

Res. No. 15 - 22 - 23. By Alderpersons Dekker and Perrella. May 16, 2022.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Bodart Electric Service, Inc. for the construction of the Sheboygan CMAQ Signal Improvements.

WHEREAS, the City of Sheboygan has advertised for bids to construct the Sheboygan CMAQ Signal Improvements (the "Project"); and

WHEREAS, one bid was received in response to that advertisement; and

WHEREAS, the low bid was from Bodart Electric Service, Inc. for \$869,822.75; and

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

WHEREAS, pursuant to Res. No. 486-93-94, a Declaration of Official Intent to reimburse expenditures related to the Project has been completed.

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



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

Account	#40033140-631200	(Street	Improvements)	\$481,062.75	
Account	#48033140-631200	(Street	Improvements)	\$388,760.00	
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Dated _				-		 _, City	r Cle	erk
Approve	ed		 20 .				Mar	yor

				PI	ROJECT MANUAL
CITY OF SHEBOYGAN	Engineering Division	Document Title:	Agreement		
PUBLIC WORKS	2026 New Jersey Ave Sheboygan, WI 53081	Section:	00 52 00		
	Shebbyyan, wi 55061	Bid Number:	2463-22	Page:	1 of 7

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

THIS AGREEMENT is by and between	City of Sheboygan	("Owner") and
Bodart Electric Service, Inc.		("Contractor")
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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: municipal street and utility construction.

ARTICLE 2 - THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Project ID 4291-00-71 Taylor Drive Traffic Flow Improvement, Superior Ave to Indiana Ave; Project ID 4640-01-72 STH 28 Traffic Flow Improvement, North Avenue to Indiana Avenue; and Project ID 4650-02-71 STH 26 Traffic Flow Improvement, South Taylor Drive North 9th Street, City Bid Number: 2463-22
- 2.02 City of Sheboygan Resolution: {Resolution Number}

ARTICLE 3 - ENGINEER

- 3.01 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.
- 3.02 The Designer of the project is JT Engineering, Inc.

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 completed on or before November 1, 2022 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.
- 4.03 Liquidated Damages
 - A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. 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

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requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

- 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.
- 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.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

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.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

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 Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) as stated in Contractor's Bid, attached hereto as an exhibit.
 - B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

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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 the third Wednesday of the 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.
 - 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
 - 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.

6.04 Interest

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

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - Bonds:

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- a. Performance.
- b. Payment bond.
- 3. Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
- 4. Drawings as listed in the table of contents of the drawings (copy of list attached and incorporated by reference).
- 5. Addenda (not attached but incorporated by reference)
 - None.
- 6. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid consisting of 1 page.
- 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.
- 8. All other federal requirements related to this project, which may not be attached but are incorporated by reference, including but not limited to:
 - a. Federal labor Provisions (HUD 4010)
 - b. Federal Wage Determinations
 - c. Affirmative Action Requirements
 - d. Equal Opportunity Clause
 - e. Contract requirements as identified in section 00 43 43
- B. The Contract Documents listed in Paragraph 7.01.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 7.
- The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8 - ARTICLE 8-REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - Contractor has examined and carefully studied the Contract Documents, including Addenda

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- Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
- 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
- Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
- 6. 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 Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
- 7. 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.
- 8. 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.
- Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- 10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 11. 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.

8.02 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 8.02:
 - "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

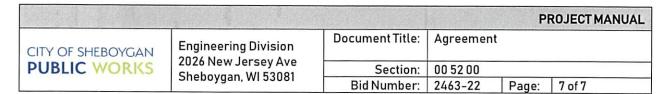
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- "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
- "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
- "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.

8.03 Standard General Conditions

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), 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 Agree	ement will be effective on	_ (which is the Effe	ective Date of the Contract).
OWNER:		CONTRA	CTOR:
City of Sh	neboygan	Bodart E	<u>lectric Service, Inc.</u>
Ву:		Ву:	
Nama	(signature)	N	(signature)
Name, Title:	Ryan Sorenson, Mayor	Name, Title:	(printed)
Date:		Date:	
Attest:		joint ven	actor is a corporation, a partnership, or a ture, attach evidence of authority to
Ву:		<i>sign.)</i> Address	for giving notices:
Name,	(signature)		
Title:	Meredith DeBruin, City Clerk		
Date:			
Signatur	es authorized pursuant to Res21-22.		
	for giving notices:		
100000000000000000000000000000000000000	eboygan – Engineering Division v Jersey Avenue		
	an, WI 53081		
Approved	d as to form and Execution:		
Ву:			
	(signature)		
Name, Title:	Charles C. Adams, City Attorney		
Date:			

