 6:00 PM

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

"You never fail until you stop trying" - Albert Einstein

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

Notice of the 25th Regular Meeting of the 2022-2023 Common Council at 6:00 PM, WEDNESDAY, April 05, 2023 in City Hall, 3rd Floor - Council Chambers, 828 Center Avenue, Sheboygan, WI. Persons with disabilities who need accommodations to attend the meeting should contact Meredith DeBruin at the City Clerk's Office, 828 Center Avenue, (920) 459-3361.

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

OPENING OF MEETING

1. Roll Call

Alderspersons Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, and Salazar may attend the meeting remotely.

2. Pledge of Allegiance

3. Approval of Minutes

Twenty-Fourth Regular Council Meeting held on March 20, 2023

4. Public Forum

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

5. Mayor's Announcements

Upcoming Community Events, Proclamations, Employee Recognitions

HEARINGS

- 6.** Hearing No. 11A-22-23 pursuant to a notice published by the City Clerk, on the proposed amendment to Section 15.207 of the City of Sheboygan Zoning Ordinance, Nonconforming Use Regulations, and Section 15.934, Zoning Board of Appeals, so as to streamline and expedite the process of reviewing nonconforming use applications.

CONSENT

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

- [8.](#) R. O. No. 131-22-23 by City Clerk submitting a Notice of Determination from the State Board of Assessors in the matter of the Appeal of Georgia Pacific Corrugated LLC sustaining the assessed value of the property as previously determined.
- [9.](#) R. C. No. 196-22-23 by Public Works Committee to whom was referred Res. No. 159-22-23 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a lease with Lakeshore United FC for use and management of the Butzen property; recommends adopting the Resolution.
- [10.](#) R. C. No. 195-22-23 by Public Works Committee to whom was referred Res. No. 158-22-23 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract with Dorner Inc. for the reconstruction of Indiana Avenue from South 24th Street to South 17th Street and authorizing an adjustment to the 2023-2027 Capital Improvement Plan and the 2023 budget; recommends adopting the Resolution.
- [11.](#) R. C. No. 198-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 127-22-23 by City Clerk submitting various license applications; recommends granting the applications.
- [12.](#) R. C. No. 197-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 121-22-23 by City Clerk submitting various license applications; recommends granting the applications.

REPORT OF OFFICERS

- [13.](#) R. O. No. 132-22-23 by Director of Planning and Development submitting the 2022 Green Tier Legacy Communities Annual Sustainability Report outlining the City of Sheboygan's 2022 sustainable accomplishments and reporting that the document will be submitted to the Wisconsin Department of Natural Resources. ACCEPT AND FILE
- [14.](#) R. O. No. 134-22-23 by City Plan Commission to whom was referred Gen. Ord. No. 29-22-23 by Alderperson Perrella and R. O. No. 118-22-23 by City Clerk submitting and granting Sheboygan Self Storage, LLC, its successors and assigns, the privilege of encroaching upon described portions of South 13th Street and Kentucky Avenue right of way in the City of Sheboygan for the purpose of addressing the existing building structure, emergency egress, and adding a sun shade feature; recommends filing the R. O. and adopting the Ordinance. FILE THE R. O. AND ADOPT THE ORDINANCE
- [15.](#) R. O. No. 133-22-23 by City Plan Commission to whom was referred Res. No. 154-22-23 by Alderpersons Felde and Filicky-Peneski vacating the east-west alley between South 10th Street and the former South Commerce Street, located in Block 243 of the Original Plat; recommends adopting the Substitute Resolution which amends the Wis. Stat. § to 66.1003(3). LAYS OVER
- [16.](#) R. O. No. 128-22-23 by City Clerk submitting an application from Jack VanDerWeele for a change in zoning classification for property on Pershing Avenue - Parcel No. 59281012240 from Suburban Residential (SR-3) to Suburban Residential (SR-5) Classification. REFER TO CITY PLAN COMMISSION
- [17.](#) R. O. No. 136-22-23 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
- [18.](#) R. O. No. 129-22-23 by City Clerk submitting a claim from Yang Pao Chang for alleged damages to driveway and sidewalk due to a broken water main. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [19.](#) R. O. No. 130-22-23 by City Clerk submitting a Summons and Complaint in the matter of Midstate Amusement Games, LLC vs. City of Sheboygan. REFER TO FINANCE AND PERSONNEL COMMITTEE

- [20.](#) R. O. No. 135-22-23 by City Clerk submitting a Summons and Complaint - Small Claims in the matter of Cristy Murray vs. City of Sheboygan c/o Mayor Ryan Sorenson et al. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [21.](#) R. O. No. 137-22-23 by City Clerk submitting a claim from James Passmore for alleged damages to his garage when it was hit by a City of Sheboygan garbage truck. REFER TO FINANCE AND PERSONNEL COMMITTEE

RESOLUTIONS

- [22.](#) Res. No. 165-22-23 by Alderpersons Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, and Salazar commemorating the distinguished service of Silas VanderWeele to the City of Sheboygan. SUSPEND THE RULES AND ADOPT THE RESOLUTION
- [23.](#) Res. No. 170-22-23 by Alderpersons Dekker and Salazar censuring 2nd District Alderperson Roberta Filicky-Peneski. LAYS OVER
- [24.](#) Res. No. 168-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City Officials to enter into a contract with Stantec Consulting Services Inc. for wetland delineation services regarding the land in the SouthPointe Enterprise Campus being purchased by Sheboygan Southpoint Development LLC. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [25.](#) Res. No. 167-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing an adjustment to the 2023 budget to fund a prisoner transport system for the police department's new Ford Transit van. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [26.](#) Res. No. 166-22-23 by Alderpersons Dekker and Rust authorizing executing a one-year lease for the agricultural property in the City of Sheboygan formerly owned by David L. Gartman, LLC. REFER TO PUBLIC WORKS COMMITTEE
- [27.](#) Res. No. 169-22-23 by Alderpersons Felde and Ackley authorizing the Chief of Police to take necessary actions to receive, if awarded, the 2023 Law Enforcement-Based Victim Services Program Grant. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

REPORT OF COMMITTEES

- [28.](#) R. C. No. 199-22-23 by Finance and Personnel Committee to whom was referred R. O. No. 126-22-23 by Finance Director/Treasurer submitting a communication from the Harbor Centre Business Improvement District requesting that the City of Sheboygan release all funds collected on their behalf and those funds allocated to them for fiscal year 2023; recommends filing the report.
- [29.](#) R. C. No. 200-22-23 by Finance and Personnel Committee to whom was referred Direct Referral Res. No. 164-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the Director of Human Resources and Labor Relations to enter into a service contract with GovHR to assist in facilitating and co-conducting the City Administrator recruitment process for the City of Sheboygan; recommends adopting the Resolution.
- [30.](#) R. C. No. 202-22-23 by Finance and Personnel Committee to whom was referred Direct Referral Res. No. 161-22-23 by Alderpersons Mitchell and Filicky-Peneski approving the FY 2023 One-Year Annual Action Plan for the Community Development Block Grant (CDBG) Program Submission; recommends adopting the Substitute Resolution amending the use of funds by the Finance and Personnel Committee.

- 31.** R. C. No. 201-22-23 by Finance and Personnel Committee to whom was referred Direct Referral Res. No. 162-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing entering into a Collateral Assignment of TIF Agreement with Sheboygan Press, LLC and Cardinal Capital Development, LLC, regarding the redevelopment of the former Sheboygan Press Building at 632 Center Avenue, in favor of First Business Bank; recommends adopting the Resolution.
- 32.** R. C. No. 203-22-23 by Finance and Personnel Committee to whom was referred Direct Referral Res. No. 163-22-23 by Alderpersons Mitchell and Filicky-Peneski updating the Job Description for the position of City Administrator for the City of Sheboygan and authorizing the Director of Human Resources and Labor Relations to initiate the hiring process for the position; recommends adopting the Substitute Resolution that includes the language, “while authorizing the Human Resources and Labor Relations Director to adjust the job description prior to posting in a manner that does not change the scope of description.”

GENERAL ORDINANCES

- 33.** Gen. Ord. No. 30-22-23 by Alderperson Filicky-Peneski amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification for property on Pershing Avenue – Parcel #59281012240 from Suburban Residential (SR-3) to Suburban Residential (SR-5) Classification. REFER TO CITY PLAN COMMISSION
- 34.** Gen. Ord. No. 31-22-23 by Alderpersons Dekker and Rust placing stop signs at the northwest corner and southeast corner of S. 22nd Street and David Avenue. REFER TO PUBLIC WORKS COMMITTEE

MATTERS LAID OVER

- 35.** R. O. No. 114-22-23 to whom was referred Gen. Ord. No. 27-22-23 by Alderperson Mitchell amending Section 15.207 of the City of Sheboygan Zoning Ordinance, Nonconforming Use Regulations, and Section 15.934, Zoning Board of Appeals, so as to streamline and expedite the process of reviewing nonconforming use applications; recommends adopting the Ordinance.

OTHER MATTERS AUTHORIZED BY LAW

ADJOURN MEETING

- 36.** Motion to Adjourn

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

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

CITY OF SHEBOYGAN

TWENTY-FOURTH REGULAR COMMON COUNCIL MEETING
MINUTES

Monday, March 20, 2023

OPENING OF MEETING

1. Roll Call

Alders present: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, and Salazar – 10.

2. Pledge of Allegiance

3. Approval of Minutes

Twenty-Third Regular Council Meeting held on March 6, 2023

MOTION TO APPROVE MINUTES

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

4. Resignation

Jessica Huss from the Room Tax Commission effective immediately

MOTION TO ACCEPT AND FILE

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

5. Public Forum

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

6. Mayor's Announcements

Upcoming Community Events, Proclamations, Employee Recognitions

HEARINGS

7. Hearing No. 4-22-23 pursuant to a notice published and personal notices sent by the City Clerk, amending the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located off of the Northeast corner of N. Taylor Drive and Saemann Avenue - Parcel #59281631480 (Lot 1) from Public Parks and Open Space to Multi-Family Residential Classification.

Cheri Rasmussen and Vince Korbal spoke.

MOTION TO CLOSE HEARING

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

- Hearing No. 5-22-23 pursuant to a notice published and personal notices sent by the City Clerk, amending the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located off of the Northeast corner of N. Taylor Drive and Saemann Avenue - Parcel #59281631480 (Lot 2) from Public Parks and Open Space to Institutional and Community Facilities Classification.

MOTION TO CLOSE HEARING

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

- Hearing No. 6-22-23 pursuant to a notice published and personal notices sent by the City Clerk, amending the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located off of the Northeast corner of N. Taylor Drive and Saemann Avenue - Parcel #59281631480 (Lot 3) from Public Parks and Open Space to Multi-Family Residential Classification.

MOTION TO CLOSE HEARING

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

- Hearing No. 7-22-23 pursuant to a notice published and personal notices sent by the City Clerk, amending the City of Sheboygan Official Zoning Map to change the Use Classification of property located off of the Northeast corner of N. Taylor Drive and Saemann Avenue - Parcel #59281631480 (Lot 1) from Suburban Residential (SR-5) to Urban Residential (UR-12) Classification.

MOTION TO CLOSE HEARING

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

- Hearing No. 8-22-23 pursuant to a notice published and personal notices sent by the City Clerk, amending the City of Sheboygan Official Zoning Map to change the Use Classification of property located off of the Northeast corner of N. Taylor Drive and Saemann Avenue - Parcel #59281631480 (Lot 2) from Suburban Residential (SR-5) to Suburban Office (SO) Classification.

MOTION TO CLOSE HEARING

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

12. Hearing No. 9-22-23 pursuant to a notice published and personal notices sent by the City Clerk amending the City of Sheboygan Official Zoning Map to change the Use Classification of property located off of the Northeast corner of N. Taylor Drive and Saemann Avenue - Parcel #59281631480 (Lot 3) from Suburban Residential (SR-5) to Urban Residential (UR-12) Classification.

MOTION TO CLOSE HEARING
Motion made by Felde, Seconded by Filicky-Peneski.
Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

13. Hearing No. 10-22-23 pursuant to a notice published and personal notices sent by the Finance Director, this hearing is to confirm the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District No. 1.

MOTION TO CLOSE HEARING
Motion made by Felde, Seconded by Filicky-Peneski.
Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

14. Hearing No. 11-22-23 pursuant to a notice published and personal notices sent by the Finance Director, this hearing is to confirm the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District 2.

MOTION TO CLOSE HEARING
Motion made by Felde, Seconded by Filicky-Peneski.
Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

15. Hearing No. 12-22-23 pursuant to a notice published and personal notices sent by the Finance Director, this hearing is to confirm the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District 4.

MOTION TO CLOSE HEARING
Motion made by Felde, Seconded by Filicky-Peneski.
Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

16. Hearing No. 13-22-23 pursuant to a notice published and personal notices sent by the Finance Director, this hearing is to confirm the exercise of police power in making an assessment for those benefited properties against which assessments are proposed for Parking Assessment District 5.

MOTION TO CLOSE HEARING

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

CONSENT

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

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

18. R. C. No. 184-22-23 by Finance and Personnel Committee to whom was referred Res. No. 149-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the Director of Public Works to issue purchase orders for the purchase of six mobile column hoists at the Municipal Services Building and authorizing an adjustment to the 2023 budget to fund the unanticipated purchase; recommends adopting the Resolution.

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

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

19. R. C. No. 185-22-23 by Finance and Personnel Committee to whom was referred Res. No. 143-22-23 by Alderpersons Mitchell and Filicky-Peneski confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 1; recommends adopting the Resolution.

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

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

20. R. C. No. 186-22-23 by Finance and Personnel Committee to whom was referred Res. No. 144-22-23 by Alderpersons Mitchell and Filicky-Peneski confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 2; recommends adopting the Resolution.

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

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

21. R. C. No. 187-22-23 by Finance and Personnel Committee to whom was referred Res. No. 145-22-23 by Alderpersons Mitchell and Filicky-Peneski confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 4; recommends adopting the Resolution.

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

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

22. R. C. No. 188-22-23 by Finance and Personnel Committee to whom was referred Res. No. 146-22-23 by Alderpersons Mitchell and Filicky-Peneski confirming the exercise of police power in making an assessment for the benefited properties against which assessments are proposed for Parking Assessment District No. 5; recommends adopting the Resolution.

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

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

23. R. C. No. 189-22-23 by Finance and Personnel Committee to whom was referred R. O. No. 101-22-23 by City Clerk submitting a claim from Pessefall Law, LLC for alleged unlawful tax against Midstate Amusement Games, LLC; recommends filing the claim.

MOTION TO RECEIVE THE R. C. AND FILE THE CLAIM

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

24. R. C. No. 190-22-23 by Finance and Personnel Committee to whom was referred R. O. No. 102-22-23 by City Clerk submitting a claim from Alexandria Engle for alleged damages to vehicle when it slid on an icy road; recommends filing the claim.

MOTION TO RECEIVE THE R. C. AND FILE THE CLAIM

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

25. R. C. No. 192-22-23 by Public Works Committee to whom was referred Res. No. 155-22-23 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract with Vinton Construction Company for the construction of the Calumet Drive Pavement Repair; recommends adopting the Resolution.

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

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

26. R. C. No. 191-22-23 by Public Works Committee to whom was referred Res. No. 147-22-23 by Alderpersons Dekker and Rust authorizing executing a one-year lease for the agricultural property in the City of Sheboygan formerly owned by John Poth, Jr.; recommends adopting the Resolution.

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

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

27. R. C. No. 193-22-23 by Public Works Committee to whom was referred Res. No. 150-22-23 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract with Klunck Masonry LLC for the 2023 Sidewalk Program; recommends adopting the Resolution.

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

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

28. R. C. No. 194-22-23 by Public Works Committee to whom was referred Res. No. 151-22-23 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company for miscellaneous sewer repairs; recommends adopting the Resolution.

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

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

REPORT OF OFFICERS

29. R. O. No. 122-22-23 by City Clerk submitting a claim from Johnson Financial Group for reimbursement of personal property tax paid. REFER TO FINANCE AND PERSONNEL COMMITTEE
30. R. O. No. 124-22-23 by City Clerk submitting a Summons and Complaint in the matter of U.S. Bank Trust Company, National Association, as Trustee vs. David J. Rosenthal et al. REFER TO FINANCE AND PERSONNEL COMMITTEE
31. R. O. No. 123-22-23 by City Clerk submitting a letter from Crystal Meise-Henning notifying the City of Sheboygan of the intent to file civil action regarding an incident that occurred on August 23, 2022. REFER TO FINANCE AND PERSONNEL COMMITTEE
32. R. O. No. 125-22-23 by City Clerk submitting a claim from Mario D. Campbell for alleged injuries that occurred when he fell. REFER TO FINANCE AND PERSONNEL COMMITTEE
33. R. O. No. 126-22-23 by Finance Director/Treasurer submitting a communication from the Harbor Centre Business Improvement District requesting that the City of Sheboygan release all funds collected on their behalf and those funds allocated to them for fiscal year 2023. REFER TO FINANCE AND PERSONNEL COMMITTEE

34. R. O. No. 127-22-23 by City Clerk submitting various license applications. REFER TO LICENSING HEARINGS, AND PUBLIC SAFETY COMMITTEE

RESOLUTIONS

35. Res. No. 157-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the sale of land in the SouthPointe Enterprise Campus to Sheboygan Southpoint Development, LLC.

MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION

Motion made by Mitchell, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar - 10.

36. Res. No. 160-22-23 by Alderpersons Felde and Filicky-Peneski authorizing the Purchasing Agent to issue a purchase order to Lee Recreation, LLC for the purchase of Playground Equipment for installation by the Parks and Forestry Division of the Department of Public Works at End Park and authorizing an adjustment to the 2023 budget to fund the purchase.

MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

37. Res. No. 158-22-23 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract with Dorner Inc. for the reconstruction of Indiana Avenue from South 24th Street to South 17th Street and authorizing an adjustment to the 2023-2027 Capital Improvement Plan and the 2023 budget. REFER TO PUBLIC WORKS COMMITTEE

38. Res. No. 159-22-23 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a lease with Lakeshore United FC for use and management of the Butzen property. REFER TO PUBLIC WORKS COMMITTEE

REPORT OF COMMITTEES

39. R. C. No. 182-22-23 by Finance and Personnel Committee to whom was referred DIRECT REFERRAL Res. No. 156-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing entering into a Development Agreement with GenCap Emem Sheboygan 101, LLC regarding an affordable housing project to be located on or near the former Koepsell property; recommends adopting the Resolution.

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

Motion made by Mitchell, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

40. R. C. No. 183-22-23 by Finance and Personnel Committee to whom was referred Res. No. 153-22-23 by Alderpersons Mitchell and Filicky-Peneski appointing the chairperson of the Finance and Personnel Committee to take certain actions and exercise certain authority of the common

council as has been delegated to the city administrator during the current vacancy in the position of city administrator; recommends adopting the Resolution.

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

Motion made by Filicky-Peneski, seconded by Felde.

Before action was taken,

MOTION TO FILE THE RESOLUTION

Motion made by Salazar, Seconded by Perrella.

Voting Yea: Ackley, Filicky-Peneski, Perrella, Ramey, Salazar – 5.

Voting Nay: Dekker, Felde, Heidemann, Rust – 4.

Voting Abstaining: Mitchell – 1.

Motion passes.

GENERAL ORDINANCES

None

MATTERS LAID OVER

41. R. O. No. 115-22-23 by City Plan Commission to whom was referred Gen. Ord. No. 21-22-23 by Alderperson Felde amending the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Use District Classification for property located off of the Northeast corner of N. Taylor Drive and Saemann Avenue – Parcel #59281631481 (Lot 1) from Public Parks and Open Space to Multi-Family Residential Classification; recommends adopting the Ordinance.

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

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

42. R. O. No. 116-22-23 by City Plan Commission to whom was referred Gen. Ord. No. 22-22-23 by Alderperson Felde amending the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Use District Classification for property located off of the Northeast corner of N. Taylor Drive and Saemann Avenue – Parcel #59281631481 (Lot 2) from Public Parks and Open Space to Institutional and Community Facilities Classification; recommends adopting the Ordinance.

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

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

43. R. O. No. 117-22-23 by City Plan Commission to whom was referred Gen. Ord. No. 23-22-23 by Alderperson Felde amending the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Use District Classification for property located off of the Northeast corner of N. Taylor Drive and Saemann Avenue – Parcel #59281631481 (Lot 3) from Public Parks and Open Space to Multi-Family Residential Classification; recommends adopting the Ordinance.

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

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

44. R. O. No. 111-22-23 by City Plan Commission to whom was referred Gen. Ord. No. 24-22-23 by Alderperson Felde and R. O. No. 107-22-23 by City Clerk submitting an application from Froedtert Health, Inc. to amend the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification for property located off of the Northeast corner of N. Taylor Drive and Saemann Avenue – Parcel #59281631481 (Lot 1) from Suburban Residential (SR-5) to Urban Residential (UR-12) Classification; recommends filing the R. O. and adopting the Ordinance.

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

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

45. R. O. No. 112-22-23 by City Plan Commission to whom was referred Gen. Ord. No. 25-22-23 by Alderperson Felde and R. O. No. 108-22-23 by City Clerk submitting an application from Froedtert Health, Inc. to amend the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification for property located off of the Northeast corner of N. Taylor Drive and Saemann Avenue – Parcel #59281631481 (Lot 2) from Suburban Residential (SR-5) to Suburban Office (SO) Classification; recommends filing the R. O. and adopting the Ordinance.

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

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

46. R. O. No. 113-22-23 by City Plan Commission to whom was referred Gen. Ord. No. 26-22-23 by Alderperson Felde and R. O. No. 109-22-23 by City Clerk submitting an application from Froedtert Health, Inc. to amend the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification for property located off of the Northeast corner of N. Taylor Drive and Saemann Avenue – Parcel #59281631481 (Lot 3) from Suburban Residential (SR-5) to Urban Residential (UR-12) Classification.; recommends filing the R. O. and adopting the Ordinance.

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

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

OTHER MATTERS AUTHORIZED BY LAW

None

ADJOURN MEETING

47. Motion to Adjourn

MOTION TO ADJOURN AT 6:43 PM

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

Hearing No. 11 - 22 - 23. April 5, 2023.

Pursuant to a notice published by the City Clerk, there is a hearing scheduled this evening to amend Section 15.207 of the City of Sheboygan Zoning Ordinance, Nonconforming Use Regulations, and Section 15.934, Zoning Board of Appeals, so as to streamline and expedite the process of reviewing nonconforming use applications.

Any interested persons may be heard.

Publish – March 17 and March 24

In Classified

NOTICE OF PUBLIC HEARING
TO AMEND THE CITY OF SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 6:00 P.M., Wednesday, April 5, 2023, in the Council Chambers of City Hall, 828 Center Avenue, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan Zoning Ordinance, Section 15.207, Nonconforming Use Regulations, and Section 15.934, Zoning Board of Appeals.

MEREDITH DEBRUIN
City Clerk

II

R. O. No. 131 - 22 - 23. By CITY CLERK. April 5, 2023

Submitting a Notice of Determination from the State Board of Assessors in the matter of the Appeal of Georgia Pacific Corrugated LLC sustaining the assessed value of the property as previously determined.

CITY CLERK

STATE BOARD OF ASSESSORS
NOTICE OF DETERMINATION

Item 8.

GEORGIA PACIFIC CORRUGATED LLC, PETITIONER
APPEAL NO. 81-097-PPO-22
STATE IDENTIFICATION NO. 81-59-281-P-000013314



VS

WISCONSIN DEPARTMENT OF REVENUE, RESPONDENT

TO:
GEORGIA PACIFIC CORRUGATED LLC
PO BOX 105681
ATLANTA GA 30348-5681

AND:
MEREDITH DEBRUIN - CLERK
C SHEBOYGAN
828 CENTER AVE
SHEBOYGAN WI 53081-4442

PLEASE TAKE NOTICE that the objection to the 2022 assessment for the above-listed account has been reviewed by the State Board of Assessors pursuant to sec. 70.995 (8)(a), Wis. Stats., and that this Board has determined that the property in question be assessed as follows:

AGGREGATE RATIO: 0.926227788

	ORIGINAL 2022 FULL VALUE ASSESSMENT	REVISED 2022 FULL VALUE ASSESSMENT	ORIGINAL 2022 EQUATED VALUE ASSESSMENT	REVISED 2022 EQUATED VALUE ASSESSMENT
Boats & Watercraft	\$ 0	No Change	\$ 0	No Change
Machinery & Equipment	\$379,200	No Change	\$351,200	No Change
Furniture & Fixtures	\$58,900	No Change	\$54,600	No Change
All Other	\$500	No Change	\$500	No Change
Buildings on Leased Land	\$ 0	No Change	\$ 0	No Change
Total	\$438,600	No Change	\$406,300	No Change

Interest per sec. 70.511(2)(b), Wis. Stats., is not applicable. No refund of property tax is required. The 2022 assessment was sustained by the state board of assessors.

You shall be deemed to have accepted this determination unless you notify the Wisconsin Tax Appeals Commission (TAC) of your desire to present testimony before that Commission challenging the assessed value here determined. The proper forms may be obtained by writing or calling:

Address: Wisconsin Tax Appeals Commission
101 E Wilson St 5th Floor
Madison, WI 53703-3405
Phone: (608) 266-1391

APPEALS MUST BE FILED WITH THE TAX APPEALS COMMISSION WITHIN 60 DAYS OF THE DATE ON THIS ORDER as set forth in sec. 73.01(5), Wis. Stats.

Dated at Madison, Wisconsin, this 8th day of March 2023.

cc: Don M Millis, Agent for Owner
Lilliandra Allison (TAC)
Green Bay Manufacturing & Utility District Office

STATE OF WISCONSIN
STATE BOARD OF ASSESSORS

By: Timothy J. Drascic, Chairman

In accordance with sec. 70.995(8)(a), Wis. Stats., determinations made by the Wisconsin State Board of Assessors (BOA) be appealed by both the taxpayer and the municipality. Appeals must be made to the Wisconsin Tax Appeals Commission within 60 days of the issuance date of the Board of Assessor Determination. The Tax Appeals Commission will contact you after receiving the appeal. If you need to confirm that there is no further appeal, the Tax Appeals Commission contact number is (608) 266-1391. For more information on the Tax Appeals Commission, visit their website at: <https://taxappeals.wi.gov/>



When the BOA issues a determination, the following items should be considered:

Assessed Value

Municipality

- If the assessed value is **sustained** - no further action is required.
- If the assessed value is **reduced**, after the delivery of the equated assessment roll, change the equated assessment roll value for the appropriate year using the procedure found in sec. 70.48, Wis. Stats.
- If the assessed value is **increased**, after delivery of the equated assessment roll, the Wisconsin Department of Revenue (DOR) will add the value as omitted property on the next year's roll.

Note: When the appeal is ultimately resolved, remove the appeal pending notice from the original equated assessment roll.

Property Tax

Taxpayer

- If the assessed value is **sustained**, no further action; no change in taxes.
- If the assessed value is **reduced**, and your tax bill was based on the reduced assessment, no further action is required.
- If the assessed value is **reduced**, and your tax bill was based on the original assessment, sec. 70.511, Wis. Stats., applies. Send a claim for a refund of excess taxes paid plus interest (if applicable) to the municipal clerk. Claims filed on or before November 1 shall be payable no later than the 2nd January 31 after the claim is filed. (If a further appeal results in an additional assessment change, DOR will notify you of that change).
- If the assessed value is **increased**, and your tax bill was based on the original assessment, DOR will send you a Notice of Omitted Property Assessment (during the next assessment year) for the increase, and the municipality will bill you for the additional taxes on the next tax roll.

Municipality

- If the assessed value is **sustained**, no change in taxes.
- If the assessed value is **reduced**, and the tax bill was based on the original assessment, refund the taxes and interest, if applicable (see below), in response to the taxpayer's claim. If the taxpayer files the claim on or before November 1, you must pay the refund by the following January 31. If taxes are refunded, the municipality may proceed under sec. 74.41, Wis. Stats., and file an "Inquiry Related to Rescinded or Refunded Taxes" (Form PC-201) with the DOR. Before you electronically submit Form PC-201, the amount of the rescinded/refunded tax for any single description of property in the tax roll for any one year must be \$250 or more. See DOR publication "Property Tax Refund Requests and the Chargeback Process" (Pub. PA-600) for more information on refunds and chargebacks. Questions regarding Form PC-201 can be emailed to lgs@revenue.wi.gov.
- If the assessed value is **increased**, and the tax bill was based on the original assessment, there is no change in original taxes. DOR will provide you with an Omitted Property Assessment Notice and Roll (with the next equated assessment roll).

Interest

Municipality

- If the assessed value is **reduced**, and the tax bill was based on the original assessment, interest must be paid to the taxpayer per sec. 70.511(2)(b) Wis. Stats., "...Interest on the claim shall be paid to the taxpayer when the claim is paid at the average annual discount rate determined by the last auction of 6-month U.S. treasury bills before the objection per day for the period of time between the time when the tax was due and the date that the claim was paid. If the taxpayer requests a postponement of proceedings before the reviewing authority, interest on the claim shall permanently stop accruing at the date of the request. If the hearing is postponed at the request of the taxpayer, the reviewing authority shall hold a hearing on the appeal within 30 days after the postponement is requested unless the taxpayer agrees to a longer delay. If the reviewing authority postpones the hearing without a request by the taxpayer, interest on the claim shall continue to accrue. No interest may be paid if the reviewing authority determines under s. 70.995(8)(a) that the value of the property was reduced because the taxpayer supplied false or incomplete information...". If the exception applies, it will be noted on the face of this determination.
- Interest rates can be found at the Federal Reserve Board: H.15 Release - Selected Releases and Historical Data (<http://www.federalreserve.gov/releases/h15/>)

VIII

R. C. No. 196 - 22 - 23. By PUBLIC WORKS COMMITTEE. April 5, 2023.

Your Committee to whom was referred Res. No. 159-22-23 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a lease with Lakeshore United FC for use and management of the Butzen property; recommends adopting the Resolution.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. 159-22-23. By Alderpersons Dekker and Rust. March 20, 2023.

A RESOLUTION authorizing the appropriate City officials to enter into a lease with Lakeshore United FC for use and management of the Butzen property.

WHEREAS, Res. No. 130-22-23 was adopted on February 6, 2023, declaring the City's desire and commitment to partnering with Lakeshore United FC ("LUFC") in the development of the Butzen property as a premier, multi-sport, indoor/outdoor recreational complex.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized and directed to execute the attached Land Lease Agreement with LUFC for use and management of the Butzen property.

PW

Dean Dekker

[Signature]

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

LAND LEASE AGREEMENT

THIS LAND LEASE AGREEMENT ("Agreement") is made this 9th day of May, 2023 by and between the CITY OF SHEBOYGAN ("City") and LAKESHORE UNITED FC ("L UFC").

I. RECITALS

WHEREAS, City is the owner real estate described below and the property ("Butzen"), pursuant to a Restrictive Covenant, must utilize the subject premises for recreational use. The real estate is described as follows and is comprised of approximately 55 acres:

PRT NE1/4, SEC 4, T14N, R23E; COM 1335.18' S OF NE COR SD1/4; TH S88 DEG 50'W 2214.96'; S1 DEG 33'W 1302.46'; E TO CEN USH 141; NE ON HWY TO A PNT E OF BEG; TH W TO BEG; EXC COM 1335.18' S OF NE COR SEC 4; TH S88 DEG 50'W 448.7'; S11 DEG 28'W 543.25'; S78 DEG 50'E 375.25'; N67 DEG 30'E 95.45' TO CEN USH 141; N16 DEG 32'E ON CEN SD HWY 604.1'; TH S88 DEG 50'W 73.4' TO BEG; EXC THE S 97' OF AFOREDESC, & EXC COM 1335.18' S OF NE COR SEC 4; TH S88 DEG 50'W 448.7'; S11 DEG 28'W 543.25' TO PNT OF BEG; TH S78 DEG 50'E 375.25' TO W R/W USH 141; S16 DEG 32'W 200'; N78 DEG 50'W 375.25'; TH N11 DEG 28'E 200' M/L TO BEG; EXC LOT 1 15CSM#1497070; AND ALSO EXC PRT ANNEXED TO CITY FILE#1166487 AND EXC HWY CONV #1954201.

Tax Key Number 59281-430842

AND

SEC 04 T14N R23E PRT E1/2 OF NE1/4 COM AT NE COR SEC 4, TH S 1°E ALG E LN SEC 4 1,335.18' TO P.O.B., TH S 88°22'34" W 469.99' TH S 11°12'04"W 743.25' TH S 79°05'56" E 387.31' TO A PT THAT IS 45' FROM CNR LN SO. BUSINESS DR., TH N 16°13'49" E 849.59', TH S 88°22'34" W 3.60' TO P.O.B., EXC HWY CONV #1954201.

Tax Key Number 59281-430840

WHEREAS, L UFC desires to operate a facility at Butzen, primarily focused on its successful soccer programs;

WHEREAS, City and L UFC agree that having a quality soccer facility at Butzen will provide a direct benefit to city residents who would use the facility as players, coaches, and spectators, but that it will also provide economic development and tourism opportunities that will benefit local residents and businesses;

WHEREAS, City and LUFC wish to enter into a land lease agreement for LUFC's utilization of Butzen's premises for recreational purposes, more specifically, LUFC's long term soccer operations;

WHEREAS, City and LUFC agree that said recreational use shall include the operations of LUFC, as well as the needs of the community at large, which includes but is not limited to, sports, clubs, and other organizational use consistent with recreational use;

WHEREAS, LUFC has continued its fundraising campaign in several phases to develop Butzen;

WHEREAS, LUFC shall be solely responsible for the care and maintenance of the leased property and all infrastructure placed thereon, whether permanent or temporary. within;

WHEREAS, City agrees and understands that all profits from LUFC's operations, including but not limited to, concessions, revenue from operational and related activities, belong to LUFC; and

WHEREAS, City and LUFC agree to the terms of this Agreement for an initial five (5) year term.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

- 1) **Leased Property.** City agrees to lease Butzen to LUFC for recreational purposes.
- 2) **Housekeeping and Repairs.** LUFC agrees to maintain the property in a clean, sanitary, and safe condition. LUFC shall be solely responsible for turf management and snow removal and for promptly restoring the property to a clean, sanitary, and safe condition whenever circumstances warrant. In the event that the City requests use of the property, City agrees to timely restore the used area to a clean, sanitary, and safe condition following such use.
- 3) **Major Modifications.** LUFC must seek prior written approval from City prior to erecting any infrastructure that is intended to remain in place longer than one year; to the removal of soil or grass; installation of irrigation lines; construction of permanent bleachers; construction of any fences or similar barriers; installation of artificial turf; and any other possible modification that serves to change the use of the land in a permanent way.
- 4) **Minor Modifications.** LUFC shall not require City approval for minor modifications. This includes activities that are generally of a non-permanent nature, including but not limited to adding signage, mowing grass, painting fields, maintaining goals, adding portable bleachers, and generally those modifications that are not intended to remain in place longer than one year or that do not fundamentally change the use of the subject premises.

5) Insurance.

a) LUFC understands that its personal property is not insured by the City for damage or loss and that the City does not assume any liability for such damage or loss. LUFC agrees to furnish and maintain liability insurance of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Such insurance shall designate the City of Sheboygan as an additional insured. The policy shall further provide that it may not be cancelled except upon thirty (30) days written notice served upon the City. Failure to provide such insurance shall terminate the Lease. LUFC further agrees to obtain liability waivers and/or releases from all participants of LUFC-sponsored activities occurring at Butzen.

b) City agrees to furnish and maintain liability insurance of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Such insurance shall designate LUFC as an additional insured. City further agrees to obtain liability waivers and/or releases from all participants of City-sponsored activities occurring at Butzen.

6) Indemnification. LUFC agrees to indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature in any manner directly caused, contributed to in whole or in part, by reason of but only to the extent attributable to any negligent act, or omission, or fault, of LUFC or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives, and volunteers, and each of them, shall be applicable to the extent liability is apportioned to LUFC, its appointed officials, officers, employees, agents, representatives, and volunteers by a court of competent jurisdiction. The parties shall be responsible for their own defense. In the event that LUFC employs other persons, firms, corporations, or entities (collectively Subcontractor), it shall be LUFC's responsibility to require and confirm that each Subcontractor enters into an Indemnity Agreement in favor of the City, its elected and appointed officials, officers, employees, agents, representatives, and volunteers, which is identical to this Indemnity Agreement.

7) Rent and Consideration. LUFC agrees to pay one dollar (\$1.00) rent per year, to be paid by January 31st of each year. In consideration for allowing LUFC the use of Butzen, LUFC agrees to continue its operations for the duration of this Agreement. If at any time LUFC ceases operation for a period of six months or greater, this Agreement shall terminate.

8) Rules and Regulations. LUFC shall abide by and operate in accordance with all applicable laws, rules, and regulations, including any and all federal and state rules, regulations, and requirements. The parties agree that the following park rules shall apply to Butzen:

- a) SMC § 74-43: Speed limit for vehicles.
 - b) SMC § 74-44: Operation of vehicles.
 - c) SMC § 74-46: Protection of wildlife.
 - d) SMC § 74-47: Trespass, injury by animals.
 - e) SMC § 74-48: Malicious mischief.
 - f) SMC § 74-52: Disorderly conduct.
 - g) SMC § 74-57: Glass beverage containers.
 - h) SMC § 74-58: Archery prohibited.
 - i) SMC § 74-59: Golf prohibited.
 - j) SMC § 74-63: Fire control.
 - k) SMC § 74-64: Camping prohibited.
 - l) SMC § 74-66: Trespass.
- 9) **Term and Termination.** The initial term of this Agreement shall commence on the date of final execution and shall expire at midnight December 31, 2028. This Agreement shall automatically renew for ten (10) additional one-year terms; the final term ending at midnight on December 31, 2038. LUFCC may terminate the automatic renewal of the Agreement by providing written notice to City no later than July 1 of the year in which the renewed term begins. The parties may, at any time prior to the end of the final term, agree to a new Agreement to replace this Agreement, or may agree to extend this Agreement beyond 2038.
- City may terminate this Agreement at any time LUFCC commits a material breach, which includes but is not limited to, failure to procure necessary insurance, making modifications without City's prior approval, failing to maintain and care for the property and related infrastructure and everything within. Upon notification of a material breach, LUFCC shall be provided with a written Notice of Right to Cure Default and may cure the breach to the reasonable satisfaction of City within thirty (30) days of written notice from City. If LUFCC fails to cure a material breach within such time period, City has the right to immediately terminate this Agreement. If City proceeds with termination based upon a failure to cure a breach, LUFCC may appeal that termination to the City of Sheboygan Common Council within fifteen (15) days of being notified. In the event LUFCC becomes insolvent, or becomes the subject of a voluntary/involuntary bankruptcy, this Agreement shall terminate immediately.
- 10) **Exclusivity.** For the duration of this Agreement, City agrees to seek prior approval from LUFCC before allowing any other entity to make use of Butzen. City events and/or City sponsored events shall not take precedence or priority over LUFCC events, operations, and programming.
- 11) **No Partnership.** The relationship of the parties is as Landlord (City) and Tenant (LUFCC) and is not intended to be, nor is a partnership or joint venture. Neither party is liable to any third party for the acts or omissions of the other party.

12) Notices. All notices and requests in connection with this Agreement shall be deemed deliberate or given as of the date they are sent and may be addressed as the parties designate. Notice to be provided to the following:

LANDLORD

City of Sheboygan
c/o City Clerk
828 Center Avenue
Sheboygan, WI 53081
(920) 459-3917
meredith.debruin@sheboygan.wi.gov

TENANT

Olsen, Kloet, Gunderson & Conway
c/o Attorney Joseph Voelkner
602 North 6th Street
Sheboygan, WI 53081
(920) 458-3701
josephvoelkner@olsenkloetlaw.com


- 13) Authority. LUFCA affirms that members of its Board of Directors have the authority to sign documents on LUFCA's behalf pursuant to this Agreement. No major modification or sublease shall be deemed approved until signed by both parties.
- 14) Further Assurance. The parties hereto, from time to time after execution of this Agreement and without further consideration, shall execute and deliver as appropriate such documents and take such further actions as may be reasonable and necessary to carry out and consummate their transactions contemplated by this Agreement.
- 15) Entire Agreement. This Agreement constitutes the agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes and terminates all other prior commitments, arrangements, or understandings, both oral and written, with respect to the subject matter hereof.
- 16) Modification. This Agreement may not be modified or amended except by instrument in writing executed by all parties hereto.
- 17) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.
- 18) Severability. The provisions of this Agreement are severable and the invalidity of any provision shall not be deemed to limit or otherwise affect the construction of any provision hereof.
- 19) Headings. The descriptive headings of this Agreement have been inserted for convenience and shall not be deemed to limit or otherwise affect the interpretation of any provision hereof.
- 20) Waiver. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of any party or other agents or employees, and may be waived only by an instrument in writing and signed by an authorized officer of the waiving

party. No waiver of any provision of this Agreement shall constitute a waiver of any other provisions or of the same provision on any other occasion.

- 21) Assignment. No party may assign this Agreement without prior written consent of the other party.
- 22) Dispute Resolution. The parties agree to non-binding mediation, costs of which shall be split equally between the parties. Should a dispute not resolve after mediation, the parties agree that the Sheboygan County Circuit Court shall have jurisdiction.
- 23) Force Majeure. Neither party shall be liable for any failure to perform any obligation under this Agreement because of acts of God, nature, or a federal, state, or local government agency, war, civil disturbance, labor dispute, or shortage, electrical or mechanical breakdown, pandemic, or any other cause beyond the control of that party, including the issuance of an injunction by either a state or federal court prohibiting the party from carrying on its day-to-day operations as contemplated under the terms of this Agreement, provided, it takes all steps reasonably practical and necessary to affect prompt resumption of its responsibility set forth hereunder.

IN WITNESS WHEREOF, the parties have entered into this Land Lease Agreement as of the date first set forth above.

CITY OF SHEBOYGAN

By: 
Ryan Sorenson, Mayor

Attest: 
Meredith DeBruin, Clerk

LAKESHORE UNITED FC

By: 
Christopher Lacey, President

DOCUMENT DRAFTED BY:
Attorney Joseph J. Voelkner
Olsen, Kloet, Gunderson & Conway
602 North 6th Street
Sheboygan, WI 53081
(920) 458-3701
josephvoelkner@olsenkloetlaw.com

Attorney Elizabeth Majerus
City of Sheboygan
828 Center Ave., Suite 210
Sheboygan, WI 53081
(920) 459-3917
liz.majerus@sheboyganwi.gov

LAND LEASE AGREEMENT

THIS LAND LEASE AGREEMENT (“Agreement”) is made this ____ day of _____, 2023 by and between the CITY OF SHEBOYGAN (“City”) and LAKESHORE UNITED FC (“LUFC”).

I. RECITALS

WHEREAS, City is the owner real estate described below and the property (“Butzen”), pursuant to a Restrictive Covenant, must utilize the subject premises for recreational use. The real estate is described as follows and is comprised of approximately 55 acres:

PRT NE1/4, SEC 4, T14N, R23E; COM 1335.18’ S OF NE COR SD1/4; TH S88 DEG 50’W 2214.96’; S1 DEG 33’W 1302.46’; E TO CEN USH 141; NE ON HWY TO A PNT E OF BEG; TH W TO BEG; EXC COM 1335.18’ S OF NE COR SEC 4; TH S88 DEG 50’W 448.7’; S11 DEG 28’W 543.25’; S78 DEG 50’E 375.25’; N67 DEG 30’E 95.45’ TO CEN USH 141; N16 DEG 32’E ON CEN SD HWY 604.1’; TH S88 DEG 50’W 73.4’ TO BEG; EXC THE S 97’ OF AFOREDESC, & EXC COM 1335.18’ S OF NE COR SEC 4; TH S88 DEG 50’W 448.7’; S11 DEG 28’W 543.25’ TO PNT OF BEG; TH S78 DEG 50’E 375.25’ TO W R/W USH 141; S16 DEG 32’W 200’; N78 DEG 50’W 375.25’; TH N11 DEG 28’E 200’ M/L TO BEG; EXC LOT 1 15CSM9#1497070; AND ALSO EXC PRT ANNEXED TO CITY FILE#1166487 AND EXC HWY CONV #1954201.

Tax Key Number 59281-430842

AND

SEC 04 T14N R23E PRT E1/2 OF NE1/4 COM AT NE COR SEC 4, TH S 1°E ALG E LN SEC 4 1,335.18’ TO P.O.B., TH S 88°22’34” W 469.99’ TH S 11°12’04”W 743.25’ TH S 79°05’56” E 387.31’ TO A PT THAT IS 45’ FROM CNR LN SO. BUSINESS DR., TH N 16°13’49” E 849.59’, TH S 88°22’34” W 3.60’ TO P.O.B., EXC HWY CONV #1954201.

Tax Key Number 59281-430840

WHEREAS, LUFC desires to operate a facility at Butzen, primarily focused on its successful soccer programs;

WHEREAS, City and LUFC agree that having a quality soccer facility at Butzen will provide a direct benefit to city residents who would use the facility as players, coaches, and spectators, but that it will also provide economic development and tourism opportunities that will benefit local residents and businesses;

WHEREAS, City and LUFC wish to enter into a land lease agreement for LUFC's utilization of Butzen's premises for recreational purposes, more specifically, LUFC's long term soccer operations;

WHEREAS, City and LUFC agree that said recreational use shall include the operations of LUFC, as well as the needs of the community at large, which includes but is not limited to, sports, clubs, and other organizational use consistent with recreational use;

WHEREAS, LUFC has continued its fundraising campaign in several phases to develop Butzen;

WHEREAS, LUFC shall be solely responsible for the care and maintenance of the leased property and all infrastructure placed thereon, whether permanent or temporary. within;

WHEREAS, City agrees and understands that all profits from LUFC's operations, including but not limited to, concessions, revenue from operational and related activities, belong to LUFC; and

WHEREAS, City and LUFC agree to the terms of this Agreement for an initial five (5) year term.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

- 1) Leased Property. City agrees to lease Butzen to LUFC for recreational purposes.
- 2) Housekeeping and Repairs. LUFC agrees to maintain the property in a clean, sanitary, and safe condition. LUFC shall be solely responsible for turf management and snow removal and for promptly restoring the property to a clean, sanitary, and safe condition whenever circumstances warrant. In the event that the City requests use of the property, City agrees to timely restore the used area to a clean, sanitary, and safe condition following such use.
- 3) Major Modifications. LUFC must seek prior written approval from City prior to erecting any infrastructure that is intended to remain in place longer than one year; to the removal of soil or grass; installation of irrigation lines; construction of permanent bleachers; construction of any fences or similar barriers; installation of artificial turf; and any other possible modification that serves to change the use of the land in a permanent way.
- 4) Minor Modifications. LUFC shall not require City approval for minor modifications. This includes activities that are generally of a non-permanent nature, including but not limited to adding signage, mowing grass, painting fields, maintaining goals, adding portable bleachers, and generally those modifications that are not intended to remain in place longer than one year or that do not fundamentally change the use of the subject premises.

- 5) Insurance.
- a) LUFC understands that its personal property is not insured by the City for damage or loss and that the City does not assume any liability for such damage or loss. LUFC agrees to furnish and maintain liability insurance of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Such insurance shall designate the City of Sheboygan as an additional insured. The policy shall further provide that it may not be cancelled except upon thirty (30) days written notice served upon the City. Failure to provide such insurance shall terminate the Lease. LUFC further agrees to obtain liability waivers and/or releases from all participants of LUFC-sponsored activities occurring at Butzen.
 - b) City agrees to furnish and maintain liability insurance of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Such insurance shall designate LUFC as an additional insured. City further agrees to obtain liability waivers and/or releases from all participants of City-sponsored activities occurring at Butzen.
- 6) Indemnification. LUFC agrees to indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature in any manner directly caused, contributed to in whole or in part, by reason of but only to the extent attributable to any negligent act, or omission, or fault, of LUFC or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives, and volunteers, and each of them, shall be applicable to the extent liability is apportioned to LUFC, its appointed officials, officers, employees, agents, representatives, and volunteers by a court of competent jurisdiction. The parties shall be responsible for their own defense. In the event that LUFC employs other persons, firms, corporations, or entities (collectively Subcontractor), it shall be LUFC's responsibility to require and confirm that each Subcontractor enters into an Indemnity Agreement in favor of the City, its elected and appointed officials, officers, employees, agents, representatives, and volunteers, which is identical to this Indemnity Agreement.
- 7) Rent and Consideration. LUFC agrees to pay one dollar (\$1.00) rent per year, to be paid by January 31st of each year. In consideration for allowing LUFC the use of Butzen, LUFC agrees to continue its operations for the duration of this Agreement. If at any time LUFC ceases operation for a period of six months or greater, this Agreement shall terminate.
- 8) Rules and Regulations. LUFC shall abide by and operate in accordance with all applicable laws, rules, and regulations, including any and all federal and state rules, regulations, and requirements. The parties agree that the following park rules shall apply to Butzen:

- a) SMC § 74-43: Speed limit for vehicles.
- b) SMC § 74-44: Operation of vehicles.
- c) SMC § 74-46: Protection of wildlife.
- d) SMC § 74-47 Trespass, injury by animals.
- e) SMC § 74-48: Malicious mischief.
- f) SMC § 74-52. Disorderly conduct.
- g) SMC § 74-57. Glass beverage containers.
- h) SMC § 74-58. Archery prohibited.
- i) SMC § 74-59. Golf prohibited.
- j) SMC § 74-63. Fire control.
- k) SMC § 74-64. Camping prohibited.
- l) SMC § 74-66. Trespass.

- 9) Term and Termination. The initial term of this Agreement shall commence on the date of final execution and shall expire at midnight December 31, 2028. This Agreement shall automatically renew for ten (10) additional one-year terms; the final term ending at midnight on December 31, 2038. LUFC may terminate the automatic renewal of the Agreement by providing written notice to City no later than July 1 of the year in which the renewed term begins. The parties may, at any time prior to the end of the final term, agree to a new Agreement to replace this Agreement, or may agree to extend this Agreement beyond 2038.

City may terminate this Agreement at any time LUFC commits a material breach, which includes but is not limited to, failure to procure necessary insurance, making modifications without City's prior approval, failing to maintain and care for the property and related infrastructure and everything within. Upon notification of a material breach, LUFC shall be provided with a written Notice of Right to Cure Default and may cure the breach to the reasonable satisfaction of City within thirty (30) days of written notice from City. If LUFC fails to cure a material breach within such time period, City has the right to immediately terminate this Agreement. If City proceeds with termination based upon a failure to cure a breach, LUFC may appeal that termination to the City of Sheboygan Common Council within fifteen (15) days of being notified. In the event LUFC becomes insolvent, or becomes the subject of a voluntary/involuntary bankruptcy, this Agreement shall terminate immediately.

- 10) Exclusivity. For the duration of this Agreement, City agrees to seek prior approval from LUFC before allowing any other entity to make use of Butzen. City events and/or City sponsored events shall not take precedence or priority over LUFC events, operations, and programming.
- 11) No Partnership. The relationship of the parties is as Landlord (City) and Tenant (LUFC) and is not intended to be, nor is a partnership or joint venture. Neither party is liable to any third party for the acts or omissions of the other party.
-

- 12) Notices. All notices and requests in connection with this Agreement shall be deemed deliberate or given as of the date they are sent and may be addressed as the parties designate. Notice to be provided to the following:

LANDLORD

City of Sheboygan
 c/o City Clerk
 828 Center Avenue
 Sheboygan, WI 53081
 (920) 459-3917
 meredith.debruin@sheboygan.wi.gov

TENANT

Olsen, Kloet, Gunderson & Conway
 c/o Attorney Joseph Voelkner
 602 North 6th Street
 Sheboygan, WI 53081
 (920) 458-3701
 josephvoelkner@olsenkloetlaw.com

- 13) Authority. LUFC affirms that members of its Board of Directors have the authority to sign documents on LUFC's behalf pursuant to this Agreement. No major modification or sublease shall be deemed approved until signed by both parties.
- 14) Further Assurance. The parties hereto, from time to time after execution of this Agreement and without further consideration, shall execute and deliver as appropriate such documents and take such further actions as may be reasonable and necessary to carry out and consummate their transactions contemplated by this Agreement.
- 15) Entire Agreement. This Agreement constitutes the agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes and terminates all other prior commitments, arrangements, or understandings, both oral and written, with respect to the subject matter hereof.
- 16) Modification. This Agreement may not be modified or amended except by instrument in writing executed by all parties hereto.
- 17) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.
- 18) Severability. The provisions of this Agreement are severable and the invalidity of any provision shall not be deemed to limit or otherwise affect the construction of any provision hereof.
- 19) Headings. The descriptive headings of this Agreement have been inserted for convenience and shall not be deemed to limit or otherwise affect the interpretation of any provision hereof.
- 20) Waiver. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of any party or other agents or employees, and may be waived only by an instrument in writing and signed by an authorized officer of the waiving

party. No waiver of any provision of this Agreement shall constitute a waiver of any other provisions or of the same provision on any other occasion.

21) Assignment. No party may assign this Agreement without prior written consent of the other party.

22) Dispute Resolution. The parties agree to non-binding mediation, costs of which shall be split equally between the parties. Should a dispute not resolve after mediation, the parties agree that the Sheboygan County Circuit Court shall have jurisdiction.

23) Force Majeure. Neither party shall be liable for any failure to perform any obligation under this Agreement because of acts of God, nature, or a federal, state, or local government agency, war, civil disturbance, labor dispute, or shortage, electrical or mechanical breakdown, pandemic, or any other cause beyond the control of that party, including the issuance of an injunction by either a state or federal court prohibiting the party from carrying on its day-to-day operations as contemplated under the terms of this Agreement, provided, it takes all steps reasonably practical and necessary to affect prompt resumption of its responsibility set forth hereunder.

IN WITNESS WHEREOF, the parties have entered into this Land Lease Agreement as of the date first set forth above.

CITY OF SHEBOYGAN

LAKESHORE UNITED FC

By: _____
Ryan Sorenson, Mayor

By: _____
Christopher Lacey, President

Attest: _____
Meredith DeBruin, Clerk

DOCUMENT DRAFTED BY:
Attorney Joseph J. Voelkner
Olsen, Kloet, Gunderson & Conway
602 North 6th Street
Sheboygan, WI 53081
(920) 458-3701
josephvoelkner@olsenkloetlaw.com

Attorney Elizabeth Majerus
City of Sheboygan
828 Center Ave., Suite 210
Sheboygan, WI 53081
(920) 459-3917
liz.majerus@sheboyganwi.gov

VIII

R. C. No. 195 - 22 - 23. By PUBLIC WORKS COMMITTEE. April 5, 2023.

Your Committee to whom was referred Res. No. 158-22-23 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract with Dorner Inc. for the reconstruction of Indiana Avenue from South 24th Street to South 17th Street and authorizing an adjustment to the 2023-2027 Capital Improvement Plan and the 2023 budget; recommends adopting the Resolution.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. 158 - 22 - 23. By Alderpersons Dekker and Rust. March 20, 2023.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Dorner Inc. for the reconstruction of Indiana Avenue from South 24th Street to South 17th Street and authorizing an adjustment to the 2023-2027 Capital Improvement Plan and the 2023 budget.

WHEREAS, the reconstruction of Indiana Avenue from South 24th Street to South 17th Street ("Indiana Ave. Project") was identified as a 2024 Capital Improvement Request in the City's 2023-2028 Capital Improvement Plan; and

WHEREAS, due to a federal funding change, Sheboygan County now intends to proceed with a Taylor Drive reconstruction project from Erie Avenue to Union Avenue during 2024 instead of 2023; and

WHEREAS, due to the projects' close proximity, and to minimize disruption to motorists, City staff believes it incumbent to complete the Indiana Ave. Project in 2023 instead of 2024; and

WHEREAS, staff has identified three projects previously earmarked for 2023 Capital Improvement Requests that may reasonably be postponed to 2024 (S. 11th Street, Lincoln Avenue, and N. 25th Street); and

WHEREAS, the City has advertised for bids for the Indiana Ave. Project; and

WHEREAS, of the five bids received, the low bid was from Dorner Inc. for \$2,591,631.00; and

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

WHEREAS, the low bid includes work to be paid for by the Sheboygan Water Utility in the amount of \$688,473.00; and


NOW, THEREFORE, BE IT RESOLVED: That the Indiana Ave. Project shall replace the S. 11th Street, Lincoln Avenue, and No. 25th Street projects in the 2023 Capital Improvement Plan.

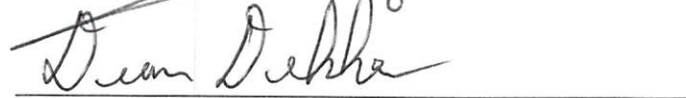
BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached agreement with Dorner Inc. for the Indiana Ave. Project.

PW
2/3

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

Account No. 400300-641200 (Capital Projects - Public Works - Street Improvements)	\$1,890,366.00
Account No. 630310-641400 (Wastewater - Public Works Administration - Sanitary Sewerlines)	\$ 12,792.00






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

Dated _____ 20 . _____, City Clerk

Approved _____ 20 . _____, Mayor

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2477-23	Page:	1 of 7

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

THIS AGREEMENT is by and between City of Sheboygan ("Owner"), Sheboygan Water Utility ("Utility"), and Dorner, Inc. ("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: ***Indiana Avenue Reconstruction, South 24th Street to South 17th Street***

2.02 Owner and Utility are responsible for payment of the items as identified herein:

- A. Owner Items: Items Codes without SWU, as defined in contractor's bid.
- B. Utility Items: Items Codes with SWU, as defined in contractor's bid.

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 October 20, 2023 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, 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 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.

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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:
- 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,

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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.

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 Contents

- A. The Contract Documents consist of the following:


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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) and 13 pages of Water Main Replacement Drawings – Indiana Avenue – S. 24th ST to East of S. 19th St. produced by the Sheboygan Water Utility (cover page attached).
5. Addenda (not attached but incorporated by reference)
 - a. Number 1 dated 2/21/2023.
 - b. Number 2 dated 2/22/2023.
6. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor’s Bid consisting of 3 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 and Utility 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.

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

8.02 Contractor’s Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner or Utility, 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 and Utility stipulate that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

(Continued on next page)

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

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

OWNER:
City of Sheboygan

CONTRACTOR:
Dorner, Inc.

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

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

Date: _____

Date: _____

Attest:

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

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

Address for giving notices:

Date: _____

Signatures authorized pursuant to Res. ___-22-23.

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

Sheboygan Water Utility

Approved as to form and Execution:

By: _____
(signature)

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

Name, _____
Title: (printed)

Date: _____

Date: _____

2477- 23 Indiana Avenue Reconstruction South 24th Street to South 17th Street (#8389476)
 Owner: Sheboygan WI, City of
 Solicitor: Sheboygan WI, City of
 02/23/2023 10:00 AM CST

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Buteyn-Peterson Construction									
						Dorner Inc.		Vinton Construction Company		Company		LaLonde Contractors, Inc.		Jossart Brothers, Inc.	
						Unit Price	Extension	Unit Price2	Extension3	Unit Price4	Extension5	Unit Price6	Extension7	Unit Price8	Extension9
COS															
	1	COS	Mobilization (COS Items)	LS	1	\$86,715.00	\$86,715.00	\$140,000.00	\$140,000.00	\$180,000.00	\$180,000.00	\$49,155.70	\$49,155.70	\$225,000.00	\$225,000.00
	2	COS	Traffic Control	LS	1	\$17,500.00	\$17,500.00	\$16,500.00	\$16,500.00	\$16,500.00	\$16,500.00	\$16,500.00	\$16,500.00	\$18,000.00	\$18,000.00
	3	COS	Traffic Control - Detour Signing	LS	1	\$4,750.00	\$4,750.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00
	4	COS	Traffic Control - PCMS	Days	35	\$79.00	\$2,765.00	\$75.00	\$2,625.00	\$75.00	\$2,625.00	\$75.00	\$2,625.00	\$80.00	\$2,800.00
	5	COS	Construction Staking (COS Items)	LS	1	\$10,825.00	\$10,825.00	\$10,251.47	\$10,251.47	\$11,000.00	\$11,000.00	\$19,543.20	\$19,543.20	\$11,000.00	\$11,000.00
	6	COS	Excavation Common	CY	9792	\$12.00	\$117,504.00	\$18.00	\$176,256.00	\$18.00	\$176,256.00	\$18.50	\$181,152.00	\$18.90	\$185,068.80
	7	COS	Excavation Below Subgrade	CY	500	\$28.50	\$14,250.00	\$18.00	\$9,000.00	\$18.00	\$9,000.00	\$30.00	\$15,000.00	\$18.90	\$9,450.00
	8	COS	Removing Concrete Sidewalk	SY	1825	\$4.90	\$8,942.50	\$3.00	\$5,475.00	\$3.00	\$5,475.00	\$8.00	\$14,600.00	\$3.15	\$5,748.75
	9	COS	Removing Pavement	SY	13300	\$5.00	\$66,500.00	\$1.00	\$13,300.00	\$1.00	\$13,300.00	\$6.50	\$86,450.00	\$3.70	\$49,210.00
	10	COS	Removing Inlet Leads (8-Inch)	LF	127	\$15.00	\$1,905.00	\$37.00	\$4,699.00	\$15.00	\$1,905.00	\$15.00	\$1,905.00	\$20.00	\$2,540.00
	11	COS	Abandoning Inlet Leads (8-Inch)	LF	204	\$5.00	\$1,020.00	\$15.00	\$3,060.00	\$10.00	\$2,040.00	\$6.00	\$1,224.00	\$20.00	\$4,080.00
	12	COS	Removing Storm Manholes	Each	1	\$750.00	\$750.00	\$700.00	\$700.00	\$425.00	\$425.00	\$510.00	\$510.00	\$500.00	\$500.00
	13	COS	Removing Sanitary Manholes	Each	1	\$985.00	\$985.00	\$900.00	\$900.00	\$2,000.00	\$2,000.00	\$665.00	\$665.00	\$600.00	\$600.00
	14	COS	Removing Inlets	Each	21	\$500.00	\$10,500.00	\$390.00	\$8,190.00	\$265.00	\$5,565.00	\$405.00	\$8,505.00	\$400.00	\$8,400.00
	15	COS	Adjusting Inlets Type N-2	Each	3	\$450.00	\$1,350.00	\$450.00	\$1,350.00	\$1,220.00	\$3,660.00	\$960.00	\$2,880.00	\$700.00	\$2,100.00
	16	COS	Inlets Type N1	Each	25	\$2,635.00	\$65,875.00	\$3,143.00	\$78,575.00	\$2,315.00	\$57,875.00	\$2,800.00	\$70,000.00	\$700.00	\$17,500.00
	17	COS	Inlet Castings	Each	30	\$805.00	\$24,150.00	\$745.00	\$22,350.00	\$715.00	\$21,450.00	\$780.00	\$23,400.00	\$800.00	\$24,000.00
	18	COS	Adjusting Storm Manhole Major	Each	5	\$2,500.00	\$12,500.00	\$2,710.00	\$13,550.00	\$2,485.00	\$12,425.00	\$3,035.00	\$15,175.00	\$2,000.00	\$10,000.00
	19	COS	Adjusting Storm Manhole Minor	Each	3	\$500.00	\$1,500.00	\$540.00	\$1,620.00	\$660.00	\$1,980.00	\$900.00	\$2,700.00	\$1,100.00	\$3,300.00
	20	COS	Storm Manhole 4-FT Diameter	Each	3	\$4,236.00	\$12,708.00	\$4,812.00	\$14,436.00	\$4,145.00	\$12,435.00	\$5,210.00	\$15,630.00	\$4,550.00	\$13,650.00
	21	COS	Storm Manhole Casting	Each	11	\$700.00	\$7,700.00	\$645.00	\$7,095.00	\$600.00	\$6,600.00	\$702.00	\$7,722.00	\$700.00	\$7,700.00
	22	COS	Adjusting Sanitary Manhole Major	Each	3	\$2,500.00	\$7,500.00	\$1,770.00	\$5,310.00	\$1,750.00	\$5,250.00	\$1,500.00	\$4,500.00	\$2,300.00	\$6,900.00
	23	COS	Adjusting Sanitary Manhole Minor	Each	8	\$500.00	\$4,000.00	\$540.00	\$4,320.00	\$660.00	\$5,280.00	\$900.00	\$7,200.00	\$1,300.00	\$10,400.00
	24	COS	Sanitary Manhole 4-ft Diameter	Each	1	\$6,412.00	\$6,412.00	\$13,118.00	\$13,118.00	\$7,600.00	\$7,600.00	\$16,950.00	\$16,950.00	\$14,400.00	\$14,400.00
	25	COS	Sanitary Manhole Castings	Each	12	\$565.00	\$6,780.00	\$521.00	\$6,252.00	\$500.00	\$6,000.00	\$590.00	\$7,080.00	\$550.00	\$6,600.00
	26	COS	Reconnect Lateral	Each	2	\$1,330.00	\$2,660.00	\$3,935.00	\$7,870.00	\$1,500.00	\$3,000.00	\$9,700.00	\$19,400.00	\$2,200.00	\$4,400.00
	27	COS	Abandon 10-inch Sanitary Sewer between MH SA-16-053 and MH SA-16-024 and Abandon MH SA-16-024	LS	1	\$500.00	\$500.00	\$4,300.00	\$4,300.00	\$1,500.00	\$1,500.00	\$1,275.00	\$1,275.00	\$2,800.00	\$2,800.00
	28	COS	Base Aggregate Dense 3/4-Inch	Tons	425	\$19.20	\$8,160.00	\$23.00	\$9,775.00	\$23.00	\$9,775.00	\$25.00	\$10,625.00	\$24.15	\$10,263.75
	29	COS	Base Aggregate Dense 1 1/4-Inch	Tons	8500	\$16.60	\$141,100.00	\$13.75	\$116,875.00	\$13.75	\$116,875.00	\$22.50	\$191,250.00	\$14.45	\$122,825.00
	30	COS	Geo-Grid Type SR	SY	2500	\$1.50	\$3,750.00	\$2.50	\$6,250.00	\$2.50	\$6,250.00	\$2.07	\$5,175.00	\$2.63	\$6,575.00
	31	COS	Asphaltic Surface	Tons	300	\$142.50	\$42,750.00	\$136.35	\$40,905.00	\$135.00	\$40,500.00	\$135.00	\$40,500.00	\$142.00	\$42,600.00
	32	COS	Concrete Alley 7-Inch	SY	45	\$71.20	\$3,204.00	\$67.45	\$3,035.25	\$67.45	\$3,035.25	\$64.47	\$2,901.15	\$71.00	\$3,195.00
	33	COS	Concrete Pavement, 8-Inch	SY	9470	\$52.20	\$494,334.00	\$49.43	\$468,102.10	\$49.43	\$468,102.10	\$50.52	\$478,424.40	\$52.00	\$492,440.00
	34	COS	Concrete Paving Gaps	Each	10	\$105.60	\$1,056.00	\$100.00	\$1,000.00	\$100.00	\$1,000.00	\$1,222.00	\$12,220.00	\$105.00	\$1,050.00
	35	COS	Concrete Sidewalk 4-Inch	SF	15400	\$6.20	\$95,480.00	\$5.85	\$90,090.00	\$5.85	\$90,090.00	\$5.75	\$88,550.00	\$6.15	\$94,710.00
	36	COS	Concrete Driveway 6-Inch	SY	545	\$65.90	\$35,915.50	\$62.45	\$34,035.25	\$62.45	\$34,035.25	\$62.00	\$33,790.00	\$65.50	\$35,697.50
	37	COS	Concrete Curb and Gutter 30-Inch	LF	4525	\$19.50	\$88,237.50	\$18.50	\$83,712.50	\$18.50	\$83,712.50	\$19.67	\$89,006.75	\$19.50	\$88,237.50
	38	COS	Pedestrian Curb	LF	100	\$42.20	\$4,220.00	\$40.00	\$4,000.00	\$40.00	\$4,000.00	\$46.00	\$4,600.00	\$42.00	\$4,200.00
	39	COS	Detectable Warning Fields	SF	92	\$33.80	\$3,109.60	\$32.00	\$2,944.00	\$32.00	\$2,944.00	\$34.50	\$3,174.00	\$33.60	\$3,091.20
	40	COS	Detectable Warning Fields Radial	SF	347	\$58.10	\$20,160.70	\$55.00	\$19,085.00	\$55.00	\$19,085.00	\$48.00	\$16,656.00	\$57.25	\$19,865.75
	41	COS	8-Inch PVC Storm Sewer	LF	25	\$73.00	\$1,825.00	\$89.00	\$2,225.00	\$135.00	\$3,375.00	\$88.00	\$2,200.00	\$105.00	\$2,625.00
	42	COS	12-Inch PVC Storm Sewer	LF	958	\$95.00	\$91,010.00	\$103.00	\$98,674.00	\$100.00	\$95,800.00	\$115.00	\$110,170.00	\$122.00	\$116,876.00
	43	COS	18-Inch PVC Storm Sewer	LF	20	\$230.00	\$4,600.00	\$163.00	\$3,260.00	\$275.00	\$5,500.00	\$137.00	\$2,740.00	\$155.00	\$3,100.00
	44	COS	24-Inch PVC Storm Sewer	LF	40	\$272.00	\$10,880.00	\$269.00	\$10,760.00	\$275.00	\$11,000.00	\$190.00	\$7,600.00	\$200.00	\$8,000.00
	45	COS	8-Inch PVC Sanitary Sewer	LF	10	\$758.00	\$7,580.00	\$430.00	\$4,300.00	\$530.00	\$5,300.00	\$495.00	\$4,950.00	\$430.00	\$4,300.00
	46	COS	24-Inch PVC Sanitary Sewer	LF	18	\$1,056.00	\$19,008.00	\$655.00	\$11,790.00	\$485.00	\$8,730.00	\$250.00	\$4,500.00	\$700.00	\$12,600.00
	47	COS	Removing Pavement Markings	LF	295	\$1.50	\$442.50	\$1.00	\$295.00	\$1.00	\$295.00	\$1.00	\$295.00	\$350.00	\$103,250.00
	48	COS	Pavement Marking 4-Inch	LF	8470	\$1.00	\$8,470.00	\$0.95	\$8,046.50	\$0.95	\$8,046.50	\$0.95	\$8,046.50	\$1.00	\$8,470.00
	49	COS	Pavement Marking Crosswalk 6-Inch	LF	710	\$9.00	\$6,390.00	\$8.50	\$6,035.00	\$8.50	\$6,035.00	\$8.50	\$6,035.00	\$8.95	\$6,354.50
	50	COS	Pavement Marking Stop Line 12-Inch	LF	125	\$12.10	\$1,512.50	\$11.45	\$1,431.25	\$11.45	\$1,431.25	\$11.45	\$1,431.25	\$12.00	\$1,500.00
	51	COS	Pavement Marking Bike Symbol	Each	7	\$280.00	\$1,960.00	\$265.00	\$1,855.00	\$265.00	\$1,855.00	\$265.00	\$1,855.00	\$280.00	\$1,960.00
	52	COS	Pavement Marking Bike Arrow	Each	7	\$222.00	\$1,554.00	\$210.00	\$1,470.00	\$210.00	\$1,470.00	\$210.00	\$1,470.00	\$220.00	\$1,540.00
	53	COS	Pavement Marking Sharrow	Each	9	\$406.00	\$3,654.00	\$385.00	\$3,465.00	\$385.00	\$3,465.00	\$385.00	\$3,465.00	\$405.00	\$3,645.00
	54	COS	Pavement Marking Words	Each	1	\$335.00	\$335.00	\$315.00	\$315.00	\$315.00	\$315.00	\$315.00	\$315.00	\$330.00	\$330.00
	55	COS	Pavement Marking Arrows Type 2	Each	2	\$312.00	\$624.00	\$295.00	\$590.00	\$295.00	\$590.00	\$295.00	\$590.00	\$310.00	\$620.00
	56	COS	Pavement Marking 12-Inch Diagonal	LF	70	\$12.10	\$847.00	\$11.45	\$801.50	\$11.45	\$801.50	\$11.45	\$801.50	\$12.00	\$840.00

2477- 23 Indiana Avenue Reconstruction South 24th Street to South 17th Street (#8389476)
 Owner: Sheboygan WI, City of
 Solicitor: Sheboygan WI, City of
 02/23/2023 10:00 AM CST

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Buteyn-Peterson Construction									
						Dorner Inc.		Vinton Construction Company		Company		LaLonde Contractors, Inc.		Jossart Brothers, Inc.	
						Unit Price	Extension	Unit Price2	Extension3	Unit Price4	Extension5	Unit Price6	Extension7	Unit Price8	Extension9
	57	COS	Pavement Marking 8-Inch Channelizing	LF	112	\$1.60	\$179.20	\$1.55	\$173.60	\$1.55	\$173.60	\$1.55	\$173.60	\$1.65	\$184.80
	58	COS	Signs	SF	323.6	\$25.00	\$8,090.00	\$19.65	\$6,358.74	\$30.00	\$9,708.00	\$19.65	\$6,358.74	\$31.50	\$10,193.40
	59	COS	Sign Posts Tubular Steel	Each	24	\$200.00	\$4,800.00	\$152.00	\$3,648.00	\$250.00	\$6,000.00	\$152.00	\$3,648.00	\$265.00	\$6,360.00
	60	COS	Pull Boxes	Each	1	\$1,850.00	\$1,850.00	\$1,750.00	\$1,750.00	\$1,750.00	\$1,750.00	\$1,858.00	\$1,858.00	\$1,850.00	\$1,850.00
	61	COS	Concrete Base Type A	Each	19	\$1,110.00	\$21,090.00	\$1,050.00	\$19,950.00	\$1,050.00	\$19,950.00	\$1,658.00	\$31,502.00	\$1,100.00	\$20,900.00
	62	COS	Concrete Base Type B	Each	12	\$1,215.00	\$14,580.00	\$1,150.00	\$13,800.00	\$1,150.00	\$13,800.00	\$1,658.00	\$19,896.00	\$1,200.00	\$14,400.00
	63	COS	Electric Service Meter Breaker Pedestal	Each	1	\$1,850.00	\$1,850.00	\$1,750.00	\$1,750.00	\$1,750.00	\$1,750.00	\$1,950.00	\$1,950.00	\$1,850.00	\$1,850.00
	64	COS	Lighting Control Cabinet and Base	Each	1	\$10,300.00	\$10,300.00	\$9,750.00	\$9,750.00	\$9,750.00	\$9,750.00	\$15,000.00	\$15,000.00	\$10,250.00	\$10,250.00
	65	COS	Lighting Assembly 14-Foot Pole	Each	19	\$2,585.00	\$49,115.00	\$2,450.00	\$46,550.00	\$2,450.00	\$46,550.00	\$2,950.00	\$56,050.00	\$2,575.00	\$48,925.00
	66	COS	Lighting Assembly 30-Foot Pole	Each	12	\$4,100.00	\$49,200.00	\$3,875.00	\$46,500.00	\$3,875.00	\$46,500.00	\$4,400.00	\$52,800.00	\$4,075.00	\$48,900.00
	67	COS	Conduit, 2-Inch	LF	3850	\$8.40	\$32,340.00	\$8.00	\$30,800.00	\$8.00	\$30,800.00	\$8.50	\$32,725.00	\$8.40	\$32,340.00
	68	COS	Wiring 4 AWG	LF	12540	\$2.20	\$27,588.00	\$2.10	\$26,334.00	\$2.10	\$26,334.00	\$2.95	\$36,993.00	\$2.20	\$27,588.00
	69	COS	Inlet Protection	Each	60	\$105.00	\$6,300.00	\$69.00	\$4,140.00	\$75.00	\$4,500.00	\$69.00	\$4,140.00	\$80.00	\$4,800.00
	70	COS	Rock Bags	Each	30	\$15.00	\$450.00	\$15.00	\$450.00	\$1.00	\$30.00	\$15.00	\$450.00	\$1.05	\$31.50
	71	COS	Silt Fence	LF	1300	\$2.30	\$2,990.00	\$2.00	\$2,600.00	\$2.50	\$3,250.00	\$2.00	\$2,600.00	\$2.63	\$3,419.00
	72	COS	Topsoil	SY	3000	\$8.10	\$24,300.00	\$8.00	\$24,000.00	\$8.00	\$24,000.00	\$8.55	\$25,650.00	\$8.40	\$25,200.00
	73	COS	Hydro-Seed	SY	3000	\$1.35	\$4,050.00	\$0.80	\$2,400.00	\$1.50	\$4,500.00	\$0.80	\$2,400.00	\$1.60	\$4,800.00
	74	COS	Sawing Asphalt	LF	190	\$3.00	\$570.00	\$3.00	\$570.00	\$2.00	\$380.00	\$1.75	\$332.50	\$2.00	\$380.00
	75	COS	Sawing Concrete	LF	800	\$3.50	\$2,800.00	\$3.00	\$2,400.00	\$3.00	\$2,400.00	\$2.35	\$1,880.00	\$3.00	\$2,400.00
	76	COS	Allowance for Contaminated Soil Disposal	LS	1	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
	77	COS	Allowance - Video Conversion	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
COS Total							\$1,903,158.00		\$1,894,649.16		\$1,901,184.95		\$2,065,990.29		\$2,156,680.45
SWU															
	78	SWU	Mobilization (SWU Items)	LS	1	\$4,500.00	\$4,500.00	\$20,000.00	\$20,000.00	\$4,000.00	\$4,000.00	\$5,500.00	\$5,500.00	\$5,000.00	\$5,000.00
	79	SWU	Construction Staking (SWU Items)	LS	1	\$2,300.00	\$2,300.00	\$2,138.43	\$2,138.43	\$2,500.00	\$2,500.00	\$3,153.60	\$3,153.60	\$2,500.00	\$2,500.00
	80	SWU	12-in PVC Water Main, Furnish & Install	LF	1340	\$170.00	\$227,800.00	\$170.00	\$227,800.00	\$180.00	\$241,200.00	\$155.00	\$207,700.00	\$162.00	\$217,080.00
	81	SWU	12-in DIP Water Main, with Nitrile Gaskets, Furnish & Install	LF	660	\$220.00	\$145,200.00	\$180.00	\$118,800.00	\$203.00	\$133,980.00	\$189.00	\$124,740.00	\$182.00	\$120,120.00
	82	SWU	8-in PVC Water Main, Furnish & Install	LF	320	\$140.00	\$44,800.00	\$155.00	\$49,600.00	\$160.00	\$51,200.00	\$115.00	\$36,800.00	\$132.00	\$42,240.00
	83	SWU	6-in PVC Water Main, Furnish & Install	LF	58	\$180.00	\$10,440.00	\$144.00	\$8,352.00	\$440.00	\$25,520.00	\$155.00	\$8,990.00	\$130.00	\$7,540.00
	84	SWU	6-in DI water main & hydrant lead, furnish & install	LF	120	\$158.00	\$18,960.00	\$127.00	\$15,240.00	\$170.00	\$20,400.00	\$105.00	\$12,600.00	\$150.00	\$18,000.00
	85	SWU	12-in Valve and Box, Furnish & Install	EA	9	\$5,100.00	\$45,900.00	\$5,099.00	\$45,891.00	\$5,500.00	\$49,500.00	\$5,200.00	\$46,800.00	\$5,300.00	\$47,700.00
	86	SWU	8-in Valve and Box, Furnish & Install	EA	4	\$2,910.00	\$11,640.00	\$2,730.00	\$10,920.00	\$3,200.00	\$12,800.00	\$3,085.00	\$12,340.00	\$3,000.00	\$12,000.00
	87	SWU	6-in Valve and Box, Furnish & Install	EA	6	\$2,075.00	\$12,450.00	\$2,027.00	\$12,162.00	\$2,350.00	\$14,100.00	\$2,275.00	\$13,650.00	\$2,150.00	\$12,900.00
	88	SWU	Fire Hydrant, Furnish & Install	EA	6	\$6,300.00	\$37,800.00	\$6,348.00	\$38,088.00	\$6,705.00	\$40,230.00	\$6,250.00	\$37,500.00	\$5,800.00	\$34,800.00
	89	SWU	1-1/2-in Stone Foundation, Delivered and Placed	CY	300	\$0.01	\$3.00	\$36.50	\$10,950.00	\$40.00	\$12,000.00	\$25.00	\$7,500.00	\$30.00	\$9,000.00
	90	SWU	Temporary Water Supply	LS	1	\$2,500.00	\$2,500.00	\$18,770.00	\$18,770.00	\$9,750.00	\$9,750.00	\$10,500.00	\$10,500.00	\$6,000.00	\$6,000.00
	91	SWU	Manual Air Relief Assembly, Furnish & Install	EA	1	\$1,615.00	\$1,615.00	\$2,328.00	\$2,328.00	\$2,500.00	\$2,500.00	\$2,800.00	\$2,800.00	\$2,300.00	\$2,300.00
	92	SWU	Long Water 1-in Service Replacement, Main to Curb Stop, Furnish & Install	LS	8	\$3,000.00	\$24,000.00	\$3,800.00	\$30,400.00	\$2,950.00	\$23,600.00	\$3,500.00	\$28,000.00	\$4,650.00	\$37,200.00
	93	SWU	Short Water 1-in Service Replacement, Main to Curb Stop, Furnish & Install	LS	5	\$1,275.00	\$6,375.00	\$2,800.00	\$14,000.00	\$1,950.00	\$9,750.00	\$2,688.00	\$13,440.00	\$3,250.00	\$16,250.00
	94	SWU	1-in Water Service Replacement, Curb Stop to Meter Setting, Furnish & Install	LS	14	\$3,115.00	\$43,610.00	\$2,800.00	\$39,200.00	\$2,800.00	\$39,200.00	\$3,892.00	\$54,488.00	\$3,675.00	\$51,450.00
	95	SWU	Copper Reconnect	EA	15	\$715.00	\$10,725.00	\$2,725.00	\$40,875.00	\$3,665.00	\$54,975.00	\$2,200.00	\$33,000.00	\$800.00	\$12,000.00
	96	SWU	Meter Setting Rebuild	EA	15	\$525.00	\$7,875.00	\$800.00	\$12,000.00	\$800.00	\$12,000.00	\$858.00	\$12,870.00	\$800.00	\$12,000.00
	97	SWU	Electrical Grounding	EA	28	\$525.00	\$14,700.00	\$275.00	\$7,700.00	\$400.00	\$11,200.00	\$606.00	\$16,968.00	\$525.00	\$14,700.00
	98	SWU	8-in DIP Water Main, with Nitrile Gaskets, Furnish and Install	LF	80	\$155.00	\$12,400.00	\$175.00	\$14,000.00	\$165.00	\$13,200.00	\$143.00	\$11,440.00	\$175.00	\$14,000.00
	99	SWU	6-in DIP Water Main, with Nitrile Gaskets, Furnish and Install	LF	12	\$240.00	\$2,880.00	\$161.00	\$1,932.00	\$505.00	\$6,060.00	\$245.00	\$2,940.00	\$250.00	\$3,000.00
SWU Total							\$688,473.00		\$741,146.43		\$789,665.00		\$703,719.60		\$697,780.00
Grand Total:							\$2,591,631.00		\$2,635,795.59		\$2,690,849.95		\$2,769,709.89		\$2,854,460.45


PROJECT MANUAL

**BID NUMBER:
2477-23**




**Indiana Avenue Reconstruction
South 24th Street to South 17th Street**

February 2023


	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title: Table of Contents	
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**Indiana Avenue Reconstruction
South 24th Street to South 17th Street**

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ADVERTISEMENT FOR BIDS

Indiana Avenue Reconstruction South 24th Street to South 17th Street

Bid No. 2477-23

Owner and Work: The City of Sheboygan and the Sheboygan Water Utility hereby gives notice that sealed public bids will be received for Indiana Avenue Reconstruction, South 24th Street to South 17th Street. The majority work of this contract is generally described as follows:

- 13,400 SY of Concrete Pavement Removal,
- 9,800 CY of Excavation Common,
- 4,500 Tons of Base Aggregate,
- 9,500 SY of Concrete Pavement
- 4,500 LF of Curb and Gutter,
- 300 Tons of Asphaltic Surface,
- 15,400 SF of Concrete Sidewalk,
- 25 Precast Inlets,
- 3 Precast Manholes,
- 1,020 LF of Storm Sewer (8-inch to 24-inch),
- 2170 LF of primarily 12" water main and appurtenances,
- 14 EA water services from water main to meter setting,
- 28 EA electrical grounding installations,
- 31 EA Street and Path Lights,
- 3,800 LF of Conduit,
- 22,800 LF of Electrical Wire.

Time and Place of Bid Opening: Bids will be received until 10:00 AM Local Time on Thursday, February 23, 2023. Bids will be received using the QuestCDN vBid website. No Paper bids will be accepted. Prospective bidders must be on the plan holders list through QuestCDN for bids to be accepted. To access the bid form, download the project documents and select the online bidding button on the online advertisement. As soon as practical, after said closing time, all bids will be opened online and a summary of the bids will be available. A public opening will be held at the Municipal Services Building located at 2026 New Jersey Avenue, Sheboygan, WI.


Bidding Documents: Complete digital project bidding documents are available at www.questcdn.com. You may download the digital plan documents for a non-refundable fee of \$42 from the QuestCDN Website.

Quest eBidDoc Number for this project is: 8389476

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

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

Subcontractors: The apparent Successful Bidder, and any other Bidder so requested, shall within ten (10) days after Bid opening, submit to the City a Bidder's Proof of Responsibility Affidavit and Non-Collusion Affidavit from each Subcontractor. Forms are included in the proposed contract documents.

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

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

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



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ARTICLE 1 – DEFINED TERMS


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

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

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

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

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

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

4.01 Site and Other Areas

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


4.02 Existing Site Conditions

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

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

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

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

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4.03 Site Visit and Testing by Bidders

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


4.04 Other Work at the Site

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

ARTICLE 5 – BIDDER'S REPRESENTATIONS

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

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

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

ARTICLE 6 – PRE-BID CONFERENCE

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

ARTICLE 7 – INTERPRETATIONS AND ADDENDA


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

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

ARTICLE 8 – BID SECURITY

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

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

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

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

ARTICLE 9 – CONTRACT TIMES

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

ARTICLE 10 – LIQUIDATED DAMAGES


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

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

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

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- 12.03 Bidder shall submit with the bid a list of proposed subcontractors in accordance with Wisconsin Statute Section 66.0901(7). The list may not be added to nor altered without the written consent of the City.

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12.04 The apparent Successful Bidder, and any other Bidder so requested, shall within ten days after Bid opening, submit to the City a Bidder’s Proof of Responsibility and Non-Collusion Affidavit (Document 00 45 20) from each Subcontractor.

If City, after due investigation, has reasonable objection to any proposed Subcontractor, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

12.05 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor so listed and against which City makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF BID

13.01 The Electronic Bid Worksheet is available from QuestCDN. To access the electronic bid worksheet, download the project documents, then select online bidding on QuestCDN. A summary of the items and units is included in the documents for reference. The official bid worksheet is only available on QuestCDN

13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.

13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership’s address for receiving notices shall be shown.

13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm’s address for receiving notices shall be shown.


13.05 A Bid by an individual shall show the Bidder’s name and address for receiving notices.

13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture’s address for receiving notices shall be shown.

13.07 All names shall be printed in ink below the signatures.

13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Bid Form.

13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

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ARTICLE 14 – BASIS OF BID

14.01 Unit Price

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

If Alternates are present, include a separate unit price for each Alternate provided on the Bid Form. The price for the Alternates will be the amount added to or deleted from the Base Bid if the Owner selects the Alternate. In the evaluation of Bids, Owner may select any combination of Alternates or Owner may choose not to accept any Alternate Bids.
- B. The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity” (which Owner or its representative has set forth in the Bid Worksheet) for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions and as modified in the Supplementary Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.02 Allowances


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

ARTICLE 15 – SUBMITTAL OF BID

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

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

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

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		Bid Number:	2477-22	Page:

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

ARTICLE 17 – OPENING OF BIDS

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

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.


19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid. Only after authorization for such award is made by the City of Sheboygan Common Council, to whom all proposals will be referred for consideration, will the contract be awarded.

19.03 Evaluation of Bids

- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Worksheet or prior to the Notice of Award.
- B. Bids will be evaluated and the low Bidder determined pursuant to Article 19:
 - 1. If no Alternate is present, bids will be compared on the basis of the “Base Bid” and this amount will be the basis for determining the lowest Bidder.
 - 2. If an Alternate is present, bids will be compared on the basis of the “Adjusted Base Bid” and this amount will be the basis for determining the lowest Bidder. The sum of the Total Base Bid and any combination of Alternates accepted by the Owner will determine the “Adjusted Base Bid.”

19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.


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ARTICLE 20 – BONDS AND INSURANCE

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

ARTICLE 21 – SIGNING OF AGREEMENT

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

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ARTICLE 1 – THE PROJECT

1.01 The Project, of which the Work under the Bid is a part, is generally described as follows: Indiana Avenue Reconstruction South 24th Street to South 17th Street, for the City of Sheboygan, Wisconsin, City Bid Number: 2477-23.

ARTICLE 2 – BID RECIPIENT

2.01 This Bid is submitted to:

City of Sheboygan
2026 New Jersey Ave
Sheboygan, WI 53081

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

ARTICLE 3 – BIDDER’S ACKNOWLEDGEMENTS

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

ARTICLE 4 – BIDDER’S REPRESENTATIONS

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


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

Addendum No.	Addendum, Date
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2)

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reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

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

ARTICLE 5 – BIDDER’S CERTIFICATION

5.01 *Bidder certifies that:*

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

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artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

- 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- F. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

ARTICLE 6 – BASIS OF BID

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

ARTICLE 7 – TIME OF COMPLETION

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

ARTICLE 8 – ATTACHMENTS TO THIS BID


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

ARTICLE 9 – DEFINED TERMS


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

ARTICLE 10 – BIDDER'S PROOF OF RESPONSIBLY AFFIDAVIT

- 10.01 *Bidder certifies that.*
 - A. The bidder maintains a permanent place of business.

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- B. The bidder is authorized to do business in the State of Wisconsin.
- C. The bidder possesses all valid, effective licenses, registrations, or certificates required for the bidder or its employees by federal, state, county or local law, necessary for the type of work it seeks to perform, including, but not limited to, licenses, registrations or certifications for any type of trade work or specialty work.
- D. For projects funded in whole or in part by federal or state funding, that the bidder, or any agent, partner, employee or officer of the bidder, is not debarred, suspended, proposed for debarment or declared ineligible from contracting with any unit of federal, state or local government.
- E. The bidder complies with 42 U.S.C. § 2000e and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provision).
- F. The bidder has general liability, workers' compensation and automobile insurance at levels sufficient to protect the city given the size of the project.
- G. The bidder has complied with 40 U.S.C §§ 3141-3148 (Federal Davis-Bacon related Acts), and all rules and regulation therein, for projects undertaken by the contactor that are covered by these laws, for the past five (5) years.
- H. For projects funded in whole or in part by federal or state funding, and where the contract amount exceeds \$100,000, the bidder participates in a Registered Apprenticeship Program.
- I. For projects funded in whole or in part by federal or state funding, that the Bidder has a written substance abuse prevention program meeting the requirements of Wis. Stat § 103.503.
- J. The employees who will perform work on the project are properly classified as employees or independent contractors under all applicable state and federal laws.
- K. The bidder has not been the subject of any investigation, order or judgment from any state or federal agency or court concerning an employment practice, including but not limited to, classification of employees, unemployment insurance, wage and hour laws, discrimination. If the bidder has been the subject of any investigation, order or judgment from any state or federal agency or court concerning an employment practice, the contactor must provide copies of the investigation, order or judgment.
- L. Within the last five (5) years, the bidder has not been found by a final decision of a court or government agency in violation of any other law relating to its contracting business, including but not limited to environmental laws, bid-rigging or price fixing, antitrust or tax laws, where the penalty for such violation resulted in the imposition of fine, back pay damages or any other type of penalty in the amount of more than \$10,000.
- M. The bidder's employees who will perform work on the project are:
 - 1. Covered under a current workers' compensation policy; and
 - 2. Properly classified under such policy.
- N. The bidder complies with all laws regarding health insurance coverage for employees.
- O. The bidder has adequate financial resources to complete the public contract, as well as all other work the bidder is presently under contract to complete.
- P. The bidder is bondable for the terms of the proposed public works contract.


