

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

II

R. O. No. \_\_\_\_\_ - 20 - 21. By BOARD OF LICENSE EXAMINERS. June 15, 2020.

Attached hereto we are submitting application for Building Contractor License already GRANTED:

47035

Brad D Holder  
301 Clark St  
Cascade, WI 53011-1358

Carpenter

\_\_\_\_\_  
Board of License Examiners

Consent:



R. O. No. \_\_\_\_\_ - 20 - 21. By BOARD OF WATER COMMISSIONERS. June 15, 2020.

We, hereby, submit the Board of Water Commissioners' Report on the Water Utility for the first quarter of 2020.

The water pumpage was down 4.58% from the same period in 2019. 1,061,714,000 gallons were pumped in the first quarter 2020, compared to 1,111,503,000 in 2019.

Year to date Operating Revenue at the end of the first quarter 2020 decreased by \$107,370 compared to year to date 2019. The net income for the Utility, as of the end of March, 2020 is \$115,417. Details are shown on the attached Income Statement and Balance Sheet.

Construction-Maintenance:

Construction-maintenance work by the Water Utility during the first quarter of 2020:

Number of feet of 4 inch water main installed .....	0.0
Number of feet of 6 inch hydrant lead installed .....	0.0
Number of feet of 6 inch water main installed .....	0.0
Number of feet of 8 inch water main installed .....	0.0
Number of feet of 10 inch water main installed .....	0.0
Number of feet of 12 inch water main installed .....	0.0
Number of feet of 16 inch water main installed .....	0.0
Number of feet of 20 inch water main installed .....	0.0
Number of feet of 24 inch water main installed .....	0.0
Number of feet of water main abandoned or removed.....	0.0
Number of water main breaks repaired .....	7
Number of fire hydrants installed, replaced, relocated, removed, flushed, or major repairs made....	2
Number of water main valves installed, repaired, removed, or replaced .....	7
Number of water service connections installed .....	6

Details are shown on the attached spreadsheets.

Other Utility Business:

The Utility began preliminary engineering design work on its raw water improvements project with CDM Smith and Donohue & Associates. Alternative funding plans were also reviewed, including issuance of a Bond Anticipation Note intended to fund engineering costs.

The Utility also completed plans for installation of a solar energy system on its maintenance garage roof.

BOARD OF WATER COMMISSIONERS



Gerald R. Van De Kreeke, President



Mark J. Smith, Secretary



Thomas E. Howe, Member

Attachments - Balance Sheet  
Income Statement  
Distribution System Quarterly Report  
High Lift Delivery Operations Quarterly Report

**Distribution System -- 1st Quarter - January, February, & March 2020**

**Street Valves and Hydrant Valves Installed (including water main projects and others)**

Location	Installed	Size	By	Type
Kohls Ct at Geele Ave (N)	3/5/2020	6" MJ	ute.	G (vert)
N. 19th St at Geele Ave (S)	3/5/2020	6" MJ	ute.	G (vert)
N. 21st St and Geele Ave (S)	3/6/2020	6" MJ	ute.	G (vert)
N. 20th St and Geele Ave (S)	3/10/2020	8" MJ	ute.	G (vert)
N. 18th St at Alexander Ct (N)	3/13/2020	6" MJ	ute.	G (vert)

Total Valves Installed = 5

**Street Valves and Hydrant Valves Removed**

Location	Installed	Removed	Type
N. 19th St. at Geele Ave. (S)	5/1/1936	3/5/2020	G
N. 18th St. at Alexander Ct. (N)	12/31/1929	3/13/2020	G

Total Valves Removed = 2

**Street Valves and Hydrant Valves Abandoned**

Location	Installed	Abandoned

Total Valves Abandoned = 0

**Street Valves and Hydrant Valves Maintained**

Location	Maintained	Size

Total Valves Maintained = 0

**Hydrants Installed (including water main projects and others)**

Location	Installed	Tr Size	Valve	By
S. 22nd St. at Elm Ave. (NW)	1/9/2020	6"6"	n	ute.

Total Hydrants Installed = 1

**Hydrants Removed (including water main projects and others)**

Location	Installed	Removed	Hyd Valve?	Hyd Valve?
S. 22nd St. at Elm Ave. (NW)		1/9/2020	n	

Total Hydrants Removed = 1

**Hydrants Abandoned (including water main projects and others)**

Location	Installed	Abandoned	Tr Size

Total Hydrants Abandoned = 0

**Hydrants Maintained/Moved (including water main projects and others)**

Location	Installed	Maintained

Total Hydrants Maintained/Moved = 0

**Water Main Breaks**

Location	Date	Main Size (")
824 Spring Ave	1/1/2020	6"
435 Center Ave	1/12/2020	6"
2104 Saemann Ave	1/14/2020	6"
Sauk Trail and Clara Ave	1/20/2020	6"
1634 S. 19th St	1/21/2020	8"
2502 Georgia Ave	2/20/2020	6"
2638 Erie Ave	2/24/2020	12"

Total Water Main Breaks = 7

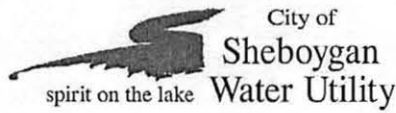
**SUMMARY**

Number of feet of 4 inch water main installed	0	water main
Number of feet of 6 inch hydrant lead installed	0	
Number of feet of 6 inch water main installed	0	
Number of feet of 8 inch water main installed	0	
Number of feet of 10 inch water main installed	0	
Number of feet of 12 inch water main installed	0	
Number of feet of 16 inch water main installed	0	
Number of feet of 24 inch water main installed	0	
Number of feet of water main abandoned or removed	0	
Number of water main breaks repaired	7	
Number of hydrants installed	1	hydrants
Number of hydrants removed or abandoned	1	
Number of hydrants maintained or moved	0	
Number of street valves installed	5	valves
Number of hydrant valves installed	0	
Number of street valves removed or abandoned	2	
Number of hydrant valves removed or abandoned	0	
Number of valves maintained	80	
Number of water connections installed	6	

HIGH LIFT DELIVERY QUARTERLY REPORT 2020				
I. FIRST QUARTER		Jan - Feb - Mar		
		GALLONS	COST \$	\$/MG
	2019	1,111,503,000	\$217,156.22	\$195.37
	2020	1,061,714,000	\$197,921.94	\$186.42
	Percent Difference	-4.48%	-8.86%	-4.58%
II. SECOND QUARTER		Apr - May - Jun		
		GALLONS	COST \$	\$/MG
	2019	1,132,902,000	\$192,754.83	\$170.14
	2020	0	\$0.00	#DIV/0!
	Percent Difference	-100.00%	-100.00%	#DIV/0!
III. THIRD QUARTER		Jul - Aug - Sep		
		GALLONS	COST \$	\$/MG
	2019	1,240,316,000	\$202,724.19	\$163.45
	2020	0	\$0.00	#DIV/0!
	Percent Difference	-100.00%	-100.00%	#DIV/0!
IV. FOURTH QUARTER		Oct - Nov - Dec		
		GALLONS	COST \$	\$/MG
	2019	1,040,997,000	\$204,391.07	\$196.34
	2020	0	\$0.00	#DIV/0!
	Percent Difference	-100.00%	-100.00%	#DIV/0!
YEAR TO DATE : 2020				
		GALLONS	COST \$	\$/MG
ELECTRICITY CHEMICALS NATURAL GAS	2019	4,525,718,000	\$817,026.31	\$180.53
	2020	1,061,714,000	\$197,921.94	\$186.42
	Percent Difference	-76.54%	-75.78%	3.26%
YEAR TO DATE : 2020				
		GALLONS	COST \$	
SLUDGE DISPOSAL	2019	5,430,249	\$38,471.09	
	2020	1,102,050	\$4,097.81	
	Percent Difference	-79.71%	-89.35%	
STORM WATER CHARGES	2020	NA	\$0.00	
HIGH LIFT SYSTEM DELIVERY :				
	Maximum Pumpage Day	14,289,000	January 17, 2020	
	Minimum Pumpage Day	8,396,000	January 1, 2020	

	MG	\$	\$/MG
2019	4,525,718,000	\$817,026.31	\$180.53
2020	1,061,714,000	\$197,921.94	\$186.42

**NOTE:** Monthly sludge disposal costs do not reflect the current actual monthly sludge discharge total to date.  
 Filtrate discharges from Spring/Fall sludge disposal operations are included in treatment plant sludge disposal costs.  
 Spring/Fall basin sludge/residual solids volumes and disposal costs are contract work.  
 Sludge disposal costs are not included in \$/MG.



**Sheboygan Water Utility**  
**Quarterly Financial Statement March 31, 2020**  
**Balance Sheet Including Net Income**

<u>Account #</u>	<u>Debit Balance</u>	<u>Credit Balance</u>
Utility Plant in Service	72,536,033	
107 Construction Work in Progress	263,128	
111 Accumulated Provision for Depreciation of Utility Plant		23,465,174
125 Bond Redemption Fund	706,627	
129 Appropriated Funds Invested for Plant Expansion & Payables		
126 Depreciation Fund		
128 Other Special Funds - Net Pension Asset		
128 Other Special Funds - Health Ins		
130 Other Special Funds - Deferred Outflow Pension	1,262,190	
135 Working Funds	750	
136 Temporary Cash Investments	8,323,936	
142 Customer Accounts Recievable	855,401	
143 Grant Receivable	14,397	
145 Receivables from Municipality	466,931	
154 Materials and Supplies	268,022	
163 Stores Expense		
165 Prepayments	32,778	
171 Interest and Dividends Receivable		
181 Misc Deferred Debits		
184 Transportation Expense		
200 Capital Paid in by Municipality		1,640,701
216 Unappropriated Earned Surplus		44,668,496
221 Long Term Debt Bonds		11,437,253
223 Advances from Municipality		152,173
232 Accounts Payable		
235 Customer Deposits		
236 Taxes Accrued		870,363
237 Interest Payable on Bonds		132,280
242 Misc. Current & Accrued Liab		7,694
251 Bond Premium		256,355
253 Misc Deferred Credits		94,205
263 Other Special Funds Employee Pensions		
265 Accrued Employee Benefits		510,959
425 Amoritization of Pre 2003 Depreciation		
280 Net Pension Liability		727,715
285 Deferred Inflow - Pension		651,408
Utility Net Income		115,417
	<u>84,730,192</u>	<u>84,730,192</u>



**Sheboygan Water Utility**  
**Sheboygan, Wisconsin**  
**Income Statement - March 31, 2020**

<u>Account #</u>	<u>Utility Operating Income</u>	1-Jan-20 to 31-Mar-20	1-Jan-19 to 31-Mar-19	Increase or (Decrease)
400	Sales Revenue	1,688,175	1,796,286	(108,111)
474	Other Water Revenue	11,144	10,403	741
	<b>Total Operating Revenue</b>	<b>1,699,319</b>	<b>1,806,689</b>	<b>(107,370)</b>
401	Operating Expenses	708,427	899,065	(190,638)
402	Maintenance Expenses	152,811	161,353	(8,542)
403	Depreciation Expenses	396,776	362,680	34,096
402	Taxes	275,725	272,408	3,317
	<b>Total Operating Expenses</b>	<b>1,533,740</b>	<b>1,695,506</b>	<b>(161,766)</b>
	<b>Utility Operating Income</b>	<b>165,579</b>	<b>111,184</b>	<b>54,395</b>
	<u>Other Income &amp; Expense</u>			
415	Non-operating Grant Revenue	10,000	5,000	5,000
416	Non-operating Grant Expense	(10,000)	(5,000)	(5,000)
419	Interest Earned on Investments	14,578	17,938	(3,360)
421	Contributions	-	-	0
425	Misc Amortization	6,283	6,283	0
427	Bond Interest Expense	(79,241)	(79,739)	497
428	Other Expense	-	-	0
429	Bond Premium	8,218	8,218	0
	<b>Net Income</b>	<b>115,417</b>	<b>63,885</b>	<b>51,533</b>

II

R. O. No. \_\_\_\_\_ - 20 - 21. By TRANSIT COMMISSION. June 15, 2020.

Your Commission to whom was referred Res. No. 199-19-20 by Alderpersons Wolf, Donohue, and Sorenson authorizing the Mayor to execute the Amendment to 2020 General Contract between the Sheboygan County Health & Human Services Department and Shoreline Metro regarding transportation for elderly and disabled individuals; recommends adopting the Resolution.

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Transit Commission

III

5.3

Res. No. 199 - 19 - 20. By Alderpersons Wolf, Donohue, and Sorenson.  
April 8, 2020.

A RESOLUTION authorizing the Mayor to execute the Amendment to 2020 General Contract between the Sheboygan County Health & Human Services Department and Shoreline Metro regarding transportation for elderly and disabled individuals.

RESOLVED: That the Mayor is hereby authorized to execute said Amendment to 2020 General Contract, a copy of which is attached hereto.

Transit

\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

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

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

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**AMENDMENT TO 2020 GENERAL CONTRACT**

This amendment is made to the 2020 General Contract executed by and between Sheboygan County Health & Human Services Department, hereinafter referred to as County, and Shoreline Metro, hereinafter referred to as Provider.

It is mutually understood and agreed by and between the undersigned contracting parties to amend that previously executed agreement as follows:

Article III Payment for Services, Section B, Paragraph 2 is changed effective January 1, 2020 to read:

Wisconsin Statutes require that Purchase of Service rates be based on actual allowable costs. These costs have been identified in the Allowable Cost Policy Manual for each Department (online at <https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm> or <https://dcf.wisconsin.gov/files/finance/fias/pdf/dcfallowablecostmanual.pdf>). ~~The Statutes permit allowances for profit for For Profit Providers and retention of excess revenue for non-profit Providers for specific cost categories. The amount allowable on an annual basis is determined by applying a percent equal to revenue received under the contract; all other profit/retention of earnings is unallowable. For Sheboygan County Health and Human Services, those limits have been set at 5 percent for both For Profit Providers and Non-Profit Providers. Please see the Allowable Cost Policy Manual for more information on retention of excess revenues.~~

**For-Profit Providers**

Annual allowable profit is determined by applying a percentage equal to 7.5 percent (7.5%) of net allowable operating **costs** plus 15 percent (15%) applied to the average net equity, the sum of which may not exceed ten percent (10%) of net allowable operating costs. All other profit is unallowable.

Any amount exceeding allowable retention must be returned to the County subject to Wisconsin §46.036.

**Non-Profit Providers**

Annual allowable retention is determined by applying a percentage equal to 5 percent (5%) of **revenue** received under the contract. The retained surplus is property of the provider.

Any amount exceeding allowable retention must be returned to the County subject to Wisconsin §46.036.

All other terms and conditions that are not hereby amended are to remain in full force and effect.

**For County:**

\_\_\_\_\_  
Matthew Strittmater, Director  
County's Authorized Representative  
Sheboygan County Health & Human Services

\_\_\_\_\_  
Date

**For Provider:**

\_\_\_\_\_  
Provider's Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title:

IV

R. C. No. \_\_\_\_\_ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE. June 15, 2020.

Your Committee to whom was referred R. O. No. 182-19-20 by City Clerk submitting a claim from Richard Davies for alleged overbilling when his two family residence (1423/1423A Oakland Avenue) changed to a single family; recommends filing the claim.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

3.1

R. O. No. 182 - 19 - 20. By CITY CLERK. April 20, 2020.

Submitting a claim from Richard Davies for alleged overbilling when his two family residence (1423/1423A Oakland Avenue) changed to a single family.

FrP  
2020-2021  
Council

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City Clerk

APR 04 2020

DATE RECEIVED 4-4-20

RECEIVED BY MCC  
CLAIM NO. #32-19

CLAIM

Claimant's Name: Richard Davies Auto \$ \_\_\_\_\_

Claimant's Address: 1423 Oakland Ave Property \$ \_\_\_\_\_  
Sheb. 53081 Personal Injury \$ \_\_\_\_\_

Claimant's Phone No. 920 946 8182 Other (Specify below) OVER Billed

TOTAL \$ ~~1290.42~~ 430.14

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.  
(WISCONSIN STATUTES 943.395)

<sup>15</sup>  
430.14 The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 1290.42

1423 / 1423 A Oakland Ave was changed to single family on 7/29/2014. I noticed 1423 A was still being Billed for fire & garbage on 3/5 when recycling bill came. Went to Water Utility (Tamara), future billing has been changed. Went to City Attorney office (Marie) then to DPW Jason Vlasiola who sent me to you.

SIGNED Richard Davies DATE: 4/2/2020

ADDRESS: 1423 Oakland Ave  
Sheboygan WI 53081

MAIL TO: CLERK'S OFFICE  
828 CENTER AVE #100  
SHEBOYGAN WI 53081

Fire was 8.52 now 4.24 / 1.42 n  
garbage 30.00 now 15.00 / 5.00 n

Time 67 months x <sup>\$</sup>6.42 = <sup>\$</sup>430.14

6.42



### PROPERTY ADDRESS DESIGNATION REPORT

PARCEL 428450

DATE: 7-29-14

\_\_\_\_ NEW CONSTRUCTION ADDRESS:  
\_\_\_\_\_

\_\_\_\_ ADDRESS ADDED TO EXISTING BUILDING:  
\_\_\_\_\_

\_\_\_\_ CHANGE ADDRESS TO EXISTING BUILDING:  
\_\_\_\_\_

X DELETE ADDRESS FROM EXISTING BUILDING:  
~~#13~~ 1423 A

REMARKS: REMOVE FROM 1423 OAKLAND AVE  
\_\_\_\_\_  
\_\_\_\_\_

BY: P.E. OF B/I DEPT.

TO: BUILDING INSP. POLICE DEPT. FIRE DEPT.  
ENGINEERING WATER DEPT. REAL PROPERTY LISTER

MAP NO. \_\_\_\_\_

LEGAL DESCRIPTION: \_\_\_\_\_  
\_\_\_\_\_





City of  
**Sheboygan**  
spirit on the lake.

Date: 7-29-14

Name: Richard + Janice Davies

Address: 1423 Oakland Ave

City, State, Zip: Sheboygan WI 53081

RE: 1423 Oakland Ave Parcel: \_\_\_\_\_

I requested that my dwelling at: 1423 Oakland Ave  
be changed from a two-family to a single-family. In order to remove a dwelling unit;  
one of the following must be performed:

1. Remove toilet and have the plumbing inspector verify that this was done correctly.
2. Remove the kitchen sink and have the plumbing inspector verify that it was done correctly.
3. Remove the separate entrance and have the building inspector verify that it was done correctly.

*OK  
7/29/14  
for unit*

Understand that I need to remove the second address number: 1423.A  
from the building and also that if I want to convert it back to a two-family I may have  
to do the following:

1. Request the change.
2. May need to get plan commission approval.
3. May need to have separate utility meters.
4. May need to have proper second exiting from upper level.

Richard Davies  
Owner's Signature

7-29-14  
Date

BUILDING INSPECTION  
CITY HALL  
128 CENTER AVE., SUITE 105  
SHEBOYGAN, WI  
3081-4442  
  
20/459-4064  
AX 920/459-0210  
  
www.cityofsheboygan.info

BUILDING INSPECTION DEPARTMENT  
  
Jack Van Der Weele  
Patrick Eirich  
Building Inspectors

VI

R. C. No. \_\_\_\_\_ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. June 15, 2020.

Your Committee to whom was referred R. O. No. 4-20-21 by City Clerk submitting various license applications; recommends granting the following licenses:

"CLASS B" LIQUOR LICENSE (June 30, 2021) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2192	Harry's Diner	2504 Calumet Drive
2949	Harry's Prohibition Bistro	668 S. Pier Drive

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

Other Matters

7.1

R. O. No. 4 - 20 - 21. By CITY CLERK. May 4, 2020.

Submitting various license applications for the period ending June 30, 2021.

\_\_\_\_\_  
City Clerk

CLASS "A" LIQUOR LICENSE (June 30, 2021) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3245	Festival Foods	595 S. Taylor Drive
2532	Fischer's Food & Liquor	4554 S. 12 <sup>th</sup> Street
1193	Kwik Trip #361	1618 Calumet Drive
1998	Kwik Trip #780	2622 S. Business Drive
2920	Kwik Trip #873	625 S. Taylor Drive
2763	Kwik Trip #897	2033 North Avenue
3382	Meijer Gas Station #305	902 N. Taylor Drive
3287	Sheboygan BP	1030 S. 14 <sup>th</sup> Street

"CLASS A" LIQUOR LICENSE (June 30, 2021) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3381	Meijer Store #305	924 N. Taylor Drive
2820	Superior Discount Liquors	823 S. 8 <sup>th</sup> Street
2702	Tietz's Piggly Wiggly #331	2905 N. 15 <sup>th</sup> Street
3214	Tietz's Piggly Wiggly #332	3124 S. Business Drive

"CLASS B" LIQUOR LICENSE (June 30, 2021) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3423	Applebees	526 S. Taylor Drive
3146	Bumps Grill Tavern	1902 S. 12 <sup>th</sup> Street
1833	Champs Sports Bar & Grill	1501 Indiana Avenue
1511	Denny's Bar	2140 Calumet Drive
1516	Emmer's	906 S. 15 <sup>th</sup> Street
1525	Fountain Park Lounge	922 N. 8 <sup>th</sup> Street
2192	Harry's Diner	2504 Calumet Drive
2949	Harry's Prohibition Bistro	668 S. Pier Drive
1926	Il Ritrovo	515 S. 8 <sup>th</sup> Street
1795	Luigi's Italian Restaurant	2910 Kohler Memorial Drive
1699	On the House	1153 High Avenue

JMS  
 5/3/20  
 Hold # 3423 + #152 for premise  
 #1525 for Corp Info  
 #1926 + #2702 + #2712  
 for premise & corp info.  
 #2192 + #2949 Background Check  
 5-27-20  
 Hold #2192 + #2949  
 Background check

3427 Pacifico Bar and Grill	820 Indiana Avenue
3217 Parker Johns BBQ & Pizza	705 Riverfront Drive
3355 Sharpies on Broadway	1645 S. 12 <sup>th</sup> Street
2373 The Duke of Devon	739 Riverfront Drive
1752 The End Zone	904 Indiana Avenue
1412 Trattoria Stefano	522 S. 8 <sup>th</sup> Street
2100 Whats Up Bar & Grill	1635 Michigan Avenue
3250 Work Zone Bar and Grill	4604 S. Business Drive

CLASS "B" BEER LICENSE (June 30, 2021) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1328	Sheboygan Athletic Club	2338 New Jersey Avenue
2445	La Conquistadora	1218 Indiana Avenue
3018	Pho Vn	2209 S. Business Drive
3407	Taqueria Sheboygan	1410 Indiana Avenue
3358	The Greek Corner	1402 S. 8 <sup>th</sup> Street
2604	Z Spot Espresso & Coffee, Inc.	1024 Indiana Avenue

"CLASS C" LICENSE (June 30, 2021) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3018	Pho Vn	2209 S. Business Drive
3407	Taqueria Sheboygan	1410 Indiana Avenue
3358	The Greek Corner	1402 S. 8 <sup>th</sup> Street
2604	Z Spot Espresso & Coffee, Inc.	1024 Indiana Avenue

VII

R. C. No. \_\_\_\_\_ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. June 15, 2020.

Your Committee to whom was referred pursuant to R. O. No. 5-20-21 by City Clerk submitting various license applications; recommends filing the following license application because it was withdrawn by the applicant:

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2021)

<u>No.</u>	<u>Name</u>	<u>Address</u>
	9267 Kline, Kevin C.	1418 S. 24 <sup>th</sup> Street

_____	_____
_____	_____
_____	_____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

VII

R. C. No. \_\_\_\_\_ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. June 15, 2020.

Your Committee to whom was referred pursuant to R. O. No. 5-20-21 by City Clerk submitting various license applications; recommends granting the following licenses:

BEVERAGE OPERATOR'S LICENSE (RENEW) (June 30, 2022)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3359	Petermann, Richard J.	4408 White Oak Lane
9627	Wilke, Glenn J. *Club*	4022 Hazelnut Court

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

VI

R. C. No. \_\_\_\_\_ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. June 15, 2020.

Your Committee to whom was referred R. O. No. 12-20-21 by City Clerk submitting various license applications; recommends granting the following license:

BEVERAGE OPERATOR'S LICENSE (RENEW) (June 30, 2022)

<u>No.</u>	<u>Name</u>	<u>Address</u>
5169	Drier, Lacey	2330 N. 15 <sup>th</sup> St.

_____	_____
_____	_____
_____	_____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

UPDATED

R. O. No. 12 - 20 - 21. By CITY CLERK. May 18, 2020.

Submitting various license applications for the period ending June 30, 2022.

\_\_\_\_\_  
City Clerk

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2022)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9516	Boss, Destiny L.	2114 Georgia Ave.
3189	Buvid, Olivia	1106 S. 7 <sup>th</sup> St. Apt. #3
3181	De St. Aubin, Kristin	129 Columbine Lane
3180	Dewberry, Karena B.	2012 N. 19 <sup>th</sup> St.
3190	Ebbers, Tyler	1121 Main Ave.
3183	Grover, Kristine F.	916B Michigan Ave.
3028	Hendrikse, Cathy A.	1416 Logan Ave.
5928	Huibregtse, Erik	1515A Alabama Ave.
3193	Hunt, Hannah	1441 S. 11 <sup>th</sup> St.
3187	King, Jason	830 N. Water St.
2047	Kobes, Laura	1121 Main Ave.
3192	McKinney, Tineka	815 Madison Ave., Howards Grove
3186	Paloge, Daniel	152 E. Scott St., Fond du Lac
3182	Roberts, Laura	1627 N. 10 <sup>th</sup> St.
5564	Stuefen, Arleigh	1522 N. 11 <sup>th</sup> St.
3179	Torres, Jazmin	819 Clara Ave.
3184	Turner, Mark L.	247 Sheboygan St.

BEVERAGE OPERATOR'S LICENSE (RENEW) (June 30, 2022)

<u>No.</u>	<u>Name</u>	<u>Address</u>
7927	Altwies, John H.	2103A S. 7 <sup>th</sup> St.
1542	Anderson, James C.	1014 Dillingham Ave.
6743	Apel, Jay R.	1601 N. 8 <sup>th</sup> St. Apt. C
6414	Babler, Elizabeth	1503 Division Ave.
5190	Beck, Kevin M.	1116 A N. 12 <sup>th</sup> St.
2215	Becker, Kayla	1621 N. 20 <sup>th</sup> St.
2639	Benzow, Donna	N18792 Ten Acre Rd., Goodman
9563	Berger, Ruth E.	734 Dartmouth Dr., Sheb. Falls
7881	Black, Abigail	31 S. 11 <sup>th</sup> St. Apt. D, Oostburg
1325	Born, Christy L.	2326 S. 11 <sup>th</sup> St.

*KLPS*  
5-27-20  
#5190 Grant warning  
#2343 Grant warning  
Hold #5169 law violation

2267 Burton, James  
1015 Busch, Jeffrey M. \*Club\*  
2660 Carey, Susan  
6297 Champeau, Heath R.  
5240 Coenen, Mike \*Club\*  
7338 Coffin, Kurt \*Club\*  
2211 DeMolli, Kristin  
2574 Dietz, Jean  
5169 Drier, Lacey  
2524 Ebeling, Dana  
2364 Fetterer, Rachel  
8384 Fischer, Cindy L.  
1559 Gabrish, Patricia M.  
8582 Gilman, Lindsay  
5729 Gonzalez, Michelle  
5514 Green, John  
5285 Grub, Jason  
5286 Grub, Timothy  
3679 Hajenga, Gail  
9904 Heitzmann, Mary  
2872 Hendrikse, Larry A.  
2681 Hilbelink, Nealy  
2220 Hilbert, Megan  
8604 Hildreth, Ammber  
1522 Holler, Kristi  
2540 Humphrey, Cortney  
2363 Humphrey, Kayla  
2169 Humphrey, Todd  
7409 Husa, Darrel F. \*Club\*  
1169 Ivio, Courtney  
1574 Johnston, Janet  
2073 Kapellen, Sandra J.  
5633 Kempf, Shireen A.  
2664 Kesner, Derek  
7872 Kinyon, Kirt D. \*Club\*  
8594 Klabecek, Kenneth A.  
1432 Klessig, Kurt  
2188 Klinzing, Caleb R.  
1649 Knaak, William A.  
8881 Krahn, Nicole M.  
8875 Kramer, Renee A.  
5472 Kulow, Mary A.  
1803 Manz, Beth A.  
2447 McCoy, Benjamin D.  
2209 Methfessel, Kevin  
1864 Meyer, Michael E.  
3365 Meyer, Wendy  
830 N. Water St. Apt. 109  
428 St. Clair Ave. Apt. #4  
1411 S. 21<sup>st</sup> St.  
2113 N. 40<sup>th</sup> St.  
2515 N. 26<sup>th</sup> St.  
1335 Columbus Ave.  
3906 N. 28<sup>th</sup> St.  
721 Geele Ave.  
2330 N. 15<sup>th</sup> St.  
N4460 Riverbend Dr., Hingham  
1120 Ontario Ave.  
314 Center Ave. Apt. #1  
903 Page Ct.  
214 2<sup>nd</sup> St., Sheb. Falls  
819 Clara Ave.  
2919 S. 18<sup>th</sup> St.  
1716 Wisconsin Ave.  
2123 Carmen Ave.  
2606 S. 7<sup>th</sup> St.  
2206 Sunflower Ave.  
1416 Logan Ave.  
113 2<sup>nd</sup> St., Sheb. Falls  
N4441 VanTreeck Trail, Sheb. Falls  
2311 Hillshire Dr. Apt. 2C  
3115 Whistling Ct.  
61 Green Bay Ct., Sheb. Falls  
61 Green Bay Ct., Sheb. Falls  
61 Green Bay Ct., Sheb. Falls  
1092 Creeks Cross #26, Kohler  
1913 Humboldt Ave.  
1628 S. 19<sup>th</sup> St.  
1633 Indiana Ave.  
916 Mayflower Ave. #4  
2201 Erie Ave. #A101  
724 N. 15<sup>th</sup> St.  
704 Forest Blvd., Sheb. Falls  
2206 Sunflower Ave.  
2419 N. 11<sup>th</sup> St.  
1342 Winter St.  
1133 Pershing Ave.  
2526 Mandy Cr.  
W4160 Main Rd. Apt. 2, Plymouth  
301 Leavens Ave., Sheb. Falls  
2011 Indiana Ave.  
2210 Erie Ave.  
2925A Lakeshore Dr.  
1315 Parkwood Blvd.

7140 Miller, Joan  
2485 Mindock, Ethan C.  
2272 Morton, Kaylee N.  
2403 Myers, Makai C.  
5641 Norling, Matthew L.  
2692 Pastorek, Sarah  
2640 Pellowski, William M.  
2863 Proue, Bonnie L.  
2698 Reese, Christopher G. \*Club\*  
1025 Reinl, Nicholas C. \*Club\*  
0453 Riste, Stacy L.  
2255 Schefsky, Stephanie E.  
6448 Schmidt, Timothy J.  
2730 Schneider, Amy J.  
0388 Schulak, Tara M.  
7214 Semsch, Daniel  
5002 Shembeda, Linda  
2644 Shinn, Michelle  
2234 Stadler, Rachel R.  
7673 Steen, Linda S.  
8315 Stewart, Brittany  
7318 Strean, Charles \*Club\*  
0575 Temby, Ian D.  
1558 TenPas, Pamela S.  
1632 Theobald, Erika M.  
8718 Theune, Kimberly  
2667 Utech, Ian R.  
8588 Van Der Sande, Jenna  
0792 Vorpahl, Julia  
5810 Wagner, Elizabeth A.  
0586 Wagner, Jessica  
7319 Weimer, Thomas \*Club\*  
9652 Whitaker, Casey  
2659 Willette, Amanda  
2318 Winkel, Gregg S.  
2678 Woepse, Krystal  
1308 Woodward, Heidi  
7824 Woolwine, Eugene A.  
1620 Wunrow, Douglas V.  
2593 Yonan, Keith  
1035 Zalewski, John G.  
9726 Zastrow Jr., Michael L.  
8028 Ziegelbauer, Robert J. \*Club\*  
2355 Ziegler, Jan M.  
4783 Zimmerman, Leslie  
7486 Zschetzsche, Brian A. \*Club\*

1909 Mead Ave.  
1703 North Ave.  
3114 N. 9<sup>th</sup> St.  
919 N.5<sup>th</sup> St. Apt. 11  
930 N. 27<sup>th</sup> St.  
2207 Creekside Ct.  
301 New York Ave.  
2218 N. 23<sup>rd</sup> St.  
3204 N. 12<sup>th</sup> St.  
5740 Sherwood Dr.  
3444 S. 17<sup>th</sup> St.  
W2568 Miley Rd., Sheb. Falls  
2416 N. 34<sup>th</sup> St.  
1724 S. 11<sup>th</sup> St. Apt. A  
1210A N. 14<sup>th</sup> St.  
924 Logan Ave.  
2011 Indiana Ave.  
911 Indiana Ave. Apt. A  
951 S. Main St., Cedar Grove  
4166 Red Birch Ct.  
1602 Superior Ave.  
4136 North Field Dr.  
3017 S. 12<sup>th</sup> St.  
1622 S. 21<sup>st</sup> St.  
3213 N. 10<sup>th</sup> St.  
2710 Savannah Circle Apt. D  
1526 S. 25<sup>th</sup> St.  
1909 S. 10<sup>th</sup> St.  
1527 Carmen Ave.  
2116 Meadowland Dr. Apt. 204  
909 North Ave.  
3620 Rosewood Ct.  
2211 Henry St.  
1012 Falls Parc Dr. Apt.2, Sheb. Falls  
3219 Main Ave.  
110 A Monroe St., Sheb. Falls  
1155 Madison Ave.  
1717 N. 9<sup>th</sup> St. Unit B  
1622 S. 8<sup>th</sup> St.  
1614 Fox Hill Rd.  
5009 Grey Fox Dr.  
4227 County Rd. A  
N8540 Lakeshore Rd.  
1312 Kentucky Ave.  
1542 Sibley Ct.  
1328 N. 4<sup>th</sup> St.

VII

R. C. No. \_\_\_\_\_ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. June 15, 2020.

Your Committee to whom was referred pursuant to R. O. No. 13-20-21 by City Clerk submitting various license applications; recommends filing the following applications as they were withdrawn by the applicants:

CHANGE OF PREMISE

3001 Ranieri's Four of a Kind	811 Indiana Avenue - East and west and south parking lots.
1752 The End Zone	904 Indiana Avenue - To include parking area north of building.

_____	_____
_____	_____
_____	_____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

VI

R. C. No. \_\_\_\_\_ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. June 15, 2020.

Your Committee to whom was referred R. O. No. 13-20-21 by City Clerk submitting various license applications; recommends granting the following licenses with (\*) caveats:

"CLASS B" LIQUOR LICENSE (June 30, 2021) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
*2381	Bourbon Street Pub & Grill	1536 Indiana Avenue
2807	Knights of Columbus I	833 Center Avenue
3086	Las Brisa's	1129 S. 8 <sup>th</sup> Street
1337	Sheboygan Elks Lodge #299	1943 Erie Avenue
3198	Skipper Inn	808 Broadway Avenue
3162	Sundance Saloon	1509 S. 12 <sup>th</sup> Street
2513	Vreekes Tavern I	935 Michigan Avenue

\*Grant contingent on updating application and correcting premises description

SIDEWALK CAFÉ (April 14, 2021) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
*3150	Craft 30	908 Michigan Avenue

\*Grant as amended

SIDEWALK CAFÉ (April 14, 2021) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2742	8 <sup>th</sup> Street Ale Haus	1132 N. 8 <sup>th</sup> Street

CHANGE OF AGENT

Michelle Moehring is replacing Clint Wills as agent effective immediately for Fairfield Inn by Marriot located at 4117 S. Taylor Drive.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

Other Matters

R. O. No. 13 - 20 - 21. By CITY CLERK. May 18, 2020.

Submitting various license applications for the period ending June 30, 2021, April 14, 2021.

City Clerk

CLASS "A" LIQUOR LICENSE (June 30, 2021) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3279	Citgo 1	610 S. 14 <sup>th</sup> Street
3192	Harbor Centre Marina I	821 Broughton Drive
2631	North 8 <sup>th</sup> Oriental Store	2002 N. 8 <sup>th</sup> Street
2710	The Pig Stop II	2917 N. 15 <sup>th</sup> Street

"CLASS A" LIQUOR LICENSE (June 30, 2021) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3357	Alex's Corner Market	515 N. 8 <sup>th</sup> Street
2423	Wal-Mart Supercenter #1276	3711 S. Taylor Drive

"CLASS B" LIQUOR LICENSE (June 30, 2021) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3445	J & J's Hotspot	1823 N. 12 <sup>th</sup> Street
3444	SS Northstar	3004 N. 8 <sup>th</sup> Street

"CLASS B" LIQUOR LICENSE (June 30, 2021) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2742	8 <sup>th</sup> Street Ale Haus	1132 N. 8 <sup>th</sup> Street
3389	Al & Al's I	1502 S. 12 Street
2880	Anglers Avenue Pub & Grill	518 S. Pier Drive
3159	Big Mikes Sports Bar & Grill	911 Indiana Avenue
2805	Blue Harbor Resort I	725 Blue Harbor Drive
2381	Bourbon Street Pub & Grill	1536 Indiana Avenue
2762	Braveheart Pub I	2120 Calumet Drive
1040	Brennan's on Michigan	1101 Michigan Avenue
3150	Craft 30	908 Michigan Avenue

527-20  
 #2381 (Premise)  
 #2807 (background)  
 #3086 (background)

#1337 (background new officers)  
 #3198 (background + law violations)  
 #3162 (background + clarify app)

#2513 (premise)  
 #3150 (sidewalk premise)  
 #3001 (change premise discrepancies)

#2742 (sidewalk cafe description)  
 #1752 (change premise applicant control)

Fairfield change a just (background)

52720 Grant warning # 2193

1089 Dave's Who's Inn	835 Indiana Avenue
2121 El Camino	823 Michigan Avenue
3418 Fairfield Inn by Marriot	4117 S. Taylor Drive
2487 Frankies Pub & Grill	2218 Indiana Avenue
3136 Franks Place	3023 N. 15 <sup>th</sup> Street
1799 George Michaels I	513 N. 8 <sup>th</sup> Street
1892 Gosses At the Northwestern House	1909 Union Avenue
3117 Harbor Lights IV	434 Pennsylvania Avenue
2849 Hops Haven	1327 S. 14 <sup>th</sup> Street
3299 In the Bag	1501 Union Avenue
3322 Indiana Joe's	933 Indiana Avenue
2726 John Michael Kohler Arts	608 New York Avenue
2807 Knights of Columbus I	833 Center Avenue
1199 Lakeshore Lanes	2519 S. Business Drive
3086 Las Brisa's	1129 S. 8 <sup>th</sup> Street
2085 Legend Larry's	733 Pennsylvania Avenue
3271 Limelight Pub	1702 S. 17 <sup>th</sup> Street
2685 Lino Ristorante Italiano	422 S. Pier Drive
2740 Mannings Irish Pub	3015 N. 15 <sup>th</sup> Street
1226 Meyer's Lakeview Pub	550 Wilson Avenue
3335 Mi Ranchito I	1235 Indiana Avenue
2301 Mojo	1235 Pennsylvania Avenue
2976 My Place Bar & Grill	1515 New Jersey Avenue
3435 Nine-O-Two	902 Indiana Avenue
2563 Penn Avenue Pub II	827 Pennsylvania Avenue
1252 Peteks Tavern	2702 S. 8 <sup>th</sup> Street
3363 Pinky's	2123 N. 15 <sup>th</sup> Street
2272 PJ's Party Zone	910 N. 18 <sup>th</sup> Street
1267 Poor Richards	1105 Geele Avenue
3001 Ranieri's Four of a Kind	811 Indiana Avenue
3353 Rendez-Vous	920 Michigan Avenue
1288 Riverview Club	626 N. 15 <sup>th</sup> Street
1303 Rupp's Downtown	925 N. 8 <sup>th</sup> Street
3404 Scenic Bar I	1635 Indiana Avenue
1925 Screamers	2201 N. 15 <sup>th</sup> Street
3325 Sheboygan Biergarten	511 Kiwanis Park Road
1337 Sheboygan Elks Lodge #299	1943 Erie Avenue
1229 Shebogan Moose Lodge #438	1811 Georgia Avenue
1346 Sheboygan Pine Club	1716 Geele Avenue
1286 Sheboygan Riverside Boat Club	1228A Wisconsin Avenue
1353 Sheboygan Yacht Club	214 Pennsylvania Avenue
1360 Sly's Midtown Saloon	508 N. 8 <sup>th</sup> Street
3198 Skiper Inn	808 Broadway Avenue
3186 Suscha's Bar	1054 Pennsylvania Avenue
3162 Sundance Saloon	1509 S. 12 <sup>th</sup> Street
2020 Terrys	1028 Lincoln Avenue
2566 That Place on 8 <sup>th</sup>	1432 S. 8 <sup>th</sup> Street

2193 The Kaddyshack  
2207 The Silver Fern  
2921 The Walkabout  
1411 Tommys Bar  
3307 Umi Sushi & Steak House  
3373 Union Ave Tap  
2427 Urbane  
1420 VFW Post #9156  
3119 Vibe Bar  
2513 Vreekes Tavern I  
1764 Water Street Pub  
2029 Weill Center

1502 S. 13<sup>th</sup> Street  
2538 N. 15<sup>th</sup> Street  
2401 Calumet Drive  
2335 N. 15<sup>th</sup> Street  
519 N. 8<sup>th</sup> Street  
1401 Union Avenue  
1231 N. 8<sup>th</sup> Street  
552 S. Evans Street  
2513 S. 8<sup>th</sup> Street  
935 Michigan Avenue  
931 N. 12<sup>th</sup> Street  
826 N. 8<sup>th</sup> Street

CLASS "B" BEER LICENSE (June 30, 2021) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2879	Charcoal Inn North	1637 Geele Avenue
2796	Charcoal Inn South	1313 S. 8 <sup>th</sup> Street
3111	Glas: The Green Coffeehouse	924 N. 14 <sup>th</sup> Street
3129	Greece E Spoon	1217 N. 8 <sup>th</sup> Street
3034	Marc Cinemas	3266 Kohler Memorial Drive
3022	Paradigm	1202 N. 8 <sup>th</sup> Street
1809	The Wharf	377 Riverfront Drive

"CLASS C" LICENSE (June 30, 2021) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3111	Glas: The Green Coffeehouse	924 N. 14 <sup>th</sup> Street
3129	Greece E Spoon	1217 N. 8 <sup>th</sup> Street
3034	Marc Cinemas	3266 Kohler Memorial Drive
3022	Paradigm	1202 N. 8 <sup>th</sup> Street

SIDEWALK CAFÉ (April 14, 2021) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3150	Craft 30	908 Michigan Avenue

SIDEWALK CAFÉ (April 14, 2021) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2742	8 <sup>th</sup> Street Ale Haus	1132 N. 8 <sup>th</sup> Street

CIGARETTE/TOBACCO (June 30, 2021) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2889	Family Dollar #25587	2821 N. 15 <sup>th</sup> Street
3387	Sheboygan Vapor	3116 S. Business Drive
3043	SR Tobacco	2529 S. Business Drive
2389	The Epicure Lounge	1116 Michigan Avenue

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3150	Craft 30	908 Michigan Avenue-16x60 ft. outdoor patio space west of Craft 30.
3001	Ranieri's Four of a Kind	811 Indiana Avenue - East and west and south parking lots.
1752	The End Zone	904 Indiana Avenue - To include parking area north of building.

CHANGE OF AGENT

Michelle Moehring is replacing Clint Wills as agent effective immediately for Fairfield Inn by Marriot located at 4117 S. Taylor Drive.

Maureen Riordan-Haese is replacing Andrew Herman as agent effective immediately for Glas - The Green Coffeehouse located at 924 N. 14<sup>th</sup> Street.

IV

R. C. No. \_\_\_\_\_ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE. June 15, 2020.

Your Committee to whom was referred R. O. No. 15-20-21 by City Clerk submitting a claim from Garrett Klemme for alleged damages to his basement (2212 New Jersey Avenue) when raw sewage came up through the floor drains; recommends filing the claim.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

3.2

R. O. No. 15 - 20 - 21. By CITY CLERK. June 1, 2020.

Submitting a claim from Garrett Klemme for alleged damages to his basement (2212 New Jersey Avenue) when raw sewage came up through the floor drains.

FHP

\_\_\_\_\_  
CITY CLERK

DATE RECEIVED 5/20/20

RECEIVED BY MKC

CLAIM NO. 2-20

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

MAY 20 '20 PM 1:43

- 1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
- 2. Attach and sign additional supportive sheets, if necessary.
- 3. This notice form must be signed and filed with the Office of the City Clerk.

