

*****ATTACHMENTS*****

III

4.6

Res. No. 196 - 20 - 21. By Alderpersons Dekker and Sorenson.
April 7, 2021.

A RESOLUTION authorizing the Mayor and City Clerk to execute the necessary documents to dedicate a temporary limited easement to Sheboygan County at 2412 Indiana Avenue.

RESOLVED: That the Mayor and City Clerk are hereby authorized to enter into a temporary limited easement, in substantially similar form to that attached to this Resolution, with respect to 0.028 acres of land at 2412 Indiana Avenue, to allow Sheboygan County to grade a portion of the property.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are authorized to enter into any other documents that may be reasonably necessary to effectuate the temporary limited easement, including, but not limited to, the Donation - Waiver of Appraisal Recommendation and Approval document attached to this Resolution.

PW

Dean Dekker
Joan Sorenson

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

TEMPORARY LIMITED EASEMENT

Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]
lpa1577 04/2016 (replaces lpa1577 10/2011)

THIS EASEMENT, made by City of Sheboygan GRANTOR, conveys a temporary limited easement as described below to the Sheboygan County, a municipal corporation, GRANTEE, for the sum of mutual benefits dollars (\$0) for the purpose of grading.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

Page 1 of 2

This space is reserved for recording data

Return to
Sheboygan County Transportation Department
W5741 CTH J
Plymouth, WI 53073

Parcel Identification Number/Tax Key Number
59281513630

Signature Date

Print Name

Signature Date

Print Name

Signature Date

Print Name

Signature Date

Print Name

Date

State of Wisconsin)
)
) ss.
)
) County)

On the above date, this instrument was acknowledged before me by the named person(s).

Signature, Notary Public, State of Wisconsin

Print or Type Name, Notary Public, State of Wisconsin

Date Commission Expires

Project ID
103554

This instrument was drafted by Parcel No.
Sheboygan County Transportation Department 19

LEGAL DESCRIPTION

That part of Government Lot 2 of Section 27, Town 15 North, Range 23 East, lying in the City of Sheboygan, Sheboygan County, State of Wisconsin, described as follows:

Commencing at the West 1/4 corner of said Section 27; thence N 00°43'13" E along the West line of said Government Lot 2 of said Section 27, 570.69 feet; thence N 72°17'09" E, 683.12 feet; thence N 17°42'51" W, at a right angle, 24.47 feet to the north right of way line of CTH PP and the Point of Beginning; thence N 00°36'28" E, along owners west property line, 9.73 feet; thence N 72°01'32" E, 128.53 feet to said owners east property line; thence S 00°36'28" W, along said owners east property line, 10.26 feet to said north right of way line; thence S 72°14'58" W, along said north right of way line, 128.36 to the Point of Beginning.

The above described parcel contains **0.028** acres of land, more or less.

DONATION - WAIVER OF APPRAISAL RECOMMENDATION AND APPROVAL

lpa1898 09/2011 (Replaces LPA3040) Ch. 32 Wis. Stats.

Owner City of Sheboygan	
Acres/Sq. Ft. Required 0.028 acre	Interest Required TLE

The undersigned owner(s) of the above lands declare intent to dedicate said lands.

Having been fully informed of the right to have the property appraised and to receive just compensation based upon an appraisal, the undersigned further state that the decision to dedicate said lands was made without any undue influence or coercive action of any nature, and that the right to an appraisal and to just compensation is hereby waived.

It is intended that the instrument of conveyance will be executed upon presentation by Sheboygan County agents or representatives.

Owner signature Date

Print name

Owner signature Date

Print name

APPROVED FOR:

Sheboygan County, a municipal corporation
Municipality name

Approval signature Date

Print name and title

Project ID: 103554	County: Sheboygan	Parcel No.: 19
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CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the Mayor and City Clerk to execute the necessary documents to dedicate a temporary limited easement to Sheboygan County at 2412 Indiana Avenue.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: April 8, 2021

MEETING DATE: April 13, 2021

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS: This temporary limited easement is needed for grading purposes for the reconstruction of Indiana Avenue from Taylor Drive to N. 24th Street. This section of Indiana Avenue is scheduled for reconstruction in 2022 and is a WI DOT and Sheboygan County sponsored project.

STAFF COMMENTS: This temporary limited easement will be for City owned property along the Indiana Avenue corridor.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 196-20-21 A resolution authorizing the Mayor and City Clerk to execute the necessary documents to dedicate a temporary limited easement to Sheboygan County at 2412 Indiana Avenue.

ATTACHMENTS:

- I. Res. No. 196-20-21
- II. Temporary Limited Easement Attachment

III

4.7

Res. No. 197 - 20 - 21. By Alderpersons Dekker and Sorenson.
April 7, 2021.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company for the construction of the 2021 Streets Improvements - Package 2 (Geele Avenue).

WHEREAS, the City of Sheboygan has advertised for bids to construct the 2021 Streets Improvements - Package 2 (Geele Avenue) (the "Project"); and

WHEREAS, two bids were received in response to that advertisement; and

WHEREAS, the low bid was from Buteyn-Peterson Construction Company for \$1,160,867.50; and

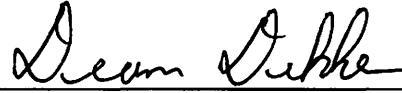
WHEREAS, the City Engineer has reviewed the bids and determined that the low bid met all of the specifications.

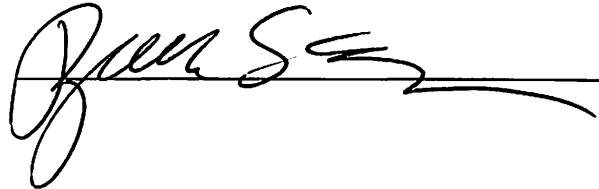
NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached agreement with Vinton Construction Company, Inc. for the construction of the Project.