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- Q. If required in the Director's discretion, the bidder has a record, viewable by the City upon request, of satisfactorily completing at least five projects of similar size and complexity within the last five years. Criteria that will be considered in determining satisfactory completion of projects may include, but is not limited to:
1. Completion of contracts in accordance with drawing and specifications;
 2. Diligent execution of the work and completed contracts according to the established time schedules unless extensions are granted by the owner; and
 3. Fulfilled guarantee requirements of the contract documents.
- R. The bidder has, and diligently maintains, a written safety program.
- S. The bidder has not received a serious, willful or repeated violation from OSHA in the last ten (10) years.
- T. The bidder has not defaulted on any project in the past three (3) years.

ARTICLE 11 – SUBCONTRACTORS

- 11.01 Bidder agrees that Successful Bidder, and any other Bidder so requested, shall within ten (10) days after Bid opening, submit to the City a Proof of Responsibility Affidavit and Non-Collusion Affidavit from each Subcontractor (Document 00 45 20).

(Continued on Next Page)

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ARTICLE 12 – BID SUBMITTAL

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

By: _____
[Signature]

_____ *[Printed name]*

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

Attest: _____
[Signature]

_____ *[Printed name]*

Title: _____


Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Unit Price Worksheet		
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PART 1 – GENERAL

1.01 SUMMARY

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

PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

Section Title	Line Item	Item Code	Item Description	UofM	Total	Unit Price	Extension
COS	Required				Quantity		
	1	COS	Mobilization (COS Items)	LS	1		
	2	COS	Traffic Control	LS	1		
	3	COS	Traffic Control - Detour Signing	LS	1		
	4	COS	Traffic Control - PCMS	Days	35		
	5	COS	Construction Staking (COS Items)	LS	1		
	6	COS	Excavation Common	CY	9792		
	7	COS	Excavation Below Subgrade	CY	500		
	8	COS	Removing Concrete Sidewalk	SY	1825		
	9	COS	Removing Pavement	SY	13300		
	10	COS	Removing Inlet Leads (8-Inch)	LF	127		
	11	COS	Abandoning Inlet Leads (8-Inch)	LF	204		
	12	COS	Removing Storm Manholes	Each	1		
	13	COS	Removing Sanitary Manholes	Each	1		
	14	COS	Removing Inlets	Each	21		
	15	COS	Adjusting Inlets Type N-2	Each	3		
	16	COS	Inlets Type N1	Each	25		
	17	COS	Inlet Castings	Each	30		
	18	COS	Adjusting Storm Manhole Major	Each	5		
	19	COS	Adjusting Storm Manhole Minor	Each	3		
	20	COS	Storm Manhole 4-FT Diameter	Each	3		
	21	COS	Storm Manhole Casting	Each	11		
	22	COS	Adjusting Sanitary Manhole Major	Each	3		
	23	COS	Adjusting Sanitary Manhole Minor	Each	8		
	24	COS	Sanitary Manhole 4-ft Diameter	Each	1		
	25	COS	Sanitary Manhole Castings	Each	12		
	26	COS	Replace Wye Lateral Connection	Each	1		
	27	COS	Seal 10-Inch Sanitary Pipe	Each	1		
	28	COS	Base Aggregate Dense 3/4-Inch	Tons	425		
	29	COS	Base Aggregate Dense 1 1/4-Inch	Tons	8500		
	30	COS	Geo-Grid Type SR	SY	2500		
	31	COS	Asphaltic Surface	Tons	300		
	32	COS	Concrete Alley 7-Inch	SY	45		
	33	COS	Concrete Pavement, 8-Inch	SY	9470		
	34	COS	Concrete Paving Gaps	Each	10		
	35	COS	Concrete Sidewalk 4-Inch	SF	15400		
	36	COS	Concrete Driveway 6-Inch	SY	545		
	37	COS	Concrete Curb and Gutter 30-Inch	LF	4525		
	38	COS	Pedestrian Curb	LF	100		
	39	COS	Detectable Warning Fields	SF	92		
	40	COS	Detectable Warning Fields Radial	SF	347		
	41	COS	8-Inch PVC Storm Sewer	LF	25		
	42	COS	12-Inch PVC Storm Sewer	LF	958		
	43	COS	18-inch PVC Storm Sewer	LF	20		
	44	COS	24-Inch PVC Storm Sewer	LF	40		
	45	COS	8-Inch PVC Sanitary Sewer	LF	10		
	46	COS	24-Inch PVC Sanitary Sewer	LF	10		
	47	COS	Removing Pavement Markings	LF	295		
	48	COS	Pavement Marking 4-Inch	LF	8470		
	49	COS	Pavement Marking Crosswalk 6-Inch	LF	710		
	50	COS	Pavement Marking Stop Line 12-Inch	LF	125		
	51	COS	Pavement Marking Bike Symbol	Each	7		
	52	COS	Pavement Marking Bike Arrow	Each	7		
	53	COS	Pavement Marking Sharrow	Each	9		
	54	COS	Pavement Marking Words	Each	1		
	55	COS	Pavement Marking Arrows Type 2	Each	2		
	56	COS	Pavement Marking 12-Inch Diagonal	LF	70		

	57 COS	Pavement Marking 8-Inch Channelizing	LF	112	
	58 COS	Signs	SF	323.6	
	59 COS	Sign Posts Tubular Steel	Each	24	
	60 COS	Pull Boxes	Each	1	
	61 COS	Concrete Base Type A	Each	19	
	62 COS	Concrete Base Type B	Each	12	
	63 COS	Electric Service Meter Breaker Pedestal	Each	1	
	64 COS	Lighting Control Cabinet and Base	Each	1	
	65 COS	Lighting Assembly 14-Foot Pole	Each	19	
	66 COS	Lighting Assembly 30-Foot Pole	Each	12	
	67 COS	Conduit, 2-Inch	LF	3850	
	68 COS	Wiring 4 AWG	LF	12540	
	69 COS	Inlet Protection	Each	60	
	70 COS	Rock Bags	Each	30	
	71 COS	Silt Fence	LF	1300	
	72 COS	Topsoil	SY	3000	
	73 COS	Hydro-Seed	SY	3000	
	74 COS	Sawing Asphalt	LF	190	
	75 COS	Sawing Concrete	LF	800	
	Fixed				
	76 COS	Allowance for Contaminated Soil Disposal	LS	1	30,000
	77 COS	Allowance - Video Conversion	LS	1	10,000
SWU	Required				
	78 SWU	Mobilization (SWU Items)	LS	1	
	79 SWU	Construction Staking (SWU Items)	LS	1	
	80 SWU	12" PVC Water Main, Furnish & Install	LF	1775	
	81 SWU	12-in DIP Water Main, Furnish & Install	LF	225	
	82 SWU	8-in PVC Water Main, Furnish & Install	LF	400	
	83 SWU	6-in PVC Water Main, Furnish & Install	LF	70	
	84 SWU	6-in DI water main & hydrant lead, furnish & LF	LF	120	
	85 SWU	12-in Valve and Box, Furnish & Install	EA	9	
	86 SWU	8-in Valve and Box, Furnish & Install	EA	4	
	87 SWU	6-in Valve and Box, Furnish & Install	EA	6	
	88 SWU	Fire Hydrant, Furnish & Install	EA	6	
	89 SWU	1-1/2" Stone Foundation, Delivered and Plac	CY	300	
	90 SWU	Temporary Water Supply	LS	1	
	91 SWU	Manual Air Relief Assembly, Furnish & Install	EA	1	
	92 SWU	Long Water 1" Service Replacement, Main to	LS	8	
	93 SWU	Short Water 1" Service Replacement, Main to	LS	5	
	94 SWU	1" Water Service Replacement, Curb Stop to	LS	14	
	95 SWU	Copper Reconnect	EA	15	
	96 SWU	Meter Setting Rebuild	EA	15	
	97 SWU	Electrical Grounding	EA	28	

BID BOND

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

BIDDER (*Name and Address*):

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

OWNER (*Name and Address*):

BID

Bid Due Date:

Description (*Project Name— Include Location*):

BOND

Bond Number:

Date:

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

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

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

*Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.*

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

- 8. Major Equipment. Attach a list of major Equipment owned.
- 9. Completed Contracts. Attach a list of contracts which have been awarded to you in the last three years. The list shall include: Name, Owner, Amount, Engineer/Architect
- 10. Show Background and Experiences of the principal members of your personnel including the officers.

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

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

- 11. Have you ever failed to complete any work awarded to you? Yes No
If yes, file separate sheet with details.
- 12. Have you ever defaulted on a contract? Yes No
If yes, file separate sheet with details.
- 13. Are any of the above-listed principal members debarred, suspended, proposed for debarment or declared ineligible from contracting with any unit of federal, state or local government? Yes No
If yes, file separate sheet with details.
- 14. Have you ever been the subject of any investigation, order or judgment from any state or federal agency or court concerning an employment practice? Yes No
If Yes, attach a copy of the investigation, order or judgment.
- 15. Within the last 5 years, have you been found by a court or government agency to be in violation of any law relating to your contracting business including, but not limited to environmental laws, bid-rigging or price-fixing, antitrust or tax laws, where the penalty for such violation resulted in a fine, damages or other penalty equal to or greater than \$10,000? Yes No
If Yes, attach a copy of the final order.
- 16. Are you in compliance with 42 U.S.C. 2000e (Federal Equal Opportunity Employment)? Yes No
- 17. Are you in compliance with 40 U.S.C. §§ 3141-3148 (Federal Davis Bacon Act)? Yes No
- 18. Do you participate in a Registered Apprenticeship Program validated by the U.S. Dept. of Labor or the WI Dept. of Workforce Development? Yes No

- 19. Do you have a written substance abuse prevention program that meets the requirements of Wis. Stat. §103.503? Yes No
- 20. Do you have a written safety plan? Yes No
- 21. Have you received a serious, willful or repeated violation from OSHA in the last 10 years? Yes No

Contractor's Financial Statement

22. The latest completed financial statement prepared by a qualified or independent accountant or accounting firm listing the same requested information below may be attached if it contains the same information requested below.

Condition at Close of Business on _____

ASSETS

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

LIABILITIES

h. Accounts, Notes & Interest Payable	\$ _____
i. Other Liabilities	\$ _____
TOTAL LIABILITIES	\$ _____
NET WORTH	\$ _____

- 23. Credit available. Furnish written evidence, preferably from banks.
- 24. Additional information may be submitted if desired., _____

Affidavit

STATE OF _____)
) SS.
COUNTY OF _____)

_____ being duly sworn, deposes and says that he/she is the
(Print Officer/Owner Name)

_____ of _____
(Print Title) (Name of Firm)

and that the answers to the foregoing questions and all statements therein contained are true and correct, and that any owner, bonding company, or other agency, herein named is hereby authorized to supply the municipality, City of Kenosha, with any information deemed necessary to verify this statement.

(Signature of Officer/Owner) (Date)

Subscribed and sworn before me on this _____ day of _____, _____
Day Month Year

Notary Public

Print Name


County, State

My commission expires: _____

APPROVED BY:

Director of Public Works (or designee)


Date

PROJECT MAN				
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Proof of Responsibility and Non-Collusion Affidavit - Subcontractor	
		Section:	00 45 20	
		Bid Number:	2477-23	Page:

ARTICLE 1 – PROOF OF RESPONSIBILY AFFIDAVIT

1.01 *Subcontractor certifies that:*

- A. The Subcontractor maintains a permanent place of business.
- B. The Subcontractor is authorized to do business in the State of Wisconsin.
- C. The Subcontractor possesses all valid, effective licenses, registrations, or certificates required for the Subcontractor or its employees by federal, state, county or local law, necessary for the type of work it seeks to perform, including, but not limited to, licenses, registrations or certifications for any type of trade work or specialty work.
- D. For projects funded in whole or in part by federal or state funding, that the Subcontractor, or any agent, partner, employee or officer of the Subcontractor, is not debarred, suspended, proposed for debarment or declared ineligible from contracting with any unit of federal, state or local government.
- E. The Subcontractor complies with 42 U.S.C. § 2000e and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provision).
- F. The Subcontractor has general liability, workers' compensation and automobile insurance at levels sufficient to protect the city given the size of the project.
- G. The Subcontractor has complied with 40 U.S.C §§ 3141-3148 (Federal Davis-Bacon related Acts), and all rules and regulation therein, for projects undertaken by the contractor that are covered by these laws, for the past five (5) years.
- H. For projects funded in whole or in part by federal or state funding, and where the contract amount exceeds \$100,000, the Subcontractor participates in a Registered Apprenticeship Program.
- I. For projects funded in whole or in part by federal or state funding, that the Subcontractor has a written substance abuse prevention program meeting the requirements of Wis. Stat § 103.503.
- J. The employees who will perform work on the project are properly classified as employees or independent Subcontractors under all applicable state and federal laws.
- K. The Subcontractor has not been the subject of any investigation, order or judgment from any state or federal agency or court concerning an employment practice, including but not limited to, classification of employees, unemployment insurance, wage and hour laws, discrimination. If the Subcontractor has been the subject of any investigation, order or judgment from any state or federal agency or court concerning an employment practice, the contractor must provide copies of the investigation, order or judgment.
- L. Within the last five (5) years, the Subcontractor has not been found by a final decision of a court or government agency in violation of any other law relating to its contracting business, including but not limited to environmental laws, bid-rigging or price fixing, antitrust or tax laws, where the penalty for such violation resulted in the imposition of fine, back pay damages or any other type of penalty in the amount of more than \$10,000.

PROJECT MAN				
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- M. The Subcontractor’s employees who will perform work on the project are:
 - 1. Covered under a current workers’ compensation policy; and
 - 2. Properly classified under such policy.
- N. The Subcontractor complies with all laws regarding health insurance coverage for employees.
- O. The Subcontractor has adequate financial resources to complete the public contract, as well as all other work the Subcontractor is presently under contract to complete.
- P. The Subcontractor is bondable for the terms of the proposed public works contract.
- Q. If required in the Director’s discretion, the Subcontractor has a record, viewable by the City upon request, of satisfactorily completing at least five projects of similar size and complexity within the last five years. Criteria that will be considered in determining satisfactory completion of projects may include, but is not limited to:
 - 1. Completion of contracts in accordance with drawing and specifications;
 - 2. Diligent execution of the work and completed contracts according to the established time schedules unless extensions are granted by the owner; and
 - 3. Fulfilled guarantee requirements of the contract documents.
- R. The Subcontractor has, and diligently maintains, a written safety program.
- S. The Subcontractor has not received a serious, willful or repeated violation from OSHA in the last ten (10) years.
- T. The Subcontractor has not defaulted on any project in the past three (3) years.

ARTICLE 2 – NON-COLLUSION AFFIDAVIT

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

(Continued on Next Page)

PROJECT MAN

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Subcontractor: *[Indicate correct name of entity]*

By:
[Signature] _____

[Printed name] _____


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

Attest:
[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____


	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	List of Subcontractors		
		Section:	00 45 50		
		Bid Number:	2477-23	Page:	1 of 1

Project Name: **Indiana Avenue Reconstruction, South 24th Street to South 17th Street**

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

No Subcontractors.

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

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**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 _____ ("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: ***Indiana Avenue Reconstruction, South 24th Street to South 17th Street***

2.02 Owner and Utility are responsible for payment of the items as identified herein:

- A. Owner Items: Items Codes without SWU, as defined in contractor's bid
- B. Utility Items: Items Codes with SWU, as defined in contractor's bid

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 October 20, 2023 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, 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 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

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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:
- 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.

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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 **{Number}** dated **{Date}**.
 - b. Number **{Number}** dated **{Date}**.
 - c. Number **{Number}** dated **{Date}**.
 6. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid consisting of **{Total Pages}**.
 7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed,
 - b. Work Change Directives,
 - c. Change Orders,
 - d. Field Order,
 - e. Task Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

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

8.01 *Contractor's Representations*


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

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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,

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

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

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

OWNER:
City of Sheboygan

CONTRACTOR:
{Contractor} _____

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

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

Date: _____

Date: _____

Attest:

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

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

Address for giving notices:

Date: _____

Signatures authorized pursuant to Res. ___-22-23.

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

Sheboygan Water Utility

Approved as to form and Execution:

By: _____
(signature)

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

Name, _____
Title: (printed)

Date: _____

Date: _____

Project Name: Click here to enter text.

Bid Number: Click here to enter text.

Contractor: Click here to enter text.

TO CONTRACTOR:

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

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

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

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

By: _____
Engineer/Project Manager

Title: _____

Date: _____

PERFORMANCE BOND

CONTRACTOR *(name and address):*

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

OWNER *(name and address):*

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):*

BOND

Bond Number:

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

Amount:

Modifications to this Bond Form: None See Paragraph 16

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

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal *(seal)*

Surety's Name and Corporate Seal *(seal)*

By: _____
Signature

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

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Definitions

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

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

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

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

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

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

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

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR *(name and address)*:

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

OWNER *(name and address)*:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location)*:

BOND

Bond Number:

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

Amount:

Modifications to this Bond Form: None See Paragraph 18

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

CONTRACTOR AS PRINCIPAL

SURETY

_____ *(seal)*

Contractor's Name and Corporate Seal

_____ *(seal)*

Surety's Name and Corporate Seal

By: _____

Signature

By: _____

Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____

Signature

Attest: _____

Signature

Title

Title

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

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

- 12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
- 14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- 15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. **Definitions**

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

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

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

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

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

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

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

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

18. Modifications to this Bond are as follows:

DATE: Click here to enter a date.

CITY BID NUMBER: Click here to enter text.

SUBMITTAL #: Click here to enter text.

PROJECT TITLE: Click here to enter text.

SUBMITTED BY: Click here to enter text.

CONTRACTOR: Click here to enter text.

SPECIFICATION SECTION OR DRAWING NUMBER:

Click here to enter text.

DESCRIPTION OF ITEMS INCLUDED IN SUBMITTAL:

Click here to enter text.

DOCUMENTS ATTACHED: Shop Drawings Product Data Test Results Other

COMMENTS:

Click here to enter text.



Contractor's Application for Payment No.

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

**Application For Payment
Change Order Summary**

Approved Change Orders				
Number	Additions	Deductions		
TOTALS				
	NET CHANGE BY			
	CHANGE ORDERS			

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

Contractor's Certification

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

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

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

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

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

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

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

RFI #: Click here to enter text.

CITY BID NUMBER: Click here to enter text.

DATE SUBMITTED: Click here to enter a date.

PROJECT TITLE: Click here to enter text.

DATE RESPONSE REQUESTED: Click here to enter a date.

REQUESTED BY: Click here to enter text.

CONTRACTOR: Click here to enter text.

SPECIFICATION SECTION OR DRAWING NUMBER:

Click here to enter text.

DESCRIPTION OF REQUEST:

Click here to enter text.

DOCUMENTS ATTACHED: Yes No

DETAILED RESPONSE:

Click here to enter text.

DOCUMENTS ATTACHED: Yes No

PREPARED BY: Click here to enter text.

DATE RESPONSE SENT: Click here to enter a date.

Change Order Number: _____

Project: _____

Date of Issuance: _____

Bid Number: _____

Effective Date: _____

Contractor: _____

Change in Contract Price Summary

Original Contract Price: _____

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

Contract Price Prior to this Change Order: _____

Increase/(Decrease) of this Change Order: _____

Contract Price Incorporating this Change Order: _____

Change in Contract Times Summary

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

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

Add the Following Items of Work

Item #:	Description	Qty.	Unit	Unit Price	Extension

Total Additional Work:					

Revise the Following Items of Work

Item #:	Description	Original				Revised			
		Quantity	Units	Unit Price	Extension	Quantity	Units	Unit Price	Extension
N/A									
Original Total:						Revised Total:			
						Total Revised Work (Revised - Original):			
						Contract			
						Total Additional Work:			
						Total Revised Work:			
						Net Change in Contract:			

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

Contract Change Order

Item 10.

Change Order Number: _____

Project: _____

Date of Issuance: _____

Bid Number: _____

Effective Date: _____

Contractor: _____

Revise the Project Manual and Specifications as Follow

Signatures

Recommended By: _____
Engineer/Project Manager

Date:

Accepted By: _____
Contractor (Authorized)

Date:

Accepted By: _____
City of Sheboygan

Date:

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

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

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

This Preliminary Final Certificate of Substantial Completion applies to:

All Work

The following specified portions of the Work:

//Enter text here//

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

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

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

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

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

EXECUTED BY CITY:

RECEIVED:

By: _____
Engineer/Project Manager


By: _____
Contractor (Authorized Signature)

Title: _____

Title: _____

Date: _____

Date: _____

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Contractor's Affidavit of Compliance		
		Section:	00 65 18		
		Bid Number:	2477-23	Page:	1 of 1

PROJECT NAME: **Indiana Avenue Reconstruction, South 24th Street to South 17th Street**

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

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

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

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

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

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


Signed

Title

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

My commission expires _____

(Seal)

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title: Consent of Surety to Final Payment	
		Section: 00 65 19	
		Bid Number: 2477-23	Page: 1 of 1

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

PROJECT NAME: **Indiana Avenue Reconstruction, South 24th Street to South 17th Street**

DATE: _____

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

Surety Name: _____

Address: _____

_____, Surety,

on bond of,

Contractor Name: _____

Address: _____

_____, Contractor,

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

City of Sheboygan
 2026 New Jersey Avenue
 Sheboygan, WI

, Owner,

as set for in said Surety's bond.

Attest: _____
 (Seal): (Surety)

 (Signature of Authorized Representative)

 (Print Name and Title)

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By



Endorsed By



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American Council of Engineering Companies
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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

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

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

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

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

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

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

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

1.02 Terminology

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

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

ARTICLE 2—PRELIMINARY MATTERS

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

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

2.02 *Copies of Documents*

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

2.03 *Before Starting Construction*

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

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

2.05 *Acceptance of Schedules*

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

2.06 *Electronic Transmittals*

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

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

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

3.02 *Reference Standards*

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

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

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

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

B. *Resolving Discrepancies*

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

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

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

3.04 *Requirements of the Contract Documents*

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

3.05 *Reuse of Documents*

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

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

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

4.02 *Starting the Work*

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

4.03 *Reference Points*

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

4.04 *Progress Schedule*

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

4.05 *Delays in Contractor's Progress*

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

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

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

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

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

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

5.01 Availability of Lands

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

5.02 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas

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

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

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

5.03 *Subsurface and Physical Conditions*

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

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

5.04 *Differing Subsurface or Physical Conditions*

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

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

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

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

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

5.05 *Underground Facilities*

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

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

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

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings*: The Supplementary Conditions identify:
1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

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

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

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

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

6.02 *Insurance—General Provisions*

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

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

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

6.03 Contractor's Insurance

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

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

6.04 *Builder's Risk and Other Property Insurance*

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

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

6.05 *Property Losses; Subrogation*

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

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

6.06 *Receipt and Application of Property Insurance Proceeds*

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

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

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

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

7.02 *Supervision and Superintendence*

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

7.03 *Labor; Working Hours*

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

7.04 *Services, Materials, and Equipment*

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

7.05 “Or Equals”

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

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

7.06 *Substitutes*

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

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

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

7.07 *Concerning Subcontractors and Suppliers*

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

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

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

7.08 *Patent Fees and Royalties*

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

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

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

7.09 *Permits*

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

7.10 *Taxes*

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

7.11 *Laws and Regulations*

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

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

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

7.12 *Record Documents*

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

7.13 *Safety and Protection*

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

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

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

7.14 *Hazard Communication Programs*

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

7.15 *Emergencies*

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

7.16 Submittals

A. Shop Drawing and Sample Requirements

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

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

1. Shop Drawings

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

2. Samples

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

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

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

C. Engineer's Review of Shop Drawings and Samples

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

D. Resubmittal Procedures for Shop Drawings and Samples

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

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

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

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

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

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

7.17 *Contractor's General Warranty and Guarantee*

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

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

7.18 *Indemnification*

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

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

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

7.19 *Delegation of Professional Design Services*

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

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

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

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

8.02 *Coordination*

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

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

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

8.03 *Legal Relationships*

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

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

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

9.04 *Pay When Due*

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

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

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

9.06 *Insurance*

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

9.07 *Change Orders*

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

9.08 *Inspections, Tests, and Approvals*

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

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

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

9.11 *Evidence of Financial Arrangements*

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

9.12 *Safety Programs*

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

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

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

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

10.03 *Resident Project Representative*

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

10.04 *Engineer's Authority*

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

10.05 *Determinations for Unit Price Work*

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

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

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

10.07 *Limitations on Engineer's Authority and Responsibilities*

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

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

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

10.08 *Compliance with Safety Program*

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

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.
- B. If Owner has issued a Work Change Directive and:
1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving

- the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
 - C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
 1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;

- c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
- d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
- f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. Change Proposal Procedures

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
 4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal

and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
 - F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
 - G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe

benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
 - c. *Construction Equipment Rental*
 - 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment,

machinery, or parts must cease when the use thereof is no longer necessary for the Work.

- 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:
1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.
3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
6. Expenses incurred in preparing and advancing Claims.
7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance:* Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.
- E. *Adjustments in Unit Price*
 - 1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

- b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved

by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then

Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

- c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. Reductions in Payment by Owner

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

- e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment

bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
1. correct the defective repairs to the Site or such adjacent areas;
 2. correct such defective Work;
 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as

to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be

as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*


- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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GENERAL

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

Add the following as paragraph 1.01.A.49”

- 49. Designer – The individual or entity, if named as such in the agreement, and with which Owner has contracted for the design of the Work.

Add the following as paragraph 1.01.B:

- B. Wherever the term City or CITY is used in these documents, it shall refer to the City of Sheboygan, Sheboygan County, Wisconsin, as represented by its elected officials. The terms “City” and “Owner” in this respect shall be considered synonymous

SC – 1.02 Terminology

Add the following as new paragraph 1.02.H:

- H. Business Day:
 - 1. The words “business day” mean every day the calendar shows, except Saturdays, Sundays, and City-Specified holidays, measured from midnight to the next midnight.

ARTICLE 2 – PRELIMINARY MATTERS


SC-2.02 Copies of Documents

Delete paragraph 2.02.A. in its entirety and insert the following:

- A. Owner shall furnish to Contractor one copy of the fully executed Agreement. Owner will not furnish printed copies of the Project Manual or the Drawings. The electronic portable document format (PDF) Project Manual and Drawings furnished during bidding shall be used by Contractor.

Delete paragraph 2.02.B. in its entirety and insert the following:

- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications. Owner shall make such original printed

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record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

Delete paragraph 2.03.A.3 in its entirety and insert the following:

3. a preliminary Schedule of Values for lump sum items with Bid Unit Prices in excess of \$100,000, and for which no payment method is defined in the specifications, which includes quantities and prices of items which when added together equal the Bid Unit Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF WORK

SC-4.01 Commencement of Contract Times; Notice to Proceed

Delete the last sentence of paragraph 4.01.A. in its entirety and replace with the following:

In no event will the Contract Times commence to run later than the 115th day after the day of Bid opening or the 90th day after the Effective Date of the Agreement, whichever date is earlier, unless otherwise specified the Section 01 11 00 – SUMMARY OF WORK.

SC-4.03 Reference Points


Delete paragraph 4.03.A and replace with the following:

- A. Engineer shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work. Contractor shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Engineer. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by a Wisconsin licensed Professional Land Surveyor, in good standing, with qualifications approved by the Engineer, to do the re-staking.

SC-4.05 Delays in Contractor's Progress

Delete paragraph 4.05.C.2 and replace with the following:

- C. Abnormal Weather Conditions – Conditions of extreme or unusual weather for a given region, elevation, or season as determined by Engineer. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered Abnormal Weather Conditions.

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

SC-5.03 – Subsurface and Physical Conditions

Add the following new paragraphs immediately after Paragraph 5.03.A.3:

4. The reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely are identified in Specification 01 11 00 – Summary of Work.
5. The drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely are identified in Specification 01 11 00 – Summary of Work
6. Contractor may examine copies of reports and drawings identified in SC-5.03.A.4 and SC-5.03.A.5 that were not included with the Bidding Documents at City of Sheboygan Department of Public Works by requesting a meeting to occur during regular business hours, or may request copies from Engineer.

SC-5.06 – Hazardous Environmental Conditions

Add the following new paragraphs immediately after Paragraph 5.06.A.3:


4. The reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely are identified in Specification 01 11 00 – Summary of Work.
5. The drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely are identified in Specification 01 11 00 – Summary of Work.
6. Contractor may examine copies of reports and drawings identified in SC-5.06.A.1 and SC-5.06.A.5 that were not included with the Bidding Documents at City of Sheboygan Department of Public Works by requesting a meeting to occur during regular business hours, or may request copies from Engineer.

ARTICLE 6 – BONDS AND INSURANCE

SC-6.01 Bonds and Insurance

Add the following to the end of paragraph 6.01.E.

Owner will make no further progress payments under the Agreement until Contractor provides the required bond.

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SC-6.03 Contractor's Insurance

Add the following new paragraph immediately after Paragraph 6.03.J:


- D. *Other Additional Insureds:* As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer) the following: Designer, if identified in the Agreement.

- E. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Jones Act (if applicable)	
Bodily injury by accident—each accident	\$1,000,000
Bodily injury by disease—aggregate	\$1,000,000
Employer's Liability	
Each accident	Statutory
Each employee	Statutory
Policy limit	Statutory
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	\$


- F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
 1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
 2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

- G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO)

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commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage.
 6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- H. *Commercial General Liability—Excluded Content.* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 4. Any exclusion of coverage relating to earth subsidence or movement.
 5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).
 6. Any limitation or exclusion based on the nature of Contractor's work.

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7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. Commercial General Liability—Minimum Policy Limits

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$2,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000


J. *Automobile Liability.* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage	
Each Accident	\$1,000,000
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000

K. *Umbrella or Excess Liability.* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer’s liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$2,000,000
General Aggregate	\$1,000,000

L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements.* Contractor may meet the policy limits specified for employer’s liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy’s policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of \$[specify amount] after accounting for partial attribution of its limits to underlying policies, as allowed above.

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M. *Contractor's Pollution Liability Insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.


Contractor's Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	N/A
General Aggregate	N/A

N. *Contractor's Professional Liability Insurance:* If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	Policy limits of not less than:
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

O. *Railroad Protective Liability Insurance:* Prior to commencing any Work within 50 feet of railroad-owned and controlled property, Contractor shall (1) endorse its commercial general liability policy with ISO CG 24 17, removing the contractual liability exclusion for work within 50 feet of a railroad, (2) purchase and maintain railroad protective liability insurance meeting the following requirements, (3) furnish a copy of the endorsement to Owner, and (4) submit a copy of the railroad protective policy and other railroad-required documentation to the railroad, and notify Owner of such submittal.

Railroad Protective Liability Insurance	Policy limits of not less than:
Each Claim	As required by Railroad
Aggregate	As required by Railroad

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ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

SC-7.02 Supervision and Superintendence

Add the following paragraphs immediately after Paragraph 7.02.B

- A. Contractor shall provide to Engineer and Owner the name and telephone number of the resident superintendent or another responsible person who will be available to contact during non-working hours, weekends and holidays.

SC-7.03 Labor; Working Hours

Add the following a new subparagraphs immediately after Paragraph 7.03.C:

1. Regular Working Hours shall be 7:00 am to 7:00 PM, local time, Monday through Friday.
2. Owner's Legal Holidays are as follows:
 - a. New Year's Day
Good Friday (Friday before Easter)
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day
 - b. When a scheduled legal holiday falls on Saturday it will be observed on the previous Friday. A holiday that falls on Sunday will be observed the following Monday. The City retains the right to schedule holiday observance which best suits its operations schedule.


SC-7-12 Record Documents

Delete the last sentence of paragraph 7.12.A and replace with the following:

Within 14 days following completion of the Work and prior to final payment, Contractor shall deliver these record documents to Engineer.

Add the following as Paragraph 7.15.B:

- B. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, and Contractor cannot be reached, Owner or Engineer may act to attempt to prevent threatened damage, injury, or loss. Owner or Engineer will give Contractor prompt written notice of such action and the cost of the correction or remedy shall be charged against Contractor. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the

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action taken by Owner or Engineer in response to such an emergency, a Work Change Directive or Change Order will be issued.

ARTICLE 8 – OTHER WORK AT THE SITE

SC – 8.02 Coordination

Modify paragraph 8.02.A as follows:

Delete the words “the Supplementary Conditions” and replace with the words “Specification Section 01 11 00 – Summary of Work”.

Modify paragraph 8.02 as follows:

Delete the words “the Supplementary Conditions” and replace with the words “Specification Section 01 11 00 – Summary of Work”.

SC – 8.03 Legal Relationships

Modify the second sentence of paragraph 8.03.A as follows:

Delete the words “30 days” and replace with the words “10 days”.


SC – 8.04 Claims Between Contractors

Add the following new section immediately following Section 8.03:

8.04 Claims Between Contractors

- A. Should Contractor cause damage to the work or property of any separate contractor at the Site, or should any claim arising out of Contractor’s performance of the Work at the Site be made by any separate contractor against Contractor, Owner, Engineer, Engineer’s Consultants, or the construction coordination, Contractor shall promptly attempt to settle with such separate contractor by agreement or to otherwise resolve the dispute by arbitration or at law.

- B. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner, Engineer, Engineer’s Consultants, the construction coordinator and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly, or consequentially out of any action, legal or equitable, brought by any separate contractor against Owner, Engineer, Engineer’s Consultants, or the construction coordinator to the extent said claim is based on or arises out of Contractor’s performance of the Work. Should a separate contractor cause damage to the Work or property of Contractor or should the performance of work by any separate contractor at the Site give rise to any other Claim, Contractor shall not institute any action, legal or equitable, against Owner, Engineer, Engineer’s Consultants, or the construction coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks

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to impose liability on or to recover damages from Owner, Engineer, Engineer's Consultants, or the construction coordinator on account of any such damage or Claim.

- C. If Contractor is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor, and Owner and Contractor are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, Contractor may make a Claim for an extension of times in accordance with Article 11. An extension of the Contract Times shall be Contractor's exclusive remedy with respect to Owner, Engineer, Engineer's Consultants, and construction coordinator for any delay, disruption, interference, or hindrance caused by any separate contractor. This paragraph does not prevent recovery from Owner, Engineer, Engineer's Consultant, or construction coordinator for activities that are their respective responsibilities.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

SC – 10.08 Compliance with Safety Program

Add the following as paragraph 10.08

- B. In the event Engineer determines that Contractor's safety plans, programs, and procedures do not provide adequate protection for Engineer, Engineer may direct its employees to leave the Site or implement additional safeguards for Engineer's protection. If taken, these actions will be in furtherance of Engineer's responsibility to its own employees only, and Engineer will not assume any responsibility for protection of any other persons affected by the Work. In the event Engineer observes situations which appear to have potential for immediate and serious injury to persons, Engineer may warn the persons who appear to be affected by such situations. Such warnings, if issued, shall be given based on general humanitarian concerns, and Engineer will not, by the issuance of any such warning, assume any responsibility to issue future warnings or any general responsibility for protection of persons affected by the Work.

ARTICLE 11 –CHANGES TO THE CONTRACT

SC – 11.06 Change Proposals

Modify the first sentence of paragraph 11.06.B.1 as follows:


Delete the words "30 days" and replace with the words "10 days".

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC – 13.03 Unit Price Work

Modify the paragraph 13.03.B and replace with the following:

The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparisons of Bids and determining initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities, unless noted otherwise in the specifications.

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ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC – 15.01 Progress Payments

Add the following as paragraph 15.01.B.4

- The Application for Payment form to be used is EJCDC C-620 or City of Sheboygan Application for Payment Form 00 62 76, or a similar form approved by the Owner

SC – 15.01 Progress Payments

Modify the first sentence of paragraph 15.01.B.1 as follows:

Delete the words “20 Days” and replace with the words “thirty days”.

Modify the second sentence of paragraph 15.01.D.1 as follows:

Delete the words “Ten days” and replace with the words “Forty-five days”.

SC – 15.06 Final Payment

Add the following as Paragraph 15.06.A.2.f

- Contractors Affidavit of Compliance (Document 00 65 18)


LIQUIDATED DAMAGES		
Original Contract Amount		
From more than:	To and including:	Calendar Day
\$0	\$100,000	\$180
\$100,000	\$300,000	\$295
\$300,000	\$500,000	\$480
\$500,000	\$1,000,000	\$665
\$1,000,000	-----	\$990

ARTICLE 19 – LIQUIDATED DAMAGES


SC-19.01 Liquidated Damages Schedule

Add the following as Article 19 – LIQUIDATED DAMAGES

- The following table represents the Liquidated Damages applicable to City of Sheboygan Agreements as referenced in paragraph 4.03 of the Agreement:

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LIQUIDATED DAMAGES		
Original Contract Amount		
From more than:	To and including:	Calendar Day
\$0	\$100,000	\$180
\$100,000	\$300,000	\$295
\$300,000	\$500,000	\$480
\$500,000	\$1,000,000	\$665
\$1,000,000	-----	\$990

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PART 1 – GENERAL

1.01 SUMMARY

- A. Summary of the Work including work by the City, City-Furnished Products, Work by Others, Sequence of work, Contractors use of the Premises.
- B. Work under the project will generally consist of the items stated in 00 11 13 – Advertisement for Bids and the Alternates, if accepted, identified in Section 01 73 23 – Alternates.

1.02 PAYMENT PROCEDURES

- A. Work specified in the Sections is considered incidental and payment shall be included as part of appropriate unit prices included on Bid Form.

1.03 WORK BY THE CITY

- A. City of Sheboygan will remove and install all signs, not shown to be removed or installed under this project.
- B. Prior to construction the City of Sheboygan will change one-way streets to two-way streets as shown on the Traffic Control Plans.

1.04 TRAFFIC CONTROL/STAGING


- A. Maintain Access to Moose Park driveway at all times, except for a period of 21 consecutive calendar days to complete all work required to re-open driveway. Notify Engineer 7 days prior to closure.

1.05 PERMITS

- A. The following permits have been obtained or will be obtained by the City of Sheboygan prior to the start of Construction:
 - a. Wisconsin DNR WPDES Construction Site Storm Water Runoff Permit.

1.06 SUBSURFACE AND PHYSICAL CONDITIONS

- A. The reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely are:
 - a. Soil Borings, included in appendix.
- B. The drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely are:
 - a. None.

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1.07 HAZARDOUS ENVIRONMENTAL CONDITIONS

- A. The reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely are
 - a. Wisconsin DNR Closure reports, included in appendix.

- B. The drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely are
 - a. None.

PART 2 – PRODUCTS


2.01 CITY FURNISHED PRODUCTS

- A. None.

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

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PART 1 – GENERAL

1.01 SUMMARY

- A. Provide all items, articles, materials, operations or method, labor, supervision, equipment, incidentals, taxes and permits necessary to complete the Work as described within the Contract Documents. Install all items furnished by City as mentioned or scheduled within the Contract Documents.

1.02 PAYMENT PROCEDURES

- A. Work specified in the Section is considered incidental and payment shall be included as part of appropriate unit prices included on Bid Form.

1.03 SEQUENCE OF WORK

- A. Existing facilities shall remain in service and available for public use during construction, unless specified in this or other sections.

1.04 CONTRACTOR USE OF THE PREMISES

- A. Limit all operations to City right-of-ways or Easements; restore damaged properties outside of right-of-ways or easements at no cost to the City.

1.05 REFERENCE STANDARDS OR SPECIFICATIONS


- A. When other specifications documents are referenced within this project manual any text within those documents discussing contract administration, measurement or payment are not included, unless otherwise specified.
- B. Where compliance with two or more industry standards or sets of requirements are specified, and the overlapping of those standards or requirements establishes different or conflicting minimums or levels of quality, the most stringent requirement (which is generally recognized to be also most costly) is intended and will be enforced, unless more detailed language written directly into Contract Documents clearly indicates that a less stringent requirement is acceptable.

1.06 NOTIFICATION TO THE PUBLIC

- A. Notify affected residents and businesses a minimum of 7 business days prior to commencing work.
- B. Notify affected residents and businesses a minimum of 3 business days prior to closing a driveway.
- C. Notify Engineer 7 business days prior to closing a street. Engineer will notify Sheboygan Police, Fire and Ambulance, Sheboygan County Sheriff's Department and Sheboygan Transit.

1.07 ACCESS REQUIRMENTS

- A. Maintain access to business and residents at all times, unless otherwise noted.

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- B. Provide continuous access for emergency vehicles.
- C. Comply with Section 01 11 00 – Summary of work for additional access requirements, if any.

1.08 MAIL DELIVERY

- A. Work with the U.S. Postal Service to assure mail delivery throughout the project. Some or all mail boxes may have to be moved, temporarily relocated or replaced in a new location. Relocating mail boxes, temporarily or permanently, shall be incidental to the contract, and meet the Postal Service criteria.

1.09 REMOVALS

- A. Do not remove or damage any tree, shrub, or other land resource unless indicated for removal.
- B. At limits of pavement, curb and gutter, driveway or sidewalk removal provide a full depth saw cut prior to removal. Provide straight, vertical sawcuts at all edges of existing asphalt and concrete materials to be matched by new pavement materials. This shall include curb and gutter, driveway aprons, sidewalk, and street pavement and patching work. If the sawed edges break prior to placement of the new pavement, curb and gutter, driveway or sidewalk, re-sawcut the existing edge.

1.10 PROJECT MEETINGS


- A. Conduct bi-weekly progress meetings throughout the construction period. Meetings will be held at the Sheboygan Department of Public Works office.
 - 1. Items to be discussed at meeting shall include, but not be limited to:
 - a. Review of progress since previous meeting.
 - b. Review Outstanding Items since last meeting.
 - c. Contractors Schedule (3-week look ahead).
 - d. Submittal Schedule.

1.11 CONSTRUCTION STAKING

- A. Layout of the work is the responsibility of the Contractor.
- B. Comply with Section 01 71 23 – Construction Staking

1.12 SUBMITTALS


- A. Work-Related Submittals:
 - 1. Shop Drawings:
 - a. As defined in Paragraph 1.01.A.39 of the General Conditions, and in particular includes technical data and drawings specifically prepared for this Project, including fabrication and installation drawings, diagrams, data sheets, schedules, templates, patterns, reports, instructions, design mix formulas, measurements, and similar information not in standard printed form.

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2. Product Data:
 - a. Includes standard catalog type printed information on manufactured materials, equipment and systems that has not been specifically prepared for this Project, including manufactures' product specifications, manufacturers' instructions, catalog cut sheets, standard wiring diagrams, printed performance curves, mill reports, and standard color charts.
 3. Test Results:
 - a. Includes source and field quality inspection and test reports, actual performance curves, and certifications of results prepared specifically for equipment, material, and systems provided for this Project.
 4. Miscellaneous Submittals:
 - a. Work-related submittals that do not fit in previous categories, including schedules, guarantees, warranties, certifications, maintenance agreements, workmanship bonds, survey data and reports, physical work records, copies of industry standards, field measurements, extra materials, keys, and similar information, devices, and materials applicable to Work.
- B. Action On Submittals
1. Unsolicited Submittals:
 - a. Engineer will return unsolicited submittals without reviewing.
 2. Response:
 - a. Marked: "Approved"
 1. Work covered by submittal may proceed provided it complies with Contract Documents. Acceptance of Work depends on that compliance.
 - b. Marked: "Approved As Noted"
 1. Work covered by submittal may proceed provided it complies with Engineer's notations or corrections on submittal and with Contract Documents. Acceptance of work depends on that compliance. Resubmittal not required.
 - c. Marked: "Not Approved"
 1. Work covered by submittal does not comply with Contract Documents. Do not proceed with Work covered by submittal.
 2. Prepare new submittal complying with Contract Documents and Engineer's notations.
 - d. Marked: "Filed for Record"
 1. Work covered by the submittal does not require approval.
 2. Submitted documentation is filed with the project records.

1.13 MANUFACTURERS' DIRECTIONS

- A. Manufactured articles, materials and equipment shall be stored, commissioned, operated, applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer, unless specified to the contrary.
- B. Wherever specifications explicitly call for work to be performed or materials to be installed in accordance with the manufacturer's directions, furnish copies in accordance with the Submittals paragraphs of the specification section before installing the material or performing the work.

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1.14 PROJECT OBSERVATION

- A. All work under this proposal shall be subject to the observation by authorized personnel of the Engineer, and all findings, determinations and recommendations by the Engineer or its duly authorized agents shall be final and conclusive.
- B. Provide the Engineer a three business day notice prior to the start of any work on the project. Any work done without three business day notice will be subject to non-payment. If observation of the work is not required, the Engineer shall inform the foreman and the work will be reviewed upon completion.

1.15 INCIDENTAL ITEMS OF WORK

- A. Any items of work shown on the drawings or required by the specifications but not specifically included in the Bid shall be considered incidental items of work. The cost of incidental items of work shall be included in the prices bid for related work.

1.16 PERMITS


- A. Acquire all necessary City permits. Contact the Building Inspection Department at 920-459-3477 to determine the associated fees and shall be incidental to the contract. These permits shall be obtained at the City of Sheboygan Building Inspection Department located on the 1st Floor of City Hall, 828 Center Avenue, Sheboygan, Wisconsin.
- B. Comply with the City licensing requirements established by the City of Sheboygan Building Inspection Department for plumbing, HVAC, electrical and building construction. These applications are obtained in the Building Inspection Department, located on the 1st Floor of City Hall, 828 Center Avenue, Sheboygan, Wisconsin.
- C. Comply with permits, if any, identified in Section 01 11 00 – Summary of Work.

1.17 EXISTING FACILITIES

- A. Provide a minimum of a 3 business day notice to owners of existing utilities prior to excavation activities.
- B. The requirements of Section 182.0175 of the Wisconsin State Statutes apply to work under this contract.

1.18 DELIVERY, STORAGE, AND HANDLING

- A. Adjust weight, type, capacity, haul routes, and method of operation of hauling vehicles such that there is no damage to existing streets, subgrade, or base course.
- B. Engineer has final authority to revise haul routes, procedures, and operation times.
- C. Keep haul routes clean and free of construction material and debris.
- D. Construction equipment, materials and stockpiles shall not be left within 100 feet of any commercial establishment during non-working hours or when no working is occurring.

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E. Parking restrictions shall be obeyed at all times in the vicinity of schools.

1.19 WATER UTILITY AND HYDRANT USE

- A. Do not operate any hydrants, valves or other apparatus owned by the Sheboygan Water Utility.
- B. Should water from hydrants be needed during construction, the contractor shall apply, in person, for a hydrant use permit at the Sheboygan Water Utility Office, 72 Park Avenue. Any damage to Water Utility apparatus shall be repaired at the Contractor's expense.
- C. Coordinate with Sheboygan Water Utility to repair any damaged water service laterals or water mains. Sheboygan Water Utility will determine extent of repairs required. If a lead water service is exposed contract the Sheboygan Water Utility within 1 hour.

1.20 SANITARY FACILITIES

- A. Provide and maintain sanitary chemical toilets located where approved and in sufficient number required for the work force employed by Contractor.

1.21 PUBLIC RECORDS LAW

- A. The City of Sheboygan is subject to the Wisconsin public records law. Any submissions to the City in connection with this project may be disclosed in response to a public records request.

PART 2 – PRODUCTS


2.01 CITY FURNISHED PRODUCTS

- A. City will furnish materials as specified in Section 01 64 00 – City Furnished Products of the Project Specific Manual. If section is not included in the Project Specific Manual, then no products will be furnished by City.

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

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PART 1 – GENERAL

1.01 SUMMARY

- A. This section provided for administrative and procedural requirements governing allowances.
1. When items are listed on the bid form as an allowance, these items will have a set dollar value. This dollar value is to cover items not precisely determined prior to bidding.
 2. Upon completion of the work associated with each allowance, a change order will be issued to reflect actual amounts due contractor.

1.02 PAYMENT PROCEDURES

- B. Work specified in this section will be paid as described within each allowance listed.

PART 2 – PRODUCTS

2.01 PRODUCTS

- A. Provide products as specified herein and as specified elsewhere in this Project Manual.

PART 3 – EXECUTION


3.01 TELEVISIONING VIDEO CONVERSION

- A. The lump sum allowance listed in the bid form provides for the City of Sheboygan to reimburse the contractor for the cost incurred to convert televising videos and reports to be compatible with ITpipes software as further defined in Section 33 01 32 – Sewer Televising and the included Digital Data Delivery document.
- B. Provide copies of invoices and proof of payment to City.
- C. Payment will be based on actual invoiced cost and as follows:
- a. No reimbursement for any late fees incurred.
 - b. No reimbursement for Contractor incurred administrative costs associated with the conversion.

3.02 CONTAMINATED SOIL DISPOSAL

- A. The lump sum allowance listed in the bid form provides for the City of Sheboygan to reimburse the contractor for the costs incurred to test and dispose of contaminated soil within the project corridor.
- B. Provide copies of invoices and proof of payment to City.
- C. Payment will be based on actual invoiced cost and as follows:
- c. No reimbursement for any late fees incurred.
 - d. No reimbursement for Contractor incurred administrative costs associated with the conversion.

END OF SECTION

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PART 1 – GENERAL

1.01 SUMMARY

- A. Section Includes:
1. Quality assurance.
 2. Procedures to measure and report the quality and performance of the Work.
 3. Requirements for Contractor Cooperation
 4. Payment.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment:
1. All Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 SUBMITTALS


- A. Prior to start of Work, submit testing laboratory name for various specified tests for approval by Engineer.
- B. After each inspection or test, submit copies of report to Engineer no later than 3 business days after completion of inspection or test. Include:
1. Test date
 2. Project Number and Title
 3. Inspector or Tester
 4. Date and time of sampling, testing or inspection
 5. Location of inspection or test
 6. Identification of product and applicable Specification Section.
 7. Test Results
 8. Conformance with Contract Documents.
- C. Manufacturer's certificates of quality control or performance.

1.04 WORKMANSHIP

- A. Comply with industry standards of the region, except where more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.

1.05 TESTS AND INSPECTIONS

- A. Conform to the requirements of the General Conditions, except as modified herein.
- B. Notify Engineer 48 hours prior to expected time for operations requiring tests and inspections.
- C. Provide incidental labor and facilities to obtain and handle samples at Site or source, transport samples to laboratory, and facilitate tests and inspections for storing and curing of test samples.
- D. Owner shall pay for all testing not identified in the specifications. Any test identified in the specifications is the responsibility of the contractor.

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		Section:	01 43 00		
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1. If any test fails to meet requirements, reimburse Owner for cost of all subsequent tests to ensure compliance.
- E. Notify Engineer of pit and scale location and other correlated items prior to beginning Work.
- 1.06 LABORATORY RESPONSIBILITIES
- A. Test samples and perform field tests.
 - B. Provide qualified personnel. Cooperate with Engineer and Contractor in performance of services.
 - C. Ascertain compliance with the requirements of the Contract Documents.
 - D. When requested by Engineer, provide interpretation of test results.
- 1.07 LIMITS ON TESTING LABORATORY AUTHORITY
- A. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - B. Laboratory may not approve or accept any portion of the Work.
 - C. Laboratory may not assume any duties of Contractor.
 - D. Laboratory has no authority to stop Work.
- 1.08 MANUFACTURER'S CERTIFICATES
- A. If requested by Engineer, submit manufacturer's certificate with shop drawings certifying that products meet or exceed specified requirements executed by responsible officer.
- 1.09 MANUFACTURER'S FIELD SERVICES
- A. Provide qualified representative to observe field conditions; conditions of surfaces and installation; quality of workmanship; start-up of equipment; and test, adjust, and balance of equipment.


PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title: Traffic Control	
		Section: 01 55 26	
		Bid Number: 2477-22	Page: 1 of 2

PART 1 – GENERAL

1.01 SUMMARY

- A. This Section identifies detour marking, warning signs and devices, temporary traffic signals, temporary pavement markings, guardrails, handrails, temporary fencing, flagpersons, and other equipment and materials required to protect vehicular and pedestrian traffic from construction activities.
- B. Traffic regulations shall comply with chapters and Sections of the referenced documents. References to measurements and payments in the reference documents are superseded by this Section.

1.02 NOTIFICATIONS, ACCESS AND PROJECT REQUIREMENTS

- A. Comply with Section 01 11 00 – Summary of Work
- B. Comply with Section 01 14 00 – Work Restrictions.

1.03 REFERENCE STANDARDS

- A. WisDOT: Wisconsin Department of Transportation
- B. WisDOT Specification: State of Wisconsin, Department of Transportation, “Standard Specifications for Highway and Structure Construction”, latest Edition.
- C. WMUTCD: Wisconsin Manual on Uniform Traffic Control Devices, latest edition.
- D. MUTCD: Federal Highway Administration, Manual on Uniform Traffic Control Devices, latest edition. In Wisconsin, this includes the latest edition of Wisconsin Supplement to Federal MUTCD.
- E. Maintaining Agency: Agency having maintenance jurisdiction over roadway which may include WisDOT, and the City of Sheboygan.


1.04 SUBMITTALS

- A. Submit Product Data in accordance with Section 01 33 00 – Submittal Procedures.
 - 1. Include in Submittal:
 - a. Traffic control plan and detour, if required.
 - b. Manufacturer’s written instructions, including storage, handling, installation, and starting of product.

1.05 PAYMENT PROCEDURES

- A. Unit Prices:
 - 1. Cost for traffic control shall be paid according to the various unit prices included in the Bid. If individual items are not included in the Bid, the cost of this work shall be considered incidental to adjacent utility and roadway construction work.

PART 2 – PRODUCTS

PROJECT MAN					
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Traffic Control		
		Section:	01 55 26		
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2.01 MATERIALS

- A. Conform to the following material requirements:
 1. WMUTCD
 2. MUTCD
 3. WisDOT Specifications

2.02 PERSONNEL


- A. Flagpersons shall be trained in accordance with State of Wisconsin regulations.

PART 3 – EXECUTION

3.01 GENERAL

- A. Perform all work in accordance with WisDOT, WMUTCD and MUTCD requirements and as the shown on the plans.

END OF SECTION

PROJECT MAN					
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Temporary Environmental Controls		
		Section:	01 57 19		
		Bid Number:	2477-22	Page:	1 of 2

PART 1 – GENERAL

1.01 SUMMARY

- A. Maintain work areas free from environmental pollution that would be in violation of federal, state or local regulations.
- B. Permits obtained by Owner are list in Section 01 11 00 – Summary of Work. All other permits not listed are to be obtained by Contractor.

1.02 PAYMENT PROCEDURES

- A. Work specified in this section is considered incidental and payment shall be included as part of appropriate unit prices included in Bid Form.

PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

3.01 GENERAL


- A. Confine construction activities to areas defined on the Drawings or elsewhere in the Contract Documents.
- B. Grade site to drain. Maintain excavations free of water.
- C. Protect site from puddling or running water.

1.03 ARCHAEOLOGICAL FINDS DURING CONSTRUCTION

- A. There are no known archaeological remains at the Project site.
- B. Should skeletons, artifacts, or other archaeological remains be uncovered:
 - 2. Suspend operations of this Contract at the site of discovery.
 - 3. Continue operations in other areas.
 - 4. Notify Engineer immediately of the finding.
- C. Should the discovery site require archaeological studies resulting in delays and/or additional work, Contractor will be compensated by an adjustment under pertinent provisions of the Contract.

4.03 PROTECTION OF STORM SEWERS


- A. Prevent construction materials, concrete, earth or other debris from entering existing storm sewers or sewer construction.
- B. Inlet protection required for all storm sewers with project limits.

PROJECT MAN				
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4.04 PROTECTION OF WATERWAYS

- A. Comply with federal, state and local regulations regarding pollution of lakes, streams, rivers or wetlands by dumping of refuse, rubbish, dredge material or debris.
- B. Disposal of materials into waters of state must conform to requirements of Wisconsin DNR.
- C. Comply with Wisconsin Department of Transportation "Product Acceptability List" (PAL), current edition and Wisconsin Department of Natural Resources Storm Water Management Technical Standards.

END OF SECTION

PROJECT MAN				
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Construction Staking	
		Section:	01 71 23	
		Bid Number:	2477-22	Page:

PART 1 – GENERAL

1.01 SUMMARY


- A. Provide such construction staking services as are required for proper completion of the Work including, but not necessarily limited to:
 - 1. Establishing, staking, and maintaining lines and grades for the proposed work in accordance with the contract documents.
- B. Comply with the paragraphs identified below from the Wisconsin Department of Transportation, Standard Specifications for Roadway and Structure Construction,
 - 1. 650.3.2 – Storm Sewer Staking
 - 2. 650.3.3 – Subgrade Staking
 - 3. 650.3.4 – Base Staking
 - 4. 650.3.5 – Curb, Gutter, and Curb and Gutter Staking
 - 5. 650.3.11 – Electrical Installation Staking
 - 6. 650.3.12 – Supplemental Control Staking
 - 7. 650.3.13 – Slope Staking
 - 8. 650.3.14 – Curb Ramp Staking
- C. CADD files of the Drawings will be provided after contract is awarded. If a conflict exists between the CADD files and the printed, as bid, plan sheets, the plan sheets take precedence over the CADD files.
- D. Benchmarks provided by Engineer or Designer are to establish primary vertical control for Work and are indicated on Drawings.
- E. Monuments or references for primary horizontal control provided by Engineer or Designer and are for construction of Work are indicated on Drawings.
- F. Immediately bring to the attention of the Engineer any discrepancies or errors.

1.02 Payment Procedures

- A. Payment for Construction Staking is on a LUMP SUM basis for all work specified in this section.

1.03 SUBMITTALS

- A. Submit Cut Sheets, Grade Sheet, or similar documents generated through the staking process to Engineer within 24 hours of staking.
- B. Upon request of the Engineer, submit:
 - 1. Qualifications of persons proposed to be engaged for field engineering services.
 - 2. Documentation and data developed pursuant to the requirements of this section.

PROJECT MAN				
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Construction Staking	
		Section:	01 71 23	
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1.04 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workers thoroughly trained and experienced in the necessary crafts and completely familiar with the specified requirements and methods needed for proper performance of the work of this Section.
- B. Protect lot corners and survey monuments throughout Project area. If such corners and monuments are damaged by Contractor, replace by Wisconsin Professional Land Surveyor at Contractor's expense.

1.05 PROCEDURES

- A. In addition to procedures directed by the Contractor for proper performance of the Contractor's responsibilities the Contractor or his representative shall:
 - 1. Locate and protect primary control points before starting work on the site.
 - 2. Preserve permanent reference points and staking during progress of the Work.
 - 3. Contractor shall replace primary control points lost or destroyed according to the original survey control.
 - 4. Provide supplemental control points as required to complete the work.
- C. Check accuracy of line and grade by visual inspection, checks between stakes, and periodic checks (with surveying equipment) between primary control monuments and stakes.
- D. Bear sole responsibility for correct transfer of construction lines and grades from Benchmarks and Monuments.
- E. Provide an accurate pipe laser for alignment and grade control of all mains. The contractor shall be responsible for the maintenance, set-up, accuracy and operation of the laser and shall make periodic checks of the laser to ensure its accuracy. Standby lasers shall be provided, as necessary. If required by Engineer, Contractor shall provide blowers in the pipe line to maintain the accuracy of the laser during operation. The laser shall be of a quality to provide accurate alignment and grade and shall be subject to the approval of Engineer. Provide Engineer with a certificate of calibration, if requested.
- F. Provide a transit for the accurate alignment of all mains. The contractor shall be responsible for the maintenance, set-up, accuracy and operation of the transit. The transit shall be of a quality to provide accurate alignment and shall be subject to the approval of Engineer. Provide Engineer with a certificate of calibration, if requested.


PART 2 – PRODUCTS

(NOT USED)

PART 3 – EXECUTION

(NOT USED)

END OF SECTION

PROJECT MAN				
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Closeout Requirements	
		Section:	01 78 00	
		Bid Number:	2477-23	Page:

PART 1 – GENERAL

1.01 SUMMARY

- A. Section includes requirements for Project Closeout and Final Payment including:
 - 1. Submittals,
 - 2. Inspections Procedures,
 - 3. Record Document Submittals.

1.02 PAYMENT PROCEDURES

- A. Work specified in this section is considered incidental and payment shall be included as part of appropriate unit prices included in Bid Form.

1.03 SUBSTANTIAL COMPLETION

- A. Comply with section 15.03 of the General Conditions.

1.04 FINAL COMPLETION

- A. Comply with Section 15.05 and 15.06 of the General Conditions

1.05 RECORD DRAWINGS

- A. Submit to Engineer a set of record documents as described in paragraph 7.11.A of the General Conditions and Section 01 78 39 – Project Record Documents.

PART 2 – PRODUCTS


(NOT USED)

PART 3 – EXECUTION

3.01 PROJECT CLOSEOUT CHECKLIST

- A. The project closeout checklist at the end of this document will be used by the Engineer to document the closeout status of the project.

END OF SECTION


PROJECT MAN				
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Closeout Requirements	
		Section:	01 78 00	
		Bid Number:	2477-23	Page:

PROJECT CLOSEOUT CHECKLIST (Based on 2018 EJCDC General Conditions of the Contract)

Contract Status	Item to be Completed:	Reference	Completed/Submitted By:	Date Completed:
Substantial Completion				
	Letter requesting Substantial Completion	GC 15.03.A	Contractor	
	Draft of Punch List Items to be completed or corrected before final payment	GC 15.03.A	Contractor	
	Inspect work	GC 15.03.B	Owner/Contractor/Engineer	
	Notification if not ready for Substantial Completion	GC 15.03.B	Engineer/Owner	
	Certification of Substantial Completion Issued	GC 15.03.C	Engineer/Owner	
Date of Substantial Completion				

Final Completion				
	Letter requesting Final Completion	GC 15.05.A	Contractor	
	Inspect work	GC 15.05.A	Owner/Contractor/Engineer	
Date of Final Completion				

Final Payment				
	Submit Record Drawings	GC 15.06.A.1 GC 15.06.A.2.a GC 7.12 SC 7.12 01 78 39	Contractor	
	Consent of Surety to Final Payment	GC 15.06.A.2.b	Contractor	
	List of Pending Change Proposals and Claims	GC 15.06.A.2.d	Contractor	
	Lien Waivers	GC 15.06.A.2.e	Contractor	
	Contractor's Affidavit of Compliance	SC 15.06.A.2.f	Contractor	
	Final Pay Application	GC 15.06.A.1	Contractor	
	Notice of Acceptability	GC 15.06.C	Engineer	
	Final Payment	GC 15.06.E	Owner	
Date of Final Payment				

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		Section:	01 78 39		
		Bid Number:	2477-23	Page:	1 of 2

PART 1 - GENERAL

1.01 SUMMARY

- A. Throughout progress of the Work, maintain an accurate record of changes in the Contract Documents.

1.02 PAYMENTS

- A. Work specified in this section is considered incidental and payment shall be included as part of appropriate unit prices included in Bid Form.

1.03 SUBMITTALS

- A. Prior to submitting request for final completion, deliver one complete marked up set of Drawings to Engineer for use in preparation of record drawings.


PART 2 - PRODUCTS

(NOT USED)

PART 3 - EXECUTION


3.01 RECORD DRAWINGS

- A. Maintain one record set of Drawings legibly annotated to show all changes made during construction and the final location of all underground piping and utilities.
1. The marked up set of Drawings shall be a compilation of all of the work completed. Individual sets from the various subcontractors will not be accepted.
 2. The marked up set of Drawings shall graphically show the changes. Reference to RFI's, Change Orders will not be accepted.
 3. The Record Drawings will show
 - a. Grade changes, changes in elevations for footings, culverts, manholes etc.
 - b. New or revised LC, PC, PI, and PT.
 - c. Relocated driveway entrances.
 - d. Changes in size, location, and slope of pipes.
 - e. Changes to invert elevations.
 - f. Undercut areas.
 - g. Areas of geotextile fabric or geogrid.
 - h. Omissions, errors and discrepancies discovered during construction.
 - i. Features added, revised, or deleted by contract change orders.
 - j. Corrected or new bench marks. Cross out those that no longer exist.
 - k. Changes to drainage.
 - l. Material type, size, and manufacturer where optional materials are allowed by specifications.
 - m. Final dimensions, elevations, details, sizes, numbers, lengths, locations, etc., if different from the original plan.
 - n. Locations of private utilities, if different from original plans.
 - o. Any other information necessary to document site conditions.
 4. Graphically depict changes by modifying or adding to plans, and details Using a red colored pencil or pen.

PROJECT MAN			
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	Section:	01 78 39	
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- 5. Wherever a revision is made, also make changes to related section views, details, legend, profiles, plans and elevation views, schedules, notes and call out designations, and mark accordingly to avoid conflicting data on all other sheets.
- 6. For deletions, cross out all features, data and captions that relate to that revision.

END OF SECTION

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Street Lighting		
		Section:	26 56 00		
		Bid Number:	2477-23	Page:	1 of 5

PART 1 – GENERAL

1.01 SUMMARY

- A. Work under the section consists of installing street lighting in accordance with the plans and specifications. This work will include: concrete bases, installing poles, luminaries, in-line fuse assemblies, electrical wiring, pull boxes, conduits, services and all attachments and in accordance with National Electric Code, Wisconsin Administrative Code SPS 316 and local codes, as specified herein and as required to complete the lighting unit and its connection to the underground cable system.
- B. Locations for street lighting and traffic signal equipment shall be staked a minimum of 10 days prior to starting work for approval by the city. Signal and lighting items placed at locations not previously approved by the city need to be relocated at the contractor's expense.

1.02 REFERENCE STANDARDS


- A. WisDOT Specs: Wisconsin Department of Transportation Standards Specifications for Highway Construction, latest Edition.
- B. NEC: National Electrical Code.
- C. ICEA: Insulated Cable Engineers Association.
- D. NEMA: The Association of Electrical Equipment and Medical Imaging Manufacturers.
- E. UL: Underwriters Laboratory.
- F. NRTL: Nationally Recognized Test Laboratories.

1.03 SUBMITTALS

- A. Submit Product Data in accordance with Section 01 33 00 – Submittal Procedures.
 - 1. Include in Submittal:
 - a. Dimensions and components for each item.
 - b. Manufacturer's written instructions, including storage, handling, installation, and starting of product.

1.04 PAYMENT PROCEDURES

- A. Unit Prices:
 - 1. Payment for poles, luminaires, concrete bases, and control cabinet is on a per Each basis furnished and installed in place, as specified herein.
 - 2. Payment for conduit, wire and cable is on a per Linear Foot basis furnished and installed in place, as specified herein. Splices and taps are incidental to the wire and cable. The cost of wire within poles is incidental to the cost of the pole
 - 3. Include the cost of work specified in this section in the appropriate bid item.
 - 4. If individual items are not included in the bid form, the cost of the work shall be considered incidental to adjacent utility and roadway construction work.

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		Section:	26 56 00		
		Bid Number:	2477-23	Page:	2 of 5

PART 2 – PRODUCTS

2.01 LIGHTING UNITS:


- A. Lighting Assembly 30-Foot Pole:
 - 1. Pole: Valmont Structures: R-290845806T4-D1-335-VBDR with hand holes located 180-degrees from luminaire. (Black)
 - 2. Luminaire: Philips Gradco: Gullwing LED GL18 Series Luminaires, GL18-1-2-105LA-NW-UNIV-BLP-RPA2-SPR (Black).
- B. Lighting Assembly 14-Foot Pole:
 - 1. Pole: Valmont Structures: R-130830504T4 D1 335 IC-VBDR with hand holes located 90-degrees from luminaire. (Black)
 - 2. Luminaire: Philips Gradco: Gullwing LED GL13 Series Luminaires, GL13-1-2-70LA-6435-NW-UNV-BLP (Black).
- C. Luminaires to be provided with mounting hardware compatible with identified pole.

2.02 CONCRETE BASES

- A. Grade A Concrete Masonry conforming to the requirements of Section 501 of the WisDOT Specs.
- B. Immediately after form removal, any minor defects shall be corrected and a rubbed finish surface.
- C. Anchor bolts, nuts and washers shall be steel with minimum yield strength of 33,000 psi and a minimum tensile strength of 60,000 psi shall be of the required dimensions and design indicated in the plans and shall be manufactured with sufficient allowance for the hot dip coatings to permit nuts to run freely on the threads.
- D. Schedule 40 PVC Conduit with bell ends at terminations.
- E. Steel Reinforcing Bars conforming to ASTM A615, grade 60.
- F. Grounding Rod.
- G. For control cabinet bases furnish either mechanical or adhesive stainless steel masonry anchors and stainless steel bolts or studs, nuts, and washers.
- H. Verify bolt patten with pole manufacturer prior to installation of bases. Any changes required to match required bolt pattern to be considered incidental.

2.03 UNDERGROUND CONDUIT

- A. Nonmetallic conduit
 - 1. Schedule 40 PVC or Smooth Wall HDPE (Color Red) conforming to Section 655 of the WisDOT Specs.
 - 2. Bell Ends at termination of conduit in pullboxes, junction boxes and light bases.
 - 3. Marked with:
 - a. Manufacturers Trademark
 - b. Nominal Size
 - c. Temperature Classification
 - d. Material Description
- B. Fittings: Match to conduit type and material
 Pull Tape: Polyester pull tape, ½" width, tensile strength of 1,250 lbs. and sequential footage markings along the entire length of the tape. Install pull tape in each empty conduit.

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		Section:	26 56 00		
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2.04 WIRING

- A. The cable shall be UL-listed, XLP insulated (Type USE):
 - 1. Rated 90 degrees C. dry and 75 degrees C. wet
 - 2. 600-Volts
 - 3. Direct bury and shall be suitable for installation in wet and dry locations, exposed to the weather, and shall be resistant to oils and chemicals.
 - 4. Conformance with ICEA Standard S-68-516, NEMA
 - 5. Standard WC-8 and UL-Standard UL 44. Conductors shall be copper, stranded in accordance with ASTM B-6.
- B. Fuses:
 - 1. Fuse Holders: Bussman (See Product Data in Appendix)
 - a. Single Fuse: HEB-AA
 - b. Double Fuse (non-breakaway): HEX-AA
 - 2. Ideal Thermoshrink Ends
 - 3. Fuses: 3 Amp
- C. Provide wire sizes as shown on the plans.
- D. When there is more than one (1) circuit, bundle the circuit conductors with nylon cable ties, or approved electrical tape at all access points.
- E. Identify insulated conductors by covering the insulation surface with a tough, strongly adhered, color coating conforming to method I, or by surface printing conforming to Method III of IPCEA (Insulated Power Cable Engineers Association) – NEMA Standard S-19-81. Do not use white coatings on ungrounded conductors.
- F. Color-code both tails of all ungrounded circuits, half-lap the tape for a minimum of two inches (2") using colored tape.
- G. Grounding conductor and equipment grounding conductor shall be Green Insulated.

2.05 SPLICES

- A. Polaris Black Insulated mechanical Connectors by NSI Industries.

2.06 PULL BOX

- A. Type B: Quazite polymer Concrete Enclosure
 - 1. Size: 13-inch by 24-inch.
 - 2. Style: PD with no base with PG Cover.

2.07 LIGHTING CABINETS


- A. Conform to Section 659.2 of the WisDOT Specs.
 - 1. The standard detail drawing "Lighting Control Cabinet 120/240 Volt" has been revised to include modifications to the requirements for the main breaker, utility wiring, and the elimination of the GFCI receptacles. Refer to the construction detail drawings for additional information.

2.08 PHOTO CONTROL

- A. Intermatic K4021C

2.09 ELECTRIC SERVICE

- A. Conform to Section 656.3.2 of the WisDOT Specs.

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		Section:	26 56 00		
		Bid Number:	2477-23	Page:	4 of 5

1. The City will submit the permit application for the electric service to Alliant Energy. The cost of the service installation by Alliant as well as all energy costs shall be paid for by the city.
2. The city shall be responsible for all coordination with Alliant Energy for the timely installation of the service lateral.
3. The contractor shall coordinate with the city. Contact Mike Willmas (920) 459-3444 10 days prior to starting work.

PART 3 – EXECUTION

3.01 SITE PREPARATION

- A. Do not begin installation until final grading is complete.
- B. Check location of underground work to very no conflicts exist.

3.02 UNDERGROUND CONDUIT


- A. Excavate trenches for conduit to adequate width, depth, and proper slope as specified.
- B. The trench sidewall shall be less than 6 inches from the edge of the conduit being installed.
- C. The ends of the conduit shall be cut square and thoroughly reamed before installation. All burrs and rough edges shall be removed.
- D. All conduit not terminating in at a pole or pull box shall be capped or plugged immediately upon installation, until wiring is installed.
- E. Bottom of trench shall be undisturbed earth. If trench bottom is too low for proper grade, fill to proper level with sand and mechanically compact it.
- F. Mechanically compact backfill.
- G. Install warning tape 12" below finish grade over all conduits.
- H. Install pull tape in each empty conduit

3.03 CONCRETE BASES

- A. Constructed bases plumb and level.
- B. The excavation shall be limited to the size required for the base to be constructed.
- C. Construct the foundation to prevent subsequent settlement of the bases.
- D. Do not construct bases in rock, wet conditions.
- E. Install sand around all conduit connections to bases.
- F. Install rebar, conduit and anchor rods as shown on the details.
- G. Place the anchor bolts in pole bases so that the luminaire will be oriented perpendicular to the curb/street/sidewalk/parking lot or as indicated on the plan.
- H. Cure exposed concrete footings using impervious coating, impervious sheeting or an alternative method as approved by City Engineer.
- I. Do not install poles until concrete as reached 3,500 psi or 7 equivalent curing days as specified in WisDOT Specification 502.3.10

3.04 POLES

- A. Clean each pole before installation
- B. Protect pole from damage during installation.
- C. Secure pole to anchor assemblies conforming to manufacturer's written instructions.
- D. Ensure the centerline of the pole is vertical.

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		Section:	26 56 00		
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3.05 LUMINAIRES

- A. Clean each luminaire before installation
- B. Protect luminaire from damage during installation.
- C. Secure luminaire to pole conforming to manufacturer's written instructions.

3.06 WIRING

- A. Install conductors in continuous lengths without splices from termination to termination:
 - 1. Do not leave wire or cable ends uncovered or submerged in water.
 - 2. Make electrical connections and splices with a UL- or NRTL-approved mechanical-type connector.
- B. For all cables entering each pull box or vault, except loop detector lead-in cables, provide an extra loop, approximately six feet (6') in length, to remain in each pull box or vault. This loop of cable is in addition to the amount needed to reach between each structure.
- C. Individually fuse luminaires. Locate fuses at the pole hand hole.

3.07 SPLICES

- A. Use hand holes in poles for splices and taps. Provide a minimum of 24-inches of additional wire for each splice.
- B. Do not splice in pull boxes.


3.08 LIGHTING CABINET

- A. Construction Cabinet Base in accordance with details and using same materials and requirements as specified for Concrete Bases.
- B. Ensure cabinet is level.

3.09 ELECTRICAL SERVICE

- A. Install in accordance with state and local codes and as required by the electric utility.

END OF SECTION

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Erosion Control and Site Maintenance		
		Section:	31 25 00		
		Bid Number:	2477-23	Page:	1 of 3

PART 1 – GENERAL

1.01 SUMMARY

- A. Provide erosion control devices at the locations shown on the drawings and as specified herein.
- B. Maintain the work site as specified herein.
- C. This is a standard City Specification. Materials and Items of work in this specification may not be required for all projects. Refer to Bid form and Plans to determine materials and items of work required.

1.02 DEFINITIONS

- A. WisDOT Specs: Wisconsin Department of Transportation Standards Specifications for Highway Construction, latest Edition.
- B. WisDOT PAL: Wisconsin Erosion Control Product Acceptability List (PAL), latest edition.
- C. WDNR: Wisconsin Department of Natural Resources.
- D. Technical Standards: Wisconsin Department of Natural Resources Storm Water Management Technical Standards

1.03 PERMITS

- A. Comply with permits, if any, identified in Section 01 11 00 – Summary of Work.

1.04 PAYMENT PROCEDURES

- A. Cost for erosion control shall be paid according to the various unit prices included in the Bid. If individual items are not included in the Bid, the cost of this work shall be considered incidental to adjacent utility and roadway construction work.
- B. Site Maintenance, unless otherwise specified, is incidental to adjacent utility and roadway construction work.


1.05 QUALITY ASSURANCE

- A. Erosion Control products not included in WisDOT PAL are not acceptable.
- B. Submit product data in accordance with Section 01 14 00 – Work Restrictions.

PART 2 – PRODUCTS

2.01 WisDOT PAL


- A. All products shall be as specified in current version of WisDOT PAL and WDNR Technical Standards.

PROJECT MAN				
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PART 3 – EXECUTION

3.01 EROSION CONTROL REQUIREMENTS

- A. Contractor shall not begin work until after initial erosion and sediment control devices are in place and approved by Engineer.
- B. Comply with notes, if any, including the drawings.
- C. Erosion control permits establish minimum erosion control measures required.
- D. Furnish additional erosion control measures as needed based on the work plan and to adjust to field conditions.
- E. Inspect all manholes and catch basins weekly or when requested by Engineer for materials that may be deposited in them. Remove and dispose of deposited material.
- F. All erosion control measures shall be implemented in accordance with WDNR Technical Standards, available at:
http://dnr.wi.gov/topic/stormwater/standards/const_standards.html
- G. Construct temporary tracking at all vehicle entrances/exits to the site. Each pad shall be 25 feet wide and a minimum of 50 feet in length. The pads will be at least 12-inch thick consisting of 3 inches to 6 inches clear washed stone. Install tracking pads prior to any traffic leaving the site. Clean up sediment that leaves the site as soon as practical, no later than the end of the work day. Maintain tracking pad by scraping or top-dressing with additional aggregate.
- H. Install silt fence parallel to the contours located downslope from the construction areas. Remove sediment and properly disposed of when the deposits reach half the height of the fence.
- I. Install inlet protection in all downslope drainage inlets. Remove sediment and properly disposed of and restore to its original dimensions when the sediment has accumulate to half the design depth of the device.
- J. Should dust be generated, it will be controlled by spraying the exposed grade with water. Water shall be applied at rates so that runoff does not occur.
- K. The use, storage and disposal of construction materials such as chemicals, cement, compounds and other construction/building materials used on the site shall be managed to prevent their transport off site. All waste materials shall be properly disposed of in compliance with all Federal, State and Local requirements.
- L. Stabilize the site with topsoil, permanent seed, fertilizer, mulch or erosion mat as detailed on the drawings to establish vegetation as soon as site disturbing activities have been completed. All seeded areas shall be watered for the first six weeks. Watering shall take place whenever more than 7 days of dry weather elapse. Stockpiles that are inactive for more than 14 consecutive days will be stabilized. Areas of exposed soils that will not see any land disturbing activities for a period greater than 30 days will receive temporary stabilization.


PROJECT MAN				
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- M. Excavated trench material shall be placed on the high side of the trench. Immediately following the pipe installation, the trench shall be backfilled, compacted and stabilized at the end of the working day.
- N. Construction site diversion shall be used to intercept, divert and safely convey runoff on the site in order to divert clean water away from disturbed areas or redirect sediment laden waters to an appropriate sediment control device. Sediment shall be removed and properly disposed of once the deposits reach half the height of the diversion structure.

3.02 SITE MAINTENANCE

- A. Maintain the project area and surrounding area by removing waste and rubbish on a daily basis.
- B. Do not flush out concrete trucks or any other equipment onto existing completed public streets, walks, gutters, terraces, or boulevards.
- C. At the completion of the work, remove all hubs, lath, signs, excess excavation and construction materials. Sweep roadway surface to remove surface contaminants and other debris.
- D. Do not drag, push, or scrape material across or along the finished pavement or surface course.
- E. Before requesting acceptance of the work, clean out soil, silt, or debris of drainage installations and structures constructed under the contract. Remove materials in other drainage installations or structures due to contractor's operations.

END OF SECTION

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PART 1 – GENERAL

1.01 SUMMARY

- A. Provide base aggregate, concrete pavement, concrete sidewalk, concrete curb and gutter, concrete driveway, pedestrian curb and asphalt pavement at the locations shown on the drawings.
- B. This is a standard City Specification. Materials and Items of work in this specification may not be required for all projects. Refer to Bid form and Plans to determine materials and items of work required.

1.02 DEFINITIONS

- A. WisDOT Specs: Wisconsin Department of Transportation Standards Specifications for Highway Construction, latest Edition.

1.03 PAYMENT PROCEDURES

- A. Unit Prices:
 1. Payment for Base Aggregate is on a per ton or square yard basis furnished as specified in the bid form.
 2. If Base Aggregate is included in an item of work, as identified on the bid form, payment for providing base aggregate is included in the unit price for that item.
 3. Payment for Subgrade Reinforcement is on a square yard basis furnished specified on the bid form.
 4. Payment for Breaker Run is on a per ton or square yard basis furnished and compacted as specified in the bid form.
 5. Payment for Concrete Pavement, Concrete Sidewalk and Concrete Driveway is on square yard basis furnished as specified in the bid form.
 6. Payment for Concrete Curb and Gutter and Pedestrian Curb is on linear foot basis furnished as specified in the bid form.
 7. Payment for Asphalt Pavement is on a per TON basis furnished as specified in the bid form.
 8. Include the cost of work specified in this section in the appropriate Bid Item.
 9. Include cost of joint sealing in the appropriate Bid Items.
 10. Payment for pavement marking is on a per LF basis furnished as specified on the bid form.


1.04 SUBMITTALS

- A. Submit Product Data in accordance with Section 01 14 00 – Work Restrictions.
 1. Include in Submittal:
 - a. Source of Aggregate
 - b. Production Test Results
 - c. Test Results.

PART 2 – PRODUCTS

2.01 BASE AGGREGATE MATERIALS

- A. Furnish aggregate from WisDOT approved sources.

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- B. Conform to WisDOT Spec Section 305 for gradation requirements.
 - 1. Place 1.25-inch gradation under all concrete pavement, concrete curb and gutter, asphalt pavement, and driveways.
 - 2. Place 3/4-inch gradation under all sidewalks.

2.02 SUBGRADE REINFORCEMENT

- A. Tensar TraiAx TX140 Geogrid.

2.03 BREAKER RUN

- A. Furnish aggregate from WisDOT approved sources.
- B. Maximum size: 6-inches

2.04 CONCRETE

- A. Furnish aggregate from WisDOT approved sources.
- B. Conform to WisDOT Specification Section 501.

2.05 CURB RAMP DETECTABLE WARNING FIELDS

- A. Furnish Neenah Foundry R-4984-24B (Natural Patina)

2.06 JOINT SEALER


- A. Hot-Poured elastic joint sealer conforming to ASTM D3405

2.07 ASPHALTIC MIX, ASPHALTIC MATERIAL AND TACK COAT

- A. Furnish aggregate from WisDOT approved sources.
- B. Conform to WisDOT Specification Sections 450, 455 and 460.
- C. Mix Design and thickness as shown drawings.

2.08 PAINT

- A. Furnish paint from WisDOT approved sources.

PROJECT MAN				
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2.09 SEED, FERTILIZER, AND MULCH

- A. All shall be placed by hydro-seed methods.
- B. Seed Mixture: Conform to WisDOT Standard Specifications Sec. 630.2.1.5.1.1.2, #40. Apply at a rate of 2 lbs/1000 sq. ft.
- C. Mulch: Cellulose fiber mulch applied at the rate of 1500 lbs/acre.
- D. Tackifier: Organic tackifier applied at the rate of 70 lbs/acre.
- E. Fertilizer: Conform to WisDOT Standard Specifications Sec. 629 for Type Fertilizer. Apply at rate of 7lbs/ 1000 sq. ft.
- F. Hydro-seeding application equipment shall incorporate an agitation system that will suspend and homogeneously mix the slurry.

PART 3 – EXECUTION

3.01 SUB BASE PREPARATION


- A. Check subbase for soundness and elevations. Prepare subbase for base course placement by scraping down or filling irregularities. Compact subbase prior to base course placement.
- B. Proof roll the prepared subbase. Make multiple passes to test entire area. Remove and replace areas where displacement in base (yielding, heaving, cracking or other signs of instability), in the opinion of the Engineer, is more than 1 inch under a fully-loaded tandem-axle dump truck. Excavate and backfill displaced areas with new base course material, compact, and retest. Do not begin placement of base course until deficient areas have been corrected.

3.02 BASE AGGREGATE PLACEMENT

- A. Conform to the requirements of WisDOT Spec Section 305 for placement requirements and as modified herein.
- B. Base aggregate shall extend 36-inches outside pavement and curb and gutter, or as specified on the drawings.
- C. Existing base aggregate may be re-used with the written approval of the Engineer.
- D. Maintain drainage during and after placement of base aggregate.

3.03 CONCRETE FORMS

- A. Construct forms to the exact sizes, shapes, lines, and dimensions shown, and as required to obtain accurate alignment, location, grades, and level and plumb work in the finished concrete. All forms must be inspected and approved by the Engineer or his authorized representative, prior to placement of concrete.
- B. Forms shall be straight and of sufficient strength to resist the pressure of the concrete without bending, tipping, and other deformation. Bracing and staking of forms shall be such that the forms remain in both horizontal and vertical alignment until their removal.
- C. Forms shall not be removed from freshly placed concrete until it has hardened sufficiently to resist spalling, cracking or any other damage.

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- D. Curb Machines may be used to construct curb provided the curb can be constructed to the requirements of the specifications.

3.04 CONCRETE PAVEMENT AND DRIVEWAYS

- A. Construct Concrete Pavement in accordance with WisDOT Spec Section 415 at the location and to the thicknesses the plans show and as modified herein.
- B. Seal all joints in concrete pavement:
 1. Place joint sealer in accordance to the manufacturer's instructions. All longitudinal, transverse, and construction joints shall be sealed prior to allowing any traffic on the pavement.
 2. Joints shall not be sealed until they have been inspected and approved by the Engineer.
 3. Should any spalling of the sawed edges occur that would in the judgment of the Engineer detrimentally affect the joint-sealing ability, such spalled areas shall be patched with an approved epoxy which shall be allowed to harden prior to installation of the joint seal. Each patch shall be true to the intended neat lines of the finished cut joint.
 4. Application of the joint sealer shall be made when the joint surfaces are clean and dry. Joints shall be cleaned and dried to accept the sealing material in accordance to the manufacturer's recommendations.
 5. All longitudinal and transverse concrete pavement joints, including the joint between the pavement and the curb and gutter and any joints in the curb and gutter shall be sealed. The sealant shall be tooled flush with or recessed up to a maximum of 1/16" ± 1/64" below the concrete surface. Overbonding will not be allowed. Material remaining on the surface of the pavement shall be removed without damaging the sealant in the joint.

3.05 CONCRETE SIDEWALK


- A. Construct Concrete Sidewalk in accordance with WisDOT Spec Section 602 at the location and to the dimensions the plans show.
- B. Construct Curb Ramp Detectable Warning Fields in accordance with WisDOT Spec Section 602 at the locations the plans show.

3.06 CONCRETE CURB AND GUTTER AND PEDESTRIAN CURB

- A. Construct Concrete Curb and Gutter and Pedestrian Curb in accordance with WisDOT Spec Section 601 at the location and to the dimensions the plans show and as modified herein.
- B. When constructed adjacent to new or existing concrete pavement, seal all joints in accordance with the Paragraph 3.04.B of this specification section.

3.07 ASPHALT PAVEMENT

- A. Construct Asphalt Pavement in accordance with WisDOT Spec Sections 450, 455 and 460 at the location and to the thicknesses the plans show.

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3.08 MILLING

- A. Mill existing roadway in accordance with WisDOT Spec Section 204 at the location and to the depth the plans show.

3.09 PAVEMENT MARKINGS

- A. Contractor to provide pavement markings as delineated in the construction documents in accordance with the Wisconsin Department of Transportation's Standard Specification.

END OF SECTION

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PART 1 – GENERAL

1.01 SUMMARY

- A. Payment for Sewer Televising of pipe installed or lined as part of this contract is incidental to the cost of pipe installation.
- B. Payment for Sewer Televising of pipe not installed nor lined as part of this contract will be paid for under the appropriate unit price per linear foot, if included on the bid form.

1.02 REFERENCES

- A. American Society for Testing and Materials (ASTM):
 1. ASTM 0543 Test Method for Resistance of Plastics to Chemical Reagents
 2. ASTM 0638 Test Method for Tensile Properties of Plastics
 3. ASTM 0790 Test Method for Tensile Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
 4. ASTM F1216 Rehabilitation of Existing Pipelines and Conduits by Inversion and Curing of a Resin-Impregnated Tube


1.03 SUBMITTALS

- A. Submit Product Data in accordance with Section 01 14 00 – Work Restrictions.
 1. Include in Submittal:
 - a. CCTV video and reports (pre & post lining, as appropriate)
 - b. See “Requirements for Digital Data Delivery” following this specification section.

PART 2 – PRODUCTS

2.01 CAMERA

- A. Closed Circuit Television Camera
 1. Television equipment shall include television camera, television monitor, cables, power source, lights and other equipment. The television camera shall be specifically designed and constructed for operation in connection with sewer inspection and include the following features:
 - a. Pan and Tilt Radial View Color Sewer TV Camera
 - b. 360-Degree Radial x 300 Degree Pan and Tilt Viewing Field
 - c. Multi-Conductor
 - d. Remote Adjustable Optical Focus, Remote Light Compensating Iris
 - e. Automatic White Balance Circuitry, NTSC Color
 - f. Lo Light, 3 Lux Camera
 2. The pan and tilt view camera to be specifically designed to provide a close-up view of sewer pipe walls and lateral entrances through the use of a low light sensitive camera, movable camera head and directional lighting. Unit to be color, and designed for operation through up to 2,000-feet of multi-conductor cable in sanitary and storm sewers. Chassis construction to be 100% solid state circuitry designed to withstand shocks and vibration normally sustained while being pulled through a pipe. The image pick-up device to be low light sensitive, 3 Lux, solid-state camera incorporating the latest high-resolution closed-circuit television technology. Operating climatic ranges of the camera is to be -10°C to +30°C, and up to 100% relative humidity.

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3. The remote reading footage counter is to be accurate to 1% over the length of the particular section being inspected and mounted over the television monitor.

B. Cleaning Equipment

1. Sewer cleaning equipment shall consist of a jet cleaner with a vacuum/air transport debris removal system.
2. The water pump system on the cleaning vehicle must have the ability to pump between 50 to 65-gallons per minute at a pressure of 1,200 to 1,500 pounds per square inch. Units with pumps smaller than this will not be acceptable.

