


PROJECT MANUAL					
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	C25-10	Page:	1 of 7
		Foth Project:	24S042.00	Date:	April 2025

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

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and
Mashuda Contractors ("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: 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: Gartman Property Phase Bid Package 1, City of Sheboygan

ARTICLE 3 – ENGINEER

- 3.02 The part of the Project that pertains to the Work has been designed by Foth Infrastructure & Environment, LLC within review by the City of Sheboygan.
- 3.03 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.

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 June 1, 2026 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 *Milestones*

- A. Milestone 1.

Milestone 1 must be completed on or before October 15, 2025: full construction of Gartman Pond A and Pond B; Gartman onsite excavation/fill/compaction and offsite fill/compaction as indicated on sheet C2.00; seasonal stabilization of all disturbed areas; stop work over winter.

4.04 *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

PROJECT MANUAL				
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement	
		Section:	00 52 00	
		Bid Number:	C25-10	Page: 2 of 7
		Foth Project:	24S042.00	Date: April 2025

proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):


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

4.05 *Special Damages*

- C. 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.
- D. 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 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.

PROJECT MANUAL				
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement	
		Section:	00 52 00	
		Bid Number:	C25-10	Page: 3 of 7
		Foth Project:	24S042.00	Date: April 2025

- 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.

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.

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.

6.04 *Interest*

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

PROJECT MANUAL				
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement	
		Section:	00 52 00	
		Bid Number:	C25-10	Page: 4 of 7
		Foth Project:	24S042.00	Date: April 2025

ARTICLE 7 – CONTRACT DOCUMENTS


7.01 *Contents*

- A. The Contract Documents consist of the following:
 1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 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)
 - a. Number 1.
 - b. Number 2.
 6. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid consisting of 1 Page.
 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 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.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

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:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. 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.

PROJECT MANUAL				
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement	
		Section:	00 52 00	
		Bid Number:	C25-10	Page: 5 of 7
		Foth Project:	24S042.00	Date: April 2025

3. 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.
5. 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.
9. 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.

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:
 1. "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;
 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


PROJECT MANUAL				
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement	
		Section:	00 52 00	
		Bid Number:	C25-10	Page: 6 of 7
		Foth Project:	24S042.00	Date: April 2025

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.

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)

PROJECT MANUAL					
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	C25-10	Page:	7 of 7
		Foth Project:	24S042.00	Date:	April 2025

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:

(Signatures authorized pursuant to Res. ____-25-26)

City of Sheboygan

By:

(signature)

Name, Title:

Ryan Sorenson, Mayor

Date:

Attest:

By:

(signature)

Name, Title:

Meredith DeBruin, City Clerk

Date:

Address for giving notices:

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

Approved by:

(signature)

Name, Title: Evan Grossen, Deputy Finance
Director/Comptroller

Date:

Approved as to form and Execution by:

(signature)

Name, Title: City Attorney

Date:

CONTRACTOR:

Mashuda Contractors

By:

(signature)


Name, Title:

_____ (printed)

Date:


(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Address for giving notices:

PROJECT MANUAL				
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Table of Contents	
		Section:	00 01 10	
		Bid Number:	C25-10	Page: 1 of 2
		Foth Project:	24S042.00	Date: April 2025

Gartman Property Bid Package 1
City of Sheboygan

SECTION	TITLE	Pages
00 00 00	PROCUREMENT AND CONTRACTING REQUIREMENTS	
	Introductory Information	
00 01 01	Cover	1
00 01 10	Table of Contents	5
	Procurement Requirements	
00 11 13	Advertisement for Bids	7
00 21 13	Instructions to Bidders	9
00 41 43	Bid Form	19
00 41 44	Bid Schedule	27
00 42 13	Bid Bond	29
00 45 13	Bidder's Proof of Responsibility	31
00 45 20	Proof of Responsibility and Non-Collusion Affidavit	37
00 45 50	List of Subcontractors	41
	Contracting Requirements	
00 51 00	Notice of Award	43
00 52 00	Agreement	45
00 55 00	Notice to Proceed	53
00 61 13	Performance Bond	55
00 61 14	Payment Bond	59
00 62 76	Application for Payment	63
00 63 13	Request for Information	65
00 63 60	Work Change Directive	67
00 63 61	Field Order	69
00 63 62	Change Order	71
00 65 16	Certificate of Substantial Completion	73
00 65 17	Notice of Acceptability of Work	75
00 65 18	Contractor's Affidavit of Compliance	77
00 65 19	Consent of Surety to Final Payment	79
00 70 00	Standard General Conditions of the Construction Contract	81
00 73 00	Supplementary Conditions	159
00 91 13	Addendum	175
01 00 00	GENERAL REQUIREMENTS	
01 11 00	Summary of Work	177
01 14 00	Work Restrictions	179
01 22 01	Measurement and Payment	185
01 29 00	Payment Procedures	187
01 31 19	Project Meetings	189
01 32 33	Photographic Documentation	191
01 33 00	Submittal Procedures	197
01 41 00	Regulatory Requirements	205
01 43 00	Quality Assurance	207
01 50 00	Temporary Facilities and Controls	209

