


PROJECT MANUAL				
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement	
		Section:	00 52 00	
		Bid Number:	2486-23	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  
Buteyn-Peterson Construction Company, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: 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: ***Cleveland Park Improvements – Splash Pad.***

**ARTICLE 3 – ENGINEER**

- 3.01 The part of the Project that pertains to the Work has been designed by the City of Sheboygan.
- 3.02 The Engineering Division, Department of Public Works, City of Sheboygan, Sheboygan, WI will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**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, 2024 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14<sup>th</sup> day following substantial completion.

4.03 *Milestones*

1. None.

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 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):

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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.
  - 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.
  - 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.

## ARTICLE 7 – CONTRACT DOCUMENTS

### 7.01 *Contents*

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


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- 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 dated August 28, 2023.
  - b. Number 2 dated September 6, 2023.
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 – 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.
  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


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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
  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.

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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)*

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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:

City of Sheboygan

CONTRACTOR:

Buteyn-Peterson Construction Company, Inc.

By:

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

Name,

Title: Ryan Sorenson, Mayor

By:

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

Name,

Title: \_\_\_\_\_  
(printed)

Date:

\_\_\_\_\_

Date:

\_\_\_\_\_

Attest:

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

By:

Address for giving notices:

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

Name,

Title: Meredith DeBruin, City Clerk

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date:

\_\_\_\_\_

Signatures authorized pursuant to Res. \_\_\_\_-23-24.

Address for giving notices:

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

Approved as to form and Execution:

By:


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

Name,

Title: Charles C. Adams, City Attorney

Date:


\_\_\_\_\_

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**Cleveland Park Improvements,  
Splash Pad**

SECTION	TITLE	Pages
<b>00 00 00</b>	<b>PROCUREMENT AND CONTRACTING REQUIREMENTS</b>	
	<b>Introductory Information</b>	
00 01 01	Cover	1
00 01 10	Table of Contents	2
	<b>Procurement Requirements</b>	
00 11 13	Advertisement for Bids	2
00 21 13	Instructions for Bidders	10
00 41 43	Bid Form	6
00 41 44	Unit Price Worksheet	1
00 41 44.1	Quest Unit Price Worksheet	3
00 42 13	Bid Bond	2
00 45 13	Bidder's Proof of Responsibility	4
00 45 20	Bidder's Proof of Responsibility and Non-Collusion Affidavit – Subcontractor	3
00 45 50	List of Subcontractors	1
	<b>Contracting Requirements</b>	
00 52 00	Agreement	7
00 55 00	Notice to Proceed	1
00 61 13	Performance Bond Form	3
00 61 14	Payment Bond Form	3
00 62 11	Submittal Cover	1
00 62 76	Application for Payment	2
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	78
00 73 00	Supplementary Conditions	13
	<b>GENERAL REQUIREMENTS</b>	
01 11 00	Summary of Work	2
01 14 00	Work Restrictions	5
01 43 00	Quality Assurance	2
01 55 26	Traffic Control	2
01 57 19	Temporary Environmental Controls	2
01 71 23	Construction Staking	2
01 78 00	Closeout Requirements	2
01 78 19	Project Record Requirements	2
<b>11 00 00</b>	<b>EQUIPMENT</b>	
11 68 01	Splash Pad Equipment	1
<b>31 00 00</b>	<b>EARTHWORK</b>	
31 25 00	Erosion Control and Site Maintenance	3



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<b>32 00 00</b>	<b>EXTERIOR IMPROVEMENTS</b>	
32 10 00	Grading, Pavement, Curb and Gutter, and Sidewalk	5
<b>33 00 00</b>	<b>UTILITIES</b>	
33 05 09	Sewer Pipe	2
33 05 61	Concrete Manholes, Catch Basins and Inlets	8
<b>99 00 00</b>	<b>APPENDIX</b>	
99 00 01	Manufacturer Cut Sheet and Installation Instruction	1



