

*****ATTACHMENTS*****

III

4.16

Res. No. 32 - 19 - 20. By Alderpersons Wolf and Sorenson. May 20, 2019.

A RESOLUTION authorizing the City of Sheboygan to accept from the Sheboygan Leadership Academy a mid-block crosswalk located at St. Clair Avenue between N. 14th Street and N. 13th Street, the design and construction of which was administered and paid for by the Sheboygan Leadership Academy with the approval of the Department of Public Works.

WHEREAS, Sheboygan Leadership Academy has assembled a packet of improvements for a mid-block crosswalk at St. Clair Avenue between N. 14th Street and N. 13th Street, including pedestrian crossing signs, solar powered flashing school crossing signs, and other traffic calming measures, a copy of which is attached; and

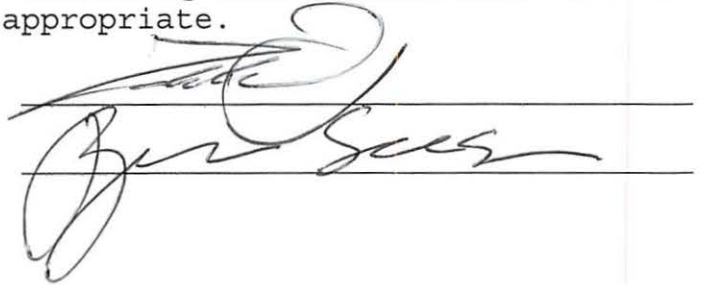
WHEREAS, that packet has been reviewed and modified with the input of City staff; and

WHEREAS, Sheboygan Leadership Academy will administer and pay for the design and construction of said crosswalk.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby authorizes Sheboygan Leadership Academy to provide for the construction of the mid-block crosswalk described above pursuant to the modified packet of improvements.

BE IT FURTHER RESOLVED: That the City of Sheboygan shall, upon completion of the crosswalk, accept ownership and control of the crosswalk from the Sheboygan Leadership Academy, including such maintenance thereof that it, in its sole discretion, deems appropriate.

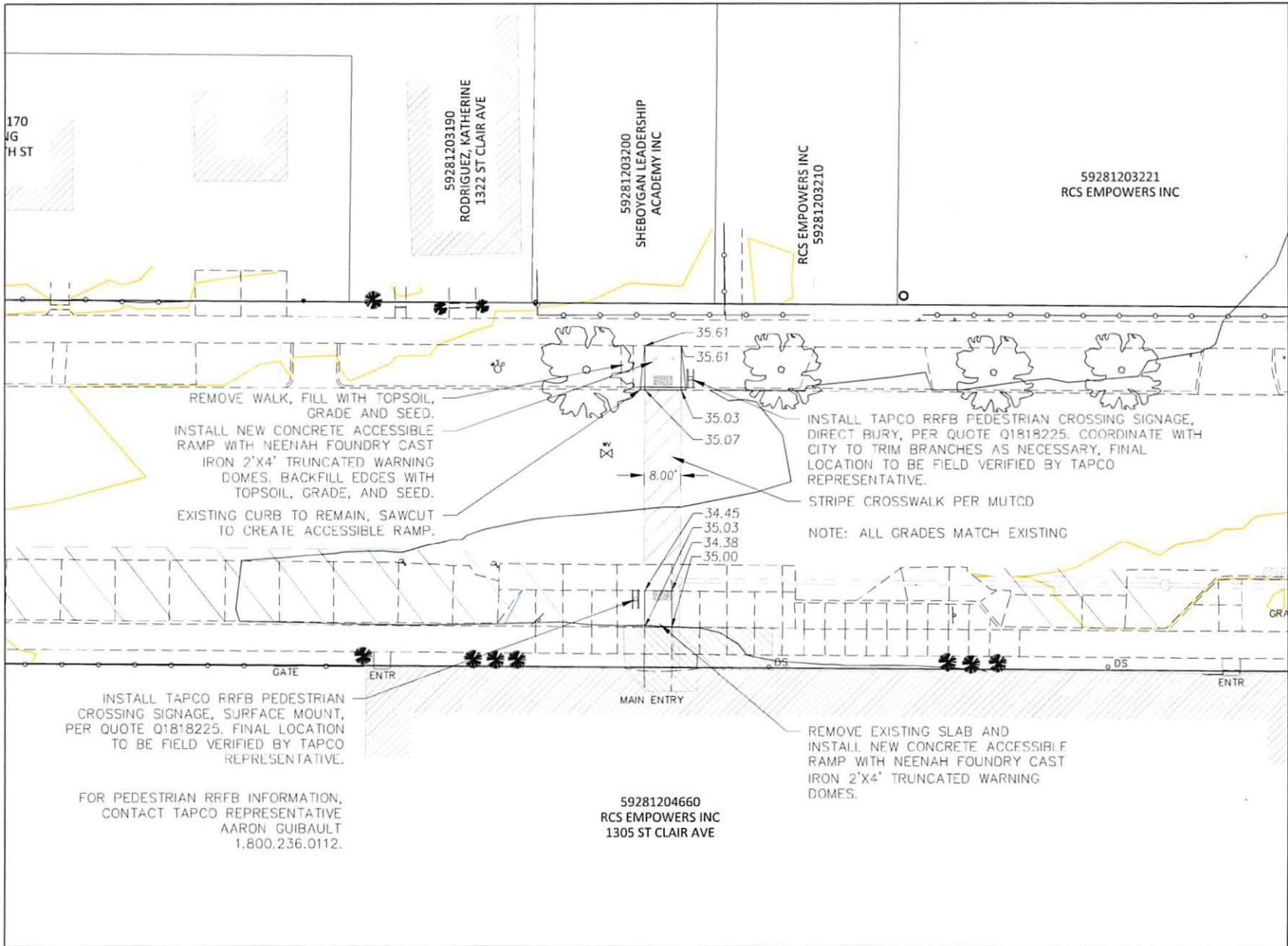
Public Works



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



INSTALL TAPCO RRFB PEDESTRIAN CROSSING SIGNAGE, SURFACE MOUNT, PER QUOTE Q1818225. FINAL LOCATION TO BE FIELD VERIFIED BY TAPCO REPRESENTATIVE.

FOR PEDESTRIAN RRFB INFORMATION, CONTACT TAPCO REPRESENTATIVE AARON GUIBAULT 1.800.236.0112.

59281204660
RCS EMPOWERS INC
1305 ST CLAIR AVE

REMOVE EXISTING SLAB AND INSTALL NEW CONCRETE ACCESSIBLE RAMP WITH NEENAH FOUNDRY CAST IRON 2\"X4\" TRUNCATED WARNING DOMES.

REMOVE WALK, FILL WITH TOPSOIL, GRADE AND SEED. INSTALL NEW CONCRETE ACCESSIBLE RAMP WITH NEENAH FOUNDRY CAST IRON 2\"X4\" TRUNCATED WARNING DOMES. BACKFILL EDGES WITH TOPSOIL, GRADE, AND SEED. EXISTING CURB TO REMAIN, SAWCUT TO CREATE ACCESSIBLE RAMP.

INSTALL TAPCO RRFB PEDESTRIAN CROSSING SIGNAGE, DIRECT BURY, PER QUOTE Q1818225. COORDINATE WITH CITY TO TRIM BRANCHES AS NECESSARY, FINAL LOCATION TO BE FIELD VERIFIED BY TAPCO REPRESENTATIVE.

STRIPED CROSSWALK PER MUTCD

NOTE: ALL GRADES MATCH EXISTING



KAPUR & ASSOCIATES, INC.
CONSULTING ENGINEERS
1711 W. FOUNTAIN BLVD
MILWAUKEE, WISCONSIN 53211
PHONE: 414.351.1000 FAX: 414.351.1117
WWW.KAPURENGINEERS.COM

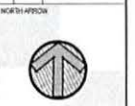
PROJECT
CROSSWALK

LOCATION
1305 ST. CLAIR AVENUE

CLIENT
SHEBOYGAN LEADERSHIP ACADEMY

RELEASE
CITY SUBMITTAL

NO.	DATE	DESCRIPTION



SCALE 1"=20'

SEAL

SHEET
SITE LAYOUT & GRADING

PROJECT MANAGER
PROJECT NUMBER
DATE

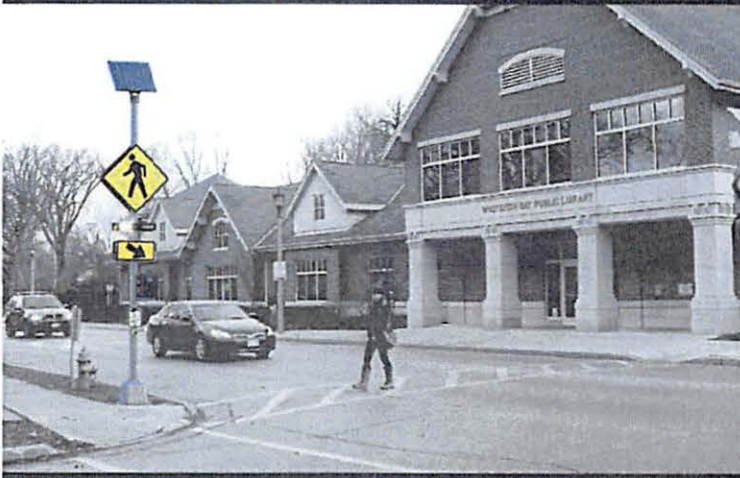
SHEET NUMBER
C100



RECTANGULAR RAPID FLASHING BEACON PEDESTRIAN CROSSWALK SYSTEMS

Rectangular Rapid Flashing Beacon (RRFB) Pedestrian Crosswalk Systems provide drivers real-time warning when pedestrians are in or about to enter an approaching crosswalk. This popular, MUTCD-compliant option heightens driver awareness in a variety of applications.

- School zone crossings
- Multilane uncontrolled crossings
- High-speed pedestrian crossings



FEATURES

- MUTCD-compliant
- WW+S (combination wig-wag and simultaneous) flash pattern
- Dimmable LEDs to reduce nighttime glare
- Optional pedestrian LED indicator notifies user of system activation
- XAV2-LED push button activation provides voice message
- BlinkerBeam® wireless communication simultaneously activates all systems



TOP-OF-POLE SYSTEMS

Top-of-pole self-contained control cabinet houses power supply for quick installation and clean appearance.



System includes:

- 20 watt solar panel
- 44Ah battery
- Universal pole mounting hardware

Benefits:

- Supports XAV2-LED push button activation
- Compact design allows for easy assembly onto new or existing poles
- No trenching or in-ground wiring required

SIDE-OF-POLE SYSTEMS

Side-of-pole control cabinet for easy access and flexible system configuration. Solar and 120vac power options available.



System includes:

- 55 watt solar panel
- 48Ah battery
- Stainless steel pole mounting hardware
- Additional solar panel, battery and mounting options available

Benefits:

- Mounts onto new or existing round, square or wood posts.
- Highly configurable for multiple applications
- Supports user-actuated and passive detection

RECTANGULAR RAPID FLASHING BEACON SOLUTIONS

ARRANGEMENT	ACTIVATION	POWER	TOP-OF-POLE SYSTEM PART NUMBERS	SIDE-OF-POLE SYSTEM PART NUMBERS
 SINGLE-SIDED	Bulldog	Solar	600165	600167
		AC	N/A	600169
	XAV2-LED	Solar	600164	600166
		AC	N/A	600168
 BACK-TO-BACK	Bulldog	Solar	600145	600147
		AC	N/A	600149
	XAV2-LED	Solar	600144	600146
		AC	N/A	600148

Yellow push button housing comes standard. Black push button housing is available upon request.
Black RRFB housing comes standard. Custom housing options are available upon request.

CAN'T FIND WHAT YOU'RE LOOKING FOR? CALL (800) 236-0112 NOW TO DISCUSS CUSTOM OPTIONS



**BULLDOG
PUSH BUTTON**



**XAV2-LED
PUSH BUTTON**



**WIRELESS
BOLLARD**



**BLINKERBEAM®
WIRELESS RADIO**

STANDARD ACTIVATION OPTIONS

BULLDOG PUSH BUTTON

Activated with less than two pounds of force, the Bulldog push button provides two-tone audible activation confirmation as well as visual confirmation. This popular activation options meets ADA, MUTCD and TAC requirements, and the housing components comply with NEMA specifications.

XAV2-LED PUSH BUTTON

The XAV2-LED push button provides an instructional sign, a push button with voice message and three yellow LEDs for visual activation confirmation. This full-featured push button has an optional locate tone that automatically adjusts to ambient sounds via a built-in microphone.

CUSTOM ACTIVATION OPTIONS

WIRELESS BOLLARD

Most commonly installed at wide or bicycle path crossings, vulnerable road users passively trigger RRFB Pedestrian Crosswalk System activation by passing through bollards placed outside of the crosswalk. The actuators are housed in anodized aluminum cabinets secured in concrete footings. The bollards are battery operated.

PRESENCE DETECTOR

Ideal for crosswalks where users aren't utilizing the available push button, the presence detector activates the RRFB Pedestrian Crosswalk System by using infrared and microwave technologies to provide precise presence and motion detection.

STANDARD COMMUNICATION OPTION

BLINKERBEAM® WIRELESS COMMUNICATION

Ideal for crosswalks fitted with multiple RRFB Pedestrian Crosswalk Systems, BlinkerBeam® controller radios simultaneously activate all systems upon pedestrian actuation. These high-output, compact controller radios have a low power draw, easy-to-use interface and are strategically placed within each control cabinet for quick access.

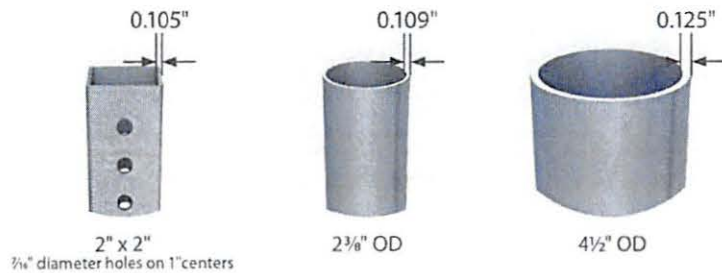
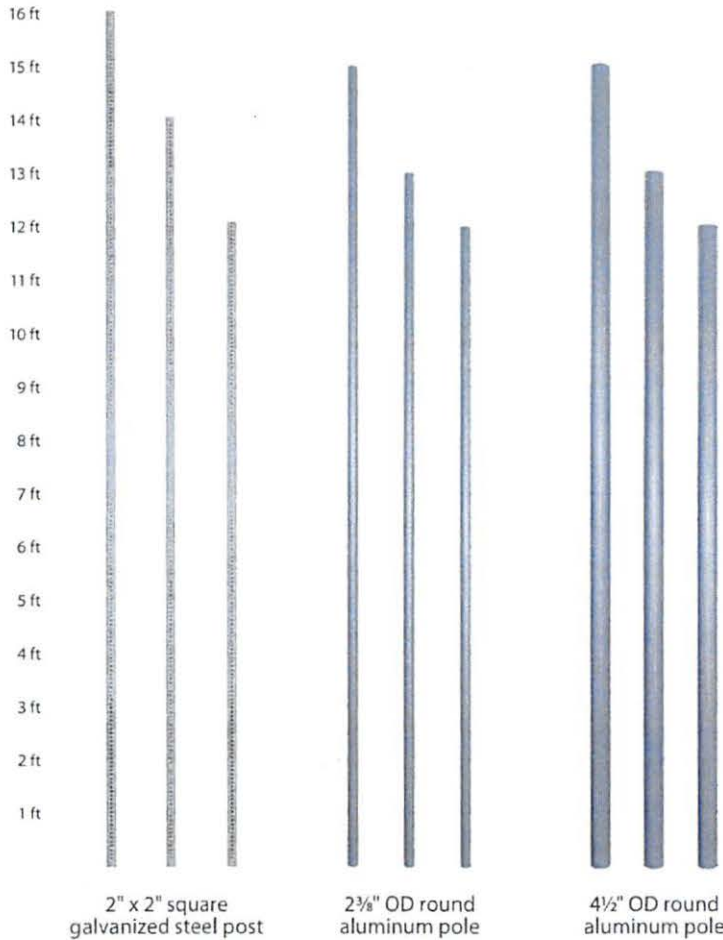
CUSTOM COMMUNICATION OPTION

BLINKLINK® CELLULAR MODEM

The optional BlinkLink® cellular modem connects RRFB Pedestrian Crosswalk Systems to BlinkLink® powered by TAPCO, an easy-to-use, cloud-based application cities utilize to remotely manage, schedule, control and monitor citywide intelligent warning systems.

