

**\*\*\*ATTACHMENTS\*\*\***

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** A resolution authorizing advertising for bids for the City Hall Renovation Project.

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**REPORT PREPARED BY:** David H. Biebel, Director of Public Works

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**REPORT DATE:** January 18, 2017

**MEETING DATE:** January 23, 2018

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**FISCAL SUMMARY:**

**STATUTORY REFERENCE:**

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

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

**BACKGROUND / ANALYSIS:** The plans and specifications are at the stage to solicit bids for City Hall Reconstruction. The design is based on the budget as presented previously and approved in the Capital Improvements Plan. The architects have met with all the departments that occupy space within City Hall and worked with them to layout spaces for staff and public service/access areas. The design incorporated many of the concepts as directed by the Building Use Committee with the decision to invest and stay in the existing City Hall.

**STAFF COMMENTS:** The resolution only authorizes soliciting bids for the reconstruction and does not commit to entering into a contract. This design will transform the interior space offering many one-stop conveniences to the public on the first floor. It also provides two public meeting spaces on the first floor for committee meetings so that the public does not need to travel to other floors.

The Council Chambers will be expanded and enhanced for large multi-purpose meetings and allow for public information gatherings. Currently, the Council Chambers is limited to only Council meetings which leave a large space under-utilized. The schedule for City Hall is as follows:

- February- finalize bid document
- March- Project Plans out for bids
- April- award contact
- June- construction starting (not to interfere with election)

The 2018 Executive Budget includes a request of \$7.5 million for Phase 1 of 2 of the City Hall Renovation Project. Of the \$7.5 million, \$5 million is recommended to be

borrowed funds and \$2.5 million is recommended to be use of fund balance. Budgeting for Phase 2 will be included in the 2019 Budget based upon the project cost.

**ACTION REQUESTED:** Motion to recommend Common Council authorize the solicitation of bids for the reconstruction of City Hall.

**ATTACHMENTS:**

- I. Res. No. 126-17-18
- II. Bray Architects Preliminary Cost Estimate for 2018

III

4.4

Res. No. 126 - 17 - 18. By Alderperson Wolf. January 15, 2018.

A RESOLUTION authorizing advertising bids for the City Hall Renovation Project.

RESOLVED: That the Department of Public Works is authorized and directed to advertise for bids under the five percent (5%) alternative of Section 62.15 (3), Wisconsin Stats, for the renovation of City Hall according to the plans and specifications prepared by Bray Architects, and submit a resume of bides received and accepted to the Common Council for further consideration.

Public Works.

  
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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

SHEBOYGAN CITY HALL  
 CITY OF SHEBOYGAN  
 SHEBOYGAN, WISCONSIN  
 BRAY PROJECT NO. 3245



Bray Associates Architects, Inc.  
 Sheboygan & Milwaukee, Wisconsin  
 Tuesday, September 26, 2017

## Preliminary Cost Estimate | Existing City Hall

30% UPDATE

Basement	8,200	sq.ft.
First Floor:	8,200	sq.ft.
Second Floor:	8,200	sq.ft.
Third Floor:	8,200	sq.ft.
<u>Fourth Floor / Mezz.:</u>	<u>1,500</u>	sq.ft.
Existing City Hall:	34,300	sq.ft. * (net)
New Construction:	<u>6,600</u>	sq.ft.
<b>Total Building Area:</b>	<b>40,900</b>	sq.ft.

<b>DEMOLITION:</b>	\$ 276,200.00
<b>NEW CONSTRUCTION/ RENOVATION:</b>	\$ 4,598,000.00
<b>MECHANICAL /ELECTRICAL/PLUMBING:</b>	\$ 2,879,900.00
<b>Construction   Subtotal:</b>	<b>\$ 7,754,100.00</b>
<b>GENERAL CONSTRUCTION COSTS:</b>	\$ 787,000.00
<b>ESTIMATING CONTINGENCY:</b>	<u>\$ 256,200.00</u>

<b>Total Construction Cost Estimate:</b>	<b>\$ 8,797,300.00</b>
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**SOFT COSTS**