# CITY OF SHEBOYGAN

## DEPARTMENT OF PUBLIC WORKS

BID NUMBER: 2486-23

### CLEVELAND PARK IMPROVEMENTS SPLASH PAD

AUGUST 2023

PROJECT LOCATION



NOT TO SCALE

SHEET NO.	DRAWING NO.	DESCRIPTION
1	000CV	TITLE SHEET
2	001GN	GENERAL NOTES
3	002PO	PROJECT OVERVIEW
4	008SC	SURVEY CONTROL
5-20	040CD 1-16	CONSTRUCTION DETAILS
21	110EC-1	EROSION CONTROL - NOTES
22	110EC-2	EROSION CONTROL DETAILS
23	2005S	STORM SEWER PLAN
24	205WS	WATER SERVICE PLAN
25	210ES-1	ELECTRICAL SERVICE PLAN
26	210ES-2	MAINTENANCE ROOM LAYOUT PLAN
27	400PL	GRADING AND LAYOUT PLAN (CLEVELAND AVE)
28	600GP	GRADING AND LAYOUT PLAN (SPLASH PAD)
29	601 GP-1	GRADING AND LAYOUT PLAN (SOUTH SIDEWALK)
30	G02 GP-2	GRADING AND LAYOUT PLAN (NORTH SIDEWALK)
31	700MQ	MISCELLANEOUS QUANTITIES

#### INDEX OF SHEETS

CLEVELAND PARK IMPROVEMENTS  
SPLASH PAD  
TITLE SHEET

CITY OF SHEBOYGAN  
PUBLIC WORKS

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

Ryan Saarna, PE - City Engineer

Designed By	TM
Drawn By	TM
Checked By	KJ
Plot Date	8/21/2023
Plot No.	2486-23
Project Date	AUGUST 2023
Sheet No.	1
Drawing No.	000CV-1

2486-23 Cleveland Park Splash Pad (#8648118)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

09/08/2023 10:00 AM CDT

						Buteyn-Peterson Construction Company	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
	1	1	Mobilization	LS	1	\$11,000.00	\$11,000.00
	2	2	Traffic Control	LS	1	\$2,500.00	\$2,500.00
	3	3	Construction Staking	LS	1	\$6,500.00	\$6,500.00
	4	4	Removing Storm Sewer	LF	33	\$25.00	\$825.00
	5	5	Removing Catch Basins	Each	1	\$400.00	\$400.00
	6	6	Removing Sidewalk	SY	23	\$10.00	\$230.00
	7	7	Removing Pavement	SY	81	\$20.00	\$1,620.00
	8	8	Removing Curb and Gutter	LF	39	\$10.00	\$390.00
	9	9	Excavation Common	CY	80	\$50.00	\$4,000.00
	10	10	Base Aggregate Dense 3/4-Inch	TON	100	\$50.00	\$5,000.00
	11	11	Base Aggregate Dense 1 1/4-Inch	TON	35	\$50.00	\$1,750.00
	12	12	Concrete Sidewalk 4-Inch	SF	1400	\$7.00	\$9,800.00
	13	13	Detectable Warning Fields	SF	12	\$35.00	\$420.00
	14	14	Concrete Curb and Gutter 24-Inch	LF	50	\$55.00	\$2,750.00
	15	15	Concrete Pavement 6-Inch	SY	80	\$94.00	\$7,520.00
	16	16	Concrete Pavement 8-Inch	SY	90	\$99.00	\$8,910.00
	17	17	Drilled Tie Bars	Each	75	\$10.00	\$750.00
	18	18	PVC Storm Sewer 6-Inch	LF	120	\$55.00	\$6,600.00
	19	19	PVC Storm Sewer 12-Inch	LF	30	\$85.00	\$2,550.00
	20	20	Inlets Type N-1	Each	1	\$2,610.00	\$2,610.00
	21	21	Inlet Castings	Each	1	\$750.00	\$750.00
	22	22	Inlet Protection	Each	5	\$100.00	\$500.00
	23	23	Silt Fence	LF	500	\$3.00	\$1,500.00
	24	24	Tracking Pad	Each	1	\$1,500.00	\$1,500.00
	25	25	Salvaged Topsoil	SY	600	\$7.00	\$4,200.00
	26	26	Hydro-Seed	SY	600	\$3.00	\$1,800.00
	27	27	2" Water Service and Connections	LS	1	\$20,000.00	\$20,000.00
	28	28	Electrical Service and Connections	LS	1	\$7,500.00	\$7,500.00
	29	29	Splash Pad Equipment and Connections	LS	1	\$125,000.00	\$125,000.00
	30	30	Sawing Concrete	LF	120	\$6.00	\$720.00
<b>Total</b>						<b>\$239,595.00</b>	