RRFB POLE SELECTION

Pole configuration plays a crucial role in the design of your RRFB Pedestrian Crosswalk System, below are some of the most popular options.



CROSSWALK SIGN SELECTION

All signs are manufactured with Diamond Grade reflective sheeting to provide the highest level of visibility and retroreflectivity for maximum safety.

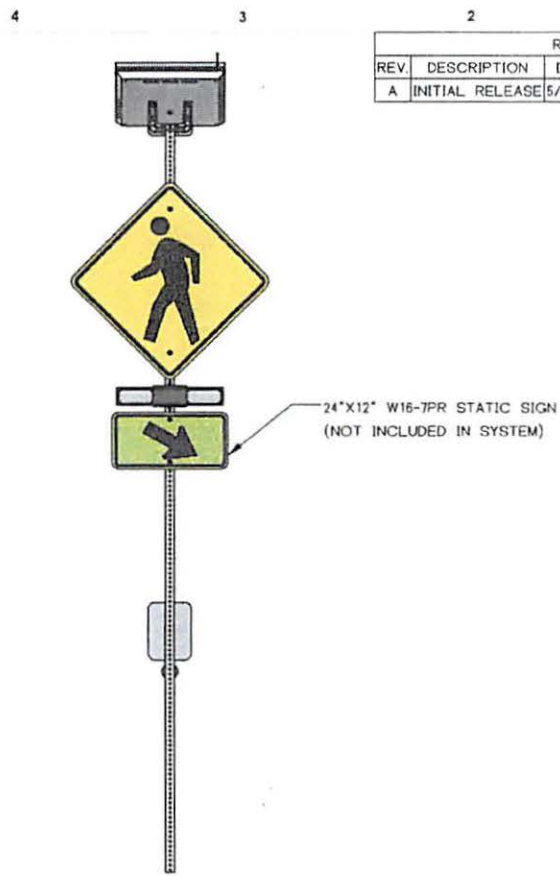
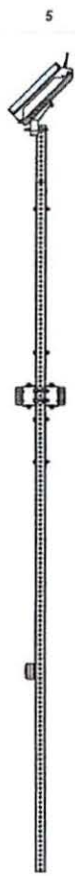
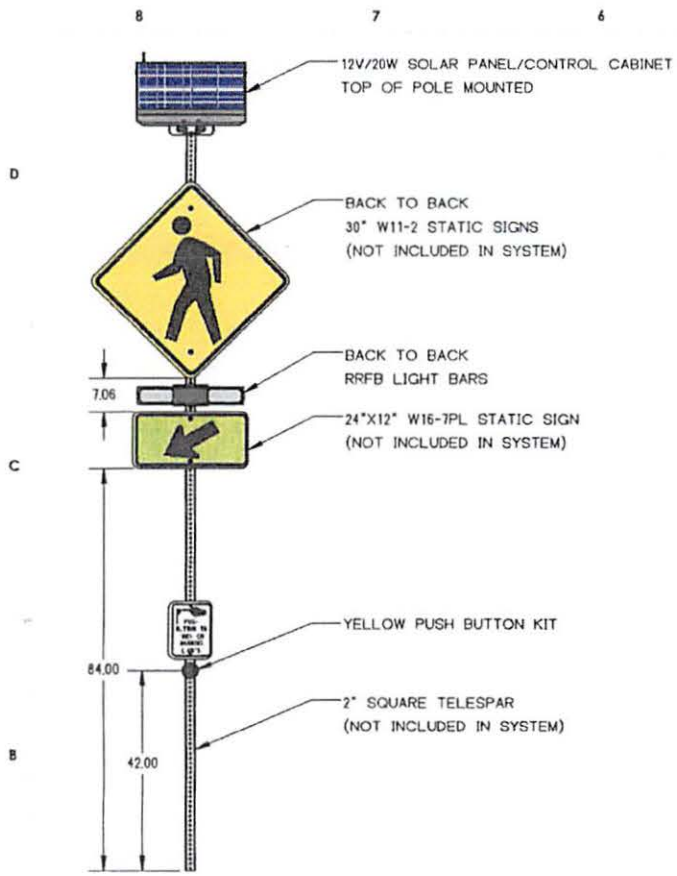
W11-2	Fluorescent Yellow Green	Fluorescent Yellow
Legend and reflective sheeting color		
Dimensions	24"W x 24"H	24"W x 24"H
Part Number	373-03671	116021
Dimensions	30"W x 30"H	30"W x 30"H
Part Number	373-05075	373-01499
Dimensions	36"W x 36"H	36"W x 36"H
Part Number	373-05076	105452

W11-15	Fluorescent Yellow Green	Fluorescent Yellow
Legend and reflective sheeting color		
Dimensions	24"W x 24"H	24"W x 24"H
Part Number	304082	116028
Dimensions	30"W x 30"H	30"W x 30"H
Part Number	304088	116029
Dimensions	36"W x 36"H	36"W x 36"H
Part Number	304094	116030

S1-1	Fluorescent Yellow Green
Legend and reflective sheeting color	
Dimensions	24"W x 23"H
Part Number	373-00787
Dimensions	30"W x 29.5"H
Part Number	373-05073
Dimensions	36"W x 35"H
Part Number	373-05074

W16-7pL	Fluorescent Yellow Green	Fluorescent Yellow
Legend and reflective sheeting color		
Dimensions	24"W x 12"H	24"W x 12"H
Part Number	373-01759	373-05060
Dimensions	30"W x 18"H	30"W x 18"H
Part Number	373-05066	373-05062

W16-7pR	Fluorescent Yellow Green	Fluorescent Yellow
Legend and reflective sheeting color		
Dimensions	24"W x 12"H	24"W x 12"H
Part Number	373-01757	373-05061
Dimensions	30"W x 18"H	30"W x 18"H
Part Number	373-05067	373-05063



2 1

REVISIONS				
REV.	DESCRIPTION	DATE	ECN #	AUTHOR/APPROVED
A	INITIAL RELEASE	5/7/2018	N/A	AK./JP.



A

NOTES:
1. ALL DIMENSIONS ARE FOR REFERENCE ONLY.

8 7 6

TAPCO
TRAFFIC & PARKING CONTROL CO., INC.

ENGINEER/PROJECT MANAGER

MATERIAL

FINISH

INTERPRET GEOMETRIC
TOLERANCING PER
ASME Y14.5-2009
REFERENCE

TOLERANCE UNLESS OTHERWISE SPECIFIED
HOLE \varnothing +.003

DEC. INCH

X ±.030

XX ±.015

XXX ±.008

ANGULAR +.05°

TITLE: RRFB, SOLAR 20/44, RADIO, TOP, DS, AMBER, PB, H/T
POLE X2

DESIGNED BY: TAPCO

DRAWN BY: A. KAVANAUGH 5/7/2018

CHECKED BY:

SIZE DWG. NO. **B** 600145

REV. WEIGHT: **A**

SCALE: 1/4"

PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF TAPCO. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF TAPCO IS PROHIBITED.

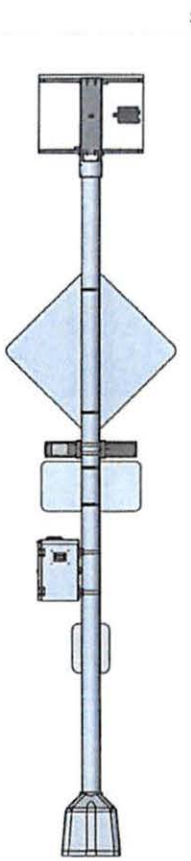
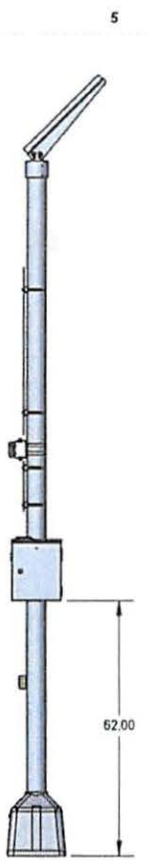
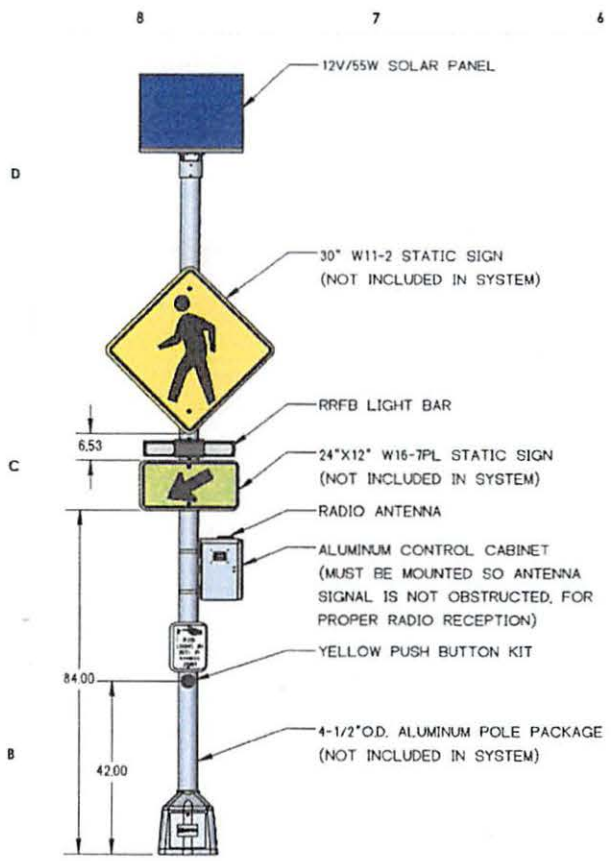
SHEET 1 OF 1

8 7 6 5 4 3 2 1

TAPCO SOLAR RRFB PEDESTRIAN CROSSWALK SYSTEM STANDARD 55W/48Ah SUBMITTAL PACKAGE

Comprehensive Submittal
Version 1.0

August 7, 2018



REVISIONS				
REV.	DESCRIPTION	DATE	ECN #	AUTHOR/APPROVED
A	INITIAL RELEASE	5/7/2018	N/A	. AK/J.P.



- NOTES:**
1. ORIENT SOLAR PANEL TOWARDS SOUTHERN SKY FOR MAXIMUM SOLAR EXPOSURE
 2. CONTROL CABINET HEIGHT MAY VARY.
 3. SNAP LOCKS ARE PROVIDED, STANDARD 3/4" S/S BANDING IS RECOMMENDED
 4. J-BOLTS NOT SHOWN
 5. ALL DIMENSIONS ARE FOR REFERENCE ONLY

TAPCO
Safe travels.

INTERPRET GEOMETRIC TOLERANCING PER ASME Y14.5-2009 REFERENCE:

TOLERANCE UNLESS OTHERWISE SPECIFIED
HOLE ϕ $\pm .003$
DEC. INCH
X ± 0.030
XX ± 0.015
XXX ± 0.005
ANGULAR $\pm .05^\circ$

TITLE: RRFB, SOLAR 55/48, RADIO, SOP, SS, AMBER, PB, H POLE X2

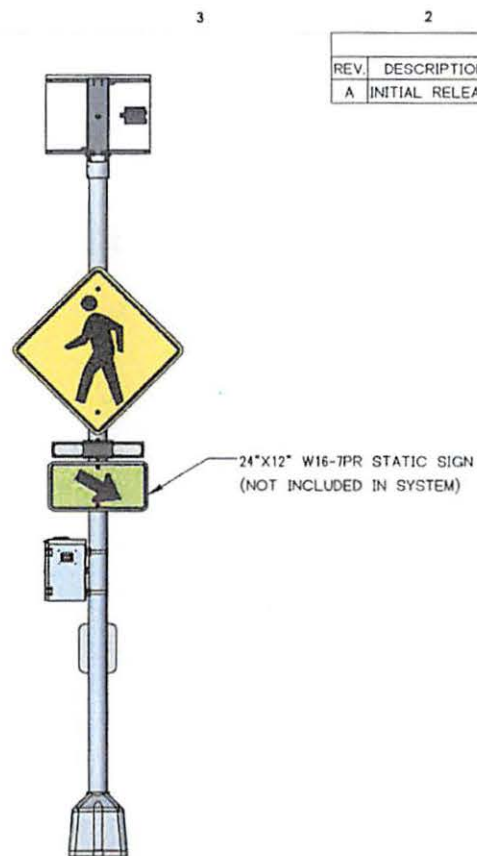
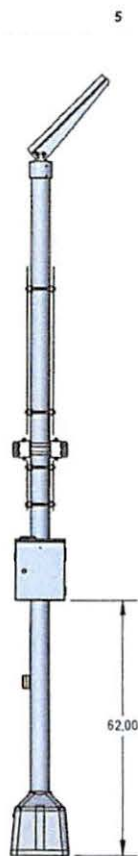
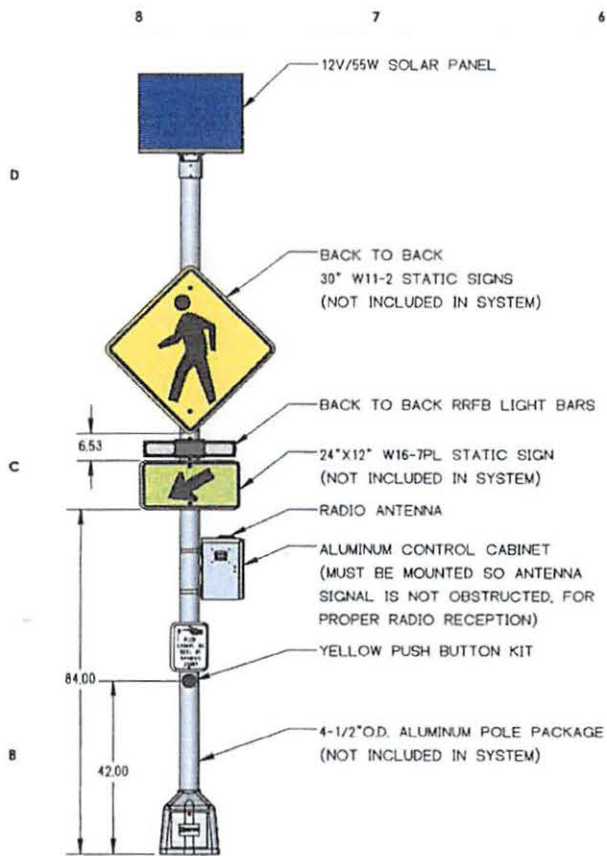
DESIGNED BY: TAPCO
DRAWN BY: A. KAVANAUGH 5/7/2018
CHECKED BY:

SIZE DWG. NO. REV WEIGHT
B 600167 A

SCALE: 1/8" = 1'-0"

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SHEET 1 OF 1



REVISIONS				
REV.	DESCRIPTION	DATE	ECN #	AUTHOR/APPROVED
A	INITIAL RELEASE	5/7/2018	N/A	AK/J.P.

