

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

III

4.6

Res. No. 158-20-21. By Alderpersons Dekker and Sorenson.  
February 1, 2021.

A RESOLUTION authorizing executing an easement for a mini-storm sewer.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached Easement for the mini-storm sewer constructed by the City at the following location:

Melanie A. Meyer, 3404 N. 9th Street, Sheboygan, WI

*Dem Dekker*

*Jan Sorenson*

PW

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

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

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

**EASEMENT**

**THIS INDENTURE**, made this 4 day of ~~September~~ September 2020,  
by Melanie A. Meyer, residing at 3404 N. 9th Street, Sheboygan,  
Wisconsin 53083, "**GRANTOR**," and the City of Sheboygan, a  
Municipal Corporation of the State of Wisconsin, "**GRANTEE**";

Return To:  
City Attorney  
828 Center Avenue  
Sheboygan WI 53081-4442

59281-716290

Tax Parcel No.

**WITNESSETH:**

**KNOW ALL MEN BY THESE PRESENTS**, that the said **GRANTOR**, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said **GRANTEE**, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the east 8 feet of the west 38 feet of the following described property:

NORTH SHORE SUBD NO 1 LOT 3 BLK 9 & E 1/2 OF THAT PRT OF  
VAC PUBLIC PLAYGROUND LYING W OF & ADJ SD LOT. S.11  
T.15 R.23, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE  
OF WISCONSIN

The **GRANTOR** further grants unto the **GRANTEE**, its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

**GRANTEE** shall not specially assess **GRANTOR** for the mini-storm sewer construction. However, **GRANTOR** acknowledges and agrees that no site restoration is to be provided by **GRANTEE** in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

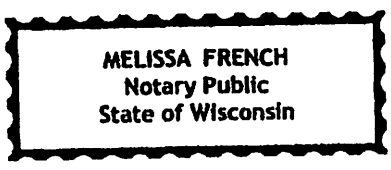
**IN WITNESS WHEREOF**, the **GRANTOR**, has caused the execution of this document on this

4 day of September, 2020.

Melanie A. Meyer  
Melanie A. Meyer  
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN     )  
  ) §  
SHEBOYGAN COUNTY     )

Personally came before me, this 4 day of September, 2020, Melanie A. Meyer, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.



Melissa French  
\_\_\_\_\_  
Notary Public-Sheboygan County  
My commission expires 9.27.2022

ACCEPTED BY: CITY OF SHEBOYGAN

BY: \_\_\_\_\_  
Michael Vandersteen  
Mayor

ATTEST: \_\_\_\_\_  
Meredith DeBruin  
City Clerk

STATE OF WISCONSIN     )  
  ) §  
SHEBOYGAN COUNTY     )

Personally came before me, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, Michael Vandersteen, Mayor, and Meredith DeBruin, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public-Sheboygan County  
My commission expires \_\_\_\_\_

Acceptance is authorized by and in accordance with Res. No. \_\_\_\_\_.

This instrument drafted by:  
Charles C. Adams  
Wisconsin State Bar No. 01021454

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** A resolution authorizing executing an easement for a mini-storm sewer.

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

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**REPORT DATE:** February 4, 2021

**MEETING DATE:** February 9, 2021

---

**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 City of Sheboygan through the capital improvements program budgets \$50,000 for the construction or the extension of mini-storm sewers throughout the City. These mini-storm sewers are constructed to help alleviate storm water issues in residential neighborhoods particularly for standing water in backyards or to alleviate issues with sump pumps that discharge at a large rate. Many times to construct these mini-storm sewers the City of Sheboygan must receive easements giving the City the permission to construct these mini-storm sewers on private property.

**STAFF COMMENTS:** This resolution grants the City of Sheboygan an easement so that a mini-storm sewer can be constructed on private property at the residence located at 3404 N. 9th Street.

**ACTION REQUESTED:** Motion to recommend the Common Council adopt Res. No. 158-20-21 executing an easement for a mini-storm sewer.

**ATTACHMENTS:**

- I. Res. No. 158-20-21
- II. Easement

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**STAFF COMMENTS:** This resolution grants the City of Sheboygan an easement so that a mini-storm sewer can be constructed on private property at the residence located at 3328 N. 9th Street.

**ACTION REQUESTED:** Motion to recommend the Common Council adopt Res. No. 159-20-21 executing an easement for a mini-storm sewer.

**ATTACHMENTS:**

- I. Res. No. 159-20-21
- II. Easement

III

4.7

Res. No. 159 - 20 - 21. By Alderpersons Dekker and Sorenson.  
February 1, 2021.

A RESOLUTION authorizing executing an easement for a mini-storm sewer.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached Easement for the mini-storm sewer constructed by the City at the following location:

David Steinmeyer, 3328 N. 9th Street, Sheboygan, WI

*Dee Dekker*

\_\_\_\_\_

*Joel Sorenson*

\_\_\_\_\_

PW

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

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

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

**EASEMENT**

**THIS INDENTURE**, made this 26 day of August, 2020,  
by David Steinmeyer, residing at 3328 N. 9th Street, Sheboygan,  
Wisconsin 53083, "**GRANTOR**," and the City of Sheboygan, a  
Municipal Corporation of the State of Wisconsin, "**GRANTEE**";

Return To:  
City Attorney  
828 Center Avenue  
Sheboygan WI 53081-4442

59281-716310  
Tax Parcel No.

**WITNESSETH:**

**KNOW ALL MEN BY THESE PRESENTS**, that the said **GRANTOR**, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said **GRANTEE**, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the east 8 feet of the west 38 feet of the following described property:

NORTH SHORE SUBD NO 1 LOT 5 BLK 9 & E 1/2 OF THAT PRT OF  
VAC PUBLIC PLAYGROUND LYING W OF & ADJ SD LOT. S.11  
T.15 R.23, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE  
OF WISCONSIN

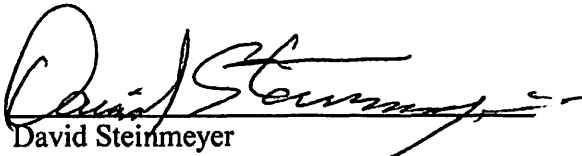
The **GRANTOR** further grants unto the **GRANTEE**, its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

**GRANTEE** shall not specially assess **GRANTOR** for the mini-storm sewer construction. However, **GRANTOR** acknowledges and agrees that no site restoration is to be provided by **GRANTEE** in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

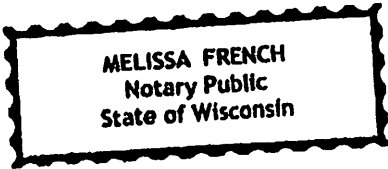
**IN WITNESS WHEREOF**, the **GRANTOR**, has caused the execution of this document on this

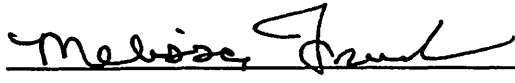
26 day of August, 2020.

  
David Steinmeyer  
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN     )  
  ) §  
SHEBOYGAN COUNTY     )

Personally came before me, this 26 day of August, 2020, David Steinmeyer, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.



  
\_\_\_\_\_  
Notary Public-Sheboygan County  
My commission expires 9.27.2022

ACCEPTED BY: CITY OF SHEBOYGAN

BY: \_\_\_\_\_  
Michael Vandersteen  
Mayor

ATTEST: \_\_\_\_\_  
Meredith DeBruin  
City Clerk

STATE OF WISCONSIN     )  
  ) §  
SHEBOYGAN COUNTY     )

Personally came before me, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, Michael Vandersteen, Mayor, and Meredith DeBruin, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public-Sheboygan County  
My commission expires \_\_\_\_\_

Acceptance is authorized by and in accordance with Res. No. \_\_\_\_\_.

This instrument drafted by:

Charles C. Adams  
Wisconsin State Bar No. 01021454

III

4.8

Res. No. 160 - 20 - 21. By Alderpersons Dekker and Sorenson.  
February 1, 2021.

A RESOLUTION authorizing executing an easement for a mini-storm sewer.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached Easement for the mini-storm sewer constructed by the City at the following location:

Erwin J. Wuestenhagen III and Doris Wuestenhagen, 3332 N. 9th Street,  
Sheboygan, WI

*Dean Dekker*

*Doris Sorenson*

PW

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

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

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

**EASEMENT**

**THIS INDENTURE**, made this 24 day of August, 2020, by Erwin J. Wuestenhagen III and Doris Wuestenhagen, as joint tenants in survivorship marital property, residing at 3332 N. 9th Street, Sheboygan, Wisconsin 53083, "**GRANTOR**," and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, "**GRANTEE**";

Return To:  
City Attorney  
828 Center Avenue  
Sheboygan WI 53081-4442

59281-716300

Tax Parcel No.

**WITNESSETH:**

**KNOW ALL MEN BY THESE PRESENTS**, that the said **GRANTOR**, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said **GRANTEE**, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to **GRANTEE** for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the east 8 feet of the west 38 feet of the following described property:

NORTH SHORE SUBD NO 1 LOT 4 BLK 9 & E 1/2 OF THAT PRT OF  
VAC PUBLIC PLAYGROUND LYING W OF & ADJ SD LOT S.11  
T.15 R.23, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE  
OF WISCONSIN

The **GRANTOR** further grants unto the **GRANTEE**, its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

**GRANTEE** shall not specially assess **GRANTOR** for the mini-storm sewer construction. However, **GRANTOR** acknowledges and agrees that no site restoration is to be provided by **GRANTEE** in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

**IN WITNESS WHEREOF**, the **GRANTOR**, has caused the execution of this document on this

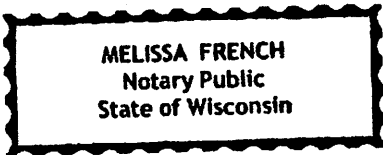
24 day of August, 2020.

Erwin J. Wuestenhagen III  
Erwin J. Wuestenhagen III  
(Sign in the presence of a Notary Public)

Doris Wuestenhagen  
Doris Wuestenhagen  
(Sign in the presence of a Notary Public)

STATE OF WISCONSIN     )  
  ) §  
SHEBOYGAN COUNTY     )

Personally came before me, this 24 day of August, 2020, Erwin J. Wuestenhagen III and Doris Wuestenhagen, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.



Melissa French  
Notary Public-Sheboygan County  
My commission expires 9.27.2022

ACCEPTED BY: CITY OF SHEBOYGAN

BY: \_\_\_\_\_  
Michael Vandersteen  
Mayor

ATTEST: \_\_\_\_\_  
Meredith DeBruin  
City Clerk

STATE OF WISCONSIN     )  
  ) §  
SHEBOYGAN COUNTY     )

Personally came before me, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, Michael Vandersteen, Mayor, and Meredith DeBruin, City Clerk, of the above-named municipal corporation, to me known to be such Mayor and City Clerk of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

\_\_\_\_\_  
Notary Public-Sheboygan County  
My commission expires \_\_\_\_\_

Acceptance is authorized by and in accordance with Res. No. \_\_\_\_\_.

This instrument drafted by:

Charles C. Adams  
Wisconsin State Bar No. 01021454

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** A resolution authorizing executing an easement for a mini-storm sewer.