PART 3 – EXECUTION


3.01 TELEVISION STORM SEWER

A. Sewer Flow Control

1. When sewer depth of flow at the upstream manhole of the manhole section being worked is above the maximum allowable for television inspection, joint testing and/or sealing; reduce flow to the level shown below by operation of pump stations, plugging or blocking of the flow, or by pumping and bypassing of the flow, as specified.
2. Depth of flow shall not exceed that shown below for the respective pipe sizes, as measured in the manhole when performing television inspection.
 - a. Maximum Depth of Flow Television Inspection
 - b. 6 to 10-inch Pipe 20% of Pipe Diameter
 - c. 12 to 24-inch Pipe 25% of Pipe Diameter
 - d. 27-inch and Larger pipe 30% of Pipe Diameter
3. Plugging or Blocking: Insert a sewer line plug into the line upstream of the section being worked. The plug is to be designed so that all or any portion of the sewage can be released. During television inspection, testing and sealing operations, reduce flow to be within the limits specified above. After the work has been completed, restore flow to normal.
4. Pumping and Bypassing: When pumping and bypassing is required, supply the pumps, conduits and other equipment to divert the flow of sewage around the manhole section in which work is to be performed. The bypass system is to be of sufficient capacity to handle existing flow, plus additional flow that may occur during a rainstorm. Furnish the necessary labor and supervision to set up and operate the pumping and bypassing system. If pumping is required on a 24-hour basis, equip engines in a manner to keep noise to a minimum.
5. Flow Control Precautions: When flow in a sewer line is plugged, blocked or bypassed, take sufficient precautions to protect the sewer lines from damage that might result from sewer surcharging. Precautions must be taken to ensure that sewer flow control operations do not cause flooding or damage to public or private property being serviced by the sewers involved.

B. Preparation/Coordination

1. Dispose of any and all debris removed from the sewers during the cleaning process in compliance with all federal, state and local requirements. Pay any and all fees associated with the proper disposal of these materials. The City of Sheboygan will not have a disposal site available.


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C. Television Inspection

1. Move camera through the line in either direction at a uniform rate, but no greater than 30-feet per minute, stopping when necessary to ensure proper documentation of the sewer's condition. Use manual winches, power winches, TV cable and powered rewinds, or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions, when moving the camera through the sewer line. If, during the inspection operation, the television camera will not pass through the entire manhole section, reset the equipment in a manner so the inspection can be performed from the opposite manhole.
2. In the event the section being televised has substantial flow entering the sewer between manholes, such that inspection of the sewer is impaired, coordinate with the owner of source of flow to have such flow temporarily stopped and/or reschedule television inspection of the particular section to a time when such flow is reduced to permit proceeding with the television inspection.
3. When sewer line depth of flow at the upstream manhole of the section being televised is above the maximum allowable for television inspection, reduce the flow to permit proceeding with the television inspection.
4. Whenever non-remote powered and controlled winches are used to pull the television camera through the line, telephones, use radios or other suitable means of communication set up between the two manholes of the section being inspected to ensure that adequate communications exist between members of the crews.
5. Check accuracy of the measurement meters daily by use of a walking meter, roll-a-tape or other suitable device. Begin footage measurements at the sewer line point of penetration of the upstream manhole, unless specific permission is given to do otherwise. Show footage on the video data view at all times.

D. Documentation of Television Results

1. Document television inspections through the use of an in-vehicle computer system; All defects and general information on the pipe being viewed along with an index for retrieving the information must be supplied to the City of Sheboygan as part of the report.
2. Television inspection logs to be typed or computer printed, and be acceptable to the engineer. Printed location reports shall clearly show the location, in relation to adjacent manholes, of each source of infiltration discovered. In addition, record other data of significance, including the location of buildings and house service connections, joints, unusual conditions, roots, storm sewer connections, collapsed sections, presence of scale and corrosion, and other discernible features. Include a voice recording that makes brief and informative comments on the sewer conditions.
3. The measurement of distance to defects is critical in confirming the location of areas to be excavated.
4. Make color recordings of the data on the television monitor..
5. Include the following information :
 - a. View:
 - i) Report number
 - ii) Date of Television inspection
 - iii) Upstream and downstream manhole numbers
 - iv) Current distance along reach
 - b. Audio:
 - i) Date and time of television inspection, operator name and name of adjacent street

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- ii) Verbal confirmation of upstream and downstream manhole numbers and TB direction in relation to direction of flow
- iii) Verbal description of pipe size, type and pipe joint length
- iv) Verbal description and location of each service connection and pipe defect
- v) Type of weather during inspection

c. Computerized logs:

- i) Location of each point of leakage
- ii) Location of each service connection
- iii) Location of any damaged sections, nature of damage and location with respect to pipe axis
- iv) Deflection in alignment or grade of pipe
- v) Record of repairs and quantity of sealing material used (if applicable)
- vi) Date, time, municipality, street, basin, manhole section, reference manhole number, name of operator, inspector and weather conditions
- vii) Pipe diameter, pipe material, section length and corresponding DVD identification

E. Cleaning Requirements

1. Remove all debris and sediment to assure that the storm sewer can perform as designed.


3.02 TELEVISIONING SANITARY SEWER

A. Procedures

1. The intent of closed-circuit televising inspection (CCTI) is to observe and record the conditions of the sewer sections being inspected. The location of the laterals will also be documented on the report.
2. A minimum of one pass with a jet shall be made prior to televising
3. The television camera shall be moved through a sewer at a uniform rate, stopping when necessary to ensure proper documentation of the sewer. The television camera shall not be pulled at a speed greater than 30 feet per minute.
4. During the inspection operation, if the television camera will not pass through the entire sewer section, reset equipment in a manner so that the inspection can be performed from the opposite manhole. If, again, the camera fails to pass through the entire section, excavate and repair or replace the defective section. All costs for the reset and repair due to an obstruction will be incidental to the linear foot price for sanitary sewer.
5. If the camera becomes submerged due to a sag in the pipe, a high velocity jet will be utilized to pull water away from the camera lens. If the engineer deems that the sag is not acceptable, excavate and repair or replace the defective section of pipe. All costs for the reset and repair due to an obstruction will be incidental to the linear foot price for sanitary sewer.
6. If the camera becomes trapped within the sewer, it is the responsibility of the contractor to remove the camera. All costs for removal, including possible excavation and restoration are the responsibility of the contractor.

B. Inspection Logs

1. The logs shall be computer printed. One copy in a PDF format shall be supplied to the city. Television inspection logs must include the following:
 - a. Date, time, city, street, basin, sewer section, reference manhole number, name of operator, inspector and weather conditions.

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- b. Pipe diameter, pipe material, section length, depth of pipe, length between joints, and corresponding video recording identification.
- c. Location of each point of leakage and estimate of flow.
- d. Location of each service connection.
- e. Location of any damaged sections, nature of damage, and location with respect to pipe axis (such as mineral deposits, cracked pipe, sags, etc.)

C. Recordings

1. The purpose of video recording is to supply a visual record and audio record of the condition of sewers. Recording playback shall be done at the same speed that it was recorded. Upon final payment of the work, all video recording shall become the property of the City of Sheboygan, and shall be in a digital format. A complete video and audio recording shall be made of each line televised. Recordings and packages shall be labeled with location information and inspection date. Television inspection reports shall include the following:
 - a. **Visual (On screen in corner):**
 - i) Report number
 - ii) Date of television inspection
 - iii) Sewer section and number
 - iv) Current distance along reach (Tape counter footage)
 - b. **Audio:**
 - i) Date and time of televisions inspection, operator name, name of overlaying or adjacent street, and manhole numbers.
 - ii) Verbal confirmation of sewer section and televising direction in relation to the direction of flow.
 - iii) Verbal description of pipe size, type and pipe joint length.
 - iv) Verbal description and location of each service connection and pipe defect.
 - v) Type of weather during inspection.

END OF SECTION

- 1) The City of Sheboygan uses ITpipes as the repository for their CCTV inspection data. The final format for delivery to the City of Sheboygan is in a file format that can be directly imported into ITpipes without manipulation of any kind by the City of Sheboygan.
- 2) The City of Sheboygan uses NASSCO's Pipeline Assessment and Certification Program (PACP) Coding format.
- 3) Inspections submitted with incorrect or missing data will be returned to the Service Provider for corrections at no additional cost to the City of Sheboygan.
- 4) Submit all sewer reports and videos to the Project Manager in the data format used by the Service Provider for review prior to converting to ITpipes format.
- 5) The final submittal to the project manager shall include the ITpipes software database file and videos in the approved structure and format. The Service Provider shall make all adjustments necessary to adhere to the required format specified herein.
- 6) For more information regarding data conversion to ITpipes format contact:
 - a. e-mail: info@itpipes.com
 - b. Phone: 1-877-487-4737
 - c. Web: www.itpipes.com
 - d. Ross Brown at ross@itpipes.com
 - e. Ross Brown at (262) 347-7582

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PART 1 – GENERAL

1.01 SUMMARY

- A. Perform sanitary, storm sewer and lateral work under this contract in accordance with the Standard Specifications for Sewer and Water Construction in Wisconsin, December 22, 2003, including Addenda 1 and 2, dated December 22, 2004 and April 22, 2008, respectively, and as modified herein.
- B. This is a standard City Specification. Materials and Items of work in this specification may not be required for all projects. Refer to Bid form and Plans to determine materials and items of work required.

1.02 DEFINITIONS

- A. Standard Specifications: Standard Specifications for Sewer and Water Construction In Wisconsin, December 22, 2003, including Addenda 1 and 2, dated December 22, 2004 and April 22, 2008, respectively.

1.03 PAYMENT PROCEDURES

- A. Unit Prices:
 1. Payment for Work under this specification is as defined in the Standard Specifications, as shown on the bid form, and as specified herein.
 2. If individual items are not included in the bid form, the cost of the work shall be considered incidental to adjacent utility and roadway construction work.
 3. Manhole lining will be measured by the Vertical Foot (VF) from the lowest invert in the manhole to the rim of the manhole casting.


1.04 SUBMITTALS

- A. Submit Product Data in accordance with Section 01 14 00 – Work Restrictions.
 1. Include in Submittal:
 - a. Source of Aggregate
 - b. Production Test Results
 - c. Test Results.
 - d. Manufacturer's Written Instructions

PART 2 – PRODUCTS

2.01 PIPE MATERIAL – STORM SEWER

- A. All pipe material shall be as follows and as specified in the bid form:
 - a. Reinforced Concrete Pipe as defined in Section 8.6.0. Class III pipe, if not shown on the bid form or the drawings.
 - b. Polyvinyl Chloride Sewer Pipe as defined in Section 8.10.0. SDR 35, if not shown on the bid form or the drawings.
 - c. If no pipe material specified on drawings or bid form, either Reinforced concrete pipe or polyvinyl chloride sewer pipe as identified above will be allowed.

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PART 3 – EXECUTION

3.01 GENERAL

A. Modify the Standards Specification as follows:

1. Paragraph 2.2.11(b) - Ten (10%) percent of the excavated material shall be changed to 100% of the excavated material.
2. Paragraph 2.2.15 - Unless otherwise specified, tree clearing and grubbing shall be incidental to the contract.
3. Paragraph 2.6.2 - Unless otherwise specified, all backfill in existing and/or proposed right-of-ways shall be sand as per Table 37.
4. Paragraph 2.6.3 - Unless otherwise specified, granular backfill credit shall be \$10.00/c.y.. The trench width used shall be O.D. plus 36”.
5. Paragraph 2.7.3(b) - Section 1-9 inclusive, all replacements shall be the same vertical dimensions and material as the original.
6. Paragraph 2.9.15(a) - Payment will be by the Each.
7. Paragraph 3.2.1(b) - A fan shall be used when a laser beam is in use at all times.
8. Paragraph 3.2.6 - All sewer pipe, unless otherwise specified, shall be bedded and filled to the spring line with bedding material conforming to Sections 8.43.2(a) as shown on the trench detail in these special provisions.
9. Paragraph 3.2.10(b) - All concrete pipe except elliptical pipe shall be rubber gasket type as per 3.2.11.


3.02 MAINTENANCE

- ##### A. All in-service manholes shall be kept clean and free of all construction materials and debris at all times. Contractor shall immediately remove any mortar, bricks, concrete chunks, dirt, etc. from manholes and shall be responsible for cleaning downstream manholes should construction debris be carried down line by flow during construction.

3.03 FOUNDATION STONE

- ##### A. Foundation stone is over and above the 4” bedding material as specified in the trench detail. Foundation stone will only be used when directed by Engineer.

END OF SECTION

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PART 1 – GENERAL

1.01 SUMMARY

A. Section Includes:

1. Precast concrete manholes, catch basins, and inlets.
2. Castings and other components.
3. Adjusting concrete manholes, catch basins, and inlets.

1.02 DEFINITIONS

- A. Standard Specifications: Standard Specifications for Sewer and Water Construction In Wisconsin, December 22, 2003, including Addenda 1 and 2, dated December 22, 2004 and April 22, 2008, respectively.
- B. ASTM: American Society for Testing and Materials

1.03 PAYMENT PROCEDURES:


A. Unit Prices:

1. Payment for Manholes, Inlets, and Catch Basins are on a per unit EACH basis furnished as specified in the bid form.
2. Payment for adjusting Manholes, Inlets, and Catch Basins installed under the contract is incidental to the cost of the Manholes, Inlets, and Catch Basins.
3. Adjusting Frames, Lids, and Covers for Manholes, Inlets, and Catch Basins installed under the contract are incidental to the cost of the Manholes, Inlets, and Catch Basins.
4. Payment for Adjusting Manholes, Inlets, and Catch Basins not installed as part of this contract is on a per EACH basis as specified below:
 - a. If the finished rim elevation to the top of unmodified Manholes, Inlets, or Catch Basin is equal to or less than 18-inches, payment will be as a Minor Adjustment.
 - b. If the finished rim elevation to the top of unmodified Manholes, Inlets, or Catch Basin is greater than 18-inches, payment will be as a Major Adjustment.
 - c. If the adjustment requires removal or replacement of a cone section or riser section, payment will be made by a separate bid item per EACH location.
 - d. Payment for Adjusting Manholes, Inlets, and Catch Basins does not include the cost of the Frame, Lids, or Covers.
5. Payment for Frames, Lids, and Covers for Manholes, Inlets, and Catch Basins to be replaced under this contract is on a per EACH basis furnished as specified in the bid form.
6. Payment for Adjusting Manhole Covers for HMA Paving
7. Payment for Chimney Seals is on a per EACH basis furnished for each manhole as specified in the bid form.
8. Payment for External Joint Seals is on a per EACH basis furnished for each manhole as specified in the bid form.
9. Include the cost of work specified in this section in the appropriate Bid Item.

1.04 SUBMITTALS

A. Product data:

1. Manufacturer's specifications and other data needed to prove compliance with specified requirements.

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2. Manufacturers recommended installation procedures.
3. Provide certification reports attesting that materials supplied meet referenced specifications.
4. Shop drawings for precast structures showing elevations and dimensions.

B. Submit in accordance with Section 01 14 00 – WORK RESTRICTIONS.

1.05 HANDLING AND DELIVERY OF MATERIALS

- A. Inspect materials during unloading process and notify Engineer of cracked, flawed or otherwise defective material,

1.06 MAINTAINING SEWER SYSTEM

- A. Maintain flow in sewers on continuous basis while construction is underway.
- B. Plug sewers with inflatable plug. Provide pumps, portable generators, hoses, and related items appurtenant to the Work.
- C. Sewer service lines to individual users may be disconnected for a period not to exceed 4 hours.
- D. Secure manholes and structures immediately after completion or before suspension of operations at the end of working day with casting or suitable alternative device.
- E. Mark structures susceptible to being hit by construction or vehicular traffic.


1.07 QUALITY ASSURANCE

- A. Individual pre-cast manhole sections may be rejected because of any of the following reasons:
1. Fractures or cracks passing through shell, except for single end crack not exceeding depth of joint.
 2. Defects indicating imperfect proportioning, mixing, and molding.
 3. Surface defects indicating honeycombed or open texture.
 4. Internal diameter of section varying more than 1% from nominal diameter.
 5. Any continuous crack having surface width of 0.01 in. or more and extending for length of 12 in or more, regardless of position.

PART 2 - PRODUCTS

2.01 SANITARY SEWER PRECAST CONCRETE MANHOLES

- A. Precast Sections:
1. Conform to ASTM C478.
 2. Dimensions: As indicated on Drawings.
 3. Structure Bases:
 - a. Pre-cast integral with bottom section of manhole.
 - b. Extend base 6" beyond outside of barrel section.
 - c. Pre-cast invert.
 - d. Outside Drop: Manhole bottom section to be pre-cast as monolithic base containing lower elbow for drop.
 4. No "see through" lift holes.
 5. No Manhole Steps.

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6. Eccentric Cone.
7. Adjustment: Total height of adjustment shall be a minimum of three (3) inches and a maximum of six (6) inches.
8. Joints between Precast Sections: Rubber o-ring gasket type or Butyl Rubber Sealant.
9. Pipe to Manhole Connection:
 - a. Rubber boot with stainless steel band.
 - b. Watertight.
10. Mark each precast section with name or trademark of manufacturer and date of manufacture. Marking shall be indented into manhole section or painted with waterproof paint.

2.02 STORM SEWER PRECAST CONCRETE MANHOLES


A. Precast Sections:

1. Conform to ASTM C478.
2. Dimensions: As indicated on Drawings.
3. Structure Bases:
 - a. Pre-cast integral with bottom section of manhole.
 - b. Extend base 6" beyond outside of barrel section.
 - c. No Pre-cast invert.
4. No "see through" lift holes.
5. No Manhole Steps.
6. Eccentric Cone or flat-top.
7. Adjustment:
 - a. Eccentric Cone: Total height of adjustment shall be a minimum of three (3) inches and a maximum of six (6) inches.
 - b. Flat-top: Total height of adjustment shall be a minimum of eight (8) inches and a maximum of twelve (12) inches.
8. Joints between Precast Sections: Rubber o-ring gasket type or Butyl Rubber Sealant.
9. Pipe to Manhole Connection:
 - a. Fill Annular Space with Cementitious Non-Shrink Grout.
 - b. Watertight.
10. Mark each precast section with name or trademark of manufacturer and date of manufacture. Marking shall be indented into manhole section or painted with waterproof paint.

2.03 STORM SEWER PRECAST INLETS

A. Precast Sections:

1. Conform to ASTM C478.
2. Dimensions: As indicated on Drawings.
3. Structure Bases:
 - a. Pre-cast integral with bottom section of manhole.
 - b. No Pre-cast invert.
 - c. Sump, as identified in Drawings.
4. No "see through" lift holes.
5. Adjustment:
 - a. Total height of adjustment shall be a minimum of three (3) inches and a maximum of six (6) inches.
6. Joints between Precast Sections: Rubber o-ring gasket type or Butyl Rubber Sealant.

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7. Pipe to Manhole Connection:
 - a. Fill Annular Space with Cementitious Non-Shrink Grout.
 - b. Watertight.
8. Mark each precast section with name or trademark of manufacturer and date of manufacture. Marking shall be indented into manhole section or painted with waterproof paint.

2.04 FRAMES AND COVERS

- A. Grey Iron meeting ASTM A48, Class 35B
- B. Manhole Castings – Sanitary:
 1. Neenah Foundry Frame: R-1550
 2. Neenah Foundry Lid: Type “B” solid lid with self-sealing gaskets and concealed pick holes.
- C. Manhole Castings – Storm:
 1. Neenah Foundry Frame: R-1550-A
 2. Neenah Foundry Lid: R-1050, vented lid.
- D. Curb Inlet Castings:
 1. Neenah Foundry Frame: R-3067
 2. Neenah Foundry Curb Box: R-3067-7004 with the words “Dump No Waste Drains to Lake”
 3. Neenah Foundry Grate: Type L
- E. Curb Inlet Casting with Driveway Plate:
 1. Neenah Foundry Frame: R-3067 with Curb Plate
 2. Neenah Foundry Grate: Type L
- F. Off-Road Inlet Manhole Castings:
 1. Neenah Foundry Frame: R-1550-A
 2. Neenah Foundry Lid: R-2050.

2.05 ADJUSTING RINGS

- A. Concrete Adjusting Rings:
 1. Precast concrete with steel reinforcements, meeting ASTM G-478
- B. Expanded Polypropylene (EPP) Rings:
 1. Cretex Specialty Products – Pro-Ring.
 - a. Grade, Finish, and Angle Rings permitted.
 - b. M-1 Structural Adhesive/Sealant.

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2.06 CEMENTITIOUS NON-SHRINK GROUT

- A. Premixed, non-metallic, high strength, non-shrink grout which meets the requirements of ASTM C-191 and C-827 as well as CRD-C-588 and C-621. When mixed to a mortar or "plastic" consistency, it shall have minimum one day and 28 day compressive strength of 6,000 and 9,000 psi, respectively.

2.07 INTERNAL CHIMNEY SEAL

- A. Internal Chimney seal as manufactured by Cretex Specialty Products, or approved equal.

2.08 CAST IN PLACE BENCH

- A. Pour Cast-in-Place bench with Grade A Concrete.

2.09 EXTERNAL JOINT SEAL

- A. Flexible rubberized seal conforming to ASTM C923 held in place with stainless steel compression bands or butyl adhesive tape conforming to ASTM C877 or heat shrink sleeve over visco-elastic adhesive sealant.

- B. Minimum Width: 9-inches

- C. Approved Products:

1. Mac Wrap, Mar Mac Manufacturing, Company Inc.
2. NPC External Joint Seal, NPC, Inc.
3. EZ-Wrap, Press-Seal Gasket Corporation
4. Riser—Wrap, Pipeline Seal and Insulator
5. Infi-Shield Gator Wrap, Sealing Systems, Inc.

PART 3 - EXECUTION

3.01 INSTALLATION


- A. Trench, backfill, and compact for work of this Section shall be in accordance with pertinent provisions of Section 31 23 33 - TRENCH EXCAVATION AND BACKFILL.

3.02 MANHOLE INSTALLATION

- A. Furnish and install structures in accordance with the Drawings.
- B. Place precast manhole base on compacted granular subgrade of least 6-inches in depth.
- C. Maximum allowable deviation from staked grade:
1. Alignment: 0.30 feet.
 2. Elevation: 0.03 feet.
- D. Place mortar in lift holes

3.03 STORM SEWER MANHOLE BENCH

- A. Shape invert channels to be smooth and semicircular, conforming to inside of adjacent sewer sections.

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- B. Make changes in direction of flow with a smooth curve of as large a radius as size of manhole will permit.
- C. Make changes in size and grade of channels smoothly and evenly.
- D. Form invert channels directly manhole base, with concrete. On manholes with straight through pipe invert may be formed by laying full section sewer pipe through manhole and cleanly breaking out top half after surrounding concrete has hardened.
- E. Smooth floor of manhole outside channels, and slope toward channels at not less than 1 inch per foot or more than 2 inches per foot.

3.04 SETTING CASTINGS / ADJUSTING CASTINGS –

- A. New Structures
 - 1. Set at elevation shown on Drawings. If directed by Engineer, set at elevations to match existing or proposed pavement.
 - 2. Adjust castings to grade using concrete and EPP rings:
 - a. Only a single concrete ring will be allowed.
 - b. Do not use concrete rings less than 4-inches in thickness
 - c. Use a minimum of 2-inches of EPP rings.
 - d. EPP Rings shall be placed at the top, just below the casting.
- B. Precast or Block Existing Structures without removal and replacement precast manhole section.
 - 1. Remove existing rings and/or bricks following details shown on the plans.
 - 2. Adjustments of 6-inches or less be in accordance with paragraph 3.04.A
 - 3. Set at elevation shown on Drawings. If directed by Engineer, set at elevations to match existing or proposed pavement.
 - 4. Adjust castings to grade using concrete and EPP rings:
 - a. A maximum of 3 concrete rings will be allowed.
 - b. Do not use concrete rings less than 4-inches in thickness
 - c. Use a minimum of 2-inches of EPP rings.
 - d. EPP Rings shall be placed at the top, just below the casting.
- C. Precast or Block Existing Structures with removal and replacement of precast manhole sections.
 - 1. Remove and replace concrete barrel, cone sections, flat tops or block following details shown on the plans.
 - 2. Set castings in accordance with paragraph 3.04.A
- D. Brick Manholes
 - 1. Remove exiting bricks to the depth identified in the plan.
 - 2. Follow details on plans to reconstruction with block or pre-cast sections.
 - 3. Adjust casting to grade in accordance with paragraph 3.04A

3.05 CONCRETE RINGS:

- A. Secure adjustment rings with mortar, engineer-approved mastic, or other material approved by the Engineer.

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3.06 EPP RINGS

- A. Installation and surface preparation shall be in accordance with the manufacturer's instructions as modified below.
1. Installation and surface preparation shall be in accordance with the manufacturer's instructions.
 2. The joint between the first grade ring and top of the manhole, catch basin, or structure shall be sealed using an adhesive/sealant meeting the requirements of Section 2.05.B.1.b.
 3. If the top of the manhole, catch basin or pre-cast structure is not level or is irregular, then a cementitious non-shrink grout meeting the requirements of Section 2.06 shall be used. A bed of grout shall be placed on the top surface of the pre-cast structure and then the first grade ring shall be embedded and leveled into the bed of material.
 4. The remaining joints between all manhole adjustment rings and the frame and cover or grate shall be sealed using an adhesive/sealant meeting the requirements of Section 2.05.B.1.b
 5. No other materials shall be used in the construction of the grade adjustment area beyond those specified above. Prohibited materials include, but are not limited to wood or wood shims of any kind, concrete, brick, block, stones.

3.07 INTERNAL CHIMNEY SEAL

- A. Install in accordance with Manufacturer's written instructions.

3.08 EXTERNAL JOINT SEAL

- A. Install in accordance with Manufacturer's written instructions.

3.09 MANHOLE OVER EXISTING PIPE

- A. Construct new manhole as specified, breaking upper half of existing pipe after base of manhole is completed so as not to obstruct flow of existing pipe.

3.10 TESTING AND INSPECTING

- A. Do not allow or cause any of Work of this Section to be covered up or enclosed until after it has been inspected.
- B. Precast reinforced concrete manholes, inlets, catch basins, risers and tops shall be subject to rejection for failure to conform to any specification requirements.
- C. Cleaning:
1. Clean structures prior to final inspection for acceptance.

END OF SECTION

WATER UTILITIES

PART 1 – GENERAL

1.01 SUMMARY

- A. This Section identifies specifications on watermain and appurtenances installation.
- B. Watermain and appurtenances installation shall comply with chapters and sections of the referenced documents in Part 2 of this section.
- C. Watermain and appurtenances shall be installed using parts identified in this section.
- D. Payment of this section should be covered by line items referenced in section 00 41 43.
- E. All watermain and appurtenances shall be provided by Contractor.

PART 2 – PRODUCTS

- 2.01 Standard Specifications for Sewer and Water Construction in Wisconsin - 6th Edition dated December 22, 2003 with Addendum No. 1 dated December 22, 2004 and Addendum No. 2 dated April 22, 2008
- 2.02 PVC pipe, as noted on the plans or bid documents, shall conform to AWWA C-900 or C-905, latest revision, have the O.D. of ductile iron and have a pressure class rating of at least 150 psi and a dimension ratio of 18 or stronger.
- 2.04 The 12" ductile iron pipe and hydrant leads shall be ductile iron, class 52 minimum.
- 2.05 All fittings shall be ductile or cast iron. Minimum working pressure rating shall be 250 psi, except that for ductile iron fittings 24" and smaller, the minimum working pressure rating shall be 350 psi. Joints shall be mechanical, unless otherwise specified. All cast or ductile fittings shall be cement-lined on the interior flow way, unless epoxy-coated; per the standard specifications. Special fittings and accessories, not otherwise covered in the Contract Documents, shall conform substantially with other fitting requirements and be compatible with the existing and proposed pipe materials. Significant deviations, if any, shall be stated in writing to and approved by the Engineer.
- 2.06 Hydrants shall be:
 - A. Clow Eddy F-2640
 - B. Waterous WB-67B-250, with 16" upper standpipe section, or
 - C. Kennedy K81-D,

in conformance with the following specific requirements:

- a. Traffic flange and frangible stem coupling construction required.
 - b. Two 2-1/2" Hose nozzles and one 4-1/2" Pumper nozzle, all with National Standard Fire Hose Coupling Screw Thread, required.
 - c. 5-1/4" nominal diameter of main valve opening.
 - d. Inlet connection shall be 6" mechanical joint with gland, rubber gasket, and high-strength, low-alloy bolts and nuts.
 - e. Operating nut and cap nuts shall be 1-1/2" pentagon measured from point to opposite flat (National Standard), and open left (counter-clockwise).
 - f. Caps shall be furnished with corrosion resistant metal chains and gaskets.
 - g. Pressure activated seals shall be the O-ring type.
 - h. Exposed exterior above proposed ground line shall have been cleaned and primed, as per AWWA, and finished with OSHA safety red enamel. (Repainting over finish coat of a different color is not acceptable.)
 - i. No drain, or drains shall be plugged with manufacturer approved plug.
- 2.07 Gate valves shall conform to the latest revision of AWWA C509 (resilient-seated) or AWWA C515 (ductile body resilient-seated). When gate valves are specified in sizes 4" through 12", they shall be of the resilient-seated type and in conformance with the following specific additional requirements:
- a. Valves shall be intended for direct burial in an essentially vertical position in horizontal pipelines and be of the non-rising stem design, with O-ring stem seals, standard size (2") wrench nut, and opening left (counter-clockwise).
 - b. Valve ends shall be mechanical joint, unless otherwise specified, complete with standard joint accessories conforming to the latest revision of ANSI/AWWA C111/A21.11, except that the MJ bolts and nuts shall be the high-strength, low-alloy steel, and that gaskets shall not be lead-tipped.
 - c. Gland and bonnet bolting materials shall be 304 stainless steel, factory installed prior to testing.
 - d. Internal and external surfaces of the valve body and bonnet shall be epoxy coated, in accordance with the latest revision of AWWA C550.
- 2.08 12" valves and less shall be the resilient-seated type. In areas of less than 6' of cover, Engineer may require the butterfly type. Valves larger than 12" shall be butterfly, unless otherwise specified.
- 2.09 Unless otherwise specified, butterfly valves shall be of the mechanical joint body type, and have a pressure rating of not less than Class 150B. Valves shall open left (counter-clockwise).
- 2.10 Valve boxes shall be entirely of cast iron (Tyler Series, USA Made) in accordance with the

requirements of this section. Box lids shall be drop type, with 1-1/2 inch skirt, marked "WATER", sized to fit properly.

- 2.11 Valve boxes for use with gate valves and air release assemblies shall be three-piece, Tyler Series 6860, with base section as required for valve size.
- 2.12 Top sections and risers which are less than 10" in length shall not be allowed.
- 2.13 Temporary water shall be constructed entirely with NSF 61 approved materials.
- 2.14 12 mil, polyethylene wrap is required on this project.
- 2.15 Where joint restraint is required per the plans or specifications, Contractor shall install retainer glands ("Megalug®" by EBAA Iron, Inc., or equal), manufactured harnesses, and/or locking push joint gaskets, and where not feasible install "Cor-Ten®" tie rods (quantity per joint per manufacturer's load table) and appurtenances ("Star™" Joint Restraint System, or equal.) If additional excavating is yet to be done and/or backfilling is not completed or well compacted, or for his desire, Contractor should install additional restraint, and may use blocking or buttressing, if per Engineer's approval.
- 2.16 Permanent manual air relief assemblies shall be of 1" soft copper tube, with all fittings of brass, and water valve box and base of cast iron. Top end of copper tube shall be fitted with a brass garden hose thread fitting w/brass garden hose cap (See Exhibit C.) A saddle and 1" ball-style corporation stop (w/flared outlet), and a 90 degree swivel (quarter bend, i.e. FCTxFC/Ford L04-44S, or equal) is to be furnished, and all installed by Contractor. Bend should attach to corp to keep installation as deep as possible. Brass nipples and pipe are not allowed. (A union may be placed near the top of the discharge tube for temporary lowering to trim road gravel prior to paving.)
- 2.17 Mechanical joint valves shall be complete with standard joint accessories conforming to the latest revision of ANSI/AWWA C111/A21.11, except that the mechanical-joint bolts and nuts shall be the high-strength, low-alloy steel, and that gaskets shall not be lead-tipped. Bolting materials shall be coated with a non-sticky, non-brittle petroleum asphaltic coating by Contractor prior to installation, if not already coated by supplier with a similar corrosion-inhibiting material.
- 2.18 Water Main and Sampling Procedure, found in the appendix.

PART 3 – EXECUTION

3.01 Temporary Water System

- A. The Contractor shall design, furnish, install, disinfect, and maintain an external temporary water supply system capable of utilizing water from the public water distribution system to provide water to each property along the project. In cases where property is multi-occupancy, the Contractor shall design and coordinate with the property owners, a connection to provide water to all parties.
- B. The system shall be designed to provide properties safe water with minimum pressure of 35 psi and flow of 10 gpm, 24 hours a day, 7 days a week, with minimal disruptions and without the use of a pump. The system shall utilize a manifold with individual services to each property.
- C. The temporary manifold shall be live tapped to the existing water main for supply and utilize back flow prevention devices at or near the point of connection to the municipal distribution system. All temporary water shall be trenched and buried under the road when crossing streets and/or other areas as necessary to accommodate traffic.
- D. Layout and design of temporary water supply system shall be submitted for review at least one week prior to preconstruction meeting. All temporary water systems shall pass Sheboygan Water Utility Bacteriological Testing Procedure prior to being opened to the distribution system and put into service. The temporary water supply shall be actively feeding each property prior to water main or service work occurring fronting the property.

3.02 Excavations must be conducted in accordance with OSHA Standard CFR 1926.60.
General requirements include:

- A. A safe means of egress must be in all trench excavations that are 4 feet or more in depth.
- B. Daily inspections of trench, adjacent areas, and protective systems must be conducted by the Contractor's designated Competent Person, as defined in Preamble 29 CFR 1926.650-652.
- C. Contractor must provide safe trenches. Utility personnel will refuse to enter trenches not in conformance with OSHA standards.
- D. All trenches shall be backfilled completely, as soon as practical, and maintained to accommodate local traffic.
- E. Open excavations must be barricaded off and completely covered with $\frac{3}{4}$ " plywood if left unattended.
- F. Contractor to use an OSHA compliant shield or trench box when completing work. The Water Utility reserves the right to stop work due to unsafe working conditions.

3.03 General Construction

- A. Perform construction within existing R/Ws, and easements and/or construction licenses shown on the plan. Any construction activity (excavating, stockpiling, tree removal, etc.) on private property beyond the above-stated limits shall only be with Contractor's receiving prior approval from the corresponding jurisdiction or private property owner.
- B. Underground utilities and structures that might conflict with the location of proposed facilities and require adjustments to the design shall be exposed adequately and far enough in advance of construction, to allow Engineer reasonable time to check for conflicts and make the necessary adjustments, without additional compensation for delays.
- C. Provide adequate notice (a minimum of 3 working days or more) to utility owners of facilities such as poles and anchors that may need to be supported or relocated by them, prior to excavating, and accommodate such needs.
- D. Trees and bushes, located within the R/Ws and easements secured for the work shall be saved if possible unless being removed by City or otherwise specified, but if damaged, shall be trimmed if suitable to Engineer, otherwise removed, and if removed, need not be replaced. Cost of clearing and grubbing shall be incidental to the Contract.
- E. Granular backfill conforming to Section 8.43.4 of the Standard Specifications shall be used for backfill in all areas shown on the plans, and in areas where excavated material is deemed not suitable by Engineer.
- F. Wherever excavated material is deemed suitable by Engineer for use in place of required granular backfill, a credit of \$10.00 per cubic yard shall be taken by the Utility for each in place cubic yard of such material required, based on an average width of trench of pipe O.D. plus 36".
- G. Crushed road gravel conforming to Section 8.43.7 shall be used for the top 12" of backfill under and within 18" horizontally of existing pavements or proposed pavements, curbs, parking lots, driveways, and other areas when noted on the plans.
- H. All backfill, whether granular or excavated, shall be consolidated by **mechanical means**, in compacted lifts of 18" maximum; 12" for clay. Consolidate all backfill to minimum 95% maximum density as determined by ASTM D698, (Standard Proctor).
- I. Utility shall, at it's expense, contract with an independent firm to perform compaction tests and sieve analysis on granular backfill. Four compaction tests shall be taken within the *first* 400 feet of water main trench, and then two for each *additional* 400 feet of trench or fraction thereof, at locations determined by the Engineer. One sieve analysis shall be performed for every 1000 feet or fraction thereof. All costs to accommodate testing shall be incidental to the respective work. All tests shall be at depths between 2' and 4' below finished grade, with Contractor to re-

excavate and properly backfill and compact each test site. All costs to accommodate testing shall be incidental to the respective work.

- J. Unless otherwise noted on the plans, at reducers, the transition in payment for lineal foot of water main and/or hydrant leads shall be made at the center line of reducer, with half of the laying length paid at the larger diameter and the other half paid at the smaller diameter, when such bid items exist.
 - K. Contractor shall use care when handling and backfilling hydrants so as not to damage the paint, especially when backfilling with stone. Hydrants shall also be kept clean, and accessible once they are put into service. Utility will provide a yellow "Hydrant Out of Service Marker" for each hydrant, unless bagged, until the hydrant is put into service.
 - L. Contractor shall salvage all mechanical joint valves and fittings, hydrants and valve boxes in immediate area of tie-in to existing mains, or as otherwise noted on the plans; including sections of ductile iron pipe and iron valve boxes and covers, if in reasonably good shape, for pick up by Utility. Any pipe, if being abandoned, shall be left in place and the ends bulk-headed. Any such materials removed in the course of the work, but not being salvaged by Utility, are to be properly disposed of, off site, by Contractor. Costs of removal and abandonment shall be incidental to water main construction.
 - M. Insulating boards (extruded polystyrene) shall be used in lieu of insulating concrete unless specifically approved in writing by Engineer. They shall be placed in minimum dimensions of 2' wide x 4' long x 1" thick, with no gaps between adjacent sheets. They shall be centered over and to a width extending at least 12" beyond each side of pipe. See also File No. 48. Thickness shall be as specified by Engineer. Generally it shall be figured as at least 2" thick for every foot or fraction of a foot that the existing (or future, if lower) cover from finished grade is less than 6' (5.5' for 8" thru 16" and 5' for water lines greater than 16" in diameter). In extreme cases, typically where the cover will be less than 4.5', the sides of the water line shall also be insulated (typically 2" thick), from the flat insulation down to a point even with the bottom of the water line. Insulation is required above and on the near side of water mains and services whenever the water line is within close proximity of a catch basin, manhole, culvert, large storm sewer or other object of susceptibility for freezing, and as otherwise shown on the plans. Care shall be taken to avoid scratching the water pipe with the backhoe bucket. If scratched, it shall be repaired per 4.4.4. These requirements shall also be applied to existing water main when and where Contractor is explicitly required to insulate.
- 3.03 Incidental Work: Work specified in this subparagraph is incidental work. The following items include cost in unit price bid items identified, but not limited to this or other sections.
- A. Excavation:
 - a. Include cost of sawing and breaking pavement in unit prices bid for water main.

- b. Include cost of excavation of soils for installation of water main and associated appurtenances in unit prices bid for water main.
 - c. Include cost of sheeting, shoring and bracing materials, including installation and removal in unit prices bid for water main.
- B. Include cost of dewatering excavation in unit prices bid for water main.
- C. Include costs for disposal of material in unit prices bid for water main.
- D. Include costs for pipe bedding, pipe cover, trench backfill, and road bedding in unit prices bid for water main.
- E. Include costs of insulation for water main and appurtenances, as indicated in plans and as directed by engineer, in unit prices bid for water main.
- F. Include costs of all materials, testing and all work associated with installation of tracer wire in unit prices bid for water main.
- G. Include all associated costs for installing and maintaining the trench and trench surface until the dates determined elsewhere in the contract in unit prices bid for water main.
- H. Pavement, sidewalk, driveways and curb and gutter:
- a. Include cost of replacing any damaged or removed concrete pavement, sidewalk, driveways, curb and gutter in the respective unit prices bid for water main.
- I. Thrust blocking and restraining water main:
- a. Include all associated costs of thrust blocking and water main restraint in unit prices bid for water main.
- J. Polyethylene wrap:
- a. Include costs of 12 mil polyethylene wrap for all ductile iron pipe, fittings, valve boxes, hydrants, services and other ductile iron and cast iron appurtenances in unit prices bid for water main.
- K. Tracer Wire:
- a. Include costs of all materials, testing and all work associated with installation of tracer wire in unit prices bid for water main.
- L. Erosion and Sediment Control:

- a. Include costs of erosion and sediment control in unit prices bid for water main.
- b. Include costs of dust control and sweeping roadway in unit prices bid for water main.

M. Tree Clearing and Grubbing:

- a. Include cost for clearing or grubbing in unit prices bid for water main.
- b. Replacement trees or shrubs and new trees and shrubs shall be included in unit prices bid for water main.

N. Traffic Control:

- a. Include all associated costs to design, implement and maintain traffic control items in lump sum price bid for traffic control.

O. Utility and Lateral Crossings:

- a. Include cost of utility company to relocate or reinforce poles, ties or anchors, and expose existing utilities in unit prices bid for water main and services.
- b. Include cost of locating and excavating, as needed, existing utilities to confirm their location and elevation in order to plan for avoiding interferences in unit prices bid for water main construction. Laterals damaged due to construction activities shall be restored and repaired at the cost of the contractor.
- c. Design of pipe support and supporting existing sewers, water main and all other utilities and laterals shall be included in unit prices bid for water main.

P. Removal and abandonment of existing water main, hydrants and associated appurtenances shall be included in the unit prices of water main.

Q. Trench Maintenance:

- a. Include all associated costs for installing and maintaining the trench and trench surface until the dates determined elsewhere in the contract in unit prices bid for water main.

R. Copper Service Reconnect:

- a. Include all associated costs to furnish, install and reconnect existing copper service, where plans indicate, in unit prices bid for copper service reconnect. Include all associated material, labor and equipment for excavation, backfill and pavement restoration required for service reconnect in unit prices bid for copper service reconnect.

S. Temporary External Water Supply System:

- a. Include all associated costs to design, furnish, install, disinfect and maintain external water supply system in unit prices bid for Temporary External Water Supply System.
 - b. Include all costs to provide a standby contact, available 24 hours a day for emergency situations in unit prices bid for Temporary External Water Supply System.
- 3.04 Bid price for “reconnect existing copper water service” shall be the price paid for each existing copper service (of a particular size) that is being reconnected from the main being abandoned to the new main being installed, when such bid item exists.
- 3.05 Tracer wire shall be installed continuously, along the entire length of all non-metallic pipelines) being installed, with surface termination points installed near each end of the tracer wire, and at intermediate points, as required in the Standard Specs. Tape at intervals less than 10’ or continuously, if necessary, to maintain its position on top of the pipe. Final testing of the tracer wire will be performed by the Utility; discontinuities shall be repaired by the Contractor.
- 3.06 Water Main Construction
- A. Additional crushed stone required for trench stabilization beneath the first 3” will be paid for according to the bid item for 1-1/2” foundation stone. Bid price shall include cost of furnishing and placing material, as well as costs of additional excavation, sheathing, shoring, dewatering, and disposal of excess material attributable to this item. In order to receive compensation for this item, authorization shall be received from Engineer whenever and wherever bottom is unsuitable for pipe support. Payment shall be based on compacted volume computed by multiplying actual depth not to exceed the amount authorized, commencing 3” below bedding material, by average width not to exceed O.D. of pipe plus 24”, by length equal to length of trench stabilized, as witnessed by Engineer.
 - B. Bedding and cover material shall be sand conforming to Sec. 8.43.2(c), as shown on File #36 in the Standard Specifications, except that cover material shall extend to 12” over pipe.
 - C. Wherever excavated material is deemed suitable by Engineer for bedding and cover material, a credit of \$10.00 per cubic yard shall be taken by the Utility for each in place cubic yard of cover and bedding material required, based on an average width of trench of pipe O.D. plus 24”.
 - D. Valves, hydrants, and special fittings may be supported in vertical positions on solid concrete block or concrete support. If wood blocking and shims are used, they shall be of good quality hardwood. Loose and soft ground shall be removed and replaced with stone and blocking of size sufficient to provide stable and unsettling support.
 - E. Solid concrete block and/or hardwood buttressing of equivalent dimensions shall be substituted for concrete behind hydrants and beyond tees, crosses and dead-ends which may be extended in the future, provided they can be placed against firm, undisturbed trench walls,

and perpendicular to direction of thrust. If adequate support against firm, undisturbed earth cannot be obtained for buttressing, submit thrust restraint design to Engineer for approval.

- F. All unwrapped joint restraint rod & clamps shall be *thoroughly* coated for corrosion protection with an approved bituminous protective coating, per Section 4.9.3.

3.07 Polywrapping

- A. All installed iron piping shall be wrapped; including valves, valve boxes, fittings and hydrant. Polywrapping shall be incidental to the cost of water main construction. Polywrapping of service connections shall be incidental to the price bid for that work. Repairs to damaged polyethylene must be made by covering defect with polyethylene and/or approved tape; duct tape alone is not allowed. Any damage to the coating on existing iron water lines remaining in service must be repaired with an approved bituminous protective coating.

3.08 Air Relief Assemblies

- A. For manual air relief assemblies the standard cast iron box must be blocked so that it does not rest directly on water main or copper tube. A curb stop and box, per specs, shall be installed in the water valve box. The stop box lid shall be replaced with a snug fitting plastic cap instead. A (90 degree) swivel quarter bend (i.e. FCTxFC/Ford L04-44S or equal) shall be installed at outlet of the 1" ball-style curb stop (i.e. flared outlet Ford B22-444M, B22-444SWM, or equal) so to eliminate a sweeping loop in the copper tube. Bend should attach to stop to keep within valve base. A "stop & waste" style curb stop is preferred. In lieu of a "stop & waste" style, a small weep hole shall be drilled at the base of the riser. Existing and proposed depth of cover at curb stop valve shall be at least 5'-6". If necessary, set the assembly alongside the main, and insulate (per section 4.17.2) the portion between corp and curb stop which has less than 5'-6" of existing and/or proposed cover. Cost of insulation shall be incidental to air relief assembly.

3.09 Hydrostatic Testing

- A. A combined pressure and leak test typically will be allowed. It shall be performed by Contractor and witnessed by Utility, during normal working hours, with no charge to Contractor for successful tests (if any fail, they will be charged at regular rates) for such witnessing.
- B. Though a test section may include more than one segment, any and all intermediate valves shall be at least momentarily checked to see that they hold system pressure, including hydrant lead valves. When practical, they shall be checked for 100% shutoff in each direction.

- C. The pressure & leak test gauge shall be at least 2.5" diameter with a range of no more than 200 psi or 4" diameter with a range of no more than 300 psi. The gauge shall read in increments not to exceed 5 psi in the testing range.
- D. The duration of the "final" pressure test shall be two hours. The duration of the "final" leakage test, if needed, shall be two hours.

3.10 Bacteriological Testing

- A. The Contractor shall provide a hydrant nozzle valve for each hydrant to facilitate flushing, if desired. Temporary sample cocks and fittings, when necessary, shall be furnished, installed and removed by Contractor, and main plugged, in presence of Engineer, with watertight cc threaded brass plugs, or suitable plug on outlet of corp when attached to a saddle, at completion of sampling. (For an example of a flushing & sampling assembly, see Detail on Plan.)
- B. All work associated with flushing and sampling must be performed in accordance with "Water Main Testing & Sampling Procedures," found within the appendix.
- C. Contractor shall provide chlorinating materials and equipment. Permatex No. 1 is not allowed. Tablets, if used, shall be attached with **USDA approved food grade adhesives**, such as Permatex Form-a-gasket No. 2 and Permatex Clear RTV Silicone Adhesive Sealant.
- D. When flushing mains, **highly chlorinated water shall be thoroughly de-chlorinated**, by approved methods. New mains shall be flushed, when possible, at a min. velocity of 2.5 ft./sec., prior to sampling and being put into service.

WATER SERVICE CONNECTIONS

PART 1 – GENERAL

1.01 SUMMARY

- A. This Section identifies specifications on excavation, and water service installation.
- B. Water service connections shall comply with chapters and sections of the referenced documents in Part 2 of this section.
- C. Water service connections shall be installed using parts identified in this section.
- D. Payment of this section should be covered by line items referenced in section 00 41 43.
- E. The saddles, taps, and corporation stops shall be provided by Contractor.

PART 2 – PRODUCTS

- 2.01 Standard Specifications for Sewer and Water Construction in Wisconsin - 6th Edition dated December 22, 2003 with Addendum No. 1 dated December 22, 2004 and Addendum No. 2 dated April 22, 2008
- 2.02 Minneapolis pattern curb stop boxes shall be used for all installations, with a minimum inside diameter of 1.25". (Shut off rods are not to be furnished.) Length shall be such that there is at least 4" of telescopic adjustment in either direction. (NOTE: When using standard 7' boxes, the service will have to be about 6 ½' deep to allow adjustment both up and down.) Boxes shall be of iron and/or steel composition, the upper section of steel. Lids shall be included, with standard 1-1/4" pentagon brass plug, and be of cast iron with the marking "water". Pre-approved service boxes are
 - A. A.Y. McDonald #5614 w/1514L lid, Ford #EM2, or Mueller equal; with appropriately sized base to fit the curb stop valve thread.
- 2.03 Curb stops that are cast into sidewalks shall be Neenah R-7506C style boxes, with a cover marking "water".
- 2.04 Inlet, ball & outlet sizes of corps are to be of the same size, and no smaller than the service size required. Outlets shall be "straight" for service connections. Outlets may be copper flared. Compression joints shall provide high pull-out resistance. Corporations (and saddles where used) shall provide electrical continuity from tube to main. Ball

style corps are required; plug style are not allowed.

- 2.05 Saddles shall be appropriately sized to fit the pipe. Saddles with iron bodies in particular must have a close range for use on PVC. Outlets shall be AWWA thread.
- 2.06 Pre-approved models of 1" curb stops (compression inlet-C.T.S. x compression outlet-C.T.S.) are:
 - A. A.Y. McDonald #6104Q or #6104-22,
 - B. Ford #B44-444M-Q, and
 - C. Mueller #H-15155 and #B-25155.
- 2.07 Water service installation, repair or replacement piping shall be either type "K" soft copper, PVC, PE or ductile iron, class 52 min.

PART 3 – EXECUTION

- 3.01 Materials Identification
 - A. Contractor is responsible for line tracing the water services prior to construction or road sawing. Water services are private infrastructure, and the Water Utility cannot guarantee the exact locations. Any concrete that needs to be replaced due to incorrect line tracing is incidental to the bid for water service replacement, water main to curbstop.
 - B. Contractor is responsible for identifying service materials prior to any concrete disruption in the street or the property. Existing copper or plastic services should not be replaced as part of this project.
- 3.02 Excavations must be conducted in accordance with OSHA Standard CFR 1926.60.
General requirements include:
 - A. A safe means of egress must be in all trench excavations that are 4 feet or more in depth.
 - B. Daily inspections of trench, adjacent areas, and protective systems must be conducted by the Contractor's designated Competent Person, as defined in Preamble 29 CFR 1926.650-652.
 - C. Contractor must provide safe trenches. Utility personnel will refuse to enter trenches not in conformance with OSHA standards.
 - D. All trenches shall be backfilled completely, as soon as practical, and maintained to accommodate local traffic.

- E. Open excavations must be barricaded off and completely covered with $\frac{3}{4}$ " plywood if left unattended.
- F. Contractor to use an OSHA compliant shield or trench box when completing work. The Water Utility reserves the right to stop work due to unsafe working conditions.

3.02 Incidental Work: Work specified in this subparagraph is incidental work. The following items include cost in unit price bid items identified, but not limited to this or other sections.

A. Excavation:

- a. Include cost of sawing and breaking pavement in unit prices bid for water services.
- b. Include cost of excavation of soils for installation of water services and associated appurtenances in unit prices bid for water services.
- c. Include cost of sheeting, shoring and bracing materials, including installation and removal in unit prices bid for water services.

B. Include cost of dewatering excavation in unit prices bid for water services.

C. Include costs for disposal of material in unit prices bid for water services.

D. Include costs for pipe bedding, pipe cover, trench backfill, and road bedding in unit prices bid for water services.

E. Include costs of insulation for water main and appurtenances, as indicated in plans and as directed by engineer, in unit prices bid for water services.

F. Include costs of all materials, testing and all work associated with installation of tracer wire in unit prices bid for water services.

G. Removal and abandonment of existing water services associated appurtenances shall be included in the unit prices of water services.

H. Include all associated costs for installing and maintaining the trench and trench surface until the dates determined elsewhere in the contract in unit prices bid for water services.

I. New Water Service Connections:

- a. Include all associated costs to furnish and install materials required to connect 1" copper or plastic services as contract documents indicate, in unit prices bid for water services.
- b. Include costs to locate existing service material prior to connection in unit

prices for water service connections.

- 3.03 Tracer wire shall be installed continuously, along the entire length of all non-metallic pipelines) being installed, with surface termination points installed near each end of the tracer wire, and at intermediate points, as required in the Standard Specs. Tape at intervals less than 10' or continuously, if necessary, to maintain its position on top of the pipe.
- 3.04 Water services and curb stop boxes shall be placed where and at the elevation designated by the Water Utility and/or the City DPW or Plumbing Inspector, and all materials furnished and installed in accordance with the City of Sheboygan plumbing code.
- 3.05 All ends on copper tubing shall be reamed to remove any burrs. All service work shall be inspected for proper use of materials and workmanship, adequate depth and location, visually for leaks, measured and recorded, all by the Utility's and/or City's inspector, prior to backfilling.
- 3.06 Any water service damaged by the Contractor shall be properly repaired at the Contractor's expense. This work shall meet all State and local plumbing codes.
- 3.07 Contractor should relocate curbstop boxes that fall within driveways, curbing, sidewalks or other concrete structures.
- 3.08 Residential Meter Settings- The following specifications provide consistent standards for water meter settings in the City of Sheboygan. Based on information obtained from American Water Works Association (AWWA) standards, Badger Meter Inc., and Master Meter Inc., these specifications help to ensure the meter's accuracy and the safety of workers who must maintain meters.
 - A. **Horns:** Meter horns are required on all residential installations, including single and multiple dwelling units. Horns must not have built-in backflow prevention. Meter horns are not required on existing installations unless the entire meter setting must be rebuilt. Meter horns have a 7 1/2" inch laying length.
 - B. **Valves:** All meter settings must have two valves (inlet and outlet). Existing installations with only a functional inlet valve are acceptable. If an existing setting has two valves in need of replacement, then the setting will need to be rebuilt, including the addition of a horn. Outlet valves shall not be installed closer than 12" from the meter horn flanges. Multiple dwelling and commercial settings must have a lockable in-valve, minimum 3/4", plumbed directly to the horn. Valves with removable handles are not acceptable.
 - C. **Support:** All meter horns shall be full pipe clamped to the wall or floor within 6" inches of the inlet and outlet of the horn. All support hardware must be compatible material to reduce the potential

for galvanic action with the piping. Support hardware cannot distort, cut, or abrade the piping and must be sufficiently rigid to support the piping and its contents. Radiator clamps and pipe rests are not acceptable means of support.

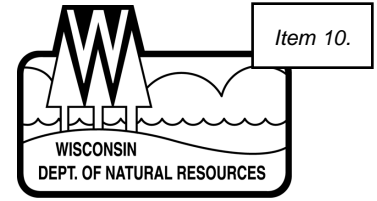
- D. **Clearance:** All meter settings shall maintain 18" of unobstructed space from the floor to center pipe of the meter. The center pipe of the meter shall be no higher than 48" from the floor. A minimum of 12" of unobstructed space must be maintained above the meter lens.
- E. If multiple meters are stacked, 24" of unobstructed space shall be maintained between the bottom meter, center of pipe and the top meter, center of pipe. If multiple meters are parallel or in a row, 6" of space must be maintained between each meter horn. 36" of unobstructed space must be maintained in front of the meter setting.
- F. Meter settings that currently comply with Sheboygan Water Utility specifications need not be replaced.

3.09 Grounding

- A. Contractor to verify the need for grounding before performing that work on a property. Grounding to be completed at the time of water service replacement as to minimize inconvenience to the customers, and to ensure that the property is always properly grounded during construction.

3.10 Restoration of water to the properties is required after the service replacement has occurred. Water restoration includes scheduling access to the property and scheduling a meter installation with the Water Utility at least 24 hours in advance. The curbstop should be turned on and flushing of the service should be completed by the contractor prior to meter installation.

SECTION	TITLE	PAGES
99 00 01	Appendix Table of Contents	99 00 01-1
99 00 01.1	DNR – Construction Site Storm Water Runoff Permit	3 Pages
99 00 01.2	ECS Midwest, LLC Boring Logs	13 Pages
99 00 01.3	DNR – 2201 Indiana Avenue (7/23/2002)	14 Pages
99 00 01.4	DNR – 2117 Indiana Avenue (12/8/2005)	37 Pages
99 00 01.5	DNR – 2117 Indiana Avenue (9/12/2014)	26 Pages
99 00 01.6	Water Main Testing and Sampling Procedures	2 Pages
99 00 01.7	Property Owner Agreement	1 Page



January 19, 2023

Scott Isaacs
City of Sheboygan
2026 New Jersey Avenue
Sheboygan WI 53081
Via email: scott.isaacs@sheboyganwi.gov

SUBJECT: Coverage Under WPDES General Permit No. WI-S067831-06: Construction Site Storm Water Runoff
Permittee Name: City of Sheboygan
Site Name: Indiana Avenue Reconstruction (S 24th St - S 17th St)
FIN: 86148

Dear Permittee:

The Wisconsin Department of Natural Resources received your Water Resources Application for Project Permits or Notice of Intent, on January 09, 2023, for the Indiana Avenue Reconstruction (S 24th St - S 17th St) site and has evaluated the information provided regarding storm water discharges from your construction site. We have determined that your construction site activities will be regulated under ch. 283, Wis. Stats., ch. NR 216, Wis. Adm. Code, and in accordance with Wisconsin Pollutant Discharge Elimination System (WPDES) General Permit No. WI-S067831-06, Construction Site Storm Water Runoff. All erosion control and storm water management activities undertaken at the site must be done in accordance with the terms and conditions of the general permit.

The **Start Date** of permit coverage for this site is January 19, 2023. The maximum period of permit coverage for this site is limited to 3 years from the **Start Date**. Therefore, permit coverage automatically expires and terminates 3 years from the Start Date and storm water discharges are no longer authorized unless another Notice of Intent and application fee to retain coverage under this permit or a reissued version of this permit is submitted to the Department 14 working days prior to expiration.

A copy of the general permit along with extensive storm water information including technical standards, forms, guidance and other documents is accessible on the Department's storm water program Internet site. To obtain a copy of the general permit, please download it and the associated documents listed below from the following Department Internet site:

<http://dnr.wi.gov/topic/stormwater/construction/forms.html>

- Construction Site Storm Water Runoff WPDES general permit No. WI-S067831-06
- Construction site inspection report form
- Notice of Termination form

If, for any reason, you are unable to access these documents over the Internet, please contact me and I will send them to you.

To ensure compliance with the general permit, please read it carefully and be sure you understand its contents. Please take special note of the following requirements (This is not a complete list of the terms and conditions of the general permit.):

1. The Construction Site Erosion Control Plan and Storm Water Management Plan that you completed prior to submitting your permit application must be implemented and maintained throughout construction. Failure to do so may result in enforcement action by the Department.

2. The general permit requires that erosion and sediment controls be routinely inspected at least every 7 days, and within 24 hours after a rainfall event of 0.5 inches or greater. Weekly written reports of all inspections must be maintained. The reports must contain the following information:

- a. Date, time, and exact place of inspection;
- b. Name(s) of individual(s) performing inspection;
- c. An assessment of the condition of erosion and sediment controls;
- d. A description of any erosion and sediment control implementation and maintenance performed;
- e. A description of the site's present phase of construction.

3. A **Certificate of Permit Coverage** must be posted in a conspicuous place on the construction site. The Certificate of Permit Coverage (WDNR Publication # WT-813) is enclosed for your use.

4. When construction activities have ceased and the site has undergone final stabilization, a Notice of Termination (NOT) of coverage under the general permit must be submitted to the Department.

It is important that you read and understand the terms and conditions of the general permit because they have the force of law and apply to you. Your project may lose its permit coverage if you do not comply with its terms and conditions. The Department may also withdraw your project from coverage under the general permit and require that you obtain an individual WPDES permit instead, based on the Department's own motion, upon the filing of a written petition by any person, or upon your request.

If you believe that you have a right to challenge this decision to grant permit coverage, you should know that the Wisconsin statutes and administrative rules establish time periods within which requests to review Department decisions must be filed. For judicial review of a decision pursuant to ss. 227.52 and 227.53, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to file your petition with the appropriate circuit court and serve the petition on the Department. Such a petition for judicial review must name the Department of Natural Resources as the respondent.

To request a contested case hearing pursuant to s. 227.42, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to serve a petition for hearing on the Secretary of the Department of Natural Resources. All requests for contested case hearings must be made in accordance with s. NR 2.05(5), Wis. Adm. Code, and served on the Secretary in accordance with s. NR 2.03, Wis. Adm. Code. The filing of a request for a contested case hearing is not a prerequisite for judicial review and does not extend the 30-day period for filing a petition for judicial review.

Thank you for your cooperation with the Construction Site Storm Water Discharge Permit Program. If you have any questions concerning the contents of this letter or the general permit, please contact Peter Wood, P.E. at (262) 822-8227.

Sincerely,



Peter Wood, P.E.
Southeast Region
Water Resources Engineer

ENCLOSURE: Certificate of Permit Coverage



CERTIFICATE OF PERMIT COVERAGE

**UNDER THE
WPDES CONSTRUCTION SITE STORM WATER RUNOFF PERMIT
Permit No. WI-S067831-06**

Under s. NR 216.455(2), Wis. Adm. Code, landowners of construction sites with storm water discharges regulated by the Wisconsin Department of Natural Resources (WDNR) Storm Water Permit Program are required to post this certificate in a conspicuous place at the construction site. This certifies that the site has been granted WDNR storm water permit coverage. The landowner must implement and maintain erosion control practices to limit sediment-contaminated runoff to waters of the state in accordance with the permit.


EROSION CONTROL COMPLAINTS
should be reported to the WDNR Tip Line at
1-800-TIP-WDNR (1-800-847-9367)

Please provide the following information to the Tip Line:

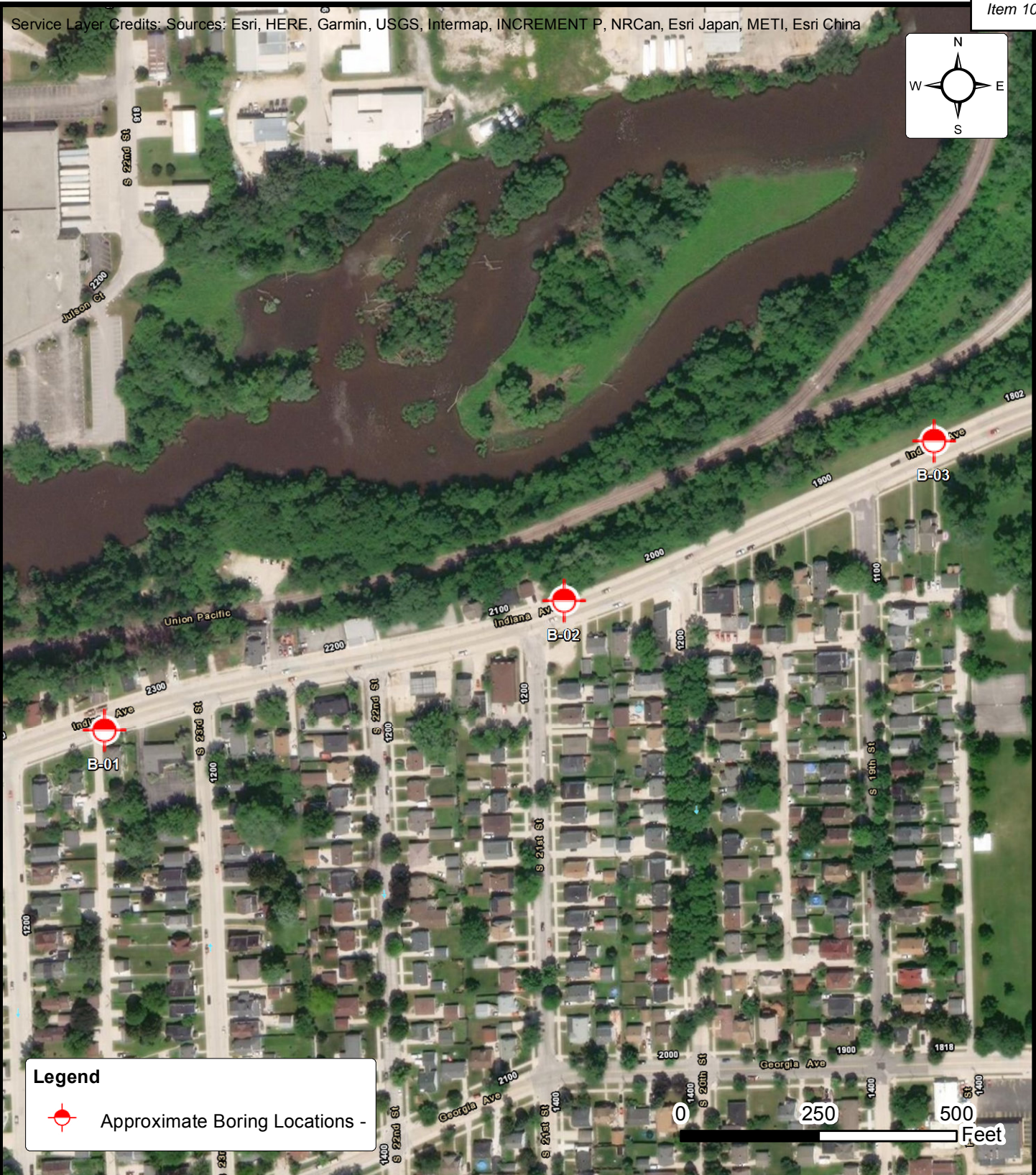
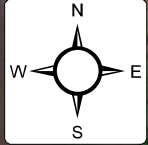
WDNR Site No. (FIN): 86148
Site Name: Indiana Avenue Reconstruction (S 24th St - S 17th St)
Address/Location: Indiana Avenue (S 24th St- S 17th St) City of SHEBOYGAN

Additional Information:

Landowner: City of Sheboygan
Landowner's Contact Person: Scott Isaacs
Contact Telephone Number: (920) 459-3368
Permit Start Date: January 19, 2023

By:  _____

Service Layer Credits: Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China



Legend

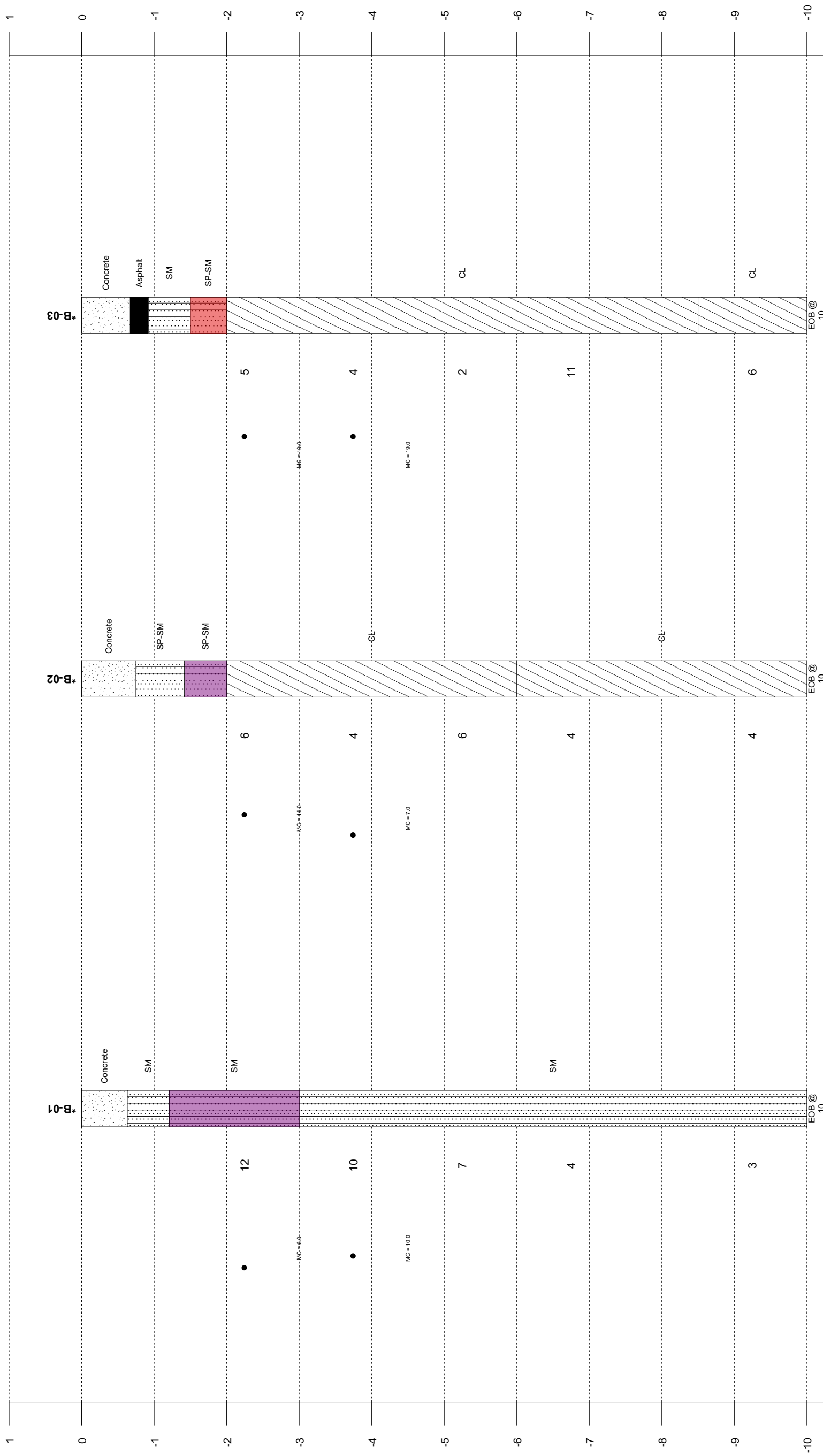


Approximate Boring Locations -



**BORING LOCATION
DIAGRAM INDIANA AVENUE
S. 24TH STREET TO MOOSE PARK,
CITY OF SHEBOYGAN, WISCONSIN**

ENGINEER JS
SCALE AS NOTED
PROJECT NO. 59:3353
FIGURE 1 OF 1
DATE 1/25/2023



Legend Key

- Concrete
- SILTY SAND
- Asphalt
- SAND with SILT
- Lean CLAY

-11.00

Plastic Limit	Water Content	Liquid Limit	
X	●	△	
[FINES CONTENT%]			
	BOTTOM OF CASING		
	LOSS OF CIRCULATION		

Notes:
 1- EOB: END OF BORING AR: AUGER REFUSAL SR: SAMPLER REFUSAL.
 2- THE NUMBER BELOW THE STRIPS IS THE DISTANCE ALONG THE BASELINE.
 3- SEE INDIVIDUAL BORING LOG AND GEOTECHNICAL INFORMATION.
 4- STANDARD PENETRATION TEST RESISTANCE (LEFT OF BORING) IN BLOWS PER FOOT (ASTM D1586).

	Fill	934.4
	Possible Fill	1650.45
	Probable Fill	1791.03
	Rock	

GENERALIZED SUBSURFACE SOIL PROFILE Cross Section A-A'

Indiana Avenue Reconstruction
 City of Sheboygan
 Indiana Avenue, Sheboygan, Wisconsin, 53081

Project No: 59.3353 Date: 01/24/2023

APPENDIX B – Field Operations

Subsurface Exploration Procedure: Standard Penetration Testing (SPT)
Reference Notes for Boring Logs
AASHTO Soil Classification System
Boring Log B-01 to B-03



SUBSURFACE EXPLORATION PROCEDURE: STANDARD PENETRATION TESTING (SPT) ASTM D 1586 Split-Barrel Sampling

Standard Penetration Testing, or **SPT**, is the most frequently used subsurface exploration test performed worldwide. This test provides samples for identification purposes, as well as a measure of penetration resistance, or N-value. The N-Value, or blow counts, when corrected and correlated, can approximate engineering properties of soils used for geotechnical design and engineering purposes.

SPT Procedure:

- Involves driving a hollow tube (split-spoon) into the ground by dropping a 140-lb hammer a height of 30-inches at desired depth
- Recording the number of hammer blows required to drive split-spoon a distance of 12 inches (in 3 or 4 Increments of 6 inches each)
- Auger is advanced* and an additional SPT is performed
- One SPT test is typically performed for every two to five feet
- Obtain 1 3/8-inch diameter soil sample



**Drilling Methods May Vary*— The predominant drilling methods used for SPT are open hole fluid rotary drilling and hollow-stem auger drilling.

MATERIAL ^{1,2}	
	ASPHALT
	CONCRETE
	GRAVEL
	TOPSOIL
	VOID
	BRICK
	AGGREGATE BASE COURSE
	GW WELL-GRADED GRAVEL gravel-sand mixtures, little or no fines
	GP POORLY-GRADED GRAVEL gravel-sand mixtures, little or no fines
	GM SILTY GRAVEL gravel-sand-silt mixtures
	GC CLAYEY GRAVEL gravel-sand-clay mixtures
	SW WELL-GRADED SAND gravelly sand, little or no fines
	SP POORLY-GRADED SAND gravelly sand, little or no fines
	SM SILTY SAND sand-silt mixtures
	SC CLAYEY SAND sand-clay mixtures
	ML SILT non-plastic to medium plasticity
	MH ELASTIC SILT high plasticity
	CL LEAN CLAY low to medium plasticity
	CH FAT CLAY high plasticity
	OL ORGANIC SILT or CLAY non-plastic to low plasticity
	OH ORGANIC SILT or CLAY high plasticity
	PT PEAT highly organic soils

DRILLING SAMPLING SYMBOLS & ABBREVIATIONS			
SS	Split Spoon Sampler	PM	Pressuremeter Test
ST	Shelby Tube Sampler	RD	Rock Bit Drilling
WS	Wash Sample	RC	Rock Core, NX, BX, AX
BS	Bulk Sample of Cuttings	REC	Rock Sample Recovery %
PA	Power Auger (no sample)	RQD	Rock Quality Designation %
HSA	Hollow Stem Auger		

PARTICLE SIZE IDENTIFICATION		
DESIGNATION	PARTICLE SIZES	
Boulders	12 inches (300 mm) or larger	
Cobbles	3 inches to 12 inches (75 mm to 300 mm)	
Gravel:	Coarse	¾ inch to 3 inches (19 mm to 75 mm)
	Fine	4.75 mm to 19 mm (No. 4 sieve to ¾ inch)
Sand:	Coarse	2.00 mm to 4.75 mm (No. 10 to No. 4 sieve)
	Medium	0.425 mm to 2.00 mm (No. 40 to No. 10 sieve)
	Fine	0.074 mm to 0.425 mm (No. 200 to No. 40 sieve)
Silt & Clay ("Fines")	<0.074 mm (smaller than a No. 200 sieve)	

COHESIVE SILTS & CLAYS		
UNCONFINED COMPRESSIVE STRENGTH, QP ⁴	SPT ⁵ (BPF)	CONSISTENCY ⁷ (COHESIVE)
<0.25	<2	Very Soft
0.25 - <0.50	2 - 4	Soft
0.50 - <1.00	5 - 8	Firm
1.00 - <2.00	9 - 15	Stiff
2.00 - <4.00	16 - 30	Very Stiff
4.00 - 8.00	31 - 50	Hard
>8.00	>50	Very Hard

RELATIVE AMOUNT ⁷	COARSE GRAINED (%) ⁸	FINE GRAINED (%) ⁸
Trace	≤5	≤5
With	10 - 20	10 - 25
Adjective (ex: "Silty")	25 - 45	30 - 45

GRAVELS, SANDS & NON-COHESIVE SILTS	
SPT ⁵	DENSITY
<5	Very Loose
5 - 10	Loose
11 - 30	Medium Dense
31 - 50	Dense
>50	Very Dense

WATER LEVELS ⁶	
	WL (First Encountered)
	WL (Completion)
	WL (Seasonal High Water)
	WL (Stabilized)

FILL AND ROCK			
	FILL		POSSIBLE FILL
	PROBABLE FILL		ROCK

¹Classifications and symbols per ASTM D 2488-17 (Visual-Manual Procedure) unless noted otherwise.

²To be consistent with general practice, "POORLY GRADED" has been removed from GP, GP-GM, GP-GC, SP, SP-SM, SP-SC soil types on the boring logs.

³Non-ASTM designations are included in soil descriptions and symbols along with ASTM symbol [Ex: (SM-FILL)].

⁴Typically estimated via pocket penetrometer or Torvane shear test and expressed in tons per square foot (tsf).

⁵Standard Penetration Test (SPT) refers to the number of hammer blows (blow count) of a 140 lb. hammer falling 30 inches on a 2 inch OD split spoon sampler required to drive the sampler 12 inches (ASTM D 1586). "N-value" is another term for "blow count" and is expressed in blows per foot (bpf). SPT correlations per 7.4.2 Method B and need to be corrected if using an auto hammer.

⁶The water levels are those levels actually measured in the borehole at the times indicated by the symbol. The measurements are relatively reliable when augering, without adding fluids, in granular soils. In clay and cohesive silts, the determination of water levels may require several days for the water level to stabilize. In such cases, additional methods of measurement are generally employed.

⁷Minor deviation from ASTM D 2488-17 Note 14.

⁸Percentages are estimated to the nearest 5% per ASTM D 2488-17.



**AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION
OFFICIALS (AASHTO)
SOIL CLASSIFICATION SYSTEM – AASHTO M145**

The AASHTO system of soil classification is based upon the observed field performance of subgrade soils under highway pavements and is widely used by highway engineers. According to this system, soils having approximately the same general load-carrying abilities are grouped together to form seven basic groups which are designated as A-1, A-2, A-3, A-4, A-5, A-6, and A-7. In general, A-1 soils would be the best soils for a highway subgrade support and then each succeeding group being progressively poorer with A-7 soils having the poorest subgrade support. The one exception is the A-3 group which has better drainage characteristics and provides better subgrade support than the A-2 group. The classification system is shown in the table below:

AASHTO Soil Classification System

General Classification	Granular Materials (35% or less passing #200 Sieve)							Silt-Clay Materials (More than 35% passing #200 sieve)			
	A-1		A-3	A-2				A-4	A-5	A-6	A-7
Group Classification	A-1-a	A-1-b		A-2-4	A-2-5	A-2-6	A-2-7				A-7-5 A-7-6
Sieve Analysis, Percent Passing											
#10	50 max	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----
#40	30 max	50 max	51 max	-----	-----	-----	-----	-----	-----	-----	-----
#200	15 max	25 max	10 max	35 max	35 max	35 max	35 max	36 min	36 min	36 min	36 min
Characteristics of Fraction Passing #40											
Liquid Limit	-----	-----	40 max	41 min	40 max	41 min	40 max	41 min	40 max	41 min	41 min
Plasticity Index	6 max	N.P.	10 max	10 max	11 min	11 min	10 max	10 max	11 min	11 min ^{[1][2]}	
Usual Types of Significant Constituent Materials	Stone Fragments Gravel and Sand		Fine Sand	Silty or Clayey Gravel and Sand				Silty Soils		Clayey Soils	
General Rating as Subgrade	Excellent to Good							Fair to Poor			

Notes: [1] – Plasticity Index of A-7-5 subgroup is equal to or less than Liquid Limit minus 30.

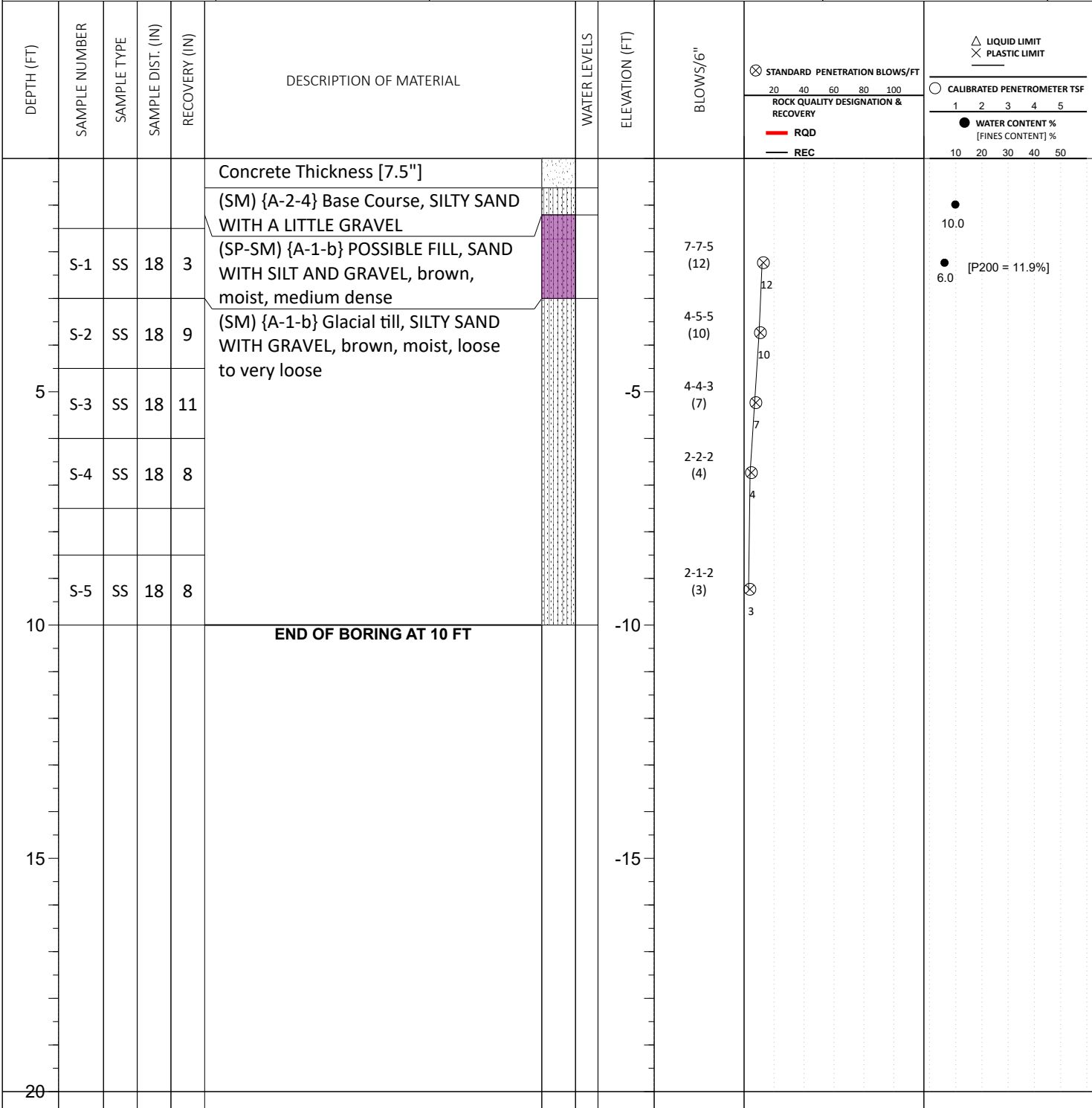
[2] – Plasticity Index of A-7-6 subgroup is greater than Liquid Limit minus 30.

CLIENT: **City of Sheboygan** PROJECT NO.: **59:3353** BORING NO.: **B-01** SHEET: **1 of 1** Item 10.

PROJECT NAME: **Indiana Avenue Reconstruction** DRILLER/CONTRACTOR: **ECS59 - Crew 1**

SITE LOCATION: **Indiana Avenue, Sheboygan, Wisconsin, 53081** LOSS OF CIRCULATION:

NORTHING: EASTING: STATION: SURFACE ELEVATION: BOTTOM OF CASING:



THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL

<input type="checkbox"/> WL (First Encountered)	None	BORING STARTED: Dec 21 2022	CAVE IN DEPTH:
<input checked="" type="checkbox"/> WL (Completion)	None	BORING COMPLETED: Dec 21 2022	HAMMER TYPE: Auto
<input checked="" type="checkbox"/> WL (Seasonal High Water)		EQUIPMENT: Truck	LOGGED BY: JS22
<input checked="" type="checkbox"/> WL (Stabilized)			DRILLING METHOD: 3 1/4" HSA 0' to 8.5'

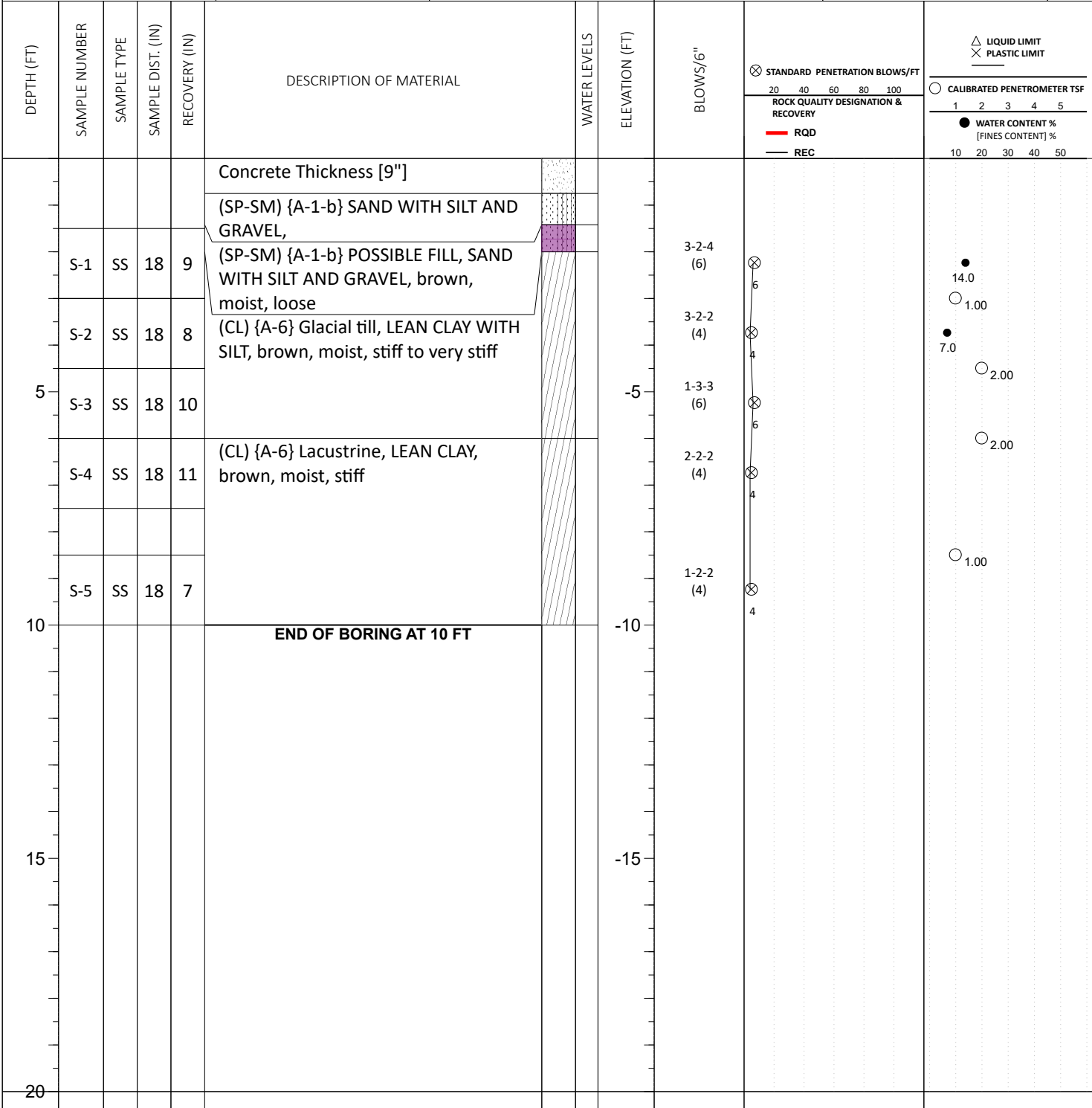
GEOTECHNICAL BOREHOLE LOG

CLIENT: **City of Sheboygan** PROJECT NO.: **59:3353** BORING NO.: **B-02** SHEET: **1 of 1** Item 10.

PROJECT NAME: **Indiana Avenue Reconstruction** DRILLER/CONTRACTOR: **ECS59 - Crew 1**

SITE LOCATION: **Indiana Avenue, Sheboygan, Wisconsin, 53081** LOSS OF CIRCULATION:

NORTHING: EASTING: STATION: SURFACE ELEVATION: BOTTOM OF CASING:



THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL

<input type="checkbox"/> WL (First Encountered)	None	BORING STARTED: Dec 21 2022	CAVE IN DEPTH:
<input checked="" type="checkbox"/> WL (Completion)	None	BORING COMPLETED: Dec 21 2022	HAMMER TYPE: Auto
<input checked="" type="checkbox"/> WL (Seasonal High Water)		EQUIPMENT: Truck	LOGGED BY: JS22
<input checked="" type="checkbox"/> WL (Stabilized)			DRILLING METHOD: 3 1/4" HSA 0' to 8.5'

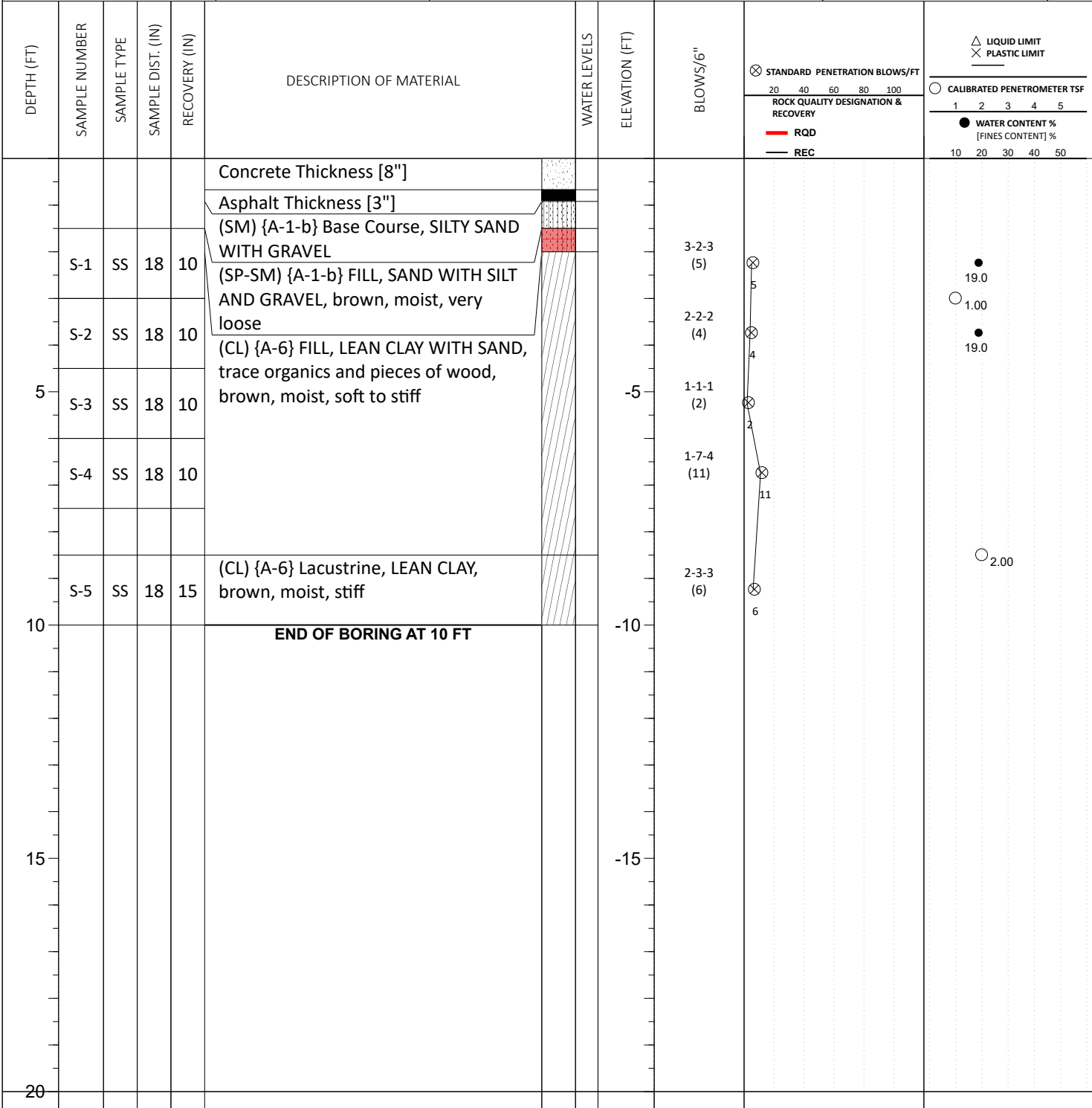
GEOTECHNICAL BOREHOLE LOG

CLIENT: **City of Sheboygan** PROJECT NO.: **59:3353** BORING NO.: **B-03** SHEET: **1 of 1** Item 10.