- NOTES:**
1. ORIENT SOLAR PANEL TOWARDS SOUTHERN SKY FOR MAXIMUM SOLAR EXPOSURE
 2. CONTROL CABINET HEIGHT MAY VARY.
 3. SNAP LOCKS ARE PROVIDED, STANDARD 3/4" S/S BANDING IS RECOMMENDED
 4. J-BOLTS NOT SHOWN
 5. ALL DIMENSIONS ARE FOR REFERENCE ONLY

TAPCO
Safe travels.

MATERIAL

FINISH

INTERPRET GEOMETRIC
TOLERANCING PER:
ASME Y14.5-2009
REFERENCE

TOLERANCE UNLESS
OTHERWISE SPECIFIED

HOLE Ø	±.001
DEC	FRACTION
X	±0.010
XX	±0.015
XXX	±0.020
ANGULAR	±0.5°

TITLE: RRFB, SOLAR 55/48, RADIO, SOP, DS.
AMBER, PH, H POLE X2

DESIGNED BY: TAPCO
DRAWN BY: A. KAVANAUGH 5/7/2018
CHECKED BY:

SIZE DWG. NO.
B 600147

REV. WEIGHT:
A

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SCALE: 1/8"
SHEET 1 OF 1

8

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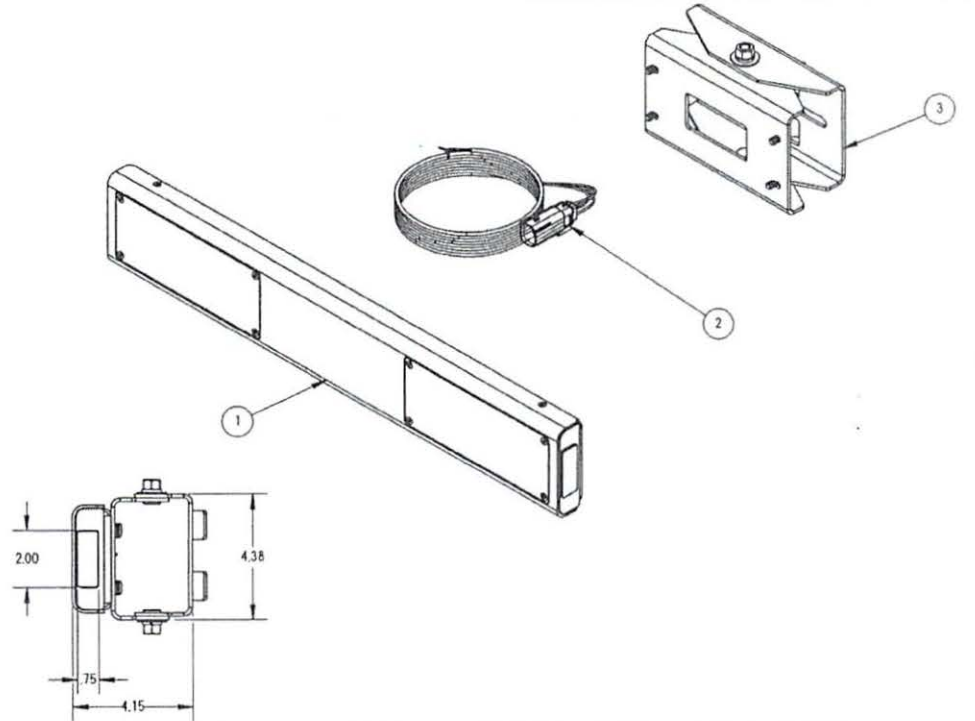
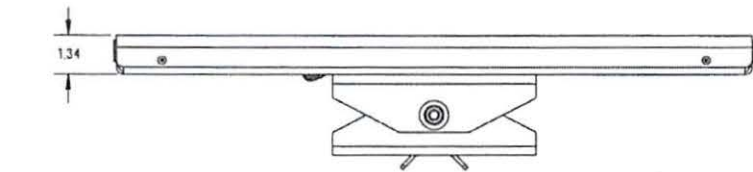
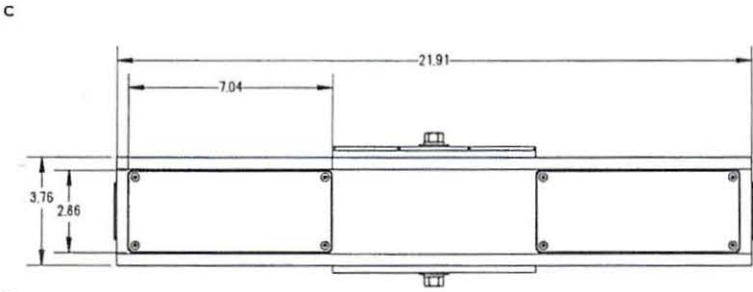
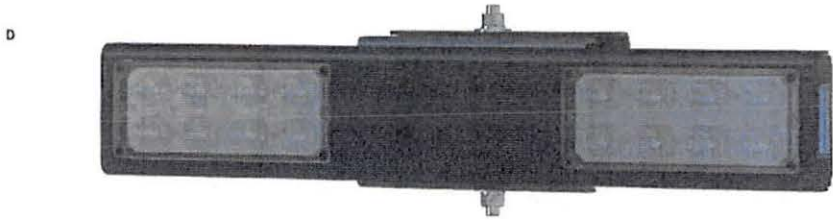
4

3

2

1

REVISIONS				
REV.	DESCRIPTION	DATE	ECN #	AUTHOR/APPROVED
A	INITIAL RELEASE	5/3/2018	N/A	AK./J.P.



ITEM NO.	PART NUMBER	DESCRIPTION	QTY.	UNITS
3	138079	BRACKET MOUNTING KIT, RRFB, ARTICULATING	1	EA
2	136760	WIRE HARNESS, RRFB, 10' OF 4C W/MOLEX CONNECTOR	1	EA
1	136761	RRFB - AMBER LIGHT BAR, ADD 136760 - WIRE HARNESS, 138079 - MOUNTING KIT	1	EA

TAPCO
Safe travels.

MATERIAL
FINISH

INTERPRET GEOMETRIC
TOLERANCING PER
ASME Y14.5-2009
REFERENCE

TOLERANCE UNLESS
OTHERWISE SPECIFIED
HOLE \varnothing $\pm .003$
DEC. INCH
X ± 0.010
XX ± 0.015
XXX ± 0.025

ANGULAR $\pm 0.5^\circ$

TITLE: RRFB-XL2™ ASSEMBLY WITH UNIVERSAL MOUNTING KIT

DESIGNED BY: TAPCO
DRAWN BY: A. KAVANAUGH 5/2/2018
CHECKED BY: J. PATTERSON 5/3/2018

SIZE DWG. NO. B 138089

REV. WEIGHT: A SCALE: 14

PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF TAPCO. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF TAPCO IS PROHIBITED. SHEET 1 OF 1

8

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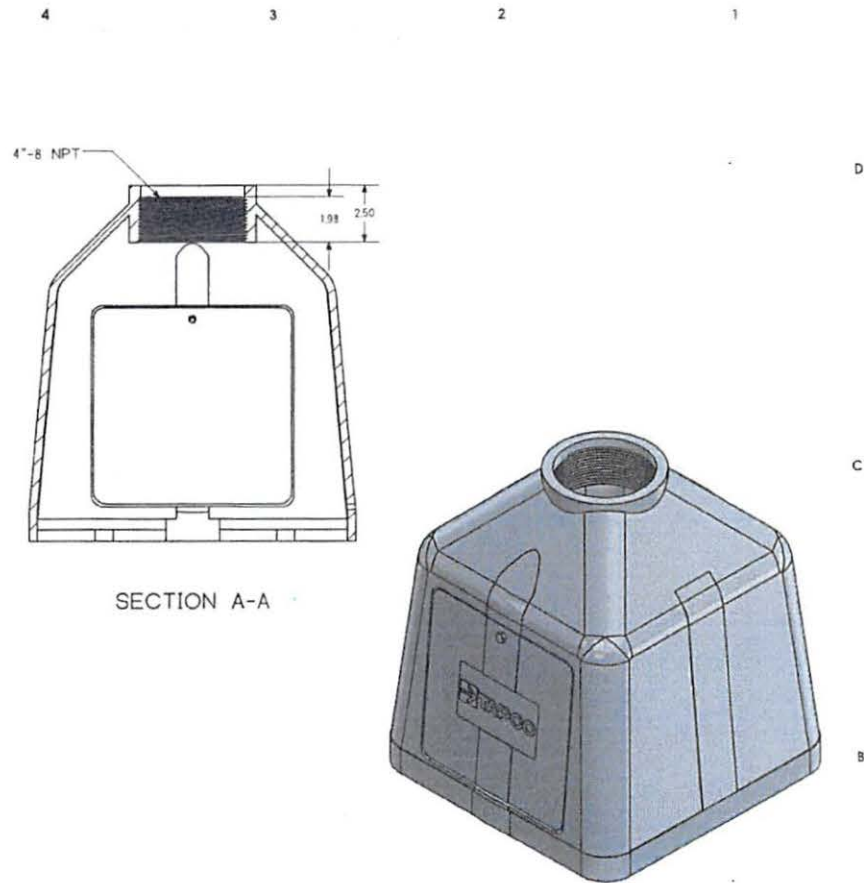
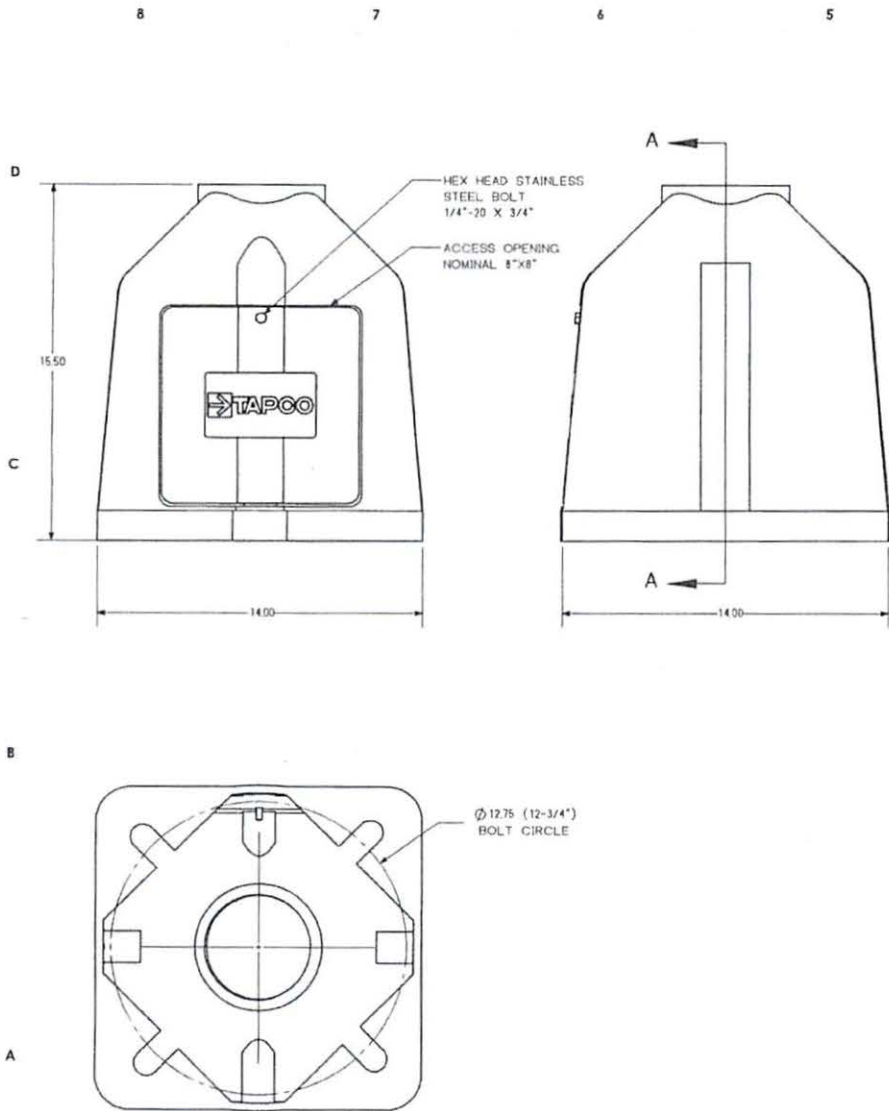
5

4

3

2

1



TAPCO
Safe travels.

UNLESS OTHERWISE SPECIFIED IN THESE DIMENSIONS OR OTHERWISE SPECIFIED IN THE FOLLOWING TITLES (DIMENSIONS IN PARENTHESES)

MATERIAL	CAST ALUMINUM	INTERPRET GEOMETRIC TOLERANCING PER ASME Y14.5-2009
FINISH	RAW	REFERENCE

TOLERANCE UNLESS OTHERWISE SPECIFIED	TITLE	SIZE	DWG. NO.	REV.	WEIGHT
HOLE Ø ± .003	203-00014: FRANGIBLE ALUMINUM PEDESTAL BASE	B	2TE-537	A	SCALE 1:5
DEC. MM ± 0.762 ± 0.100	DESIGNED BY: A. KAVANAUGH 1/27/2015				
X ± 0.381 ± 0.030	DRAWN BY: M. SMITH 1/27/2015				
XX ± 0.015 ± 0.015	CHECKED BY:				
XXX ± 0.0127 ± 0.0005					
ANGULAR ± 0.5°					