**4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.**

1. Name of Claimant: Garrett J Klemme

2. Home address of Claimant: 2212 New Jersey Avenue

3. Home phone number: 920-912-2425

4. Business address and phone number of Claimant: \_\_\_\_\_

5. When did damage or injury occur? (date, time of day) 5/17/20

6. Where did damage or injury occur? (give full description) Raw sewage came up through floor drains causing damage and a health hazard for my family.

Swamp pump is less than a year old, but couldn't keep up w/ amount of sewage

7. How did damage or injury occur? (give full description) The city sewer main backed up into my basement and flooded 7" of raw sewage/water into my basement.

*flowing into basement.*

8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

(a) Name of such officer or employee, if known: \_\_\_\_\_

(b) Claimant's statement of the basis of such liability: \_\_\_\_\_

9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

(a) Public property alleged to be dangerous: \_\_\_\_\_

(b) Claimant's statement of basis for such liability: \_\_\_\_\_

20. Give a description of the injury, property damage or loss, so far as is known at this time. (If there were no injuries, state "NO INJURIES").

water heater is damaged beyond repair, full clean from Badger Restoration, damage to personal belongings. NO INJURIES

11. Name and address of any other person injured: \_\_\_\_\_

12. Damage estimate: (You are not bound by the amounts provided here.)

Auto:	\$ _____
Property:	\$ <u>8,000.00</u>
Personal injury:	\$ _____
Other: (Specify below)	\$ _____
<b>TOTAL</b>	\$ <u>8,000.00</u>

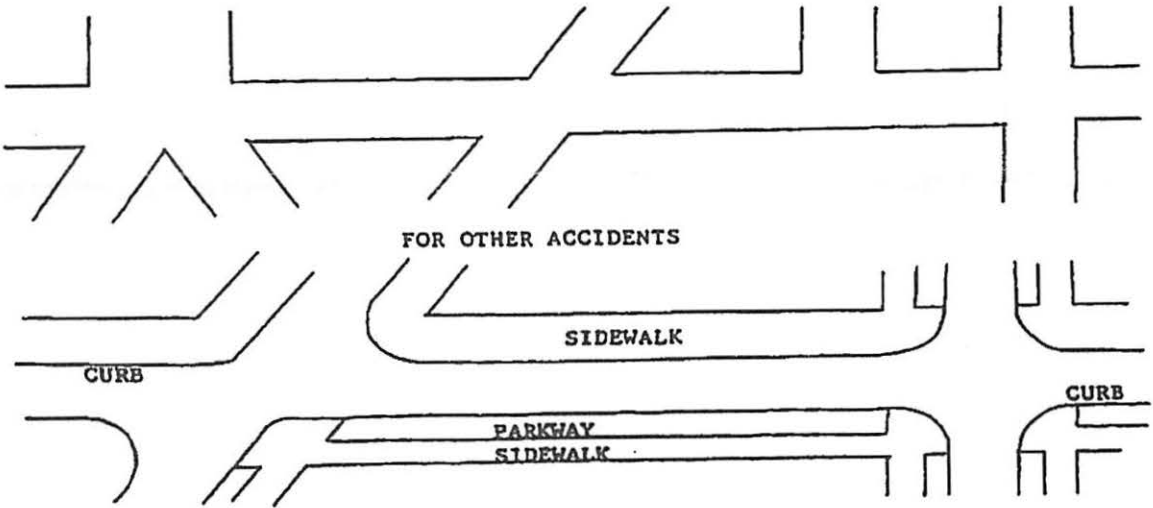
Damaged vehicle (if applicable)

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Mileage: \_\_\_\_\_

Names and addresses of witnesses, doctors and hospitals: \_\_\_\_\_

FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.



SIGNATURE OF CLAIMANT [Handwritten Signature] DATE 5/20/20

DATE RECEIVED 5/20/20

RECEIVED BY MRC

CLAIM NO. 2-20

CLAIM

Claimant's Name:	<u>Garrett J Klemme</u>	Auto	\$ <u>          </u>
Claimant's Address:	<u>2212 New Jersey Avenue</u>	Property	\$ <u>8,000.00</u>
	<u>Sheboygan, WI 53081</u>	Personal Injury	\$ <u>          </u>
Claimant's Phone No.	<u>920-912-2425</u>	Other (Specify below)	\$ <u>          </u>
			<b>TOTAL</b> \$ <u>8,000.00</u>

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.  
(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 8,000.00.

SIGNED Garrett J Klemme

DATE: 5/20/20

ADDRESS: 2212 New Jersey Avenue  
Sheboygan, WI 53081

MAIL TO: CLERK'S OFFICE  
828 CENTER AVE #100  
SHEBOYGAN WI 53081

VII

R. C. No. \_\_\_\_\_ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. June 15, 2020.

Your Committee to whom was referred pursuant to R. O. No. 16-20-21 by City Clerk submitting various license applications; recommends granting the following license applications:

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2022)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3195	Armstrong, Brandon	595 S. Taylor Dr.
1200	Beenen, Donna J.	3103 Calumet Dr.
3219	Biederwolf, Julia K.	N6454 County Rd. M, Sheb. Falls
3213	Bramstedt, Anna	W2822 County Rd. MM, Cleveland
3200	Choate, Marissa J.	4102 Oakdale Ct. Apt. E208
3208	Elmore, Felicia	1112 Bluff Ave.
3212	Fierro, Tatiana S.	1122 Forest Ave.
3218	Gmach, Raven	1610 N. 36 <sup>th</sup> St.
3215	Grub, Breann	1334 Alabama Ave.
7249	Hess, Jeannie M.	2225 N. 22 <sup>nd</sup> St.
3194	Jacobs, Charisse	2036 Folger Ct.
3198	Komorowski, Gayle A.	1908 N. 18 <sup>th</sup> St.
3205	Kropelin, Alexandria	1003 Falls Parc Dr. Apt.7, Sheb. Falls
9242	Kutz, Debra A.	4522 Hunters Glen Dr.
3199	Middleton, Elizabeth E.	2219 Mill Rd.
3201	Pfeifer, Erika	1004 Stonebridge Dr., Howards Grove
3207	Smith, Lydia	1930 N. 40 <sup>th</sup> St.
3206	Waldeck, Derek	W1715 High Point Ct.
3221	Watts, Paul	1423 S. Comstock Ave., Milwaukee
3217	Wilke, Cassandra J.	1237 Heermann Ct. Apt. A
3202	Wilke, Rachel	N6401 County Rd. M, Sheb. Falls
3210	Wilson, Travis	1056 Weeden Creek Rd.

BEVERAGE OPERATOR'S LICENSE (RENEW) (June 30, 2022)

<u>No.</u>	<u>Name</u>	<u>Address</u>
5930	Alten, Candace	301 Beechwood St., Cleveland
2416	Ashley, Michele J.	2217 S. Taylor Dr.
7164	Bath, Sherry A.	2509 N. 28 <sup>th</sup> St.
8079	Batres, Edgar D.	2313 Hillshire Dr. Apt. 3A
6455	Behnke, Barbara J.	1006 N. 16 <sup>th</sup> St.
2425	Bitters, Kyle	911 Georgia Ave.
9864	Boden, Dylan	3116 S. 20 <sup>th</sup> St.
6709	Bonelli, Leo P. *Club*	2417 W. Koning Dr.
1134	Brock, Joann M.	705 N. 38 <sup>th</sup> St.
1068	Buchanan, Schuyler J.	4241 Cty. Rd. 1
1561	Cortez, Amber	1511 Ashland Ave.
7169	Dodge, Brianna	2413 N. 7 <sup>th</sup> St.
0727	Fetterer, Aina	4407 Primrose Ct. #P208
5305	Freriks, Scott	1130 Swift Ave.

2536 Fugate, Dewaine A.	W7760 Plank Rd., Glenbeulah
1269 Gamez, Donna L.	2013 Cooper Ave.
2553 Gideon, Calvin D.	1328 N. 9 <sup>th</sup> St.
3439 Gotchy, Mary B.	1716 Broadway Ave.
0664 Gottsacker, Nathaniel D.	2518 N. 36 <sup>th</sup> St.
2672 Grabner, Thomas A.	1706 Grams Ct.
2666 Grzonka, Stanley G.	3607 S. 17 <sup>th</sup> St.
1401 Hietala, Jason P	914 Kentucky Ave.
5696 Hutton, Charles F.	1149 High Ave.
2396 Jacoby, Jessica J.	1132 Logan Ave.
2398 Johnson, Christopher J.	2221 N. 15 <sup>th</sup> St.
7791 Kalista, Jodi	2007 Calumet Dr.
3816 Kautzer, Kathleen	1625 Spruce Ct.
8194 Kever, Jennifer M.	1012 Falls Parc Dr. Apt.13, Sheb. Falls
5716 Kraus, Justine M.	1322A S. 7 <sup>th</sup> St.
2620 Krueger, Janet L.	2126 S. 14 <sup>th</sup> St.
5924 Lehman, Tarrie L.	709 Spring Ave.
2613 Lietzau, Julie	8512 Pigeon Lake Rd., Valders
2502 Lindsay, John F.	1615A Spruce Ct.
2605 Looby, Kevin Jr.	2804 Erie Ave.
2360 Looby, Kevin L. Sr.	4106 Driftwood Ct. Apt. B104
1236 Maclaughlin, Tonia	1709 Superior Ave.
2203 Mahmutagic, Sedin	2224 N. 10 <sup>th</sup> St.
2374 Mattson, Taryn M.	N9001 Dairyland Dr., Cleveland
2710 McDaniel, Chantelle	1418 Ontario Ave.
2456 McDaniel, Michelle	722 Wilson Ave.
1843 Menzer, Lee A.	633 N. 27 <sup>th</sup> St.
3376 Methfessel, Terrence J.	3004 S. 18 <sup>th</sup> St.
1421 Meyer, Jessica	3320 S. 11 <sup>th</sup> Pl. Apt. 8
2408 Nemitz, Jessica	1107 S. 15 <sup>th</sup> St.
2352 Orvis, Parmalee	1821 S. 12 <sup>th</sup> St.
2871 Perronne, Daniel L.	W2799 County Rd. N, Sheb. Falls
6372 Potter Jr., Roy A.	2625 S. 8 <sup>th</sup> St.
2641 Pratt, Mary	1012 Falls Parc Dr. #12, Sheb. Falls
8892 Querio, Elizabeth W.	430 Adams St., Sheb. Falls
2459 Rutherford, Pamela J.	W2111 Ourtown Rd., Sheb. Falls
2083 Scheunert, James S.	3919 Mendocino Ln. Apt. 104
0357 Schultz, Laura K.	406 Vollrath Blvd.
2587 Sebald, Kelly	1721 Ashland Ave. #105
2181 Snow, Theresa	934B Geele Ave.
1441 Staaben, Jeffrey P.	1813 N. 9 <sup>th</sup> St. Apt. A
2312 Stone, Gina L.	W1009 County Rd. FF
8901 Strahl, Robin K.	W6687 County Rd. F, Cascade
0483 Strysick, Shannon	1508 Union Avenue
4801 Toston, Jolene	1903 Union Ave.+
4283 Webb, Sandra L.	1911 S. 14 <sup>th</sup> St.
2690 Wolfert, Nicholas J.	N4310 Claver Ct., Sheb. Falls
0532 Yonan, Trevor	3331A S. 11 <sup>th</sup> Pl.

TAXICAB DRIVERS LICENSE (NEW) (December 31, 2020)

No.    Name

Address

2474 Neuman, Vivian V.

2201 Erie Ave. Apt. B115

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\_\_\_\_\_  
\_\_\_\_\_

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

VI

R. C. No. \_\_\_\_\_ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. June 15, 2020.

Your Committee to whom was referred R. O. No. 17-20-21 by City Clerk submitting various license applications; recommends granting the following license applications with (\*) caveats:

CLASS "A" LIQUOR LICENSE (June 30, 2021) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2519	Adithi LLC (Northside Clark)	2709 N. 15 <sup>th</sup> Street
3421	AJ Marketing LLC (Union Avenue BP)	1208 Union Avenue
3007	Ananda Marketing LLC (Tidy Store of Sheboygan)	810 N. 14 <sup>th</sup> Street
*3243	Harbor Petroleum LLC (Harbor Petro)	905 Indiana Avenue
2984	Jai Marketing LLC (Everest Enterprises)	1710 Indiana Avenue
3364	Minit Mart LLC (Minit Mart Store #685)	1508 S. 8 <sup>th</sup> Street
3365	Minit Mart LLC (Minit Mart Store #688)	2235 North Avenue
3366	Minit Mart LLC (Minit Mart Store #690)	2420 Calumet Drive
3367	Minit Mart LLC (Minit Mart Store #694)	3715 Washington Avenue
3368	Minit Mart LLC (Minit Mart Store #696)	3626 S. Taylor Road
3369	Minit Mart LLC (Minit Mart Store #697)	1230 N. Taylor Drive
3370	Minit Mart LLC (Minit Mart Store #699)	1211 Weeden Creek Road
3371	Minit Mart LLC (Minit Mart Store #684)	1006 Geele Avenue
2088	Walgreen Co. (Walgreens #06570)	1029 N. 14 <sup>th</sup> Street
2601	Walgreen Co. (Walgreens #12020)	2702 Calumet Drive
1424	Walgreen Co. (Walgreens #06097)	3320 S. Business Drive
3147	Wisconsin CVS, LLC (CVS/Pharmacy #10549)	1108 N. 14 <sup>th</sup> Street

\* Grant contingent on updating application

CLASS "B" BEER LICENSE (June 30, 2021) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3448	Sheboygan Axe Bar LLC (Longhouse Axe Bar)	1133 Indiana Avenue
*3449	Yangchee LLC (Toy's Restraunt)	1229 N. 8 <sup>th</sup> Street

\* Grant contingent on updating application

CLASS "A" LIQUOR LICENSE (June 30, 2021) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
*3447	Krishna 1 Petroleum LLC (Fountain Park Stop & Go)	905 Erie Avenue

\*Grant as application indicates: "CLASS A" BEER LICENSE

"CLASS A" LIQUOR LICENSE (June 30, 2021) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2929	Aldi Inc. (Aldi #94)	919 South Taylor Drive
3187	Ananda Marketing LLC (Sheboygan Liquor Depot)	810 N. 14 <sup>th</sup> Street
2765	Sheboygan Liquor LLC (Jake's Liquor)	2019 S. Business Drive
3132	Ultimate Mart LLC (Pick N Save #432)	1317 N. 25 <sup>th</sup> Street

"CLASS B" LIQUOR LICENSE (June 30, 2021) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2840	4 <sup>th</sup> Street Tap LLC (4 <sup>th</sup> Street Tap)	520 N. 4 <sup>th</sup> Street
*3160	Bo Mallies LLC (BoMallies)	2427 Calumet Drive
3254	Bookworm Gardens Inc. (Bookworm Gardens)	1415 Campus Drive
1936	Catering with Culinary Artists LLC (Black Pig)	821 N. 8 <sup>th</sup> Street
*3056	Gotta Getcha in Oasis LLC (House Divided)	840 Wilson Avenue
3182	Hans C Graf LLC (Blue Lite)	1029 N. 8 <sup>th</sup> Street

*3066 JBZ Inc. (NZ's Bar & Grill)	1022 Michigan Avenue
*3434 John Michael Kohler Arts Center LLC (Art Preserve)	3636 Lower Falls Road
2135 Keg 1 LLC (Sandeas)	1202 Michigan Avenue
3333 Kohler Co.	Golf Course
2245 Manyvanh, Wongjan (Thai Café Restaurant)	1227 N. 14 <sup>th</sup> Street
3087 Santana's Place LLC (Santana's Place)	1019 Erie Avenue
3248 Seeboth Delicatessen LLC (Seeboth Delicatessen)	1501 S. 8 <sup>th</sup> Street
1734 Sheboygan Hotel, LLC (Holiday Inn-Express)	3823 Germaine Avenue
1345 Sheboygan Outboard Club (Sheboygan Outboard Club)	732 N. Water Street
2943 Superior Bar and Grill LLC (Superior Bar & Grill)	2607 Superior Avenue
3178 Tasty Sheboygan LLC (Tasty Sheboygan)	1423 Union Avenue
3069 Time and a Half LLC (Time and a Half)	2518 N. 15 <sup>th</sup> Street
2030 Twelfth Parallel Inc. (Rewind)	1002 Michigan Avenue

\* Grant contingent on updating application

CLASS "B" BEER LICENSE (June 30, 2021) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2409	Brown Deer Pride LLC (Americinn Hotel & Suites Sheboygan)	3664 S. Taylor Drive
2704	Faye's Pizza LLC (Faye's Pizza)	1821 Calumet Drive
3430	Half Tree Studio LLC (Board and Brush)	528 N. 8 <sup>th</sup> Street
3362	Jai Marketing LLC (Jay's)	1710 Indiana Avenue
3412	Local Hospitality Group LLC (Local Press Eatery)	502 S. 8 <sup>th</sup> Street
*3135	New China Buffet LLC (New China Buffet)	571 S. Taylor Drive
2696	Delavan Family Restaurant Inc. (Sheboygans Family Restaurant)	2704 S. Business Drive

\* Grant contingent on updating application

"CLASS C" LICENSE (June 30, 2021) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2704	Faye's Pizza LLC (Faye's Pizza)	1821 Calumet Drive
3412	Local Hospitality Group LLC (Local Press Eatery)	502 S. 8 <sup>th</sup> Street
2696	Delavan Family Restaurant Inc. (Sheboygans Family Restaurant)	2704 S. Business Drive

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
*3001	Ranieri's Four of a Kind	811 Indiana Avenue - 6/27/20 to include East, West and South parking lots.
*3001	Ranieri's Four of a Kind	811 Indiana Avenue - 08/01/20 to include East, West and South parking lots.
3150	Craft 30	908 Michigan Avenue - 2'x44' in front of bar from building to end of patio area on south side of building.

\* Grant contingent on updating application

SIDEWALK CAFE (April 14, 2021) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
*3412	Local Press Eatery	502 S. 8 <sup>th</sup> Street

\* Effective as of July 1, 2020

_____	_____
_____	_____
_____	_____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

Omnibus Matters

7.2

R. O. No. 17 - 20 - 21. By CITY CLERK. June 1, 2020.

Submitting various license applications for the period ending April 14, 2021 and June 30, 2021.

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City Clerk

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CLASS "A" LIQUOR LICENSE (June 30, 2021) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2519	Adithi LLC (Northside Clark)	2709 N. 15 <sup>th</sup> Street
3421	AJ Marketing LLC (Union Avenue BP)	1208 Union Avenue
3007	Ananda Marketing LLC (Tidy Store of Sheboygan)	810 N. 14 <sup>th</sup> Street
3243	Harbor Petroleum LLC (Harbor Petro)	905 Indiana Avenue
2984	Jai Marketing LLC (Everest Enterprises)	1710 Indiana Avenue
3364	Minit Mart LLC (Minit Mart Store #685)	1508 S. 8 <sup>th</sup> Street
3365	Minit Mart LLC (Minit Mart Store #688)	2235 North Avenue
3366	Minit Mart LLC (Minit Mart Store #690)	2420 Calumet Drive
3367	Minit Mart LLC (Minit Mart Store #694)	3715 Washington Avenue
3368	Minit Mart LLC (Minit Mart Store #696)	3626 S. Taylor Road
3369	Minit Mart LLC (Minit Mart Store #697)	1230 N. Taylor Drive
3370	Minit Mart LLC (Minit Mart Store #699)	1211 Weeden Creek Road
3371	Minit Mart LLC (Minit Mart Store #684)	1006 Geele Avenue
2088	Walgreen Co. (Walgreens #06570)	1029 N. 14 <sup>th</sup> Street
2601	Walgreen Co. (Walgreens #12020)	2702 Calumet Drive
1424	Walgreen Co. (Walgreens #06097)	3320 S. Business Drive

AHP

3147 Wisconsin CVS, LLC 1108 N. 14<sup>th</sup> Street  
(CVS/Pharmacy #10549)

CLASS "B" BEER LICENSE (June 30, 2021) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3448	Sheboygan Axe Bar LLC (Longhouse Axe Bar)	1133 Indiana Avenue
3449	Yangchee LLC (Toy's Restraunt)	1229 N. 8 <sup>th</sup> Street

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<u>No.</u>	<u>Name</u>	<u>Address</u>
3447	Krishna 1 Petroleum LLC (Fountain Park Stop & Go)	905 Erie Avenue

"CLASS A" LIQUOR LICENSE (June 30, 2021) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2929	Aldi Inc. (Aldi #94)	919 South Taylor Drive
3187	Ananda Marketing LLC (Sheboygan Liquor Depot)	810 N. 14 <sup>th</sup> Street
2765	Sheboygan Liquor LLC (Jake's Liquor)	2019 S. Business Drive
3132	Ultimate Mart LLC (Pick N Save #432)	1317 N. 25 <sup>th</sup> Street

CLASS B" LIQUOR LICENSE (June 30, 2021) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2840	4 <sup>th</sup> Street Tap LLC (4 <sup>th</sup> Street Tap)	520 N. 4 <sup>th</sup> Street
3160	Bo Mallies LLC (BoMallies)	2427 Calumet Drive
3254	Bookworm Gardens Inc. (Bookworm Gardens)	1415 Campus Drive
1936	Catering with Culinary Artists LLC (Black Pig)	821 N. 8 <sup>th</sup> Street
3056	Gotta Getcha in Oasis LLC (House Divided)	840 Wilson Avenue

3182 Hans C Graf LLC (Blue Lite)	1029 N. 8 <sup>th</sup> Street
3066 JBZ Inc. (NZ's Bar & Grill)	1022 Michigan Avenue
3434 John Michael Kohler Arts Center LLC (Art Preserve)	3636 Lower Falls Road
2135 Keg 1 LLC (Sandeas)	1202 Michigan Avenue
3333 Kohler Co.	Golf Course
2245 Manyvanh, Wongjan (Thai Café Restaurant)	1227 N. 14 <sup>th</sup> Street
3087 Santana's Place LLC (Santana's Place)	1019 Erie Avenue
3248 Seeboth Delicatessen LLC (Seeboth Delicatessen)	1501 S. 8 <sup>th</sup> Street
1734 Sheboygan Hotel, LLC (Holiday Inn-Express)	3823 Germaine Avenue
1345 Sheboygan Outboard Club (Sheboygan Outboard Club)	732 N. Water Street
2943 Superior Bar and Grill LLC (Superior Bar & Grill)	2607 Superior Avenue
3178 Tasty Sheboygan LLC (Tasty Sheboygan)	1423 Union Avenue
3069 Time and a Half LLC (Time and a Half)	2518 N. 15 <sup>th</sup> Street
2030 Twelfth Parallel Inc. (Rewind)	1002 Michigan Avenue

CLASS "B" BEER LICENSE (June 30, 2021) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2409	Brown Deer Pride LLC (Americinn Hotel & Suites Sheboygan)	3664 S. Taylor Drive
2704	Faye's Pizza LLC (Faye's Pizza)	1821 Calumet Drive
3430	Half Tree Studio LLC (Board and Brush)	528 N. 8 <sup>th</sup> Street
3362	Jai Marketing LLC (Jay's)	1710 Indiana Avenue
3412	Local Hospitality Group LLC (Local Press Eatery)	502 S. 8 <sup>th</sup> Street
3135	New China Buffet LLC (New China Buffet)	571 S. Taylor Drive
2696	Delavan Family Restaurant Inc. (Sheboygans Family Restaurant)	2704 S. Business Drive

"CLASS C" LICENSE (June 30, 2021) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2704	Faye's Pizza LLC (Faye's Pizza)	1821 Calumet Drive
3412	Local Hospitality Group LLC (Local Press Eatery)	502 S. 8 <sup>th</sup> Street
2696	Delavan Family Restaurant Inc. (Sheboygans Family Restaurant)	2704 S. Business Drive

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3001	Ranieri's Four of a Kind	811 Indiana Avenue - 6/27/20 to include East, West and South parking lots.
3001	Ranieri's Four of a Kind	811 Indiana Avenue - 08/01/20 to include East, West and South parking lots.
3150	Craft 30	908 Michigan Avenue - 2'x44' in front of bar from building to end of patio area on south side of building.

SIDEWALK CAFE (April 14, 2021) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3412	Local Press Eatery	502 S. 8 <sup>th</sup> Street

VII

R. C. No. \_\_\_\_\_ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. June 15, 2020.

Your Committee to whom was referred pursuant to DIRECT REFERRAL R. O. No. 18-20-21 by City Clerk submitting various license applications; recommends filing the following application as it was withdrawn by the applicant:

SIDEWALK CAFÉ (NEW) (April 14, 2021)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3450	Field to Fork	332 Park Avenue

_____	_____
_____	_____
_____	_____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

IV

R. C. No. \_\_\_\_\_ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. June 15, 2020.

Your Committee to whom was referred DIRECT REFERRAL R. O. No. 18-20-21 by City Clerk submitting various license applications; recommends granting the following license applications with (\*) caveats:

CHANGE OF AGENT

Cheryl Eggen is replacing Michael Eggen as agent effective immediately for House Divided located at 840 Wilson Avenue.

Bill Richards is replacing Jeffrey Johnson as agent effective immediately for Sheboygan Elks Lodge #299 located at 1943 Erie Avenue.

Joshua Kangley is replacing Jeremy Wolkovitz as agent effective immediately for Minit Mart located at 1508 S. 8<sup>th</sup> Street.

Joshua Kangley is replacing Jeremy Wolkovitz as agent effective immediately for Minit Mart located at 2235 North Avenue.

Joshua Kangley is replacing Jeremy Wolkovitz as agent effective immediately for Minit Mart located at 2420 Calumet Drive.

Joshua Kangley is replacing Jeremy Wolkovitz as agent effective immediately for Minit Mart located at 3715 Washington Avenue.

Joshua Kangley is replacing Jeremy Wolkovitz as agent effective immediately for Minit Mart located at 3626 S. Taylor Drive.

Joshua Kangley is replacing Jeremy Wolkovitz as agent effective immediately for Minit Mart located at 1230 N. Taylor Drive.

Joshua Kangley is replacing Jeremy Wolkovitz as agent effective immediately for Minit Mart located at 1211 Weeden Creek Road.

Joshua Kangley is replacing Jeremy Wolkovitz as agent effective immediately for Minit Mart located at 1006 Geele Avenue.

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2742	8 <sup>th</sup> Street Ale Haus	1132 N. 8 <sup>th</sup> Street - NE exterior Of 1132 N. 8 <sup>th</sup> Street, sidewalk in conjunction with sidewalk café permit. 59'x5' facing St. Claire Ave. 33'x5' facing 8 <sup>th</sup> Street.
*	2880 Anglers Avenue Pub & Grill	518 S. Pier Drive - Public sidewalk north of patio areas and lot east of building.

- \*1936 Black Pig 821 N. 8<sup>th</sup> Street - North green space connected to building, west building frontage and south alley alongside building.
- \*1926 Il Ritrovo 511/515 S. 8<sup>th</sup> Street - Sidewalk café.
- \*3435 Nine-O-Two 902 Indiana Avenue - Area to include east side of building along garage area and along Handicap ramp.
- \*1412 Trattoria Stefano 522 S. 8<sup>th</sup> Street - Sidewalk café.

\* Grant contingent on updating application

SIDEWALK CAFÉ (NEW) (April 14, 2021)

<u>No.</u>	<u>Name</u>	<u>Address</u>
*2880	Anglers Avenue Pub & Grill	518 S. Pier Drive
*1936	Black Pig	821 N. 8 <sup>th</sup> Street
*1926	Il Ritrovo	515 S. 8 <sup>th</sup> Street
*3435	Nine-O-Two	902 Indiana Avenue
*1412	Trattoria Stefano	522 S. 8 <sup>th</sup> Street

\* Grant contingent on updating application

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

DIRECT REFERRAL TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

R. O. No. 18 - 20 - 21. By CITY CLERK. June 10, 2020.

Submitting various license applications.

\_\_\_\_\_  
City Clerk

CHANGE OF AGENT

Cheryl Eggen is replacing Michael Eggen as agent effective immediately for House Divided located at 840 Wilson Avenue.

Bill Richards is replacing Jeffrey Johnson as agent effective immediately for Sheboygan Elks Lodge #299 located at 1943 Erie Avenue.

Joshua Kangley is replacing Jeremy Wolkovitz as agent effective immediately for Minit Mart located at 1508 S. 8<sup>th</sup> Street.

Joshua Kangley is replacing Jeremy Wolkovitz as agent effective immediately for Minit Mart located at 2235 North Avenue.

Joshua Kangley is replacing Jeremy Wolkovitz as agent effective immediately for Minit Mart located at 2420 Calumet Drive.

Joshua Kangley is replacing Jeremy Wolkovitz as agent effective immediately for Minit Mart located at 3715 Washington Avenue.

Joshua Kangley is replacing Jeremy Wolkovitz as agent effective immediately for Minit Mart located at 3626 S. Taylor Drive.

Joshua Kangley is replacing Jeremy Wolkovitz as agent effective immediately for Minit Mart located at 1230 N. Taylor Drive.

Joshua Kangley is replacing Jeremy Wolkovitz as agent effective immediately for Minit Mart located at 1211 Weeden Creek Road.

Joshua Kangley is replacing Jeremy Wolkovitz as agent effective immediately for Minit Mart located at 1006 Geele Avenue.

CHPS

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2742	8 <sup>th</sup> Street Ale Haus	1132 N. 8 <sup>th</sup> Street - NE exterior Of 1132 N. 8 <sup>th</sup> Street, sidewalk in conjunction with sidewalk café permit. 59'x5' facing St. Claire Ave. 33'x5' facing 8 <sup>th</sup> Street.
2880	Anglers Avenue Pub & Grill	518 S. Pier Drive - Public sidewalk north of patio areas and lot east of building.
1936	Black Pig	821 N. 8 <sup>th</sup> Street - North green space connected to building, west building frontage and south alley alongside building.
1926	Il Ritrovo	511/515 S. 8 <sup>th</sup> Street - Sidewalk café.
3435	Nine-O-Two	902 Indiana Avenue - Area to include east side of building along garage area and along Handicap ramp.
1412	Trattoria Stefano	522 S. 8 <sup>th</sup> Street - Sidewalk café.

SIDEWALK CAFÉ (NEW) (April 14, 2021)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2880	Anglers Avenue Pub & Grill	518 S. Pier Drive
1936	Black Pig	821 N. 8 <sup>th</sup> Street
3450	Field to Fork	332 Park Avenue
1926	Il Ritrovo	515 S. 8 <sup>th</sup> Street
3435	Nine-O-Two	902 Indiana Avenue
1412	Trattoria Stefano	522 S. 8 <sup>th</sup> Street

VIII

R. C. No. \_\_\_\_\_ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. June 15, 2020.

Your Committee to whom was referred Res. No. 31-20-21 by Alderpersons Sorenson and Dekker authorizing the appropriate City official to execute the Software Licensing Agreement between Bound Tree Medical, LLC and the City of Sheboygan Fire Department to provide inventory management software to the City of Sheboygan Fire Department; recommends adopting the Resolution.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

III

4.3

Res. No. 31 - 20 - 21. By Alderpersons Sorenson and Dekker.  
June 1, 2020.

A RESOLUTION authorizing the appropriate City official to execute the Software Licensing Agreement between Bound Tree Medical, LLC and the City of Sheboygan Fire Department to provide inventory management software to the City of Sheboygan Fire Department.

RESOLVED: That the Fire Chief is authorized to execute the Software Licensing Agreement ("Agreement"), a copy of which is attached hereto and incorporated herein.

BE IT FURTHER RESOLVED: That for the avoidance of doubt, the Fire Chief is authorized to execute Orders, as defined in the Agreement, with Bound Tree Medical, LLC which are consistent with the terms of the Agreement.

Dean Dekker

ALPS

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



## Software Licensing Agreement

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### Customer

Name: City of Sheboygan Fire Department  
Address: 1326 N. 25th Street  
Sheboygan, Wisconsin  
Attention: Michael Lubbert  
E-mail: Michael.lubbert@sheboyganwi.gov

### Company

Bound Tree Medical, LLC  
5000 Tuttle Crossing Blvd.  
Dublin, OH 43016  
Brian LaDuke  
[Brian.LaDuke@sarnova.com](mailto:Brian.LaDuke@sarnova.com)

This Software Licensing Agreement (the "Agreement") is hereby entered this \_\_\_ day of \_\_\_\_\_, 2020 (the "Effective Date") by and between Company and Customer (referred to herein as the "Parties" or "Party").

- 1. Scope.** Company is a reseller of inventory management software for providers of Emergency Medical Services. Subject to the terms and conditions of this Agreement, Customer agrees to order and Company agrees to sell inventory management software described in an applicable order to this Agreement ("Order"). The purchase of software could also involve the purchase of software accessories. Software could facilitate the purchase of Products. Any purchase of software accessories or Products as a result of an Order is also governed by this Agreement.
- 2. Term.** The term of this Agreement shall become effective as of the Effective Date and shall remain in full force and effective for 3 years after the Effective Date unless otherwise terminated in accordance with the provisions set forth herein.
- 3. Grant of Non-Exclusive License.** Subject to the terms and conditions of this Agreement, any software provided pursuant by Company to Customer is done pursuant to a non-exclusive irrevocable license to the Software during the Term (the "License").
- 4. Licensing Fee.** The fee for each License shall be as specified on the Order, per Contract Year, payable as of the respective Contract Year. For this purpose a "Contract Year" is the twelve (12) consecutive month period beginning on the Effective Date, and each succeeding twelve (12) month consecutive 12 month period during the Term. If this Agreement ends prior to the end of a Contract Year, the annual license fee for any software purchased in an Order will be pro-rated to reflect the number of months in the final Contract Year. The number of Licenses issued under this Agreement is specified in the Order.
- 5. Software Accessories and Products.** Customer may purchase Software Accessories needed to operate the software at the prices specified on the Order, which shall be payable at the time of purchase. Software may facilitate the purchase of Products used to provide Emergency Medical Services.
- 6. Set Up and Training.** Set up of the Software shall be performed by the software developer at the price specified on the Order.
- 7. Warranties.** Any warranty on any Products purchased through Software provided by Company are those of the manufacturer and not of Company. Further, the manufacturer warranty, if any, is only applicable for the warranty period listed on the Product's label. The Software and Software Accessories carry only those warranties made for them by their manufacturers. The duration of the warranty shall extend for the length of time

set by the manufacturer. THERE ARE NO OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- 8. Limitation of Liability.** COMPANY SHALL NOT BE LIABLE FOR PUNITIVE, SPECIAL, PROXIMATE, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY DAMAGES OR NONCONFORMITY OF THE SOFTWARE AND SOFTWARE ACCESSORIES.
- 9. Force Majeure.** In the event that either Party is prevented from performing or is unable to perform any of its obligations under this Agreement or an Order under this Agreement (other than payment of amounts due hereunder) due to any Act of God, fire, casualty, flood, war, strike, lockout, epidemic, destruction of facilities, riot, insurrection, or any other cause beyond the reasonable control of the Party invoking this Section, such party's performance shall be excused and the time for the performance shall be extended for the period of the delay or inability to perform due to such occurrences.
- 10. Confidentiality.** In the event Customer receives a request for information related to this Agreement (including an Order under this Agreement), Customer shall email the Company at [regulatory@sarnova.com](mailto:regulatory@sarnova.com). Company acknowledges and recognizes that under Wisconsin Public Records Law, Customer is to respond to a Public Records Request within ten business days of receipt. Company may provide guidance to Customer regarding whether, in its opinion, requested information constitutes a Trade Secret or is otherwise protected from disclosure. Any such guidance shall be provided to Customer within seven (7) business days of receipt of notice of the request. Receipt of notice shall be deemed to occur upon Customer sending the email to Company as long as Customer does not receive an undeliverable notice. If no guidance is provided to Customer within seven (7) business days of receipt of notice of the request, Company shall be deemed to have waived any assertion that the information in question is a Trade Secret or is otherwise protected from disclosure. Customer agrees to consider any guidance provided by Company in making its decision how to proceed under the Wisconsin Public Records Law. Customer is ultimately responsible for its compliance with the Wisconsin Public Records Law. Nothing in this Section shall prevent Company from—at Company's sole cost—taking any other step permitted by law, such as asserting an objection, challenging the validity of a request, or seeking a protective order in a court of competent jurisdiction, to protect its information. The parties recognize that any step permitted by law must take place within the deadlines required by any applicable statute, rules, or regulations. This Agreement cannot

and does not extend the timeline for such action.

- 11. **Termination.** Each Party reserves the right to terminate the Agreement if: (a) the other Party ceases to function as a going concern in the normal course of business; (b) the other Party commits or suffers any act of bankruptcy or insolvency; (c) upon notice of termination after notice of a material breach has been given and such breach is not cured within thirty (30) days following the notice of breach. Either Party may terminate this agreement at any time upon 30 days prior written notice to the other Party.
- 12. **Relationship of Parties.** Each Party is an independent contractor of the other. Neither Party shall be the legal agent of the other for any purpose whatsoever and therefore has no right or authority to make or underwrite any promise, warranty, or representation, to execute any Agreement, or otherwise to assume any obligation or responsibility in the name of or on behalf of the other party, except to the extent specifically authorized in writing by the other Party.
- 13. **Assignment.** This Agreement and the rights and obligations hereunder shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; provided that no Assignment, sale or other assignment of this Agreement can occur unless either (a) the transfer occurs by way of merger, reorganization, consolidation, amalgamation, or as part of a transfer of all or substantially all of the assigning party's assets, or (b) then non-transferring Party consents to the transfer. In the event of such a transfer, the transferring Party agrees to secure consent from the transferee that it will assume and perform all obligations of the transferring Party under this Agreement. Customer or Company shall give the other written notice of any anticipated assignment of the Agreement as soon as administratively practicable after such information may first be made public.
- 14. **Notices.** All notices or other communications that are required or permitted hereunder shall be in writing and delivered personally, sent by facsimile (and such facsimile must be promptly confirmed by personal delivery, registered or certified mail or overnight courier as provided herein), sent by nationally-recognized overnight courier or sent by registered or certified mail, postage prepaid, return receipt requested, to the addresses first specified hereinabove, or to such other address as the Party to whom notice is to be given may have furnished to the other Party in writing in accordance herewith, to the attention of the Chief Executive Officer. In addition, a copy of any notice to Company must be sent to General Counsel, Bound

Tree Medical, LLC, 5000 Tuttle Crossing Blvd., Dublin, OH 43016 (such copy shall not constitute legal notice).

- 15. **Headings.** The headings of this Agreement are for convenience only and shall not affect the meaning of the terms of this Agreement.
- 16. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. Each party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of this Agreement must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the state or federal courts in Delaware.
- 17. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of either Party under this Agreement will not be materially and adversely affected thereby such provision shall be fully severable and the remaining provisions of this Agreement shall remain in full force and effect to the fullest extent permitted by applicable law, each Party hereby waives any provision of law that would render any provision prohibited or unenforceable in any respect.
- 18. **Waiver of Jury Trial.** CUSTOMER AGREES TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF THE DISPUTE OR CLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN ANY OF THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THIS AGREEMENT.
- 19. **Miscellaneous.** Both Parties shall comply with all laws, rules, and regulations applicable to this Agreement. All purchases under this Agreement are for Customer's "own use" as such term is defined in judicial or legislative interpretation. This Agreement and any approved Order is the entire agreement between the parties with regard to the subject matter of this Agreement. No amendment of the terms of this Agreement will be binding on either party unless reduced to writing and signed by an authorized employee of the party to be bound.
- 20. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Company Agreement as of this \_\_\_day of\_\_\_\_, 2020

**Customer**

**Bound Tree Medical, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Brian LaDuke

Title: \_\_\_\_\_

Title: President

\*To the extent any item is provided at no charge, it is deemed to be provided at a discount on the full price of such item. These discounts are governed by the terms of the Agreement and the Order. The parties acknowledge that the rebate provided under the terms of this Agreement and the Order constitutes a "discounts or other reductions in price" under section 1128 B(b)(3)(A) of the Social Security Act 42 U.S.C. 1320a-7b(b)(3)(A). Accordingly, Customer shall disclose the discount to any state or federal program that provides cost or charge-based reimbursement to the extent required by law.



## Software Licensing Agreement

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**Customer**

Name: City of Sheboygan Fire Department  
Address: 1326 N. 25th Street  
Sheboygan, Wisconsin  
Attention: Michael Lubbert  
E-mail: Michael.lubbert@sheboyganwi.gov

**Company**

Bound Tree Medical, LLC  
5000 Tuttle Crossing Blvd.  
Dublin, OH 43016  
Brian LaDuke  
[Brian.LaDuke@sarnova.com](mailto:Brian.LaDuke@sarnova.com)

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This Software Licensing Agreement (the "Agreement") is hereby entered this 15 day of June, 2020 (the "Effective Date") by and between Company and Customer (referred to herein as the "Parties" or "Party").

1. **Scope.** Company is a reseller of inventory management software for providers of Emergency Medical Services. Subject to the terms and conditions of this Agreement, Customer agrees to order and Company agrees to sell inventory management software described in an applicable order to this Agreement ("Order"). The purchase of software could also involve the purchase of software accessories. Software could facilitate the purchase of Products. Any purchase of software accessories or Products as a result of an Order is also governed by this Agreement.
2. **Term.** The term of this Agreement shall become effective as of the Effective Date and shall remain in full force and effective for 3 years after the Effective Date unless otherwise terminated in accordance with the provisions set forth herein.
3. **Grant of Non-Exclusive License.** Subject to the terms and conditions of this Agreement, any software provided pursuant by Company to Customer is done pursuant to a non-exclusive irrevocable license to the Software during the Term (the "License").
4. **Licensing Fee.** The fee for each License shall be as specified on the Order, per Contract Year, payable as of the respective Contract Year. For this purpose a "Contract Year" is the twelve (12) consecutive month period beginning on the Effective Date, and each succeeding twelve (12) month consecutive 12 month period during the Term. If this Agreement ends prior to the end of a Contract Year, the annual License fee for any software purchased in an Order will be pro-rated to reflect the number of months in the final Contract Year. The number of Licenses issued under this Agreement is specified in the Order.
5. **Software Accessories and Products.** Customer may purchase Software Accessories needed to operate the software at the prices specified on the Order, which shall be payable at the time of purchase. Software may facilitate the purchase of Products used to provide Emergency Medical Services.
6. **Set Up and Training.** Set up of the Software shall be performed by the software developer at the price specified on the Order.
7. **Warranties.** Any warranty on any Products purchased through Software provided by Company are those of the manufacturer and not of Company. Further, the manufacturer warranty, if any, is only applicable for the warranty period listed on the Product's label. The Software and Software Accessories carry only those warranties made for them by their manufacturers. The duration of the warranty shall extend for the length of time

set by the manufacturer. THERE ARE NO OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. **Limitation of Liability.** COMPANY SHALL NOT BE LIABLE FOR PUNITIVE, SPECIAL, PROXIMATE, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY DAMAGES OR NONCONFORMITY OF THE SOFTWARE AND SOFTWARE ACCESSORIES.
9. **Force Majeure.** In the event that either Party is prevented from performing or is unable to perform any of its obligations under this Agreement or an Order under this Agreement (other than payment of amounts due hereunder) due to any Act of God, fire, casualty, flood, war, strike, lockout, epidemic, destruction of facilities, riot, insurrection, or any other cause beyond the reasonable control of the Party invoking this Section, such party's performance shall be excused and the time for the performance shall be extended for the period of the delay or inability to perform due to such occurrences.
10. **Confidentiality.** In the event Customer receives a request for information related to this Agreement (including an Order under this Agreement), Customer shall email the Company at [regulatory@sarnova.com](mailto:regulatory@sarnova.com). Company acknowledges and recognizes that under Wisconsin Public Records Law, Customer is to respond to a Public Records Request within ten business days of receipt. Company may provide guidance to Customer regarding whether, in its opinion, requested information constitutes a Trade Secret or is otherwise protected from disclosure. Any such guidance shall be provided to Customer within seven (7) business days of receipt of notice of the request. Receipt of notice shall be deemed to occur upon Customer sending the email to Company as long as Customer does not receive an undeliverable notice. If no guidance is provided to Customer within seven (7) business days of receipt of notice of the request, Company shall be deemed to have waived any assertion that the information in question is a Trade Secret or is otherwise protected from disclosure. Customer agrees to consider any guidance provided by Company in making its decision how to proceed under the Wisconsin Public Records Law. Customer is ultimately responsible for its compliance with the Wisconsin Public Records Law. Nothing in this Section shall prevent Company from—at Company's sole cost—taking any other step permitted by law, such as asserting an objection, challenging the validity of a request, or seeking a protective order in a court of competent jurisdiction, to protect its information. The parties recognize that any step permitted by law must take place within the deadlines required by any applicable statute, rules, or regulations. This Agreement cannot

- and does not extend the timeline for such action.
11. Termination. Each Party reserves the right to terminate the Agreement if: (a) the other Party ceases to function as a going concern in the normal course of business; (b) the other Party commits or suffers any act of bankruptcy or insolvency; (c) upon notice of termination after notice of a material breach has been given and such breach is not cured within thirty (30) days following the notice of breach. Either Party may terminate this agreement at any time upon 30 days prior written notice to the other Party.
  12. Relationship of Parties. Each Party is an independent contractor of the other. Neither Party shall be the legal agent of the other for any purpose whatsoever and therefore has no right or authority to make or underwrite any promise, warranty, or representation, to execute any Agreement, or otherwise to assume any obligation or responsibility in the name of or on behalf of the other party, except to the extent specifically authorized in writing by the other Party.
  13. Assignment. This Agreement and the rights and obligations hereunder shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; provided that no Assignment, sale or other assignment of this Agreement can occur unless either (a) the transfer occurs by way of merger, reorganization, consolidation, amalgamation, or as part of a transfer of all or substantially all of the assigning party's assets, or (b) then non-transferring Party consents to the transfer. In the event of such a transfer, the transferring Party agrees to secure consent from the transferee that it will assume and perform all obligations of the transferring Party under this Agreement. Customer or Company shall give the other written notice of any anticipated assignment of the Agreement as soon as administratively practicable after such information may first be made public.
  14. Notices. All notices or other communications that are required or permitted hereunder shall be in writing and delivered personally, sent by facsimile (and such facsimile must be promptly confirmed by personal delivery, registered or certified mail or overnight courier as provided herein), sent by nationally-recognized overnight courier or sent by registered or certified mail, postage prepaid, return receipt requested, to the addresses first specified hereinabove, or to such other address as the Party to whom notice is to be given may have furnished to the other Party in writing in accordance herewith, to the attention of the Chief Executive Officer. In addition, a copy of any notice to Company must be sent to General Counsel, Bound

Tree Medical, LLC, 5000 Tuttle Crossing Blvd., Dublin, OH 43016 (such copy shall not constitute legal notice).