PW

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

Acct. No. 48033140-631200 (Street Improvements) \$1,011,718.50
Acct. No. 60134110-980099 (Wastewater Fund-Sanitary) \$149,149.00





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

Dated _____ 20 . _____, City Clerk

Approved _____ 20 . _____, Mayor

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

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

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: 2021 Street Improvements – Package 2: Geele Avenue

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Excavation, Concrete Paving, Concrete Curb and Gutter, Storm Sewer, Sanitary Sewer, Concrete Sidewalk and Lawn Restoration

2.02 City of Sheboygan Account Number: 48033140-631200 and 60134110-980099

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by the Engineering Division, Department of Public Works, City of Sheboygan.

3.02 The Engineering Division, Department of Public Works, City of Sheboygan, Sheboygan, WI will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

If ENGINEER is undesignated, OWNER shall assume the duties and responsibilities of ENGINEER through OWNER's Director of Public Works (DPW), or the DPW's designee.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Dates*

A. The work will be substantially complete no later than September 10, 2021, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.

B. Parts of the Work shall be substantially completed on or before the following Milestone(s):

1. Milestone 1 as identified in 01 11 00 – SUMMARY OF WORK: 6:00 AM on the 36th Calendar Day after starting work.

4.03 *Liquidated Damages*

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

4.04 *Special Damages*

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

ARTICLE 5 – CONTRACT PRICE

- 5.01** Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

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

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
1. This Agreement (pages 00 52 00-1 to -7, inclusive).
 2. Performance bond (pages 00 61 13-1 to 00 61 13 - ___, inclusive).
 3. Payment bond (pages 00 61 14-1 to 00 61 14- ___, inclusive).
 4. General Conditions (EJCDC C-700, 2013 Edition) Supplementary Conditions, Specifications, and Drawings, not attached but incorporated by reference, as listed in the attached table of contents of the Project Manual and Drawings.
 5. Addenda (not attached but incorporated by reference) (numbers 1 to 2, inclusive).
 6. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor’s Bid (pages 1).
 7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed,
 - b. Work Change Directives,
 - c. Change Orders,
 - d. Field Order,
 - e. Task Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

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

(Continued on next page)

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

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

OWNER:
City of Sheboygan

CONTRACTOR:

By: _____
(signature)
Name,
Title: Michael Vandersteen, Mayor

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

Date: _____

Date: _____

Attest:

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

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

Address for giving notices:

Date: _____

Signatures authorized pursuant to Res. ___-20-21.

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

Approved as to form and Execution:

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

2021 Street Improvements – Package 2
Geele Avenue

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00 00 00	PROCUREMENT AND CONTRACTING REQUIREMENTS	
00 01 01	Cover	00 01 01-1
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00 21 13	Instructions for Bidders	00 21 13-1 to 00 21 13-10
00 41 43	Bid Form	00 41 43-1 to 00 41 43-5
00 41 44	Unit Price Worksheet	00 41 44-1
00 41 44.1	Quest Unit Price Worksheet	1 Page
00 42 13	Bid Bond	00 42 13-1 to 00 42 13-2
00 45 13	Bidder's Proof of Responsibility	00 45 13-1 to 00 45-13-5
00 45 19	Non-Collusion Affidavit of Bidder	00 45 19-1
00 45 20	Non-Collusion Affidavit of Subcontractor	00 45 20-1
00 45 50	List of Subcontractors	00 45 50-1
00 52 00	Agreement	00 52 00-1 to 00 52 00-7
00 55 00	Notice to Proceed	00 55 00-1
00 61 13	Performance Bond	00 61 13-1 to 00 61 13-3
00 61 14	Payment Bond	00 61 14-1 to 00 61 14-3
00 62 11	Submittal Cover	00 62 11-1
00 62 76	Application for Payment	00 62 76-1 to 00 62 76-2
00 63 13	Request for Information	00 63 13-1
00 63 49	Work Change Directive	00 63 49-1
00 63 63	Change Order Form	00 63 63-1 to 00 63 63-2
00 65 16	Certificate of Substantial Completion	00 65 16-1
00 65 18	Certificate of Compliance	00 65 13-1
00 65 19	Consent of Surety to Final Payment	00 65 19-1
00 72 00	General Conditions	00 72 00 -1 to 00 72 00-72
00 73 00	Supplementary Conditions	00 73 00-1 to 00 73 00-14
01 00 00	GENERAL REQUIREMENTS	
01 11 00	Summary of Work	01 11 00-1 to 01 11 00-5
01 14 00	Work Restrictions	01 14 00-1 to 01 14 00-6
01 21 00	Allowances	01 21 00-1
01 22 00	Unit Prices	01 22 00-1
01 55 26	Traffic Control	01 55 26-1 to 01 55 26-2
01 57 19	Temporary Environmental Controls	01 57 19-1 to 01 57 19-2
10 00 00	SPECIALTIES	
10 14 53	Traffic Signage	10 14 53-1 to 10 14 53-2

CITY OF SHEBOYGAN
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31 25 00	Erosion Control and Site Maintenance	31 25 00-1 to 31 25 00-3
32 00 00	EXTERIOR IMPROVMENTS	
32 10 01	Bituminous Resurfacing	32 10 01-1 to 32 10 01-8
33 00 00	UTILITIES	
33 00 00	Storm and Sanitary Utilities	33 00 00-1 to 33 00 00-3
33 01 31	Sewer Lining	33 01 31-1 to 33 01 31-5
33 01 31.1	Sewer Televising - Requirements for Digital Data Delivery	1 Page