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STORAGE SIZE

SHEET 5 OF 6

8 7 6 5 4 3 2 1

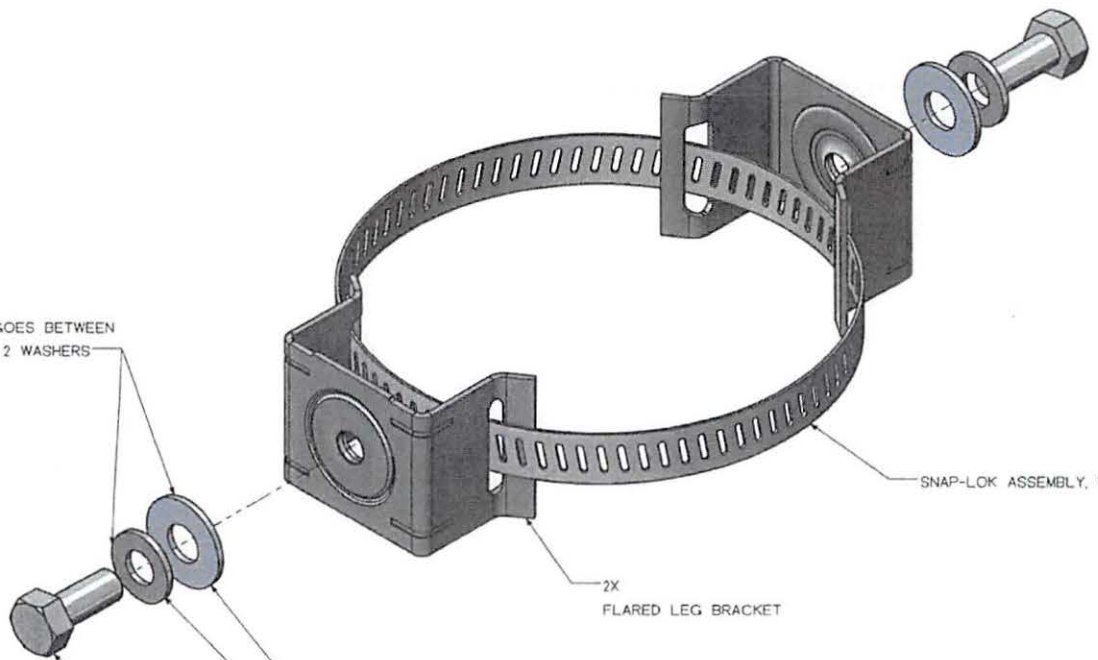
D

C

B

A

SIGN GOES BETWEEN THESE 2 WASHERS



SNAP-LOK ASSEMBLY, WORM CLAMP BRACKET

2X
FLARED LEG BRACKET

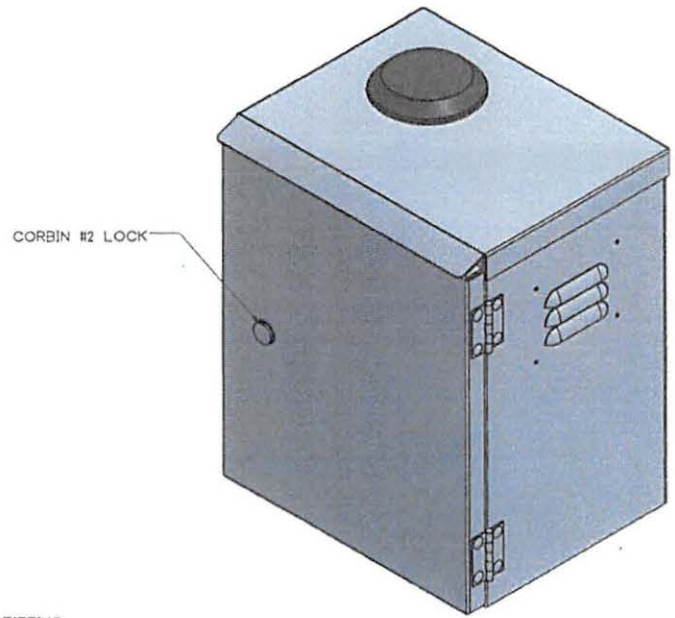
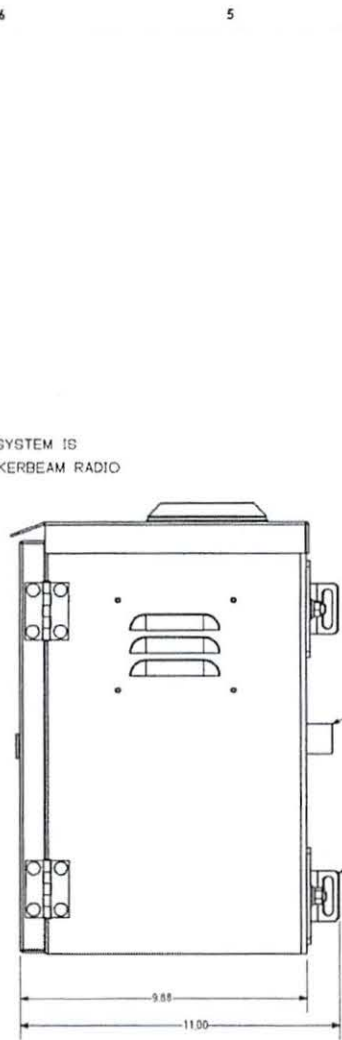
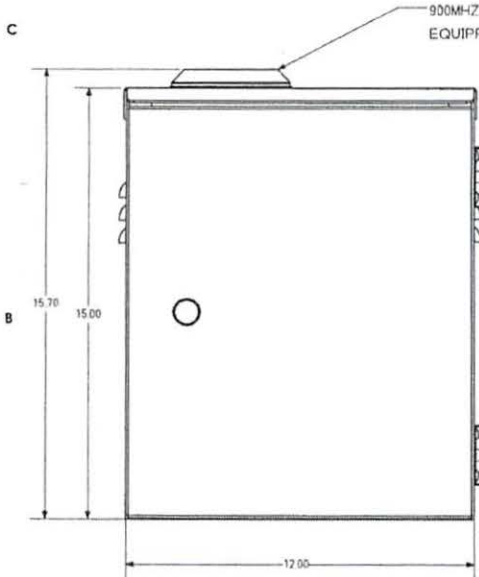
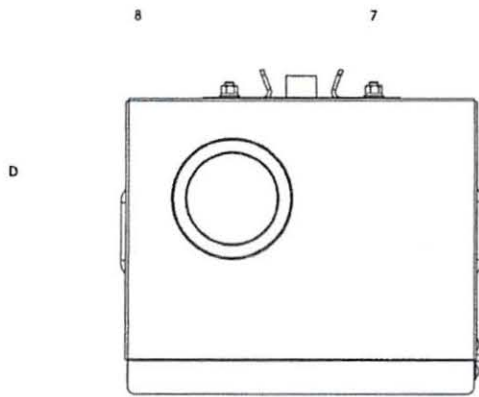
2X
2X
FLAT WASHER 5/16ID X 3/4OD S/S
NYLON WASHER 5/16 X 1/8 OD

2X
5/16-18X3/4 HEX BOLT S/S

KIT CONTAINS DOUBLE OF EACH COMPONENT SHOWN HERE

		<small>SALES/REPRESENTATION IN NEW ENGLAND/SEASIDE BRANCHES SEE KAVANAUGH FORM TQ0000000000</small>	
Safe travels.		MATERIAL: STAINLESS STEEL	INTERPRET GEOMETRIC TOLERANCING PER: ASME Y14.5-2009
		FINISH: RAW	REFERENCE:
TOLERANCE UNLESS OTHERWISE SPECIFIED HOLE \varnothing $\pm .003$		TITLE: 107265: SIGN MOUNTING KIT, BANDED, FLARED LEG, STANDARD, FOR STATIC SIGNS	
DEC MM INCH X ± 0.182 ± 0.100 XX ± 0.381 ± 0.030 XXX ± 0.576 ± 0.015 XXXX ± 0.9127 ± 0.0005	DESIGNED BY: A. KAVANAUGH DRAWN BY: A. KAVANAUGH 1/27/2015 CHECKED BY: M. SMITH 1/27/2015	SIZE DWG. NO: B 2TE-537	STORAGE SIZE: REV. WEIGHT: A SCALE: 1:1
PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF TAPCO. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF TAPCO IS PROHIBITED.			
		SHEET 5 OF 8	

8 7 6 5 4 3 2 1



TAPCO
Safe travels.

5052-432 ALUMINUM 890 THICK
FINISH: RAW

INTERPRET GEOMETRIC TOLERANCING PER: ASME Y14.5-2009

TOLERANCE UNLESS OTHERWISE SPECIFIED
HOLE Ø ±.003

DEC.	MM	INCH
X	±0.762	±0.030
XX	±0.381	±0.015
XXX	±0.076	±0.015
XXXX	±0.0127	±0.0005
ANGULAR	±0.5°	

TITLE: VENTED ALUMINUM CONTROL CABINET ASSEMBLY

DESIGNED BY: A. KAVANAUGH 1/27/2015
DRAWN BY: A. KAVANAUGH 1/27/2015
CHECKED BY: M. SMITH 1/27/2015

SIZE: B DWG. NO: 500029
REV: A WEIGHT: SCALE: 1:4

STORAGE SIZE: REFERENCE: SHEET 6 OF 8

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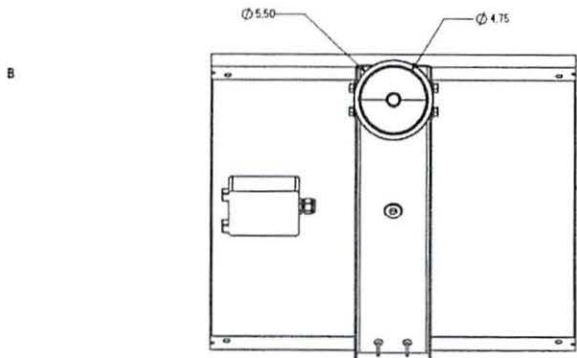
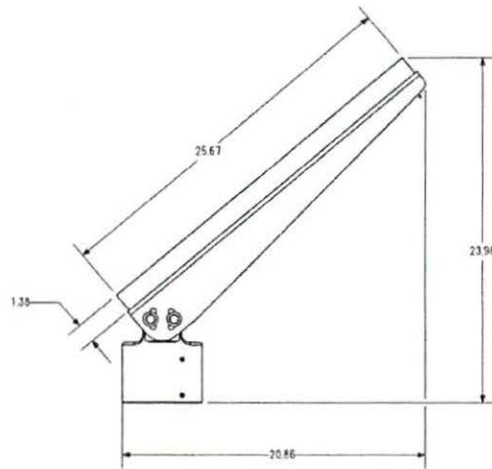
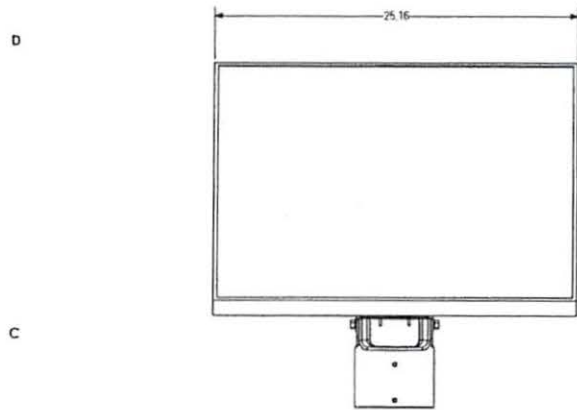
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1

REVISIONS				
REV.	DESCRIPTION	DATE	PCN #	AUTHOR/APPROVED
A	RELEASED FOR SALES SUBMITTAL	6/7/2016	N/A	AK/JP



TAPCO
Safe travels.

ENGINEERED TO MEET ALL REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM CODE (NFPA)
MATERIAL: FINISH: INTERPRET GEOMETRIC TOLERANCING PER: ASME Y14.5-2009
REFERENCE:

TOLERANCE UNLESS OTHERWISE SPECIFIED: HOLE ϕ \pm .003
 DEC. MM INCH
 X \pm .2540 \pm 0.100
 KK \pm 0.762 \pm 0.030
 XXX \pm 0.381 \pm 0.015
 XXXX \pm 0.0127 \pm 0.0005
 ANGULAR \pm .65°
 TITLE: 55W/12V SOLAR PANEL PACKAGE TOP OF POLE MOUNT 4.5 DIA.
 DESIGNED BY: DRAWN BY: A. KAVANAUGH 6/7/2016
 CHECKED BY: J. PATTERSON 6/7/2016
 SIZE DWG. NO. B 2TE-743
 STORAGE SIZE: REV. WEIGHT: A SCALE: 1:1
 PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF TAPCO. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF TAPCO IS PROHIBITED.
 SHEET 1 OF 1

- NOTES:**
- ORIENT SOLAR PANEL TOWARDS SOUTHERN SKY FOR MAXIMUM SOLAR EXPOSURE
 - SOLAR PANEL ANGLE CAN BE ADJUSTED TO MEET SPECIFIC LOCATION SOLAR REQUIREMENT

8

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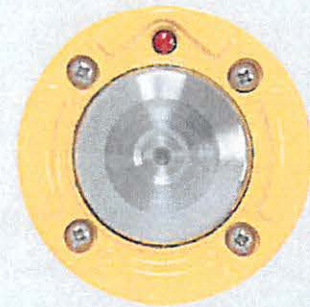
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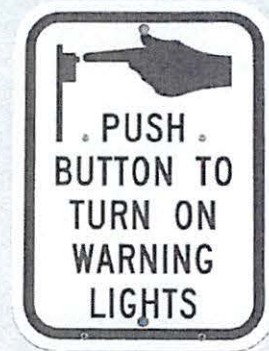
BULLDOG PUSH BUTTON

SPECIFICATIONS

POWER INPUT	12 to 36VDC (from control circuit)
PUSH BUTTON	Vandal resistant, ADA compliant
ACTIVATION CONFIRMATION	Red LED and beep confirmation activated when push button is pressed
INSTRUCTIONAL SIGN	9" x 12"; retroreflective sheeting with tamper-resistant mounting screws. Sold separately (PN: 100202)
OPERATING FORCE	3 pounds maximum
PEAK CURRENT DRAW	~350mA
BUTTON ENCLOSURE	Aluminum, powder coated
BUTTON MATERIAL	316 stainless steel
INSTALLATION	2 holes on 2.0" centers, tapped ¼-20 plus ½" or larger hole for wire access
PUSH BUTTON OUTPUT	Driven low to ground when the push button is pressed
OPERATING TEMPERATURE RANGE	-30°F to 165°F (-34°C to 74°C)
DIMENSIONS	3.4" W x 0.9"H x 0.9"D



BULLDOG PUSH BUTTON



R10-25 SIGN
PN 100202



BLINKERBEAM[®] WIRELESS RADIO

SPECIFICATIONS

POWER INPUT	5VDC
INPUT	1 digital input, micro USB
OUTPUTS	2 digital output lines, host serial lines for OTA serial
PROGRAMMABILITY	Locally using USB port or front-mounted joystick
LCD DISPLAY	4 lines at 21 characters per line
OPERATION POWER MODES	3 levels available, 0.25, 0.5 or 1 watt
CONNECTIVITY	Activates warning LEDs concurrently
FREQUENCY	License free 900 MHz Frequency Hopping Spread Spectrum with 10 different RF patterns to prevent interference between collocated radio systems
RANGE	900 feet or longer with optional antenna
SERIAL DATA RATE	19,200Baud
STATUS LEDS	Red, green, yellow, amber
FCC ID	2ANWN-02ANWN
AVAILABLE ANTENNAS	6dBi Omni - Fiberglass 3dBi Omni Whip - RPSMA 3dBi Omni Low Profile 10.64dBi Yagi
OPERATING TEMPERATURE	-40°F to 176°F (-40°C to 80°C); less than 90% RH
DIMENSIONS	3.2"W x 3.7"H x 2.5"D



(800) 236-0112

TAPCOnet.com

IWS CONTROLLER

SPECIFICATIONS

POWER	6V and 12VDC with power indicator light
INPUTS	2 digital inputs
OUTPUTS	2x two-channel (able to drive two warnings per output)
PROGRAMMABILITY	Locally using serial input (RS232) or remotely using BlinkLink® via cell modem
PROGRAM ACTIVATION OPTIONS	24/7, Dusk 'til Dawn, BlinkLink® Scheduling, Time Clock, Custom Input
LED-WARNING CONTROL COMPATIBILITY	BlinkerSign®, BlinkerBeacon™, RRFB-XL2™
DIMMABILITY	Auto-adjustable via solar panel (6V systems) Auto-adjustable via photocell sensor (12V systems)
INTERNAL SYSTEM CLOCK	Integrated with on-board battery backup
SELF-DIAGNOSTIC CAPABILITY	Internal temperature monitor
DAYLIGHT SAVING TIME	User programmable
OPERATING TEMPERATURE RANGE	-40°F to 176°F (-40°C to 80°C)
ENCLOSURE	IP67 rated
ENCLOSURE DIMENSIONS	3.2"W x 3.7"H x 2.5"D



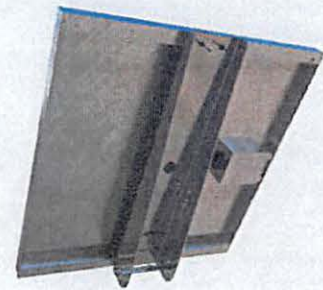
SOLAR PANEL 55W

SPECIFICATIONS

POWER	55W minimum
NOMINAL VOLTAGE	12V
OPEN CIRCUIT VOLTAGE	22.1V
SHORT CIRCUIT CURRENT	3.31A
MAXIMUM POWER VOLTAGE	18.18V
MAXIMUM POWER CURRENT	3.1A
GLASS	Tempered
FRAME	Anodized aluminum
JUNCTION BOX	IP65, UL94-5VA material
WEIGHT	14 pounds
MOUNTING HARDWARE	Various options available
OPERATING TEMPERATURE RANGE	-40°F to 194°F (-40°C to 90°C)
DIMENSIONS	25"W x 26"H x 1.5"D