15. Headings. The headings of this Agreement are for convenience only and shall not affect the meaning of the terms of this Agreement.
16. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. Each party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of this Agreement must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the state or federal courts in Delaware.
17. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of either Party under this Agreement will not be materially and adversely affected thereby such provision shall be fully severable and the remaining provisions of this Agreement shall remain in full force and effect to the fullest extent permitted by applicable law, each Party hereby waives any provision of law that would render any provision prohibited or unenforceable in any respect.
18. Waiver of Jury Trial. CUSTOMER AGREES TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF THE DISPUTE OR CLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN ANY OF THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THIS AGREEMENT.
19. Miscellaneous. Both Parties shall comply with all laws, rules, and regulations applicable to this Agreement. All purchases under this Agreement are for Customer's "own use" as such term is defined in judicial or legislative interpretation. This Agreement and any approved Order is the entire agreement between the parties with regard to the subject matter of this Agreement. No amendment of the terms of this Agreement will be binding on either party unless reduced to writing and signed by an authorized employee of the party to be bound.
20. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Company Agreement as of this 18 day of JUNE, 2020

Customer

By: 

Name: ERIC MONTELLANO

Title: FIRE CHIEF

Bound Tree Medical, LLC

By: 

Name: Alisha Enrico

Title: Director of Product Management

\*To the extent any item is provided at no charge, it is deemed to be provided at a discount on the full price of such item. These discounts are governed by the terms of the Agreement and the Order. The parties acknowledge that the rebate provided under the terms of this Agreement and the Order constitutes a "discounts or other reductions in price" under section 1128 B(b)(3)(A) of the Social Security Act 42 U.S.C. 1320a-7b(b)(3)(A). Accordingly, Customer shall disclose the discount to any state or federal program that provides cost or charge-based reimbursement to the extent required by law.



**ORDER<sup>1</sup>**

**Customer**

Name: City of Sheboygan Fire Department  
 Address: 1326 N. 25th Street  
 Sheboygan, Wisconsin  
 Attention: Michael Lubbert  
 E-mail: Michael.lubbert@sheboyganwi.gov

**Company**

Bound Tree Medical, LLC  
 5000 Tuttle Crossing Blvd.  
 Dublin, OH 43016

BTM Customer Number: 212408  
 BTM Account Manager: Scott Brickson  
 Number of Inventory Management Licenses: 5  
 Rebate Period: 3 Years

Bound Tree Pricing Summary	Year 1	Year 2	Year 3	Total
Operative IQ Mobile Inventory Management System for Emergency Medical Services Licenses	\$2,100	\$2,100	\$2,100	\$6,300
Traditional Training – Inventory & Asset Management	\$1,500	\$0	\$0	\$1,500
KoamTac KDC400 Case – iPad Air 2 Otterbox	\$90	\$0	\$0	\$90
KoamTac KDC470Li 1D Laser Barcode Smartsled – Case Not Included	\$329	\$0	\$0	\$329
<b>Total Fees Before Rebate</b>	<b>\$4,019</b>	<b>\$2,100</b>	<b>\$2,100</b>	<b>\$8,219</b>

Bound Tree Pricing Summary	Year 1	Year 2	Year 3	Total
<b>Rebate Percentage for Licenses</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	
Operative IQ Mobile Inventory Management System for Emergency Medical Services Licenses	\$0	\$0	\$0	\$0
Traditional Training – Inventory & Asset Management	\$0	\$0	\$0	\$0
KoamTac KDC400 Case – iPad Air 2 Otterbox	\$0	\$0	\$0	\$0
KoamTac KDC470Li 1D Laser Barcode Smartsled – Case Not Included	\$0	\$0	\$0	\$0
<b>Total Fees Before Rebate</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

Rebate Calculation	Year 1	Year 2	Year 3	Total Savings
<b>Rebate Percentage</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	
Minimum Purchase Commitment (of Products) for Rebate	\$50,000	\$50,000	\$50,000	
<b>Rebate Amount</b>	<b>\$4,019</b>	<b>\$2,100</b>	<b>\$2,100</b>	<b>\$8,219</b>

<sup>1</sup> This Order is a part of the Software Licensing Agreement between Customer and Company, which was made effective on 6-15-2020. All Terms and Conditions from that Software Licensing Agreement apply to this Order.

**Mechanics Regarding the Rebate:**

If the volume of Products purchased by Customer from Company in any Contract Year equals or exceeds \$50,000, Customer is eligible for a rebate in the amount specified in the Rebate Calculation Chart, above.

The rebate is payable as soon as practicable after the close of the Rebate Period by credit memo upon calculation and approval of the rebate by Company.

Pursuant to the Terms and Conditions of the Software Licensing Agreement, to the extent any item is provided at no charge, it is deemed to be provided at a discount on the full price of such item. The parties acknowledge that the rebate provided under the terms of this Agreement constitutes a "discounts or other reductions in price" under section 1128 B(b)(3)(A) of the Social Security Act 42 U.S.C. 1320a-7b(b)(3)(A). Accordingly, Customer shall disclose the discount to any state or federal program that provides cost or

VIII

R. C. No. \_\_\_\_\_ - 20 - 21. By PUBLIC WORKS COMMITTEE. June 15, 2020.

Your Committee to whom was referred Res. No. 32-20-21 by Alderpersons Wolf and Sorenson informing the Wisconsin Department of Natural Resources (WDNR) that the 2019 Compliance Maintenance Annual Report (CMAR) has been reviewed; recommends adopting the Resolution.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

III

Other Matters

73

Res. No. 32 - 20 - 21. By Alderpersons Wolf and Sorenson. June 1, 2020.


A RESOLUTION informing the Wisconsin Department of Natural Resources (WDNR) that the 2019 Compliance Maintenance Annual Report (CMAR) has been reviewed.

RESOLVED: That the City of Sheboygan hereby informs the WDNR that the Common Council has reviewed the 2019 CMAR, which is attached to this resolution.

BE IT FURTHER RESOLVED: That the Sheboygan Regional Wastewater Treatment Facility received an "A" grade for each section of the 2019 CMAR, and require no further action by council.

BE IT FURTHER RESOLVED: That the 2019 CMAR be accepted and placed on file.

AW

  
\_\_\_\_\_  
\_\_\_\_\_

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

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:

5/29/2020

2019

## Influent Flow and Loading

### 1. Monthly Average Flows and BOD Loadings

1.1 Verify the following monthly flows and BOD loadings to your facility.

Influent No. 701	Influent Monthly Average Flow, MGD	x	Influent Monthly Average BOD Concentration mg/L	x	8.34	=	Influent Monthly Average BOD Loading, lbs/day
January	11.2340	x	169	x	8.34	=	15,855
February	9.8714	x	143	x	8.34	=	11,783
March	13.9820	x	98	x	8.34	=	11,450
April	15.9412	x	90	x	8.34	=	11,958
May	14.5912	x	90	x	8.34	=	10,932
June	12.2567	x	122	x	8.34	=	12,444
July	11.8670	x	114	x	8.34	=	11,309
August	10.3380	x	128	x	8.34	=	11,041
September	10.3719	x	130	x	8.34	=	11,235
October	16.8315	x	93	x	8.34	=	13,084
November	13.2741	x	117	x	8.34	=	12,975
December	13.8165	x	103	x	8.34	=	11,869

### 2. Maximum Monthly Design Flow and Design BOD Loading

2.1 Verify the design flow and loading for your facility.

Design	Design Factor	x	%	=	% of Design
Max Month Design Flow, MGD	25.2	x	90	=	22.68
		x	100	=	25.2
Design BOD, lbs/day	27940	x	90	=	25146
		x	100	=	27940

2.2 Verify the number of times the flow and BOD exceeded 90% or 100% of design, points earned, and score:

	Months of Influent	Number of times flow was greater than 90% of	Number of times flow was greater than 100% of	Number of times BOD was greater than 90% of design	Number of times BOD was greater than 100% of design
January	1	0	0	0	0
February	1	0	0	0	0
March	1	0	0	0	0
April	1	0	0	0	0
May	1	0	0	0	0
June	1	0	0	0	0
July	1	0	0	0	0
August	1	0	0	0	0
September	1	0	0	0	0
October	1	0	0	0	0
November	1	0	0	0	0
December	1	0	0	0	0
Points per each		2	1	3	2
Exceedances		0	0	0	0
Points		0	0	0	0
<b>Total Number of Points</b>					<b>0</b>

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2020 2019

### 3. Flow Meter

3.1 Was the influent flow meter calibrated in the last year?

- Yes Enter last calibration date (MM/DD/YYYY)

No

If No, please explain:

### 4. Sewer Use Ordinance

4.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences?

- Yes  
 No

If No, please explain:

4.2 Was it necessary to enforce the ordinance?

- Yes  
 No

If Yes, please explain:

### 5. Septage Receiving

5.1 Did you have requests to receive septage at your facility?

- | Septic Tanks                         | Holding Tanks                        | Grease Traps                        |
|--------------------------------------|--------------------------------------|-------------------------------------|
| <input checked="" type="radio"/> Yes | <input checked="" type="radio"/> Yes | <input type="radio"/> Yes           |
| <input type="radio"/> No             | <input type="radio"/> No             | <input checked="" type="radio"/> No |

5.2 Did you receive septage at your facility? If yes, indicate volume in gallons.

Septic Tanks  
 Yes  gallons

No

Holding Tanks  
 Yes  gallons

No

Grease Traps  
 Yes  gallons

No

5.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes.

### 6. Pretreatment

6.1 Did your facility experience operational problems, permit violations, biosolids quality concerns, or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year?

- Yes  
 No

If yes, describe the situation and your community's response.

6.2 Did your facility accept hauled industrial wastes, landfill leachate, etc.?

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2020 2019

- Yes
- No

If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes.

Hauled in food processing wastes and landfill leachate were accepted at the facility during 2019. These wastes are screened for expected contaminants to ensure protection of the facility.

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	A

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:

5/29/2020

2019

## Effluent Quality and Plant Performance (BOD/CBOD)

### 1. Effluent (C)BOD Results

1.1 Verify the following monthly average effluent values, exceedances, and points for BOD or CBOD

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit > 10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	25	22.5	4	1	0	0
February	25	22.5	3	1	0	0
March	25	22.5	4	1	0	0
April	25	22.5	3	1	0	0
May	25	22.5	2	1	0	0
June	25	22.5	2	1	0	0
July	25	22.5	2	1	0	0
August	25	22.5	1	1	0	0
September	25	22.5	1	1	0	0
October	25	22.5	2	1	0	0
November	25	22.5	2	1	0	0
December	25	22.5	2	1	0	0

\* Equals limit if limit is <= 10

Months of discharge/yr	12		
Points per each exceedance with 12 months of discharge		7	3
Exceedances		0	0
Points		0	0
<b>Total number of points</b>			<b>0</b>

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is  $12/6 = 2.0$

1.2 If any violations occurred, what action was taken to regain compliance?

### 2. Flow Meter Calibration

2.1 Was the effluent flow meter calibrated in the last year?

Yes Enter last calibration date (MM/DD/YYYY)

No

If No, please explain:

The facility does not have an effluent flow meter and reports influent flow only.

### 3. Treatment Problems

3.1 What problems, if any, were experienced over the last year that threatened treatment?

No problems occurred that threatened treatment during the year.

### 4. Other Monitoring and Limits

4.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants such as chlorides, pH, residual chlorine, fecal coliform, or metals?

Yes

No

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2020 2019

If Yes, please explain:

4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test?

- Yes
- No

If Yes, please explain:

4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity?

- Yes
- No
- N/A

Please explain unless not applicable:

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	A

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:

5/29/2020

2019

## Effluent Quality and Plant Performance (Total Suspended Solids)

### 1. Effluent Total Suspended Solids Results

#### 1.1 Verify the following monthly average effluent values, exceedances, and points for TSS:

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit >10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	7	1	0	0
February	30	27	7	1	0	0
March	30	27	7	1	0	0
April	30	27	6	1	0	0
May	30	27	4	1	0	0
June	30	27	4	1	0	0
July	30	27	3	1	0	0
August	30	27	2	1	0	0
September	30	27	3	1	0	0
October	30	27	4	1	0	0
November	30	27	4	1	0	0
December	30	27	4	1	0	0

\* Equals limit if limit is <= 10

Months of Discharge/yr	12		
<b>Points per each exceedance with 12 months of discharge:</b>		<b>7</b>	<b>3</b>
Exceedances		0	0
Points		0	0
<b>Total Number of Points</b>			<b>0</b>

0

NOTE: For systems that discharge intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is  $12/6 = 2.0$

#### 1.2 If any violations occurred, what action was taken to regain compliance?

--

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	<b>A</b>

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:

5/29/2020

2019

## Effluent Quality and Plant Performance (Phosphorus)

### 1. Effluent Phosphorus Results

#### 1.1 Verify the following monthly average effluent values, exceedances, and points for Phosphorus

Outfall No. 001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	.9	0.527	1	0
February	.9	0.538	1	0
March	.9	0.459	1	0
April	.9	0.434	1	0
May	.9	0.376	1	0
June	.9	0.352	1	0
July	.9	0.423	1	0
August	.9	0.322	1	0
September	.9	0.378	1	0
October	.9	0.255	1	0
November	.9	0.188	1	0
December	.9	0.282	1	0
Months of Discharge/yr			12	
<b>Points per each exceedance with 12 months of discharge:</b>				<b>10</b>
Exceedances				0
<b>Total Number of Points</b>				<b>0</b>

0

NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge.

Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is  $12/6 = 2.0$

#### 1.2 If any violations occurred, what action was taken to regain compliance?

--

<b>Total Points Generated</b>	<b>0</b>
<b>Score (100 - Total Points Generated)</b>	<b>100</b>
<b>Section Grade</b>	<b>A</b>

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2020 2019

## Biosolids Quality and Management

### 1. Biosolids Use/Disposal

1.1 How did you use or dispose of your biosolids? (Check all that apply)

- Land applied under your permit  
 Publicly Distributed Exceptional Quality Biosolids  
 Hauled to another permitted facility  
 Landfilled  
 Incinerated  
 Other

NOTE: If you did not remove biosolids from your system, please describe your system type such as lagoons, reed beds, recirculating sand filters, etc.

1.1.1 If you checked Other, please describe:

A small portion were distributed to the public during our open house and for use on our facility grounds. The majority of the material was purchased by a third party for use to enhance top soil and as a fertilizer. Biosolids from cleaning digester #8 was characterized and landfilled.

### 3. Biosolids Metals

Number of biosolids outfalls in your WPDES permit:

3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year.

#### Outfall No. 004 - EQ Dried Sludge

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41		5.83			<4.9		6.7		3.71	6.5			<7		0	0
Cadmium		39		.805			.69		.6		1.27	.85			.86		0	0
Copper		1500		363			460		436		448	555			441		0	0
Lead		300		21.6			30.4		29.4		23.6	37.9			34.5		0	0
Mercury		17		1.56			.38		.52		.442	.47			.51		0	0
Molybdenum	60		75	9.65			10.4		8.9		10.3	9.3			10.1	0		0
Nickel				31.3			34.6		26.2		31.9	27.2			25.4	0		0
Selenium				1.82			4.1		3.1		2.48	3.1			4.7	0		0
Zinc		2800		634			669		592		688	610			633		0	0

3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel, or selenium = 0

Exceedence Points

- 0 (0 Points)
- 1-2 (10 Points)
- > 2 (15 Points)

3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loading at each land application site? (check applicable box)

- Yes
- No (10 points)
- N/A - Did not exceed limits or no HQ limit applies (0 points)
- N/A - Did not land apply biosolids until limit was met (0 points)

3.1.3 Number of times any of the metals exceeded the ceiling limits = 0

Exceedence Points

- 0 (0 Points)
- 1 (10 Points)
- > 1 (15 Points)

3.1.4 Were biosolids land applied which exceeded the ceiling limit?

- Yes (20 Points)

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2020 2019

● No (0 Points)

3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken? Has the source of the metals been identified?

0

## 4. Pathogen Control (per outfall):

4.1 Verify the following information. If any information is incorrect, use the Report Issue button under the Options header in the left-side menu.

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2019 - 02/28/2019
Density:	2
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality sludge from the sludge dryer

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	03/01/2019 - 04/30/2019
Density:	8
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality sludge from the sludge dryer

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	05/01/2019 - 06/30/2019
Density:	4
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality Sludge from the sludge dryer

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2020 2019

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	07/01/2019 - 08/31/2019
Density:	2
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality Sludge from the sludge dryer

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	09/01/2019 - 10/31/2019
Density:	2
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality Sludge from the sludge dryer

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	11/01/2019 - 12/31/2019
Density:	3
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality Sludge from the sludge dryer

4.2 If exceeded Class B limit or did not meet the process criteria at the time of land application.

4.2.1 Was the limit exceeded or the process criteria not met at the time of land application?

Yes (40 Points)

No

If yes, what action was taken?

5. Vector Attraction Reduction (per outfall):

5.1 Verify the following information. If any of the information is incorrect, use the Report Issue button under the Options header in the left-side menu.

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2020 2019

Outfall Number:	004
Method Date:	01/14/2019
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	95.50

Outfall Number:	004
Method Date:	04/08/2019
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	97.70

Outfall Number:	004
Method Date:	06/10/2019
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	96.80

Outfall Number:	004
Method Date:	08/12/2019
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	95.90

Outfall Number:	004
Method Date:	09/23/2019
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	97

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:

5/29/2020

2019

Outfall Number:	004	0
Method Date:	12/09/2019	
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids	
Requirement Met:	Yes	
Land Applied:	Yes	
Limit (if applicable):	>90	
Results (if applicable):	95.80	
<p>5.2 Was the limit exceeded or the process criteria not met at the time of land application?</p> <p><input type="radio"/> Yes (40 Points)</p> <p><input checked="" type="radio"/> No</p> <p>If yes, what action was taken?</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
<p>6. Biosolids Storage</p> <p>6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?</p> <p><input checked="" type="radio"/> &gt;= 180 days (0 Points)</p> <p><input type="radio"/> 150 - 179 days (10 Points)</p> <p><input type="radio"/> 120 - 149 days (20 Points)</p> <p><input type="radio"/> 90 - 119 days (30 Points)</p> <p><input type="radio"/> &lt; 90 days (40 Points)</p> <p><input type="radio"/> N/A (0 Points)</p> <p>6.2 If you checked N/A above, explain why.</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
<p>7. Issues</p> <p>7.1 Describe any outstanding biosolids issues with treatment, use or overall management:</p> <div style="border: 1px solid black; padding: 5px;">No issues with biosolids management or treatment.</div>		

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	A

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:

5/29/2020

2019

## Staffing and Preventative Maintenance (All Treatment Plants)

### 1. Plant Staffing

1.1 Was your wastewater treatment plant adequately staffed last year?

- Yes
- No

If No, please explain:

Could use more help/staff for:

1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping?

- Yes
- No

If No, please explain:

### 2. Preventative Maintenance

2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items?

- Yes (Continue with question 2)
- No (40 points)

If No, please explain, then go to question 3:

2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment?

- Yes
- No (10 points)

2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly?

- Yes
  - Paper file system
  - Computer system
  - Both paper and computer system
- No (10 points)

0

### 3. O&M Manual

3.1 Does your plant have a detailed O&M and Manufacturer Equipment Manuals that can be used as a reference when needed?

- Yes
- No

### 4. Overall Maintenance /Repairs

4.1 Rate the overall maintenance of your wastewater plant.

- Excellent
- Very good
- Good
- Fair
- Poor

Describe your rating:

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2020 2019

The plant is well maintained, has adequate in line spares and there is the flexibility to take equipment off line without affecting the process. The staff has improved the documentation of repairs and inspections, and are using the information to better understand why repeat failures occur. We continuing to rebuild equipment throughout the facility and installed a new Electrical Switch Gear System in 2019. The replacement of the switch gear and regular rebuilding of older equipment has resulted in improved plant reliability and less breakdown repairs.

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	A

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2020 2019

## Operator Certification and Education

<p>1. Operator-In-Charge</p> <p>1.1 Did you have a designated operator-in-charge during the report year?</p> <ul style="list-style-type: none"> <li>● Yes (0 points)</li> <li>○ No (20 points)</li> </ul> <p>Name: <input style="width: 150px;" type="text" value="Steve Jossart"/></p> <p>Certification No: <input style="width: 150px;" type="text" value="12990"/></p>	0																																																																																								
<p>2. Certification Requirements</p> <p>2.1 In accordance with Chapter NR 114.56 and 114.57, Wisconsin Administrative Code, what level and subclass(es) were required for the operator-in-charge (OIC) to operate the wastewater treatment plant and what level and subclass(es) were held by the operator-in-charge?</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th rowspan="2">Sub Class</th> <th rowspan="2">SubClass Description</th> <th>WWTP</th> <th colspan="3">OIC</th> </tr> <tr> <th>Advanced</th> <th>OIT</th> <th>Basic</th> <th>Advanced</th> </tr> </thead> <tbody> <tr><td>A1</td><td>Suspended Growth Processes</td><td>X</td><td></td><td></td><td></td></tr> <tr><td>A2</td><td>Attached Growth Processes</td><td></td><td></td><td></td><td></td></tr> <tr><td>A3</td><td>Recirculating Media Filters</td><td></td><td></td><td></td><td></td></tr> <tr><td>A4</td><td>Ponds, Lagoons and Natural</td><td></td><td></td><td></td><td></td></tr> <tr><td>A5</td><td>Anaerobic Treatment Of Liquid</td><td></td><td></td><td></td><td></td></tr> <tr><td>B</td><td>Solids Separation</td><td>X</td><td></td><td></td><td></td></tr> <tr><td>C</td><td>Biological Solids/Sludges</td><td>X</td><td></td><td></td><td></td></tr> <tr><td>P</td><td>Total Phosphorus</td><td>X</td><td></td><td></td><td></td></tr> <tr><td>N</td><td>Total Nitrogen</td><td></td><td></td><td></td><td></td></tr> <tr><td>D</td><td>Disinfection</td><td>X</td><td></td><td></td><td></td></tr> <tr><td>L</td><td>Laboratory</td><td>X</td><td></td><td></td><td></td></tr> <tr><td>U</td><td>Unique Treatment Systems</td><td></td><td></td><td></td><td></td></tr> <tr><td>SS</td><td>Sanitary Sewage Collection</td><td>X</td><td>NA</td><td>NA</td><td>NA</td></tr> </tbody> </table> <p>2.2 Was the operator-in-charge certified at the appropriate level and subclass(es) to operate this plant? (Note: Certification in subclass SS, N and A5 not required in 2019; subclass SS is basic level only.)</p> <ul style="list-style-type: none"> <li>● Yes (0 points)</li> <li>○ No (20 points)</li> </ul>	Sub Class	SubClass Description	WWTP	OIC			Advanced	OIT	Basic	Advanced	A1	Suspended Growth Processes	X				A2	Attached Growth Processes					A3	Recirculating Media Filters					A4	Ponds, Lagoons and Natural					A5	Anaerobic Treatment Of Liquid					B	Solids Separation	X				C	Biological Solids/Sludges	X				P	Total Phosphorus	X				N	Total Nitrogen					D	Disinfection	X				L	Laboratory	X				U	Unique Treatment Systems					SS	Sanitary Sewage Collection	X	NA	NA	NA	0
Sub Class			SubClass Description	WWTP	OIC																																																																																				
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N	Total Nitrogen																																																																																								
D	Disinfection	X																																																																																							
L	Laboratory	X																																																																																							
U	Unique Treatment Systems																																																																																								
SS	Sanitary Sewage Collection	X	NA	NA	NA																																																																																				
<p>3. Succession Planning</p> <p>3.1 In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation and maintenance of the plant that includes one or more of the following options (check all that apply)?</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> One or more additional certified operators on staff</li> <li><input type="checkbox"/> An arrangement with another certified operator</li> <li><input type="checkbox"/> An arrangement with another community with a certified operator</li> <li><input type="checkbox"/> An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year</li> <li><input type="checkbox"/> A consultant to serve as your certified operator</li> <li><input type="checkbox"/> None of the above (20 points)</li> </ul> <p>If "None of the above" is selected, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	0																																																																																								
<p>4. Continuing Education Credits</p>																																																																																									

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2020 2019

4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates?

OIT and Basic Certification:

- Averaging 6 or more CECs per year.
- Averaging less than 6 CECs per year.

Advanced Certification:

- Averaging 8 or more CECs per year.
- Averaging less than 8 CECs per year.

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	A

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:

5/29/2020

2019

## Financial Management

<p><b>1. Provider of Financial Information</b>  <b>Name:</b> <input style="width: 300px;" type="text" value="Marty Halverson"/>  <b>Telephone:</b> <input style="width: 150px;" type="text" value="(920) 459-3304"/> (XXX) XXX-XXXX  <b>E-Mail Address (optional):</b> <input style="width: 150px;" type="text"/></p>													
<p><b>2. Treatment Works Operating Revenues</b>  <b>2.1 Are User Charges or other revenues sufficient to cover O&amp;M expenses for your wastewater treatment plant AND/OR collection system ?</b>  <input checked="" type="radio"/> Yes (0 points) <input type="checkbox"/>  <input type="radio"/> No (40 points)                  If No, please explain:  <input style="width: 750px; height: 20px;" type="text"/></p> <p><b>2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised? Year:</b>  <input style="width: 150px;" type="text" value="2019"/>  <input checked="" type="radio"/> 0-2 years ago (0 points) <input type="checkbox"/>  <input type="radio"/> 3 or more years ago (20 points) <input type="checkbox"/>  <input type="radio"/> N/A (private facility)</p> <p><b>2.3 Did you have a special account (e.g., CWF required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?</b>  <input checked="" type="radio"/> Yes (0 points)  <input type="radio"/> No (40 points)</p>	0												
<b>REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]</b>													
<p><b>3. Equipment Replacement Funds</b>  <b>3.1 When was the Equipment Replacement Fund last reviewed and/or revised? Year:</b>  <input style="width: 150px;" type="text" value="2019"/>  <input checked="" type="radio"/> 1-2 years ago (0 points) <input type="checkbox"/>  <input type="radio"/> 3 or more years ago (20 points) <input type="checkbox"/>  <input type="radio"/> N/A                  If N/A, please explain:  <input style="width: 750px; height: 20px;" type="text"/></p>													
<p><b>3.2 Equipment Replacement Fund Activity</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"><b>3.2.1 Ending Balance Reported on Last Year's CMAR</b></td> <td style="width: 5%; text-align: right;">\$</td> <td style="width: 35%; text-align: right;"><input style="width: 150px;" type="text" value="6,125,100.61"/></td> </tr> <tr> <td>3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)</td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 150px;" type="text" value="0.00"/></td> </tr> <tr> <td>3.2.3 Adjusted January 1st Beginning Balance</td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><input style="width: 150px;" type="text" value="6,125,100.61"/></td> </tr> <tr> <td>3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)</td> <td style="text-align: right;">+</td> <td style="text-align: right;"><input style="width: 150px;" type="text" value="0.00"/></td> </tr> </table>	<b>3.2.1 Ending Balance Reported on Last Year's CMAR</b>	\$	<input style="width: 150px;" type="text" value="6,125,100.61"/>	3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	\$	<input style="width: 150px;" type="text" value="0.00"/>	3.2.3 Adjusted January 1st Beginning Balance	\$	<input style="width: 150px;" type="text" value="6,125,100.61"/>	3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	<input style="width: 150px;" type="text" value="0.00"/>	
<b>3.2.1 Ending Balance Reported on Last Year's CMAR</b>	\$	<input style="width: 150px;" type="text" value="6,125,100.61"/>											
3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	\$	<input style="width: 150px;" type="text" value="0.00"/>											
3.2.3 Adjusted January 1st Beginning Balance	\$	<input style="width: 150px;" type="text" value="6,125,100.61"/>											
3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	<input style="width: 150px;" type="text" value="0.00"/>											

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2020 2019

3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below\*) -

\$ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 6,125,100.61

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

3.3 What amount should be in your Replacement Fund? \$ 1,745,725.00

0

Please note: If you had a CWF loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

- Yes
- No

If No, please explain.

## 4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

- Yes - If Yes, please provide major project information, if not already listed below.
- No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Replacing/refurbishing primary and secondary clarifier drives. The plan is to replace each clarifier drive over the course of the next 4 - 5 years.	800000	2023
2	Fine bubble diffuser system maintenance and aeration basin repairs. The scope will also include the replacement of the beams supporting the walls in the anoxic and anaerobic zones.	900000	2022
3	Sanitary Sewer Lining Projects. The city of Sheboygan is setting aside money annually to line sanitary sewers in conjunction with street replacement projects over the next five years. The estimated cost is the total cost of the work over the next five years.	3000000	2023
4	Re-building/replacing secondary digester #6 floating cover.	450000	2020
5	Replacement aeration blower.	250000	2021
6	Influent Building HVAC Replacement.	300000	2021
7	Replace #3 Raw Influent Pump.	200000	2025
8	Screen/Scum Rejects System Upgrade	125000	2022
9	Bleach and Bisulfite Tank Replacement	250000	2024
10	Administrative Building HVAC Controls	200000	2024
11	Ferric Chloride Tank Replacement	150000	2025
12	Grit System Modifications	125000	2024

## 5. Financial Management General Comments

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:

5/29/2020

2019

## ENERGY EFFICIENCY AND USE

### 6. Collection System

#### 6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

#### COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations:

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	66,401	320
February	55,994	546
March	78,334	323
April	67,406	102
May	68,628	40
June	59,330	8
July	57,024	0
August	44,775	1
September	41,524	0
October	69,587	0
November	56,289	99
December	65,639	277
<b>Total</b>	<b>730,931</b>	<b>1,716</b>
<b>Average</b>	<b>60,911</b>	<b>191</b>

#### 6.1.2 Comments:

### 6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- Comminution or Screening
- Extended Shaft Pumps
- Flow Metering and Recording
- Pneumatic Pumping
- SCADA System
- Self-Priming Pumps
- Submersible Pumps
- Variable Speed Drives
- Other:

#### 6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

- No
- Yes

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2020 2019

Year:

By Whom:

Describe and Comment:

## 6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

We have plans to update some of the lift station pumps with VFD's in the next 5 - 10 years. We are working with Wisconsin Focus on Energy and are a member of DOE's Better Plants Program.

## 7. Treatment Facility

### 7.1 Energy Usage

7.1.1 Enter the monthly energy usage from the different energy sources:

#### TREATMENT PLANT: Total Power Consumed/Month

	Electricity Consumed (kWh)	Total Influent Flow (MG)	Electricity Consumed/Flow (kWh/MG)	Total Influent BOD (1000 lbs)	Electricity Consumed/Total Influent BOD (kWh/1000lbs)	Natural Gas Consumed (therms)
January	549,600	348.25	1,578	491.51	1,118	17,512
February	434,400	276.40	1,572	329.92	1,317	6,244
March	435,600	433.44	1,005	354.95	1,227	5,246
April	427,500	478.24	894	358.74	1,192	22,484
May	526,500	452.33	1,164	338.89	1,554	19,129
June	477,000	367.70	1,297	373.32	1,278	16,329
July	596,700	367.88	1,622	350.58	1,702	13,305
August	545,400	320.48	1,702	342.27	1,593	11,676
September	535,500	311.16	1,721	337.05	1,589	10,682
October	543,600	521.78	1,042	405.60	1,340	6,393
November	428,400	398.22	1,076	389.25	1,101	2,463
December	471,600	428.31	1,101	367.94	1,282	18,309
<b>Total</b>	<b>5,971,800</b>	<b>4,704.19</b>		<b>4,440.02</b>		<b>149,772</b>
<b>Average</b>	<b>497,650</b>	<b>392.02</b>	<b>1,315</b>	<b>370.00</b>	<b>1,358</b>	<b>12,481</b>

7.1.2 Comments:

### 7.2 Energy Related Processes and Equipment

7.2.1 Indicate equipment and practices utilized at your treatment facility (Check all that apply):

- Aerobic Digestion
- Anaerobic Digestion
- Biological Phosphorus Removal
- Coarse Bubble Diffusers
- Dissolved O2 Monitoring and Aeration Control

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:

5/29/2020

2019

- Effluent Pumping
- Fine Bubble Diffusers
- Influent Pumping
- Mechanical Sludge Processing
- Nitrification
- SCADA System
- UV Disinfection
- Variable Speed Drives
- Other:

## 7.2.2 Comments:

## 7.3 Future Energy Related Equipment

7.3.1 What energy efficient equipment or practices do you have planned for the future for your treatment facility?

## 8. Biogas Generation

8.1 Do you generate/produce biogas at your facility?

No

Yes

If Yes, how is the biogas used (Check all that apply):

- Flared Off
- Building Heat
- Process Heat
- Generate Electricity
- Other:

## 9. Energy Efficiency Study

9.1 Has an Energy Study been performed for your treatment facility?

No

Yes

Entire facility

Year:

By Whom:

Describe and Comment:

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2020 2019

<input type="checkbox"/> Part of the facility
Year: <input type="text"/>
By Whom: <input type="text"/>
Describe and Comment: <input type="text"/>

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	A

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:

5/29/2020

2019

## Sanitary Sewer Collection Systems

### 1. Capacity, Management, Operation, and Maintenance (CMOM) Program

#### 1.1 Do you have a CMOM program that is being implemented?

- Yes
- No

If No, explain:

#### 1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- Yes
- No (30 points)
- N/A

If No or N/A, explain:

#### 1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

- Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

Provide the proper resources for effective system management, operation and maintenance.  
Improve sewer infrastructure through sewer replacement and lining.  
Eliminate sanitary sewer overflows.

Did you accomplish them?

- Yes
- No

If No, explain:

- Organization [NR 210.23 (4) (b)]

Does this chapter of your CMOM include:

- Organizational structure and positions (eg. organizational chart and position descriptions)
- Internal and external lines of communication responsibilities
- Person(s) responsible for reporting overflow events to the department and the public

- Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

City of Sheboygan Sewer Use Ordinance

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2016-12-05

Does your sewer use ordinance or other legally binding document address the following:

- Private property inflow and infiltration
- New sewer and building sewer design, construction, installation, testing and inspection
- Rehabilitated sewer and lift station installation, testing and inspection
- Sewage flows satellite system and large private users are monitored and controlled, as necessary
- Fat, oil and grease control
- Enforcement procedures for sewer use non-compliance

- Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

- Equipment and replacement part inventories
- Up-to-date sewer system map

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2020 2019

- A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
- A description of routine operation and maintenance activities (see question 2 below)
- Capacity assessment program
- Basement back assessment and correction
- Regular O&M training

Design and Performance Provisions [NR 210.23 (4) (e)]

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

- State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- Construction, Inspection, and Testing
- Others:

Overflow Emergency Response Plan [NR 210.23 (4) (f)]

Does your emergency response capability include:

- Responsible personnel communication procedures
- Response order, timing and clean-up
- Public notification protocols
- Training
- Emergency operation protocols and implementation procedures

Annual Self-Auditing of your CMOM Program [NR 210.23 (5)]

Special Studies Last Year (check only those that apply):

- Infiltration/Inflow (I/I) Analysis
- Sewer System Evaluation Survey (SSES)
- Sewer Evaluation and Capacity Management Plan (SECAP)
- Lift Station Evaluation Report
- Others:

## 2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	<input style="width: 60px;" type="text" value="42.4"/>	% of system/year
Root removal	<input style="width: 60px;" type="text" value="1.0"/>	% of system/year
Flow monitoring	<input style="width: 60px;" type="text" value="75"/>	% of system/year
Smoke testing	<input style="width: 60px;" type="text" value="0"/>	% of system/year
Sewer line televising	<input style="width: 60px;" type="text" value="2.6"/>	% of system/year
Manhole inspections	<input style="width: 60px;" type="text" value="42.4"/>	% of system/year
Lift station O&M	<input style="width: 60px;" type="text" value="55"/>	# per L.S./year
Manhole rehabilitation	<input style="width: 60px;" type="text" value="0.6"/>	% of manholes rehabbed
Mainline rehabilitation	<input style="width: 60px;" type="text" value="0.1"/>	% of sewer lines rehabbed
Private sewer inspections	<input style="width: 60px;" type="text" value="0"/>	% of system/year

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:

5/29/2020

2019

Private sewer I/I removal  % of private services

River or water crossings  % of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

Manhole inspections are estimated based off of sewer cleaning data. These inspections are now being tracked through our GIS system and we will have an inspection count going forward.

We have increased our reported miles of Sanitary Sewer which is now being calculated through our GIS system to provide a more accurate measurement.

### 3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

<input type="text" value="50.95"/>	Total actual amount of precipitation last year in inches
<input type="text" value="32"/>	Annual average precipitation (for your location)
<input type="text" value="205.28"/>	Miles of sanitary sewer
<input type="text" value="5"/>	Number of lift stations
<input type="text" value="0"/>	Number of lift station failures
<input type="text" value="1"/>	Number of sewer pipe failures
<input type="text" value="2"/>	Number of basement backup occurrences
<input type="text" value="36"/>	Number of complaints
<input type="text" value="12.88"/>	Average daily flow in MGD (if available)
<input type="text" value="16.83"/>	Peak monthly flow in MGD (if available)
<input type="text"/>	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

<input type="text" value="0.00"/>	Lift station failures (failures/year)
<input type="text" value="0.00"/>	Sewer pipe failures (pipe failures/sewer mile/yr)
<input type="text" value="0.00"/>	Sanitary sewer overflows (number/sewer mile/yr)
<input type="text" value="0.01"/>	Basement backups (number/sewer mile)
<input type="text" value="0.18"/>	Complaints (number/sewer mile)
<input type="text" value="1.3"/>	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
<input type="text" value="0.0"/>	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

### 4. Overflows

#### LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED \*\*

Date	Location	Cause	Estimated Volume (MG)
None reported			

\*\* If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

### 5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

- Yes
- No

If Yes, please describe:

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:

5/29/2020

2019

Increased flow from storm water infiltration can increase flow to the plant by 3 - 4 times the average flow. During peak events, influent screening and grit removal may be bypassed for short periods of time.

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

Yes

No

If Yes, please describe:

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

Due to increased precipitation during 2019, the average flow rate to the plant was up approximately 2.0 MGD from average.

5.4 What is being done to address infiltration/inflow in your collection system?

The city continues to rehabilitate sewers and repair manholes each year to improve the integrity of the system.

