

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

III

4.5

Res. No. 108- 20 - 21. By Alderpersons Dekker and Sorenson.  
October 19, 2020.

A RESOLUTION authorizing the appropriate City officials to execute a 5' wide Underground Electric Easement for Wisconsin Power and Light Company at Kiwanis Park (Parcel No. 59281500170).

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute and deliver a 5' wide Underground Electric Easement at Kiwanis Park (Parcel No. 59281500170), a copy of which is attached hereto, to Wisconsin Power and Light Company.

RW

Don Pulk  
[Signature]

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

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

Document No.

**EASEMENT UNDERGROUND  
ELECTRIC AND COMMUNICATION**

The undersigned **City of Sheboygan, (hereinafter called the "Grantor")**, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto **Wisconsin Power and Light Company, a Wisconsin corporation, (hereinafter called the "Grantee")**, the Grantee's successors and assigns, the perpetual right and easement to construct, install, maintain, operate, repair, inspect, replace, add, relocate and remove the Designated Facilities, as defined below, upon, in, over, through and across lands owned by the Grantor in the **City of Sheboygan, County of Sheboygan, State of Wisconsin**, said "Easement Area" to be described as follows:

*See Exhibit "A" for a legal description of the Easement Area and Exhibit "B" for a depiction of the Easement Area, both which are attached hereto and made a part hereof by reference.*

This easement is subject to the following conditions:

- 1. Designated Facilities:** Grantor does hereby warrant and represent that Grantor and his predecessors in title to the above described premises subject to this easement, have been openly, notoriously and adversely occupied by Grantor and his predecessors in title for a period in excess of 40 years; that during said time no person or entity has ever made claim to said premises; and that during said time, Grantor has improved said premises continuously during said period. This easement is for underground electric line and underground communication line facilities, including but not limited to conduit, cables, above ground electric pad-mount transformers, secondary pedestals, riser equipment, and any other components as Grantee may select for use in transmitting electricity or communication signals (collectively, the "Designated Facilities").
- 2. Access:** The Grantee and its agents shall have the right of reasonable ingress and egress to, over and across the Grantor's land adjacent to the Easement Area.
- 3. Buildings and Structures:** The Grantor agrees within the Easement Area not to construct or place buildings, structures, or other improvements, or place water, sewer or drainage facilities; all without the express written consent of the Grantee.
- 4. Landscaping and Vegetation:** No plantings and landscaping are allowed within the Easement Area that will interfere with the easement rights herein granted. The Grantee has the right to trim or remove trees, bushes and brush within the Easement Area without replacement or compensation hereinafter. The Grantee may treat the stumps of any trees, bushes or brush to prevent re-growth and apply herbicides in accordance with applicable laws, rules and regulations, for tree and brush control.
- 5. Elevation:** After the installation of the facilities and final grading of the Easement Area, the Grantor agrees not to alter the grade of the existing ground surface by more than six (6) inches or place rocks or boulders more than eight (8) inches in diameter, within the Easement Area, without the express written consent of the Grantee.
- 6. Restoration and Damages:** The Grantee shall restore, cause to have restored or pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than trees trimmed or cut down and removed), caused by the construction, maintenance or removal of said facilities.
- 7. Rights not granted to the Grantee:** The Grantee shall not have the right to construct or place fences, buildings or any other facilities other than the above Designated Facilities.
- 8. Reservation of use by the Grantor:** The right is hereby expressly reserved to the Grantor, the heirs, successors and assigns, of every use and enjoyment of said land within the Easement Area consistent with rights herein granted.
- 9. Binding Effect:** This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.
- 10. Easement Brochure:** As provided by PSC 113, the Grantor shall have a minimum period of five days to examine materials approved or provided by the Public Service Commission of Wisconsin describing the Grantor's rights and options in the easement negotiating process. The Grantor hereby voluntarily waives the five day review period or acknowledges that they have had at least five days to review such materials.

Record this document with the Register of Deeds

Name and Return Address:

Alliant Energy  
Attn: Real Estate Department  
4902 North Biltmore Lane  
P.O. Box 77007  
Madison, WI 53707-1007

Parcel Identification Number(s)

59281500170

WITNESS the signature(s) of the Grantor this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**City of Sheboygan**

\_\_\_\_\_  
Signature (SEAL)

\_\_\_\_\_  
Signature (SEAL)

\_\_\_\_\_

\_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF WISCONSIN }  
COUNTY OF \_\_\_\_\_ } SS

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, the above named \_\_\_\_\_ to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Printed Name of Notary

Notary Public, State of Wisconsin

My Commission Expires (is) \_\_\_\_\_

This instrument drafted by  
**Jamie Friis – Mi-Tech Services, Inc.**

\_\_\_\_\_  
Checked by  
Steve A. Ksobiech  
October 14, 2020

Project Title:	Sheboygan WI, N 17 <sup>th</sup> St Conv OH to UG
ERP Activity ID:	4173829
Tract No.:	1
REROW No.:	

## Exhibit A

### GRANTOR'S PARCEL:

The Original Plat of All Blocks 113, 117, 118, 138, 139, 142, 143, 164, 167 and the Vacated East-West alleys in said blocks. Also, part of Block 163, and the East 210' of Blocks 141, 165 and 166, and the Vacated East-West Alleys lying within said blocks. Also, Lots 7 through 12 in Block 114, and the Vacated West 265' of the East-West Alley of said block; Also the East 30' of Lot 9 and all of Lots 10 through 12 of Block 140 and the South half of the Vacated East-West alley adjacent to said lots; Also vacated North River Street between Block 163 and Blocks 164, 166, 167; Also vacated North 16<sup>th</sup> St lying between the easterly extended south line of the East-West Alley of Block 114 and the South line of Center Ave, and Part Vacated Niagara Ave, Wisconsin Ave, New York Ave, Center Ave, Pennsylvania Ave adjacent; Also, Lot 4 and part of lots 2 & 3 of Block 114, all in Kiwanis Park, Sheboygan County, Wisconsin.

### EASEMENT AREA:

A Utility Easement located in part of Lots 1 and 6 of Block 164, Lots 1-6 of Block 143, Lots 1-6 of 138, Lots 5-7 of Block 118, Lot 1 of Block 117, Lots 1-11 of Block 113, vacated streets Center Avenue, New York Avenue, Wisconsin Avenue, Kinzie Street, and North 16<sup>th</sup> Street all of the Original Plat of the City of Sheboygan, and part of Government Lots 2 and 3 of Section 22, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, more particularly described as follows:

Commencing at the Center Quarter Corner of said Section 22;

Thence South 89 degrees 32 minutes 40 seconds East along the North Line of the Southeast Quarter of said Section 22, a distance of 415.15 feet;

Thence South 00 degrees 01 minutes 09 seconds West along the West Right-of-Way (ROW) Line of North 17<sup>th</sup> Street, a distance of 1104.18 feet;

Thence North 90 degrees 00 minutes 00 seconds East, a distance of 80.00 feet to the East ROW Line of North 17<sup>th</sup> Street and the Point of Beginning;

Thence North 87 degrees 20 minutes 20 seconds East, a distance of 185.28 feet;

Thence South 67 degrees 31 minutes 06 seconds East, a distance of 12.18 feet;

Thence North 87 degrees 11 minutes 32 seconds East, a distance of 109.49 feet;

Thence 95.36 feet along an arc of a curve concave to the Northeast, having a radius of 253.78 feet, and measured along a chord bearing North 74 degrees 30 minutes 07 seconds East, a distance of 94.80 feet to the ending point of said curve;

Thence North 41 degrees 24 minutes 38 seconds East, a distance of 17.49 feet;

Thence 189.73 feet along an arc of a curve concave to the Northeast, having a radius of 311.23 feet, and measured along a chord bearing North 36 degrees 24 minutes 45 seconds East, a distance of 186.81 feet to the ending point of said curve;

Thence 180.75 feet along an arc of a curve concave to the Northeast, having a radius of 414.26 feet, and measured along a chord bearing North 12 degrees 19 minutes 20 seconds East, a distance of 179.32 feet to the ending point of said curve;

Thence 194.54 feet along an arc of a curve concave to the Northwest, having a radius of 853.39 feet, and measured along a chord bearing North 03 degrees 01 minutes 29 seconds West, a distance of 194.12 feet to the ending point of said curve;

Thence 228.58 feet along an arc of a curve concave to the Northwest, having a radius of 1779.23 feet, and measured along a chord bearing North 08 degrees 54 minutes 31 seconds West, a distance of 228.43 feet to the ending point of said curve;

Thence South 86 degrees 08 minutes 03 seconds West, a distance of 91.71 feet;

Thence North 03 degrees 51 minutes 57 seconds West, a distance of 3.24 feet;

Thence North 31 degrees 42 minutes 33 seconds East, a distance of 36.86 feet;

Thence North 06 degrees 16 minutes 15 seconds West, a distance of 22.24 feet;

Thence North 00 degrees 55 minutes 54 seconds West, a distance of 206.03 feet;

Thence North 88 degrees 16 minutes 23 seconds West, a distance of 84.98 feet;

Thence North 01 degrees 43 minutes 37 seconds East, a distance of 5.00 feet;

Thence South 88 degrees 16 minutes 23 seconds East, a distance of 84.85 feet;  
Thence 209.27 feet along an arc of a curve concave to the Northwest, having a radius of 2635.69 feet, and measured along a chord bearing North 01 degrees 28 minutes 16 seconds West, a distance of 209.22 feet to the ending point of said curve;  
Thence 215.18 feet along an arc of a curve convex to the Northeast, having a radius of 396.55 feet, and measured along a chord bearing North 16 degrees 49 minutes 05 seconds East, a distance of 212.55 feet to the ending point of said curve;  
Thence North 37 degrees 12 minutes 59 seconds East, a distance of 96.67 feet;  
Thence North 38 degrees 38 minutes 32 seconds East, a distance of 98.72 feet;  
Thence 210.93 feet along an arc of a curve convex to the Northeast, having a radius of 1615.38 feet, and measured along a chord bearing North 47 degrees 42 minutes 56 seconds East, a distance of 210.78 feet to the ending point of said curve and the South ROW Line of Ontario Avenue;  
Thence North 59 degrees 22 minutes 04 seconds East along said South ROW Line, a distance of 42.57 feet to the West ROW Line of North 15<sup>th</sup> Street;  
Thence South 00 degrees 29 minutes 50 seconds East along said West ROW Line, a distance of 5.85 feet;  
Thence 247.72 feet along an arc of a curve convex to the Southwest, having a radius of 1605.38 feet, and measured along a chord bearing South 48 degrees 24 minutes 43 seconds West, a distance of 247.48 feet to the ending point of said curve;  
Thence South 38 degrees 38 minutes 32 seconds West, a distance of 102.13 feet;  
Thence South 40 degrees 16 minutes 22 seconds West, a distance of 92.25 feet;  
Thence 212.25 feet along an arc of a curve convex to the Southwest, having a radius of 391.55 feet, and measured along a chord bearing South 16 degrees 50 minutes 02 seconds West, a distance of 209.66 feet to the ending point of said curve;  
Thence 212.49 feet along an arc of a curve concave to the Southeast, having a radius of 2640.69 feet, and measured along a chord bearing South 01 degrees 26 minutes 09 seconds East, a distance of 212.43 feet to the ending point of said curve;  
Thence South 00 degrees 55 minutes 54 seconds East, a distance of 207.60 feet;  
Thence South 06 degrees 16 minutes 15 seconds East, a distance of 23.73 feet;  
Thence South 31 degrees 42 minutes 33 seconds West, a distance of 32.84 feet;  
Thence North 86 degrees 08 minutes 03 seconds East, a distance of 88.59 feet;  
Thence 233.33 feet along an arc of a curve convex to the Southeast, having a radius of 1784.23 feet, and measured along a chord bearing South 08 degrees 58 minutes 50 seconds East, a distance of 233.16 feet to the ending point of said curve;  
Thence 195.33 feet along an arc of a curve convex to the Southeast, having a radius of 858.39 feet, and measured along a chord bearing South 03 degrees 01 minutes 26 seconds East, a distance of 194.91 feet to the ending point of said curve;  
Thence 182.52 feet along an arc of a curve convex to the Southwest, having a radius of 419.26 feet, and measured along a chord bearing South 12 degrees 18 minutes 56 seconds West, a distance of 181.08 feet to the ending point of said curve;  
Thence 191.97 feet along an arc of a curve convex to the Southwest, having a radius of 316.23 feet, and measured along a chord bearing South 36 degrees 23 minutes 09 seconds West, a distance of 189.04 feet to the ending point of said curve;  
Thence South 41 degrees 24 minutes 38 seconds West, a distance of 17.92 feet;  
Thence 96.40 feet along an arc of a curve convex to the Southwest, having a radius of 258.78 feet, and measured along a chord bearing South 74 degrees 11 minutes 22 seconds West, a distance of 95.84 feet to the ending point of said curve;  
Thence South 04 degrees 58 minutes 48 seconds West, a distance of 15.04 feet;  
Thence North 85 degrees 01 minutes 12 seconds West, a distance of 5.00 feet;  
Thence North 04 degrees 58 minutes 48 seconds East, a distance of 14.28 feet;  
Thence South 87 degrees 11 minutes 32 seconds West, a distance of 106.72 feet;  
Thence North 66 degrees 56 minutes 30 seconds West, a distance of 11.92 feet;  
Thence South 87 degrees 20 minutes 20 seconds West, a distance of 185.52 feet;

Thence North 00 degrees 01 minutes 09 seconds East, a distance of 5.01 feet to the Point of Beginning.

**PROPERTY LOCATED IN:**

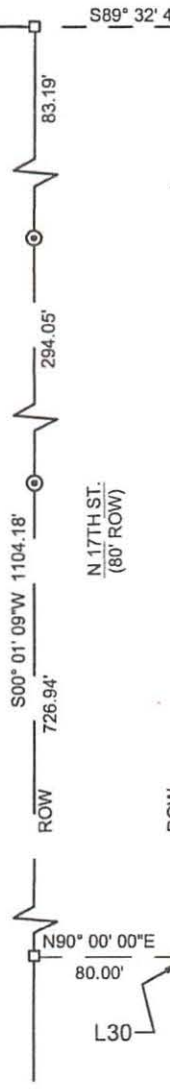
Section 22, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin and being identified as Tax Parcel 5928150170

# EXHIBIT "B"

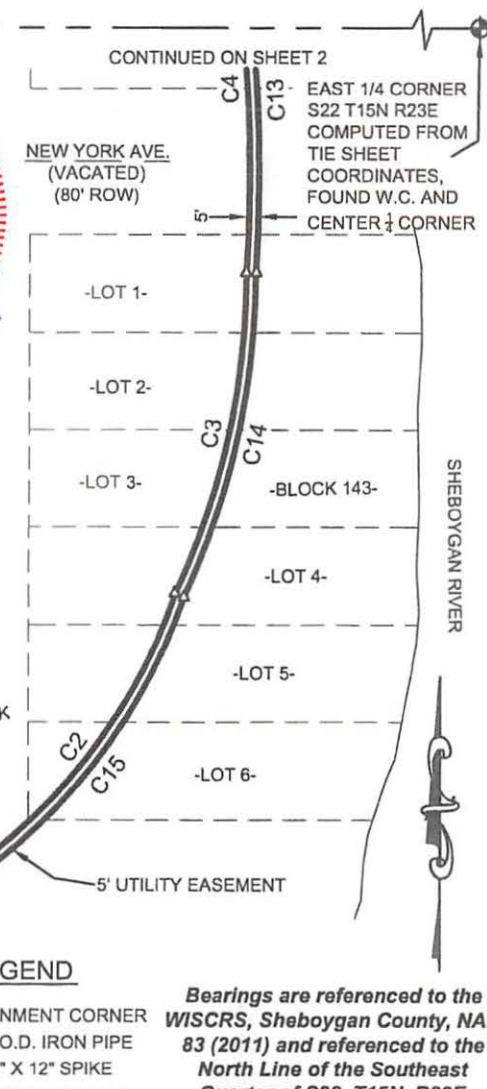
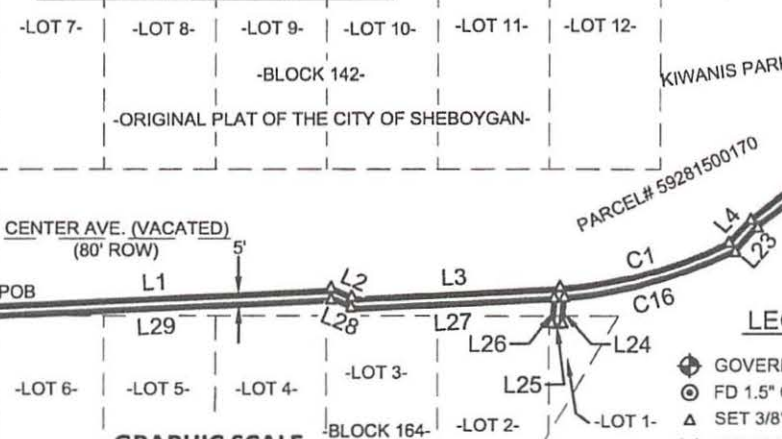
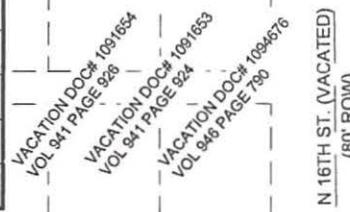
LOCATED IN PART OF LOTS 1 AND 6 OF BLOCK 164, LOTS 1-6 OF BLOCK 143, LOTS 1-6 OF BLOCK 138, LOTS 5-7 OF BLOCK 118, LOT 1 OF BLOCK 117, LOTS 1-11 OF BLOCK 113, VACATED STREETS CENTER AVE, NEW YORK AVE, WISCONSIN AVE, KINZIE ST, AND N 16TH ST ALL OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, AND PART OF GOVERNMENT LOTS 2 AND 3 OF SECTION 22, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

415.15' — CENTER 1/4 CORNER S22 T15N R23E FOUND CHISELED X

Line #	Bearing	Distance
L1	N87° 20' 20"E	185.28'
L2	S67° 31' 06"E	12.18'
L3	N87° 11' 32"E	109.49'
L4	N41° 24' 38"E	17.49'
L5	S86° 08' 03"W	91.71'
L6	N3° 51' 57"W	3.24'
L7	N31° 42' 33"E	36.86'
L8	N6° 16' 15"W	22.24'
L9	N0° 55' 54"W	206.03'
L10	N88° 16' 23"W	84.98'
L11	N1° 43' 37"E	5.00'
L12	S88° 16' 23"E	84.85'
L13	N37° 12' 59"E	96.67'
L14	N38° 38' 32"E	98.72'
L15	N59° 22' 04"E	42.57'
L16	S0° 29' 50"E	5.85'
L17	S38° 38' 32"W	102.13'
L18	S40° 16' 22"W	92.25'
L19	S0° 55' 54"E	207.60'
L20	S6° 16' 15"E	23.73'

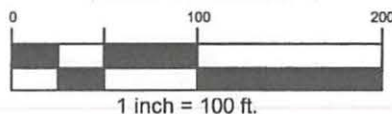


Line #	Bearing	Distance
L21	S31° 42' 33"W	32.84'
L22	N86° 08' 03"E	88.59'
L23	S41° 24' 38"W	17.92'
L24	S4° 58' 48"W	15.04'
L25	N85° 01' 12"W	5.00'
L26	N4° 58' 48"E	14.28'
L27	S87° 11' 32"W	106.72'
L28	N66° 56' 30"W	11.92'
L29	S87° 20' 20"W	185.52'
L30	N0° 01' 09"E	5.01'



**mi-TECH**  
Fond Du Lac • Green Bay • Madison • New Berlin  
800.465.8050

JULY 15, 2020



- LEGEND**
- ◆ GOVERNMENT CORNER
  - ⊙ FD 1.5" O.D. IRON PIPE
  - ▲ SET 3/8" X 12" SPIKE
  - ( ) "RECORDED AS" DATA
  - COMPUTED POINT
  - POB POINT OF BEGINNING

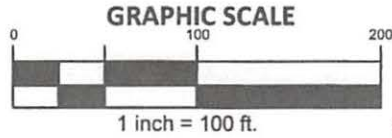
*Bearings are referenced to the WISCRS, Sheboygan County, NAD 83 (2011) and referenced to the North Line of the Southeast Quarter of S22, T15N, R23E measured as S89° 32' 40"E*

SHEET 1 OF 3

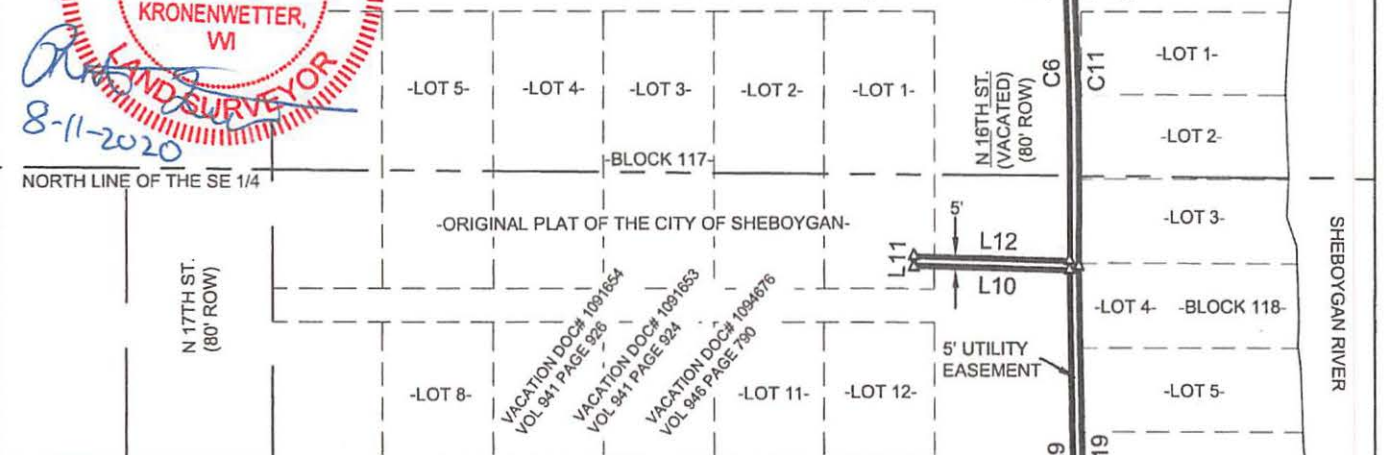
ALLIANT - 4173829

# EXHIBIT "B"

LOCATED IN PART OF LOTS 1 AND 6 OF BLOCK 164, LOTS 1-6 OF BLOCK 143, LOTS 1-6 OF BLOCK 138, LOTS 5-7 OF BLOCK 118, LOT 1 OF BLOCK 117, LOTS 1-11 OF BLOCK 113, VACATED STREETS CENTER AVE, NEW YORK AVE, WISCONSIN AVE, KINZIE ST, AND N 16TH ST ALL OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, AND PART OF GOVERNMENT LOTS 2 AND 3 OF SECTION 22, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN



CONTINUED ON SHEET 3



Curve Table

Curve #	Radius	Delta	Length	Chord Bearing	Chord Length	Tangent In	Tangent Out
C1	253.78	21°31'44"	95.36	N74°30'07"E	94.80	N85°16'00"E	N63°44'15"E
C2	311.23	34°55'40"	189.73	N36°24'45"E	186.81	N53°52'35"E	N18°56'54"E
C3	414.26	24°59'59"	180.75	N12°19'20"E	179.32	N24°49'19"E	N0°10'40"W
C4	853.39	13°03'41"	194.54	N3°01'29"W	194.12	N3°30'21"E	N9°33'20"W
C5	1779.23	7°21'40"	228.58	N8°54'31"W	228.43	N5°13'41"W	N12°35'20"W
C6	2635.69	4°32'57"	209.27	N1°28'16"W	209.22	N0°48'13"E	N3°44'45"W
C7	396.55	31°05'25"	215.18	N16°49'05"E	212.55	N32°21'47"E	N1°16'23"E
C8	1615.38	7°28'53"	210.93	N47°42'56"E	210.78	N51°27'22"E	N43°58'29"E
C9	1605.38	8°50'28"	247.72	S48°24'43"W	247.48	S52°49'58"W	S43°59'29"W
C10	391.55	31°03'30"	212.25	S16°50'02"W	209.66	S32°21'47"W	S1°18'18"W
C11	2640.69	4°36'37"	212.49	S1°26'09"E	212.43	S0°52'10"W	S3°44'27"E
C12	1784.23	7°29'34"	233.33	S8°58'50"E	233.16	S5°14'03"E	S12°43'37"E
C13	858.39	13°02'17"	195.33	S3°01'26"E	194.91	S3°29'43"W	S9°32'34"E
C14	419.26	24°56'33"	182.52	S12°18'56"W	181.08	S24°47'13"W	S0°09'20"E
C15	316.23	34°46'55"	191.97	S36°23'09"W	189.04	S53°46'37"W	S18°59'42"W
C16	258.78	21°20'35"	96.40	S74°11'22"W	95.84	S84°51'40"W	S63°31'05"W



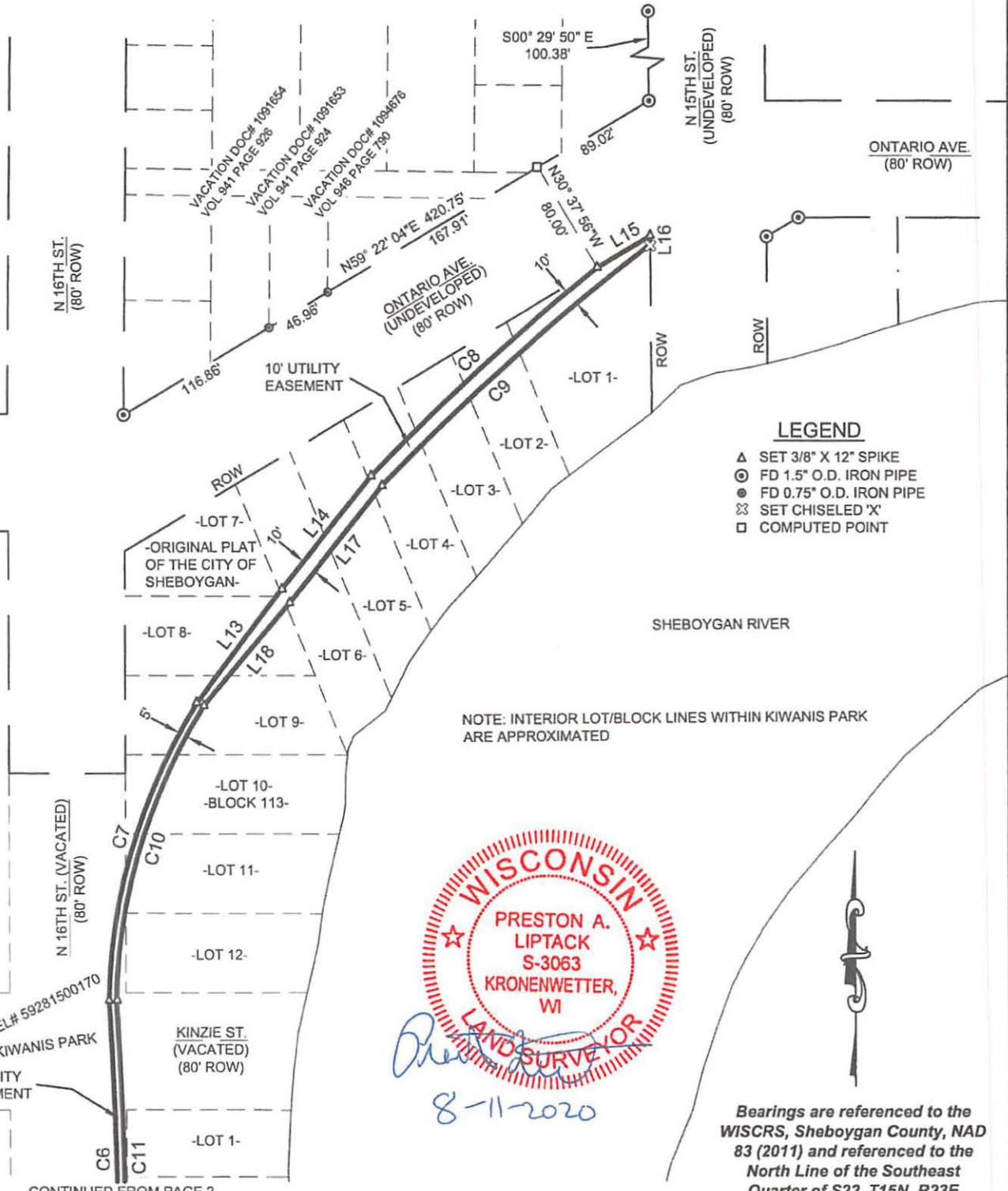
**LEGEND**  
 ▲ SET 3/8" X 12" SPIKE

Bearings are referenced to the WISCRS, Sheboygan County, NAD 83 (2011) and referenced to the North Line of the Southeast Quarter of S22, T15N, R23E measured as S89° 32' 40"E

CONTINUED FROM SHEET 1

# EXHIBIT "B"

LOCATED IN PART OF LOTS 1 AND 6 OF BLOCK 164, LOTS 1-6 OF BLOCK 143, LOTS 1-6 OF BLOCK 138, LOTS 5-7 OF BLOCK 118, LOT 1 OF BLOCK 117, LOTS 1-11 OF BLOCK 113, VACATED STREETS CENTER AVE, NEW YORK AVE, WISCONSIN AVE, KINZIE ST, AND N 16TH ST ALL OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, AND PART OF GOVERNMENT LOTS 2 AND 3 OF SECTION 22, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN



## LEGEND

- ▲ SET 3/8" X 12" SPIKE
- ⊙ FD 1.5" O.D. IRON PIPE
- ⊙ FD 0.75" O.D. IRON PIPE
- ⊗ SET CHISELED 'X'
- COMPUTED POINT

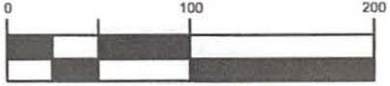


*Preston A. Liptack*  
8-11-2020

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JULY 15, 2020

GRAPHIC SCALE



1 inch = 100 ft.



**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** Resolution authorizing the appropriate City officials to execute a 5' wide Underground Electric Easement for Wisconsin Power and Light Company at Kiwanis Park (Parcel No. 59281500170).

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

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**REPORT DATE:** October 22, 2020

**MEETING DATE:** October 27, 2020

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**FISCAL SUMMARY:**

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

**STATUTORY REFERENCE:**

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

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**BACKGROUND / ANALYSIS:** The Wisconsin Power and Light Company have requested a 5' wide Underground Electric Easement so they can more efficiently serve the Kiwanis Park neighborhood area.

**STAFF COMMENTS:** The Department of Public Works reviewed this proposal and has no issues with the proposed easement.

**ACTION REQUESTED:** Motion to recommend the Common Council adopt Res. No. 108-20-21 authorizing the appropriate City officials to execute a 5' wide Underground Electric Easement for Wisconsin Power and Light Company at Kiwanis Park (Parcel No. 59281500170).

**ATTACHMENTS:**

- I. Res. No. 108-20-21
- II. Proposed Easement

III

4.6

Res. No. 109 - 20 - 21. By Alderpersons Dekker and Sorenson.  
October 19, 2020.

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RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute and deliver a 10' x 10' Underground Electric Easement at Kiwanis Park (Parcel No. Parcel 59281500170), a copy of which is attached hereto, to Wisconsin Power and Light Company.

PD

*Don Dekker*  
*Jim 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

Document No.

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ELECTRIC AND COMMUNICATION**

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- Designated Facilities:** Grantor does hereby warrant and represent that Grantor and his predecessors in title to the above described premises subject to this easement, have been openly, notoriously and adversely occupied by Grantor and his predecessors in title for a period in excess of 40 years; that during said time no person or entity has ever made claim to said premises; and that during said time, Grantor has improved said premises continuously during said period. This easement is for underground electric line and underground communication line facilities, including but not limited to conduit, cables, above ground electric pad-mount transformers, secondary pedestals, riser equipment, and any other components as Grantee may select for use in transmitting electricity or communication signals (collectively, the "Designated Facilities").
- Access:** The Grantee and its agents shall have the right of reasonable ingress and egress to, over and across the Grantor's land adjacent to the Easement Area.
- Buildings and Structures:** The Grantor agrees within the Easement Area not to construct or place buildings, structures, or other improvements, or place water, sewer or drainage facilities; all without the express written consent of the Grantee.
- Landscaping and Vegetation:** No plantings and landscaping are allowed within the Easement Area that will interfere with the easement rights herein granted. The Grantee has the right to trim or remove trees, bushes and brush within the Easement Area without replacement or compensation hereinafter. The Grantee may treat the stumps of any trees, bushes or brush to prevent re-growth and apply herbicides in accordance with applicable laws, rules and regulations, for tree and brush control.
- Elevation:** After the installation of the facilities and final grading of the Easement Area, the Grantor agrees not to alter the grade of the existing ground surface by more than six (6) inches or place rocks or boulders more than eight (8) inches in diameter, within the Easement Area, without the express written consent of the Grantee.
- Restoration and Damages:** The Grantee shall restore, cause to have restored or pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than trees trimmed or cut down and removed), caused by the construction, maintenance or removal of said facilities.
- Rights not granted to the Grantee:** The Grantee shall not have the right to construct or place fences, buildings or any other facilities other than the above Designated Facilities.
- Reservation of use by the Grantor:** The right is hereby expressly reserved to the Grantor, the heirs, successors and assigns, of every use and enjoyment of said land within the Easement Area consistent with rights herein granted.
- Binding Effect:** This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.
- Easement Brochure:** As provided by PSC 113, the Grantor shall have a minimum period of five days to examine materials approved or provided by the Public Service Commission of Wisconsin describing the Grantor's rights and options in the easement negotiating process. The Grantor hereby voluntarily waives the five day review period or acknowledges that they have had at least five days to review such materials.

Record this document with the Register of Deeds

Name and Return Address:

Alliant Energy  
Attn: Real Estate Department  
4902 North Biltmore Lane  
P.O. Box 77007  
Madison, WI 53707-1007

Parcel Identification Number(s)

59281500170

WITNESS the signature(s) of the Grantor this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**City of Sheboygan**

\_\_\_\_\_  
Signature (SEAL)

\_\_\_\_\_  
Signature (SEAL)

\_\_\_\_\_

\_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF WISCONSIN }  
COUNTY OF \_\_\_\_\_ } SS

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, the above named

\_\_\_\_\_ to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Printed Name of Notary

Notary Public, State of Wisconsin

My Commission Expires (is) \_\_\_\_\_

This instrument drafted by

**Jamie Friis – Mi-Tech Services, Inc.**

\_\_\_\_\_  
Checked by  
Steve A. Ksobiech  
October 14, 2020

Project Title:	Sheboygan WI, N 17 <sup>th</sup> St Conv OH to UG
ERP Activity ID:	4173829
Tract No.:	1
REROW No.:	

## Exhibit A

### GRANTOR'S PARCEL:

The Original Plat of All Blocks 113, 117, 118, 138, 139, 142, 143, 164, 167 and the Vacated East-West alleys in said blocks. Also, part of Block 163, and the East 210' of Blocks 141, 165 and 166, and the Vacated East-West Alleys lying within said blocks. Also, Lots 7 through 12 in Block 114, and the Vacated West 265' of the East-West Alley of said block; Also the East 30' of Lot 9 and all of Lots 10 through 12 of Block 140 and the South half of the Vacated East-West alley adjacent to said lots; Also vacated North River Street between Block 163 and Blocks 164, 166, 167; Also vacated North 16<sup>th</sup> St lying between the easterly extended south line of the East-West Alley of Block 114 and the South line of Center Ave, and Part Vacated Niagara Ave, Wisconsin Ave, New York Ave, Center Ave, Pennsylvania Ave adjacent; Also, Lot 4 and part of lots 2 & 3 of Block 114, all in Kiwanis Park, Sheboygan County, Wisconsin.

### EASEMENT AREA:

A 10' x 10' Utility Easement located in part of Lot 6 of Block 142 of the Original Plat of the City of Sheboygan, and in part of Government Lot 3 of Section 22, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, more particularly described as follows:

Commencing at the Center Quarter Corner of said Section 22;

Thence South 89 degrees 32 minutes 40 seconds East along the North Line of the Southeast Quarter of said Section 22, a distance of 415.15 feet;

Thence South 00 degrees 01 minutes 09 seconds West along the West Right-of-Way (ROW) Line of North 17<sup>th</sup> Street, a distance of 821.09 feet;

Thence North 90 degrees 00 minutes 00 seconds East, a distance of 80.00 feet to the East ROW of North 17<sup>th</sup> Street and the Point of Beginning;

Thence South 89 degrees 58 minutes 51 seconds East perpendicular to said East ROW Line, a distance of 10.00 feet;

Thence South 00 degrees 01 minutes 09 seconds West parallel to said East ROW Line, a distance of 10.00 feet;

Thence North 89 degrees 58 minutes 51 seconds West perpendicular to said East ROW Line, a distance of 10.00 feet;

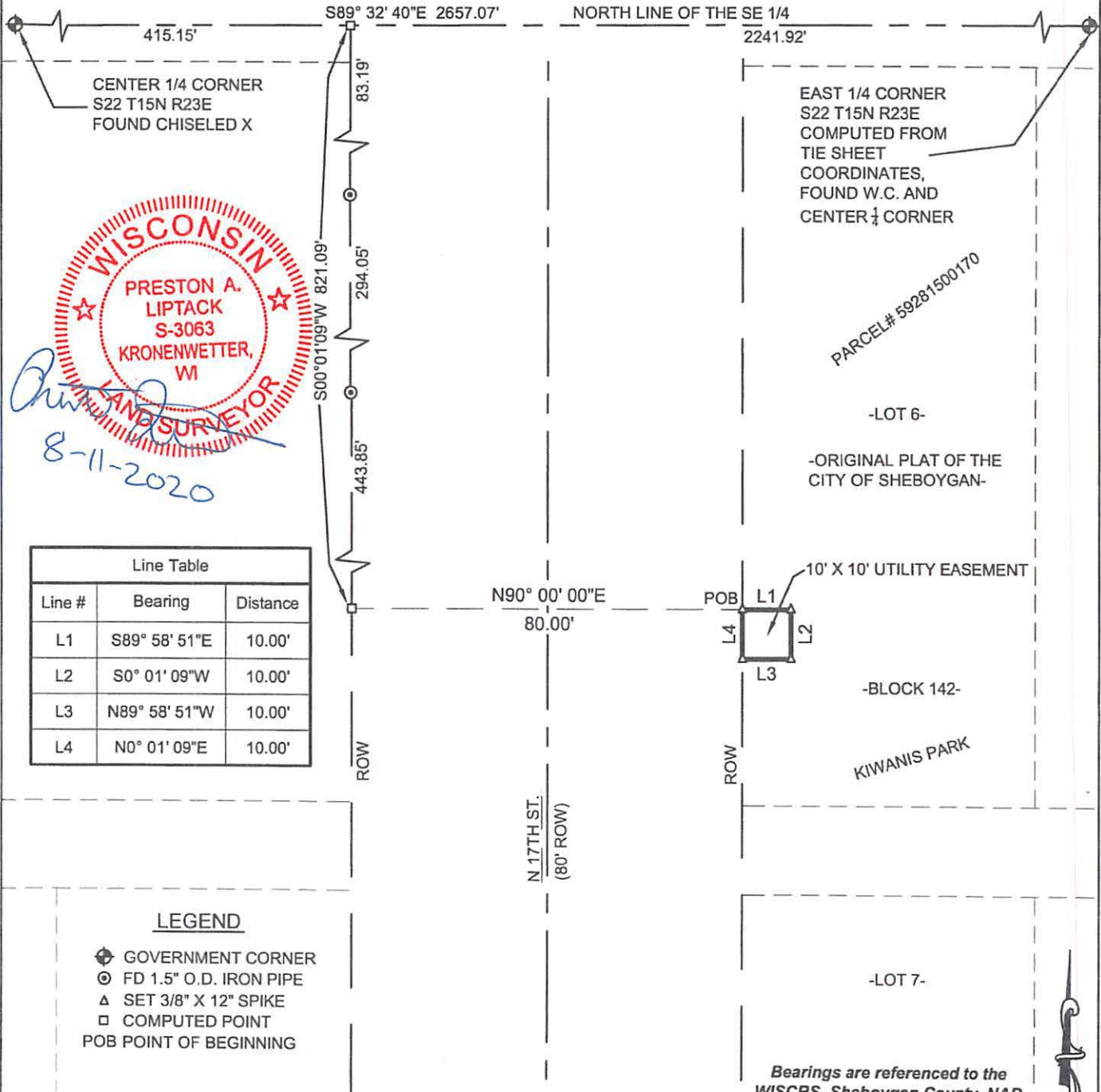
Thence North 00 degrees 01 minutes 09 seconds East along said East ROW Line, a distance of 10.00 feet to the Point of Beginning.

### PROPERTY LOCATED IN:

Section 22, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin and being identified as Tax Parcel 5928150170

# EXHIBIT "B"

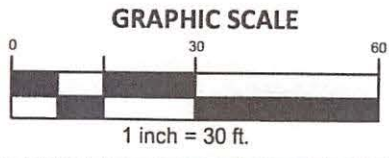
LOCATED IN PART OF LOT 6 OF BLOCK 142 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, AND PART OF GOVERNMENT LOT 3 OF SECTION 22, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN



Line Table		
Line #	Bearing	Distance
L1	S89° 58' 51"E	10.00'
L2	S0° 01' 09"W	10.00'
L3	N89° 58' 51"W	10.00'
L4	N0° 01' 09"E	10.00'

- LEGEND**
- ⊕ GOVERNMENT CORNER
  - ⊙ FD 1.5" O.D. IRON PIPE
  - △ SET 3/8" X 12" SPIKE
  - COMPUTED POINT
  - POB POINT OF BEGINNING

Bearings are referenced to the WISCRS, Sheboygan County, NAD 83 (2011) and referenced to the North Line of the Southeast Quarter of S22, T15N, R23E measured as S89° 32' 40"E



**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

---

**ITEM DESCRIPTION:** Resolution authorizing the appropriate City officials to execute a 10' x 10' Underground Electric Easement for Wisconsin Power and Light Company at Kiwanis Park (No. 59281500170).

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

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**REPORT DATE:** October 22, 2020

**MEETING DATE:** October 27, 2020

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**FISCAL SUMMARY:**

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

**STATUTORY REFERENCE:**

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

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**BACKGROUND / ANALYSIS:** The Wisconsin Power and Light Company have requested a 10' x 10' Underground Electric Easement so they can more efficiently serve the Kiwanis Park neighborhood area.

**STAFF COMMENTS:** The Department of Public Works reviewed this proposal and has no issues with the proposed easement.

**ACTION REQUESTED:** Motion to recommend the Common Council adopt Res. No. 109-20-21 authorizing the appropriate City officials to execute a 10' x 10' Underground Electric Easement for Wisconsin Power and Light Company at Kiwanis Park (No. 59281500170).

**ATTACHMENTS:**

- I. Res. No. 109-20-21
- II. Proposed Easement

III

4.7

Res. No. 110 - 20 - 21. By Alderpersons Dekker and Sorenson.  
October 19, 2020.

A RESOLUTION authorizing the appropriate City officials to execute Supplemental Amendment No. 2 to Department of the Army Lease No. DACW35-1-03-3001, which authorized public park and recreational improvements on certain federal property along Lake Michigan near the Sheboygan River.

WHEREAS, in March 2003, the Secretary of the Army and the City of Sheboygan entered into Department of the Army Lease No. DACW35-1-03-3001 (the "Original Lease"); and

WHEREAS, the Original Lease allowed the City to use certain federal property along Lake Michigan near the Sheboygan River - referred to in the Original Lease as the Sheboygan Harbor and River Federal Navigation Project - for park and recreational activities; and

WHEREAS, due to a reorganization of the U.S. Army Corps of Engineers, certain technical amendments to the Original Lease, which are shown in the attached Supplemental Agreement No. 2 to Department of the Army Lease No. DACW35-1-03-3001, are appropriate.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor is hereby authorized to execute Supplemental Amendment No. 2 to Department of the Army Lease No. DACW35-1-03-3001, with City Clerk Meredith DeBruin executing the Certificate of Authority.

AS

*Dan Dekker*  
*Meredith DeBruin*

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

**NOTE: The CERTIFICATE OF AUTHORITY must be executed by an individual other than by the person who signed the agreement. The individual must certify that the official who signed the agreement was authorized to act in that capacity.**

## CERTIFICATE OF AUTHORITY

I, \_\_\_\_\_, do hereby certify that I am the  
(someone other than the person signing the agreement)

\_\_\_\_\_ for the City of  
(my position of responsibility within the organization)

Sheboygan, Wisconsin (Lessee) and that

\_\_\_\_\_, who signed the agreement

on behalf of the Lessee was at the time of

signature its \_\_\_\_\_, and that person  
(position held)

who executed the agreement on behalf of the Lessee acted within his/her  
statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification

this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Signature)

**DEPARTMENT OF THE ARMY  
CHICAGO DISTRICT, CORPS OF ENGINEERS  
SUPPLEMENTAL AGREEMENT NO. 2  
TO DEPARTMENT OF THE ARMY  
LEASE NO. DACW35-1-03-3001**

THIS SUPPLEMENTAL AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the **CITY OF SHEBOYGAN, WISCONSIN** hereinafter called the Lessee, and the **SECRETARY OF THE ARMY**, hereinafter called the Government.

WITNESSETH:

WHEREAS, the parties hereto entered into Department of the Army Lease No. DACW35-1-03-3001, executed on 20 March 2003, which authorized public park and recreational improvements at the Sheboygan Harbor Federal Navigation Project, Wisconsin, as more accurately described in the original lease; and,

WHEREAS, Supplemental Agreement No. 1, executed on 13 May 2003, modified certain terms and conditions of the lease; and,

WHEREAS, this Federal Navigation Project has been transferred from the U.S. Army Corps of Engineers' Detroit District to the Chicago District; and,

WHEREAS, administrative changes were necessary to update the lease document.

NOW, THEREFORE, effective immediately, the lease is modified in the following particulars, but in no others:

All references to the "Detroit District" in the original lease be revised to read "Chicago District."

Condition No. 3 (“Notices”) is **REPLACED** in its entirety, hereto and made part of the lease:

“3. All notices and correspondence to be given pursuant to this lease shall be addressed, if to the Lessee, to the:

City of Sheboygan  
Department of Public Works  
2026 New Jersey Avenue  
Sheboygan, Wisconsin 53081

and if to the United States, to the:

U.S. Army Engineer District, Detroit  
Attn: Chief, Real Estate Office  
477 Michigan Avenue  
Detroit, Michigan 48226

or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.”

Conditions No. 36c4, 36d, and 36i (“Special Provisions”) are modified by **REPLACING** all references to the point of contact for coordination and data submittal to the following: U.S. Army Corps of Engineers, Operations Manager, Wisconsin Project Office. The current Operations Manager is Mr. Robert Stanick, and he can be reached by e-mail at [Robert.L.Stanick@usace.army.mil](mailto:Robert.L.Stanick@usace.army.mil) or by phone at (920) 380-7102.

EXCEPT AS MODIFIED ABOVE, all other terms and conditions of the lease, remain in full force and effect.

WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement No. 2 on the date first above written.

**CITY OF SHEBOYGAN, WISCONSIN**

\_\_\_\_\_ (signature)

\_\_\_\_\_ (printed name)

\_\_\_\_\_ (title)

\_\_\_\_\_ (date)

**BY AUTHORITY OF THE  
SECRETARY OF THE ARMY**

\_\_\_\_\_  
Michael B. Rohde  
Acting Chief, Real Estate Office  
Real Estate Contracting Officer

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

---

**ITEM DESCRIPTION:** Resolution authorizing the appropriate City officials to execute Supplemental Amendment No. 2 to Department of the Army Lease No. DACW35-1-03-3001, which authorized public park and recreational improvements on certain federal property along Lake Michigan near the Sheboygan River.

---

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

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**REPORT DATE:** October 22, 2020

**MEETING DATE:** October 27, 2020

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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 Army Corps of Engineers is responsible for the South Breakwater structure in the Sheboygan Harbor. The Army Corps of Engineers in 2019 awarded Michels Corporation the construction contract for the first phase of the South Breakwater structure reconstruction. Recently the Army Corps of Engineers awarded the Michels Corporation the Second Phase of the South Breakwater structure reconstruction. As a result of the Army Corps of Engineers awarding this second phase construction contract, they are requesting an extension of the access agreement with the City of Sheboygan for staging of equipment and construction materials needed in the repair.

**STAFF COMMENTS:** The access will be at the end of South Pier Drive and the parking turn-around grass area immediately east of this area. This revision is extending the dates of the prior agreement.

**ACTION REQUESTED:** Motion to recommend the Common Council adopt Res. No. 110-20-21 authorizing the appropriate City officials to execute Supplemental Amendment No. 2 to Department of the Army Lease No. DACW35-1-03-3001, which authorized public park and recreational improvements on certain federal property along Lake Michigan near the Sheboygan River.

**ATTACHMENTS:**

- I. Res. No. 110-20-21
- II. Department of the Army Right-of-Entry for Construction

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

---

**ITEM DESCRIPTION:** Resolution authorizing the appropriate City Officials to enter into a contract with Foth Infrastructure and Environment, LLC for services related to the South Side Sanitary Sewer Study.

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

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**REPORT DATE:** October 22, 2020

**MEETING DATE:** October 27, 2020

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**FISCAL SUMMARY:**

Budget Line Item: 60138300-521150  
Budget Summary:  
Budget Expenditure: \$50,000  
Budgeted Revenue: N/A

**STATUTORY REFERENCE:**

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

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**BACKGROUND / ANALYSIS:** As part of the SouthPointe Enterprise Campus development, the sanitary sewers were evaluated to determine future capacity. Since much of this area was originally Town of Wilson several of the sanitary sewer systems will need improvements. Foth Infrastructure and Environment, LLC has been analyzing the existing South Side Sanitary Interceptor Sewer which was installed in 1936 and is located along the City's south shoreline. The proposed study listed above will be an extension of this analysis. This study will give City staff a complete evaluation with recommended improvements.

**STAFF COMMENTS:** As mentioned above, Foth is currently analyzing the existing South Side Sanitary Interceptor Sewer along the City's south shoreline, and this will be an extension of this analysis and will determine required future improvements.

**ACTION REQUESTED:** Motion to recommend the Common Council adopt Res. No. 111-20-21 authorizing the appropriate City Officials to enter into a contract with Foth Infrastructure and Environment, LLC for services related to the South Side Sanitary Sewer Study.

**ATTACHMENTS:**

- I. Res. No. 111-20-21
- II. Agreement between Client and Foth Infrastructure and Environment, LLC.

III

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Res. No. III - 20 - 21. By Alderpersons Dekker and Sorenson.  
October 19, 2020.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Foth Infrastructure and Environment, LLC for services related to the South Side Sanitary Sewer Study.

RESOLVED: That the appropriate City officials are hereby authorized to enter into a contract with Foth Infrastructure and Environment, LLC in substantially similar form to that attached, for services related to the South Side Sanitary Sewer Study.

BE IT FURTHER RESOLVED: That consistent with the spending authority previously delegated to Staff, the appropriate City officials may - subject to the availability of funds - draw funds not to exceed \$50,000 in total from Account # 60138300-521150 in payment of this Agreement with Foth Infrastructure and Environment, LLC and any other agreement with Foth Infrastructure and Environment related to the South Side Sanitary Sewer Study.

BE IT FURTHER RESOLVED: That the director of public works or the director's designee is appointed as the City's Authorized Representative pursuant to Section 2.2 of the contract with Foth Infrastructure and Environment, LLC.

PW

*Dean Dekker*  
*Ben 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 FOR SERVICES**

**Project Title**  
(the "Project"): Southside Sanitary Sewer Study Review Phase 2-Alliant Alt.

**FOTH Project Number:** \_\_\_\_\_

**CLIENT Project Number:** \_\_\_\_\_  
(If applicable)

This Agreement for Services (hereinafter "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_, by and between **FOTH INFRASTRUCTURE & ENVIRONMENT, LLC**, (hereinafter "Consultant") and City of Sheboygan, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

**CLIENT:** City of Sheboygan

**Address:** Department of Public Works, 2026 New Jersey Avenue, Sheboygan WI 53081-4714

**Phone No:** 920-459-3440 **Email Address:** Ryan.Sazama@sheboyganwi.gov

**Scope of Services:**

Client hereby agrees to retain Consultant to perform the following Services for the review of the Alliant route to verify that it is a viable alternative to the Weeden Creek Parkway route as previously studied in the March 2019 Draft of the South Side Sanitary Sewer Study performed by a separate consultant. The following is a summary of scope items for this refined Phase 2 analysis:

- Project Management
- Floodplain Identification
- Wetland Mapping Review
- Soils Mapping Review
- Field Review
- Route Plan and Profiles Using LIDAR
- GIS Exhibit
- Construction Cost Estimate
- Final Tech Memo Preparation

Phase		Estimated Fee
1	Existing Report Review & Field Review of Existing Pump Station & Confirm Existing Report Capacity Calculations and Recommendations & On-site Meeting & Technical Summary Memo	Completed
2	<b>Prepare Alliant Alternated Feasibility and Cost Estimate</b>	<b>\$11,000 - \$12,800</b>
3	Final Facility Plan for Regional Planning	T.B.D. *
4	Commission & WDNR Submittal (Future Option) Prepare Project Bidding Document for Final Design Needs	T.B.D. *
<b>Total Estimated Engineering Fee Range</b> (Other phases (*) would be added as requested, as approved.)		<b>\$11,000 - \$12,800</b>

**Schedule:** Services shall be performed according to the following anticipated schedule:

Phase	Duration	Time Frame
Draft Study Review Phase	2 Months	Completed
Alliant Alternative Feasibility	2 Months	September – October 2020
Facility Plan Phase (Future Option)	6 Months	January 2021 – June 2021
Survey and Final Design Phase (Future Option)	8-10 Months	July – December 2021
Bidding (Future Option)	1 Month	January 2022
Construction (Future Option)	22 Months	February 2022-October 2023

**Compensation:** In consideration of these Services, the Client agrees to pay Consultant compensation as follows:

Lump-Sum in the amount of \$ \_\_\_\_\_ .00

Unit Cost/Time Charges (Standard Rates)

Other as stated here: Per standard 2020 hourly rates summarized above in the scope phase estimated fee ranges and described in the above.

**Special Conditions (if any):** \_\_\_\_\_


The attached Agreement for Services Standard Terms and Conditions is made a part hereof and incorporated into this Agreement.

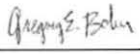
IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

**CLIENT**

Signed: \_\_\_\_\_  
Name (printed): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CONSULTANT**

Signed:   
Name (printed): Thomas J. Ludwig  
Title: State Operations Director  
Date: August 14, 2020

Signed:   
Name (printed): Gregory E. Bolin  
Title: Senior Project Manager  
Date: August 14, 2020

**AGREEMENT FOR SERVICES  
STANDARD TERMS AND CONDITIONS**

**1.0 Commencement of Services** - The Services will commence consistent with the schedule referenced herein or as otherwise agreed to by the parties, upon receipt of this signed Agreement. If after commencement of the Services, the Project is delayed for any reason beyond the control of Consultant for more than sixty (60) days, the terms and conditions contained herein are subject to revision by Consultant.

**1.1 Standard of Care** - The standard of care for any professional Services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no other warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by Consultant. Subject to the standard of care, Consultant and its sub-consultants may use and rely upon data, reports, design elements and information ordinarily or customarily furnished by others, including, but not limited to Client, Client's other contractors or consultants, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Consultant shall not be required to sign any document, no matter by whom requested, that would result in the Consultant having to certify, guarantee, or warrant the existence of conditions whose existence the Consultant cannot ascertain.

**1.2 Compliance with Laws** - In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state, and local statutes, ordinances, plans, and regulations.

**2.0 Client Responsibilities** - Client shall provide, at Client's expense, all criteria, design, and construction standards including full information as to Client's requirements for the Project, including all document specifications. The provision or production of such data or information is not included in the Services, except where explicitly referenced in the Scope of Services. As stated in Section 1.1, Consultant shall be entitled to rely upon such data and information in the performance of the Services and shall not be liable for any incorrect advice, judgment or decision based on any inaccurate information furnished by Client, Client's agents or Client's other consultants. Such data and information shall include but not be limited to the following:

- a. If not included in the Scope of Services, a complete survey of the Project site which shall include but not be limited to easements, right-of-way, encroachments, zoning and deed restrictions, subterranean structures or utilities, existing buildings and improvements.
- b. If not included in the Scope of Services, soils data, laboratory tests, reports and inspections of samples, materials or other items, with appropriate professional interpretations.
- c. Legal counseling services necessary for the Project including legal review of the construction contract documents.
- d. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
- e. If not included in the Scope of Services, permits and approvals from any authorities having jurisdiction over the Project.

**2.1 Right of Entry** - Client shall provide for entry for the employees, agents and subcontractors of Consultant and for all necessary equipment.

**2.2 Client Authorized Representative** - Client shall designate a person authorized to act as Client's representative. Client or his representative shall receive and examine documents submitted by Consultant and shall be empowered to interpret and define Client's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of Consultant's Services. Client shall give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project, Services or other event which may substantially affect Consultant's performance of Services under this Agreement.

**3.0 Fees and Payment**

**3.1 Invoice Payment Due** - Client shall compensate Consultant for Services and expenses rendered under this Agreement. Consultant's fee for Services will be based on Consultant's rates currently in effect at the time the Services are done; lump sum or other schedules as identified under the Compensation section. Rates of Consultant are subject to annual revision. Payment shall be due within thirty (30) days after the date of invoice describing the Services performed and expenses incurred during the preceding invoice period.

**3.2 Failure to Pay.** Client agrees that timely payment is a material term of this Agreement and that failure to make timely payment as agreed constitutes a breach hereof. In the event payment for Services rendered has not been made within thirty (30) days from the date of invoice, Consultant may, after giving seven (7) days' written notice to Client and without penalty or liability of any nature, and without waiving any claim against Client, suspend all work on all Services as set forth herein. Upon receipt of payment in full for Services rendered, plus interest charges, Consultant will continue with Services. Payment of all compensation due Consultant pursuant to this Agreement shall be a condition precedent to Client using any of Consultant's work product and/or deliverables under this Agreement.

**3.3 Interest on Late Payments** - In order to defray carrying charges resulting from delayed payments, simple interest at the maximum rate allowed by law will be added to the unpaid balance of each invoice. The interest period shall commence thirty (30) days after the date of the original invoice and shall terminate upon date of payment. Payments will be first credited to interest and then to principal.

**4.0 Insurance/Limitation of Consultant's Liability** - Consultant will maintain the following insurance coverages:

- a. Worker's compensation insurance pursuant to state law.
- b. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- c. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of Consultant or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- d. Professional liability insurance, if applicable, of \$1,000,000 per claim and in the aggregate.

**4.1 Liability Limits** - Notwithstanding any provision in this Agreement to the contrary, Client and Consultant each agree not to assert against the other any claim, demand or suit for consequential, incidental, indirect or special damages arising from any aspect of the performance or nonperformance of the other party or any third-party engaged by such other party under this Agreement, and each party hereto waives any such claim, demand or suit against the other in connection with this Agreement.

**4.2 Waiver of Subrogation** - Both parties hereby waive, and shall cause their respective insurers to waive, all rights of subrogation against the other party, their employees, officers, directors, shareholders, agents, or sub-consultants for damages caused by risks covered by insurance, except such rights as they may have to the proceeds of the insurance.

**5.0 Indemnification** - Consultant, to the fullest extent permitted by law, shall indemnify and defend Client and any of Client officers, directors, employees and agents from and against claims, losses, damages, and liabilities, including legal fees and expenses, for third party claims of bodily injury, sickness, or death, and property damage or destruction to the extent caused by the negligent acts or omissions of Consultant or Consultant's separate contractors or anyone for whose acts any of them may be liable.

**6.0 Hazardous Materials** - Client hereby understands and agrees that Consultant has not created nor contributed to the creation or existence of any types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution ("Hazardous Materials"), whether latent or patent, at Client's premises, or in connection with or related to the Project with respect to which Consultant has been retained to provide Services. Therefore, to the fullest extent permitted by law, except for Hazardous Materials introduced onto the site by Consultant and not required or permitted in the performance of Consultant's Services, Client agrees to indemnify, and hold Consultant, its officers, directors, shareholders, employees, and Consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, consequential or otherwise, including, but not limited to, attorney fees and court costs, arising out of, or resulting from the discharge, escape or release, of Hazardous Materials. Nothing contained within this Agreement shall be construed or interpreted as requiring Consultant to assume the status of a generator, transporter, or owner or operator of a treatment, storage or disposal facility, as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 *et seq.*, as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

**7.0 Design Without Construction Phase Services** - Notwithstanding any provisions in this Agreement to the contrary, if this Project involves construction and Consultant is not retained to provide construction phase services including, but not limited to, observation, site visits, shop drawing review, and design clarifications, Client agrees that Consultant shall be responsible only for those construction phase services expressly required in Consultants Scope of Services. With the exception of such expressly required Services, Consultant shall have no design, shop drawing review, or other obligations during construction, and Client assumes all responsibility for construction phase services. Client waives all claims against the Consultant that may be

connected in any way to construction phase services except for those Services that are expressly required in Consultants Scope of Services.

**8.0 Documents- Ownership of Work Product and Proprietary Information** - The deliverables prepared under this Agreement shall become the property of the Client only upon completion of the invoiced Services and payment in full of all monies due to Consultant on such invoice. In the event Client reuses or makes any modifications to the deliverables without prior written authorization of Consultant, the Client agrees, to the fullest extent permitted by law, to indemnify and hold Consultant, its consultants, agents, officers, directors, shareholders and employees harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modifications of Consultant's Services, work product, and/or deliverables by the Client or any person or entity that acquires or obtains the such work product and/or deliverables from or through the Client without the written authorization of Consultant.

Notwithstanding the foregoing Consultant's liability to Client for any computer programs, software products, or related data furnished hereunder is limited solely to the correction of residual errors, minor maintenance, or update(s) as agreed. CONSULTANT MAKES NO WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, or against infringement, with respect to computer programs, software products, related data, technical information, or technical assistance provided by Consultant under this agreement. The Consultant will take reasonable precautions to prevent the transmission of any virus, or other contamination with the exchange of electronic media, but Consultant makes no assurances that those precautions are adequate to assure a contamination free transmission.

Consultant retains title and interest in all of its standard details, plans, specifications, methodologies, tools, and computation documents, whether in written or electronic form, which have been incorporated into the documents and instruments of service, but which were developed by Consultant independent of this Agreement.

**9.0 Injury to Workers on Project** Consultant has no responsibility for site safety or for the means and methods employed by Client's construction contractor(s). Client agrees that Consultant will be named as an additional insured on construction contractor's insurance policy for Commercial General Liability and Builders All Risk Liability, and Client agrees to insert into all contracts for construction between Client and construction contractor(s) arising out of these Services a provision requiring the construction contractor(s) to defend, indemnify, and hold harmless both Client and Consultant from any and all actions arising out of the construction Project, including, but not limited to, injury to or death of any worker on the job site, not caused by the sole negligence of Client or Consultant,. Client will be responsible for any damages caused by Client's failure to comply with the above requirements.

**10.0 Probable Construction Costs Opinions** - Any opinion of the construction cost prepared by Consultant represents his judgment and is supplied for the general guidance of the Client. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee that bids or actual construction costs to the Client will not vary from Consultant's opinions of probable cost. If the Client desires greater assurance as to construction costs, Client shall employ an independent cost estimator.

**11.0 Site Visits** - Visits to the construction site and observations made by Consultant as part of Services during construction under this Agreement shall not make Consultant responsible for the obligation to conduct, comprehensive monitoring of the work of the contractor(s) sufficient to ensure conformance with the intent of the construction contract documents, and shall not make Consultant responsible for, nor relieve the construction contractor(s) of the full responsibility for, constructions means, methods, techniques, sequences, and procedures necessary for coordinating and completing portions of the contractor(s) work under the construction contract documents, and for all safety precautions incidental thereto. Such visits by Consultant are not to be construed as part of the observation duties of the on-site observation personnel defined below.

**12.0 On-Site Observation** - When Consultant provides on-site observation personnel as part of Services during construction under this Agreement, the on-site observation personnel will make reasonable efforts to advise Client of observed defects and deficiencies in the work of the contractor(s), and to help determine if the provisions of the construction contract documents are being fulfilled. Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of any construction work and Consultant's obligations are limited to becoming generally familiar with the progress of the construction. Consultant's observation will not cause Consultant to be responsible for those duties and responsibilities which belong to the construction contractor(s), including, but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the construction contract documents.

**13.0 Termination or Abandonment** - If any portion of the Services or Project is terminated or abandoned by Client, the provisions of these Terms and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the Project, the fee for Services performed during such phase shall be based on Consultant's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse Consultant for termination costs.

This Agreement may be terminated by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten calendar days written notice of intent to terminate and an opportunity for correcting the default (plus such additional time as is reasonably necessary to correct the default, other than any payment default) and for consultation with the terminating party before termination. Consultant shall be paid for Services performed to the termination date including reimbursable expenses due plus termination expenses.

**13.1 Insufficient Funding Termination** - If funds for the continued fulfillment of this Agreement are at any time not forthcoming or are insufficient, through failure of any entity, including the Client itself, to appropriate funds or otherwise, then the Client shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding. Client will provide at least thirty (30) days written notice of such termination. Client will ensure reasonable efforts to ensure appropriated funds are available.

**14.0 Jurisdiction** - This Agreement shall be governed by the laws of the State of the Project .

**14.1 Notices** - Any notice required by this Agreement shall be made in writing to the individuals and addresses specified below:

- i. City of Sheboygan: City Clerk, City of Sheboygan, 828 Center Ave., Sheboygan, WI 53083
- ii. Foth Infrastructure & Environment, LLC : 2121 Innovation Ct., Suite 300, De Pere, WI 54115 Attn: Chief Risk Officer
- iii. Nothing in this Section shall be construed as limiting or prohibiting communication between the parties in the ordinary course of the Agreement.

**15.0 Dispute Resolution** - The parties will use good faith efforts to resolve any dispute, controversy or claim arising out of or relating to this Agreement or the relationship between the parties (a "Dispute") through negotiation. To invoke the dispute resolution procedures in this section, one party must give the other party a written notice of its intent to negotiate. The notice will include a detailed description of the Dispute and a proposed resolution. Within five (5) business days after delivery of the notice, each party will designate a senior executive with authority to resolve the Dispute. The designated executives will engage in discussions in an effort to resolve the Dispute. If the designated executives do not agree on a resolution within twenty (20) days after the dispute notice has been delivered, the parties may agree to submit the Dispute to non-binding mediation by any mutually agreed-upon mediator, rules and location. Any mediation fees and expenses will be allocated and paid by the parties equally. If the parties do not reach a resolution through negotiation or mediation, either party may pursue all remedies available under this Agreement, at law or in equity in a court of competent jurisdiction. Each party hereby irrevocably waives its rights to trial by jury in any Dispute or proceeding arising out of this agreement or the transactions relating to its subject matter.

**15.1 Open Records** - Both parties understand that the Client is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Consultant acknowledges that it is obligated to assist the Client in retaining and producing records that are subject to the Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Consultant must defend and hold the Client harmless from liability under that law resulting from Consultant's action or inaction with respect to public records in its sole control. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under this Agreement.

**16.0 Waiver** - Consultant's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

**17.0 Successors and Assigns** - All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

**18.0 Severability** - If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

**19.0 Force Majeure** - Neither party to this Agreement will be liable to the other party for delays in performing the Services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure. Consultant's schedule and compensation under this Agreement will be equitably adjusted in the event of any such delay.

**20.0 Entire Agreement** - This Agreement, and its attachments, constitutes the entire understanding between Client and Consultant relating to Services to be provided by Consultant and, excepting only confidentiality agreements between the parties pertaining to the Project, supersede any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein. Subsequent modifications or amendments to this Agreement must be in writing and signed by the parties to this Agreement. The foregoing notwithstanding, if the Client, its officers, agents, or employees request Consultant to perform extra work or Services pursuant to this Agreement, Client will pay for the additional Services even though an additional written Agreement is not issued or signed. The obligations of Consultant under this Agreement shall survive in accordance with applicable State statutes.



**GENERAL NOTES:**

- PLANS ARE INTENDED TO BE PRINTED IN COLOR DUE TO PHOTOS FOR A BASEMAP AND TO DIFFERENTIAL BETWEEN EXISTING AND PROPOSED CONTROLS.
- THE HORIZONTAL DATUM USED FOR THIS PROJECT IS BASED ON THE WISCONSIN COUNTY COORDINATE SYSTEM, SHEBOYGAN COUNTY COORDINATES (NAD83 (1991)). THE VERTICAL DATUM USED IS BASED ON THE CITY OF SHEBOYGAN DATUM.
- HORIZONTAL AND VERTICAL CONTROL POINTS ARE BASED ON THE ABOVE DATUMS AND ARE SHOWN ON THE DRAWINGS.
- THE LOCATION OF IMPROVEMENTS HAS BEEN INDICATED WITH THE USE OF STATIONING ALONG A LINE WHICH CAN BE LOCATED WITH THE USE OF COORDINATES AS INDICATED ON THE DRAWINGS. OTHER DIMENSIONS ARE SHOWN ON THE DRAWINGS TO AID THE CONTRACTOR AND REVIEW AGENCIES WITH A DETERMINATION OF THE APPROXIMATE FIELD LOCATION REFERENCED FROM NEARBY SITE OBJECTS. COORDINATE VALUES AND STATIONING SUPERCEDE DIMENSIONAL REFERENCES IN CASE OF CONFLICTS.
- DIMENSIONS OR COORDINATES TAKE PRECEDENCE OVER SCALE. CONTRACTORS TO VERIFY ALL DIMENSIONS AND COORDINATES IN THE FIELD FOR PROPER FIT AND ALIGNMENT.
- WHEN COORDINATES ARE USED, THE COORDINATE REFERENCE IS AT THE INTERSECTION OF LINES, AT THE CENTER OF CIRCULAR STRUCTURES, AT THE PIPE CENTERLINE, AND CORNERS OF RECTANGULAR STRUCTURES UNLESS NOTED OTHERWISE.
- THE CONTRACTOR SHALL CONTACT DIGGER'S HOTLINE AT 1-800-242-8511, 811, or www.diggershotline.com A MINIMUM OF 72 HOURS PRIOR TO PERFORMING ANY EARTH MOVING OR EXCAVATION ACTIVITIES. THE CONTRACTOR SHALL ALSO CONTACT ANY OTHER UTILITIES WHICH MAY BE PRESENT WHICH ARE NOT PART OF THE ONE CALL SYSTEM.
- EXISTING BURIED UTILITIES SHOWN IN PLAN AND PROFILE ARE INDICATED IN ACCORDANCE WITH THE AVAILABLE RECORDS AND FIELD INFORMATION AVAILABLE TO THE ENGINEER. OTHER UTILITIES MAY ALSO BE PRESENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING FROM THE OWNERS OF THE EXISTING UTILITIES THE LOCATION OF THEIR BURIED FACILITIES. ANY UTILITIES DAMAGED OR DESTROYED BY THE CONTRACTOR'S OPERATIONS WHETHER SHOWN ON THE DRAWINGS OR NOT, SHALL BE REPLACED OR REPAIRED TO THE UTILITY'S SATISFACTION AT NO COST TO THE OWNER.
- ALL HOLES OR OPENINGS BELOW SUBGRADE RESULTING FROM THE ABANDONMENT OR REMOVAL OF EXISTING STRUCTURES SHALL BE BACK FILLED WITH GRANULAR MATERIAL. PAYMENT FOR GRANULAR BACKFILL SHALL BE INCLUDED IN THE COST FOR REMOVAL OF THE STRUCTURES.
- IF UTILITY FACILITIES OTHER THAN THOSE SHOWN ARE LOCATED, OR IF UTILITIES ARE LOCATED WHICH ARE NOT IN ACCORDANCE WITH THE LOCATION SHOWN ON THE DRAWINGS, THE ENGINEER SHALL BE NOTIFIED TO DETERMINE IF PLAN REVISIONS ARE NEEDED. CONTRACTOR IS REQUIRED TO FIELD LOCATE ALL CROSSING UTILITIES SUFFICIENTLY IN ADVANCE OF CONSTRUCTION ACTIVITIES TO ALLOW ENGINEER TO REVISE LOCATIONS OF NEW FACILITIES TO AVOID CONFLICTS WITHOUT ADDITIONAL COST TO OWNER.
- TRAFFIC CONTROL REQUIREMENTS ARE SPECIFIED IN THE PROJECT MANUAL AND ON THE PLANS. THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS LISTED THEREIN AND SHALL MAINTAIN VEHICULAR ACCESS AT ALL TIMES TO ALL PROPERTY ADJACENT TO THE CONTRACTORS WORK AREAS. THE CONTRACTOR SHALL COMPLY WITH THE CITY OF SHEBOYGAN AND STATE OF WISCONSIN REQUIREMENTS FOR TRAFFIC CONTROL, IN ADDITION TO THE SPECIFICATIONS. THE CONTRACTOR SHALL NOTIFY POLICE AND FIRE DEPARTMENT OFFICIALS OF ALL CLOSED OR BLOCKED STREETS AND ALLEYS.
- ACCESS CONSTRAINTS TO BE PLACED ON THE CONTRACTOR FOR THE PROJECT ARE PROVIDED IN THE PROJECT MANUAL.
- THE CONTRACTOR SHALL CONFINE CONSTRUCTION ACTIVITIES TO EXISTING RIGHT-OF-WAYS AND EASEMENTS SHOWN ON THE DRAWINGS. ANY DAMAGE TO PUBLIC OR PRIVATE PROPERTY OUTSIDE OF THESE LIMITS SHALL BE REPAIRED OR REPLACED TO ITS ORIGINAL CONDITION OR BETTER AT NO COST TO THE OWNER.
- THE CONTRACTOR SHALL PROTECT ALL TREES NOT SHOWN FOR REMOVAL FROM DAMAGE AND SHALL REPLACE TREES WHICH ARE DAMAGED SUFFICIENTLY TO ENDANGER THEIR SURVIVAL IN THE ENGINEER'S SOLE OPINION.
- ELEVATIONS CALLED OUT ON THE DRAWINGS ARE TYPICALLY AT THE "INVERT" OR BOTTOM OF PIPES AND STRUCTURES, ALONG THE FLOW LINE IN SWALES, AT THE "RIM" OR TOP (FINISHED GRADE) OF THE FRAME AND COVERS, AND AT THE CENTERLINE OR LANE LINE OF PAVEMENT. OTHER ELEVATIONS ARE SPECIFICALLY NOTED.
- ALL DISTURBED AREAS NOT OTHERWISE SURFACED SHALL BE RESTORED WITH TOPSOIL, FERTILIZER, SEED, AND MULCH OR EROSION MAT.
- WHERE NEW WORK ABUTS EXISTING CURBS, SIDEWALK, DRIVES, OR OTHER PAVEMENTS WHICH ARE TO REMAIN IN PLACE, THE CONTRACTOR SHALL PROVIDE NEAT SAWCUTS, FULL DEPTH AT THE LIMIT OF CONSTRUCTION. PAVEMENT TIES ARE REQUIRED WHERE NEW CONCRETE PAVEMENT OR CURB AND GUTTER WILL ABUT EXISTING CONCRETE PAVEMENT OR CURB AND GUTTER.
- THE CONTRACTOR SHALL PROVIDE SUPPORT AND MAINTAIN SERVICE TO ALL ABOVE AND BELOW GRADE UTILITIES INCLUDING POLES, CABLES, WIRES, WATER, GAS, STORM, AND SANITARY FACILITIES, OR WITH THE WRITTEN CONCURRENCE OF THE UTILITY OWNER, MAY REMOVE, STORE, REINSTALL, AND REPLACE AS NECESSARY. COST FOR SUCH WORK SHALL BE INCIDENTAL TO THE PROJECT.
- CONTRACTOR IS RESPONSIBLE FOR SITE SAFETY DURING CONSTRUCTION OF THE PROJECT.
- PROTECT ALL PROPERTY PINS (REBAR, PIPES, CAPPED PINS, ETC.) WHICH WERE FOUND OR LOCATED ON THE PROJECT SITE WHETHER SHOWN ON THE PLANS OR ENCOUNTERED DURING CONSTRUCTION FROM BEING DAMAGED, DESTROYED, OR MOVED. IF PROPERTY PINS ARE DAMAGED, DESTROYED, OR MOVED, THE CONTRACTOR SHALL REPLACE SUCH BY A WISCONSIN PROFESSIONAL LAND SURVEYOR.
- AS PART OF THE CONTRACTORS RESPONSIBILITIES A DETAILED SET OF RECORD DRAWINGS SHALL BE KEPT TO RECORD CHANGES OR DEVIATIONS FROM THE PLANS AND TO SHOW EXISTING UNDERGROUND UTILITIES OR OTHER FEATURES ENCOUNTERED DURING CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR OBTAINING PERMITS REQUIRED FOR THE PROJECT NOT IDENTIFIED IN THE CONTRACT DOCUMENTS AS OBTAINED BY OWNER, AND PAYING ALL PERMIT COSTS, BONDS, AND OTHER FEES REQUIRED FOR THE WORK.
- PROJECT CONTROL AND BENCHMARK INFORMATION WILL BE PROVIDED AT THE PRECONSTRUCTION MEETING.

**ALLIANT ENERGY**  
 NICK BANKO  
 4421 TOWER DRIVE  
 SHEBOYGAN, WI 53081  
 OFFICE: (920) 459-6350  
 EMAIL: nickbanko@alliantenergy.com

**AT&T**  
 LISA SUPRENAND  
 820 WITZEL AVENUE - FLOOR 1  
 OSHKOSH, WI 54902  
 OFFICE: (920) 929-8459; FAX: (920) 236-4300  
 EMAIL: ad5647@att.com

**CHARTER COMMUNICATIONS**  
 RON MUELLER  
 2312 CONTINENTAL DRIVE  
 WEST BEND, WI 53095  
 CELL: (414) 312-2652  
 FAX: (262) 306-9021  
 EMAIL: ronald.mueller@chartercom.com

**WISCONSIN PUBLIC SERVICE**  
 MIKE LOWTHER  
 933 S. WILDWOOD AVENUE  
 P. O. BOX 329  
 SHEBOYGAN, WI 53082-0329  
 OFFICE: (920) 451-3743; FAX (920) 451-3773  
 EMAIL: mllowther@wisconsinpublicservice.com

**CITY OF SHEBOYGAN ELECTRICAL DEPT.**  
 MIKE WILLMAS  
 2026 NEW JERSEY AVENUE  
 SHEBOYGAN WI 53081  
 OFFICE: (920) 459-3444; FAX: (920) 459-3443  
 STREET LIGHTS AND TRAFFIC SIGNALS  
 EMAIL: michael.willmas@sheboyganwi.gov

**CITY OF SHEBOYGAN ENGINEERING DEPT.**  
 RYAN SAZAMA, P.E., A.I.A.  
 2026 NEW JERSEY AVENUE  
 SHEBOYGAN WI 53081  
 OFFICE: (920) 459-3485; FAX: (920) 459-3443  
 SANITARY SEWER AND STORM SEWER  
 EMAIL: ryan.sazama@sheboyganwi.gov

**CITY OF SHEBOYGAN PARKS DEPT.**  
 JOE KERLIN  
 2026 NEW JERSEY AVENUE  
 SHEBOYGAN WI 53081  
 OFFICE: (920) 459-3459; FAX: (920) 459-3443  
 PARKS AND FORESTRY  
 EMAIL: joe.kerlin@sheboyganwi.gov

**CITY OF SHEBOYGAN WATER UTILITY**  
 DAVE McMILLIAN  
 72 PARK AVENUE  
 SHEBOYGAN WI 53081  
 OFFICE: (920) 459-4635  
 WATER  
 EMAIL: davemcmillian@sheboyganwater.org

**CITY OF SHEBOYGAN POLICE DEPARTMENT**  
 NON-EMERGENCY: (920) 459-3333

**CITY OF SHEBOYGAN FIRE DEPARTMENT**  
 NON-EMERGENCY: (920) 459-3322



Dial **811** or (800)242-8511

www.DiggersHotline.com

**CONVENTIONAL SYMBOLS**

<b>PLAN</b>		<b>UTILITIES</b>	
PROPERTY LINE	---	ELECTRIC	— UE / OE —
EXISTING RIGHT OF WAY	- - - - -	FIBER OPTIC	— UF / OF —
BENCHMARK	⊕	TELEPHONE	— UT / OT —
<b>PROFILE</b>		GAS	— G —
GRADE BREAK	▲	SANITARY SEWER	— SA —
EXISTING GROUND	----- 95.36	STORM SEWER	— ST —
GRADE ELEVATION	—	CABLE	— UC —
		WATER (DISTRIBUTION)	— w —
		WATER (TRANSMISSION)	— RAW —
<b>PROPOSED UTILITIES</b>		ELECTRIC PEDESTAL	⊞
PROPOSED SANITARY / STORM SEWER	●	TELEPHONE PEDESTAL	⊞
PROPOSED STORM INLET	■	CATV PEDESTAL	⊞
		UTILITY POLE	⊞
		UTILITY POLE W/ LIGHT	⊞

Date									
Drawn By									
Revision Description									
Revision Number									

**BUTZEN SPORTS COMPLEX GRADING**

GENERAL NOTES

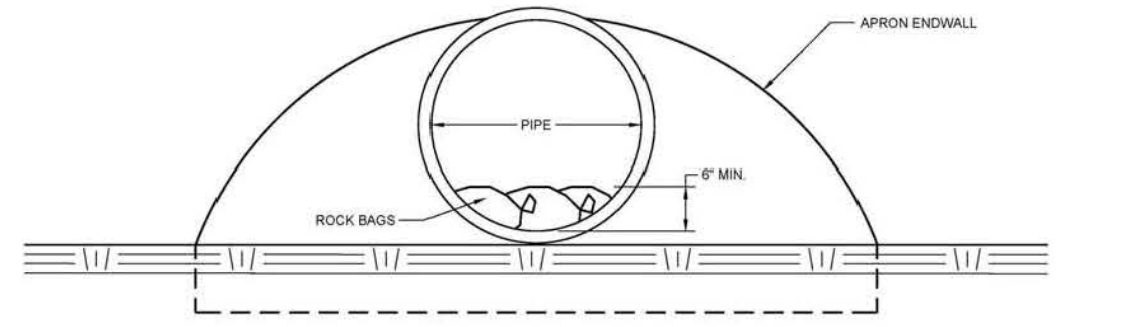
**CITY OF SHEBOYGAN PUBLIC WORKS**

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

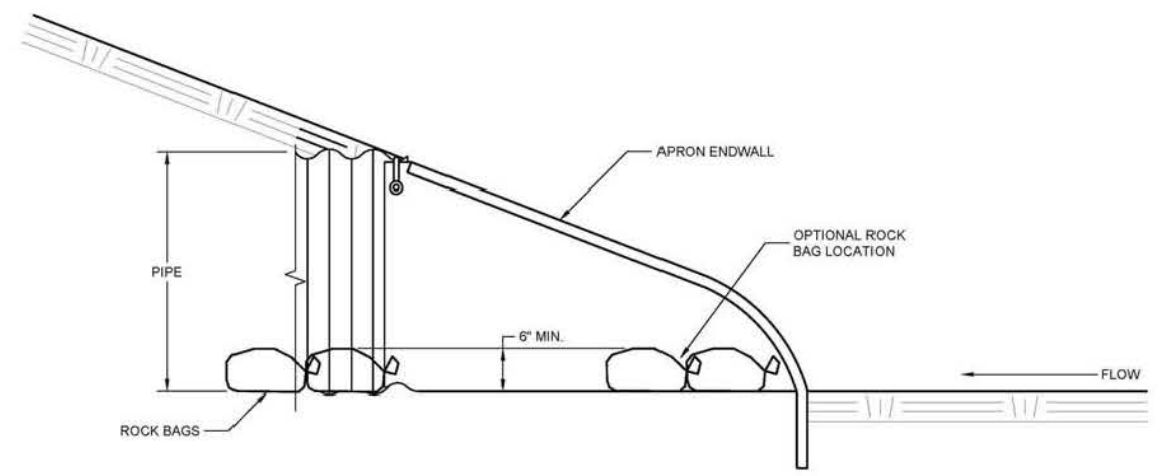
Ryan Sazama, PE - City Engineer

Designed By	TJM
Drawn By	TJM
Checked By	KEJ
Plot Date	9/21/2020
Bid No.	2450-20
Project Date	SEPTEMBER 2020
Sheet No.	2
Drawing No.	001GN





**END VIEW**



**SIDE VIEW**

**CULVERT PIPE CHECK**  
(INSTALL ON INLET END ONLY)

Revision Number	Revision Description	Drawn By	Date

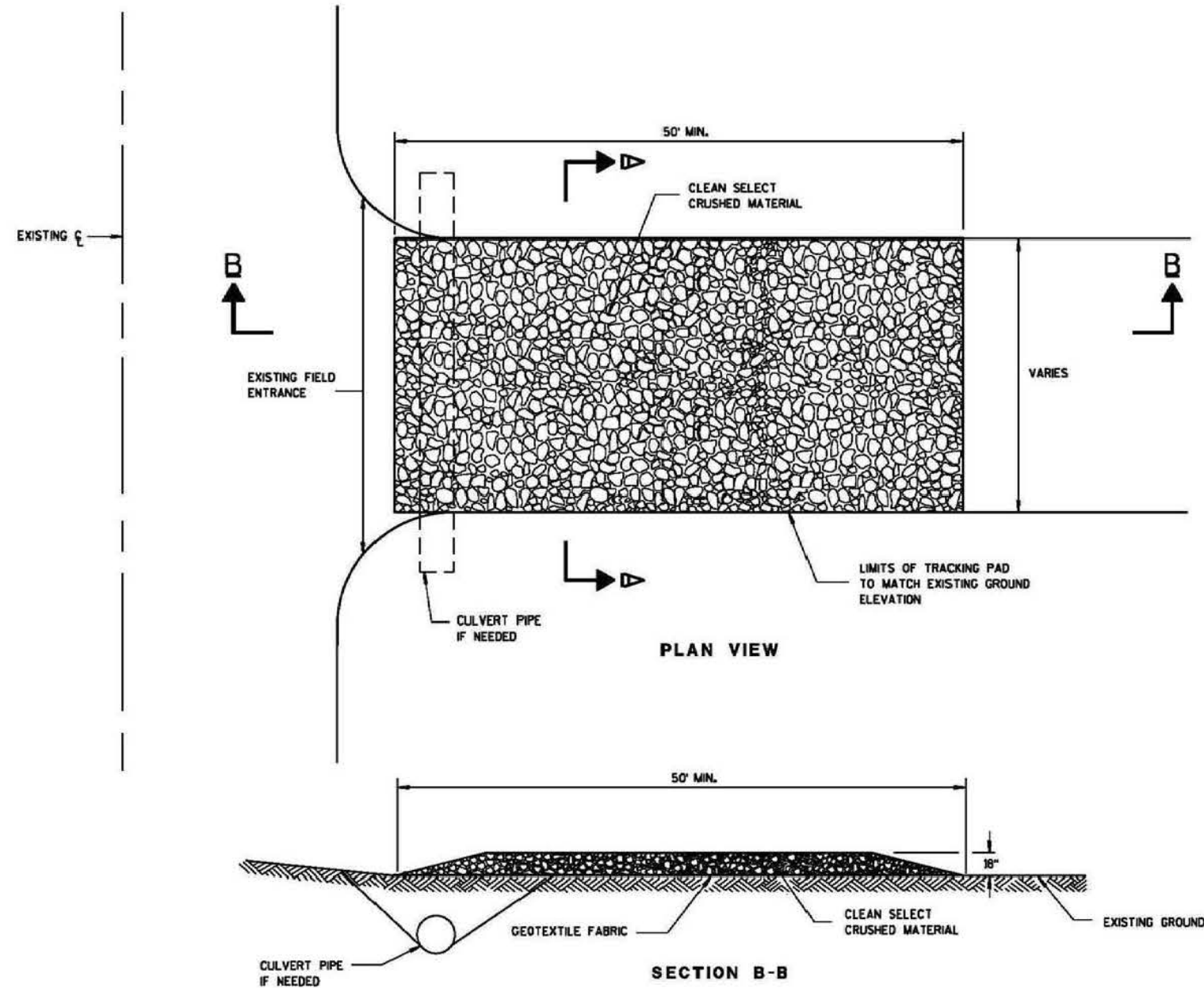
**BUTZEN SPORTS COMPLEX GRADING**  
**CONSTRUCTION DETAILS**

**CITY OF SHEBOYGAN**  
**PUBLIC WORKS**

City of Sheboygan  
Department of Public Works  
Engineering Division  
2026 New Jersey Avenue  
Sheboygan, WI 53081  
Ryan Sazama, PE - City Engineer

Designed By	TJM
Drawn By	TJM
Checked By	KEJ
Plot Date	9/21/2020
Bid No.	2450-20
Project Date	OCTOBER 2020
Sheet No.	4
Drawing No.	040D





**TRACKING PAD**

**GENERAL NOTES**

DETAILS OF CONSTRUCTION, MATERIALS AND WORKMANSHIP NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE STANDARD SPECIFICATIONS AND THE APPLICABLE SPECIAL PROVISIONS.

TRACKING PAD SHALL BE INSPECTED DAILY. DEFICIENT AREAS SHALL BE REPAIRED OR REPLACED IMMEDIATELY.

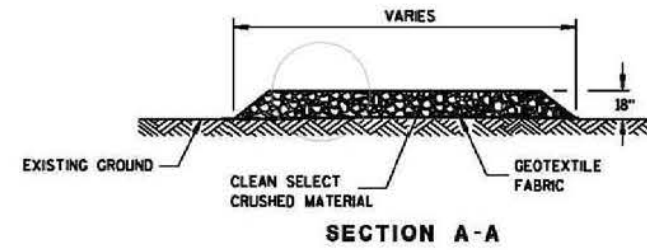
TRACKING PAD TO BE REMOVED AFTER CONSTRUCTION IS COMPLETED.

TRACKING PAD SHALL BE THE FULL WIDTH OF THE EGRESS POINT.

SURFACE WATER MUST BE PREVENTED FROM PASSING THROUGH THE TRACKING PAD. FLOWS SHALL BE DIVERTED AWAY, AROUND OR CONVEYED UNDER THE TRACKING PAD.

CULVERT PIPE OR OTHER BMP USED TO DIVERT WATER AWAY, AROUND OR UNDER THE TRACKING PAD SHALL BE DESIGNED TO CONVEY THE 2 YEAR - 24 HOUR EVENT.

THE COST OF ADDITIONAL BMP TO DIVERT WATER ARE INCIDENTAL TO THE TRACKING PAD BID ITEM.



Revision Number	Revision Description	Drawn By	Date

**BUTZEN SPORTS COMPLEX GRADING**  
CONSTRUCTION DETAILS



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

Ryan Sazama, PE - City Engineer

Designed By	TJM
Drawn By	TJM
Checked By	EDIT
Plot Date	9/21/2020
Bid No.	2450-20
Project Date	OCTOBER 2020
Sheet No.	6
Drawing No.	040D



**EROSION CONTROL NOTES**

THE CONSTRUCTION SITE IS ENTIRELY WITHIN THE RIGHT-OF-WAY OF THE BUTZEN SPORTS COMPLEX SITE LOCATED BETWEEN CARMEN AVENUE AND MOENING ROAD ON THE WEST SIDE OF SOUTH BUSINESS DRIVE.

LAND DISTURBING ACTIVITIES ARE LIMITED TO  
1. GRADING.

EXISTING SOILS ON THE SITE ARE EXPECTED TO BE SANDS, CLAYS, AND TOPSOILS. BORINGS WERE COMPLETED BY RIVER VALLEY TESTING CORP. AND THE GEOTECHNICAL EXPLORATOIN REPORTED DATED MARCH 2, 2015 IS AVAILABLE UPON REQUEST BY CONTACTING RYAN SAZAMA, PE, AT THE DWP ENGINEERING DIVISION.

**EROSION CONTROL MEASURES CONSTRUCTION SEQUENCING**

1. INSTALL SILT FENCE AND TRACKING PADS.
2. GRADE SITE AND INSTALL CULVERTS, ENDWALLS, EROSION BALES AND CULVERT PIPE CHECKS.
3. ALL DISTURBED AREAS SHALL BE RESTORED WITH SALAVAGED TOPSOIL, SEED, FERTILIZER AND MULCH.
4. REMOVE TRACKING PAD AND SILT FENCE.

**EROSION CONTROL NOTES**

1. COMPLY WITH WDNR WATER RESOURCES APPLICATION FOR PROJECT PERMITS (FORM 3500-053) PREPARED IN ACCORDANCE WITH WPDES GENERAL PERMIT.
2. POST WDNR CERTIFICATE OF PERMIT COVERAGE ON SITE AND MAINTAIN UNTIL CONSTRUCTION ACTIVITIES HAVE CEASED, THE SITE IS STABILIZED, AND A NOTICE OF TERMINATION IS FILED WITH WDNR.
3. KEEP A COPY OF THE CURRENT EROSION CONTROL PLAN ON SITE THROUGHOUT THE DURATION OF THE PROJECT.
4. SUBMIT PLAN REVISIONS OR AMENDMENTS TO THE WDNR AT LEAST 5 DAYS PRIOR TO FIELD IMPLEMENTATION.
5. PERFORM SITE INSPECTIONS AT LEAST ONCE EVERY 7 DAYS AND WITHIN 24 HOURS AFTER A RAINFALL EVENT OF 0.5 INCHES OR GREATER. KEEP INSPECTION REPORTS ON-SITE AND MAKE THEM AVAILABLE UPON REQUEST.
6. INSPECT AND MAINTAIN ALL INSTALLED EROSION CONTROL PRACTICES UNTIL THE CONTRIBUTING DRAINAGE AREA HAS BEEN STABILIZED.
7. ALL ACTIVITIES SHALL BE CONDUCTED IN A LOGICAL SEQUENCE TO MINIMIZE THE AREA OF BARE SOIL EXPOSED AT ANY ONE TIME.
8. DISTURBED SOIL OUTSIDE OF THE DAY-TO-DAY CONSTRUCTION AREAS SHALL BE STABILIZED BY MULCHING, TEMPORARY SEEDING, AND COVERING WITH TARPS OR EQUIVALENT CONTROL MEASURES.
9. EROSION CONTROL PRACTICES SHOWN ARE MINIMUM REQUIREMENTS. CONTRACTOR MAY NEED TO SUPPLEMENT PRACTICES AS REQUIRED BY CONTRACTORS OPERATIONS, CONSTRUCTION SEQUENCE, OR WEATHER.
10. WHEN POSSIBLE: PRESERVE EXISTING VEGETATION, MINIMIZE LAND-DISTURBING CONSTRUCTION ACTIVITY ON SLOPES OF 20% OR MORE, MINIMIZE SOIL COMPACTION, AND PRESERVE TOPSOIL.
11. REFER TO THE WDNR STORMWATER CONSTRUCTION TECHNICAL STANDARDS AT [http://dnr.wi.gov/topic/stormwater/standards/const\\_standards.html](http://dnr.wi.gov/topic/stormwater/standards/const_standards.html).
12. INSTALL PERIMETER EROSION CONTROLS AND ROCK TRACKING PAD CONSTRUCTION ENTRANCE(S) PRIOR TO ANY LAND-DISTURBING ACTIVITIES, INCLUDING CLEARING AND GRUBBING.
13. INSTALL INLET PROTECTION PRIOR TO LAND-DISTURBING ACTIVITIES IN THE CONTRIBUTING DRAINAGE AREA AND/OR IMMEDIATELY UPON INLET INSTALLATION. COMPLY WITH WDNR TECHNICAL STANDARD STORM DRAIN INLET PROTECTION FOR CONSTRUCTION SITES #1060.
14. STAGE CONSTRUCTION GRADING ACTIVITIES TO MINIMIZE THE CUMULATIVE EXPOSED AREA. CONDUCT TEMPORARY GRADING FOR EROSION CONTROL PER WDNR TECHNICAL STANDARD TEMPORARY GRADING PRACTICES FOR EROSION CONTROL #1067.
15. IF DEWATERING IS NEEDED, CONTRACTOR SHALL PROVIDE FOR SEDIMENT REMOVAL ACCORDING TO WNDR TECHNICAL STANDARD 1061. WATER PUMPED FROM THE SITE SHALL BE TREATED BY TEMPORARY SEDIMENTATION BASINS, GRIT CHAMBERS, SAND FILTERS, UPSLOPE CHAMBERS, HYDRO-CYCLONES, SWIRL CONCENTRATORS, OR OTHER APPROPRIATE CONTROLS DESIGNED AND USED TO REMOVE PARTICLES OF 100 MICRONS OR GREATER FOR THE HIGHEST DEWATERING PUMPING RATE. IF THE WATER IS DEMONSTRATED TO HAVE NO PARTICLES GREATER THAN 100 MICRONS DURING DEWATERING OPERATIONS, THEN NO CONTROL IS NEEDED BEFORE DISCHARGE. WATER MAY NOT BE DISCHARGED IN A MANNER THAT CAUSES EROSION OF THE SITE OR RECEIVING CHANNELS.
16. INSTALL AND MAINTAIN SILT FENCING PER WDNR TECHNICAL STANDARD SILT FENCE #1056. REMOVE SEDIMENT FROM BEHIND SILT FENCES AND SEDIMENT BARRIERS BEFORE SEDIMENT REACHES A DEPTH THAT IS EQUAL TO ONE-HALF OF THE FENCE AND/OR BARRIER HEIGHT.
17. REPAIR BREAKS AND GAPS IN SILT FENCES AND BARRIERS IMMEDIATELY. REPLACE DECOMPOSING STRAW BALES (TYPICAL BALE LIFE IS 3 MONTHS). LOCATE, INSTALL, AND MAINTAIN STRAW BALES PER WDNR TECHNICAL STANDARD DITCH CHECKS #1062.
18. INSTALL AND MAINTAIN FILTER SOCKS IN ACCORDANCE WITH WDNR TECHNICAL STANDARD INTERIM MANUFACTURED PERIMETER CONTROL AND SLOPE INTERRUPTION PRODUCTS #1071.
19. IMMEDIATELY STABILIZE STOCKPILES AND SURROUND STOCKPILES AS NEEDED WITH SILT FENCE OR OTHER PERIMETER CONTROL IF STOCKPILES WILL REMAIN INACTIVE FOR 7 DAYS OR LONGER.
20. STABILIZE AREAS OF FINAL GRADING WITHIN 7 DAYS OF REACHING FINAL GRADE.
21. SWEEP/CLEAN UP ALL SEDIMENT/TRASH THAT MOVES OFF-SITE DUE TO CONSTRUCTION ACTIVITY OR STORM EVENTS BEFORE THE END OF THE SAME WORKDAY OR AS DIRECTED BY ENGINEER SEPARATE SWEPT MATERIALS (SOILS AND TRASH) AND DISPOSE OF APPROPRIATELY.
22. CONTROL DUST PER WDNR TECHNICAL STANDARD DUST CONTROL ON CONSTRUCTION SITES #1068.
23. PROPERLY DISPOSE OF ALL WASTE AND UNUSED BUILDING MATERIALS (INCLUDING GARBAGE, DEBRIS, CLEANING WASTES, OR OTHER CONSTRUCTION MATERIALS) AND DO NOT ALLOW THESE MATERIALS TO BE CARRIED BY OFFSITE.
24. COORDINATE WITH WDNR FOR ANY PERMITS REQUIRED FOR MATERIAL DISPOSED OF OFF SITE.

Date	Drawn By	Revision Description	Revision Number

**BUTZEN SPORTS COMPLEX GRADING**

**EROSION CONTROL NOTES**

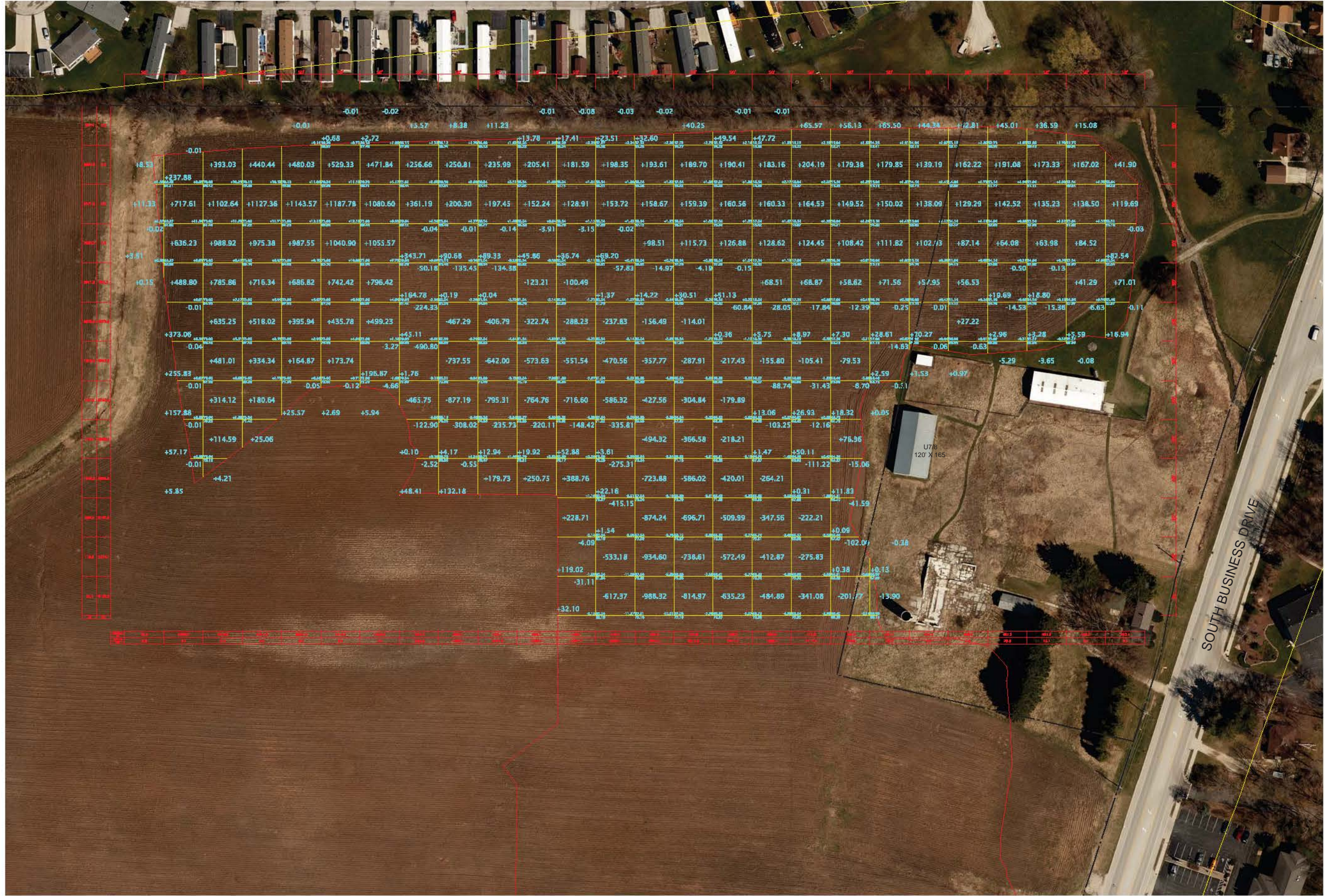
**CITY OF SHEBOYGAN  
PUBLIC WORKS**

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

Ryan Sazama, PE - City Engineer

Designed By	TJM
Drawn By	TJM
Checked By	KEJ
Plot Date	9/21/2020
Bid No.	2450-20
Project Date	OCTOBER 2020
Sheet No.	8
Drawing No.	110EC-2





Revision Number	Revision Description	Drawn By	Date

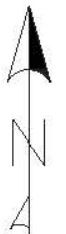
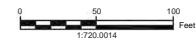
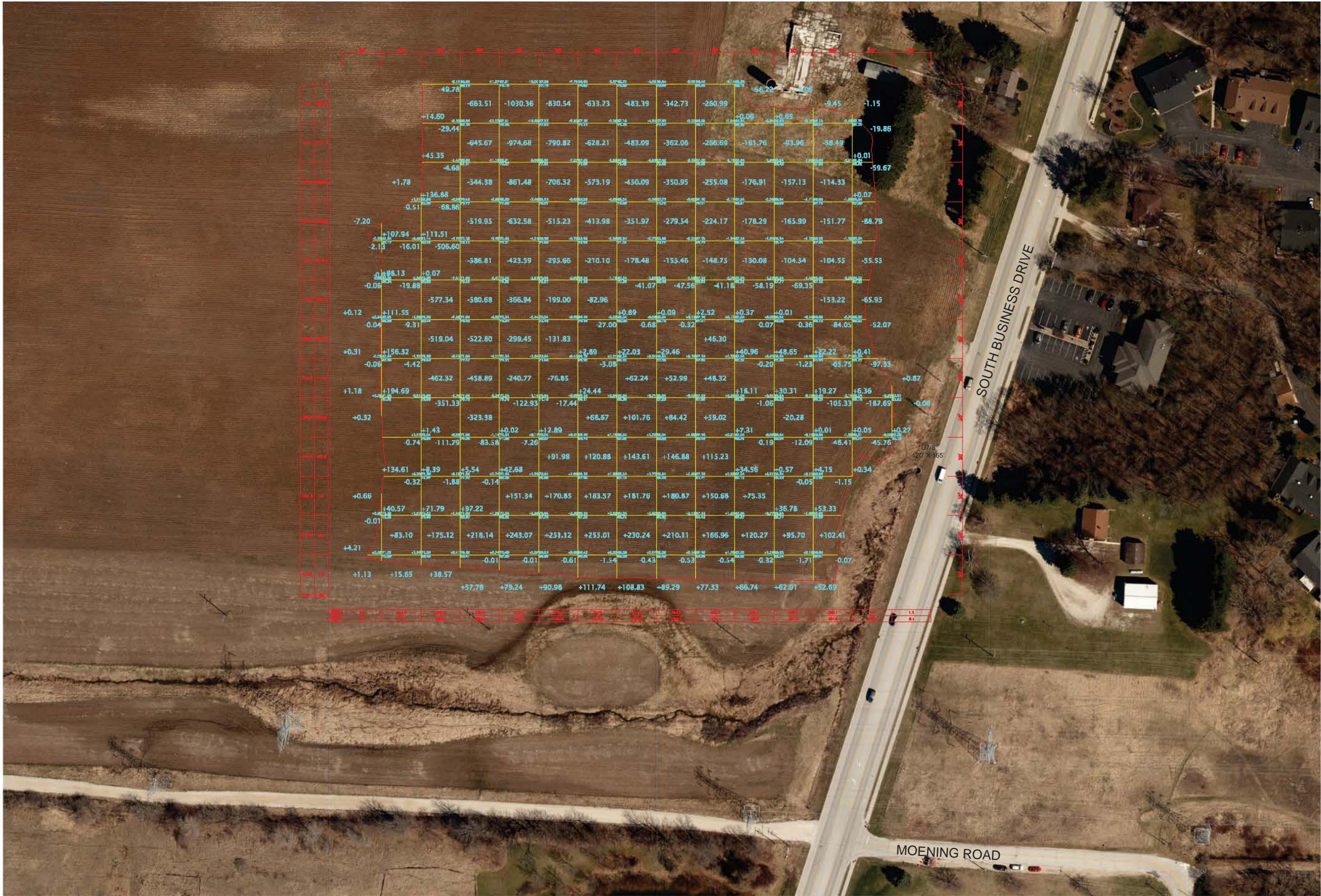
**BUTZEN SPORTS COMPLEX GRADING**  
 GRADING PLAN - NORTH CUT/FILL GRID

**CITY OF SHEBOYGAN  
 PUBLIC WORKS**

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

Ryan Sazama, PE - City Engineer

Designed By	TJM
Drawn By	TJM
Checked By	KEJ
Plot Date	9/21/2020
Bid No.	2450-20
Project Date	SEPTEMBER 2020
Sheet No.	10
Drawing No.	200GP-2



# BUTZEN SPORTS COMPLEX GRADING

## GRADING PLAN - SOUTH CUT/FILL GRID

**CITY OF SHEBOYGAN  
PUBLIC WORKS**

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

Ryan Sazama, PE - City Engineer

Designed By	TJM
Drawn By	TJM
Checked By	KEJ
Plot Date	9/21/2020
Bid No.	2450-20
Project Date	SEPTEMBER 2020
Sheet No.	11
Drawing No.	200GP-3

Revision Number	Revision Description	Drawn By	Date

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** Resolution authorizing the appropriate City Officials to enter into a contract with Wondra Construction, Inc. for grading and related work at the Butzen Farm property for the Butzen Sports Complex.

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

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**REPORT DATE:** October 22, 2020

**MEETING DATE:** October 27, 2020

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**FISCAL SUMMARY:**

Budget Line Item: 40053000-631100  
Budget Summary: N/A  
Budget Expenditure: \$331,926.00  
Budgeted Revenue: N/A

**STATUTORY REFERENCE:**

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

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**BACKGROUND / ANALYSIS:** In the early 1990's the Art and Carol Butzen Estate donated their property approximately 38 acres to the City of Sheboygan to be used for recreational purposes. In 2015 the City of Sheboygan hired the Rettler Corporation a Landscape and Architectural Design Firm to provide a master plan for the design of this property. The master plan included multi-use recreational fields, parking lots, concession stand, bathroom facilities and an indoor multi-use recreational field.

The City of Sheboygan entered into agreement with the Butzen Sports Complex, LLC to develop, operate and maintain the Butzen Sports Complex. The group has made several presentations and on the advice of City leadership have developed a phased approach to help build and finance the Butzen Sports Complex over several years. The Phase 0 project is the kickoff to the Butzen Sports Complex building campaign.

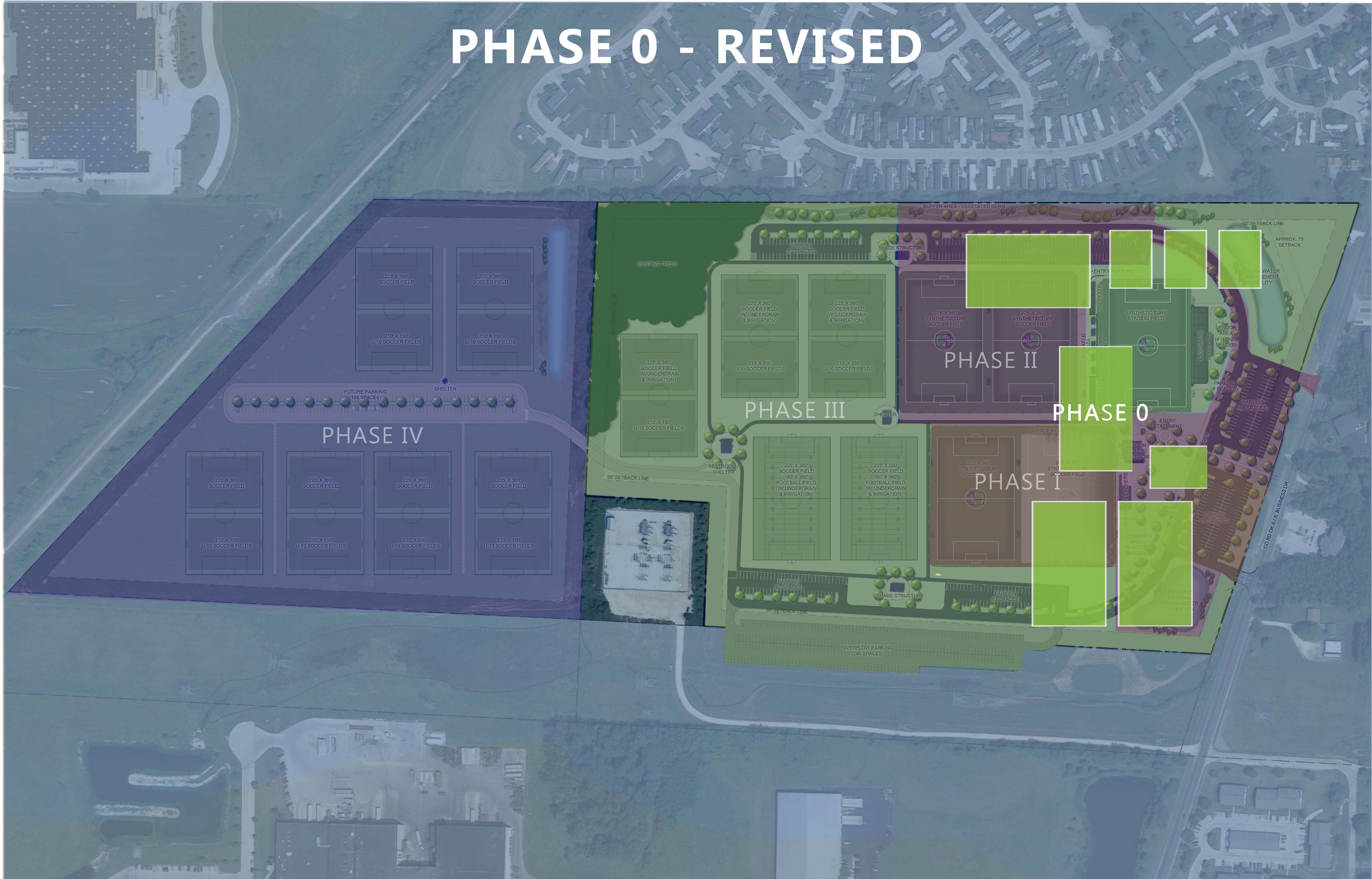
**STAFF COMMENTS:** This contract consists of constructing 8 multi-use recreational fields which will consist of approximately 20 acres. The Department of Public Works received 9 bids for this construction project. Wondra Construction, Inc. was the low bidder at \$331,926.00. This bid is below the estimated cost. The Department of Public Works recommends the approval of this resolution.

**ACTION REQUESTED:** Motion to recommend the Common Council adopt Res. No. 112-20-21 authorizing the appropriate City Officials to enter into a contract with Wondra Construction, Inc. for grading and related work at the Butzen Farm property for the Butzen Sports Complex.

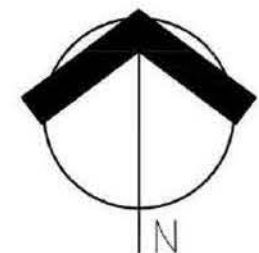
**ATTACHMENTS:**

- I. Res. No. 112-20-21
- II. Summary of Bids
- III. Bid Plans
- IV. Phase 0 - Revised

# PHASE 0 - REVISED



**SHEBOYGAN BUTZEN RECREATION CAMPUS**  
 ATHLETIC FACILITY RENOVATION PROJECT ■ LAKESHORE UNITED FC  
 OVERALL MASTER PLAN ■ SHEBOYGAN, WI



0' 100' 200' 300'  
 RETTLER CORP. PROJECT # ■ 14.072  
 DATE ■ 02.01.2019



■ 3317 BUSINESS PARK DRIVE, STEVENS POINT, WI 54481  
 ■ TELEPHONE ■ 715 - 341 - 2633, FAX ■ 715 - 341 - 0431  
 ■ EMAIL ■ INFO @ RETTLER.COM, WEBSITE ■ WWW.RETTLER.COM

III

4.9

Res. No. 112 - 20 - 21. By Alderpersons Dekker and Sorenson.  
October 19, 2020.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Wondra Construction, Inc. for grading and related work at the Butzen Farm property for the Butzen Sports Complex.

WHEREAS, the City of Sheboygan has advertised for bids to perform grading and related work at the Butzen Farm property for the Butzen Sports Complex; and

WHEREAS, nine bids were received; and

WHEREAS, the low bid was from Wondra Construction, Inc. in the amount of \$331,926.00; and

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

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to enter into the attached agreement with Wondra Construction, Inc. for grading and related work at the Butzen Farm property for the Butzen Sports Complex.

BE IT FURTHER RESOLVED: That for the avoidance of doubt, the Director of Public Works may exercise the powers delegated to the Owner under the agreement.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds, not to exceed \$331,926.00, from Account # 40053000-631100 (Improvements Other Than Buildings) to pay for the services performed pursuant to this agreement.

Dem Dekker  
Jim 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

AN

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

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

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Butzen Sports Complex Grading – Butzen Farm.

**ARTICLE 2 – THE PROJECT**

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

- Grading and Excavation Common
- Erosion Control (Silt Fence, Erosion Bales, Culvert Pipe Checks and Tracking Pads)
- Restoration (Topsoil, Seed, Fertilizer and Mulch)

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 June 11, 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.

**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.

**4.04 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) (number 1).
  6. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor’s Bid (pages 1).
  7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed,
    - b. Work Change Directives,
    - c. Change Orders,
    - d. Field Order,
    - e. Task Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 *Terms*

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

### 10.02 *Assignment of Contract*

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

**10.03 Successors and Assigns**

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

**10.04 Severability**

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

**10.05 Contractor's Certifications**

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

**10.06 Other Provisions**

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

*(Continued on next page)*

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

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

OWNER:

CONTRACTOR:

City of Sheboygan

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

Name,  
Title: Todd Wolf, City Administrator

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

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

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

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)

Name,  
Title: Michael Vandersteen, Mayor

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

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

Name,  
Title: Charles C. Adams, City Attorney

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

Countersigned by:

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

Name,  
Title: Meredith DeBruin, City Clerk

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

Butzen Sports Complex Grading  
 Butzen Farm

SECTION	TITLE	PAGES
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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
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00 45 13	Bidder's Proof of Responsibility	00 45 13-1 to 00 45-13-5
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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
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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
01 14 00	Work Restrictions	01 14 00-1 to 01 14 00-6
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	6 Pages



2450-20 Butzen Sports Complex Grading (#7321173)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

10/08/2020 10:00 AM CDT

Wondra Construction, Inc.

Line Item	Item Code	Item Description	UofM	Quantity	Unit Price2	Extension3
1	205.0100	Excavation Common	CY	63560	\$3.10	\$197,036.00
2	520.1018	Apron Endwalls for Culvert Pipe 18-Inch	Each	2	\$500.00	\$1,000.00
3	520.3318	Culvert Pipe Class III-A 18-Inch	LF	26	\$70.00	\$1,820.00
4	619.1000	Mobilization	Each	1	\$15,000.00	\$15,000.00
5	628.1104	Erosion Bales	Each	20	\$20.00	\$400.00
6	628.1504	Silt Fence	LF	5500	\$1.70	\$9,350.00
7	628.1520	Silt Fence Maintenance	LF	5500	\$0.01	\$55.00
8	628.7555	Culvert Pipe Checks	Each	3	\$155.00	\$465.00
9	628.7560	Tracking Pads	Each	2	\$2,150.00	\$4,300.00
10	B-1	Landscape Restoration	LS	1	\$100,000.00	\$100,000.00
11	B-2	Construction Staking	LS	1	\$2,500.00	\$2,500.00
Base Bid Total:						\$331,926.00

2450-20 Butzen Sports Complex Grading (#7321173)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

10/08/2020 10:00 AM CDT

Line Item	Item Code	Item Description	UofM	Quantity	Buteyn-Peterson				Integrity Grading and				Soper Grading & Excavating									
					Wondra Construction, Inc.		Construction Company		Spielvogel & Sons Exc., Inc.		Excavating, Inc.		Relyco, Inc		Advance Construction Inc.		LLC		Denny Rahn Exc. Inc.		Wagner Excavating, Inc.	
					Unit Price2	Extension3	Unit Price4	Extension5	Unit Price6	Extension7	Unit Price8	Extension9	Unit Price10	Extension11	Unit Price12	Extension13	Unit Price14	Extension15	Unit Price16	Extension17	Unit Price18	Extension19
1	205.0100	Excavation Common	CY	63560	\$3.10	\$197,036.00	\$4.93	\$313,350.80	\$3.85	\$244,706.00	\$3.40	\$216,104.00	\$3.60	\$228,816.00	\$4.00	\$254,240.00	\$2.91	\$184,959.60	\$4.83	\$306,994.80	\$5.97	\$379,453.20
2	520.1018	Apron Endwalls for Culvert Pipe 18-Inch	Each	2	\$500.00	\$1,000.00	\$175.00	\$350.00	\$150.00	\$300.00	\$180.00	\$360.00	\$175.00	\$350.00	\$550.00	\$1,100.00	\$200.00	\$400.00	\$300.00	\$600.00	\$126.08	\$252.16
3	520.3318	Culvert Pipe Class III-A 18-Inch	LF	26	\$70.00	\$1,820.00	\$25.00	\$650.00	\$32.00	\$832.00	\$40.00	\$1,040.00	\$41.00	\$1,066.00	\$70.00	\$1,820.00	\$55.00	\$1,430.00	\$58.00	\$1,508.00	\$27.89	\$725.14
4	619.1000	Mobilization	Each	1	\$15,000.00	\$15,000.00	\$4,000.00	\$4,000.00	\$17,000.00	\$17,000.00	\$29,500.00	\$29,500.00	\$30,250.00	\$30,250.00	\$47,000.00	\$47,000.00	\$150,870.00	\$150,870.00	\$23,600.00	\$23,600.00	\$13,265.56	\$13,265.56
5	628.1104	Erosion Bales	Each	20	\$20.00	\$400.00	\$10.00	\$200.00	\$10.00	\$200.00	\$14.50	\$290.00	\$20.00	\$400.00	\$15.00	\$300.00	\$20.00	\$400.00	\$20.00	\$400.00	\$24.02	\$480.40
6	628.1504	Silt Fence	LF	5500	\$1.70	\$9,350.00	\$1.25	\$6,875.00	\$1.30	\$7,150.00	\$1.90	\$10,450.00	\$2.00	\$11,000.00	\$1.80	\$9,900.00	\$5.00	\$27,500.00	\$2.00	\$11,000.00	\$2.66	\$14,630.00
7	628.1520	Silt Fence Maintenance	LF	5500	\$0.01	\$55.00	\$0.25	\$1,375.00	\$0.10	\$550.00	\$0.20	\$1,100.00	\$0.25	\$1,375.00	\$0.10	\$550.00	\$0.01	\$55.00	\$0.25	\$1,375.00	\$0.56	\$3,080.00
8	628.7555	Culvert Pipe Checks	Each	3	\$155.00	\$465.00	\$50.00	\$150.00	\$25.00	\$75.00	\$130.00	\$390.00	\$15.00	\$45.00	\$100.00	\$300.00	\$200.00	\$600.00	\$15.00	\$45.00	\$18.10	\$54.30
9	628.7560	Tracking Pads	Each	2	\$2,150.00	\$4,300.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$2,500.00	\$5,000.00	\$1,750.00	\$3,500.00	\$1,000.00	\$2,000.00	\$2,000.00	\$4,000.00	\$1,500.00	\$3,000.00	\$1,071.82	\$2,143.64
10	B-1	Landscape Restoration	LS	1	\$100,000.00	\$100,000.00	\$70,401.00	\$70,401.00	\$194,820.00	\$194,820.00	\$247,000.00	\$247,000.00	\$236,500.00	\$236,500.00	\$215,000.00	\$215,000.00	\$175,000.00	\$175,000.00	\$203,820.00	\$203,820.00	\$217,844.82	\$217,844.82
11	B-2	Construction Staking	LS	1	\$2,500.00	\$2,500.00	\$500.00	\$500.00	\$800.00	\$800.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$2,436.00	\$2,436.00	\$2,400.00	\$2,400.00	\$4,000.00	\$4,000.00	\$7,147.39	\$7,147.39
Base Bid Total:						\$331,926.00		\$399,851.80		\$468,433.00		\$513,734.00		\$514,802.00		\$534,646.00		\$547,614.60		\$556,342.80		\$639,076.61

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** Resolution authorizing the appropriate City officials to enter into a contract with Specht Electric Co., Inc. to upgrade the access control and intercom system at the Sheboygan Police Department.

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**REPORT PREPARED BY:** Bernard Rammer, Purchasing Agent

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**REPORT DATE:** October 20, 2020

**MEETING DATE:** October 27, 2020

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**FISCAL SUMMARY:**

Budget Line Item: 47922100-621200  
Budget Summary: Capital  
Improvements  
Budget Expenditure: \$48,285.00  
Budgeted Revenue: N/A

**STATUTORY REFERENCE:**

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

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**BACKGROUND / ANALYSIS:** The Sheboygan Police Department was constructed in 2008. At the time the systems to control building access was installed as part of a larger system that also controlled HVAC functions. The contract for upgrade of the HVAC system was previously approved by council. A new access control and intercom system will be installed to maintain a high level of building security and will feature interoperability with access control systems in several other city buildings such as City Hall.

**STAFF COMMENTS:** The new system is compatible with similar systems in other city owned buildings thereby providing the ability for employees with the proper credentials to access several buildings utilizing the same ID Badge. The budgeted amount is not sufficient to complete the project however it was determined that the balance can be funded with the Capital Projects Fund

**ACTION REQUESTED:** Motion to recommend that the Council adopt Res. No. 113-20-21 authorizing the appropriate City officials to enter into a contract with Specht Electric Co., Inc. to upgrade the access control and intercom system at the Sheboygan Police Department.

**ATTACHMENTS:**

- I. Res. No. 113-20-21

III

4.10

Res. No. 113 - 20 - 21. By Alderpersons Dekker and Sorenson.  
October 19, 2020.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Specht Electric Co., Inc. to upgrade the access control and intercom system at the Sheboygan Police Department.

WHEREAS, funding to upgrade the access control and intercom system at the Sheboygan Police Department (the "System Upgrade") was included in the 2020 Capital Improvements Budget; and

WHEREAS, City Staff has obtained and reviewed competitive bids for the System Upgrade and determined that the low bid, from Specht Electric Co., Inc. meets all of the requirements from the bid documents; and

WHEREAS, the Common Council of the City of Sheboygan believes that it is in the best interest in the City to award a contract to Specht Electric Co., Inc. for the System Upgrade.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to enter into a contract with Specht Electric Co., Inc., a copy of which is attached hereto and incorporated herein, for the System Upgrade.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds for the work in the amount of \$61,883.00 from Account #47922100-621200 (Capital Improvements) for the System Upgrade.

pw

Dean Dekker  
Ben 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 THE CITY OF SHEBOYGAN, WISCONSIN AND  
SPECHT ELECTRIC CO., INC.**

**TO UPGRADE THE ACCESS CONTROL AND INTERCOM SYSTEMS AT THE  
SHEBOYGAN POLICE DEPARTMENT**

This Agreement (“Agreement”) is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2020 (the “Effective Date”), by and between the City of Sheboygan (the “City”), a municipal corporation, and Specht Electric Co., Inc. (“Contractor”).

WITNESSETH:

WHEREAS, the City is the owner of the Sheboygan Police Station at 1315 N. 23<sup>rd</sup> Street (the “Police Station”); and

WHEREAS, the City wishes to upgrade the existing access control and intercom system; and

WHEREAS, the City issued Request for Bids # 1990-20 to obtain bids from qualified providers of the materials and services needed to complete the upgrade (the “Services”); and

WHEREAS, the City has opened the bids, and determined that the bid from Contractor (“Bid”) is the lowest responsive and responsible bid for the Services; and

WHEREAS, a copy of the Bid is attached to this Agreement as Exhibit 1; and

WHEREAS, Contractor desires to provide the City with the necessary Services under the terms set forth in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

**Article 1. Scope of Services**

Contractor shall provide all labor, equipment, and materials (including, to the extent necessary, software) necessary to furnish and install an upgraded key card access and call box style intercom system at the Police Station (the “System”) which will upgrade the existing System and provide good security at the Police Station (the “Services”). The upgraded call box style intercom system will completely divorce operation of the intercom system from the current Schneider iNet 7 system. The upgraded call box style intercom system will operate in concert with both the existing camera system and the new access control system.

The Services include commissioning and training, and any mechanical, electrical, structural, or plumbing modifications required to complete the Services.

Contractor is responsible for the provision of all licenses and permits<sup>1</sup> and for paying all legitimate costs required by private utility and communication companies as part of the Services.

Contractor's Services under this Agreement include the following:

- Specify, design and propose a System which has the capability to upgrade all of the equipment referenced in this Contract. The System must be able to be completely compatible and able to be seamlessly inter-operable with existing City of Sheboygan and County of Sheboygan Access Control systems. Final design of the System and exact quantities of access control and call box style intercom systems, and necessary related equipment and devices shall be the responsibility of Contractor. (The Bid Documents, which are incorporated into this Agreement, identify doors and intercom boxes and details about those doors and intercom boxes. Under no circumstances will the City assume liability for equipment that was overlooked and thus not included in Contractor's bid.)
- Inspect all equipment to be re-used to assure proper functionality.
- Refit all existing keyless access points with suitable new equipment on a one-for-one basis reusing existing electronic door strikes.
- Add one additional door strike and access point to the door between the Emergency Dispatch Center and the Dispatch Equipment Room (Door #114C). This will include a door strike, interface panel, all installation and wiring, and a receiver.
- The access control system to be used must be compatible with a Honeywell WinPak version 4.8 system and existing keycards and fobs and allow for interoperability with other systems in use at both the City of Sheboygan and the County of Sheboygan.
- Provide and install necessary door control software to allow authorized employees to remotely unlock exterior doors from their workstation when contacted via the call box intercom.
- Provide and install the necessary system management software and hardware to administer the system including the programming of keys and fobs.
- Upgrade the current call stations to new, unused equipment.
- Provide and install all necessary 4-door style access panels (such as Honeywell NX4L1 or equal).
- The Contractor is responsible for and will be expected to clean, calibrate, and inspect the condition, verify the operation, and document results for any and all components re-used.
- The Contractor shall provide all labor to procure, deliver, inspect, test, calibrate, and install all of the components, both new and existing that will be re-used to assure and result in a complete turnkey System that is able to be seamlessly integrated with other existing City and County systems.
- The Contractor will be wholly responsible to program, test, and commission the new System, including any filing of warranty documentation with the manufacturer.
- Contractor shall provide at least four hours of end user training in operation of the system.

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<sup>1</sup> Contractor shall be responsible for obtaining any and all applicable City permits and paying any and all applicable permit fees prior to beginning work.

The System shall:

- Have the ability to address and handle alarms both locally and remotely.
- Be able to demonstrate trend logging and charting.
- Use HID Iso Prox II Cards or equal
- Use HID Part # 1346LGSMV or equal pocket fobs
- Use 26 Bit Wiegand or equal compatible media

Contractor shall comply with the following best practices when installing new cabling or wiring associated with the installation of the System, including the replacement of existing cabling found to be unsuitable for re-use:

- Any low voltage cable installed above ceilings shall be plenum rated.
- Any cable that passes through walls shall be sleeved and fire-caulked.
- Any conduit that passes through walls shall be fire-caulked.
- Any low voltage cable installed above suspended ceilings shall be installed using j-hooks.
- Any exposed low voltage wiring (any voltage less than 120 V) shall be enclosed in conduit.
- Any 120 V wiring shall be enclosed in EMT conduit.

The Police Department currently uses a facility code of 18. The System shall be compatible with this.

For the avoidance of doubt, all administrative control of the System will remain at the Sheboygan Police Department.

For the avoidance of doubt, the System shall not include retrofitting or upgrading the following systems, some of which are integrated into the current Schneider Electric I-Net Seven DDC System:

- BAS / HVAC System
- Security System
- CCTV System

Contractor's Services shall be performed in accordance with the General Conditions, a copy of which is attached to this Agreement as Exhibit 2.

#### **Article 2. Standard of Care**

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

Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under this Agreement.

**Article 3. City's Representative**

The City designates Bernie Rammer and Mike Willmas as its Representatives for purposes of this Agreement. If the City's Representatives deem it appropriate, the City's Representatives may consult with other employees of the City, or may retain an appropriate outside expert to assist with the management of this Project.

If the City's Representatives observe any work performed by the Contractor to not be in conformity with the Agreement, the City's Representatives will report that to the Contractor. The City's Representative will have authority to stop any portion of the work not in conformity with the Agreement until the City has investigated and decided upon an appropriate procedure.

**Article 4. Compensation**

The City shall pay Contractor for the Services an amount not to exceed \$61,883.00 ("Contract Amount").

Within 10 days of receipt of the City's Notice to Proceed, the Contractor shall submit a complete breakdown of the Contract Amount, showing the value assigned to each part of the work, including an allowance for profit and overhead (the "Schedule of Values"). Upon approval of the breakdown of the Contract Amount by the City's Representative, it shall be used as the basis for all Requests for Payment.

Contractor may submit periodically, but not more than once each month, a Request for Payment of work done on the site. The Contractor shall furnish the City's Representative with information reasonably requested regarding the progress and execution of the work in order for the City's Representative to review the Request for Payment. Each Request for Payment shall be computed from the work completed on all items listed in the Schedule of Values, less 10% to be retained until Final Acceptance. No payment will be made for material merely stored at the job site.

Payment will be made to Contractor within 45 days of receipt of the Request for Payment. The Request for Payment shall be sent to:

**Michael Willmas  
City of Sheboygan  
2026 New Jersey Avenue  
Sheboygan, Wisconsin 53081**

Contractor shall be required to file waivers of lien from all suppliers and subcontractors with the Owner prior to receiving payment. 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.

Contractor shall deliver to the City a complete release of all liens arising out of this Agreement before the retained percentage or the Final Payment is paid. If any lien remains unsatisfied after the retained percentage or the Final Payment is paid, Contractor shall refund to the City such amounts

as the City may have been compelled to pay in discharging such liens (including any costs and reasonable legal fees).

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

The City may – in addition to the retained percentage – withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following (“Withheld Amounts”):

- Payments that may be earned or due for just claims for labor or materials furnished in and about the work.
- Defective work.
- 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.
- Reasonable doubt that the Agreement can be completed for the balance then unpaid.
- Liquidated damages due to the City.

The City will disburse, and shall have the right to act as agent for Contractor in disbursing the Withheld Amounts to the party or parties who are entitled to payment. The City will provide the Contractor with a proper accounting of all such funds disbursed on behalf of the Contractor.

The City also reserves the right to refuse payment of the final 10% due to Contractor until the City’s Representative is satisfied that all subcontractors, material suppliers, and employees of the Contractor have been paid in full.

Partial payment made under this Agreement is not evidence of the proper performance by Contractor either in whole or in part, and no payment made by the City shall be construed to be an acceptance of defective or improper work. Acceptance of the work by the City shall occur only upon Final Payment by the City which will occur after Final Acceptance. The Parties recognize that more than 45 days may elapse between the submission of the last invoice and Final Acceptance or Final Payment. The City agrees to make reasonable efforts to schedule its Final Inspection in a timely manner and to process the Final Payment in a timely manner upon Final Acceptance. (For the avoidance of doubt, the warranties and guarantees in this Agreement shall continue to apply even after Final Payment by the City.)

**Article 5. Appropriation of Funds**

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

**Article 6. Performance and Payment Bond**

Contractor shall, within 10 days of the approval of this Agreement by the Common Council of the City of Sheboygan, provide the City with a Performance Bond and a Payment Bond in a format acceptable to the City's Representative, in the amount of 100% of the contract amount.

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

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

**Article 7. Schedule**

Contractor shall commence work after receiving a Notice to Proceed from the City's Representative. At that point, Contractor shall commence work promptly, and shall continue the prosecution of the Services as quickly as is practicable until the Services are completed.

Contractor shall complete the services within 120 days of receiving the Notice to Proceed, or within such extra time as may have been allowed by a mutually agreed extension (the "Deadline"). The City's Representative shall have the authority to consent to an extension of the Deadline on behalf of the City.

Failure of the Contractor to adhere to the schedule as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.

No work aside from that performed during the regular work week will be allowed unless prior notice is given to the City's Representative and the City's Representative consents to the work being performed during that time. Any work performed without prior notice and approval to do so may be required to be removed for inspection at Contractor's expense.

**Article 8. Workmanship and Quality of Materials**

Contractor shall ensure that the System has the following warranties, which begin after Final Acceptance and completion of the 4 hours of end user training:

- All equipment purchased as a result of this Agreement shall include the equipment manufacturer's standard warranty.
- Contractor shall provide a two year warranty against defects for parts and labor.

All material shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval of the City's Representative.

Whenever, in any document, an article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal" or the term "the equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting competition. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to all contractual requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the City's Representative. The approval by the City's Representative of alternate material or equipment as being equivalent to that specified shall not in any way relieve Contractor of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the contract documents. The City's Representative shall be the sole and final judge of equivalency.

#### **Article 9. Safety Requirements**

All materials, equipment, and supplies provided to the City must comply fully with all safety requirements set forth under state and federal law, including all applicable OSHA Standards.

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 shall provide the necessary safeguards including, but not limited to, warning signs and barricades, to avoid all necessary hazards and protect the public, the work, and the property at all times, including on days when no work is being done. The City shall not be responsible for any loss or damage to the project materials prior to their installation or to Contractor's tools and equipment from any cause whatsoever.

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. Access to 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 related to the contract, and that the failure to do so shall constitute a material breach of the contract, in which case Contractor must defend and hold the City harmless from liability under that law.

Contractor shall maintain all records related to this contract for a period of not less than 7 years after receipt of Final Payment under the Agreement, except in the event of litigation or settlement of

claims arising from the performance of this Agreement, in which case records shall be maintained until the disposition of all such litigation, appeals, claims, or exceptions related thereto.

**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. The City's Representative shall have the authority to provide this written notice. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services.

If the City fails to make payment through no fault of the Contractor for a period of 30 days after such payment is due in accordance with the Contract Documents, the Contractor may, upon 7 days written notice to the City, terminate the Agreement and recover from the City payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery, including reasonable profit and damages.

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, 10 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 or for defects in the work.

For the avoidance of doubt, the specific remedies identified in this Article 11 are not exclusive. In other words, the City may pursue any remedy in law or equity in the event that Contractor defaults under this Agreement.

**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 ensure 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 10 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 Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City<sup>2</sup>. The City's Representative 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 subcontractors 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**

Contractor is responsible to the City for the acts and omissions of its employees, subcontractors, and any other persons performing any of the work under a contract with Contractor.

As such, to the extent permitted by law, Contractor shall defend and hold the City—including its Officials, Agents, and Employees—harmless from all liability, including, but not limited to, claims, actions, causes of action, liens, losses, damages, costs, legal fees, expenses, 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.

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<sup>2</sup> In the event that the City allows part of the Services to be subcontracted, Contractor shall still be fully responsible to the City for the acts or omissions of any subcontractor and anyone employed directly or indirectly by the subcontractor. This is in addition to any liability imposed by law upon the Contractor.

For the avoidance of doubt, this obligation to defend and hold the City harmless applies—among other instances—if the claimed liability arises out of:

- A violation of any law, ordinance, regulation, order, or decree by the Contractor, its employees, subcontractors, or any other person performing any of the work under a contract with Contractor.
- The failure on the part of Contractor, its employees, subcontractors, or any other person performing any of the work under a contract with Contractor, to complete any of the covenants, acts, matters, or things assigned to them under this Agreement.

Contractor shall reimburse the City for any costs, expenses, judgments, and legal 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.

For the avoidance of doubt, Contractor shall further 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 hold the City harmless from 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.

**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 any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the City's Representative 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.
- b. **Commercial General Liability and Property Damage Insurance** – Contractor shall acquire and maintain, for the duration of this Agreement, Commercial General Liability Insurance with a policy limit of at least \$2,000,000 per occurrence and \$2,000,000 in the aggregate. The Commercial General Liability Insurance shall include operations, contractor's

protective insurance, products coverage, completed operations, contractual coverage, underground coverage, and blasting, explosion, and collapse.

- c. Comprehensive Automobile Liability and Property Damage – Contractor shall acquire and maintain, for the duration of this Agreement, Comprehensive Automobile Liability and Property Damage Insurance that covers the operation of owned, hired, and non-owned motor vehicles with a policy limit – for liability, bodily injury, and property damage – of at least \$1,000,000 per occurrence and \$1,000,000 in the aggregate.

The proof of insurance referenced above shall require the insurance company to notify the City at least 30 days prior to the expiration, cancellation, non-renewal, or material change in the coverage. The Certificate Holder on the proof of insurance should be listed as:

City of Sheboygan, Wisconsin  
828 Center Ave., Suite 110  
Sheboygan, Wisconsin 53081

The proof of insurance must contain an original signature.

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

**Article 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 Services under 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—which may only occur in writing—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 held to be 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. Such written approval by the City shall not relieve the Contractor of the obligations incurred by the Contractor under the terms of this Agreement.

**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.

Nothing in this Agreement shall create any contractual relationship between any subcontractor and the City. Contractor agrees to bind every approved subcontractor (and every subcontractor of a subcontractor) by the terms of this Agreement as far as applicable to that subcontractor's work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the City. The City's Representative shall have the authority to consent to a subcontract as being adequate.

**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 and Equal Opportunity**

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, disability, developmental disability (as defined in Wis. Stat. 51.01(5)), sexual orientation (as defined in Wis. Stat. 111.32(13m)), gender identity, 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 Services under this Agreement, Contractor shall comply with any and all applicable federal, state, and local statutes, ordinances, plans, and regulations.

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		
City of Sheboygan		
828 Center Ave.		
Sheboygan, Wisconsin 53083		

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 may be modified only by a written amendment signed by both parties hereto.

This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if fully set out herein:

1. This Agreement and its Exhibits
2. Any Written Amendment to the Agreement which may be delivered or issued after the Effective Date of the Agreement (including Change Orders)
3. The Request for Bids (including all attachments)
4. All Addenda to the Request for Bids
5. All Other Submittals by Contractor
6. The Performance and Payment Bonds

(collectively “the Contract”).

This Contract is the entire and integrated agreement between the City and Contractor regarding the subject matter of this Contract. It supersedes all prior and contemporaneous communications, representations and agreements that are not part of this Contract.

In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, the document expressing the greater quantity, quality, or other scope of work in question, or imposing the greater obligation upon Contractor and affording the greater right or remedy to the City shall govern. Otherwise, the documents shall be given precedence in the order set forth above.

**Article 29. Non-Collusion**

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

1. The prices in its bid 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.
2. The prices quoted in its bid were not knowingly disclosed—directly or indirectly—by the bidder prior to bid opening.
3. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a bid for the purpose of restricting competition.

**Article 30. Other Provisions**

1. 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).
2. 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's Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City's Representative.
3. 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.
4. 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.

5. **Authorized Representative of Equipment Manufacturer.** Contractor represents and warrants that it is an authorized representative of the control Equipment Manufacturer, and has the ability to provide engineering, installation, programming, commissioning, and ongoing maintenance of the System.
6. **Intellectual Property.** Contractor shall pay for any royalties and license fees associated with intellectual property used in the completion of the Services. Contractor shall defend any suits or claims for infringement of any intellectual property rights related to the completion of the Services, and shall hold the City harmless from any liability associated with any such suit or claim.
7. **Intent of Contract Documents.**
  - a. The intent of this Agreement is to include in the contract price the cost of all labor and materials, water, fuel, tools, plants, equipment, light, transportation, and any other expenses that may be necessary for the proper execution and completion of the work included in the Agreement.
  - b. In interpreting the Agreement, words describing materials that have a well-known technical or trade meaning shall be construed in accordance with such well known meanings unless otherwise specifically defined.
8. **Definitions.**
  - a. **Final Acceptance:** The event that occurs when Contractor issues to the City or the City issues to Contractor a written statement that Contractor has completed all Punch List items, has made all necessary submittals to the City, and has satisfied all of its obligations under the Agreement.
  - b. **Final Inspection:** The inspection conducted by the City to determine what work must still be completed by Contractor in order for Completion of the Services to occur. After the Final Inspection, the City shall provide Contractor with a Punch List that Contractor must complete in order for Completion of the Services to occur.
  - c. **Final Payment:** Payment by the City to Contractor after Completion of the Services the result of which is Contractor receiving all payments due under the terms of the Agreement for performing and completing the Services.
9. **Background Checks.** As the Services will be performed in a secure area, the City reserves the right to perform a criminal background check on any employee of the Contractor (or any approved subcontractor) performing work at the Police Station, and to prohibit any employee of Contractor from working at the Police Station.

10. Post-Commissioning. Under no circumstances shall Contractor withhold or retain the right to access or otherwise control the completed System following the installation and commissioning of the System without the express, written consent of the City.

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

EXHIBIT 2

GENERAL CONDITIONS

**1. Adjacent Property**

Personnel in the employ of the Contractor or any subcontractor shall not use any existing facilities on adjacent property, or trespass in or about adjacent facilities.

**2. Changes in the Work**

The City, without invalidating the Agreement, may order changes in the work consisting of additions, deletions, or modifications. In such instance, the Contract Sum and the Contract Time shall be adjusted accordingly. Any such changes in the work shall be authorized by written Change Order. The only individual authorized by the City to sign a written Change Order is the City's Representative.

The Contract Sum and the Contract Time may be changed only by Change Order or an Amendment to this Agreement.

The cost or credit to the City from a change in the work shall be determined by mutual agreement before executing the work involved.

If the City's Representative considers the cost or time in a proposal submitted by Contractor to be excessive or unreasonable, the City may request a proposal for the same change from other contractors. The City reserves the right to make an award of such work to another contractor, unless Contractor agrees to do the added or changed work for the price named by the other contractor.

**3. Cleaning Up and Final Inspection**

At all times, the Contractor shall keep the work site free from the accumulation of waste material or rubbish caused by its employees. At the completion of the work, Contractor shall remove all rubbish from and about the work, as well as all tools, equipment, scaffolding, and surplus materials. The completed work shall be left clean and ready for use.

**4. Codes and Standards**

All materials and workmanship shall comply with all applicable codes, specifications, state laws, local ordinances, industry standards, and utility company regulations.

In case of difference between codes, specifications, state laws, local ordinances, industry standards, and utility company regulations and the Agreement, the most stringent shall govern.

Should Contractor perform any work that does not comply with the requirements of the applicable codes, specifications, state laws, local ordinances, industry standards, and utility company regulations, Contractor shall bear all costs arising in correcting the deficiency.

Applicable Codes and Standards shall include all state laws, local ordinances, utility company regulations, and the applicable requirements of the following nationally accepted Codes and Standards:

1. **Building Codes**
  - a. ICC Codes
  - b. National Electric Code
  - c. Wisconsin Administrative Code
  - d. National Fire Code
2. **Industry Standards, Codes, and Specifications**
  - a. AIEE – American Institute of Electrical Engineers
  - b. ANSI – American National Standards Institute
  - c. ASHRAE – American Society of Heating, Refrigeration, and Air Conditioning Engineers
  - d. ASME – American Society of Mechanical Engineers
  - e. ASTM – American Society of Testing Materials
  - f. IPCEA – Insulated Power Cable Engineers Association
  - g. NBS – National Bureau of Standards
  - h. NEMA – National Electrical Manufacturers Association
  - i. NFPA – National Fire Protection Association
  - j. OSHA – Occupational Safety and Health Act
  - k. UL – Underwriters Laboratories
  - l. MSS – Manufacturers Standardization Society
  - m. AISC – American Institute of Steel Construction
  - n. AWS – American Welding Society
  - o. SMACNA – Sheet Metal and Air Conditioning Contractors National Association

## **5. Completion of Work**

The Contractor is fully responsible for seeing that no work necessary to complete the project is inadvertently left out.

## **6. Correction of Work**

Contractor shall correct any work that fails to conform to the requirements of the Agreement where such failure to conform appears during the progress of the work. Contractor shall also remedy any defects due to faulty materials, equipment, or workmanship which appear within a period of one year from the date of Final Payment to the Contractor or within such longer period of time as may be prescribed by law or by the terms of the Agreement with the City.

This requirement applies to work done by subcontractors and direct employees of the Contractor.

## **7. Correction of Work After Final Payment**

Neither the Final Payment on this Agreement by the City nor any other provision in this Agreement shall relieve the Contractor or its Surety of the responsibility for the furnishing and installation of faulty materials or for faulty workmanship which shows up within the period provided by this Agreement, or of the responsibility of remedying such faulty workmanship and materials.

## **8. Cutting and Patching**

The Contractor shall be responsible for all required cutting, and shall make all required repairs thereafter to the satisfaction of the City's Representative. In no case shall the Contractor cut into any major structural element, beam, or column without the written approval of the City's Representative.

## **9. Deduction for Uncorrected Work**

If the City deems it expedient to accept work damaged or not done in accordance with the Agreement, an appropriate deduction from the contract price will be made to reflect the unsatisfactory work.

## **10. Delays**

If the work of Contractor is delayed for any reason, Contractor shall have no claim against the City on that account other than an extension of time.

## **11. Fire Protection**

The Contractor shall provide and maintain an adequate number of hand fire extinguishers and take all other precautions necessary to prevent fires, and shall conform to local Fire Department regulations.

## **12. Labor**

Contractor shall employ none but competent and skilled workmen and foremen in the prosecution of work on this Agreement. The City's Representative shall have the authority to order the removal from the work any Contractor's employee who refuses to or neglects to obey any of its instructions relating to the carrying out of the provisions and intent of the provisions of the Agreement, or who is incompetent, unfaithful, abusive, threatening, or disorderly in his conduct, and any such person shall not again be employed on this project.

## **13. Other Contracts**

The City may award other contracts for additional work at the site of the project. Contractor shall fully cooperate with such other Contractors and carefully fit its own work to that provided under

other contracts as may be directed by the City. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.

#### **14. Public Safety and Convenience**

The Contractor shall conduct its work as to ensure the least possible inconvenience to the general public and to the employees of the City.

#### **15. Sanitary Convenience**

Contractor shall have access to the use of sanitary facilities available to the general public.

#### **16. Superintendence**

The Contractor will give personal superintendence to the work, or have at the site of the work, at all times, a competent foreman, superintendent, or other representative satisfactory to the City having the authority to act for the Contractor.

Insofar as is practicable, and except in the event of discharge by the Contractor or in the event of proven incompetence, the individual who has been accepted by the City's Representative to represent the Contractor shall so act, and shall follow without delay the instructions of the City's Representative in the prosecution of the work in conformity with the Agreement.

#### **17. Use of Job Site**

The Contractor shall confine its equipment, apparatus, the storage of materials, and operations of his workman to the limits indicated by the law, ordinances, permit, or directions of the City's Representative, and shall not encumber the premises with its equipment, apparatus, or materials.

The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety. The Contractor shall observe and enforce the City Representative's instructions regarding signs, advertisements, fires, and smoke.

EXHIBIT 1

BID  
FORM

Sheboygan Police Department  
Access Control and Intercom  
System Upgrade

**Bids Due: 1:00 PM, Thursday October 1, 2020**

To: City of Sheboygan Finance Department  
Attn: Bernard Rammer  
828 Center Ave., Suite 110  
Sheboygan, WI 53081  
Bernard.rammer@sheboyganwi.us

Company Specht Electric Co., Inc.

Address 3212 Wilgus Avenue City Sheboygan Zip 53081

hereby agrees to provide all labor and materials as required for a complete, turn-key door access control and call-box style intercom system that has compatibility with other municipal buildings at various other locations at the pricing herein set forth.

**ACCESS CONTROL and INTERCOM BASE BID**

For the sum of Sixty-one thousand eight hundred eighty-three dollars and  
00/100 cents

\$ 61,883.00

**RECEIPT OF ADDENDA**

The undersigned acknowledges receipt of Addenda numbers -0-

**COMMENCEMENT AND COMPLETION OF CONTRACT WORK**

The undersigned agrees, if awarded the contract, to commence the contract work on or before a date to be specified in a written notice to proceed, and to complete the work within the time stated in the Instructions to Bidders.

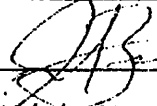
(Firm Name) Specht Electric Co., Inc.

(Telephone) 920-457-7321

(Email) john@spechtelectric.com

(Name of person signing) John Zimmerman

(Title) Estimator

Signature  \_\_\_\_\_

Date 10/1/2020

(Seal, if bid is by a Corporation)

Date: 10/1/2020

End