FRONT



BACK

BATTERY 48Ah

SPECIFICATIONS

VOLTAGE	12V
CAPACITY AT C/100	48Ah
OPERATING TEMPERATURE RANGE	-76°F to 140°F (-60°C to 60°C)
VENT	Self sealing
TERMINAL	Insert with 1/4"-20 Round Hole
WEIGHT	32 pounds
DIMENSIONS	7.76"L x 6.62"W x 6.87"H
NON-SPIILABLE	As defined by Department of Transportation, International Commercial Airline Organization and International Airline Transport Association definitions





TAPCO RRFB-XL2™ CAPACITY RATINGS

RATED EQUIPMENT

TAPCO RRFB CONTROLLER ASSEMBLY:

Solid State Flash Controller	Back-to-Back RRFB-XL2™ Light Bars
Solar Charge Regulator	BullDog Push Button
900MHz BlinkerBeam® Wireless Radio	55W 12V Solar Panel
	48Ah 12V VRLA Battery

MAXIMUM DAILY ACTIVATIONS PER REGION

- Northern Climates - Up to 1,000 Activations Per Day
- Central Climates - Up to 1,700 Activations Per Day
- Southern Climates - Up to 3,400 Activations Per Day

GENERAL LOCATION	DAILY ACTIVATIONS (20 SECONDS EACH)	RATED AUTONOMY (DAYS)	GENERAL LOCATION	DAILY ACTIVATIONS (20 SECONDS EACH)	RATED AUTONOMY (DAYS)
NORTHERN LATITUDES	100	38	SOUTHERN LATITUDES	1800	7
	200	31		1900	7
	300	25		2000	6
	400	22		2100	6
	500	19		2200	6
	600	17		2300	5
	700	15		2400	5
	800	14		2500	5
	900	13		2600	5
	1000	12		2700	5
CENTRAL LATITUDES	1100	11		2800	5
	1200	10		2900	4
	1300	9		3000	4
	1400	9		3100	4
	1500	8		3200	4
	1600	8		3300	4
	1700	7		3400	4

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the City of Sheboygan to accept from the Sheboygan Leadership Academy a mid-block crosswalk located at St. Clair Avenue between N. 14th Street and N. 13th Street, the design and construction of which was administered and paid for by the Sheboygan Leadership Academy with the approval of Department of Public Works.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: May 23, 2019

MEETING DATE: May 28, 2019

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS: The Sheboygan Leadership Academy is located at 1305 St. Clair Avenue. The Sheboygan Leadership Academy moved to this location in 2012. Currently, the property located on the Northside of St. Clair Avenue directly across the street from the Sheboygan Leadership Academy is owned and used by the Sheboygan Leadership Academy. This property is used as the playground for the school. From my discussions with the school staff groups of students cross the street to and from the school/playground eight times a day. Due to this heavy pedestrian traffic, the Sheboygan Leadership Academy is requesting a mid-block crosswalk which would be a connection to and from the school/playground area.

STAFF COMMENTS: The Sheboygan Leadership Academy hired the engineering consulting firm, Kapur & Associates, to design the proposed mid-block crosswalk. City staff has reviewed the mid-block design and has approved the design and supports the mid-block crosswalk. It will be the responsibility of the Sheboygan Leadership Academy to have the mid-block crosswalk constructed to ADA, MUTCD and industry standards. Prior to the construction of the mid-block crosswalk, the owner/contractor must get all necessary permits for working in City Right of Way. Before the mid-block crosswalk is activated and accepted by the City of Sheboygan an **as-built** drawing with field verified elevations must be submitted to the Department of Public works verifying that the crosswalk is constructed to industry standards as stated above. This drawing must be submitted and verified/stamped from a licensed Professional Engineer.

ACTION REQUESTED: Motion to recommend the Common Council approve the Res. No. 32-19-20 authorizing the City of Sheboygan to accept from the Sheboygan Leadership Academy a mid-block crosswalk located at St. Clair Avenue between N. 14th Street and N. 13th Street, the design and construction of which was administered and paid for by the Sheboygan Leadership Academy with the approval of Department of Public Works.

ATTACHMENTS:

- I. Res. No. 32-19-20

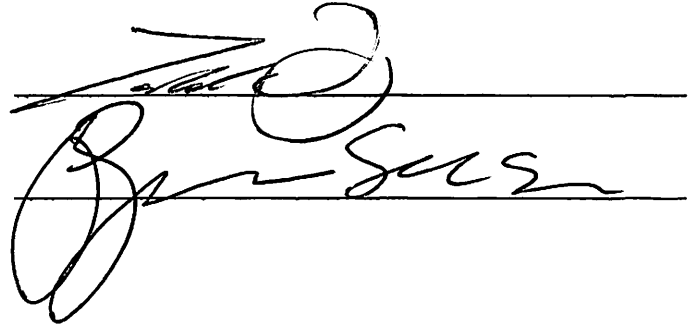
III

4.17

Res. No. 33 - 19 - 20. By Alderpersons Wolf and Sorenson. May 20, 2019.

A RESOLUTION authorizing the appropriate City officials to execute the Mangement Services Agreement between the City of Sheboygan and EOS Recreation LLC regarding the Quarry Park.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Management Services Agreement with EOS Recreation LLC in form substantially similar to the attached.



Two handwritten signatures are present, each written over a horizontal line. The top signature is more stylized and appears to be 'Wolf', while the bottom signature is more cursive and appears to be 'Sorenson'.

Public works

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

MANAGEMENT SERVICES AGREEMENT

THIS MANAGEMENT SERVICES AGREEMENT (this "Agreement") is made and entered into effective this _____ day of _____, 2019 (the "Effective Date"), by and between the City of Sheboygan, a municipal corporation of the State of Wisconsin (the "City"), and EOS Recreation LLC ("Manager"), collectively, the "Parties."

RECITALS

WHEREAS, the City owns Quarryview Park, a public park located at 3401 Calumet Drive, Sheboygan, Wisconsin (the "Quarry Park"); and

WHEREAS, the City finds that the Quarry Park beach, water areas and Quarryview Community Center located in Quarry Park are feature-rich assets which have been historically underutilized by the public; and

WHEREAS, Manager desires to provide certain management services at Quarry Park, and the City is willing to have Manager provide certain management services at Quarry Park; and

WHEREAS, Manager desires to manage and operate the Quarry Park beach, water areas, the Quarryview Community Center and other ancillary areas for the City (hereinafter known as the "Quarry"); and

WHEREAS, the City desires to turn over to Manager the operation and management of the Quarry for the summer season; and

WHEREAS, subject to the terms and conditions hereof, City desires to engage the Manager, and the Manager desires to be engaged, to provide personnel and certain management services to the Quarry in connection therewith.

NOW, THEREFORE, in consideration of the Recitals herein set forth and the mutual promises made herein, the sufficiency of which is acknowledged by the Parties hereto, it is hereby agreed as follows:

ARTICLE I
ENGAGEMENT OF MANAGER; THE SERVICES

1.1 Engagement of Manager. Subject to the terms and conditions of this Agreement, City hereby engages Manager, and Manager hereby accepts such engagement, to provide the Services (as defined below) at the Quarry, within the area identified in Exhibit "A" attached hereto. In addition, City agrees to provide Manager access to the public parking lot at the Quarry for its operations. Manager shall have access to property beginning the later of the Effective Date and May 25, 2019 and ending September 16, 2019.

1.2 The Services. The Manager shall provide the City with, or make arrangements for the delivery to City of, the following services during the term of this Agreement, all at no cost to the City (collectively, the "Services"):

(a) Provide management expertise and consulting services with respect to recommending and implementing improvements to the Quarry facilities, programs, offerings and attractions;

(b) Manage and operate all aspects of the Quarry and the Quarryview Community Center, including, without limitation, staffing, reservations, reception, concessions, sales, bookkeeping, administration, marketing, advertising and promotion;

(c) Manager shall be responsible for all day-to-day expenses and normal maintenance involved with operations. Manager shall finance all personnel, operations and the proposed new equipment involved with its operations;

(d) Manage and coordinate recreational programs, facilities and equipment for Quarry users. Select and provide products appropriate for the different water depths in the Quarry, as well as different demographic groups. Select and provide site amenities to enhance guest comfort and create a unique destination that will broaden Quarryview Park's appeal and stimulate repeat visits;

(e) Hours of operation for the Quarry beach, open to the public for a daily admission fee shall be 11 a.m. to 5 p.m., seven days per week from the later of the Effective Date and June 3, 2019 and ending September 2, 2019. Hours of

operations and dates of opening and closing can be altered with the approval of both Parties. The City's Superintendent of Parks and Forestry shall have the authority to consent to alterations under this paragraph on behalf of the City;

(f) Manager shall provide an on-site manager and two to ten additional staff members depending on weather, capacity and planned events;

(g) Manager shall provide such other services incidental to the operations of the City's Quarry and Quarryview Community Center as may be reasonably requested by City from time to time; and

(h) Manager shall institute and maintain reasonable safety measures and procedures to include, but not be limited to the following:

(i) Utilize inflatable safety buoys to segregate the shallow-water free zone from any pay-for-play areas;

(ii) Require all users to pass a swim test and receive a wristband as an identifier to use any deep water activity area;

(iii) Require lifejackets and wristbands for all activities in deep water areas, including stand-up paddleboards, pedal boats and kayaks;

(iv) Utilize the existing dock also for the safety stations.

1.3 Scope. The scope of the Services under this Agreement may be enlarged, reduced, or altered from time to time by mutual agreement of the Parties and written amendment of this Agreement. The City shall be responsible for any agreed-upon capital improvements, major site cleanup, and major repairs required on existing facilities and structures.

1.4 Personnel.

(a) Manager shall provide all personnel reasonably necessary for Manager to perform the Services. Such personnel shall at all times be employees or contractors of Manager (collectively, the "Personnel"). Manager, in its sole discretion, shall be responsible for all aspects of the hiring and employment of its employees, including, without limitation,

retirement and welfare plans, conduct policies, workers compensation insurance and compensation. To the extent permitted by law, Manager shall conduct criminal background checks on all prospective hires and condition employment on successful passage of drug screen.

(b) To the extent permitted by law, the City shall have the right, at any time upon at least fourteen (14) days' notice to Manager, to declare any Personnel no longer eligible to perform the Services for City under this Agreement.

(c) Manager may from time to time delegate its obligations hereunder to any person. City reserves the right to approve or disapprove any such delegation.

(d) All of Manager's employees shall undergo a thorough orientation and training program, with key emphasis on customer service skills and safety. All employees shall possess and maintain appropriate licensing and/or certification.

ARTICLE II COVENANTS OF MANAGER

2.1 Compliance with Law. Manager will use commercially reasonable efforts to assure that the Services are performed in compliance with the requirements of all applicable laws, statutes, ordinances, rules, regulations, or orders of any governmental authorities or regulatory bodies having jurisdiction over Manager or City.

2.2 Ownership of Records, Licenses and Systems.

(a) All reports, documents and other information generated solely pursuant to the Services herein or relating solely to the operation of the Quarry and the Quarryview Community Center shall be the property of City.

(b) All business records, documents and other information generated by Manager which may pertain to the Services but which are generated pursuant to or relating to the operation of Manager shall remain the property of Manager.

(c) Software licenses, licenses, permits, procedures, processes and systems generated by or purchased by Manager and used in connection with this Agreement shall be the property of Manager, unless otherwise agreed to in writing by Manager and City.

(d) Software licenses, licenses, permits, procedures, processes and systems generated by or purchased by City and used in connection with this Agreement shall be the property of City, unless otherwise agreed to in writing by Manager and City.

2.3 Access to Records and Facilities. The Manager shall make available to the City, its agents and attorneys, at all times during normal business hours, all records and other information described in Section 2.2 hereof which relate to Services under this Agreement. The Manager shall promptly respond to any questions from the City with respect to such records and shall confer with the City at all reasonable times, upon request, concerning the operations of the Quarry (including the Quarryview Community Center). In addition, the City or the City's officers or designated agents shall have the right at any reasonable time or interval to examine Manager's books of account for the Quarry or any portion thereof. Manager acknowledges that certain of its records may be subject to disclosure under applicable public record laws.

2.4 Insurance.

(a) Manager agrees, at its sole cost and expense, to obtain and maintain commercial general liability insurance coverage in an amount not less than \$2,000,000 with respect to its operation of the Quarry, for the benefit of both the City and Manager and agrees to name the City as additional insured.

(b) Each party shall obtain and maintain property insurance coverage on their respective assets.

2.5 Performance Standards. The Manager shall undertake all of the Services in accordance with the reasonable performance standards established by City for the Services.

ARTICLE III
FEES AND PAYMENT

3.1 Manager shall pay to the City a fee of \$1.00 for making the facilities available. Manager shall be entitled to retain all of the proceeds which it generates from the operation of the Quarry and the Quarryview Community Center under this Agreement.

ARTICLE IV
RELATIONSHIP OF THE PARTIES

4.1 Independent Parties. Nothing in this Agreement shall be construed to constitute any party as a partner, agent or joint venturer of the other party. Neither party shall make any contract or representation, or incur any liability or obligation whatsoever, on behalf or in the name of the other party, except as set forth in this Agreement, or as may be stated otherwise in other agreements between the Parties. Except as otherwise provided herein, each party shall be responsible for its own operational expenses incurred in the performance of this Agreement.

4.2 Nonassumption of Liabilities. Neither party shall, by entering into and performing this Agreement, assume or become liable for any of the existing or future obligations, liabilities, or debts of the other party.

ARTICLE V
HOLD HARMLESS

5.1 Indemnification. Manager agrees that it shall hold harmless and defend and indemnify the City from and against any and all claims, liabilities, losses, damages or expenses (including reasonable attorneys' fees and expenses), which may arise during the term of this use as a result of the use and/or occupancy of the premises by its officers, agents and employees, or others acting by, through or under the express or implied authority of Manager including, but not limited to, any such claims, liabilities, losses, damages or expenses which may arise as a result of any personal injury, death or property damage occurring on or about the premises, except to the extent caused by the negligence or willful misconduct of the City. City agrees to defend, indemnify and hold harmless Manager and its shareholders, directors, officers, employees, and agents against any and all claims, lawsuits, settlements, judgments, costs, penalties, and expenses, including reasonable attorneys' fees and costs of investigation, resulting from, or arising out of, or in connection with any claim made as a result of the City's ownership of the Quarry unrelated to the Services set forth in this agreement, provided, however, that the City shall not defend, indemnify or hold Manager harmless from and against, and Manager shall not be exculpated from any claim, action, damage, expense, loss or liability directly or indirectly caused by or arising from bad faith recklessness, gross negligence, gross misconduct or willful misconduct of Manager, or arising out of

any breach of representations or any of its obligations pursuant to this Agreement. The Parties shall notify each other of the existence of claims relating to the Quarry or the services provided under this Agreement and shall cooperate with each other in defense of third-party claims.

ARTICLE VI
TERM AND TERMINATION

6.1 Term. This Agreement shall commence upon the Effective Date and continue in full force and effect during the 2019 summer swimming season at the Quarry, ending on or about the end of the Labor Day weekend, but in no event later than September 16, 2019. This Agreement may be renewed upon written agreement of the Parties, subject to such terms and modifications as the Parties may agree.

6.2 Termination for Cause. This Agreement may be terminated at any time for cause by the party indicated below upon fifteen (15) days' written notice to the other party:

(a) Bankruptcy. By either party, if the other party shall file a voluntary petition in bankruptcy, make a general assignment for the benefit of creditors, or take advantage of any insolvency law.

(b) Breach. By either party, if the other party shall default in the performance of this Agreement and the default shall continue for a period of fifteen (15) days after written notice to the other party stating specifically the default.

(c) Transfer of Business. By City, if Manager shall be acquired by, or transfer substantially all of its assets or business to, any third party.

6.3 Termination for Convenience. This Agreement may be terminated at any time for any reason by either party upon forty-five (45) days' written notice to the other party.

6.4 Effect of Termination or Expiration.

(a) Expiration or termination of this Agreement for any reason shall not release any party from its obligations hereunder that have accrued prior to the termination date.