Architectural / Engineering Fee	6.00%	\$	527,800.00
Construction Contingency	4.00%	\$	483,900.00
Geotechnical services			2,500.00
Environmental Engineering Services			2,500.00
Abatement (allowance)	1	I.s. @ \$	100,000.00 \$ 100,000.00
Site permitting fees			
Storm water calculation fee			not included
Notice of Intent (WDNR)			not included
General Site Permitting			2,500.00
Reimbursable expenses (Printing, shipping, etc.)			10,000.00
Plan approval and/or review fees			10,000.00
Owner's builder's risk insurance			10,000.00
Moving and/or relocation services			20,000.00
Furnishings & fixed equipment (allowance)			850,000.00
Council Chambers Audio/Video (allowance)			75,000.00
Telephone system (allowance)			25,000.00
Technology - switches, routers, projectors, monitors,etc. (relocate computers)			30,000.00
Legal / insurance / accounting fees			5,000.00
Land survey			not included
Hazardous material identification			not included

Communications / Radio Tower	not included
Borrowing and/or bonding costs	not included
Traffic impact studies	not included
Multiple bid packages	not included
Design of non-conventional foundations	not included
Wetland delineation and/or relocation	not included
Building commissioning	not included
LEED documentation	not included
Impact fees (storm water, sanitary, water, etc.)	not included
Design/specification of furniture	not included
Construction manager/ owners rep. fees	not included
Land acquisition	not included

<b>Total Soft Cost Estimate</b>	<b>\$ 2,154,200.00</b>
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<b>Total Project Cost Estimate:</b>	<b>\$ 10,951,500.00</b>
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Cost / sq.ft.	267.76
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**General Notes**

1. Construction cost based on traditional design/bid/build const. delivery approach with Spring 2018 bid date
2. Cost estimate assumes 10-12 month construction schedule

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** A resolution authorizing the appropriate City Officials to enter into a contract with Floatation Docking Systems for replacement of bottom galvanized sheet steel on finger piers and replacement of the two finger piers.

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**REPORT PREPARED BY:** David H. Biebel, Director of Public Works

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**REPORT DATE:** January 17, 2018

**MEETING DATE:** January 23, 2018

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**FISCAL SUMMARY:**

**STATUTORY REFERENCE:**

Budget Line Item: 29037500-621200  
Budget Summary: N/A  
Budgeted Expenditure: N/A  
Budgeted Revenue: N/A

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

**BACKGROUND / ANALYSIS:** This resolution authorizes the appropriate City Officials to enter into a contract with Floatation Dock Systems, Inc., Cedarville, MI for the replacement of bottom galvanized sheet steel on finger piers and replacement of two finger piers. This project is in the 2018 Capital Improvements Program and needs to be expedited prior to the boating season starting in May 2018.

**STAFF COMMENTS:** Floatation Docking Systems is the provider of docks that were recently replaced on the south side of the river, as well as the provider of docks at our Marina.

**ACTION REQUESTED:** Motion to approve Res. No. 127-17-18 authorizing the appropriate City Officials to enter into a contract with Floatation Docking Systems for replacement of the bottom galvanized sheet steel on finger piers and replacement of tow finger piers for \$79,640.00.

**ATTACHMENTS:**

- I. Res. No. 127-17-18
- II. Floatation Docking Systems Proposal

III

4.5

Res. No. 127 - 17- 18. By Alderperson Wolf. January 15, 2018.


A RESOLUTION authorizing the appropriate City Officials to enter into a contract with Floatation Docking Systems for replacement of bottom galvanized sheet steel on finger piers and replacement of two finger piers.

WHEREAS, the Department of Public Works is waving the competitive bid due to having prior contracts with Floatation Docking Systems for the reskinning project they completed for Harbor Centre in fall of 2017.

RESOLVED: The appropriate City Officials are hereby authorized to enter into a contract with Floatation Docking Systems to replace the galvanized sheet steel on finger piers and replace two finger piers totaling \$79,640.00.

BE IT FURTHER RESOLVED: The appropriate City Officials are hereby authorized to draw orders on account #29037500-621200 Harbor Centre Marina Fund 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



*Flotation Docking Systems, Inc.*

## **HARBOR CENTRE MARINA**

**FINGER PIER RESKIN**

Submitted To: Matt Bauer

Date: December 14, 2017

Location: Sheboygan, WI.