<b>Total Points Generated</b>	0
<b>Score (100 - Total Points Generated)</b>	100
<b>Section Grade</b>	A

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:

5/29/2020

2019

## Grading Summary

WPDES No: 0025411

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent	A	4	3	12
BOD/CBOD	A	4	10	40
TSS	A	4	5	20
Phosphorus	A	4	3	12
Biosolids	A	4	5	20
Staffing/PM	A	4	1	4
OpCert	A	4	1	4
Financial	A	4	1	4
Collection	A	4	3	12
<b>TOTALS</b>			<b>32</b>	<b>128</b>
<b>GRADE POINT AVERAGE (GPA) = 4.00</b>				

### Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

## Activity by Water/Waste Type - Summary

Orders Received Between 01/01/2019 - 12/31/2019

W/W Type	Total Trips	Total Ent Vo	Total Mtr Vol
Milk House	50	65400	81331
Gibsville Cheese	441	2289136	2249430
Residential Septage	2	7900	7437
Alliant Energy - Ash Water	1884	11232303	9973760
HT Dom Waste	906	3672203	3138273
HT NonDom Waste	2	6000	5605
Dried Biosolids	188	0	0
Non Domestic Other	1	5200	5208
ST Dom Waste	83	260380	220104
<b>Grand Totals</b>	<b>3557</b>	<b>17,538,522</b>	<b>15,681,148</b>

SEPTIC TANKS  
TOTAL = 260,380

HOLDING TANKS  
TOTAL = 3,678,203

## Annual Loading Summary - Daily Averages

Month	Inf Total Flow - MGD - Daily	Carb Inf BOD	Inf BOD Load	INF. SUS. SOL.	Inf TSS Load	Inf Ammonia Nitrogen	Inf Ammonia Load	Inf Tot Phos	Inf Phos Load	Prim Eff BOD	Prim Eff BOD Load	Prim Eff. SUS. SOL.	Prim Eff TSS Load
	MGD 6	mg/L OK 11	lbs/day 12	mg/l 48	lbs/day 42	mgN/l 62	lbs/day 64	mg/l 61	lbs/day 63	MG/L 1111	lbs/day 1112	mg/l 1148	lbs/day 1142
Jan 2019	11.234	169	15,349	344	39,510	19.63	1,992	3.9	359	107.0	10,196	58.9	5,461
Feb 2019	9.871	143	12,041	190	15,536	17.56	1,496	3.7	305	102.2	8,519	59.6	4,892
Mar 2019	13.982	98	10,493	149	14,546	12.47	1,702	2.9	291	89.9	10,287	56.3	6,456
Apr 2019	15.941	90	10,012	144	17,770	14.35	1,865	2.7	348	73.6	9,723	42.0	5,538
May 2019	14.591	90	10,407	209	25,322	14.06	1,682	2.9	350	72.9	9,022	45.8	5,545
Jun 2019	12.257	122	12,610	201	20,633	15.00	1,389	3.8	384	80.4	8,348	50.1	5,116
Jul 2019	11.867	114	12,043	245	23,817	19.14	1,801	4.5	430	81.9	7,959	42.7	4,293
Aug 2019	10.338	128	11,037	254	22,288	15.95	1,458	4.7	406	95.6	8,530	47.0	4,032
Sep 2019	10.372	130	11,520	249	21,680	20.18	1,702	4.6	399	83.5	7,285	46.4	4,009
Oct 2019	16.831	93	11,855	133	19,033	15.65	2,096	3.4	474	77.8	10,686	45.7	6,726
Nov 2019	13.274	117	14,248	162	17,814	16.75	1,847	3.6	394	86.2	9,134	51.1	5,689
Dec 2019	13.817	103	12,800	174	18,648	17.39	1,920	3.9	428	78.0	8,435	48.2	5,558
Minimum	9.871	90	10,012	133	14,546	12.47	1,389	2.7	291	72.9	7,285	42.0	4,009
Maximum	16.831	169	15,349	344	39,510	20.18	2,096	4.7	474	107.0	10,686	59.6	6,726
Average	12.865	116	12,035	205	21,383	16.51	1,746	3.7	381	85.8	9,010	49.5	5,276

Month	Prim Eff Tot Phos	Pri Eff Phos Load	Eff cBOD	Eff cBOD Load	Eff cBOD % Removal	EFF. SUS. SOL.	Eff TSS Load	Eff TSS % Removal	Eff Ammonia Nitrogen	Eff Ammonia Load	Eff Ammonia % Removal	Eff Tot Phos	Eff Phos Load	Eff Phos % Removal
	mg/l 1152	lbs/day 1153	mg/L 4021	lbs/day 4022	% 4025	mg/l 4068	lbs/day 4042	% 4043	mgN/L 4121	lbs/day 4122	% 4123	mg/L 4125	lbs/day 4126	% 4127
Jan 2019	3.4	314.3	3.8	368	97.4	7	640	96.8	1.10	111	94.51	0.5	49	86.2
Feb 2019	3.7	302.3	3.4	294	97.6	7	579	96.0	1.20	99	92.77	0.5	44	85.4
Mar 2019	2.8	297.2	3.9	517	93.0	7	843	92.3	2.44	288	78.99	0.5	50	81.2
Apr 2019	2.1	264.8	2.9	431	94.7	6	788	93.7	5.52	717	62.31	0.4	57	82.3
May 2019	1.8	224.3	2.1	266	97.2	4	502	97.1	2.14	263	84.23	0.4	46	86.4
Jun 2019	2.7	270.2	2.5	269	97.8	4	394	98.0	3.40	306	78.34	0.4	36	90.6
Jul 2019	3.1	299.7	2.4	238	98.0	3	292	98.7	0.72	135	93.30	0.4	42	89.9
Aug 2019	3.9	332.6	2.1	183	98.3	3	219	98.9	0.22	24	98.28	0.3	28	93.0
Sep 2019	3.7	319.3	2.1	176	98.4	3	252	98.8	0.63	55	96.41	0.4	33	91.9
Oct 2019	2.8	390.3	2.4	366	97.0	4	699	96.1	1.15	213	90.04	0.3	41	92.3
Nov 2019	2.8	308.0	2.7	319	97.8	4	424	97.5	0.37	43	97.56	0.2	21	94.7
Dec 2019	3.0	325.0	2.6	293	97.5	4	538	96.8	0.72	82	95.89	0.3	33	92.3
Minimum	1.8	224.3	2.1	176	93.0	3	219	92.3	0.22	24	62.31	0.2	21	81.2
Maximum	3.9	390.3	3.9	517	98.4	7	843	98.9	5.52	717	98.28	0.5	57	94.7
Average	3.0	304.0	2.7	310	97.1	5	514	96.7	1.63	195	88.55	0.4	40	88.9

## Annual Loading Summary - Daily Averages

	Inf Total Flow - MGD - Daily MGD	Carb Inf BOD mg/L	Inf BOD Load lbs/day	INF. SUS. SOL. mg/l	Inf TSS Load lbs/day	Inf Ammonia Nitrogen mgN/l	Inf Ammonia Load lbs/day	Inf Tot Phos mg/l	Inf Phos Load lbs/day	Prim Eff BOD MG/L	Prim Eff BOD Load lbs/day	Prim Eff. SUS. SOL. mg/l	Prim Eff TSS Load lbs/day
Month	6	11	12	48	42	62	64	61	63	1111	1112	1148	1142
Jan 2019	11.234	169	15,349	344	39,510	19.63	1,992	3.9	359	107.0	10,196	58.9	5,461
Feb 2019	9.871	143	12,041	190	15,536	17.56	1,496	3.7	305	102.2	8,519	59.6	4,892
Mar 2019	13.982	98	10,493	149	14,546	12.47	1,702	2.9	291	89.9	10,287	56.3	6,456
Apr 2019	15.941	90	10,012	144	17,770	14.35	1,865	2.7	348	73.6	9,723	42.0	5,538
May 2019	14.591	90	10,407	209	25,322	14.06	1,682	2.9	350	72.9	9,022	45.8	5,545
Jun 2019	12.257	122	12,610	201	20,633	15.00	1,389	3.8	384	80.4	8,348	50.1	5,116
Jul 2019	11.867	114	12,043	245	23,817	19.14	1,801	4.5	430	81.9	7,959	42.7	4,293
Aug 2019	10.338	128	11,037	254	22,288	15.95	1,458	4.7	406	95.6	8,530	47.0	4,032
Sep 2019	10.372	130	11,520	249	21,680	20.18	1,702	4.6	399	83.5	7,285	46.4	4,009
Oct 2019	16.831	93	11,855	133	19,033	15.65	2,096	3.4	474	77.8	10,686	45.7	6,726
Nov 2019	13.274	117	14,248	162	17,814	16.75	1,847	3.6	394	86.2	9,134	51.1	5,689
Dec 2019	13.817	103	12,800	174	18,648	17.39	1,920	3.9	428	78.0	8,435	48.2	5,558
Minimum	9.871	90	10,012	133	14,546	12.47	1,389	2.7	291	72.9	7,285	42.0	4,009
Maximum	16.831	169	15,349	344	39,510	20.18	2,096	4.7	474	107.0	10,686	59.6	6,726
Average	12.865	116	12,035	205	21,383	16.51	1,746	3.7	381	85.8	9,010	49.5	5,276

	Prim Eff Tot Phos mg/l	Pri Eff Phos Load lbs/day	Eff cBOD mg/L	Eff cBOD Load lbs/day	Eff cBOD % Removal	EFF. SUS. SOL. mg/l	Eff TSS Load lbs/day	Eff TSS % Removal	Eff Ammonia Nitrogen mgN/L	Eff Ammonia Load lbs/day	Eff Ammonia % Removal	Eff Tot Phos mg/L	Eff Phos Load lbs/day	Eff Phos % Removal
Month	1152	1153	4021	4022	4025	4068	4042	4043	4121	4122	4123	4125	4126	4127
Jan 2019	3.4	314.3	3.8	368	97.4	7	640	96.8	1.10	111	94.51	0.527	49	86.2
Feb 2019	3.7	302.3	3.4	294	97.6	7	579	96.0	1.20	99	92.77	0.538	44	85.4
Mar 2019	2.8	297.2	3.9	517	93.0	7	843	92.3	2.44	288	78.99	0.459	50	81.2
Apr 2019	2.1	264.8	2.9	431	94.7	6	788	93.7	5.52	717	62.31	0.434	57	82.3
May 2019	1.8	224.3	2.1	266	97.2	4	502	97.1	2.14	263	84.23	0.376	46	86.4
Jun 2019	2.7	270.2	2.5	269	97.8	4	394	98.0	3.40	306	78.34	0.352	36	90.6
Jul 2019	3.1	299.7	2.4	238	98.0	3	292	98.7	0.72	135	93.30	0.423	42	89.9
Aug 2019	3.9	332.6	2.1	183	98.3	3	219	98.9	0.22	24	98.28	0.322	28	93.0
Sep 2019	3.7	319.3	2.1	176	98.4	3	252	98.8	0.63	55	96.41	0.378	33	91.9
Oct 2019	2.8	390.3	2.4	366	97.0	4	699	96.1	1.15	213	90.04	0.255	41	92.3
Nov 2019	2.8	308.0	2.7	319	97.8	4	424	97.5	0.37	43	97.56	0.188	21	94.7
Dec 2019	3.0	325.0	2.6	293	97.5	4	538	96.8	0.72	82	95.89	0.282	33	92.3
Minimum	1.8	224.3	2.1	176	93.0	3	219	92.3	0.22	24	62.31	0.2	21	81.2
Maximum	3.9	390.3	3.9	517	98.4	7	843	98.9	5.52	717	98.28	0.5	57	94.7
Average	3.0	304.0	2.7	310	97.1	5	514	96.7	1.63	195	88.55	0.4	40	88.9

## Summary of Bi-Monthly Dried Biosolids Analysis For Year 2019

#004	Arsenic	Cadmium	Copper	Lead	Mercury	Molybdenum	Nickel	Selenium	Zinc	Total NH4-N	TKN	Total Phos.	Water Ext. Phos.	Tot. Rec. Potassium	Total Solids	Fecal Coliform
Sample Date	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(%)	(%)	(%)	(%)	(%)	(%)	(MPN/g TS)
01/14/2019	5.83	0.805	363	21.6	1.560	9.65	31.3	1.820	634	0.50	4.61	2.81	0.020	0.05	95.52	2
04/8/2019	< 4.90	0.690	460	30.4	0.380	10.40	34.6	4.100	669	0.51	4.09	3.76	0.023	0.10	97.66	8
6/10/2019	6.70	0.600	436	29.4	0.520	8.90	26.2	3.100	592	0.53	3.98	5.20	0.020	0.12	96.80	4
8/12/2019	3.71	1.270	448	23.6	0.442	10.30	31.9	2.480	688	0.57	3.42	2.05	0.035	0.06	95.94	2
9/23/2019	6.50	0.850	555	37.9	0.470	9.30	27.2	3.100	610	0.59	4.07	4.17	0.027	0.09	96.95	2
12/9/2019	< 7.00	0.860	441	34.5	0.510	10.10	25.4	4.700	633	0.43	4.57	3.76	0.038	0.08	95.77	3
<b>Average</b>	5.77	0.846	451	29.6	0.647	9.78	29.4	3.217	638	0.52	4.12	3.63	0.027	0.08	96.44	4

Silo	Fecal Coliform
Sample Date	(CFU/gTS)
01/14/2019	4
03/22/2019	5
6/10/2019	3
8/12/2019	2
09/23/2019	2
12/9/2019	2
<b>Average</b>	3

Laboratory Doing Analysis: Cardinal Environmental

Pace Analytical Service, Inc.

Environmental Science Corp.

	<b>Total Wastewater Electrical Cost \$</b>	<b>Total Lift Station Electrical Cost \$</b>	<b>Total Wastewater Natural Gas Cost \$</b>	<b>Total Lift Station Natural Gas Cost \$</b>	<b>Total Monthly Lift Station Electrical Usage kWh</b>	<b>Total Monthly Lift Station Natural Gas Usage Therms</b>
Jan-19	\$50,438.24	\$8,170.20	\$7,796.67	\$199.27	66,401	320
Feb-19	\$41,494.96	\$6,645.27	\$2,570.75	\$268.26	55,994	546
Mar-19	\$50,269.49	\$9,656.43	\$2,165.18	\$183.55	78,334	323
Apr-19	\$42,447.13	\$7,319.42	\$7,356.50	\$76.59	67,406	102
May-19	\$47,054.05	\$7,326.16	\$7,132.01	\$47.64	68,628	40
Jun-19	\$45,762.93	\$6,540.16	\$6,492.48	\$38.93	59,330	8
Jul-19	\$52,011.77	\$6,295.91	\$4,636.25	\$33.54	57,024	0
Aug-19	\$48,188.22	\$5,796.90	\$4,399.16	\$32.81	44,775	1
Sep-19	\$43,410.10	\$4,545.84	\$4,564.57	\$35.76	41,524	0
Oct-19	\$57,727.69	\$10,842.47	\$2,942.25	\$32.42	69,587	0
Nov-19	\$39,512.79	\$6,572.99	\$1,020.60	\$77.08	56,289	99
Dec-19	\$44,598.37	\$7,825.85	\$5,247.74	\$162.99	65,639	277

Month	# of Days	kWh	Avg kWh/Day	Cost	Electric Avg Cost/Day	Power Generated kWh	% of Power Generated	Total Power Consumed	# of Days	Therms	Avg Therms/Day
Jan-19	33	549,600	16,655	\$42,268.04	\$1,280.85	4,411	0.80%	554,011	29	17512.4	603.9
Feb-19	28	434,400	15,514	\$34,849.69	\$1,244.63	1,013	0.23%	435,413	29	6244.4	215.3
Mar-19	26	435,600	16,754	\$40,613.06	\$1,562.04	5,794	1.31%	441,394	31	5245.9	169.2
Apr-19	26	427,500	16,442	\$35,127.71	\$1,351.07	28,586	6.27%	456,086	30	22484.2	749.5
May-19	30	526,500	17,550	\$39,727.89	\$1,324.26	14,357	2.65%	540,857	29	19129.2	659.6
Jun-19	29	477,000	16,448	\$39,222.77	\$1,352.51	21,635	4.34%	498,635	32	16329.1	510.3
Jul-19	33	596,700	18,082	\$45,715.86	\$1,385.33	10,614	1.75%	607,314	30	13305.4	443.5
Aug-19	30	545,400	18,180	\$42,391.32	\$1,413.04	9,698	1.75%	555,098	29	11676.4	402.6
Sep-19	31	535,500	17,274	\$38,864.26	\$1,253.69	7,688	1.42%	543,188	32	10681.8	333.8
Oct-19	30	543,600	18,120	\$46,885.22	\$1,562.84	8,509	1.54%	552109	29	6393.2	220.5
Nov-19	28	428,400	15,300	\$32,939.80	\$1,176.42	0	0.00%	428400	30	2462.6	82.1
Dec-19	29	471,600	16,262	\$36,772.52	\$1,268.02	0	0.00%	471600	32	18309.2	572.2

II

R. O. No. \_\_\_\_\_ - 20 - 21. By TRANSIT COMMISSION. June 15, 2020.

Your Commission to whom was referred Res. No. 33-20-21 by Alderpersons Wolf and Donohue authorizing the appropriate City officials to sign the Final Offer of the City of Sheboygan, with the attached Tentative Agreement, which document has been approved by Amalgamated Transit Union Local 998; recommends adopting the Resolution.

\_\_\_\_\_  
Transit Commission

III


Other Matters

7.4

Res. No. 33 - 20 - 21. By Alderpersons Wolf and Donohue.  
June 1, 2020.

A RESOLUTION authorizing the appropriate City officials to sign the Final Offer of the City of Sheboygan, with the attached Tentative Agreement, which document has been approved by Amalgamated Transit Union Local 998.

RESOLVED: That the Common Council hereby authorizes the appropriate City officials to sign the Final Offer of the City of Sheboygan, with the attached Tentative Agreement, a copy of which is attached hereto.

  
\_\_\_\_\_  
\_\_\_\_\_

Transit

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

## Final Offer of the City of Sheboygan

June 2020

*The City proposes to maintain the provisions of the prior Agreement, with the exceptions as follows:*

- 1) Article I (Condition and Duration) – Amend line 40 to say “January 1<sup>st</sup>, 2020” and amend line 41 to say “December 31, 2022”. The length of the contract shall be three (3) years.
  
- 2) Article XXV (Base Pay) – The pay scales of employees shall be on the basis of the hourly rates as prescribed herein for the respective positions:
  - a. Increase to the base wage for Class A, B and C employees shall be **2.0%** for each of the contract.
    - i. Class A mechanics will further receive **\$0.50** per hour increase to the base wage in 2020 and **\$0.25** per hour increase to the base wage in 2021.
    - ii. Hostler position title changed to Maintenance Assistant starting in 2020.
  - b. Increase to the base wage for Class D and E employees shall be **8%** for 2020 and **2.0%** for each year thereafter of the contract.
    - i. Step 2 increases for Class D and E employees shall be **8%** for 2020 (\$16.20) and **2.0%** for each year thereafter of the contract.
    - ii. Amend tables starting on line 1508 to “3 years” for Step 2 for Class D/E Driver.

Position	2020 Class A, B, C – 2.0% Class D, E – 8% Mechanics – Additional \$0.50/hr.	2021 All Classes – 2.0% Mechanics – Additional \$0.25/hr.	2022 All Classes – 2.0%
Class A, B or C Driver	\$22.79	\$23.24	\$23.70
Class D or E Driver	\$14.58	\$14.87	\$15.17
Class D or E Driver (Step 2)	\$16.20	\$16.52	\$16.85
Mechanic	\$26.80	\$27.59	\$28.14
Maintenance Assistant (Hostler)	\$19.80	\$20.19	\$20.59

\*rounding may impact these hourly rates by +/- \$0.01-\$0.02.

- 3) Incorporate Tentative Agreement attached hereto.

Dated this \_\_\_\_\_, day of June, 2020.

On Behalf of the City of Sheboygan:

\_\_\_\_\_  
Transit Commission Chairperson

\_\_\_\_\_  
Transit & Parking Director

## TENTATIVE AGREEMENTS

- 1) Article XV (Holidays) – Remove lines 978-979. Amend line 1012 to “six (6) floating holidays”. Christmas Eve and New Year’s Eve will no longer be paid half-day holidays. Employees will receive an additional floating holiday to use throughout the year in accordance with Article XV.

Remove lines 991-999 and 1007-1009. Remove “and two (2) designated half-day holidays in Article XV” in lines 1001-1002. This language will become obsolete with the aforementioned change to contract language.

Add “All holiday’s count as time worked for overtime calculations. Floating holidays or all other paid time off does not count as time worked for overtime calculations” after lines 714.

- 2) Article XXII (Bereavement Pay) – Amend lines 1382-1383 to include “grandchild”.
- 3) Article XIV (Vacation) – Add “Maintenance staff may use vacation in two (2) hour increments as staffing permits” to line 945.
- 4) Article VI (Grievance Procedure) – In Section 2, add “Step 3: Failing to resolve the grievance in the second step, the steward shall within seven (7) working days of receipt of the department manager’s disposition present an appeal in writing and take up the matter with the Human Resources Director or his designated representative. The Director or his designated representative shall, within seven (7) working days of receipt of the grievance, record his disposition.”

Remove “If the parties in this step are unable to resolve the grievance the matter may be submitted to arbitration within fifteen (15) days as herein after provided for in this Agreement” in lines 234-235 and place after the proposed Step 3 language above.

II

R. O. No. \_\_\_\_\_ - 20 - 21. By CITY CLERK. June 15, 2020.

Submitting a claim from Bettymae Schuh for alleged damages to her house when a city tree fell on it.

FHP

\_\_\_\_\_  
CITY CLERK

DATE RECEIVED

6-10-2020

RECEIVED BY

MKC

CLAIM NO.

4-20

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

JUN 10 '20 PM 3:58

- 1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
- 2. Attach and sign additional supportive sheets, if necessary.
- 3. This notice form must be signed and filed with the Office of the City Clerk.

**4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.**

- 1. Name of Claimant: Betty Mae Schuch
- 2. Home address of Claimant: 3119 South 20<sup>th</sup>
- 3. Home phone number: 920-452-0822
- 4. Business address and phone number of Claimant: \_\_\_\_\_

5. When did damage or injury occur? (date, time of day) June 2 - 9:15 p.m.

6. Where did damage or injury occur? (give full description) city tree fell on the house & ruined the rain gutter & screen

7. How did damage or injury occur? (give full description) wind storm on June 2 - 9:15 p.m.

8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

(a) Name of such officer or employee, if known: \_\_\_\_\_

(b) Claimant's statement of the basis of such liability: \_\_\_\_\_

9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

(a) Public property alleged to be dangerous: \_\_\_\_\_

(b) Claimant's statement of basis for such liability: \_\_\_\_\_

10. Give a description of the injury, property damage or loss, so far as is known at this time. (If there were no injuries, state "NO INJURIES").

no injury

11. Name and address of any other person injured: \_\_\_\_\_

12. Damage estimate: (You are not bound by the amounts provided here.)

Auto: \$ \_\_\_\_\_

Property: \$ 720.00

Personal injury: \$ \_\_\_\_\_

Other: (Specify below) \$ \_\_\_\_\_

**TOTAL** \$ 720.00

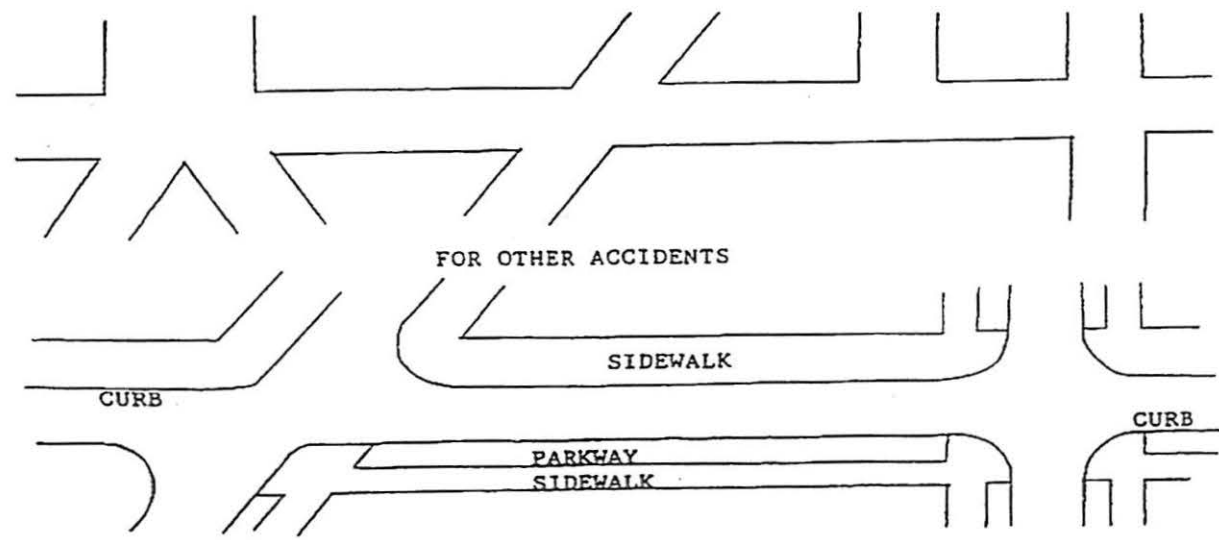
Damaged vehicle (if applicable)

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Mileage: \_\_\_\_\_

Names and addresses of witnesses, doctors and hospitals: \_\_\_\_\_

FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.



**SIGNATURE OF CLAIMANT** \_\_\_\_\_ **DATE** \_\_\_\_\_

DATE RECEIVED 6-10-2020

RECEIVED BY MKC

CLAIM NO. 4-20

CLAIM

Claimant's Name: Betty Mae Schuch  
Claimant's Address: 3119 S. 20<sup>th</sup> Street  
Sheboygan, WI 53081  
Claimant's Phone No. 920-452-0822

Auto \$ \_\_\_\_\_  
Property \$ 720.00  
Personal Injury \$ \_\_\_\_\_  
Other (Specify below) \$ \_\_\_\_\_  
**TOTAL** \$ 720.00

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

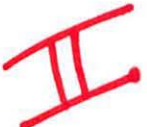
WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.  
(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 720.00.

SIGNED Betty Mae Schuch DATE: 6-10-2020

ADDRESS: 3119 South 20<sup>th</sup> St, Sheboygan, WI 53081

MAIL TO: CLERK'S OFFICE  
828 CENTER AVE #100  
SHEBOYGAN WI 53081

 R. O. No. \_\_\_\_\_ - 20 - 21. By CITY CLERK. June 15, 2020.

Submitting a claim from Aixia Claudio for alleged damages to a vehicle as described in the submitted police report.

---

CITY CLERK

DATE RECEIVED 6-5-2020

RECEIVED BY NKC

CLAIM NO. 3-20

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

**INSTRUCTIONS: TYPE OR PRINT IN BLACK INK**

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.

**4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.**

1. Name of Claimant: Aixia Claudio

2. Home address of Claimant: 431 Centex Ave

3. Home phone number: 920-912-0069

4. Business address and phone number of Claimant: N/A

5. When did damage or injury occur? (date, time of day) 5-28-2020

6. Where did damage or injury occur? (give full description) see report

7. How did damage or injury occur? (give full description) see report

8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

(a) Name of such officer or employee, if known: Jason Jae Brill (see report)

(b) Claimant's statement of the basis of such liability: \_\_\_\_\_

9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

(a) Public property alleged to be dangerous: N/A

(b) Claimant's statement of basis for such liability: \_\_\_\_\_

20. Give a description of the injury, property damage or loss, so far as is known at this time. (If there were no injuries, state "NO INJURIES").

NO Injuries

11. Name and address of any other person injured: N/A

12. Damage estimate: (You are not bound by the amounts provided here.)

Auto: \$ \_\_\_\_\_  
Property: \$ \_\_\_\_\_  
Personal injury: \$ \_\_\_\_\_  
Other: (Specify below) \$ \_\_\_\_\_

**TOTAL** \$ 1306.51 ~ 1368.55 (see report)

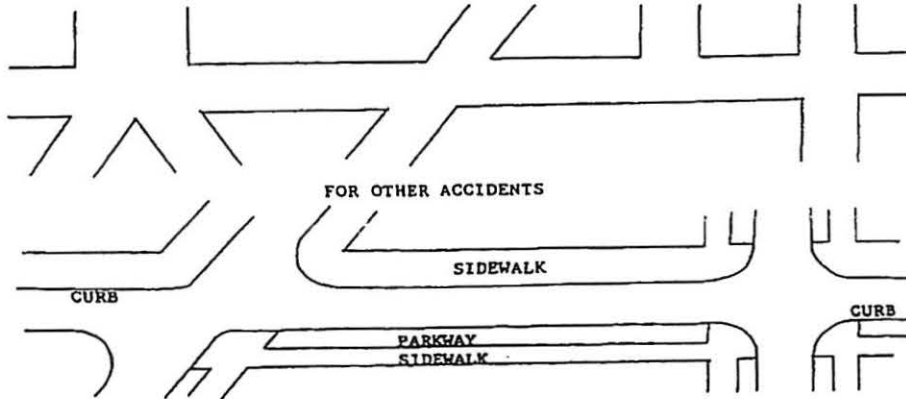
Damaged vehicle (if applicable)

Make: Honda Model: Civic Year: 2007 Mileage: 145,482 *see report*

Names and addresses of witnesses, doctors and hospitals: \_\_\_\_\_

FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.



SIGNATURE OF CLAIMANT

[Handwritten Signature]

DATE

6-4-2020

DATE RECEIVED 6-5-2020

RECEIVED BY MKC

CLAIM NO. 3-20

CLAIM

Claimant's Name:	<u>Aixia Claudio</u>	Auto	\$ <u>          </u>
Claimant's Address:	<u>431 Center Ave</u>	Property	\$ <u>  —  </u>
	<u>Sheboygan, WI 53081</u>	Personal Injury	\$ <u>  —  </u>
Claimant's Phone No.	<u>920-912-0069</u>	Other (Specify below)	\$ <u>          </u>
		TOTAL	\$ <u>1306.51 ~ 1368.55</u>

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

(see report)

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.  
(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 1306.51 ~ 1368.55 (see report)

SIGNED *[Signature]* DATE: 6-4-2020

ADDRESS: 431 Center Ave, Sheboygan, WI 53081

MAIL TO: CLERK'S OFFICE  
828 CENTER AVE #100  
SHEBOYGAN WI 53081



## SHEBOYGAN POLICE

### TODD DANEN

POLICE OFFICER  
SCHOOL RESOURCE OFFICER  
todd.danen@sheboyganwi.gov  
tdanen@sasd.net



1315 N. 23RD STREET SUITE 101  
SHEBOYGAN, WI 53081-3180  
FARNSWORTH: (920) 459-4083  
www.sheboyganpolice.com

**Get Your Police Report at**  
**CRASHDOCS.ORG**

Sheboygan Police Department

5-28

ACCIDENT DATE

C20-08554

POLICE REPORT NUMBER

Reports are available 5-7 business days after incident

G7L0DJJ8Z2  
C20-08554

WISCONSIN MOTOR VEHICLE  
CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT  
1315 N 23RD ST  
SHEBOYGAN, WI 53081  
(920) 459-3333

G7L0DJJ8Z2

Document Number Override		Primary Crash Document #		Agency Crash Number		Investigating Officer/Deputy <b>OFFICER TODD DANEN</b>	
Crash Date <b>05/28/2020</b>		Crash Time <b>01:06 PM</b>		Date Arrived <b>05/28/2020</b>		Time Arrived <b>01:06 PM</b>	
Date Notified <b>05/28/2020</b>		Time Notified <b>01:06 PM</b>		Total Units <b>02</b>		Total Injured <b>00</b>	Total Killed <b>00</b>
<input type="checkbox"/> On Emergency	<input type="checkbox"/> Hit and Run	<input type="checkbox"/> Lane Closure	<input type="checkbox"/> Work Zone		<input type="checkbox"/> Trailer or Towed	<input type="checkbox"/> Reporting Threshold	
<input type="checkbox"/> Government Property		<input type="checkbox"/> Active School Zone		School Bus Related <b>NO</b>		Tags	
<input checked="" type="checkbox"/> Reportable		Crash Type <b>DT4000 (STANDARD CRASH)</b>				<input type="checkbox"/> Amended	<input type="checkbox"/> Secondary Crash

Description

<p>Diagram</p>	<p>Reconstruction By <b>SHAWANO POLICE DEPARTMENT</b></p>
	<p>Photos By <b>OFFICER DANEN 400</b></p>
	<p>Additional Information <b>PHOTOS, RECONSTRUCTION</b></p>

I, a sworn law enforcement officer, agree that I have not added any CJIS data in this report.

UNIT # 1 A CITY OF SHEBOYGAN GARBAGE TRUCK WAS COLLECTING TRASH CANS WITH A EXTENDABLE ARM. THE ARM HAD NOT EXTENDED BACK ALL THE WAY TO THE TRUCK AND HIT THE VEHICLE PARKED ON THE SIDE OF THE ROAD. UNIT # 1 HAD NOT DAMAGE. UNIT #2 A PARKED VEHICLE HAD A 2 FOOT SCRATCH TO THE PAINT ALONG THE REAR 1/4 PANEL AND A CHIP OFF THE SIDE MIRROR.

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C20-08554

WISCONSIN MOTOR VEHICLE  
CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT  
1315 N 23RD ST  
SHEBOYGAN, WI 53081  
(920) 459-3333

Location

ON 430 CENTER AVE 73 FT E OF N 4TH ST (HOUSE/BUILDING 430)  IN THE CITY OF SHEBOYGAN IN SHEBOYGAN COUNTY	Latitude <b>43.750680155</b>	Longitude <b>-87.706037639</b>
	X Coordinate <b>443157.5</b>	Y Coordinate <b>4844424</b>
	Structure Type <b>HOUSE/BUILDING</b>	

Crash Scene

First Harmful Event <b>MOTOR VEH IN TRANSPORT</b>		First Harmful Event Location <b>ON ROADWAY</b>	
Manner of Collision <b>07 - SIDESWIPE/SAME DIRECTION</b>		Light Condition <b>DAYLIGHT</b>	
Road Surface Condition(s) <b>DRY</b>		Roadway Factor(s)  <b>NONE</b>	
Environment Factor(s) <b>NONE</b>			
Weather Condition(s) <b>CLOUDY</b>			
Animal Type		Relation To Trafficway <b>TRAFFICWAY - ON ROAD</b>	
Crash Classification - Location <b>PUBLIC PROPERTY</b>		Crash Classification - Jurisdiction <b>NO SPECIAL JURISDICTION</b>	
Tribal Land		Access Control <b>NO CONTROL</b>	Special Study
Within Interchange Area <b>NO</b>	Junction Location <b>NON-JUNCTION</b>	Intersection Type <b>NOT AN INTERSECTION</b>	

Unit Summary

UNIT 01	Unit Status <b>IN TRANSIT</b>		Vehicle Operating As Classification <b>D CLASS</b>		Unit Type <b>TRUCK</b>	
	Vehicle Type <b>STRAIGHT TRUCK (INSERT TRUCK)</b>				Operating As Endorsements	
	Total Occs <b>1</b>	Train/Bus # Recorded	Total # Citations Issued <b>0</b>	Total Trailers <b>0</b>	Total HazMat Types <b>0</b>	
	Insurance? <b>YES</b>	Direction Of Travel <b>WESTBOUND</b>	<input type="checkbox"/> Pre CrashTire Mark	Speed Limit <b>25</b>	Total Lanes <b>2</b>	
	Most Harmful Event: Collision With <b>PARKED MOTOR VEHICLE</b>		Special Function <b>NO SPECIAL FUNCTION</b>		Emergency Motor Vehicle Use <b>NOT APPLICABLE</b>	
	Traffic Way <b>TWO-WAY, NOT DIVIDED</b>		Traffic Control <b>NO CONTROL</b>		Traffic Control Inoperative/Missing <b>NO</b>	
	Surface Type <b>CONCRETE</b>		Road Curvature <b>STRAIGHT</b>		Road Grade <b>UPHILL</b>	
	Truck Bus or HazMat <b>TRUCK OR TRUCK COMBINATION &gt; 10,000LBS GVWR/GCWR</b>					

Vehicle

UNIT 01 VEHICLE	License Plate Number		Plate Type	St	Country of Issuance	
	Vehicle Identification Number <b>5VCACRAF1LC231630</b>		Make <b>AUTOCAR</b>	Year <b>2020</b>	Model <b>XPEDITOR</b>	
	Color <b>WHI - WHITE</b>		Body Style <b>GG - GARBAGE OR REFUSE</b>		Bus Use	
	Initial Contact Point <b>03 - RIGHT SIDE MIDDLE</b>		Vehicle Damage			
	Extent Of Damage <b>NO DAMAGE</b>		<b>00 - NO DAMAGE</b>			

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C20-08554

WISCONSIN MOTOR VEHICLE  
CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT  
1315 N 23RD ST  
SHEBOYGAN, WI 53081  
(920) 459-3333

UNIT VEHICLE	Towed Due To Damage <b>NOT TOWED</b>	Vehicle Removed By <b>OPERATOR</b>		
	What Driver Was Doing <b>GOING STRAIGHT</b>	Vehicle Factors		
	Driver Prior Action Other	<b>NOT APPLICABLE</b>		
	Driver Actions <b>NO CONTRIBUTING ACTION</b>			
01 01	Owner Name <b>CITY OF SHEBOYGAN (920) 459-3440</b>	Owner Address <b>2026 NEW JERSEY SHEBOYGAN, WI 53083 , US</b>		
	<b>Sequence Of Events</b>			
01 02 03 04	Event <b>PARKED MOTOR VEHICLE</b>			
	Event			
	Event			
	Event			
UNIT	<b>Policy Holder</b>			
	Insurance Company <b>SELF INSUR</b>	Government <b>CITY OF SHEBOYGAN</b>		
UNIT INDIVIDUAL	<b>Individual</b>			
	Driver <b>JASON JAE BRILL (920) 459-3440</b>	Citations Issued <b>0</b>	Sex <b>MALE</b>	
		Date of Birth <b>03/10/1992</b>	Race <b>WHITE</b>	
	Address <b>2026 NEW JERSEY SHEBOYGAN, WI 53083 , US</b>	Driver License Number <b>B6404309209009</b> STATE: WISCONSIN COUNTRY: UNITED STATES		
01 001	<b>Safety Equipment</b>		Safety Equipment	
	On Duty Crash <b>WINTER-HWY-MAINTENANC</b>	<b>SHOULDER &amp; LAP BELT</b>		
	Row <b>01 - FRONT ROW</b>	Seat Position <b>09 - RIGHT</b>		
	Helmet Use		Helmet Compliance	
	Eye Protection		Tint Compliance	
	<b>Injury</b>	Injury Severity <b>NO APPARENT INJURY</b>	Airbag <b>NON DEPLOYED</b>	
Ejected <b>NOT EJECTED</b>		Ejection Path <b>NOT EJECTED/NOT APPLICABLE</b>	Trapped/Extricated <b>NOT TRAPPED</b>	
Medical Transport <b>NOT TRANSPORTED</b>		EMS Agency Identifier	EMS Run #	
Hospital		Date of Death	Time of Death	
<b>Distracted By</b>		Distracted By Source <b>NOT APPLICABLE (NOT DISTRACTED)</b>		
Distracted By Action <b>NOT DISTRACTED</b>				

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WISCONSIN MOTOR VEHICLE  
CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT  
1315 N 23RD ST  
SHEBOYGAN, WI 53081  
(920) 459-3333

UNIT	INDIVIDUAL	<b>Non Motorist</b>		Striking Unit #	Location		
		Prior Action					
		Action					
	Action Other					To/From School	
	01	001	<b>Drug &amp; Alcohol</b>		Suspected Alcohol Use NO	Suspected Drug Use NO	
			Alcohol Test Given TEST NOT GIVEN	Alcohol Test Type	Alcohol Test Results		
			Drug Test Given TEST NOT GIVEN	Drug Test Type	Drug Test Results		
			Drug Type				
			Individual Condition APPEARED NORMAL				
			<b>Carrier</b>				
UNIT	TRUCK BUS	01	01	<input checked="" type="checkbox"/> Use Vehicle Owner Same as Carrier		Source DRIVER	
				Name CITY OF SHEBOYGAN		Address 2026 NEW JERSEY SHEBOYGAN, WI 53083 , US	
		01	01	GVWR MORE THAN 26,000 LB		Vehicle Configuration SINGLE UNIT TRUCK (3 OR MORE AXLES)	Cargo Body Type GARBAGE/REFUSE
				US DOT #	Carrier Type NOT IN COMMERCE/GOVERNMENT	Permitted Load NOT APPLICABLE	
		<input type="checkbox"/> OS/OW Load	WI Permit Number	<input type="checkbox"/> Permitted Vehicle On Permitted Route	<input type="checkbox"/> Escort Vehicle Required By Permit	<input type="checkbox"/> Escort Vehicle Present	
Measured Height		Measured Length		Measured Width	Measured Weight		

**Unit Summary**

UNIT	02	Unit Status LEGALLY PARKED		Vehicle Operating As Classification D CLASS		Unit Type AUTOMOBILE		
		Vehicle Type PASSENGER CAR					Operating As Endorsements	
		Total Occs 0	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0		
		Insurance? YES	Direction Of Travel WESTBOUND	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit 25	Total Lanes 2		
		Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT			Special Function NO SPECIAL FUNCTION		Emergency Motor Vehicle Use NOT APPLICABLE	
		Traffic Way TWO-WAY, NOT DIVIDED			Traffic Control NO CONTROL		Traffic Control Inoperative/Missing NO	
		Surface Type CONCRETE			Road Curvature STRAIGHT		Road Grade UPHILL	

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C20-08554

WISCONSIN MOTOR VEHICLE  
CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT  
1315 N 23RD ST  
SHEBOYGAN, WI 53081  
(920) 459-3333

Truck Bus or HazMat NO				
<b>Vehicle</b>				
02 UNIT VEHICLE	License Plate Number 779KWV	Plate Type AUT - AUTOMOBILE	St WI	Country of Issuance UNITED STATES
	Vehicle Identification Number 1HGFA16537L126928	Make HONDA	Year 2007	Model CIVIC LX
	Color BLK - BLACK	Body Style 4D - 4DR	Bus Use	
	Initial Contact Point 08 - LEFT SIDE REAR	Vehicle Damage		
	Extent Of Damage MINOR DAMAGE	09 - LEFT SIDE MIDDLE		
	Towed Due To Damage NOT TOWED	Vehicle Removed By OPERATOR		
	What Driver Was Doing LEGALLY PARKED	Vehicle Factors		
	Driver Prior Action Other	NOT APPLICABLE		
	Driver Actions NO CONTRIBUTING ACTION			
	Owner Name AIXIA CLAUDIO (920) 226-8821	Owner Address 431 CENTER AVE SHEBOYGAN, WI 53081 , US		
<b>Sequence Of Events</b>				
01	Event MOTOR VEH IN TRANSPORT			
02	Event			
03	Event			
04	Event			
<b>Policy Holder</b>				
Insurance Company AMERICAN-FAMILY-CONNECT-PROPERTY-&-CA		Individual AIXIA CLAUDIO		
<b>Property Owner</b>				
01 PROP OWNER	Government CITY OF SHEBOYGAN (920) 459-3440		Address 828 CENTER AVE SHEBOYGAN, WI 53083 , US	
<b>Fixed Objects Struck</b>				
01	Striking Unit 01	Struck Object OTHER OBJECT - NOT FIXED	Structure Number	Damage Tag Number

# DEAN'S AUTO BODY, INC.

Workfile ID: 3323d983  
PartsShare: 5RgDPJ



We Have the Means for All Your Body Needs!  
1407 N 29TH ST, SHEBOYGAN, WI 53081  
Phone: (920) 457-5494  
FAX: (920) 457-6495

## Preliminary Estimate

**Customer: Claudio, Jeff**

Written By: Tracy Black

Insured: Claudio, Jeff                      Policy #:                      Claim #:  
Type of Loss:                      Date of Loss:                      Days to Repair: 0  
Point of Impact: 08 Left Qtr Post (Left Side)

<b>Owner:</b> Claudio, Jeff 431 Center Ave Shebygan, WI 53081 (920) 912-0069 Cell	<b>Inspection Location:</b> DEAN'S AUTO BODY, INC. 1407 N 29TH ST SHEBOYGAN, WI 53081 Repair Facility (920) 457-5494 Business	<b>Insurance Company:</b>
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## VEHICLE

2007 HOND Civic Sedan LX Automatic 4D SED 4-1.8L Gasoline MPFI Black

VIN: 1HGFA16537L126928	Interior Color:	Mileage In: 145,482	Vehicle Out:
License: 779-KWN	Exterior Color: Black	Mileage Out:	
State: WI	Production Date: 6/2007	Condition: Good	Job #:

### TRANSMISSION

Automatic Transmission  
Overdrive

### POWER

Power Steering  
Power Brakes  
Power Windows  
Power Locks  
Power Mirrors

### DECOR

Dual Mirrors

Tinted Glass

Console/Storage

### CONVENIENCE

Air Conditioning  
Intermittent Wipers  
Tilt Wheel  
Cruise Control  
Rear Defogger  
Keyless Entry  
Telescopic Wheel

### RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

### SAFETY

Drivers Side Air Bag  
Passenger Air Bag  
Anti-Lock Brakes (4)  
Front Side Impact Air Bags

Head/Curtain Air Bags

### SEATS

Cloth Seats  
Bucket Seats  
Reclining/Lounge Seats

### WHEELS

Wheel Covers

### PAINT

Clear Coat Paint

### OTHER

Power Trunk/Gate Release

**Preliminary Estimate**

**Customer: Claudio, Jeff**

2007 HOND Civic Sedan LX Automatic 4D SED 4-1.8L Gasoline MPFI Black

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		<b>REAR DOOR</b>					
2	*	Rpr LT Outer panel				2.0	2.0
3		Add for Clear Coat					0.8
4		R&I LT Belt w'strip				0.3	
5		R&I LT Handle, outside w/o painted USA built				0.5	
6		R&I LT R&I trim panel				0.4	
7		R&I LT Body side mldg USA built black				0.3	
8		<b>QUARTER PANEL</b>					
9		Blnd Fuel door w/o GX					0.2
10	*	Rpr LT Quarter panel				4.0	2.4
11		Overlap Major Adj. Panel					-0.4
12		Add for Clear Coat					0.4
13		<b>REAR LAMPS</b>					
14		R&I LT Tail lamp assy				0.3	
15		<b>REAR BUMPER</b>					
16		R&I R&I bumper cover				1.0	
17		<b>MISCELLANEOUS OPERATIONS</b>					
18	#	Subl Hazardous waste removal		1	6.00 T		
19	#	Refn Corrosion protection (repair area)					0.2
20	**	A/M Apply Disinfectant		1	25.00	1.0	
21	*	Repl Cover car/bag		1	5.00	0.2	
<b>SUBTOTALS</b>					<b>36.00</b>	<b>10.0</b>	<b>5.6</b>

**ESTIMATE TOTALS**

Category	Basis	Rate	Cost \$
Parts			30.00
Body Labor	10.0 hrs @	\$ 62.00 /hr	620.00
Paint Labor	5.6 hrs @	\$ 62.00 /hr	347.20
Paint Supplies	5.6 hrs @	\$ 42.00 /hr	235.20
Miscellaneous			6.00
Subtotal			1,238.40
Sales Tax	\$ 1,238.40 @	5.5000 %	68.11
<b>Grand Total</b>			<b>1,306.51</b>
Deductible			0.00
<b>CUSTOMER PAY</b>			<b>0.00</b>
<b>INSURANCE PAY</b>			<b>1,306.51</b>

## Preliminary Estimate

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**Customer: Claudio, Jeff**

2007 HOND Civic Sedan LX Automatic 4D SED 4-1.8L Gasoline MPFI Black

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide AEG4442, CCC Data Date 05/14/2020, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (\*) or Double Asterisk (\*\*) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2020 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

### SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

### SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

### OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

## Preliminary Estimate

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**Customer: Claudio, Jeff**

2007 HOND Civic Sedan LX Automatic 4D SED 4-1.8L Gasoline MPFI Black

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.