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

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**REPORT DATE:** February 4, 2021

**MEETING DATE:** February 9, 2021

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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 City of Sheboygan through the capital improvements program budgets \$50,000 for the construction or the extension of mini-storm sewers throughout the City. These mini-storm sewers are constructed to help alleviate storm water issues in residential neighborhoods particularly for standing water in backyards or to alleviate issues with sump pumps that discharge at a large rate. Many times to construct these mini-storm sewers the City of Sheboygan must receive easements giving the City the permission to construct these mini-storm sewers on private property.

**STAFF COMMENTS:** This resolution grants the City of Sheboygan an easement so that a mini-storm sewer can be constructed on private property at the residence located at 3332 N. 9th Street.

**ACTION REQUESTED:** Motion to recommend the Common Council adopt Res. No. 160-20-21 executing an easement for a mini-storm sewer.

**ATTACHMENTS:**

- I. Res. No. 160-20-21
- II. Easement

2446-20R Kiwanis Park Trail Extension (#7460407)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

01/19/2021 10:00 AM CST

| Section Title | Line Item | Item Code | Item Description                                  | UofM | Quantity | Buteyn-Peterson Construction |                     |             |                     |                              |                     |                           |                     |                           |                     |                             |                     |  |
|---------------|-----------|-----------|---|------|----------|------------------------------|---------------------|-------------|---------------------|------------------------------|---------------------|---------------------------|---------------------|---------------------------|---------------------|-----------------------------|---------------------|--|
|               |           |           |   |      |          | Vinton Construction Company  |                     | Company     |                     | Spielvogel & Sons Exc., Inc. |                     | Advance Construction Inc. |                     | Janke General Contractors |                     | Poblocki Paving Corporation |                     |  |
|               |           |           |   |      |          | Unit Price2                  | Extension3          | Unit Price4 | Extension5          | Unit Price6                  | Extension7          | Unit Price8               | Extension9          | Unit Price10              | Extension11         | Unit Price12                | Extension13         |  |
|               | 1         | 201.0105  | Clearing  | STA  | 3        | \$300.00                     | \$900.00            | \$1.00      | \$3.00              | \$750.00                     | \$2,250.00          | \$550.00                  | \$1,650.00          | \$271.00                  | \$813.00            | \$660.00                    | \$1,980.00          |  |
|               | 2         | 201.012   | Clearing  | ID   | 52       | \$30.00                      | \$1,560.00          | \$1.00      | \$52.00             | \$50.00                      | \$2,600.00          | \$30.00                   | \$1,560.00          | \$41.00                   | \$2,132.00          | \$40.00                     | \$2,080.00          |  |
|               | 3         | 201.0205  | Grubbing  | STA  | 3        | \$300.00                     | \$900.00            | \$1.00      | \$3.00              | \$225.00                     | \$675.00            | \$450.00                  | \$1,350.00          | \$300.00                  | \$900.00            | \$700.00                    | \$2,100.00          |  |
|               | 4         | 201.022   | Grubbing  | ID   | 52       | \$11.00                      | \$572.00            | \$1.00      | \$52.00             | \$10.00                      | \$520.00            | \$30.00                   | \$1,560.00          | \$17.00                   | \$884.00            | \$40.00                     | \$2,080.00          |  |
|               | 5         | 204.015   | Removing Curb and Gutter                          | LF   | 16       | \$10.00                      | \$160.00            | \$15.00     | \$240.00            | \$10.00                      | \$160.00            | \$10.00                   | \$160.00            | \$14.00                   | \$224.00            | \$109.00                    | \$1,744.00          |  |
|               | 6         | 204.0155  | Removing Concrete Sidewalk                        | SY   | 104      | \$9.00                       | \$936.00            | \$10.00     | \$1,040.00          | \$5.00                       | \$520.00            | \$8.00                    | \$832.00            | \$11.00                   | \$1,144.00          | \$16.00                     | \$1,664.00          |  |
|               | 7         | 205.01    | Excavation Common (Waste 579 CY)                  | CY   | 695      | \$31.94                      | \$22,198.30         | \$37.00     | \$25,715.00         | \$12.00                      | \$8,340.00          | \$74.00                   | \$51,430.00         | \$24.00                   | \$16,680.00         | \$71.00                     | \$49,345.00         |  |
|               | 8         | 305.012   | Base Aggregate Dense 1 1/4-Inch                   | TON  | 1025     | \$17.05                      | \$17,476.25         | \$23.00     | \$23,575.00         | \$15.10                      | \$15,477.50         | \$18.00                   | \$18,450.00         | \$27.00                   | \$27,675.00         | \$40.00                     | \$41,000.00         |  |
|               | 9         | 416.061   | Drilled Tie Bars                                  | Each | 9        | \$10.00                      | \$90.00             | \$20.00     | \$180.00            | \$20.00                      | \$180.00            | \$20.00                   | \$180.00            | \$10.00                   | \$90.00             | \$24.00                     | \$216.00            |  |
|               | 10        | 602.0415  | Concrete Sidewalk 6-Inch                          | SF   | 2175     | \$6.70                       | \$14,572.50         | \$6.00      | \$13,050.00         | \$6.50                       | \$14,137.50         | \$6.00                    | \$13,050.00         | \$7.50                    | \$16,312.50         | \$7.20                      | \$15,660.00         |  |
|               | 11        | 602.0515  | Curb Ramp Detectable Warning Field Natural Patina | SF   | 20       | \$30.00                      | \$600.00            | \$35.00     | \$700.00            | \$35.00                      | \$700.00            | \$35.00                   | \$700.00            | \$43.00                   | \$860.00            | \$42.00                     | \$840.00            |  |
|               | 12        | 619.1     | Mobilization                                      | Each | 1        | \$12,250.00                  | \$12,250.00         | \$13,100.00 | \$13,100.00         | \$22,100.00                  | \$22,100.00         | \$21,750.00               | \$21,750.00         | \$27,750.00               | \$27,750.00         | \$30,632.00                 | \$30,632.00         |  |
|               | 13        | 628.1504  | Silt Fence  | LF   | 2230     | \$1.85                       | \$4,125.50          | \$2.00      | \$4,460.00          | \$2.50                       | \$5,575.00          | \$2.50                    | \$5,575.00          | \$2.50                    | \$5,575.00          | \$3.00                      | \$6,690.00          |  |
|               | 14        | 628.701   | Inlet Protection Type B                           | Each | 1        | \$70.00                      | \$70.00             | \$50.00     | \$50.00             | \$45.00                      | \$45.00             | \$45.00                   | \$45.00             | \$45.00                   | \$45.00             | \$150.00                    | \$150.00            |  |
|               | 15        | 628.7015  | Inlet Protection Type C                           | Each | 1        | \$70.00                      | \$70.00             | \$50.00     | \$50.00             | \$50.00                      | \$50.00             | \$50.00                   | \$50.00             | \$50.00                   | \$50.00             | \$150.00                    | \$150.00            |  |
|               | 16        | 628.756   | Tracking pads                                     | Each | 4        | \$0.01                       | \$0.04              | \$1.00      | \$4.00              | \$800.00                     | \$3,200.00          | \$1,000.00                | \$4,000.00          | \$1,215.00                | \$4,860.00          | \$2,358.00                  | \$9,432.00          |  |
|               | 17        | 690.015   | Sawing Asphalt                                    | LF   | 400      | \$2.50                       | \$1,000.00          | \$2.00      | \$800.00            | \$2.25                       | \$900.00            | \$2.00                    | \$800.00            | \$1.55                    | \$620.00            | \$1.20                      | \$480.00            |  |
|               | 18        | 690.025   | Sawing Concrete                                   | LF   | 54       | \$3.00                       | \$162.00            | \$4.00      | \$216.00            | \$3.00                       | \$162.00            | \$3.00                    | \$162.00            | \$2.25                    | \$121.50            | \$2.00                      | \$108.00            |  |
|               | 19        | B-1       | Restoration (Topsoil, Seed, Fertilizer and Mulch) | Each | 1        | \$16,160.00                  | \$16,160.00         | \$22,260.00 | \$22,260.00         | \$33,200.00                  | \$33,200.00         | \$22,500.00               | \$22,500.00         | \$32,500.00               | \$32,500.00         | \$76,973.00                 | \$76,973.00         |  |
|               | 20        | B-2       | Traffic Control Project                           | Each | 1        | \$1,200.00                   | \$1,200.00          | \$1,000.00  | \$1,000.00          | \$2,650.00                   | \$2,650.00          | \$2,600.00                | \$2,600.00          | \$2,600.00                | \$2,600.00          | \$5,520.00                  | \$5,520.00          |  |
|               | 21        | B-3       | Construction Staking                              | LS   | 1        | \$4,500.00                   | \$4,500.00          | \$4,485.81  | \$4,485.81          | \$9,800.00                   | \$9,800.00          | \$5,000.00                | \$5,000.00          | \$4,486.00                | \$4,486.00          | \$9,600.00                  | \$9,600.00          |  |
|               | 22        | B-4       | Concrete Curb and Gutter 26-Inch                  | LF   | 16       | \$45.00                      | \$720.00            | \$40.00     | \$640.00            | \$45.00                      | \$720.00            | \$40.00                   | \$640.00            | \$141.00                  | \$2,256.00          | \$48.00                     | \$768.00            |  |
|               | 23        | B-5       | Benches (includes concrete and aggregate)         | Each | 6        | \$2,600.00                   | \$15,600.00         | \$2,300.00  | \$13,800.00         | \$1,550.00                   | \$9,300.00          | \$1,543.33                | \$9,259.98          | \$2,900.00                | \$17,400.00         | \$3,440.00                  | \$20,640.00         |  |
|               | 24        | B-6       | Remove and Salvage Cedar Fence                    | LF   | 95       | \$8.00                       | \$760.00            | \$32.00     | \$3,040.00          | \$55.00                      | \$5,225.00          | \$55.00                   | \$5,225.00          | \$55.00                   | \$5,225.00          | \$19.00                     | \$1,805.00          |  |
|               | 25        | B-7       | Cedar Fence                                       | LF   | 75       | \$42.53                      | \$3,189.75          | \$71.00     | \$5,325.00          | \$72.00                      | \$5,400.00          | \$70.00                   | \$5,250.00          | \$70.00                   | \$5,250.00          | \$86.00                     | \$6,450.00          |  |
| <b>Total</b>  |           |           |   |      |          |                              | <b>\$119,772.34</b> |             | <b>\$133,840.81</b> |                              | <b>\$143,887.00</b> |                           | <b>\$173,778.98</b> |                           | <b>\$176,453.00</b> |                             | <b>\$288,107.00</b> |  |

Res. No. 161 - 20 - 21. By Alderpersons Dekker and Sorenson.  
February 1, 2021.

A RESOLUTION authorizing the appropriate City officials to enter into a contract for the construction of the Kiwanis Park Trail Extension.

WHEREAS, the City of Sheboygan has advertised for bids to construct the Kiwanis Park Trail Extension; and

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

WHEREAS, the low bid was from Vinton Construction Company for \$119,772.34; 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 for the construction of the Kiwanis Park Trail Extension.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds, not to exceed \$119,772.34, from Account No. 21961100-63100 (CDBG - Improvements Other Than Buildings) to pay for the construction done pursuant to the agreement.