P. O. Box 178 ~ 160 Hodeck Street ~ Cedarville, Michigan 49719  
Ph (906) 484-3422 ~ Fx (906) 484-2335 ~ [info@flotationdocking.com](mailto:info@flotationdocking.com) ~ [www.flotationdocking.com](http://www.flotationdocking.com)



# Flotation Docking Systems, Inc.

## -PROPOSAL-

Matt Bauer  
Harbor Centre Marina  
821 Broughton Dr.  
Sheboygan, WI. 53081  
[mbauer@f3marina.com](mailto:mbauer@f3marina.com)

Re: Finger Pier Reskin and Replacement.

Matt,

Per our recent conversation, the following proposal / contract is for replacement of bottom galvanized sheet steel on finger piers as specified below, along with the replacement of two finger piers. These items were incorporated in our 11/28/17 Repair Estimate with a number of other options. The following project descriptions along with associated pricing have been copied from the above referenced estimate.

### Reskinning

The reskinning project we completed for Harbor Centre this fall utilized a flat rate mobilization along with range pricing for different sized finger piers. The project went very well and the actual numbers came in below the low end of our range price. We feel comfortable with this approach, therefore, as reiterated below, we will maintain the same estimated prices as provided on 7/12/16 and then again for the last project.

### Mobilization:

Mobilization of crew and equipment would be a flat rate of \$3,420 regardless of quantity or size of finger piers being "reskinned".

### Project Qualifications:

- Work site would require **uninterrupted** use of two lanes of your launch ramp.
- Dumpster services for disposal of removed materials would be provided by owner. **The dumpster must be on site when our crew arrives.**
- The proposed repairs would replace bottom galvanized sheet steel only. Should the integrity of upper sheet steel also be compromised, we would recommend replacement of affected section.
- This estimate assumes all polystyrene flotation material is still intact and that current pier liveload is acceptable.
- We would of course perform a reasonable site cleanup in this area after repairs are complete, however a total and "thorough" cleanup would be considered the owners' responsibility.

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# Flotation Docking Systems, Inc.

## Range Price Estimate:

Based on previously provided range pricing per size and quantity of fingers, our current estimate is \$5,040 - \$5,760, for two (2) 4' x 45' fingers at slips G19/21 and G35/37.

## Reskin F-Dock Fingers

I have discussed this part of the project with both Curt and Eric. Although they both "think" they know how these docks are constructed and what we would have to do to reskin, they aren't certain. We have never pulled one of these fingers out of the water for inspection to determine how to proceed. Therefore, we are estimating with a much higher psf range price and the following qualifications. If construction is as we anticipate when we pull the first section out of the water, repairs should be within the estimated range below. However, if this process reveals a design that is incompatible with our plan, we reserve the right to revise or withdraw our estimate for this portion of the project.

With the above in mind, our estimate to reskin F-Dock finger piers (4 - 4' x 40' and 5 - 4' x 50'), would be \$36,960 - \$49,280.

## Replace Two Fingers

Replace finger piers at slips F3/5 and G7/9. We would match existing features, along with including delivery, and installation.

Your cost to replace these two finger piers currently amounts to \$19,590.

Disposal of finger piers being replaced would be an additional \$1,590.

## Scheduling

For your planning, as well as ours, I feel it's appropriate to explain our method of scheduling this type of work.

Finger pier replacement could be scheduled for anytime (dependent upon other prior contract commitments) there is no ice and temperatures are above freezing for site welding. However, as you know, our spring schedule is typically very compressed. Therefore, we schedule both production and installation in the order in which we receive contract acceptance.

Finger pier reskinning projects are typically scheduled after Labor Day, during the fall, as we consider this type of work to be more of a maintenance item that is known well in advance, verses a

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## Flotation Docking Systems, Inc.

necessity to open a marina in the spring. Nevertheless, a small number of fingers in critical condition can be reskinned during the spring / summer, however this possibility would be very much dependent upon our workload and likely would not be committed to in our schedule more than one week in advance due to other more critical issues that may arise.