PLOTTED BY: MOYER, TIM



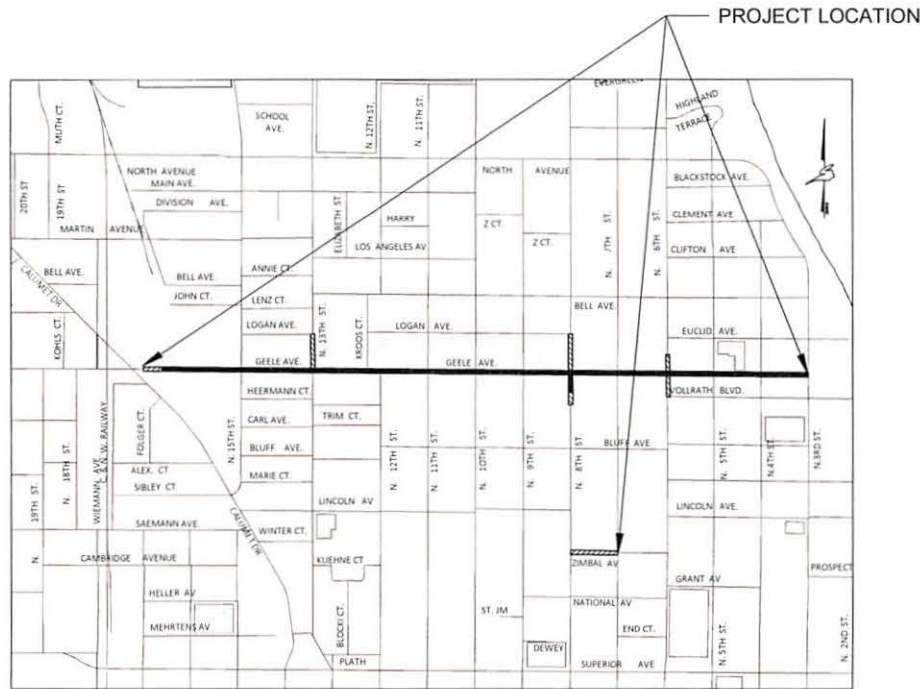
CITY OF SHEBOYGAN DEPARTMENT OF PUBLIC WORKS

BID NUMBER: 2455-21

2021 STREET IMPROVEMENTS - PACKAGE 2

GEELE AVENUE

MARCH 2021



NOT TO SCALE

INDEX OF SHEETS

SHEET NO.	DRAWING NO.	DESCRIPTION
1	000 CV	TITLE SHEET
2	001 GN	GENERAL NOTES
3	020 OP	OVERALL PLAN
4	030 SC	SURVEY CONTROL
5-20	040 D	CONSTRUCTION DETAILS
21-32	050 RD	REMOVAL DETAILS
33-36	110EC-2	EROSION CONTROL - NOTES
37-46	205 PP	NEW STORM SEWER DETAILS
47-61	206 PP	SEWER LINING DETAILS AND REPAIR DETAILS
62-73	400 PP	PLAN SHEETS
74-95	600 PD	PAVING DETAILS
96-97	700 MQ	MISCELLANEOUS QUANTITIES

----- = SEWER LINING LOCATIONS ON SIDE ROADS

FILE NAME: P:\ENGIN\2021\GEELE AVENUE IMPROVEMENTS TO N. 13RD ST\PRODUCTION\PLAN SHEETS\0000.DWG
LAYOUT NAME: 0000V

Date	
Drawn By	
Revision Number	
Revision Description	
2021 STREET IMPROVEMENTS - PACKAGE 2 GEELE AVENUE	
TITLE SHEET	
<p>CITY OF SHEBOYGAN PUBLIC WORKS</p> <p>City of Sheboygan Department of Public Works Engineering Division 2020 New Jersey Avenue Sheboygan, WI 53081</p> <p>Ryan Szrama, PE - City Engineer</p> <p>Designed By: TJM Drawn By: TJM Checked By: KEJ Plot Date: 1/11/21 Bid No: 2455-21 Project Date: MARCH 2021 Sheet No: Drawing No: 0000V</p>	

2455-21 2021 Street Improvements ? Package 2 Geele Avenue (#7644740)

Owner: Sheboygan WI, City of
 Solicitor: Sheboygan WI, City of
 03/25/2021 10:00 AM CDT