Dean Dekker

[Signature]

PW

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

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

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

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

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

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Kiwanis Park Trail Extension – N. 17<sup>th</sup> Street to North End of Park

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

- Clearing and Grubbing
- Grading, Excavation Common and placement of Crushed Aggregate
- Concrete Sidewalk, Curb and Gutter and Detectable Warning Fields
- Erosion Control (Silt Fence, Riprap and Tracking Pads)
- Restoration (Topsoil, Seed, Fertilizer and Mulch)
- Installation of Cedar Fence and Placement of Permanent Signs

2.02 City of Sheboygan Resolution: \_\_\_\_\_

2.03 City of Sheboygan Account Number: \_\_\_\_\_

**ARTICLE 3 – ENGINEER**

3.01 The part of the Project that pertains to the Work has been designed by the City of Sheboygan Engineering Division is designated as Designer.

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 July 15, 2021, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14<sup>th</sup> day following substantial completion.
- B. Parts of the Work shall be substantially completed on or before the following Milestone(s): Milestone 1 as identified in 01 11 00 – SUMMARY OF WORK: 6:00 AM on June 15, 2021.

**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 1<sup>st</sup> 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 the 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:

CONTRACTOR:

City of Sheboygan

\_\_\_\_\_

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

Name,  
Title: Todd Wolf, City Administrator

Name,  
Title: \_\_\_\_\_  
(printed)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

Address for giving notices:

City of Sheboygan - Engineering  
2026 New Jersey Avenue  
Sheboygan, WI 53081

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

Signed by:

Approved as to form and Execution:

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

Name,  
Title: Michael Vandersteen, Mayor

Name,  
Title: Charles C. Adams, City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Countersigned by:

By: \_\_\_\_\_  
(signature)

Name,  
Title: Meredith DeBruin, City Clerk

Date: \_\_\_\_\_

Kiwanis Park Trail Extension  
N. 17<sup>th</sup> Street to North End of Park

| SECTION         | TITLE   | PAGES                      |
|-----------------|---|----------------------------|
| <b>00 00 00</b> | <b>PROCUREMENT AND CONTRACTING REQUIREMENTS</b> |                            |
| 00 01 01        | Cover   | 00 01 01-1                 |
| 00 01 10        | Table of Contents                               | 00 01 10-1                 |
| 00 11 13        | Advertisements for Bids                         | 00 11 13-1                 |
| 00 21 13        | Instructions to 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 43 43        | Wage Rates                                      | 00 43 43-1 to 00 43 43-38  |
| 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 00-13  |
|                 |   |                            |
| <b>01 00 00</b> | <b>GENERAL REQUIREMENTS</b>                     |                            |
| 01 11 00        | Summary of Work                                 | 01 11 00-1 to 01 11 00-2   |
| 01 14 00        | Work Restrictions                               | 01 14 00-1 to 01 14 00-6   |
| 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   |
|                 |   |                            |
| <b>31 00 00</b> | <b>EARTHWORK</b>                                |                            |
| 31 25 00        | Erosion Control                                 | 31 25 00-1 to 31 25 00-3   |
|                 |   |                            |
| <b>99 00 00</b> | <b>SPECIAL PROVISIONS</b>                       |                            |
| 99 00 01        | Project Special Provisions                      | 5 Pages                    |



2446-20R Kiwanis Park Trail Extension (#7460407)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

01/19/2021 10:00 AM CST

|               |           |           |   |       |          |             | Vinton Construction Company |  |
|---------------|-----------|-----------|---|-------|----------|-------------|-----------------------------|--|
| Section Title | Line Item | Item Code | Item Description                                  | UoffM | Quantity | Unit Price2 | Extension3                  |  |
|               | 1         | 201.0105  | Clearing  | STA   | 3        | \$300.00    | \$900.00                    |  |
|               | 2         | 201.012   | Clearing  | ID    | 52       | \$30.00     | \$1,560.00                  |  |
|               | 3         | 201.0205  | Grubbing  | STA   | 3        | \$300.00    | \$900.00                    |  |
|               | 4         | 201.022   | Grubbing  | ID    | 52       | \$11.00     | \$572.00                    |  |
|               | 5         | 204.015   | Removing Curb and Gutter                          | LF    | 16       | \$10.00     | \$160.00                    |  |
|               | 6         | 204.0155  | Removing Concrete Sidewalk                        | SY    | 104      | \$9.00      | \$936.00                    |  |
|               | 7         | 205.01    | Excavation Common (Waste 579 CY)                  | CY    | 695      | \$31.94     | \$22,198.30                 |  |
|               | 8         | 305.012   | Base Aggregate Dense 1 1/4-Inch                   | TON   | 1025     | \$17.05     | \$17,476.25                 |  |
|               | 9         | 416.061   | Drilled Tie Bars                                  | Each  | 9        | \$10.00     | \$90.00                     |  |
|               | 10        | 602.0415  | Concrete Sidewalk 6-Inch                          | SF    | 2175     | \$6.70      | \$14,572.50                 |  |
|               | 11        | 602.0515  | Curb Ramp Detectable Warning Field Natural Patina | SF    | 20       | \$30.00     | \$600.00                    |  |
|               | 12        | 619.1     | Mobilization                                      | Each  | 1        | \$12,250.00 | \$12,250.00                 |  |
|               | 13        | 628.1504  | Silt Fence  | LF    | 2230     | \$1.85      | \$4,125.50                  |  |
|               | 14        | 628.701   | Inlet Protection Type B                           | Each  | 1        | \$70.00     | \$70.00                     |  |
|               | 15        | 628.7015  | Inlet Protection Type C                           | Each  | 1        | \$70.00     | \$70.00                     |  |
|               | 16        | 628.756   | Tracking pads                                     | Each  | 4        | \$0.01      | \$0.04                      |  |
|               | 17        | 690.015   | Sawing Asphalt                                    | LF    | 400      | \$2.50      | \$1,000.00                  |  |
|               | 18        | 690.025   | Sawing Concrete                                   | LF    | 54       | \$3.00      | \$162.00                    |  |
|               | 19        | B-1       | Restoration (Topsoil, Seed, Fertilizer and Mulch) | Each  | 1        | \$16,160.00 | \$16,160.00                 |  |
|               | 20        | B-2       | Traffic Control Project                           | Each  | 1        | \$1,200.00  | \$1,200.00                  |  |
|               | 21        | B-3       | Construction Staking                              | LS    | 1        | \$4,500.00  | \$4,500.00                  |  |
|               | 22        | B-4       | Concrete Curb and Gutter 26-Inch                  | LF    | 16       | \$45.00     | \$720.00                    |  |
|               | 23        | B-5       | Benches (includes concrete and aggregate)         | Each  | 6        | \$2,600.00  | \$15,600.00                 |  |
|               | 24        | B-6       | Remove and Salvage Cedar Fence                    | LF    | 95       | \$8.00      | \$760.00                    |  |
|               | 25        | B-7       | Cedar Fence                                       | LF    | 75       | \$42.53     | \$3,189.75                  |  |
| <b>Total</b>  |           |           |   |       |          |             | <b>\$119,772.34</b>         |  |

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

---

**ITEM DESCRIPTION:** A resolution authorizing the appropriate City officials to enter into a contract for construction of the Kiwanis Park Trail Extension.

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

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**REPORT DATE:** February 5, 2021

**MEETING DATE:** February 9, 2021

---

**FISCAL SUMMARY:**

Budget Line Item: 21961100-63100  
Budget Summary: (CDBG) –  
Improvements Other  
Than Bldgs.  
Budget Expenditure: \$119,772.34

Budgeted  
Revenue:

N/A

**STATUTORY REFERENCE:**

Wisconsin Statutes:  
Municipal Code: N/A

---

**BACKGROUND / ANALYSIS:** As part of the Kiwanis Park Master Plan a number of improvements were suggested. Based on available funding through the Community Development Block Grant (CDBG) program and additional funding from the County Stewardship Program, the trail along the river to provide fishing and river access as identified as the highest priority. The City of Sheboygan has dedicated funding through the Community Development Block Grant (CDBG) program to construct a recreational trail along the Sheboygan River at Kiwanis Park as part of the master plan completed in 2019. Sheboygan County awarded a grant of \$24,640 towards this project to match the CDBG contribution of \$155,812.

**STAFF COMMENTS:** This Trail extension will enhance the existing bike/pedestrian facilities that currently exist throughout the City. The Department of Public Works received five bids for the construction of this trail and the low bid was within the estimated and budgeted funding amount.

**ACTION REQUESTED:** Motion to recommend the Common Council adopt Res. No. 161-20-21 authorizing the appropriate City officials to enter into a contract for construction of the Kiwanis Park Trail Extension.

**ATTACHMENTS:**

- I. Res. No. 161-20-21
- II. Vinton Construction Company Agreement
- III. Bid Summary

COPY

AMENDMENT NO. 1 TO AGREEMENT  
BETWEEN SHEBOYGAN ATHLETIC CLUB, INC.  
AND CITY OF SHEBOYGAN FOR USE  
OF WILDWOOD BASEBALL PARK

THIS AMENDMENT NO. 1 is made as of the 17<sup>th</sup> day of June, 2014, by and between the City of Sheboygan ("CITY") and the Sheboygan Athletic Club, Inc. ("SAC") (collectively, the "Parties").

RECITALS

- A. The Parties entered into a ten-year Agreement for Use of Wildwood Baseball Park dated as of June 7, 2000 (the "Agreement").
- B. By its terms, the Agreement automatically renewed for a successive ten-year term effective January 1, 2011.
- C. SAC has asked the CITY to amend the Agreement to address a certain scenario, and the CITY is willing to do so on the terms and conditions herein.
- D. The execution of this Amendment No. 1 was authorized by Res. No. 13-14-15 of the City's Common Council dated June 2, 2014.

NOW, THEREFORE, in consideration of the Recitals herein set forth and the agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. Subsection B.3.c. of the Agreement is amended to read as follows:

"c. It is mutually understood and agreed that the REC. DEPT. and the AMERICAN LEGION shall be granted use of the PARK at the CITY'S standard rates for their games and promotions."

2. Add a new Section F.5. to read as follows:

"F. Improvements.

. . .

5. a. That SAC shall advise the CITY of all SAC-funded buildings, structures and other permanent improvements to the PARK premises. CITY agrees to use reasonable efforts to obtain and maintain insurance on said buildings, structures and improvements to the extent coverage is available to the CITY for such improvements through the State of Wisconsin Local Government Property Insurance Program at reasonable cost.
  
- b. In recognition of the fact that SAC has contributed its time, effort and monies towards the improvement of the PARK, during the term of the Agreement and any extensions thereof, the CITY agrees that any insurance proceeds it receives from said Local Government Property Insurance Program Fund resulting from damage/destruction of the SAC-funded buildings, structures and other permanent improvements to the Premises will be earmarked towards repair, replacement or rehabilitation of the PARK provided that SAC continues to use the PARK for its baseball program, and provided further that it makes financial sense to do so at the time."

Except as otherwise specifically set forth herein, all other terms and conditions of the Agreement remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 as of the date and year first above written.

SHEBOYGAN ATHLETIC CLUB, INC.

CITY OF SHEBOYGAN

BY: *Scott Stoughton* President

BY: *Michael J. Vandersteen*  
Michael J. Vandersteen  
Mayor

ATTEST:

\_\_\_\_\_

ATTEST:

*Susan Richards*  
Susan Richards  
City Clerk

Examined and Approved as to Form and Execution this 17<sup>th</sup> day of June, 2014.

*Stephen G. McLean*  
Stephen G. McLean  
City Attorney

This Amendment No. 1 is authorized by and in accordance with Res. No. 13-14-15.