As we also discussed, should above project description need to be adjusted prior to production due to other necessary repairs, the same would be reflected in a Change Order to this Contract.

Should you have any questions or comments after your review of the above, please feel free to contact me. If you agree with the above and would like to proceed, please indicate the same with your signature on the attached contract and return copy to us along with deposit.

We appreciate your confidence in the products and services that we provide and look forward to continuing to work with you.

Best regards,

Jeffrey J. Cason

Cc: Cody Carmichael - FDS  
Joni Burger - FDS



# Flotation Docking Systems, Inc.

## **-CONTRACT FOR WORK-**

December 14, 2017

12:33 PM

<b>CONTRACT SUBMITTED TO:</b> Matt Bauer – Harbor Master	<b>PHONE:</b> mbauer@jmarina.com
<b>ADDRESS:</b> 821 Broughton Drive	<b>JOB NAME:</b> Finger Pier Reskin & Replacement
<b>CITY, STATE, AND ZIP CODE:</b> Sheboygan, WI. 53081	<b>JOB LOCATION:</b> Harbor Centre Marina

### It is Agreed:

Flotation Docking Systems, Inc. ("FDS") is hereby entering into an agreement with the *City of Sheboygan* ("The Owner") to furnish material and labor, complete in accordance with the attached proposal.

### And as Such:

All work to be completed in a workmanlike manner according to standard practices and codes. Any alteration or deviation from the proposal will be executed only upon written change orders, and will become an extra charge over and above (or a deduct from) the contract amount. This agreement is contingent upon strikes, accidents, or delays beyond our control. Flotation Docking System's workers are fully covered by Workmen's Compensation Insurance. This coverage does not extend to employees working under the direction of, or as an agent for others.

### Acceptance of Contract:

By signing below, both parties agree that all prices, qualifications, scopes of work, terms, and conditions noted in the proposal are satisfactory and are hereby accepted. Additionally, both parties agree to be fully bound to the terms of this contract in its entirety, including but not limited to all 9 pages of this agreement, attachments, change orders, and shop drawings. Payment will be made as outlined below.

### Contract Value & Payment Schedule:

*Deposit with Contract Acceptance:*                      *Seventy-Nine Thousand Six Hundred Forty Dollars.....\$79,640.00*

*Total Contract Amount:*                                      *Seventy-Nine Thousand Six Hundred Forty Dollars.....\$79,640.00*

*Jeffrey Cason* \_\_\_\_\_ 12/14/2017  
 FDS Signature Date

*Daniel Hoffland* \_\_\_\_\_ 12/19/17  
 Authorized Client Signature Date



*Flotation Docking Systems, Inc.*

## **CONTRACT TERMS & CONDITIONS**

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# Flotation Docking Systems, Inc.

## I. Terminology:

- a. "FDS" – Refers to Flotation Docking Systems, Inc.
- b. "Owner" – Refers to the original purchaser of the dock system.
- c. "Dock System" – Refers to the entire floating pier system as described in The Proposal.
- d. "The Proposal" – Refers to attached proposal document that was submitted to the owner (or owner's representative) as a quotation for bidding purposes. Proposal may be modified from original form to reflect changes discussed after the initial bid submittal.
- e. "The Contract" – Refers to the binding agreement between FDS and the Owner, as detailed in The Proposal and this agreement.
- f. "Change Order" – Refers to a document authorizing a deviation from The Proposal and/or Shop Drawings that results in a monetary impact to the Contract value. Both parties must accept all change orders, in writing.
- g. "Shop Drawings" – Refers to project plans which are used for the purpose of dock fabrication.
- h. "Notice of Final Completion" – Refers to a document issued by FDS identifying a project completion date.

## II. Entire Agreement:

- a. The terms and conditions of this contract, in its entirety without exception, shall act as a binding agreement between FDS and The Owner. And as such, it shall extend to all officers, board members, future transferees, or any other agent/entity acting under the direction, control, or on behalf of either party.
- b. Any item(s) noted within parenthesis will not detract from this agreement in any way, and shall accordingly be treated as part of The Agreement.

## III. Severability:

The invalidity or unenforceability of any particular provision 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 provision were omitted.