PROJECT NAME: **Indiana Avenue Reconstruction** DRILLER/CONTRACTOR: **ECS59 - Crew 1**

SITE LOCATION: **Indiana Avenue, Sheboygan, Wisconsin, 53081** LOSS OF CIRCULATION:

NORTHING: EASTING: STATION: SURFACE ELEVATION: BOTTOM OF CASING:



THE STRATIFICATION LINES REPRESENT THE APPROXIMATE BOUNDARY LINES BETWEEN SOIL TYPES. IN-SITU THE TRANSITION MAY BE GRADUAL

<input checked="" type="checkbox"/> WL (First Encountered)	None	BORING STARTED: Dec 21 2022	CAVE IN DEPTH:
<input checked="" type="checkbox"/> WL (Completion)	None	BORING COMPLETED: Dec 21 2022	HAMMER TYPE: Auto
<input checked="" type="checkbox"/> WL (Seasonal High Water)		EQUIPMENT: Truck	LOGGED BY: JS22
<input checked="" type="checkbox"/> WL (Stabilized)			DRILLING METHOD: 3 1/4" HSA 0' to 8.5'

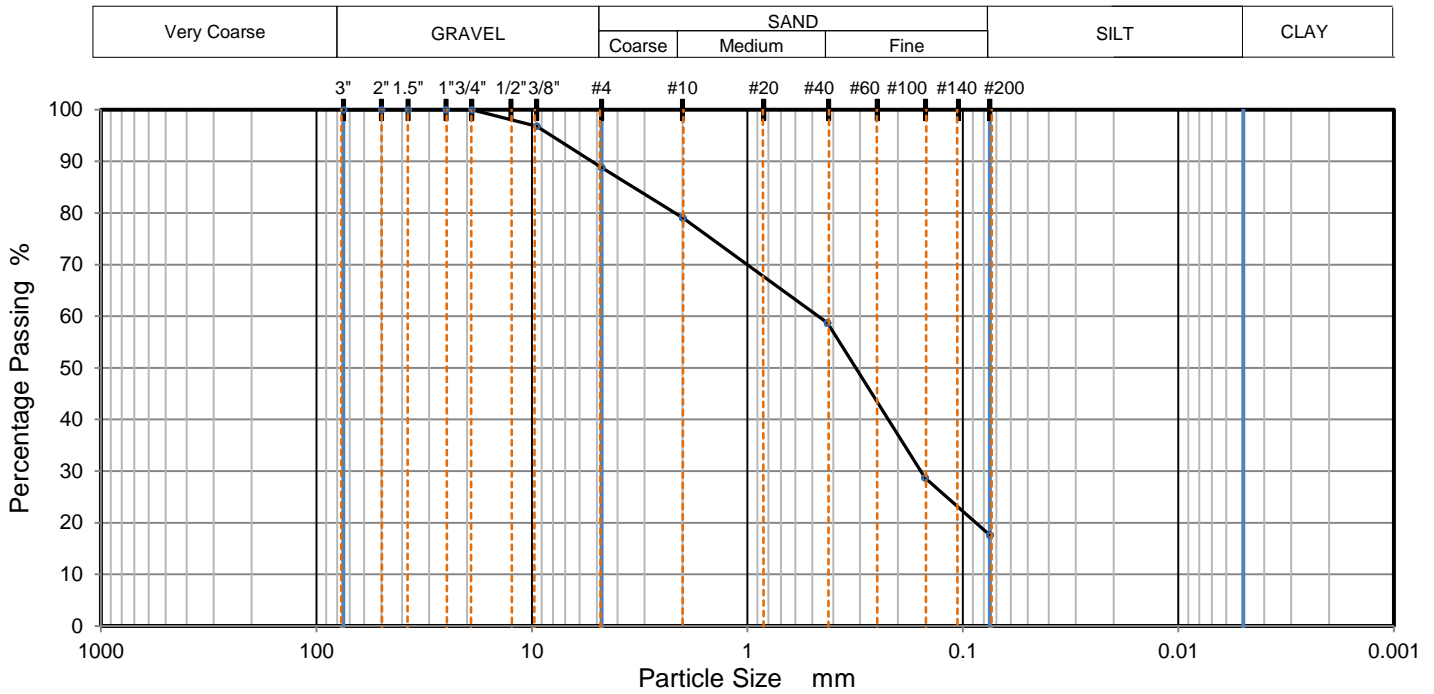
GEOTECHNICAL BOREHOLE LOG

APPENDIX C – Laboratory Testing

Particle Size Distribution Reports

PARTICLE SIZE DISTRIBUTION

Item 10.



TEST RESULTS (ASTM C136M - 19)

Sieving		Hydrometer Sedimentation	
Particle Size	% Passing	Particle Size mm	% Passing
3"	100.0		
2"	100.0		
1 1/2"	100.0		
1"	100.0		
3/4"	100.0		
3/8"	96.8		
#4	88.8		
#10	79.1		
#40	58.7		
#100	28.7		
#200	17.6		

Dry Mass of sample, g

254.8

Sample Proportions	% dry mass
Very coarse, >3" sieve	0.0
Gravel, 3" to # 4 sieve	11.2
Coarse Sand, #4 to #10 sieve	9.7
Medium Sand, #10 to #40	20.4
Fine Sand, #40 to #200	41.1
Fines <#200	17.6

USCS	SM	Liquid Limit	D90	5.270	D50	0.314	D10	
AASHTO	A-2-4	Plastic Limit	D85	3.385	D30	0.157	Cu	
USCS Group Name	Silty sand with a little gravel	Plasticity Index	D60	0.469	D15		Cc	

Project: Indiana Avenue Reconstruction

Client: City of Sheboygan

Sample Description:

Sample Source: B-01

Project No.: 59:3353

Depth (ft): 0.62

Sample No.: Base Course

Date Reported: 1/13/2023



Office / Lab

Address

Office Number / Fax

ECS Midwest LLC - Green Bay

1280 Parkview Road
Green Bay, WI 54304

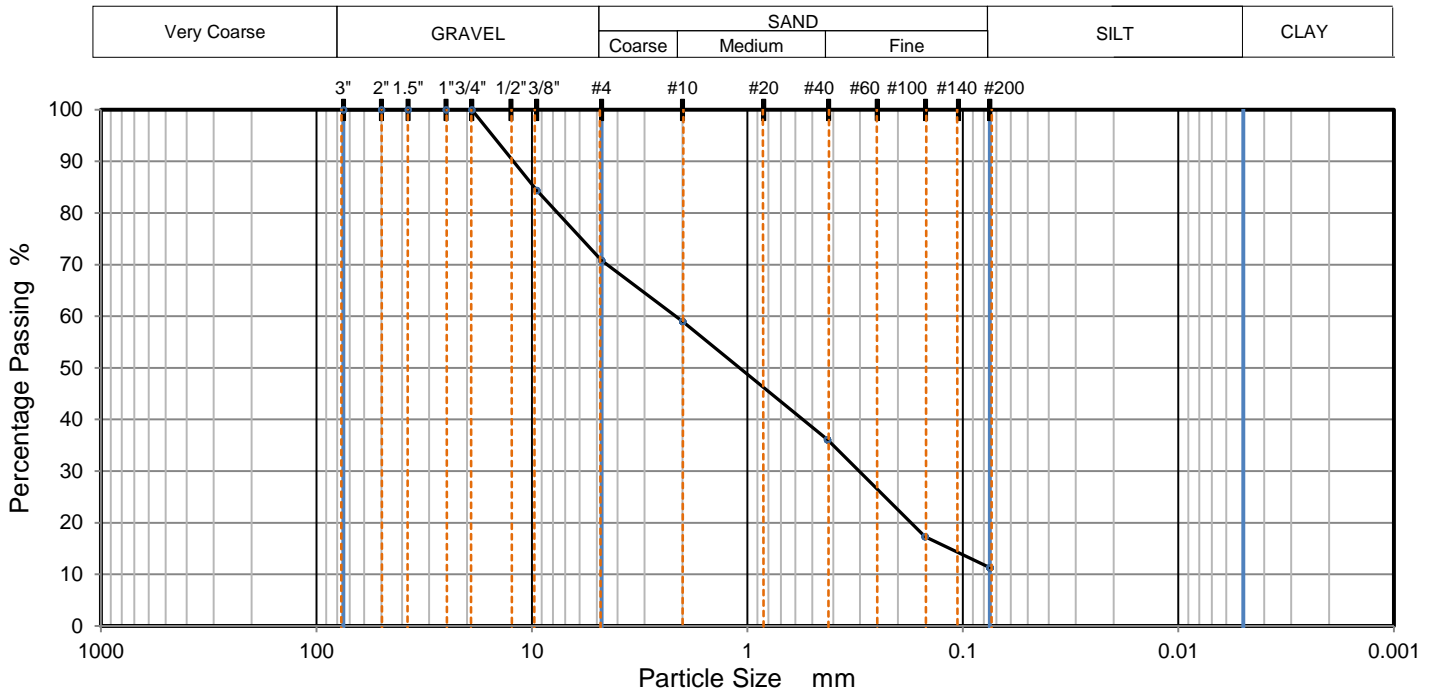
(920)347-9040

(920)347-9044

Tested by	Checked by	Approved by	Date Received	Remarks
LabManager				

PARTICLE SIZE DISTRIBUTION

Item 10.



TEST RESULTS (ASTM C136M - 19)

Sieving		Hydrometer Sedimentation	
Particle Size	% Passing	Particle Size mm	% Passing
3"	100.0		
2"	100.0		
1 1/2"	100.0		
1"	100.0		
3/4"	100.0		
3/8"	84.4		
#4	70.8		
#10	59.0		
#40	36.1		
#100	17.3		
#200	11.3		

Dry Mass of sample, g

210.2

Sample Proportions	% dry mass
Very coarse, >3" sieve	0.0
Gravel, 3" to # 4 sieve	29.2
Coarse Sand, #4 to #10 sieve	11.8
Medium Sand, #10 to #40	22.9
Fine Sand, #40 to #200	24.8
Fines <#200	11.3

USCS	SP-SM	Liquid Limit		D90	12.180	D50	1.088	D10	
AASHTO	A-1-b	Plastic Limit		D85	9.757	D30	0.303	Cu	
USCS Group Name	Sand with silt and gravel	Plasticity Index		D60	2.152	D15	0.115	Cc	

Project: Indiana Avenue Reconstruction

Project No.: 59:3353

Client: City of Sheboygan

Depth (ft): 0.75

Sample Description:

Sample No.: Base Course

Sample Source: B-02

Date Reported: 1/13/2023



Office / Lab

Address

Office Number / Fax

ECS Midwest LLC - Green Bay

1280 Parkview Road
Green Bay, WI 54304

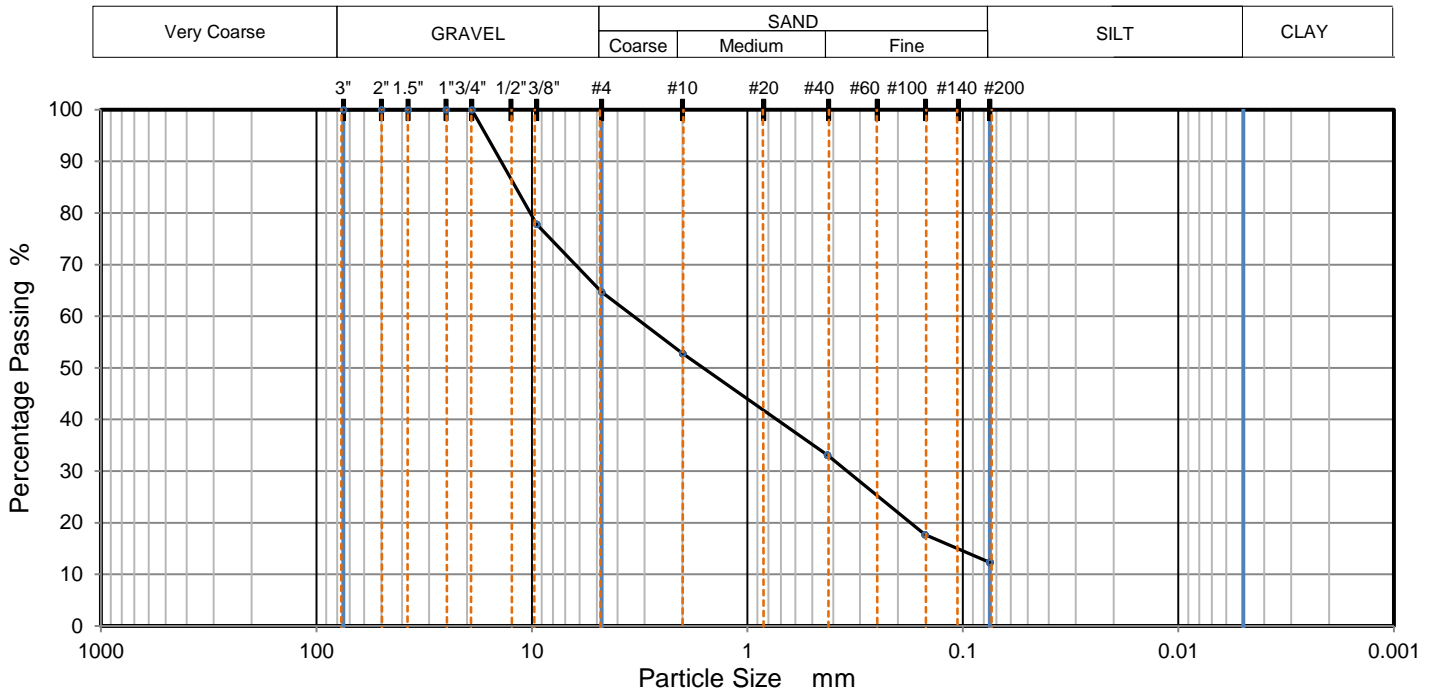
(920)347-9040

(920)347-9044

Tested by	Checked by	Approved by	Date Received	Remarks
LabManager				

PARTICLE SIZE DISTRIBUTION

Item 10.



TEST RESULTS (ASTM C136M - 19)

Sieving		Hydrometer Sedimentation	
Particle Size	% Passing	Particle Size mm	% Passing
3"	100.0		
2"	100.0		
1 1/2"	100.0		
1"	100.0		
3/4"	100.0		
3/8"	77.8		
#4	64.7		
#10	52.8		
#40	33.1		
#100	17.7		
#200	12.3		

Dry Mass of sample, g

320.4

Sample Proportions	% dry mass
Very coarse, >3" sieve	0.0
Gravel, 3" to # 4 sieve	35.3
Coarse Sand, #4 to #10 sieve	11.9
Medium Sand, #10 to #40	19.7
Fine Sand, #40 to #200	20.8
Fines <#200	12.3

USCS	SM	Liquid Limit	D90	13.900	D50	1.605	D10	
AASHTO	A-1-b	Plastic Limit	D85	11.890	D30	0.345	Cu	
USCS Group Name	Silty sand with gravel	Plasticity Index	D60	3.375	D15	0.106	Cc	

Project: Indiana Avenue Reconstruction

Project No.: 59:3353

Client: City of Sheboygan

Depth (ft): 0.92

Sample Description:

Sample No.: Base Course

Sample Source: B-03

Date Reported: 1/13/2023



Office / Lab

Address

Office Number / Fax

ECS Midwest LLC - Green Bay

1280 Parkview Road
Green Bay, WI 54304

(920)347-9040

(920)347-9044

Tested by	Checked by	Approved by	Date Received	Remarks
LabManager				

The following site is being submitted for inclusion into the GIS registry:

Item 10.

- For DNR County and Region list go to:
g:\pf\pecfa\site\gis\BRRTS County and Region Codes.xls
- To begin, click on cell to the right of; *This is a:*
- Use Tab, ↓ or Pg Down to navigate form. Print & include with file when completed.

This is a:	New Submittal
BRRTS ID (no dashes):	0360204886
Comm # (no dashes):	53081472821
County:	Sheboygan
Region:	Southeast
Site name:	Houseye Filling Station(former)
Street Address:	2021 Indiana Ave
City:	Sheboygan
Final Closure Date	2002-07-23
Closure Conditions:	met
Off-source property contamination? (If yes, attach locational data and deed information on pg. 2)	No
Right-of-way contamination?	Yes
Contaminated media:	Groundwater
GPS Coordinates (meters in the WTM91 projection)	
Easting (X):	702544.000000000
Northing (Y):	365725.000000000
Collection Method:	DNR Web Site
Scale or Resolution:	1:2,733
(1:24,000 scale or finer)	("1:" and comma is default)
Prepared by:	Linda Michalets
Submitted by:	Cheryl Nelson

Source Property Checklist

- Final Closure Letter
- Copy of the most recent deed, which includes legal description for all properties w/ GW > NR 140 ES
- Where the legal description in the deed(s) refers to a certified survey map or recorded plat map, include those documents
- Parcel ID for all properties w/ GW > NR 140 ES
- General Location Map
- Detailed Location Map showing property boundaries, buildings, MW(s) and/or potable wells etc for properties with GW >NR140 ES
- Latest Map(s) showing extent or outline of current GW plume (isoconcentrations)
- Map showing GW flow direction
- Latest Table of GW results
- Geologic cross section (if generated as part of the site investigation)
- Statement signed by RP certifying correctness of legal descriptions
- Updated Database



July 23, 2002

Mr. Kim Verhelst
City Of Sheboygan
828 Center Avenue
Sheboygan, WI 53081-4442

RE: **Final Closure**

Commerce # 53081-4728-21 WDNR BRRTS # 03-60-204886
Houseye Filling Station (Former), 2021 Indiana Avenue, Sheboygan

Gasoline and diesel underground storage tanks (USTs) removed in 1975

Dear Mr. Verhelst:

The Wisconsin Department of Commerce (Commerce) Site Review Section has received all the items required as conditions for closure of the above-referenced site. Note that Commerce is not requiring the registration of additional USTs at this site. Although it is possible that other USTs were present at this property, there is no substantial information to indicate such. This site is now listed as "closed" on the Commerce database.

It is in your best interest to keep all documentation related to the investigation of your site. This information may be needed for future property transactions.

If future site conditions indicate that any remaining contamination poses a threat, and subsequent information indicates a need to reopen this case, any original claim under the PECFA fund would also reopen and you may apply for assistance to the extent of remaining eligibility. If contamination is encountered, appropriate measures must be implemented to assure any residual contamination is managed following all applicable State of Wisconsin regulations and standards.

Thank you for your efforts to protect Wisconsin's environment. If you have any questions, please contact me in writing at the letterhead address or by telephone at (414) 220-5376.

Sincerely,

A handwritten signature in black ink, appearing to read 'L. Michalets', with a long, sweeping horizontal line extending to the right.

Linda M. Michalets
Hydrogeologist
Site Review Section

cc: Mr. Bryce T. Bartelma, Northern Environmental Technologies, Inc.
Case File

Any person who is or becomes owner of the property described above may request that the Wisconsin Department of Commerce, or its successor, issue a determination that the restrictions set forth in this covenant are no longer required. That property owner shall provide any and all necessary information to the Department in order for the Department to be able to make a determination. Upon receipt of such a request, the Department shall determine whether or not the restrictions contained herein can be extinguished. Conditions under which a restriction may be extinguished will be determined in accordance with the site specific standards, rules and laws for this property. If the Department determines that the restrictions can be extinguished, an affidavit, with a copy of the Department's written determination, may be recorded to give notice that this restriction, or portions of this restriction are no longer binding. Any restriction placed upon this property shall not be extinguished without the Department's written determination.

IN WITNESS WHEREOF, the owner of the property has executed this document, this 27th day of JULY, 2001.

By signing this document, [he/she] acknowledges that [he/she] is duly authorized to sign this document on behalf of City of Sheboygan

Signature: Thomas Holtan

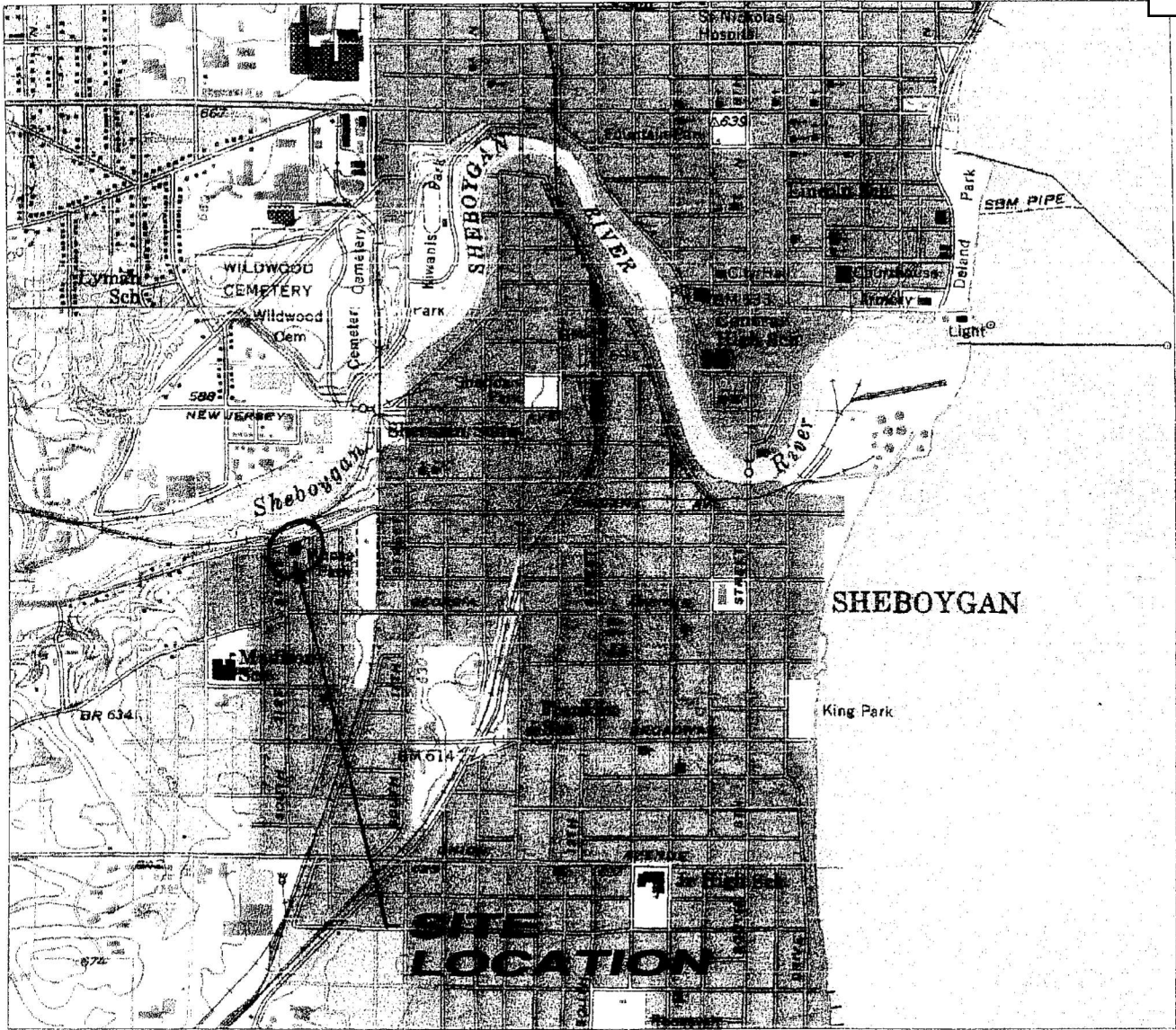
Printed Name: Thomas Holtan

Title: Director of Public Works

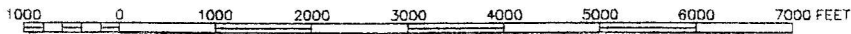
Subscribed and sworn to before me this 27th day of July, 2001.

Thomas Holtan
Notary Public State of Wisconsin
My commission expires permanent

This document was drafted by the Wisconsin Department of Commerce.



SCALE 1" = 2000'



CONTOUR INTERVAL 10 FEET
NATIONAL GEODETIC VERTICAL DATUM OF 1929



QUADRANGLE LOCATION



BASE MAP SOURCE: USGS 7.5 MINUTE TOPOGRAPHIC SERIES 1959 (REVISED 1994)
TopoScout, U.S. Terrain Series, ©Maptech, Inc. 800-627-7236

DRAWN BY: LMD PROJECT: COS-2049 DATE: 04/26/99

REV. DATE	THIS DRAWING AND ALL INFORMATION CONTAINED THEREON IS THE PROPERTY OF NORTHERN ENVIRONMENTAL INCORPORATED AND SHALL NOT BE COPIED OR USED EXCEPT FOR THE PURPOSE FOR WHICH IT IS EXPRESSLY FURNISHED.
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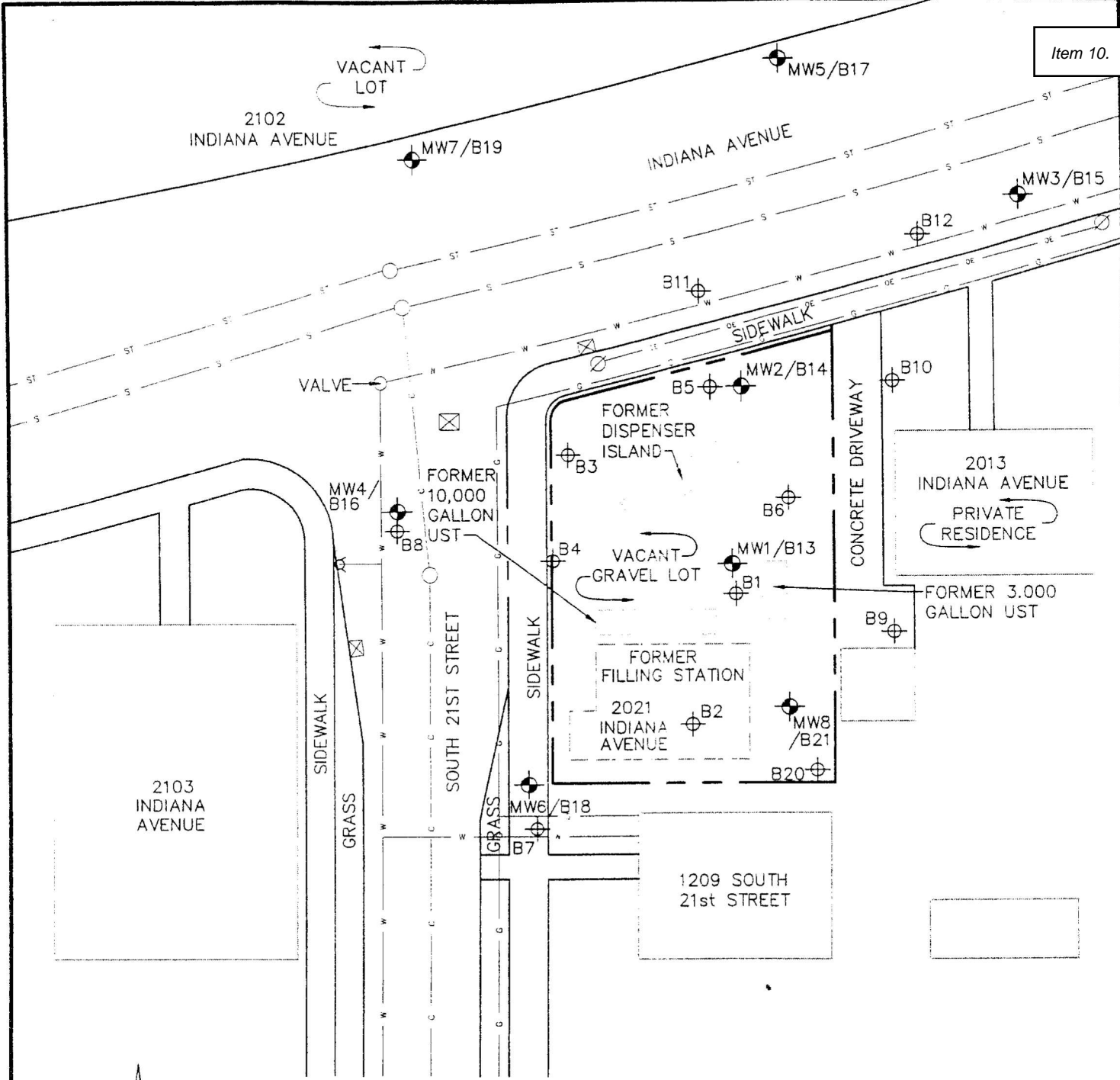
FORMER HOUSEYE FILLING STATION
SHEBOYGAN, WISCONSIN

SITE LOCATION AND
LOCAL TOPOGRAPHY

 **Northern Environmental**SM
Hydrologists • Engineers • Geologists

FIGURE 1

K:\NET\DWG\COS-2049\042899-1.DWG

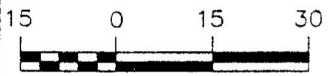


EXPLANATION

- BOREHOLE LOCATION
- MONITORING WELL LOCATION
- POWER POLE
- SEWER INLET
- HYDRANT
- APPROXIMATE LOCATION OF FORMER USTs OR DISPENSER ISLAND
- GAS LINE
- SANITARY SEWER
- STORM SEWER
- WATERMAIN
- OVERHEAD ELECTRIC
- COMBINED SANITARY AND STORM SEWER
- PROPERTY BOUNDARY



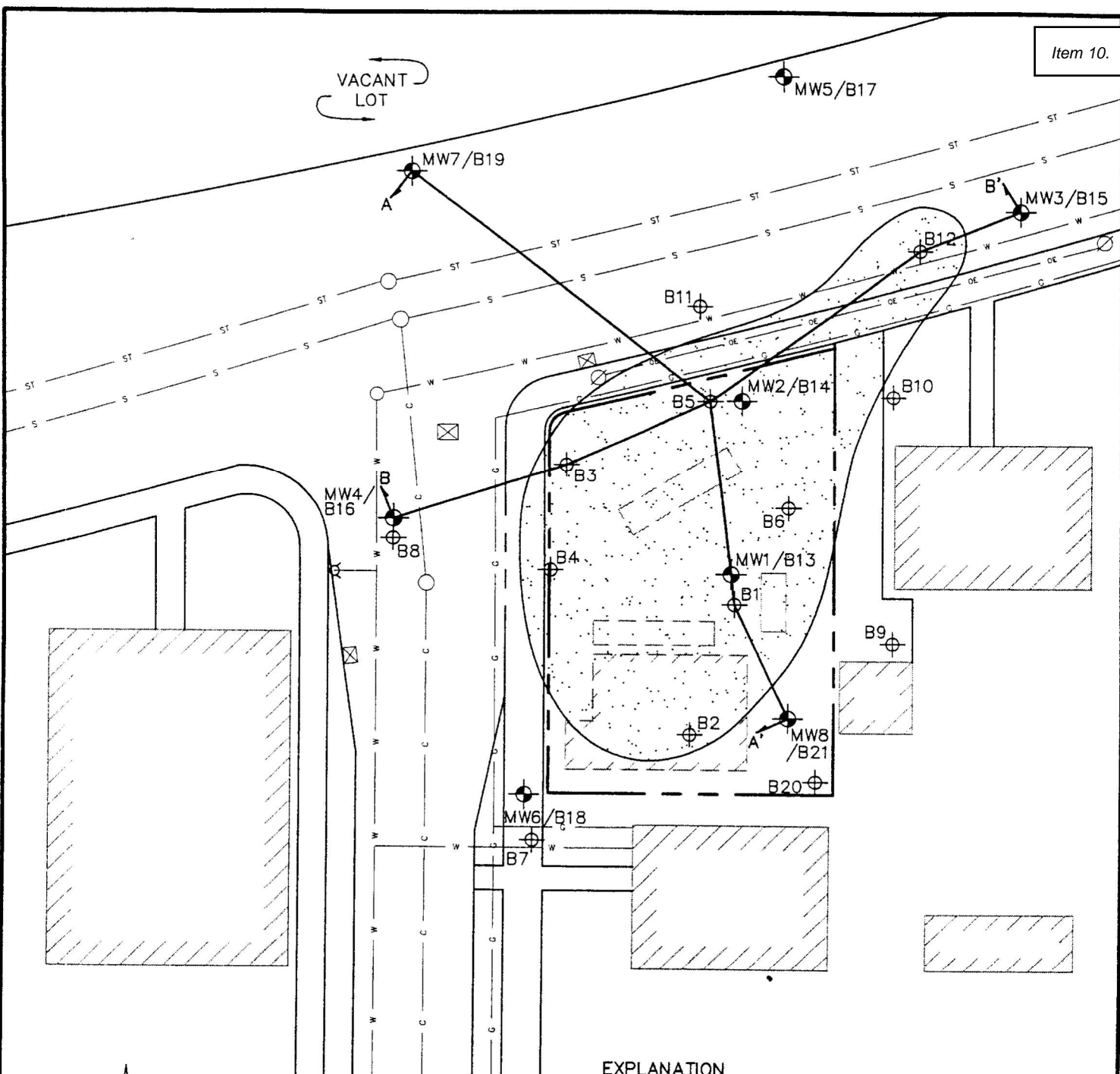
SCALE IN FEET



DRAWN BY:PNW	PROJECT: COS-2049	DATE: 01/19/00
REV. DATE	THIS DRAWING AND ALL INFORMATION CONTAINED THEREON IS THE PROPERTY OF NORTHERN ENVIRONMENTAL INCORPORATED AND SHALL NOT BE COPIED OR USED EXCEPT FOR THE PURPOSE FOR WHICH IT IS EXPRESSLY FURNISHED.	
1/28/00		
1/17/01		
3/20/01		
 Northern Environmental ™ Hydrologists • Engineers • Geologists		

FORMER HOUSEYE FILLING STATION
SHEBOYGAN, WISCONSIN

SITE LAYOUT

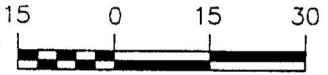


EXPLANATION

- ⊕ B1 BOREHOLE LOCATION
- ⊕ MW1 MONITORING WELL LOCATION
- ⊗ POWER POLE
- ⊗ SEWER INLET
- ⊕ HYDRANT
- G — GAS LINE
- S — SANITARY SEWER
- ST — STORM SEWER
- W — WATERMAIN
- OE — OVERHEAD ELECTRIC
- C — COMBINED SANITARY AND STORM SEWER
- - - - - PROPERTY BOUNDARY
- ⊕ ⊕ GEOLGIC CROSS SECTION LOCATIONS
- ◻ EXTENT OF RELEASED PETROLEUM EXCEEDING GENERIC RCLs AND GROUND WATER EXCEEDING THE ES



SCALE IN FEET



DRAWN BY: PNW PROJECT: COS-2049 DATE: 1/19/00

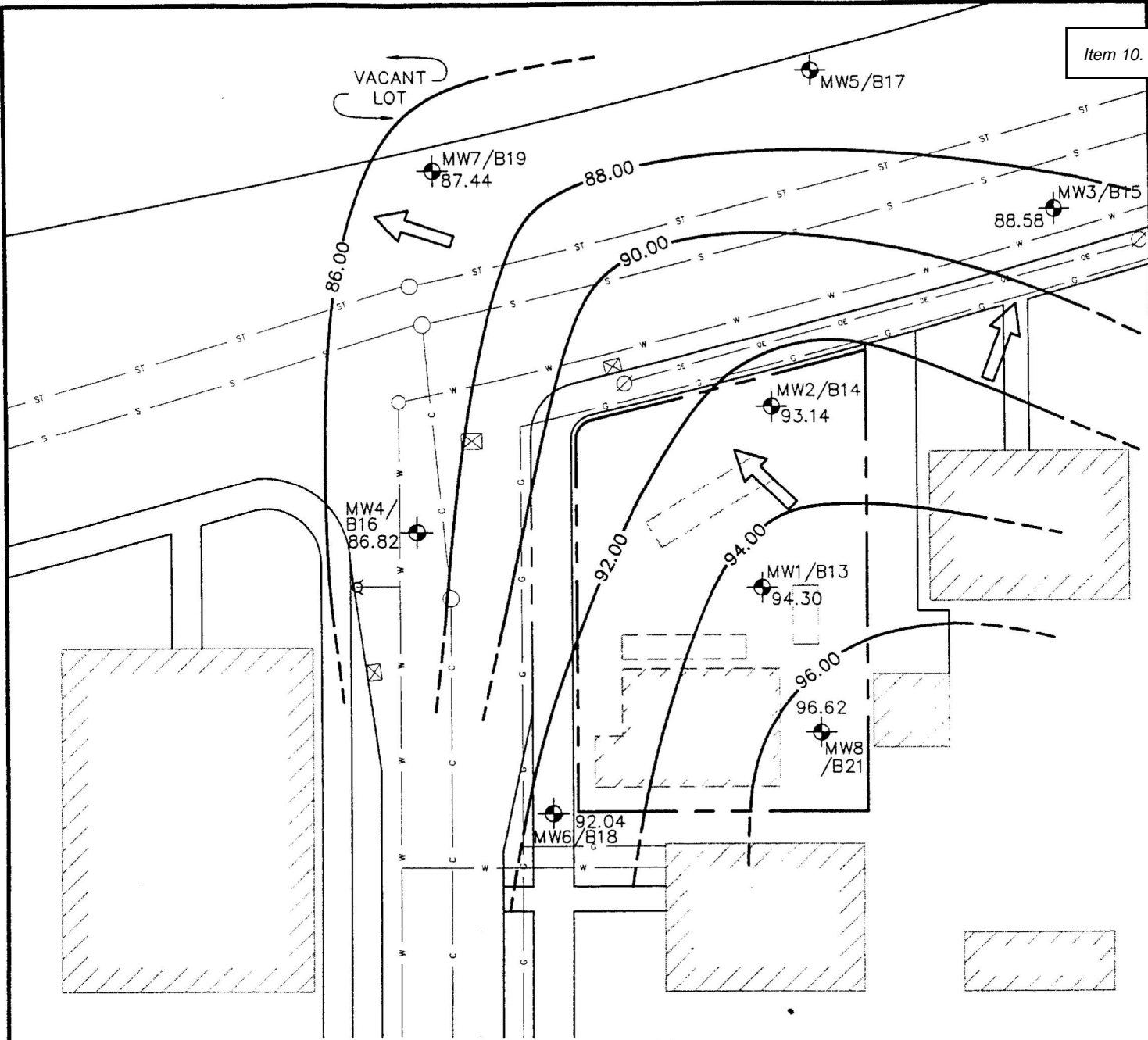
REV. DATE
1/28/00
3/20/01

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FORMER HOUSEYE FILLING STATION
SHEBOYGAN, WISCONSIN

EXTENT OF RELEASED PETROLEUM EXCEEDING REGULATORY LEVELS



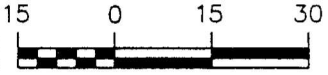


EXPLANATION

- | | | | |
|------------------|--|--------|--|
| MW1/B13
94.30 | MONITORING WELL/SOIL BOREHOLE LOCATION WITH GROUND-WATER ELEVATION IN FEET | — g — | GAS LINE |
| | POWER POLE | — s — | SANITARY SEWER |
| | SEWER INLET | — ST — | STORM SEWER |
| | HYDRANT | — w — | WATERMAIN |
| | GROUND-WATER FLOW DIRECTION | — oe — | OVERHEAD ELECTRIC |
| — 94.00 — | GROUND-WATER ELEVATION CONTOUR LINE (2 FOOT CONTOUR INTERVALS) (DASHED WHERE INFERRED) | — c — | COMBINED SANITARY AND STORM SEWER |
| | | | PROPERTY BOUNDARY |
| | | | APPROXIMATE LOCATION OF FORMER USTs DISPENSER AND ISLAND |



SCALE IN FEET



DRAWN BY: PNW		PROJECT: COS-2049	DATE: 01/19/00	FORMER HOUSEYE FILLING STATION SHEBOYGAN, WISCONSIN
REV. DATE	THIS DRAWING AND ALL INFORMATION CONTAINED THEREON IS THE PROPERTY OF NORTHERN ENVIRONMENTAL INCORPORATED AND SHALL NOT BE COPIED OR USED EXCEPT FOR THE PURPOSE FOR WHICH IT IS EXPRESSLY FURNISHED.			
1/28/00	Northern Environmental SM Hydrologists • Engineers • Geologists			GROUND-WATER CONDITIONS DECEMBER 20, 2000
5/01/00				
3/20/01				

Table 1 Ground-Water Elevation Data, Former Houseye Filling Station, Sheboygan, Wisconsin

Well Number	Ground Surface Elevation (feet)*	Reference Point** Elevation (Top of Riser)*	Date	Depth to Water (feet below Reference Point)	Water Table Elevation
MW1	100.10	99.48	02/21/00	8.04	91.44
			04/18/00	4.79	94.69
			06/14/00	5.00	94.48
			09/26/00	4.26	95.22
			12/20/00	5.18	94.30
MW2	99.33	98.74	02/21/00	8.16	90.58
			04/18/00	5.45	93.29
			06/14/00	4.43	94.31
			09/26/00	5.03	93.71
			12/20/00	5.60	93.14
MW3	100.30	99.93	02/21/00	9.91	90.02
			04/18/00	8.96	90.97
			06/14/00	8.83	91.10
			09/26/00	11.06	88.87
			12/20/00	11.35	88.58
MW4	97.31	96.91	02/21/00	10.10	86.81
			04/18/00	8.97	87.94
			06/14/00	9.00	87.91
			09/26/00	9.37	87.54
			12/20/00	10.09	86.82
MW5	99.20	98.81	02/21/00	>14.75	<84.06
			04/18/00	12.25	86.56
			06/14/00	10.63	88.18
			09/26/00	10.99	87.82
MW6	99.69	99.27	02/21/00	9.44	89.83
			04/18/00	6.20	93.07
			06/14/00	6.28	92.99
			09/26/00	6.41	92.86
			12/20/00	7.23	92.04
MW7	95.49	94.99	06/14/00	8.28	86.71
			09/26/00	8.25	86.74
			12/20/00	7.55	87.44
MW8	101.41	100.91	06/14/00	3.92	96.99
			09/26/00	4.04	96.87
			12/20/00	4.29	96.62

NOTE:

* = Elevations referenced to assigned site datum of 100 feet (site datum is the top bolt of the hydrant on the northwest of Indiana Avenue and 21st Street.

** = Reference point is the north side of PVC riser

Table 3 Summary of Ground-Water Quality Data, Former Houseye Filling Station, Sheboygan, Wisconsin

Sample Point	Date Collected	Date Analyzed	DRO (ug/l)	GRO (ug/l)	Dissolved Lead	Detected VOCs (ug/l)											
						Benzene	n-Butyl-benzene	sec-Butyl-benzene	Ethyl-benzene	Isopropyl-benzene	1,2-Dichloro ethane	Naphthalene	n-Propyl-benzene	Toluene	Trimethyl-benzenes	Xylenes	
B3	05/11/99	05/18/99	-	-	-	310	-	-	2100	-	-	-	-	-	-	3780	4000
MW1	02/21/00	02/24/00	-	-	-	10	<0.23	<0.34	5.3	<0.34	<0.36	<0.88	<0.3	15	<0.99	14.9	
	02/21/00	02/24/00	<100	<100	2.6"J"	12	<0.23	<0.34	5.6	<0.34	<0.36	<0.88	<0.3	17	<0.99	15.7	
	06/14/00	06/26/00	-	-	-	5.1	-	-	<0.50	-	-	-	-	<0.50	<1.00	<1.5	
	06/14/00	06/26/00	-	-	-	6.5	-	-	<0.50	-	-	-	-	<0.50	<1.00	<1.5	
	09/26/00	10/06/00	-	-	-	4.0	-	-	<0.50	-	-	-	-	<0.50	<1.00	<1.50	
12/20/00	01/01/01	-	-	-	1.9	-	-	<0.40	-	-	-	-	<0.40	<0.80	<1.10		
MW2	02/21/00	02/24/00	2300	32,000	2.4"J"	7000	100	51"J"	3200	70"J"	89"J"	170"J"	220	3500	1420	12,600	
	06/14/00	06/26/00	-	-	-	11,000	11,000	-	3200	2300	89"J"	170"J"	8800	8800	930	130,9300	
	09/26/00	10/07/00	-	-	-	8500	8500	-	2300	2300	-	-	6000	6000	1410	140,8800	
	12/20/00	01/01/01	-	-	-	8700	8700	-	3300	3300	-	-	3900	3900	2310	11,600	
MW3	02/21/00	02/24/00	130	<100	1.5"J"	<0.32	<0.23	<0.34	<0.34	<0.34	<0.36	<0.88	<0.3	<0.35	<0.99	<0.98	
	06/14/00	06/26/00	-	-	-	<0.50	-	-	<0.50	-	-	-	-	<0.50	<1.00	<1.5	
	12/20/00	01/03/01	-	-	-	<0.40	-	-	<0.40	-	-	-	-	<0.40	<0.80	<1.10	
MW4	02/21/00	02/24/00	<100	<100	2.4"J"	<0.32	<0.23	<0.34	<0.34	<0.34	<0.36	<0.88	<0.3	<0.35	<0.99	<0.98	
	06/14/00	06/26/00	-	-	-	<0.50	-	-	<0.50	-	-	-	-	<0.50	<1.00	<1.5	
	12/20/00	01/03/01	-	-	-	<0.40	-	-	<0.40	-	-	-	-	<0.40	<0.80	<1.10	
MW5	06/14/00	06/26/00	-	-	<1.1	<0.10	<0.40	<0.30	<0.10	<0.40	<0.70	<0.30	<0.10	<0.50	<0.30		
MW6	02/21/00	02/24/00	<100	<100	2.4"J"	<0.32	<0.23	<0.34	<0.34	<0.34	<0.36	<0.88	<0.3	<0.35	<0.99	<0.98	
	06/14/00	06/26/00	-	-	-	<0.50	-	-	<0.50	-	-	-	<0.50	<1.00	<1.5		
	12/20/00	01/03/01	-	-	-	<0.40	-	-	<0.40	-	-	-	0.40"J"	<0.80	<1.10		
MW7	06/14/00	06/26/00	-	-	2.3"J"	<0.10	<0.40	<0.30	<0.10	<0.40	<0.40	<0.70	<0.30	<0.10	<0.50	<0.30	
	12/20/00	01/03/01	-	-	-	<0.40	-	-	0.67	-	-	-	0.65"J"	0.52"J"	2.70"J"		
MW8	06/14/00	06/26/00	-	-	2.0"J"	<0.10	<0.40	<0.30	<0.10	<0.40	<0.40	<0.70	<0.30	4.2	<0.50	1.16	
	09/26/00	10/06/00	-	-	-	<0.50	-	-	<0.50	-	-	-	-	0.50	<1.0		
	12/20/00	01/03/01	-	-	-	<0.40	-	-	<0.40	-	-	-	<0.40	<0.8			

Item 10.

Table 3 Summary of Ground-Water Quality Data, Former Houseye Filling Station, Sheboygan, Wisconsin

Sample Point	Date Collected	Date Analyzed	DRO (µg/l)	GRO (µg/l)	Dissolved Lead	Detected VOCs (µg/l)										
						Benzene	n-Butyl-benzene	sec-Butyl-benzene	Ethyl-benzene	Isopropyl-benzene	1,2-Dichloroethane	Naphthalene	n-Propyl-benzene	Toluene	Trimethyl-benzenes	Xylenes
Trip Blank	02/21/00 09/26/00 12/20/00	02/24/00 10/06/00 01/03/01	- - -	- - -	- - -	<0.21 <0.50 <0.40	<0.23 - -	<0.34 - -	<0.34 <0.50 <0.40	<0.34 - -	<0.36 - -	<0.88 - -	<0.3 - -	<0.35 0.50 <0.40	<0.99 <1.0 <0.8	<0.98 <1.50 <1.1
NR 140, Wis. Adm. Code ES			NR	NR	15	5	NR	NR	700	NR	5	40	NR	1000	480	10,000
NR 140, Wis. Adm. Code PAL			NR	NR	1.5	0.5	NR	NR	140	NR	0.5	8	NR	200	96	1000

Note:

- DRO = diesel range organics
- GRO = gasoline range organics
- µg/l = micrograms per liter
- VOCs = volatile organic compound
- <x = compound not detected to a detection limit of x
- = not analyzed
- * = duplicate sample
- "J" = value between limit of detection and limit of quantification
- NR = not regulated by the Wisconsin Department of Natural Resources

XXX

= exceeds Chapter NR 140, Wisconsin Administrative Code (NR 140, Wis. Adm. Code) enforcement standard (ES)

XXX

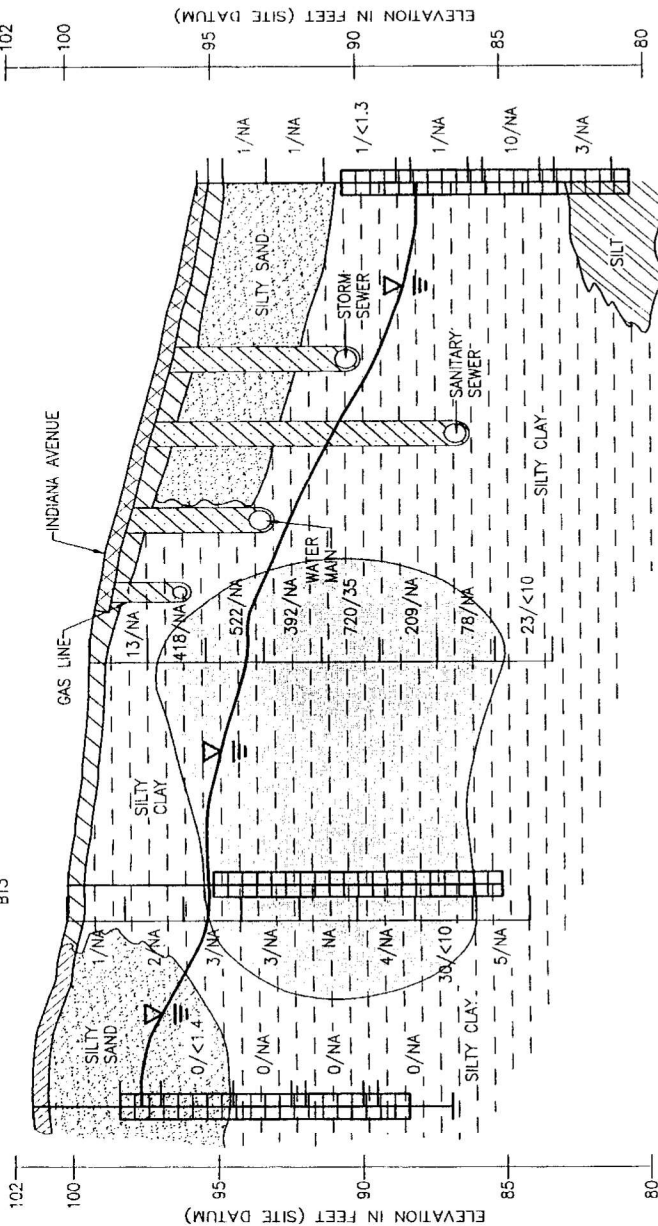
= exceeds NR 140, Wis. Adm. Code preventive action limit (PAL)

NORTH
A
MW7/B19

B5

B1 MW1/
B13

SOUTH
A
MW8/B21



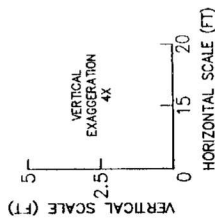
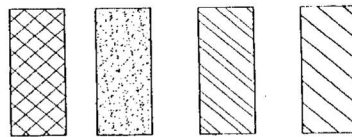
B5 BOREHOLE IDENTIFICATION

SOIL BOREHOLE WITH
SAMPLE INTERVAL AND
PID RESULTS

MW8/B21 MONITORING WELL
IDENTIFICATION

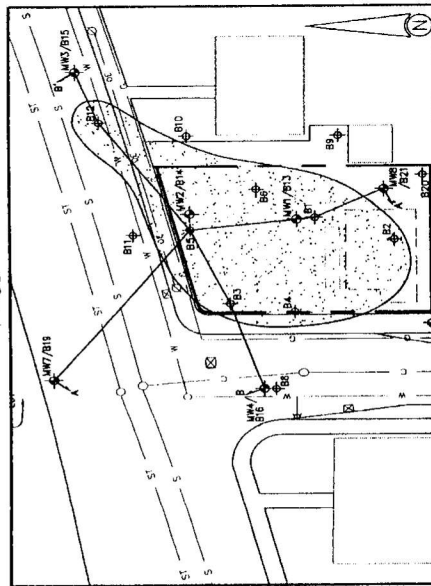
GROUND-WATER
MONITORING WELL WITH
SCREENED INTERVAL

EXPLANATION:



PID PHOTOIONIZATION DETECTOR
GRO GASOLINE RANGE ORGANICS
iuI INSTRUMENT UNITS AS ISOBUTYLENE
MILLIGRAMS PER KILOGRAM
418/NA PID(iuI)/GRO(mg/kg)
WATER TABLE

CROSS SECTION REFERENCE MAP



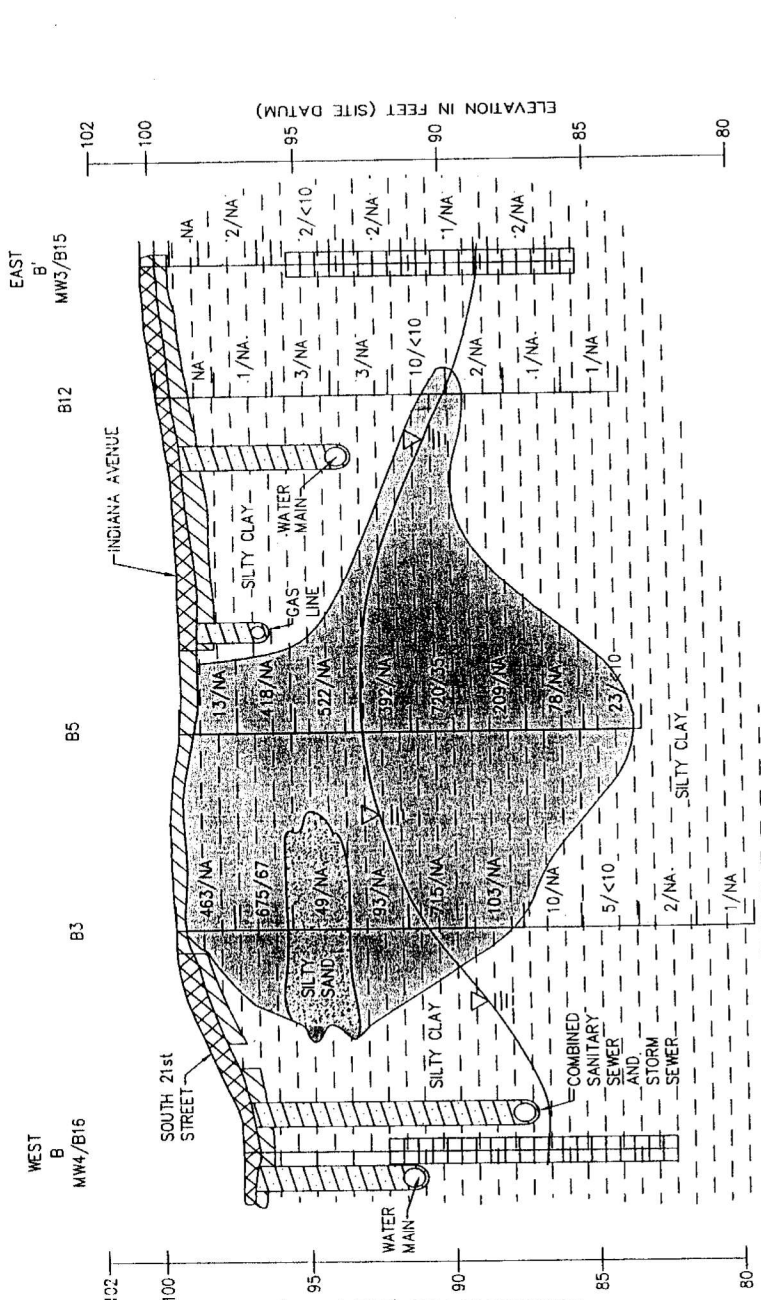
FORMER HOUSEYE FILLING STATION
SHEBOYGAN, WISCONSIN

GEOLOGIC CROSS SECTION
A-A

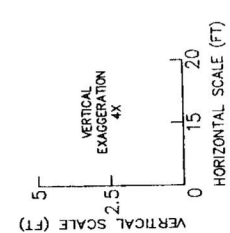
Item 10.

DRAWN BY: VLG PROJECT: 01-1408-2049 DATE: 1/17/01
REV. DATE THIS DRAWING AND ALL INFORMATION CONTAINED THEREON IS THE PROPERTY OF NORTHERN ENVIRONMENTAL, INCORPORATED AND SHALL NOT BE COPIED OR USED EXCEPT FOR THE PURPOSE FOR WHICH IT IS EXPRESSLY FURNISHED.

Northern Environmental
Hydrologists • Engineers • Geologists



BS BOREHOLE IDENTIFICATION
 SOIL BOREHOLE WITH SAMPLE INTERVAL AND PID RESULTS
 MW14/B16 MONITORING WELL IDENTIFICATION
 GROUND-WATER MONITORING WELL WITH SCREENED INTERVAL

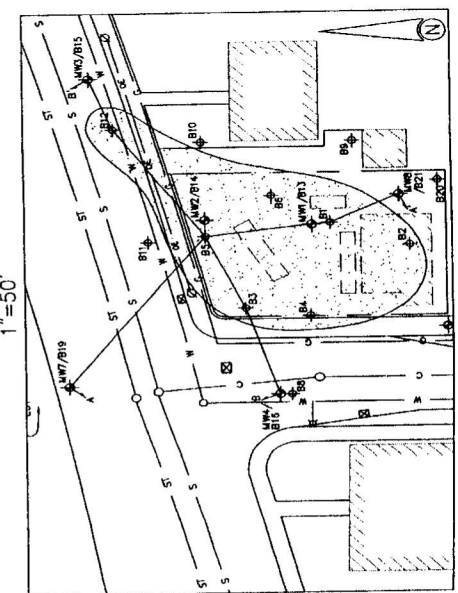


EXPLANATION:

- ASPHALT/CONCRETE
- SILTY SAND
- FILL
- GRAVEL
- SILTY CLAY
- WATER TABLE
- PHOTOIONIZATION DETECTOR
- GASOLINE RANGE ORGANICS
- INSTRUMENT UNITS AS ISOBUTYLENE MILLIGRAMS PER KILOGRAM
- PID(iui)/GRO(mg/kg)

EXTENT OF RELEASED PETROLEUM EXCEEDING GENERIC RESIDUAL CONTAMINANT LEVELS

CROSS SECTION REFERENCE MAP



June 28, 2001
(COS 01-1408-2049.140)

Mr. David Biebel
City of Sheboygan
Department of Public Works
833 Center Avenue
Sheboygan, Wisconsin 53081

RECEIVED
AUG 07 2001
PECFA SITE REVIEW
MILWAUKEE OFFICE

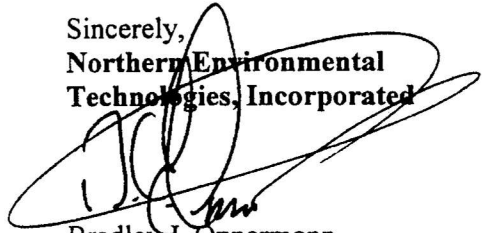
RE: Petroleum Contamination, Former Houseye Filling Station, 2021 Indiana Avenue, Sheboygan, Wisconsin; COMM #53081-4728-21

Dear Mr. Biebel:

The city of Sheboygan is the responsible party for petroleum contamination at 2021 Indiana Avenue, Sheboygan, Wisconsin (the Site). Northern Environmental Technologies, Incorporated (Northern Environmental) was retained to provide consulting services to investigate the petroleum release and obtain closure. Northern Environmental completed the site investigation and monitored ground-water quality at the Site. The Wisconsin Department Commerce (COMM) granted site closure during May 2001.

As a condition for closure, the COMM required that the city of Sheboygan Department of Public Works be notified of possible off-site petroleum contamination. Based on the investigation results, it appears that petroleum contamination may be present within utility corridors below Indiana Avenue. A figure showing the estimated extent of contamination is enclosed. We trust this information meets your needs. Please contact us if you have any questions or comments.

Sincerely,
**Northern Environmental
Technologies, Incorporated**



Bradley J. Oppermann
Senior Project Manager

BJO/lmh
Enclosure

c: Mr. Kim Verhelst
Ms. Linda Michalets, COMM

GIS REGISTRY INFORMATION

Item 10.

SITE NAME:	Unimart Hwy 28			FID #	
BRRTS #:	03-60-150965			(if appropriate):	
COMMERCE # (if appropriate):	53081-4729-17				
CLOSURE DATE:	December 8, 2005				
STREET ADDRESS:	2117 Indiana Ave				
CITY:	Sheboygan				
SOURCE PROPERTY GPS COORDINATES (meters in WTM91 projection):	X =	702464	Y =	365699	
CONTAMINATED MEDIA:	Groundwater	<input type="checkbox"/>	Soil	<input type="checkbox"/>	Both <input checked="" type="checkbox"/>
OFF-SOURCE GW CONTAMINATION >ES:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	
• IF YES, STREET ADDRESS:	1211 S. 22 nd St., Sheboygan, WI 53081				
• GPS COORDINATES (meters in WTM91 projection):	X =	702464	Y =	365675	
OFF-SOURCE SOIL CONTAMINATION >Generic or Site-Specific RCL (SSRCL):	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	
• IF YES, STREET ADDRESS 1:					
• GPS COORDINATES (meters in WTM91 projection):	X =		Y =		
CONTAMINATION IN RIGHT OF WAY:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	
<u>DOCUMENTS NEEDED</u>					
Closure Letter, and any conditional closure letter issued or denial letter issued.					<input checked="" type="checkbox"/>
Copy of most recent deed, including legal description, for all affected properties					<input checked="" type="checkbox"/>
Certified survey map or relevant portion of the recorded plat map (if referenced in the legal description) for all affected properties					<input checked="" type="checkbox"/>
County Parcel ID number, if used for county, for all affected properties					<input checked="" type="checkbox"/>
Location Map which outlines all properties within contaminated site boundaries on USGS topographic map or plat map in sufficient detail to permit the parcels to be located easily (8.5x14" if paper copy). If groundwater standards are exceeded, the map must also include the location of all municipal and potable wells within 1200' of the site.					<input checked="" type="checkbox"/>
Detailed Site Map(s) for all affected properties , showing buildings, roads, property boundaries, contaminant sources, utility lines, monitoring wells and potable wells. (8.5x14", if paper copy) This map shall also show the location of all contaminated public streets, highway and railroad rights-of-way in relation to the source property and in relation to the boundaries of groundwater contamination exceeding ch. NR 140 ESs and soil contamination exceeding ch. NR 720 generic or SSRCLs.					<input checked="" type="checkbox"/>
Tables of Latest Groundwater Analytical Results (no shading or cross-hatching)					<input checked="" type="checkbox"/>
Tables of Latest Soil Analytical Results (no shading or cross-hatching)					<input checked="" type="checkbox"/>
Isoconcentration map(s), if required for site investigation (SI) (8.5x14" if paper copy). The isoconcentration map should have flow direction and extent of groundwater contamination defined. If not available, include the latest extent of contaminant plume map.					<input checked="" type="checkbox"/>
GW: Table of water level elevations, with sampling dates, and free product noted if present- SEE GW QUALITY DATA TABLES					<input checked="" type="checkbox"/>
GW: Latest groundwater flow direction/monitoring well location map (should be 2 maps if maximum variation in flow direction is greater than 20 degrees)					<input checked="" type="checkbox"/>
SOIL: Latest horizontal extent of contamination exceeding generic or SSRCLs, with one contour					
Geologic cross-sections, if required for SI. (8.5x14" if paper copy)					<input checked="" type="checkbox"/>
RP certified statement that legal descriptions are complete and accurate.					<input checked="" type="checkbox"/>
Copies of off-source notification letters (if applicable)					<input checked="" type="checkbox"/>
Letter informing ROW owner of residual contamination (if applicable)(public, highway or railroad ROW)					<input checked="" type="checkbox"/>
Copy of (soil or land use) deed restriction (s) or deed notice if any required as a condition of closure					
Copy of any maintenance plan referenced in the deed restriction					

ENVIRONMENTAL & REGULATORY SERVICES DIVISION
BUREAU OF PECFA
101 West Pleasant Street, Suite 100A
Milwaukee, Wisconsin 53212-3963
TDD #: (608) 264-8777
Fax #: (414) 220-5374
Jim Doyle, Governor
Mary P. Burke, Secretary



December 8, 2005

Mr. William Springer
Lakeshore Oil & Tire Co., Inc.
P.O. Box 876
Manitowoc, WI 54221-0876

RE: **Final Closure**

Commerce # 53081-4729-17 WDNR BRRTS # 03-60-150965
Unimart Hwy 28, 2117 Indiana Avenue, Sheboygan

Dear Mr. Springer:

The Wisconsin Department of Commerce (Commerce) has received all items required as conditions for closure of the site referenced above. This case is now listed as "closed" on the Commerce database and will be included on the Wisconsin Department of Natural Resources (WDNR) Geographic Information System (GIS) Registry of Closed Remediation Sites to address residual soil and groundwater contamination. It is in your best interest to keep all documentation related to the environmental activities that were conducted.

If residual contamination is encountered in the future, it must be managed in accordance with all applicable state and federal regulations. If it is determined that any remaining contamination poses a threat, the case may be reopened and further investigation or remediation may be required.

Thank you for your efforts to bring this case to closure. If you have any questions, please contact me in writing at the letterhead address or by telephone at (414) 220-5361.

Sincerely,

A handwritten signature in black ink that reads "Monica L. Weis". The signature is written in a cursive, flowing style.

Monica L. Weis
Hydrogeologist
Site Review Section

cc: Mr. Robert Herubin, NRP Environmental Consultants, Inc.
Case File



August 10, 2005

Mr. William Springer
Lakeshore Oil & Tire Co., Inc.
P.O. Box 876
Manitowoc, WI 54221-0876

RE: **Conditional Case Closure**

Commerce # 53081-4729-17 WDNR BRRTS # 03-60-150965
Unimart Hwy 28, 2117 Indiana Ave., Sheboygan

Dear Mr. Springer:

The Wisconsin Department of Commerce (Commerce) has reviewed the request for case closure prepared by your consultant, NRP Environmental Consultants, Inc., for the site referenced above. It is understood that residual soil and groundwater contamination remains on site. Commerce has determined that this site does not pose a significant threat to the environment and human health. No further investigation or remedial action is necessary.

The following condition must be satisfied to obtain final closure:

- All site monitoring wells must be properly abandoned and the appropriate documentation forwarded to Commerce at the letterhead address.

This letter serves as your written notice of "no further action". Timely filing of your final PECFA claim (if applicable) is encouraged. If your claim is not received within 120 days of the date of this letter, interest costs incurred after 60 days of the date of this letter will not be eligible for PECFA reimbursement.

Thank you for your efforts to protect and restore Wisconsin's environment. If you have any questions, please contact me in writing at the letterhead address or by telephone at (414) 220-5402.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen D. Mueller". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Stephen D. Mueller
Hydrogeologist
Site Review Section

cc: Mr. Steven Bouc, NRP Environmental Consultants, Inc.
Case File

SOURCE PROPERTY (S)

12 00

SPECIAL WARRANTY DEED

191439

STATE OF WISCONSIN)
COUNTY OF SHEBOYGAN)

KNOW ALL MEN BY THESE PRESENTS: That NATIONAL LIFE INSURANCE COMPANY, a Vermont corporation, with offices in Montpelier, Vermont, herein called "Grantor", hereby conveys to UNION OIL COMPANY OF CALIFORNIA, a California corporation, with an office in Palatine, Cook County, Illinois, herein called "Grantee", for the sum of Ten Dollars (\$10.00) cash and other good and valuable consideration in hand paid, the receipt whereof is hereby acknowledged, the following described parcel of land situated in Sheboygan County, Wisconsin, to-wit:

Lots Thirty-one (31) and Thirty-two (32) in Block Two (2) of Koerner Land Company's Sub-division to the City of Sheboygan, County of Sheboygan, State of Wisconsin.

Together with all buildings and improvements thereon and all rights-of-way or use, servitudes, licenses, easements, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Subject to covenants, conditions, restrictions, reservations, rights, rights-of-way, highways and easements, if any, of record.

And the said Grantor does hereby, for itself and its successors, covenant with the said Grantee, its successors and assigns, that the conveyed premises are free from all encumbrances made or suffered by Grantor, and that Grantor will, and its successors shall, warrant and defend the same to the said Grantee, its successors and assigns, forever, against the lawful claims and demands of all persons whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

In witness whereof, NATIONAL LIFE INSURANCE COMPANY has caused these presents to be signed in its corporate name by its Vice President

This instrument prepared by _____ an attorney for UNION OIL COMPANY OF CALIFORNIA, 200 East Golf Road, Palatine, Illinois 60067.

and Assistant Secretary and its corporate seal to be affixed hereto
this 3rd day of December, 1975.

Signed and Sealed in
Presence of:

Verne C. Lapierre
Beatrice Olmstead
Beatrice Olmstead

NATIONAL LIFE INSURANCE COMPANY
By [Signature]
Vice President

ATTEST:
[Signature]
Assistant Secretary
M. R. Crossett

STATE OF VERMONT)
)
COUNTY OF WASHINGTON)

On this 3rd day of December, 1975, before me,
the undersigned officer, personally appeared Ray E. Blazier
and M. R. Crossett, who acknowledged themselves to be a
Vice President and an Assistant Secretary, respectively, of NATIONAL
LIFE INSURANCE COMPANY, a Vermont corporation, and that they, as
such Vice President and Assistant Secretary, respectively, being
authorized so to do, executed the foregoing instrument for the pur-
poses therein contained, by signing the name of the corporation
themselves as Vice President and Assistant Secretary, respectively.

IN WITNESS WHEREOF, I have hereunto set my hand and official
seal the day and year first above set forth.



My commission expires:
February 10, 1977

Beatrice Olmstead
Notary Public in and for
Washington County, Vermont
Beatrice Olmstead

REGISTER'S OFFICE
SHERBORN, VERMONT
29th
Jan 76 11:40
767
427/2

Cancellation of Lease Agreement
(Lease to Union)

Union Oil Company of California

MICHAEL E. BUENIN
ATTORNEY AT LAW
200 E. GOLF RD., PALATKAH
ILLINOIS

UNION 76 991940

WHEREAS, on the 18th day of October 19 55 a certain written lease agreement was made and entered into by and between NATIONAL LIFE INSURANCE COMPANY, a corporation of Vermont as lessor, and Union Oil Company of California, a California corporation, or its predecessor in title, as lessee, covering certain premises situated in the City of Sheboygan and State of Wisconsin described as follows:

Lots Thirty-one (31) and Thirty-two (32) in Block Two (2) of Koerner Land Company's Sub-division to the City of Sheboygan, County of Sheboygan, State of Wisconsin.

Subject to easements and restrictions of record.

REGISTER'S OFFICE
SHEBOYGAN COUNTY, WISCONSIN

Received for Record the 29th day of Jan. A. D. 1976 at 11:40 o'clock A. M. and Recorded in Vol 767 of Records on page 429/30
Harriet M. ...

REC-57928447 K00003.00 JR

said lease agreement being recorded in Vol. 5 of Contracts page 421/4 in the office of the Recorder or Register of Sheboygan County, Wisconsin and

WHEREAS, the term of said lease agreement, and any amendments thereof or supplements thereto, has not expired, but it is mutually desired to cancel and terminate same as hereinafter set out.

NOW, THEREFORE, in consideration of One Dollar cash in hand paid by each party to the other, and other good and valuable considerations, receipt of which is hereby acknowledged, the undersigned parties in and/or having the present interests in said lease agreement, and any amendments thereof or supplements thereto, do hereby mutually agree that the same shall be and hereby is cancelled and terminated as of the 30th day of November 19 75

and from and after such date of cancellation and termination each party shall be released and discharged of all further obligations thereunder, but such cancellation and termination shall not release or discharge any party from any obligations that have accrued thereunder prior to such cancellation and termination.

The Recorder or Register of the aforesaid County and State is hereby authorized and directed to receive and discharge the aforesaid lease agreement, and any amendments thereof or supplements thereto, on the records in his office.

WITNESS the execution hereof on this the 26th day of November 19 75
Signed and acknowledged in the presence of
Verna C. Imperial
Beatrice Olmstead
By Roy B. Glazier
Vice President
ATTEST:
M. R. Crossett
Assistant Secretary

Signed and acknowledged in the presence of:
PAUL GRASCH
SHERRILL S. MANGELS
Union Oil Company of California
By R. J. WALTERS
Vice President



VOL 767 PAGE 429

1976 JAN 29 AM 11 40

ACKNOWLEDGMENT OF LESSOR

STATE OF VERMONT)
)
COUNTY OF WASHINGTON)

On this 3rd day of December, 1975, before me, the undersigned officer, personally appeared Roy B. Glazier and M. R. Crossett, who acknowledged themselves to be a Vice President and an Assistant Secretary, respectively, of NATIONAL LIFE INSURANCE COMPANY, a Vermont corporation, and that they, as such Vice President and Assistant Secretary, respectively, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation themselves as Vice President and Assistant Secretary, respectively.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above set forth.



Beatrice Olmstead
Notary Public in and for
Washington County, Vermont
Beatrice Olmstead

My commission expires:

February 10, 1979

ACKNOWLEDGMENT OF LESSEE

STATE OF ILLINOIS
COUNTY OF COOK) ss

R. J. WALSH

I, the undersigned, a Notary Public in and for said county, do hereby certify that

R. J. WALSH personally known to me to be

of UNION OIL COMPANY OF CALIFORNIA, and personally known to me to be the same person whose name is subscribed

to the foregoing instrument, appeared before me this day in person and acknowledged that as such

R. J. WALSH he signed and delivered the said instrument as his free and voluntary act and the free and voluntary act of said UNION OIL COMPANY OF CALIFORNIA for the uses and purposes therein set forth, and that he was duly authorized to execute and deliver the same as aforesaid.

Given under my hand and official seal this 26th day of November, 1975

John A. [Signature]
Notary Public

My commission expires:

SPECIAL WARRANTY DEED

391941

STATE OF WISCONSIN)
) TRANSFER
COUNTY OF SHEYBOGAN) \$ 12.00
 T.F.F.

KNOW ALL MEN BY THESE PRESENTS:

That UNION OIL COMPANY OF CALIFORNIA, a California corporation, with an office at 200 East Golf Road, Palatine, Cook County, Illinois, herein called "Grantor", hereby conveys to GSSERT OIL COMPANY, INC., a Wisconsin corporation, of Sheboygan, Wisconsin, herein called "Grantee", for the sum of Ten Dollars (\$10.00) cash and other good and valuable consideration in hand paid, the receipt whereof is hereby acknowledged, the following described parcel of land situated in Sheboygan County, Wisconsin, to-wit:

Lots Thirty-one (31) and Thirty-two (32) in Block Two (2) of Koerner Land Company's Sub-division to the City of Sheboygan, County of Sheboygan, State of Wisconsin.

\$\$\$ 52982547 100003.00 J
\$\$\$ 42288547 600012.00 TF

Subject to any and all restrictions, covenants, conditions, zoning ordinances, rights-of-way, highways and easements of record, if any, affecting said land.

And the said Grantor does hereby, for itself and its successors, covenant with the said Grantee, its successors and assigns, that the conveyed premises are free from all encumbrances made or suffered by Grantor, and that Grantor will, and its successors shall, warrant and defend the same to the said Grantee, its successors and assigns, forever, against the lawful claims and demands of all persons whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, UNION OIL COMPANY OF CALIFORNIA has caused these presents to be signed in its corporate name by a Vice President

This instrument prepared by MICHAEL E. RIFKIN, an attorney for UNION OIL COMPANY OF CALIFORNIA, 200 East Golf Road, Palatine, Illinois 60067.

1916 JAN 29 AM 11 41

AFFECTED PROPERTY

UNOFFICIAL CO

Item 10.

1668292

SHEBOYGAN COUNTY, WI
RECORDED ON

01/17/2003 04:00PM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 11.00
TRANSFER FEE:

STAFF ID 6
TRANS # 13382

OF PAGES: 1

MORTGAGE, RELEASE,
SATISFACTION AND DISCHARGE

Project #: 472WFHM
Loan #: 472-0126118

WTRMS02-3 01/03/03



* 4 7 2 - 0 1 2 6 1 1 8 *
Investor Loan #: 12252002
Property Address:
1211 S 22ND ST
SHEBOYGAN, WI 53081

MORTGAGE RELEASE, SATISFACTION, AND
DISCHARGE

IN CONSIDERATION of the payment and full satisfaction of all indebtedness secured by that certain Mortgage described below, WELLS FARGO HOME MORTGAGE, INC., whose address is 3476 STATEVIEW ROAD, MAC X7801-033, FORT MILL, SC 29715, being the present legal owner of said indebtedness and thereby entitled and authorized to receive said payment, does hereby release, satisfy, and discharge said Mortgage in full and does hereby consent that the same be canceled and discharged of record.

This space for Recorder's Use Only

When Recorded Return To:
DOCK, LLC
1111 ALDERMAN DR., SUITE 350
ALPHARETTA, GA 30005
770-753-4373

PIN Tax ID #: 59281511900

Borrower(s): GIAN F. DECARBONACONTI AND ROXANNE M. DECARBONACONTI
Original Mortgage: WELLS FARGO HOME MORTGAGE, INC.

Loan Amount: \$90,750

Recording Date: 04-05-2002

Book: NA

Date of Mortgage: 03-28-2002

Page: NA

Instrument #: 1633307

Legal Description: ALL OF LOT THIRTY (30) AND THE NORTH 10' OF LOT TWENTY-NINE (29), BLOCK 2, KOERNER LAND COMPANYS SUBDIVISION, CITY OF SHEBOYGAN, ACCORDING TO THE RECORDED PLAT THEREOF.

Comments:

and recorded in the official records of SHEBOYGAN County, State of Wisconsin affecting Real Property and more particularly described on said Mortgage referred to herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on this date of 1/15/2003.

WELLS FARGO HOME MORTGAGE, INC.

Witness: RG
RENEE GAGLIONE

Witness: SS
SUE SNYDER



DB
DONNA BENIO
VICE PRESIDENT

J
JENNIFER BENIO
ASSISTANT SECRETARY

State of GA
County of FULTON

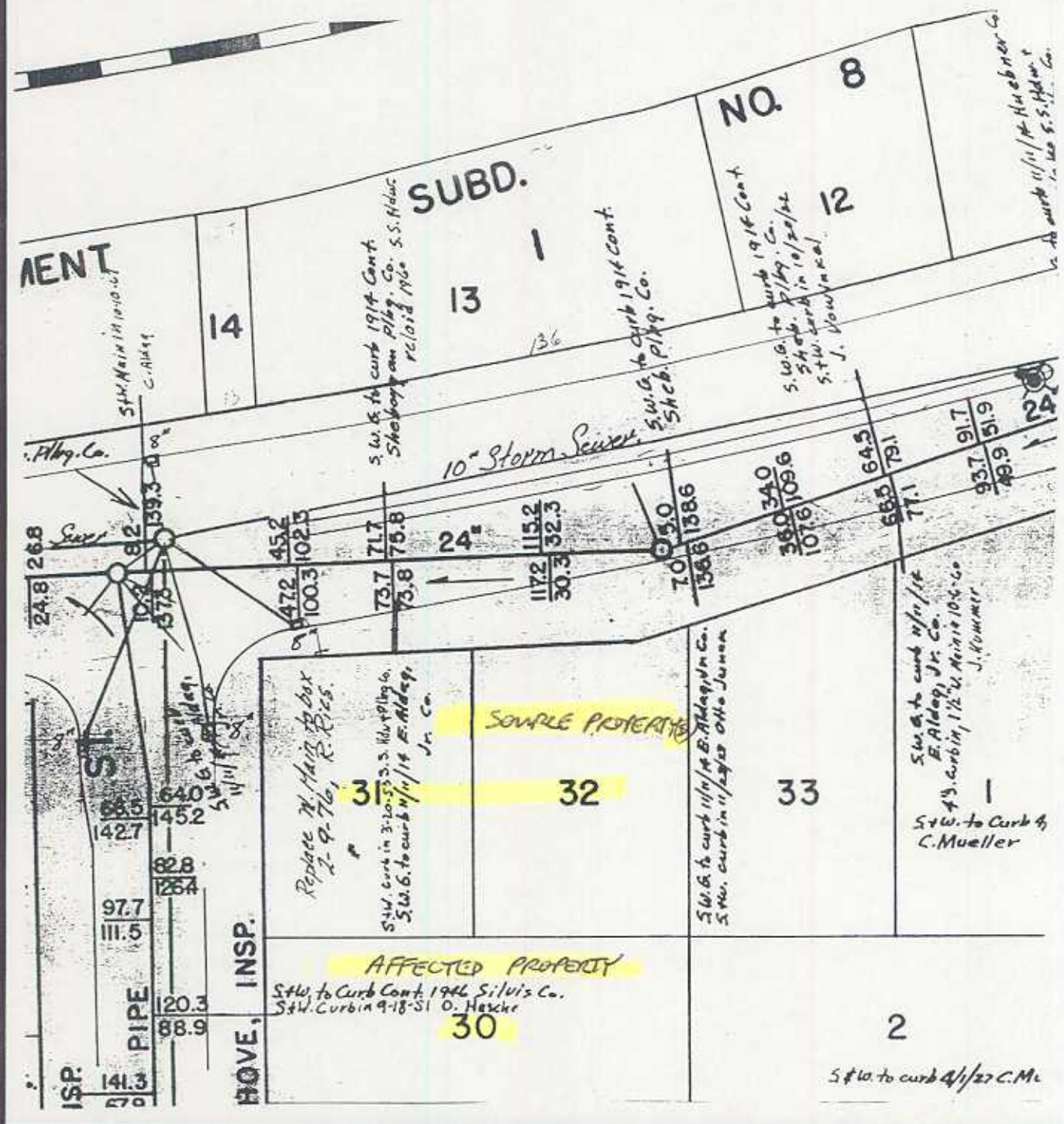
On this date of 1/15/2003, before me, the undersigned authority, a Notary Public duly commissioned, qualified and acting within and for the aforementioned State and County, personally appeared the within named DONNA BENIO and JENNIFER BENIO, known to me (or identified to me on the basis of satisfactory evidence) that they are the VICE PRESIDENT and ASSISTANT SECRETARY respectively of WELLS FARGO HOME MORTGAGE, INC., and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and on behalf of said corporation and that said corporation executed the same, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

Witness my hand and official seal on the date hereinabove set forth.

UD
Notary Public: USHA DALMIA
My Commission Expires: 09-15-2006

Document Drafted and Prepared By:
RONALD E. MEHARG

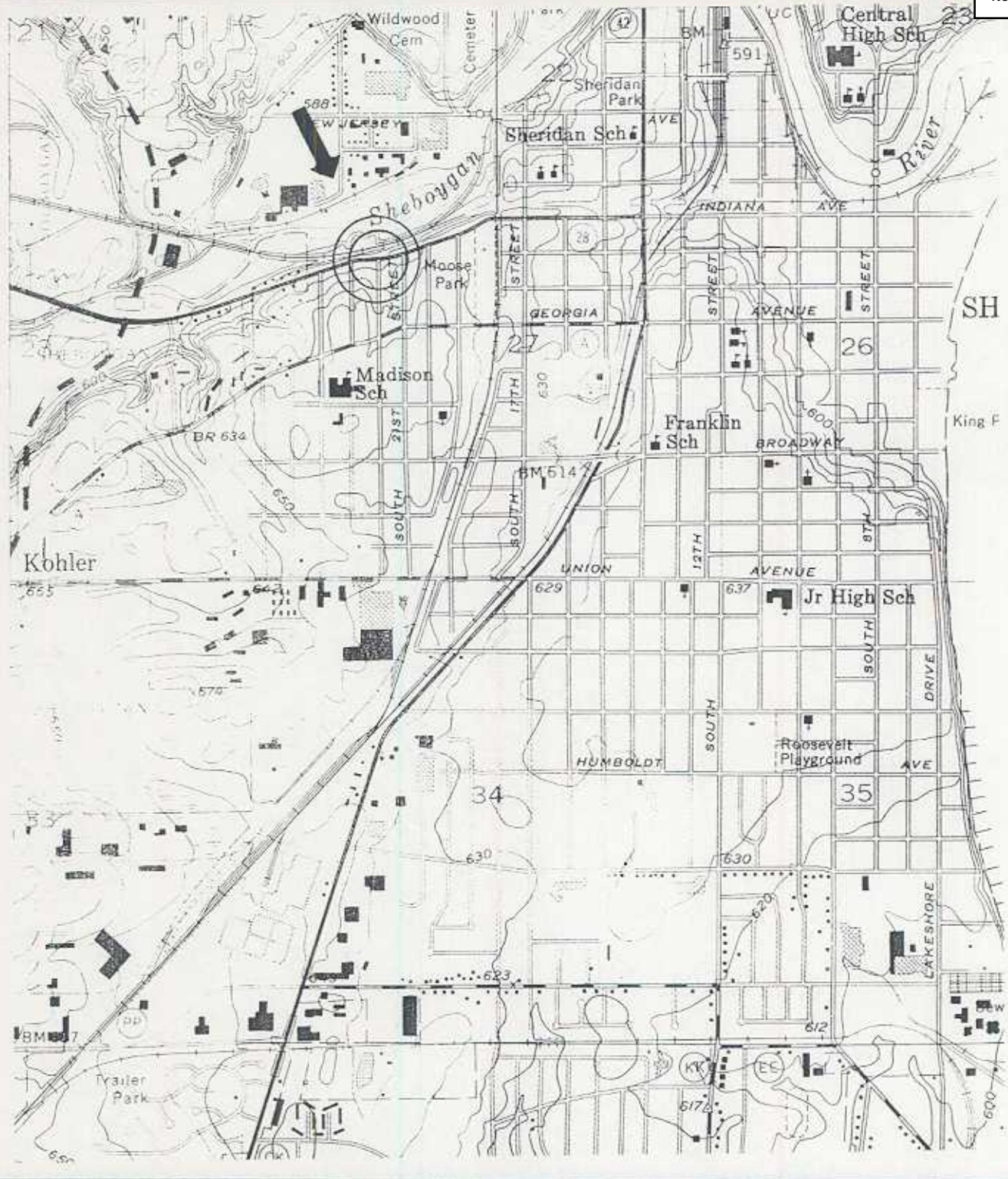




ENVIRONMENTAL ASSESSMENTS, INC.

Project/Client
 CITY OF SHEBOYGAN
 UTILITIES & PLAT MAP
 (City of Sheboygan Planning Commission)

Figure No.	2
Drawn By	VAF
Scale	8000
Project No.	



**ENVIRONMENTAL
ASSESSMENTS,

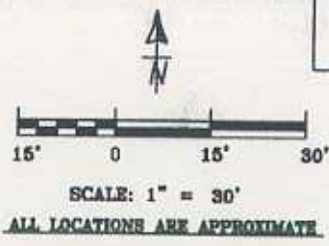
INC.**

Project/Client

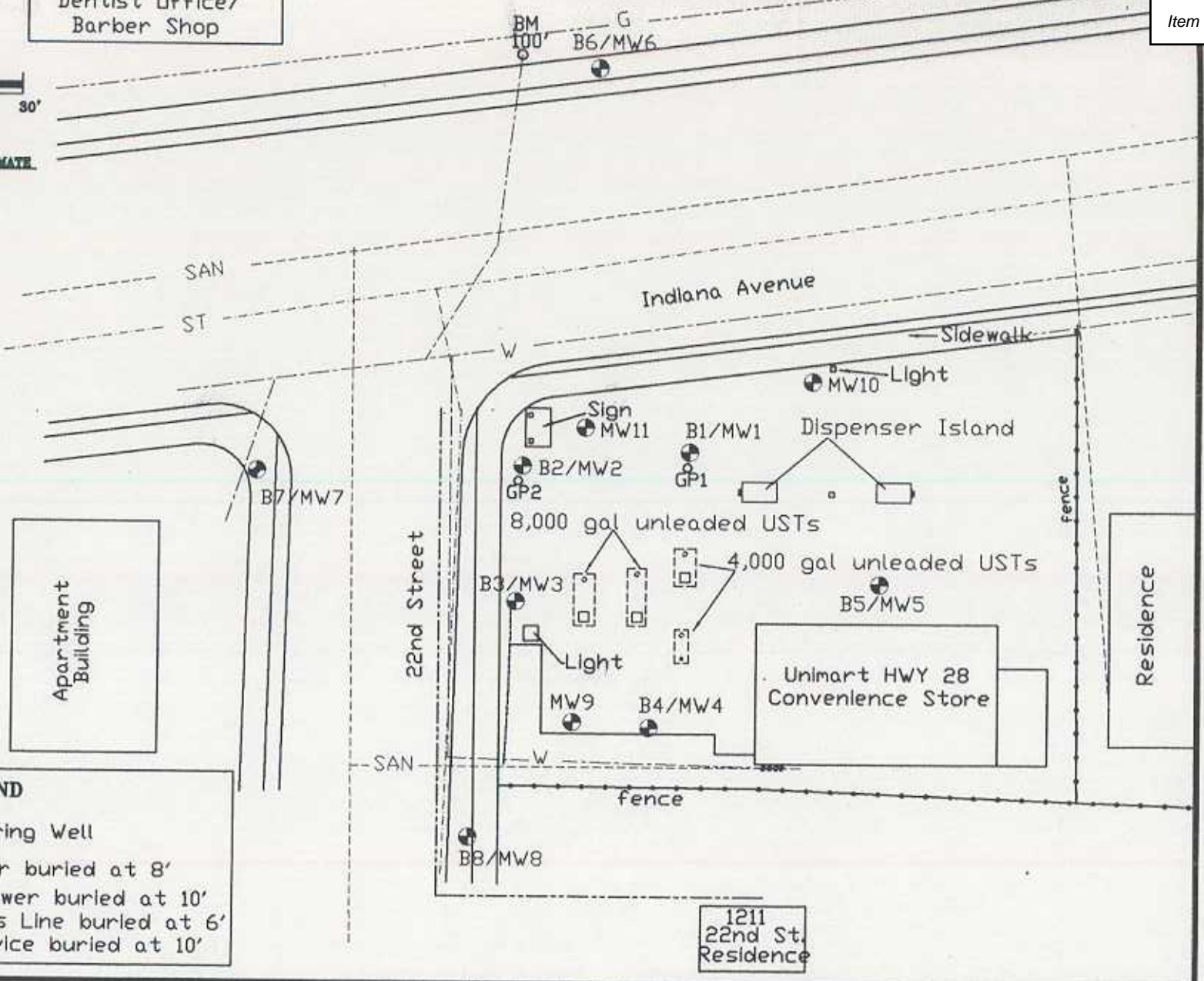
**SITE LOCATION MAP
UNIMART-HWY 28
2117 INDIANA AVENUE
SHEBOYGAN, WISCONSIN**

(Map source 7.5 Minute series USGS
Topographic Map of Sheboygan)

Figure No.	1
Drawn By	BAB
Scale	1" = 1,500 ft
Project No.	60023010497



Dentist Office/
Barber Shop



LEGEND

- B4/MW4 ● Monitoring Well
- Storm Sewer buried at 8'
- Sanitary Sewer buried at 10'
- Natural Gas Line buried at 6'
- Water Service buried at 10'

1211
22nd St.
Residence

NRP ENVIRONMENTAL CONSULTANTS, INC.