III

Other Matters

7.1

Res. No. 162 - 20 - 21. By Alderpersons Dekker and Sorenson.  
February 1, 2021.

A RESOLUTION authorizing the appropriate City officials to enter into an Agreement with Sheboygan Athletic Club, Inc. regarding the operation and management of Wildwood Baseball Park.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to enter into the attached agreement with Sheboygan Athletic Club, Inc. regarding the operation and management of the Wildwood Baseball Park.

Public Works

Dean Dekker  
Jan 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

**AGREEMENT BETWEEN  
SHEBOYGAN ATHLETIC CLUB, INC.  
AND CITY OF SHEBOYGAN  
FOR USE OF WILDWOOD BASEBALL PARK**

This Agreement is made the \_\_\_\_\_ day of \_\_\_\_\_, 2021 (the “Effective Date”), by and between the Sheboygan Athletic Club, Inc., a non-profit corporation duly organized and existing under the laws of the State of Wisconsin, and having its principal offices in Sheboygan, Wisconsin (“SAC”), and the City of Sheboygan, Wisconsin, a municipal corporation existing under the laws of the State of Wisconsin (the “City”).

WHEREAS, the City and SAC have, since the early 1980’s, entered into agreements providing for the use of the City’s Wildwood Baseball Park; and

WHEREAS, SAC has, over the years, expended substantial time, effort, and monies into upgrading the baseball facilities at the Park; and

WHEREAS, in addition to raising and contributing more than \$30,000 to the city for the initial construction of the park in 1981, and arranging for an \$11,000 contribution for the original 36-foot scoreboard, the SAC has invested nearly \$1.5 million into park upgrades including: a pavilion for the picnic area; the grandstand; the press box building that includes toilets, elevator lift, box office, and private game viewing area; an addition to the concessions stand; protective netting and a viewing area in front of the grandstand; a new scoreboard; new dugouts; in conjunction with the city, new lights, and several extensive “rebuilt” of both the infield turf and dirt areas; and numerous cosmetic investments; and

WHEREAS, the previous agreement for SAC’s use of the City’s Wildwood Baseball Park expired on December 31, 2020; and

WHEREAS, the Parties desire to continue their long-term relationship with respect to Wildwood Baseball Park on the terms set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

A. General.

1. The SAC agrees to continue to contribute its time, effort, and monies toward the improvement of City baseball facilities, and to continue to contribute time, effort, and monies in assisting and sustaining youth and adult baseball programs in Sheboygan in a reasonably similar manner as it has in the past; and which contributions shall be reasonably consistent

with its ability to do so, and be reasonably consistent with the need for said contributions as pertain to baseball activities.

2. The SAC agrees not to discriminate against:
  - a. Any City resident or residents, organized team or teams within the City in the activities of their organization insofar as any SAC activities are concerned; and/or
  - b. Any organized baseball club or clubs within the City in such a manner so as to place upon said club or clubs conditions or costs that are inconsistent with Common Council approved rules and regulations as would be in effect during the period of baseball activity at the Wildwood Baseball Park; and/or
  - c. Any individual who attends as either a participant or spectator at any SAC-sponsored baseball activities at the Wildwood Baseball Park.
3. The SAC agrees that, for as long as the SAC has memberships, membership in the SAC will remain open to all adult residents of the City of Sheboygan. If SAC chooses to end its practice of having memberships, involvement in the SAC will remain open to all adult residents of the City of Sheboygan.

**B. Use of Wildwood Baseball Park.**

1. Subject to the provisions contained in this Agreement, the City agrees to provide the SAC use of the City's Wildwood Baseball Park at no charge for the purpose of baseball activities, which shall include appropriate tryouts, practice sessions, exhibitions, league games, and SAC-sponsored tournaments and special events. The SAC must obtain permission from the Public Works Committee before it can sponsor any event at Wildwood Baseball Park (the "Park") unrelated to baseball.
2. The SAC shall abide by all rules and regulations as shall be established by the City for the operation, maintenance, and use of the Park.
3. SAC shall comply, and ensure its volunteers, employees, and those using the Park comply, with all applicable public health guidance. This includes, but is not limited to, guidance issued by the Sheboygan County Health Officer, the State of Wisconsin, and the federal government (including, but not limited to, the Centers for Disease Control).
4. The SAC shall provide at its expense a mature, responsible attendant or attendants at the Park during such times as SAC-sponsored activities are

conducted.<sup>1</sup> Said attendant(s) may request individuals whose conduct is disorderly and detrimental to the enjoyment of the Park by others to refrain from such conduct or vacate the Park premises.

- a. The SAC shall have and be entitled to scheduling priority for use of the Park for SAC-sponsored games and events and, after consultation with and approval by the City's Superintendent of Parks and Forestry, or their representative, the right to refuse to allow use of the Park where such use would be damaging or injurious to the Park and/or its improvements.
- b. The SAC shall work in close cooperation with the Sheboygan Area School District Recreation Department ("Rec. Dept."), and the Sheboygan American Legion Baseball Parents Association ("American Legion"), to accommodate the scheduling of spring and summer high school and American Legion baseball games. The SAC shall be permitted to work with other baseball organizations as well, provided scheduling of their activities does not conflict with the Rec. Dept. or American Legion activities.
- c. SAC may impose a reasonable fee for the preparation of the field when the Park is being used by a baseball organization other than the Sheboygan A's. This fee shall be reasonably related to SAC's actual costs in preparing the field. Any disputes as to the reasonableness of the field preparation fee may be submitted to the City's Public Works Committee for resolution, whose determination shall be final and binding. The field preparation fee is the only fee for the use of the Park that shall be charged.
- d. If an admission charge is imposed for a game or event at the Park, the SAC may allow other organizations and clubs to share in the gate receipts. At such times, the SAC and the other participating organization(s) shall agree on the appropriate division of concession proceeds. The Public Works committee may be called upon to participate in these discussions.
- e. SAC may set reasonable rules applicable to the care and cleanliness of the Park when other baseball organizations are engaging in baseball activities at the Park. Reasonable penalties for violation of these rules may be established by SAC.
- f. The City's Superintendent of Parks and Forestry, or the Superintendent's representative, shall have the authority to cancel any scheduled event when, in his judgment, such use would be detrimental or injurious to the Park and/or its improvements.

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<sup>1</sup> For the avoidance of doubt, baseball activities hosted at the Park by the Rec. Dept., American Legion, or any other baseball organization constitute "SAC-sponsored activities."

- g. Any disputes as to scheduling shall be submitted to the City's Public Works Committee for resolution, whose determination shall be final and binding.
- h. No awards and/or contests which in any way encourage the consumption of alcohol beverages shall be permitted at the Park.
- i. The public address system(s) shall be turned off no later than 10:15 p.m., and the field lights shall be turned off and the Park vacated within 1 hour after completion of the last game of the day.

C. Damage. In the event the Park is damaged to such an extent as to render the Park unsuitable for baseball activities, SAC shall give the City immediate written notice. The City may, in its sole discretion, repair or rebuild the Park. SAC shall have no obligation to conduct its baseball activities if the Park is damaged to such an extent as to render the Park unsuitable for baseball activities, until such time as the Park is rendered suitable for baseball activities.

D. Concessions.

- 1. The SAC has previously installed, at its expense – with the approval of the City – the facilities and other equipment necessary for ordinary food and drink concession purposes. If additional facilities or equipment are necessary, SAC may seek the approval of the City's Public Works Committee to install, at its expense, the necessary facilities or equipment.
- 2. The SAC shall have exclusive rights for all saleables at the Park, and may operate concessions for any game or event at the Park. The SAC may allow other organizations and clubs to share in the concession operation for their respective activities. At such times, the SAC and the other participating organization(s) shall agree on the appropriate division of concession proceeds. The Public Works Committee may be called upon to participate in these discussions.
- 3. No carry-in of alcohol beverages shall be permitted.
- 4. At no time will alcoholic beverages be permitted on the playing field.
- 5. SAC currently holds a Class "B" (Fermented Malt Beverage) License. SAC may sell any products permitted by its alcohol license only when authorized activities are taking place at the Park.
- 6. The SAC shall hold all pertinent licenses for concessions, shall have licensed bartenders on the premises at all times alcohol beverages are being served, and shall abide by all laws, ordinances, and regulations,

including but not limited to fire, building, electrical, plumbing, heating, safety, and health.

7. The City shall not be responsible for the safety of concession supplies or other supplies and equipment stored in any building at the Park.

**E. Maintenance and Repair.**

1. Except as otherwise provided in this Agreement, the SAC agrees to keep and maintain the premises, including all buildings and improvements, and appurtenances thereto, in good, safe, sanitary, and neat order, condition, and repair.
2. The SAC agrees to provide for the reasonable cleaning of the entire Park area at its expense during such times as SAC-sponsored activities necessitate.
3. The SAC shall advise the City when maintenance or repairs of facilities or grounds are necessary to ensure the safety of participants and spectators, or recommended for enhancement/beautification purposes.
4. Each year, the baseball season shall begin on approximately April 1 and shall conclude on approximately September 1 ("Baseball Season"). The City agrees to provide routine maintenance at the Park, including mowing all areas, each year until the Baseball Season starts and after the Baseball Season ends. During the Baseball Season, the City will mow the turf areas outside the playing field and warm up areas. During the Baseball Season and before the Sheboygan A's baseball season starts (on or about May 15 of each year), the City shall continue to provide routine maintenance at the Park. After the Sheboygan A's baseball season starts, SAC shall be responsible for all playing field maintenance, including mowing. SAC shall prepare the playing field for play.<sup>2</sup> If the playing field is prepared for non-SAC baseball activity, for the avoidance of doubt, nothing in this Agreement prevents SAC from charging the baseball organization hosting the baseball activity a reasonable amount for preparing the playing field.
5. The City will winterize the Concession Stand and Toilet Facility after the baseball season ends in the fall, and will un-winterize the Concession Stand and Toilet Facility before the baseball season starts in the spring.

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<sup>2</sup> If SAC is unable to prepare the playing field for play, SAC may request the City prepare the playing field, in which event the City shall bill SAC for the City's costs. If the playing field is prepared for a non-SAC baseball activity, nothing in this Agreement prevents SAC from being reimbursed by the other baseball organization for this cost.

6. The City will supply restroom supplies of toilet paper and hand towels or hand dryers. SAC shall maintain and clean the toilet facilities and buildings at least once each day the Park is used during the baseball season. For the avoidance of doubt, nothing in this Agreement shall prevent SAC from requiring a baseball organization hosting baseball activities at the Park to share in the cost or responsibility of cleaning the toilet facilities and buildings. Any such agreement is between SAC and the other baseball organizations.
7. The City agrees to provide a dumpster for garbage and garbage collection services on a normal collection schedule during the baseball season.
8. The City will provide a Smithco ball diamond groomer or groomer that is equivalent during the baseball season.
9. There is currently a garage at the Park. This garage may be used by SAC to store its equipment related to its operations at the Park and any equipment given to SAC by the City for SAC's use at the Park.

**F. Utilities.**

1. Except as otherwise provided herein, the City agrees to provide for all reasonable utility expenses for public utilities servicing the Park.
2. The SAC shall provide, at its expense, telephone service at the Park for emergency use as well as any other necessary use.