## IV. Scheduling:

- a. A deposit for the amount indicated above is required to secure The Owner's position in the FDS production schedule.
- b. FDS agrees to fully complete all work required pursuant to this proposal on or before *November 1, 2018 pending acceptance of this contract prior to December 31, 2017*. Should Change Orders or unforeseen conditions occur that would result in a delay in the completion of The Contract, FDS shall notify The Owner of the same within 48 hours of the commencement of the delay.
- c. In the event FDS is delayed by reasons of force majeure, including acts of God, fire, flood, acts of The Owner, abnormal adverse weather conditions, or other causes shown to be without the fault of and beyond the control of FDS (including emergencies requiring immediate attention of FDS crews), FDS reserves the right to unilaterally adjust any portion of the schedule (production, installation, or otherwise).
- d. In the event that a Change Order may delay project completion, FDS shall update The Owner as to the newly anticipated project completion date. If approved by both parties, the updated date shall become the project completion date as set forth above.

## V. Completion of Work:

- a. Once all portions of work have been entirely carried out in accordance with The Proposal, Shop Drawings, The Contract, and any Change Orders, FDS shall furnish a Notice of Final Completion to The Owner, which must be signed by both parties.
- b. The Notice of Final Completion shall establish a firm date for the purpose of all warranties and final billing.
- c. Within thirty (30) business days of issuing the Notice of Final Completion, an operations and maintenance manual will be submitted to The Owner.

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# Flotation Docking Systems, Inc.

## VI. Title & Risk of Loss:

- a. FDS shall retain title of the Dock System until all work has been carried out in accordance with The Proposal *and* paid in full by The Owner.
- b. Risk of loss shall transfer from FDS to The Owner in a piecemeal fashion as individual portions of the Dock System are delivered. For the purpose of this agreement, an item shall be considered "delivered" once it has been transported to the project site (or referenced storage facility) and fully offloaded.

## VII. Payment:

- a. Payment to be carried out as stated above on signature page of this agreement.
- b. FDS may deviate from the payment schedule established herein for individual payment applications. Each application shall be accompanied with evidence of work completed via photographs, packing slips, etc.
- c. Any amounts not paid within 30 calendar days of the invoice date are subject to a 1.5% monthly interest rate.
- d. FDS reserves the right to utilize small claims court for any amount(s) under \$5,000 not fully paid within ninety (90) calendar days in accordance with State of Michigan Law.

## VIII. Modifications:

- a. In the event that the Owner wishes to alter the dockage design and/or modify terms of this agreement, it must be noted via written Change Order and approved by both parties. All Change Orders shall clearly state the nature of the change, impact to contract value, and reason for modification.
- b. Any changes, modifications, or alterations made to the dock system after FDS has issued the Notice of Final Completion that are not conducted or approved by FDS (in writing) may void any existing warranty partially or entirely.
- c. FDS shall be released from *any and all* liability pertaining to modifications and/or work not conducted or approved by an agent of FDS.

## IX. Indemnification:

To the greatest extent allowed by law, as amended over time, the Owner agrees to forever indemnify and hold harmless FDS and its employees/agents against any and all claims, suits, actions, torts, legal or administrative proceedings, demands, judgments, liabilities, attorney/arbitrator fees, and expenses of any nature (or claims thereof) arising out of misuse, injury, death, damage, loss, negligence, breach, or any other matter as it pertains to the dock, so long as FDS has not acted grossly negligent in fabricating the dock system or completing the work as identified in The Proposal.

## X. Dispute Resolution:

Except for circumstances that qualify for small claims court as stated in Section VII – Payment (Item D), all disputes that cannot be solved by compromise and/or general discussion shall be addressed via mediation and/or arbitration as follows:

- a. If both parties agree to mediate the dispute they may select a mediator to assist in settling the dispute. The mediator shall be mutually selected, shall be an expert in the area of the dispute, and shall be paid equally by both parties. If the parties are unable to resolve the dispute through mediation then they shall proceed to arbitration pursuant to the terms of this contract.
- b. If the parties are unable to successfully mediate the claim, or choose to forgo mediation, any breach, controversy, dispute or claim arising out of, or relating to this contract shall be settled by arbitration. The parties to this contract are *not allowed to litigate* any disputes regarding this contract in a court of United States of America law. The parties *must* use arbitration rather than litigation to resolve their disputes regarding this contract. The arbitration shall be held in accordance with the American Arbitration Association rules and regulations. In addition the following provisions shall apply:
  - i. If both parties agree, the arbitration hearing may be tried via telepresence.
  - ii. The arbitrator shall be an individual who has substantial experience regarding the nature of the dispute.