## Preliminary Estimate

**Customer: Claudio, Jeff**

2007 HOND Civic Sedan LX Automatic 4D SED 4-1.8L Gasoline MPFI Black

### ALTERNATE PARTS USAGE

2007 HOND Civic Sedan LX Automatic 4D SED 4-1.8L Gasoline MPFI Black

VIN: 1HGFA16537L126928 Interior Color: Mileage In: 145,482 Vehicle Out:  
License: 779-KWN Exterior Color: Black Mileage Out:  
State: WI Production Date: 6/2007 Condition: Good Job #:

Alternate Part Type	Selection Method	# Of Times Notified Of Available Parts	# Of Parts Selected
Aftermarket	Automatically List	0	1
Optional OEM	Automatically List	0	0
Reconditioned	Automatically List	0	0
Recycled	N/A	0	0

GEORGIA AVENUE BODY SHOP, INC.  
1819 GEORGIA AVENUE  
SHEBOYGAN, WI 53081  
PHONE: (920)458-3272 FAX: (920)458-3284

\*\*\* PRELIMINARY ESTIMATE \*\*\*

06/01/2020 10:25 AM

**Owner**

**Owner:** JEFF CLAUDIO  
**Address:** 431 CENTER AVE  
**City State Zip:** Sheboygan, WI 53081

**Work/Day:** (920)912-0069  
**FAX:**

**Inspection**

**Inspection Date:** 06/01/2020 10:25 AM

**Inspection Type:**

**Repairer**

**Repairer:** Georgia Ave Body Shop  
**Address:** 1819 Georgia ave  
**City State Zip:** Sheboygan, WI 53081  
**Email:** gabs@gabsinc.biz

**Contact:** GEORGIA AVENUE  
**Work/Day:** (920)458-3272  
**Work/Day:**

**Target Complete Date/Time:**

**Days To Repair:** 5

**Vehicle**

2007 Honda Civic LX 4 DR Sedan  
4cyl Gasoline 1.8 VTEC  
5 Speed Automatic

**Lic.Plate:** 779-KWW  
**Lic Expire:**  
**Prod Date:**  
**Veh Insp# :**  
**Condition:** Good  
**Ext. Color:** BLACK  
**Ext. Refinish:** Two-Stage

**Lic State:** WI  
**VIN:** 1HGFA165374126928  
**Mileage:** 155,000  
**Mileage Type:** Actual  
**Code:** H0303D  
**Int. Color:**  
**Int. Refinish:** Two-Stage

**Options**

AM/FM CD Player	Air Conditioning	Alarm System
Anti-Lock Brakes	Bucket Seats	Center Console
Cruise Control	Daytime Running Lights	Dual Airbags
Floor Mats	Head Airbags	Intermittent Wipers
Keyless Entry System	Lighted Entry System	MP3 Decoder
Power Brakes	Power Door Locks	Power Mirrors
Power Steering	Power Windows	Rear Bench Seat
Rear Window Defroster	Rem Trunk-L/Gate Release	Side Airbags
Strg Wheel Radio Control	Tachometer	Telescopic Steering Whl
Theft Deterrent System	Tilt Steering Wheel	Tinted Glass
Velour/Cloth Seats		

**Damages**

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
<b>Rear Doors</b>										
1	I	289		Pnl,Rear Door Outer LT	Repair				3.0*	SM
2	L	289	13	Pnl,Rear Door Outer LT	Refinish				3.1	RF
					2.1 Surface					
					0.6 Two-stage setup					
					0.4 Two-stage					
3	RI	329		Mldg,Rear Door Belt LT	R & I Assembly				1.5	SM
4	RI	443		Handle,RR Door Outer LT	R & I Assembly				0.4	SM
<b>Quarter And Rocker Panel</b>										
5	I	389		Panel,Quarter LT	Repair				4.0*	SM
6	L	389		Panel,Quarter LT	Refinish				2.6	RF
					2.2 Surface					
					0.4 Two-stage					
7	RI	397		Door,Fuel Filler LT	R & I Assembly				0.1	SM
<b>Rear Bumper</b>										
8	RI	566		Rear Bumper Cover R&I	R & I Assembly				0.5*	SM
<b>Rear Body, Lamps And Floor Pan</b>										
9	RI	549		Lens,Taillamp Outer LT	R & I Assembly				1.2	SM
<b>Manual Entries</b>										
10	N	M30		Collision Repair Material	Additional Labor	\$7.00*				SM
11	N			CORROSION PROTECTION	Additional Labor	\$21.00*			0.2*	SM
12	N			CAR COVER 4 DOOR	Additional Labor	\$12.00*				SM
12	Items									

**MC Message**

13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

**Estimate Total & Entries**

Other Parts				\$40.00
Paint & Materials	5.7 Hours @	\$40.00		\$228.00
Parts & Material Total				\$268.00
Tax on Parts & Material	@	5.500%		\$14.74

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$62.00	3.7	7.2	10.9	\$675.80
Mech/Elec (ME)	\$78.00				
Frame (FR)	\$75.00				
Refinish (RF)	\$62.00	5.7		5.7	\$353.40
<b>Labor Total</b>				16.6 Hours	\$1,029.20
<b>Tax on Labor</b>		@	5.500%		\$56.61
<b>Gross Total</b>					\$1,368.55
<b>Net Total</b>					\$1,368.55

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Default  
 Recycled Parts NOT REQUESTED  
 Rate Name Default

Audatex Estimating 8.0.757 ES 06/01/2020 10:27 AM REL 8.0.757 DT 05/01/2020  
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1.4 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

**Op Codes**

* = User-Entered Value	^ = Labor Matches System Assigned Rates	E = Replace OEM
NG = Replace NAGS	EC = Replace Economy	OE = Replace PXN OE Srpls
UE = Replace OE Surplus	ET = Partial Replace Labor	EP = Replace PXN
EU = Replace Recycled	TE = Partial Replace Price	PM = Replace PXN Reman/Reblt
UM = Replace Reman/Rebuilt	L = Refinish	PC = Replace PXN Reconditioned
UC = Replace Reconditioned	TT = Two-Tone	SB = Sublet Repair
N = Additional Labor	BR = Blend Refinish	I = Repair
IT = Partial Repair	CG = Chipguard	RI = R & I Assembly
P = Check	AA = Appearance Allowance	RP = Related Prior Damage



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Res. No.        - 20 - 21. By Alderpersons Sorenson and Wolf. June 15, 2020.

A RESOLUTION adopting the addition of 2021 Action Items and Critical Measurements to the City of Sheboygan 2017-2021 Strategic Plan.

WHEREAS, in January 2017 the Common Council approved Res. No. 144-16-17 to adopt the 2017-2021 Strategic Plan containing 2017 and 2018 Action Items and Critical Measurements; and

WHEREAS, on May 7, 2018, the Common Council approved Res. No. 2-18-19 to adopt the 2017-2021 Strategic Plan containing 2019 and 2020 Action Items and Critical Measurements; and

WHEREAS, in January and February 2020 a community survey was provided to the public to gain public input on a variety of topics to be used as a basis for developing the 2021 Action Items and Critical Measurements of the 2017-2021 Strategic Plan; and

WHEREAS, the Committee of the Whole met on June 15, 2020 to discuss 2021 updates to the Strategic Plan. The 2021 Action Items and Critical Measurements represent the specific actions and tasking to support the six focus areas of the Strategic Plan including:

1. Quality of Life
2. Infrastructure and Public Facilities
3. Economic Development
4. Neighborhood Revitalization
5. Governing and Fiscal Management
6. Communication

Cow

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby approves the attached 2021 Action Items and Critical Measurements as an update to the 2017-2021 Strategic Plan.

\_\_\_\_\_  
\_\_\_\_\_

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

**Proposed 2021 Strategic Plan  
Action Items and Critical Measurements Update**

<b><u>QUALITY OF LIFE</u></b>		
<b>2021 Action Items</b>		<b><u>Status</u></b>
1	Continued enhancement of Firefighter training	Ongoing
2	Continued enhancement of Emergency Medical Services (EMS) training	Ongoing
3	Maintain replacement park equipment schedule	Ongoing
4	Increase community volunteer partnerships to improve city beautification projects	Ongoing
<b>2021 Critical Measurements</b>		<b><u>Status</u></b>
5	Meet department goal of 8,000 hours of firefighter training	New Item
6	Meet department goal of 2,100 hours of EMS training	New Item
7	Trips per revenue mile for Shoreline Metro and Metro Connection	Ongoing
8	Shoreline Metro and Metro Connection annual ridership	Ongoing
9	Walkability score	Ongoing
10	Fire response compliance percentage (NFRA standard 380 seconds)	Ongoing
11	EMS response compliance percentage (NFRA standard 360 seconds)	Ongoing
12	Continue to work toward achieving an Insurance Services Office (ISO) rating from 2 to 1	Ongoing
13	Number of joint projects with the Sheboygan Area School District	Ongoing
14	Additional trails created annually	Ongoing
15	Number of community partnership participants(Adopt-A-Park/Adopt-A-Trail)	Ongoing
16	Number of curb miles of streets swept	Ongoing
17	Percent of graffiti removed from city facilities within 3 days of notification	Ongoing
18	Part 1 crime rate - violent crimes/per 1,000	Ongoing
19	Part 1 crime rate - property crimes/per 1,000	Ongoing
20	Residents who feel safe or very safe walking in their neighborhood after dark	Ongoing
21	Number of HVEE traffic safety deployments	Ongoing
22	Pounds of prescription drugs collected	Ongoing

**Proposed 2021 Strategic Plan  
Action Items and Critical Measurements Update**

<b><u>INFRASTRUCTURE AND PUBLIC FACILITIES</u></b>		
<b>2021 Action Items</b>		<b><u>Status</u></b>
23	Begin Phase One mechanical/maintenance work at Fire Station 3	New Item
24	South Lakeshore Interceptor Sewer Rehabilitation Project	New Item
25	Citywide ADA Infrastructure Improvements	New Item
26	Consolidate crime analysis to ESRI platform	New Item
27	Replace and update in-squad computer systems	New Item
28	Remain current with public safety vehicle replacement plan	New Item
29	Refurbish alley between N. 8th Street and the parking lot east of the Shoreline Metro Transfer Station	New Item
30	Begin construction of Butzen Sports Complex-Phase 0	Ongoing
31	Continue sanitary sewer lining rehabilitation program	Ongoing
32	Complete resurfacing of 3 city streets per year leveraging local, state, federal funding	Ongoing
33	Implement city-wide long term storm water management program	Ongoing
34	Continue funding emerald ash borer tree replacement program	Ongoing
35	Continue to hold the Tree City USA designation	Ongoing
<b>2021 Critical Measurements</b>		<b><u>Status</u></b>
36	Fire Station 3 – Percentage completion of maintenance/mechanical repair of Phase One	New Item
37	Annual cost of citywide ADA Infrastructure Improvements	New Item
38	Number of street trees planted	Ongoing
39	Number of street trees treated	Ongoing
40	Number of years holding the Tree City USA designation	Ongoing
41	Linear feet of sanitary sewer relining complete	Ongoing
42	Linear miles of street resurfaced	Ongoing
43	Pavement rating	Ongoing

**Proposed 2021 Strategic Plan  
Action Items and Critical Measurements Update**

<b><u>ECONOMIC DEVELOPMENT</u></b>		
<b>2021 Action Items</b>		<b><u>Status</u></b>
44	Issue request for proposals to redevelop the former Sheboygan Armory property	New Item
45	Redevelopment of the former Mayline property and surrounding infrastructure	New Item
46	Continue programming calendar for City Green plaza	Ongoing
47	Transforming former Koepsell property into Innovation District	Ongoing
48	Market infill development sites along Indiana Avenue	Ongoing
49	Leverage arts / culture streetscape to connect downtown to JMKAC Art Preserve development	Ongoing
50	Market and develop up to 10 acres in SouthPointe Enterprise Campus	Ongoing
51	Coordinate new development on city-owned redevelopment sites	Ongoing
52	Purchase real estate to extend recreational trail parallel to Indiana Avenue	Ongoing
53	Continue work with existing businesses promoting future expansion	Ongoing
54	Continue annual developer's summit and bi-annual virtual tours	Ongoing
<b>2021 Critical Measurements</b>		<b><u>Status</u></b>
55	Amount of room tax generated	Ongoing
56	Valuation Tax Incremental Districts' Increment	Ongoing
57	Percent change of equalized property valuation (all property)	Ongoing
58	Value of industrial property (Real Estate and Personal Property)	Ongoing
59	Annual ridership on the trolley	Ongoing

**Proposed 2021 Strategic Plan  
Action Items and Critical Measurements Update**

<b><u>NEIGHBORHOOD REVITALIZATION</u></b>		
<b>2021 Action Items</b>		<b><u>Status</u></b>
60	Complete an affordable housing market study	New Item
61	Support existing neighborhood associations	New Item
62	Create neighborhood development plans for one official neighborhood association	Ongoing
63	Continue north / south side neighborhood events in partnership with city employee wellness program	Ongoing
64	Continue the neighborhood grant program and neighborhood leaders engagement events	Ongoing
65	Continue development of baseline data in targeted neighborhoods and revisit year one neighborhoods	Ongoing
66	Continue spring cleanup events in neighborhoods with associations and continue promotion of the Adopt-A-Park program	Ongoing
67	Develop analysis / management plan for blighted properties within key business corridors	Ongoing
68	Maintain Neighborhood Beat Officer positions and policing program	Ongoing
69	Continue monthly interdepartmental staff meetings to coordinate neighborhood issues	Ongoing
70	Continue to expand the number of neighborhood associations	Ongoing
71	Make necessary public infrastructure improvements in at-risk neighborhoods	Ongoing
72	Promote the city's housing funding programs to qualified homeowners for improvements	Ongoing
73	Advance relationship with Lakeshore Landlord Association	Ongoing
74	Advance relationship with community partners (Habitat for Humanity)	Ongoing
75	Continue to address street lighting issues in neighborhoods (Light the Night events)	Ongoing
<b>2021 Critical Measurements</b>		<b><u>Status</u></b>
76	Number of nuisance properties	New Item
77	Update database of property values in focus neighborhood annually	Ongoing
78	Number of affordable housing units added	Ongoing
79	Number of housing loans issued	Ongoing
80	Number of new neighborhood associations formed	Ongoing
81	Number of abandoned vehicles towed	Ongoing
82	Number of Neighborhood Association meetings	Ongoing
83	Number of garbage complaints investigated/cited	Ongoing

**Proposed 2021 Strategic Plan  
Action Items and Critical Measurements Update**

<b><u>GOVERNING AND FISCAL MANAGEMENT</u></b>		
<b>2021 Action Items</b>		<b><u>Status</u></b>
85	Execute succession plan for Police Department	New item
86	Create/Update 6 Finance Department policies	New item
87	Implementation of MUNIS software modules to streamline operations	New Item
88	Reduce number of legacy computer applications	Ongoing
89	Enhance cybersecurity	Ongoing
90	Continue quarterly employee newsletter	Ongoing
<b>2021 Critical Measurements</b>		<b><u>Status</u></b>
91	Number of MUNIS software modules implemented	New Item
92	Number of legacy applications retired	Ongoing
93	Number of SANS top 20 security measures implemented	Ongoing
94	Unassigned fund balance as a percent of revenues	Ongoing
95	Moody's Investor Service bond rating for Sheboygan	Ongoing

**Proposed 2021 Strategic Plan  
Action Items and Critical Measurements Update**

<b><u>COMMUNICATION</u></b>		
<b>2021 Action Items</b>		<b><u>Status</u></b>
96	Maintain Police Department outreach activities	New Item
97	Maintain Police Chief's advisory committee	New Item
98	Evaluate website platform vendors and evaluate feasibility of having sub-domains for all departments	New Item
99	Continuation of Fire Department community events	Ongoing
100	Continuation of home fire safety programs for students in grades K-4	Ongoing
101	Increase Age-Friendly / Livable Community information on social media	Ongoing
102	Continue monthly electronic community newsletter	Ongoing
103	Continue community survey on annual basis	Ongoing
<b><u>COMMUNICATION</u></b>		
<b>2021 Critical Measurements</b>		<b><u>Status</u></b>
104	Number of followers on all city departments' Instagram accounts	New Item
105	Number of Fire Department public/community events	New Item
106	Number of home fire safety programs for students in grades K-4	New Item
107	Number of Police Department outreach activities	New Item
108	Number of Police Press releases	New Item
109	Number of students participating in fire safety programs	Ongoing
110	Number of events / presentations relative to Age-Friendly / Livable Community initiative	Ongoing
111	Number of PSAs produced by WSCS Cable TV	Ongoing
112	Number of followers on all city departments' Twitter accounts	Ongoing
113	Number of users on Nextdoor	Ongoing
114	Number of "likes" on all city departments' Facebook accounts	Ongoing
115	Number of Nixle accounts	Ongoing
116	Number of televised Common Council and Committee of the Whole meetings	Ongoing

III

Res. No. \_\_\_\_\_ - 20 - 21. By Alderpersons Donohue and Bohren.  
June 15, 2020.

A RESOLUTION authorizing the IT Director to enter into a Contract with Ontech Systems, Inc. for an IT Security Assessment.

RESOLVED: That the IT Director is hereby authorized to execute the attached Contract with Ontech Systems, Inc.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds not to exceed \$4,850.00 from Account No. 70717100-521900 pursuant to the terms of the Agreement.

FAP

\_\_\_\_\_  
\_\_\_\_\_

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

## CONSULTING SERVICES AGREEMENT

This Agreement is made as of \_\_\_\_\_ between Ontech Systems, Inc., a Wisconsin corporation ("Ontech"), N85W16186 Appleton Avenue, Suite A, Menomonee Falls, WI 53051, (262) 522-8560 and City of Sheboygan ("CLIENT"), 828 Center Ave, Sheboygan, WI \_\_\_\_\_, 53081, (920) 459-4271.

### RECITALS

A. Ontech is engaged in, among other things, the business of providing computer consulting services ("Services") and the sale of computer hardware and software ("Products"), collectively referred to as the "Work".

B. CLIENT desires to hire Ontech to perform that certain Work more fully described on Attached Schedule A on the terms and conditions set forth in this Consulting Services Agreement or in subsequent amendments thereto (the "Agreement").

NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties hereby agree as follows:

1. **Services.** Ontech shall provide to CLIENT the mutually agreed upon Work as is more fully described on Schedule A attached hereto and incorporated herein by reference.

2. **Fees.** As compensation for the Work provided or performed by Ontech, CLIENT agrees to pay Ontech the fees and charges set forth in Schedule A or in any subsequent "Scope of Work" entered into by and between Ontech and CLIENT (together with any sales or use tax that may be applicable). Ontech reserves the right to raise its fees and charges upon thirty (30) days written notice to CLIENT; provided however fees and charges shall not be increased during the first one hundred and eighty (180) days from the date of Schedule A or the date of any subsequent "Scope of Work".

CLIENT shall also pay Ontech for the one-way travel time between Ontech's office and the CLIENT's location at one-hundred percent (100%) of the rates stated above. Crisis reply rates of one hundred fifty percent (150%) of the rates stated above shall apply to services requested and performed between 6:00 p.m. and 8:00 a.m. There shall be a fifteen minute minimum charge for any onsite service call.

CLIENT further agrees to reimburse Ontech for all direct costs incurred by Ontech in providing the Services including, without limitation, travel expenses from Ontech's office to CLIENT's office. Upon CLIENT's request, Ontech shall provide CLIENT with itemization and documentation concerning such direct costs.

Ontech agrees to issue invoices for the Work provided to CLIENT on a periodic basis but at least on a monthly basis. CLIENT agrees to pay such invoices within fifteen (15) days of receipt. A late fee of one and one-half percent (1.5%) per month may be charged by Ontech

on any balance more than fifteen (15) days past due. If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at eighteen percent (18%) per annum. CLIENT will also be responsible for and pay all costs of collection incurred by Ontech including without limitation, reasonable attorney fees.

3. **Term.** This Agreement shall be effective as of the date first above written and shall continue in effect for a period of twelve (12) months (the "initial term") unless canceled by either party upon ninety (90) days' written notice to the other. This Agreement, if not canceled, shall further automatically renew for additional and successive periods of twelve (12) months and shall remain in effect thereafter until canceled by either party.

In the event of termination of this Agreement, CLIENT agrees that it will pay Ontech pursuant to the terms set forth herein for all Products that have been ordered, partial Services provided and direct costs incurred by Ontech to meet the specifications of the Work described on Schedule A.

4. **Relationship.** The relationship of Ontech and CLIENT shall be that of independent contractors, not that of employer/employee, partnership or joint venture. Ontech shall be free to exercise independent judgment as to the time, place and manner of performing the Work under this Agreement subject to the mutual agreement of CLIENT.

5. **Limited Warranties; Disclaimers.** Ontech represents and warrants that any Services that it provides to CLIENT under this Agreement will be performed in accordance with generally accepted industry standards of care and competence. CLIENT's sole and exclusive remedy for a breach of Ontech's warranty relating to Services shall be that Ontech will, in its sole discretion, either (i) use its reasonable commercial efforts to re-perform the Services, or (ii) refund the fee CLIENT paid for the Services that are in breach of Ontech's warranty. A claim for breach of Ontech's warranty relating to Services must be made by CLIENT, in writing to Ontech, within fifteen (15) days of the date the Services that do not comply with Ontech's warranty are performed. If CLIENT does not notify Ontech of a breach of Ontech's warranty relating to Services during such 15 day period, CLIENT shall be deemed to have irrevocably accepted the Services.

Ontech does not provide any warranty relating to any Products sold to CLIENT pursuant to this Agreement other than such warranty as may be available from the manufacturer of the Product. All Products are provided to CLIENT by Ontech "AS IS." Ontech shall, to the extent it is allowed by its vendors, pass through any warranties provided by the manufacturer of the Product. In the event such warranties are not assignable to CLIENT, Ontech also agrees to take commercially reasonable efforts to obtain warranty coverage or enforce such warranties on CLIENT's behalf.

CLIENT acknowledges that no employee of Ontech or any other party is authorized to make any representations or warranties on behalf of Ontech that are not in this Agreement. **ONTECH EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES RELATED TO THE SERVICES AND/OR PRODUCTS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF**

**ACCURACY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR OTHER PERFORMANCE.**

6. **Insurance.** Ontech shall, at its sole expense, maintain in effect at all times during the performance of the Work, insurance coverage with limits not less than those set forth below:

(a) **Worker's Compensation.** Ontech shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. Ontech shall provide statutory coverage for work related injuries with limits of \$100,000 each accident, \$500,000 disease policy limit, and \$100,000 disease each employee.

(b) **Commercial General Liability, Professional Liability (Errors and Omissions) and Automobile Liability Insurance.** Ontech shall provide and maintain the following commercial general liability, professional liability and automobile liability insurance policies with the following coverage:

(c) **Limits** - Ontech shall maintain limits no less than the following:

1. **General Liability** - One million dollars (\$1,000,000) per occurrence (\$2,000,000 general aggregate if applicable) for bodily injury, personal injury and property damage.
2. **Automobile Liability** - One million dollars (\$1,000,000) for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the Agreement.
3. **Professional Liability** - One million dollars (\$1,000,000) per claim and annual aggregate.

(d) **Evidences of Insurance** - Upon execution of this Agreement, Ontech will, if requested by CLIENT, provide CLIENT with a certificate of insurance confirming the existence of the above described coverages.

**7. Limitations of Liability. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE SERVICES TO BE PERFORMED BY ONTECH THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CLIENT AGREES TO LIMIT THE LIABILITY OF ONTECH TO THE CLIENT FOR ANY AND ALL CLAIMS, LOSSES, COSTS, DAMAGES OF ANY NATURE SO THAT THE TOTAL AGGREGATE LIABILITY OF ONTECH SHALL NOT EXCEED: THE TOTAL FEE PAID TO ONTECH FOR SERVICES RENDERED TO CLIENT ON THE SCOPE OF WORK DESCRIBED ON SCHEDULE A, OR THE TOTAL FEE PAID TO ONTECH FOR SERVICES RENDERED TO CLIENT OVER THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT OR OCCURRENCE GIVING RISE TO CLIENT'S CLAIM; WHICHEVER AMOUNT IS GREATER. IT IS INTENDED THAT THIS LIMITATION SHALL**

**APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION HOWEVER ALLEGED OR ARISING. IN NO EVENT SHALL ONTECH BE LIABLE FOR DAMAGES IN EXCESS OF PAYMENTS MADE BY ONTECH'S INSURANCE COMPANY TO CLIENT OR FOR DAMAGES THAT ARISE FROM A LOSS THAT IS NOT COVERED BY ONTECH INSURANCE. IT IS FURTHER AGREED THAT ONTECH SHALL NOT BE LIABLE FOR CLAIMS BASED UPON BREACH OF IMPLIED WARRANTY OR FOR DAMAGES RELATING TO INTERRUPTION OF BUSINESS, CONSEQUENTIAL OR PUNITIVE DAMAGES.**

8. **Confidentiality.** The Parties acknowledge and agree that during the course of the performance of the parties' respective obligations under this Agreement, each party may make available to the other Confidential Information that is of value to the party disclosing the information. Each party agrees to maintain the confidentiality of the Confidential Information of the other party and not to disclose or disseminate such Confidential Information to third parties. The party receiving Confidential Information agrees to use the same standard of care in maintaining the confidentiality of the Confidential Information as it uses to avoid disclosure of its most sensitive Confidential Information. Nothing in this Section shall preclude a party from disclosing Confidential Information to the extent that the disclosure thereof is required by law. Upon termination or expiration of this Agreement, the parties shall destroy or return all Confidential Information of the other and shall not use any Confidential Information of the other in its business. Ontech further acknowledges that CLIENT owns all proprietary data, files and information maintained, within the files, records and electronic data systems of CLIENT (other than software copyright protected or software licensed by third parties). Ontech will protect and not release any of CLIENT's data, files or information to any party except upon the express written direction of CLIENT.

9. **Non-solicitation of Ontech employees.** CLIENT recognizes that Ontech has invested valuable time and resources in the selection, hiring, training and retention of employees that will be assigned to perform Work on behalf of CLIENT. As a result, CLIENT agrees that it will not solicit for employment or offer employment to any employee of Ontech. If CLIENT violates this provision, then Ontech may immediately terminate this Agreement irrespective of any notice otherwise required herein and CLIENT agrees to pay Ontech a fee equal to 40% of the yearly wages of the employee or employees that CLIENT hires or attempts to hire as liquidated damages, which amount CLIENT agrees to be a fair and reasonable amount.

10. **Miscellaneous.** This Agreement supersedes all previous agreements between the parties with respect to the subject matter hereof and shall be binding upon the parties, their respective successors, assigns, subsidiaries, affiliates, legal representatives and administrators. This Agreement shall be governed by the laws of the state of Wisconsin and any claims or actions arising under this Agreement shall be filed and heard in the Circuit Court of Washington County, Wisconsin. No modification, amendment or waiver of any provision of this Agreement shall be effective unless approved in writing by both parties. The failure of either party at any time to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions. This Agreement may not be assigned

without the written consent of the other party. Signatures on a copy of this Agreement or on copies of any other documents provided pursuant to this Agreement transmitted by facsimile, scanned and transmitted by electronic mail or electronically signed ("e-signed") shall be binding upon the parties and of the same legal effect as original signatures.

Ontech Systems, Inc.

CLIENT

Title: President

Title: \_\_\_\_\_

Address:

N85W16186 Appleton Avenue  
Suite A  
Menomonee Falls, WI 53051  
Phone: 262-522-8560  
Facsimile: 815-301-6602

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

**SCHEDULE A TO  
ONTECH SYSTEMS, INC.  
CONSULTING SERVICES AGREEMENT**

**A. Description of Scope of Work to be provided.**

At CLIENT's request, Ontech agrees to provide CLIENT with the Work more completely described below subject to the terms and conditions of the attached Agreement:

1. Hourly Services – Services may be performed onsite or remotely and shall be billed at a rate of \$140 per hour. Services may be provided for planned projects or on an as needed basis. Services include but are not limited to product selection, implementation, documenting, maintenance and the troubleshooting of IT solutions. IT solutions may include but are not limited to network switches, routers, wireless access points and controllers, PCs, laptops, servers, printers, phone systems, virus and malware protection, backup and disaster recovery, network operating systems, office productivity software and other network nodes. Projects may be more fully defined within a subsequent “scope of work” as needed or requested by Ontech or CLIENT.

Hourly Services notes: CVMIC SA Project only. Quote RV#005909. Post 15 days from project completion will signify cancellation of agreement unless requested by City of Sheboygan.

2. Managed Services – Managed services may be provided via third-party vendors through Ontech or directly by Ontech and shall be subject to recurring monthly charges. Managed services include but are not limited to monitoring and alerting for network devices, internet connection, other network services and remote remediation. Managed services may be more fully defined in a subsequent Managed Services “scope of work” as agreed upon on a per case basis.
3. Hosted solutions – Hosted solutions may be provided via third-party vendors through Ontech or directly by Ontech and shall be subject to recurring monthly charges. These solutions include but are not limited to email and web security, hosted applications and backup. Hosted solutions may be more fully defined in a subsequent Hosted Solution “scope of work” as agreed upon on a per case basis.

Ontech Systems, Inc.

CLIENT

Title: President

Title: \_\_\_\_\_

Address:

Address:

N85W16186 Appleton Avenue

\_\_\_\_\_

Suite A

\_\_\_\_\_

Menomonee Falls, WI 53051

Phone: 262-522-8560

Phone: \_\_\_\_\_

Facsimile: 815-301-6602

Facsimile: \_\_\_\_\_



## CVMIC Security Assessment

Quote # RV005909  
Version 1



Prepared for:

**City of Sheboygan**

Eric Bushman  
eric.bushman@sheboyganwi.gov

Prepared by:  
**Ontech Systems Inc.**

Robyn Vidas  
robyn@ontech.com

## Scope of Work

# Overview

## 1. Project Background and Description

City of Sheboygan is requesting a security assessment to get a “current state” of their network security, and to obtain recommendations on any actions needed to fix and security issues on their network.

## 2. Project Scope

This project includes the following items:

Onsite visit to run network scans and perform physical security assessment, including:

- 3 AD Domain (PD/Village, WW Treatment, Library)
- Approximately 425 endpoints (about 325 with PD/Village, 75 with Library)
- Approximately 34 Windows Server instances, 8 Linux servers, with shared storage
- 16 physical locations
- Approximately 37 VLAN networks of class C size or smaller (approximately 9500 total IP Addresses)

Evaluation of scan results and creating documentation around findings and recommendations

Presenting recommendations to City of Sheboygan staff

## 3. Roles and Responsibilities

Ontech will be responsible for:

Providing the appliance hardware to run network scans

Providing the software necessary to run network scans

Providing documentation and recommendations resulting from the scan

City of Sheboygan will be responsible for:

Providing a person familiar with the computer network and physical facilities to accompany Ontech's security engineer the day of the assessment and to answer questions

Providing domain administrator credentials for the purposes of running the Windows-centric network and computer scans

Providing access to a domain-joined computer (preferably a domain controller) to run some of the Windows scans from

Providing a secure area with network access for the network scan appliance to be staged from

## 4. Deliverables

Work with Clty of Sheboygan to schedule the initial onsite visit

Perform the scans and evaluation in a timely manner

Documentation, results, and recommendations stemming from the assessment in digital format

An onsite results meeting to review the items above

## 5. Assumptions

Ontech assumes that Clty of Sheboygan will be able to provide all items under their responsibility in section 3.

## 6. Anticipated Impact

There should be no impact to the user base or system availability. Ontech will take steps to try and ensure there are no unplanned impacts or outages.

## 7. Specific Exclusions from Scope

Penetration testing (active exploiting of vulnerabilities) is not included as part of the scope of this assessment.

Social Engineering and user testing is not included as part of this assessment.

### CVMIC Security Assessment Program

Description	Price	Qty	Ext. Price
<b>Network Security Appliance</b> Please review attached PDF for details in regard to the appliance and reports.	\$1,500.00	1	\$1,500.00
<b>Security Assessment Labor Fixed Fee</b> Fixed fee labor for service or project work.	\$8,200.00	1	\$8,200.00

#### Notes

- CVMIC Covers 50% of the assessment amount, Municipality billed 50%
- Through the assessment program, CVMIC is provided a copy of the reports from the assessment. A CVMIC representative may sit in on the presentation meeting.

Subtotal: \$9,700.00



N85W16186 Appleton Ave  
Suite A  
Menomonee Falls, Wisconsin 53051  
www.ontech.com  
(262) 522-8560

## CVMIC Security Assessment

Quote Information:

**Quote #: RV005909**

Version:

Delivery Date:

Expiration Date:

Prepared for:

**City of Sheboygan**

828 Center Ave #204

Sheboygan, WI 53081

Eric Bushman

(920) 459-4271

eric.bushman@sheboyganwi.gov

Prepared by:

**Ontech Systems Inc.**

Robyn Vidas

(262) 522-8560

robyn@ontech.com



## Quote Summary

Description	Amount
CVMIC Security Assessment Program	\$9,700.00
Total:	\$9,700.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

**Ontech Systems Inc.**

**City of Sheboygan**

Signature:

Name: Robyn Vidas

Title: Account Manager

Date: 06/09/2020

Signature:

Name: Eric Bushman

Date:

III

Res. No.          - 20 - 21. By Alderpersons Wolf and Sorenson.  
June 15, 2020.

A RESOLUTION authorizing the appropriate City officials to sign Amendment #2 to the Joint Sewage Treatment Agreement between the Town of Sheboygan Sanitary District #2 and the City of Sheboygan.

WHEREAS, the 32 City properties identified in Amendment #2 to the Joint Sewage Treatment Agreement were previously annexed by the City of Sheboygan from the Town of Sheboygan; and

WHEREAS, these properties are connected to the City of Sheboygan water system, but receive sewer service through the Town of Sheboygan Sanitary District #2; and

WHEREAS, at present, these properties are billed a flat rate for sewer by the Town of Sheboygan Sanitary District #2; and

WHEREAS, Amendment #2 will allow the appropriate City officials to invoice the 32 properties based on actual usage of sewer services (and then the City will be billed by the Town of Sheboygan Sanitary District #2).

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to execute Amendment #2 to the Joint Sewage Treatment Agreement between the Town of Sheboygan Sanitary District #2 and the City of Sheboygan, a copy of which is attached hereto.

PO

\_\_\_\_\_  
\_\_\_\_\_

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

AMENDMENT NO. 2 TO ADDENDUM TO  
JOINT SEWAGE TREATMENT AGREEMENT

The City of Sheboygan, a Wisconsin municipal corporation (the "City"), the Town of Sheboygan, a quasi-municipal corporation of the State of Wisconsin (the "Town"), and the Town of Sheboygan Sanitary District No. 2, a quasi-municipal corporation of the State of Wisconsin (the "District") are all parties to the Addendum to Joint Sewage Treatment Agreement Amended April 30, 1986, dated July 1, 1986 (the "Addendum").

The Addendum was previously amended by Amendment No. 1. Amendment No. 1 had an effective date of April 13, 2004.

The Parties wish to further amend the Addendum as follows:

1. The classification of sanitary sewer users specifically identified on Attachment "A" attached to this Amendment No. 2 is hereby changed from Classification A to Classification E under the Addendum, so as to change the method of billing these properties from the current method in which the Sanitary District bills its full service charge to the property owner directly, to provide that the City bills its full service charge to these property owners directly and the Sanitary District bills its operation/maintenance charge along with treatment charge directly to the City for these properties.
2. As a result of Attachment "A", there will be three addresses within the City's corporate limits which are billed for water and sewer by the Town: (1) 3805 Sheridan Ave., (2) 4000 N. Frontage Road, and (3) 4120 N. Frontage Road.
3. Other Terms and Conditions. Except as specifically modified or amended herein, all other terms and provisions of the Addendum remain unchanged.

4. Binding Effect. This Amendment No. 2 shall bind the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, this Amendment No. 2 is executed as of this \_\_\_\_ day of \_\_\_\_\_, 2020, and shall be effective for billings commencing June 1, 2020 and thereafter.

CITY OF SHEBOYGAN

TOWN OF SHEBOYGAN

By: \_\_\_\_\_  
Michael J. Vandersteen, Mayor

By: \_\_\_\_\_

Attest: \_\_\_\_\_  
Meredith DeBruin, City Clerk

Attest: \_\_\_\_\_

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

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

TOWN OF SHEBOYGAN  
SANITARY DISTRICT NO. 2

By: \_\_\_\_\_

Attest: \_\_\_\_\_

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

This Document is authorized by and in accordance with Res. No. \_\_\_\_\_.

Attachment A

The table below is a listing of City property addresses that discharge to the Town of Sheboygan.

These addresses currently pay the Water Utility for water service and the Town of Sheboygan for sanitary sewer service.

3824 N. 13 <sup>th</sup> Street	3810A Erie Ave.
3822 N. 29 <sup>th</sup> Street	3734 Lakeshore Road
3824 N. 29 <sup>th</sup> Street	2911 Main Ave.
3832 N. 29 <sup>th</sup> Street	3817 Main Ave.
3834 N. 29 <sup>th</sup> Street	3909 Main Ave.
3918 N. 29 <sup>th</sup> Street	3910 Main Ave.
609 N. 38 <sup>th</sup> Street	3919 Main Ave.
2331 N. 40 <sup>th</sup> Street	3920 Main Ave.
2411 N. 40 <sup>th</sup> Street	2215 Mill Road
2416 N. 40 <sup>th</sup> Street	535 Petra Lane
2427 N. 40 <sup>th</sup> Street	536 Petra Lane
2504 N. 40 <sup>th</sup> Street	540 Petra Lane
2507 N. 40 <sup>th</sup> Street	603 Petra Lane
2514 N. 40 <sup>th</sup> Street	604 Petra Lane
3708 Erie Ave.	607 Petra Lane
3810 Erie Ave.	608 Petra Lane

This address currently pays the Town of Sheboygan for sanitary sewer service.

2524 N. 29<sup>th</sup> Street

III

Res. No. \_\_\_\_\_ - 20 - 21. By Alderpersons Wolf and Sorenson. June 15, 2020.

A RESOLUTION authorizing the appropriate City officials to enter into an agreement with Haucke Plumbing & Heating, Inc. for the replacement of six heaters in the vehicle garage at Shoreline Metro.

WHEREAS, funding for the replacement of six heaters in the vehicle garage at Shoreline Metro is included in the 2020 Building Maintenance Budget; and

WHEREAS, City Staff has obtained and reviewed competitive bids for the heater replacement, and has determined that the low bid, from Haucke Plumbing & Heating, Inc. of Plymouth, Wisconsin meets all of the requirements from the bid documents and is within the amount budgeted; and

WHEREAS, the Common Council of the City of Sheboygan believes that it is in the best interest of the City to award a contract to Haucke Plumbing & Heating, Inc. for the heater replacement.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to enter into a contract with Haucke Plumbing & Heating Inc., a copy of which is attached hereto and incorporated herein, for the heater replacement at the Shoreline Metro vehicle garage.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds in the amount of \$19,320.00 from Account No. 65193110-524115 (Building Equipment Maintenance) for the heater replacement.

PO

\_\_\_\_\_  
\_\_\_\_\_

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

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

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**AGREEMENT  
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND  
HAUCKE PLUMBING & HEATING, INC.**

**REGARDING HEATER REPLACEMENT AT SHORELINE METRO**

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

WITNESSETH:

WHEREAS, the City is the owner of the Shoreline Metro Transportation Vehicle Garage at 608 South Commerce Street (the “Vehicle Garage”); and

WHEREAS, the City wishes to have six ceiling mounted gas fired unit heaters at the Vehicle Garage replaced; and

WHEREAS, the City issued Request for Bids # 1976-20 to obtain bids from qualified providers of the services needed to complete the desired heater replacement (“Services”); and

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

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

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

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**Article 1. Scope of Services**

Contractor shall complete the Services necessary to replace six ceiling mounted gas fired unit heaters in the Vehicle Garage. This includes the provision of all necessary labor, parts, equipment, licenses, permits<sup>1</sup>, and travel expenses.

Contractor shall install two 250,000 BTU Rated Sterling XF250A1NS1110 Heaters and four 175,000 BTU Rated Sterling XF1751NS1110 Heaters at the locations indicated by the City's Representative.

The Project Manual for the Services is attached to this Contract as Exhibit 2. Contractor shall comply with the Project Manual in completing the Services. The quantities shown in the Project Manual are based on estimated needs. The City reserves the right to increase or decrease quantities to meet actual needs.

**Article 2. Standard of Care**

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

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

**Article 3. City's Representative**

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

**Article 4. Compensation**

The City shall pay Contractor for the Services an amount not to exceed \$19,320.00.

Invoices shall be sent via first class mail postage prepaid. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the City on a monthly basis and shall be based on the percentage of the Services described in Article 1 complete. The invoice shall be sent to:

---

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

Bernie Rammer  
City of Sheboygan  
828 Center Ave.  
Sheboygan, Wisconsin 53081

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

The City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Defective work.
- Evidence indicating the probable filing of claims by other parties against Contractor which may adversely affect the City.
- Failure of Contractor to make payments due to subcontractors, material suppliers, or employees.
- Damage to the City or a third party.

The submission of any request for payment shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

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

**Article 5. Appropriation of Funds**

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty. The City agrees that it will make its best effort to obtain sufficient funds for the Agreement to meet its obligations hereunder in full.

**Article 6. Performance and Payment Bond**

Contractor shall, within fifteen (15) days of the approval of this Agreement by the Common Council of the City of Sheboygan, provide the City with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

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

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

**Article 7. Schedule**

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

Contractor shall complete the services by July 30, 2020, or within such extra time as may have been allowed by a mutually agreed extension (the "Deadline"). The City's Representative shall have the authority to consent to an extension of the Deadline on behalf of the City.

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

**Article 8. Liquidated Damages**

In the event that Contractor does not complete the Services by the Deadline, there shall be deducted from any monies due or that may become due to Contractor, for each and every calendar day that the work remains uncompleted, a sum of One Hundred and 00/100 Dollars (\$100.00) per calendar day.

This sum shall be considered and treated not as a penalty but as fixed, agreed, and liquidated damages due the City from Contractor by reason of inconvenience to the public, added cost of supervision, and other items which have caused an expenditure of public funds resulting from his failure to complete the work.

Permitting Contractor to continue and finish the work or any part of same after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way be construed as a waiver on the part of the City of any of its rights under this Agreement.

**Article 9. Workmanship and Quality of Materials**

Contractor's Warranty for the Services is set forth in the Project Manual.

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

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

**Article 10. Safety Requirements**

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

Contractor shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state, or local.

Contractor’s Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

**Article 11. Open Records**

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records related to the contract, and that the failure to do so shall constitute a material breach of the contract, and that Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of Final Payment under the Agreement.

**Article 12. Termination**

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

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, ten (10) days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative the City

may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Contractor) shall be less than the sum which would have been payable under the Agreement if it had been completed by Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Contractor will be liable and shall pay to the City the amount of said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its surety for failure to complete the work in the time specified.

**Article 13. Default**

If Contractor breaches this Agreement or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment and materials to ensure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by City.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, Contractor breaches this Agreement or fails to carry on the work in an acceptable manner.

The City shall send Contractor a written notice of default. If Contractor, within a period of ten (10) days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of Contractor, as set forth in this Agreement.

**Article 14. Identity of Contractor**

Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City. The City's Representative shall have the ability to provide this written permission. The City reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

**Article 15. Independent Contractor Status**

During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any

other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.

**Article 16. Indemnification**

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

As such, Contractor shall indemnify and defend the City—including its Officials, Agents, and Employees—from all liability, including, but not limited to, losses, damages, costs, attorney’s fees, expenses, causes of action, claims, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

Contractor shall reimburse the City for any costs, expenses, judgments, and attorney’s fees paid or incurred, by or on behalf of the City, its Officials, Agents, or Employees, or paid for on behalf of the City, its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

For the avoidance of doubt, Contractor shall further hold the City, its Officials, Agents, and Employees harmless from liability or claims for any injuries to or death of Contractor’s employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the contractor or subcontractor for any payments under any worker’s compensation law or any expenses of or any payments made by any worker’s compensation insurance carrier on behalf of said contractor or sub-contractor, and the contractor shall indemnify the City for any costs, expenses, judgments, and attorney’s fees with respect to any above referenced workers’ compensation claims incurred or paid by the City or paid on its behalf or on behalf of its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

**Article 17. Insurance**

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Contractor shall not allow any approved subcontractor to commence work on its subcontract until the subcontractor has obtained all insurance required under this Article.

During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the City’s Representative listing the City of Sheboygan as an additional insured:

- a. Workers’ Compensation Insurance – Contractor shall acquire and maintain, for the duration of the Agreement, Workers’ Compensation Insurance that meets all statutory requirements. In the event this Agreement authorizes any work to be sublet, Contractor shall require any subcontractor to similarly provide Workers’ Compensation Insurance in accordance with all statutory requirements.

- b. Commercial General Liability Insurance – Contractor shall acquire and maintain, for the duration of this Agreement, Commercial General Liability Insurance with a policy limit of at least \$2,000,000 per occurrence and \$2,000,000 in the aggregate.

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

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

The proof of insurance must contain an original signature.

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

**Article 18. Conflict of Interest**

Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

**Article 19. Waiver**

No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party’s right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

**Article 20. Severability**

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**Article 21. Assignment**

Neither the City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party.

**Article 22. Third Party Rights**

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

**Article 23. Governing Law and Venue**

This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

**Article 24. Non-Discrimination**

In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability (as defined in Wis. Stat. 51.01(5)), sexual orientation (as defined in Wis. Stat. 111.32(13m)), gender identity, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to take affirmative action to ensure equal employment opportunities.

**Article 25. Compliance with Laws**

In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations.

The City reserves the right to cancel this Agreement if Contractor fails to follow the requirements of Wis. Stat. 77.66 and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Agreement with any state or federally debarred contractor.

Contractor shall have any and all licenses and permits required to perform the work specified, and shall furnish proof of such licensing authorization and permits upon request.

**Article 26. Notices**

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

**City:**

**Contractor:**

City Clerk		
City of Sheboygan		
828 Center Ave.		
Sheboygan, Wisconsin 53083		

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Contractor.

**Article 27. Intent to be Bound**

The City and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

**Article 28. Force Majeure**

Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

**Article 29. Integration and Modification**

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

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

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

(collectively “the Contract”).

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

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

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<sup>2</sup> To be clear, any terms or conditions contained in Quote 19-00595 which was submitted by Haucke Plumbing and Heating, Inc. as part of its Bid Response are not applicable.

**Article 30. Non-Collusion**

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

1. The prices in its bid were arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any other matter relating to such prices with any other bidder, or with any other competitor.
2. The prices quoted in its bid were not knowingly disclosed—directly or indirectly—by the bidder prior to bid opening.
3. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a bid for the purpose of restricting competition.

**Article 31. Federal Provisions**

The City is funding this project with federal funds. As such, federal law requires the inclusion of certain provisions in this Agreement and in any agreement between the Contractor and an approved subcontractor. Contractor agrees that all of the provisions referenced in this Article 31 will be incorporated into any agreement between the Contractor and any approved subcontractor.

1. An Addendum of Federal Provisions was included in the Bid Documents. For the sake of clarity, that Addendum is attached to this Agreement as Exhibit 3. Each of those provisions applies to this Agreement.
2. The Nondiscrimination Clause in Article 24 will be incorporated into any agreement between the Contractor and any approved subcontractor.

Additionally, the following provisions also apply:

1. Prevailing Wage and Anti-Kickback
  - a. Contractor shall comply with the Davis-Bacon Act and the Copeland “Anti-Kickback” Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects.
  - b. Contractor will comply with the Davis-Bacon Act, 40 U.S.C. § 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.” In accordance with the statute, Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week.
  - c. The Contractor shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States.” The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

2. Safe Operation of Motor Vehicles
  - a. Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or the City.
  - b. Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Agreement.

### **Article 32. Other Provisions**

1. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
2. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City’s Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City’s Representative.
3. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.
4. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.
5. Definitions.
  - a. Final Acceptance: The event that occurs when Contractor issues to the City or the City issues to Contractor a written statement that Contractor has completed all Punch List items, has made all necessary submittals to the City, and has satisfied all of its obligations under the Agreement.

- b. Final Inspection: The inspection conducted by the City to determine what work must still be completed by Contractor in order for Completion of the Services to occur. After the Final Inspection, the City shall provide Contractor with a Punch List that Contractor must complete in order for Completion of the Services to occur.
- c. Final Payment: Payment by the City to Contractor after Completion of the Services the result of which is Contractor receiving all payments due under the terms of the Agreement for performing and completing the Services.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first written above.

**CITY OF SHEBOYGAN, WISCONSIN**

**CONTRACTOR**

**BY:** \_\_\_\_\_  
Michael J. Vandersteen, Mayor

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

**ATTEST:** \_\_\_\_\_  
Meredith DeBruin, City Clerk

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

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

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

EXHIBIT 1

CITY OF SHEBOYGAN  
SHORELINE METRO UNIT HEATER UPGRADES  
BID # 1976-20

To City of Sheboygan

We propose to furnish and install the following equipment in accordance with the specifications at the Shoreline Metro Facility located at 608 South Commerce Street, Sheboygan, WI 53081

(2) Two Ceiling Mounted Separated Combustion Chamber 250,000 Btu rated unit heater  
BRAND Sterling MODEL XF250A1NS1110

Total Installed Cost per each for the above two units: \$ 3,380.00

(4) Four Ceiling Mounted Separated Combustion Chamber 175,000 Btu unit heater  
BRAND Sterling MODEL XF1751NS1110

Total Installed cost for Each of the (4) units above: \$ 3,140.00

If awarded the bid we would expect to start the installation on or about

(date) June 15, 2020 and work continuously with an expected completion

date of June 30, 2020

Enclosed please find bid security in the amount of \$ 970.00 which represents 5% of the total bid amount

CONTRACTOR NAME Haucke Plumbing & Heating, Inc.

ADDRESS 227 Division St CITY Plymouth

PHONE (920) 892-6601

EMAIL mhaucke@hauckeplumbing.com

SIGNATURE Michael M. Haucke

TITLE Owner

DATE 5/21/2020



# Proposal

227 Division Street  
Plymouth, WI 53073  
Phone: (920) 892-6601  
MPN 230760

Quote # 19-00595  
Quote Date 5/21/2020

Proposal City of Sheboygan  
Submitted To: Bernard Rammer  
828 Center Ave.  
Sheboygan, WI 53081

Job Address: Shoreline Metro  
Phone: (920) 459-4000  
Cell:  
Email: benard.rammer@sheboyganwi.gov

### Replace of unit heaters proposal

- Removal and disposal of the existing unit heaters
- New heater will be located in the same location as the existing heaters
- We will connect to the existing gas line and install new gas regulators
- New thermostats
- Venting of the units through the roof
- Roof patching as needed
- Electrical work
- Lift rental
- Permit
- Tax is NOT included
- Asbestos removal or disposal is NOT included
- Installation during regular working hours
- Labor and materials

### Proposal is based on doing the 6 total units together

All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Notice of Lien Rights – As required by the Wisconsin Construction Lien Law, claimant hereby notifies owner that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned claimant, are those who contract directly with the owner or those who give the owner notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, owner probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Claimant agrees to cooperate with the owner and the owner's lender, if any to see that all potential lien claimants are duly paid.

Haucke Plumbing Authorized Signature:

NOTE: This proposal may be withdrawn if not accepted within 15 days.

### ACCEPTANCE OF PROPOSAL

The above prices, specification and conditions are satisfactory and are hereby accepted. We understand that a 1.5% per month service charge will be added to all past due accounts. You are authorized to do the work as specified. Payment will be made as outlined above.

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



## Lobbying Certification

### PROCUREMENT POLICY

#### APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.* .)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]**

The Contractor Haucke Plumbing & Heating, Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Michael M. Haucke Signature of Contractor's Authorized Official

Michael M. Haucke, Owner Name and Title of Contractor's Authorized Official

May 21, 2020 Date



Contractor Information  
PROCUREMENT POLICY

CONTRACTOR INFORMATION FOR PROJECTS FUNDED BY THE U. S. DEPARTMENT OF TRANSPORTATION

BID/RFQ/RFP # 1976-20

The completion of this form(s) is a requirement of this bid. A completed form is required for each contractor who submits a Bid/RFQ/RFP in response to this solicitation and for each of the bidders' subcontractors. Copy and attach additional sheets as necessary. Please provide the following information:

FIRM'S NAME: Haucke Plumbing & Heating, Inc.

PRIME CONTRACTOR  SUBCONTRACTOR

FIRM'S ADDRESS: 227 Division St  
Plymouth, WI 53073

AGE OF FIRM: 37 years

DISADVANTAGED BUSINESS ENTERPRISE?\*  Yes  No

If yes, Certified by the State of Connecticut Department of Transportation?  Yes  No

ANNUAL GROSS RECEIPTS:

Under \$500,000  \$500,000 - \$999,999  \$1,000,000 - \$1,999,999

\$2,000,000 - \$4,999,999  \$5,000,000 - \$9,999,999

\$10,000,000 - \$14,999,999  \$15,000,000 - \$24,999,999

\* Disadvantaged business enterprise or DBE means a for-profit small business concern—  
(1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and  
(2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

## **Federal Clauses for General Purchases under \$100,000**

### **No Government Obligation to Third Parties**

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### **Program Fraud and False or Fraudulent Statements or Related Acts**

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### **Access to Records and Reports**

Applicability – As shown below. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC

5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11). FTA does not require the inclusion of these requirements in subcontracts.

#### **Federal Changes**

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

#### **Civil Rights Requirements**

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Sec. 303 of the Age Discrimination Act (1975), as amended, 42 USC 6102, Sec. 202 of the Americans with Disabilities Act (1990), 42 USC 12132, and 49 USC 5332, contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. Contractor shall also comply with applicable Federal implementing regulations and other requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 USC 2000e, and 49 USC 5332, contractor shall comply with all applicable equal employment opportunity requirements of USDOL, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, USDOL," 41 CFR 60 et seq., (implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC 2000e), and any applicable Federal statutes, executive orders, regulations, and policies that may in the future affect construction activities undertaken in the course of the project. Contractor

shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, contractor shall comply with any implementing requirements FTA may issue.

(b) Age - In accordance with Sec. 4 of the Age Discrimination in Employment Act (1967), as amended, 29 USC 623 and 49 USC 5332, contractor shall refrain from discrimination against present and prospective employees for reason of age. Contractor shall also comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with Sec. 102 of the Americans with Disabilities Act (ADA), as amended, 42 USC 12112, contractor shall comply with the requirements of US Equal Employment Opportunity Commission (EEOC), Regulations to Implement Equal Employment Provisions of the Americans with Disabilities Act, 29 CFR 1630, pertaining to employment of persons with disabilities. Contractor shall also comply with any implementing requirements FTA may issue.

(3) Contractor shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only if necessary to identify the affected parties.

#### **Incorporation of Federal Transit Administration (FTA) Terms**

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

#### **Energy Conservation**

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

#### **Termination**

Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that contractor had

an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and

may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work. Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses. If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract closeout costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

### **Government Wide Debarment and Suspension (Non Procurement)**

Applicability – Contracts over \$25,000

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **Disadvantaged Business Enterprise**

Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
- b. The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
- d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 10 working days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 10 working days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 10 working days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.
- f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

**Recycled Products**

All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

*49 CFR Part 29, Executive Orders 12549, 12689, and 31 U.S.C. 6101 (Contracts over \$25,000)*

**Background and Applicability**

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327). The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels). Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

**Suspension and Debarment**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contractor Haucke Plumbing & Heating, Inc.

Signature of Authorized Official *Michael M. Haucke* Date 5/21/2020

Name and Title of Contractor's Authorized Official Michael M. Haucke, Owner

**PART 1 BASIC HVAC REQUIREMENTS****1. PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and General Provisions of the contract, including General and Supplementary Conditions and Division 1 specification sections apply to work of this Section.

**1.2 GENERAL**

- A. Hereinafter, the term "Mechanical Contractor" shall be intended and interpreted as defining the term "Heating, Ventilating and/or Air Conditioning Contractor".
- B. Hereinafter, the terms "Mechanical System" and "Mechanical Equipment" shall be intended and interpreted as defining the terms "Heating, Ventilating and/or Air Conditioning System or Equipment".
- C. If the bidding documents contain conflicting information or discrepancies, the bidder shall base his bid upon the conflict or discrepancy which will result in the highest first cost.
- D. The drawings, if supplied are schematic in nature. All required ductwork and piping offsets, transitions, fittings, and supports shall be included in the base bid to accommodate actual field conditions. Final locations of all work shall be coordinated in the field and installed where directed by the Owner's Representative.

**1.3 REFERENCE STANDARDS**

- A. Abbreviations of standards organizations referenced in other sections are as follows:
1. AABC - Associated Air Balance Council
  2. ABMA - American Boiler Manufacturers Assoc.
  3. ADC - Air Diffusion Council
  4. AGA - American Gas Assoc.
  5. AMCA - Air Movement & Control Assoc.
  6. ANSI - American National Standards Institute
  7. ARI - Air Conditioning & Refrigeration Institute
  8. ASHRAE - American Society of Heating, Refrigerating and Air Conditioning Engineers
  9. ASME - American Society of Mechanical Engineers
  10. ASTM - American Society of Testing and Materials
  11. AWWA - American Water Works Assoc.
  12. AWS - American Welding Society
  13. CGA - Compressed Gas Assoc.
  14. CTI - Cooling Tower Institute
  15. EPA - Environmental Protection Agency
  16. GAMA - Gas Appliance Manufacturers Assoc.
  17. IEEE - Institute of Electrical & Electronics Engineers
  18. ISA - Instrument Society of America
  19. MCA - Mechanical Contractors Assoc.
  20. MICA - Midwest Insulation Contractors Assoc.
  21. MSS - Manufacturer's Standardization Society of the Valve & Fitting Industry, Inc.
  22. NBS - National Bureau of Standards
  23. NEBB - National Environmental Balancing Bureau
  24. NEC - National Electric Code
  25. NEMA - National Electrical Manufacturers Assoc.
  26. NFPA - National Fire Protection Assoc.

- 27. SMACNA - Sheet Metal & Air Conditioning Contractors National Association, Inc.
- 28. UL - Underwriters Laboratories, Inc.

**1.4 QUALITY ASSURANCE**

- A. Substitution of Materials: Refer to Section GC - General Conditions of the Contract.
- B. Where equipment or accessories are used which differ in arrangement, configuration, dimensions, ratings, or engineering parameters from those indicated on the contract documents, the contractor is responsible for all costs involved in integrating the equipment or accessories into the system and for obtaining the performance from the system into which these items are placed. This may include changes found necessary during the testing, adjusting, and balancing phase of the project.

**1.5 CONTINUITY OF EXISTING SERVICES**

- A. Refer also to Section GR - General Requirements.
- B. Do not interrupt or change existing services without prior written approval from the Owner. When interruption is required, coordinate the down-time with the Owner to minimize disruption to his activities. Unless specifically stated, all work involved in interrupting or changing existing services is to be done during normal working hours.

**1.6 PROTECTION OF FINISHED SURFACES**

- A. Refer also to Section GR - General Requirements
- B. Furnish one can of touch-up paint for each different color factory finish which is to be the final finished surface of the products. Deliver touch-up paint with other "loose and detachable parts" as covered in the General Requirements.

**1.7 CODES, PERMITS, TAXES AND CERTIFICATES OF INSPECTION AND APPROVAL**

- A. This system shall be installed in accordance with all national, state and local codes and regulations.
- B. Mechanical equipment shall comply with the requirements of ASHRAE 90-1.
- C. The Mechanical Contractor shall secure and pay for all permits, licenses and certificates of inspection applicable to this work.
- D. The Mechanical Contractor shall pay for all taxes applicable to this work.
- E. Copies of the certificates shall be included in the Operating and Maintenance Instructions.
- F. **The City of Sheboygan does not "Waive" the cost of permits for other City owned Buildings or Departments**

**1.8 SHOP DRAWINGS-WHEN USED**

- A. The Mechanical Contractor will be held responsible for correction of work deemed necessary due to proceeding with the work without certified drawings or instructions that have the owners' final approval.
- B. Certified drawings shall include data on physical dimensions, gauges, materials of construction and capacities.

- C. Incomplete certified drawings will be disapproved.
- D. Manufacturers shall check the plans and verify that their equipment can be installed in the space allotted and still have adequate room for servicing.
- E. Approval of certified drawings describing equipment that cannot fit in the space allotted does not relieve the Mechanical Contractor from furnishing and installing equipment that will meet the space requirements.
- F. Approval of certified drawings (if used) not fully describing or specifically stating all components of a major item or system shall not be construed to indicate that these items may be omitted or are not required. All components necessary to comply with the requirements of the system or the intent of the plans and specifications and all governing codes and regulations must be furnished and installed.
- G. Approval of certified drawings (if used) covering equipment that does not meet the requirements of the plans and/or specifications does not relieve the Mechanical Contractor from furnishing and installing the equipment required.
- H. Submit to Owner for approval copies of manufacturer's certified drawings or cut sheet for all equipment except ductwork and piping. .

#### **1.9 OPERATING AND MAINTENANCE INSTRUCTIONS**

- A. Refer also to Section GR - General Requirements.
- B. Prepare and deliver to the Engineer three copies of operating manuals.
- C. Assemble material in three-ring or post binders, using an index at the front of each volume and tabs for each system or type of equipment. In addition to the data indicated in the General Requirements, include the following information:
  - 1. Copies of all approved shop drawings.
  - 2. Manufacturer's wiring diagrams for electrically powered equipment.
  - 3. Records of tests performed to certify compliance with system requirements.
  - 4. Certificates of inspection by regulatory agencies.
  - 5. Temperature control record drawings and control sequences.
  - 6. Parts list for manufactured equipment.
  - 7. Valve schedules.
  - 8. Lubrication instructions, including list/frequency of lubrication done during construction.
  - 9. Warranties.
  - 10. As-built drawings.

#### **1.10 VISITING OF JOB SITE**

- A. The Mechanical Contractor is required to visit the premises and take note of all existing conditions which may affect his work; and he shall be responsible for knowledge of same in the preparation of his bid.
- B. Lack of information on existing conditions shall not be allowed as a valid cause for additional compensation.

#### **1.11 ASBESTOS NOTIFICATION**

- A. Portions of the existing equipment and piping within the project scope *may* contain asbestos bearing materials. If, during the construction of this project, work involving friable asbestos is suspected or

encountered, the Owner or the Owner's representative shall be notified immediately and the Owner, with his own forces or by separate contract, shall be responsible for complete investigation, removal and disposition of the friable asbestos hazard in accordance with applicable laws and regulations.

#### 1.12 FINAL REQUIREMENTS

- A. Materials, fittings, apparatus, fixtures, etc., not particularly specified or shown on plans but necessary to provide a first class mechanical system for the building, must be furnished notwithstanding such omission.
- B. At the completion of the work, the entire plant must be delivered to the Owner in perfect working order with all joints tight, valves packed and adjusted.
- C. All tests and trials of the entire system requested or directed by the Engineer must be made by the Mechanical Contractor free of charge before acceptance of the work.
- D. Upon completion of the installation, but before final acceptance of the system, the Mechanical Contractor shall instruct the Owner on the care and operation of all parts of the system.

#### 1.13 GUARANTEE

- A. This Contractor guarantees all work, new material and apparatus to operate to the satisfaction of the Engineer for one year from the completion and acceptance of the system and must keep same in repair for said period, unless such defects are clearly the result of bad management after apparatus is out of his control.
- B. The guarantee period shall start when the system has been accepted by the Engineer or Owner as being in working order.

### PART 2 -- EXECUTION

#### 2.11 DEMOLITION

- A. Perform all demolition as to accomplish new work. Where Demolition work is to be performed adjacent to existing work that Remains in an occupied area, construct temporary dust partition to Minimize the amount of contamination of the occupied space. Where Pipe or duct is removed and not reconnected with new work, cap ends Of existing services as if they were new work. Coordinate work with the Owner to minimize disruption to the existing building occupants.
- B. All pipe, wiring and associated conduit, insulation, ductwork, and similar items demolished, abandoned, or deactivated are to be removed from the site by the Contractor. All piping and ductwork specialties are to be removed from the site by the Contractor unless they are dismantled and removed or stored by the Owner. All designated equipment is to be turned over to the Owner for his use at a place and time he so designates. Equipment not retained by the Owner shall be removed from the premises and **disposed of in a lawful fashion.**

## 2.12 EQUIPMENT SUPPORTS

### C. General:

1. Furnish and install all equipment supports as indicated or required for the installation of all mechanical equipment, including miscellaneous upper steel as required to frame into overhead construction for distribution of weight.
2. All equipment supports shall incorporate antivibration isolation, hanger assemblies, concrete inserts, etc., as required.
3. Concrete anchors shall be installed in predrilled holes. "Shot-in" anchors will not be acceptable.
4. All concrete anchor inserts shall be metallic. Non-metallic inserts will not be acceptable.
5. Mechanical equipment shall not support or be supported by any active piping or ductwork.

### D. Steel Supports:

1. Steel supports in the form of pipe stands, rails, suspension frames, brackets, braces, etc., shall be furnished and installed for mechanical equipment indicated and/or required to have steel supports.
2. Shall be constructed to properly support and distribute the load.
3. Shall incorporate antivibration devices, antisway bracing, saddles and anchoring plates as required.
4. May be constructed of steel pipe, I-beams, channels, angle iron, or threaded steel rods.
5. All permanent supports shall be welded.
6. Support members which must be moved may be bolted or threaded pipe.
7. All threaded rods and bolts shall have nuts welded to rods, threads peened, or double nuts.

### E. Roof Curb Mounted Equipment-:when applicable

1. Roof curbs shall be sized to accommodate the roof openings and curb flange of the equipment being mounted.
2. Roof curbs shall be constructed suitable to accommodate anchoring of the equipment being mounted with a minimum of 12" clearance from top of the roofing material to top of roof curb.
3. See architectural plans for roof deck, type, pitch and insulation thickness.
4. Flashing and roof sealing of curbs including sealing of flashing flanges, cant strips, pitch seals at anchor bolts, etc., shall be by the Mechanical Contractor.
5. Roof curbs shall be furnished and set in place by the Mechanical Contractor.

## 2.13 CUTTING AND PATCHING

- A. The Mechanical Contractor shall do all cutting and patching required to install all piping, ductwork, equipment, etc., for the

mechanical system.

- B. The Mechanical Contractor shall do all patching required as a result of demolition work associated with the installation of the mechanical systems unless indicated otherwise.
- C. All holes cut through reinforced concrete must be drilled carefully so as to avoid spalling and unnecessary damage or weakening of structural members. No chopping or breaking out permitted.
- D. Furnish and install 22 gauge galvanized pipe sleeves for all piping except piping passing through drilled holes. Sleeves to be 1/2" larger in diameter than the insulation diameter, and of length to pass through the entire floor or wall construction.
- E. Furnish and install additional steel as required to frame all ductwork openings in floors and roofs. Provide watertight roof curbs for all sheet metal work.
- F. Provide all cutting and patching required to move new mechanical equipment into the building.
- G. All patching shall be done to restore the construction to its original conditions and acceptable in appearance to the Owner and Engineer.
- H. Provide a weathertight seal on all openings through exterior walls and roof.
- I. Provide a watertight seal on all openings through floors in and above finished areas.

#### 1.14 GENERAL

- A. Equipment Access:
  - 1. Install all piping, conduit, ductwork, and accessories to permit access to equipment for maintenance. Coordinate the exact location of wall and ceiling access panels and doors with other trades, making sure that access is available for all equipment and specialties.
- B. Coordination
  - 1. Verify that all devices are compatible for the surfaces on which they will be used. This includes, but is not limited to, diffusers, register, grilles, and recessed or semi-recessed heating and/or cooling terminal units installed in/on architectural surfaces.
  - 2. Coordinate all work with other contractors prior to installation. Any installed work that is not coordinated and that interferes with other contractor's work shall be removed or relocated at the installing contractor's expense.
  - 3. The Mechanical Contractor shall confirm gas pressure with the utility responsible for gas service to the building.
- C. Lubrication
  - 1. Lubricate all bearings with lubricant as recommended by the manufacturer before the equipment is operated for any reason. Once the equipment has been run, maintain lubrication in accordance with the manufacturer's instructions until the work is accepted by the Owner. Maintain a log of all lubricants used and

frequency of lubrication; include this information in the Operating and Maintenance Manuals at the completion of the project.

2.

## **HANGERS, SUPPORTS AND ANCHORS**

### **1. PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and General Provisions of the contract, including General and Supplementary Conditions and Division 1 specification sections apply to work of this Section. if furnished

#### **1.2 RELATED WORK**

**NOT APPLICABLE**

#### **1.3 QUALITY ASSURANCE**

- A. Substitution of Materials: Refer to General Conditions of the Contract.

#### **1.4 SHOP DRAWINGS**

- A. Include dimensions, capacities, materials of construction, weights, wiring diagrams and appropriate identification for all equipment in this Section.

#### **1.5 DESIGN CRITERIA**

- A. Constructed in accordance with ASME.

### **2. PART 2 - PRODUCTS**

#### **2.1 GENERAL-AS REQUIRED**

- A. Mechanical Contractor shall furnish all concrete inserts, expansion shields, hanger rods, beam clamps, etc., as required for support of all piping installed by him.
- B. Beam clamps shall be forged steel concentric loaded type with tie rod to lock clamp in place for all piping 5" through 8". C type clamps may be used for piping smaller than 5".
- C. Pipe support brackets and trapeze type hangers for piping shall be fabricated by the Mechanical Contractor.
- D. All threaded support rod and bolts shall have either nuts welded to rods, threads peened or otherwise upset, or a double set of nuts to prevent unthreading of nuts.
- E. All hanging equipment shall be suitable for piping supported.

#### **2.2 PIPE HANGERS-AS APPLICABLE**

- A. Manufacturers: B-Line, Fee and Mason, Grinnell, Unistrut or approved equal. Grinnell figure numbers are listed below; equivalent material by other manufacturers is acceptable.
- B. Furnish Grinnell Fig. 260 clevis type pipe hangers for all piping unless otherwise indicated.
- C. Furnish Grinnell copper plated Fig CT-65 light duty adjustable wrought clevis copper tubing hangers for uninsulated copper tubing.
- D. Furnish Grinnell Fig. 261 riser clamps to support vertical piping where required.

- E. Furnish Grinnell pipe covering protection saddles at all hanger locations on insulated hot piping 1-1/2" and larger.
- F. Furnish Grinnell Fig. 167 protection shields at all hanger locations on insulated piping smaller than 1-1/2".
- G. Furnish Grinnell Fig. 167 protection shields at all hanger locations on piping insulated with vapor barrier pipe covering.
- H. For hot piping 1-1/2" diameter and larger and grouped on trapeze hangers or brackets, use Grinnell Fig. 274 adjustable pipe rolls. **Note:** Pipe rolls shall not be used closer than 20 ft. to a horizontal elbow.

3. **PART 3 - EXECUTION**

3.1 **INSTALLATION**

- A. Support all piping neatly and in an approved manner to allow for expansion, contraction and vibration. Piping shall be supported not more than 10 ft. between hangers and closer where necessary to prevent sagging.
- B. Piping shall be anchored where indicated or required. Submit anchor drawings to the Engineer for approval when directed.
- C. All NEW vent piping is to be furnished and installed.

**SEALED/SEPERATED COMBUSTION UNIT HEATERS**

1. **PART 1 – GENERAL**

1.1 **RELATED DOCUMENTS**

- A. Drawings and General Provisions of the contract including General and Supplementary Conditions and Division 1 specification sections apply to work of this Section.

2. **PART 2 – PRODUCTS**

2.1 **SEALED or SEPARATED COMBUSTION UNIT HEATERS**

- A. Manufacturers:  
Lennox TUA Series/ Modine PTS Series or Approved Equal  
**Two Units** shall be 250,000 Btu and mounted at overhead doors  
**Four Units** shall be rated at 175,000 Btu at remaining locations  
**Note\* The City reserves the right to adjust the final quantities to comply with budget dollars available at the time of order.**
- B. Furnish for each heater all necessary piping, hangers, new venting and new controls.
- C. **New VENT** piping to be installed regardless of the condition of the existing piping including re-sealing of roof surface.
- D. The manufacturer shall, in addition to initial start-up, provide parts, service and adjustment of the heaters for a period of one year after final acceptance of equipment. A qualified representative of the manufacturer shall perform all service work. Copies of a certified service agreement shall be provided the owner.
- E. In addition to the above warranty the burner will be covered by a 5-year replacement warranty. This burner warranty will cover all freight, service

and equipment costs should a burner fail within 5-years from date of initial shipment.

**3. PART 3 – EXECUTION**

**3.1 INSTALLATION**

- A. Heaters shall be installed where current units to be replaced are located, and in accordance with manufacturers recommendations. heaters shall be set to allow adequate service area around each unit.
- B. Heater intake air piping (new) and vent piping (new) shall be installed in accordance with manufacturers' directions. The stack manufacturer shall check the plans and verify that adequate clearance to combustible surfaces is allowed, that the stack is sized adequately, and that the installation is installed in accordance with written factory recommendations.
- C. All gas vent outlets shall be piped to atmosphere.
- D. Manufacturer shall check the plans and verify that his unit is piped and controlled in accordance with factory recommendations. Modifications recommended by the manufacturer shall be provided to the Mechanical Contractor

**PART 5: BONDING**

**Bid Bond**

A bid bond or certified check in an amount of not less than 5% of the total Base Bid Price shall accompany all bids as surety that if awarded the work the Bidder will proceed to the Contracting Phase.

**Performance and Payment Bond**

Not Required

**PART 6: PREVAILING WAGE RATES**

Not Required



## Federal Clauses for General Purchases under \$100,000

### No Government Obligation to Third Parties

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### Program Fraud and False or Fraudulent Statements or Related Acts

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### Access to Records and Reports

Applicability – As shown below. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC

5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11). FTA does not require the inclusion of these requirements in subcontracts.

### **Federal Changes**

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

### **Civil Rights Requirements**

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Sec. 303 of the Age Discrimination Act (1975), as amended, 42 USC 6102, Sec. 202 of the Americans with Disabilities Act (1990), 42 USC 12132, and 49 USC 5332, contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. Contractor shall also comply with applicable Federal implementing regulations and other requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 USC 2000e, and 49 USC 5332, contractor shall comply with all applicable equal employment opportunity requirements of USDOL, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, USDOL," 41 CFR 60 et seq., (implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC 2000e), and any applicable Federal statutes, executive orders, regulations, and policies that may in the future affect construction activities undertaken in the course of the project. Contractor

shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, contractor shall comply with any implementing requirements FTA may issue.

(b) Age - In accordance with Sec. 4 of the Age Discrimination in Employment Act (1967), as amended, 29 USC 623 and 49 USC 5332, contractor shall refrain from discrimination against present and prospective employees for reason of age. Contractor shall also comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with Sec. 102 of the Americans with Disabilities Act (ADA), as amended, 42 USC 12112, contractor shall comply with the requirements of US Equal Employment Opportunity Commission (EEOC), Regulations to Implement Equal Employment Provisions of the Americans with Disabilities Act, 29 CFR 1630, pertaining to employment of persons with disabilities. Contractor shall also comply with any implementing requirements FTA may issue.

(3) Contractor shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only if necessary to identify the affected parties.

#### **Incorporation of Federal Transit Administration (FTA) Terms**

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

#### **Energy Conservation**

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

#### **Termination**

Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that contractor had

an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and

may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work. Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses. If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract closeout costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

### **Government Wide Debarment and Suspension (Non Procurement)**

Applicability – Contracts over \$25,000

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **Disadvantaged Business Enterprise**

Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
- b. The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
- d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 10 working days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 10 working days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 10 working days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.
- f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

**Recycled Products**

All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

*49 CFR Part 29, Executive Orders 12549, 12689, and 31 U.S.C. 6101 (Contracts over \$25,000)*

**Background and Applicability**

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327). The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

**Suspension and Debarment**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contractor \_\_\_\_\_

Signature of Authorized Official \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Name and Title of Contractor's Authorized Official \_\_\_\_\_

**AGREEMENT  
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND  
HAUCKE PLUMBING & HEATING, INC.**

**REGARDING HEATER REPLACEMENT AT SHORELINE METRO**

This Agreement ("Agreement") is made and entered into effective this 7<sup>th</sup> day of July, 2020 (the "Effective Date"), by and between the City of Sheboygan (the "City"), a municipal corporation, and Haucke Plumbing & Heating, Inc. ("Contractor").

**WITNESSETH:**

WHEREAS, the City is the owner of the Shoreline Metro Transportation Vehicle Garage at 608 South Commerce Street (the "Vehicle Garage"); and

WHEREAS, the City wishes to have six ceiling mounted gas fired unit heaters at the Vehicle Garage replaced; and

WHEREAS, the City issued Request for Bids # 1976-20 to obtain bids from qualified providers of the services needed to complete the desired heater replacement ("Services"); and

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

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

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

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**Article 1. Scope of Services**

Contractor shall complete the Services necessary to replace six ceiling mounted gas fired unit heaters in the Vehicle Garage. This includes the provision of all necessary labor, parts, equipment, licenses, permits<sup>1</sup>, and travel expenses.

Contractor shall install two 250,000 BTU Rated Sterling XF250A1NS1110 Heaters and four 175,000 BTU Rated Sterling XF1751NS1110 Heaters at the locations indicated by the City's Representative.

The Project Manual for the Services is attached to this Contract as Exhibit 2. Contractor shall comply with the Project Manual in completing the Services. The quantities shown in the Project Manual are based on estimated needs. The City reserves the right to increase or decrease quantities to meet actual needs.

**Article 2. Standard of Care**

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

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

**Article 3. City's Representative**

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

**Article 4. Compensation**

The City shall pay Contractor for the Services an amount not to exceed \$19,320.00.

Invoices shall be sent via first class mail postage prepaid. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the City on a monthly basis and shall be based on the percentage of the Services described in Article 1 complete. The invoice shall be sent to:

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

Bernie Rammer  
City of Sheboygan  
828 Center Ave.  
Sheboygan, Wisconsin 53081

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

The City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Defective work.
- Evidence indicating the probable filing of claims by other parties against Contractor which may adversely affect the City.
- Failure of Contractor to make payments due to subcontractors, material suppliers, or employees.
- Damage to the City or a third party.

The submission of any request for payment shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

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

**Article 5. Appropriation of Funds**

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty. The City agrees that it will make its best effort to obtain sufficient funds for the Agreement to meet its obligations hereunder in full.

**Article 6. Performance and Payment Bond**

Contractor shall, within fifteen (15) days of the approval of this Agreement by the Common Council of the City of Sheboygan, provide the City with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

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

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

**Article 7. Schedule**

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

Contractor shall complete the services by August 30, 2020, or within such extra time as may have been allowed by a mutually agreed extension (the "Deadline"). The City's Representative shall have the authority to consent to an extension of the Deadline on behalf of the City.

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

**Article 8. Liquidated Damages**

In the event that Contractor does not complete the Services by the Deadline, there shall be deducted from any monies due or that may become due to Contractor, for each and every calendar day that the work remains uncompleted, a sum of One Hundred and 00/100 Dollars (\$100.00) per calendar day.

This sum shall be considered and treated not as a penalty but as fixed, agreed, and liquidated damages due the City from Contractor by reason of inconvenience to the public, added cost of supervision, and other items which have caused an expenditure of public funds resulting from his failure to complete the work.

Permitting Contractor to continue and finish the work or any part of same after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way be construed as a waiver on the part of the City of any of its rights under this Agreement.

**Article 9. Workmanship and Quality of Materials**

Contractor's Warranty for the Services is set forth in the Project Manual.

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

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

**Article 10. Safety Requirements**

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

Contractor shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state, or local.

Contractor’s Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

**Article 11. Open Records**

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records related to the contract, and that the failure to do so shall constitute a material breach of the contract, and that Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of Final Payment under the Agreement.

**Article 12. Termination**

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

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, ten (10) days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative the City

may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Contractor) shall be less than the sum which would have been payable under the Agreement if it had been completed by Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Contractor will be liable and shall pay to the City the amount of said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its surety for failure to complete the work in the time specified.

### **Article 13. Default**

If Contractor breaches this Agreement or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment and materials to ensure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by City.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, Contractor breaches this Agreement or fails to carry on the work in an acceptable manner.

The City shall send Contractor a written notice of default. If Contractor, within a period of ten (10) days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of Contractor, as set forth in this Agreement.

### **Article 14. Identity of Contractor**

Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City. The City's Representative shall have the ability to provide this written permission. The City reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

### **Article 15. Independent Contractor Status**

During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any

other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.

**Article 16. Indemnification**

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

As such, Contractor shall indemnify and defend the City—including its Officials, Agents, and Employees—from all liability, including, but not limited to, losses, damages, costs, attorney’s fees, expenses, causes of action, claims, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

Contractor shall reimburse the City for any costs, expenses, judgments, and attorney’s fees paid or incurred, by or on behalf of the City, its Officials, Agents, or Employees, or paid for on behalf of the City, its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

For the avoidance of doubt, Contractor shall further hold the City, its Officials, Agents, and Employees harmless from liability or claims for any injuries to or death of Contractor’s employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the contractor or subcontractor for any payments under any worker’s compensation law or any expenses of or any payments made by any worker’s compensation insurance carrier on behalf of said contractor or sub-contractor, and the contractor shall indemnify the City for any costs, expenses, judgments, and attorney’s fees with respect to any above referenced workers’ compensation claims incurred or paid by the City or paid on its behalf or on behalf of its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

**Article 17. Insurance**

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Contractor shall not allow any approved subcontractor to commence work on its subcontract until the subcontractor has obtained all insurance required under this Article.

During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the City’s Representative listing the City of Sheboygan as an additional insured:

- a. Workers’ Compensation Insurance – Contractor shall acquire and maintain, for the duration of the Agreement, Workers’ Compensation Insurance that meets all statutory requirements. In the event this Agreement authorizes any work to be sublet, Contractor shall require any subcontractor to similarly provide Workers’ Compensation Insurance in accordance with all statutory requirements.

- b. Commercial General Liability Insurance – Contractor shall acquire and maintain, for the duration of this Agreement, Commercial General Liability Insurance with a policy limit of at least \$2,000,000 per occurrence and \$2,000,000 in the aggregate.

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

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

The proof of insurance must contain an original signature.

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

**Article 18. Conflict of Interest**

Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

**Article 19. Waiver**

No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

**Article 20. Severability**

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**Article 21. Assignment**

Neither the City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party.

**Article 22. Third Party Rights**

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

**Article 23. Governing Law and Venue**

This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

**Article 24. Non-Discrimination**

In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability (as defined in Wis. Stat. 51.01(5)), sexual orientation (as defined in Wis. Stat. 111.32(13m)), gender identity, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to take affirmative action to ensure equal employment opportunities.

**Article 25. Compliance with Laws**

In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations.

The City reserves the right to cancel this Agreement if Contractor fails to follow the requirements of Wis. Stat. 77.66 and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Agreement with any state or federally debarred contractor.

Contractor shall have any and all licenses and permits required to perform the work specified, and shall furnish proof of such licensing authorization and permits upon request.

**Article 26. Notices**

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

**City:**

**Contractor:**

City Clerk	Haucke Plumbing & Heating
City of Sheboygan	227 Division Street
828 Center Ave.	Plymouth, WI 53073
Sheboygan, Wisconsin 53083	

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Contractor.

**Article 27. Intent to be Bound**

The City and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

**Article 28. Force Majeure**

Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

**Article 29. Integration and Modification**

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

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

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

(collectively “the Contract”).

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

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

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<sup>2</sup> To be clear, any terms or conditions contained in Quote 19-00595 which was submitted by Haucke Plumbing and Heating, Inc. as part of its Bid Response are not applicable.

**Article 30. Non-Collusion**

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

1. The prices in its bid were arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any other matter relating to such prices with any other bidder, or with any other competitor.
2. The prices quoted in its bid were not knowingly disclosed—directly or indirectly—by the bidder prior to bid opening.
3. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a bid for the purpose of restricting competition.

**Article 31. Federal Provisions**

The City is funding this project with federal funds. As such, federal law requires the inclusion of certain provisions in this Agreement and in any agreement between the Contractor and an approved subcontractor. Contractor agrees that all of the provisions referenced in this Article 31 will be incorporated into any agreement between the Contractor and any approved subcontractor.

1. An Addendum of Federal Provisions was included in the Bid Documents. For the sake of clarity, that Addendum is attached to this Agreement as Exhibit 3. Each of those provisions applies to this Agreement.
2. The Nondiscrimination Clause in Article 24 will be incorporated into any agreement between the Contractor and any approved subcontractor.

Additionally, the following provisions also apply:

1. Prevailing Wage and Anti-Kickback
  - a. Contractor shall comply with the Davis-Bacon Act and the Copeland “Anti-Kickback” Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects.
  - b. Contractor will comply with the Davis-Bacon Act, 40 U.S.C. § 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.” In accordance with the statute, Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week.
  - c. The Contractor shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States.” The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

2. Safe Operation of Motor Vehicles
  - a. Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or the City.
  - b. Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Agreement.

**Article 32. Other Provisions**

1. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
2. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City’s Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City’s Representative.
3. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.
4. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.
5. Definitions.
  - a. Final Acceptance: The event that occurs when Contractor issues to the City or the City issues to Contractor a written statement that Contractor has completed all Punch List items, has made all necessary submittals to the City, and has satisfied all of its obligations under the Agreement.

- b. Final Inspection: The inspection conducted by the City to determine what work must still be completed by Contractor in order for Completion of the Services to occur. After the Final Inspection, the City shall provide Contractor with a Punch List that Contractor must complete in order for Completion of the Services to occur.
- c. Final Payment: Payment by the City to Contractor after Completion of the Services the result of which is Contractor receiving all payments due under the terms of the Agreement for performing and completing the Services.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first written above.

**CITY OF SHEBOYGAN, WISCONSIN**

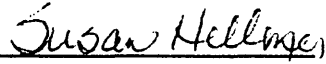
BY:   
Michael J. Vandersteen, Mayor

ATTEST:   
Meredith DeBruin, City Clerk

DATE: 7-10-2020

**CONTRACTOR**

BY:   
Michael M. Haucke, Owner  
Haucke Plumbing & Heating, Inc.

ATTEST: 

DATE: 7/7/2020

III

Res. No. \_\_\_\_\_ - 20 - 21. By Alderpersons Wolf and Sorenson. June 15, 2020.

A RESOLUTION authorizing the appropriate City officials to enter into an agreement with Kaschak Roofing, Inc. for the complete replacement of the roof at the Shoreline Metro Transportation facility.

WHEREAS, funding for the complete replacement of the roof at Shoreline Metro, which is beyond its expected useful life, was included in the 2020 budget; and

WHEREAS, City Staff, with the assistance of its roofing consultant (Tremco Inc.), has obtained and reviewed competitive bids for the roof replacement, and has determined that the low bid, from Kaschak Roofing, Inc. of Milwaukee, Wisconsin meets all of the requirements from the bid documents and is within the amount budgeted; and

WHEREAS, the Common Council of the City of Sheboygan believes that it is in the best interest of the City to award a contract to Kaschak Roofing, Inc. for the roof replacement.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to enter into a contract with Kaschak Roofing, Inc., a copy of which is attached hereto and incorporated herein, for the roof replacement at Shoreline Metro.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds amount of \$399,494.00 from Account # 47993020-621200 (Building Improvements (Grant Reimbursement)) and \$313,160.48 from Account # 40093020-621100 (Capital Improvements) for the roof replacement.

AD

\_\_\_\_\_  
\_\_\_\_\_

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

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

**AGREEMENT  
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND  
KASCHAK ROOFING, INC.**

**REGARDING ROOF REPLACEMENT AT SHORELINE METRO**

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

WITNESSETH:

WHEREAS, the City is the owner of the Shoreline Metro Administration and Maintenance Facility at 608 South Commerce Street (the “Administration and Maintenance Facility”); and

WHEREAS, the City wishes to have the roof replaced and other related work completed at the Administration and Maintenance Facility; and

WHEREAS, the City issued Request for Bids # 1985-20 to obtain bids from qualified providers of the services needed to complete the roof replacement and other related work (“Services”); and

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

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

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

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**Article 1. Scope of Services**

The Project Manual for the Roof Replacement Project is attached to this Contract as Exhibit 2. The quantities shown in the Project Manual are based on estimated needs. The City reserves the right to increase or decrease quantities to meet actual needs.

The Plan Set for the Roof Replacement Project is attached to this Contract as Exhibit 3.

Contractor shall complete the Services necessary to replace the roof at the Administration and Maintenance Facility pursuant to the Project Manual and the Plan Set. This includes the provision of all necessary labor, equipment, licenses, permits<sup>1</sup>, and travel expenses.

Contractor shall provide an itemized material list to the City's Representative. The City will purchase the materials necessary for the completion of the Services. The City will provide a tax exempt certificate to Contractor for any approved purchase made by Contractor from vendors related to the Services.

**Article 2. Standard of Care**

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

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

**Article 3. City's Representative**

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

For purposes of this Agreement, the Recipient's CEO is Derek Muench.

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

**Article 4. Compensation**

The City shall pay Contractor for the Services an amount not to exceed \$394,220.00. This does not include the cost of the Itemized List of Materials which, pursuant to Contractor's Bid, will not exceed \$318,434.48.

Invoices shall be sent via first class mail postage prepaid. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the City on a monthly basis and shall be based on the percentage of the Services described in Article 1 completed. The invoice shall be sent to:

Bernie Rammer  
City of Sheboygan  
828 Center Ave.  
Sheboygan, Wisconsin 53081

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its Representative prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses. In the event that additional labor is approved, each hour of additional labor will not exceed \$80.00. In the event that additional materials are approved and are purchased by Contractor, the markup on the materials shall not exceed 15%.

The City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Defective work.
- Evidence indicating the probable filing of claims by other parties against Contractor which may adversely affect the City.
- Failure of Contractor to make payments due to subcontractors, material suppliers, or employees.
- Damage to the City or a third party.

The submission of any request for payment shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

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

**Article 5. Appropriation of Funds**

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty. The City agrees that it will make its best effort to obtain sufficient funds for the Agreement to meet its obligations hereunder in full.

**Article 6. Performance and Payment Bond**

Contractor shall, within fifteen (15) days of the approval of this Agreement by the Common Council of the City of Sheboygan, provide the City with a Performance Bond and a Payment Bond in a format acceptable to the City's Representative, in the amount of one hundred percent (100%) of the contract amount.

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

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

**Article 7. Schedule**

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

Contractor shall complete the services by November 15, 2020, or within such extra time as may have been allowed by a mutually agreed extension (the "Deadline"). The City's Representative shall have the authority to consent to an extension of the Deadline on behalf of the City.

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

**Article 8. Liquidated Damages**

In the event that Contractor does not complete the Services by the Deadline, there shall be deducted from any monies due or that may become due to Contractor, for each and every calendar day that the work remains uncompleted, a sum of Four Hundred and 00/100 Dollars (\$400.00) per calendar day.

This sum shall be considered and treated not as a penalty but as fixed, agreed, and liquidated damages due the City from Contractor by reason of inconvenience to the public, added cost of supervision, and other items which have caused an expenditure of public funds resulting from his failure to complete the work.

Permitting Contractor to continue and finish the work or any part of same after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way be construed as a waiver on the part of the City of any of its rights under this Agreement.

**Article 9. Workmanship and Quality of Materials**

Contractor's Warranty for the Services is set forth in the Project Manual.

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

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

**Article 10. Safety Requirements**

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

Contractor shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state, or local.

Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

**Article 11. Access to Records and Construction Site**

Contractor will retain, and will require its approved subcontractors to retain, complete and readily accessible records related in whole or in part to this Agreement, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

Contractor will comply with the record retention requirements in 2 C.F.R. § 200.333. Contractor shall maintain all books, records, accounts, and reports required under this Agreement for a period of not less than seven (7) years after receipt of Final Payment under the Agreement, except in the

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

Contractor shall provide sufficient access to FTA, the U.S. Comptroller General, the City, and the contractors of those entities to inspect and audit records and information related to performance of this Agreement as reasonably may be required.

Contractor shall permit FTA, the U.S. Comptroller General, the City, and the contractors of those entities access to the sites of performance under this Agreement as reasonably may be required.

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records related to the contract, and that the failure to do so shall constitute a material breach of the contract, and that Contractor must defend and hold the City harmless from liability under that law.

**Article 12. Termination**

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

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, ten (10) days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative the City may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Contractor) shall be less than the sum which would have been payable under the Agreement if it had been completed by Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Contractor will be liable and shall pay to the City the amount of said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its surety for failure to complete the work in the time specified.

For the avoidance of doubt, the specific remedies identified in this Article 12 are not exclusive. In other words, the City may pursue any remedy in law or equity in the event that Contractor defaults under this Agreement.

### **Article 13. Default**

If Contractor breaches this Agreement or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment and materials to ensure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by City.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, Contractor breaches this Agreement or fails to carry on the work in an acceptable manner.

The City shall send Contractor a written notice of default. If Contractor, within a period of ten (10) days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of Contractor, as set forth in this Agreement.

### **Article 14. Identity of Contractor**

Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City. The City's Representative shall have the ability to provide this written permission. The City reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

### **Article 15. Independent Contractor Status**

During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.

### **Article 16. Indemnification**

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

As such, to the extent permitted by law, Contractor shall defend and hold the City—including its Officials, Agents, and Employees—harmless from all liability, including, but not limited to, losses, damages, costs, attorney's fees, expenses, causes of action, claims, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity

arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

Contractor shall reimburse the City for any costs, expenses, judgments, and attorney's fees paid or incurred, by or on behalf of the City, its Officials, Agents, or Employees, or paid for on behalf of the City, its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

For the avoidance of doubt, Contractor shall further hold the City, its Officials, Agents, and Employees harmless from liability or claims for any injuries to or death of Contractor's employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the contractor or subcontractor for any payments under any worker's compensation law or any expenses of or any payments made by any worker's compensation insurance carrier on behalf of said contractor or sub-contractor, and the contractor shall hold the City harmless from any costs, expenses, judgments, and attorney's fees with respect to any above referenced workers' compensation claims incurred or paid by the City or paid on its behalf or on behalf of its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

**Article 17. Insurance**

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Contractor shall not allow any approved subcontractor to commence work on its subcontract until the subcontractor has obtained all insurance required under this Article.

During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the City's Representative listing the City of Sheboygan as an additional insured:

- a. Workers' Compensation Insurance – Contractor shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements. In the event this Agreement authorizes any work to be subcontracted, Contractor shall require any subcontractor to similarly provide Workers' Compensation Insurance in accordance with all statutory requirements.
- b. Commercial General Liability Insurance – Contractor shall acquire and maintain, for the duration of this Agreement, Commercial General Liability Insurance with a policy limit of at least \$2,000,000 per occurrence and \$2,000,000 in the aggregate.

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

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

Sheboygan, Wisconsin 53081

The proof of insurance must contain an original signature.

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

**Article 18. Conflict of Interest**

Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

**Article 19. Waiver**

No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

**Article 20. Severability**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**Article 21. Assignment**

Neither the City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party.

**Article 22. Third Party Rights**

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

**Article 23. Governing Law and Venue**

This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

**Article 24. Non-Discrimination and Equal Opportunity**

In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, disability, developmental disability (as defined in Wis. Stat. 51.01(5)), sexual orientation (as defined in Wis. Stat. 111.32(13m)), gender identity, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor further agrees to take affirmative action to ensure equal employment opportunities, including complying with all applicable equal employment opportunity requirements of U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

**Article 25. Compliance with Laws**

In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations.

The City reserves the right to cancel this Agreement if Contractor fails to follow the requirements of Wis. Stat. 77.66 and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Agreement with any state or federally debarred contractor.

Contractor shall have any and all licenses and permits required to perform the work specified, and shall furnish proof of such licensing authorization and permits upon request.

**Article 26. Notices**

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

**City:**

**Contractor:**

City Clerk		
City of Sheboygan		
828 Center Ave.		
Sheboygan, Wisconsin 53083		

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Contractor.

**Article 27. Intent to be Bound**

The City and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

**Article 28. Force Majeure**

Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

**Article 29. Integration and Modification**

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

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

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

(collectively “the Contract”).

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

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

**Article 30. Non-Collusion**

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

1. The prices in its bid were arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any other matter relating to such prices with any other bidder, or with any other competitor.
2. The prices quoted in its bid were not knowingly disclosed—directly or indirectly—by the bidder prior to bid opening.
3. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a bid for the purpose of restricting competition.

**Article 31. Federal Provisions**

The City is funding this project with federal funds. As such, federal law requires the inclusion of certain provisions in this Agreement and in any agreement between the Contractor and an approved subcontractor. Contractor agrees that all of the provisions referenced in this Article 31 will be incorporated into any agreement between the Contractor and any approved subcontractor.

1. An Addendum of Federal Provisions was included in the Bid Documents. For the sake of clarity, that Addendum is attached to this Agreement as Exhibit 4. Each of those provisions applies to this Agreement.
2. The Access to Records and Construction Site Clause in Article 11 will be incorporated into any agreement between the Contractor and any approved subcontractor.
3. The Nondiscrimination Clause in Article 24 will be incorporated into any agreement between the Contractor and any approved subcontractor.

Additionally, the following provisions also apply:

1. Disadvantaged Business Enterprise
  - a. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. This requirement is in addition to all other equal opportunity employment requirements of this Agreement. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the City deems appropriate, which may include, but is not limited to:
    - i. Withholding monthly progress payments;
    - ii. Assessing sanctions;
    - iii. Liquidating damages; and/or
    - iv. Disqualifying the contractor from future bidding as non-responsible.
  - b. The Contractor shall pay approved subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the City makes to Contractor.

- c. Contractor shall provide the City access to necessary records to examine information as the City deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contracts between the Contractor and other DBE parties entered into during the life of the Agreement.
  - d. Contractor shall permit authorized representatives of the City, the U.S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all data and records of Contractor relating to its performance with respect to this provision.
  - e. All data and records pertaining to DBE shall be maintained in accordance with Article 11 of this Agreement.
2. Prevailing Wage and Anti-Kickback
- a. Contractor shall comply with the Davis-Bacon Act and the Copeland “Anti-Kickback” Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects.
  - b. Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144 and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.” In accordance with the statute, Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. The applicable Prevailing Wage Determination for this Agreement is WI20200016, a copy of which is attached to this Agreement as Exhibit 5. In addition, the Contractor agrees to pay wages not less than once a week.
  - c. The Contractor shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States.” The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
3. Contract Work Hours and Safety Standards
- a. Contractor shall comply with the Contract Work Hours and Safety Standards (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
  - b. In the event of a violation of this provision, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor

and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of overtime wages required by this clause.

- c. The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this provision.
  - d. The Contractor shall insert in any subcontracts the clauses set forth in this provision and also a clause requiring any approved subcontractor to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any approved subcontractor or lower tier subcontractor with the clauses set forth in this provision.
4. Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- a. Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180.
  - b. Contractor shall verify that its principals, affiliates, and approved subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:
    - i. Debarred from participation in any federally assisted Award;
    - ii. Suspended from participation in any federally assisted Award;
    - iii. Proposed for debarment from participation in any federally assisted Award;
    - iv. Declared ineligible to participate in any federally assisted Award;
    - v. Voluntarily excluded from participation in any federally assisted Award; or
    - vi. Disqualified from participation in any federally assisted Award.
  - c. Contractor certifies as follows:
    - i. The certification in this clause is a material representation of fact relied upon by the recipient.
    - ii. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - d. Contractor agrees to comply with the requirements of 49 C.F.R. 29, Subpart C throughout the period of this Agreement.

- e. Contractor agrees to include a provision requiring compliance in its lower tier covered transactions.
5. Safe Operation of Motor Vehicles
- a. Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or the City.
  - b. Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Agreement.
6. Clean Air Act and Federal Water Pollution Control Act
- a. Contractor will comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act or the Federal Water Pollution Control Act. Any violation will be reported to the FTA and the Regional Office of the U.S. EPA.
  - b. Specifically, Contractor agrees:
    - i. It will not use any violating facilities;
    - ii. It will report the use of facilities placed or likely to be placed on the U.S. EPA “List of Violating Facilities”;
    - iii. It will report violations of use of prohibited facilities to FTA; and
    - iv. It will comply with the inspection and other requirements of the Clean Air Act, as amended (42 U.S.C. §§ 7401 – 7671q), and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).

### **Article 32. Other Provisions**

1. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
2. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City’s Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City’s Representative.
3. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.

4. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.
  
5. Definitions.
  - a. Final Acceptance: The event that occurs when Contractor issues to the City or the City issues to Contractor a written statement that Contractor has completed all Punch List items, has made all necessary submittals to the City, and has satisfied all of its obligations under the Agreement.
  
  - b. Final Inspection: The inspection conducted by the City to determine what work must still be completed by Contractor in order for Completion of the Services to occur. After the Final Inspection, the City shall provide Contractor with a Punch List that Contractor must complete in order for Completion of the Services to occur.
  
  - c. Final Payment: Payment by the City to Contractor after Completion of the Services the result of which is Contractor receiving all payments due under the terms of the Agreement for performing and completing the Services.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first written above.

**CITY OF SHEBOYGAN, WISCONSIN**

**CONTRACTOR**

**BY:** \_\_\_\_\_  
 Michael J. Vandersteen, Mayor

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

**ATTEST:** \_\_\_\_\_  
 Meredith DeBruin, City Clerk

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

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

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

BID FORM

PROJECT 1985-20

SHORELINE METRO ADMINISTRATION AND MAINTENANCE FACILITY  
ROOF REPLACEMENT PROJECT

Bids Close: 1:00 PM – THURSDAY, MAY 28TH, 2020

To: MR. BERNARD RAMMER  
City of Sheboygan  
828 Center Avenue, Suite 205  
Sheboygan, Wisconsin 53081

We Kaschak Roofing Inc. (a company)  
(company name) (a partnership)  
(an individual)  
of 2301 W Purdue St Milwaukee WI 53209 414-916-4541 street)  
(city) (state) (zip) (telephone no.)

have examined the specifications entitled SHORELINE METRO ADMINISTRATION AND MAINTENANCE FACILITY ROOF REPLACEMENT PROJECT dated February 20<sup>th</sup>, 2020 as prepared by TREMCO Inc. of Sheboygan, Wisconsin, AND being familiar with the facility and proposed work, including availability of material, labor and equipment hereby agree to furnish all labor, equipment, tools and materials required to perform all work in the contract drawings and specifications, and dated February 20<sup>th</sup>, 2020 to complete the roof replacement project in Sheboygan County, Wisconsin, and to execute and furnish satisfactory bond in the amount specified.

The Bidder acknowledges receipt of the following Addenda:  #1  #2

I. SHORELINE METRO ADMINISTRATION AND MAINTENANCE FACILITY – ROOF REPLACEMENT PROJECT – BASE BID (SECTIONS #2, #3, #4 AND #5)

1A. Base Bid Amount: The amount to provide all related construction trade work and materials described herein, excluding Owner-purchase material (Item B) but including work to install same. The lump sum cost below includes any allowances and sales tax on items, materials and equipment provided by the bidder:

A. Base Bid \$ 368,220.<sup>00</sup>

1B. Owner Purchased: The total amount of the material to be purchased by the owner, tax exempt, in quantities bid (do not include in Item A):

B. Owner Purchase Material \$ 286,680.<sup>88</sup>

1C. Total Project Cost. The summation of Bid Item "A" plus "B":

C. Total Project (A+B) \$ 654,900.<sup>88</sup>

II. SHORELINE METRO ADMINISTRATION AND MAINTENANCE FACILITY – ROOF REPLACEMENT PROJECT – ALTERNATE BID (SECTIONS #1)

2A. Base Bid Amount: The amount to provide all related construction trade work and materials described herein, excluding Owner-purchase material (Item B) but including work to install same. The lump sum cost below includes any allowances and sales tax on items, materials and equipment provided by the bidder:

A. Base Bid \$ 26,000

2B. Owner Purchased: The total amount of the material to be purchased by the owner, tax exempt, in quantities bid (do not include in Item A):

B. Owner Purchase Material \$ 31,753.60

2C. Total Project Cost: The summation of Bid Item "A" plus "B":

C. Total Project (A+B) \$ 57,753.60

III. SHORELINE METRO ADMINISTRATION AND MAINTENANCE FACILITY – ROOF REPLACEMENT PROJECT – COMBINED BIDS OF THE BASE BID AND ALTERNATE BID UNDER ONE CONTRACT (SECTIONS #1, #2, #3, #4 AND #5).

3A. Base Bid Amount: The amount to provide all related construction trade work and materials described herein, excluding Owner-purchase material (Item B) but including work to install same. The lump sum cost below includes any allowances and sales tax on items, materials and equipment provided by the bidder:

A. Base Bid \$ 394,220

3B. Owner Purchased: The total amount of the material to be purchased by the owner, tax exempt, in quantities bid (do not include in Item A):

B. Owner Purchase Material \$ 318,434.48

3C. Total Project Cost: The summation of Bid Item "A" plus "B":

C. Total Project (A+B) \$ 712,654.48


4A. Labor & Equipment Rates

\$ 80.00 / hour – LABOR RATE

4B. Percentage Markup of Extra Materials Required

15 %

The undersigned agrees, if awarded the contract for any or all roofs bid, to commence the contract work upon written notice.

NAME: Nick Crego  
EMAIL ADDRESS: Nickcrego@ameritech.net  
SIGNATURE:   
TITLE: Project Manager  
COMPANY: Kaschak Roofing Inc.  
DATE: 5/27/2020

**CERTIFICATION AND RESTRICTIONS ON LOBBYING**

I, Nick Crego Project Manager, hereby certify  
(Name and title of official)

On behalf of Kaschak Roofing Inc that:  
(Name of Bidder/Company Name)

☑ No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

☑ If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

☑ The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

*This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.*

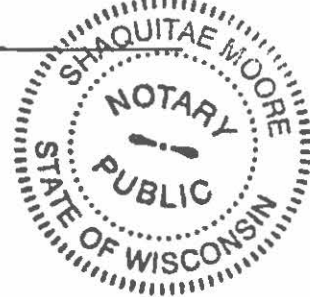
*The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.*

Name of Bidder/Company Name Kaschak Roofing Inc.

Type or print name Nick Crego

Signature of authorized representative [Signature] Date 5/22/2020

Signature of notary and SEAL [Signature]



**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

*49 CFR Part 29, Executive Orders 12549, 12689, and 31 U.S.C.6101 (Contracts over \$25,000)*

**Background and Applicability**

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327). The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

**Suspension and Debarment**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contractor Kaschak Roofing Inc.

Signature of Authorized Official Nich

Date 5/27/2020

Name and Title of Contractor's Authorized Official Nich Crego Project Manager

**BUY AMERICA CERTIFICATION**  
**(STEEL OR MANUFACTURED PRODUCTS)**  
[61 FR 6302, Feb. 16, 1996, as amended at 74 FR 30239, June 25, 2009]

General Requirement (as stated in 49 CFR 661.5)

(a) Except as provided in 49 CFR 661.7 and 49 CFR 661.11, no funds may be obligated by FTA for a grantee project unless all iron, steel, and manufactured products used in the project are produced in the United States.

(b) All steel and iron manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.

(c) The steel and iron requirements apply to all construction materials made primarily of steel or iron and used in infrastructure projects such as, transit or maintenance facilities, rail lines, and bridges. These items include, but are not limited to, structural steel or iron, steel or iron beams and columns, running rail and contact rail. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured products or rolling stock, or to bimetallic power rail incorporating steel or iron components.

(d) For a manufactured product to be considered produced in the United States:

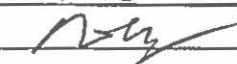
(1) All of the manufacturing processes for the product must take place in the United States; and

(2) All of the components of the product must be of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents.

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

**Certificate of Compliance with Buy America Requirements.**

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Company Kaschek Brothers Inc.  
Name Nick Crego Title Project Manager  
Signature  Date 5/27/2020

**Certificate of Non-Compliance with Buy America Steel or Manufactured Products Requirements** The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

Company \_\_\_\_\_  
Name \_\_\_\_\_ Title \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_



Lobbying Certification  
PROCUREMENT POLICY

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Kaschok Roofing, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

[Signature] Signature of Contractor's Authorized Official

Nick Crego Project Manager Name and Title of Contractor's Authorized Official

5/27/2020 Date



Contractor Information  
PROCUREMENT POLICY

CONTRACTOR INFORMATION FOR PROJECTS FUNDED BY THE U. S. DEPARTMENT OF TRANSPORTATION

BID/RFQ/RFP # 1985-20

The completion of this form(s) is a requirement of this bid. A completed form is required for each contractor who submits a Bid/RFP/RFQ in response to this solicitation and for each of the bidders' subcontractors. Copy and attach additional sheets as necessary. Please provide the following information:

FIRM'S NAME: Kaschak Roofing Inc

PRIME CONTRACTOR  SUBCONTRACTOR

FIRM'S ADDRESS: 2301 W Purdue st  
Milwaukee WI 53209

AGE OF FIRM: 8

DISADVANTAGED BUSINESS ENTERPRISE?\*  Yes  No

If yes, Certified by the State of Connecticut Department of Transportation?  Yes  No

ANNUAL GROSS RECEIPTS:

Under \$500,000  \$500,000 - \$999,999  \$1,000,000 - \$1,999,999

\$2,000,000 - \$4,999,999  \$5,000,000 - \$9,999,999

\$10,000,000 - \$14,999,999  \$15,000,000 - \$24,999,999

\* Disadvantaged business enterprise or DBE means a for-profit small business concern--  
(1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and  
(2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.



# AIA Document A310™ - 2010

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*

**KASCHAK ROOFING, INC.  
2301 W PURDUE STREET  
MILWAUKEE, WI 53209**

**SURETY:**

*(Name, legal status and principal place of business)*

**NORTH AMERICAN SPECIALTY  
INSURANCE COMPANY  
1200 MAIN STREET, SUITE 800  
KANSAS CITY, MO 64105**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**OWNER:**

*(Name, legal status and address)*

**CITY OF SHEBOYGAN  
828 CENTER AVENUE  
SHEBOYGAN, WI 53081**

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT: Ten Percent of the Amount of the Attached Bid---- (10%)**

**PROJECT:**

*(Name, location or address, and Project number, if any)*

**City of Sheboygan Shoreline Metro Roof Replacement Project #1985-20, Sheboygan, Wisconsin**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and scaled this 28th day of May, 2020

  
*(Witness)*

  
*(Witness)*

**KASCHAK ROOFING, INC.**

*(Principal)*

*(Title)*

**NORTH AMERICAN SPECIALTY INSURANCE COMPANY**

*(Surety)*

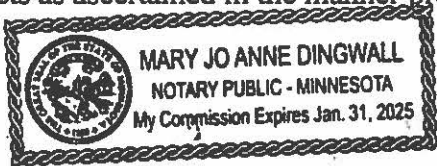
*(Title) Sean McBride, Attorney-in-Fact*

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

ACKNOWLEDGMENT OF SURETY

State of Minnesota)  
County of Carver)

On this 28th day of May, 2020, before me personally appeared Sean McBride to me known, who, being by me duly sworn, did depose and say: that s/he resides at Blaine, Minnesota, that s/he is the Attorney-in-Fact of NORTH AMERICAN SPECIALTY INSURANCE COMPANY, the corporation described in and which executed the annexed instrument; that s/he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that s/he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.



Mary Jo Anne Dingwall  
Notary Public

ACKNOWLEDGMENT OF CORPORATION

State of Wisconsin)  
County of )

On the 28th day of May, 2020, before me personally appeared Nickolas Negro, to me known, who being by me first duly sworn, did depose and say that s/he resides in Fond du Lac, WI, that s/he is the Project Manager of KASCHAK ROOFING, INC., the corporation described in and which executed the foregoing instrument; that s/he knows the corporate seal of said corporation, that the corporate seal affixed to said instrument is such corporate seal, that it was so affixed by order and authority of the Board of directors of said corporation, and that s/he signed his/her name thereto by like order and authority.

Shanique Moore  
Notary Public

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

CARL GODZIEK, MICHAEL J. JACOBS,

MARY JO DINGWALL, SEAN McBRIDE and YARALITZA RIVAS

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By [Signature] Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 3rd day of MARCH, 2020.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 3rd day of MARCH, 2020, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 28th day of May, 2020.

[Signature] Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company



EXHIBIT 2

**PROJECT #1985-20 - CITY OF SHEBOYGAN – SHORELINE METRO**

**SHORELINE METRO ADMINISTRATION AND MAINTENANCE FACILITY  
2020 ROOF REPLACEMENT PROJECT**

608 S Commerce Street, Sheboygan, WI 53081

FEBRUARY 20th, 2020

Owner's Representative:

Derek Muench  
Director of Transit and Parking  
608 Commerce Ave  
Sheboygan, WI 53081  
[dmuench@shorelinemetro.com](mailto:dmuench@shorelinemetro.com)

Office: (920) 459-3140

Bernard Rammer  
City Purchasing Agent  
828 Center Avenue, Suite 110  
Sheboygan, WI 53081  
[Bernard.rammer@sheboyganwi.gov](mailto:Bernard.rammer@sheboyganwi.gov)

Office: (920) 459-3469  
FAX: (920) 459-3967

Roofing Consultant

TREMCO Inc.  
Mr. Erik Krumholz  
PO Box 24  
Sheboygan, WI 53081  
Email: [ekrumholz@tremcoinc.com](mailto:ekrumholz@tremcoinc.com)

Office: (920) 450-5852  
FAX: (920) 458-0088

## TABLE OF CONTENTS

### **PROJECT MANUAL: 2020 ROOF REPLACEMENT PROJECT SHORELINE METRO ADMINISTRATION AND MAINTENANCE FACILITY PROJECT #1985-2020**

Section #1	Bidding Instructions, Bidders Proof of Responsibility and Bid Proposal Form (12 Pages)
Section #2	General Scopes of Work (3 Pages)  Project Timelines / Construction Schedule (1 Page)
Section #3	Section 011000 General Summary (4 Pages)
Section #4	Section 012100 Allowances (2 Pages)
Section #5	Technical Specifications: *Section 061050 Miscellaneous Wood Carpentry (2 Pages) *Section 070150 Re-Roofing Preparation (4 Pages) *Section 075113 Asphalt Built Up Roof System Specification (9 Pages) *Section 076200 Sheet Metal Flashing / Trims / Metal Roofing (7 Pages)
Section #6	Asbestos Testing Results
Section #7	Roof Plans / Roof Details

## INSTRUCTIONS TO BIDDERS

### Bid Package:

2020 City of Sheboygan / Shoreline Metro Administration and Maintenance Building

Roof Replacement Project

1. Gravel Surfaced Asphalt Built Up Roof System

### Description:

- ◆ The Shoreline Metro proposes to replace all areas of flat roofs (Base Bid and Alternate Bid) on the Administration and Maintenance Facility located at 608 S. Commerce Street in Sheboygan, WI. Roofs #1, #4 and #5 are existing gravel surfaced, built up roofs; Roofs #2 and #3 are existing Modified Bitumen systems. The project is to start in Summer / Fall of 2020 with completion by November 15<sup>th</sup>, 2020 OR later as agreed upon by the Owner.

### General:

Lump sum base bids from a prime contractor are required for each project per the Specifications listed as:

- CITY OF SHEBOYGAN / SHORELINE METRO ADMINISTRATION AND MAINTENANCE FACILITY 2020 ROOF REPLACEMENT PROJECT
- including drawings prepared by TREMCO Inc. and as follows:
- The City of Sheboygan will provide a TAX EXEMPT certificate for all material purchases from vendors at contractor's direction.
- Construction shall be to all applicable building, safety and zoning codes.
- The contractor to obtain all state & local permits and inspections required.
- Contractor must assume all liability for injuries / damages and shall have proof of adequate insurance on file with the City of Sheboygan prior to start of construction.
- Contractor will furnish Owner with necessary certificates and waivers of lien throughout construction.
- Owner requests firm lump sum bids on 3-page bid form typewritten or in ink pen.
- The City of Sheboygan reserves the right to reject all proposals not deemed in their best interests.
- A Bid Bond and Performance Bond shall be required for the project.

### ***BID BREAKDOWN***

---

#### Base Bid Submittal:

Part A: Labor, Disposal Costs, and Miscellaneous Materials to be provide by the Contractor:

Part B: Materials to be Direct Purchased by the Owner from the Manufacturer

Part C: Combined Total of A + B

Time and Material Bid Submittals outside the Base Bid:

- Part A: Labor Rates per hour for labor spent on activities outside the base bid quotation as agreed upon via change order.
- Part B: Markup % on materials for materials purchased for work done outside the base bid quotation as agreed upon via change order.

PRE-BID CONFERENCE

A pre-bid conference will be held at Thursday, May 14th, 2020, 1:00 PM at the:  
Shoreline Metro Administration and Maintenance Facility located at 608 S. Commerce Street, Sheboygan, WI.

**Failure to attend pre-bid meeting may be grounds for bid rejection.**

BID PROPOSALS

**SEALED bids identified as “2020 City of Sheboygan / Shoreline Metro Administration and Maintenance Facility Roof Replacement Project” are due by:**

**Thursday, May 28th, 2020 - 1:00 PM to Mr. Bernard Rammer, City Purchasing Agent  
City Hall, 828 Center Ave – Suite 110, Sheboygan, WI.**

QUESTIONS

- Bidders shall bring discrepancies, omissions, conflicts or doubt per specification section. Prompt clarification will be supplied to all bidders by addendum.
  - Failure to request clarification or interpretation will not relieve the contractor and/or vendor of their responsibilities.
  - The Owner will not be responsible for oral instructions. Only a written interpretation or correction by Addendum shall be binding. No bidder shall rely upon any interpretation or correction given by any other method.
  - Technical questions may be referred to Erik Krumholz of Tremco, Inc (920-450-5852, email: [ekrumholz@tremcoinc.com](mailto:ekrumholz@tremcoinc.com)).
-

**BID FORM**

**PROJECT 1985-20**

**SHORELINE METRO ADMINISTRATION AND MAINTENANCE FACILITY  
ROOF REPLACEMENT PROJECT**

Bids Close: 1:00 PM – THURSDAY, MAY 28TH, 2020

To: MR. BERNARD RAMMER  
City of Sheboygan  
828 Center Avenue, Suite 205  
Sheboygan, Wisconsin 53081

We \_\_\_\_\_ (a company)  
\_\_\_\_\_ (a partnership)  
\_\_\_\_\_ (company name) \_\_\_\_\_ (an individual)

of \_\_\_\_\_ street)  
\_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip) \_\_\_\_\_ (telephone no.)

have examined the specifications entitled SHORELINE METRO ADMINISTRATION AND MAINTENANCE FACILITY ROOF REPLACEMENT PROJECT dated February 20<sup>th</sup>, 2020 as prepared by TREMCO Inc. of Sheboygan, Wisconsin, AND being familiar with the facility and proposed work, including availability of material, labor and equipment hereby agree to furnish all labor, equipment, tools and materials required to perform all work in the contract drawings and specifications, and dated February 20<sup>th</sup>, 2020 to complete the roof replacement project in Sheboygan County, Wisconsin, and to execute and furnish satisfactory bond in the amount specified.

The Bidder acknowledges receipt of the following Addenda: \_\_\_\_\_ #1 \_\_\_\_\_ #2  
\_\_\_\_\_

I. SHORELINE METRO ADMINISTRATION AND MAINTENANCE FACILITY – ROOF REPLACEMENT PROJECT – BASE BID (SECTIONS #2, #3, #4 AND #5)

1A. Base Bid Amount: The amount to provide all related construction trade work and materials described herein, excluding Owner-purchase material (Item B) but including work to install same. The lump sum cost below includes all allowances and sales tax on items, materials and equipment provided by the bidder:

A. Base Bid \$ \_\_\_\_\_

1B. Owner Purchased: The total amount of the material to be purchased by the owner, tax exempt, in quantities bid (do not include in Item A):

B. Owner Purchase Material \$ \_\_\_\_\_

1C. Total Project Cost: The summation of Bid Item “A” plus “B”:

C. Total Project (A+B) \$ \_\_\_\_\_

II. SHORELINE METRO ADMINISTRATION AND MAINTENANCE FACILITY – ROOF REPLACEMENT PROJECT – ALTERNATE BID (SECTIONS #1)

2A. Base Bid Amount: The amount to provide all related construction trade work and materials described herein, excluding Owner-purchase material (Item B) but including work to install same. The lump sum cost below includes any allowances and sales tax on items, materials and equipment provided by the bidder:

A. Base Bid \$ \_\_\_\_\_

2B. Owner Purchased: The total amount of the material to be purchased by the owner, tax exempt, in quantities bid (do not include in Item A):

B. Owner Purchase Material \$ \_\_\_\_\_

2C. Total Project Cost: The summation of Bid Item “A” plus “B”:

C. Total Project (A+B) \$ \_\_\_\_\_

III. SHORELINE METRO ADMINISTRATION AND MAINTENANCE FACILITY – ROOF REPLACEMENT PROJECT – COMBINED BIDS OF THE BASE BID AND ALTERNATE BID UNDER ONE CONTRACT (SECTIONS #1, #2, #3, #4 AND #5).

3A. Base Bid Amount: The amount to provide all related construction trade work and materials described herein, excluding Owner-purchase material (Item B) but including work to install same. The lump sum cost below includes any allowances and sales tax on items, materials and equipment provided by the bidder:

A. Base Bid \$ \_\_\_\_\_

3B. Owner Purchased: The total amount of the material to be purchased by the owner, tax exempt, in quantities bid (do not include in Item A):

B. Owner Purchase Material \$ \_\_\_\_\_

3C. Total Project Cost: The summation of Bid Item “A” plus “B”:

C. Total Project (A+B) \$ \_\_\_\_\_

4A. Labor & Equipment Rates

\$ \_\_\_\_\_ / \_\_\_\_\_ hour – LABOR RATE

4B. Percentage Markup of Extra Materials Required

\_\_\_\_\_ %

The undersigned agrees, if awarded the contract for any or all roofs bid, to commence the contract work upon written notice.

NAME: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

DATE: \_\_\_\_\_

## **SPECIAL INSTRUCTIONS TO BIDDERS:**

1. **REJECTION OF BIDS:** The City of Sheboygan / Shoreline Metro Transit reserve the right to reject any and all bids and to waive any informality in the bidding process. The Owner is under no obligation to accept the lowest or any other bid.
2. **COMPLIANCE:** Non-Compliance with the terms of this specification and ensuing contract can result in either cancellation of the contract or incomplete reworking or replacement of defective areas at the contractor's expense. In the event of cancellation, the Owner shall not be obligated to compensate contractor for any work, or any roof installed in a defective manner, or which fails to meet specification criteria.
3. **ACCURATE ESTIMATING:** Each bidding contractor is responsible for verifying core results and area dimensions for accurate bidding.
4. **TIMELY COMPLETION:** With reasonable weather for working, the expectation is that all major work is to be completed prior to NOVEMBER 15TH, 2020. If a substantial portion of the project is not completed to the City of Sheboygan / Shoreline Metro Transit's satisfaction, a penalty of \$400.00 per day will be subtracted from the labor contract for each day the project is not completed as agreed upon.
5. **PURCHASE OF MATERIALS:** The contractor selected for the project will be required to submit an itemized material list to the Owner. The organization will purchase materials directly from the manufacturer or group purchasing cooperative and is tax exempt.
6. **REPAIR OF DAMAGED GROUNDS:** The contractor(s) selected for the project are responsible for the acceptable repair of any lawn, trees, pavement, exterior walls or any other building components damaged during the project. The City of Sheboygan / Shoreline Metro Transit reserves the right to a retainage of funds until damaged grounds are repaired to the satisfaction of the Owner.
7. **REQUIRED PERMITS:** It is the responsibility of each contractor to purchase and complete the necessary requirements for local building permits for each project.
8. **PERFORMANCE BOND:** The Contractor selected for the project(s) is responsible to provide a performance bond to the Owner for 100% of the bid at the time of Contract Award. The cost for the performance bond is to be included with bid proposal costs.
9. **BID BOND:** Each bidding Contractor is to include a Bid Bond for 10% of the bid amount at the time of bid submittal.
10. **PRE-BID CONFERENCE:** A mandatory pre-bid conference will be held on Thursday, May 14th, 2020 at 1:00 PM at the Shoreline Metro Transit Administration and Maintenance Facility located at 608 Commerce Street, Sheboygan, WI.
11. **QUESTIONS:** Bidders shall bring discrepancies, omissions, conflicts or doubt per specification section. Prompt clarification will be supplied to all bidders by addendum. Failure to request clarification or interpretation will not relieve the contractor and/or vendor of their responsibilities. The Owner will not be responsible for oral instructions. Only a written interpretation or correction by Addendum shall be binding. No bidder shall rely upon any interpretation or correction given by any other method.

**Furthermore, DAMAGES CAUSED BY WATER INFILTRATION RESULTING FROM THE FAILURE OF THE CONTRACTOR TO SECURE EACH DAY'S WORK IN A WATERTIGHT MANNER WILL BE CORRECTED AT THE CONTRACTOR'S EXPENSE. INCLUDED AS DAMAGES WILL BE ALL LABOR, COSTS INCURRED BY THE OWNER AS A RESULT OF SUCH WATER INFILTRATION**

## **BIDDER'S PROOF OF RESPONSIBILITY**

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This proof of Responsibility is required pursuant to Section 66.0901 of the Wisconsin Statutes.

---

**(Must be filed with the Engineering Division not less than five (5) days prior to the time set for opening of bids.)**

This form should be submitted to:

City of Sheboygan  
Engineering Department  
Municipal Service Building  
2026 New Jersey Avenue  
Sheboygan WI 53081

NOTE: The contents of this questionnaire shall be confidential for the exclusive use of the contracting agency and shall not be made public except by written permission of the prospective bidder.

## BIDDER'S PROOF OF RESPONSIBILITY

The contents of this questionnaire will be considered confidential.

If the Engineering Division is not satisfied with the sufficiency of the answers to the questionnaire and financial statement, it may reject the bid or disregard the same or require additional information.

The City reserves the right to require separate Statements for bidding on each public contract. In no event shall this Statement of Bidder's Qualifications be used to qualify bidders for public contracts after one (1) year from this Statement's date.

### STATEMENT OF BIDDER'S QUALIFICATIONS

1. Name of Bidder \_\_\_\_\_  
       \_\_\_\_\_ Corporation      \_\_\_\_\_ Partnership      \_\_\_\_\_ Individual
  
2. Bidder's Address \_\_\_\_\_  
       City \_\_\_\_\_ State/Zip \_\_\_\_\_  
       Phone No. \_\_\_\_\_ FAX No. \_\_\_\_\_  
       E-Mail Address \_\_\_\_\_
  
3. When organized? \_\_\_\_\_ Where incorporated? \_\_\_\_\_
  
4. How many years have you been engaged in the contracting business under the present firm name? \_\_\_\_\_
  
5. Contracts on hand (Show present contracts, including a schedule as to estimated completion date and gross amount of each contract.

Date Awarded	Type of Work	Percent Completed	Anticipated Completion Date	Cost of Work

(If additional space is required, file separate sheet with details.)

6. General character of work performed by your firm.

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(If additional space is required, file separate sheet with details.)

7. Have you ever failed to complete any work awarded to you?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If so, attach a statement explaining where and why.

8. Have you ever defaulted on a contract? \_\_\_\_\_ Yes \_\_\_\_\_ No

If so, explain where and why.

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(If additional space is required, file separate sheet with details.)

9. List your major equipment.

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(If additional space is required, file separate sheet with details.)

10. List your experience in the construction of work similar in importance to this project.

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(If additional space is required, file separate sheet with details.)

11. Show background and experience of the principal members of your personnel including the officers.

Name	Position Held or Office Held	Years of Construction Experience	Magnitude and Type of Work	Capacity

(If additional space is required, file separate sheet with details.)

12. Credit available. Furnish written evidence, preferably from banks.

13. Financial Statement:

Condition at Close of Business on \_\_\_\_\_, \_\_\_\_\_.

*Assets:*

- a. Cash \_\_\_\_\_
- b. Accounts Receivable \_\_\_\_\_
- c. Real Estate Equity \_\_\_\_\_
- d. Materials in Stock \_\_\_\_\_
- e. Equipment, Book Value \_\_\_\_\_
- f. Furniture & Fixtures  
Book Value \_\_\_\_\_
- g. Other Assets \_\_\_\_\_
- TOTAL ASSETS \$ \_\_\_\_\_

*Liabilities:*

- h. Accounts, Notes &  
Interest Payable \_\_\_\_\_
- i. Other Liabilities \_\_\_\_\_
- TOTAL LIABILITIES \$ \_\_\_\_\_

**NET WORTH**

**\$** \_\_\_\_\_

14. Additional information may be submitted if desired.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

NAME OF ORGANIZATION

BY \_\_\_\_\_

TITLE \_\_\_\_\_

State of \_\_\_\_\_



County of \_\_\_\_\_

\_\_\_\_\_ being duly sworn says that he is

\_\_\_\_\_ of \_\_\_\_\_  
(Organization)

and that the answers of the foregoing questions and all statements contained are true and correct.

Signed \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_ Notary Public

My commission expires \_\_\_\_\_

## CHAPTER IX – PUBLIC WORKS AND PROJECTS

### Explanation

There are presented below those portions of Chapter 66, 03-04 Wisconsin Statutes, relating to the pre-qualification of bidders.

“66.0901 (2) *BIDDERS PROOF OF RESPONSIBILITY*. A municipality intending to enter into a public contract may, before delivering any form for bid proposals, plans, and specifications to any person, except materialmen, suppliers, and others not intending to submit a direct bid, require the person to submit a full and complete statement sworn to before an officer authorized by law to administer oaths. The statement shall consist of information relating to financial ability, equipment, experience in the work prescribed in the public contract, and other matters that the municipality requires for the protection and welfare of the public in the performance of a public contract. The statement shall be in writing on a standard form of a questionnaire that is adopted and furnished by the municipality. The statement shall be filed in the manner and place designated by the municipality. The statement shall not be received less than 5 days prior to the time set for the opening of bids. The contents of the statement shall be confidential and may not be disclosed except upon the written order of the person furnishing the statement, for necessary use by the public body in qualifying the person, or in cases of actions against, or by, the person or municipality. The governing body of the municipality or the committee, board, or employee charged with, or delegated by the governing body with, the duty of receiving bids and awarding contracts shall properly evaluate the statement and shall find the maker of the statement either qualified or unqualified. This subsection does not apply to a 1<sup>st</sup> class city.

(3) *PROOF OF RESPONSIBILITY, CONDITION PRECEDENT*. No bid shall be received from any person who has not submitted the sworn statement as provided in sub. (2), provided that any prospective bidder who has once qualified to the satisfaction of the municipality, committee, board or employee, and who wishes to become a bidder upon subsequent public contracts under the same jurisdiction, need not separately qualify on each public contract unless required to do so by the said municipality, committee, board or employee.”

Updated: October 30, 2007

## ATTACHMENT 2 Non-Collusion Certification

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in case of a joint bidder, each party certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and behalf:

- 1) The prices in this bid have been arrived at independently without collusion, consultation, Communication or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other bidder, or with any other competitor.
- 2) Unless otherwise required by law, the prices quoted in this bid have not been knowingly disclosed by the bidder, and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or competitor; and,
- 3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.

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

Company Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Crafts, Inc  
3403 Menasha Ave  
Manitowoc, WI 54221-0190  
[srw@craftsroofing.com](mailto:srw@craftsroofing.com)

Pioneer Roofing Inc.  
151 Maple Street, PO Box 27  
Johnson Creek, WI 53038  
[DaveL@pioneerroofing.net](mailto:DaveL@pioneerroofing.net)

FJA Christiansen Roofing  
2101 West Purdue Street  
Milwaukee, WI 53209  
[rleitel@tectaaamerica.com](mailto:rleitel@tectaaamerica.com)

Kaschak Roofing Inc.  
2301 West Purdue Street  
Milwaukee, WI 53209  
[nickcrego@ameritech.net](mailto:nickcrego@ameritech.net)

Walsdorf Roofing, Inc.  
W325 County HH  
Kiel, WI 53042  
[bryans@walsdorfroofing.com](mailto:bryans@walsdorfroofing.com)

Northern Metal & Roofing Inc.  
320 Packerland Drive  
Green Bay, WI 54303  
[rusty@nmrgb.com](mailto:rusty@nmrgb.com)

Kaltenbrun Brothers Roofing, Inc  
1908 North Avenue  
Sheboygan, WI 53081  
[joe@kaltenbrunroofing.com](mailto:joe@kaltenbrunroofing.com)

Precision Roofing  
3037 Weeden Creek Road  
Sheboygan, WI 53081  
[dave@precisionroofinginc.net](mailto:dave@precisionroofinginc.net)

Oshkosh Industrial Roofing and Sheet Metal  
4868 County Road A  
Oshkosh, WI 54901  
[paul@oshkoshindustrial.com](mailto:paul@oshkoshindustrial.com)

## General Scopes of Work:

### Roof Section #1: (Alternate Bid Proposal)

1. Remove the existing gravel surfaced, built up roof system, layers of insulation down to the existing metal deck.
2. Inspect the existing steel decking. Roof decking that has significant rust that has greatly compromised the steel substrate, shall have new decking replacing or retrofitting into the existing decking on a time and materials basis. Spot tack welding or use of stainless steel fasteners is required for re-anchoring. Areas of decking showing only surface rust shall be scraped and painted with epoxy rust prohibitive paint – also done on a time and materials basis.
3. Loose lay a 6 mil sheet of polyethylene sheeting over the metal deck surface. Laps shall be overlapped and taped.
4. Where existing curbs are to remain, raise the existing mechanical equipment curbs with additional wood blocking to achieve a 8" minimum flashing height where required. Roofing Contractor shall arrange for the disconnection and reconnection of the existing units that may need to be lifted.
5. Mechanically fasten a new tapered polyisocyanurate insulation system over the vapor retarder with plates and screws fastened at a rate of 4 fasteners per 4' x 4' sheet of insulation in the field with 50% more at the perimeter and 100% more in the corners (2 courses in). Tapered system shall have a minimum 1/8" slope and a minimum thickness of 2.0" at the drain location. Install tapered insulation crickets at the high side of mechanical unit curbs.
6. Adhere a overlayment board of 1/4" thick, pre-primed gypsum board set in Type III Asphalt.
7. Adhere an asphalt coated, polyester reinforced trilaminare base sheet set in Type III Asphalt at a rate of 25 lbs per 100 square feet minimum.
8. Adhere three plies of Type VI fiberglass felts set in SEBS modified asphalt adhesive at a rate of 25 lbs per 100 square feet.
9. Install perimeter flashings as follows:
  - a. Roof membrane is to extend to the top of the wood fiberboard or wood cants and sealed off with mastic at the vertical walls.
  - b. Adhere a backer ply of polyester woven felt set in SEBS modified asphalt adhesive.
  - c. Adhere a finish flashing of polyester reinforced, SBR / EPDM elastomeric sheet flashing set in SEBS modified asphalt adhesive.
  - d. Seal vertical flashing laps with rubberized mastic and 4" fiberglass woven mesh.
  - e. After mastics have set for one week, coat roof flashings with fiberated aluminum coating.
  - f. Install under-layment materials (EPDM or Vinyl) over the cants or parapet walls prior to application of sheet metal caps and components.
10. Flood coat roof system with Type III asphalt adhesive at a rate of 50 - 60 lbs per 100 square feet followed by new gravel broadcast into the hot asphalt at a rate of 500 lbs – 550 lbs per 100 square feet.
11. Install new 24 gauge prefinished galvanized steel trims and copings where indicated.
12. Install a new wall mounted ladder system with free standing railing systems with safety swing gate on either side of the ladder system on the roof surface.
13. Provide a 20 Year Roof System Warranty for all components.