**G. Improvements.**

1. The SAC shall obtain the City's prior approval before the commencement of any construction, alteration, addition, improvement or repair of Park facilities (with exception of maintain the playing surface) estimated to cost in excess of \$2,500.
2. The SAC shall keep all and every part of the premises and all buildings and other improvements at any time located on the premises free and clear of any and all mechanics', material suppliers' and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of SAC, any alteration, improvement or repairs or additions that SAC may make or permit or cause to be made, or any work or construction, by, for or permitted by SAC on or about the premises, or any obligations of any kind incurred by SAC, and at all times

**promptly and fully to pay and discharge any and all claims on which such lien may or could be based, and to indemnify City and all of the premises and all buildings and improvements on the premises from and against any and all such liens and claims of liens and suits or other proceedings pertaining to the premises.**

- 3. The SAC shall provide at its expense, and within a reasonable time after written notification by the City's Superintendent of Parks and Forestry, for the removal of such items, equipment or otherwise, as may have been brought upon the premises of the Park by and/or through the direct or indirect action of the SAC, and which said items, equipment or otherwise the City's Public Works Committee has deemed that their placement upon said premises is inconsistent with any existing or later enacted rules, regulations, conditions, and/or laws governing acquisition, maintenance, operation and/or use of the facility as was intended by the Common Council of the City of Sheboygan.**
- 4. The SAC shall advise the City of any contribution of fixtures, equipment or machinery that the SAC may wish to make to the City, with the understanding that any accepted contributions to the City shall be contributed free and clear of all liens and encumbrances.**
- 5. Property Insurance.**
  - a. That SAC shall advise the City of all SAC-funded buildings, structures or other permanent improvements to the Park premises. City agrees to use reasonable efforts to obtain and maintain insurance on said buildings, structures and improvements to the extent coverage is available to the City for such improvements through the State of Wisconsin Local Government Property Insurance Program (or similar property insurance program) at reasonable cost.**
  - b. In recognition of the fact that SAC has contributed its time, effort, and monies toward the improvement of the Park, during the term of the Agreement and any extensions thereof, the City agrees that any insurance proceeds it receives from said Local Government Property Insurance Program Fund (or similar property insurance program) resulting from damage/destruction of the SAC-funded buildings, structures and other permanent improvements to the Premises will be earmarked toward repair, replacement, or rehabilitation of the Park, provided that SAC continues to use the Park for its baseball program, and provided further that it makes financial sense to do so at the time.**

- H. Term. This Agreement shall be in force and effect commencing on the Effective Date and ending on December 31, 2030 (the "Initial Term"). After the Initial Term, the Agreement shall automatically renew for successive one year terms ("Renewal Term") unless written notice is provided by one party to the other informing the other party of the party's desire to terminate the Agreement ("Termination Notice"). Any Termination Notice must be provided by July 1 preceding the end of the Initial Term or a Renewal Term. The first Renewal Term shall begin January 1, 2031. The last Renewal Term under this Agreement shall end December 31, 2040.
- I. Indemnification. To the extent permitted by law, the SAC shall indemnify and hold the City harmless from any liability by reason of personal injuries to any person or persons or damage to property of any person or persons, arising out of SAC's activities and/or actions at the Park.
- J. Insurance. During the Term of Agreement, SAC shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the City. Such proof of insurance shall list the City as an additional insured.
- a. Commercial General Liability Insurance – SAC shall acquire and maintain, for the duration of the Agreement, Commercial General Liability Insurance with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
  - b. Workers Compensation Insurance – Throughout the Term of this Agreement, to the extent required by law SAC shall acquire and maintain Workers' Compensation Insurance.

All insurance must be primary and non-contributory to any insurance or self-insurance carried by the City. The insurance coverage required must be provided by an insurance carrier with a "Best" rating of A-VII. All carriers shall be admitted carriers in the State of Wisconsin.

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

- K. Inspection of Records. The SAC shall present to the City within a reasonable time, but not to exceed 7 days from the receipt of written notice by the City, all of the SAC's books and records of their organization, insofar as baseball

activities are concerned, for the purpose of review or analysis; but to do so only under the written promise of the City to return said books and records intact within a period of 7 days to the SAC.

L. Default.

1. In the event of any breach of this Agreement by SAC, City, in addition to the other rights or remedies it may have, shall have the immediate right to remove SAC and any property of SAC from the Park premises. The property may be removed and stored in a public warehouse or elsewhere at the cost and for the account of SAC. Should City so elect to remove SAC or any property of SAC, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, City may terminate this Agreement. Should City at any time terminate this Agreement for any breach, in addition to any other remedy it may have, City may recover from SAC all damages incurred by reason of the breach, including the cost of recovering the Park premises, which amounts shall be immediately due and payable from SAC to City.
2. In the event of any breach of this Agreement by the City, SAC, in addition to the other rights or remedies it may have, shall have the right to seek specific performance of the City's obligations under this Agreement in Sheboygan County Circuit Court.

M. Notice of Default.

1. SAC shall not be deemed to be in default under this Agreement in the payment of any monies as required or in the furnishing of any bond or insurance policy when required in this Agreement unless City shall first give to SAC written notice of the default and SAC fails to cure the default within 30 days of the written notice.
2. Except as to the provisions or events referred to in the preceding sentence of this section, SAC shall not be deemed to be in default under this Agreement, unless City shall first give to SAC written notice of the default, and SAC fails to cure the default within 30 days of the written notice, or, if the default is of such a nature that it cannot be cured within 30 days of the written notice, SAC fails to commence to cure the default within 30 days of the written notice and fails thereafter to proceed to the curing of the default with all possible diligence.
3. The City shall not be deemed to be in default under this Agreement, unless SAC shall first give to the City written notice of the default, and the City fails to cure the default within 30 days of the written notice, or, if

the default is of such a nature that it cannot be cured within 30 days of written notice, the City fails to commence to cure the default within 30 days of the written notice and fails thereafter to proceed to the curing of the default with all possible diligence.

N. Waiver. The waiver by a party of a breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of a subsequent breach of the same, or of any other term, covenant, or condition contained in this Agreement. No failure of a party to take action with respect to any breach of any term, covenant, or condition contained in this Agreement shall be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or of any other term, covenant, or condition contained in this Agreement.

O. No Relocation Costs. In the event this Agreement is amended, modified, terminated, or cancelled, or not renewed, the SAC agrees and fully understands that it shall not be entitled to any relocation costs, assistance or payments, any moving expenses, replacement facilities (in money or kind) or any other expenses, costs, or awards which are directly or indirectly related to such modification, termination, or nonrenewal of this Agreement.

P. Notices.

1. Notices to the SAC shall be addressed to:

Sheboygan Athletic Club  
P.O. Box 32  
Sheboygan, WI 53082-0032

or at such other address as it may hereafter designate by notice to the City in writing.

2. Notices to the City shall be addressed to:

City Clerk  
City of Sheboygan  
828 Center Ave.  
Sheboygan, WI 53081

or at such other address as it may hereafter designate by notice to the SAC in writing.

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

**CITY OF SHEBOYGAN, WISCONSIN**

**SHEBOYGAN ATHLETIC CLUB**

**BY:** \_\_\_\_\_  
Michael J. Vandersteen, Mayor

**BY:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
Meredith DeBruin, City Clerk

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**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 an agreement with the Sheboygan Athletic Club, Inc. regarding the operation and management of Wildwood Baseball Park.

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

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**REPORT DATE:** February 2, 2021

**MEETING DATE:** February 9, 2021

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**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

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**BACKGROUND / ANALYSIS:** The City and the Sheboygan Athletic Club, (“SAC”) have been entered into agreements since the early 1980’s for the use of the City’s Wildwood Baseball Park. The proposed agreement is similar to the last agreement. It is a 10-year agreement ending December 31, 2030 with automatic renewal for an additional 10 years ending December 21, 2040. Either party may terminate the agreement during the successive 10-year terms as long as a written notice is provided by July 1, preceding the end of the initial term or a renewal term. Other notable changes are as follows:

- Amendment No. 1, approved on June 17, 2014, has been added into the agreement.
- B.3., Public Health Guidelines verbiage has been added to the agreement.
- B.4.c., these ties into part of Amendment No. 1. SAC may impose a reasonable fee for preparing fields for other teams. Any disputes would be submitted to Public Works Committee for a resolution.
- B.4.l., Public address system shall be turned off no later than 10:15pm instead of 10:00pm
- C., Damage. This is new to the agreement.
- E.4., Defines maintenance responsibilities. The City is no longer responsible for preparing the field for games. The City has not prepared the field for SAC games for many years but the parks department have prepared the fields for Sheboygan High School games played in the spring. SAC will now take on this responsibility.
- E.6., The City will still supply restroom supplies but SAC will be responsible for cleaning the restroom. SAC has been cleaning the restrooms for several years.

- G.1., SAC shall obtain the City's prior approval before improvement or modifications of any kind have been made that is estimated to cost in excess of \$2,500. Past agreement was \$1,000.
- J., Insurance. This is new to the agreement.

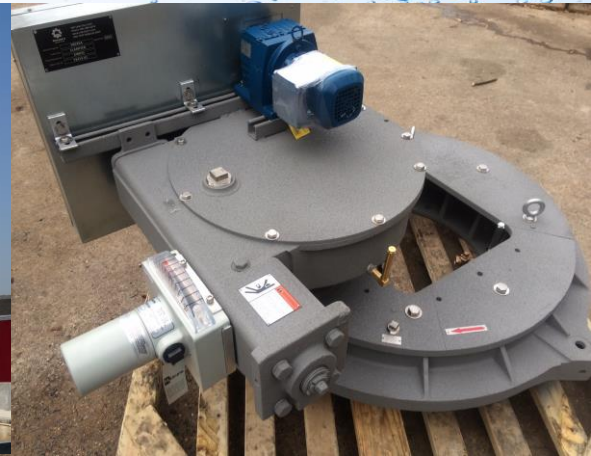
**STAFF COMMENTS:** The City has enjoyed a long-term relationship with SAC with respect to the operation of the Wildwood Baseball Park. SAC contributes time, effort and monies in an effort to provide quality baseball and entertainment for the community. There have been many upgrades over the past few years including working with the City to install new LED lights, paying over \$400,000 for the \$500,000 project.

City staff worked very closely with the SAC board members to update the proposed agreement. To my knowledge, both sides are very happy with the agreement. City staff recommends entering into the proposed agreement and continuing this great partnership with SAC.

**ACTION REQUESTED:** Motion to recommend the Common Council adopt Res. No.162-20-21 authorizing the appropriate City officials to enter into an agreement with the Sheboygan Athletic Club, Inc. regarding the operation and management of Wildwood Baseball Park.

**ATTACHMENTS:**

- I. Res. No. 162-20-21
- II. Sheboygan Athletic Club, Inc. Agreement
- III. Amendment No. 1



**DATE:** January 12, 2021

**PROPOSAL NUMBER:** Q122065-F

**PREPARED FOR:**

Sheboygan, WI WWTP  
3333 Lakeshore Drive  
Sheboygan, WI 53081  
Attention: Steve Jossart  
E-Mail: [steve.jossart@sheboygan.com](mailto:steve.jossart@sheboygan.com)

**SCOPE OF WORK:**

Rebuild services for C40 and C54 Drive units with installation. Serial No. 22486-01&02.