(b) After any termination of this Agreement, the following shall apply:

(i) Manager shall promptly deliver to City all of City's park property and facilities in the possession of Manager, including, without limitation, any property of City described in Section 2.2 hereof.

(ii) The parties shall promptly conduct a final accounting of the amounts due under Section 3.1 hereof, and any amount due either party under such accounting shall be promptly paid by the other party.

ARTICLE VII MISCELLANEOUS

7.1 Assignment. The benefits, rights, and obligations set forth herein are personal to the Parties, and, except as provided for herein, may not be assigned or transferred to a third party without the prior written consent of the other party. Any attempted assignment in violation of this section shall be void. Without in any way limiting the foregoing, this Agreement shall be binding upon, enforceable by, and inure to the benefit of the Parties, their permitted successors and assigns.

7.2 Notice. Any notice, consent, approval, request or other communication required or permitted to be given pursuant to this Agreement (a "Notice") shall be in writing and shall be either personally delivered or sent by first class mail, postage prepaid, to the address each of the Parties keeps on record for the other party, or to such other address as either party may give notice of from time to time in accordance with this Section 7.2. Delivery shall be deemed effective upon personal delivery or deposit in the United States mail.

7.3 Entire Agreement. This Agreement contains the entire understanding between the Parties on the subject matter hereof and no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein shall be of any force or effect. This Agreement supersedes any other oral or written agreement entered into between the Parties on the subject matter hereof.

7.4 Amendment. This Agreement may be amended only by a writing signed by both parties.

7.5 Waiver. No failure or delay of any party in exercising any right or power given to it under this Agreement shall operate as a waiver thereof. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach. No waiver of any breach or modification of this Agreement shall be effective unless contained in writing executed by both parties.

7.6 Severability. The invalidity or unenforceability of any particular provisions of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

7.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their permitted successors and permitted assigns, and, subject to Section 6.2(c) hereof, any corporate successors by merger, consolidation or other corporate reorganizations, without limitation.

7.8 Force Majeure. Neither party shall be deemed to be in violation of this Agreement if such party is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control, including, without limitation, acts of God or of any public enemy, elements, flood, strikes, or statutory or other law, regulation or rule of the federal or any state or local government or any agency thereof.

7.9 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

7.10 Counterparts. This Agreement may be executed in two or more counterparts, including by signature pages provided by facsimile or in PDF format. All such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

MANAGER:

EOS RECREATION LLC

By: _____

Date: _____

CITY:

CITY OF SHEBOYGAN

By: _____

Michael J. Vandersteen
Mayor

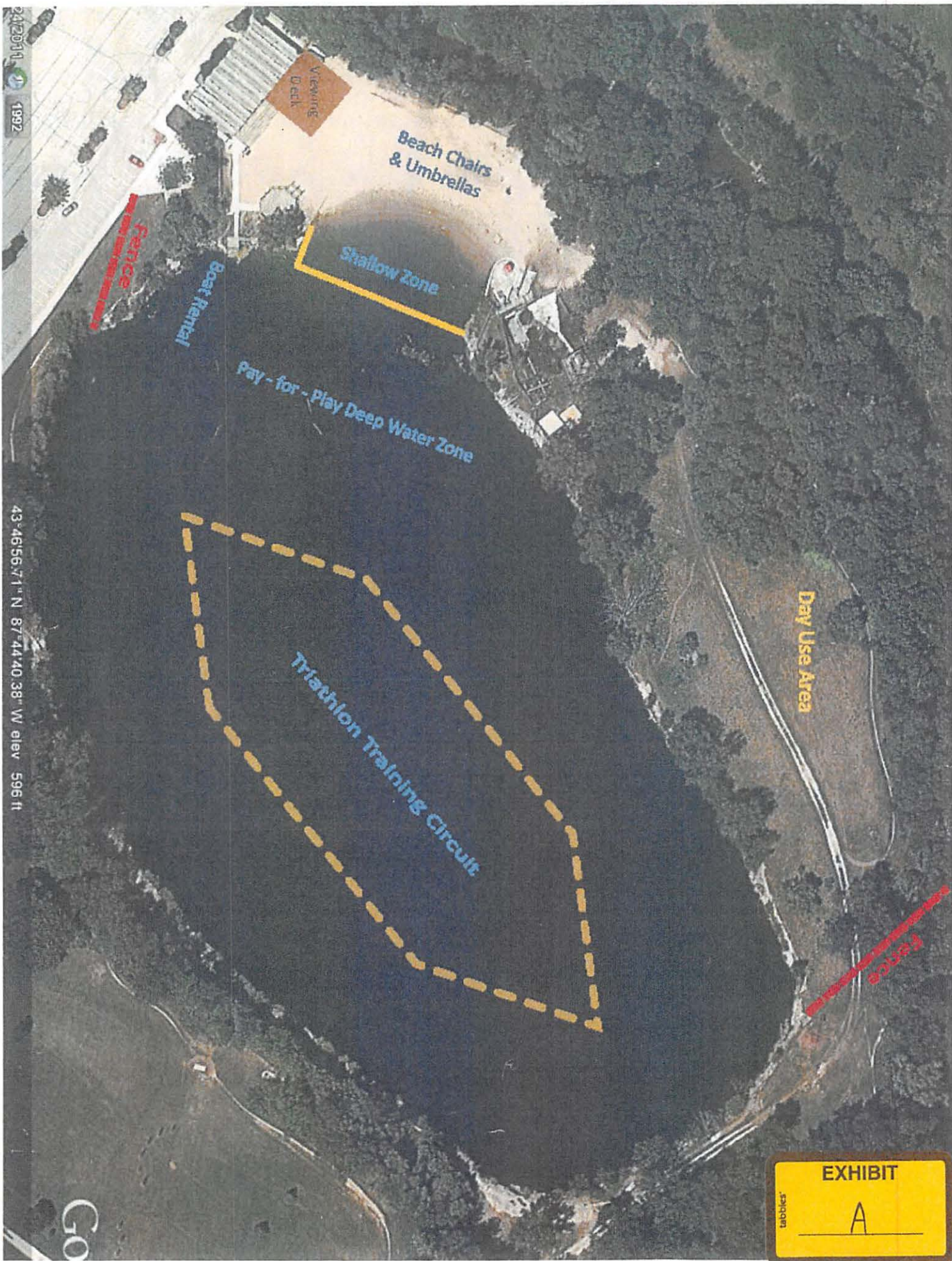
Date: _____

ATTEST:

Meredith DeBruin
City Clerk

Date: _____

EXHIBIT "A"



2/4/2011 1992

43°46'56.71" N 87°44'40.38" W elev 596 ft

Viewing Deck

Beach Chairs & Umbrellas

Shallow Zone

Fence

Boat Rental

Pay-for-Play Deep Water Zone

Triathlon Training Circuit

Day Use Area

Fence

EXHIBIT

A

tabbles

GO

MANAGEMENT SERVICES AGREEMENT

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WHEREAS, Manager desires to manage and operate the Quarry Park beach, water areas, the Quarryview Community Center and other ancillary areas for the City (hereinafter known as the "Quarry"); and

WHEREAS, the City desires to turn over to Manager the operation and management of the Quarry for the summer season; and

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ENGAGEMENT OF MANAGER; THE SERVICES

1.1 Engagement of Manager. Subject to the terms and conditions of this Agreement, City hereby engages Manager, and Manager hereby accepts such engagement, to provide the Services (as defined below) at the Quarry, within the area identified in Exhibit "A" attached hereto. In addition, City agrees to provide Manager access to the public parking lot at the Quarry for its operations. Manager shall have access to property beginning the later of the Effective Date and May 25, 2019 and ending September 16, 2019.

1.2 The Services. The Manager shall provide the City with, or make arrangements for the delivery to City of, the following services during the term of this Agreement, all at no cost to the City (collectively, the "Services"):

(a) Provide management expertise and consulting services with respect to recommending and implementing improvements to the Quarry facilities, programs, offerings and attractions;

(b) Manage and operate all aspects of the Quarry and the Quarryview Community Center, including, without limitation, staffing, reservations, reception, concessions, sales, bookkeeping, administration, marketing, advertising and promotion;

(c) Manager shall be responsible for all day-to-day expenses and normal maintenance involved with operations. Manager shall finance all personnel, operations and the proposed new equipment involved with its operations;

(d) Manage and coordinate recreational programs, facilities and equipment for Quarry users. Select and provide products appropriate for the different water depths in the Quarry, as well as different demographic groups. Select and provide site amenities to enhance guest comfort and create a unique destination that will broaden Quarryview Park's appeal and stimulate repeat visits;

(e) Hours of operation for the Quarry beach, open to the public for a daily admission fee shall be 11 a.m. to 5 p.m., seven days per week from the later of the Effective Date and June 3, 2019 and ending September 2, 2019. Hours of

operations and dates of opening and closing can be altered with the approval of both Parties. The City's Superintendent of Parks and Forestry shall have the authority to consent to alterations under this paragraph on behalf of the City;

(f) Manager shall provide an on-site manager and two to ten additional staff members depending on weather, capacity and planned events;

(g) Manager shall provide such other services incidental to the operations of the City's Quarry and Quarryview Community Center as may be reasonably requested by City from time to time; and

(h) Manager shall institute and maintain reasonable safety measures and procedures to include, but not be limited to the following:

(i) Utilize inflatable safety buoys to segregate the shallow-water free zone from any pay-for-play areas;

(ii) Require all users to pass a swim test and receive a wristband as an identifier to use any deep water activity area;

(iii) Require lifejackets and wristbands for all activities in deep water areas, including stand-up paddleboards, pedal boats and kayaks;

(iv) Utilize the existing dock also for the safety stations.

1.3 Scope. The scope of the Services under this Agreement may be enlarged, reduced, or altered from time to time by mutual agreement of the Parties and written amendment of this Agreement. The City shall be responsible for any agreed-upon capital improvements, major site cleanup, and major repairs required on existing facilities and structures.

1.4 Personnel.

(a) Manager shall provide all personnel reasonably necessary for Manager to perform the Services. Such personnel shall at all times be employees or contractors of Manager (collectively, the "Personnel"). Manager, in its sole discretion, shall be responsible for all aspects of the hiring and employment of its employees, including, without limitation,

retirement and welfare plans, conduct policies, workers compensation insurance and compensation. To the extent permitted by law, Manager shall conduct criminal background checks on all prospective hires and condition employment on successful passage of drug screen.

(b) To the extent permitted by law, the City shall have the right, at any time upon at least fourteen (14) days' notice to Manager, to declare any Personnel no longer eligible to perform the Services for City under this Agreement.

(c) Manager may from time to time delegate its obligations hereunder to any person. City reserves the right to approve or disapprove any such delegation.

(d) All of Manager's employees shall undergo a thorough orientation and training program, with key emphasis on customer service skills and safety. All employees shall possess and maintain appropriate licensing and/or certification.

ARTICLE II COVENANTS OF MANAGER

2.1 Compliance with Law. Manager will use commercially reasonable efforts to assure that the Services are performed in compliance with the requirements of all applicable laws, statutes, ordinances, rules, regulations, or orders of any governmental authorities or regulatory bodies having jurisdiction over Manager or City.

2.2 Ownership of Records, Licenses and Systems.

(a) All reports, documents and other information generated solely pursuant to the Services herein or relating solely to the operation of the Quarry and the Quarryview Community Center shall be the property of City.

(b) All business records, documents and other information generated by Manager which may pertain to the Services but which are generated pursuant to or relating to the operation of Manager shall remain the property of Manager.

(c) Software licenses, licenses, permits, procedures, processes and systems generated by or purchased by Manager and used in connection with this Agreement shall be the property of Manager, unless otherwise agreed to in writing by Manager and City.

(d) Software licenses, licenses, permits, procedures, processes and systems generated by or purchased by City and used in connection with this Agreement shall be the property of City, unless otherwise agreed to in writing by Manager and City.

2.3 Access to Records and Facilities. The Manager shall make available to the City, its agents and attorneys, at all times during normal business hours, all records and other information described in Section 2.2 hereof which relate to Services under this Agreement. The Manager shall promptly respond to any questions from the City with respect to such records and shall confer with the City at all reasonable times, upon request, concerning the operations of the Quarry (including the Quarryview Community Center). In addition, the City or the City's officers or designated agents shall have the right at any reasonable time or interval to examine Manager's books of account for the Quarry or any portion thereof. Manager acknowledges that certain of its records may be subject to disclosure under applicable public record laws.

2.4 Insurance.

(a) Manager agrees, at its sole cost and expense, to obtain and maintain commercial general liability insurance coverage in an amount not less than \$2,000,000 with respect to its operation of the Quarry, for the benefit of both the City and Manager and agrees to name the City as additional insured.

(b) Each party shall obtain and maintain property insurance coverage on their respective assets.

2.5 Performance Standards. The Manager shall undertake all of the Services in accordance with the reasonable performance standards established by City for the Services.

ARTICLE III
FEES AND PAYMENT

3.1 Manager shall pay to the City a fee of \$1.00 for making the facilities available. Manager shall be entitled to retain all of the proceeds which it generates from the operation of the Quarry and the Quarryview Community Center under this Agreement.

ARTICLE IV
RELATIONSHIP OF THE PARTIES

4.1 Independent Parties. Nothing in this Agreement shall be construed to constitute any party as a partner, agent or joint venturer of the other party. Neither party shall make any contract or representation, or incur any liability or obligation whatsoever, on behalf or in the name of the other party, except as set forth in this Agreement, or as may be stated otherwise in other agreements between the Parties. Except as otherwise provided herein, each party shall be responsible for its own operational expenses incurred in the performance of this Agreement.

4.2 Nonassumption of Liabilities. Neither party shall, by entering into and performing this Agreement, assume or become liable for any of the existing or future obligations, liabilities, or debts of the other party.

ARTICLE V
HOLD HARMLESS

5.1 Indemnification. Manager agrees that it shall hold harmless and defend and indemnify the City from and against any and all claims, liabilities, losses, damages or expenses (including reasonable attorneys' fees and expenses), which may arise during the term of this use as a result of the use and/or occupancy of the premises by its officers, agents and employees, or others acting by, through or under the express or implied authority of Manager including, but not limited to, any such claims, liabilities, losses, damages or expenses which may arise as a result of any personal injury, death or property damage occurring on or about the premises, except to the extent caused by the negligence or willful misconduct of the City. City agrees to defend, indemnify and hold harmless Manager and its shareholders, directors, officers, employees, and agents against any and all claims, lawsuits, settlements, judgments, costs, penalties, and expenses, including reasonable attorneys' fees and costs of investigation, resulting from, or arising out of, or in connection with any claim made as a result of the City's ownership of the Quarry unrelated to the Services set forth in this agreement, provided, however, that the City shall not defend, indemnify or hold Manager harmless from and against, and Manager shall not be exculpated from any claim, action, damage, expense, loss or liability directly or indirectly caused by or arising from bad faith recklessness, gross negligence, gross misconduct or willful misconduct of Manager, or arising out of

any breach of representations or any of its obligations pursuant to this Agreement. The Parties shall notify each other of the existence of claims relating to the Quarry or the services provided under this Agreement and shall cooperate with each other in defense of third-party claims.

ARTICLE VI
TERM AND TERMINATION

6.1 Term. This Agreement shall commence upon the Effective Date and continue in full force and effect during the 2019 summer swimming season at the Quarry, ending on or about the end of the Labor Day weekend, but in no event later than September 16, 2019. This Agreement may be renewed upon written agreement of the Parties, subject to such terms and modifications as the Parties may agree.

6.2 Termination for Cause. This Agreement may be terminated at any time for cause by the party indicated below upon fifteen (15) days' written notice to the other party:

(a) Bankruptcy. By either party, if the other party shall file a voluntary petition in bankruptcy, make a general assignment for the benefit of creditors, or take advantage of any insolvency law.