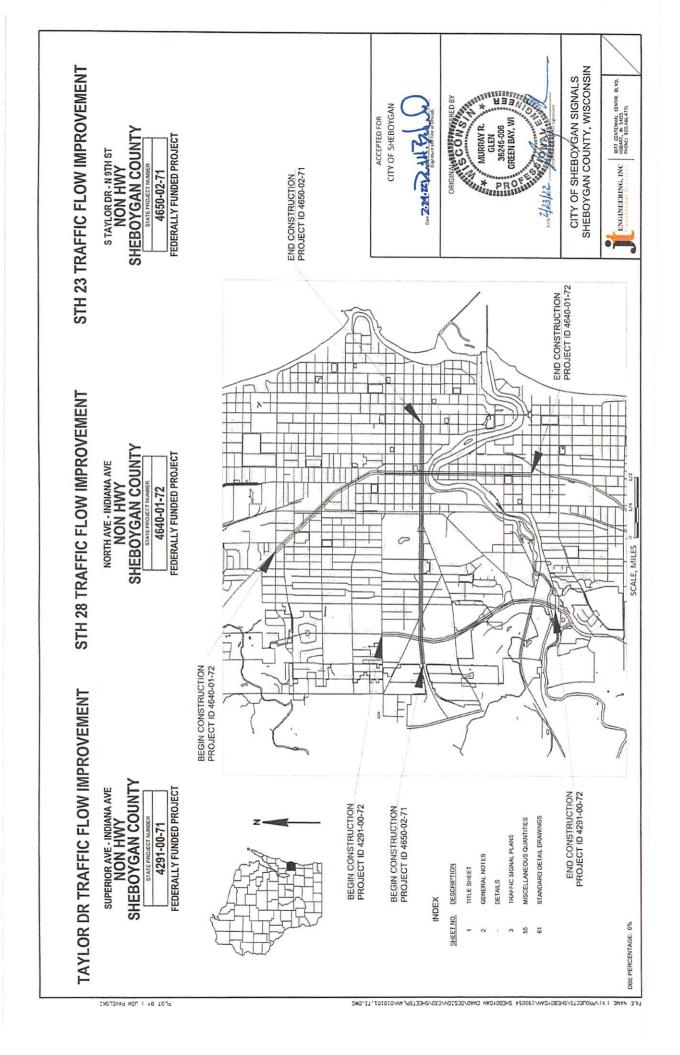
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Project ID 4291-00-71 Taylor Dr Traffic Flow Impr. Superior Ave to Indian Ave Project ID 4640-01-72 STH 28 Traffic Flow Impr. North Ave to Indian Ave Project ID 4650-02-71 STH 23 Traffic Flow Impr. South Taylor Dr – North 9th St

SECTION	TITLE	Pages
00 00 00	PROCUREMENT AND CONTRACTING REQUIREMENTS	
	Introductory Information	
00 01 01	Cover	1
00 01 10	Table of Contents	2
	Procurement Requirements	
00 11 13	Advertisement for Bids	2
00 21 13	Instructions for Bidders	10
00 41 43	Bid Form	4
00 41 44	Unit Price Worksheet	1
00 41 44.1	Quest Unit Price Worksheet	1
00 42 13	Bid Bond	2
00 43 43	Federal Requirements	1
	Supplemental Contract Special Provisions - Projects w/ Federal Aid	2
	Federal Wage Rate Sheets	17
	Executive Order 11246	2
	Commitment to Subcontract to DBE - DT1880	2
•	Commitment to Subcontract to DBE – Attachment A	1
	Buy America Certifications	1
	Buy America Provision	1
	Cargo Preference Act	1
	ASP-3	33
	Required Contract Provision – FHWA 1273	11
	FHWA 1273 – Attachment A	1
	Certification Regarding Debarment, Suspension, and Other Matters	2
	Additional Federal-Aid Provisions	1
	Proposal Requirements & Conditions	2
00 45 13	Bidder's Proof of Responsibility	5
00 45 20	Non-Collusion Affidavit - Subcontractor	1
00 45 50	List of Subcontractors	1
	Contracting Requirements	
00 52 00	Agreement	7
00 55 00	Notice to Proceed	1
00 61 13	Performance Bond Form	4
00 61 14	Payment Bond Form	4
00 62 11	Submittal Cover	1
00 62 76	Application for Payment	2
00 63 13	Request for Information	1
00 63 63	Change Order Form	2
00 65 16	Certificate of Substantial Completion	1
00 65 18	Contractor's Affidavit of Compliance Certification and Release	1
00 65 19	Consent of Surety to Final Payment	1
00 72 00	Standard General Conditions of the Construction Contract - 2018	76

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00 73 00	Supplementary Conditions	13
	General Requirements	
01 11 00	Summary of Work	2
01 14 00	Work Restrictions	5
01 43 00	Quality Assurance	2
01 57 19	Temporary Environmental Controls	2
01 64 00	City Furnished Products	2
01 78 00	Closeout Requirements	2
01 78 19	Project Record Requirements	2
	SPECIAL PROVISIONS	12
	ASP-4	1
	ASP-6	10
		I