**PREPARED BY:**

Rebuild-it Services Group, LLC.  
6810 South 300 West, Suite 8  
Midvale, Utah 84047  
Terry A. Reyburn  
Main: (888) 709-5676  
Direct: (385) 235-6924  
Mobile: (801) 828-5369  
E-Mail: [treyburn@rebuild-it.com](mailto:treyburn@rebuild-it.com)  
Website: [rebuild-it.com](http://rebuild-it.com)

**REPRESENTED BY:**

Energenecs  
Larry Henderson  
700 East Milan Drive  
Saukville, WI 53080  
PH: 414-940-9282  
E-Mail: [larry.henderson@energenecs.com](mailto:larry.henderson@energenecs.com)

**PROJECT SUMMARY:**

Rebuild-it Services Group, LLC. (RSG) is pleased to offer the following proposal for the rebuilding of an existing EIMCO Primary clarifier C54 drive unit and the supply of C40 Rebuilt drive unit for a 105' dia. Secondary clarifier located at the Sheboygan, WI WWTP, Serial No. 22486-01 & 02. We have also included our professional turn-key labor services to install both drives at the same time.

**REBUILD SCOPE OF WORK BASED ON INSPECTION REPORT:**

We include the following:

- Rebuilding of the 54" EIMCO and 40" drive unit.
- Disassemble and inspect the drive unit
- Steam clean and evaluate all parts
- Provide an inspection report indicating the condition of the parts and provide a final recommendation for the drive rebuild.
- Blast and clean and all major reused parts for the drive unit; which includes the main gear, base or housing(s), pinion, worm gear, end cap and covers.
- Replace all wear items; such as bearings, seals, gaskets, keys, retaining rings, gauges, site glasses, piping and fasteners.
- Replace motor drive assembly consisting of a ¾ hp gearmotor, chain, Stainless steel chain guard and sprockets.
- Repair worm and shaft and pinion seal areas for new oil seals.
- Replace the torque control
- Machine and polish all re-useable parts as needed.
- Re-assemble, paint, inspect and test the drive unit.
- Painting: Inside and out. (2) coats Tnemec epoxy N69F paint @ 3-5 mils each coat. SSPC-6 blast and metal prep is applied.
- Freight to and from the job site.
- Warranty on parts and workmanship.
- Note: both drive units will come complete to match the existing torque and speed of the original drives.

Items that are not included:

- Loading and offloading of the drive
- Major components that are typically re-used as part of the rebuild scope. Pinions, gears, housings, shafts and covers will be re-used as part of a standard rebuild. If these items are damaged and cannot be re-used, then the price of these individual components will be added to the order.
- Lubricants (oil to be provided by the customer)

**Note:** This pricing is based on a typical (standard) rebuild and does not include the replacement of major components, i.e. gears, precision bearing, pinion, housings and covers. If any other these items are deemed to be replaced, there will be an additional charge for these item(s).

Lead-time is estimated at 3-4 weeks.



EIMCO C40 Drive Rebuild by Rebuild-it

**SURFACE PREPARATION AND PAINT:**

Drive unit: Surface preparation of SSPC-SP6 following by two (2) coats of Tnemec 161 to a 4-6 mils DFT with a final coat of a UV protected industrial grade polyurethane coating to a 6 mils minimum DFT. Color: Pencil Gray.

Submerged and Non-submerged steel: Surface preparation of SSPC-SP10 followed by Two (2) coats of Tnemec N69 hi-build epoxy to 4-6 mils DFT.

**SKIMMING PARTS FOR PRIMARY CLARIFIER- 22486-01:**

- RSG Premium 4' Skimming Device P/N L42700-3 All stainless steel and aluminum materials.
- New 4' scum box with support- mild steel with (2) coats of paint.
- New piping to connect to scum pipe. Reducer to connect to existing pipe that has been cut off. Customer to attach when complete.
- Related fasteners
- Freight

**LABOR SERVICES INSTALLING BOTH DRIVES AT THE SAME TIME:**

Note: We would install (2) drives at the same time during the same mobilization.

The scope of work for this project is as follows:

- Hole watch during the install process
- Site mobilization and travel time to the job site.
- Removal of bridge and drive unit on both tanks one right after the other.
- Re-Installation of drive units.
- Install scum box and skimming device.
- Crane, mats, rigging equipment as needed.
- Rake and drive leveling.
- Touch up paint only
- Provide assistance during start-up & testing
- Provide all required confined space entry equipment, hoisting & rigging
- A foreman/safety QC manager will be on site throughout the project.
- Work to be performed in one (1) mobilization.
- Demobilization of personnel and equipment.
- Hole watch included

This proposal excludes the following items:

- Electrical disconnect and reconnect
- Permits, fees, and/or stamped engineering documents
- Provision of Full-Time Safety & QA/QC manager. A foreman will be onsite throughout duration of construction activities and provide field coordination.
- Overtime premiums or weekend work
- Temp facilities including porta-johns, hand wash, temp power, water, and disposal bins to be provided by others.
- Installation of electrical and/or instrumentation to be by others.
- Concrete demolition and/or repair.
- Covered tank or dome; removal of dome or access panels by others.
- Grouting of the tank or concrete work.
- Assumes reasonable access to basins.
- No coating on site- touch up paint only
- Prevailing wage
- Hazardous material abatement, handling and/or disposal.
- Any work not specifically included.
- Draining and cleaning of the tank
- Disposing of old debris/parts.
- Lubrication for drive unit.



**PRICING SUMMARY:**

Pricing to supply C40 Rebuilt drive unit as described above.....\$25,958.00  
Based on previous quote and inspection report

Pricing to rebuild existing C54 drive unit as described above.....\$28,862.00

Pricing for skimming mechanism/scum box as described above.....\$8,126.00

**LABOR PRICING:**

Pricing for labor to swap out two drives during the same mobilization.....\$58,798.00  
Note: Hole watch included.

Total \$121,744.00

**SCHEDULE:**

Delivery of rebuilt drive units and steel components: 6-8 weeks

Labor services: 3-4 days

Check-out services: 1 day

**Please be sure to reference this quotation number and date on your purchase order.**

**Remit order to:**

Rebuild-it Services Group, LLC.  
P.O. Box 9178  
Midvale, Utah 84047  
Attention: Candace King, cking@rebuild-it.com

**PRICING AND PAYMENT TERMS:**

We appreciate the opportunity to offer our parts & services. Upon receipt of an order, we assure you of our continued interest and service. RSG will provide the best service possible to ensure we exceed your expectations.

This proposal, including all terms and conditions contained herein, shall become part of any resulting contract or purchase order. Changes to any terms and conditions, including but not limited to submittal and shipment days, payment terms, and escalation clause shall be negotiated at order placement, otherwise the proposal terms and conditions contained herein shall apply.

**Terms:** If not outline otherwise in the proposal, terms for the parts and/or equipment are 100% due after shipment or service is completed. Net 30 days from shipment or after service is completed. The prices are good for **60** days.



**Sales Tax:** No sales taxes, use taxes, or duties have been included in our pricing. Unless you live in Utah, we are not registered to collect sales tax in your state. If you are not tax exempt, please remit taxes directly to the governing authorities.

**Freight:** Prices quoted are F.O.B. shipping point with freight prepaid and added to a readily accessible location nearest to jobsite, unless otherwise indicated. All claims for damage or loss in shipment shall be initiated by purchaser.

**Shipment:** Shipping times noted within this proposal are estimated and will be finalized once an order has been received and accepted.

**Field Service:** Prices do not include field service unless noted in the rebuild scope of work description. Additional field service is available at \$900.00 per day plus expenses.

**OEM Parts:** If applicable RSG will quote OEM factory parts furnished by FLSmidth USA, Inc. FLSmidth owns EIMCO® and Dorr-Oliver™ registered trademarks. FLSmidth is the sole owner of EIMCO® and Dorr-Oliver® registered trademarks and brand names.



**WARRANTY & TERMS AND CONDITIONS:**

Parts and/or Equipment manufactured or rebuilt and sold by Rebuild-it Services Group, once paid for in full, is backed by the following warranty:

For the benefit of the original user, RSG warrants all new parts and equipment sold or rebuilt RSG, LLC. to be free from defects in material and workmanship, and will replace or repair, F.O.B. its factories or other location designated by it, any part or parts returned to it which RSG's examination shall show to have failed under normal use and service by the original user within two (2) years following initial start-up, or two (2) years and six (6) months from shipment to the purchaser, whichever occurs first.

Such repair or replacement shall be free of charge for all items except for those items such as resin, filter media and the like that are consumable and normally replaced during maintenance, with respect to which, repair or replacement shall be subject to a pro-rata charge based upon RSG's estimate of the percentage of normal service life realized from the part. RSG's obligation under this warranty is conditioned upon its receiving prompt notice of claimed defects, which shall in no event be later than thirty (30) days following expiration of the warranty period, and is limited to repair or replacement as aforesaid.

**This warranty is expressly made by RSG and accepted by purchaser in lieu of all other warranties, including warranties of merchantability and fitness for particular purpose,**



whether written, oral, express, implied, or statutory. RSG shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete inoperability of its equipment for any reason whatsoever.

This warranty shall not apply to equipment or parts thereof which have been altered or repaired outside of a RSG factory, or damaged by improper installation, application, or maintenance, or subjected to misuse, abuse, neglect, accident, or incomplete adherence to all manufacturer's requirements, including, but not limited to, Operations & Maintenance Manual guidelines & procedures.

This warranty applies only to equipment made or sold by Rebuild-it Services Group, LLC (RSG).

RSG makes no warranty with respect to parts, accessories, or components purchased by the customer from others. The warranties which apply to such items are those offered by their respective manufacturers.

**CONFIDENTIALITY:**

***All the information in this quotation is confidential and has been prepared for your use solely in considering services described. Transmission of all or any parts of this information to others or use by you for other purposes is unauthorized without our written consent.***

# Proposal No. Q122065-F



## **TERMS AND CONDITIONS:**

Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on Rebuild-it Services Group (RSG). The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

**1. SPECIFICATIONS:** RSG is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings if applicable. The equipment will, however, meet the general intention of the mechanical specifications of these documents.

**2. ITEMS INCLUDED:** This proposal includes only the equipment specified herein and does not include erection, installation, accessories, nor associated materials such as controls, piping, etc., unless specifically listed.

**3. PRICE AND DELIVERY:** All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. RSG or its supplier's shipping points. All claims for damage, delay or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying RSG of any damage or shortage within forty-eight hours of receipt, and failure to so notify RSG shall constitute acceptance by Purchaser, relieving RSG of any liability for shipping damages or shortages.

**4. PAYMENTS:** All invoices are net 30 days. Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when RSG is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.

**5. INSTALLATION SUPERVISION:** Prices quoted for equipment do not include installation supervision, unless otherwise noted. RSG recommends and will, upon request, make available, RSG's then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation.

Responsibility for proper operation of equipment, if not installed by RSG or installed in accordance with RSG or original manufacture instructions, and inspected and accepted in writing by RSG or manufacture representing RSG.

RSG will supply the safety devices described in this proposal or shown in RSG's or manufacture represented drawings furnished as part of this order but excepting these, RSG shall not be required to supply or install any safety devices whether required by law or otherwise. The Purchaser hereby agrees to indemnify and hold harmless RSG from any claims or losses arising due to alleged or actual insufficiency or inadequacy of the safety devices offered or supplied hereunder, whether specified by RSG or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.

**6. ACCEPTANCE OF PRODUCTS:** Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by RSG within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by RSG unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.