Figure 2: Site Detail Map

Unimart Hwy 28 Sheboygan, WI

ID#unimart-plot

TABLE I
SUMMARY OF GROUNDWATER ANALYSIS RESULTS AND GROUNDWATER ELEVATIONS

MW-1	GROUND ELEVATION 98.94'			TOP OF SCREEN ELEV 93.95'			TOP OF PVC ELEVATION 98.63'		
Date	Benzene	Ethyl Benzene	Toluene	Total Xylenes	MTBE	Total TMB	Naphtalene	Depth to GW	GW Elevation
06/09/98	3950	1470	289	12550	2450	2667	635	13.51'	85.12'
02/25/99	2900	1500	4500	17000	1400	4700	1100	12.96'	85.67'
12/02/99	3400	910	810	9100	2200	2120	400	13.30'	85.53'
02/28/00	2200	1000	130	10000	1300	2360	--	13.63'	85.00'
08/29/00	2200	1200	140	9200	1300	2430	600	13.25'	85.38'
01/02/01	2100	2100	180	19000	900	6100	--	13.23'	85.40'
05/15/01	2800	1300	1100	12500	1200	2630	520	11.98'	86.65'
11/15/01	1800	1300	80	13000	630	3600	770	13.20'	85.43'
04/04/02	1800	1600	260	14000	650	3900	670	12.58'	86.05'
12/11/02	1400	1400	110	11400	590	3330	--	13.27'	85.36'
03/12/03	870	620	110	5910	360	2480	810	13.49'	85.14'
07/17/03	980	850	80	6700	400	2360	570	14.50'	84.13'
10/16/03	1100	860	79	7500	600	2790	750	13.40'	85.23'
01/12/04	640	300	63	2400	530	970	140	13.61'	85.02'
05/10/04	850	880	62	7300	530	2300	480	10.75'	87.88'
07/16/04	1000	840	86	5860	650	2030	490	13.20'	85.43'
04/04/05	940	1400	80	10600	560	3660	700	12.07'	85.56'
WDNR PAL	0.5	140	200	1000	12	96	8		
WDNR ES	5	700	1000	10000	60	480	40		

All results in ug/l (ppb)
TMB = Total trimethylbenzenes
WDNR PAL = WDNR 140 preventive action limit
WDNR ES = WDNR 140 enforcement standards
Numbers in bold indicate WDNR ES exceedance

TABLE I
SUMMARY OF GROUNDWATER ANALYSIS RESULTS AND GROUNDWATER ELEVATIONS

MW-2	GROUND ELEVATION 98.27'			TOP OF SCREEN ELEV 94.21'			TOP OF PVC ELEVATION 98.00'		
Date	Benzene	Ethyl Benzene	Toluene	Total Xylenes	MTBE	Total TMB	Napht-alene	Depth to GW	GW Elevation
12/31/97	3580	800	1540	9920	4470	1581	324		
06/09/98	4390	1740	1840	13740	2420	2822	461	12.69'	85.31'
02/25/99	3300	1600	850	14000	1700	2760	480	11.60'	86.40'
12/02/99	2900	1600	610	13000	1300	8900	670	13.30'	84.70'
02/28/00	2500	1600	340	12000	1300	2900	--	11.62'	86.38'
08/29/00	2600	1400	110	8900	1300	2470	570	13.17'	84.83'
01/02/01	2600	1700	200	14000	930	2900	--	12.87'	85.13'
05/15/01	2200	1800	270	16500	710	3170	710	12.71'	85.29'
11/15/01	2600	1700	220	14000	620	3420	760	12.84'	85.16'
04/04/02	2300	1900	320	17000	620	4200	740	12.05'	85.95'
12/11/02	2000	1600	150	11600	580	2990	--	12.33'	85.67'
03/12/03	1500	790	100	8780	440	2640	590	13.21'	84.79'
07/17/03	1300	910	100	6800	480	2140	490	13.50'	84.50'
10/16/03	1500	1100	170	8200	560	2510	570	13.18'	84.82'
01/12/04	1500	1400	100	11100	550	2870	650	12.22'	85.78'
05/10/04	1400	1400	120	8199	540	2770	690	10.39'	87.67'
07/16/04	1300	940	110	7400	490	2000	610	11.50'	86.50'
04/04/05	1500	1600	140	12300	560	3300	690	11.04'	86.96'
WDNR PAL	0.5	140	200	1000	12	96	8		
WDNR ES	5	700	1000	10000	60	480	40		

All results in ug/l (ppb)

TMB = Total trimethylbenzenes

WDNR PAL = WDNR 140 preventive action limit

WDNR ES = WDNR 140 enforcement standards

Numbers in bold indicate WDNR ES exceedance

TABLE I
SUMMARY OF GROUNDWATER ANALYSIS RESULTS AND GROUNDWATER ELEVATIONS

Date	GROUND ELEVATION 99.02'			TOP OF SCREEN ELEV 94.79'			TOP OF PVC ELEVATION 98.46'		
	Benzene	Ethyl Benzene	Toluene	Total Xylenes	MTBE	Total TMB	Napht-alene	Depth to GW	GW Elevation
12/31/97	4040	1250	7540	17040	3930	2738	591		
06/09/98	4100	1550	6530	16110	2160	3252	859	13.58'	84.88'
02/25/99	3200	1300	240	12000	1800	2730	460	12.74'	85.72'
12/02/99	3000	1600	4500	21000	1200	4400	670	12.29'	86.17'
02/28/00	2600	1600	4000	21000	1100	4500	--	12.83'	85.63'
08/29/00	2500	1700	3900	19900	780	4500	920	12.84'	85.62'
01/02/01	2500	1300	3100	27000	750	5400	--	13.20'	85.26'
05/15/01	2600	1500	3400	25600	690	4400	670	12.90'	85.56'
11/15/01	2600	1300	2500	23000	620	5900	1000	12.75'	85.71'
04/04/02	3100	1800	3200	24000	890	5900	910	11.78'	86.68'
12/11/02	2400	1700	2500	22000	510	4090	--	13.20'	85.26'
03/12/03	1500	1200	530	24000	290	5700	930	13.56'	84.90'
07/17/03	2000	1200	1900	16700	570	4800	1100	14.02'	84.44'
10/16/03	Not	Sampled						DRY	
01/12/04	350	320	110	16600	900	5600	930	12.88'	85.58'
05/10/04	1600	760	600	14500	780	3490	740	10.20'	88.26'
07/16/04	1700	890	920	15000	760	3720	820	12.50'	85.96'
04/04/05	1500	870	290	17300	740	4700	930	11.14'	87.32'
WDNR PAL	0.5	140	200	1000	12	96	8		
WDNR ES	5	700	1000	10000	60	480	40		

All results in ug/l (ppb)

TMB = Total trimethylbenzenes

WDNR PAL = WDNR 140 preventive action limit

WDNR ES = WDNR 140 enforcement standards

Numbers in bold indicate WDNR ES exceedance

TABLE I

SUMMARY OF GROUNDWATER ANALYSIS RESULTS AND GROUNDWATER ELEVATIONS

MW-4	GROUND ELEVATION 100.14'			TOP OF SCREEN ELEV 96.23'			TOP OF PVC ELEVATION 99.70'		
Date	Benzene	Ethyl Benzene	Toluene	Total Xylenes	MTBE	Total TMB	Naphtalene	Depth to GW	GW Elevation
12/31/97	289	45	605	3300	1580	728	57	--	--
06/09/98	443	344	363	2790	609	879	175	13.09'	86.61'
02/25/99	590	550	390	5200	770	1530	150	13.54'	86.16'
12/02/99	610	650	330	7400	570	1910	330	13.14'	86.56'
02/28/00	500	750	190	7600	610	2440	--	13.55'	86.15'
08/29/00	500	600	120	6000	570	1830	330	13.73'	85.97'
01/02/01	Well not accessible								
05/15/01	290	380	160	4800	340	1580	240	13.13'	86.57'
11/15/01	420	520	82	6200	350	2090	320	12.75'	86.95'
04/04/02	340	470	50	4300	340	1810	210	13.04'	86.66'
12/11/02	620	530	120	6700	1000	2380	--	13.33'	86.37'
03/12/03	100	250	12	2410	97	1860	180	13.55'	86.15'
07/17/03	540	580	82	5600	1000	2590	410	14.85'	84.85'
10/16/03	Not	Sampled						DRY	
01/12/04	Under	ice							
05/10/04	300	290	46	3300	740	1450	230	10.42'	89.28'
07/16/04	250	200	17	2100	720	910	190	11.28'	88.42'
04/04/05	150	130	10	2120	560	1000	130	10.32'	89.38'
WDNR PAL	0.5	140	200	1000	12	96	8		
WDNR ES	5	700	1000	10000	60	480	40		

All results in µg/l (ppb)

TMB = Total trimethylbenzenes

WDNR PAL = WDNR 140 preventive action limit

WDNR ES = WDNR 140 enforcement standards

Numbers in bold indicate WDNR ES exceedance

TABLE I
SUMMARY OF GROUNDWATER ANALYSIS RESULTS AND GROUNDWATER ELEVATIONS

MW-5	GROUND ELEVATION 100.71'			TOP OF SCREEN ELEV 96.29'			TOP OF PVC ELEVATION 100.29'		
Date	Benzene	Ethyl Benzene	Toluene	Total Xylenes	MTBE	Total TMB	Napht-alene	Depth to GW	GW Elevation
12/31/97	<0.4	<0.2	<0.4	0.3	<1.2	<0.5	0.7	--	--
06/09/98	<0.5	<0.6	<0.6	<1.7	<0.92	<1.7	--	10.87'	89.42'
02/25/99	<0.32	<0.34	<0.35	<1	54	<0.64	--	10.72'	89.57'
12/02/99	<0.32	<0.34	<0.35	<1	50	<0.64	--	12.61'	87.68'
02/28/00	<0.32	<0.34	<0.35	<1	41	<0.64	--	12.46'	87.83'
08/29/00	<0.32	<0.34	<0.35	<1	30	<0.64	--	11.51'	88.78'
01/02/01	<0.32	<0.34	<0.35	<1	38	<0.64	--	12.57'	87.72'
05/15/01	<0.21	<0.22	<0.41	<0.43	19	<0.34	--	9.79'	90.50'
04/04/02	<0.43	<0.49	<0.63	<1.5	22	0.42	<1.4	9.56'	90.73'
07/17/03	<0.3	<0.6	<0.58	<1.2	<0.58	<0.66	<0.58	14.85'	85.44'
10/16/03	<0.3	<0.6	<0.58	<1.2	<0.58	<0.66	<0.58	14.60'	85.69'
05/10/04	Not	Sampled							
07/16/04	<0.14	<0.40	<0.36	<1.10	<0.36	<0.79	<0.47	--	--
04/04/05	<0.14	<0.40	<0.36	<1.10	9.7	<0.79	<0.47	8.02'	92.27'
WDNR PAL	0.5	140	200	1000	12	96	8		
WDNR ES	5	700	1000	10000	60	480	40		

All results in µg/l (ppb)
TMB = Total trimethylbenzenes
WDNR PAL = WDNR 140 preventive action limit
WDNR ES = WDNR 140 enforcement standards
Numbers in bold indicate WDNR ES exceedance

TABLE I

SUMMARY OF GROUNDWATER ANALYSIS RESULTS AND GROUNDWATER ELEVATIONS

MW-6	GROUND ELEVATION 98.02'			TOP OF SCREEN ELEV 93.82'			TOP OF PVC ELEVATION 97.61'		
Date	Benzene	Ethyl Benzene	Toluene	Total Xylenes	MTBE	Total TMB	Napht-alene	Depth to GW	GW Elevation
12/11/02	0.62	<0.82	<0.68	<1.7	2.8	<0.94	--	13.70'	83.91'
03/12/03	<0.45	<0.82	<0.68	<1.7	180	<0.94	<0.89	13.15'	84.46'
07/17/03	<0.41	<0.54	<0.67	<1.8	18	<0.97	<0.74	17.25'	80.36'
10/16/03	<0.3	<0.6	<0.58	<1.2	240	<0.66	<0.58	17.15'	80.46'
01/12/04	<0.3	<0.6	<0.58	<1.2	300	<0.66	<0.58	13.00'	84.61'
05/10/04	<0.14	<0.40	<0.36	<1.10	59	<0.79	<0.47	11.98'	85.63'
07/16/04	<0.14	<0.40	<0.36	<1.10	0.86	<0.79	<0.47	13.44	84.17'
04/04/05	Not	Sampled						DRY	<83.61
WDNR PAL	0.5	140	200	1000	12	96	8		
WDNR ES	5	700	1000	10000	60	480	40		

MW-7	GROUND ELEVATION 96.98'			TOP OF SCREEN ELEV 92.78'			TOP OF PVC ELEVATION 96.54'		
Date	Benzene	Ethyl Benzene	Toluene	Total Xylenes	MTBE	Total TMB	Napht-alene	Depth to GW	GW Elevation
12/11/02	<0.45	<0.82	<0.68	<1.7	54	<0.94	--	12.76'	83.78'
03/12/03	<0.45	<0.82	<0.68	<1.7	100	<0.94	<0.89	13.26'	83.28'
07/17/03	<0.41	<0.54	<0.67	<1.8	66	<0.97	<0.74	15.25'	81.29'
10/16/03	<0.3	<0.6	<0.58	<1.2	170	<0.66	<0.58	12.70'	83.84'
01/12/04	<0.3	<0.6	<0.58	<1.2	1	<0.66	<0.58	12.05'	84.49'
05/10/04	<0.14	<0.40	<0.36	<1.10	<0.36	<0.79	<0.47	9.80'	86.74'
07/16/04	<0.14	<0.40	<0.36	<1.10	<0.36	<0.79	<0.47	11.76'	84.78'
04/04/05	<0.14	<0.40	<0.36	<1.10	<0.36	<0.79	<0.47	10.88'	85.66'
WDNR PAL	0.5	140	200	1000	12	96	8		
WDNR ES	5	700	1000	10000	60	480	50		

All results in µg/l (ppb)

TMB = Total trimethylbenzenes

WDNR PAL = WDNR 140 preventive action limit

WDNR ES = WDNR 140 enforcement standards

Numbers in bold indicate WDNR ES exceedance

TABLE 1

SUMMARY OF GROUNDWATER ANALYSIS RESULTS AND GROUNDWATER ELEVATIONS

MW-8	GROUND ELEVATION 100.09'			TOP OF SCREEN ELEV 95.89'			TOP OF PVC ELEVATION 99.70'		
Date	Benzene	Ethyl Benzene	Toluene	Total Xylenes	MTBE	Total TMB	Napht-alene	Depth to GW	GW Elevation
12/11/02	1.5	2.9	<0.68	6.8	4.9	<0.94	--	14.20'	85.50'
03/12/03	<0.45	<0.82	<0.68	<1.7	35	<0.94	<0.89	13.78'	85.92'
07/17/03	<0.41	<0.54	<0.67	<1.8	68	<0.97	<0.74	14.75'	84.95'
10/16/03	<0.3	<0.6	<0.58	<1.2	170	<0.66	<0.58	14.44'	85.26'
01/12/04	<0.3	<0.6	<0.58	<1.2	22	<0.66	<0.58	14.00'	85.70'
05/10/04	1.5	1.1	<0.36	13.7	15	1.6	0.67	11.00'	88.70'
07/16/04	<0.14	<0.40	<0.36	<1.10	60	<0.79	<0.47	12.82'	86.88'
04/04/05	<0.14	<0.40	<0.36	<1.10	13	0.45	<0.47	12.74'	86.96'
WDNR PAL	0.5	140	200	1000	12	96	8		
WDNR ES	5	700	1000	10000	60	480	50		

MW-9	GROUND ELEVATION 98.84'			TOP OF SCREEN ELEV 83.84'			TOP OF PVC ELEVATION 99.43'		
Date	Benzene	Ethyl Benzene	Toluene	Total Xylenes	MTBE	Total TMB	Napht-alene	Depth to GW	GW Elevation
05/10/04	68	42	230	380	71	21.2	3.4	11.22'	88.21'
07/16/04	100	57	230	530	140	21.2	2.7	13.58'	85.85'
04/04/05	70	55	220	450	71	16.2	1.5	11.06'	88.37'
WDNR PAL	0.5	140	200	1000	12	96	8		
WDNR ES	5	700	1000	10000	60	480	50		

All results in $\mu\text{g/l}$ (ppb)

TMB = Total trimethylbenzenes

WDNR PAL = WDNR 140 preventive action limit

WDNR ES = WDNR 140 enforcement standards

Numbers in bold indicate WDNR ES exceedance

TABLE I

SUMMARY OF GROUNDWATER ANALYSIS RESULTS AND GROUNDWATER ELEVATIONS

MW-10	GROUND ELEVATION 98.79'			TOP OF SCREEN ELEV 83.79'			TOP OF PVC ELEVATION 98.17'		
Date	Benzene	Ethyl Benzene	Toluene	Total Xylenes	MTBE	Total TMB	Napht-alene	Depth to GW	GW Elevation
05/10/04	240	<4.0	<3.6	<11.0	980	<7.9	<4.7	11.90'	86.27'
07/16/04	220	<2.0	<1.8	<5.5	550	<4.0	<2.3	13.02'	85.15'
04/04/05	26	<0.40	<0.36	<1.10	100	<0.79	<0.47	10.98'	87.19'
WDNR PAL	0.5	140	200	1000	12	96	8		
WDNR ES	5	700	1000	10000	60	480	50		

MW-11	GROUND ELEVATION 97.97'			TOP OF SCREEN ELEV 82.97'			TOP OF PVC ELEVATION 97.59''		
Date	Benzene	Ethyl Benzene	Toluene	Total Xylenes	MTBE	Total TMB	Napht-alene	Depth to GW	GW Elevation
05/10/04	290	240	62	1500	150	33.6	2.1	11.14'	86.45'
07/16/04	170	88	14	480	110	5.5	0.54	12.82'	84.77'
04/04/05	480	620	72	4300	360	89	<4.7	12.45'	85.14'
WDNR PAL	0.5	140	200	1000	12	96	8		
WDNR ES	5	700	1000	10000	60	480	50		

All results in µg/l (ppb)

TMB = Total trimethylbenzenes

WDNR PAL = WDNR 140 preventive action limit

WDNR ES = WDNR 140 enforcement standards

Numbers in bold indicate WDNR ES exceedance

Unimart HWY 28
Summary of Field Inorganic/Biological Parameters

Item 10.

Well ID	Date	Temperature Celsius	Dissolved Oxygen (mg/L)	Nitrate mg/L	Ferrous Iron mg/L	Sulfate mg/L	pH
MW1							
	06/08/98						6.9
	02/25/99	10.5	0.24	1.5	5.6	0	6.9
	12/02/99	13.7	0.42	4.1	0	5.1	6.8
	02/28/00				8.1		
	08/29/00			3.5	0	6	6.8
	01/02/01			5.4	0	3.7	6.9
MW2							
	06/08/98	10	0.44	3.7	3	7	6.8
	02/25/99	9.7	0.23	2.1	2.6	<3	6.9
	12/02/99	14.2	0.54	2.8	0	3.1	6.7
	02/28/00	10.2		6.6	0	3.3	6.7
	08/29/00	13.9	1.21	4.5	0	3.2	6.7
	01/02/01	12.3	0.81	4.2	0	3.1	6.7
MW3							
	06/08/98				3.6	7	6.9
	02/25/99				3.8		7
	12/02/99	10.3		2.1	0	4.3	6.9
	02/28/00						
	08/29/00	14	0.28	3.8	0	4.2	6.8
	01/02/01			6.7	0	3.6	6.9
MW4							
	06/08/98			5.4	3.2		7
	02/25/99				4.3		6.8
	12/02/99	13.3	0.5	2.3	2.6	25	6.8
	02/28/00			2.6			
	08/29/00						
	01/02/01						
MW5							
	06/08/98	10.8	1.67	4.5	0.5	37	7
	02/25/99	10.2	7	3	<0.3	28	7
	12/02/99	13.4	2.72	3.6	0.3	25	6.9
	02/28/00	10.3	8.59	3.3	18	0	7
	08/29/00	14	3.16	3.9	26	0.6	6.9
	01/02/01	12.2	4.93	3.7	24	0	7

Soil Boring Sampling Summary

Boring ID	Sample ID	Sample Depth Below Surface (ft)	PID Reading ppm	Petroleum Odor	GRO ppm	TCLP Lead ppb
May 5, 1997						
GP1	GP1-2	2.0 - 4.0	209	Slight	133	**
GP2	GP2-1	0.0 - 4.0	948	Strong	866	**
October 14, 1997						
SB1	SB1-4	7.5 - 9.5	98	Slight	9.5	<29
SB1	SB1-7	15 - 17	102	Slight	14	**
SB2	SB2-4	7.5 - 9.5	67	Strong	15	<29
SB2	SB2-7	15 - 17	78	Slight	22	**
SB3	SB3-4	7.5 - 9.5	74	Strong	56	**
SB4	SB4-4	7.5 - 9.5	18	None	1	**
SB4	SB4-6	12.5 - 14.5	164	None	5.8	**
SB5	SB5-4	7.5 - 9.5	7.2	None	<0.65	**
December 4, 2002						
B6	B6 8-10	8-10	0.4	None	<3.0	
B7	B7 8-10	8-10	0.4	None	<3.0	
B8	B8 8-10	8-10	0.4	None	<3.1	

Soil Sampling Summary from Site Upgrades

Boring ID	Sample ID	Sample Depth Below Surface (ft)	PID Reading ppm	Petroleum Odor	GRO ppm	TCLP Lead ppb
June 24, 1998						
Trench	TR-EAST 2.5'	2.5	183	Strong	37	**
Trench	TR-WEST 2.5'	2.5	203	Strong	5.2	**
Trench	TR-MID 2.5'	2.5	33	Slight	33	**
October 14, 1997						
Soilpile	SP #1	**	670	Strong	543	**

Notes:

** = Sample not analyzed for this parameter

PID readings are in isobutylene equivalents

ppm = parts per million

GRO = WDNR modified gasoline range organics

DRO = WDNR modified diesel range organics

< values indicate levels less than the laboratory method detection limits

Shaded values indicate NR 720 RCL exceedances

SOIL PVOC SAMPLING RESULTS

Sample ID	Date	Depth of Sample	Benzene	Ethyl-benzene	1,2 DCA	Methyl-tert-butyl-ether	Naphthalene	Trimethyl-benzenes	Total Xylenes
SB1-4	10/14/97	7.5 - 9.5	256	440	<42	712	287	851	1,673
SB1-7	10/14/97	15 - 17	267	282	<42	317	209	1408	2,112
SB2-4	10/14/97	7.5 - 9.5	103	190	<42	794	345	1026	857
SB2-7	10/14/97	15 - 17	162	235	<42	319	361	1966	1,940
SB3-4	10/14/97	7.5 - 9.5	157	887	<42	564	1,820	7040	10,180
SB4-4	10/14/97	7.5 - 9.5	<30	83	<42	544	177	358	771
SB4-6	10/14/97	15 - 17	401	206	<42	766	147	403	1,404
SB5-4	10/14/97	7.5 - 9.5	<30	68	<42	<30	132	269	598
B6 8-10	12/02/02	8 - 10	<25	<25	NA	<25	<25	<25	<25
B7 8-10	12/02/02	8 - 10	<25	<25	NA	<25	<25	<25	<25
B8 8-10	12/02/02	8 - 10	<25	<25	NA	<25	<25	<25	<25
NR 720.19 Residual Contaminant Level			5.5	2,900	4.9	NE	NE	NE	4,100
NR 746.06 Table 1 Values			8,500	4,600	600	NE	2,700	94,000	42,000
NR 746.06 Table 2 Values			1,100	NE	540	NE	NE	NE	NE

Notes:

All results are in parts per billion

1,2 DCA = 1,2 Dichloroethane

Results in **Bold** indicate exceedence of NR 720.19 Values

NA = not analyzed

NE = not established

Summary of Detected Soil VOC Parameters

Item 10.

Analytical Parameter ppb	TR-EAST 2.5'	TR-WEST 2.5'	TR-MID 2.5'	SP #1	NR 720 RCL
Benzene	<45	20	<45	595	5.5
Ethylbenzene	532	39	544	2430	2900
Toluene	136	145	135	<42	1500
Total Xylenes	457	181	1261	17840	4100
1,2-Dichloroethane	<64	<13	<64	<127	4.9
n-Butylbenzene	564	27	783	**	NE
sec-Butylbenzene	<31	<6.2	<31	**	NE
Isopropylbenzene	189	<4.5	145	**	NE
p-Isopropyltoluene	<90	<18	<90	**	NE
Methyl tert butyl ether	<112	<22	<112	<223	NE
Naphthalene	1490	198	1480	**	NE
n-Propylbenzene	820	16	605	**	NE
Trichlorofluoromethane	<75	133	<75	**	
1,2,4-Trimethylbenzene	1230	65	2520	20400	NE
1,3,5-Trimethylbenzene	490	24	823	11400	NE

Notes:

ppb = parts per billion

< values indicate levels less than the laboratory method detection limits

NR 720 RCL = WDNR Residual Contaminant Level

NE = Not established

Bolded values indicate a higher method detection limit than RCL value

Shaded area indicate NR 720 RCL exceedance



Corporate Office & Laboratory
 1241 Bellevue Street, Suite 9, Green Bay, WI 54302
 920-469-2436, Fax: 920-469-8827
 www.enchem.com

Analytical Report Number: 846241

Client: ENVIRONMENTAL ASSESSMENTS

Lab Contact: Brian Basten

Project Name: UNI-MART HWY 28

Project Number:

Lab Sample Number	Field ID	Matrix	Collection Date
846241-001	B9-12	SOIL	05/04/04
846241-002	B10-12	SOIL	05/04/04
846241-003	B11-12	SOIL	05/04/04
846241-004	TB	METH	05/04/04

25'
bgs

Field ID : B9-12

Lab Sample Number : 846241-001

INORGANICS

Test	Result	LOD	LOQ	EQL	Dil.	Units	Code	Anl Date	Prep Method	Anl Method
Percent Solids	83.7				1	%		05/05/04	SM 2540G M	SM 2540G M

PVOC

Prep Date: 05/10/04

Analyte	Result	LOD	LOQ	EQL	Dil.	Units	Code	Anl Date	Prep Method	Anl Method
1,2,4-Trimethylbenzene	< 25	25	60		50	ug/kg		05/10/04	SW846 5030B	SW846 M8021
1,3,5-Trimethylbenzene	< 25	25	60		50	ug/kg		05/10/04	SW846 5030B	SW846 M8021
Benzene	< 25	25	60		50	ug/kg		05/10/04	SW846 5030B	SW846 M8021
Ethylbenzene	< 25	25	60		50	ug/kg		05/10/04	SW846 5030B	SW846 M8021
Methyl-tert-butyl-ether	< 25	25	60		50	ug/kg		05/10/04	SW846 5030B	SW846 M8021
Toluene	< 25	25	60		50	ug/kg		05/10/04	SW846 5030B	SW846 M8021
Xylene, o	< 25	25	60		50	ug/kg		05/10/04	SW846 5030B	SW846 M8021
Xylenes, m + p	< 50	50	120		50	ug/kg		05/10/04	SW846 5030B	SW846 M8021
a,a,a-Trifluorotoluene	102				1	%Recov		05/10/04	SW846 5030B	SW846 M8021

I certify that the data contained in this Final Report has been generated and reviewed in accordance with approved methods and Laboratory Standard Operating Procedure. Exceptions, if any, are discussed in the accompanying sample comments. Release of this final report is authorized by Laboratory management, as is verified by the following signature. Reported results shall not be reproduced, except in full, without the written approval of the lab. The sample results relate only to the analytes of interest tested.

Approval Signature

Date 5-12-04

En Chem Inc.

Analytical Report Number: 846241

1241 Bellevue Street
Green Bay, WI 54302
920-469-2436

Client : ENVIRONMENTAL ASSESSMENTS
Project Name : UNI-MART HWY 28
Project Number :
Field ID : B11-12

Matrix Type : SOIL
Collection Date : 05/04/04
Report Date : 05/11/04
Lab Sample Number : 846241-003

INORGANICS

Test	Result	LOD	LOQ	EQL	Dil.	Units	Code	Anl Date	Prep Method	Anl Method
Percent Solids	81.4				1	%		05/05/04	SM 2540G M	SM 2540G M

PVOC

Prep Date: 05/10/04

Analyte	Result	LOD	LOQ	EQL	Dil.	Units	Code	Anl Date	Prep Method	Anl Method
1,2,4-Trimethylbenzene	56	31	74		50	ug/kg	Q	05/10/04	SW846 5030B	SW846 M8021
1,3,5-Trimethylbenzene	< 25	25	60		50	ug/kg		05/10/04	SW846 5030B	SW846 M8021
Benzene	< 25	25	60		50	ug/kg		05/10/04	SW846 5030B	SW846 M8021
Ethylbenzene	< 25	25	60		50	ug/kg		05/10/04	SW846 5030B	SW846 M8021
Methyl-tert-butyl-ether	< 25	25	60		50	ug/kg		05/10/04	SW846 5030B	SW846 M8021
Toluene	< 25	25	60		50	ug/kg		05/10/04	SW846 5030B	SW846 M8021
Xylene, o	< 25	25	60		50	ug/kg		05/10/04	SW846 5030B	SW846 M8021
Xylenes, m + p	< 50	50	120		50	ug/kg		05/10/04	SW846 5030B	SW846 M8021
a,a,a-Trifluorotoluene	102				1	%Recov		05/10/04	SW846 5030B	SW846 M8021

Field ID : B10-12

Lab Sample Number : 846241-002

INORGANICS

Test	Result	LOD	LOQ	EQL	Dil.	Units	Code	Anl Date	Prep Method	Anl Method
Percent Solids	84.0				1	%		05/05/04	SM 2540G M	SM 2540G M

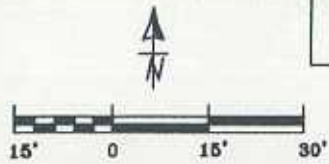
PVOC

Prep Date: 05/10/04

Analyte	Result	LOD	LOQ	EQL	Dil.	Units	Code	Anl Date	Prep Method	Anl Method
1,2,4-Trimethylbenzene	< 25	25	60		50	ug/kg		05/10/04	SW846 5030B	SW846 M8021
1,3,5-Trimethylbenzene	< 25	25	60		50	ug/kg		05/10/04	SW846 5030B	SW846 M8021
Benzene	< 25	25	60		50	ug/kg		05/10/04	SW846 5030B	SW846 M8021
Ethylbenzene	< 25	25	60		50	ug/kg		05/10/04	SW846 5030B	SW846 M8021
Methyl-tert-butyl-ether	< 25	25	60		50	ug/kg		05/10/04	SW846 5030B	SW846 M8021
Toluene	< 25	25	60		50	ug/kg		05/10/04	SW846 5030B	SW846 M8021
Xylene, o	< 25	25	60		50	ug/kg		05/10/04	SW846 5030B	SW846 M8021
Xylenes, m + p	< 50	50	120		50	ug/kg		05/10/04	SW846 5030B	SW846 M8021
a,a,a-Trifluorotoluene	102				1	%Recov		05/10/04	SW846 5030B	SW846 M8021

Dentist Office/
Barber Shop

BM 100'
NA B6/MW6



SCALE: 1" = 30'

ALL LOCATIONS ARE APPROXIMATE

Approximate Extent of
Groundwater Contamination

Indiana Avenue

Sidewalk

Light

Sign MW11
480

940
B1/MW1

MW10
26

B2/MW2
GP2 1500

GP1

B7/MW7
<0.14



Apartment
Building

22nd Street

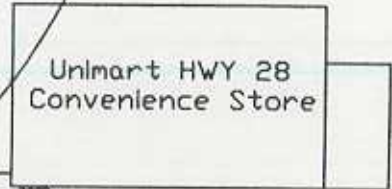
1500
B3/MW3

Light

70
MW9

150
B4/MW4

<0.14
B5/MW5



Unimart HWY 28
Convenience Store

fence



Residence

fence

B8/MW8
<0.14

1211
22nd St.
Residence

LEGEND

B4/MW4 Monitoring Well

1500 Benzene Concentration (ug/L)

NRP ENVIRONMENTAL CONSULTANTS, INC.

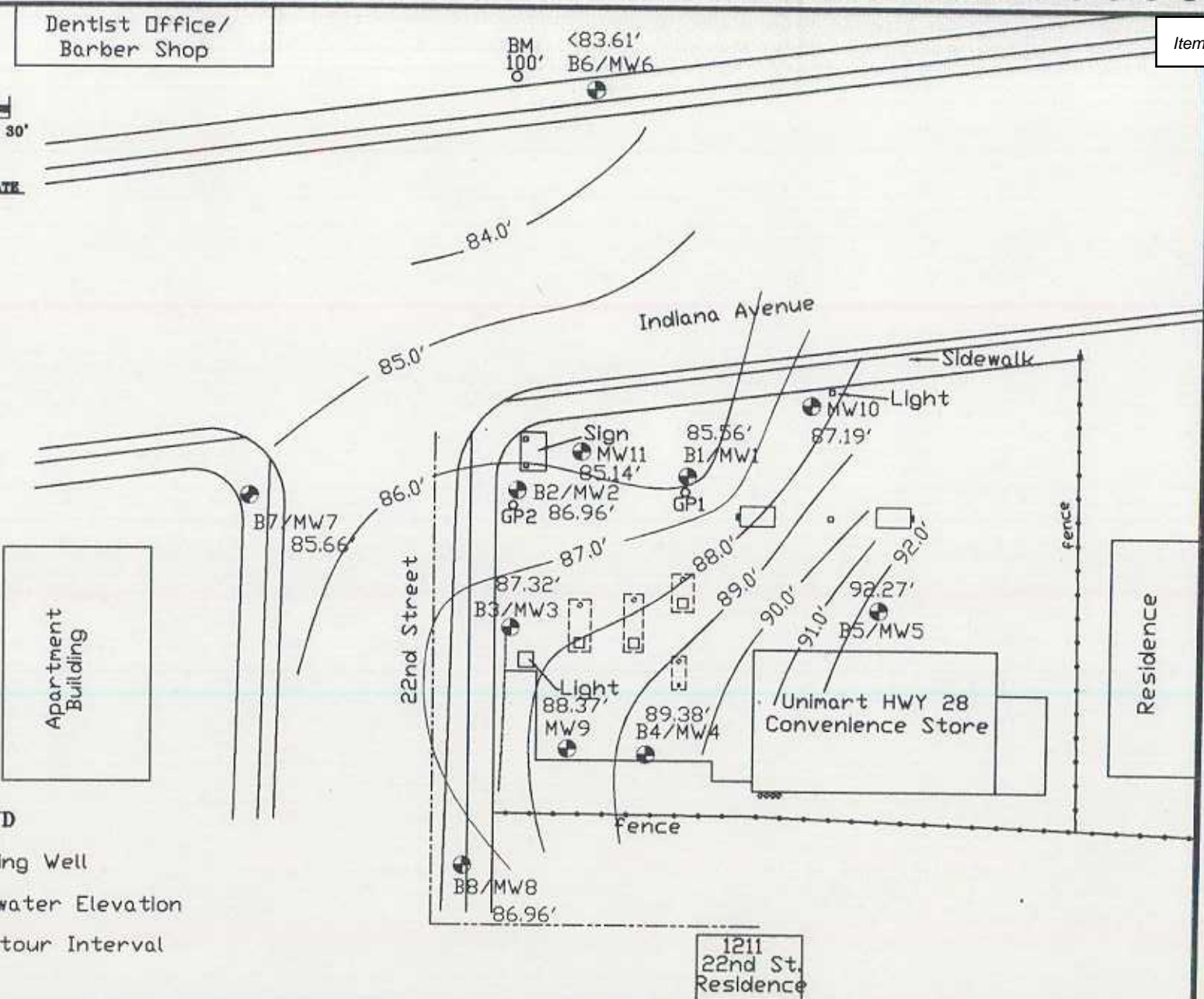
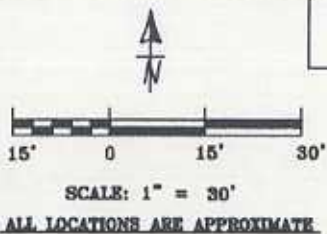
Figure 4: Approximate Extent of
Groundwater Contamination

Unimart Hwy 28 Sheboygan, WI

ID#unimart-plot

Dentist Office/
Barber Shop

BM <83.61'
100' B6/MW6



LEGEND

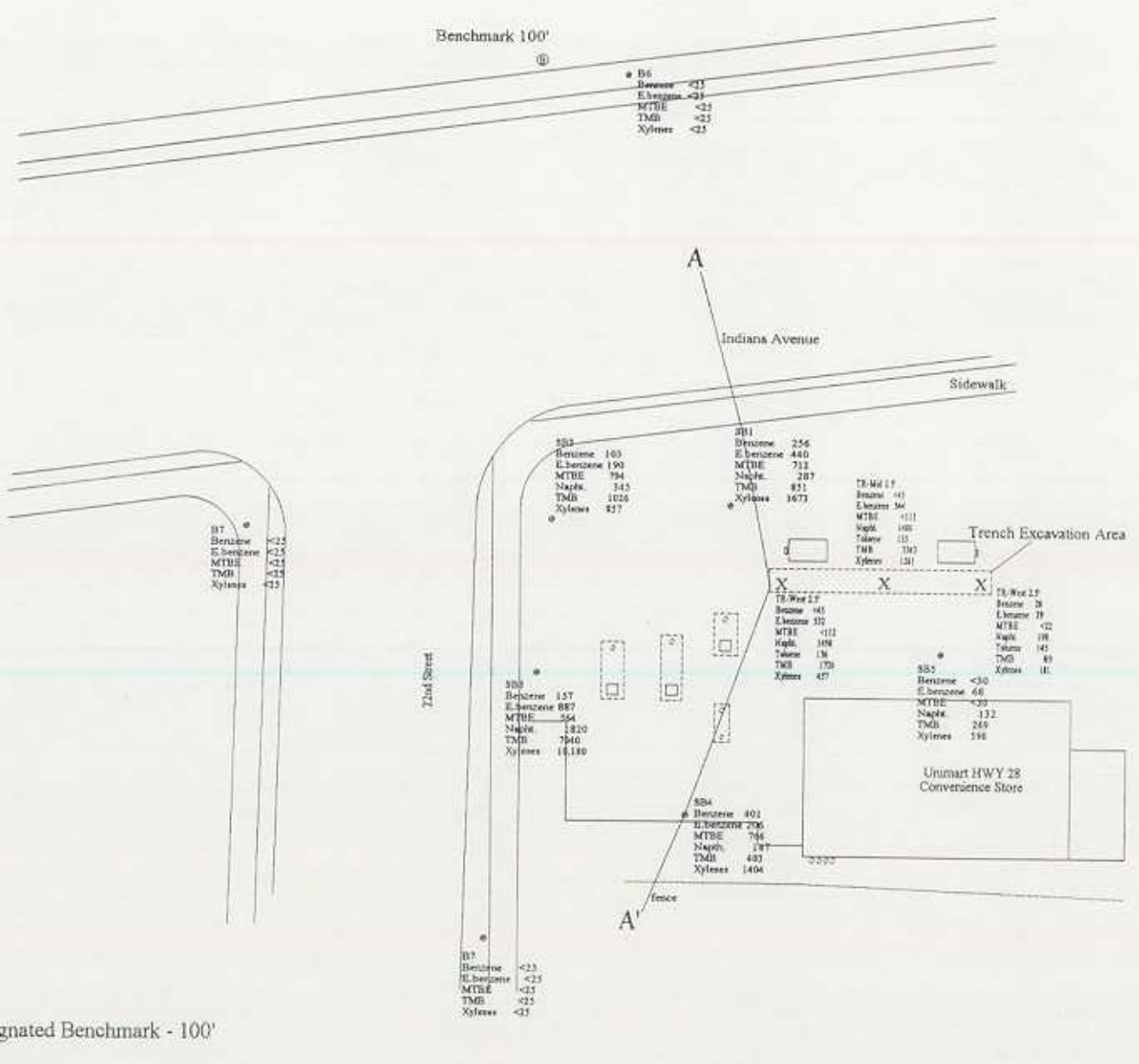
- B4/MW4 Monitoring Well
- 86.96' Groundwater Elevation
- 1.0' Contour Interval

NRP ENVIRONMENTAL CONSULTANTS, INC.

Figure 3: Groundwater Contour Map (4-4-05)

Unimart Hwy 28 Sheboygan, WI

ID#unimart-plot

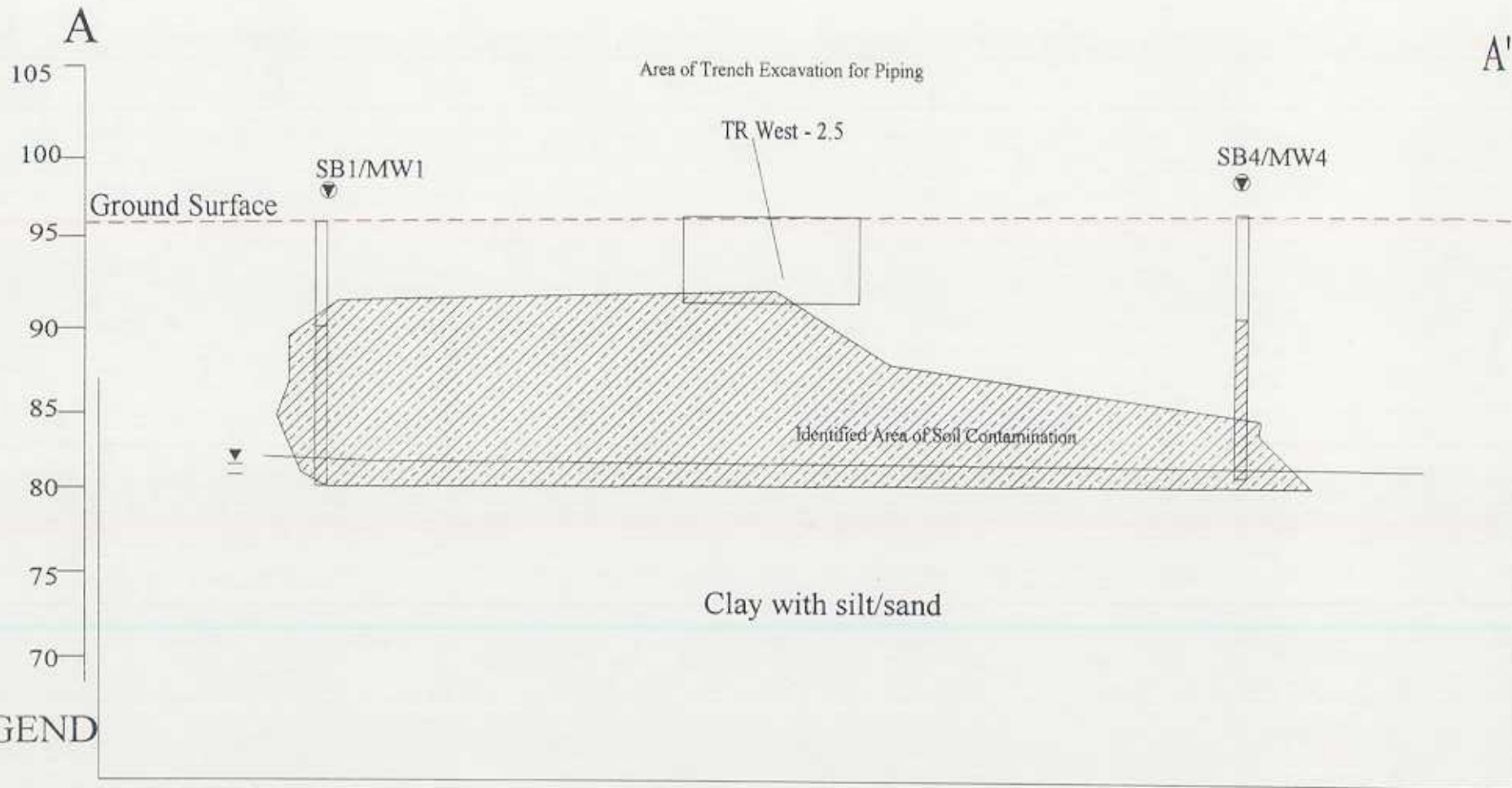


LEGEND

- MW4 Monitoring Well
- ⊙ Fire Hydrant - Designated Benchmark - 100'



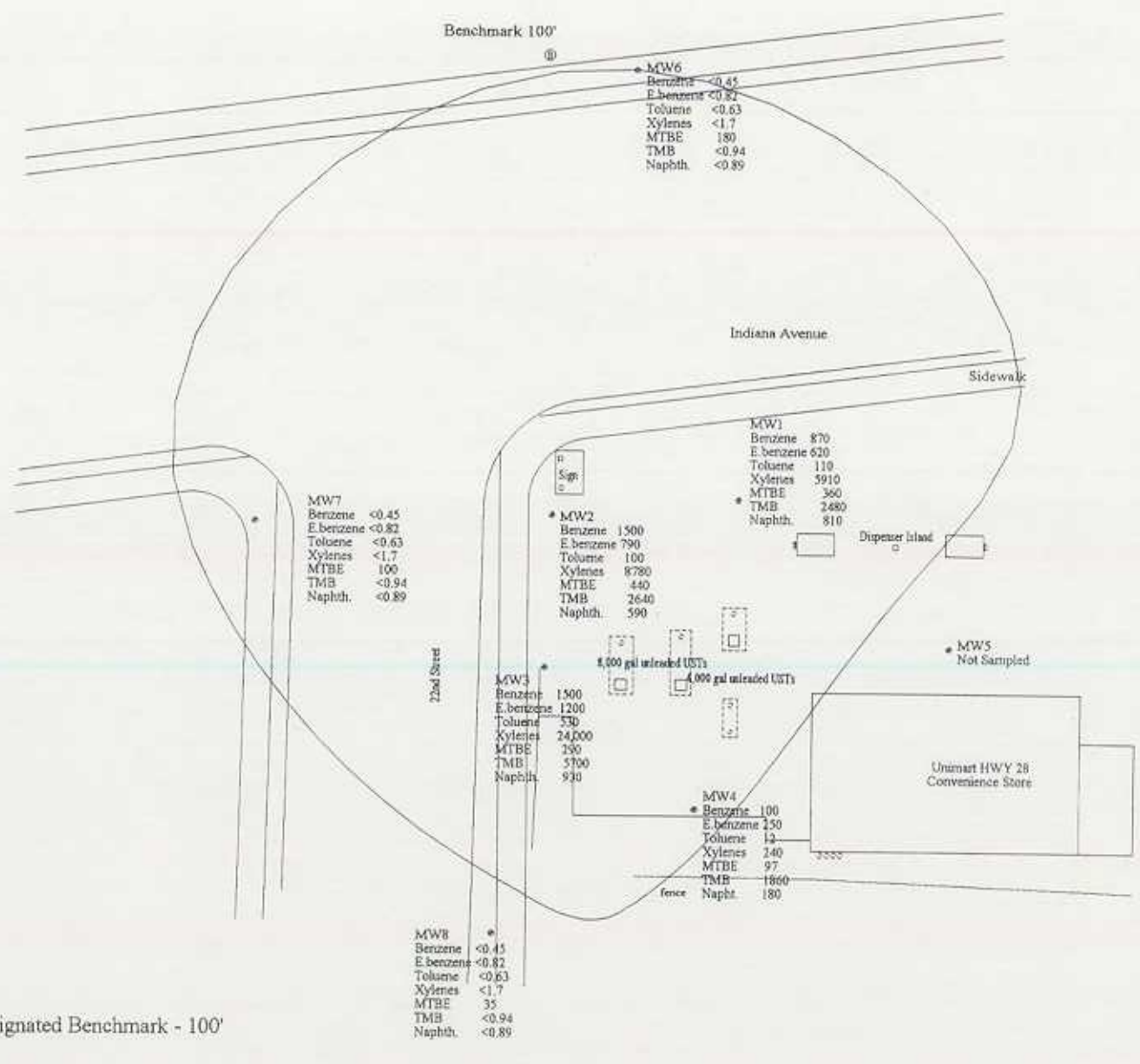
Environmental Assessments, Inc. P.O. Box 9127 Appleton, WI 54911 (920) 749-9746	Title: Soil Sampling Locations, Results, Soil Contamination Plume & Cross-Section Location Map	PROJECT: UNIMART HWY 28 2117 Indiana Avenue Sheboygan, WI 53081	FIGURE #: 4
			SCALE: 1" = 30'
			Drafted by: BAB Altered by: MJJ



LEGEND
MW3

- ▼ Groundwater Monitoring Well
- ≡ Groundwater Table

Environmental Assessments, Inc P.O. Box 9127 Appleton, WI 54911 (920) 749-9746 Fax (920) 749-9748	Title: North - South Geologic Cross Section	Figure # 5
	Project: Uni-Mart 28 2117 Indiana Avenue Sheboygan, WI 53081	Horizontal Scale: 1" = 15' Vertical Scale as Indicated on Drawing
	Drafted By: VAF	



LEGEND

- MW4 Monitoring Well
- ⊙ Fire Hydrant - Designated Benchmark - 100'



Environmental Assessments, Inc.
 P.O. Box 9127
 Appleton, WI 54911
 (920) 749-9746

Title:
**Site Map Showing
 Area of Groundwater Contamination
 Exceeding Any NR 140 ES**

PROJECT:
**UNIMART HWY 28
 2117 Indiana Avenue
 Sheboygan, WI 53081**

FIGURE #: 6
 SCALE: 1" = 30'
 Drafted by: BAB
 Altered by: MJJ



Lakeshore Oil & Tire Company, Inc.

WHOLESALE OF PETROLEUM PRODUCTS

Item 10.

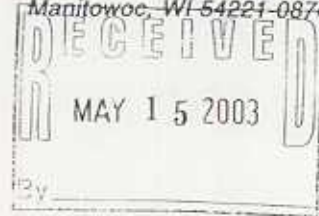
Phone: (920) 686-0976

Fax: (920) 686-0876

Isot@Isol.net

P.O. Box 876

Manitowoc, WI 54221-0876



May 9, 2003

Victoria Stovall
Program Assistant
Wisconsin Department of Natural Resources
2300 North Martin Luther King Drive
Milwaukee, WI 53212

RE: Verification of Accuracy of Warranty Deed

To Whom it May Concern;

This letter is to verify that I have reviewed the Warranty Deed documents numbered 991941 (1211 22nd - parcel ID 59281511900) and 1633306 (2117 Indiana Avenue - parcel ID 59281511910) and find them to be accurate and true to the best of my knowledge.

Sincerely

Mr. Bill Springer

cc: file

*If a response is required as a result of this letter, it should be
WRITTEN AND MAILED unless oral or facsimile reply is requested*



ENVIRONMENTAL
ASSESSMENTS, INC.

May 9, 2003

Mr. Gian F. Decarbonaonti
1211 22nd Street
Sheboygan, WI 53081

RE: Request for Groundwater GIS restriction for 1211 22nd Street, Sheboygan, WI

Dear Mr. Decarbonaonti,

This letter is a requirement for closure. Please read and contact me if you have any questions.

Groundwater contamination that appears to have originated on the property located at 2117 Indiana Avenue, Sheboygan, Wisconsin has migrated onto your property located at 1211 22nd Street in the City of Sheboygan. The levels of benzene, ethylbenzene, methyl-tert-butyl-ether, toluene, trimethylbenzenes, naphthalene and xylenes, contamination in the groundwater on your property are above the state groundwater enforcement standards found in chapter NR 140, Wisconsin Administrative Code. However, the environmental consultants who have investigated this contamination have informed me that this groundwater contaminant plume is stable or receding and will naturally degrade over time. I believe that allowing natural attenuation to complete the cleanup at this site will naturally degrade over time. I believe that allowing natural attenuation to complete the cleanup at this site will meet the requirement for case closure that are found in chapter NR 726 and (chapter NR 746 or Comm 46) Wisconsin Administrative Code, and I will be requesting that the Department of Commerce accept natural attenuation as the final remedy for this site and grant case closure. Closure means that the Department will not be requiring any further investigation or cleanup action to be taken, other than the reliance on natural attenuation.

Since the source of the groundwater contamination is not on your property, neither you nor any subsequent owner of your property will be held responsible for investigation or cleanup of the groundwater contamination, as long as you and any subsequent owners comply with the requirements of section 292.13, Wisconsin Statutes, including allowing access to your property for environmental investigation or cleanup if access is required. For further information on the requirements of section 292.13, Wisconsin Statutes, you may call 1-800-367-6067 for calls originating in Wisconsin, or 608-264-6020 if you are calling from out of state or within the Madison area, to obtain a copy of the Department of Natural Resources' publication #RR-589, Fact Sheet 1-: Guidance for Dealing the Properties Affected by Off-Site Contamination.

The Department of Commerce will not review my closure request for at least 30 days after the date of this letter. As an affected property owner, you have a right to contact the Department to provide any technical information that you may have that indicates that closure should not be granted for this site. If you would like to submit any information to the Department of Commerce that is relevant to this closure request, you should mail that information to:

If this case is closed, all properties within the site boundaries where groundwater contamination exceeds chapter NR 140 enforcement standards will be listed on the Department of Natural Resources' geographic information system (GIS) Registry of Closed Remediation Sites. The information on the GIS Registry includes maps showing the location of properties in Wisconsin where groundwater contamination above chapter NR 140 enforcement standards was found at the time that the case was closed. This GIS Registry will be available to the general public on the Department of Natural Resources' internet web site. Please review the enclosed legal description of your property, and notify me within the next 30 days if the legal description is incorrect.

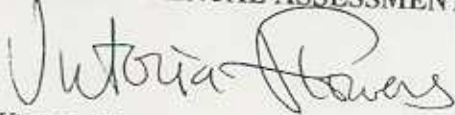
Should you or any subsequent property owner wish to construct or reconstruct a well on your property, special well construction standards may be necessary to protect the well from the residual groundwater contamination. Any well driller who proposes to construct a well on your property in the future will first need to call the Diggers Hotline (1-800-242-8511) if your property is located outside the service area of a municipally owned water system, or contact the Drinking Water program within the Department of Natural Resources if your property is located within the designated service area of a municipally owned water system, to determine if there is a need for special well construction standards.

Once the Department makes a decision on my closure request, it will be documented in a letter. If the Department grants closure, you may obtain a copy of this letter by requesting a copy from me, by writing to the agency address given above or by accessing the DNR GIS Registry of Closed Remediation Sites on the internet at www.dnr.state.wi.us/org/at/ct/geo/gwur. A copy of the closure letter is included as part of the site file on the GIS Registry of Closed Remediation Sites.

If you need more information, you may contact me at (920) 749-9746.

Sincerely,

ENVIRONMENTAL ASSESSMENTS, INC.



Victoria Flowers
Hydrogeologist/Project Manager

attachment

cc: file

Wisconsin Department of Commerce, 101 W. Pleasant St., Suite A, Milwaukee, WI 53212-3963



ENVIRONMENTAL
ASSESSMENTS, INC.

May 1, 2002

Mr. Thomas Holtan, P.E.
City of Sheboygan
Director of Public Works
833 Center Avenue
Sheboygan, WI 53081

RE: Request for Groundwater GIS restriction/Notification of soil contamination for Road Right-of-Way
2117 Indiana Avenue and 22nd Street, Sheboygan, WI

Dear Mr. Holtan;

This letter is a requirement for closure. Please read and contact me if you have any questions.

Groundwater contamination that appears to have originated on the property located at 2117 Indiana Avenue, Sheboygan, Wisconsin has migrated onto the road right-of-way for 22nd Street and Indiana Avenue (City property) in the City of Sheboygan. The levels of benzene, ethylbenzene, methyl-tert-butyl-ether, toluene, trimethylbenzenes, naphthalene and xylenes, contamination in the groundwater on your property are above the state groundwater enforcement standards found in chapter NR 140, Wisconsin Administrative Code. However, the environmental consultants who have investigated this contamination have informed me that this groundwater contaminant plume is stable or receding and will naturally degrade over time. I believe that allowing natural attenuation to complete the cleanup at this site will naturally degrade over time. I believe that allowing natural attenuation to complete the cleanup at this site will meet the requirement for case closure that are found in chapter NR 726 and (chapter NR 746 or Comm 46) Wisconsin Administrative Code, and I will be requesting that the Department of Commerce accept natural attenuation as the final remedy for this site and grant case closure. Closure means that the Department will not be requiring any further investigation or cleanup action to be taken, other than the reliance on natural attenuation.

Since the source of the groundwater contamination is not on your property, neither you nor any subsequent owner of your property will be held responsible for investigation or cleanup of the groundwater contamination, as long as you and any subsequent owners comply with the requirements of section 292.13, Wisconsin Statutes, including allowing access to your property for environmental investigation or cleanup if access is required. For further information on the requirements of section 292.13, Wisconsin Statutes, you may call 1-800-367-6067 for calls originating in Wisconsin, or 608-264-6020 if you are calling from out of state or within the Madison area, to obtain a copy of the Department of Natural Resources' publication #RR-589, Fact Sheet 1-: Guidance for Dealing the Properties Affected by Off-Site Contamination.

The Department of Commerce will not review my closure request for at least 30 days after the date of this letter. As an affected property owner, you have a right to contact the Department to provide any technical information that you may have that indicates that closure should not be granted for this site. If you would like

to submit any information to the Department of Commerce that is relevant to this closure request.

If this case is closed, all properties within the site boundaries where groundwater contamination exceeds chapter NR 140 enforcement standards will be listed on the Department of Natural Resources' geographic information system (GIS) Registry of Closed Remediation Sites. The information on the GIS Registry includes maps showing the location of properties in Wisconsin where groundwater contamination above chapter NR 140 enforcement standards was found at the time that the case was closed. This GIS Registry will be available to the general public on the Department of Natural Resources' internet web site.


Should you or any subsequent property owner wish to construct or reconstruct a well on your property, special well construction standards may be necessary to protect the well from the residual groundwater contamination. Any well driller who proposes to construct a well on your property in the future will first need to call the Diggers Hotline (1-800-242-8511) if your property is located outside the service area of a municipally owned water system, or contact the Drinking Water program within the Department of Natural Resources if your property is located within the designated service area of a municipally owned water system, to determine if there is a need for special well construction standards.

Once the Department makes a decision on my closure request, it will be documented in a letter. If the Department grants closure, you may obtain a copy of this letter by requesting a copy from me, by writing to the agency address given above or by accessing the DNR GIS Registry of Closed Remediation Sites on the internet at www.dnr.state.wi.us/org/at/et/geo/gwur. A copy of the closure letter is included as part of the site file on the GIS Registry of Closed Remediation Sites.

If you need more information, you may contact me at (920) 749-9746.

Sincerely,

ENVIRONMENTAL ASSESSMENTS, INC.


Victoria Flowers
Hydrogeologist/Project Manager

attachment

cc: file

Wisconsin Department of Commerce, 101 W. Pleasant St., Suite A, Milwaukee, WI 53212-3963

Emergency Discharges / Spills should be reported via the 24-Hour Hotline: 1-800-943-0003

Notice: Hazardous substance discharges must be reported immediately according to s. 292.11 Wis. Stats. Non-emergency hazardous substance discharges may be reported by telefaxing or e-mailing a completed report to the Department, or calling or visiting a Department office in person. If you choose to notify the Department by telefax or by email, you should use this form to be sure that all necessary information is included. However, use of this form is not mandatory. Under s. 292.99, Wis. Stats., the penalty for violating the reporting requirements of ch. 292 Wis. Stats., shall be no less than \$10 nor more than \$5000 for each violation. Each day of continued violation is a separate offense. It is not the Department's intention to use any personally identifiable information from this form for any purpose other than program administration. However, information submitted on this form may also be made available to requesters under Wisconsin's Open Records Law (ss. 19.31 - 19.39, Wis. Stats.).

Confirmatory laboratory data should be included with this form, to assist the DNR in processing this Hazardous Substance Release Notification.

Complete this form. **TYPE or PRINT LEGIBLY.** NOTIFY appropriate DNR region (see next page) **IMMEDIATELY** upon discovery of a potential release from (check one):

- Underground Petroleum Storage Tank System (additional information may be required for Item 6 below)
- Aboveground Petroleum Storage Tank System
- Dry Cleaner Facility
- Other - Describe: _____

FORMER BERT'S # 03-60-150965

wisconsin.gov

ATTN DNR: R & R Program Associate NE. Region - DNRRAVER@DNR Notified: 9/12/2014

1. Discharge Reported By

Name Tom Sweet	Firm Moraine Environmental, Inc.	Phone No. (include area code) (262) 377-9060
Mailing Address 1402 7th Avenue, Grafton, WI 53204-2330		Email Address moraine@ecexpc.com

2. Site Information

Name of site at which discharge occurred. Include local name of site/business, not responsible party name, unless a residence/vacant property.

Location: Include street address, not PO Box. If no street address, describe as precisely as possible, i.e., 1/4 mile NW of CTHs 60 & 123 on E side of CTH 60.

2117 Indiana Avenue

Municipality: (City, Village, Township) Specify municipality in which the site is located, not mailing address/city.

Sheboygan

County: Sheboygan	Legal Description: SE 1/4 NW 1/4 Sec 27 Tn 15N Range 23 E C W	WTM: X 702464 Y 365699
----------------------	--	---------------------------

3. Responsible Party (RP) and/or RP Representative

Responsible Party Name: Business or owner name that is responsible for cleanup. If more than one, list all. Attach additional pages as necessary.

Bulk Petroleum, Inc.

- Reported in compliance with s. 292.11(2), Wis. Stats., by a local government exempt from liability under s. 292.11(9)(e), Wis. Stats.
- For more information see <http://dnr.wi.gov/topic/Brownfields/Liability.html>.

Contact Person Name (if different) GARY DHALIWAL	Phone Number 262-242-4800	Email Address gdhalawal79@gmail.com	
Mailing Address 9653 N. Granville Road	City Mequon	State WI	ZIP Code 53092

Property owner if Different From RP: Business or owner name that is responsible for cleanup. If more than one, list all. Attach additional pages as necessary.

SAA

Contact Person Name (if different)	Phone Number	Email Address	
Mailing Address	City	State	ZIP Code

4. Hazardous Substance Information

Identify hazardous substance discharged (check all that apply):

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> VOC's | <input type="checkbox"/> Diesel | <input type="checkbox"/> PERC (Dry Cleaners) |
| <input checked="" type="checkbox"/> PAH's | <input type="checkbox"/> Fuel Oil | <input type="checkbox"/> RCRA Hazardous Waste |
| <input type="checkbox"/> Metals (specify): _____ | <input checked="" type="checkbox"/> Gasoline | <input type="checkbox"/> Leachate |
| <input type="checkbox"/> Arsenic | <input type="checkbox"/> Hydraulic Oil | <input type="checkbox"/> Fertilizer |
| <input type="checkbox"/> Chromium | <input type="checkbox"/> Jet Fuel | <input type="checkbox"/> Pesticide/Herbicide/Insecticide(s) |
| <input type="checkbox"/> Cyanide | <input type="checkbox"/> Mineral Oil | <input type="checkbox"/> Other (specify): _____ |
| <input type="checkbox"/> Lead | <input type="checkbox"/> Waste Oil | <input type="checkbox"/> Unknown |
| <input type="checkbox"/> PCB's | <input type="checkbox"/> Petroleum-Unknown Type | |

5. Impacts to the Environment Information

Enter "K" for known/confirmed or "P" for potential for all that apply.

- | | | |
|---|---|--|
| <input type="checkbox"/> Air Contamination | <input type="checkbox"/> Sanitary Sewer Contamination | <input checked="" type="checkbox"/> Soil Contamination |
| <input type="checkbox"/> Co-Contamination (Petroleum & Non-Petroleum) | <input type="checkbox"/> Contamination in Right of Way | <input type="checkbox"/> Storm Sewer |
| <input type="checkbox"/> Contamination Within 1 Meter of Bedrock | <input type="checkbox"/> Fire Explosion Threat | <input type="checkbox"/> Surface Water Contamination |
| <input type="checkbox"/> Contaminated Private Well | <input type="checkbox"/> Free Product | <input type="checkbox"/> Within 100 ft of Private Well |
| <input type="checkbox"/> Contaminated Public Well | <input checked="" type="checkbox"/> Groundwater Contamination | <input type="checkbox"/> Within 1000 ft of Public Well |
| <input type="checkbox"/> Contamination in Fractured Bedrock | <input type="checkbox"/> Off-Site Contamination | |
| | <input type="checkbox"/> Other (specify): _____ | |

Contamination was discovered as a result of:

- Tank closure assessment Site assessment Other - Describe: _____
- Date 9/25/2012 Date _____ Date _____

Lab results: Lab results will be faxed upon receipt Lab results are attached

Additional Comments: Include a brief description of immediate actions taken to halt the release and contain or cleanup hazardous substances that have been discharged.

Follow up subsurface investigation conducted on 4/16/2012

6. Federal Energy Act Requirements (Section 9002(d) of the Solid Waste Disposal Act (SWDA))

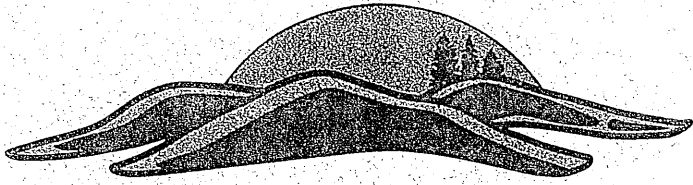
For all confirmed releases from UST's occurring after 9/30/2007 please provide the following information:

- | Source | Cause |
|---|--|
| <input type="checkbox"/> Tank | <input type="checkbox"/> Spill |
| <input checked="" type="checkbox"/> Piping | <input type="checkbox"/> Overfill |
| <input type="checkbox"/> Dispenser | <input type="checkbox"/> Corrosion |
| <input type="checkbox"/> Submersible Turbine Pump | <input type="checkbox"/> Physical or Mechanical Damage |
| <input type="checkbox"/> Delivery Problem | <input type="checkbox"/> Installation Problem |
| <input type="checkbox"/> Other (specify): _____ | <input type="checkbox"/> Other (does not fit any of above) |
| | <input checked="" type="checkbox"/> Unknown |

Does not apply.

Contact information to report non-emergency releases in DNR's five regions are as follows:

- Northeast Region (FAX: 920-662-5197); Attention -- R&R Program Associate: DNRRRNER@wisconsin.gov**
 Brown, Calumet, Door, Fond du Lac (except City of Waupun - see South Central Region), Green Lake, Kewaunee, Manitowoc, Marinette, Marquette, Menominee, Oconto, Outagamie, Shawano, Sheboygan, Waupaca, Waushara, Winnebago counties
- Northern Region (FAX: 715-623-6773); Attention -- R&R Program Associate: DNRRRNOR@wisconsin.gov**
 Ashland, Barron, Bayfield, Burnett, Douglas, Forest, Florence, Iron, Langlade, Lincoln, Oneida, Polk, Price, Rusk, Sawyer, Taylor, Vilas, Washburn counties
- South Central Region (FAX: 608-273-5610); Attention -- R&R Program Associate: DNRRRSCR@wisconsin.gov**
 Columbia, Dane, Dodge, Fond du Lac (City of Waupun only), Grant, Green, Iowa, Jefferson, Lafayette, Richland, Rock, Sauk, Walworth counties
- Southeast Region (FAX: 414-263-8550); Attention -- R&R Program Associate: DNRRRSER@wisconsin.gov**
 Kenosha, Milwaukee, Ozaukee, Racine, Washington, Waukesha counties
- West Central Region (FAX: 715-839-6076); Attention -- R&R Program Associate: DNRRRWCR@wisconsin.gov**
 Adams, Buffalo, Chippewa, Clark, Crawford, Dunn, Eau Claire, Jackson, Juneau, LaCrosse, Marathon, Monroe, Pepin, Pierce, Portage, St. Croix, Trempealeau, Vernon, Wood counties



December 5, 2012

Project Reference #5564

Ms. Deanna Tetzlaff
Northern Petro-Services, Inc.
W222 N610 Cheaney Dr.
Waukesha, WI 53186-1697

RE: Dispenser & Supply Line Closure /Replacement Assessment
B.P. Amoco Gasoline Station / Convenience Store
2117 Indiana Avenue, Sheboygan, WI

Dear Deanna:

On September 25, 2012, Tom Sweet of Moraine Environmental, Inc. (Moraine) performed a pump and line closure assessment at the above referenced location. Three soil samples were collected and analyzed for petroleum volatile organic compounds plus naphthalene. The location of the soil samples collected is shown on the attached color aerial photo. Contamination was identified in each of the three samples collected adjacent to the fuel dispensers beneath the supply lines that were proposed to be removed.

Please note that the contamination identified beneath the fuel lines is residual contamination resulting from the former releases reported prior to the Petroleum Environmental Cleanup Fund Authorization (PECFA) investigation and clean up. No releases have been reported to the WDNR nor has the owner reported any system malfunctions since the site was issued a case closure by the Department of Safety & Professional Services on February 17, 2006.

Moraine has enclosed three copies of this document. One of your copies should be submitted to your customer. A fourth copy has been submitted to the WDNR, Southern District. Enclosed with this letter report are the following documents.

Appendix A

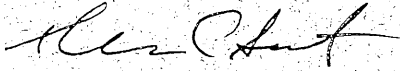
- Color aerial photo showing approximate soil sample locations
- Color photos of open trench following pump removal and line excavation

Appendix B

- Copy of Part B of the Tank System Removal Checklist
- Laboratory results for soil samples collected from the 3 foot deep line trench adjacent to the former dispensers

I have enclosed a copy of the invoice for site assessment closure activities & completion of this report. Thank you.

Sincerely
MORAINE ENVIRONMENTAL, INC.



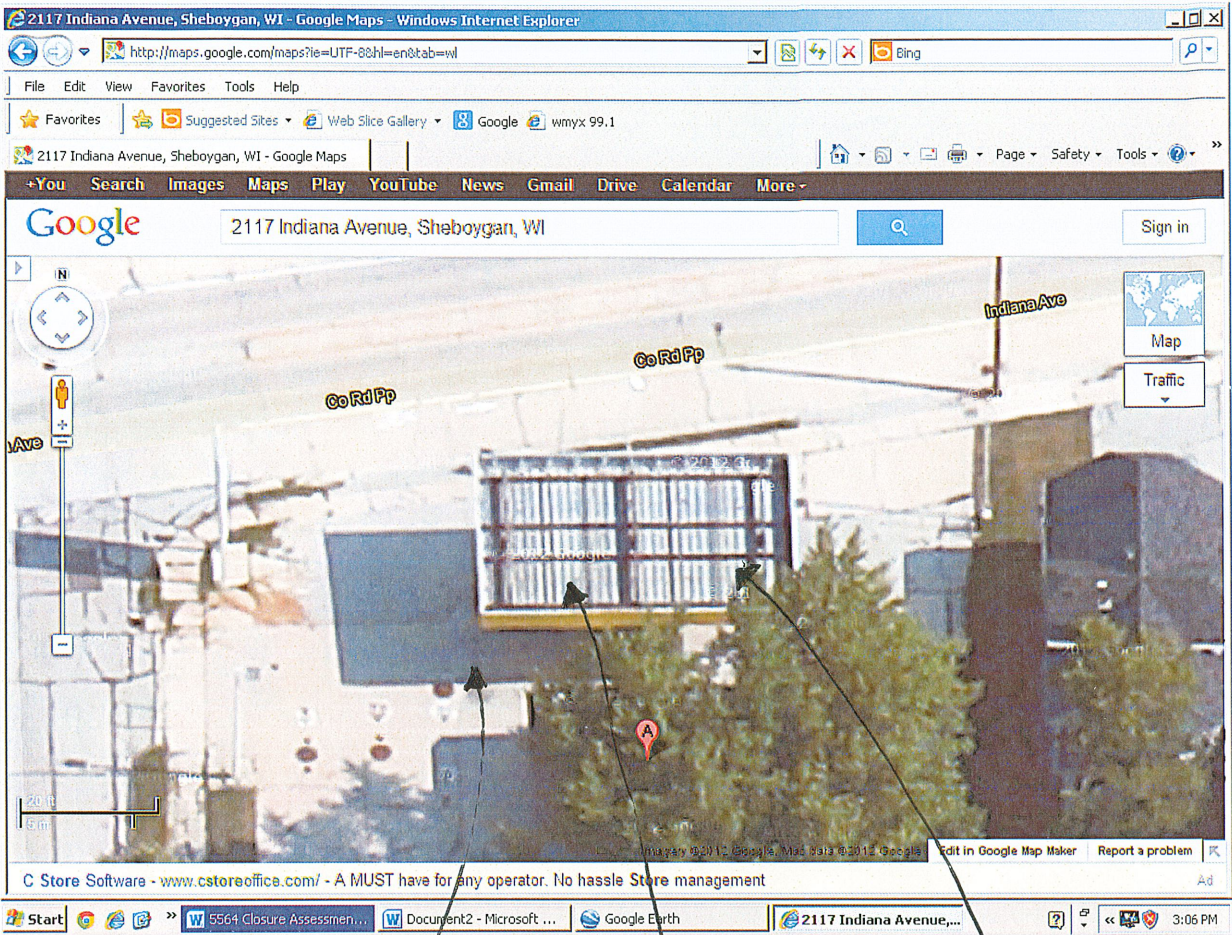
Thomas C. Sweet
President

F:\WORD\Mswteh55\5564 Closure Assessment.doc

APPENDIX A

Aerial Photo

Site Photographs



Sampling Point #3

Sampling Point #2

Sampling Point #1



Front view of service stations looking south east
Indiana Avenue in foreground.



Sample point #1 collected at 3 feet below
ground surface beneath the supply lines.



Sample location #2 collected adjacent to pump island at 3 feet below ground surface.



Sample point #3 collected at concurrence of piping network with underground storage tanks.

APPENDIX B

- **UST Tank Closure Checklist (Part B)**
- **Soil Analytical Results**
- **BRRT's Case Investigation/Closure Summary**

Part B – To be completed by environmental professional

Item 10.

Submit original Part B to the WDNR along with a copy of Part A

I. TANK-SYSTEM SITE ASSESSMENT (TSSA)

Site Name: Amoco BP. Line Closure
 Address: 2117 Indiana Avenue, Sheboygan, Wisconsin
 Note: Site name and address must match with Part A Section 1.

To determine if a TSSA is required, see Comm 10 and section II part B of ASSESSMENT AND REPORTING OF SUSPECTED AND OBVIOUS RELEASES FROM UNDERGROUND AND ABOVEGROUND STORAGE TANK SYSTEMS.
 If a TSSA is required, then follow the procedures detailed in ASSESSMENT AND REPORTING OF SUSPECTED AND OBVIOUS RELEASES FROM UNDERGROUND AND ABOVEGROUND STORAGE TANK SYSTEMS.

1. Site Information

- a. Has there been a previously documented release at this site? Y N
 If yes, provide the DSPS # _____, or DNR BRRT's # 03-60-150965
- b. Number of active tanks¹ at facility prior to completion of current services USTs _____ ASTs _____
 (NOTE 1: Do not include previously closed systems or system components.)
- c. Excavation/trench dimensions (in feet). (Photos must be provided.)

EXCAVATION/TRENCH #	LENGTH	WIDTH	DEPTH
#1	75'	4'	3'

2. Visual Excavation/Trench Inspection (Photos must be provided for "Yes" responses, except item b.)

Do any of the following conditions exist in or about the excavation(s)?

- a. Stained soils: Y N
- b. Petroleum odor: Y N
- c. Water in excavation/trench: Y N
- d. Free product in the excavation/trench: Y N
- e. Sheen or free product on water: Y N

3. Geology/Hydrogeology

- a. Depth to groundwater Clay feet
 - b. Indicate type of geology² silt/clay
- (Note 2: Use these symbols individually or in combination as appropriate: C = Clay, SLT = Silt, S = Sand, Gr = Gravel)

4. Receptors

- a. Water supply well(s) within 250 feet of the facility? Y N If yes, specify _____
- b. Surface water(s) within 1000 feet of the facility? Y N If yes, specify _____

5. Sampling

- a. Follow the procedures detailed in ASSESSMENT AND REPORTING OF SUSPECTED AND OBVIOUS RELEASES FROM UNDERGROUND AND ABOVEGROUND STORAGE TANK SYSTEMS.
- b. Complete Tables 1 and 2 as appropriate. (Attach chain-of-custody and laboratory analytical reports.)
- c. Attach a detailed map of site features and sample locations.

J. NOTE RELEVANT OBSERVATIONS, SPECIFIC PROBLEMS OR CONCERNS BELOW

- No releases reported by owner
- No spills or alarms ever recorded from the tank + line monitoring system
- Residual contamination the result of previous non-compliant tanks + lines as part of PECFA investigation conducted from 1997 through 2006.
Steve Clark

TABLE 1 SOIL FIELD SCREENING & GRO/DRO LABORATORY ANALYTICAL RESULTS-FOR PETROLEUM PRODUCTS										
Sample ID #	Sample Location & Soil/Geologic Description	Sample Collection Method				Depth Below Tank/Piping (feet)	Field Screening Result (ppm)	GRO (mg/kg)	Item 10.	
		Grab	Shelby Tube	Direct Push	Split Spoon				DRO (mg/kg)	
1	East Dispenser	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3'	12.0	-	-	
2	West Dispenser	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3'	189.0	-	-	
3	Tank Lines	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3'	168.0	-	-	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					

TABLE 2 SOIL LABORATORY ANALYTICAL RESULTS-FOR PETROLEUM PRODUCTS							
Sample ID #	BENZENE	TOLUENE	ETHYLBENZENE	MTBE	TRIMETHYL - BENZENES (TOTAL)	XYLENES (TOTAL)	NAPHTHALENE
	ug/kg	ug/kg	ug/kg	ug/kg	ug/kg	ug/kg	ug/kg
1	450	450.0	1270	66.15	7460	1396	494
2	4625	31,000	38,600	4625	209,500	212,600	17,600
3	4500	3520	12,600	4500	216,600	112,700	19,900

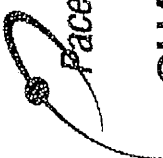
K. TANK-SYSTEM SITE ASSESSMENT INFORMATION

- As a tank-system site assessor certified under Wis. Admin. Code section Comm 5.83, it is my opinion that there is no indication of a release of a regulated substance to the environment.
- Sampling at the site indicates there has been a release to the environment. Pursuant to Wis. Admin. Code section Comm 10.585 (2) (a) and Wis. Stats. section 292.11 (2) (a), the owner or operator or contractor performing work under chapter Comm 10 shall immediately report any release of a regulated substance to the Wisconsin Department of Natural Resources. Failure to do so may result in forfeitures of a minimum of \$10 and a maximum of \$5000 for each violation under Wis. Stats. section 101.09 (5). Each day of continued violation and each tank are treated as separate offenses.

THOMAS C. Sweet Tank-System Site Assessor Name (print)
 Thomas Sweet Tank-System Site Assessor Signature
 241784 Certification Number #
262-377-9060 Tank-System Site Assessor Telephone Number
 Date 12/6/2012 Signed _____ Comp _____
 any Name MORaine Environmental, Inc

UPPER MIDWEST REGION

MN: 612-607-1700 WI: 920-469-2436



Pace Analytical
www.paceabs.com

CHAIN OF CUSTODY

Preservation Codes
A=None B=HCL C=H2SO4 D=HNO3 E=D Water F=Methanol G=NaOH
H=Sodium Bisulfate Solution I=Sodium Thiosulfate J=Other

FILTERED? (YES/NO)
PRESERVATION (CODE)*

Company Name: *Moxine Environmentl*
Branch/Location: *Grafton, WI*
Project Contact: *Tom Sweet*
Phone: *262-377-9060*
Project Number: *5564*
Project Name: *IPF217 Indiana Ave*
Project State: *WI*
Sampled By (Print): *Tom Sweet*
Sampled By (Sign): *[Signature]*
PO #: _____

Data Package Options
 EPA Level III
 EPA Level IV
MS/MSD
 On your sample (billable)
 NOT needed on your sample
Regulatory Program: _____

Matrix Codes
W = Water
DW = Drinking Water
GW = Ground Water
SW = Surface Water
WW = Waste Water
WP = Wipe
COLLECTION DATE TIME MATRIX
001 *Sample 1 - East Dispenser* 9/25 11:00 S
002 *Sample 2 - West Dispenser* ↓ ↓ S
003 *Sample 3 - Tank lines* ↓ ↓ S

Quote #:	
Mail To Contact:	<i>Tom Sweet</i>
Mail To Company:	<i>Moxine Environmentl</i>
Mail To Address:	<i>1402 7th Ave Grafton, WI</i>
Invoice To Contact:	
Invoice To Company:	
Invoice To Address:	
Invoice To Phone:	
CLIENT COMMENTS	
LAB COMMENTS (Lab Use Only)	<i>-40ml F, 1-40z p</i>

Received By:	<i>Mark W. Spake</i>	Date/Time:	<i>9/26/12 1330</i>
Relinquished By:	<i>[Signature]</i>	Date/Time:	<i>9/26/12 1630</i>
Received By:	<i>[Signature]</i>	Date/Time:	<i>9/26/12 1630</i>
Relinquished By:		Date/Time:	
Received By:		Date/Time:	
Relinquished By:		Date/Time:	

FACE Project No. *4067746*
Receipt Temp = *ROI* °C
Sample Receipt pH *OK / Adjusted*
Cooler Custody Seal *Present (Not Present) Intact / Not Intact*
Version 6.0 08/14/06

Item 10.

ORIGINAL

Sample Condition Upon Receipt



Client Name: Moraine Env. Project # 4067748

Courier: Fed Ex UPS USPS Client Commercial Pace Other _____

Tracking #: _____

Custody Seal on Cooler/Box Present: yes no Seals intact: yes no

Custody Seal on Samples Present: yes no Seals intact: yes no

Packing Material: Bubble Wrap Bubble Bags None Other _____

Thermometer Used N/A Type of Ice: Wet Blue Dry None Samples on ice, cooling process has begun.

Cooler Temperature ROF Biological Tissue is Frozen: yes no

Temp Blank Present: yes no

Temp should be above freezing to 6°C for all sample except Biota.
 Biota Samples should be received ≤ 0°C.

Optional:
 Pro. Due Date
 Bro. Name

Person examining contents:
 Date: 9/26/12
 Initials: EMH

Comments:

Chain of Custody Present:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	1.
Chain of Custody Filled Out:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	2.
Chain of Custody Relinquished:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	3.
Sampler Name & Signature on COC:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	4.
Samples Arrived within Hold Time:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	5.
Short Hold Time Analysis (<72hr):	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	6.
Rush Turn Around Time Requested:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	7.
Sufficient Volume:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	8.
Correct Containers Used:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	9.
-Pace Containers Used:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Containers Intact:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	10.
Filtered volume received for Dissolved tests	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	11.
Sample Labels match COC:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	12.
-Includes date/time/ID/Analysis Matrix: <u>5</u>		
All containers needing preservation have been checked.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	13.
All containers needing preservation are found to be in compliance with EPA recommendation.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
exceptions: VOA, coliform, TOC, O&G, W-DRO (water)	<input type="checkbox"/> Yes <input type="checkbox"/> No	initial when completed
		Lot # of added preservative
Samples checked for dechlorination:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	14.
Headspace in VOA Vials (>6mm):	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	15.
Trip Blank Present:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	16.
Trip Blank Custody Seals Present	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Pace Trip Blank Lot # (if purchased):		

Client Notification/ Resolution: _____ Date/Time: _____
 Person Contacted: _____
 Comments/ Resolution: _____

Field Data Required? Y / N

Project Manager Review: _____

Date: 9/27/12

Note: Whenever there is a discrepancy affecting North Carolina compliance samples, a copy of this form will be sent to the North Carolina DEHHS Certification Office (i.e. out of hold, incorrect preservative, out of temp, incorrect containers)



October 10, 2012

Tom Sweet
Moraine Environmental, Inc.
1402 7th Avenue
Grafton, WI 530242330

RE: Project: 5564 IPT-2117 INDIANA AVE
Pace Project No.: 4067746

Dear Tom Sweet:
Enclosed are the analytical results for sample(s) received by the laboratory on September 26, 2012. The results relate only to the samples included in this report. Results reported herein conform to the most current TNI standards and the laboratory's Quality Assurance Manual, where applicable, unless otherwise noted in the body of the report.

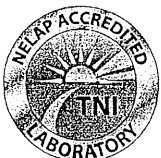
If you have any questions concerning this report, please feel free to contact me.