PROJECT MANUAL				
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Table of Contents	
		Section:	00 01 10	
		Bid Number:	C25-10	Page: 2 of 2
		Foth Project:	24S042.00	Date: April 2025

SECTION	TITLE	Pages
01 55 26	Temporary Traffic Control	215
01 57 13	Temporary Erosion and Sediment Control	219
01 57 19	Temporary Environmental Controls	223
01 60 00	Product Requirements	225
01 71 23	Construction Staking	229
01 77 01	Closeout Procedures	231
01 78 00	Closeout Requirements	237
01 78 39	Project Record Documents	239
01 89 13	Site Preparation Performance Requirements	241
02 00 00	EXISTING CONDITIONS	
02 93 00	Site Restoration	243
31 00 00	EARTHWORK	
31 10 00	Site Clearing	245
31 22 00	Drainage	249
31 23 01	Excavation and Fill for Roadways	255
31 23 19	Dewatering	259
31 25 00	Erosion Control and Site Maintenance	263
32 00 00	EXTERIOR IMPROVEMENTS	
32 92 00	Turf and Grasses	275
33 00 00	UTILITIES	
33 42 00	Stormwater Conveyance	279
	APPENDICES	
Appendix A	Preliminary Geotechnical Engineering Report, Gartman Development, July 5, 2024	285
Appendix B	Addendum to the Preliminary Geotechnical Engineering Report, October 16, 2024	347
Appendix C	Butzen Report of Geotechnical Exploration, March 2, 2015	385

**APRIL 2025
GARTMAN PROPERTY
BID PACKAGE 1**

BID PACKAGE 1
CITY OF SHEBOYGAN
SHEBOYGAN
FOTH PROJECT #0024S042.00

FOTH PROJECT #0024S042.00

VERTICAL DATUM:

NAVJ88

HORIZONTAL DATUM:

WISCONSIN COORDINATE REFERENCE SYSTEM
(WISCRS), SHEBOYGAN COUNTY, NAD83

ANY SURVEY MONUMENTS THAT ARE DAMAGED
MUST BE REPLACED IN ACCORDANCE WITH THE
SPECIFICATIONS

OWNER CONTACT INFORMATION

KEVIN JUMP - P.E.
CITY ENGINEER
CITY OF SHEBOYGAN
2026 NEW JERSEY AVE
SHEBOYGAN, WI 53081
(920) 459-3440

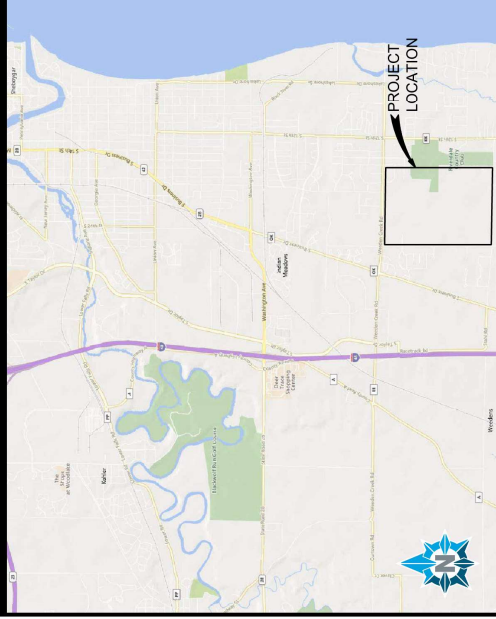
ENGINEER CONTACT INFORMATION

CHRIS HITCH - P.E.
FOTH INFRASTRUCTURE & ENVIRONMENT, LLC
BALLPARK COMMONS OFFICE BUILDING
7044 SOUTH BALLPARK DRIVE, SUITE 200
FRANKLIN, WI 53132
PHONE: (414) 336-7900