Continue Title	Line how	lian e l					ric Service, Inc
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
COS		204 0455					
	1 2		Removing Concrete Sidewalk	SY	25	\$50.00	\$1,250.00
	3		Removing Concrete Bases	EACH	8	\$250.00	\$2,000.00
	4		Concrete Sidewalk 5-Inch	SF	220	\$20.00	\$4,400.00
	5		Mobilization	EACH	3	\$30,500.00	\$91,500.00
	6		Posts Tubular Steel 2x2-Inch X 11-FT	EACH	1	\$275.00	\$275.00
			Signs Type II Reflective H	SF	10.25	\$30.00	\$307.50
	7		Signs Type II Reflective F	SF	14.14	\$35.00	\$494.90
	9		Moving Signs Type II	EACH	2	\$250.00	\$500.00
			Removing Signs Type II	EACH	2	\$250.00	\$500.00
	10		Conduit Rigid Nonmetallic Schedule 40 2-Inch	LF	130	\$10.00	\$1,300.00
	11		Conduit Rigid Nonmetallic Schedule 40 3-Inch	LF	80	\$12.00	\$960.00
	12		Conduit Special 2-Inch	LF	75	\$30.00	\$2,250.00
	13		Removing Pull Boxes	EACH	2	\$250.00	\$500.00
	14		Pull Boxes Non-Conductive 24x42-Inch	EACH	3	\$1,750.00	\$5,250.00
	15		Concrete Bases Type 2	EACH	5	\$975.00	\$4,875.00
	16		Concrete Control Cabinet Bases Type 9 Special	EACH	3	\$1,750.00	\$5,250.00
	17		Cable Traffic Signal 5-14 AWG	LF	11580	\$1.82	\$21,075.60
	18		Cable Traffic Signal 7-14 AWG	LF	4475	\$2.02	\$9,039.50
	19		Cable Traffic Signal 12-14 AWG	LF	23175	\$2.99	\$69,293.25
	20		Cable Traffic Signal 15-14 AWG	LF	2340	\$4.25	\$9,945.00
	21	655.028	Cable Traffic Signal 19-14 AWG	LF	410	\$4.75	\$1,947.50
	22		Electrical Wire Traffic Signals 10 AWG	LF	25090	\$0.95	\$23,835.50
	23	655.0305	Cable Type UF 2-12 AWG Grounded	LF	7265	\$1.60	\$11,624.00
	24	657.0255	Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	EACH	7	\$450.00	\$3,150.00
	25	657.031	Poles Type 3	EACH	7	\$2,995.00	\$20,965.00
	26	657.0315	Poles Type 4	EACH	2	\$1,822.00	\$3,644.00
	27	657.0585	Trombone Arms 15-FT	EACH	1	\$1,340.00	\$1,340.00
	28	657.059	Trombone Arms 20-FT	EACH	1	\$1,431.00	\$1,431.00
	29	657.0715	Luminaire Arms Truss Type 4 1/2-Inch Clamp 15-FT	EACH	2	\$570.00	\$1,140.00
	30	658.0173	Traffic Signal Face 3S 12-Inch	EACH	7	\$680.00	\$4,760.00
	31	658.0412	Pedestrian Signal Face 12-Inch	EACH	2	\$935.00	\$1,870.00
	32	658.0416	Pedestrian Signal Face 16-Inch	EACH	2	\$505.00	\$1,010.00
	33	670.01	Field System Integrator	LS	3	\$4,195.00	\$12,585.00
	34	670.02	ITS Documentation	LS	3	\$4,195.00	\$12,585.00
	35	678.05	Communication System Testing	LS	3	\$4,195.00	\$12,585.00
	36		Fiber Optic Termination	EACH	68	\$200.00	\$13,600.00
	37	SPV.0060.01	Salvage and Reinstall Existing Signal Equipment on New Pole	EACH	1	\$2,750.00	\$2,750.00
	38	SPV.0060.02	Radio Antenna	EACH	15	\$4,750.00	\$71,250.00
	39	SPV.0060.03	Ethernet Switch	EACH	25	\$2,295.00	\$57,375.00
	40	SPV.0060.04	Fiber Optic Termination Panel	EACH	18	\$1,495.00	\$26,910.00
	41	SPV.0060.05	Install Traffic Signal Control Cabinet	EACH	19	\$3,750.00	\$71,250.00
	42	SPV.0060.06	Install Gridsmart Video Detection System	EACH	18	\$3,750.00	\$67,500.00
		SPV.0060.07	Intall Extra Gridsmart Video Detection Camera	EACH	2	\$3,750.00	\$7,500.00
		SPV.0060.08	Removing Traffic Signal Unit	EACH	5	\$1,750.00	\$8,750.00
	45	SPV.0090.01	Procure and Install Fiber Optic Cable Outdoor Plant 6-Ct	LF	26400	\$4.00	\$105,600.00
			Traffic Control - Taylor Dr Corridor	LS	1	\$26,500.00	\$26,500.00
			Traffic Control - 14th St Corridor	LS	1	\$24,000.00	\$24,000.00
			Traffic Control - STH 23 Corridor	LS	1	\$24,000.00	\$24,000.00
			Erosion Control & Restoration - Taylor Dr Corridor	LS	1	\$5,800.00	\$5,800.00
		SPV.0105.05	Erosion Control & Restoration - 14th St Corridor	LS	1	\$5,800.00	\$5,800.00
			Erosion Control & Restoration - STH 23 Corridor	LS	1	\$5,800.00	\$5,800.00
Total	J1 .	31 4.0103.00	Erosion Control & Nestoration - 3111 23 Corridor		1	\$3,800.00	\$869,822.75