Sincerely,

Steven Mleczko

steve.mleczko@pacelabs.com
Project Manager

Enclosures



REPORT OF LABORATORY ANALYSIS

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CERTIFICATIONS

Project: 5564 IPT-2117 INDIANA AVE
Pace Project No.: 4067746

Green Bay Certification IDs

1241 Bellevue Street, Green Bay, WI 54302
Florida/NELAP Certification #: E87948
Illinois Certification #: 200050
Kentucky Certification #: 82
Louisiana Certification #: 04168
Minnesota Certification #: 055-999-334

New York Certification #: 11888
North Carolina Certification #: 503
North Dakota Certification #: R-150
South Carolina Certification #: 83006001
US Dept of Agriculture #: S-76505
Wisconsin Certification #: 405132750

REPORT OF LABORATORY ANALYSIS

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SAMPLE SUMMARY

Project: 5564 IPT-2117 INDIANA AVE
Pace Project No.: 4067746

Lab ID	Sample ID	Matrix	Date Collected	Date Received
4067746001	SAMPLE 1-EAST DISPENSER	Solid	09/25/12 11:00	09/26/12 16:30
4067746002	SAMPLE 2 -WEST DISPENSER	Solid	09/25/12 11:00	09/26/12 16:30
4067746003	SAMPLE 3-TANK LINES	Solid	09/25/12 11:00	09/26/12 16:30

REPORT OF LABORATORY ANALYSIS

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SAMPLE ANALYTE COUNT

Project: 5564 IPT-2117 INDIANA AVE
Pace Project No.: 4067746

Lab ID	Sample ID	Method	Analysts	Analytes Reported	Laboratory
4067746001	SAMPLE 1-EAST DISPENSER	WI MOD GRO	PMS	10	PASI-G
		ASTM D2974-87	KMF	1	PASI-G
4067746002	SAMPLE 2 -WEST DISPENSER	WI MOD GRO	PMS	10	PASI-G
		ASTM D2974-87	KMF	1	PASI-G
4067746003	SAMPLE 3-TANK LINES	WI MOD GRO	PMS	10	PASI-G
		ASTM D2974-87	KMF	1	PASI-G

REPORT OF LABORATORY ANALYSIS

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ANALYTICAL RESULTS

Project: 5564 IPT-2117 INDIANA AVE
Pace Project No.: 4067746

Sample: **SAMPLE 1-EAST DISPENSER** Lab ID: **4067746001** Collected: 09/25/12 11:00 Received: 09/26/12 16:30 Matrix: Solid

Results reported on a "dry-weight" basis

Parameters	Results	Units	LOQ	LOD	DF	Prepared	Analyzed	CAS No.	Qual
WIGRO GCV		Analytical Method: WI MOD GRO Preparation Method: TPH GRO/PVOC WI ext.							
Benzene	<50.0	ug/kg	120	50.0	2	09/28/12 06:49	09/28/12 18:03	71-43-2	W
Ethylbenzene	1270	ug/kg	153	63.8	2	09/28/12 06:49	09/28/12 18:03	100-41-4	
Methyl-tert-butyl ether	66.1J	ug/kg	153	63.8	2	09/28/12 06:49	09/28/12 18:03	1634-04-4	
Naphthalene	494	ug/kg	153	63.8	2	09/28/12 06:49	09/28/12 18:03	91-20-3	
Toluene	<50.0	ug/kg	120	50.0	2	09/28/12 06:49	09/28/12 18:03	108-88-3	W
1,2,4-Trimethylbenzene	5410	ug/kg	153	63.8	2	09/28/12 06:49	09/28/12 18:03	95-63-6	
1,3,5-Trimethylbenzene	2050	ug/kg	153	63.8	2	09/28/12 06:49	09/28/12 18:03	108-67-8	
m&p-Xylene	977	ug/kg	306	128	2	09/28/12 06:49	09/28/12 18:03	179601-23-1	
o-Xylene	419	ug/kg	153	63.8	2	09/28/12 06:49	09/28/12 18:03	95-47-6	
Surrogates									
a,a,a-Trifluorotoluene (S)	137	%	80-120		2	09/28/12 06:49	09/28/12 18:03	98-08-8	D3,S7
Percent Moisture		Analytical Method: ASTM D2974-87							
Percent Moisture	21.6	%	0.10	0.10	1		10/09/12 18:30		

ANALYTICAL RESULTS

Project: 5564 IPT-2117 INDIANA AVE
Pace Project No.: 4067746

Sample: **SAMPLE 2 -WEST DISPENSER** Lab ID: 4067746002 Collected: 09/25/12 11:00 Received: 09/26/12 16:30 Matrix: Solid

Results reported on a "dry-weight" basis

Parameters	Results	Units	LOQ	LOD	DF	Prepared	Analyzed	CAS No.	Qual
WIGRO GCV									
Analytical Method: WI MOD GRO Preparation Method: TPH GRO/PVOC WI ext.									
Benzene	<625	ug/kg	1500	625	25	09/28/12 06:49	09/28/12 18:29	71-43-2	W
Ethylbenzene	38600	ug/kg	1840	767	25	09/28/12 06:49	09/28/12 18:29	100-41-4	
Methyl-tert-butyl ether	<625	ug/kg	1500	625	25	09/28/12 06:49	09/28/12 18:29	1634-04-4	W
Naphthalene	17600	ug/kg	1840	767	25	09/28/12 06:49	09/28/12 18:29	91-20-3	
Toluene	31000	ug/kg	1840	767	25	09/28/12 06:49	09/28/12 18:29	108-88-3	
1,2,4-Trimethylbenzene	157000	ug/kg	1840	767	25	09/28/12 06:49	09/28/12 18:29	95-63-6	
1,3,5-Trimethylbenzene	52500	ug/kg	1840	767	25	09/28/12 06:49	09/28/12 18:29	108-67-8	
m&p-Xylene	153000	ug/kg	3680	1530	25	09/28/12 06:49	09/28/12 18:29	179601-23-1	
o-Xylene	59600	ug/kg	1840	767	25	09/28/12 06:49	09/28/12 18:29	95-47-6	
Surrogates									
a,a,a-Trifluorotoluene (S)	128	%	80-120		25	09/28/12 06:49	09/28/12 18:29	98-08-8	S7
Percent Moisture									
Analytical Method: ASTM D2974-87									
Percent Moisture	18.5	%	0.10	0.10	1		10/09/12 18:30		

ANALYTICAL RESULTS

Project: 5564 IPT-2117 INDIANA AVE
Pace Project No.: 4067746

Sample: **SAMPLE 3-TANK LINES** Lab ID: 4067746003 Collected: 09/25/12 11:00 Received: 09/26/12 16:30 Matrix: Solid
Results reported on a "dry-weight" basis

Parameters	Results	Units	LOQ	LOD	DF	Prepared	Analyzed	CAS No.	Qual
WIGRO GCV									
Analytical Method: WI MOD GRO Preparation Method: TPH GRO/PVOC WI ext.									
Benzene	<500	ug/kg	1200	500	20	09/28/12 06:49	09/28/12 18:54	71-43-2	W
Ethylbenzene	12600	ug/kg	1480	616	20	09/28/12 06:49	09/28/12 18:54	100-41-4	
Methyl-tert-butyl ether	<500	ug/kg	1200	500	20	09/28/12 06:49	09/28/12 18:54	1634-04-4	W
Naphthalene	19900	ug/kg	1480	616	20	09/28/12 06:49	09/28/12 18:54	91-20-3	
Toluene	3520	ug/kg	1480	616	20	09/28/12 06:49	09/28/12 18:54	108-88-3	
1,2,4-Trimethylbenzene	157000	ug/kg	1480	616	20	09/28/12 06:49	09/28/12 18:54	95-63-6	
1,3,5-Trimethylbenzene	59600	ug/kg	1480	616	20	09/28/12 06:49	09/28/12 18:54	108-67-8	
m&p-Xylene	90400	ug/kg	2960	1230	20	09/28/12 06:49	09/28/12 18:54	179601-23-1	
o-Xylene	22300	ug/kg	1480	616	20	09/28/12 06:49	09/28/12 18:54	95-47-6	
Surrogates									
a,a,a-Trifluorotoluene (S)	132	%	80-120		20	09/28/12 06:49	09/28/12 18:54	98-08-8	S7
Percent Moisture									
Analytical Method: ASTM D2974-87									
Percent Moisture	18.9	%	0.10	0.10	1		10/09/12 18:30		

QUALITY CONTROL DATA

Project: 5564 IPT-2117 INDIANA AVE
Pace Project No.: 4067746

QC Batch: GCV/9077 Analysis Method: WI MOD GRO
QC Batch Method: TPH GRO/PVOC WI ext. Analysis Description: WIGRO Solid GCV
Associated Lab Samples: 4067746001, 4067746002, 4067746003

METHOD BLANK: 682329 Matrix: Solid
Associated Lab Samples: 4067746001, 4067746002, 4067746003

Parameter	Units	Blank Result	Reporting Limit	Analyzed	Qualifiers
1,2,4-Trimethylbenzene	ug/kg	<25.0	60.0	09/28/12 09:57	
1,3,5-Trimethylbenzene	ug/kg	<25.0	60.0	09/28/12 09:57	
Benzene	ug/kg	<25.0	60.0	09/28/12 09:57	
Ethylbenzene	ug/kg	<25.0	60.0	09/28/12 09:57	
m&p-Xylene	ug/kg	<50.0	120	09/28/12 09:57	
Methyl-tert-butyl ether	ug/kg	<25.0	60.0	09/28/12 09:57	
Naphthalene	ug/kg	<25.0	60.0	09/28/12 09:57	
o-Xylene	ug/kg	<25.0	60.0	09/28/12 09:57	
Toluene	ug/kg	<25.0	60.0	09/28/12 09:57	
a,a,a-Trifluorotoluene (S)	%	101	80-120	09/28/12 09:57	

Parameter	Units	682331									
		Spike Conc.	LCS Result	LCSD Result	LCS % Rec	LCSD % Rec	% Rec Limits	RPD	Max RPD	Qualifiers	
1,2,4-Trimethylbenzene	ug/kg	1000	1050	1040	105	104	80-120	1	20		
1,3,5-Trimethylbenzene	ug/kg	1000	1040	1030	104	103	80-120	1	20		
Benzene	ug/kg	1000	995	982	100	98	80-120	1	20		
Ethylbenzene	ug/kg	1000	1030	1020	103	102	80-120	1	20		
m&p-Xylene	ug/kg	2000	2070	2060	104	103	80-120	1	20		
Methyl-tert-butyl ether	ug/kg	1000	902	883	90	88	80-120	2	20		
Naphthalene	ug/kg	1000	982	1010	98	101	80-120	3	20		
o-Xylene	ug/kg	1000	1040	1030	104	103	80-120	1	20		
Toluene	ug/kg	1000	1010	990	101	99	80-120	2	20		
a,a,a-Trifluorotoluene (S)	%				104	100	80-120				

QUALITY CONTROL DATA

Project: 5564 IPT-2117 INDIANA AVE
Pace Project No.: 4067746

QC Batch: PMST/7690 Analysis Method: ASTM D2974-87
QC Batch Method: ASTM D2974-87 Analysis Description: Dry Weight/Percent Moisture
Associated Lab Samples: 4067746001, 4067746002, 4067746003

SAMPLE DUPLICATE: 689855

Parameter	Units	4068507003 Result	Dup Result	RPD	Max RPD	Qualifiers
Percent Moisture	%	7.5	7.6	1	10	

QUALIFIERS

Project: 5564 IPT-2117 INDIANA AVE
Pace Project No.: 4067746

DEFINITIONS

DF - Dilution Factor, if reported, represents the factor applied to the reported data due to changes in sample preparation, dilution of the sample aliquot, or moisture content.
ND - Not Detected at or above adjusted reporting limit.
J - Estimated concentration above the adjusted method detection limit and below the adjusted reporting limit.
MDL - Adjusted Method Detection Limit.
PRL - Pace Reporting Limit.
RL - Reporting Limit.
S - Surrogate
1,2-Diphenylhydrazine (8270 listed analyte) decomposes to Azobenzene.
Consistent with EPA guidelines, unrounded data are displayed and have been used to calculate % recovery and RPD values.
LCS(D) - Laboratory Control Sample (Duplicate)
MS(D) - Matrix Spike (Duplicate)
DUP - Sample Duplicate
RPD - Relative Percent Difference
NC - Not Calculable.
SG - Silica Gel - Clean-Up
U - Indicates the compound was analyzed for, but not detected.
N-Nitrosodiphenylamine decomposes and cannot be separated from Diphenylamine using Method 8270. The result reported for each analyte is a combined concentration.
Pace Analytical is TNI accredited. Contact your Pace PM for the current list of accredited analytes.
TNI - The NELAC Institute.

LABORATORIES

PASI-G Pace Analytical Services - Green Bay

ANALYTE QUALIFIERS

D3 Sample was diluted due to the presence of high levels of non-target analytes or other matrix interference.
S7 Surrogate recovery outside control limits (not confirmed by re-analysis).
W Non-detect results are reported on a wet weight basis.

QUALITY CONTROL DATA CROSS REFERENCE TABLE

Project: 5564 IPT-2117 INDIANA AVE
Pace Project No.: 4067746

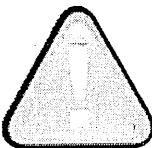

Lab ID	Sample ID	QC Batch Method	QC Batch	Analytical Method	Analytical Batch
4067746001	SAMPLE 1-EAST DISPENSER	TPH GRO/PVOC WI ext.	GCV/9077	WI MOD GRO	GCV/9078
4067746002	SAMPLE 2 -WEST DISPENSER	TPH GRO/PVOC WI ext.	GCV/9077	WI MOD GRO	GCV/9078
4067746003	SAMPLE 3-TANK LINES	TPH GRO/PVOC WI ext.	GCV/9077	WI MOD GRO	GCV/9078
4067746001	SAMPLE 1-EAST DISPENSER	ASTM D2974-87	PMST/7690		
4067746002	SAMPLE 2 -WEST DISPENSER	ASTM D2974-87	PMST/7690		
4067746003	SAMPLE 3-TANK LINES	ASTM D2974-87	PMST/7690		

Wisconsin Department of Natural Resources
Environmental Cleanup & Brownfields Redevelopment






BRRTS on the Web

The Bureau for Remediation and Redevelopment Tracking System (BRRTS) on the Web is a searchable database containing information on the investigation and cleanup of potential and confirmed contamination to soil and groundwater in Wisconsin.

Navigation: [BOTW Home](#) >> [Basic Search](#) >> [Search Results](#) >> 03-60-150965 Activity Details

03-60-150965 UNIMART HWY 28						
NOT A LUST-CLOSED SITE						
	Cleanup has been approved at this location but some contamination remains. Due to this remaining residual contamination, one or more continuing obligations are applicable to this location (e.g., an asphalt cap or other barrier covering the contamination). For information specific to the continuing obligations at this location, read the Closure Letter within the GIS Registry Packet in the Documents section below. For general information on managing continuing obligations and residual contamination click here . You must contact DNR before constructing a well. Remaining contamination must be properly handled if disturbed.					
Location Name (Click name to view details and other activities)				County	WDNR Region	
UNIMART HWY 28				SHEBOYGAN	SOUTHEAST	
Address				Municipality		
2117 INDIANA AVE				SHEBOYGAN		
Public Land Survey System			Latitude	Google Maps	RR Sites Map	
SE 1/4 of the NW 1/4 of Sec 27, T15N, R23E			43.7418703	CLICK TO VIEW	CLICK TO VIEW	
Additional Location Description			Longitude	Facility ID	Size (Acres)	
NONE			-87.7339813	460075000	UNKNOWN	
Jurisdiction	PECFA No.	EPA Cerclis ID	Start Date	End Date	Last Action	
DSPS	53081472917		1997-05-16	2005-12-08	2006-02-17	
Comments						
*** TRANSFERRED TO DEPT OF SAFETY AND PROFESSIONAL SERVICES (DSPS) - NO LONGER UNDER DNR JURISDICTION ***						
Characteristics						
EPA NPL Site?	DSPS Tracked?	Eligible for PECFA Funds?	Above Ground Storage Tank?	Drycleaner?	Co-Contamination?	On GIS Registry? 
No	Yes	Yes	No	No	No	Yes
Actions						
Place Cursor Over Code to View Description						
Date	Code	Name	Comment			
1997-05-16	1	Notification	-			
1997-06-17	2	RP Letter Sent	-			
1997-09-11	35	Site Investigation Workplan Received (w/out Fee)	-			
1998-02-02	39	Remedial Action Options Report received (w/out Fee)	-			
1998-02-02	43	Status Report Received	-			
1999-03-15	35	Site Investigation Workplan Received (w/out Fee)/2	-			
2003-01-27	76	Activity Transferred to DSPS (formerly Commerce) .	-			
2003-05-23	37	SI Report Received (w/out Fee)	*** SITE INVESTIGATION DETERMINED BY DSPS TO BE COMPLETE - FROM DSPS DATA INTERCHANGE ***			
2003-05-27	50	GIS Registry Site	Autopopulated from 700/710 entry			
2003-05-27	700	Date Groundwater Registry Fee Received	REC'D CK# 11805 \$250.00			
2003-05-27	710	Date Soil Registry Fee Paid	REC'D CK# 11804 \$200.00			
2005-08-10	84	Conditional Closure	*** Conditional Closure from Commerce Data Interchange ***			

Item 10.

2005-12-08	11	Activity Closed	*** NR726 Closure from Commerce Data Interchange ***		
2005-12-08	232	Continuing Obligation - Residual Soil Contamination	*** AUTO POPULATED AT FINAL CLOSURE DUE TO 710 ACTION ***		
2005-12-08	236	Continuing Obligation - Residual GW Contamination	*** AUTO POPULATED AT FINAL CLOSURE DUE TO 700 ACTION ***		
2006-02-17	100	GIS Registry QAQC Completed	AB		
Documents					
Click Document Name or URL to Open Please note: not all files listed are available to be viewed on-line.					
Category : Name					File Type
GIS Registry Packets : GIS Registry Packet					
Impacts					
Type			Comment		
Soil Contamination			-		
Substances					
Substance		Type		Amount Released	Units
Gasoline - Unleaded and Leaded		Petroleum			
Who					
Click Project Manager Name to Compose Email					
Role		Name/Address			
Responsible Party		LAKESHORE OIL & TIRE CO TWO RIVERS, WI 54241			
Consultant		ENVIRONMENTAL ASSESSMENTS INC 645 W SENECA DR APPLETON, WI 54911			
RP Contact/Agent		BILL SPRINGER 2022 SCHOOL ST TWO RIVERS, WI 54241			
Project Manager		WI DEPT OF SAFETY & PROFESSIONAL SERVICES (DSPS) 201 W WASHINGTON AVE MADISON, WI 53703			
Quick Response Codes 					
Scan to Transfer Information to Your Wireless Device					
					
	Page URL	Google Maps	GIS Registry PDF		

BRRTS data comes from various sources, both internal and external to DNR. There may be omissions and errors in the data and delays in updating new information. Please see the [disclaimers page](#) for more information.

The Official Internet site for the Wisconsin Department of Natural Resources
101 S. Webster Street . PO Box 7921 . Madison, Wisconsin 53707-7921 . 608.266.2621

Release 2.12.5 | 08/01/2012

WATER MAIN TESTING AND SAMPLING PROCEDURES

Contractor shall provide all labor and equipment, including sample points, and **sterilize, flush** and **hydrostatically test** all new water main and large service laterals (and extensions and modifications to existing lines). This would apply to lines generally larger than 2" in diameter. Pressure testing shall be witnessed by Utility, during normal working hours, at standard charges to Contractor for such witnessing.

KEEP THE PIPE CLEAN! Maintaining clean pipes and avoiding major contamination during construction will save time and expense during testing. Even extremely high chlorine concentrations will not disinfect a dirty main. Also, flushing is no substitute for preventive measures during construction.

Where pipe, valves, and fittings installed at connections to existing mains cannot be sterilized and flushed same as new installations, use following procedures:

- After existing pipe, valve, and/or fitting has been exposed or plug removed, clean and wash existing point of connection with not less than 2 applications of 25% solution of sodium hypochlorite.
- Clean and wash each new fitting, valve, and pipe section to remove foreign materials, which could cause contamination. After cleaning and just before lowering into trench, wash with 2 applications of 25% solution sodium hypochlorite. Sterilize joint materials before use. In making installation, care should be used to avoid contaminating surfaces coming in contact with water when installation is restored to service.

Reasonable amounts of water for flushing and testing purposes may be obtained from Utility, *at no cost* to Contractor. To maintain adequate system pressure, **no more than one hydrant at a time shall be flushed without prior approval** by the Sheboygan Water Utility. The Utility Engineer (phone 920-459-3806) shall be notified of the time that the flushing was completed. After hours and weekends, call on duty personnel at 459-3811.

If water is to be used for any other purpose than filling, flushing and testing the main, or from other than hydrants installed by Contractor on this project, Contractor shall apply in person for a "**hydrant use permit**" at the Sheboygan Water Utility office, 72 Park Avenue, 8:00 A.M.-4:30 P.M. daily. Contractor shall not operate any "public" water main valve or hydrant, but is only authorized to operate the hydrant nozzle valve that will be installed by the Utility after a hydrant use permit is acquired.

Utility shall determine location(s) for sampling, sample, and perform *two* bacteriological tests at *each* location. Generally each dead-end and major branch and every additional approximately 1000' segment of main will be sampled. If, in opinion of Engineer, trench water or excessive dirt or debris has entered main, samples in such areas shall be taken at intervals of approximately 200'.

No hose shall be used for a sample point. Hydrants may be used as a sample point at the risk of the contractor. If provisions require laterals and/or air relief assemblies to be installed at locations acceptable for sampling, the **Contractor** may install such corporations for sampling prior to their reuse after safe samples have been obtained. Sample points shall terminate with no larger than a ½" hose bib or valve with tailpiece no longer than 6" long and ½" diameter, and be capable of sterilization by

torching the valve and discharge (a 1/4" boiler cock on a building riser is ideal). **Sample points must be extended out of the trench, above grade and safely accessible to Utility staff.** Utility personnel will refuse to enter a trench.

It shall be Contractor's responsibility to keep sample points, as well as the main and hydrants, from freezing.

The Sheboygan Water Utility requires the following sampling procedure be used for sampling new water mains (and larger services) and modifications thereto:

1. Water **supply valves shall remain closed** at all times during the construction, except while filling, flushing and at the time of each sampling of the new main. (Water shall not be used for any other purpose until after sampling is completed and line is deemed safe.)
2. The final **flushing must reduce the high chlorine concentration** down to normal distribution system levels (less than 1 part per million). Samples will not be taken if chlorine levels exceed 1.5 part per million.
3. After the final flushing, the water main must sit **undisturbed, for a minimum of 16 before the first sample** is collected by the Utility. It must remain **undisturbed** until after the **second sample**, which will be collected by the Utility, **not less than 24 hours after the first sample.**

ALL SAMPLING IS PERFORMED BY UTILITY PERSONNEL. Contractor must coordinate with Utility Engineer to schedule sampling. **Samples will generally not be collected on weekends or the day before a weekend or Utility holiday.** To confirm test results, call the Utility Engineer at 920-459-3806. The test results will generally be available 24 hours after the second sample has been collected.

If any of the original tests are unsafe, the main can be reflashed and then resampled. If any of the second set of samples are still unsafe, the water main *must* be rechlorinated, flushed, and resampled until satisfactory results are obtained.

PROPERTY OWNER AGREEMENT**Temporary Right of Entry, Construction Easement, and
Hold Harmless Agreement**

(Involving the replacement of lead service lateral (curb stop to meter setting), installation of water meter setting, and electrical grounding)

The owner of the property described in this paragraph (print name): _____
("OWNER") grants to the Sheboygan Water Utility (SWU), its agents and contractors, the right to enter upon the following real property:

[Property Address]: _____

and the improvements thereupon (PROPERTY) so that SWU may implement replacement of the lead water service lateral (LSL) at the PROPERTY.

The OWNER and SWU agree to the following terms:

- (a) Compliance with Laws: All work performed on the PROPERTY by SWU, or SWU employees, agents and contractors, shall be conducted in compliance with all federal, state and local laws, orders, regulations and ordinances.
- (b) Scope of Work: The Scope of Work shall be as set forth in Exhibit A.
- (c) Hours: SWU, and its employees, agents and contractors, shall have access to the PROPERTY as needed to perform the work.
- (d) Hold Harmless: SWU shall cause its contractor(s) to maintain appropriate insurance coverage. OWNER agrees to hold SWU harmless regarding any damage or injury to person or property caused by SWU or its employees, agents, or contractors on the PROPERTY.
- (e) Duration: This agreement shall be effective as of the date indicated below by OWNER and shall remain in effect until completion of the work.
- (f) Confirmed Copies Valid: OWNER may send by email, fax, or regular U.S. mail, a signed copy of this agreement to SWU at the address, email address, or facsimile number provided by SWU.

Dated as of this _____ day of _____, 2017 (the effective date).

SWU:

Name Printed: _____

Name Signed: _____

OWNER(s):

Name Printed: _____

Name Signed: _____

VI

R. C. No. 198 - 22 - 23. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. April 5, 2023.

Your Committee to whom was referred R. O. No. 127-22-23 by the City Clerk submitting various license applications; recommends granting the applications.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

R. O. No. 127 - 22 - 23. By CITY CLERK. March 20, 2023.

Submitting various license applications.

City Clerk

CHANGE OF AGENT

Mark Turner is replacing Mark Aschenbach Jr. as agent effective immediately for Pick n' Save #432 located at 1317 N. 25th Street.

SIDEWALK CAFE (April 14, 2024)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1936	Black Pig	821 N. 8 th Street
3150	Craft 30	908 Michigan Avenue
1926	Il Ritrovo	515 S. 8 th Street
3479	Stefano's Slo Food Market	731 Pennsylvania Avenue
1412	Trattoria Stefano	522 S. 8 th Street

CIGARETTE/TOBACCO (June 30, 2023) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3586	J Mart 5	1441 N. 26 th Street

CLASS "A" FERMENTED MALT BEVERAGE LICENSE (June 30, 2023) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3586	J Mart 5 (BPB Convenience Stores LLC)	1441 N. 26 th Street

CHAS

CLASS "B" BEER LICENSE (June 30, 2023) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3587	Monte's Bar and Grill (BPB Convenience Stores LLC)	1441 N. 26 th Street

"CLASS C" LICENSE (June 30, 2023) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3587	Monte's Bar and Grill (BPB Convenience Stores LLC)	1441 N. 26 th Street

IV

R. C. No. 197 - 22 - 23. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. April 5, 2023.

Your Committee to whom was referred R. O. No. 121-22-23 by the City Clerk submitting a license application; recommends granting the application.

_____	_____
_____	_____
_____	_____

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

R. O. No. 121 - 22 - 23. By CITY CLERK. March 6, 2023.

Submitting various license applications.

City Clerk

CHANGE OF PREMISE

No. Name

Address

3404 Scenic Bar

1635 Indiana Avenue - One day event to be held 4/8/23: to include 20 x 40 area of the parking lot. The North part of the parking lot and the South part of the building. In addition to current premises.

LHPS

R. O. No. 132 - 22 - 23. By DIRECTOR OF PLANNING AND DEVELOPMENT.
April 5, 2023.

Submitting the 2022 Green Tier Legacy Communities Annual Sustainability Report outlining the City of Sheboygan's 2022 sustainable accomplishments and reporting that the document will be submitted to the Wisconsin Department of Natural Resources.

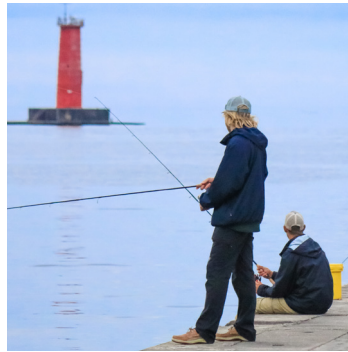
The City of Sheboygan joined the Green Tier Charter in 2013. The Charter provides valuable networking, grant opportunities, and resources for the City's sustainability initiatives. A requirement of being a member of the Charter is that an annual report be submitted by the end of March of each year. The City's Sustainability Coordinator and City staff have prepared and submitted the report, which outlines the City's sustainable accomplishments for 2022.

DIRECTOR OF PLANNING AND DEVELOPMENT

Green Tier Legacy Communities City of Sheboygan 2022 Annual Sustainability Report



GREEN TIER
Legacy Communities



The City of Sheboygan is committed to continued improvement through sustainable projects, programs, and policies. 2022 was a year of ongoing sustainability projects, as well as implementation and instigation of new ones. The City of Sheboygan's Sustainability Task Force was reestablished in 2022. The Task Force is made up of community members, business representatives, and sustainability experts. The Task Force discusses topics related to sustainability and makes recommendations on projects for the City to undertake.



Shoreline Metro

2022 brought many changes for Shoreline Metro. A partnership with HotSpot was established to implement mobile fares and payment options allowing customers to purchase fares digitally and pay with their smartphones. A new Student Bus Pass Program for Sheboygan Area School District students was also developed in partnership with HotSpot. The department also received 10 new fixed route buses and two new paratransit buses.



Electric Scooters

In April of 2021 the Common Council adopted an ordinance which would allow electric scooters to be used on the City streets. In May, Bird Rides Inc. deployed 50 rentable electric scooters into the City and by the end of the summer 100 scooters were available. The scooters can be rented through an app and then left at the rider's destination for other users to use.

In Bird's second summer in Sheboygan there were 6,992 riders who took 38,619 rides overall for a total of 52,387 miles traveled. These scooters have proven to be popular in their first two seasons here and are a more environmentally friendly alternative to traditional modes of transportation. In 2022 7.4 metric tonnes of CO2 were saved by the electric scooters.

Bicycle and Pedestrian Swing Bridge

The City of Sheboygan was awarded a RAISE Grant from the U.S. Department of Transportation in the amount of \$5,341,931 to construct a swing bridge across the Sheboygan River. The bridge will connect the South Pier to the Riverfront District and provide a safer means of active transportation to these areas. The bridge will also provide linkages to a City designated bicycle route and county and regional bicycle trails.

Bike Infrastructure Ride

Sheboygan Active Transportation Committee collaborated with the City of Sheboygan Department of Public Works for a bike infrastructure improvement project. This was part of a larger effort to make Sheboygan a more walkable, accessible, bikeable city. The division worked to create a path for non-motorized transportation by painting sharrows on 8th Street from Michigan Avenue to Pennsylvania Avenue. It was also aimed at supporting small local businesses and safer streets, paths, sidewalks, and trails to connect people with the places they love.

ADA Sidewalk Improvements

The DPW street crews continue to replace sidewalk ramp corners to meet American Disabilities Act standards on all concrete paving and asphalt overlay projects. Street staff and Engineering staff work together to set proper grades for the accessible ramps. This work has increased the amount of effort and time to complete these projects. Staff continues to remain up to date on specific requirements of the ADA Act through annual training.



Alliant Energy Solar Farm

Alliant Energy held a ribbon-cutting ceremony for its completed solar field in Sheboygan on Wednesday, July 27. The City of Sheboygan Solar Field is a partnership between Alliant, developer SunPeak and the city of Sheboygan. The 1-megawatt site, which is located in the Sheboygan Business Center on the city's southwest side, consists of 3,000 solar panels and will provide energy to approximately 180 homes. In addition to getting a source of clean energy, the city will receive 25 years of lease payments.

In addition to Alliant Energy President David deLeon and representatives from both Alliant and SunPeak, the Sheboygan ribbon-cutting ceremony included Mayor Ryan Sorenson, City Administrator Todd Wolf, Director of Planning and Development Chad Pelishek, and representatives from the Sheboygan County Chamber and Sheboygan County Economic Development Corporation.



Sol-Smart Bronze Designation

SolSmart is a designation program developed by The Solar Foundation (TSF) to assist and recognize communities that act to cut red tape and improve local solar market conditions by making it faster, easier and, more affordable to go solar in their jurisdiction. 2022 marks the fourth year Sheboygan has held this designation.

Municipal Solar Production

With an abundance of flat roofs and good southern exposure, the Sheboygan Water Utility has contemplated adding solar photovoltaic panels for some time. The Water Utility uses a lot of electricity to move water through the treatment process and then through the more than 205 miles of water mains serving the City of Sheboygan. After investing in ultra-premium efficiency motors, upsizing critical water mains to minimize losses, and wisely using its storage tanks, the next step was toward more sustainable energy, such as solar.

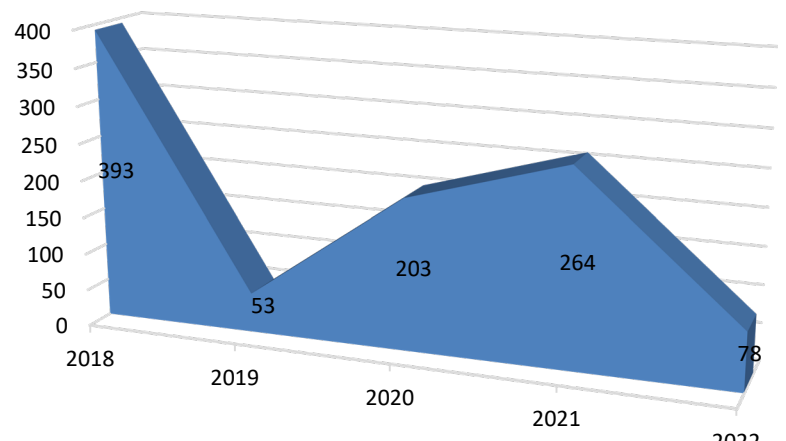
The Water Utility had a modest goal with its 20 kW system. At peak capacity, 20 kW is enough electrical power to supply 200 one-hundred watt light bulbs. This is typically about 30% of the power consumed by the administrative office building.

So now, in addition to producing drinking water, the Sheboygan Water Utility is producing electricity.

Conversion to LED Lights

The Facilities and Traffic Division of the Department of Public Works retro-fit 54 PhillipsGardco street light fixtures to energy efficient LED's which results in an annual energy savings of \$3,995.00. In addition to the street light conversion, the division also converted 24 parking-lot light poles to LED's creating an additional savings of \$1,314.00 annually

LED Street Lighting Conversion



Anti-icing Prior to Snow Events

The Department of Public Works has started to use brine to treat the roadways. The use of brine (anti-icing) is applied up to three days prior to a snow event which prevents the snow and ice from forming a bond with the road surface. By using brine our salt usage was cut by 42% which reduces the amount of salt that bounced and scattered into the curb lines. In the 2021-2022 season the city saw 20 snow events for a total of 26 inches of snow using 2,663 tons of salt.

Replacing Sanitary Manholes

During the 2022 construction season, the DPW replaced 44 sanitary maintenance holes. The division uses precast concrete maintenance holes as replacements. They are often replacing cream city brick maintenances holes built by hand in the late 1800s. Using precast structures makes for faster and easier repairs, limiting the amount of time our employees are working in an excavation. Precast structures also limit the amount of infiltration from ground and surface water. Along with replacing sanitary manholes, crews replaced catch basins and storm water manholes.

Raw Water Improvements Project

Senator Tammy Baldwin’s office announced that the Sheboygan Water Utility will receive \$2.0M in directed spending federal appropriations for its Raw Water Improvements (RWI) project. These funds will directly offset borrowing for the major infrastructure improvement project. According to Superintendent Joe Trueblood, “It is extremely rewarding to have Senator Baldwin’s support for this critical infrastructure replacement project that will serve the Sheboygan area community for decades.” The project includes installation of a 6,500 foot intake pipeline in Lake Michigan, a shore well to receive the lake water, and a pumping station to send it through the water treatment plant.

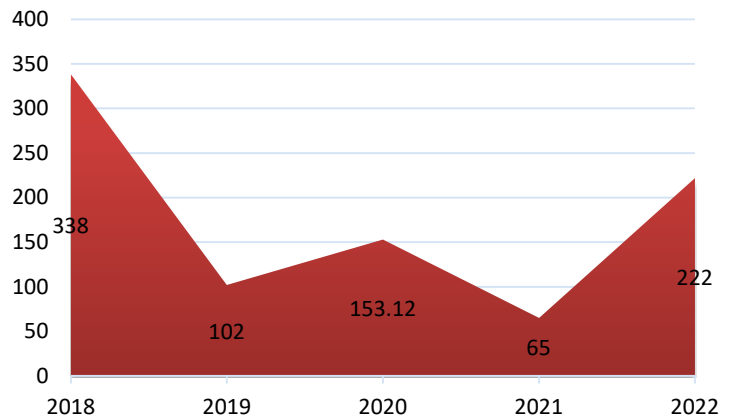
Street Sweeping and Sanitation

Due to water quality concerns, the State of Wisconsin now requires the City to permit its storm sewer system through the Wisconsin Department of Natural Resources (WDNR). The permit requires “best management practices” (BMP) to ensure water quality. Two major BMPs are street sweeping and catch basin cleaning.

In 2000, the Streets Division started to systematically clean catch basins. Prior to this period, the Division cleaned basins only on a complaint basis. The first year experienced a large amount of tonnage collected due to the infrequent cleaning in the past. In 2021, the Department of Public Works removed over 65 tons of debris from the catch basins.

The Department of Public Works also dispatches four street sweepers to comply with the WDNR’s storm water permit requirements. During early spring, the DPW will dispatch all four sweepers for heavy sweeping. After, the City has been completely swept one time; two sweepers are kept on through the rest of the year as weather permits. In 2022, the Department swept over 5,783 miles of curb line and removed 766 tons of debris from the City streets.

Catch Basin Debris Removed (Tons)

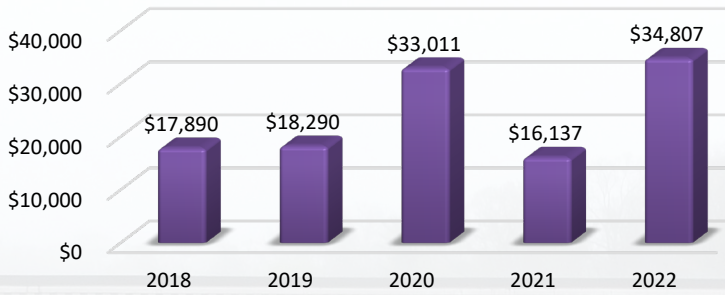


Residential Recycling Center

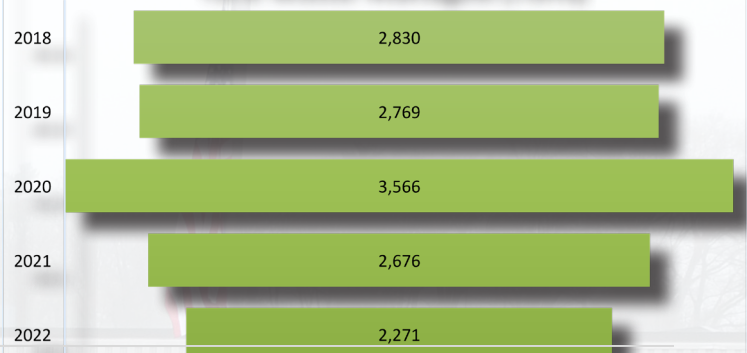
The Residential Recycling Center is a drop-off site that provides residents with a place to dispose scrap metal, yard waste, waste oil, and many other items not picked-up with curbside collection or banned from landfills. Currently, there is no charge for this service. The following is a summary of the utilization of the drop-off site.

DPW RECYCLING CENTER STATISTICS

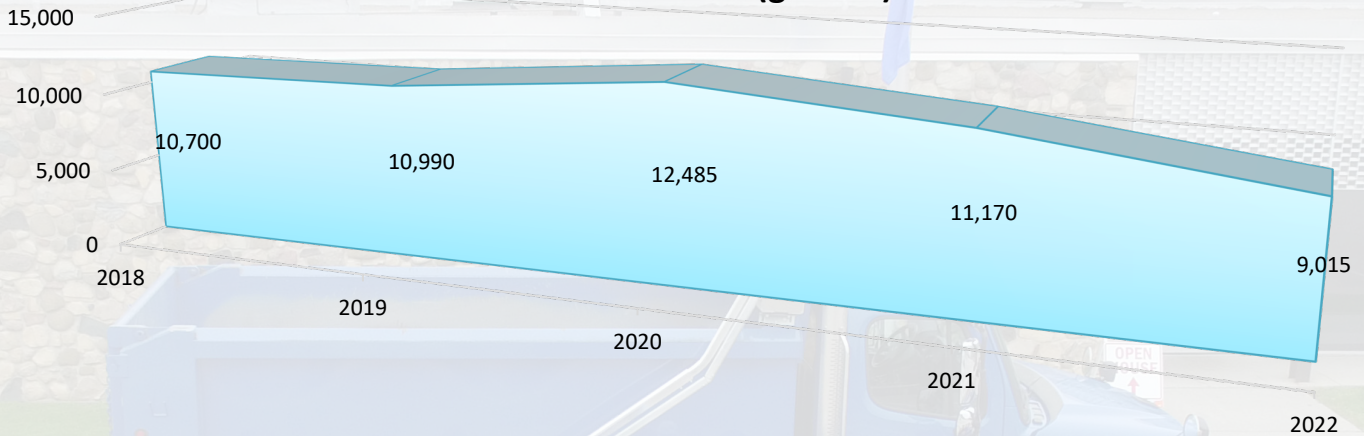
Annual Cost To Grind Branches



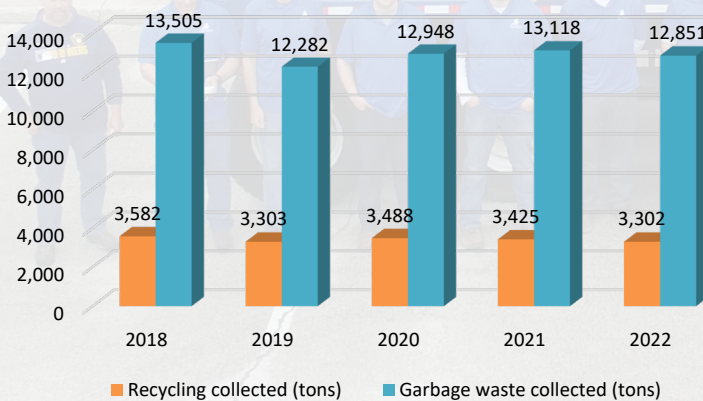
Yard Waste Managed (Tons)



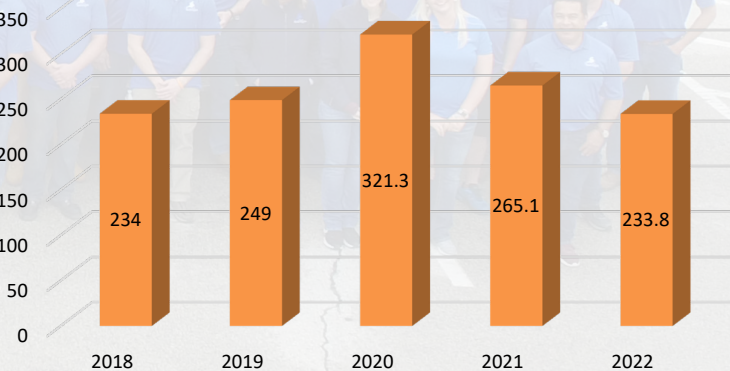
Oil collected (gallons)



Refuse/Recycling Curbside Collection



Scrap Metal (Tons)



Bluff Restoration

The Parks Division continues to work with Lakeshore Natural Resource Partnership, and several other partners to hire Wisconsin Conservation Corps (WisCorps) to remove and chemically treat a variety of invasive species. Stantec, an environmental engineering consultant, is instrumental in working with WisCorps along the North Point Bluff. WisCorps were able to work two weeks on the bluff again in 2022. Part of the Bluff Restoration Project will be the continued invasive removals and planting of a variety of native grass seed, trees, and shrubs for erosion control.

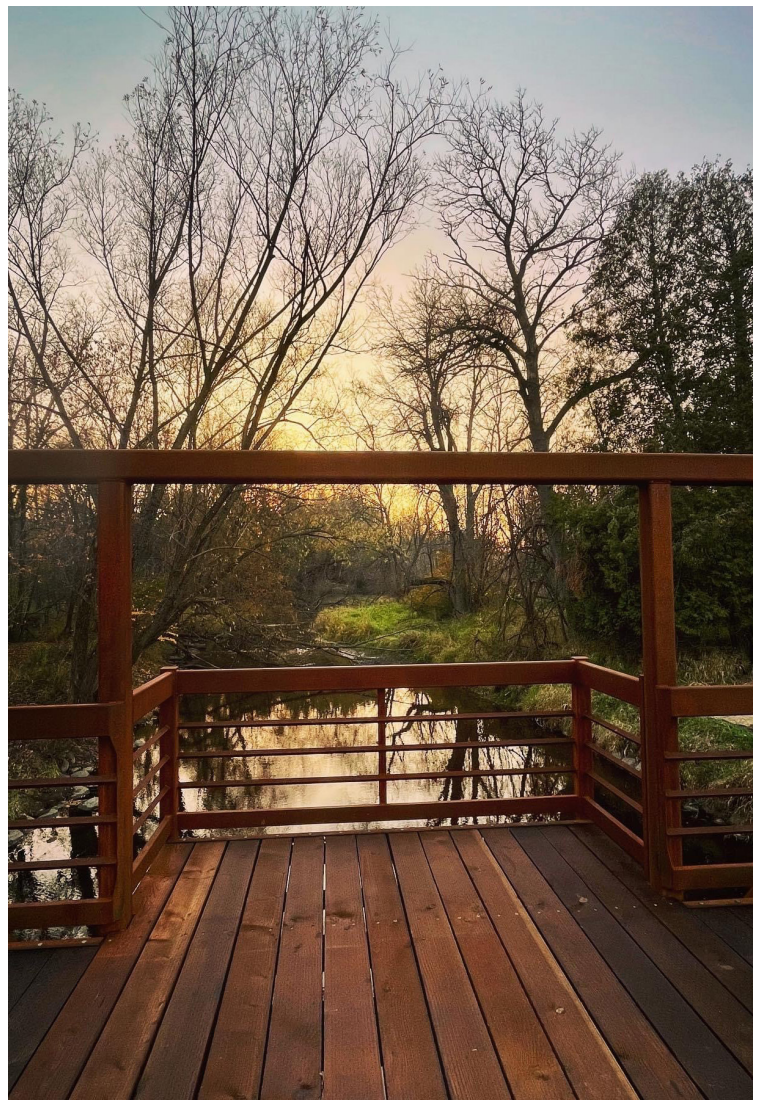


Tree City USA & Tree City of the World

The Tree City USA program provides direction, technical assistance, public attention and national recognition for urban and community forestry programs in thousands of towns and cities. The Arbor Day Foundation recently published their Tree City USA Summary for 2021 and Sheboygan is proud to continue to be the longest running active Tree City USA community in Wisconsin – we've got 44 years! In 2022, Sheboygan also celebrated its second year being designated a "Tree City of the World", the only city in Wisconsin with this designation.

Evergreen Bridge

The City applied for a Natural Resource Damage Assessment (NRDA) grant in the Summer of 2019. A grant in the amount of \$196,000 was awarded and \$176,000 was allocated for replacement of the deteriorating bridge between Evergreen Park, Area #5 and the main area of Evergreen Park with a new bridge in a new, nearby location. The new bridge provides accessible fishing areas at the edge of the river and accessible fishing bump-outs on the bridge that allows an angler easier access to the Pigeon River. The old wooden bridge and concrete abutments were removed and new pathways now connect the bridge to the existing main road in Evergreen Park as well as the restroom facility in Area 5.



Comprehensive Outdoor Recreation Plan

The Department of Public Works spent a significant amount of time with GRAEF Consulting in 2022 to update the City's Comprehensive Outdoor Recreation Plan. Keeping a current plan not only provides an assessment of recreational facilities and current needs but it also allows the city to be eligible for certain recreation grant programs administered through state and federal agencies. Facilitated by GRAEF Consulting, three community meetings were held throughout the summer and a month-long community survey was provided in several forms to reach as many community members as possible. This was all done in an effort to receive as much community feed-back as possible about what the public wants from our city parks and trails. The proposed completion of the plan is May 2023.



Riverfront Trail Expansion

The City of Sheboygan received CDBG-CV3 funds through the CARES Act that were originally dedicated to Lakeshore CAP to operate a mortgage and utility assistance program. There was little interest in this program so Lakeshore CAP reimbursed the City \$85,938.89. This money was then reprogrammed for the expansion of the existing riverfront trail at Kiwanis Park from New Jersey Avenue to N. 17th Street. Now you will be able to travel from New Jersey Ave north past Kiwanis Park and connect to the Shoreland 400 Trail, which is a 1.67 mile 12' paved multi use trail in the northern part of the City.

Bare Root Accelerated Growth System

The Department of Public Works showcased their new Bare Root Accelerated Growth System which had approximately 350 trees in 2022. This system will greatly accelerate the root growth of newly planted trees to give them a jump start after transplanting. The construction of this project was made possible by the grant funding received from Sheboygan County Stewardship, Restoration Of Our Trees Sheboygan (ROOTS) and Alliant Energy paired with the hard work from Department of Public Works staff.

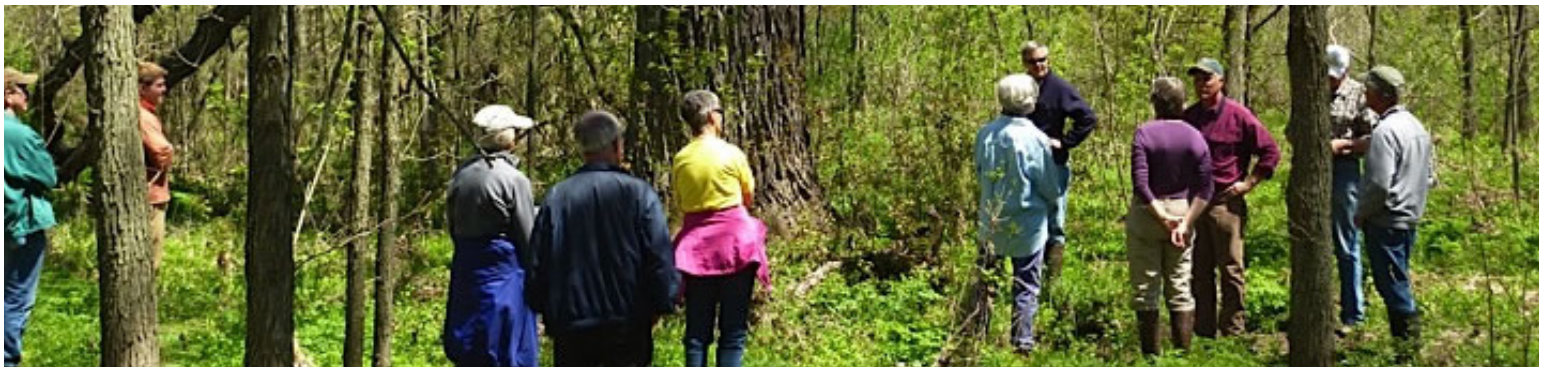


Maywood Environmental Park

Ellwood H. May Environmental Park, or more commonly referred to as, “Maywood,” is Sheboygan’s largest park with 135-acres of unique property that has been converted back into a natural state including six unique habitats; Prairie, Pine Forest, Mixed Hardwood Forest (Maple Forest), Ponds, Wetlands and the Pigeon River. The property also has an arboretum, a butterfly and humming bird garden, and a fantastic Ecology Center.

Maywood’s primary focus is environmental education and stewardship. Programs offer educational and outdoor experiences designed to connect people of all ages to the natural world. In 2018, Maywood worked with the Sheboygan Area School District and Camp Y-Koda to offer a preschool program. The program has grown and now offers morning and afternoon sessions that offer a hands-on nature-based learning experience. The nature school was able to earn a recycled plastic bench by engaging the community and collecting plastic bags that may otherwise end up in landfills. Several other programs are also offered geared towards people of all ages. OWLS (Older, Wiser, Livelier Scholars) connects the community to nature with seasonal hikes and hands-on activities. Yoga programs are also offered to allow for the community to practice yoga in a nature setting.

While the COVID-19 pandemic is still effecting many businesses and organizations throughout Sheboygan, Maywood has seen an increase in visitors.



Mead Seed Library & Plant Exchange

Mead Seed Library is a collection of open-pollinated and heirloom seeds that can be borrowed to plant and grow at home. The seed collection depends on donations. Residents can use free, locally donated seeds from the library to grow their own vegetables and flowers. Then, participants can let some go to seed and return some of the next generation seeds for others to borrow.

Along with the seed library, Mead Public Library also offers a plant exchange where residents can swap plants with your neighbors. You can leave a plant cutting, take a cutting, or both!



Make Music Day

Sheboygan participated in Make Music Day for the first time in 2022. Make Music Day is a free celebration of music around the world on June 21. Completely different from a typical music festival, Make Music is open to anyone who wants to take part. Every kind of musician – young and old, amateur and professional, of every musical persuasion – pours onto streets, parks, plazas, and porches to share their music with friends, neighbors, and strangers. Promoting the natural music maker in everyone, regardless of ability or prior experience, music of all kinds were found in parks, plazas, pubs, porches, and other Sheboygan locales.

All Abilities Purple Octopus Playground

Above and Beyond Children’s Museum has installed a fully ADA-accessible, public, outdoor playground called the Purple Octopus Playground in their outdoor green space. Prior to this park, the downtown area did not have a public outdoor play space that is specifically ADA-accessible. The playground was designed with ADA-accessible components including a wheelchair transfer platform in the head of the octopus and ground-level accessible equipment and swing set. It’s part of an outdoor exhibit that children of all backgrounds and abilities will have the opportunity to interact with. This project was funded in part by a \$40,000 contribution from the City’s CDBG dollars.



Beach Cleanups

Through a partnership with Alliance for the Great Lakes, and Lakeshore Natural Resource Partnership, many of Sheboygan’s community organizations participate in organized beach clean-ups. The COVID-19 pandemic limited the size and frequency of these cleanups in 2020, but in 2021 and 2022 these efforts resumed to a larger scale and continue to bring community members together around a shared passion for keeping Sheboygan’s greatest asset clean and healthy. In 2022, six beach cleanups were held on two days, one in the spring and one in the fall, cleaning up four of Sheboygan’s parks on the lake front.

Ongoing Wellness Committee & Initiatives

In 2016 the City of Sheboygan established an employee-based wellness committee. This committee meets on a regular basis and is tasked with creating a working environment that creates and supports a healthy lifestyle, and wellness for all employees. The wellness committee maintains the Healthy Citizen of Sheboygan (COS) Facebook page.



The City has implemented a new wellness program for 2021 called Go365 through Humana. This program allows employees to earn rewards for completing different healthy activities. These activities can range from workouts, preventive exams, challenges, and many more. This is a great way to help people be accountable for their own health and wellness and work towards their personalized goals.



Sustainable Sheboygan Task Force

At the Common Council meeting on March 21, 2022, the Council adopted a resolution to reestablish the Sustainable Sheboygan Task Force. The City of Sheboygan originally established a Sustainable Sheboygan Task Force (SSTF) in May 2008. The SSTF met for a number of years, but as of the 2018-2019, no members were appointed to it. The resolution adopted on March 21, 2022 is reorganized the SSTF such that it is comprised of 12 members, each of whom shall be a resident of the City, appointed by the Mayor and approved by the Common Council. The purpose of the Sustainable Sheboygan Task Force is to study and make recommendations to the Mayor, Common Council, and city staff regarding strategies to be adopted by the City for creating and maintaining a sustainable Sheboygan, focusing on such topics as conservation, sustainability, clean water, climate change, and raising community awareness on environmental stewardship, that will result in cost savings and reduced consumption of resources throughout the City of Sheboygan.



St Clair Parklet

A portion of St. Clair Avenue between North 8th Street and North 9th Street closed for the summer months to designate a street space into a temporary public gathering space which included enhancements such as seating, bicycle rack, and landscaping. The purpose of the temporary gathering space, or parklet, is to re-image the area, provide pedestrian amenities, and encourage non-motorized transportation while supporting local businesses and enhancing the public space.

Better Cities for Pets Grant

Mars Petcare launched the BETTER CITIES FOR PETST™ initiative in 2017 to offer a variety of tools and resources to assist municipalities in creating shelters, businesses, homes, and parks that are welcoming to all. Looking to increase opportunities for residents to spend time outside with their four-legged friends, the Mayor’s Pet-Friendly Task Group applied to the program with a focus on parks and other public spaces. Sheboygan was awarded this grant and will use it to increase pet-friendliness in its public spaces. The Group will recommend that the Common Council open several parks to pets, and communicate where pets are, and are not, allowed and ensure that our parks remain clean and well-maintained.



Sidewalk Poetry Program

Mead Library and the City of Sheboygan Public Works are soliciting original poetry from local residents as part of the city’s new Sidewalk Poetry Program. The program will transform city sidewalks into an open poetry book, with original poetry stamped onto public sidewalk squares slated for repair throughout the city. The first sidewalk poems are slated to be installed in 2023, with annual rounds of submissions and installations in subsequent years.

In 2019, the Department of City Development created a Sustainability Guidebook to be used by the community to increase sustainability projects, making more sustainable lives accessible to everyone.

The strategies and projects in the Guidebook cover a wide gamut, from quick and easy projects that can be completed in a few hours to larger, more complex ones. Every strategy can be scaled up or down to meet the needs of an individual, a large organization, or any size in between. Organizations of all sizes and people of all ages, abilities, and means can make sustainability a reality.

This guidebook is a practical guide to sustainable strategies and projects that can be used by community groups, neighborhood association, non-profits, or even individuals looking for inspiration and information. This guide leads users through each project from explanation to completion and ongoing maintenance. The Guidebook is divided into eight sections, and each section includes detailed how-to instructions, and local resources.

The Guidebook sections include:

Community Gardens

A community garden is a parcel of land in an urban or suburban setting where members of the community can rent individual plots of land to grow their own food.

Waste Stream Management

Waste stream management begins with monitoring where different types of waste currently go and how they might be diverted to somewhere less harmful and more useful—for example, from a landfill to a recycling plant. Monitoring also includes monitoring how much waste is produced and determining how waste can be reduced.



Local Food and Growing Food

Choosing to eat local food is a sustainable choice because it drastically reduces the energy needed for transportation. Buying local food also supports your local economy. Finally, eating locally can be healthier.

Native Landscaping and Stormwater Plantings

Native species need less maintenance than species from a very different climate and will be well-adapted to endure local weather conditions. One large benefit of planting native species is the reduced maintenance cost and time. Native plants require much less fertilizer, which has less negative downstream effects on water quality.

Water Protection and Conservation

Water protection and conservation projects include projects that typically use less water and that do not harm the water system. These types of projects can be done both inside and outside.

Energy Saving

Performance will remain the same—or even increase—and power bills will go down, so the only differences you will notice are positive ones. Energy efficiency projects include energy efficient lighting, programmable or smart thermostat, insulating water heaters and hot water pipes and sealing air leaks.





Number	Metric Key Indicator	Description	Applicability All/County/Municipality	Core Metric Yes/No	Enter 2022 Data	Narrative: DO NOT discuss Supporting Actions here, only notes about the actual metric if you have them	Optional Any comments about the metric? Should it be core?
ER-1	Increase in municipal use of renewable energy (%)	Percentage of local government's (GTLC member's) overall electricity consumption that comes from renewable energy sources. Methodology: 1. Use billing statements for all of the local government's electric utility accounts to calculate total annual electricity consumption (kWh). 2. Review billing statements to calculate total renewable electricity purchased during the year. 3. Consult monitoring software for on-site renewable energy sources to calculate total on-site renewable energy generated (kWh) 4. Review billing statements to calculate total on-site renewable electricity that was exported. 5. Calculate [(On-site electricity produced + renewable energy purchased)/(Total purchased electricity + total generated electricity consumed on-site)]	All	Y	0.0002%		
ER-2A	Decrease in community electricity use (Annual kWh per capita)	Electricity use in the member community Methodology 1. Coordinate with electric utilities that serve the community to obtain aggregate electricity sold in the jurisdiction during the year (kWh) 2. Calculate: [Aggregate electricity sold in the community by Utility A + Utility B + Utility N]/Population	All	N	88,314.5 kWh		
ER-2B	Decrease in community natural gas use (annual therms per capita)	Natural gas use in the member community Methodology 1. Coordinate with natural gas utilities that serve the community to obtain aggregate natural gas sold in the jurisdiction during the year (Therms) 2. Calculate: [Aggregate therms sold in the community by Utility A + Utility B + Utility N]/Population	All	N			
ER-3A	Decrease in government building electricity use (annual kwh per capita)	Gross electricity consumption (kWh) by local unit of government (GTLC member) Methodology 1. Use billing statements for all of the local government's electric utility accounts to calculate total annual electricity consumption (kWh). 2. Consult monitoring software for on-site renewable energy sources to calculate total on-site renewable energy consumed on-site (kWh) 3. Sum purchased electricity and on-site generated electricity consumed (kWh) 4. Divide total kWh by the population	All	Y	427.29 kWh		
ER-3B	Decrease in government building natural gas use (Annual therms per capita)	Total natural gas consumption (therms) by local unit of government (GTLC member) Methodology 1. Use billing statements for all of the local government's natural gas utility accounts to calculate total annual natural gas consumption. 2. Divide total therms by the population	All	Y	8.11 therms per capita		
ER-3C	Decrease in government building fuel oil consumption (gallons per capita)	Total fuel oil consumption (gallons) by local unit of government (GTLC member) Methodology 1. Use invoices from all delivered fuel oil used as energy for facilities to sum total gallons purchased during the year. 2. Divide total Gallons by the population	All	Y	0.00		
ER-3D	Decrease in government building propane consumption (lbs per capita)	Total propane consumption (pounds) by local unit of government (GTLC member) Methodology 1. Use invoices from all delivered propane used as energy for facilities to sum total pounds purchased during the year. 2. Divide total pounds by the population	All	Y	0.00		
ER-4	Decrease in government building Energy Use Intensity (EUI) (kBtu/sq ft)	Overall energy use intensity of all buildings owned by local unit of government (GTLC member). Methodology 1. Identify all energy uses in ER-3A – ER-3D that supply buildings.* 2. For each energy use, convert to kBtu equivalents: (1 kWh = 3.412 kBtu, 1 therm = 100 kBtu, 1 gallon fuel oil = 138.5 kBtu, 1 lb propane = 21.5 kBtu) 3. Sum the indoor square feet of all government buildings 4. Divide total kBtu calculated in step 2 by total square feet calculated in step 3. *For purposes of calculating EUI, energy that supplies non-building uses (ex. street lights) should be excluded. If you use EPAs Portfolio Manager, you can find square footage there.	All	Y	62.17kBtu/sqft		
ER-5A	Increase in number of sustainable government buildings (count)	Number of sustainability-certified buildings owned by local unit of government (GTLC member). Methodology 1. Count of all buildings owned by the local unit of government that are certified by LEED, WELL, ENERGY STAR, Passive House, Net Zero Energy, Green Globes, Living Building 2. Communities may contact DNR staff regarding consideration of additional building certification types	All	Y	0.00		
ER-5B	Increase in number of sustainable buildings in the community (count)	Number of sustainability-certified privately owned buildings in the member community Methodology 1. Count of all privately-owned buildings in the jurisdiction that are certified by LEED, WELL, ENERGY STAR, Passive House, Net Zero Energy, Green Globes, Living Building 2. Communities may contact DNR staff regarding consideration of additional building certification types	All	N			
ER-6	Decrease in GHG emissions intensity - government facilities (metric tons per capita)	Metric tons of carbon dioxide equivalents (CO2e) emitted from energy consumed by government buildings Methodology Follow the instructions in the GTLC Emissions Calculator to determine the per capita GHG emissions for the municipality/county for the reporting year.	All	Y	335.83		

Metric		Description	Applicability All/County/Municipality	Core Metric Yes/No	Enter 2022 data	Narrative: DO NOT discuss Supporting Actions here, only notes about the actual metric if you have them	Optional Any comments about the metric? Should it be core?
Number	Key Indicator						
TS-1	Increase in bike/ped infrastructure (miles, %)	Percent of arterial and sub-arterial road miles with designated bike and pedestrian areas, including bike lanes, signage, and "sharrows" Methodology: Using GIS or other mapping tools, map out the roads in your community and determine how many miles include walking and biking infrastructure. Source: This may require collaboration with Planning/GIS/Public Works - Here is an public project to map all bicycle facilities: https://www.cyclism.org/#map=9/44.4403/-448.7975/cyclism	All	Y	13.08%		
TS-2	Increase in Public EV Charging Stations (count per capita)	Number of public EV charging stations. Methodology: Using plugshare's website (or other internal sources) to determine the number of public charging stations in your community. Divide by population to get a per capita number. Source: https://www.plugshare.com/	All	Y	0.0002		
TS-3	Increase in Sustainable Vehicles (number, %)	Number of EVs, hybrids, and alternative fuel vehicles in the municipal fleet. Methodology: Call fleet services department or relevant public works employee to find out the total number of vehicles in the fleet and the number of EVs, hybrids, and alternative fuel vehicles in the municipal fleet. Report the total percentage of sustainable vehicles.	All	Y	2		
TS-4	Improvement in walking infrastructure for vulnerable populations (walkscore average)	Average Walkscore for public schools in the community. Methodology: Put the addresses of public schools into Walkscore and then report the average number. If there are more than 5 schools, just choose 5 that are spaced evenly throughout the city. Source: https://www.walkscore.com/	Municipality	N	63.8		
TS-5	Decrease in traffic fatalities & serious injuries (number per capita)	Number of traffic fatalities and serious injuries on streets within City Limits OR on County Highways (bike, ped, or vehicle) Methodology: Find your community in the WisTransPortal System and set the dates to the reporting year. Count the number of traffic fatalities and suspected serious injuries. Report that number divided by the population of your community for a per capita count. Source: https://transportal.cee.wisc.edu/partners/community-maps/	All	N			
TS-6	Increase in complete streets (count)	Cumulative miles or feet of complete streets projects constructed. Methodology: Similar to TS-1, find how many miles or feet of roadway include designated bike and pedestrian areas. What is the total built since the base year? Report that total here.	All	N			
TS-7	Increase in sustainable transportation funding (dollars, inflation-adjusted to baseline year)	Increase or maintain funding for sustainable transportation projects or other related work. Work to improve utilization of available funding sources for sustainable transportation. Methodology: Review city budget and report total funding for walking, biking, transit and other sustainable transportation projects.	All	Y	0		
TS-8	Other support for reducing transportation emissions (# of resolutions passed)	Pass ordinances that support the reduction of GHG emissions from transportation, including more funding for walking, biking, transit, reduced idling, required impact fees, transportation demand management, etc. Methodology: Work with city staff to determine how many ordinances have been passed that support the reduction of GHG gas emissions from transportation.	All	Y	0		
TS-9	Promote Bike Safety and other active living education and awareness	Number of participants in City or County held events	All	N			

Metric		Description	Applicability All/County/Municipality	Core Metric Yes/No	Enter 2022 data	Narrative: DO NOT discuss Supporting Actions here, only notes about the actual metric if you have them	Optional Any comments about the metric? Should it be core?
Number	Key Indicator						
LU-1	Reduce the number of known polluted sites (% of known sites)	Percent of known brownfield sites that have been remediated in the municipality or county. If none, then state NA. Methodology: **BIRTS system at DNR has all sites listed that are in CROWN - BIRTS on the Web. Can search by municipality and/or county. Use the download button at the top of the table to download a spreadsheet. Filter in the status column to select only records that are OPEN or CLOSED. Count the total number of sites listed within the jurisdictional boundary and divide by those that are labeled as CLOSED. If no sites exist, state NA.	All	Y	NA		
LU-2	Increase public awareness of sustainable land use practices (# of hours allotted per capita)	County and municipal staff and volunteer hours allotted to promoting sustainable land use practices through education and outreach for private and institutional properties. Methodology: Count the number of staff or volunteer hours allotted to the promoting of these practices.	All	Y	0		
LU-3	Increase or maintain amount of accessible & healthy natural areas and green spaces (Acres per capita)	Acres of public parks and designated green spaces per capita Methodology: Using GIS, select parcels or portions of designated green spaces within a parcel. Using the attribute table, sum the amount of acres and divide by population. ** Green spaces must be accessible to the public for recreational purposes. Swamps, wet prairies, brushlands, private parks, etc. that are not easily accessible for recreational purposes like hiking, hunting, fishing, sports, play, etc. should not be considered for this metric. To be considered, these spaces should not be in a state of environmental degradation or misuse.	All	Y	0.014		
LU-4	Improve accessibility and connectivity of trails and paths (Miles per capita)	Miles of recreational trails or shared use pathways per capita Methodology: GIS data recorded for trails and shared use pathways should be available from the County or Municipality. Measure the distance using a measurement tool or by aggregating all recorded distances for trails known for the County or City and then divide distance by population.	All	Y	0.0003		
LU-5	Increase or maintain healthy natural areas (% of acres owned by Muni/County)	Percent of the total acreage of municipality or county owned land maintained as natural areas with public access. (Open green space that is not maintained for native habitat areas should not be considered. Forests, wetlands, prairies, marshes, lakes/ponds are some examples of natural areas.) Methodology: Using spatial data, measure the acres of natural areas with public access owned and actively managed by the county or municipality. Calculate percent of all publicly held lands that are considered natural areas by dividing the acreage of all lands owned by the City by the acres owned/maintained as publicly accessible open green space or native habitat. Convert to %.	All	Y	34.90%		
LU-6	Improve accessibility to open green space and parks (% of res. properties within .5 mile)	Percent of all residential properties within .5 mile radius of dedicated open green spaces or parks. Methodology: Using GIS, draw buffers of .5 miles around all park spaces, select any residential (Single, Two, Multi Family) properties that intersect the buffered zones. Divide number of residential properties selected intersecting the buffered zones by total number of residential properties. Convert to %.	Municipality	Y	96.80%		
LU-7	Improve tree canopy (% of tree canopy maintained by Muni/County)	Percent of maintained tree canopy receiving routine maintenance from municipal or county staff or a hired consultant in the year. ** Via WDNR or County Tree Canopy data using imagery classification software). OR Municipal/County tree inventory database updates Methodology: Using GIS software or records from forestry or public works departments. Calculate the percentage of number of recorded trees that received maintenance in a given year.	All	Y	12.50%		
LU-8	Maintain or Decrease Impervious Area (% Imperviousness City Wide)	Decrease or maintain amount of percent imperviousness within the municipality Methodology: Using GIS and LIDAR or heads up digitization, calculate the percent of impervious to pervious surfacing in the city. Track changes annually.	Municipality	Y	35.80%		
LU-9	Mitigate Flood Vulnerability (% of Total Properties)	Percent of all properties within the county or municipality that are impacted by the 100 year floodplain, flood storage district, floodway, or flood fringe. Methodology: Consult your local floodplain manager or FEMA Flood Insurance Rate Map Overlay local properties with the FEMA flood layers to extract the number of structures or properties that would be impacted locally by a 100 year flood. This data should be managed by local zoning authorities or request GIS data from the County. Here is FEMA's maps for reference. https://hazards.fema.maps.arcgis.com/apps/webappviewer/index.html?id=8b0a6b519964444879338b5529aa9cfd	ALL	N			
LU-10	Improve Land Conservation Practices (Acres held for conservation)	Number of acres held in deeds or by conservationist groups, including those held by public institutions. Methodology: Aggregate acres of lands dedicated for conservationist practices within the county or municipality. These acres must be held for conservation purposes only, not to be used for any purposes other than biological/ecological survey, conservation, hunting, trapping, or fishing. These lands are typically preserved as native habitat receiving some management practices to maintain health. See - https://dnr.wisconsin.gov/topic/Numbers/dnrlands and/or local County data for more information on dedicated lands .	All	N			

<p>LU-11</p>	<p>Improve Sustainable Agricultural Practices (Acres dedicated for sustainable practices)</p>	<p>Number of acres of agricultural land that has been voluntarily dedicated for sustainable conservationist agricultural practices. Methodology: Typically these acres of farmland are participating in a regional effort, sometimes led by the County's Land and Water Conservation Departments or by a regional non-profit dedicated to land conservation and water quality. Many times these practices are supported by grant funding (state, regional, or local) to incentivize and teach farmers different sustainable methods for conservation agriculture. The three principles being crop diversification, minimal soil movement, and permanent soil cover. Another component would be the eco-friendly application of herbicides, pesticides, and fertilizers. Resources: https://www.nrcs.usda.gov/wps/portal/nrcs/detail/wi/programs/7cd/nrcs142p2_020735</p>	<p>County</p>	<p>N</p>			
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Number	Metric Key Indicator	Description	Applicability All/County/Municipality	Core Metric Yes/No	Enter 2022 data	Narrative: DO NOT discuss Supporting Actions here, only notes about the actual metric if you have them	Optional Any comments about the metric? Should it be core?
WQC-1	Reduce surface water pollutants (%)	Percent reductions in runoff of phosphorus using WinsLamm or equivalent modeling software (aggregated for the entire City) - NA if not permitted by WDNr. Methodology: Using WinsLamm or equivalent software, calculate stormwater quality of water runoff across City watersheds. Required by WDNr for permitted MS4's within a TMDL watershed. **For Separated Storm Sewer Systems - MS4 Permitted	Municipality	Y	18.10%		
WQC-2	Reduce surface water pollutants (%)	Current percent reductions in runoff of suspended solids using WinsLamm or equivalent modeling software. Methodology: Using WinsLamm or equivalent software, calculate stormwater quality of water runoff across City watersheds. Required by WDNr for permitted MS4's within a TMDL watershed. **For Separated Storm Sewer Systems - MS4 Permitted	Municipality	Y	25.50%		
WQC-3	Reduce surface water pollutants (%)	Percent of municipally managed stormwater outfalls inspected for illicit discharges of pollutants Methodology: Aggregate a number of all publicly maintained stormwater outfalls in the City and count the number that have been inspected in the reporting year. **For Separated Storm Sewer Systems - MS4	Municipality	Y	78.87%		
WQC-4	Reduce surface water pollutants (cubic yards)	Cubic yards of leaves collected by residents or along City streets - usually these are either composted or landfilled. ** Only for Municipalities or towns providing some sort of curbside or drop off leaf collection services.	Municipality	N			
WQC-5	Reduce surface water pollutants (cubic yards)	Cubic yards of materials removed from municipally maintained storm drain catch basins, proprietary stormwater treatment devices, or stormwater ponds/wet detention basins. **Check with Public Works Department. If not recorded, suggest recording this information for future tracking.	Municipality	N			
WQC-6	Reduce water use - Government (gallons per capita)	Total volume of water used in municipal operations Methodology: Utilities are required to meter water use unless it is gray water. Any source of water provided through a utility should have a billing cycle. Check utility billing for municipal or township properties currently using utility provided water. Add up all water use. Divide by the community's population.	Municipality	Y	3,4368 gallons per capita		
WQC-7	Reduce water use - Community (gallons per capita)	Total volume of water used in the community Methodology: Request information from the local water utility. This information should be stored and recorded for WDNr reporting purposes.	Municipality	Y	3,833,811 gallons		
WQC-8	Reduce water use - All (%)	Percent water loss in water utility system Methodology: Calculate or aggregate total gallons pumped (not billed) by utility vs. gallons paid for by customer base (Gallons pumped vs. gallons used). The difference between the two should be the amount of gallons being lost in the utility infrastructure.	All	Y	358,185 gallons		
WQC-9	Improving water quality and conservation (ratio of attendees per capita)	Education and outreach informational workshops, presentations, or other efforts designed to engage residents, business owners, or City/County staff on stormwater and water quality and conservation best management practices that were sponsored or promoted by County/City/or a hired third party by recording attendance (both virtually or in person). Methodology: Require a sign in or have someone counting heads. For larger events create a way for participants to register.	All	Y	0		
WQC-10	Maintain clean potable water resources (%)	Percent of the known number of existing lead water service lines replaced during reporting year, if completed, please state 100% Methodology: Request information from the local water utility.	Municipality	N			
WQC-11	Maintain clean potable water resources (%)	Percent of permitted private wells inspected and water quality lab reports submitted to the municipality Methodology: Request information from the water utility.	Municipality	Y	0		
WQC-12	Increase Staff Training - Salts & Chlorides (%)	Percent of municipal or county snow and ice management staff who have attended Salt Wise trainings or an equivalent salt reduction education training. Methodology: Contact your streets or public works departments.	All	Y	100%		
WQC-13	Reduce surface water pollutants (pounds per mile)	Pounds of salt applied during snow and ice management per miles of streets receiving snow and ice maintenance Methodology: Consult the public works department or engineering department or GIS department to aggregate miles of streets maintained by the entity (County/Town/City) for snow and ice maintenance. Then create a ratio of the number of lbs. of salt and or gallons of brine (can calculate lbs. of salt in the brine based on the mixing ratios used by the streets crews) used to maintain those streets annually.	All	Y	336.24		
WQC-14	Reduce surface water pollutants (%)	Percent of sanitary sewer annually inspected by televising sewer lines or by some other method Methodology: Contact your utilities or public works departments.	All	N			
WQC-15	Reduce surface water pollutants (%)	Percent of sanitary manholes and grease traps inspected each year Methodology: Contact your utilities or public works departments.	All	N			

Metric		Description	Applicability <i>All/County/Municipality</i>	Core Metric Yes/No	Enter 2022 data	Narrative: DO NOT discuss Supporting Actions here, only notes about the actual metric if you have them	Optional Any comments about the metric? Should it be core?
Number	Key Indicator						
SW-1	Landfill waste reduction (Tons/yr or cu. yds/yr, per capita)	Annual tonnage of waste received at landfill locations (both municipal and residential). Methodology: 1. Collect data from waste management company, or from municipal staff tasked with waste collection (waste may not be reported on currently, but likely tracked by waste management company and can be requested). 2. Divide total pounds by the population to get per-capita figure.	All	Y	514.75 pounds per capita		
SW-2	Recycling waste increase (Tons/yr or cu. yds/yr, per capita)	Annual tonnage of recyclable waste received at recycling locations (both municipal and residential). Methodology: 1. Collect data from waste management company, or from municipal staff tasked with waste collection (recycling tonnage is generally reported to the DNR annually, but if not available the waste management company likely tracks this info and can provide it). 2. Divide total pounds by the population to get per-capita figure.	All	Y	132.26 pounds per capita		
SW-3	Composting waste increase (Tons/yr or cu. yds/yr, per capita)	Annual tonnage of compostable organic waste received at municipal composting locations or annual tonnage of waste sent to private composting locations. Methodology: 1. Collect data from waste management company if available, or from municipal staff tasked with waste collection. 2. Divide total pounds by the population to get per-capita figure.	All	N	90.97 pounds per capita		
SW-4	Contamination rate reduction (% of total waste tonnage)	Rate of cross-waste stream contamination Methodology: 1. Contact waste management company to request figures for tonnage sent to landfill from recyclables collections. 2. Divide this landfilled extraction from amount of recycling collected to calculate recycling "cross-contamination" as a percent.	All	N			
SW-5	Construction and demolition waste recycling rate increase (% of total waste tonnage)	Annual tonnage of Construction and Demolition (C&D) waste collected for recycling and diverted from landfills. Methodology: 1. If this data is reported to the responsible unit or waste management company, collect C&D waste diverted from landfills for recycling. 2. Divide this diverted tonnage from total amount of waste sent to landfill to calculate C&D diversion as a percent.	All	N			

Metric		Description	Applicability	Core Metric	Enter	Narrative: DO NOT discuss Supporting Actions here, only notes about the actual metric if you have them	Optional
Number	Key Indicator		All/County/Municipality	Yes/No	2022 data		Any comments about the metric? Should it be core?
HEALL-1	DEI or HIAP Education	Number of community-wide DEI events (in person or virtual) hosted Methodology: If you have more to share please elaborate in the narrative section.	ALL	N			
HEALL-2	DEI or HIAP Outreach	Annual increase in followers on a dedicated health and equity or DEI on social media account If no dedicated account then put NA. Methodology: If you have more to share please elaborate in the narrative section.	ALL	N	NA		
HEALL-3	DEI or HIAP Resources	Total budget allocated to DEI initiatives in the community or county. Methodology: If you have more to share please elaborate in the narrative section.	ALL	N			
HEALL-4	Civic engagement	Voter turnout for local elections by percent of voting aged population Methodology: Consult WI Elections Commission or City/County Clerk's office. Calculate the average voter turnout over the course of the reporting year for any election where a local government office was in play	ALL	Y	27.43%		
HEALL-5	Volunteerism in local government (events, committees, work groups, etc.)	Number of community volunteers on committees and for events hosted by local government (self reported)	ALL	N			
HEALL-6	Housing and Transportation Burden	Percentage of income spent on housing and transportation Methodology: Follow link and enter town/village/city/county name into search window. Use the Average under Housing + Transportation Costs % Income H+T Affordability Index	ALL	Y	39%		

Metric		Description	Applicability <i>All/County/Municipality</i>	Core Metric Yes/No	Enter 2022 data	Narrative: DO NOT discuss Supporting Actions here, only notes about the actual metric if you have them	Optional Any comments about the metric? Should it be core?
Number	Key Indicator						
HECO-1	Improve Outdoor Air Quality (Index Value - EPA)	EPA Outdoor Air Quality Index Methodology: Sum the days for the reporting year for the county that are in the orange category (Unhealthy for sensitive individuals) or above	County	Y			
HECO-2	Increase Life expectancy (Average Age)	Average life expectancy in the County Report the County Value	County	Y			
HECO-3	Lower Adult obesity rate (% Obese)	Obesity rate in the community Report the County Value for the % of adults with obesity	County	Y			
HECO-4	Lower Asthma rate (# Emergencies per 10K)	Age-adjusted asthma emergency room visit rates by county Use the rate per 10,000	County	Y			
HECO-5	Improve Access to Healthy Food (% of Pop. Limited Access)	Percentage with Limited Access to Healthy Foods Report the % limited access to healthy foods <i>**For municipalities tracking this information please comment on the metric item in the narrative section.</i>	County	Y			
HECO-6	Lower Violent Crime rate (Crimes per 100,000 pop.)	Violent crimes per 1000 population Report the County Value because it is already normalized for 100,000 population	County	N			
HECO-7	Residential Segregation (County Value)	Residential segregation - Non-white/white Index of dissimilarity where higher values indicate greater residential segregation between Black and White county residents. Report the County Value	County	Y			
HECO-8	Senior Education and Participation Programming (# per capita)	A count of publicly provided senior programming providing education on health and wellness Methodology: Aging and Disability Resource Centers (ADRC) are required to submit monthly activity reports with encounter data to DHS, gather data from monthly reports	County	N			
HECO-9	Affordable Housing Units (% of Housing)	Housing units designated as affordable housing Methodology: Select your county, aggregate the # of units, normalize per capita	County	Y			
HECO-10	Drug Overdose Deaths	Drug overdose mortality rate Methodology: Report the County Value	County	Y			
HECO-11	Alcohol-impaired Driving Deaths	% Alcohol-impaired driving deaths by county Methodology: Report the County Value	County	Y			

II

R. O. No. 134 - 22 - 23. By CITY PLAN COMMITTEE. April 5, 2023.

Your Committee to whom was referred Gen. Ord. No. 29-22-23 by Alderperson Perrella and R. O. No. 118-22-23 by City Clerk submitting and granting Sheboygan Self Storage, LLC, its successors and assigns, the privilege of encroaching upon described portions of South 13th Street and Kentucky Avenue right of way in the City of Sheboygan for the purpose of addressing the existing building structure, emergency egress, and adding a sun shade feature; recommends filing the R. O. and adopting the Ordinance.

CITY PLAN COMMISSION

~~X~~

Gen. Ord. No. 29 - 22 - 23. By Alderperson Perrella. March 6, 2023.

AN ORDINANCE granting Sheboygan Self Storage, LLC, its successors and assigns, the privilege of encroaching upon described portions of South 13th Street and Kentucky Avenue right of way in the City of Sheboygan for the purpose of addressing the existing building structure, emergency egress, and adding a sun shade feature.

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

Section 1. Subject to the terms and conditions contained herein, Sheboygan Self Storage, LLC, its successors and assigns, is hereby granted the privilege of encroaching upon South 13th Street and Kentucky Avenue right of way as follows:

A Part of the South 13th Street Right-of-way and Kentucky Avenue Right-of-way adjacent to Block 257 of the Original Plat of Sheboygan, being part of the Southeast 1/4 of the Northeast 1/4, Section 27, T15N, R23E, City of Sheboygan, Sheboygan County , Wisconsin described as follows:

Commencing at the Southeast Corner of Block 257 of the Original Plat of Sheboygan; thence N89°48'59"W 220.68 feet along the South line of said Block 257 to the POINT OF BEGINNING of this description; thence S00°34'04"W 0.38 feet along the East wall of said Building No. 1234; thence N89°58'27"W 110.47 feet along the South Wall of said Building; thence S00°01'33"W 4.00 feet; thence N89°58'27''W 34.03 feet; thence N00°30'21"E 44.04 feet; thence N89°31'49"W 1.00 feet; thence N00°30'21"E 8.00 feet; thence S89°31'49"E 5.00 feet; thence N00°30'21"E 87.59 feet along the West Wall of said Building No. 1234; thence N89°46'16"E 0.36 feet; thence S00°04'20"E 134.84 feet along the West line of Lot 7 of said Block 257; thence S89°48'59"E 138.75 feet along the South line of said Block 257 to the point of beginning. This described portion contains 557 square feet or 0.013 acres.

for the purpose of addressing the existing building structure, emergency egress, and adding a sun shade feature.

Section 2. The privilege as granted above is granted only on the condition that by the acceptance of the privilege, the said Sheboygan Self Storage, LLC, its successors and assigns:

a. Shall become primarily responsible and liable for all and any damage to persons or property caused by and arising from the grant and exercise of such privilege.

CityPlan

b. Shall remove the encroachment allowed herein within ten (10) days after notice so to remove given by the State of Wisconsin or the City of Sheboygan; in the event of the failure so to remove, the said Showcase Painting & Drywall, its successors and assigns: shall pay the costs of removal by the State of Wisconsin or the City of Sheboygan, waiving all claim or claims for damages resulting from such removal, whether the removal is done by the said Sheboygan Self Storage, LLC, its successors and assigns, or by the State of Wisconsin or by the City of Sheboygan

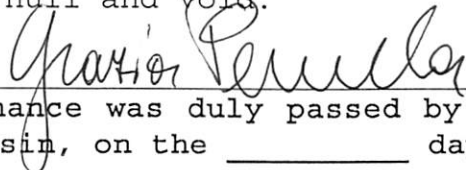
c. Shall pay such compensation to the City of Sheboygan for the grant of this privilege as may be determined by a board consisting of the Mayor, the Director of Public Works and the City Attorney; the compensation shall be paid into the General Fund.

d. Shall make such construction and/or alterations and maintain the same subject to the approval of the City Building Inspector and Director of Public Works, and shall waive the right to contest in any manner the validity of this ordinance or the amount of compensation charged.

Section 3. The provisions of §66.045(1)(2) of the Wisconsin Statutes are incorporated herein by reference to all intents and purposes as if set out fully.

Section 4. The City Clerk is authorized and directed to record a certified copy of this ordinance in the office of the Register of Deeds for Sheboygan County, Wisconsin, the costs thereof to be charged to the General Fund.

Section 5. This ordinance shall take effect and be in full force from and after its passage and publication and upon payment of the consideration to be determined hereunder, provided, however, that in the event of failure to exercise the privilege herein granted and the payment of such consideration within six (6) months from the effective date hereof, then and in that event such privilege shall be rendered null and void.



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

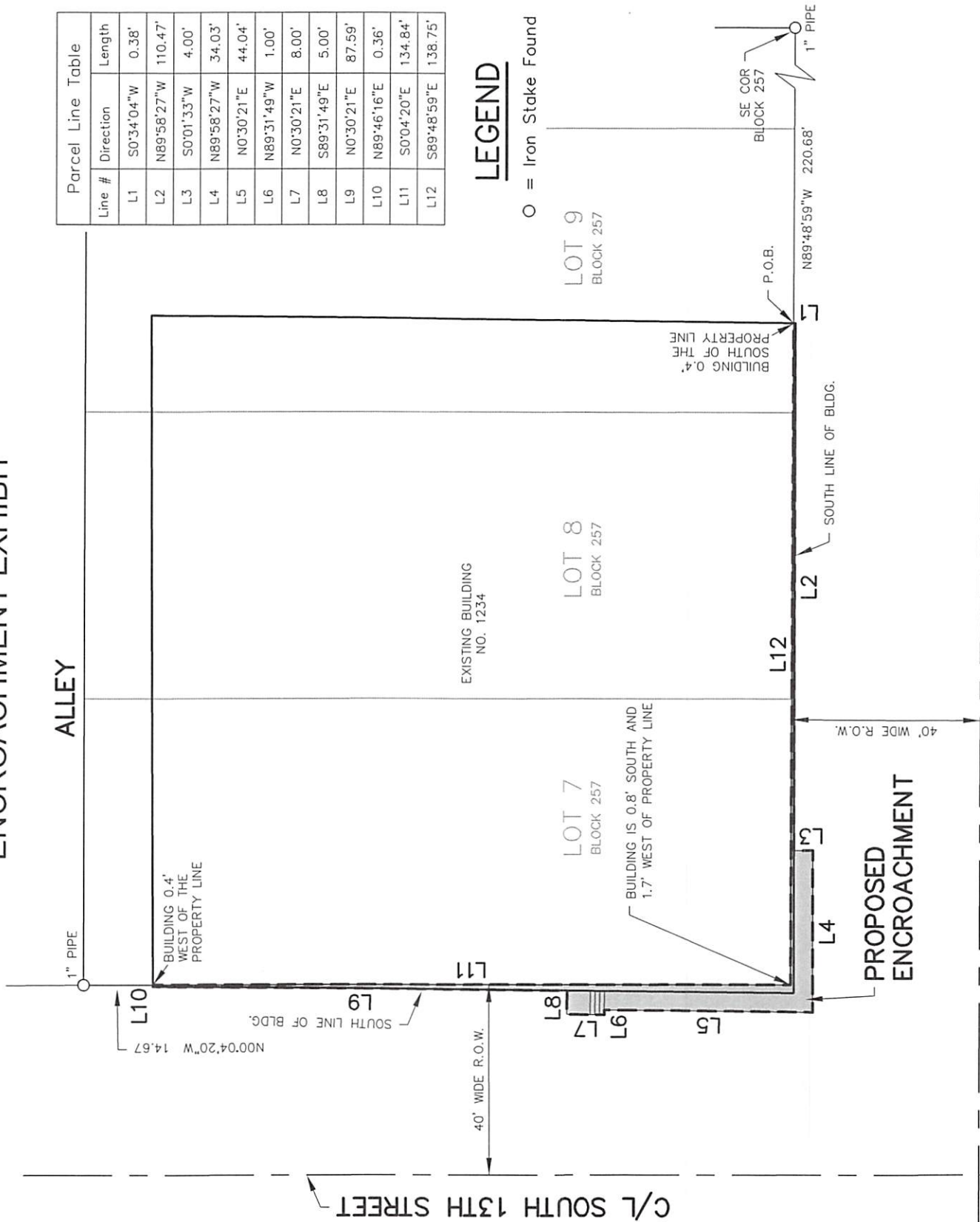
ENCROACHMENT EXHIBIT

ALLEY

Parcel Line Table		
Line #	Direction	Length
L1	S0°34'04"W	0.38'
L2	N89°58'27"W	110.47'
L3	S0°01'33"W	4.00'
L4	N89°58'27"W	34.03'
L5	N0°30'21"E	44.04'
L6	N89°31'49"W	1.00'
L7	N0°30'21"E	8.00'
L8	S89°31'49"E	5.00'
L9	N0°30'21"E	87.59'
L10	N89°46'16"E	0.36'
L11	S0°04'20"E	134.84'
L12	S89°48'59"E	138.75'

LEGEND

O = Iron Stake Found



C/L KENTUCKY AVENUE

Legal Description of Encroachment Area adjacent to Parcel #59281507730

A Part of the South 13th Street Right-of-way and Kentucky Avenue Right-of-way adjacent to Block 257 of the Original Plat of Sheboygan, being part of the Southeast 1/4 of the Northeast 1/4, Section 27, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin described as follows:

Commencing at the Southeast Corner of Block 257 of the Original Plat of Sheboygan; thence N89°48'59"W 220.68 feet along the South line of said Block 257 to the POINT OF BEGINNING of this description; thence S00°34'04"W 0.38 feet along the East wall of said Building No. 1234; thence N89°58'27"W 110.47 feet along the South Wall of said Building; thence S00°01'33"W 4.00 feet; thence N89°58'27"W 34.03 feet; thence N00°30'21"E 44.04 feet; thence N89°31'49"W 1.00 feet; thence N00°30'21"E 8.00 feet; thence S89°31'49"E 5.00 feet; thence N00°30'21"E 87.59 feet along the West Wall of said Building No. 1234; thence N89°46'16"E 0.36 feet; thence S00°04'20"E 134.84 feet along the West line of Lot 7 of said Block 257; thence S89°48'59"E 138.75 feet along the South line of said Block 257 to the point of beginning.

This described portion contains 557 square feet or 0.013 acres.

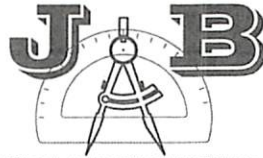
II

R. O. No. 118 - 22 - 23. By CITY CLERK. March 6, 2023.

Submitting an encroachment request from JB Site Design and Engineering, LLC pursuant to the request of the owner (Sheboygan Self Storage, LLC) of South 13th Street and Kentucky Avenue right of way for the purpose of addressing the existing building structure, emergency egress, and adding a sun shade.

CITY CLERK

CityPlan



SITE DESIGN AND ENGINEERING, LLC

January 4, 2023

Mayor Ryan Sorenson
 City of Sheboygan, City Hall
 828 Center Avenue, Suite 300
 Sheboygan, WI 53081

RE: South 13th Street and Kentucky Avenue Right of Way Encroachment Request
 Sheboygan Self Storage, LLC
 1234 Kentucky Avenue
 Sheboygan, WI 53081

Pursuant to the request of the owner, we are formally petitioning the City of Sheboygan to consider the defined **557 square foot encroachment** within South 13th Street and Kentucky Avenue. The petition is being made to address three key components as defined below.

EXISTING BUILDING STRUCTURE

As defined within the boundary survey generated by Cedar Creek Surveying as part of the proposed redevelopment of the property, it was determined that the existing building currently encroaches within the South 13th Street Right of Way and the Kentucky Avenue Right of Way. A portion of the proposed Encroachment petition would address the current building being within the both Right of Way.

PROPOSED EMERGENCY EGRESS

The existing (4) story building will be broken into multiple uses. The topography of the site defines Kentucky Avenue as being one story higher than the City of Sheboygan alleyway on the north side of the building. The grade transition occurs along the east and west sides of the building. The first floor, which is below the existing Kentucky Avenue grade line, will be self-storage which only requires access from the existing loading dock area at the northeast corner of the building. The second and fourth floors are designated for office space use and the third floor is designated for additional self-storage. Two internal stair towers have been constructed, one on the east side of the building and one on the west. The east stair tower allows for access 'at grade' through an existing man-door at the southeast corner of the building (Kentucky Avenue). Due to the grade transition along South 13th Street, the existing grade outside of the west second floor stair toward is approximately 3-feet lower. The encroachment petition includes a 5-foot x 5-foot poured concrete landing and stairs directed south down to existing grade.

PROPOSED SUN SHADE

As part of the proposed exterior architectural finishes to upgrade/enhance the overall appearance of the building, a four foot wide sun shade feature is being added. The proposed sun shade would be located at the southwest corner of the building, extending 34-foot east along Kentucky Avenue and 44-foot north along South 13th Street. It is to be constructed at the approximate third floor. That would translate to being approximately 13-feet above the existing Kentucky Avenue sidewalk

If any additional information is required, please feel free to contact our office to discuss.

Sincerely,

Joseph Bronoski

Legal Description of Encroachment Area adjacent to Parcel #59281507730

A Part of the South 13th Street Right-of-way and Kentucky Avenue Right-of-way adjacent to Block 257 of the Original Plat of Sheboygan, being part of the Southeast 1/4 of the Northeast 1/4, Section 27, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin described as follows:

Commencing at the Southeast Corner of Block 257 of the Original Plat of Sheboygan; thence N89°48'59"W 220.68 feet along the South line of said Block 257 to the POINT OF BEGINNING of this description; thence S00°34'04"W 0.38 feet along the East wall of said Building No. 1234; thence N89°58'27"W 110.47 feet along the South Wall of said Building; thence S00°01'33"W 4.00 feet; thence N89°58'27"W 34.03 feet; thence N00°30'21"E 44.04 feet; thence N89°31'49"W 1.00 feet; thence N00°30'21"E 8.00 feet; thence S89°31'49"E 5.00 feet; thence N00°30'21"E 87.59 feet along the West Wall of said Building No. 1234; thence N89°46'16"E 0.36 feet; thence S00°04'20"E 134.84 feet along the West line of Lot 7 of said Block 257; thence S89°48'59"E 138.75 feet along the South line of said Block 257 to the point of beginning.

This described portion contains 557 square feet or 0.013 acres.