# Flotation Docking Systems, Inc.

- iii. The request for arbitration shall be made no later than six months after the party knew, or should have known, of the issue in dispute.
- iv. The arbitrator shall determine who shall pay all arbitration and legal fees, including, but not limited to: American Arbitration Association fees, arbitrators fees, arbitrator's travel costs, damages, etc.
- v. All arbitrations are to be tried under the state of Michigan law. The arbitration hearings shall occur in St. Ignace, Michigan, or Sault Ste. Marie, Michigan.
- vi. The arbitrator's written decision shall be final and binding on all parties.

## **XI. Design Criteria:**

- a. Unless specifically noted otherwise, floating piers, anchorages and connections shall be designed and engineered in accordance with the MDNR Specification for Small Craft Harbors and ASCE Report No. 50, "Small Craft Harbors", dated 2000 or current edition.
- b. As a condition of this agreement, The Owner acknowledges approval of all dockage and/or utility design specifications as stated within the Proposal. Any aspect that is changed or modified as a result of The Owner's review of Shop Drawings shall require a written Change Order as stated in section *VIII. - Modifications*.
- c. In the event that The Owner wishes to utilize an alternate specification for the purpose of designing or engineering any portion of the Dock System, the following shall apply:
  - i. The Owner shall be responsible for securing the services a registered professional engineer for the purpose of establishing the new specification(s).
  - ii. The selected engineer shall be licensed for the state in which the Dock System is to be installed.
  - iii. All expenses for the engineer's service shall be paid entirely by The Owner.
  - iv. If FDS is required to re-engineering unrelated components of the Dock System as a result of the new specification(s), FDS reserves the right to adjust pricing accordingly.
- d. Any additional project specific engineering that may be required/requested shall be completed at The Owner's expense.

## **XII. Scope of Work:**

- a. FDS shall only be responsible for completing work as described in The Proposal.
- b. FDS shall not be responsible for paying any fees, expenses, fines, penalties, or undertaking any other mitigating circumstances due to incorrect/incomplete work of others.
- c. In the event that a Change Order modifies a portion the FDS scope of work as described in The Proposal, either directly or indirectly, the this agreement shall govern the Change Order as if part of the original Contract.

## **XIII. Breach of contract:**

- a. A breach of contract is considered to have occurred when one party has acted in a manner that is inconsistent with this agreement.
- b. In the event that a breach of this agreement were to occur, the breaching party may not sue or take any other legal action against the non-breaching party to this contract.

## **XIV. Warranties:**

- a. FDS warrants to the Owner of the dock system that all products shall be free from defects in materials, workmanship, and/or design under normal use for a period of five years. Any portion of the Dock System that is not engineered and stamped by an FDS appointed independent engineer may not be covered as a part of this warranty. At any time within the warranty period, FDS will replace any part, assembly, or portion thereof deemed defective as revealed by an inspection conducted by an agent of FDS.
- b. FDS does not extend the above warranty to products manufactured by others and used as part of this work (i.e. utility pedestals, sewage pump outs, fuel dispensers, etc.). We will however, endeavor to pursue to a reasonable extent, warranty coverage as provided by the affected product's manufacturer.
- c. FDS shall not be responsible for any damage resulting from any misuse, alteration, or transportation after delivery.
- d. Any/all damage caused by flooding, windstorm, fire, moving ice (thermal expansion, current, or wind driven), or any act of God exceeding the general design criteria shall not be covered by this warranty.

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**DIRECT REFERRAL TO PUBLIC WORKS**

Res. No. 129 - 17 - 18. By Alderperson Wolf. February 5, 2018.

A RESOLUTION authorizing advertising for bids for the 2018 Capital Improvement Projects.