**7. TAXES:** Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be for Purchaser's account.

**8. INSURANCE:** From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for RSG benefit, adequate insurance including, but not limited to, builders risk insurance on the equipment against any loss of any nature whatsoever.

**9. SHIPMENTS:** Any shipment of delivery dates recited represent RSG's best estimate but no liability, direct or indirect, is assumed by RSG for failure to ship or deliver on such dates.

RSG shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, RSG may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment.

P R O P O S A L

# Proposal No. Q122065-F



If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from RSG that the equipment is ready for shipment; and thereafter any storage or other charge RSG incurs on account of the equipment shall be for the Purchaser's account.

If delivery is specified at a point other than RSG or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond RSG reasonable control and occurring at a location other than RSG or its supplier's shipping points, RSG assumes no liability in delivery delay. If Purchaser refuses such delivery, RSG may store the equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

**10. SURFACE PREPARATION AND PAINTING:** If furnished, shop primer paint is intended to serve only as minimal protective finish. RSG will not be responsible for the condition of primed or finish painted surfaces after equipment leaves its shops. Purchasers are invited to inspect paint in shops for proper preparation and application prior to shipment. RSG assumes no responsibility for field surface preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism installation.

**11. RETURN OF PRODUCTS:** No products may be returned to RSG without RSG's prior written permission. Said permission may be withheld by RSG at its sole discretion.

**12. BACK CHARGES:** RSG will not approve or accept back charges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of RSG furnished materials unless such back charge has been authorized in advance in writing by a RSG employee and a purchase order, or work requisition signed by RSG.

**13. INDEMNIFICATION:** Purchaser agrees to indemnify RSG from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.

**14. ENTIRE AGREEMENT:** This proposal expresses the entire agreement between the parties hereto superseding any prior understandings, and is not subject to modification except by a writing signed by an authorized officer of each party.

**15. EXTENDED STORAGE:** Extended storage instructions will be part of information provided to shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.

**16. LIABILITY:** Professional liability insurance, including but not limited to, errors and omissions insurance, is not included. In any event, liability for errors and omissions shall be limited to the lesser of 25,000USD or the value of the particular piece of equipment (not the value of the entire order) supplied by RSG against which a claim is sought.

**17. ARBITRATION NEGOTIATION:** Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

## ACCEPTED BY PURCHASER

Customer Name: \_\_\_\_\_ Customer Address: \_\_\_\_\_

\_\_\_\_\_ Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**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 Rebuild-it Services Group to replace two clarifier drive units at the Wastewater Treatment Facility.

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**REPORT PREPARED BY:** Steve Jossart, Superintendent of Wastewater Treatment

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**REPORT DATE:** January 18, 2021

**MEETING DATE:** February 9, 2021

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**FISCAL SUMMARY:**

**STATUTORY REFERENCE:**

Budget Line Item: 60138300-631100  
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 rake arm drives for Primary Clarifier #4 and Final Clarifier #2 require rebuilds after being in service for approximately 40 years. These drives were exposed to sand blasting grit when the units were painted a number of years ago and are vibrating, likely due to significant wear of the main bearing that supports the clarifier rake arm assembly.

**STAFF COMMENTS:** Primary Clarifier #4 and Final Clarifier #2 are important to the operation of the wastewater plant. If either of the drives were to fail, the clarifiers would have to be taken out of service until a new drive can be ordered and built. In addition to replacing the drives, we will restore the scum removal on Primary Clarifier #4, which has been out of service for a number of years to improve overall plant scum removal.

The project scope includes the purchase and installation of a C-54 rake arm drive for Primary Clarifier #4 and a C-40 rake arm drive for Final Clarifier #2, with identical OEM rebuilt units. The rake arm assemblies will be inspected and repaired as needed and all areas where the paint is compromised will be ground and recoated. Along with touch up painting, the concrete control joints for both clarifiers will be replaced. Additional work for Clarifier #4 will include cleaning the clarifier sludge line and purchasing and installing a new scum box and skimmer.

**Cost Breakdown:**

| <b>Component/Service</b>                      | <b>Supplier/Contractor</b> | <b>Estimated Cost</b> |
|---|----------------------------|-----------------------|
| Purchase Rebuilt C54 and C40 Clarifier Drives | RSG                        | \$ 54,820.00          |
| Installation of both Drives                   | RSG                        | \$ 58,798.00          |
| Purchase and Install Scum box and             | RSG                        | \$ 8,126.00           |

|  |                   |                     |
|--|-------------------|---------------------|
| Skimmer for Primary Clarifier #4                   |                   |                     |
| Clean Clarifier                                    | WWTP Staff        | \$ 1,000.00         |
| Electrical and Instrument Removal and Installation | WWTP Staff        | \$ 1,500.00         |
| Clarifier Concrete Joint Repairs                   | Crane Engineering | \$ 14,700.00        |
| Clarifier Rake Arm Cleaning and Touch-up Painting  | Crane Engineering | \$ 14,700.00        |
| Jet Sludge Line Primary Clarifier #4               | TBD               | \$ 3,500.00         |
| Scum Line Installation                             | WWTP Staff        | \$ 1,500.00         |
| Contingency (10%)                                  |                   | \$ 15,750.00        |
| <b>TOTAL</b>                                       |                   | <b>\$174,484.00</b> |

**ACTION REQUESTED:** Motion to recommend the Common Council adopt Res. No. 163-20-21 authorizing the Purchasing Agent to enter into contract with RSG Group to purchase and install two rebuilt clarifier drives, a new scum box and skimmer in the amount of \$121,744. The remainder of the services provided and miscellaneous items required to complete all of the maintenance work on the clarifier will not exceed \$40,565 dollars and will be funded through account 60138300 – 631100.

**ATTACHMENTS:**

- I. Res. No.163-20-21
- II. Agreement Between City of Sheboygan, Wisconsin and Rebuild-It Services Group, LLC
- III. Quote for replacement drives and installation.

III

DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE

Res. No. 163 - 20 - 21. By Alderpersons Dekker and Sorenson.  
February 9, 2021.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Rebuild-it Services Group to replace two clarifier drive units at the Wastewater Treatment Facility.

WHEREAS, Primary Clarifier #4 and Final Clarifier #2 are important components of the Wastewater Treatment Facility and, due to age and other factors, the drive units in these clarifiers are near end of life; and

WHEREAS, the replacement of these drive units is planned as part of the 2021 Capital Improvements Plan; and

WHEREAS, Staff proposes to replace the current drive units with rebuilt OEM drives and, in conjunction with this work, to install a scum (floating debris and grease) collection system on Primary Clarifier #4 (the "Project"); and

WHEREAS, because this Project does not constitute public construction as that term is used in the Wisconsin Statutes, neither state law nor the City's Procurement Policy require bidding for this Project; and

WHEREAS, based on Staff's experience, expertise, and recommendation, contracting with Rebuild-it Services Group for the Project is in the best interest of the City; and

WHEREAS, in order to complete the Project, it is necessary to drain the clarifier basins, which provides an opportunity to do other maintenance items on Primary Clarifier #4 and Final Clarifier #2; and

WHEREAS, while the clarifier basins are drained, Staff anticipates issuing a purchase order to Crane Engineering - pursuant to its authority under the City's Procurement Policy - in the amount of approximately \$30,000 for maintenance work related to the walls and floors of the clarifier basins; and

WHEREAS, while the clarifier basins are drained, City Staff also anticipates performing preventative maintenance, which may necessitate some amount of expenditure for materials; and

WHEREAS, payment for the purchase order with Crane Engineering and for necessary expenditures related to the preventative maintenance performed by City Staff are expected to be drawn from Account No. 60138300-631100.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached contract with Rebuild-it Services Group for the Project in the amount of \$121,744.00.

PW

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds, not to exceed \$133,918.40 (which includes a contingency), from Account No. 60138300-631100 for payment of the contract with Rebuild-it Services Group.

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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

**AGREEMENT  
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND  
REBUILD-IT SERVICES GROUP, LLC**

**TO REBUILD AND INSTALL TWO DRIVE UNITS AT THE WASTEWATER  
TREATMENT PLANT**

This Agreement (“Agreement”) is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2021 (the “Effective Date”), by and between the City of Sheboygan (the “City”), a municipal corporation, and Rebuild-it Services Group, LLC (“Contractor”).

WITNESSETH:

WHEREAS, the City has determined that the drive unit of Primary Clarifier #4 at the Wastewater Treatment Plant is in need of replacement; and

WHEREAS, while the drive unit is being replaced, there is an opportunity to install a new skimming mechanism/scum box on Primary Clarifier #4; and

WHEREAS, the City has determined that the drive unit of Final Clarifier #2 at the Wastewater Treatment Plant is in need of replacement; and

WHEREAS, Contractor is willing and able to provide the City with the necessary parts and services in order to replace the drive units of Primary Clarifier #4 and Final Clarifier #2 and to install the new skimming mechanism/scum box on Primary Clarifier #4, pursuant to the terms set forth in this Agreement.

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

**Article 1. Scope of Services**

Contractor shall provide all services, materials, labor, and tools necessary to: (1) replace the current C54 Drive Unit on Primary Clarifier #4 with a refurbished C54 drive unit, (2) install a skimming mechanism/scum box on Primary Clarifier #4, and (3) replace the current C40 Drive Unit on Final Clarifier #2 with a refurbished C40 drive unit (collectively the “Project”). The Project shall be done pursuant to Contractor’s Proposal No. Q122065-F. The Scope of Work for Proposal No. Q122065-F (pages 1-4) is attached to this Agreement as Exhibit A.

The Pricing and Payment Terms, Warranty & Terms and Conditions, and Terms and Conditions from Proposal No. Q122065-F are explicitly not incorporated into this Agreement. The operative Pricing, Payment, Warranty, and other Terms and Conditions are found in this Agreement.

Contractor shall be responsible for obtaining any and all applicable City permits and licenses and paying any and all applicable permit fees prior to beginning work.

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

**Article 2. Standard of Care**

Contractor shall be responsible for completion of the Project in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The City shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the City shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor, Contractor will, without additional compensation, correct or replace any and all aspects of the Project not meeting the Standard of Care.

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

**Article 3. Warranty**

Contractor warrants all new parts and equipment sold or rebuilt by Contractor to be free from defects in material and workmanship, and will replace or repair, F.O.B. its factories or other location designated by Contractor, any part or parts returned to it which Contractor’s examination shall show to have failed under normal use and service by the City within the earlier of: (1) two years following Final Acceptance of the Project and (2) two years and six months following the shipment of the parts and equipment to the City.

Warranty repair or replacement shall be free of charge for all items, except for those items—such as resin, filter media, and the like—that are consumable and normally replaced during maintenance, with respect to which, repair or replacement shall be subject to a pro-rata charge based on Contractor’s estimate of the percentage of normal service life realized from the part. Contractor’s obligation under this warranty is conditioned upon its receiving prompt notice of claimed defects, which shall in no event be later than thirty (30) days following expiration of the warranty period, and is limited to repair or replacement as aforesaid.

This warranty is expressly made by Contractor and accepted by the City in lieu of all other warranties, including warranties of merchantability and fitness for particular purpose, whether written, oral, express, implied, or statutory. Contractor shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete interoperability of its equipment for any reason whatsoever.

This warranty shall not apply to equipment or parts which are altered or repaired outside of Contractor’s factory, or damaged by improper maintenance, or subjected to misuse, abuse, neglect, accident, or incomplete adherence to all manufacturer’s requirements, including, but not limited to, Operations & Maintenance Manual guidelines & procedures.