II

R. O. No. 133 - 22 - 23. By CITY PLAN COMMITTEE. April 5, 2023.

Your Committee to whom was referred Res. No. 154-22-23 by Alderpersons Felde and Filicky-Peneski vacating the east-west alley between South 10th Street and the former South Commerce Street, located in Block 243 of the Original Plat; recommends adopting the Substitute Resolution which amends the Wis. Stat. § to 66.1003(3).

CITY PLAN COMMISSION



Subs. of Res. No. 154 - 22 - 23. By Alderpersons Felde and Filicky-Peneski. April 5, 2023.

A RESOLUTION vacating the east-west alley between South 10th Street and the former South Commerce Street, located in Block 243 of the Original Plat.

RESOLVED: That by and through the passage of this Resolution it is the declared judgment and finding of the Common Council of the City of Sheboygan that the public interest requires the vacation of the hereinafter described alley, with a legal description as attached hereto and incorporated by reference.

BE IT FURTHER RESOLVED: That the portion of roadway in the City and County of Sheboygan, State of Wisconsin, described as:

The east-west alley between South 10th Street and the former South Commerce Street, located in Block 243 of the Original Plat

be and it is hereby vacated and discontinued under the provisions of Wis. Stat. § 66.1003(3).

BE IT FURTHER RESOLVED: That the City Clerk is hereby authorized and directed to cause the recording of a certified copy hereof together with a map of such vacated alley in the office of the Register of Deeds for Sheboygan County, Wisconsin.

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

Dated _____ 20 . _____, City Clerk

Approved _____ 20 . _____, Mayor

III

Res. No. 154 - 22 - 23. By Alderpersons Felde and Filicky-Peneski.
March 6, 2023.

A RESOLUTION vacating the east-west alley between South 10th Street and the former South Commerce Street, located in Block 243 of the Original Plat.

RESOLVED: That by and through the passage of this Resolution it is the declared judgment and finding of the Common Council of the City of Sheboygan that the public interest requires the vacation of the hereinafter described alley, with a legal description as attached hereto and incorporated by reference.

BE IT FURTHER RESOLVED: That the portion of roadway in the City and County of Sheboygan, State of Wisconsin, described as:

The east-west alley between South 10th Street and the former South Commerce Street, located in Block 243 of the Original Plat

be and it is hereby vacated and discontinued under the provisions of Wis. Stat. § 66.296(2).

BE IT FURTHER RESOLVED: That the City Clerk is hereby authorized and directed to cause the recording of a certified copy hereof together with a map of such vacated alley in the office of the Register of Deeds for Sheboygan County, Wisconsin.

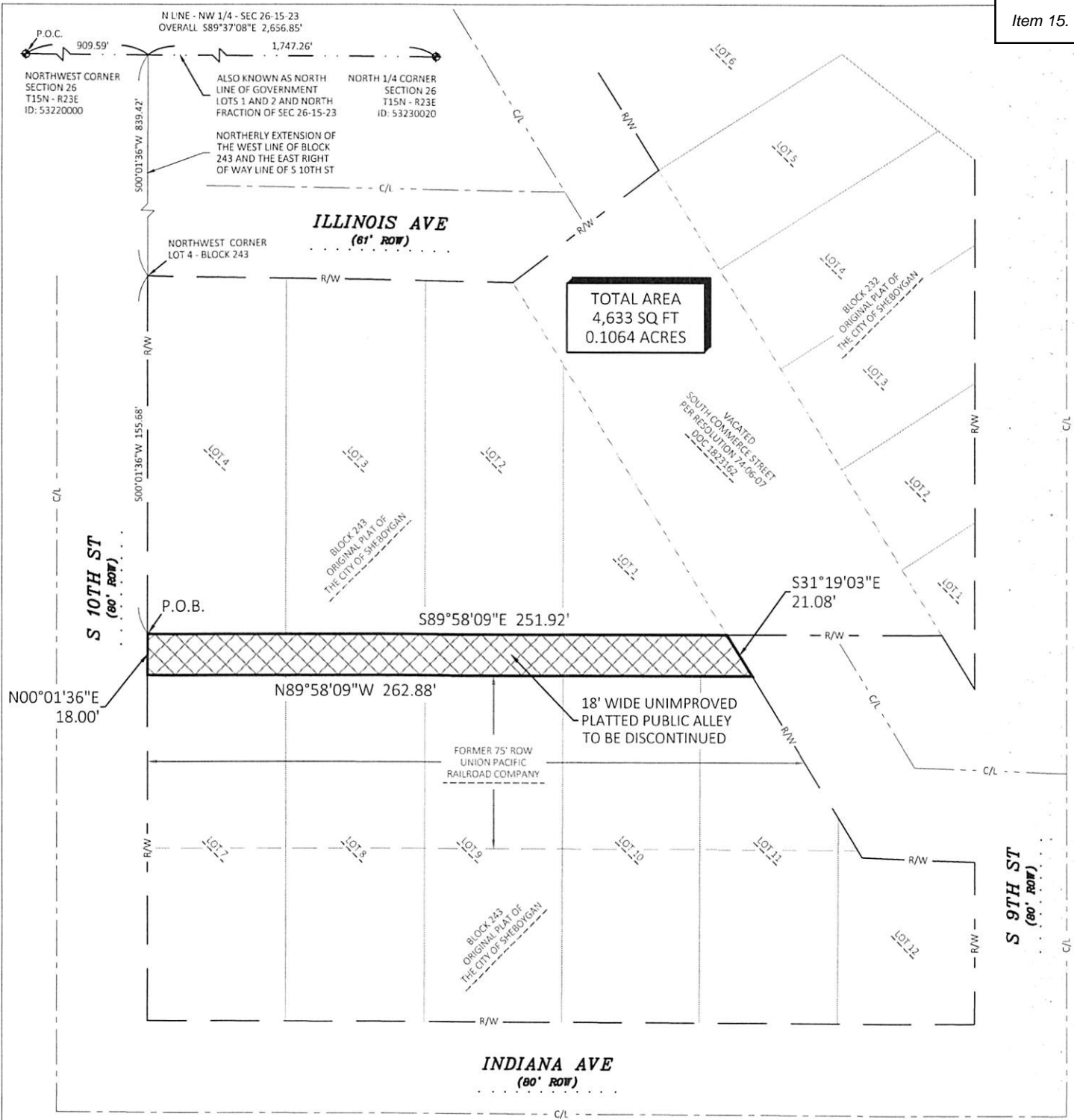
City Plan

Bart Felde
Filicky Peneski

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

Dated _____ 20 . _____, City Clerk

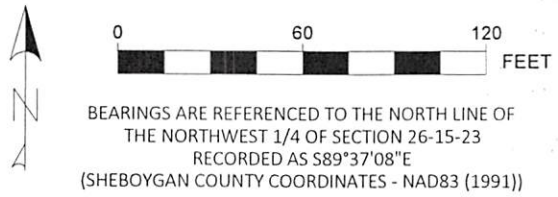
Approved _____ 20 . _____, Mayor



TOTAL AREA
4,633 SQ FT
0.1064 ACRES

GENERAL NOTE
ALLEY LOCATION BASED OFF SIGMA GROUP ALTA /NSPS LAND TITLE SURVEY
PROJECT NO: 20764 - DATED: 2/6/2023 (REV 2)
BY: KEVIN A. SLOTTKE (S-2503)

LEGEND
RECORDED SHEBOYGAN COUNTY MONUMENT



MAP PREPARED BY: MICHAEL P. BORN, PLS DATED: 02/21/2023 REV: N/A
MAP REVIEWED BY: TYLER D. HILL, CST

CITY OF SHEBOYGAN PUBLIC WORKS
City of Sheboygan
Department of Public Works
Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081

EXHIBIT A - PROPOSED ALLEY DISCONTINUANCE
PART OF BLOCK 243 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN LOCATED IN GOVERNMENT LOT 2 OF SECTION 26, TOWN 15 NORTH, RANGE 23 EAST CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

Designed By	N/A
Drawn By	MPB
Checked By	TDH
Plot Date	2/21/2023
Project Date	FEB 2023
Sheet No.	10

FILE NAME : P:\ENGINEERING\LAND RECORDS\VACATIONS - DEDICATIONS\2023\ALLEY VACATION - OP - BLOCK 243\ALLEY VACATION - OP - BLOCK 243.DWG
PLOTTED BY: Born, Michael
PLOT DATE - 2/21/2023

PROPOSED ALLEY DISCONTINUANCE LEGAL DESCRIPTION

PART OF BLOCK 243 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN
LOCATED IN GOVERNMENT LOT 2 OF SECTION 26, TOWN 15 NORTH - RANGE 23 EAST,
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

All of an 18 foot wide unimproved platted public alley being part of Block 243 of the Original Plat of the City of Sheboygan located in Government Lot 2 of Section 26, Town 15 North - Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin and being more particularly described as follows:

Commencing at the Northwest corner of said Section 26, thence South 89°37'08" East along the North line of said Government Lot 2 of Section 26, and its Easterly extension, a distance of 909.59 feet to the Northerly extension of the West line of said Block 243 and the East right of way line of South 10th Street;
thence South 00°01'36" West along said Northerly extension, a distance of 839.42 feet to the Northwest corner of Lot 4 of said Block 243 and the South right of way line of Illinois Avenue;
thence continuing South 00°01'36" West along the West line of said Lot 4 and said East right of way line of South 10th Street, a distance of 155.68 feet to the Southwest corner of said Lot 4, the North right of way line of said alley, and the Point of Beginning for this description;
thence South 89°58'09" East along the North right of way line of said alley and the South lines of Lots 4, 3, 2, and 1 of said Block 243, a distance of 251.92 feet to the Southeast corner of said Lot 1, the Northeasterly right of way line of said alley, and the Southwesterly right of way line of South Commerce Street;
thence South 31°19'03" East along the Northeasterly right of way line of said alley and said Southwesterly right of way line of South Commerce Street, a distance of 21.08 feet to the South right of way line of said alley and the North line of Lot 11 of said Block 243;
thence North 89°58'09" West along the South right of way line of said alley and the North lines of Lots 11, 10, 9, 8, and 7 of said Block 243, a distance of 262.88 feet to the Northwest corner of said Lot 7, the West right of way line of said alley, and said East right of way line of South 10th Street;
thence North 00°01'36" East along the West right of way line of said alley and said East right of way line of South 10th Street, a distance of 18.00 feet to said Southwest corner of Lot 4, the North right of way line of said alley, and the Point of Beginning.

The land described above contains 0.1064 acres (4,633 square feet) of land, more or less.

End of description.

FILE NAME : P:\ENGINEERING\LAND RECORDS\VACATIONS - DEDICATIONS\2023\ALLEY VACATION - OP - BLOCK 243\ALLEY VACATION - OP - BLOCK 243.DWG
PLOTTED BY - Born, Michael
PLOT DATE - 2/21/2023

LEGAL DESCRIPTION PREPARED BY: MICHAEL P. BORN, PLS DATED: 2/21/2023 REV: N/A
LEGAL DESCRIPTION CHECKED BY: TYLER D. HILL, CST

**CITY OF SHEBOYGAN
PUBLIC WORKS**
City of Sheboygan
Department of Public Works
Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081

EXHIBIT B - PROPOSED ALLEY DISCONTINUANCE
PART OF BLOCK 243 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN LOCATED
IN GOVERNMENT LOT 2 OF SECTION 26, TOWN 15 NORTH, RANGE 23 EAST
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

Designed By	N/A
Drawn By	MPB
Checked By	TDH
Plot Date	2/21/2023
Project Date	FEB 2023
Sheet No.	20

II

R. O. No. 128 - 22 - 23. By CITY CLERK. April 5, 2023.

Submitting an application from Jack VanDerWeele for a change in zoning classification for property on Pershing Avenue - Parcel No. 59281012240 from Suburban Residential (SR-3) to Suburban Residential (SR-5) Classification.

CityPlac

CITY CLERK

OFFICE USE ONLY	Item 16.
APPLICATION NO.: _____	
RECEIPT NO.: <u>230064</u>	
FILING FEE: \$150.00	

CITY OF SHEBOYGAN APPLICATION FOR AMENDMENT OF OFFICIAL ZONING MAP

(Requirements Per Section 15.903)
Revised May, 2012

Completed application is to be filed with the Office of the City Clerk, City Hall, 828 Center Avenue. Application will not be processed if all required attachments and filing fee of \$200 (payable to the City of Sheboygan) is not submitted along with a complete and legible application. Application filing fee is non-refundable.

1. APPLICANT INFORMATION

APPLICANT: Jack VanDerWeele PHONE NO.: (920) 946-7844
 ADDRESS: N7012 Riverwoods Drive E-MAIL: inspjvdw@gmail.com
 OWNER OF SITE: same PHONE NO.: ()

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: N/A
 LEGAL DESCRIPTION: Enclosed

PARCEL NO. 59281012240 MAP NO. 11 327 009
 EXISTING ZONING DISTRICT CLASSIFICATION: _____
 PROPOSED ZONING DISTRICT CLASSIFICATION: _____
 BRIEF DESCRIPTION OF THE EXISTING OPERATION OR USE: _____

EMPTY LOT

BRIEF DESCRIPTION OF THE PROPOSED OPERATION OR USE: _____

NEW HOME

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency? Same purpose - single family lot

Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map? (Provide explanation in space provided below.)

- The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.
- A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) *NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.*
- Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
- Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.

Explain: Lot was originally an SR-5 (historically R-1, NR). Purchased by previous owner, and new zoning maps were changed to have his home/lots all be zoned the same (SR-3)

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property? All other homes/lots on Pershing Ave. are

zoned SR-5, across the street and west to 11th street. The lot complies with SR-5 zoning of 60' wide and 6000 sq. ft. It does not comply with the SR-3 of 70' wide and 10,000 sq. ft.

Indicate reasons why the applicant believes the proposed map amendment is in harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

Description and Purpose are identical for both the SR-3 and SR-5

4. CERTIFICATE

I hereby certify that all the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.

Jack Van Der Weele

3-1-23

APPLICANT'S SIGNATURE

DATE

JACK VAN DER WEELE

PRINT ABOVE NAME

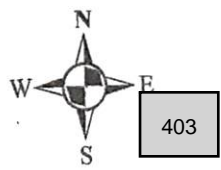
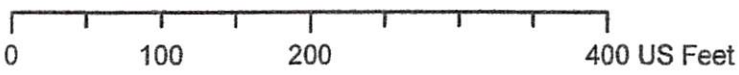
APPLICATION SUBMITTAL REQUIREMENTS

A copy of the current zoning map of the subject property and vicinity showing:

- The property proposed to be rezoned. (1)
- All lot dimensions of the subject property. (3)
- All other lands within 200 feet of the subject property. (2)
- Map size not more than 11" X 17" and map scale not less than 1" = 600'.
- Graphic scale and north arrow.

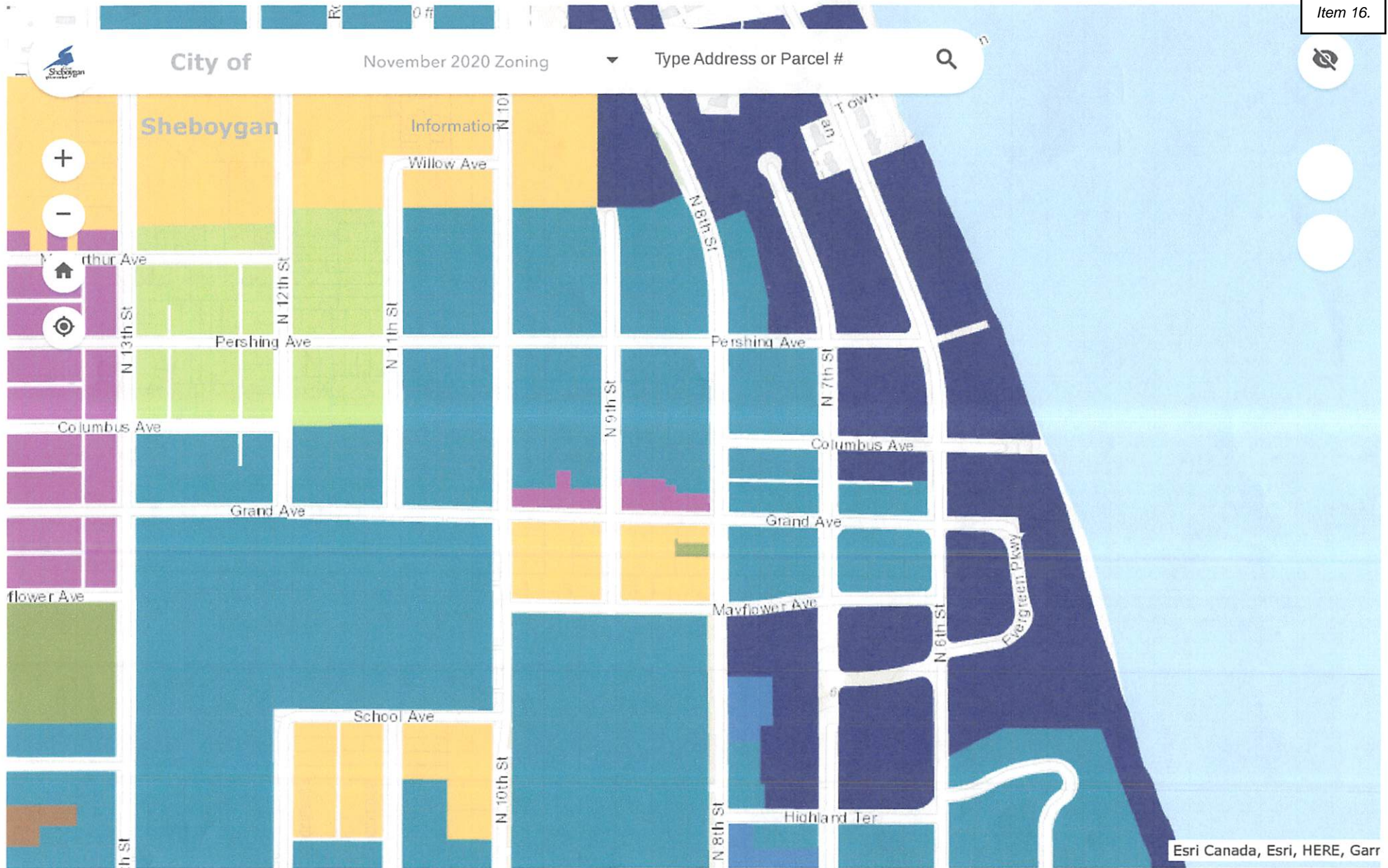
PROPOSED REZONE FROM SUBURAN RESIDENTIAL (SR-3) TO SUBURAN RESIDENTIAL (SR-5)

NORTH SHORE SUBD NO 1 LOT 11 & THE W 5' OF LOT 12 & THAT PRT OF LOT 8
DESC AS: COM AT THE NE COR OF LOT 12, TH NWLY 35.15' ALG THE W LN OF
LOT 8 TO THE SW COR OF LOT 7, TH NELY 66.83' ALG THE N LN OF LOT 8, TH
SLY 56.6' TO THE NE COR OF LOT 11, TH WLY 55.41' ALG THE N LN OF LOT 11
TO THE POB



Zoning Map (2)

Item 16.



-87.700 43.780 Degrees



404

NORTH SHORE SUBD NO 1
LOT 11 & THE W 5' OF LOT
12 & THAT PRT OF LOT 8
DESC AS: COM AT THE NE
COR OF LOT 12, TH NWLY
35.15' ALG THE W LN OF
LOT 8 TO THE SW COR OF
LOT 7, TH NELY 66.83'
ALG THE N LN OF LOT 8,
TH SLY 56.6' TO THE NE
COR OF LOT 11, TH WL Y
55.41' ALG THE N LN OF

F3=Exit F12=Previous

Abbreviated Legal Description

(See recorded documents for a complete legal description)

NORTH SHORE SUBD NO 1 LOT 11 & THE W 5' OF LOT 12 & THAT PRT OF LOT 8 DESC AS: COM AT THE NE COR OF LOT 12, TH NWLY 35.15' ALG THE W LN OF LOT 8 TO THE SW COR OF LOT 7, TH NELY 66.83' ALG THE N LN OF LOT 8, TH SLY 56.6' TO THE NE COR OF LOT 11, TH WLY 55.41' ALG THE N LN OF LOT 11 TO THE POB

<https://treasurer.sheboygancounty.com/GCSWebPortal/Search.aspx>

subject property ①

Item 16.



CLK322B

City Of Sheboygan
City Clerk's Office

* General Receipt *

Receipt No: 230264

License No: 0000

Date: 03/16/2023

Received By: MMD

Received From: JACK VANDERWEELE

Memo:

Method of Payment: \$200.00 Check No. 8879

Total Received: \$200.00

<u>Fee Description</u>	<u>Fee</u>
Zoning Change	200.00

This document signifies receipt of fees in the amount indicated above.

II

R. O. No. 136 - 22 - 23. By CITY CLERK. April 5, 2023.

Submitting various license applications.

City Clerk

SIDEWALK CAFE (April 14, 2024)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3404	Scenic Bar I	1635 Indiana Avenue
3480	Arrosto Delicatessen	1418 N. 13 th Street
2604	Z Spot Espresso & Coffee	1024 Indiana Avenue

LAPS

II

R. O. No. 129 - 22 - 23. By CITY CLERK. April 5, 2023.

Submitting a claim from Yang Pao Chang for alleged damages to driveway and sidewalk due to broken water main.

FP

CITY CLERK

DATE RECEIVED 3-23-23

RECEIVED BY MKC

Item 18.

CLAIM NO. 27-22

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.

4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.

1. Name of Claimant: Yang Pao Chang
2. Home address of Claimant: 1542 N. 25th St.
3. Home phone number: (920) 698-1041 (cell phone)
4. Business address and phone number of Claimant: _____

5. When did damage or injury occur? (date, time of day) October 18, 2022 @ 10 am

6. Where did damage or injury occur? (give full description) the driveway and sidewalk in front of the main water stream that burst

7. How did damage or injury occur? (give full description) the main water stream broke and due to the water pressure it pushes the driveway and sidewalk in front of driveway. After that the concrete of the driveway bulges up and sidewalk sink. Now the concretes are uneven.

8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

(a) Name of such officer or employee, if known: N/A

(b) Claimant's statement of the basis of such liability: N/A

9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

(a) Public property alleged to be dangerous: because of uneven concrete sidewalk people that walk/run might trip

(b) Claimant's statement of basis for such liability: N/A

10. Give a description of the injury, property damage or loss, so far as is known at time. (If there were no injuries, state "NO INJURIES").

(looking from my house) left concrete of driveway sink; right concrete of driveway bulges; left sidewalk in front of driveway sink and right sidewalk sinks

11. Name and address of any other person injured: N/A

12. Damage estimate: (You are not bound by the amounts provided here.)

Auto: \$ N/A

Property: \$ not sure how much (estimate @ \$2,695.75)

Personal injury: \$ N/A

Other: (Specify below) \$ N/A

TOTAL \$ 2,695.75

Damaged vehicle (if applicable)

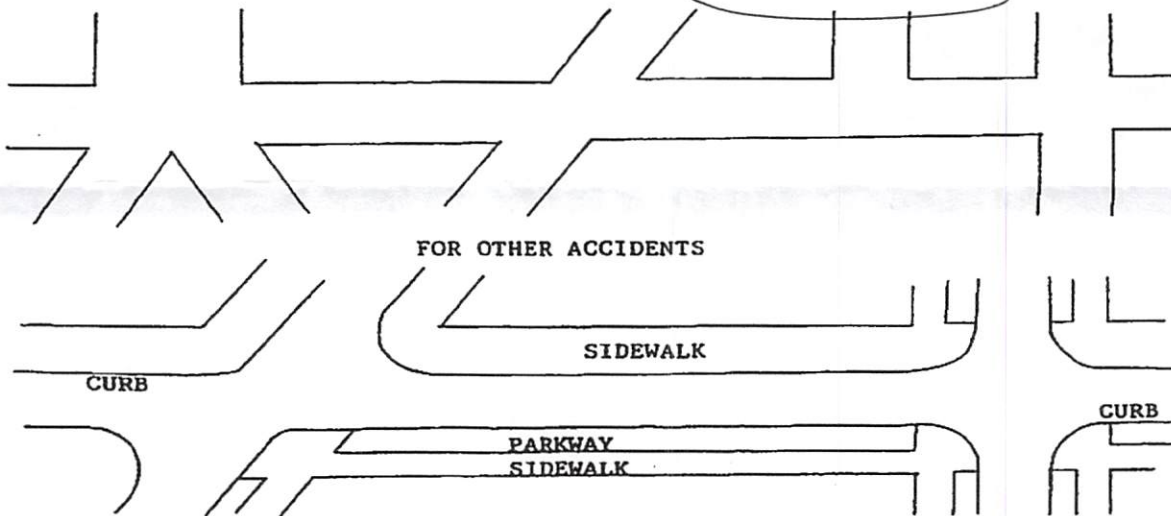
Make: N/A Model: Year: Mileage:

Names and addresses of witnesses, doctors and hospitals:

N/A

FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.



SIGNATURE OF CLAIMANT

Yay Pac Oley

DATE 3/14/23

DATE RECEIVED _____

RECEIVED BY _____

Item 18.

CLAIM NO. _____

CLAIM

Claimant's Name: Yang Pao Cheng

Auto \$ N/A

Claimant's Address: 1542 N. 25th St.

Property \$ not sure how much

Sheboygan, WI 53081

Personal Injury \$ N/A (estimate @ 2,695.75)

Claimant's Phone No. (920) 698-1041

Other (Specify below) \$ N/A

TOTAL \$ 2,695.75

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(WISCONSIN STATUTES 943.395)

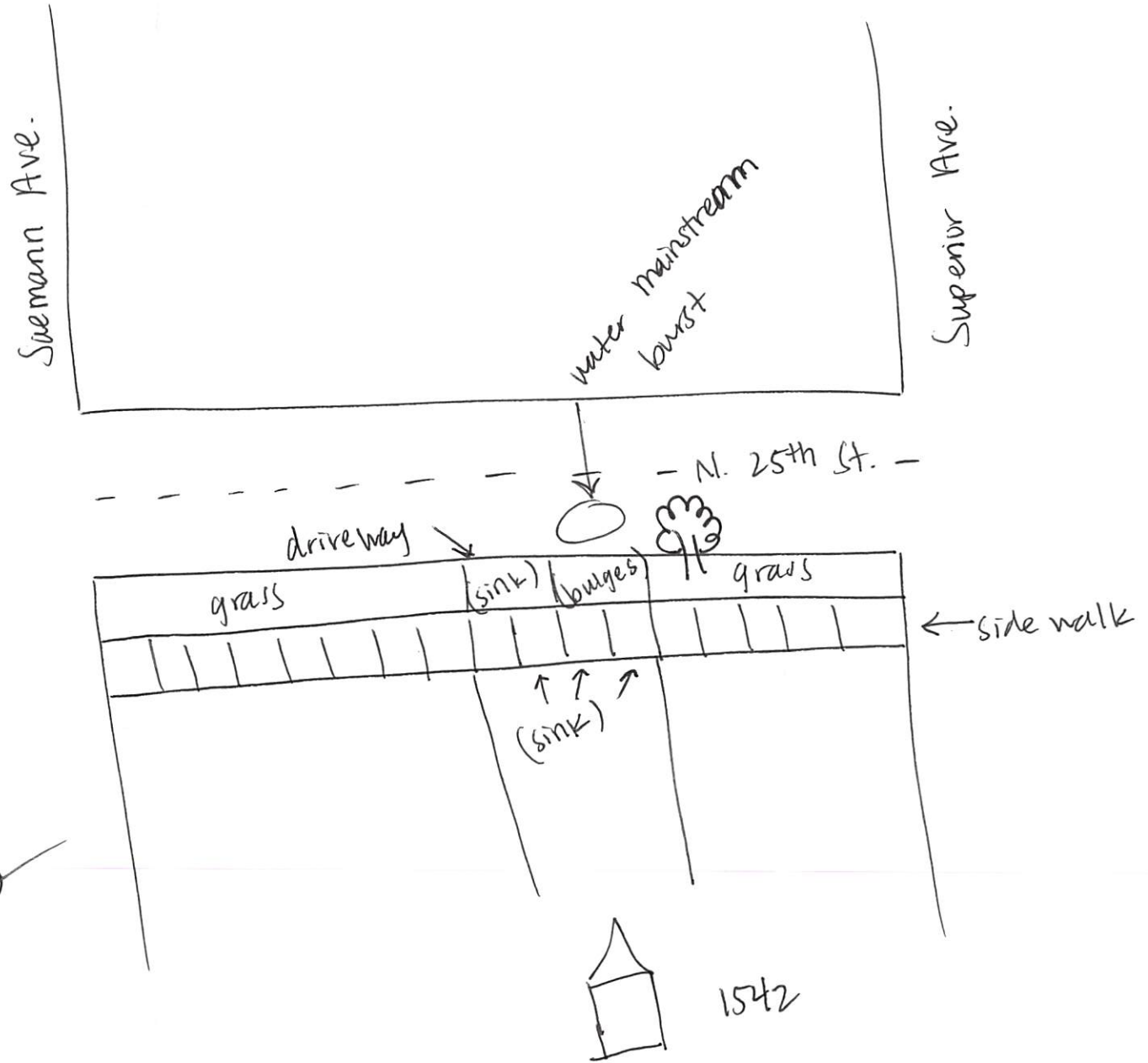
The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 2,695.75.

SIGNED Yang Pao Cheng

DATE: 3/14/23

ADDRESS: 1542 N. 25th St.
Sheboygan, WI 53081

MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081



Signed: *[Signature]*
Date: 3/14/23

**Prepared For**

Mai Tia
1542 N. 25th St.
Sheboygan , Wisconsin 53081
(920) 917-0049

Martin's Concrete

2903 Lakeshore Dr
Sheboygan, Wisconsin 53081
Phone: (920) 287-6588
Email: martinconcrete10@gmail.com
Web: www.Martin's-concrete.com

Estimate # 629
Date 03/19/2023

Description	Total
Concrete removal Demolition and removal old concrete \$1/ sq. Ft	\$268.50
Leveling and Compaction Compact the soil with a mechanical compactor for large areas or a hand tamp for small ones.\$1/sq. Ft	\$268.50
Forming Forming frames \$2/ sq. Ft	\$537.00
Gravel 3/4 Gravel stone and 2nd Compaction \$.50 sq. Ft	\$134.25
Wire or fiber mesh Reinforcing wire \$2/ sq. Ft	\$537.00
Pouring Cement pouring and finishing labor \$3 / sq. Ft	\$805.50
Cement delivery Cement delivery charges are attached for not exceeding the minimum purchase	\$145.00

Subtotal	\$2,695.75
Total	\$2,695.75
Deposit Due	\$200.00

Payment Schedule

Deposit (7.42%)	\$200.00
Starting day (46.26%)	\$1,247.00
When the job is done (46.32%)	\$1,248.75

Notes:

This estimate is for completing the job as described above. It is based on our evaluation and does not include additional expenses which may be required should unforeseen problems arise work as stated.

City walkway
15 ft by 6 ft (square 3,4,5)

Approach
21 ft by 8.5 ft (square 1, 2)



Signed on: 03/19/2023
Martin Perez

Mai Tia

II

R. O. No. 130 - 22 - 23. By CITY CLERK. April 5, 2023.

Submitting a Summons and Complaint in the matter of Midstate Amusement Games, LLC vs. City of Sheboygan.

FAP

CITY CLERK

STATE OF WISCONSIN**CIRCUIT COURT****SHEBOYGAN**MIDSTATE AMUSEMENT GAMES, LLC vs. CITY OF
SHEBOYGAN**Electronic Filing
Notice**Case No. 2023CV000151
Class Code: Money Judgment

FILED

03-20-2023

Item 19.

Sheboygan County

Clerk of Circuit Court

2023CV000151

Honorable Rebecca L.

Persick

Branch 4

CITY OF SHEBOYGAN
828 CENTER AVENUE, SUITE 103
SHEBOYGAN WI 53081

MAR 21 '23 PM 1:46

Case number 2023CV000151 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at <http://efiling.wicourts.gov/> and may withdraw as an electronic party at any time. There is a \$20.00 fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: ed4fe1

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: March 20, 2023

FILED
03-20-2023

Item 19.

Sheboygan County
Clerk of Circuit Court
2023CV000151
Honorable Rebecca L.
Persick
Branch 4

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

MIDSTATE AMUSEMENT GAMES, LLC,
1161 Industrial Parkway
Fond du Lac, Wisconsin 54937,

Plaintiff,

Case No. _____

v.

Money Judgment - 30301

CITY OF SHEBOYGAN,
828 Center Avenue, Suite 103
Sheboygan, Wisconsin 53081,

Defendant.

SUMMONS

THE STATE OF WISCONSIN, To each person named above as a defendant:

You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Court, whose address is Sheboygan County Circuit Court, 615 N. 6th Street, Sheboygan, Wisconsin 53081, and to Douglas A. Pessefall, Pessefall Law, LLC, Plaintiff's attorney, whose address is 2512 N. 89th Street, Wauwatosa, Wisconsin, 53226. You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days, the Court may grant

judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 20th day of March, 2023.

Pessefall Law, LLC
2512 N. 89th Street
Wauwatosa, WI 53226
(414) 698-1301

Douglas A. Pessefall
State Bar No. 1034109
doug@pessefall-law.com

Electronically signed by Douglas A. Pessefall
Attorney for Plaintiff
Midstate Amusement Games, LLC

FILED
03-20-2023

Item 19.

Sheboygan County
Clerk of Circuit Court
2023CV000151
Honorable Rebecca L.
Persick
Branch 4

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

MIDSTATE AMUSEMENT GAMES, LLC,
1161 Industrial Parkway
Fond du Lac, Wisconsin 54937,

Plaintiff,

v.

CITY OF SHEBOYGAN,
828 Center Avenue, Suite 103
Sheboygan, Wisconsin 53081,

Defendant.

Case No. _____

Money Judgment - 30301

COMPLAINT

Plaintiff Midstate Amusement Games, LLC, by and through its attorney, Douglas A. Pessefall of Pessefall Law, LLC, and pursuant to Wis. Stat. §§ 74.35 and 801.02, states and alleges its Complaint against Defendant City of Sheboygan as follows:

INTRODUCTION AND PARTIES

1. This is an action under Wis. Stat. § 74.35 to recover unlawful taxes that were imposed on Plaintiff Midstate Amusement Games, LLC by Defendant City of Sheboygan for the 2022 tax year, plus statutory interest, with respect to certain personal property located in the City of Sheboygan ("Property").
2. The Property is identified on City records as Account 59281860858P.
3. The Property consists of taxable and non-taxable personal property, including office fixtures, equipment, amusement devices, including video games, arcade games, jukeboxes, electronic dart boards, ATMs and other machines.
4. Plaintiff Midstate Amusement Games, LLC ("Midstate") is a Wisconsin limited

liability company with its principal office located at 1161 Industrial Parkway, Fond du Lac, Wisconsin 54937.

5. Midstate is the owner of the Property, and is responsible for the payment of property taxes and the prosecution of property tax disputes involving the Property, and is authorized to bring this claim in its own name.

6. Defendant City of Sheboygan ("City") is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, Suite 103, Sheboygan, Wisconsin 53081.

JURISDICTION AND VENUE

7. The Court has personal jurisdiction over the City pursuant to Wis. Stat. §§ 74.35(3)(d) and/or 801.05(2).

8. Venue is appropriate in Sheboygan County pursuant to Wis. Stat. §§ 74.35(3)(d) and/or 801.50(2).

FACTS

9. Midstate is a coin machine operator that provides a wide spectrum of gaming products and services to businesses in East Central Wisconsin including Oshkosh, Fond du Lac, Sheboygan, West Bend, Campbellsport, Kewaskum, Random Lake, Jackson, Plymouth, Ripon, Waupun, and the surrounding communities.

10. In Wisconsin, personal property generally is subject to taxation unless an exemption applies. Taxpayers report the original cost of their non-exempt personal property by year of acquisition on an annual Statement of Personal Property ("Statement"). Taxpayers file the Statement with their local tax assessor who, in turn, uses the Statement to assess the value of the Taxpayer's personal property for the year.

11. In early 2022, Midstate timely filed its Statement with the City on which Midstate reported its assessable personal property as of January 1, 2022 and excluded its non-assessable or exempt personal property, in accordance with the Statement's instructions.

12. Notwithstanding the foregoing, the City assessed the Property at \$540,000 as of January 1, 2022 (the "2022 Assessment").

13. In so doing, the 2022 Assessment of the Property included personal property that was exempt by law from taxation.

14. For example, the 2022 Assessment included "machinery," defined in Wis. Stat. § 70.111(27)(a) to mean "a structure or assemblage of parts that transmits force, motion, or energy from one part to another in a predetermined way by electrical, mechanical, or chemical means," which is exempt from personal property tax.

15. Based on the 2022 Assessment, the City issued Midstate a 2022 tax bill in the amount of \$10,400.71 ("Tax Bill").

16. Midstate timely paid the Tax Bill issued by the City, and now is aggrieved by the levy and collection of an unlawful tax against the Property.

17. The Assessment contained one or more palpable errors specified in Wis. Stat. § 74.33(1). Specifically, some of the Property was exempt from general property taxation pursuant to Wis. Stat. §§ 70.111(27)(a) as of January 1, 2022 because most of the Property consisted of machinery not used in manufacturing.

18. Accordingly, following the procedure set forth in Wis. Stat. § 74.35 to recover taxes with respect to exempt property, on January 31, 2023, Midstate timely served on the City a claim for refund to recover the tax paid in connection with the Tax Bill ("Refund Claim"). A true and correct copy of the Refund Claim as served on the City is attached hereto as Exhibit A.

19. By letter dated February 21, 2023, Midstate received a notice of disallowance with respect to its Refund Claim from the City ("Notice"). A true and correct copy of the Notice is attached hereto as Exhibit B.

20. Midstate was aggrieved by the levy and collection of tax on the Property and the City's failure to grant the Refund Claim.

21. Moreover, the City's failure to exempt the Property violated the rule of uniform taxation pursuant to Article VIII, Section 1 of the Wisconsin Constitution ("Uniformity Clause").

CLAIM FOR RELIEF

22. All the foregoing paragraphs are incorporated as if fully re-alleged.

23. A tax with respect to property that was exempt by law is an "unlawful tax" pursuant to Wis. Stat. §§ 74.35(1) and 74.33(1)(c).

24. Midstate is a person aggrieved by the levy and collection of unlawful taxes by the City, and is, therefore, entitled to a refund of the tax pursuant to Wis. Stat. § 74.35(2), together with interest as provided by Wis. Stat. § 74.35(4).

25. With respect to the Refund Claim, Midstate is entitled to a refund in the amount of approximately \$10,400.71, or such greater amount as may be determined by the Court, plus interest.

WHEREFORE, Midstate respectfully requests that the Court:

A. A determination that the Property was exempt as machinery pursuant to Wis. Stat. § 70.111(27)(a);

B. A determination that the Property was non-uniform with the assessments of other exempt and/or non-exempt property;

C. A determination that the Property subject to the 2022 Assessment included the

value of exempt property;

D. A determination that Plaintiff paid tax on the 2022 Assessment;

E. A determination that the tax paid on the 2022 Assessment constituted an unlawful tax for which Plaintiff is entitled to a refund;

F. Enter a judgment in favor of Plaintiff and against the City in the amount of:

1. \$10,400.71, plus statutory interest on the tax paid for the period between the time when the tax was due and the date on which the tax is refunded by the City;
2. Costs and attorney's fees as allowed by law; and
3. Grant such other and further relief as the Court deems just and equitable.

Dated this 20th day of March, 2023.

Pessefall Law, LLC
2512 N. 89th Street
Wauwatosa, WI 53226
(414) 698-1301

Douglas A. Pessefall
State Bar No. 1034109
doug@pessefall-law.com

Electronically signed by Douglas A. Pessefall
Attorney for Plaintiff
Midstate Amusement Games, LLC

FILED
03-20-2023

Item 19.

Sheboygan County
Clerk of Circuit Court
2023CV000151
Honorable Rebecca L.
Persick
Branch 4

Pessefall Law, LLC

2512 N. 89th Street
Wauwatosa, WI 53226
doug@pessefall-law.com ▪ (414) 698-1301

January 31, 2023

CLAIM OF UNLAWFUL TAX

HAND DELIVERED

Ms. Meredith DeBruin
Clerk
City of Sheboygan
828 Center Avenue, Suite 103
Sheboygan, WI 53081

Re: Midstate Amusement Games, LLC
Parcel No. 59281860858P

Dear Ms. DeBruin:

On behalf of Midstate Amusement Games, LLC ("Claimant"), we hereby serve this claim of unlawful tax ("Claim") on the City of Sheboygan ("City") with respect to the above-referenced personal property account ("Property"). You are directed to serve a copy of any notice of allowance or disallowance on the undersigned agent of the Claimant.

1. This Claim is brought pursuant to Wis. Stat. § 74.35 for a refund of unlawful taxes collected from the Claimant by the City for the 2022 tax year, plus interest as provided by law, with respect to certain property located in the City and known by the personal property tax Account Number 59281860858P.

2. At all times relevant to this Claim, the Claimant was the owner of the Property, was responsible for the payment of taxes imposed with respect to the Property and the prosecution of tax disputes involving the Property, and is authorized to bring this Claim in its own name.

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, Suite 103, Sheboygan, Wisconsin 53081.

4. The basis for this Claim is that one or more palpable errors specified in Wis. Stat. § 74.33(1) were made. Specifically, the Property included machinery, tools and/or patterns exempt from taxation pursuant to Wis. Stat. § 70.111(27); the Property included assets no longer

used in a trade or business as of the assessment date; the Property included real property that was not subject to personal property tax and was, therefore, subject to double taxation; and/or the assessment of the Property violated the Uniformity, Due Process and Equal Protection clauses of the Wisconsin Constitution.

5. The Claimant timely filed a Statement of Personal Property on which the Claimant reported all of its assessable personal property located within the City as of January 1, 2022 ("Statement"). The Statement properly excluded personal property that was exempt by law from taxation.

6. Notwithstanding the Statement, the City assessed the Property subject to this claim, which was assessed by the City at \$540,000.00 as of January 1, 2022 ("Assessed Value").

7. Based on the Assessed Value, the City issued the Claimant a 2022 tax bill in the amount of \$10,400.71 ("Tax Bill").

8. The Claimant timely paid the Tax Bill issued by the City, and is aggrieved by the levy and collection of an unlawful tax against the Property.

9. The amount of this Claim is \$10,400.71, plus interest.

By this letter, the Claimant stated a valid claim to recover the unlawful tax paid with respect to its Property. The Claimant respectfully requests the City to grant this Claim within 90 days from the date of service hereof.

Yours very truly,

s/Douglas A. Pessefall

Douglas A. Pessefall

FILED
03-20-2023
Sheboygan County
Clerk of Circuit Court
2023CV000151
Honorable Rebecca L.
Persichetti
Branch

February 21, 2023

CERTIFIED & RESTRICTED MAIL

Pessefall Law, LLC
c/o Douglas Pessefall
2512 N 89th Street
Wauwatosa, WI 53226

Re: Your Claim Against the City of Sheboygan
Your Client: Midstate Amusement Games, LLC
Date of Loss: Tax Year 2022

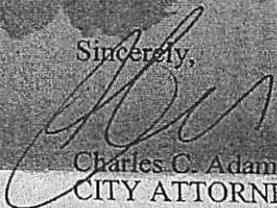
Dear Attorney Pessefall:

City of Sheboygan staff have reviewed and considered your claim filed on January 31, 2023, concerning damages you allegedly received, and denied it in full.

Please be advised that no lawsuit may be brought on this claim against the City of Sheboygan or any of its officials, officers, agents or employees after six (6) months from the date of receipt of this letter.

If you have any further questions on this claim, contact the City Attorney's office at 459-3917.

Sincerely,



Charles C. Adams
CITY ATTORNEY

CCA/mmf

CITY ATTORNEY'S OFFICE

CITY HALL
828 CENTER AVENUE
SUITE 210
SHEBOYGAN, WI 53081

920/459-3917
FAX 920/459-3919

www.sheboyganwi.gov

cc: City Clerk Meredith DeBruin
Financial Reporting Analyst Margo Wagner
Director of Liability Claims Allison DeFranze

II

R. O. No. 135 - 22 - 23. By CITY CLERK. April 5, 2023.

Submitting a Summons and Complaint - Small Claims in the matter of
Cristy Murray vs. City of Sheboygan c/o Mayor Ryan Sorenson et al.

FAP

CITY CLERK

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN

Cristy Murray vs. City of Sheboygan c/o Mayor Ryan
Sorenson et alElectronic Filing
NoticeCase No. 2023SC000577
Class Code: Sm Claim, Claim Under \$ Limit

FILED

03-27-2023

Sheboygan County

Clerk of Circuit Court

2023SC000577

Honorable Rebecca L.

Persick

Branch 4

Item 20.

CITY OF SHEBOYGAN C/O MAYOR RYAN SORENSON
828 CENTER AVE #300
SHEBOYGAN WI 53081

Case number 2023SC000577 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at <http://efiling.wicourts.gov/> and may withdraw as an electronic party at any time. There is a \$20.00 fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 13109b

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3070.

Sheboygan County Circuit Court
Date: March 27, 2023

FILED
03-27-2023

Item 20.

Sheboygan County
Clerk of Circuit Court
2023SC000577
Honorable Rebecca L.
Persick
Branch 4

DATE SIGNED: March 27, 2023

Electronically signed by Christine Koenig
Clerk of Court

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

Amended

Cristy Murray vs. City of Sheboygan c/o Mayor Ryan
Sorenson et al

**Summons and
Complaint Small Claims**

Case No: 2023SC000577
Sm Claim, Claim Under \$ Limit 31001

Plaintiff:

Cristy Murray
1521 Kaufman Ave.
Sheboygan WI 53081

Defendant:

City of Sheboygan c/o Mayor Ryan Sorenson
828 Center Ave #300
Sheboygan WI 53081

Defendant:

Mark A Polich
2709 Pershing Ave.
Sheboygan WI 53083

This form does not replace the need for an interpreter, any colloquies mandated by law, or the responsibility of court and counsel to ensure that persons with limited English proficiency fully comprehend their rights and obligations.

If you require reasonable accommodations due to a disability to participate in the court process, please call 920-459-3070 at least 10 working days prior to the scheduled court date. Please note that the court does not provide transportation.

Item 20.

SUMMONS**To the Defendant(s):**

You are being sued as described on the attached complaint. If you wish to dispute this matter:

- You must appear at the time and place stated.
 You must file a written answer and provide a copy to the plaintiff or plaintiff's attorney on or before the date and time stated.

If you do not appear or answer, the plaintiff may win this case and a judgment entered for what the plaintiff is asking.

When to Appear/File an Answer	
Date 04-24-2023	Time 08:30 am
Place to Appear/File an Answer	
Sheboygan County Courthouse B-10 Lower Level 615 N 6th Street Sheboygan WI 53081	
Date Summons Issued 03-27-2023	Date Summons Mailed 03-27-2023

FILED

03-27-2023

Item 20.

Sheboygan County
Clerk of Circuit Court
2023SC000577
Honorable Rebecca L. Persick
Branch 4

This form is also available in Spanish.
(Este formulario está disponible en español.)

STATE OF WISCONSIN, CIRCUIT COURT, SHEBOYGAN COUNTY

Plaintiff: [Name (First, Middle, Last), Address, City, State, Zip]

Cristy Murray
1521 Kaufman Ave.
Sheboygan, WI 53081

See attached for additional plaintiffs.

-vs-

Amended

To: Defendant(s): [Name (First, Middle, Last), Address, City, State, Zip]

CITY OF SHEBOYGAN
c/o Mayor Ryan Sorenson
828 Center Ave #300
Sheboygan, WI 53081
and
MARK A. POLICH
2709 Pershing Ave.
Sheboygan, WI 53083

See attached for additional defendants.

Summons and Complaint (Small Claims)

Case No. 23 SC

- Claim for money (\$10,000 or less) 31001
- Tort/Personal injury (\$5,000 or less) 31010
- Return of property (replevin) 31003
- Eviction 31004
- Eviction due to foreclosure 31002
- Arbitration award 31006
- Return of earnest money 31008

One or both parties require the services of an interpreter. Which party? _____
Which language? _____ Complete and file the Interpreter Request (GF-149) form.

If you require reasonable accommodations due to a disability to participate in the court process, please call _____ prior to the scheduled court date. Please note that the court does not provide transportation.

SUMMONS

To the Defendant(s):

You are being sued as described on the attached complaint. If you wish to dispute this matter:

- You must appear at the time and place stated.
- You must file a written answer and provide a copy to the plaintiff or plaintiff's attorney on or before the date and time stated.

If you do not appear or answer, the plaintiff may win this case and a judgment entered for what the plaintiff is asking.

When to Appear/File an Answer	
Date	Time 8:30 am
Place to Appear/File an Answer	
Sheboygan County Courthouse Court Room B 615 N 6th St. Sheboygan, WI 53081	
Clerk/Attorney Signature	Date Summons Issued
	Date Summons Mailed

FILED

03-27-2023

Item 20.

Sheboygan County
Clerk of Circuit Court
2023SC000577
Honorable Rebecca L. Persick
Branch 4

COMPLAINT

Plaintiff's Demand:

The plaintiff states the following claim against the defendant(s):

1. Plaintiff demands judgment for (Check as appropriate)

- Claim for Money \$ 1,060.93
- Tort/Personal Injury \$ _____
- Return of property (replevin) (Describe property in 2 below.) (Not to include Wis. Stats. 425.205 actions to recover collateral.)
- Eviction
- Eviction due to foreclosure
- Return of Earnest Money
- Confirmation, vacation, modification or correction of arbitration award

Plus interest, costs, attorney fees, if any, and such other relief as the court deems proper

2. Brief statement of dates and facts:

(If this is an eviction action and you are seeking money damages, you must also state that claim on this form)

On September 2nd, 2022 Cristy Murray's 2005 Ford Focus ("car") was parked in front of her home at 1521 Kaufman Ave., Sheboygan, WI. At approximately 11:00am Mark Polich, a City of Sheboygan employee, was performing his job duties, driving and picking up garbage cans with a City of Sheboygan garbage truck.

Mark lowered the arm of the truck to place a garbage can back on the ground, in front of 1521 Kaufman Ave., he then continued on towards the next garbage can. Unfortunately, Mark failed to raise the arm of the truck before doing so. The arm of the truck collided with the rear of the car, causing a large dent and paint scrape on the car's rear bumper, and breaking off part of the arm of the garbage truck.

Mark contacted the police, Officer Becker responded, and knocked on Ms. Murray's door to inform her of the incident. Officer Becker documented the crash, and Mark apologized to Ms. Murray saying: "I'm so sorry, the arm didn't come up".

Ms. Murray took the vehicle to Dean's Auto Body, Inc. where Joe Black inspected the vehicle and gave Ms. Murray an estimate of \$1,060.93 to repair the damage done by the garbage truck.

A copy of the Preliminary Estimate is attached as Exhibit A.

Ms. Murray submitted a claim to the City of Sheboygan, and was denied in full on March 14th, 2023.

A copy of the letter denying Ms. Murray's claim is attached as Exhibit B.

See attached for additional information. Provide copy of attachments for court and defendant(s).

I am the: plaintiff. attorney for the plaintiff.


▶ _____
Plaintiff's Signature

Name Printed or Typed

Address

Email Address

Telephone Number _____ Date _____



Attorney's Signature

Kyle Borkehagen

Attorney's Name Printed or Typed

909 N. 8th Street, Suite 100, Sheboygan, WI 53081

Attorney's Address

kborkehagen@rohdedales.com (920) 458-5501

Attorney's Email Address Attorney's Telephone Number

3/27/2023 1084544

Date State Bar No

Item 20.

DEAN'S AUTO BODY, INC.

Workfile ID:
PartsShare:

018
62 **Item 20.**



Deans Has the Means for All Your Collision Needs!

1407 N 29TH ST, SHEBOYGAN, WI 53081

Phone: (920) 457-5494

FAX: (920) 457-6495

Preliminary Estimate

Customer: Murray, Cristy

Written By: Joe Black

Insured: Murray, Cristy

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 0

Point of Impact: 07 Left Rear

Owner:

Murray, Cristy

1521 Kaufmann Ave

Sheboygan, WI 53081

(920) 362-3664 Cell

Inspection Location:

DEAN'S AUTO BODY, INC.

1407 N 29TH ST

SHEBOYGAN, WI 53081

Repair Facility

(920) 457-5494 Business

Insurance Company:

VEHICLE

2005 FORD Focus SE ZX4 4D SED 4-2.0L Gasoline SMPI Blue

VIN: 1FAFP34N35W209496

Interior Color:

Mileage In: 162,906

Vehicle Out:

License: ALB-8795

Exterior Color: Blue

Mileage Out:

State: WI

Production Date: 10/2004

Condition: Poor

Job #:

TRANSMISSION

Overdrive

5 Speed Transmission

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

DECOR

Dual Mirrors

Tinted Glass

Console/Storage

Overhead Console

CONVENIENCE

Air Conditioning

Intermittent Wipers

Rear Defogger

Keyless Entry

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

SAFETY

Drivers Side Air Bag

Passenger Air Bag

SEATS

Cloth Seats

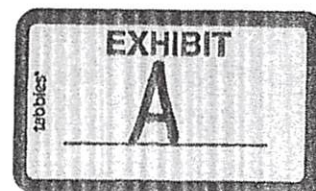
Bucket Seats

WHEELS

Wheel Covers

PAINT

Clear Coat Paint



Preliminary Estimate

Item 20.

Customer: Murray, Cristy

2005 FORD Focus SE ZX4 4D SED 4-2.0L Gasoline SMPI Blue

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		REAR BUMPER					
2	Repl	Bumper cover	6S4Z17K835BA	1	417.92	1.5	2.8
		Note: CCC Guide to Estimating G36					
		. Any Component clear coated as a separate procedure is not included. If the bumper cover requires a different clear coat mix because of flex additives, a separate procedure is required. - MOTOR, DEG Inquiry 5321					
3		Add for Clear Coat					1.1
4		MISCELLANEOUS OPERATIONS					
5	#	Repl Administration Supplies		1	25.00		
6	#	Hazardous waste removal		1	6.00 T		
7	#	Repl Flex additive		1	6.50 T		
SUBTOTALS					455.42	1.5	3.9

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			442.92
Body Labor	1.5 hrs @	\$ 68.00 /hr	102.00
Paint Labor	3.9 hrs @	\$ 68.00 /hr	265.20
Paint Supplies	3.9 hrs @	\$ 45.00 /hr	175.50
Body Supplies	1.5 hrs @	\$ 5.00 /hr	7.50
Miscellaneous			12.50
Subtotal			1,005.62
Sales Tax	\$ 1,005.62 @	5.5000 %	55.31
Grand Total			1,060.93
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			1,060.93

MyPriceLink Estimate ID / Quote ID:

1009540312516796416 / 113073047

Preliminary Estimate

Item 20.

Customer: Murray, Cristy

2005 FORD Focus SE ZX4 4D SED 4-2.0L Gasoline SMPI Blue

As a family owned business, OUR MISSION, is to be your #1 collision repair facility. To provide you with outstanding customer care as we honestly and ethically repair your vehicle using environmentally friendly materials, the latest techniques, and up-to-date procedures. We will strive to grow our company with integrity to keep your business for life.

** All supplements must be addressed before the vehicle leaves. Any supplements left open will result in the vehicle not being delivered until the supplement is agreed upon with a copy in hand.

Per Wisconsin Statute 628.46 - any claim not paid within 30 days is subject to a 7.5% interest charge.

TOTAL LOSS ESTIMATES

Charges for total loss estimates with pictures and documentation to support estimate

Minimum of 4 hours at \$90 and going up from there depending what is all need to complete the written evaluation for a total loss.

Disassembly to gain access to document damage will be added on accordingly at the proper shop rate.

Scanning and measuring for diagnosing complete damage, will be billed out for each job accordingly at the proper shop rate.

Any OEM repair procedures needing a subscription to gather information for the repairs will also be added per vehicle according.

STORAGE CHARGES are \$50 per day

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

Preliminary Estimate

Item 20.

Customer: Murray, Cristy

2005 FORD Focus SE ZX4 4D SED 4-2.0L Gasoline SMPI Blue

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DE2JK00, CCC Data Date 09/16/2022, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2023 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Preliminary Estimate

Item 20.

Customer: Murray, Cristy

2005 FORD Focus SE ZX4 4D SED 4-2.0L Gasoline SMPI Blue

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
2	Broadway Ford Hyundai Genesis 1010 S Military Ave Green Bay WI 54304	#6S4Z17K835BA Bumper cover Quote: 1338263642 Expires: 11/11/22	\$ 417.92

Preliminary Estimate

Item 20.

Customer: Murray, Cristy

2005 FORD Focus SE ZX4 4D SED 4-2.0L Gasoline SMPI Blue

ALTERNATE PARTS USAGE

2005 FORD Focus SE ZX4 4D SED 4-2.0L Gasoline SMPI Blue

VIN: 1FAFP34N35W209496	Interior Color:	Mileage In: 162,906	Vehicle Out:
License: ALB-8795	Exterior Color: Blue	Mileage Out:	
State: WI	Production Date: 10/2004	Condition: Poor	Job #:

Alternate Part Type	Selection Method	# Of Times Notified Of Available Parts	# Of Parts Selected
Aftermarket	Automatically List	0	0
Optional OEM	Automatically List	0	0
Reconditioned	Automatically List	0	0
Recycled	N/A	0	0

Item 20.

March 14, 2023

CERTIFIED & RESTRICTED MAIL

Cristy Murray
1521 Kaufmann Avenue
Sheboygan, WI 53081

Re: Your Claim Against the City of Sheboygan
Date of Loss: September 2, 2022

Dear Ms. Murray:

City of Sheboygan staff have reviewed and considered your claim filed on November 28, 2023, concerning damages you allegedly received, and denied it in full.

Please be advised that no lawsuit may be brought on this claim against the City of Sheboygan or any of its officials, officers, agents or employees after six (6) months from the date of receipt of this letter.

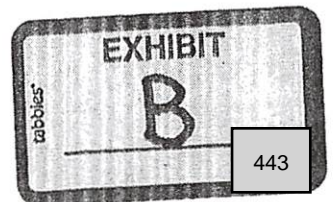
If you have any further questions on this claim, contact the City Attorney's office at 459-3917.

Sincerely,

[Handwritten Signature]
Charles C. Adams
CITY ATTORNEY

CCA/mmj

City Clerk Meredith DeBruin
Analyst Margo Wagner



To all litigants,

SUBSTANTIAL CHANGES were made to the Sheboygan County Small Claims rules in April, 2020. It is important that you follow the procedures below carefully. Court staff cannot make exceptions for individuals who do not follow the Small Claims procedures set forth below.

PLEASE NOTE: ALL PARTIES MUST READ “THE ABBREVIATED GUIDE TO SMALL CLAIMS” AVAILABLE ON THE SHEBOYGAN COUNTY OFFICIAL WEBSITE, sheboygancounty.com. THE DOCUMENT IS AVAILABLE ON THE PAGES OF BOTH THE CLERK OF COURTS OFFICE AND THE FAMILY COURT COMMISSIONERS OFFICE. If necessary, a paper copy of the Guide can be obtained in person from the Clerk of Courts office. Failure to read and follow all rules in the Guide and this letter may result in adverse consequences to parties failing to follow the applicable law and procedure.

Additional assistance can be found at <https://www.wicourts.gov/services/public/selfhelp/smallclaims.htm> .

THESE SPECIFIC LOCAL INSTRUCTIONS OVERRIDE ANY LANGUAGE REGARDING APPEARANCES ON THE COMPLAINT ITSELF, INCLUDING IN THE BOX MARKED “WHEN TO APPEAR/FILE AN ANSWER”. FOLLOW ONLY THE INSTRUCTIONS BELOW.

This letter will provide important information regarding the initial appearance in this matter. Information on the next steps in the process are in The Abbreviated Guide referenced above.

Initial appearances are conducted in writing only. **DO NOT COME TO THE COURTHOUSE IN PERSON ON THE RETURN DATE.** All answers are to be e-filed or submitted by mail only.

The **PLAINTIFF** does not need to file a letter of appearance, but Proofs of Service and non-military service must be filed with the Clerk of Courts office by noon on the Friday before the date of the scheduled initial appearance. The proof of Non-Military Service can be found at wicourts.gov, under Form, Circuit Court, General, Form GF-175. Submission through the e-filing system or by mail is strongly preferred.

If you are a **DEFENDANT**, you may answer one of two ways:

- You may submit your answer through the e-filing system or by mail. Defendants should receive a copy of the answer form with the complaint. If you do not have a form, it can be downloaded at wicourts.gov, under “Forms,” “Circuit Court,” “Small Claims”. Form SC5200V. Answers must be received by the Clerk of Courts Office by noon of the Friday before the scheduled initial appearance date. A copy also must be mailed to the plaintiff or his or her attorney at this time as well.

Enter the name of the county in which you are filing this case.	STATE OF WISCONSIN, CIRCUIT COURT, SHEBOYGAN COUNTY
Enter the Plaintiff's name. The Plaintiff is the person bringing the lawsuit.	Plaintiff(s): _____
Enter the Plaintiff's address.	First name Middle name Last name _____ Address _____
If there is more than one plaintiff, check the "additional plaintiffs" box and attach another sheet with their names and addresses.	Address _____
Enter the case number from the summons and complaint.	City State Zip _____
Enter your name. You are the Defendant.	<input type="checkbox"/> See attached for additional plaintiffs. -VS- Defendant(s): _____
Enter your address.	First name Middle name Last name _____ Address _____
If there is more than one defendant, check the "additional defendants" box and attach another sheet with their names and addresses.	Address _____
	City State Zip _____
	<input type="checkbox"/> See attached for additional defendants.

**Answer and Counterclaim
(Small Claims)**

Case No. _____

ANSWER

I am the defendant (or an authorized representative of the defendant):

Check 1 or 2. Check 1 if you do not dispute the plaintiff's claim.
Check 2 if you do dispute the plaintiff's claim. State the reasons why you disagree.
Check the box if you need more room and attach any additional pages. See <u>Pre-Judgment: Basic Steps to Small Claims Service</u> (SC-6050V).

- 1. This matter **IS NOT** contested. I agree with the plaintiff's claim. Judgment may be taken as requested in the complaint, plus costs and interest as allowed by law.
-OR-
- 2. This matter **IS** contested. I do not agree with the plaintiff's claim. This matter should be scheduled so that the parties may present their evidence. The reason(s) why the matter is contested are as follows: **See attached** for additional information.

Counterclaim/Demand

Check the box if there is no counterclaim/demand and go to the signature section.

I/We do not have a counterclaim/demand against the plaintiff(s).

Check this box if there is a counterclaim/demand. Complete this section only if you are making a counterclaim/demand.

I/We have a counterclaim/demand against the plaintiff(s) and demand judgment against the plaintiff(s) for \$ _____, plus interest, costs, attorney fees, if any, and such other relief as the court deems proper.

Briefly explain why the court should award you what you are asking for.

If you are seeking to recover damages of more than \$5,000 for your tort or personal injury counterclaim, or more than \$10,000 for other types of counterclaims, the case may not continue in small claims court. In addition, you must pay a filing fee to the Clerk of Court, and you must send the *Notice of Counterclaim* (SC-5250V) to the plaintiff(s) on the same day the counterclaim is filed.

NOTE: Eviction actions are heard in small claims court, regardless of the amount of the counterclaim.

If you need more room, check the box and attach any additional pages to this Counterclaim.

Defendant(s) certify that a copy of this answer and counterclaim has been or will be mailed to the plaintiff(s) or plaintiff's attorney, if any.

Follow local rules for filing and serving.

Signatures

Sign and print your name. Enter the date on which you signed your name. **Note:** This signature does not need to be notarized.

▶ _____
Defendant's Signature

▶ _____
Attorney's Signature

Name Printed or Typed

Name Printed or Typed

Address

Law Firm and Address

Email Address

Email Address Telephone Number

Telephone Number Date

Date State Bar No. (if any)

If an attorney is completing this form, enter your information.

R. O. No. 137 - 22 - 23. By CITY CLERK. April 5, 2023.

Submitting a claim from James Passmore for alleged damages to his garage when it was hit by a City of Sheboygan garbage truck.

FHP

CITY CLERK

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

- 1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
- 2. Attach and sign additional supportive sheets, if necessary.
- 3. This notice form must be signed and filed with the Office of the City Clerk.

4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.

- 1. Name of Claimant: James Passmore
- 2. Home address of Claimant: 1422 N 10th Sheb WI 53081
- 3. Home phone number: 920-946-4115
- 4. Business address and phone number of Claimant: _____

5. When did damage or injury occur? (date, time of day) 1-30-23 8am

6. Where did damage or injury occur? (give full description) Garbage Truck
Hit my garage with Forks From Truck

7. How did damage or injury occur? (give full description) Garbage Truck
Hit my Garage with Forks From Truck

8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

(a) Name of such officer or employee, if known: _____

(b) Claimant's statement of the basis of such liability: _____

9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

(a) Public property alleged to be dangerous: _____

(b) Claimant's statement of basis for such liability: _____

10. Give a description of the injury, property damage or loss, so far as is known at the time. (If there were no injuries, state "NO INJURIES").

Item 21.

NO Injuries

11. Name and address of any other person injured:

12. Damage estimate: (You are not bound by the amounts provided here.)

Auto: \$

Property: \$ 955.00

Personal injury: \$

Other: (Specify below) \$

TOTAL \$ 955.00

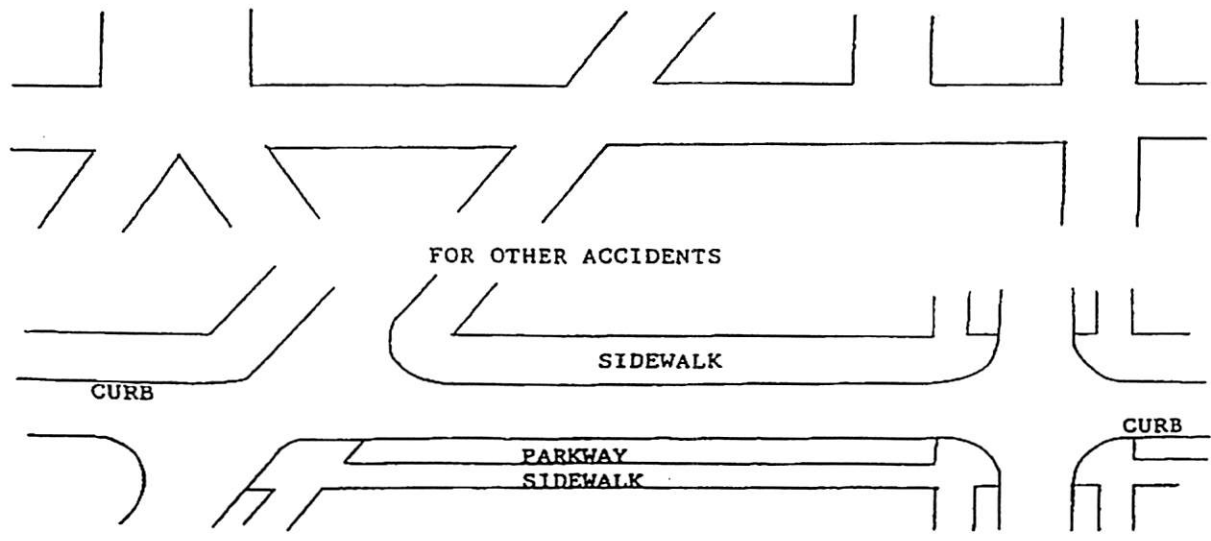
Damaged vehicle (if applicable)

Make: Model: Year: Mileage:

Names and addresses of witnesses, doctors and hospitals:

FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.



SIGNATURE OF CLAIMANT Jan T Pan

DATE 3-31-23

DATE RECEIVED _____

RECEIVED BY _____ Item 21.

CLAIM NO. _____

CLAIM

Claimant's Name:	<u>James Passmore</u>	Auto	\$ _____
Claimant's Address:	<u>1422 N 10th</u>	Property	\$ <u>955.00</u>
	<u>Sheb WI 53081</u>	Personal Injury	\$ _____
Claimant's Phone No.	<u>920-946-4115</u>	Other (Specify below)	\$ _____
		TOTAL	\$ <u>955.00</u>

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

**WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(WISCONSIN STATUTES 943.395)**

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 955.00.

SIGNED Jan T Passmore

DATE: 3-28-23

ADDRESS: 1422 N 10th Sheb WI 53081

MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081

The Genuine. The Original.



Overhead Door Co. of
the Central Lakeshore

PROFESSIONAL DOOR SYSTEMS, INC.

2602 Georgia Avenue
P.O. Box 1408
Sheboygan, WI 53082-1408
(920) 452-2972 * (800) 924-1737
www.lakeshoredoor.com

The Genuine. The Original.



Overhead Door Co. of
Sheboygan/Manitowoc
Fond du Lac

Item 21.

Invoice

Date: 1/31/2023
Invoice No.: 114872

Bill to: James Passmore
1422 N. 10th Street
Sheboygan, WI 53081

Service at:

ID/Account #: PassmoreJa

Contact/Callers Name:

Work Order: Work Order 125592

Phone Number: 9209464115

Service #: 303

Cell Number:

Terms: NET 30

PO Number:

1/30/23
Re-aligned tracks
reprogram operator
Lubricated door

Material and labor: \$85.00

Note: customer stated building was hit by garbage truck, which he has video

PROFESSIONAL
DOOR SYSTEMS, INC.
FEB 21 2023
PAID
CK. # *Cash* AMT. \$ *85.00*

A 4% Convenience Fee/Surcharge will be added to all debit/credit card purchases.

We sincerely appreciate the opportunity to have served you!

Subtotal:	85.00
Sales Tax:	0.00
Total Due:	85.00

Past Due accounts will be charged 1-1/2% per month on unpaid balances - 18% annual percentage rate.

Item 21.

B Butzen Contracting, LLC ▲ ▼ ▲ ▼ ▲ ▼ ▲ ▼ ▲

1825 Erie Avenue, Sheboygan, WI 53081

Telephone 920-458-5360

Fax 920-458-9711

James Passmore
1422 N. 10th Street
Sheboygan, WI 53081

February 25, 2023

Re: Garage Repair**920-946-4115**

Dear, James

As per your request, this proposal is for the repair of the south east corner of your residential garage which was struck by the city of Sheboygan garbage truck. Upon acceptance of this proposal, the following will apply.

1. Shoring and raising corner of garage for straightening and plumbing of pushed in walls as needed.
2. Remove damaged vinyl siding corner to be replaced.
3. Remove damaged vinyl siding pieces as needed to be replaced.
4. Replace any damaged wood as needed.
5. Straightening and plumbing of two walls as needed.
6. Install new anchor bolts through bottom plate of wall and into concrete floor as needed.
7. Install new vinyl siding sections removed as needed. (Matching color as close as possible.)
8. Clearing site of all job related debris.
- 9.

Price: \$870.00**TERMS OF CONTRACT**

- 1- The above quoted price does not include any work other than that work specifically stated above. Additional work would be completed on a Time and Materials basis with prior notification.
- 2- Unless purchased by homeowner, permit fee will be added to final billing.
- 3- Payment shall be due in full upon completion and receipt of billing for this project.

Should you have any questions concerning this proposal, please contact our office during normal business hours. If the above proposal is agreeable, please sign and return one copy to us so that we may schedule this project. Thank you for the opportunity to provide you with this quote.

ACCEPTANCE OF THE ABOVE PROPOSAL IS INDICATED BY SIGNATURE BELOW

B. Hulken Contracting, LLC
1875 Erie Avenue, Sheboygan, WI 53081
Telephone: 920-452-8888 Fax: 920-452-8871

February 25, 2013

James Passmore
1422 N. 10th Street
Sheboygan, WI 53081

930-1111

Re: Garage Repair

Dear James:

The purpose of this proposal is for the repair of the south east corner of your residential garage which was struck by the city of Sheboygan's garbage truck. Items associated with this proposal that you will need:

- 1. Knocking and minor repairs of garage for strengthening and jacking of ground in walk-in section.
- 2. Replacing damaged vinyl floor in corner to be replaced.
- 3. Replacing damaged vinyl floor in corner to be replaced.
- 4. Replacing damaged vinyl floor in corner to be replaced.
- 5. Replacements and clearing of two walkways needed.
- 6. Install new interior floor through bottom plate of wall and into a crawlspace. Floor is needed.
- 7. Install new vinyl siding on exterior as needed. Sidinging color as close as possible.
- 8. Cleanup site of all job related debris.
- 9.

Price: \$8,700.00

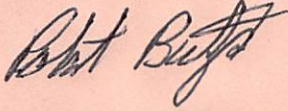
TERMS OF CONTRACT

- 1- The contractor shall provide all materials and labor for the work specified herein. The contractor shall be responsible for obtaining all necessary permits and licenses. The contractor shall be responsible for obtaining all necessary permits and licenses.
- 2- The contractor shall have full responsibility and control of the work.
- 3- The contractor shall have full responsibility and control of the work.

ACCEPTANCE OF THE ABOVE PROPOSAL IS IN THE SAME STEP AS SHOWN BELOW

DATED _____ SIGNED _____

Respectfully,



ROBERT BUTZEN
-Estimator-

CONTRACT TERMS AND CONDITIONS

The person that has signed this Construction Contract accepts all of the conditions as stated on this Construction Contract and all of the following terms:

Payment will be due upon completion of the contracted work, or in any other time frame that has been stated on the Contract, no exceptions will be made.

Payment will be due on the day specified by this Contract and shall be paid upon receipt of invoice, regardless of any extenuating circumstances, including any complaints or disputes regarding the completed contracted work. Any complaints or disputes regarding the contracted work will be negotiated only after payment has been made in full as contracted. Non-payment of any monies, as per Contract, will null and void any Warrantee or Guarantees.

If the payment terms and conditions are not followed as stated, B Butzen Contracting, LLC. will exercise its legal rights to collect all contracted monies, as per the following:

- Charge 18% Interest or 1.5% Interest per month, charged on a daily basis until the full amount of the contracted amount has been paid, starting from the date that the work was completed as per contract.
- Charge a rebilling fee of \$5.00 per Statement or Invoice sent out.
- Charge all legal or any other fees incurred in the collection of the monies owed to B Butzen Contracting, LLC. pertaining to this signed Construction Contract.
- File a Construction Lien on the property that the work has been completed on, if payment is not made as agreed to the signed Contract.

Time and Materials: Unforeseen work, i.e. deterioration, excessive moisture, dry rot, or insect damage, shall be repaired only if necessary to satisfactorily complete a project as contracted in a professional manner. Additional work shall be completed per written Change Order.

Due to weather extremes, our inability to control raw product quality, and customer use of concrete slabs, B Butzen Contracting, LLC. will not Warrantee our installed concrete work in any way including cracking, popping, spalling, heaving, or any color variations of the surface. B Butzen Contracting, LLC. will not be responsible for any vandalism to the surface of newly installed concrete after the final finish has been completed.

B Butzen Contracting, LLC. will not be responsible for weather related damage claims to property prior to, during, or after the completion of a project.

B Butzen Contracting, LLC. is not responsible for the performance of any materials or products installed by us. We do not give any performance Warrantees or Guarantees of any type on the material or products that we use or install.

The Owner of the property, requesting specified work against the judgment/recommendation of B Butzen Contracting, LLC, must sign a Waiver of Responsibility prior to start of the said work.

All prices listed on this Contract shall be valid for 30 days after Contract date.

The Contract shall be completed within a time period of 270 days or as stated on the Contract.

The Contract contains the entire agreement of the parties. No project shall be started prior to provision of actual signed contract to B Butzen Contracting, LLC. It may not be modified or terminated orally, and no claimed modification, termination, or waiver shall be binding unless a written Change Order is presented and agreed upon by both parties. No modification or waiver shall be deemed effected by any acknowledgment of confirmation containing other or different terms. 11/01/2017

III

Res. No. 1165 - 22 - 23. By Alderpersons Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, and Salazar. April 5, 2023.

A RESOLUTION commemorating the distinguished service of Silas VanderWeele to the City of Sheboygan.

WHEREAS, God in his divine wisdom, has called from this life our valued friend and fellow alderman Silas VanderWeele who passed away on Tuesday, March 21, 2023; and

WHEREAS, Silas VanderWeele served the citizens of the City of Sheboygan as an alderperson from the 8st District for six (6) years from 2002 to 2008 and served as Committee of the Whole Chair; and

WHEREAS, during his tenure as alderperson, Mr. VanderWeele served as a valuable member of numerous council committees, including Public Protection and Safety (Chairman), Board of Electrical Examiners, Industrial Development Commission, Sheboygan Commission on Fair Housing Practices, Marina and Harbor Committee, Sheboygan Transit Commission, Strategic Fiscal Planning Committee, City-County Shared Services, and the Coalition Ambulance Quality Assurance Committee; and

WHEREAS, Mr. VanderWeele assisted and played a key role with the site selection of the new police station; and

WHEREAS, Silas VanderWeele served his constituents and the City of Sheboygan faithfully and honorably, being a man of outstanding ability and integrity; and

WHEREAS, Mr. VanderWeele was a valuable member of the Sheboygan City Council, always legislating with an open mind and putting honesty and charity before all else, he will always be remembered as exemplifying the best qualities of leadership in public service to the City.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby commemorates the service rendered by Silas VanderWeele to the City of Sheboygan throughout his six (6) years of service, expresses its sorrow in his passing, and offers to his Fiancé, Dana, and his entire family its deepest sympathy.

BE IT FURTHER RESOLVED: That this resolution be published in this council's official proceedings, and that a suitable copy be presented to the family of Silas VanderWeele.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. 170- 22 - 23. By Alderpersons Dekker and Salazar. April 5, 2023.

A RESOLUTION censuring 2nd District Alderperson Roberta Filicky-Peneski.

WHEREAS, members of the common council are expected to hold themselves to a high level of ethics both in their role as alderpersons and in their conduct in general; and

WHEREAS, such expectations include fair and impartial treatment and avoidance of offensive and incendiary language and the use of words that by their very nature demean groups of people and undermine a sense of unity through diversity in our community; and

WHEREAS, the proper operation of democratic government requires that government decisions and policy be made in the proper channels of the governmental structure; and

WHEREAS, while transparency in government is of the utmost importance, there are times when certain actions or deliberations of the common council must be held in confidence so as to support important public policies; and

WHEREAS, such public policies include the public interest in privacy and reputational interests, the statutory protection of certain personnel matters and other employment-related issues, the public interest in reducing costs attributable to taxpayers, and the public interest in maintaining the attorney-client privilege; and

WHEREAS, important public policies such as those listed above are always considered before the council makes a determination that it needs to go into closed session; and

WHEREAS, the purpose for all closed sessions is included with the agenda of a common council meeting in which the common council is scheduled to go into closed session; and

WHEREAS, matters discussed in closed session are not to be revealed outside of the meeting until such time as legal counsel for the City has determined that the important public policies requiring a closed session are no longer applicable; and

WHEREAS, members of the common council are entitled to confidence that their deliberations in closed session will not be leaked to others until such time as release of information from said sessions is appropriate and approved; and

WHEREAS, on October 24, 2022, the Common Council met in closed session during a special common council meeting; and

Suporel

WHEREAS, the closed session was conducted "under the exemption provided in sec. 19.85(f), Wis. Stats. for preliminary consideration of specific personnel problems which, if discussed in public, would be likely to have a substantial adverse effect on the reputation of the person involved in such problems or investigations"; and

WHEREAS, the common council has received annual training from the City Attorney on its obligations surrounding closed sessions; and

WHEREAS, 2nd District Alderperson Roberta Filicky-Peneski was present at the Special Common Council Meeting on October 24, 2022 and voted in favor of the motion to convene in closed session on that date; and

WHEREAS, then City Administrator Todd Wolf was a subject of the problems and investigations being discussed in closed session, and as such, was excluded from the closed session where potential disciplinary matters involving his actions were discussed; and

WHEREAS, shortly after the meeting, well before the purposes of the closed session were no longer applicable, Alderperson Filicky-Peneski met with Administrator Wolf in her home; and

WHEREAS, during that meeting, Administrator Wolf secretly recorded the conversation between himself and Alderperson Filicky-Peneski; and

WHEREAS, during that meeting, Alderperson Filicky-Peneski revealed to Administrator Wolf various matters discussed during the closed session that were not yet cleared for release; and

WHEREAS, during that meeting, Alderperson Filicky-Peneski used a highly inappropriate and inflammatory racial slur; and

WHEREAS, while Alderperson Filicky-Peneski used said slur in a context that did not include labeling any particular person with that word, there is no context whatsoever where the use of such a slur is appropriate, ethical, or acceptable; and

WHEREAS, societal rejection of the use of said slur is so complete that on August 8, 2022, just two-and-a-half months prior to Alderperson Filicky-Peneski's use of the slur, in a story widely covered by national media, the highly successful and respected assistant football coach at Oklahoma State University, Cale Gundy, resigned in wake of his reading the same word from song lyrics contained on a player's iPad; and

WHEREAS, even more recently, a similar event in the City of Sheboygan made clear the community consensus that use of said slur even in the somewhat

less inflammatory context is never appropriate.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council of the City of Sheboygan does hereby formally censure 2nd District Alderperson Roberta Filicky-Peneski for violating the well-established norms and values of the Common Council by revealing the contents of a closed session meeting before she was authorized to do so and by her use of a highly inappropriate and inflammatory racial slur; both actions being well-understood by the Common Council generally and Alderperson Filicky-Peneski specifically as being inappropriate, a violation of the public trust, and contrary to the expectation the representatives of the City of Sheboygan always conduct themselves at the highest level.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. 168 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.
April 5, 2023.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract with Stantec Consulting Services Inc. for wetland delineation services regarding the land in the SouthPointe Enterprise Campus being purchased by Sheboygan Southpoint Development LLC.

RESOLVED: That Manager of Planning & Zoning Steve Sokolowski is hereby authorized to enter into a contract with Stantec Consulting Services Inc., a copy of which is attached hereto and incorporated herein.

FAP

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



Stantec Consulting Services Inc.
12080 Corporate Parkway Suite 200, Mequon WI 53092-2661

March 27, 2023

Attention: Mr. Chad Pelishek
City of Sheboygan, Director of Planning & Development
828 Center Avenue, Suite 208
Sheboygan, WI 53081

**Reference: Proposal for Environmental Services – Assured Wetland Delineation
Parcel 59281471006 - City of Sheboygan, Sheboygan County, Wisconsin**

Dear Mr. Pelishek,

Stantec Consulting Services Inc. (Stantec) is pleased to present this proposal for an assured wetland delineation for parcel 59281471006 located along South Business Drive in the City of Sheboygan. The study area comprises a total of 4.89 acres located in Section 9, T14N, R23E in Sheboygan County, Wisconsin. This proposal includes the Scope of Services, Cost Estimate, Assumptions, Project Schedule, Extra Services, and Terms and Conditions. Stantec will initiate this project upon receipt of an executed Agreement.

PROJECT UNDERSTANDING

Stantec understands that you are requesting an assured wetland delineation for the entirety of the study area, which is described above and defined on the enclosed *Study Area Map*.

SCOPE OF SERVICES

WDNR Assured Wetland Delineation

- The wetland delineation will be completed using the U.S. Army Corps of Engineers (USACE) 1987 *Wetland Delineation Manual*, applicable Regional Supplements to the Corps of Engineers Wetland Delineation Manual, and subsequent guidance documents (USACE & WDNR, 2015).
- The wetland delineation will be performed by an **assured wetland delineator** in accordance with the wetland delineation Scope of Services described above. The lead field delineator will be assured through the Wisconsin Department of Natural Resources (WDNR) - Wetland Delineation Professional Assurance Program. This program was established for highly experienced professional wetland scientists that meet strict qualifications relating to education, training, experience and performance standards, which are reviewed annually by the WDNR to maintain assured status. The goal of this program is to provide a high level of certainty regarding accuracy of delineated wetland boundaries for project planning purposes and to streamline the State review process. These are key components of the program that add value to a project and benefit the Client by reducing project delays and associated costs.
- Stantec will obtain and review available resources to assist in the determination and delineation such as US Geologic Survey topographic map, local elevation/contour data where available, Natural Resources Conservation Service soil survey and list of hydric soils, Wisconsin Wetland Inventory mapping, and aerial photography.

Design with community in mind

March 27, 2023
Mr. Chad Pelishek
Page 2 of 6

Reference: Proposal for Environmental Services – Assured Wetland Delineation Parcel 59281471006 - City of Sheboygan, Sheboygan County, Wisconsin

- This proposal assumes that a routine level delineation will be sufficient at this site, as is the case with most wetland delineations. Problem Areas, Atypical Situations, and Comprehensive Methods (as defined in the 1987 manual) often require additional and more detailed information gathering, field sampling and/or reporting. Stantec will contact the Client immediately if the use of these methods is required, which may involve extra services and a higher fee.
- Stantec will locate the wetland boundary with a GPS capable of sub-meter accuracy. This level of GPS survey is valuable for planning purposes but does not constitute a certified survey. If a certified survey of the wetland boundary is desired, it will be the responsibility of the Client and will be completed at the Client's expense. Stantec will produce a map illustrating the location of the wetland boundary on a recent aerial photograph.
- The wetland delineation methods and results will be documented in a standard wetland delineation report. The report will contain written descriptions of the site and wetlands, surface water features, delineation methods, appropriate figures, completed survey of the wetland boundary, and USACE wetland delineation data sheets. **Following final payment**, Stantec will submit the final report to the Client.
- ALL wetland delineations completed under the assurance program require submittal to WDNR for continued compliance with the program.
- The Client understands that assurance does not change the need for decisions on wetland fill permits, eliminate State regulatory authority to review the wetland delineation, or eliminate coordination with federal agencies (e.g. USACE) that may have jurisdictional authority over the subject wetland/waterway.

IMPORTANT: *The information provided by Stantec regarding wetland boundaries is a scientific-based analysis of the wetland and upland conditions present on a site at the time of the fieldwork. By selecting an assured delineator, wetland delineation review and written concurrence from the WDNR's Wetland Identification Program are not required. However, please be aware that under any circumstance, WDNR reserves the right to review wetland boundaries delineated by assured delineators and may require that adjustments be made to the boundary as a result of this field review. As a result, there may be adjustments to boundaries based upon review by a regulatory agency. An agency determination can vary from time to time depending on various factors including, but not limited to, the agency representative completing the review, the timeliness of the agency review, recent precipitation patterns, and season of the year. In addition, the physical characteristics of the site can change over time, depending on the weather, vegetation patterns, drainage, activities on adjacent parcels, or other events. Any of these factors can change the nature and extent of wetlands on the site.*

The ultimate decision on wetland boundaries rests with the USACE and, in some cases, the WDNR or a local unit of government. Some local government agencies may not participate in the assurance program and may require WDNR concurrence for local approvals. In this case, the WDNR review process will be streamlined for assured delineations.

ASSUMPTIONS

Together with the description of proposed tasks set forth in the Scope of Services, above, the following assumptions define the parameters on which the proposed scope and cost for this project are based:

March 27, 2023
Mr. Chad Pelishek
Page 3 of 6

Reference: Proposal for Environmental Services – Assured Wetland Delineation Parcel 59281471006 - City of Sheboygan, Sheboygan County, Wisconsin

- The Client shall review the included *Study Area Map* and confirm that the correct area to be investigated has been identified. The Client will inform Stantec if anyone needs to be contacted prior to entering the property for completion of field work.
- The Client shall secure property access and any appropriate access permissions prior to commencing field work.
- This Scope of Services does not include meeting with or obtaining jurisdictional concurrence (or other determinations) from the appropriate regulatory agencies. Regulatory coordination and/or requests for additional information beyond that included in our standard wetland report will be completed as authorized by the Client on a time and materials basis as an Extra Service (see below).
- Stantec recommends the Client obtain an opinion and authority from regulating government agencies before proceeding with any development or utilization of the property. If the Client proceeds to change, modify or utilize the property in question without obtaining authorization from the regulating governmental agency, it will be done at the Client's own risk and Stantec will not be responsible or liable for any resulting damages.
- As we are all aware, we are working in unprecedented times as a result of the COVID-19 pandemic. The situation is a very fluid one. Our proposal is based on what we understand as of today but may change as conditions change. We would be pleased to have a further discussion with you about our respective plans to manage and mitigate the impact of this evolving situation on your proposed project.

COST ESTIMATE

Stantec will complete the tasks outlined in the Scope of Services for **a lump sum fee of \$4,147.00**, which includes reimbursable expenses (mileage, copying charges, etc). Stantec will complete other tasks, extra services, and/or attend meetings in addition to the outlined scope of services and assumptions, as authorized by the Client, on a time and materials basis at the hourly billing and expense rates in the attached rate sheet. If there are changes to the scope of services that would cause the estimated fees to be exceeded, Stantec will contact the Client for approval to proceed. Stantec will furnish Extra Services upon request and under separate terms as described below.

PROJECT SCHEDULE

Stantec will initiate this project following acceptance and receipt of a signed agreement, within the growing season (estimated to be between May 1st and November 1st annually). Fieldwork schedules are dependent upon site access and weather conditions. A Stantec representative will contact you to coordinate and schedule a time to proceed with the fieldwork, if desired. We will continue to work closely with you and project team members to prepare the deliverables in a timely manner and will work to meet your project's schedule.

EXTRA SERVICES

Extra Services are those services that are not part of the base Scope of Services provided above but could potentially be needed for a project of this type. Extra Services may include, but are not limited to the following:

- Fieldwork beyond that identified in the Scope of Services

March 27, 2023
Mr. Chad Pelishek
Page 4 of 6

Reference: Proposal for Environmental Services – Assured Wetland Delineation Parcel 59281471006 - City of Sheboygan, Sheboygan County, Wisconsin

- Submitting final wetland delineation report or wetland related permit requests to appropriate regulatory agencies
- Collecting and/or providing additional information requested by regulatory agencies
- Project team and regulatory agency meetings/coordination beyond that identified in the Scope of Services
- Permit applications beyond those identified in the Scope of Services
- Expert witness testimony

PAYMENT TERMS & CONDITIONS

Payment for services and expenses will be due immediately upon receipt of invoices. Final reports will be withheld until all payments are made in full. Invoices for the services performed will be submitted either upon completion of such services or on a monthly basis. Refer to the attached Agreement for additional terms and conditions.

Please remit payments for invoices to:

**Stantec Consulting Services Inc. (SCSI)
13980 Collections Center Drive
Chicago, IL 60693**

The above-stated fee and specified hourly rates proposed for this scope of services are valid for 30 days from the date of this proposal and are subject to annual adjustments. Upon review and acceptance of the proposal and attached Terms and Conditions, ***please send executed Agreement to:***

**Attn: Sarah Majerus
Stantec Consulting Services Inc.
12080 Corporate Parkway, Suite 200
Mequon, WI 53092**

March 27, 2023
Mr. Chad Pelishek
Page 5 of 6

Reference: Proposal for Environmental Services – Assured Wetland Delineation Parcel 59281471006 - City of Sheboygan, Sheboygan County, Wisconsin

If you have any questions, or require any additional information, please contact me (contact information provided below). We look forward to working with you on this project.

Regards,

Stantec Consulting Services Inc.