RESOLVED: That the Engineering Division is hereby authorized and direct to advertise for bids under the five percent (5%) alternative of Section 63.13 (3), Wisconsin Stats., for :

1. The resurfacing and sewer lining of following:
  - a. Heller Avenue (N. 15<sup>th</sup> Street to N. 17<sup>th</sup> Street)
  - b. Mehrtens Avenue (N. 15<sup>th</sup> Street to N. 17<sup>th</sup> Street)
  - c. N. 3<sup>rd</sup> Street (Broughton Drive to Bluff Avenue)
  - d. N. 7<sup>th</sup> Street (Erie Avenue to Superior Avenue)
  - e. N. 17<sup>th</sup> Street (Erie Avenue to Saemann Avenue)
  - f. Washington Avenue (Lakeshore Drive to S. 20<sup>th</sup> Street)
  - g. Evans Avenue (Erie Avenue to Wildwood Avenue)
2. The reconstruction of Taylor Drive (Erie Avenue to Kohler Memorial Drive)
3. The Taylor Drive sanitary sewer extension
4. The N. 3<sup>rd</sup> Street Forcemain
5. The Broadway Sanitary Sewer (N. 7<sup>th</sup> Street to N. 13<sup>th</sup> Street)
6. The Citywide sidewalk Program
7. The Washington Avenue sidewalk (S. Business Drive to the West)
8. The Concord Drive Storm Sewer Extension
9. The Wilson Avenue Storm Sewer Outfall
10. The Business Park Expansion
11. Citywide Mini Storm Sewer Program
12. Citywide Wastewater Treatment Plant Projects

*Public Works*

According to the plans and specifications prepared by the City Engineer, and submit a resume of bids received and accepted to the Common Council for further consideration.

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I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of

\_\_\_\_\_, 20 .

Dated \_\_\_\_\_ 20 . \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20 . \_\_\_\_\_, Mayor

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** A RESOLUTION authorizing advertising for bids for the 2018 Capital Improvement Projects.

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**REPORT PREPARED BY:** Ryan Sazama, City Engineer

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**REPORT DATE:** January 17, 2017

**MEETING DATE:** January 23, 2018

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**FISCAL SUMMARY:**

**STATUTORY REFERENCE:**

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

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

**BACKGROUND / ANALYSIS:** The plans and specifications are at the stage to solicit bids for the 2018 Capital Improvement Projects. The designs are based on the budget as presented previously and approved in the Capital Improvements Plan.

**STAFF COMMENTS:** The resolution only authorizes soliciting bids for the 2018 Capital Improvement Projects and does not commit to entering into a contract. These projects are part of the approved 2018 Capital Improvement Projects. The following are the 2018 Capital Improvement Projects:

1. The resurfacing and sewer lining of following:
  - a. Heller Avenue (North 15th Street to North 17th Street)
  - b. Mehrtens Avenue (North 15th Street to North 17th Street)
  - c. North 3rd Street (Broughton Drive to Bluff Avenue)
  - d. North 7th Street (Erie Avenue to Superior Avenue)
  - e. North 17th Street (Erie Avenue to Saemann Avenue)
  - f. Washington Avenue (Lakeshore Drive to South 20th Street)
  - g. Evans Avenue (Erie Avenue to Wildwood Avenue)
2. The reconstruction of Taylor Drive (Erie Avenue to Kohler Memorial Drive)
3. The Taylor Drive sanitary sewer extension
4. The North 3rd Street Forcemain
5. The Broadway Sanitary Sewer (North 7th Street to North 13th Street)
6. The Citywide sidewalk program
7. The Washington Avenue sidewalk (South Business Drive to the West)
8. The Concord Drive Storm Sewer Extension
9. The Wilson Avenue Storm Sewer Outfall
10. The Business Park Expansion
11. Citywide Mini Storm Sewer Program
12. Citywide Wastewater Treatment Plant Projects

**ACTION REQUESTED:** Motion to approve Res. No. 129-17-18. A RESOLUTION authorizing advertising for bids for the 2018 Capital Improvement Projects.

**ATTACHMENTS:**

- I. Res. No. 129-17-18