						Buteyn-Peterson Construction Company	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
	1		1 Mobilization	LS	1	\$22,791.00	\$22,791.00
	2		2 Traffic Control (excluding PCMS Boards)	LS	1	\$17,300.00	\$17,300.00
	3		3 PCMS Boards	Days	35	\$100.00	\$3,500.00
	4		4 Removing Traffic Signal (15th Street)	LS	1	\$2,500.00	\$2,500.00
	5		5 Removing Curb and Gutter	LF	1700	\$15.00	\$25,500.00
	6		6 Removing Concrete Sidewalk	SY	1400	\$22.50	\$31,500.00
	7		7 Removing Pavement	SY	2300	\$6.00	\$13,800.00
	8		8 Milling Asphaltic Pavement 3-Inch	SY	25700	\$2.09	\$53,713.00
	9		9 Butt Joints	SY	1000	\$6.13	\$6,130.00
	10		10 Removing Manholes	Each	4	\$435.00	\$1,740.00
	11		11 Removing Inlets	Each	23	\$275.00	\$6,325.00
	12		12 Abandoning Inlet Leads	Each	20	\$250.00	\$5,000.00
	13		13 HMA Pavement 4 LT 58-28 S	Tons	4125	\$65.40	\$269,775.00
	14		14 HMA Pavement 4 HT 58-28 S	Tons	115	\$72.00	\$8,280.00
	15		15 Tack Coat	Gal	3110	\$3.00	\$9,330.00
	16		16 Concrete Sidewalk 4-Inch	SF	12600	\$5.00	\$63,000.00
	17		17 Base Aggregate Dense 1 1/4-Inch (undistributed)	Tons	25	\$9.00	\$225.00
	18		18 Concrete Base 7-Inch	SY	2300	\$44.30	\$101,890.00
	19		19 Detectable Warning Fields	SF	984	\$30.00	\$29,520.00
	20		20 Concrete Curb and Gutter 24-inch (at Ramps)	LF	1250	\$29.50	\$36,875.00
	21		21 Concrete Curb and Gutter 24-inch (overlaid pan)	LF	350	\$23.55	\$8,242.50
	22		22 Concrete Curb and Gutter 30-inch (overlaid pan)	LF	350	\$24.20	\$8,470.00
	23		23 Pedestrian Curb	LF	320	\$25.00	\$8,000.00
	24		24 Salvage and Reset Manhole Frame and Grate	Each	6	\$385.00	\$2,310.00
	25		25 Salvage and Reset Inlet Frame and Grate	Each	12	\$385.00	\$4,620.00
	26		26 Inlets Type N1	Each	24	\$1,450.00	\$34,800.00
	27		27 Inlet Frame and Grate	Each	24	\$665.00	\$15,960.00
	28		28 Manhole 4-FT Diameter (<9 FT Depth)	Each	3	\$2,100.00	\$6,300.00
	29		29 Manhole 4-FT Diameter (>9 FT Depth)	Each	1	\$4,035.00	\$4,035.00
	30		30 Storm Manhole Casting	Each	5	\$485.00	\$2,425.00
	31		31 24-Inch RCP Connection to Existing MH (15th Street)	Each	1	\$1,000.00	\$1,000.00
	32		32 Reconnect Sanitary Lateral	Each	3	\$4,150.00	\$12,450.00
	33		33 Repair Offset Joint	Each	2	\$4,150.00	\$8,300.00
	34		34 10-Inch PVC Sanitary Sewer	LF	27	\$150.00	\$4,050.00
	35		35 10-Inch PVC Storm Sewer	LF	80	\$81.00	\$6,480.00
	36		36 12-Inch PVC Storm Sewer	LF	995	\$81.00	\$80,595.00
	37		37 24-Inch RCP Storm Sewer	LF	550	\$76.00	\$41,800.00
	38		38 Sanitary Sewer Lining 8-Inch	LF	607	\$25.00	\$15,175.00
	39		39 Sanitary Sewer Lining 10-Inch	LF	4199	\$26.00	\$109,174.00
	40		40 Storm Sewer Lining 10-Inch	LF	760	\$26.00	\$19,760.00
	41		41 Storm Sewer Lining 12-Inch	LF	299	\$33.00	\$9,867.00
	42		42 Inlet Protection	Each	75	\$40.00	\$3,000.00
	43		43 Rock Bags	Each	100	\$10.00	\$1,000.00
	44		44 Install Solar Powered Flashing Stop Signs and Sign Supports	Each	4	\$7,500.00	\$30,000.00
	45		45 Site Restoration	LS	1	\$1,000.00	\$1,000.00
	46		46 Manhole 6-FT Diameter (<9 FT Depth)	Each	1	\$3,360.00	\$3,360.00
	47		47 Allowance - Televising Video Conversion	LS	1	\$10,000.00	\$10,000.00
Total							\$1,160,867.50

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company for the construction of the 2021 Streets Improvements — Package 2 (Geele Avenue).

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: April 8, 2021

MEETING DATE: April 13, 2021

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: See attached
Resolution
Budget Summary: See attached
Resolution
Budget Expenditure: \$1,160,867.50
Budgeted Revenue: N/A

Wisconsin Statutes:
Municipal Code: N/A

BACKGROUND / ANALYSIS: The attached document authorizes the department to enter into a contract for the 2021 Street Improvements — Package 2 (Geele Avenue from N. 3rd Street to Calumet Drive). This program is our traditional mill-and-fill asphalt replacement program and also includes curb and gutter replacement, intersection sidewalk repairs, sanitary sewer repairs, and storm sewer repairs.

The total contract amount is \$1,160,867.50.

STAFF COMMENTS: This Geele Avenue road construction project is a part of the Department of Public Works 2020 CIP Program. The Department of Public Works recommends approval of the resolution.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 197-20-21. A resolution authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company for the construction of the 2021 Streets Improvements — Package 2 (Geele Avenue).

ATTACHMENTS:

- I. Res. No. 197-20-21
- II. Buteyn-Peterson Construction Company Agreement
- III. Bid Summary

2455-21 2021 Street Improvements ? Package 2 Geele Avenue (#7644740)
 Owner: Sheboygan WI, City of
 Solicitor: Sheboygan WI, City of
 03/25/2021 10:00 AM CDT