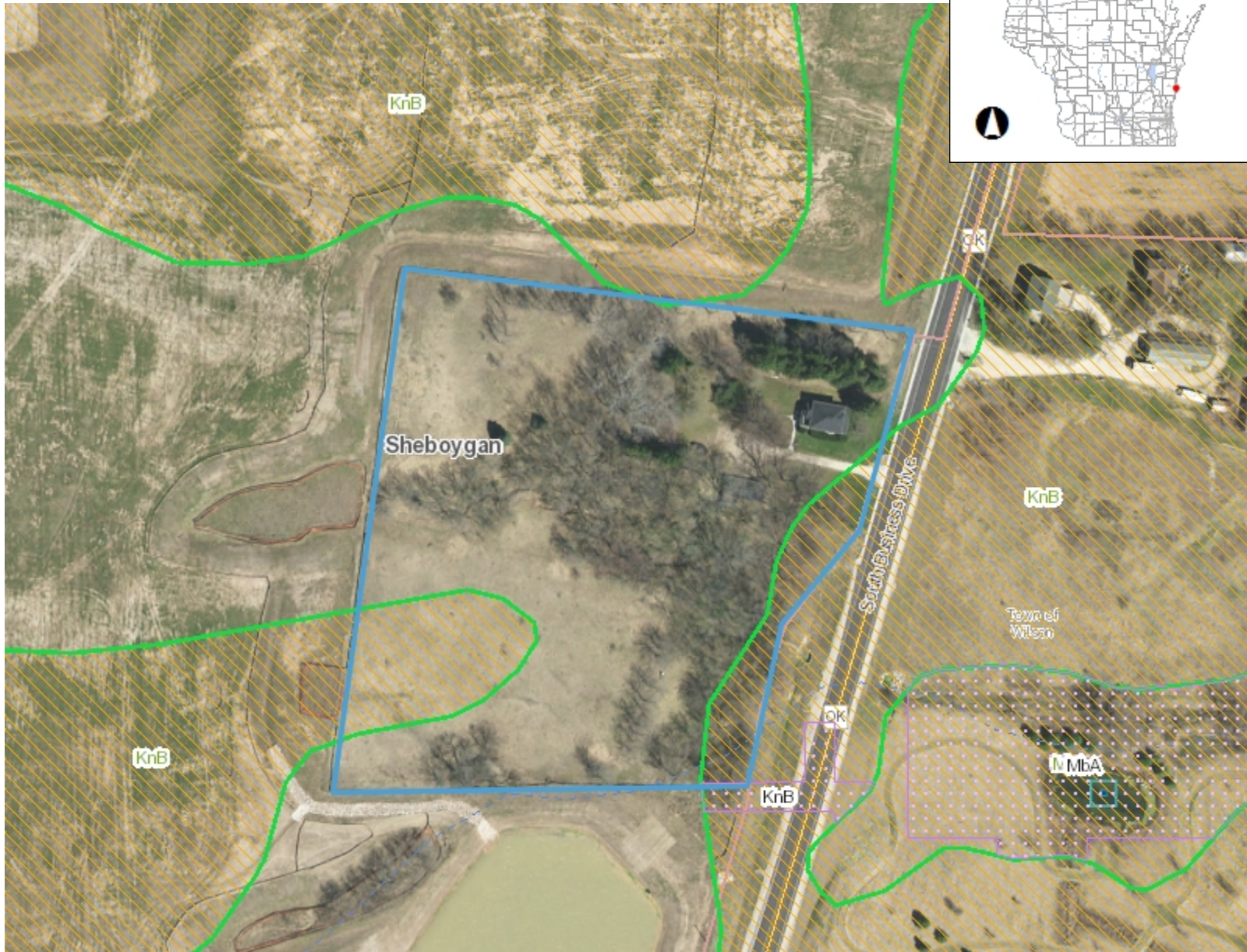
Sarah Majerus
Senior Scientist
Phone: 920-627-3183
Sarah.Majerus@stantec.com

Attachment: Study Area Map, Agreement, Terms & Conditions, Rate Sheet



Study Area Map

Item 24.



- Legend**
- Wetland Indicators
 - Wetland Class Areas
 - Wetland Class Points**
 - Dammed pond
 - Excavated pond
 - Filled/draind wetland
 - Wetland too small to delineate
 - Filled excavated pond
 - Filled Points
 - Wetland Class Areas
 - Filled Areas
 - Wetland Identifications and Confirmations
 - NRCS Wetspots
 - NRCS Soil Hydric Ratings**
 - Hydric
 - Predominantly Hydric
 - Partially Hydric
 - Predominantly Non-Hydric
 - County Boundary
 - Cities, Towns & Villages**
 - City
 - Village
 - Civil Town
 - Railroads



NAD_1983_HARN_Wisconsin_TM

1: 1,980

DISCLAIMER: The information shown on these maps has been obtained from various sources, and are of varying age, reliability and resolution. These maps are not intended to be used for navigation, nor are these maps an authoritative source of information about legal land ownership or public access. No warranty, expressed or implied, is made regarding accuracy, applicability for a particular use, completeness, or legality of the information depicted on this map. For more information, see the DNR Legal Notices web page: <http://dnr.wi.gov/legal/>

Notes

March 27, 2023
Mr. Chad Pelishek
Page 6 of 6

Reference: Proposal for Environmental Services – Assured Wetland Delineation Parcel 59281471006 - City of Sheboygan, Sheboygan County, Wisconsin

AGREEMENT

By signing this proposal, _____ authorizes Stantec to proceed with the services herein described and the Client acknowledges that it has read and agrees to be bound by the attached Professional Services Terms and Conditions.

Client Company Name

This proposal is accepted and agreed on the _____ of _____, _____.

Day

Month

Year

Per: _____

Client Company Name

Print Name & Title

Signature



The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

COMPENSATION: Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required. The Client will make payment by Electronic Funds Transfer when requested by Consultant.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this Agreement, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater. Consultant is entitled to rely upon information provided by the Client, its consultants, and third-party sources provided such third party is, in Consultant's opinion, a reasonable source for such information, relating to subterranean structures or utilities. The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses and/or expenses, direct and indirect, or consequential damages relating to subterranean structures or utilities which are not correctly identified in such information.

PROFESSIONAL RESPONSIBILITY: In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

INDEMNITY: The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the sole negligence of Consultant.

LIMITATION OF LIABILITY: It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

In no event shall Consultant's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.



FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

GOVERNING LAW/COMPLIANCE WITH LAWS: The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ASSIGNMENT: The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the fee and schedule in the proposal is based on what is currently understood. Where conditions change, the parties may have further discussions to manage and mitigate the impact of this evolving situation on the Project.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

BUSINESS PRACTICES: Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts, or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

FLORIDA CONTRACTS: PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.

ATTACHMENT – STANDARD RATE TABLE

BC1937_2023 -1

HOURLY RATES

Stantec Billing Level	2023 Hourly Rate*
3	\$104
4	\$117
5	\$127
6	\$131
7	\$139
8	\$145
9	\$155
10	\$161
11	\$172
12	\$178
13	\$187
14	\$195
15	\$220
16	\$250
17	\$259
18	\$265
19	\$273
20	\$285
21	\$296

*Rates subject to annual increase.

OTHER EXPENSES / MATERIALS

Stantec's standard mark-up on expenses is 10%. Unless prescribed differently within the proposal or other contract paperwork, this mark-up is used in all areas as indicated below:

- **Sub-Consultants**
- **Subcontracted Commodity Services**
e.g., analytical laboratory services, drilling contractors, etc.
- **Meals**
May be billed at cost or daily per diem.
- **Lodging**
- **Mileage**
Stantec uses the U.S. Internal Revenue Service standard mileage rate.
- **External Equipment and Supplies.**
e.g., delivery charges, outside copying/reproduction, leased/rented field equipment, etc.

Company-owned equipment will be billed on unit rate basis (e.g., daily; weekly); the expense markup does not apply to these rates. A separate Stantec Equipment Rate Schedule* is available upon request. If applicable, per diem rates will be those set by the U.S. General Services Administration (<https://www.gsa.gov>), unless prescribed differently in the proposal or contract terms and conditions.

III

Res. No. 167- 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.
April 5, 2023.

A RESOLUTION authorizing an adjustment to the 2023 budget to fund a prisoner transport system for the police department's new Ford Transit van.

WHEREAS, the police department purchased a 2023 Ford Transit van to replace the patrol wagon that is over twenty years old; and

WHEREAS, the van takes specific equipment in order to function as a patrol wagon; and

WHEREAS, city staff anticipates the sale of the retired unit will cover the cost of the prisoner transport system; and

WHEREAS, there is sufficient fund balance in the Capital Projects Fund to pay for the transport system in the event that the sale proceeds do not cover the entire purchase.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is hereby authorized to transfer funds in the amount of \$19,296.20 from the Capital Projects Fund fund balance to fund the purchase of the prisoner transport system via the following budget amendment:

INCREASE:

Capital Projects Fund - Capital Projects	
Public Safety - Vehicles (Acct. No. 400200-651100)	\$19,296.20
Capital Projects Fund - Capital Projects -	
Fund Equity Applied (Acct. No. 400-493000)	\$19,296.20

FXP(2/3)

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



General Fire Equipment Co., Inc

975 North Hawley Rd
Milwaukee, WI 53213

Phone: 414/475-0959

Order Number B20950-A

Order Date 03/21/23

Item 25.

Bid Expiration Date 06/20/23

Required Date 03/21/23

Bill To:

City of Sheboygan (Police Dept.)
Purchasing Dept
828 Center Avenue
Sheboygan, WI 53081-4497

Ship To:

City of Sheboygan (Police Dept.)
Municipal Service Bldg
2026 New Jersey Ave
Sheboygan, WI 53081-4497

THIS IS A BID/ESTIMATE

Customer	Ship Via	F.O.B.	Terms	Purchase Order Number	Salesperson	Reference No.
SHEB02	Best Way	Origin	Net 25 Days		BW03	
Qty. Ordered	Qty. Shipped	Item Number	Unit of Measure	Unit Price		Extended Price
	Back Ordered	Item Description (Customer Part No.)		Discount %	Tax	
1	0	SQD		0.00		0.00
		Squad 2023 Ford Transit 148" WB, Medium Height		N		
1	0	HAVPT-F06-1202B		24936.00		18702.00
		Havis 120" 2 Comp. 15 Prisoner Transport System w/ Steps		25.000	N	
				Shipping Subtotal		594.20
				Non Taxable Subtotal		18702.00
				Taxable Subtotal		0.00
				Tax		0.00
				Total Order		19296.00

III

Res. No. 166 - 22 - 23. By Alderpersons Dekker and Rust. April 5, 2023.

A RESOLUTION authorizing executing a one-year lease for the agricultural property in the City of Sheboygan formerly owned by David L. Gartman, LLC.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached lease with David L. Gartman, LLC for the 2023 agricultural use of approximately 193 acres of the former David L. Gartman, LLC property in the City of Sheboygan.

PW

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

LEASE AGREEMENT

THIS AGREEMENT, made this _____ day of April, 2023, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, hereinafter referred to as "**LESSOR**," and David L. Gartman, LLC, 5509 Moenning Road, Sheboygan, WI 53081, hereinafter referred to as "**LESSEE**."

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE LESSOR AND THE LESSEE:

1. That the **LESSOR** does hereby lease and let unto the **LESSEE** approximately 193 acres of tillable land located within certain agricultural property described as follows:

Parcel No. 59281-471044
 Parcel No. 59281-471043
 Parcel Nos. 59281-471045 and 59030-454913
 Parcel No. 59281-471047
 Parcel No. 59281-471046
 Parcel No. 59281-471049
 Parcel Nos. 59281-471041 and 59030-454871
 Parcel Nos. 59281-471042 and 59030-454882

All parcels are located in Section 10, Township 14 North, Range 23 East, City of Sheboygan and Town of Wilson, Sheboygan County, Wisconsin. The 193 acres of tillable land does not include the non-farmable areas that include yards and buildings which are the subject of a separate Residential Rental Agreement.

2. That the term of this lease shall be for the period from April 1, 2023 through March 31, 2024.

3. That the rental rate for the parcels being leased by **LESSEE** of land for the period from April 1, 2023 through March 31, 2024 shall be at the rate of one-hundred fifteen (\$115.00) dollars per acre, for a total of Twenty-two Thousand One Hundred Ninety-five and 00/100 Dollars (\$22,195.00), which shall be due and payable at the City of Sheboygan Finance Department located at 828 Center Avenue, Sheboygan, Wisconsin, on the 31st day of March, 2024.

4. That the **LESSEE** shall use the land only for agricultural purposes and that no other type of use is permitted thereon.

5. That the **LESSEE** agrees that the **LESSOR** may, at reasonable and proper times, and upon reasonable notice, enter upon the leased property whenever it is deemed to be in the public interest.

6. That the **LESSEE** shall save, protect and conserve the land to the best of his ability and commit no waste thereon.

7. The **LESSEE** hereby agrees that he will not assign, sublease, or otherwise grant or permit any other person to use the land for any purpose whatsoever.

8. The **LESSEE** agrees to make no improvements of any kind whatsoever in or on the land.

9. The **LESSEE** hereby agrees that he will not encumber the land or crops growing thereon.

10. **LESSEE** shall not erect, install, operate or allow same, in or upon the land, any signs or other similar advertising devices without first having obtained the **LESSOR'S** written consent therefor.

11. **LESSOR** may construct, install and operate one (1) sign on said premises identifying said property.

12. The parties acknowledge that the property is being actively marketed for sale by **LESSOR**. **LESSOR** may remove from the total acreage leased any part thereof upon at least seven (7) months written notice to **LESSEE**, and **LESSOR** shall not pay any damages for such taking of property from the **LESSEE**.

13. **LESSOR** shall be responsible for any and all taxes upon said land.

14. **LESSEE** shall save **LESSOR** harmless from any loss, cost or damage that may arise out of or in connection with this lease or the use of said premises by **LESSEE**, his agents, employees or any other person using said premises.

15. In the event the **LESSEE** shall become bankrupt or insolvent, or should a trustee or receiver be appointed to administer the **LESSEE'S** business, neither this lease nor any interest herein shall become an asset of such trustee or receiver, and, in the event of the appointment of any such trustee or receiver, this lease shall immediately terminate and end.

16. Waiver by the **LESSOR** of any default in performance by the **LESSEE** of any of the terms, covenants, or conditions contained herein, shall not be deemed a continuing waiver of the same or any subsequent default herein.

17. **LESSEE** shall have no right or interest in the renewal of this lease agreement.

Dated this ____ day of April, 2023.

DAVID L. GARTMAN, LLC (LESSEE)

BY: _____
David L. Gartman, Member

Dated this ____ day of April, 2023.

CITY OF SHEBOYGAN (LESSOR)

BY: _____
Ryan Sorenson
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

This document is authorized by and in accordance with Res. No. ____-22-23.

III

Res. No. 169 - 22 - 23. By Alderpersons Felde and Ackley. April 5, 2023.

A RESOLUTION authorizing the Chief of Police to take necessary actions to receive, if awarded, the 2023 Law Enforcement-Based Victim Services Program Grant.

WHEREAS, the City of Sheboygan Police Department is applying for a Law Enforcement-Based Victim Services Program Grant in the amount of up to \$180,000 to establish a victim-based law enforcement-based program to better support victims of crime, from the United States Department of Justice, Office for Victims of Crimes, administered through the International Association of Chiefs of Police; and

WHEREAS, the Law Enforcement-Based Victim Services Program Grant program provides funds to support an additional civilian non-sworn employee for victim services work, which would cover the cost of salary and benefits, over a 24-month project period; and

WHEREAS, in order to obtain the grant in the amount of up to \$180,000, the Chief of Police was required to submit an application through the International Association of Chiefs of Police; and

WHEREAS, the funding received would be \$90,000 from the United States Department of Justice, with no local match required, up to \$180,000 over the course of two years.

NOW, THEREFORE, BE IT RESOLVED: That the Chief of Police is authorized to sign all documents necessary to obtain and administer the grant.

LHPS

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

IV

R. C. No. 199 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 5, 2023.

Your Committee to whom was referred R. O. No. 126-22-23 by Finance Director/Treasurer submitting a communication from the Harbor Centre Business Improvement District requesting that the City of Sheboygan release all funds collected on their behalf and those funds allocated to them for fiscal year 2023; recommends filing the report.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

R. O. No. 126- 22 - 23. By FINANCE DIRECTOR/TREASURER. March 20, 2023.

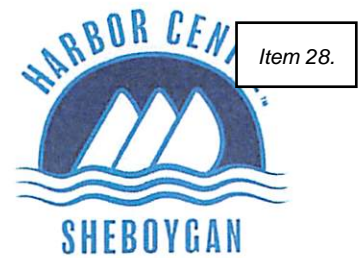
Submitting a communication from the Harbor Centre Business Improvement District requesting that the City of Sheboygan release all funds collected on their behalf and those funds allocated to them for fiscal year 2023.

FINANCE DIRECTOR/TREASURER

FHP

HARBOR CENTRE

BUSINESS IMPROVEMENT DISTRICT



January 30, 2023

City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

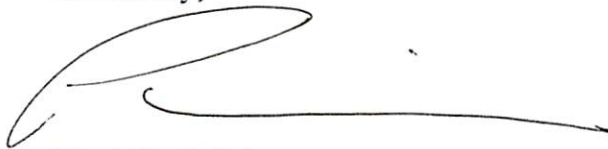
RE: 2022 BID Allocated Funds

Dear Common Council Members,

The Harbor Centre business Improvement District requests that the City of Sheboygan release all funds collected on our behalf and those funds allocated to us for the fiscal 2023.

Thank you for your help in this matter.

Sincerely,



Paul Rudnick
Board President

Compu-Tek Accounting, Inc.

Accounting and Tax Consultants

1156 Union Ave.
Sheboygan, Wisconsin 53081
(920) 457-9494

HARBOR CENTRE BUSINESS IMPROVEMENT DISTRICT FINANCIAL REVIEW FOR 2022

The 2022 financial records of the Harbor Centre Business Improvement District were reviewed by Andrew Diehl, a Certified Public Accountant. The records reviewed by Mr. Diehl included, the income statement, balance sheet, and bank statements for 2022. The financial documents were reviewed by Mr. Diehl for the following purposes:

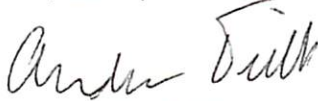
1. Confirm that check records by the Harbor Centre were consistent with what was reflected on the bank statements.
2. Confirm the income received and the expenses incurred on the income statement and balance sheet were consistent with what was on the bank statement.
3. Confirmed all check signatures were signed by an officer

After the review of the financial statements confirmed by Mr. Diehl that:

1. The checks recorded by HC were consistent with what was on the bank statements.
2. The income received and expenses incurred as shown on the year end income statement and balance sheets is what appeared on each months bank statements
3. All checks that appeared on the bank statements were signed by an officer.

No other irregularities were noted that deserved comment, and all income and expenses were consistent with the purpose of the Harbor Centre Business Improvement District (HC) and were deemed reasonable by Mr. Diehl with no follow up needed.

Respectfully Submitted



Andrew Diehl, CPA

Compu-Tek Accounting Inc.

ORG	OBJECT	PROJECT	DESCRIPTION	YEAR	PER	JOURNAL	EFF DATE	SRC	PO/REF2	REFERENCE	AMOUNT	P	CHECK NO	VDR NAME/ITEM DESC
860	111000		MASTER CHECKING	2022	5	163	05/17/2022	CRP	168022		257.50	Y		0 SHEBOYGAN COUNTY
860	111000		MASTER CHECKING	2022	5	164	05/23/2022	CRP			8,191.51	Y		0
860	111000		MASTER CHECKING	2022	5	252	05/27/2022	CRP	168737		949.84	Y		0 MALTSLOOP CORP
860	111000		MASTER CHECKING	2022	6	149	06/09/2022	CRP	169947		615.00	Y		0 WEATHER CENTER CAFE
860	111000		MASTER CHECKING	2022	6	189	06/23/2022	CRP	170238		322.83	Y		0 LJM ARCHITECTS
860	111000		MASTER CHECKING	2022	7	77	07/11/2022	CRP			340.06	Y		0
860	111000		MASTER CHECKING	2022	11	115	11/16/2022	CRP			2,884.83	Y		0
860	111000		MASTER CHECKING	2022	11	200	11/18/2022	CRP	177669		(816.48)	Y		0 DARROW & DIETRICH
860	111000		MASTER CHECKING	2022	11	130	11/18/2022	CRP			1,458.09	Y		0
860	111000		MASTER CHECKING	2022	12	310	12/14/2022	CRP			4,686.04	Y		0
860	111000		MASTER CHECKING	2022	12	461	12/28/2022	CRP	179602		3,411.33	Y		0 HARBOR PRIDE
860	111000		MASTER CHECKING	2023	2	75	02/10/2023	CRP	183701		398.93	Y		0 AMRAD LLC
860	111000		MASTER CHECKING	2023	1	165	01/11/2023	CRP	180937		997.46	Y		0 MALT SCOOP LLC

FEB TAX SPEC 156,447.73

2022 BID ASSESSMENT 180,144.67 860-262000

RO XXX-22-23

VIII

R. C. No. 200 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 5, 2023.

Your Committee to whom was referred Direct Referral Res. No. 164-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the Director of Human Resources and Labor Relations to enter into a service contract with GovHR to assist in facilitating and co-conducting the City Administrator recruitment process for the City of Sheboygan; recommends adopting the Resolution.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 164 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.
March 27, 2023.

A RESOLUTION authorizing the Director of Human Resources and Labor Relations to enter into a service contract with GovHR to assist in facilitating and co-conducting the City Administrator recruitment process for the City of Sheboygan.

WHEREAS, the City Administrator is responsible for managing the day-to-day operations of the City and supervises all Department Heads and employees in the City; and

WHEREAS, the City Administrator is a highly professional, very visible, high responsibility, and highly compensated position; and

WHEREAS, it is the desire of the Council that the search for a new Administrator be a nationwide search with a mid-western focus; and

WHEREAS, it is the desire of the Council to ensure that the process is run with intense focus on skills, qualifications, and significant vetting of candidates; and

WHEREAS, hiring a third party to facilitate and co-conduct a large search process is an effective way to ensure the proper time and focus is given to this search; and

WHEREAS, the City and the Director of Human Resources and Labor Relations have had interactions with several search firms, including Baker Tilly, Public Administration Associates, and GovHR; and

WHEREAS, after discussions with references of the firms, the Director of Human Resources and Labor Relations decided that GovHR would be the preferred firm to work with in conducting this search; and

WHEREAS, GovHR has provided a proposal outlining the scope of the services they would provide with a total cost \$23,500, which is attached to this resolution.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby authorizes the Director of Human Resources and Labor Relations to retain GovHR to perform internal services in the assisting of filling the vacant City Administrator position at a cost not to exceed \$23,500.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

City of Sheboygan, Wisconsin Request for Proposal City Administrator Recruitment & Selection

March 22, 2023



630 Dundee Road
Suite 225
Northbrook, IL 60062

Primary Contact Person:

Laurie Pederson
Director of Administrative Services
847-380-3198
LPederson@GovHRusa.com

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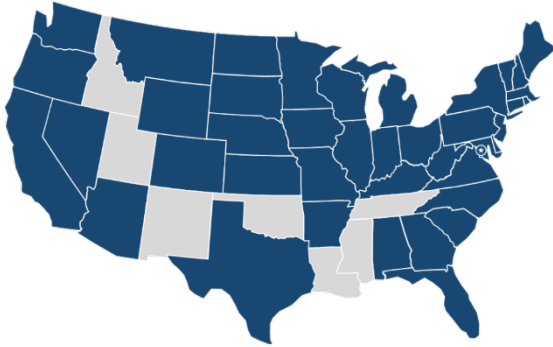
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Attachments

Consultant Biography
 Client List

Firm Profile

GovHR is a public management consulting firm serving local government clients and other public-sector entities across the country. The firm was originally formed as Voorhees Associates in 2009 and changed its name to GovHR USA in 2013. Our headquarters are in Northbrook, Illinois. We are a certified Female Business Enterprise in the State of Illinois and work exclusively in the public and non-profit sectors. GovHR offers customized executive recruitment services, management studies and consulting projects for local government and organizations who work with local government.



GovHR has 21 full-time and 8 permanent part-time employees including 6 full-time recruiters and 26 additional project consultants. Our employees and project consultants are located across the country, giving us a national presence. Additionally, GovTempsUSA, GovHR's subsidiary, provides interim staffing solutions to keep operations moving during the recruitment process.

Our consultants are experienced executive recruiters who have conducted over 1,000 recruitments, working with cities, counties, special districts, and other governmental entities of all sizes throughout the country. In addition, we have held leadership positions within local government, giving us an understanding of the complexities and challenges facing today's public sector leaders.

Our Leadership



Heidi Voorhees

President

847-380-3240

HVoorhees@GovHRusa.com

Ms. Voorhees has conducted more than 400 recruitments in her management consulting career, with many of her clients being repeat clients, attesting to the high quality of work performed for them. In addition to her 17 years of executive recruitment and management consulting experience, Ms. Voorhees has 19 years of local government leadership and management service, including ten years as Village Manager for the Village of Wilmette, Illinois.



Joellen Cademartori

Chief Executive Officer

847-380-3238

JCademartori@GovHRusa.com

Ms. Cademartori is a seasoned manager, with expertise in public sector human resources management. She has held positions from Human Resources Director and Administrative Services Director to Assistant Town Manager and Assistant County Manager. Ms. Cademartori has worked in forms of government ranging from Open Town Meeting to Council-Manager and has supervised all municipal and county departments ranging from Public Safety and Public Works to Mental Health and Social Services.

Why Choose GovHR?

Unparalleled Expertise and Level of Service: We are a leader in the field of local government recruitment and selection with experience in **42 states**, in communities ranging in population from 1,000 to 3,000,000. Since our establishment in 2009, more than 40% of our clients are repeat clients showing a high level of satisfaction with our work. We encourage you to call any of our previous clients. Surveys of our clients show that 94% rate their overall experience with our firm as **Outstanding** and indicate that they plan to use our services or highly recommend us in the future.

Delivering the Best: We conduct comprehensive **due diligence** on candidates. Our state-of-the-art process, includes extensive use of **social media** for candidate outreach and video interviews with potential finalist candidates, ensure a successful recruitment for your organization. Our high quality, thorough Recruitment Brochure reflects the knowledge we will have about your community and your organization and will provide important information to potential candidates. Additionally, before we recommend a candidate to you, we will have interviewed them via video, conducted reference calls, and news media and social media searches. Our knowledge of local government ensures that we can ask probing questions that will verify their expertise.

A Partner from Start to Finish: We are your partners in this important process. You are welcome to review all the resumes we receive, and we will share our honest assessment of the candidates. Our goal is your **complete satisfaction**. We can strategize with you on a variety of approaches for meeting your recruiting needs, including evaluation of internal candidates, identification of non-traditional candidates who meet your recruitment requirements, succession planning and mentoring options. We are committed to working with you until you find the candidate that is the best fit for your position.

Services for Any Budget and Any Search: We strive to meet the specific needs of our clients. We offer several options for recruitment services to meet your needs and your budget. Our services range from Full Executive Recruitments to Virtual Recruitments and even simply Professional Outreach for those who want to reach a broader network. In the following proposal, we have provided the scope we believe that best fits your needs. However, you may find all our services [here on our website](#).

Our Team

GovHR employs a team of professionals with backgrounds in local government and the not-for-profit sector. With your staff needs in mind and due to the significance of this recruitment, we have assigned our highly knowledgeable and experienced Senior Vice President Lee Szyborski. He will act as your project manager and primary point of contact for this project. He will be responsible for your recruitment and selection process. His full biography can be found as part of the Appendix and his client list is available on our website.

Project Manager & Main Point of Contact



Lee Szyborski

Senior Vice President

414-750-7799

LSzyborski@GovHRusa.com

Proposal Inquiries



Laurie Pederson

Client Services & Administrative Director

847-380-3198

LPederson@GovHRusa.com

References

We are a proven leader in public sector consulting. **More than one-third of the organizations served by GovHR are repeat clients.** Our team provides a growing pool of highly qualified candidates who are well-suited to handle the challenges and expectations of professional positions in local government and the not-for-profit sector.

The following references can speak to the quality of service provided by GovHR.

Beaver Dam, WI

(City Administrator, 2022)

Rebecca Glewen, Mayor
205 S. Lincoln Ave
Beaver Dam, WI 53916
920-887-4600 ext. 398
rglewen@ci.beaverdam.wi.gov
Zach Zopp, Council President
zzopp@ci.beaverdam.wi.gov

Oak Creek, WI

(Human Resources Manager, 2022)

(Neighborhood Preservation Officer - Professional Outreach, 2021)

(Assistant City Administrator/Comptroller, 2020)

(Assistant Comptroller - Professional Outreach, 2019)

(Design Engineer - Professional Outreach, 2019)

(Zoning Administrator - Professional Outreach, 2019)

(HR Manager, 2018)

(City Administrator, 2016)

Andrew Vickers, City Administrator
8040 S. 6th Street
Oak Creek, WI 53154
avickers@oakcreekwi.org

Whitewater, WI

(City Manager, 2022)

Lisa Dawsey Smith, Council President
312 W. Whitewater St.
Whitewater, WI 53190
262-473-0500
LDawseySmith@whitewater-wi.gov

Project Approach and Methodology

A typical recruitment and selection process takes approximately 175 hours to conduct. At least 50 hours of this time is administrative, including advertisement placement, reference interviews, and due diligence on candidates. We believe our experience and ability to professionally administer your recruitment will provide you with a diverse pool of highly qualified candidates for your position search. GovHR clients are informed of the progress of their recruitment throughout the entire process. We are always available by mobile phone or email should you have a question or need information about the recruitment.

Phase I: Position Assessment, Position Announcement & Brochure

GovHR treats each executive recruitment as a transparent partnership with our client. We believe in engaging with stakeholders early in each recruitment process to fully understand the challenges and opportunities inherent in the position. Understanding the organizational culture is critical to a successful recruitment. We gain this insight and information through meetings (one on one and small groups), surveys and a review of relevant information. This information is reflected in a polished marketing piece that showcases the organization and the area it serves.

Information Gathering:

- One-on-one or group interviews with stakeholders identified by the client.
- GovHR can establish a dedicated email address for feedback from stakeholders or the community.
- Community forums (In-person or via video) can be used to gather input and feedback.
- Surveys can be used for department personnel and/or the community to gather feedback.
- Conversations/interviews with department heads.

A combination of the above items can be used to fully understand community and organizational needs and expectations for the position (this proposal includes 12 hours of meetings – additional meetings can be added for a fee of \$125/hours plus actual expenses if incurred. Dedicated email address and one organizational survey are included. Community Survey can be conducted for \$2,500. Community Forums can be conducted as an optional service.

Development of a **Position Announcement** to be placed on websites and social media.

Development of a thorough **Recruitment Brochure** for client review and approval.

Agreement on a detailed **Recruitment Timetable** – a typical recruitment takes between 90 to 120 days from the time you sign the contract to appointment of the finalist candidate.

Phase II: Advertising, Candidate Recruitment & Outreach

We make extensive use of social media as well as traditional outreach methods to ensure a diverse and highly qualified pool of candidates. In addition, our website is well known in the local government industry – we typically have 14,000+ visits monthly to our website and career center. Additionally, our weekly jobs listings are sent to over 7,000 subscribers.

Phase II will include the following:

- GovHR consultants will personally identify and contact potential candidates.
- Develop a database of potential candidates from across the country unique to the position and to the Client, focusing on:

- Leadership and management skills
- Size of organization
- Experience in addressing challenges and opportunities also outlined in Phase I
- The database will range from several hundred to thousands of names and an email blast will be sent to each potential candidate.
- Placement of the Position Announcement in appropriate professional online publications:
 - Public sector publications & websites (approximately 20 online sources)
 - Social media: LinkedIn (over 20,000 connections), Facebook, Instagram and Twitter
 - GovHR will provide you with a list of advertising options for approval

Phase III: Candidate Evaluation & Screening

Phase III will include the following steps:

- Review and evaluation of candidates' credentials considering the criteria outlined in the Recruitment Brochure
- Candidates will be narrowed down to those candidates that meet the qualification criteria
- Candidate evaluation process:
 - Completion of a questionnaire explaining prior work experience
 - Live Video Interview (45 minutes to 1 hour) conducted by consultant with each finalist candidate
 - References provided by the candidate are contacted
 - Internet/Social Media search conducted on each finalist candidate

All résumés will be acknowledged and inquiries from candidates will be personally handled by GovHR, ensuring that the Client's process is professional and well regarded by all who participate.

Phase IV: Presentation of Recommended Candidates

Phase IV will include the following steps:

- GovHR will prepare a Recruitment Report presenting the credentials of those candidates most qualified for the position.
- GovHR will provide an electronic recruitment portfolio which contains the candidates' materials along with a "mini" résumé for each candidate so that each candidate's credentials are presented in a uniform way.
- Client will receive a log of all applicants and may review résumés if requested.
- Report will arrive in advance of the Recruitment Report Presentation.

GovHR will spend approximately 2 hours with the Client reviewing the recruitment report and providing additional information on the candidates.

Phase V: Interviewing Process & Background Screening

Phase V will include the following steps:

GovHR will:

- Develop the first and second round interview questions for your review and comment
- Coordinate candidate travel and accommodations

- Provide you with an electronic file that includes:
 - Candidates’ credentials
 - Set of questions with room for interviewers to make notes
 - Evaluation sheets to assist interviewers in assessing the candidate’s skills and abilities

Background screening will be conducted along with additional references contacted:

GovHR USA Background Screening	
✓ Social Security Trace & Verification	✓ County/Statewide Criminal
✓ U.S. Federal Criminal Search	✓ Civil Search
✓ Enhanced Verified National Criminal	✓ Bankruptcy, Leans and Judgements
- National Sex Offender Registry	✓ Motor Vehicle Record
- Most Wanted Lists FBI, DEA, ATF, Interpol	✓ Education Verification – All Degrees Earned
- OFAC Terrorist Database Search	Optional: Credit Report – Transunion with score (based on position and state laws)
- OIG, GSA, SAM, FDA	Optional:
- All felonies and misdemeanors reported to the National Database	Professional License Verification
	Drug Screen
	Employment Verification

GovHR will work with you to develop an interview schedule for the candidates, coordinating travel and accommodations. GovHR consultants will be present for all the interviews, serving as a resource and facilitator.

GovHR will coordinate a 2-Step Interview process. The first round interviews will include four to five candidates. The second round interviews will include two or three candidates. GovHR will supply interview questions and an evaluation form.

In addition to a structured interview, the schedule can incorporate:

- Tour of Client facilities
- Interviews with senior staff

Phase VI: Appointment of Candidate

- GovHR will assist you as much as you request with the salary and benefit negotiations and drafting of an employment agreement, if appropriate.
- GovHR will notify all applicants of the final appointment, providing professional background information on the successful candidate.

Project Timeline

Week	Week	Week	Week	Week	Week	Week	Week	Week	Week	Week	Week	Week	Week
1	2	3	4	5	6	7	8	9	10	11	12	13	14
Phase I		Phase II				Phase III			Phase IV	Phase V		Phase VI	

Weeks 1 & 2	Phase 1: Interviews & Brochure Development
Weeks 3 thru 6	Phase 2: Advertising, Candidate Recruitment & Outreach
Weeks 7 thru 9	Phase 3: Candidate Evaluation & Background Screening
Week 10	Phase 4: Presentation of Recommended Candidates
Week 11 & 12	Phase 5: Interview Process & Additional Background Screening
Weeks 13 & 14	Phase 6: Appointment of Candidate

Commitment to Diversity, Equity & Inclusion in Recruitments

GovHR has a long-standing commitment to Equity, Diversity and Inclusion in all of our recruitment and selection processes. Since our firm's inception we have supported, with our time and financial resources, organizations that advance women and other underrepresented minorities in local government. These include the National Forum for Black Public Administrators, the Local Government Hispanic Network, The League of Women in Government and CivicPride.

GovHR Team Members have moderated and spoken on DEI initiatives at the International City and County Management Association conference and state conferences in Illinois, Michigan, Wisconsin, and North Carolina. Our employees and consultants have undergone Implicit Bias Training and we are frequent speakers on incorporating DEI values into recruitment and selection processes. We have a list of DEI resources on the front page of our website (<https://www.govhrusa.com/diversity-equity-and-inclusion-resources/>) that can be accessed by anyone who visits our website.

GovHR has formally partnered with the National Forum for Black Public Administrators' consulting arm, i4x, in several recruitment and selection processes throughout the country including Toledo, OH, Fort Collins, CO, Ann Arbor, MI, Oakland, MI and Arlington, TX. Our partnership reflects our mutual commitment to advancing DEI values and increasing the diversity of local government leaders at the highest levels of local government organizations.

Recruiting During the Great Resignation

The GovHR team is aware of the lasting impact that the Great Resignation has had on nearly all local government positions. Data shows annual quit rates have been at record highs the past two years. Additionally, there is a growing trend of public workers accelerating retirement plans, a drastic change from when workers were *postponing* retirement.

Our team of consultants work diligently to ensure the success of each recruitment and will be transparent upfront and throughout the process regarding any obstacles or delays they anticipate. Despite these challenging times, we have still seen a tremendous amount of success in our recruitments largely due to our consultants' outreach methods and our team's marketing strategies.

GOVHR'S RECOMMENDATIONS TO RECRUIT AND RETAIN TOP TALENT

Responsive: Roll out the Welcome Mat! Candidates may struggle with relocating for a new position as well as be concerned about the "fit" with a new team. It is important to include costs for your top candidate(s) to travel to your location for the final interview process. Our team will work with you to create a welcoming, informative experience for both you and the candidate(s).

Encouraging: Employee development is a must-have in today's market. Candidates appreciate their employer investing in them as much as they are investing themselves in the job. Consider "up and coming" candidates who may lack one or two preferred skills and assign a mentor or invest in a course to encourage their professional development. A mentor/training program will also help establish a peer-to-peer connection and make them feel more comfortable about the transition to a new job.

Competitive: Our team will guide you in offering a competitive market rate compensation and competitive benefits package attractive to today's candidates. Competitive employers must include relocation expenses and should consider signing bonuses and temporary housing.

Resourceful: Review your job description – do you need public sector experience? Are the years' experience you list essential, or can that be preferred? Consider a more resourceful approach when reviewing candidates' experience. Carefully consider requirements such as CPA, Professional Engineer and others that will limit your talent pool – consider using the word "ideally" or "preferably."

Understanding: These past few years have, without a doubt, changed the work environment. Competitive employers have recognized this and are offering flexible/hybrid/remote work options. Those positions that offer this type of flexibility consistently receive a better candidate response rate.

Innovative: Think about what is unique and attractive about your community and organization and highlight that in your recruitment efforts. Talk about organizational culture and what your values are with respect to your employees. GovHR will assist you in being as innovative as possible in your outreach.

Transparent: Some states now mandate listing salary ranges in any job advertisements or postings. More and more companies are now showing at least a salary range in their postings to promote pay transparency and equity. Post the salary range you will use for hiring – it is public information if we make it too difficult for candidates to find out the salary, they will move on to the next opportunity.

Full Scope Recruitment – Price Proposal

Summary of Costs: Full Scope	Price
Recruitment Fee: (fee includes \$1,000 repeat client discount)	\$19,500
Recruitment Expenses: (not to exceed) <ul style="list-style-type: none"> ➤ Expenses include candidate due diligence efforts 	\$1,500
Advertising: <i>*Advertising costs over \$2,500 will be placed only with client approval. If less than \$2,500, Client is billed only for actual cost.</i>	\$2,500*
Total:	\$23,500**

**Consultant travel expenses are not included in the price proposal. If the consultant is requested to travel to the client, travel costs will be estimated at time of request. Only actual expenses will be billed to the client for reimbursement to GovHR.

Possible in-person meetings could include:

1. Recruitment brochure interview process
2. Presentation of recommended candidates
3. Interview Process

Any additional consultant visits requested by the Client (beyond the three visits listed above) will be billed at \$125/hour; \$500 for a half day and \$950 for a full day. The additional visits may also result in an increase in the travel expenses and those expenses will be billed to the client.

This fee does not include travel and accommodations for candidates interviewed.

Payment for Fees & Services

Professional fees and expenses will be invoiced as follows:

- 1st Invoice upon acceptance of proposal:** 40% of the Recruitment Fee
- 2nd Invoice upon recommendation of candidates:** 40% of the Recruitment Fee & expenses incurred to date
- Final Invoice upon completion:** 20% of the Recruitment Fee plus all remaining expenses

Payment of invoices is due within thirty (30) days of receipt (unless the client advises that its normal payment procedures require 60 days.)

The GovHR Guarantee – Full Scope Recruitment

GovHR is committed to assisting our clients until a candidate is appointed to the position. Therefore, no additional professional fee will be incurred if the client does not make a selection from the initial group of recommended candidates and requests additional candidates be developed for interview consideration. If additional advertising beyond the Phase I advertising is requested, client will be billed for actual advertising charges. Reimbursable expenses may be incurred should the recruitment process require consultant travel to the Client.

Upon appointment of a candidate, GovHR provides the following guarantee: should the selected and appointed candidate, at the request of the Client or the employee's own determination, leave the employ of the Client within the first 12 months of appointment, we will, if desired, conduct one additional recruitment for the cost of expenses and announcements only. This request must be made within 6 months of the employee's departure.

Contract Signature Page

We believe we have provided you with a comprehensive proposal; however, if you would like a service that you do not see in our proposal, please let us know. We can most likely accommodate your request.

This proposal will remain in effect for a period of six months from the date of the proposal. We look forward to working with you on this recruitment and selection process!

City of Sheboygan, Wisconsin agrees to retain GovHR USA, LLC ("GovHR") to conduct a City Administrator Recruitment in accordance with its proposal dated March 22, 2023. The terms of the proposal are incorporated herein and shall become a part of this contract.

ACCEPTED:

City of Sheboygan, Wisconsin

By: _____

Title: _____

Date: _____

Billing Contact: _____

Billing Contact Email: _____

GovHR USA, LLC

By: _____

Title: _____

Date: _____

Optional Services

GovTemps USA

Need an Interim? GovTempsUSA, a subsidiary of GovHR USA, specializes in the temporary placement of positions in local government. The firm offers short-term assignments, in addition to long-term and outsourced arrangements. Our placement professionals at GovTempsUSA have typically enjoyed distinguished careers in local government and displayed a commitment to public service throughout their career.

Recorded One-Way Video Interview of Candidates

Candidates we recommend for your consideration can complete a one-way video interview with 3 to 5 questions that will be recorded and which you can review electronically at your convenience. This can occur prior to making your decision on which candidates to invite for an interview. Cost \$100 per candidate.

Leadership/Personality Testing

GovHR has experience working with a wide variety of leadership and personality assessment tools, depending on the qualities and experiences the client is seeking in their candidates. These include but are not limited to Luminaspark, Caliper, DISC and others. Depending on the evaluation type selected fees can range between \$100 to \$500 per candidate.

360° Evaluation

As a service to the Client, we offer the option to provide you with a proposal for a 360° performance evaluation for the appointed position at six months into his or her employment. This evaluation will include seeking feedback from both elected officials and department directors, along with any other stakeholder the Client feels would be relevant and beneficial. This input will be obtained on a confidential basis with comments known only to the consultant. If you are interested in this option, GovHR will prepare a proposal for this service.



LEE SZYMBORSKI

Item 29.



Lee Szymborski is a Senior Vice President with GovHR USA, working on both executive search and general management consulting assignments. He has more than 33 years of experience in local government administration.

Mr. Szymborski’s experience spans both Wisconsin and Illinois communities. Mr. Szymborski served more than 15 years as City Administrator in Mequon, Wisconsin. Mequon is a full service city with \$30 million in combined budgets, and more than 170 employees serving 23,000 residents. He also worked for the City of Wauwatosa and Milwaukee County. In Illinois, he served for 12 years as Assistant Village Manager in Buffalo Grove.

Mr. Szymborski’s track record points to a results-oriented approach to municipal government management. That is demonstrated by his work including the purchase of a \$14 M private water utility that has seen its customer base increase under city ownership (Mequon); reorganizing city departments and reducing workforce costs in an organizationally sensitive manner (Mequon); spearheading a 10-community oversight committee to secure the startup of commuter rail service (Metra) on the WI Central railway (Buffalo Grove); and repurposing TIF funds to provide incentives that secured a \$16 M mixed-use development in Mequon’s Town Center. He is additionally skilled in budgeting, personnel administration, community engagement efforts and strategic planning.

Lee’s experience in recruiting key staff extends back to his management roles in both Buffalo Grove and Mequon. In Buffalo Grove, he handled all aspects of recruiting the management team. During his time in Mequon, Mr. Szymborski recruited all members of the City’s management team.

His recent searches include City Manager, City Administrator and department head positions for communities throughout the Midwest and East Coast. He has done management studies and strategic plans for several Wisconsin, Illinois and Missouri communities, professional associations and councils of government. He has also been part of GovHR USA’s classification and compensation studies in several Wisconsin, Illinois, Minnesota and Massachusetts communities.

PROFESSIONAL EDUCATION

- Master of Science degree in Urban Affairs, University of Wisconsin - Milwaukee
- Bachelor of Arts in Political Science, University of Wisconsin – Milwaukee

PROFESSIONAL DEVELOPMENT AND SPEAKING ENGAGEMENTS

- Speaker at state City Management Association meetings in Wisconsin, Illinois and Missouri
- Former Adjunct Instructor at Upper Iowa University - Milwaukee Center and Concordia University Wisconsin
- Published articles in Public Management Magazine, Milwaukee Journal Sentinel

AWARDS

- Mequon – Thiensville Chamber of Commerce’s Distinguished Service Award

MEMBERSHIPS AND AFFILIATIONS

- Mequon Police and Fire Commission
- Mequon-Thiensville Sunrise Rotary Club
- Board of Directors for the Mequon Nature Preserve
- International City/County Management Association
- Wisconsin City/County Management Association
- Former President Illinois Association of Municipal Management Assistants
- Former President Mequon-Thiensville Sunrise Rotary Club

PROFESSIONAL BACKGROUND

Over 33 Years of Experience in Local Government Administration

- City Administrator, Mequon, WI 1999-2014
- Assistant Village Manager, Buffalo Grove, IL 1987-1999
- Milwaukee County and City of Wauwatosa, WI 1980-1986





City Management Client List

STATE	CLIENT	POSITION	YEAR	POPULATION	
Alaska	Bethel	City Manager	2019	6,500	
	Homer	City Manager (Professional Outreach)	2019	5,300	
	Seward	City Manager	2019	2,693	
	Unalaska	City Manager	2017	4,768	
Arizona	Buckeye	City Manager	2021	69,744	
Colorado	Eagle	Town Manager	2017	6,739	
	Englewood	City Manager	2019	34,957	
Connecticut	Cheshire	Town Manager	2017	29,261	
	East Hampton	Town Manager	2019	13,000	
	Enfield	Town Manager	2015	45,246	
				2018	45,246
			2022	45,246	
	Manchester	General Manager	2021	59,710	
	Meriden	City Manager	2018	60,838	
Delaware	Newark	City Manager	2018	33,398	
Florida	Deerfield Beach	Assistant City Manager	2022	80,000	
	Gainesville	Assistant City Manager	2021	133,997	
	Lakeland	City Manager	2020	110,000	
	Largo	Assistant City Manager	2018	82,244	
	Palm Beach	Assistant City Manager	2021	85,933	
	Ponce Inlet	Town Manger	2022	3,411	
Georgia	Albany	City Manager	2021	77,434	
	Decatur	Assistant City Manager	2018	25,000	
		City Manager	2018	25,000	
Illinois	Algonquin	Village Manager	2012	30,947	
	Arlington Heights	Village Manager	2014	75,500	
	Barrington	Village Manager	2018	10,455	
	Bensenville	Village Manager	2015	20,703	
	Bloomington	City Manager	2018	78,005	
	Buffalo Grove	Village Manager	2010	42,909	
	Carbondale	City Manager	2011	25,092	
	Cary	Village Administrator	2011	17,840	
	Centralia	City Manager	2020	13,000	
	Clarendon Hills	Village Administrator	2014	8,653	
			Village Manager	2010	8,653
		Crest Hill	City Administrator	2015	21,169
				2021	21,169
	Decatur	City Manager	2014	76,178	
			2018	76,178	
		Deputy City Manager	2019	76,178	
	DeKalb	City Manager	2013	44,862	

			2018	43,849
	DeKalb Sanitary District	Assistant to the Manager/Finance	2012	42,579
	Dixon	City Manager	2015	18,601
	East Moline	City Administrator	2011	21,300
			2016	21,300
	East Peoria	City Administrator	2016	23,503
	Effingham	City Administrator	2010	12,384
			2018	12,577
	Elmhurst	City Manager	2010	46,387
	Forsyth	Village Administrator	2021	3,490
	Fox Lake	Village Administrator	2013	10,550
			2021	10,550
	Freeport	City Manager	2017	25,000
	Galesburg	City Manager	2010	33,706
			2022	33,706
	Geneseo	City Administrator (Virtual)	2019	6,500
	Glen Ellyn	Assistant Village Manager	2013	27,000
		Village Manager	2010	27,000
	Glencoe	Assistant Village Manager	2015	8,723
		Village Manager	2013	8,723
	Greenville	City Manager	2021	7,000
	Hanover Park	Village Manager	2012	38,510
	Highland Park	City Manager	2011	31,365
	Hinsdale	Village Manager	2013	16,816
	Homer Glen	Village Manager	2011	24,220
	Homewood	Assistant Village Manager (Virtual)	2017	19,464
			2021	19,464
	Inverness	Village Administrator	2013	7,400
	Joliet	City Manager	2013	147,500
			2017	147,500
	Kenilworth	Village Manager	2012	2,562
	La Grange	Assistant Village Manager (Virtual)	2017	15,610
		Village Manager	2022	15,610
	La Grange	Village Manager	2017	15,610
	La Grange Park	Assistant Village Manager	2020	13,579
	Lake Barrington	Village Administrator	2022	4,879
	Lake Bluff	Assistant to the Village Manager	2016	5,700
	Lake Forest	Assistant City Manager (Professional Outreach)	2022	19,375
		City Manager	2018	19,375
	Lake Villa	Village Administrator	2013	8,774
	Lake Zurich	Village Manager	2015	19,631
	Libertyville	Village Manager	2016	20,431
	Lincoln	City Administrator	2014	14,500
	Lincolnshire	Assistant Village Manager/Community Development Director	2016	7,500
		Village Manager	2012	7,500
	Lindenhurst	Village Administrator	2017	14,468

	Lombard	Village Manager	2013	43,815
	Marengo	City Administrator	2011	7,614
	Mettawa	Part-time Village Administrator	2010	500
	Mokena	Village Administrator	2015	19,042
	Moline	City Administrator	2017	43,100
	Monmouth	City Administrator	2014	9,444
	Morton Grove	Village Administrator	2011	23,500
	Mt. Prospect	Village Manager	2015	54,771
	Mundelein	Village Administrator	2020	31,385
	New Lenox	Village Administrator	2011	25,000
	Niles	Village Manager	2021	30,001
	Normal	City Manager	2017	54,264
	North Chicago	Chief of Staff	2021	30,020
	Northbrook	Village Manager	2021	35,000
	Oak Brook	Village Manager	2014	8,058
			2021	8,058
	Oak Park	Assistant Village Manager/Human Resources Director	2019	52,000
		Village Manager	2021	52,000
	Orland Park	Village Manager	2016	60,000
			2019	60,000
	Palos Heights	City Administrator (Virtual)	2021	12,480
	Pekin	City Manager	2016	33,223
	Peoria	Assistant City Manager	2021	115,234
	Pingree Grove	Village Manager	2020	10,000
	Plainfield	Village Administrator	2021	41,734
	Princeton	City Manager	2011	7,700
	Princeton	City Manager	2019	7,700
	River Forest	Village Administrator	2010	11,635
			2021	11,635
	Rock Island	City Manager	2011	39,684
			2021	39,684
	Savoy	Village Administrator (Virtual)	2020	8,607
	Schaumburg Township	Township Administrator (Virtual)	2021	140,000
	Schiller Park	Village Manager	2015	11,692
	Shorewood	Village Administrator	2018	17,495
	Skokie	Village Manager	2013	65,000
	St. Clair Shores	Assistant City Manager (Professional Outreach)	2021	59,984
	Sycamore	City Manager (Professional Outreach)	2021	18,557
	Tinley Park	Village Manager	2013	56,831
	Vernon Hills	Village Manager	2021	25,911
	Villa Park	Assistant Village Manager (Virtual)	2021	22,038
		Village Manager	2022	22,038
	Volo	Village Administrator	2013	6,283
	Washington	City Administrator	2015	15,700
			2021	15,700
	Wauconda	Village Administrator	2013	14,125

			2017	14,125
			2021	14,125
	West Chicago	Assistant City Administrator	2022	27,221
	Willowbrook	Village Administrator	2019	8,967
	Winnetka	Assistant Village Manager	2019	12,417
	Woodridge	Village Administrator	2017	33,256
Indiana	Munster	Town Manager	2014	23,603
	St. John	Town Manager (Professional Outreach)	2020	18,047
Iowa	Bondurant	City Administrator	2017	5,493
	Burlington	City Manager	2011	25,663
	Indianola	City Manager	2022	15,833
	Knoxville	City Manager	2021	7,300
	Marion	Deputy City Manager	2022	30,000
	Muscatine	City Administrator	2020	23,819
	Newton	City Administrator	2016	15,000
	Washington	City Administrator	2011	7,266
	Webster City	City Manager	2016	8,000
	West Liberty	City Manager	2013	3,736
	Windsor Heights	City Administrator	2019	4,860
Kentucky	Paducah	City Manager	2021	24,850
	Paris	City Manager	2021	9,846
Maine	Bangor	City Manager	2021	33,039
Maryland	Greenbelt	City Manager	2016	23,753
	Hagerstown	City Administrator	2015	40,612
	Sykesville	Town Manager	2019	3,941
	Westminster	City Administrator	2021	18,522
Massachusetts	Brookline	Assistant Town Administrator - Finance (Virtual)	2022	58,732
	Cambridge	City Manager	2016	110,000
	Eastham	Town Administrator	2016	4,956
	Provincetown	Town Manager	2015	2,990
	Wayland	Town Manager	2022	13,882
	Williamstown	Town Manager	2015	8,400
			2021	8,400
Michigan	Adrian	City Administrator	2018	20,676
			2020	
	Albion	City Manager	2018	8,337
	Alpena	City Manager	2012	10,410
	Caro	City Manager	2012	4,208
	Charlotte	City Manager	2020	9,100
	Clawson	City Manager	2021	11,946
	Delta Charter Township	Township Manager	2014	32,400
	Eastpointe	City Manager	2019	32,673
	Ferndale	City Manager	2019	20,428
	Hamtramck	City Manager	2017	21,752
	Kalamazoo	City Manager	2013	75,000
	Lincoln Park	City Manager	2019	36,665
	Oakland Township	Township Manager	2013	16,779

			2018	19,132
	Rochester	City Manager	2022	13,017
	Rochester	City Manager	2015	13,017
	Royal Oak	City Manager	2020	59,112
	Troy	Assistant City Manager	2019	83,181
		City Manager	2018	83,181
Minnesota	Becker	City Administrator	2021	4,874
	Buffalo	Assistant City Administrator	2021	15,855
	Hibbing	City Administrator	2021	15,855
	Minnetonka	City Manager	2022	53,953
	Scandia	City Administrator	2022	4,149
	St. Joseph	City Administrator	2022	7,342
	St. Louis Park	City Manager	2021	48,662
	Waconia	City Administrator	2021	13,500
	Woodbury	Assistant City Administrator	2017	68,820
Missouri	Ballwin	City Administrator	2020	30,181
	Cape Girardeau	City Manager	2020	38,000
	Ferguson	City Manager	2015	21,111
	Maryland Heights	City Administrator	2015	27,436
	Republic	City Administrator	2016	15,590
	South Lyon	City Manager	2018	11,327
	University City	Assistant City Manager	2020	35,172
		Assistant to the City Manager/Communications Director	2018	35,172
		Assistant to the City Manager/Director of Human Resources	2020	35,172
		Assistant to the City Manager/Economic Development Director	2018	35,172
		City Manager	2017	35,172
	Warrensburg	City Manager	2021	20,200
	Webster Groves	City Manager	2020	22,800
	Wildwood	City Administrator	2014	35,517
		City Manager	2019	35,524
Nebraska	Nebraska City	City Administrator	2022	7,200
Nevada	Boulder City	City Manager	2021	16,207
New Hampshire	Portsmouth	City Manager	2019	21,796
New Jersey	Waldwick	Borough Administrator	2015	9,800
New York	Long Beach	Deputy City Manager (Virtual)	2022	33,275
	Mamaroneck (Town)	Town Administrator	2021	29,156
	Mamaroneck (Village)	Village Manager	2018	19,426
	New Rochelle	City Manager	2022	79,067
	Scarsdale	Village Manager	2021	17,837
North Carolina	Fayetteville	Assistant City Manager	2012	210,000
			2017	210,000
			2018	210,000
			2022	210,000
North Dakota	Minot	City Manager	2020	45,700

Ohio	Oberlin	City Manager	2016	8,390
Pennsylvania	Centre County	County Administrator	2022	158,172
	Ferguson Township	Township Manager	2017	18,300
			2022	18,300
	Mt. Lebanon	Municipal Manager	2015	33,137
	Patton Township	Township Manager	2022	15,801
	South Fayette Township	Township Manager	2018	14,416
Rhode Island	North Kingstown	Town Manager	2015	26,326
Texas	Austin	Assistant City Manager	2021	885,000
	Burleson	City Manager	2011	36,990
			2018	43,960
	Garland	Assistant City Manager	2016	233,206
	McKinney	Assistant City Manager	2019	191,645
	Missouri City	Assistant City Manager	2019	74,139
		City Manager	2021	74,139
Vermont	Winooski	City Manager	2022	7,997
Virginia	Chesapeake	City Manager	2019	245,000
	Portsmouth	City Manager	2020	96,000
	Salem	City Manager	2019	25,643
	Virginia Beach	City Manager	2019	442,707
Washington	Burien	City Manager	2022	52,066
	Duvall	City Administrator (POS)	2021	8,090
	Yakima	Assistant City Manager	2021	97,000
West Virginia	Bridgeport	City Manager	2019	8,582
			2021	8,582
	Morgantown	City Manager	2016	31,000
Wisconsin	Baraboo	City Administrator	2019	12,048
	Bayside	Assistant Village Manager	2019	4,400
	Beaver Dam	City Administrator	2021	16,291
	Bellevue	Village Administrator	2018	15,524
	Beloit (City)	City Manager	2015	36,966
	Beloit (Town)	Town Administrator	2016	7,083
			2020	7,083
	Brown Deer	Village Manager	2012	12,000
	Burlington	City Administrator	2014	10,511
	Cedarburg	Town Administrator	2015	11,475
	Fond du Lac	City Manager	2012	43,021
	Fort Atkinson	City Manager	2012	12,300
	Franklin	Director of Administration	2019	36,155
	Glendale	City Administrator	2016	12,920
	Harrison	Village Manager	2021	13,185
	Hartford	City Administrator	2015	14,251
	Hobart	Village Administrator	2016	8,500
	Janesville	City Manager	2013	63,480
	Lake Geneva	City Administrator	2015	7,710
	Lisbon	Town Administrator/Clerk	2014	2,521
	Monroe	City Administrator	2020	10,827

VIII

R. C. No. 702 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 5, 2023.

Your Committee to whom was referred Direct Referral Res. No. 161-22-23 by Alderpersons Mitchell and Filicky-Peneski approving the FY 2023 One-Year Annual Action Plan for the Community Development Block Grant (CDBG) Program Submission; recommends adopting the Substitute Resolution amending the use of funds by the Finance and Personnel Committee.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Subs. of Res. No. 161 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski. April 5, 2023.

A RESOLUTION approving the FY 2023 One-Year Annual Action Plan for the Community Development Block Grant (CDBG) Program Submission.

WHEREAS, \$865,297 in entitlement Community Development Block Grant (CDBG) funds has been awarded in 2023 from the U.S. Department of Housing and Urban Development (HUD) to the City of Sheboygan for community development and housing activities; and

WHEREAS, the Finance and Personnel Committee has recommended to the Common Council that it approve the Final Statement of Community Development Objectives and Proposed Use of Funds; and

WHEREAS, the Finance and Personnel Committee further recommends to the Common Council that it authorize and direct the Mayor to execute all documents for the FY 2023 Community Development Block Grant submission, including the various certifications for the funds; and

WHEREAS, the following requests were made to the City of Sheboygan through a Request for Proposals process from public service agencies:

Salvation Army	\$60,000 (Public Service)	N/A	- 2022
SCIO	\$15,000 (Public Service)	N/A	- 2022
Shoreline Metro	\$42,493 (Public Service)	\$42,493	- 2022
Family Service Assoc.	\$17,238 (Public Service)	\$17,000	- 2022
Family Connections	\$ 5,000 (Public Service)	\$ 4,800	- 2022
Lakeshore CAP	\$23,000 (Public Service)	\$21,000	- 2022
Big Brothers/Big Sisters	\$25,000 (Public Service)	\$19,500	- 2022
Flawless Hoops	\$10,000 (Public Service)	\$ 6,995	- 2022
The Abode	\$19,920 (Public Service)	N/A	- 2022

WHEREAS, federal law allows for the expenditure on public service activities not to exceed 15 percent of the annual allocation or \$129,794, excluding housing activities. The above public service requests total \$217,651. The Finance and Personnel Committee needs to determine the recommended allocation amounts that total \$129,794. Housing activities are exempt from the 15 percent cap; and

WHEREAS, the following projects have been budgeted to utilize the remaining CDBG funds:

Partners for Community Development (Housing)	\$ 40,000
Habitat for Humanity (Housing)	\$ 22,500
Downtown Placemaking Lighting	\$ 39,944
Comprehensive Plan Update	\$ 30,000
Kiwanis Park Pickle Ball Courts	\$270,000
Program Administration	\$173,059
Section 108 Payment	\$160,000

WHEREAS, the Common Council has reviewed and hereby approves the Citizens Participation Plan for the development of this submission; and

WHEREAS, the Common Council finds that it is in the City's best interest to secure the FY 2023 funds for the activities approved by the Finance and Personnel Committee.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council authorizes and directs the Mayor to submit to HUD the Final Statement of Community Development Objectives and Proposed Use of Funds, as recommended by the Finance and Personnel Committee, assurances contained therein and to provide any other information requested by HUD.

FINANCE AND PERSONNEL RECOMMENDATIONS

Partners for Community Development	\$40,000.00 (Housing)
Habitat for Humanity	\$22,500.00 (Housing)
Flawless Hoops	\$4,900.00 (Public Service)
Shoreline Metro	\$42,493.00 (Public Service)
Family Service Association	\$15,000.00 (Public Service)
Family Connections	\$3,350.00 (Public Service)
Lakeshore CAP	\$12,500.00 (Public Service)
Big Brothers/Big Sisters	\$11,500.00 (Public Service)
The Abode	\$6,050.00 (Public Service)
Salvation Army	\$27,000.00 (Public Service)
SCIO	\$7,000.00 (Public Service)

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 161 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.
March 27, 2023.

A RESOLUTION approving the FY 2023 One-Year Annual Action Plan for the Community Development Block Grant (CDBG) Program Submission.

WHEREAS, \$865,297 in entitlement Community Development Block Grant (CDBG) funds has been awarded in 2023 from the U.S. Department of Housing and Urban Development (HUD) to the City of Sheboygan for community development and housing activities; and

WHEREAS, the Finance and Personnel Committee has recommended to the Common Council that it approve the Final Statement of Community Development Objectives and Proposed Use of Funds; and

WHEREAS, the Finance and Personnel Committee further recommends to the Common Council that it authorize and direct the Mayor to execute all documents for the FY 2023 Community Development Block Grant submission, including the various certifications for the funds; and

WHEREAS, the following requests were made to the City of Sheboygan through a Request for Proposals process from public service agencies:

Salvation Army	\$60,000 (Public Service)	N/A	- 2022
SCIO	\$15,000 (Public Service)	N/A	- 2022
Shoreline Metro	\$42,493 (Public Service)	\$42,493	- 2022
Family Service Assoc.	\$17,238 (Public Service)	\$17,000	- 2022
Family Connections	\$ 5,000 (Public Service)	\$ 4,800	- 2022
Lakeshore CAP	\$23,000 (Public Service)	\$21,000	- 2022
Big Brothers/Big Sisters	\$25,000 (Public Service)	\$19,500	- 2022
Flawless Hoops	\$10,000 (Public Service)	\$ 6,995	- 2022
The Abode	\$19,920 (Public Service)	N/A	- 2022

WHEREAS, federal law allows for the expenditure on public service activities not to exceed 15 percent of the annual allocation or \$129,794, excluding housing activities. The above public service requests total \$217,651. The Finance and Personnel Committee needs to determine the recommended allocation amounts that total \$129,794. Housing activities are exempt from the 15 percent cap; and

WHEREAS, the following projects have been budgeted to utilize the remaining CDBG funds:

Partners for Community Development (Housing)	\$ 40,000
Habitat for Humanity (Housing)	\$ 22,500
Downtown Placemaking Lighting	\$ 39,944
Comprehensive Plan Update	\$ 30,000
Kiwanis Park Pickle Ball Courts	\$270,000
Program Administration	\$173,059
Section 108 Payment	\$160,000

WHEREAS, the Common Council has reviewed and hereby approves the Citizens Participation Plan for the development of this submission; and

WHEREAS, the Common Council finds that it is in the City's best interest to secure the FY 2023 funds for the activities approved by the Finance and Personnel Committee.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council authorizes and directs the Mayor to submit to HUD the Final Statement of Community Development Objectives and Proposed Use of Funds, as recommended by the Finance and Personnel Committee, assurances contained therein and to provide any other information requested by HUD.

FINANCE AND PERSONNEL RECOMMENDATIONS

Partners for Community Development	\$	(Housing)
Habitat for Humanity	\$	(Housing)
Flawless Hoops	\$	(Public Service)
Safe Harbor	\$	(Public Service)
Shoreline Metro	\$	(Public Service)
Family Service Association	\$	(Public Service)
Family Connections	\$	(Public Service)
Lakeshore CAP	\$	(Public Service)
Big Brothers/Big Sisters	\$	(Public Service)
The Abode	\$	(Public Service)

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. 701 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 5, 2023.

Your Committee to whom was referred Direct Referral Res. No. 162-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing entering into a Collateral Assignment of TIF Agreement with Sheboygan Press, LLC and Cardinal Capital Development, LLC, regarding the redevelopment of the former Sheboygan Press Building at 632 Center Avenue, in favor of First Business Bank; recommends adopting the Resolution.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 162- 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.
March 27, 2023.

A RESOLUTION authorizing entering into a Collateral Assignment of TIF Agreement with Sheboygan Press, LLC and Cardinal Capital Development, LLC, regarding the redevelopment of the former Sheboygan Press Building at 632 Center Avenue, in favor of First Business Bank.

WHEREAS, the Development Agreement in this matter was approved by the Common Council via Res. No. 109-22-23 adopted on December 19, 2022, with an Amendment to the Development Agreement being approved via Res. No. 135-22-23 adopted on February 20, 2023; and

WHEREAS, the Development Agreement included a provision requiring City approval for assignment; and

WHEREAS, the City Attorney's Office has reviewed the Collateral Assignment of TIF Agreement, a copy of which is attached hereto, and does not take issue with the language.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby authorizes the appropriate City officials to enter into a Collateral Assignment of TIF Agreement with Sheboygan Press, LLC and Cardinal Capital Development, LLC.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

COLLATERAL ASSIGNMENT OF TIF AGREEMENT

THIS COLLATERAL ASSIGNMENT OF TIF AGREEMENT (this “**Assignment**”) is made as of _____, 2023, by and among **SHEBOYGAN PRESS, LLC**, a Wisconsin limited liability company (“**Borrower**”), **Cardinal Capital Development, LLC**, a Wisconsin limited liability company (“**Developer**,” and together with Borrower, the “**Assignor**”) in favor of **FIRST BUSINESS BANK** (“**Lender**”).

RECITALS

A. Borrower owns, or will own, the property located at 632 Center Avenue, located in the City of Sheboygan, State of Wisconsin (the “**Property**”). Borrower intends to develop the Property as a 28-unit multi-family apartment project located on the Property with other related improvements (collectively, the “**Project**”).

B. Subject to the terms and conditions of that certain Loan Agreement between Borrower and Lender of even date herewith (the “**Loan Agreement**”), Lender is willing to make (i) a term loan to the Borrower in an original principal amount of \$5,800,000 (the “**Term Loan**”), as evidenced by Term Note dated of even date herewith from Borrower to Lender in the aggregate original principal amount of the Term Loan (the “**Term Note**”); and (ii) a bridge loan to the Borrower in an original principal amount of [\$ _____] (the “**Bridge Loan**,” together with the Term Loan, the “**Loans**”), as evidenced by Bridge Note dated of even date herewith from Borrower to Lender in the aggregate original principal amount of the Bridge Loan (the “**Bridge Note**” and together with the Term Note, the “**Notes**”);

C. Borrower, Developer and the City of Sheboygan (the “**City**”) entered into that certain Development Agreement, dated December 20, 2022, as amended by the Amendment to Development Agreement, dated February 21, 2023 (and as further amended, collectively, the “**TIF Agreement**”), pursuant to which the City has agreed to provide certain development incentive payments to Borrower or Developer up to a principal amount of \$1,330,000.00 (the “**TIF Payments**”).

D. Lender requires Assignor to execute and deliver this Assignment as collateral for the Loans.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Borrower, Borrower hereby agrees as follows:

1. Assignment. As security for Borrower’s obligations under the Notes, the Loan Agreement and the other documents evidencing or securing the Loans (collectively, the “**Loan Documents**”) (collectively, the “**Obligations**”), Assignor hereby collaterally assigns to Lender all of its right, title, and interest in and to the TIF Agreement, including all of Assignor’s rights to

receive the TIF Payments thereunder, it being understood and agreed that, if and when the Obligations are satisfied in full, then this Assignment shall terminate.

2. Lender's Rights Upon Default. If a default occurs under the Loan Documents beyond any applicable notice and cure period (an "**Event of Default**"), then Lender may at its option upon written notice to Borrower and the City, but without any obligation to do so, elect to assume Assignor's rights and obligations under the TIF Agreement, in which case Lender shall have all of the rights and obligations of Assignor under the TIF Agreement from and after the date of notice to the City. Prior to the occurrence of an Event of Default and the written election by Lender to assume Assignor's rights and obligations under the TIF Agreement, nothing in this Agreement shall be construed as an assumption by Lender of any liability or obligation of Assignor under the TIF Agreement. Nothing herein constitutes a release by the City of Assignor from its obligations under the TIF Agreement even if Lender elects to assume Assignor's rights and obligations thereunder, and to the extent the TIF Agreement is not performed by Lender, Assignor remains responsible to the City for all of its obligations under the TIF Agreement.

3. Performance of Assignor. Assignor shall faithfully abide by, perform and discharge each of Assignor's obligations, covenants and agreements under the TIF Agreement and shall take such actions as may be necessary or required under the TIF Agreement to cause the Minimum Investment in the Project and the prompt commencement of TIF Payments to Borrower thereafter. Without the prior written consent of Lender, Assignor shall not (a) modify or in any way alter the terms of the TIF Agreement, (b) pledge or assign the TIF Agreement, (c) waive any of its rights under the TIF Agreement, (d) terminate or surrender the TIF Agreement, or (d) cause or permit the TIF Payments to be made to any party but Borrower of Lender. Developer hereby acknowledges and agrees and directs the City that all TIF Payments shall be paid to Borrower (not to Developer).

4. TIF Loan Proceeds. Borrower shall, immediately upon receipt of any TIF Payments from the City, deposit such funds into Borrower's operating account established with Lender; which funds may be used to pay Project Operating Expenses or disbursed only in accordance with Section 6.2 of Borrower's Operating Agreement. Upon notice from Lender to the City, with a copy to Borrower, of an Event of Default under the Loan Documents or otherwise upon Lender's request, Borrower and Developer authorize and direct the City to make the TIF Payments due to Borrower to Lender directly. The City shall have no obligation to verify any of the information in such notice.

5. Protect Security. At Borrower's sole cost and expense, Borrower shall appear and defend any action or proceeding arising under, during, out of or in any manner connected with the TIF Agreement or the obligations, duties or liabilities of Assignor under the TIF Agreement, and shall pay any reasonable costs and expense of Lender, including reasonable attorneys' fees, in any such action or proceeding in which Lender decides, in its sole discretion, to appear.

6. Representations and Covenants. Assignor represents and warrants that (a) Assignor has the full right to collaterally assign the TIF Agreement; (b) the TIF Agreement is valid, is in full force and effect and has not been modified or amended; (c) Lender shall have a first priority lien and security interest in and to the TIF Agreement and the TIF Payments, there

are no outstanding assignments or pledges of the TIF Agreement or TIF Payments and Assignor shall not make any further assignments or pledges of the TIF Agreement or TIF Payments during the term of the Loans without the consent of Lender; and (e) there are no existing defaults, rights of setoff, or claims for additional payments under the TIF Agreement.

7. Authorization. Upon an Event of Default, Assignor irrevocably constitutes and appoints Lender its true and lawful attorney-in-fact in Assignor's name or in Lender's name, or otherwise, to enforce all rights of Assignor under the TIF Agreement, and such power, being coupled with an interest, is irrevocable.

8. No Liability For Lender. Subject to the Provisions of Section 2, Lender shall not be obligated to perform or discharge and does not by this Assignment undertake to perform or discharge any obligation, duty or liability under the TIF Agreement.

9. Assignor Holds Lender Harmless. Assignor shall indemnify and hold Lender harmless of and from (a) any and all liability, loss or damage which it incurs under the TIF Agreement or by reason of this Assignment; and (b) any and all claims and demands which are asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the TIF Agreement. The amount of all such liabilities, losses, damages, claims and demands, and the cost of defending against them, including costs, expenses and reasonable attorneys' fees, are secured by this Assignment and constitute part of the Obligations. Assignor shall reimburse Lender for such amounts immediately upon demand.

10. Security Interest in Agreements. In addition, Assignor hereby grants to Lender a security interest in Assignor's right, title, and interest in the TIF Agreement and the TIF Payments, if and to the extent that a security interest may be granted therein under the Wisconsin Uniform Commercial Code, and Assignor acknowledges that Lender shall have all of the rights and remedies with respect thereto provided for by the Wisconsin Uniform Commercial Code, in addition to the other rights and remedies herein granted to Lender, in the event of the occurrence of an Event of Default.

11. Successors and Assigns. This Assignment shall be binding upon Assignor and its successors and assigns, and shall inure to the benefit of Lender, its successors and assigns. Assignor shall not assign its obligations or interests under the TIF Agreement or under this Assignment without Lender's prior written consent.

12. Governing Law. This Assignment shall be governed by the laws of the State of Wisconsin.

13. Validity Clause. This Assignment shall confer to Lender the rights and benefits described in this Assignment to the full extent allowable by law. The unenforceability or invalidity of any of the provisions of this Assignment shall not render any other provision or provisions unenforceable or invalid. Any provision found to be unenforceable shall be severable from this Assignment without invalidating the remainder of such provision or the remaining provisions of this Assignment.

14. Notices And Approvals. Any notice that either party may desire or may be required to give to any other party shall be in writing and shall be delivered as required under the Loan Documents, and, with respect to Assignor, shall be sent to the following address: c/o Cardinal Capital Management, Inc., 901 S. 70th Street, West Allis, WI 53214, Attn: Erich Schwenker.

15. Counterparts. This Assignment may be signed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one instrument. The signature of a party to this Assignment transmitted by facsimile or electronic mail to the other party shall be deemed an original signature.

[Signature on the following page.]

SIGNATURE PAGE TO COLLATERAL ASSIGNMENT OF
TIF AGREEMENT AND TIF BOND

Dated as of the date first set forth above.

ASSIGNOR:

SHEBOYGAN PRESS, LLC

By: Sheboygan Press MM, LLC
Its: Managing Member

By: Cardinal Capital Management, Inc.
Its: Manager

By: _____
Erich Schwenker, President

CARDINAL CAPITAL DEVELOPMENT, LLC

By: _____

CONSENT OF CITY AND ESTOPPEL

THIS CONSENT OF CITY AND ESTOPPEL is made by the City of Sheboygan (the “City”) for the benefit of First Business Bank (“Lender”) with respect to that certain Development Agreement, dated December 20, 2022, as amended by the Amendment to Development Agreement, dated February 21, 2023, between Sheboygan Press, LLC (“Borrower”), Cardinal Capital Development, LLC (“Developer,” and together with the Borrower, the “Assignor”), and the City (the “TIF Agreement”).

1. Payment Direction. Upon written request of Lender, City agrees to make all Development Incentive Payments (as defined in the TIF Agreement) directly to Lender at the following address: First Business Bank, 401 Charmany Drive, Madison, WI 53719 until Lender further notifies the City that the Obligations have been paid in full and the Assignment terminated.

2. Consent to Assignment. The City hereby consents to the foregoing Collateral Assignment of TIF Agreement (the “Assignment”) and agrees that if Lender notifies the City in writing that Lender is exercising its right to assume Assignor’s rights and obligations under the TIF Agreement, the City shall continue to perform its obligations under the terms of the TIF Agreement in the manner specified in the therein as if Lender were originally a party to the TIF Agreement. Lender’s obligations under the foregoing Assignment are not personal obligations or binding on any of Lender’s assets, except Lender’s interest in the Property, if any.

3. No Release. Nothing in the foregoing Assignment constitutes a release by the City of Assignor from its obligations under the TIF Agreement even if Lender elects to assume Assignor’s rights and obligations thereunder, and to the extent the TIF Agreement is not performed by Lender, Assignor remains responsible to the City for all of its obligations under the TIF Agreement.

3. Notice and Cure Rights. The City shall provide Lender with copies of any notices given to Assignor under the TIF Agreement, in the same manner and at the same time as required thereunder to the following address: First Business Bank, 401 Charmany Drive, Madison, WI 53719 Attention: Brian Hagen. City agrees that Lender shall have the right to cure any default by Assignor under the TIF Agreement and City agrees to accept any cure of such a default by Lender as if such cure were tendered or performed by Assignor.

4. Estoppel. City represents and warrants to Lender that as of the date hereof: (i) the TIF Agreement is and remains in full force and effect, (ii) no default currently exists under the TIF Agreement and no condition exists which, with the passage of time, would constitute a default under the Agreement or would prevent the payment of the Development Incentive Payments in accordance with the TIF Agreement.

5. No Amendment. City agrees that it shall not, without the prior written consent of the Lender, amend or modify or consent to any modification or amendment of the TIF Agreement.

6. Conflict. Assignor acknowledges that City's consent is granted only insofar as said terms and conditions do not conflict with the terms of the TIF Agreement. Any conflict between the terms of the Assignment and TIF Agreement shall be resolved pursuant to the language of the TIF Agreement.

[Signature on Following Page]

CITY OF SHEBOYGAN

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

EXHIBIT A
LEGAL DESCRIPTION

VIII

R. C. No. 203 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 5, 2023.

Your Committee to whom was referred Direct Referral Res. No. 163-22-23 by Alderpersons Mitchell and Filicky-Peneski updating the Job Description for the position of City Administrator for the City of Sheboygan and authorizing the Director of Human Resources and Labor Relations to initiate the hiring process for the position; recommends adopting the Substitute Resolution that includes the language, "while authorizing the Human Resources and Labor Relations Director to adjust the job description prior to posting in a manner that does not change the scope of description."

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Subs. of Res. No. 163 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski. April 5, 2023.

A RESOLUTION updating the Job Description for the position of City Administrator for the City of Sheboygan and authorizing the Director of Human Resources and Labor Relations to initiate the hiring process for the position.

WHEREAS, the position of City Administrator has been vacant since January 9, 2023; and

WHEREAS, the Common Council is the direct supervisor of the City Administrator; and

WHEREAS, in the absence of a City Administrator the Council is requested to approve changes to job descriptions; and

WHEREAS, it is the goal of the City that the essential duties of all positions are clearly outlined in the job description to ensure that prospective candidates know the scope of the job; and

WHEREAS, it is essential that, with a full-time Mayor and full-time City Administrator, the roles, responsibilities, and duties are clearly defined; and

WHEREAS, there are many actions the Council needs to take before a new City Administrator can be put in place, and the first step is posting the job opening; and

WHEREAS, it is desired that the job opening be posted for a minimum of four (4) weeks to allow for all qualified applicants the opportunity to apply.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby approves the updates to the City Administrator Job Description in the attached "Job Description" while authorizing the Human Resources and Labor Relations Director to adjust the job description prior to posting in a manner that does not change the scope of description.

BE IT FURTHER RESOLVED: That the Director of Human Resources and Labor Relations is hereby authorized to begin the recruitment process to fill the vacant City Administrator position.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 163 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.
March 27, 2023.

A RESOLUTION updating the Job Description for the position of City Administrator for the City of Sheboygan and authorizing the Director of Human Resources and Labor Relations to initiate the hiring process for the position.

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WHEREAS, there are many actions the Council needs to take before a new City Administrator can be put in place, and the first step is posting the job opening; and

WHEREAS, it is desired that the job opening be posted for a minimum of four (4) weeks to allow for all qualified applicants the opportunity to apply.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby approves the updates to the City Administrator Job Description in the attached "Job Description."

BE IT FURTHER RESOLVED: That the Director of Human Resources and Labor Relations is hereby authorized to begin the recruitment process to fill the vacant City Administrator position.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Direct Supervisor: Common Council
Department: Office of the City Administrator
Version Date: April 2023
Salary Grade: 24
FLSA Status: Exempt, Not Represented



Position Summary:

The City Administrator is responsible for managing the day to day operations of the City and reports directly to the Common Council. The City Administrator plans, directs, supervises and coordinates the services, activities and work among all city departments. The City Administrator leads strategic planning on behalf of the Common Council and city departments. They are responsible for setting goals and developing policies consistent with the City of Sheboygan's Values with regards to the Strategic Plan as well as its Mission and Vision. The City Administrator demonstrates ability in managing complex organizational effectiveness, performance, measurement, and accountability on all levels related to the City's Values.

City's Values:

- **S – Service**
- **T – Teamwork**
- **A – Accountability**
- **I – Innovation**
- **R – Respect**
- **S – Stewardship – Fiscal Responsibility**

Essential Duties:

1. Maintain a professional and cordial relationship with the Mayor and other local elected officials.
2. Regularly provide updates and receive direction from Council leadership.
3. Facilitate and lead, with input from the Mayor and City Leadership Team, the Common Council and city departments in a regularly scheduled strategic planning processes and implementation of any changes identified.
4. Meet weekly, or as the need arises, with the Mayor, Council President, and Council Vice President to discuss the general business of the City.
5. Provide administrative staff assistance to the Common Council; confer with the Council regarding municipal government issues; recommend policies, procedures, and action to be taken by the Council; carry out Common Council decisions or directives.
6. Attend meetings of the Common Council and provide information as requested by the Common Council or its committees, or other committees of the City.
7. Implement actions of the Common Council and administrative matters under the direction of the Council with input from the Council Leadership Team.
8. Embody all of the City's Values with regards to the Strategic Plan while executing the duties of the position.
9. Oversee and direct departmental operations analysis and sustainability programs; prepare studies on operations and finances; perform research and report on trends, technology, innovation, etc.; make recommendations to the Common Council and Council Committees on improvements in City-wide departmental operations.

10. Provide day-to-day supervision and direction to all Department Heads on administrative, financial, and operational matters.
11. Work with Director of Human Resources to recommend appointment of Department Heads for Common Council approval.
12. Collaboratively develop, implement, and manage an annual budget process, including management in forecasting and allocating resources and staff. Direct all Department Heads in budget request proposals; coordinate reviews of requests for Mayor's consideration; advise and assist the Mayor in preparation of final budget for submission to Common Council.
13. Evaluate all department heads, including fire and police, with input from the Mayor; in consultation with the Director of Human Resources, direct and supervise salary administration.
14. Continuously monitor and evaluate the efficiency and effectiveness of City service delivery methods and procedures.
15. Collaborate with the Human Resources department to determine leadership development needs.
16. Assess and monitor City Department's work load, administrative and support systems, and internal reporting relationships.
17. Identify opportunities for improvement and direct the implementation of changes to make the City more efficient.
18. Ensure that complaints, grievances, and other matters receive prompt attention by the responsible department and ensure that all such matters are expeditiously resolved.
19. Other duties as assigned by the Common Council.

Qualifications & Skills:

Knowledge and proven experience related to the following:

1. Ability to develop and sustain positive working relationships with staff and elected officials.
2. Ability and experience in using excellent verbal and written communication skills.
3. Ability to provide leadership in collaborative efforts, direction, and focus with the ability to delegate authority to achieve solutions in project scope as required.
4. Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
5. Ability to conduct sound research and develop effective recommendations for policies and implementation procedures and maintain ongoing analysis to measure effectiveness.
6. Experience in establishing and using performance measurement.
7. Skills and experience in principles and best practices of municipal financial management, budget preparation and long-term financial planning, strategic planning, business administration, municipal organizations and leadership development.
8. Skill and knowledge regarding principles and techniques of public relations. Ability to build and foster relationships with people from a variety of cultural and diverse backgrounds.
9. Experience with regards to Federal, State and other laws and regulations affecting municipal government.
10. Significant experience in team building, planning, organizing and directing the work of others to promote the City's Values in an effort to achieve the City's Strategic Plan Goals.

Education & Experience:

Master's degree or greater from accredited college or university, or Bachelor's degree with a minimum of seven years of City Administrative experience required; in the fields of business or public administration preferred.

Position requires at least seven years of progressively responsible work experience with a minimum of five years functioning in a senior leadership position. Preference will be given to those with municipal experience.

Evaluation

The City Administrator shall receive a 360 evaluation after his/her first year and once every 3 years thereafter facilitated by the Director of Human Resources. In years when a 360 evaluation is not performed, the City Administrator shall receive a performance evaluation managed by the Common Council President and Common Council Vice-President and facilitated by the Director of Human Resources.

Post Job Offer Requirements:

Job offers for this position are contingent on the individual passing a pre-employment drug screen and completing a third-party background investigation.

Department Summary:

Working with the Common Council, the community, and city staff, the Office of the City Administrator's responsibility is to professionally implement all Common Council policy decisions and efficiently direct the City's operations and activities in accordance with sound management principles. In addition, the City Administrator collaboratively prepares, reviews, and monitors the annual operating budget for the City. The City Administrator collaborates with the Mayor, City Attorney, City Clerk and all City departments.

Acknowledgement:

The job description includes the essential responsibilities of the position and is not to be construed as all-inclusive. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific essential responsibilities does not exclude them from the position if the work is similar, related, or is a logical assignment to the position. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

My signature below is both an acknowledgement of my understanding of the job description for this position, as well as my commitment to uphold and promote the core values of the City, as well as the Strategic Plan mission and vision.

Employee Name: _____ Employee Number: _____

Employee Signature: _____ Date: _____

IX

Gen. Ord. No. 30 - 22 - 23. By Alderperson Filicky-Peneski. April 5, 2023.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification for property on Pershing Avenue - Parcel #59281012240 from Suburban Residential (SR-3) to Suburban Residential (SR-5) Classification.

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class Suburban Residential (SR-3) to Suburban Residential (SR-5) Classification:

Property located on Pershing Avenue - Parcel #59281012240:

NORTH SHORE SUBD NO 1 LOT 11 & THE W 5' OF LOT 12 & THAT PRT OF LOT 8 DESC AS: COM AT THE NE COR OF LOT 12, TH NWLY 35.15' ALG THE W LN OF LOT 8 TO THE SW COR OF LOT 7, TH NELY 66.83' ALG THE N LN OF LOT 8, TH SLY 56.6' TO THE NE COR OF LOT 11, TH WLY 55.41' ALG THE N LN OF LOT 11 TO THE POB

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

City Clerk

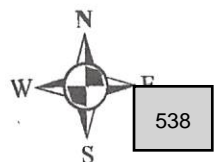
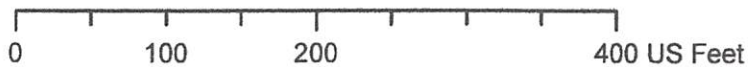
I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PROPOSED REZONE FROM SUBURAN RESIDENTIAL (SR-3) TO SUBURAN RESIDENTIAL (SR-5)

NORTH SHORE SUBD NO 1 LOT 11 & THE W 5' OF LOT 12 & THAT PRT OF LOT 8
DESC AS: COM AT THE NE COR OF LOT 12, TH NWLY 35.15' ALG THE W LN OF
LOT 8 TO THE SW COR OF LOT 7, TH NELY 66.83' ALG THE N LN OF LOT 8, TH
SLY 56.6' TO THE NE COR OF LOT 11, TH WLY 55.41' ALG THE N LN OF LOT 11
TO THE POB



Gen. Ord. No. 31 - 22 - 23. By Alderpersons Dekker and Rust. April 5, 2023.

AN ORDINANCE placing stop signs at the northwest corner and southeast corner of S. 22nd Street and David Avenue.

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

Section 1. Pursuant to Section 118-51 of the Municipal Code entitled "Erection of Official Signs," stop signs shall be added requiring southbound and northbound traffic on S. 22nd Street to stop at the intersection of S. 22nd Street and David Avenue.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to add the signs to give notification of the aforementioned change.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

W

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II
R. O. No. 114 - 22 - 23. By CITY PLAN COMMISSION. March 6, 2023.

Your Commission to whom was referred Gen. Ord. No. 27-22-23 by Alderperson Mitchell amending Section 15.207 of the City of Sheboygan Zoning Ordinance, Nonconforming Use Regulations, and Section 15.934, Zoning Board of Appeals, so as to streamline and expedite the process of reviewing nonconforming use applications; recommends adopting the Ordinance.

CITY PLAN COMMISSION

I

Gen. Ord. No. 27 - 22 - 23. By Alderperson Mitchell. February 20, 2023.

AN ORDINANCE amending Section 15.207 of the City of Sheboygan Zoning Ordinance, Nonconforming Use Regulations, and Section 15.934, Zoning Board of Appeals, so as to streamline and expedite the process of reviewing nonconforming use applications.

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

Section 1. Section 15.207 of the City of Sheboygan Zoning Ordinance entitled "Nonconforming Use Regulations" is hereby amended to read as follows:

"Sec. 15.207. *Nonconforming Use Regulations*

. . .

- (7) Change: A nonconforming use of a building or other structure, all or substantially all of which was originally designed or intended for a use which is permitted in the district in which it is located shall not be changed to any use other than a use permitted in the district in which the land is located or to another nonconforming use of similar characteristics when authorized by the Plan Commission as regulated by Subchapter 15-9 of this Chapter. When a nonconforming use has been changed to a permitted one, it shall not thereafter be changed back to a nonconforming use.

. . ."

Section 2. Section 15.934 of the City of Sheboygan Zoning Ordinance entitled "Zoning Board of Appeals" is hereby amended to read as follows:

"Sec. 15.934. *Zoning Board of Appeals*

. . .

- (3) Powers

. . .

- (c) In addition to the foregoing powers, the Board of Appeals shall have the following specific powers:

- 1. To interpret the provisions of this Ordinance in such a way as to carry out the intent and purpose of the plan, as shown on the Zoning Map accompanying and made a part of this Ordinance, where the street layout actually on

City Plan

the ground varies from the street layout on the aforesaid map.

2. The Board of Appeals shall have the power to call on any other city department for assistance in the performance of its duties and it shall be the duty of such other departments to render such assistance as may be reasonably required.

(d) Except as specifically provided, no action of the Board of Appeals shall have the effect of permitting in any district uses prohibited in such districts.

. . ."

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor