

*****ATTACHMENTS*****

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution authorizing the appropriate City officials to consent to the assignment of the City's Agreement with Waste Management of Wisconsin, Inc. for residential Refuse and Recyclable Material Transfer and Tipping Service to GFL Environmental, Inc.

REPORT PREPARED BY: Jason Blasiola, Superintendent of Streets & Sanitation

REPORT DATE: September 23, 2020 **MEETING DATE:** September 29, 2020

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS: Waste Management is in the process of acquiring Advance Disposal Service. The Department of Justice requires Waste Management to divestiture some of their locations in the State of Wisconsin. The Waste Management Sheboygan Falls Transfer Station is one of the properties that will be part of the divestiture. Green For Life Environmental, Inc. (GFL) will be taking over the operation of the Sheboygan Falls Transfer Tipping Station. GFL is a publicly-traded Canadian corporation that has locations in 23 States and across Canada. GFL is just now entering the Wisconsin market.

STAFF COMMENTS: The Department of Public Works and Assistant City Attorney Cameron has met with the new Regional Vice President (Midwest) for GFL. He has been the Wisconsin District Manager for Advance Disposal based out the Sheboygan office for the past 14 years. Department staff believes that GFL can provide the same level of service that Waste Management previously provided.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 92-20-21 authorizing the appropriate City officials to consent to the assignment of the City's Agreement with Waste Management of Wisconsin, Inc. for residential Refuse and Recyclable Material Transfer and Tipping Service to GFL Environmental, Inc.

ATTACHMENTS:

- I. Res. No. 92-20-21
- II. GFL Purchase of Certain Customer Contracts from Waste Management

III

Res. No. 92 - 20 - 21. By Alderpersons Dekker and Sorenson.
September 21, 2020.

A RESOLUTION authorizing the appropriate City officials to consent to the assignment of the City's Agreement with Waste Management of Wisconsin, Inc. for Residential Refuse and Recyclable Material Transfer and Tipping Services to GFL Environmental, Inc.

WHEREAS, in January 2020, the City entered into an agreement with Waste Management of Wisconsin, Inc. ("Waste Management") for Residential Refuse and Recyclable Material Transfer and Tipping Services (the "Agreement"); and

WHEREAS, Waste Management, Inc. expects to close on its acquisition of Advanced Disposal Services, Inc. in October 2020; and

WHEREAS, as part of Waste Management, Inc.'s acquisition of Advanced Disposal Services, Inc., Waste Management, Inc. is required to divest some of its assets; and

WHEREAS, one asset that Waste Management, Inc. is divesting as part of this acquisition is its Sheboygan Falls Transfer Station; and

WHEREAS, GFL Environmental, Inc. ("GFL") is expected to purchase the Sheboygan Falls Transfer Station, which is where the City currently deposits its refuse and recyclable material for further processing; and

WHEREAS, it has been proposed that the City's Agreement with Waste Management be transferred to GFL.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to execute the attached Consent to Transfer.

PD

BE IT FURTHER RESOLVED: In recognition that the transfer of the City's Agreement from Waste Management to GFL may necessitate minor operational changes to the process set forth in the Agreement, but which do not materially impact: (1) the City's refuse and recycling operations, (2) the City's compliance with the relevant statutes and regulations regarding refuse and recycling, or (3) the cost to the City under the Agreement, the appropriate City officials may enter into any amendments to the Agreement necessary to reflect those operational changes, so long as the cost of the Agreement does not increase except as has been already approved by the Council.

Dea Debbie

Ben Sus

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

September 16, 2020

Via Hand Delivery, Certified United States Mail and Email

City of Sheboygan, Wisconsin
828 Center Avenue
Sheboygan, Wisconsin 53083
Attention: Meredith DeBruin, City Clerk

Re: GFL Purchase of Certain Customer Contracts from Waste Management

Dear Valued Customer:

We are writing to you in connection with your Agreement, dated as of January 1, 2020 (the "Agreement"), with Waste Management of Wisconsin, Inc.

We are excited to announce that on June 24, 2020, Waste Management, Inc. (together with its affiliates and subsidiaries "WM") and Advanced Disposal Services, Inc. (together with its affiliates and subsidiaries "ADS") agreed to sell certain of their respective assets to affiliates of GFL Environmental Inc. (together with its affiliates and subsidiaries "GFL") (such sale, the "Transaction"), following the closing of WM's acquisition of ADS. In connection with and conditioned upon the closing of the Transaction, it is contemplated that GFL will acquire the Agreement by way of an assignment of the Agreement by WM to GFL (the "Agreement Transfer") in connection with GFL's acquisition of the Sheboygan Falls Transfer Station. We anticipate that the Transaction will close and the Agreement Transfer will be effective in the third quarter of 2020, assuming all conditions to the Transaction closing are satisfied or waived by WM/ADS and GFL.

We are certain that GFL will continue to meet the high service standards you have come to expect from dealing with WM.

We and GFL are coordinating the transition of the business to ensure there is no disruption in your service. There will be no changes to the terms of the Agreement, including, service levels, pricing or similar terms, as a result of the Transaction and the Agreement Transfer. Over the longer term, the Sheboygan Falls Transfer Station and the WM equipment used to service your account will be rebranded to reflect the GFL name, logos, colors, and service marks. A change of this size will take time to complete, but you should start to see these changes during calendar year 2020. We expect that GFL will be in touch with you directly following the Transaction closing to provide you with additional information including where to remit payments under the Agreement following the Closing.

We would ask that you please return a countersigned copy of this letter to me by email at the email address below at your earliest convenience. By signing this letter, you consent to the Agreement Transfer and agree that the Agreement Transfer will not result in a breach of, or default under, the Agreement and, notwithstanding the Agreement Transfer and the Transaction

closing, the Agreement will survive and continue in full force and effect without any further action by you or the WM Entity. Your consent will be effective as of the date of your signature, and is contingent upon the Transaction closing, such that if the Transaction does not close or if the Agreement is terminated per its terms, this letter will not have any effect and will be void.

Please reach out to me personally or your usual contact at WM with any questions you may have regarding the Agreement Transfer. On behalf of all of us at WM, thank you for your business.

Very truly yours,

Paul Copeland
Area Sales Director
(262) 250-8708
pcopelan@wm.com

CC: Tom Beaulieu
Area Vice President
(262) 250-8702
tbeaulie@wm.com

Troy Hanson
Market Area General Manager
(612) 508-3652
thanson@wm.com

Micah Hamstra
Senior Legal Counsel
(312) 533-5268
mhamstra@wm.com

Kristen Ford
Senior Legal Counsel
kford@wm.com

City of Sheboygan, Wisconsin

By: _____
Name: _____
Title: _____

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 the Sheboygan Five-Year Restoration Plan.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: September 22, 2020

MEETING DATE: September 29, 2020

FISCAL SUMMARY:

Budget Line Item: 60533150-631500
Budget Summary: Storm Water
Management Fund
Budget Expenditure: \$50,000.00
Budgeted Revenue: N/A

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS: Due to the high water levels and recent powerful winter storms the last several years, the Sheboygan area Lake Michigan shoreline has seen significant beach and bluff erosion. This erosion has caused concern for infrastructure, private property, public amenities, and coastal habitats. City staff has identified eleven sites at this time that need to be addressed and prioritized for existing erosion due to the water levels and winter storms, as stated above.

STAFF COMMENTS: The Department of Public Works is currently and has been working since 2019 with Foth Infrastructure and Environment LLC to stabilize the southside shoreline of Lake Michigan, where the City has an existing sanitary interceptor sewer along the shoreline. Based on the consultant's qualifications and experience, City staff felt that Foth Infrastructure and Environment, LLC is the most qualified to work with City staff for the other eleven identified sites throughout the City.

ACTION REQUESTED: Motion to recommend the Common Council adopt Resolution 96-20-21 authorizing the appropriate City Officials to enter into a contract with Foth Infrastructure and Environment, LLC, for the Sheboygan Five-Year Restoration Plan.

ATTACHMENTS:

- I. Res. No. 96-20-21
- II. Agreement for services.
- III. Shoreline Restoration Plan



Proposal

Title/Header



Client Name
Shoreline Restoration Plan

Location
City of Sheboygan, Wisconsin

Month/Year
August 18, 2020





Lincoln Center II
2514 South 102nd Street, Ste. 278
West Allis, WI 53227
(414) 336-7900
www.foth.com

August 18, 2020

Mr. Ryan Sazama, PE, AIA
City Engineer
Department of Public Works
City of Sheboygan
2026 New Jersey Avenue
Sheboygan, WI 53081

RE: Proposal for City of Sheboygan Five-Year Shoreline Restoration Plan

Dear Ryan,

Thank you for the opportunity to provide this scope of work and budget for planning shoreline mitigation and protection actions at eleven sites throughout the City. Based on our recent site visits, we feel we have a good understanding of your needs, are confident in our ability to provide the services you desire, and have assembled an experienced team of experts to develop the most technically-sound, cost-effective, long-term solutions to shoreline degradation issues throughout the City.

Shorelines are a major feature in the City, providing both a valuable setting for land use and recreation, and performing important ecological functions. Erosion is a naturally occurring process, and Lake Michigan's shoreline is continually changing shape in response to it. The lake is at near-record-high levels, and waves frequently attack the coastline. The Sheboygan-area Lake Michigan shoreline has already seen significant beach and bluff erosion as a result of recent powerful winter storms, especially evident at the eleven (11) locations observed by the Foth team on June 16, 2020. This erosion has caused concern for infrastructure, private property, public amenities, and coastal habitats, as well as for the safety of the City's residents and visitors.

To address shoreline erosion, the City is interested in developing shoreline management goals that promote restoration of impaired shoreline functions and a real and meaningful strategy to implement restoration objectives. Foth has assembled a skilled project team who are committed to help you realize these goals through development of a planning report ("Shoreline Restoration Plan"). This Shoreline Restoration Plan (Plan) will be used as a guide for improving shoreline function in each of the identified degraded areas in the City along Lake Michigan.

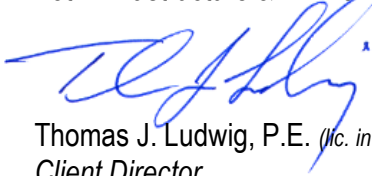
Mr. Ryan Sazama, PE, AIA
City of Sheboygan
August 18, 2020
Page 2

Foth's Scope of Work, schedule and budget to prepare the Plan are provided in the attached Scope of Work document. The Foth Team has the experts to complete these projects, along with supporting future needs for implementation of shoreline improvements. If our scope of work and budget meet with your approval, please indicate your acceptance by notifying Tom Ludwig of Foth, Tom.Ludwig@Foth.com, or (414) 313-3784.

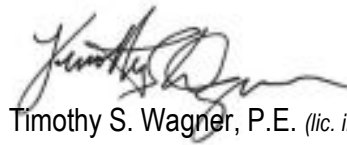
We look forward to working with you on these important City shoreline infrastructure projects.

Sincerely,

Foth Infrastructure & Environment, LLC



Thomas J. Ludwig, P.E. (lic. in WI)
Client Director



Timothy S. Wagner, P.E. (lic. in IA, MN, MI, WA, WI)
Lead Environmental Engineer

Attachment: Scope of Work

**City of Sheboygan
Shoreline Restoration Plan
Scope of Work
August 18, 2020**

The purpose of Sheboygan's Shoreline Restoration Plan (Plan) is to:

- ◆ Identify restoration goals and objectives;
- ◆ Identify existing programs, plans and policies that contribute to shoreline restoration;
- ◆ Prioritize degraded areas; and
- ◆ Provide a strategy for implementation of the Plan.

Additionally, this document will be intended as a basis for partnership between the City of Sheboygan (City) and its citizens, businesses, property owners, governmental entities, and non-governmental organizations. The Plan will aim to ensure conservation, protection, enhancement and proper management of natural resources and shoreline, while providing for a balanced pattern of development and the needs of the City's citizens.

The following eleven (11) sites will be addressed in the Plan. Sites 2, 3, and 9 are considered high priority. See Figure 1 (attached) for site locations.

- ◆ Site 1: Lake View Park
- ◆ **Site 2: King Park**
- ◆ **Site 3: Blue Harbor**
- ◆ Site 4: Yacht Club
- ◆ Site 5: Sheboygan Point South
- ◆ Site 6: Sheboygan Point North
- ◆ Site 7: 2745 Highland Terrace
- ◆ Site 8: 3333 N 6th Street
- ◆ **Site 9: City Outfall**
- ◆ Site 10: 3619 N 6th Street (Sargento)
- ◆ Site 11: 506 Grand Avenue

Task 1: Kick-Off Meeting

Foth will coordinate a project team kick-off meeting, including key Foth members and City staff. Other stakeholders, such as adjacent homeowners, may be included, if requested by the City. We will explain and confirm first steps, goals, and discuss any initial known hurdles to overcome during the Shoreline Restoration Planning process. City staff will be asked to identify critical aspects of the project and share their knowledge of the targeted shoreline areas. The intent of the kick-off meeting is to align all key project members on the project's goals, priorities, schedule, and preferred communication methods and frequency.

Task 2: Wisconsin DOA Coastal Management Grant Application

The Wisconsin Department of Administration (DOA) administers Wisconsin Coastal Management Program (WCMP) grants through funding provided under the Coastal Zone Management Act of 1972. Approximately \$1.5 million of WCMP grants will be available for activities including coastal resource and community planning. Projects that can demonstrate a high degree of impact on Great Lakes coastal resources as

described in the Application Form will be given a higher priority. Grant applications for 2021-2022 are due Friday, November 2, 2020.

The Foth team will prepare a WCMP grant application, in coordination with the City, to fund the shoreline restoration planning effort. Foth will prepare and compile all required materials and submit the application on or before the November 2 deadline, with the City's approval. WCMP Grant projects with a total budget of \$60,000 or less require a 50% match. Projects with a total budget larger than \$60,000 require a 60% match. Federal funds may not be used as a match for WCMP Grants. Projects selected for funding are expected to be announced in March 2021.

Task 3: Shoreline Condition Evaluation

A preliminary assessment of shoreline conditions at each location was performed on June 16, 2020. Verification of the condition of all shoreline areas to be addressed in the Plan will be required. Conditions will be evaluated through in-person observation and review of available relevant materials. These may include, but are not limited to, land surveys, bathometric surveys, geotechnical data, cultural resource reports, hazardous materials data, and historical photographs and videos. If existing materials are insufficient to evaluate the current shoreline conditions, the Foth team will coordinate with the City to obtain the necessary information through supplemental investigation and/or analyses.

Access to portions of the shoreline will be a challenge, and some shoreline areas will likely need to be tackled from both the land and water. We will work closely with City staff to obtain drone footage and other materials to evaluate areas where access is limited.

Observations and materials will be reviewed and discussed with the City in great detail. This information will be used to evaluate the shoreline restoration options in the planning document.

Task 4: Analyzing the Options & Long-Term Plan Development

Once existing conditions are evaluated, the project team will analyze potential shoreline restoration options and develop a long-term strategy to carry them out over a timeline acceptable to the City and stakeholders. These will be summarized in the unified management Plan designed to protect, restore, and enhance shoreline areas at each of the 11 identified locations in the City. The Plan will emphasize infrastructure, private property, public amenities, coastal habitats, and safety and access for the City's residents and visitors.

Shorelines in their natural state are evolving, changing systems with a shoreline edge that constantly moves and adjusts to seasonal shifts as well as storm events. Such movement conflicts sharply with the inherent human need for stable and fixed boundaries (such as property lines). At each of the 11 identified sites to be addressed in this project, restoration strategies are likely to vary according to land use and other factors. Structural approaches will tend to remain the solution of choice along urbanized shoreline edges, except where opportunities for set-back or managed retreat exist and, therefore, enable incorporation of natural feature components. The Plan will include preliminary engineering to stabilize dunes and enhance existing natural features in some areas. The research will contain habitat restoration plans for re-vegetation in some shoreline areas to re-establish native flora. It will also include engineering that focuses on shoreline protection to prevent further erosion from rising lake levels. Ultimately, the effort will guide how to create, restore, manage, and maintain local shoreline areas along Lake Michigan.

The following will be key elements for the shoreline restoration planning process:

- ◆ Establish overall goals and priorities for restoration of degraded areas and impaired ecological function;
- ◆ Identify existing and ongoing projects and programs that are currently being implemented which are designed to contribute to local restoration goals (such as capital improvement programs and watershed planning efforts);
- ◆ Identify timelines and benchmarks for implementing restoration projects and programs and achieving local restoration goals;
- ◆ Provide for mechanisms or strategies to ensure that restoration projects and programs will be implemented according to plans, and appropriately review the effectiveness of the projects and programs in meeting the overall restoration goals (e.g., monitoring of restoration project sites);
- ◆ Identify additional projects and programs needed to achieve local restoration goals and implementation strategies, including identifying prospective funding sources for those projects and programs.

Restoration planning efforts along Sheboygan's shorelines will be guided by the following overarching goals:

- ◆ Improve shoreline water quality;
- ◆ Re-establish and restore natural shoreline processes, restore degraded and lost habitat, and wildlife corridors;
- ◆ Restore and improve opportunities for coastal recreational activities;
- ◆ Restore and protect lakefront developments from the effects of erosion;
- ◆ Improve connectivity of the shoreline environments to one another; and
- ◆ Promote shoreline stewardship.

The Plan will help the City identify the level of protection needed to preserve and restore natural or engineered habitats on specific sites. The City and project proponents may use Plan information to prioritize the types and locations for restoration and mitigation actions. Other conservation and restoration groups or agencies could also use the identified goals, objectives, and opportunities to guide their actions.

Task 5: Funding Strategy

Restoration planning relies on voluntary mechanisms (rather than regulatory provisions), economic incentives, and varied funding sources that can contribute to the improvement of ecological functions. It is likely certain elements of the Plan's recommended actions will qualify for grant funding. The Foth team will develop a funding strategy for the proposed actions, as applicable. Local, state, and federal funding opportunities that align with the project goals will be identified and evaluated. Well-aligned opportunities will be summarized in a funding matrix document and provided to the City. Ultimately, once the comprehensive restoration plan is complete, the collaborating parties will seek to leverage funds from multiple sources for implementation of the restoration strategies.

Schedule

The project Kick-Off Meeting may be scheduled at the City's earliest convenience. The project schedule will be discussed and mutually agreed upon during the Kick-Off Meeting. We can commence project tasks on a portion, or all, of the project sites immediately if the City desires; however, fees incurred prior to grant approval will not be eligible as grant funding or the City's match.

WCMP grant applications are due November 2, 2020. Project tasks funded by a WCMP grant, if awarded, are subject to the grant program timeline. The active 2021-2022 period will be July 1, 2021 through June 30, 2022. All costs eligible for grant funding must be incurred during this same time period.

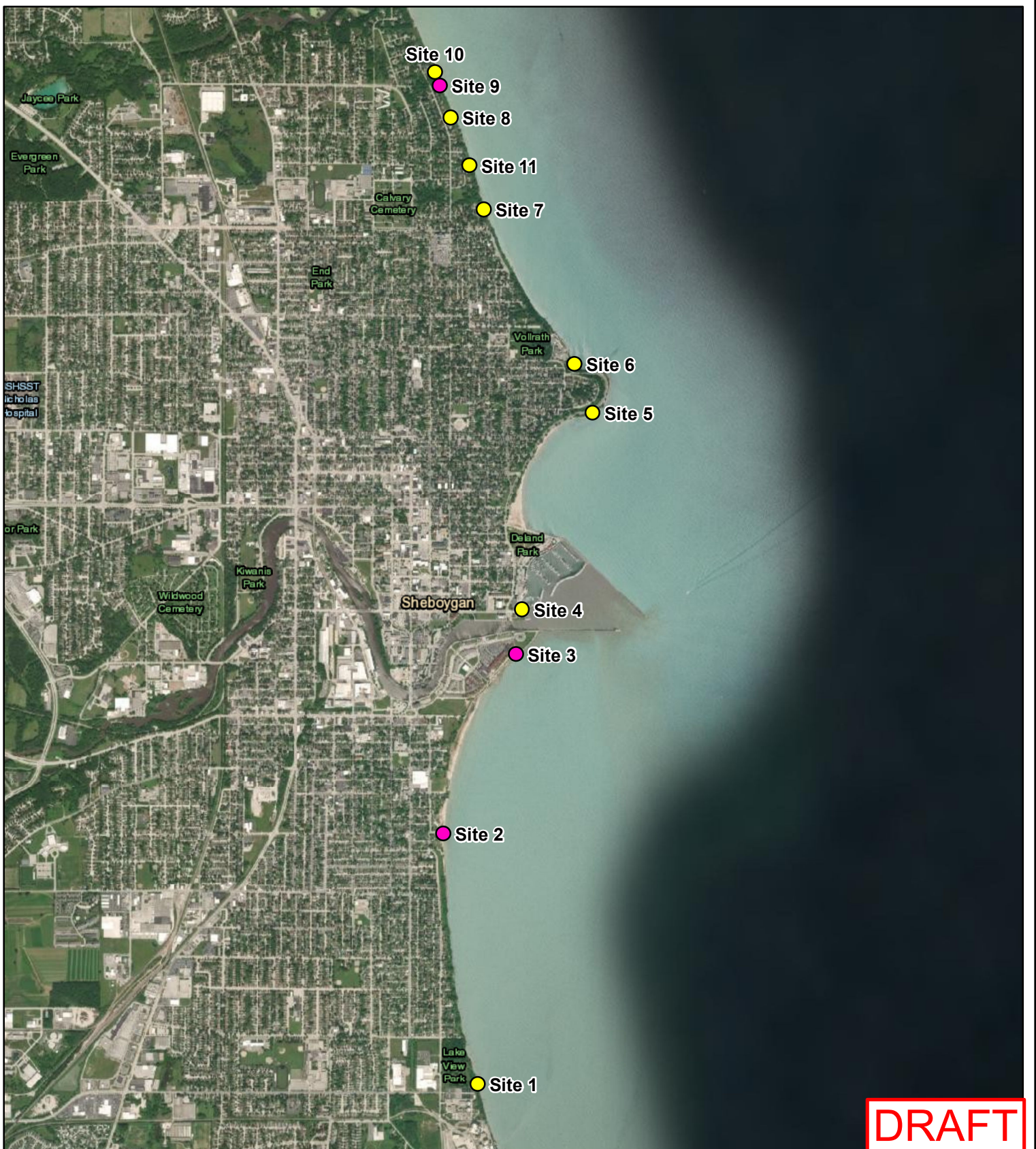
Fees

Foth will provide the services proposed in our Scope of Work on a time and materials basis for an estimated cost as shown in the table below:

Task	Estimated Fee
Task 1: Kick-Off Meeting	\$4,600-5,800
Task 2: Wisconsin DOA Coastal Management Grant Application	\$5,000-\$5,600
Task 3: Shoreline Condition Evaluation	\$10,000-\$10,800
Task 4: Options Analysis & Long-Term Plan Development	\$19,000-\$22,000
Task 5: Funding Strategy	\$4,800-\$5,200
TOTAL RANGE	\$43,400-\$49,400

Assumptions

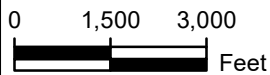
In light of recent global events, labor shortages or supply chain disruptions resultant from epidemic or pandemic events (e.g. the Covid-19 outbreak) are specifically to be considered grounds constituting a force majeure condition. Labor shortages and inefficiencies, delays, escalation, or cost impacts resulting from labor shortages or supply chain disruptions associated with such an event shall be considered grounds for a changed condition event and shall afford Foth the opportunity for schedule and cost relief associated with such an event notwithstanding any express language in the Agreement to the contrary.



DRAFT

LEGEND

- Priority Shoreline Restoration Locations
- Shoreline Restoration Locations



CITY OF SHEBOYGAN

FIGURE 1

SHEBOYGAN SHORELINE RESTORATION PLAN SITES
SHEBOYGAN, WISCONSIN

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information and data used for reference purposes only.

Date: AUGUST 2020

Revision Date:

Drawn By: DAT

Checked By: KCC

Project: 02SAAPRT



Lincoln Center II • 2514 South 102nd Street •
Suite 278
West Allis, WI 53227
(414) 336-7900 • Fax: (414) 336-7901
www.foth.com

III

DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE

Res. No. 96 - 20 - 21. By Alderpersons Dekker and Sorenson.
September 29, 2020.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract with Foth Infrastructure and Environment, LLC for the Sheboygan Five-Year Restoration Plan.

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 the Sheboygan Five-Year Restoration Plan.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds, not to exceed \$50,000, from the Storm Water Management Fund (Account # 60533150-631500).

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

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"): Shoreline Restoration Plan

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 and as further described in the Shoreline Restoration Plan Proposal in Exhibit A:

Create a Shoreline Restoration Plan to:

- Identify restoration goals and objectives
- Identify existing programs, plans and policies that contribute to shoreline restoration
- Prioritize degraded areas
- Provide a strategy for implementation of the Plan

Additionally, this document will be intended as a basis for partnership between the City of Sheboygan (City) and its citizens, businesses, property owners, governmental entities, and non-governmental organizations. The Plan will aim to ensure conservation, protection, enhancement and proper management of natural resources and shoreline, while providing for a balanced pattern of development and the needs of the City's citizens.

The following eleven (11) sites will be addressed in the Plan. Sites 2, 3, and 9 are considered high priority.

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- Site 10: 3619 N 6th Street (Sargento)
- Site 11: 506 Grand Avenue

Phase	Estimated Fee
1 Kick-Off Meeting	
2 Wi DOA Coastal Manag. Grant Application	
3 Shoreline Condition Evaluation	
4 Options Analysis & Long-Term Plan Dev.	
5 Funding Strategy	
Total Estimated Engineering Fee Range	\$43,400 - \$49,400

Schedule: The project Kick-Off Meeting may be scheduled at the City's earliest convenience. The project schedule will be discussed and mutually agreed upon during the Kick-Off Meeting. Further schedule details are described in Exhibit A.

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 range and described further in Exhibit A.**Special Conditions (if any):**


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

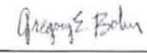
IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

CLIENT

Signed: _____
 Name (printed): _____
 Title: _____
 Date: _____

CONSULTANT

Signed:  _____
 Name (printed): Thomas J. Ludwig
 Title: State Operations Director
 Date: September 22, 2020

Signed:  _____
 Name (printed): Gregory E. Bolin
 Title: Senior Project Manager
 Date: September 22, 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.

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A request from a city resident/parent to install a DEAF CHILD AREA sign on White Pine Lane near the intersection of Pine Bluff Drive and White Pine Lane.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: September 25, 2020 **MEETING DATE:** September 29, 2020

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS: The Department of Public Works received a request from the homeowner/parent at 2048 Pine Bluff Lane to install a sign stating DEAF CHILD AREA. I have attached the email sent to DPW for this request.

STAFF COMMENTS: In the past DPW has supported informational signage such as this if the request is from the parents. The parents have requested this signage therefore DPW supports the request.

ACTION REQUESTED: For discussion purposes and possible action.

ATTACHMENTS:

- I. Email