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Buteyn-Peterson		Vinton Construction Company	
						Unit Price	Extension	Unit Price2	Extension3
	1	1	Mobilization	LS	1	\$22,791.00	\$22,791.00	\$36,500.00	\$36,500.00
	2	2	Traffic Control (excluding PCMS Boards)	LS	1	\$17,300.00	\$17,300.00	\$17,300.00	\$17,300.00
	3	3	PCMS Boards	Days	35	\$100.00	\$3,500.00	\$100.00	\$3,500.00
	4	4	Removing Traffic Signal (15th Street)	LS	1	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00
	5	5	Removing Curb and Gutter	LF	1700	\$15.00	\$25,500.00	\$20.50	\$34,850.00
	6	6	Removing Concrete Sidewalk	SY	1400	\$22.50	\$31,500.00	\$9.00	\$12,600.00
	7	7	Removing Pavement	SY	2300	\$6.00	\$13,800.00	\$4.00	\$9,200.00
	8	8	Milling Asphaltic Pavement 3-Inch	SY	25700	\$2.09	\$53,713.00	\$2.20	\$56,540.00
	9	9	Butt Joints	SY	1000	\$6.13	\$6,130.00	\$5.80	\$5,800.00
	10	10	Removing Manholes	Each	4	\$435.00	\$1,740.00	\$550.00	\$2,200.00
	11	11	Removing Inlets	Each	23	\$275.00	\$6,325.00	\$290.00	\$6,670.00
	12	12	Abandoning Inlet Leads	Each	20	\$250.00	\$5,000.00	\$425.00	\$8,500.00
	13	13	HMA Pavement 4 LT 58-28 S	Tons	4125	\$65.40	\$269,775.00	\$65.40	\$269,775.00
	14	14	HMA Pavement 4 HT 58-28 S	Tons	115	\$72.00	\$8,280.00	\$72.00	\$8,280.00
	15	15	Tack Coat	Gal	3110	\$3.00	\$9,330.00	\$3.00	\$9,330.00
	16	16	Concrete Sidewalk 4-Inch	SF	12600	\$5.00	\$63,000.00	\$7.30	\$91,980.00
	17	17	Base Aggregate Dense 1 1/4-Inch (undistributed)	Tons	25	\$9.00	\$225.00	\$10.00	\$250.00
	18	18	Concrete Base 7-Inch	SY	2300	\$44.30	\$101,890.00	\$41.95	\$96,485.00
	19	19	Detectable Warning Fields	SF	984	\$30.00	\$29,520.00	\$28.00	\$27,552.00
	20	20	Concrete Curb and Gutter 24-inch (at Ramps)	LF	1250	\$29.50	\$36,875.00	\$27.50	\$34,375.00
	21	21	Concrete Curb and Gutter 24-inch (overlaid pan)	LF	350	\$23.55	\$8,242.50	\$20.00	\$7,000.00
	22	22	Concrete Curb and Gutter 30-inch (overlaid pan)	LF	350	\$24.20	\$8,470.00	\$20.00	\$7,000.00
	23	23	Pedestrian Curb	LF	320	\$25.00	\$8,000.00	\$20.00	\$6,400.00
	24	24	Salvage and Reset Manhole Frame and Grate	Each	6	\$385.00	\$2,310.00	\$660.00	\$3,960.00
	25	25	Salvage and Reset Inlet Frame and Grate	Each	12	\$385.00	\$4,620.00	\$660.00	\$7,920.00
	26	26	Inlets Type N1	Each	24	\$1,450.00	\$34,800.00	\$1,450.00	\$34,800.00
	27	27	Inlet Frame and Grate	Each	24	\$665.00	\$15,960.00	\$895.00	\$21,480.00
	28	28	Manhole 4-FT Diameter (<9 FT Depth)	Each	3	\$2,100.00	\$6,300.00	\$2,220.00	\$6,660.00
	29	29	Manhole 4-FT Diameter (>9 FT Depth)	Each	1	\$4,035.00	\$4,035.00	\$10,710.00	\$10,710.00
	30	30	Storm Manhole Casting	Each	5	\$485.00	\$2,425.00	\$712.00	\$3,560.00
	31	31	24-Inch RCP Connection to Existing MH (15th Street)	Each	1	\$1,000.00	\$1,000.00	\$645.00	\$645.00
	32	32	Reconnect Sanitary Lateral	Each	3	\$4,150.00	\$12,450.00	\$3,720.00	\$11,160.00
	33	33	Repair Offset Joint	Each	2	\$4,150.00	\$8,300.00	\$3,720.00	\$7,440.00
	34	34	10-Inch PVC Sanitary Sewer	LF	27	\$150.00	\$4,050.00	\$233.00	\$6,291.00
	35	35	10-Inch PVC Storm Sewer	LF	80	\$81.00	\$6,480.00	\$85.35	\$6,828.00
	36	36	12-Inch PVC Storm Sewer	LF	995	\$81.00	\$80,595.00	\$87.90	\$87,460.50
	37	37	24-Inch RCP Storm Sewer	LF	550	\$76.00	\$41,800.00	\$96.50	\$53,075.00
	38	38	Sanitary Sewer Lining 8-Inch	LF	607	\$25.00	\$15,175.00	\$25.00	\$15,175.00
	39	39	Sanitary Sewer Lining 10-Inch	LF	4199	\$26.00	\$109,174.00	\$26.00	\$109,174.00
	40	40	Storm Sewer Lining 10-Inch	LF	760	\$26.00	\$19,760.00	\$26.00	\$19,760.00
	41	41	Storm Sewer Lining 12-Inch	LF	299	\$33.00	\$9,867.00	\$33.00	\$9,867.00
	42	42	Inlet Protection	Each	75	\$40.00	\$3,000.00	\$47.70	\$3,577.50
	43	43	Rock Bags	Each	100	\$10.00	\$1,000.00	\$11.60	\$1,160.00
	44	44	Install Solar Powered Flashing Stop Signs and Sign Supports	Each	4	\$7,500.00	\$30,000.00	\$2,665.00	\$10,660.00
	45	45	Site Restoration	LS	1	\$1,000.00	\$1,000.00	\$6,029.10	\$6,029.10
	46	46	Manhole 6-FT Diameter (<9 FT Depth)	Each	1	\$3,360.00	\$3,360.00	\$3,520.00	\$3,520.00
	47	47	Allowance - Televising Video Conversion	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Total							\$1,160,867.50		\$1,204,499.10

Sanitary Sewer Items \$149,149.00 \$149,240.00

2452-21 Calumet Drive Pavement Repair Erie Avenue ? Saemann Avenue (#7644759)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