(b) Breach. By either party, if the other party shall default in the performance of this Agreement and the default shall continue for a period of fifteen (15) days after written notice to the other party stating specifically the default.

(c) Transfer of Business. By City, if Manager shall be acquired by, or transfer substantially all of its assets or business to, any third party.

6.3 Termination for Convenience. This Agreement may be terminated at any time for any reason by either party upon forty-five (45) days' written notice to the other party.

6.4 Effect of Termination or Expiration.

(a) Expiration or termination of this Agreement for any reason shall not release any party from its obligations hereunder that have accrued prior to the termination date.

(b) After any termination of this Agreement, the following shall apply:

(i) Manager shall promptly deliver to City all of City's park property and facilities in the possession of Manager, including, without limitation, any property of City described in Section 2.2 hereof.

(ii) The parties shall promptly conduct a final accounting of the amounts due under Section 3.1 hereof, and any amount due either party under such accounting shall be promptly paid by the other party.

ARTICLE VII MISCELLANEOUS

7.1 Assignment. The benefits, rights, and obligations set forth herein are personal to the Parties, and, except as provided for herein, may not be assigned or transferred to a third party without the prior written consent of the other party. Any attempted assignment in violation of this section shall be void. Without in any way limiting the foregoing, this Agreement shall be binding upon, enforceable by, and inure to the benefit of the Parties, their permitted successors and assigns.

7.2 Notice. Any notice, consent, approval, request or other communication required or permitted to be given pursuant to this Agreement (a "Notice") shall be in writing and shall be either personally delivered or sent by first class mail, postage prepaid, to the address each of the Parties keeps on record for the other party, or to such other address as either party may give notice of from time to time in accordance with this Section 7.2. Delivery shall be deemed effective upon personal delivery or deposit in the United States mail.

7.3 Entire Agreement. This Agreement contains the entire understanding between the Parties on the subject matter hereof and no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein shall be of any force or effect. This Agreement supersedes any other oral or written agreement entered into between the Parties on the subject matter hereof.

7.4 Amendment. This Agreement may be amended only by a writing signed by both parties.

7.5 Waiver. No failure or delay of any party in exercising any right or power given to it under this Agreement shall operate as a waiver thereof. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach. No waiver of any breach or modification of this Agreement shall be effective unless contained in writing executed by both parties.

7.6 Severability. The invalidity or unenforceability of any particular provisions of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

7.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their permitted successors and permitted assigns, and, subject to Section 6.2(c) hereof, any corporate successors by merger, consolidation or other corporate reorganizations, without limitation.

7.8 Force Majeure. Neither party shall be deemed to be in violation of this Agreement if such party is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control, including, without limitation, acts of God or of any public enemy, elements, flood, strikes, or statutory or other law, regulation or rule of the federal or any state or local government or any agency thereof.

7.9 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

7.10 Counterparts. This Agreement may be executed in two or more counterparts, including by signature pages provided by facsimile or in PDF format. All such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

MANAGER:

EOS RECREATION LLC

By: _____

Date: _____

CITY:

CITY OF SHEBOYGAN

By: _____

Michael J. Vandersteen
Mayor

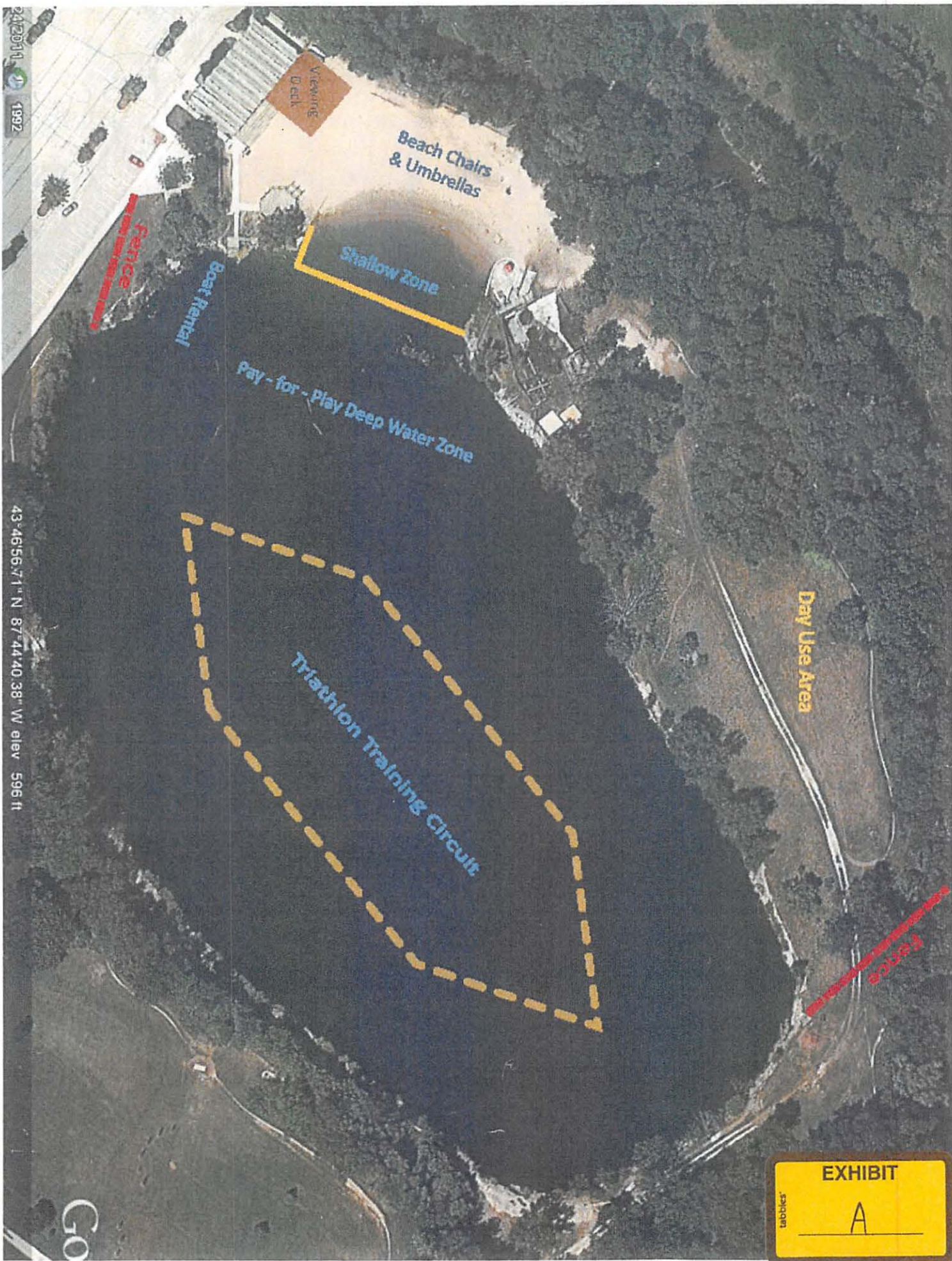
Date: _____

ATTEST:

Meredith DeBruin
City Clerk

Date: _____

EXHIBIT "A"



24/2011
1992

43°46'56.71" N 87°44'40.38" W elev 596 ft

Viewing Deck

Beach Chairs & Umbrellas

Shallow Zone

Boat Rental

Pay-for-Play Deep Water Zone

Triathlon Training Circuit

Day Use Area

Fence

Fence

EXHIBIT

A

tabbles

GO

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the appropriate City officials to execute the Management Services Agreement between the City of Sheboygan and EOS Recreation LLC regarding the Quarry Park.

REPORT PREPARED BY: Joseph L. Kerlin, Superintendent of Parks and Forestry

REPORT DATE: May 23, 2019

MEETING DATE: May 28, 2019

FISCAL SUMMARY:

STATUTORY REFERENCE:

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

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

BACKGROUND / ANALYSIS: Since 2013 the city has entered into a Management Services Agreement with a private company for the management and operation of the J.C. Quarry View Center and Beach. The attached agreement is a one-year agreement with an additional summer seasonal year renewal with written agreement by both parties.

STAFF COMMENTS: Mike Miller, owner of EOS Surf LLC and EOS Recreation LLC, has operated the Quarry Beach in Quarry Park since 2016. Mike has improved the operation of the Beach by adding on-line entry fees and rentals and by adding security cameras. Mike is willing to continue this relationship with the city by working on a site and management plan for the future of the park.

ACTION REQUESTED: Motion to recommend the Common Council approve Res. No. 33-19-20 authorizing the appropriate City officials to execute the Management Services Agreement between the City of Sheboygan and EOS Recreation LLC regarding the Quarry Park.

ATTACHMENTS:

- I. Res. No. 33-19-20
- II. Management Services Agreement

III

4.18

Res. No. 34 - 19 - 20. By Alderpersons Wolf and Sorenson. May 20, 2019.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract for the restoration and refinishing of the steel railings along the south side of the Sheboygan River and east of the Eighth Street Bridge and specific railings adjacent to, and immediately west of the Eighth Street Bridge.

WHEREAS, in 2017 the City had the steel railings on the north side of the Sheboygan River that are between the Eighth Street Bridge and the Coast Guard Station restored and refinishing; and

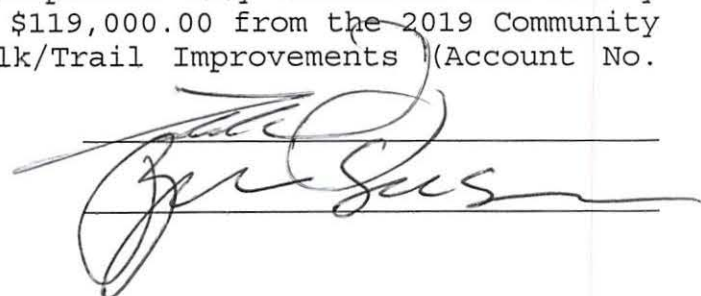
WHEREAS, the City has included the restoration and refinishing of the steel railings on the south side of the Sheboygan River (the "Project") in the 2019 Capital Improvements Plan; and

WHEREAS, Staff has obtained and reviewed competitive bids for the Project; and

WHEREAS, the lowest bid, from Service Painting Corporation of Milwaukee, Wisconsin, meets all of the requirements from the bid documents.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into a contract with Service Painting Corporation in substantially similar form to that attached, for the Project.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds in the amount of \$119,000.00 from the 2019 Community Development Block Grant Fund for Sidewalk/Trail Improvements (Account No. 21961100-631300) in payment of same.



Public Works

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

**AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND
SERVICE PAINTING CORPORATION**

**REGARDING THE RESTORATION AND REFINISHING OF STEEL RAILINGS ALONG
THE SOUTH SIDE OF THE SHEBOYGAN RIVER**

This Agreement (“Agreement”) is made and entered into effective this ____ day of _____, 2019 (the “Effective Date”), by and between the City of Sheboygan (the “City”), a municipal corporation, and Service Painting Corporation (“Contractor”).

WITNESSETH:

WHEREAS, the City desires to have certain steel railings along the south side of the Sheboygan River restored and refinished; and

WHEREAS, Contractor is willing and able to provide the City with the necessary services under the terms set forth in this Agreement.

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

Article 1. Scope of Services

Contractor shall provide all services, materials, labor, and tools necessary to restore and refinish approximately 18,700 lineal feet of protective railing and posts along the Promenade—primarily on the South and East side of the Sheboygan River in the City of Sheboygan—with a one-coat epoxy and one-coat urethane system (the “Services”).

For ease of identification, there are four areas where the Services will be performed:

1. Area A – the South Side of the Sheboygan River east of the Eighth Street Bridge
 - a. This is an area with approximately 478 48” tall vertical posts (a total of approximately 1,912 lineal feet of posts) and 3,216 running feet of railing with four horizontal rails per section (a total of approximately 12,864 lineal feet of railing)
2. Area B – the South Side of the Sheboygan River west of the Eighth Street Bridge (west of the now-closed Sprecher’s Restaurant)
 - a. This is an area with approximately 80 48” tall vertical posts (a total of approximately 320 lineal feet of posts) and 510 running feet of railing with four horizontal rails per section (a total of approximately 2,040 lineal feet of railing)
3. Area C – the North Side of the Sheboygan River under the bridge and west to the Boat Landing
 - a. This is an area with approximately 47 48” tall vertical posts (a total of approximately 188 lineal feet of posts) and 217 running feet of railing with four horizontal rails per section (a total of approximately 868 lineal feet of railing)

4. Area D – the North Side of the Sheboygan River in the vicinity of the Boat Landing
 - a. This is an area with approximately 22 48” tall vertical posts (a total of approximately 88 lineal feet of post) and 105 running feet of railing with four horizontal rails per section (a total of approximately 420 lineal feet of railing).

For the avoidance of doubt, the Services include all necessary surface preparation, priming, and painting with one coat epoxy and one coat urethane finish of all railings, gates, fittings, and mountings within the project boundaries. Along portions of the project there may be a vertical steel “kick plate” at the bottom of the railings where they meet the seawall; these plates will be prepared and coated as part of the Services.

Surface Preparation shall include:

- Any necessary cleaning such that the surfaces that will have Epoxy Coat and Urethane Finish applied (the “Surfaces”) are clean, dry, and free of all dirt, dust, efflorescence, wax, oil, grease, chalk, or any other contaminant that would interfere with adhesion of the coatings to the surface.
- All visible oil, grease, soluble residues, and salts will be removed from the Surfaces before the Power Tool Cleaning (set forth below) pursuant to the methods set forth in Steel Surfaces Paint Council Surface Preparation 1 (“SSPC-SP1”).
- All Surfaces will be cleaned with power tools to remove all loose mill scale, loose rust, and other detrimental foreign matter (“Power Tool Cleaning”). Adherent mill scale, adherent rust, and adherent paint need not be removed. Mill scale, rust, and paint are considered “adherent” if they cannot be removed by lifting with a dull putty knife.
- In light of the proximity to the Sheboygan River, the Parties acknowledge that the use of media or water blasting to prepare the Surfaces may not be a viable option.
- Treatment of any areas found to contain mildew with a solution of one part household bleach to three parts water. (Ammonia shall not be added to this solution.) The solution shall be allowed to remain on the surface for 3-5 minutes prior to rinsing. After rinsing, the affected Surface shall be allowed to dry completely prior to primer or coating application.
- All areas where existing paint is suitable to remain shall be “feathered” to create a smooth transition between bare metal and previously painted surfaces.

The Epoxy Coat shall include:

- One coat of Diamond Vogel Multi-E-POXY 180 High Build Epoxy Primer or Sherwin-Williams Macropoxy 646 Fast Cure Epoxy or Equal
- Primer shall be applied by brush or roller at a thickness of 5-10 Mils DFT

The Urethane Finish shall include:

- One coat of Diamond Vogel Multi-Thane 330 High Solids Acrylic Polyurethane or Sherwin-Williams Acrolon 218 HS Acrylic Polyurethane or Equal
- Primer shall be applied at a thickness of 3-5 Mils DFT pursuant to the Manufacturer’s Recommendations.

Throughout the Services, Contractor shall:

- Adhere to all specifications set by the manufacturer of any materials used to complete the Services, including the epoxy and the urethane.
- Apply all coatings in a uniform coat, free of drips, runs, or sagging.
- Take all measures necessary to prevent foreign material from entering the Sheboygan River
- Maintain safe access to all areas along the Work Site, including restaurants and other commercial businesses and docking for charter boats and personal watercraft, at all times.
- Inspect the work site at the end of each work day and ensure that the work site is left in a safe and secure condition.
- Avoid loud music or any other unprofessional behavior
- Ensure suitable rest room facilities are available for its employees

Contractor shall obtain all applicable City permits and licenses, and pay all applicable City fees prior to beginning demolition. Contractor shall ensure any permitted sub-contractor has also obtained any and all applicable City permits and licenses, and paid all applicable City fees.

Contractor shall promptly make payment to each and every person or entity entitled to payment for work or labor performed or materials furnished in the performance of this Agreement.

Article 2. Standard of Care

Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The City shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the City shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance.

Upon notice to Contractor, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care. This shall include any coat of epoxy or urethane that is not applied at the specified dry film thickness rate, which shall be remedied by the application of an additional coat at no expense to the City.

Contractor shall be responsible to repair any damage incurred during the Services.

The materials installed as a result of this Agreement shall be fully warranted against defects by the Contractor for one (1) year from date of final acceptance. Upon receipt of notice of defect from the City, the Contractor shall promptly correct or replace any and all materials or workmanship found to be defective. All manufacturer’s warranties shall also apply and be honored by Contractor.

Article 3. Responsibilities of the City

The City designates Bernie Rammer as its designated project manager for purposes of this Agreement.

The City will remove any items attached to railings, such as signage or ring buoys prior to Contractor refinishing and shall reinstall the items following completion of the Services and the appropriate cure time. Contractor shall communicate with the City regarding its schedule of work so that the City can remove (and replace) the appropriate items at the appropriate times.

The City will assist the Contractor in obtaining access to temporary electrical power. In areas where access to power is not available, Contractor shall be responsible for providing adequate power utilizing portable generators.

The City will designate a suitable location on which Contractor may park a job trailer in which to store tools and equipment.

Article 4. Compensation

The City shall pay Contractor for all fees and expenses in an amount not to exceed One Hundred Nineteen Thousand Dollars (\$119,000.00).

Upon completion of the Services, Contractor shall submit an invoice to the City.

Unless additional services are added to the Services pursuant to the process set forth in this Article, in no event shall the invoiced amount exceed the not to exceed amount.

The invoice shall be sent to:

Bernie Rammer
City of Sheboygan
828 Center Ave.
Sheboygan, Wisconsin 53081

Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice.

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

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

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

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

Article 5. Appropriation of Funds

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.

Article 6. Performance and Payment Bond

Contractor shall, within ten (10) days of the approval of this Agreement by the Common Council of the City of Sheboygan, provide the City with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

Failure by Contractor to perform the work in a timely or satisfactory fashion may result in forfeiture of Contractor's Performance Bond.

If the Surety on any bond furnished by Contractor becomes a party to supervision or liquidation, or its right to do business in the State of Wisconsin is terminated, Contractor shall, within thirty (30) calendar days thereafter, substitute another bond or surety, both of which must be acceptable to the City.

Article 7. Schedule

The Services may begin as soon as this Agreement has been fully executed, the City has issued a Notice to Proceed, and the Contractor has completed any conditions precedent to beginning the Services.

Once work commences, work will be performed Monday through Friday on a continuous basis until completion (weather permitting). Weekend work is permitted but is not required.

All Services, and all invoices for all Services, shall be complete by December 31, 2019. Completion of services shall mean the Services have been performed and are satisfactory to the City. Therefore, any "punch list" items shall also be complete by December 31, 2019.

The Parties agree that no charges or claims for damages shall be made by Contractor for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the Parties, it being understood however, that permitting Contractor to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended shall, in no way operate as a waiver on the part of the City of any of its rights herein.

Article 8. Liquidated Damages

In the event the Contractor fails to complete the Services pursuant to the Schedule set forth in this Agreement, there shall be deducted from any monies due or that may become due the contractor, for each and every calendar day that the work remains uncompleted, One Hundred Dollars (\$100.00).

This sum shall be considered and treated not as a penalty but as fixed, agreed, and liquidated damages due the City from the Contractor by reason of inconvenience to the public.

Permitting the contractor to continue and finish the Services or any portion of the Services after the time set forth in the Schedule shall in no way be construed as a waiver on the part of the City of any of its rights under this Agreement.

Article 9. Quality of Materials

All materials used by Contractor shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, of which have been discontinued are unacceptable without prior written approval by the City.

Article 10. Safety Requirements

Contractor shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state, or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

Article 11. Open Records

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Agreement.

Article 12. Termination

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

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, seven (7) days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative the City may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Contractor) shall be less than the sum which would have been payable under the Agreement if it had been completed by Contractor, Contractor

shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Contractor will be liable and shall pay to the City the amount of said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its surety for failure to complete the work in the time specified.

Article 13. Default

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

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

The City shall send Contractor a written notice of default. If Contractor, within a period of seven (7) days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of Contractor, as set forth in this Agreement.

Article 14. Identity of Contractor

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

Article 15. Independent Contractor Status

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

Article 16. Indemnification

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

Contractor shall reimburse the City for any costs, expenses, judgments, and attorney’s fees paid or incurred, by or on behalf of the City, its Officials, Agents, or Employees, or paid for on behalf of the City, its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

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

Article 17. Insurance

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

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

a. **Workers’ Compensation Insurance** — Contractor shall acquire and maintain, for the duration of the Agreement, Workers’ Compensation Insurance that meets all statutory requirements. In the event this Agreement authorizes any work to be sublet, Contractor shall require any subcontractor to similarly provide Workers’ Compensation Insurance in accordance with all statutory requirements.

b. **Public Liability and Property Damage Insurance** — Contractor shall acquire and maintain, for the duration of the Agreement, Public Liability and Property Insurance with a policy limit of at least \$2,000,000 for injuries (including accidental death to any one person), and a policy limit of at least \$2,000,000 for property damage.

c. Commercial General Liability Insurance — Contractor shall acquire and maintain, for the duration of the Agreement, Commercial General Liability Insurance with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

All insurance must be primary and non-contributory to any insurance or self-insurance carried by the City.

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

Article 18. Conflict of Interest

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

Article 19. Waiver

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

Article 20. Severability

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

Article 21. Assignment

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

Article 22. Third Party Rights

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

Article 23. Governing Law and Venue

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

Article 24. Non-Discrimination

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

Article 25. Compliance with Laws

In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations which in any manner affect the work or its conduct.

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

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

Article 26. Notices

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

City:

Contractor:

City Clerk	William G. Stevens
City of Sheboygan	2727 W. Mill Road
828 Center Ave.	Milwaukee, WI 53209
Sheboygan, Wisconsin 53081	

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

Article 27. Intent to be Bound

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

Article 28. Force Majeure

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

Article 29. Integration and Modification

This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 30. Non-Collusion

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

- a. The prices in its bid, as incorporated into Article 4, were arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other bidder, or with any other competitor.
- b. The prices quoted in its bid were not knowingly disclosed—directly or indirectly—by the bidder to any other bidder or competitor prior to the bid opening.
- c. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a quote for the purpose of restricting competition.

Article 31. Provisions Related to Federal Funding

This Agreement is being funded by funds from the U.S. Department of Housing and Urban Development Community Development Block Grant Program. Therefore, the following provisions apply:

- a. **Prevailing Wage.** Contractor and any approved sub-contractor shall pay each individual who works on the Services a wage not less than the prevailing wage rates as established by the United States Department of Labor in Wage Rate Determination #WI190016, which is attached to this Agreement as Exhibit 1 and incorporated herein by reference. The highest wage rate for each trade or occupation shall apply.
- b. **Payroll Monitoring and Reporting.** The City has contracted with a third party to monitor payroll activity during the provision of the Services in order to ensure that wage and hour reporting is performed in a manner acceptable to the United States Department of Labor. Contractor shall provide all documents reasonably requested by the City's payroll monitor.

This shall include the completion of any necessary forms, including a Statement of Compliance regarding fringe benefits.

- c. Section 3 of the Housing and Urban Development Act of 1968.
 - i. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (codified at 12 U.S.C. § 1701u) (“Section 3”). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - ii. The parties to this Agreement agree to comply with HUD’s regulations in 24 CFR part 135, which implements Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with 24 CFR part 135.
 - iii. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth the minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
 - iv. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause [all of Section 31(c) of this Agreement constitutes the “Section 3 clause”], upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
 - v. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent Contractor’s obligations under 24 CFR part 135.
 - vi. Non-compliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - vii. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this

Agreement. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

- d. Federal Labor Standards Provisions. The Federal Labor Standards set forth in Form HUD-4010, a copy of which is attached to this Agreement as Exhibit 2, are incorporated into this Agreement by reference and shall also apply to this Agreement.

Article 32. Other Provisions

- a. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- b. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City.
- c. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.
- d. Neither Party the Drafter. Despite the possibility that one party or its representatives may have prepared the initial draft of this Agreement (or any provision thereof), or played a greater role in the preparation of subsequent drafts, the parties agree that neither of them shall be deemed the drafter of this Agreement.
- e. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.

- f. Solvency. Contractor warrants that it is financially solvent, and agrees to provide any documents reasonably requested by the City in order to confirm that Contractor is financially solvent.

- g. Loss or Damage to Contractors Equipment or Materials. Under no circumstances shall the City be liable for any loss or damage to Contractor's equipment or materials that are left on site overnight or over a weekend or Holiday. Contractor retains sole responsibility to ensure that all tools, material, and equipment are properly secured at the end of each work day.

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

CITY OF SHEBOYGAN, WISCONSIN

CONTRACTOR

BY: _____
Michael J. Vandersteen, Mayor

BY: _____

ATTEST: _____
Meredith DeBruin, City Clerk

ATTEST: _____

DATE: _____

DATE: _____

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) **Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. **Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. **Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

"General Decision Number: WI20190016 01/04/2019

Superseded General Decision Number: WI20180016

State: Wisconsin

Construction Type: Building

Counties: Calumet, Outagamie, Sheboygan and Winnebago
Counties in Wisconsin.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply

to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019

ASBE0205-010 06/01/1998

	Rates	Fringes
Asbestos Removal worker/hazardous material handler		
Includes preparation, wetting, stripping, removal, scrapping vacuuming, bagging and disposing of all insulation materials from mechanical systems whether they contain asbestos or not.....	\$ 16.56	3.10

BOIL0107-001 01/01/2017

	Rates	Fringes
BOILERMAKER		
Boilermaker.....	\$ 35.65	29.89
Small Boiler Repair (under 25,000 lbs/hr).....	\$ 26.91	16.00

BRWI0011-003 06/01/2016

Rates	Fringes
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BRICKLAYER

Bricklayer, Cement Mason, Plasterer, Tile Layer.....	\$ 32.22	20.57
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CARP0252-001 06/01/2016

	Rates	Fringes
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CARPENTER (Including Drywall
Hanging, Acoustical work,
Excluding Batt Insulation)

CARPENTER & SOFT FLOOR LAYER.....	\$ 33.56	18.00
MILLWRIGHT.....	\$ 35.08	18.35
PILEDRIVERMAN.....	\$ 34.12	18.00

* ELEC0494-003 06/01/2018

	Rates	Fringes
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Sound & Communications

Installer.....	\$ 19.56	15.78
Technician.....	\$ 28.99	16.25

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillon, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or

products

ELEC0494-012 06/01/2018

CALUMET (New Holstein Twp.) & SHEBOYGAN COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 33.40	22.08

ELEC0577-002 06/01/2018

CALUMET (Except Township of New Holstein), OUTAGAMIE, AND WINNEBAGO COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 32.18	18.59

ENGI0139-002 06/04/2018

	Rates	Fringes
OPERATOR: Power Equipment		
Group 1.....	\$ 40.72	21.60
Group 2.....	\$ 39.47	21.60
Group 3.....	\$ 38.17	21.60
Group 4.....	\$ 37.64	21.60
Group 5.....	\$ 35.57	21.60
Group 6.....	\$ 34.04	21.60

HAZARDOUS WASTE PREMIUMS:

EPA Level "A" Protection: \$3.00 per hour

EPA Level "B" Protection: \$2.00 per hour

EPA Level "C" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of over 100 tons; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) weighing 130,000 lbs & over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) weighing under 130,000 lbs; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs; Over 46 meter Concrete Pump.

GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete Pumps 46 meter & under; Grout Pumps; Rotec Type Machine; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder; Off Road Material Haulers

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch

Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweepers; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freeze Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3"; Compressors, under 400 CFM; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

 IRON0008-001 06/01/2017

	Rates	Fringes
IRONWORKER.....	\$ 33.19	26.97

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

 LABO0330-004 06/04/2018

	Rates	Fringes
Asbestos Abatement/Hazardous Waste (Preparation, removal,		

and Encapsulation of
 hazardous materials from
 non-mechanical systems).....\$ 25.88 17.20
 Laborer, General.....\$ 27.38 17.20

NOTE: Mason Tender \$.25 over general laborer.

 PAIN0802-008 06/01/2017

	Rates	Fringes
PAINTER.....	\$ 22.82	11.52
Brush, Drywall Taper.....	\$ 28.55	17.72

 PAIN1204-001 06/01/2017

	Rates	Fringes
GLAZIER.....	\$ 28.34	19.65

 PLUM0400-001 06/04/2018

	Rates	Fringes
PLUMBER/PIPEFITTER (Including HVAC work) (1) Small buildings (except industrial and power plants) where plumbing or heating is \$50,000 or less.....	\$ 32.15	17.57
(2) All other work.....	\$ 36.74	19.06

 SFWI0669-002 04/01/2016

	Rates	Fringes
SPRINKLER FITTER.....	\$ 39.48	19.36

 SHEE0018-025 06/01/2018

CALUMET & SHEBOYGAN COUNTIES

	Rates	Fringes
Sheet Metal Worker (Including HVAC duct work and Technician)...	\$ 33.26	25.07

SHEE0018-029 06/01/2018		

OUTAGAMIE AND WINNEBAGO COUNTIES

	Rates	Fringes
Sheet Metal Worker (Including HVAC duct work and Technician)...	\$ 33.56	25.21

TEAM0662-001 06/01/2018		

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 28.12	21.20
3 or more Axles.....	\$ 28.27	21.20

SUWI2002-013 01/23/2002		

	Rates	Fringes
Asbestos Worker/Heat and Frost Insulator.....	\$ 25.36	8.37
Laborers:		
Concrete Worker.....	\$ 16.34	3.59
Landscape.....	\$ 8.73	4.90
ROOFER.....	\$ 18.01	3.28
Tile & Marble Finisher.....	\$ 13.89	8.36

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate

(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a

new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.)

and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the appropriate City Officials to enter into a contract for the restoration and refinishing of the steel railings along the south side of the Sheboygan River and east of the Eighth Street Bridge and specific railings adjacent to, and immediately west of the Eighth Street Bridge.

REPORT PREPARED BY: Bernard R. Rammer, Purchasing Agent

REPORT DATE: May 16, 2019

MEETING DATE: May 28, 2019

FISCAL SUMMARY:

Budget Line Item: 21961100-631300
Budget Summary: 2019 HUD- CDBG
Budgeted Expenditure: \$ 129,000.00
Budgeted Revenue: N/A

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS: This project will refinish the entire railing system on the south side of the river from the 8th Street Bridge to South Pier. Additionally, certain railings north and south of the river will be refinished which are located west of the 8th Street Bridge. The railings on the North side were refinished in 2017. Additionally, \$ 10,000.00 of the funding has been set aside for wage and payroll monitoring by a third party vendor in accordance with HUD requirements.



STAFF COMMENTS: The City issued a Request for Bids. Two bids were received: Spies Painting Inc. of Fond du Lac \$120,205.00 and Service Painting Inc. of Milwaukee in the amount of \$ 119,000.00. Following a review, it has been determined that the low bid, Service Painting Inc. of Milwaukee WI meets all of the specifications.

ACTION REQUESTED: Motion to recommend the Common Council approve the Res. No. 34-19-20 authorizing the appropriate City Officials to enter into a contract with Service Painting Inc. of Milwaukee WI for the restoration and refinishing of the steel railings in the amount of \$119,000.00 along the south side of the Sheboygan River and east of the Eighth Street Bridge and specific railings adjacent to, and immediately west of the Eighth Street Bridge.

ATTACHMENTS:

- I. Res No. 34-19-20