For the avoidance of doubt, Contractor makes no warranty with respect to parts, accessories, or components purchased by the customer from others.

**Article 4. Responsibilities of the City**

The City designates Steve Jossart as its designated project manager for purposes of this Agreement.

The City's project manager shall be responsible for final acceptance of the Project. The Project will be deemed accepted unless written notice of non-acceptance is received by Contractor within seven (7) days of Contractor representing that the Project is complete.

**Article 5. Compensation**

The City shall pay Contractor for all fees and expenses related to the Project in an amount not to exceed One Hundred Twenty One Thousand Seven Hundred Forty Four Dollars (\$121,744.00), not to exceed the categories set forth below:

|   |             |
|---|-------------|
| C54 Rebuilt Drive Unit, as described in Exhibit A                       | \$28,862.00 |
| Skimming Mechanism / Scum Box, as described in Exhibit A                | \$ 8,126.00 |
| C40 Rebuilt Drive Unit, as described in Exhibit A                       | \$25,958.00 |
| Labor for Installation of Drive Units and Skimming Mechanism / Scum Box | \$58,798.00 |

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

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

The invoice shall be sent to:

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

Payment will be remitted to Contractor within sixty (60) days of receipt of invoice.

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

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

- Defective work.

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

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

**Article 6. Appropriation of Funds**

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

**Article 7. Schedule**

The Project shall proceed according to the schedule agreed to by the City's Project Manager and the Contractor.

Unless the City's Project Manager and the Contractor agree in writing to the contrary, the Project, and all invoices related to the Project, shall be complete by December 1, 2021. Completion of the Project shall mean all necessary steps have been performed and are satisfactory to the City. Therefore, any "punch list" items shall also be complete by December 1, 2021.

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

**Article 8. Quality of Materials**

The City expressly recognizes that the rebuilt drive unit consists of new and used components. Used components have been refurbished to like new condition.

**Article 9. Safety Requirements**

Contractor shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state, or local.

Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

**Article 10. Open Records**

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

**Article 11. Termination**

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

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, seven (7) days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative the City may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Contractor) shall be less than the sum which would have been payable under the Agreement if it had been completed by Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Contractor will be liable and shall pay to the City the amount of said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its surety for failure to complete the work in the time specified.

**Article 12. Default**

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

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment and materials to insure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by City.

- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, Contractor breaches this Agreement or fails to carry on the work in an acceptable manner.

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

**Article 13. Identity of Contractor**

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

**Article 14. Independent Contractor Status**

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

**Article 15. Indemnification**

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

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

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

**Article 16. Insurance**

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

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

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

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

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

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

**Article 17. Conflict of Interest**

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

**Article 18. Waiver**

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

**Article 19. Severability**

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

**Article 20. Assignment**

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

**Article 21. Third Party Rights**

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

**Article 22. Governing Law and Venue**

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

**Article 23. Non-Discrimination**

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

**Article 24. Compliance with Laws**

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

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

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

**Article 25. Notices**

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

**City:**

**Contractor:**

|                            |                                |
|----------------------------|--------------------------------|
| City Clerk                 | Terry A. Reyburn               |
| City of Sheboygan          | Rebuild-it Services Group, LLC |
| 828 Center Ave.            | 6810 South 300 West, Suite 8   |
| Sheboygan, Wisconsin 53083 | Midvale, Utah 84047            |

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

**Article 26. Intent to be Bound**

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

**Article 27. Force Majeure**

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

**Article 28. Integration and Modification**

This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Contractor. It supersedes all prior and

contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

**Article 29. Non-Collusion**

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

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

**Article 30. Other Provisions**

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

- e. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.
- f. Solvency. Contractor warrants that it is financially solvent, and agrees to provide any documents reasonably requested by the City in order to confirm that Contractor is financially solvent.

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

**CITY OF SHEBOYGAN, WISCONSIN**

**CONTRACTOR**

**BY:** \_\_\_\_\_  
Michael J. Vandersteen, Mayor

**BY:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
Meredith DeBruin, City Clerk

**ATTEST:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

Rebuild-it Services Group  
6810 South 300 West, Suite 8  
Midvale, UT 84047  
[www.rebuild-it.com](http://www.rebuild-it.com)



**DATE:** January 12, 2021

**PROPOSAL NUMBER:** Q122065-F

**PREPARED FOR:**

Sheboygan, WI WWTP  
3333 Lakeshore Drive  
Sheboygan, WI 53081  
Attention: Steve Jossart  
E-Mail: [steve.jossart@sheboygan.com](mailto:steve.jossart@sheboygan.com)

**SCOPE OF WORK:**

Rebuild services for C40 and C54 Drive units with installation. Serial No. 22486-01&02.

**PREPARED BY:**

Rebuild-it Services Group, LLC.  
6810 South 300 West, Suite 8  
Midvale, Utah 84047  
Terry A. Reyburn  
Main: (888) 709-5676  
Direct: (385) 235-6924  
Mobile: (801) 828-5369  
E-Mail: [treyburn@rebuild-it.com](mailto:treyburn@rebuild-it.com)  
Website: [rebuild-it.com](http://rebuild-it.com)

**REPRESENTED BY:**

Energenecs  
Larry Henderson  
700 East Milan Drive  
Saukville, WI 53080  
PH: 414-940-9282  
E-Mail: [larry.henderson@energenecs.com](mailto:larry.henderson@energenecs.com)

P R O P O S A L







**PROJECT SUMMARY:**

Rebuild-it Services Group, LLC. (RSG) is pleased to offer the following proposal for the rebuilding of an existing EIMCO Primary clarifier C54 drive unit and the supply of C40 Rebuilt drive unit for a 105' dia. Secondary clarifier located at the Sheboygan, WI WWTP, Serial No. 22486-01 & 02. We have also included our professional turn-key labor services to install both drives at the same time.

**REBUILD SCOPE OF WORK BASED ON INSPECTION REPORT:**

We include the following:

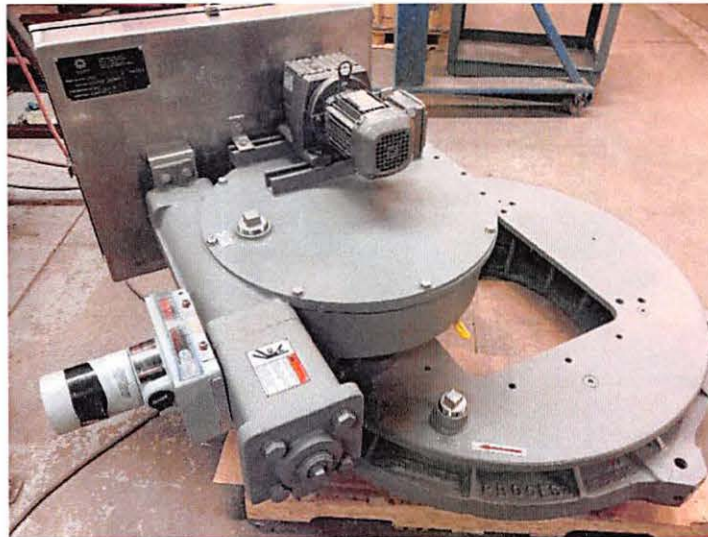
- Rebuilding of the 54" EIMCO and 40" drive unit.
- Disassemble and inspect the drive unit
- Steam clean and evaluate all parts
- Provide an inspection report indicating the condition of the parts and provide a final recommendation for the drive rebuild.
- Blast and clean and all major reused parts for the drive unit; which includes the main gear, base or housing(s), pinion, worm gear, end cap and covers.
- Replace all wear items; such as bearings, seals, gaskets, keys, retaining rings, gauges, site glasses, piping and fasteners.
- Replace motor drive assembly consisting of a ¾ hp gearmotor, chain, Stainless steel chain guard and sprockets.
- Repair worm and shaft and pinion seal areas for new oil seals.
- Replace the torque control
- Machine and polish all re-useable parts as needed.
- Re-assemble, paint, inspect and test the drive unit.
- Painting: Inside and out. (2) coats Tnemec epoxy N69F paint @ 3-5 mils each coat. SSPC-6 blast and metal prep is applied.
- Freight to and from the job site.
- Warranty on parts and workmanship.
- Note: both drive units will come complete to match the existing torque and speed of the original drives.

Items that are not included:

- Loading and offloading of the drive
- Major components that are typically re-used as part of the rebuild scope. Pinions, gears, housings, shafts and covers will be re-used as part of a standard rebuild. If these items are damaged and cannot be re-used, then the price of these individual components will be added to the order.
- Lubricants (oil to be provided by the customer)

**Note:** This pricing is based on a typical (standard) rebuild and does not include the replacement of major components, i.e. gears, precision bearing, pinion, housings and covers. If any other these items are deemed to be replaced, there will be an additional charge for these item(s).

Lead-time is estimated at 3-4 weeks.



EIMCO C40 Drive Rebuild by Rebuild-it

**SURFACE PREPARATION AND PAINT:**

Drive unit: Surface preparation of SSPC-SP6 following by two (2) coats of Tnemec 161 to a 4-6 mils DFT with a final coat of a UV protected industrial grade polyurethane coating to a 6 mils minimum DFT. Color: Pencil Gray.

Submerged and Non-submerged steel: Surface preparation of SSPC-SP10 followed by Two (2) coats of Tnemec N69 hi-build epoxy to 4-6 mils DFT.

**SKIMMING PARTS FOR PRIMARY CLARIFIER- 22486-01:**

- RSG Premium 4' Skimming Device P/N L42700-3 All stainless steel and aluminum materials.
- New 4' scum box with support- mild steel with (2) coats of paint.
- New piping to connect to scum pipe. Reducer to connect to existing pipe that has been cut off. Customer to attach when complete.
- Related fasteners
- Freight

**LABOR SERVICES INSTALLING BOTH DRIVES AT THE SAME TIME:**

Note: We would install (2) drives at the same time during the same mobilization.

The scope of work for this project is as follows:

- Hole watch during the install process
- Site mobilization and travel time to the job site.
- Removal of bridge and drive unit on both tanks one right after the other.
- Re-Installation of drive units.
- Install scum box and skimming device.
- Crane, mats, rigging equipment as needed.
- Rake and drive leveling.
- Touch up paint only
- Provide assistance during start-up & testing
- Provide all required confined space entry equipment, hoisting & rigging
- A foreman/safety QC manager will be on site throughout the project.
- Work to be performed in one (1) mobilization.
- Demobilization of personnel and equipment.
- Hole watch included

This proposal excludes the following items:

- Electrical disconnect and reconnect
- Permits, fees, and/or stamped engineering documents
- Provision of Full-Time Safety & QA/QC manager. A foreman will be onsite throughout duration of construction activities and provide field coordination.
- Overtime premiums or weekend work
- Temp facilities including porta-johns, hand wash, temp power, water, and disposal bins to be provided by others.
- Installation of electrical and/or instrumentation to be by others.
- Concrete demolition and/or repair.
- Covered tank or dome; removal of dome or access panels by others.
- Grouting of the tank or concrete work.
- Assumes reasonable access to basins.
- No coating on site- touch up paint only
- Prevailing wage
- Hazardous material abatement, handling and/or disposal.
- Any work not specifically included.
- Draining and cleaning of the tank
- Disposing of old debris/parts.
- Lubrication for drive unit.