03/25/2021 01:00 PM CDT

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Vinton Construction Company		Sommers Construction Co., Inc.		CPR INC		Buteyn-Peterson Construction Company	
						Unit Price2	Extension3	Unit Price4	Extension5	Unit Price6	Extension7	Unit Price8	Extension9
	1		1 Mobilization	LS	1	\$4,000.00	\$4,000.00	\$14,900.00	\$14,900.00	\$25,000.00	\$25,000.00	\$45,000.00	\$45,000.00
	2		2 Traffic Control (Excluding PCMS Boards)	LS	1	\$10,500.00	\$10,500.00	\$10,500.00	\$10,500.00	\$15,000.00	\$15,000.00	\$22,000.00	\$22,000.00
	3		3 PCMS Boards	Days	50	\$75.00	\$3,750.00	\$75.00	\$3,750.00	\$100.00	\$5,000.00	\$75.00	\$3,750.00
	4		4 Detour Signing	LS	1	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$2,800.00	\$2,800.00	\$1,200.00	\$1,200.00
	5		5 Removing Curb and Gutter	LF	900	\$3.00	\$2,700.00	\$4.50	\$4,050.00	\$7.00	\$6,300.00	\$15.00	\$13,500.00
	6		6 Removing Pavement	SY	2600	\$10.00	\$26,000.00	\$14.45	\$37,570.00	\$8.00	\$20,800.00	\$11.50	\$29,900.00
	7		7 Adjusting Manholes	Each	30	\$250.00	\$7,500.00	\$350.00	\$10,500.00	\$400.00	\$12,000.00	\$800.00	\$24,000.00
	8		8 Adjusting Inlets	Each	25	\$250.00	\$6,250.00	\$300.00	\$7,500.00	\$450.00	\$11,250.00	\$700.00	\$17,500.00
	9		9 Concrete Pavement 9-Inch	SY	2600	\$59.78	\$155,428.00	\$61.65	\$160,290.00	\$72.00	\$187,200.00	\$69.30	\$180,180.00
	10		10 Concrete Curb and Gutter 30-inch	LF	900	\$23.39	\$21,051.00	\$34.00	\$30,600.00	\$50.00	\$45,000.00	\$51.00	\$45,900.00
	11		11 Inlet Repairs	Each	10	\$400.00	\$4,000.00	\$1,200.00	\$12,000.00	\$500.00	\$5,000.00	\$400.00	\$4,000.00
	12		12 Dowel Bars	Each	375	\$16.00	\$6,000.00	\$14.00	\$5,250.00	\$12.00	\$4,500.00	\$13.00	\$4,875.00
	13		13 Pavement Ties	Each	1020	\$10.00	\$10,200.00	\$7.00	\$7,140.00	\$6.00	\$6,120.00	\$8.00	\$8,160.00
	14		14 Sawing Concrete Pavement	LF	8600	\$0.01	\$86.00	\$2.25	\$19,350.00	\$2.00	\$17,200.00	\$2.00	\$17,200.00
	15		15 Sanitary Sewer Lining 10-Inch	LF	395	\$32.00	\$12,640.00	\$32.00	\$12,640.00	\$32.00	\$12,640.00	\$32.00	\$12,640.00
	16		16 Sanitary Sewer Lining 12-Inch	LF	773	\$36.00	\$27,828.00	\$36.00	\$27,828.00	\$36.00	\$27,828.00	\$36.00	\$27,828.00
	17		17 Sanitary Sewer Lining 15-Inch	LF	201	\$68.00	\$13,668.00	\$68.00	\$13,668.00	\$68.00	\$13,668.00	\$68.00	\$13,668.00
	18		18 Sanitary Sewer Lining 18-inch	LF	400	\$52.00	\$20,800.00	\$52.00	\$20,800.00	\$52.00	\$20,800.00	\$52.00	\$20,800.00
	19		19 Sanitary Sewer Lining 20-Inch	LF	812	\$73.00	\$59,276.00	\$73.00	\$59,276.00	\$73.00	\$59,276.00	\$73.00	\$59,276.00
	20		20 Storm Sewer Lining 10-Inch	LF	226	\$33.00	\$7,458.00	\$33.00	\$7,458.00	\$33.00	\$7,458.00	\$33.00	\$7,458.00
	21		21 Storm Sewer Lining 12-Inch	LF	671	\$47.00	\$31,537.00	\$47.00	\$31,537.00	\$47.00	\$31,537.00	\$47.00	\$31,537.00
	22		22 Storm Sewer Lining 15-Inch	LF	44	\$214.00	\$9,416.00	\$214.00	\$9,416.00	\$214.00	\$9,416.00	\$214.00	\$9,416.00
	23		23 Allowance - Televising Video Conversion	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Total							\$451,288.00		\$517,223.00		\$555,793.00		\$609,788.00

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the appropriate City officials to enter into a contract with Vinton Construction Company, Inc. for Pavement Repair of Calumet Drive between Erie Avenue and Saemann Avenue.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: April 7, 2021

MEETING DATE: April 13, 2021

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: 48033140-631200
(Street Imp.)
60134110-98009
(Wastewater Fund -
Sanitary)
Budget Summary: \$317,076.00
(Street Imp.)
\$134,212.00
(Wastewater Fund -
Sanitary)
Budget Expenditure: \$451,288.00
Budgeted Revenue: N/A

Wisconsin Statutes:
Municipal Code: N/A

BACKGROUND / ANALYSIS: The attached document authorizes the department to enter into a contract for the Pavement Repair of Calumet Drive between Erie Avenue and Saemann Avenue.