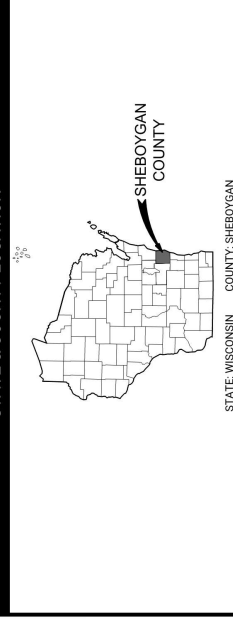
PROJECT ADDRESS

MOENNING ROAD
SHERBOYGAN, WISCONSIN

LOCATION MAP



STATE & COUNTY LOCATION



INDEX OF SHEETS

SHEET NO.	SHEET TITLE
G1.00 - GENERAL	
G1.00	TITLE SHEET
G2.00	LEGEND AND ABBREVIATIONS
G3.00	GENERAL CONSTRUCTION NOTES
G4.00	TRAFFIC CONTROL PLAN
C1.00 - EXISTING CONDITIONS	
C1.00	BENCHMARK AND CONTROL POINT TABLE
C1.01	EXISTING CONDITIONS
C2.00 - DRAINAGE & EROSION CONTROL	
C2.00	OVERALL DRAINAGE & EROSION CONTROL PLAN
C2.01	DETAILED DRAINAGE & EROSION CONTROL PLAN
C3.00 - DETENTION BASIN DETAILS	
C3.00 - C3.03	POND PLAN AND PROFILES
C3.10 - DRAIN TILE PLAN AND PROFILE	
C3.10	DRAIN TILE PLAN AND PROFILE
C8.00 - CONSTRUCTION DETAILS	
C8.00 - C8.01	DETAILS



ANY SURVEY MONUMENTS THAT ARE DAMAGED
MUST BE REPLACED IN ACCORDANCE WITH THE
SPECIFICATIONS

BID NUMBER: C25-04

CITY OF SHEBOYGAN

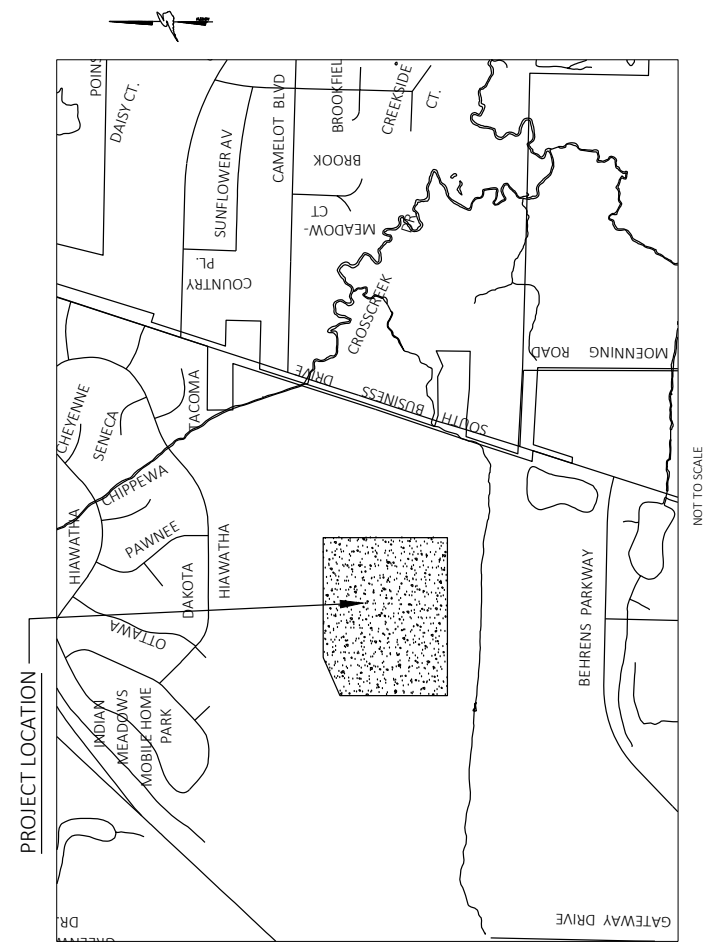
DEPARTMENT OF PUBLIC WORKS



BUTZEN SPORTS COMPLEX

2025 SITE GRADING

APRIL 2025



INDEX OF SHEETS		
SHEET NO.	DRAWING NO.	DESCRIPTION
1	000 CV	TITLE SHEET
2	001 GN	GENERAL NOTES
3	020 PO	PROJECT OVERVIEW
4	030 SC	SURVEY CONTROL
5-6	040 D 1-2	CONSTRUCTION DETAILS
7	110 EC-1	EROSION CONTROL NOTES
8	110 EC-2	EROSION CONTROL DETAILS
9	200 HR	HAUL ROUTE
10	305 TC	TRAFFIC CONTROL
11-12	400 GI 1-2	GRADE INFORMATION
13	405 GI	SEDIMENT TRAP

BUTZEN SPORTS COMPLEX
2025 SITE GRADING
TITLE SHEET

CITY OF SHEBOYGAN PUBLIC WORKS	
City of Sheboygan Department of Public Works 2025 New Icecap Avenue Sheboygan, WI 53081	
Designed By	Kevin Jump, PE - City Engineer
Drawn By	TJM
Checked By	KJ
Plot Date	4/9/2025
Plot No.	C25-04
Project Date	APRIL 2025
Sheet No.	1
Drawing No.	000CV

Owner: City of Sheboygan
Solicitor: Foth - Milwaukee
04/22/2025 02:00 PM CDT

Total	\$3,297,222.05
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