The concrete pavement is cracked and failing in several places and this project will repair the damaged pavement. While our traditional mill-and-fill asphalt replacement program generally focuses on older asphalt roadways, this project is the start of a program to address the failing concrete on newer (approx. 10–20-year-old) high volume concrete roadways that are not yet ready for an asphalt overlay or major repairs.

Repairs will also be made to the many storm sewer manholes and inlets and the sanitary sewer. Additionally, several of the storm sewer and sanitary sewer pipes will be lined with a cured-in-place liner.

STAFF COMMENTS: Concrete pavement repair is a valuable tool to maintain the City's concrete roadways. Completing these repairs now minimizes future costs and extends the life of the roadway delaying the need for more extensive repairs or replacement.

Department of Public Works recommends approval of the resolution.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 198-20-21 authorizing the appropriate City officials to enter into a contract with Vinton Construction Company, Inc. for Pavement Repair of Calumet Drive between Erie Avenue and Saemann Avenue.

ATTACHMENTS:

- I. Res. No. 198-20-21
- II. Vinton Construction Company Agreement
- III. Bid Summary

III

4.8

Res. No. 198 - 20 - 21. By Alderpersons Dekker and Sorenson.
April 7, 2021.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Vinton Construction Company, Inc. for pavement repair of Calumet Drive between Erie Avenue and Saemann Avenue.

WHEREAS, the City of Sheboygan has advertised for bids to repair the pavement on Calumet Drive between Erie Avenue and Saemann Avenue (the "Project"); and

WHEREAS, four bids were received in response to that advertisement; and

WHEREAS, the low bid was from Vinton Construction Company, Inc. for \$451,288.00; and

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

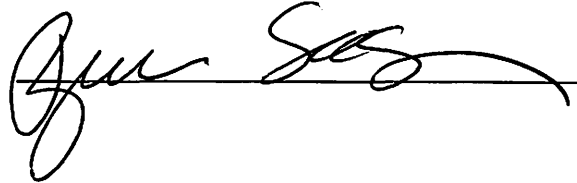
NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached agreement with Vinton Construction Company, Inc. for the construction of the Project.

AN

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

Acct. No. 48033140-631200 (Street Improvements)	\$317,076.00
Acct. No. 60134110-980099 (Wastewater Fund-Sanitary)	\$134,212.00





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

Dated _____ 20 . _____, City Clerk

Approved _____ 20 . _____, Mayor

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

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

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Calumet Drive Pavement Repair: Erie Avenue – Saemann Avenue.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Pavement Removal and Replacement, Sanitary Sewer and Storm Sewer Lining and Storm Sewer Repairs.

2.02 City of Sheboygan Account Number: 48033140-631200 and 60134110-980099

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by the Engineering Division, Department of Public Works, City of Sheboygan.

3.02 The Engineering Division, Department of Public Works, City of Sheboygan, Sheboygan, WI will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

If ENGINEER is undesignated, OWNER shall assume the duties and responsibilities of ENGINEER through OWNER's Director of Public Works (DPW), or the DPW's designee.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Dates*

A. The work will be substantially complete no later than September 3, 2021, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed

and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. **Substantial Completion:** Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. **Completion of Remaining Work:** After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
4. **Milestones:** Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

4.04 *Special Damages*

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

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

- b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

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

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 00 52 00-1 to -7, inclusive).
 - 2. Performance bond (pages 00 61 13-1 to 00 61 13 - ____, inclusive).
 - 3. Payment bond (pages 00 61 14-1 to 00 61 14- ____, inclusive).
 - 4. General Conditions (EJCDC C-700, 2013 Edition) Supplementary Conditions, Specifications, and Drawings, not attached but incorporated by reference, as listed in the attached table of contents of the Project Manual and Drawings.
 - 5. Addenda (not attached but incorporated by reference) (numbers 1 to 2, inclusive).
 - 6. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor’s Bid (pages 1, inclusive).
 - 7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed,
 - b. Work Change Directives,
 - c. Change Orders,
 - d. Field Order,
 - e. Task Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

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

10.03 Successors and Assigns

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

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

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

(Continued on next page)

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

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

OWNER:

City of Sheboygan

CONTRACTOR:

By:

(signature)

Name,

Title: Michael Vandersteen, Mayor

By:

(signature)

Name,

Title: _____
(printed)

Date:

Date:

Attest:

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

By:

(signature)

Name,

Title: Meredith DeBruin, City Clerk

Address for giving notices:

Signatures authorized pursuant to Res. ____-20-21.

Address for giving notices:

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

Approved as to form and Execution:

By:

(signature)

Name,

Title: Charles C. Adams, City Attorney

Date:

Calumet Drive Pavement Repair
Erie Avenue – Saemann Avenue

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00 00 00	PROCUREMENT AND CONTRACTING REQUIREMENTS	
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00 01 10	Table of Contents	00 01 10-2
00 11 13	Advertisements for Bids	00 11 13-1 to 00 11 13-2
00 21 13	Instructions for Bidders	00 21 13-1 to 00 21 13-10
00 41 43	Bid Form	00 41 43-1 to 00 41 43-5
00 41 44	Unit Price Worksheet	00 41 44-1
00 41 44.1	Quest Unit Price Worksheet	1 Page
00 42 13	Bid Bond	00 42 13-1 to 00 42 13-2
00 45 13	Bidder's Proof of Responsibility	00 45 13-1 to 00 45-13-5
00 45 19	Non-Collusion Affidavit of Bidder	00 45 19-1
00 45 20	Non-Collusion Affidavit of Subcontractor	00 45 20-1
00 45 50	List of Subcontractors	00 45 50-1
00 52 00	Agreement	00 52 00-1 to 00 52 00-7
00 55 00	Notice to Proceed	00 55 00-1
00 61 13	Performance Bond	00 61 13-1 to 00 61 13-3
00 61 14	Payment Bond	00 61 14-1 to 00 61 14-3
00 62 11	Submittal Cover	00 62 11-1
00 62 76	Application for Payment	00 62 76-1 to 00 62 76-2
00 63 13	Request for Information	00 63 13-1
00 63 49	Work Change Directive	00 63 49-1
00 63 63	Change Order Form	00 63 63-1 to 00 63 63-2
00 65 16	Certificate of Substantial Completion	00 65 16-1
00 65 18	Certificate of Compliance	00 65 13-1
00 65 19	Consent of Surety to Final Payment	00 65 19-1
00 72 00	General Conditions	00 72 00 -1 to 00 72 00-72
00 73 00	Supplementary Conditions	00 73 00-1 to 00 73 00-14
01 00 00	GENERAL REQUIREMENTS	
01 11 00	Summary of Work	01 11 00-1 to 01 11 00-5
01 14 00	Work Restrictions	01 14 00-1 to 01 14 00-6
01 21 00	Allowances	01 21 00-1
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01 55 26	Traffic Control	01 55 26-1 to 01 55 26-2
01 57 19	Temporary Environmental Controls	01 57 19-1 to 01 57 19-2
31 00 00	EARTHWORK	
31 25 00	Erosion Control and Site Maintenance	31 25 00-1 to 31 25 00-3
32 00 00	EXTERIOR IMPROVMENTS	
32 10 00	Pavement, Curb and Gutter, And Sidewalks	32 10 01-1 to 32 10 01-6

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33 00 00	Storm and Sanitary Utilities	33 00 00-1 to 33 00 00-3
33 01 31	Sewer Lining	33 01 31-1 to 33 01 31-5
33 01 31.1	Sewer Televising - Requirements for Digital Data Delivery	1 Page



CITY OF SHEBOYGAN DEPARTMENT OF PUBLIC WORKS

BID NUMBER: 2452-21

CALUMET DRIVE PAVEMENT REPAIR ERIE AVENUE - SAEMANN AVENUE

MARCH 2021

Revision Number	Revision Description	Drawn By	Date

CALUMET DRIVE PAVEMENT REPAIR
ERIE AVENUE - SAEMANN AVENUE

TITLE SHEET

**CITY OF SHEBOYGAN
PUBLIC WORKS**

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

Ryan Szazama, PE - City Engineer
Designed By: TJM
Drawn By: TJM
Checked By: KEJ
Plot Date: 1/17/21
Bid No: 2452-21
Project Date: MARCH 2021
Sheet No: 1

Drawing No: 000CV



INDEX OF SHEETS		
SHEET NO.	DRAWING NO.	DESCRIPTION
1	000 CV	TITLE SHEET
2	001 GN	GENERAL NOTES
3-10	040 D 1-8	CONSTRUCTION DETAILS
11-13	105 TC 1-3	TRAFFIC CONTROL
14-16	206 PP 1-3	SANITARY SEWER LINING DETAILS
17-18	206 PP 4-5	STORM SEWER LINING DETAILS
19-26	400 PP 1-8	PLAN SHEETS
27	500 MQ	QUANTITY TABLES

= SEWER LINING LOCATIONS ON SIDE ROADS

2452-21 Calumet Drive Pavement Repair Erie Avenue ? Saemann Avenue (#7644759)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

03/25/2021 01:00 PM CDT

							Vinton Construction Company	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price2	Extension3	
	1	1	Mobilization	LS	1	\$4,000.00	\$4,000.00	
	2	2	Traffic Control (Excluding PCMS Boards)	LS	1	\$10,500.00	\$10,500.00	
	3	3	PCMS Boards	Days	50	\$75.00	\$3,750.00	
	4	4	Detour Signing	LS	1	\$1,200.00	\$1,200.00	
	5	5	Removing Curb and Gutter	LF	900	\$3.00	\$2,700.00	
	6	6	Removing Pavement	SY	2600	\$10.00	\$26,000.00	
	7	7	Adjusting Manholes	Each	30	\$250.00	\$7,500.00	
	8	8	Adjusting Inlets	Each	25	\$250.00	\$6,250.00	
	9	9	Concrete Pavement 9-Inch	SY	2600	\$59.78	\$155,428.00	
	10	10	Concrete Curb and Gutter 30-inch	LF	900	\$23.39	\$21,051.00	
	11	11	Inlet Repairs	Each	10	\$400.00	\$4,000.00	
	12	12	Dowel Bars	Each	375	\$16.00	\$6,000.00	
	13	13	Pavement Ties	Each	1020	\$10.00	\$10,200.00	
	14	14	Sawing Concrete Pavement	LF	8600	\$0.01	\$86.00	
	15	15	Sanitary Sewer Lining 10-Inch	LF	395	\$32.00	\$12,640.00	
	16	16	Sanitary Sewer Lining 12-Inch	LF	773	\$36.00	\$27,828.00	
	17	17	Sanitary Sewer Lining 15-Inch	LF	201	\$68.00	\$13,668.00	
	18	18	Sanitary Sewer Lining 18-inch	LF	400	\$52.00	\$20,800.00	
	19	19	Sanitary Sewer Lining 20-Inch	LF	812	\$73.00	\$59,276.00	
	20	20	Storm Sewer Lining 10-Inch	LF	226	\$33.00	\$7,458.00	
	21	21	Storm Sewer Lining 12-Inch	LF	671	\$47.00	\$31,537.00	
	22	22	Storm Sewer Lining 15-Inch	LF	44	\$214.00	\$9,416.00	
	23	23	Allowance - Televising Video Conversion	LS	1	\$10,000.00	\$10,000.00	
Total							\$451,288.00	