### Roof Sections #2 and #3: (Base Bid Proposal)

1. Remove the existing Modified Bitumen roof system and layers of insulation down to the existing metal deck.
2. Inspect the existing steel decking. Roofing Contractor is to include 800 square feet of deck replacement or overlay decking with bid proposal. Additional decking that has significant rust that has greatly compromised the steel substrate, shall have new decking replacing or retrofitting into the existing decking. Spot tack welding or use of stainless steel fasteners is required for re-anchoring. Areas of decking showing only surface rust shall be scraped and painted with epoxy rust prohibitive paint.

3. Loose lay a 6 mil sheet of polyethylene sheeting over the metal deck surface. Laps shall be overlapped and taped.
4. Where existing curbs are to remain, raise the existing mechanical equipment curbs with additional wood blocking to achieve a 8" minimum flashing height where required.
5. Mechanically fasten two layers of 2.5" polyisocyanurate insulation system over the vapor retarder with plates and screws fastened at a rate of 4 fasteners per 4' x 4' sheet of insulation in the field with 50% more at the perimeter and 100% more in the corners (2 courses in). Install tapered drain sumps around roof drain areas (8' square) with tapered insulation saddles between drains.
6. Adhere an overlayment board of 1/4" thick, pre-primed gypsum board set in Type III Asphalt.
7. Adhere an asphalt coated, polyester reinforced trilaminate base sheet set in Type III Asphalt at a rate of 25 lbs per 100 square feet minimum.
8. Adhere three plies of Type VI fiberglass felts set in SEBS modified asphalt adhesive at a rate of 25 lbs per 100 square feet.
9. Install perimeter flashings as follows:
  - a. Roof membrane is to extend to the top of the wood fiberboard or wood cants and sealed off with mastic at the vertical walls.
  - b. Adhere a backer ply of polyester woven felt set in SEBS modified asphalt adhesive.
  - c. Adhere a finish flashing of polyester reinforced, SBR / EPDM elastomeric sheet flashing set in SEBS modified asphalt adhesive.
  - d. Seal vertical flashing laps with rubberized mastic and 4" fiberglass woven mesh.
  - e. After mastics have set for one week, coat roof flashings with fiberated aluminum coating.
  - f. Install under-layment materials (EPDM or Vinyl) over the cants or parapet walls prior to application of sheet metal caps and components.
10. Flood coat roof system with Type III asphalt adhesive at a rate of 50 - 60 lbs per 100 square feet followed by new gravel broadcast into the hot asphalt at a rate of 500 lbs – 550 lbs per 100 square feet.
11. Install new 24 gauge prefinished galvanized steel trims and copings where indicated.
12. Provide a 20 Year Roof System Warranty for all components.

Roof Section #4 and #5: (Base Bid Proposal)

1. Remove the existing gravel surfaced, built up roof system, layers of insulation down to the existing metal deck.
2. Inspect the existing steel decking. Decking that has significant rust that has greatly compromised the steel substrate, shall have new decking replacing or retrofitting into the existing decking. Spot tack welding or use of stainless steel fasteners is required for re-anchoring. Areas of decking showing only surface rust shall be scraped and painted with epoxy rust prohibitive paint.
3. Loose lay a 6 mil sheet of polyethylene sheeting over the metal deck surface. Laps shall be overlapped and taped.
4. Where existing curbs are to remain, raise the existing mechanical equipment curbs with additional wood blocking to achieve a 8" minimum flashing height where required. Roofing Contractor shall arrange for the disconnection and reconnection of the existing units that may need to be lifted.
5. Mechanically fasten a new tapered polyisocyanurate insulation system over the vapor retarder with plates and screws fastened at a rate of 4 fasteners per 4' x 4' sheet of insulation in the field with 50% more at the perimeter and 100% more in the corners (2 courses in). Tapered system shall have a minimum 1/8" slope and a minimum thickness of 2.0" at the drain location. Install tapered insulation crickets at the high side of mechanical unit curbs.
6. Adhere an overlayment board of 1/4" thick, pre-primed gypsum board set in Type III Asphalt.
7. Adhere an asphalt coated, polyester reinforced trilaminate base sheet set in Type III Asphalt at a rate of 25 lbs per 100 square feet minimum.
8. Adhere three plies of Type VI fiberglass felts set in SEBS modified asphalt adhesive at a rate of 25 lbs per 100 square feet.
9. Install perimeter flashings as follows:

- a. Roof membrane is to extend to the top of the wood fiberboard or wood cants and sealed off with mastic at the vertical walls.
  - b. Adhere a backer ply of polyester woven felt set in SEBS modified asphalt adhesive.
  - c. Adhere a finish flashing of polyester reinforced, SBR / EPDM elastomeric sheet flashing set in SEBS modified asphalt adhesive.
  - d. Seal vertical flashing laps with rubberized mastic and 4" fiberglass woven mesh.
  - e. After mastics have set for one week, coat roof flashings with fibered aluminum coating.
  - f. Install under-layment materials (EPDM or Vinyl) over the cants or parapet walls prior to application of sheet metal caps and components.
10. Flood coat roof system with Type III asphalt adhesive at a rate of 50 - 60 lbs per 100 square feet followed by new gravel broadcast into the hot asphalt at a rate of 500 lbs – 550 lbs per 100 square feet.
  11. Install a new wall mounted ladder system with free standing railing systems with safety swing gate on either side of the ladder system on the roof surface.
  12. Install new 24 gauge prefinished galvanized steel trims and copings where indicated.
  13. Provide a 20 Year Roof System Warranty for all components.

PROJECT TIMELINES:

SHORELINE METRO ADMINISTRATION AND MAINTENANCE FACILITY  
ROOF REPLACEMENT PROJECT  
608 S COMMERCE STREET, SHEBOYGAN, WI

FALL, 2020

GENERAL TIMELINE:

MARCH, 2020:	BIDDING PROCESS
APRIL 1ST:	BID REVIEW
MAY 1ST:	AWARD OF CONTRACT
AUGUST 15TH:	PRECONSTRUCTION MEETINGS AND EXECUTION OF CONTRACTS
NOVEMBER 15TH:	PROJECT COMPLETION / PUNCHLIST ITEMS
DECEMBER 15TH:	FINAL INSPECTION / WARRANTY ISSUANCE FINAL PAYMENT

## SECTION 011000 - SUMMARY

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Work covered by the Contract Documents.
  - 2. Products ordered in advance.
  - 3. Owner-furnished products.
  - 4. Use of premises.
  - 5. Owner's occupancy requirements.
  - 6. Work restrictions.
  - 7. Specification formats and conventions.
- B. Related Sections include the following:
  - 1. Division 1 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

#### 1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification— 2020 City of Sheboygan / Shoreline Metro Administration and Maintenance Facility Roof Replacement Project
  - 1. Project Location: 608 Commerce Street, Sheboygan, WI 53081
- B. Owner: City of Sheboygan
  - 1. Owner's Representative: Mr. Derek Muench, Director of Transit and Parking, Sheboygan Metro
  - 2. Owner's Representative: Mr. Bernie Rammer, Purchasing Agent, City of Sheboygan
- C. Project Specifier: Tremco, Incorporated, Sheboygan, WI has been appointed by Owner to serve as Project Specifier / Coordinator.
- D. The Work consists of the following:
  - 1. Work includes roof system membrane removal and replacement at the above listed facility.
    - a. Removal of the existing asphalt Built Up Roof and Modified Bitumen membrane, existing insulation, damaged steel decking (800 sq ft), perimeter sheet metal trims to expose the existing concrete deck
    - b. Installation of areas of new vapor retarder, new thermal insulation, new gypsum coverboard, hot applied asphalt built up roof membrane, perimeter flashings, sheet metal details and related components.

- c. Provide the Owner a 20-year roof system warranty package as specified for roof replacement projects.
- d. Provide and install new exterior mounted ladder and safety railings.

#### 1.4 TYPE OF CONTRACT

1. Project will be constructed under a single prime contract for all work.

#### 1.5 USE OF PREMISES

- A. General: Contractor shall have limited use of premises for construction operations, including use of Project site, during construction period. Contractor's use of premises is limited to specific staging and storage areas and by Owner's right to perform work or to retain other contractors on portions of Project.
  1. Driveways and Entrances: Keep driveways parking garage, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
    - a. Schedule deliveries to minimize use of driveways and entrances.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- B. Use of Existing Buildings: Maintain existing building in a weather-tight condition throughout construction period. Repair damage caused by construction operations. Protect building and its occupants during construction period.
- C. Portable Toilet Facility: Contractor is to provide secured, portable toilet facility for contractor use only. Portable facility to be located at set up / staging location or roof-top.

#### 1.6 OWNER'S OCCUPANCY REQUIREMENTS

- A. Full Owner Occupancy: Owner will occupy site and existing building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits, unless otherwise indicated.
  1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
  2. Provide not less than 48 hours' notice to Owner of activities that will affect Owner's operations.

#### 1.7 WORK RESTRICTIONS

- A. On-Site Work Hours: Work shall be generally performed inside the existing building during normal business working hours of 7 a.m. to 5 p.m., Monday through Friday, except otherwise indicated.
  1. Weekend Hours: Saturdays upon 24 hours advance notice.

- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
  - 1. Notify Owner not less than two days in advance of proposed utility interruptions.
  - 2. Do not proceed with utility interruptions without Owner's permission.

## 1.8 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 16-division format and CSI/CSC's "MasterFormat" numbering system.
  - 1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
  - 2. Division 1: Sections in Division 1 govern the execution of the Work of all Sections in the Specifications.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
  - 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
    - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

END OF SECTION 011000

## SECTION 012100 - ALLOWANCES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing allowances.
  - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
  - 1. Cost allowances.
- C. Related Sections include the following:
  - 1. Division 1 Section "Unit Prices" for procedures for using unit prices.
  - 2. Divisions 2 through 16 Sections for items of Work covered by allowances.

#### 1.3 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
- B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.
- D. Submit itemization of dates of hours worked for additional labor required and location of areas where work was provided for deck removal / replacement. Photographic documentation is required.

#### 1.4 COST ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner under allowance and shall include taxes, freight, and delivery to Project site.
- B. Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner under allowance shall be included as part of the Contract Sum and not part of the allowance.

- C. Itemization and copies of subcontractor costs or materials receipts shall be provided to the Owner upon request of payment for work completed.
- D. All allowance amounts listed shall be included in the contractors' base bid amounts on the "Bidding Instructions" proposal.

## PART 2 - EXECUTION

### 2.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

### 2.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

### 2.3 SCHEDULE OF ALLOWANCES TO BE INCLUDED WITH BIDS

- A. Project Allowance:
  - 1. Repair of damaged wood blocking, steel decking or other components: \$10,000.00
  - 2. HVAC Disconnection / Reconnection: \$2,000.00

END OF SECTION 012100

## SECTION 061050 - MISCELLANEOUS CARPENTRY

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following:
  1. Rooftop equipment bases and support curbs.
  2. Wood blocking and nailers.

#### 1.3 DEFINITIONS

- A. Lumber grading agencies, and the abbreviations used to reference them, include the following:
  1. NELMA - Northeastern Lumber Manufacturers Association.
  2. NLGA - National Lumber Grades Authority.
  3. SPIB - Southern Pine Inspection Bureau.
  4. WCLIB - West Coast Lumber Inspection Bureau.
  5. WWPA - Western Wood Products Association.

#### 1.4 QUALITY ASSURANCE

- A. Forest Certification: For the following wood products, provide materials produced from wood obtained from forests certified by an FSC-accredited certification body to comply with FSC 1.2, "Principles and Criteria":
  1. Miscellaneous lumber.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Stack lumber, plywood, and other panels; place spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.

### PART 2 - PRODUCTS

#### 2.1 MISCELLANEOUS LUMBER

- A. General: Provide lumber for support or attachment of other construction, including the following:
  1. Rooftop equipment bases and support curbs.

2. Blocking.
3. Nailers.

B. For items of dimension lumber size, provide Standard, Stud, or No. 3 grade lumber with 15 percent maximum moisture content and any of the following species:

1. Mixed southern pine; SPIB.
2. Hem-fir or Hem-fir (north); NLGA, WCLIB, or WWPA.
3. Spruce-pine-fir (south) or Spruce-pine-fir; NELMA, NLGA, WCLIB, or WWPA.
4. Eastern softwoods; NELMA.
5. Northern species; NLGA.
6. Western woods; WCLIB or WWPA.

## 2.2 FASTENERS

A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.

1. Where carpentry is exposed to weather, in ground contact, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.

B. Nails, Wire, Brads, and Staples:

1. FS FF-N-105.
2. #16 Penny Nails (wood to wood)

C. Power-Driven Fasteners: CABO NER-272.

D. Wood Screws: ASME B18.6.1.

E. Screws for Fastening to Cold-Formed Metal Framing: ASTM C 954, except with wafer heads and reamer wings, length as recommended by screw manufacturer for material being fastened.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

A. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry to other construction; scribe and cope as needed for accurate fit. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.

B. Apply field treatment complying with AWPA M4 to cut surfaces of preservative-treated lumber and plywood.

C. Securely attach carpentry work as indicated and according to applicable codes and recognized standards.

D. Use fasteners of appropriate type and length. Pre-drill members when necessary to avoid splitting wood.

### 3.2 WOOD BLOCKING, AND NAILER INSTALLATION

- A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces, unless otherwise indicated.

END OF SECTION 061050

## SECTION 070150 - MEMBRANE ROOF REMOVAL PREPARATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Roof tear-off.
  - 2. Roof replacement preparation.
  - 3. Removal of base flashings.
- B. Related Sections include the following:
  - 1. Division 1 Section "Summary" for use of the premises and phasing requirements.
  - 2. Division 6 Section "Miscellaneous Carpentry" for wood nailers, cants, curbs, and blocking.
  - 3. Division 7 Section "Built Up Roofing" for roofing membrane, base flashings; and roofing accessories.
  - 4. Division 7 Section "Sheet Metal Flashing and Trim" for metal roof penetration flashings, flashings, and counterflashings.
- C. Unit Prices: Refer to Division 1 Section "Unit Prices" for description of Work in this Section affected by unit prices.

#### 1.3 MATERIALS OWNERSHIP

- A. Except for items or materials indicated to be reused, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site.

#### 1.4 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D 1079 and glossary in NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to roofing work in this Section.
- B. Substrate Board: Rigid board or panel products placed over the roof deck that serve as thermal barriers, provide a smooth substrate, or serve as a component of a fire-resistance-rated roofing system.
- C. Roof Tear-Off:

- a. Tear off includes removal of the gravel surfacing (where present), existing asphalt built up roof or Modified Bitumen membrane, insulation layers, flashing components, to expose the steel deck.
  - b. Damaged or rusted metal decking will require repair or removal. Surface rusted decking will require epoxy coating application. Roofing Contractor is to include approximately 800 square feet of steel deck replacement in bid proposal. Additional decking found to be damaged / deteriorated shall be replaced on a time and materials basis (See Section 012100 – Allowances)
- D. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and reinstalled.
- E. Existing to Remain: Existing items of construction that are not indicated to be removed.

## 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Installer of new membrane roofing system and approved by warrantor of existing roofing system to work on existing roofing.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning membrane roofing removal. Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Preliminary Re-roofing Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to roofing system including, but not limited to, the following:
- 1. Meet with Owner; roofing system manufacturer's representative; roofing Installer including project manager, superintendent, and foreman; and installers whose work interfaces with or affects re-roofing including installers of roof accessories and roof-mounted equipment.
  - 2. Review methods and procedures related to re-roofing preparation, including membrane roofing system manufacturer's written instructions.
  - 3. Review temporary protection requirements for existing roofing system that is to remain, during and after installation.
  - 4. Review roof drainage during each stage of re-roofing and review roof drain plugging and plug removal procedures.
  - 5. Review and finalize construction schedule, and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
  - 6. Review existing deck removal procedures and Owner notifications.
  - 7. Review procedures to determine condition and acceptance of existing deck
  - 8. Review structural loading limitations of deck during re-roofing.
  - 9. Review base flashings, special roofing details, drainage, penetrations, equipment curbs, and condition of other construction that will affect re-roofing.
  - 10. Review HVAC shutdown and sealing of air intakes.
  - 11. Review shutdown of fire-suppression, -protection, and -alarm and -detection systems.
  - 12. Review procedures for asbestos removal or unexpected discovery of asbestos-containing materials.
  - 13. Review governing regulations and requirements for insurance and certificates if applicable.

## 1.6 PROJECT CONDITIONS

- A. Owner will occupy portions of building immediately below re-roofing area. Conduct re-roofing so Owner's operations will not be disrupted. Provide Owner with not less than 48 hours' notice of activities that may affect Owner's operations.
  - 1. Coordinate work activities daily with Owner so Owner can place protective dust or water leakage covers over sensitive equipment or furnishings, shut down HVAC and fire-alarm or -detection equipment if needed, and evacuate occupants from below the work area if desired.
  - 2. Before working over structurally impaired areas of deck, notify Owner to evacuate occupants from below the affected area. Verify that occupants below the work area have been evacuated prior to proceeding with work over the impaired deck area.
- B. Protect building to be re-roofed, exposed mechanical units, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from re-roofing operations.
- C. Construction Drawings and Project Manual for existing roofing system are provided for Contractor's reference. Contractor is responsible for conclusions derived from existing documents.
- D. Weather Limitations: Proceed with re-roofing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering into existing roofing system or building. Any damage occurring due to moisture infiltration into existing roof system components, new roof system components or interior building systems requiring replacement or repair will be done so at the sole expense of the contractor.
- E. Hazardous Materials: It is NOT expected that hazardous materials such as asbestos-containing materials will be encountered in the Work. Please notify the proper authorities prior to the start of work as required by law.

## PART 2 - PRODUCTS

### 2.1 TEMPORARY ROOFING MATERIALS

- A. Selection of materials and design of temporary roofing is responsibility of Contractor.
- B. SBS-modified, polyester reinforced, asphalt-coated, glass-fiber base sheet.
  - 1 Base Sheet: Trilaminare reinforced ply sheet, complying with ASTM D 4601-91; ASTM 228-90A and ASTM 146-90 with the following properties:
    - a. Thickness: 1.2 mm
    - b. Breaking strength: 220 lbf/in(38.5 kN/M) MD. 235 lbf/in (41.1 kN/m) XMD.
    - c. Elongation: 6.5% MD/XMD.
    - d. Tear Strength: 345 lbf (1534 N) MD. 330 lbf (1467 N) XMD minimum.
    - e. Mass of desaturated polyester/glass/polyester mat, min.: 3.5 lb/100ft (172 g/m<sup>2</sup>).
    - f. Asphalt: 10.0 lb/100 ft (485g/m<sup>2</sup>) minimum
- C. Asphalt Primer: ASTM D 41.
- D. Roofing Asphalt: ASTM D 312, Type III

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Coordinate with Owner to shut down air intake equipment in the vicinity of the Work. Cover air intake louvers before proceeding with re-roofing work that could affect indoor air quality or activate smoke detectors in the ductwork.
- B. During removal operations, have sufficient and suitable materials on-site to facilitate rapid installation of temporary protection in the event of unexpected rain.
- C. Maintain roof drains in functioning condition to ensure roof drainage at end of each workday. Prevent debris from entering or blocking roof drains and conductors. Use roof-drain plugs specifically designed for this purpose. Remove roof-drain plugs at end of each workday, when no work is taking place, or when rain is forecast.
  - 1. If roof drains will be temporarily blocked or unserviceable due to roofing system removal or partial installation of new membrane roofing system, provide alternative drainage method to remove water and eliminate ponding. Do not permit water to enter into or under existing membrane roofing system components that are to remain.
- D. Verify that rooftop utilities and service piping have been shut off before commencing Work.

### 3.2 ROOF TEAR-OFF

- A. General: Notify Owner / Project Coordinator each day of extent of roof tear-off proposed.
- B. Roof Tear-Off: Remove existing roofing membrane and other roofing system components to the structural deck or substrate as indicated.
  - 1. Remove roof membrane as specified.
  - 2. Remove existing perimeter flashings and sheet metal components as specified.
  - 3. Remove existing insulation.

### 3.3 SUBSTRATE PREPARATION

- A. Inspect existing concrete deck after tear-off of existing roofing system, and report any deflections or deficiencies to the Owner.

### 3.4 EXISTING BASE FLASHINGS

- A. Remove existing base flashings around parapets, curbs, walls, and penetrations.
- B. Inspect masonry walls for deterioration and damage. If parapet or masonry walls have deteriorated, immediately notify Owner.
- C. Inspect existing wood blocking and replace any damaged or deteriorated wood blocking per Division 6.

- D. Add wood blocking to perimeter and curbs if required to accommodate height of insulation and provide minimum flashing heights required.

### 3.5 DISPOSAL

- A. Collect and place demolished materials in containers. Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
  - 1. Storage of demolished items or materials on-site will not be permitted unless approved by the Owner.
- B. Transport demolished materials off Owner's property and legally dispose of them.

END OF SECTION 070150

## SECTION 075113 - BUILT-UP ASPHALT ROOFING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following summary of work to be performed:
1. Remove and disposal of the existing roof system components.
  2. Installation of a loose laid, plastic vapor retarder
  3. Installation of a new layers of polyisocyanurate insulation with tapered drain sumps and gypsum coverboard.
  4. Installation of a new built up roof system consisting of new polyester reinforced trilaminate base ply and three plies of Type VI felts adhered with rubberized / modified asphalt.
  5. Install specified flashings adhered with rubberized / modified asphalt and mastics.
  6. Application of protective flood coat of Type III asphalt and new gravel
  7. Application of aluminum coating to all flashings and projections
  8. Installation of required metal trims, fascia's and copings per specifications.
- B. Related Sections include the following:
1. Division 6 Section "Miscellaneous Carpentry" for wood nailers, cants, curbs, and blocking.
  2. Division 7 Section "Sheet Metal Flashing and Trim" for metal roof penetration flashings, flashings, and counter-flashings.
  3. Division 7 Section "Preparation for Roof Removal" for roof replacement applications on existing buildings where designated.
- C. Unit Prices: Refer to Division 1 Section "Unit Prices" for description of Work in this Section affected by unit prices.

#### 1.3 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to roofing work in this Section.
- B. Hot Roofing Asphalt: Roofing asphalt heated to its equiviscous temperature, the temperature at which its viscosity is 125 centipoise for mopping application and 75 centipoise for mechanical application, within a range of plus or minus 25 deg F (14 deg C), measured at the mop cart or mechanical spreader immediately before application.

#### 1.4 PERFORMANCE REQUIREMENTS

- A. General: Provide installed roofing membrane and base flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.
- B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing manufacturer based on testing and field experience.
- C. FMG Listing: Provide roofing membrane, base flashings, and component materials that comply with requirements in FMG 4450 and FMG 4470 as part of a roofing system and that are listed in FMG's "Approval Guide" for Class 1 or noncombustible construction, as applicable. Identify materials with FMG markings.
  - 1. Fire/Windstorm Classification: Class 1A- 90.

#### 1.5 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Performance Roof System Data: ASTM 2523 Test Results for roof system performance.
- C. Shop Drawings: For roofing system. Include plans, elevations, sections, details, and attachments to other Work.
  - 1. Base flashings, cants, and membrane terminations.
- D. Samples for Verification: For the following products:
  - 1. 12-by-8-inch (300-by-300-mm) square of base, sheet ply sheet.
  - 2. 12-by-8-inch (300-by-300-mm) square of flashing sheet.
  - 3. Pull sample of asphalt material specified.
- E. Installer Certificates: Signed by roofing system manufacturer certifying that Installer is approved, authorized, or licensed by manufacturer to install roofing system.
- F. Manufacturer Certificates: Signed by roofing manufacturer certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
  - 1. Submit evidence of meeting performance requirements.
- G. Qualification Data: For Installer and manufacturer.
- H. Product Test Reports: Based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency, for components of roofing system.
  - 1. Indicate that bulk roofing asphalt materials delivered to Project comply with requirements. Include quantity and statistical and descriptive data for each product. Submit certificate with each load before it is used.
  - 2. Include continuous log showing time and temperature for each load of bulk asphalt, indicating date obtained from manufacturer, where held, and how transported before final heating and application on roof.

- I. Research/Evaluation Reports: For components of roofing system.
- J. Maintenance Data: For roofing system to include in maintenance manuals.
- K. Warranties: Special warranties specified in this Section.
- L. Inspection Report: Copy of roofing system manufacturer's inspection report of completed roofing installation.

#### 1.6 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's warranty.
- B. Technical Inspector Qualifications: As part of the project warranty, the Roofing Contractor will engage a qualified manufacturer's technical representative for a minimum of 1 work day per 5,000 square feet to perform roof specification review, inspections of the work in progress and to provide reports to the Owner. The Technical Inspector shall have a minimum of 10 years experience with the particular roof system installation and provide a non-sales function for the primary manufacturer.
- C. If the manufacturer doesn't employ a qualified technical inspector, an engineering firm may be enlisted by the primary manufacturer at their expense to provide technical installation inspections for equal assistance / inspection time at the approval of the Owner.
- D. Manufacturer Qualifications: Proof of ISO 9001 quality certification for roof manufacturer providing warranty for the roof system and components for a minimum of 10 years.
- E. Manufacturer Qualifications: A qualified manufacturer that has UL listing for roofing system identical to that used for this Project.
- F. Testing Agency Qualifications: An independent testing agency with the experience and capability to conduct the testing indicated, as documented according to ASTM E 548.
- G. Source Limitations: Obtain components for roofing system from or approved by primary roofing system manufacturer providing the roof warranty.
- H. Fire-Test-Response Characteristics: Provide roofing materials with the fire-test-response characteristics indicated as determined by testing identical products per test method below by UL, FMG, or another testing and inspecting agency acceptable to authorities having jurisdiction. Materials shall be identified with appropriate markings of applicable testing and inspecting agency.
  - 1. Exterior Fire-Test Exposure: Class A; ASTM E 108, for application and roof slopes indicated.
  - 2. Fire-Resistance Ratings: ASTM E 119, for fire-resistance-rated roof assemblies of which roofing system is a part.
- I. Preinstallation Conference: Conduct conference at Project site. Comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to roofing system including, but not limited to, the following:

1. Meet with Owner, roofing Installer, roofing system manufacturer's representative, and installers whose work interfaces with or affects roofing including installers of roof accessories and roof-mounted equipment.
2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
3. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
4. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
5. Review structural loading limitations of roof deck during and after roofing.
6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
7. Review governing regulations and requirements for insurance and certificates if applicable.
8. Review temporary protection requirements for roofing system during and after installation.
9. Review roof observation and repair procedures after roofing installation.

#### 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, and directions for storage.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
  1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Handle and store roofing materials and place equipment in a manner to avoid permanent deflection of deck.

#### 1.8 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

#### 1.9 WARRANTY

- A. Special Warranty: Manufacturer's standard form, in which manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period. Failure includes roof leaks.

1. Special warranty includes roofing membrane, base flashings, roofing membrane accessories, roof insulation, fasteners, cover boards and other components of roofing system.
  2. Warranty Period: **20 years** from date of Substantial Completion.
  3. Peak Wind Coverage: Up to 74 miles per hour
- B. Special Project Warranty: Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering Work of this Section, including all components of roofing system such as roofing membrane, base flashing, roof insulation, fasteners, cover boards, substrate boards, vapor retarders, roof pavers, and walkway products, for the following warranty period:
1. Warranty Period: Two years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following: The primary roof system "Basis of Design" specification is based upon TREMCO, Inc. materials and roof systems.
- C. The intent of the specification package is to establish minimum acceptable quality and performance standards for the finished roof replacement project. Subject to compliance with all requirements, any primary manufacturer meeting or exceeding the specification design standard is encouraged to pursue the project.
- D. In other Part 2 articles where titles below introduce lists, the following requirements apply for product selection:
  1. Products: Subject to compliance with requirements, provide one of the products specified.

### 2.2 FINISHED ROOF MEMBRANE PERFORMANCE REQUIREMENTS

- A. BUILT UP ROOF SYSTEM (Base + Three (3) ply BUR Membrane)

<u>Property</u>	<u>Typical Value</u>	<u>Test Method</u>
Tensile Strength: @ 0 deg F	484 lbf/in MD	ASTM D 2523
	428 lbf/in XMD	ASTM D 2523

### 2.3 BASE-SHEET MATERIALS

- 1 Base Sheet: Trilaminare reinforced ply sheet, complying with ASTM D 4601-91; ASTM 228-90A and ASTM 146-90 with the following properties:
  - a. Thickness: 1.2 mm
  - b. Breaking strength: 220 lbf/in(38.5 kN/M) MD. 235 lbf/in (41.1 kN/m) XMD.

- c. Elongation: 6.5% MD/XMD.
- d. Tear Strength: 345 lbf (1534 N) MD. 330 lbf (1467 N) XMD minimum.
- e. Mass of desaturated polyester/glass/polyester mat, min.: 3.5 lb/100ft (172 g/m<sup>2</sup>).
- f. Asphalt: 10.0 lb/100 ft (485g/m<sup>2</sup>) minimum

## 2.4 ROOFING MEMBRANE PLIES

- A. Ply Sheet: ASTM D 2178, Type VI, asphalt-impregnated, glass-fiber felt.

## 2.5 FLASHING MATERIALS

- A. Backer Sheet: 18" Polyester woven felt
- B. Flashing Sheet: Elastomeric sheeting blend of thermoset elastomers. Sheet must be reinforced with polyester woven scrim.
- C. Glass-Fiber Fabric: Woven glass cloth, treated with asphalt, complying with ASTM D 1668, Type I.
- D. Stripping Ply: 6" Polyester woven felt

## 2.6 ASPHALT MATERIALS

- A. Asphalt Primer: ASTM D 41.
- B. Roofing Asphalt: ASTM D 312, Type III.
- C. Roofing Asphalt – Membrane, Flashing Application: SEBS rubberized asphalt.

## 2.7 AUXILIARY ROOFING MEMBRANE MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with built-up roofing.
- B. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required by roofing system manufacturer for application.
- C. Mastic Sealant: Polyisobutylene, plain or modified bitumen, nonhardening, nonmigrating, non-skinning, and nondrying.
- D. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FM 4470; designed for fastening roofing membrane components to substrate; tested by manufacturer for required pullout strength; and acceptable to roofing system manufacturer.
- E. Metal Flashing Sheet: Metal flashing sheet is specified in Division 7 Section "Sheet Metal Flashing and Trim."
- F. Miscellaneous Accessories: Provide miscellaneous accessories recommended by roofing system manufacturer.

- G. Vapor Retarder: 6 Mil Polyethylene Sheeting, loose laid over the steel decking.

## 2.8 ROOF INSULATION

- A. General: Provide preformed roof insulation boards that comply with requirements and referenced standards, selected from manufacturer's standard sizes and of thicknesses indicated.
- B. Polyisocyanurate Board Insulation: ASTM C 1289, Type II, felt or glass-fiber mat facer on both major surfaces.
  - 1. Manufacturers: As recommended by Roof System Manufacturer / Warranty Provider.
  - 2. Board Size: 4' x 4' x Tapered Slope (1/8" per foot tapered slope where required)
    - a. Minimum thickness: 2.0" Thick
    - b. Drain Sumps: 8' x 8' (1/4" per foot tapered slope)
    - c. Tapered Saddles (1/2" per foot tapered slope)
- C. Cover Board: SecureRock Primed Gypsum Board
  - 1. Thickness: 1/4" (One Quarter Inch) – 4' x 4'

## 2.9 INSULATION ACCESSORIES

- A. General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatible with membrane roofing.
- B. Wood Nailer Strips: Comply with requirements in Division 6 Section "Miscellaneous Carpentry."

## 2.10 WALKWAYS

- A. Walkway Pads: Mineral-granule-surfaced, reinforced asphaltic composition, slip-resisting pads, manufactured as a traffic pad for foot traffic and acceptable to roofing system manufacturer, 1/2 inch (13 mm) thick, minimum.
  - 1. Pad Size: 3 feet x 4 feet

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with the following requirements and other conditions affecting performance of roofing system:
  - 1. Verify that roof openings and penetrations are in place and set and braced and that roof drains are securely clamped in place.
  - 2. Verify that existing or any required new wood fiber cants, blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
  - 3. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.
- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.
- C. Remove and replace damaged / rusted steel decking if required. Decking with surface rust shall be primed / coated with epoxy, rust prohibitive paint.
- D. Loose lay plastic sheeting vapor retarder over steel decking. Overlap sheeting and tape all laps.

### 3.3 INSULATION INSTALLATION

- A. Coordinate installing roofing system components so insulation is not exposed to precipitation or left exposed at the end of the workday.
- B. Comply with roofing system manufacturer's written instructions for installing roof insulation.
- C. Insulation Cant Strips: Install and secure preformed 45-degree fiberboard cant strips at junctures of built-up roofing membrane system with vertical surfaces or angle changes greater than 45 degrees.
- D. Install insulation with long joints of insulation in a continuous straight line with end joints staggered between rows, abutting edges and ends between boards. Fill gaps exceeding 1/4 inch (6 mm) with insulation.
  - 1. Cut and fit insulation within 1/4 inch (6 mm) of nailers, projections, and penetrations.
- E. Trim surface of insulation where necessary at roof drains so completed surface is flush and does not restrict flow of water.
- F. Mechanically fasten all thermal insulation layers with specified fasteners / plates. Fasteners shall penetrate steel decking, 1" minimum.
- G. Adhered cover boards: Adhere insulation to substrate as follows:
  - 1. Apply hot roofing asphalt to underside and immediately bond insulation boards to substrate and apply foot pressure (walk in the boards).
- H. Install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Stagger joints from joints in insulation below a minimum of 6 inches (150 mm) in each direction.
  - 1. Apply hot roofing asphalt to underside and immediately bond cover board to substrate and apply foot pressure (walk in the boards).

### 3.4 ROOFING MEMBRANE INSTALLATION, GENERAL

- A. Install built-up roofing membrane system according to roofing system manufacturer's written instructions and applicable recommendations of ARMA/NRCA's "Quality Control Guidelines for the Application of Built-up Roofing."
- B. Start installation of built-up roofing membrane in presence of roofing system manufacturer's technical personnel.
- C. Cooperate with testing and inspecting agencies engaged or required to perform services for installing built-up roofing system.
- D. Coordinate installing roofing system components so insulation and roofing membrane sheets are not exposed to precipitation or left exposed at the end of the workday or when rain is forecast.
  - 1. Provide tie-offs at end of each day's work to cover exposed roofing membrane sheets and insulation with a course of coated felt set in roofing cement or hot roofing asphalt with joints and edges sealed.
  - 2. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system.
  - 3. Remove and discard temporary seals before beginning work on adjoining roofing.
- E. Asphalt Heating: Heat roofing asphalt and apply within plus or minus 25 deg F (14 deg C) of equiviscous temperature unless otherwise required by roofing system manufacturer. Do not raise roofing asphalt temperature above equiviscous temperature range more than one hour before time of application. Do not exceed roofing asphalt manufacturer's recommended temperature limits during roofing asphalt heating. Do not heat roofing asphalt within 25 deg F (14 deg C) of flash point. Discard roofing asphalt maintained at a temperature exceeding finished blowing temperature for more than 4 hours.
- F. Asphalt Heating: Heat and apply roofing asphalt according to roofing system manufacturer's written instructions.
- G. Substrate-Joint Penetrations: Prevent roofing asphalt from penetrating substrate joints, entering building, or damaging roofing system components or adjacent building construction.

### 3.5 ROOFING MEMBRANE INSTALLATION

- A. Install one lapped course of waterproof, polyester reinforced base sheet, extending sheet over and terminating beyond cants. Attach base sheet as follows:
  - 1. Adhere to substrate in a solid mopping of Type III hot roofing asphalt.
- B. Install three ply sheets starting at low point of roofing system. Align ply sheets without stretching. Shingle side laps of ply sheets uniformly to achieve required number of plies throughout thickness of roofing membrane. Shingle in direction to shed water. Extend ply sheets over and terminate beyond cants.
  - 1. Embed each ply sheet in a solid mopping of hot rubberized asphalt applied at rate required by roofing system manufacturer, to form a uniform membrane without ply sheets touching.
- C. Gravel Surfacing: Promptly after installing and testing roofing membrane, base flashing, and stripping, coat roof surface with Type III asphalt applied at a rate of approximately 50 – 60 lbs

per 100 square feet. Immediately after application of flood coat of roof system broadcast new gravel at a rate of 500-550 lbs per 100 square feet. Broom the gravel to achieve uniform coverage and appearance.

### 3.6 FLASHING AND STRIPPING INSTALLATION

- A. Install elastomeric base flashing over cant strips and other sloping and vertical surfaces, at roof edges, and at penetrations through roof, and secure to substrates according to roofing system manufacturer's written instructions and as follows:
1. Prime substrates with asphalt primer if required by roofing system manufacturer.
  2. Backer Sheet Application: Install backer sheet and adhere to substrate in a solid mopping of hot rubberized asphalt.
  3. Flashing Sheet Application: Adhere flashing sheet to substrate in a solid mopping of hot rubberized asphalt applied at not less than 425 deg F (218 deg C). Apply hot rubberized asphalt to back of flashing sheet if recommended by roofing system manufacturer.
  4. Wipe flashing of with solvent based / petroleum based cleaner prior to aluminum coating of flashing to ensure all release agents have been removed.
- B. Extend base flashing up walls or parapets a minimum of 8 inches (200 mm) above roofing membrane and 4 inches (100 mm) onto field of roofing membrane.
1. Mechanically fasten top of base flashing securely at terminations and perimeter of roofing.
- C. Install stripping, according to roofing system manufacturer's written instructions, where metal flanges and edgings are set on built-up roofing.
1. Flashing-Sheet Stripping: Install flashing-sheet stripping in a continuous coating of asphalt roofing cement or in a solid mopping of rubberized asphalt applied at not less than 425 deg F (218 deg C), reinforced with 6" polyester felt, and extend onto roofing membrane.
- D. Roof Drains: Set 30-by-30-inch (760-by-760-mm) metal flashing in bed of asphalt roofing cement on completed roofing membrane. Cover metal flashing with stripping and extend a minimum of 4 inches (100 mm) beyond edge of metal flashing onto field of roofing membrane. Clamp roofing membrane, metal flashing, and stripping into roof-drain clamping ring.
1. Install flashing-sheet stripping by same method as installing base flashing.
  2. Install 20" x 20" Gravel guard with aluminum perforated gravel retainers with 4" flange.

### 3.7 COATING INSTALLATION

- A. Apply aluminum coatings to membrane and base flashings according to manufacturer's written instructions, by spray, roller, or other suitable application method. Two coat application.

### 3.8 WALKWAY INSTALLATION

- A. Walkway Pads: Install walkway pads using units of size indicated or, if not indicated, of manufacturer's standard size according to walkway pad manufacturer's written instructions.

1. Sweep away loose aggregate surfacing and set walkway pads in 5 large clumps of asphalt mastic in the corners / center of the underside of each pad a set in place over the gravel surfacing.

### 3.9 FIELD QUALITY CONTROL

- A. Testing Agency: Owner reserves the right to engage a qualified independent testing and inspecting agency to perform roof tests and inspections and to prepare test reports.
- B. Test Cuts: Before flood coating and surfacing built-up roofing membrane, the Owner reserves the right to test specimens will be removed to evaluate problems observed during quality-assurance inspections of roofing membrane as follows:
  1. Approximate quantities of components within roofing membrane will be determined according to ASTM D 3617.
  2. Test specimens will be examined for interply voids according to ASTM D 3617 and to comply with criteria established in Appendix 3 of ARMA/NRCA's "Quality Control Guidelines for the Application of Built-up Roofing."
- C. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion and submit report to Owner.
  1. Notify Owner 48 hours in advance of date and time of inspection.
- D. Repair or remove and replace components of roofing system where test results or inspections indicate that they do not comply with specified requirements.
- E. Additional testing and inspecting, including infrared analysis, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

### 3.10 PROTECTING AND CLEANING

- A. Protect roofing system from damage and wear during remainder of construction period. When remaining construction will not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to the Owner.
- B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION 075113

## SECTION 076200 - SHEET METAL FLASHING AND TRIM

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following sheet metal flashing and trim:
  - 1. Installation of new formed counterflashings, parapet caps, and metal edges.
  - 2. Formed low-slope roof flashing and trim.
  - 3. Formed wall flashing and trim.
  - 4. Formed equipment support flashing.
- B. Related Sections include the following:
  - 1. Division 6 Section "Rough Carpentry Miscellaneous Carpentry" for wood nailers, curbs, and blocking.
  - 2. Division 7 Section "Built Up Asphalt Roofing " for installing sheet metal flashing and trim integral with roofing membrane.

#### 1.3 PERFORMANCE REQUIREMENTS

- A. General: Install sheet metal flashing and trim to withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failing, rattling, leaking, and fastener disengagement.
- B. Fabricate and install roof edge flashing capable of resisting the following forces according to recommendations in FMG Loss Prevention Data Sheet 1-49:
  - 1. Wind Zone 1: For velocity pressures of 21 to 30 lbf/sq. ft. (1.00 to 1.44 kPa): 60-lbf/sq. ft. (2.87-kPa) perimeter uplift force, 90-lbf/sq. ft. (4.31-kPa) corner uplift force, and 30-lbf/sq. ft. (1.44-kPa) outward force.
- C. Water Infiltration: Provide sheet metal flashing and trim that do not allow water infiltration to building interior.

#### 1.4 SUBMITTALS

- A. Product Data: For each type of product indicated, include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Samples for Initial Selection: For each type of sheet metal flashing and trim indicated with factory-applied color finishes.
  - 1. Include similar Samples of trim and accessories involving color selection.

## 1.5 QUALITY ASSURANCE

- A. Sheet Metal Flashing and Trim Standard: Comply with SMACNA's "Architectural Sheet Metal Manual." Conform to dimensions and profiles shown unless more stringent requirements are indicated.
- B. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination."
  - 1. Meet with Owner, Roofing Warranty Manufacturer, Owner's insurer if applicable, Installer, and installers whose work interfaces with or affects sheet metal flashing and trim including installers of roofing materials, roof accessories, unit skylights, and roof-mounted equipment.
  - 2. Review methods and procedures related to sheet metal flashing and trim.
  - 3. Examine substrate conditions for compliance with requirements, including flatness and attachment to structural members.
  - 4. Document proceedings, including corrective measures and actions required, and furnish copy of record to each participant.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver sheet metal flashing materials and fabrications undamaged. Protect sheet metal flashing and trim materials and fabrications during transportation and handling.
- B. Unload, store, and install sheet metal flashing materials and fabrications in a manner to prevent bending, warping, twisting, and surface damage.
- C. Stack materials on platforms or pallets, covered with suitable weather tight and ventilated covering. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage.

## 1.7 COORDINATION

- A. Coordinate installation of sheet metal flashing and trim with interfacing and adjoining construction to provide a leak-proof, secure, and non-corrosive installation.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
  - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products specified.
  - 2. Products: Subject to compliance with requirements, provide one of the products specified.
  - 3. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, manufacturers specified.

4. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.

## 2.2 SHEET METALS

- A. Prepainted, Metallic-Coated Steel Sheet: Steel sheet metallic coated by the hot-dip process and prepainted by the coil-coating process to comply with ASTM A 755/A 755M.
  1. Zinc-Coated (Galvanized) Steel Sheet: ASTM A 653/A 653M, G90 (Z275) coating designation; structural quality.
    - 1) Color: As selected by Owner from manufacturer's full range.

## 2.3 UNDERLAYMENT MATERIALS

- A. Polyethylene Sheet: 6-mil- (0.15-mm-) thick polyethylene sheet complying with ASTM D 4397.
- B. EPDM Sheeting: .045 mil thick EPDM sheeting

## 2.4 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads.
  1. Exposed Fasteners: Heads matching color of sheet metal by means of plastic caps or factory-applied coating.
  2. Fasteners for Flashing and Trim: Blind fasteners or self-drilling screws, gasketed, with hex washer head.
- C. Sealing Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealing tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape.
- D. Elastomeric Sealant: ASTM C 920, elastomeric polyurethane polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- E. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant, polyisobutylene plasticized, heavy bodied for hooked-type expansion joints with limited movement.
- F. Bituminous Coating: Cold-applied asphalt mastic, SSPC-Paint 12, compounded for 15-mil (0.4-mm) dry film thickness per coat. Provide inert-type non-corrosive compound free of asbestos fibers, sulfur components, and other deleterious impurities.
- G. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required for application.

## 2.5 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated. Shop fabricate items where practicable. Obtain field measurements for accurate fit before shop fabrication.
- B. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
- C. Fabricate sheet metal flashing and trim without excessive oil canning, buckling, and tool marks and true to line and levels indicated, with exposed edges folded back to form hems.
  - 1. Seams for Other Than Aluminum: Fabricate nonmoving seams in accessories with flat-lock seams. Tin edges to be seamed, form seams, and solder.
- D. Sealed Joints: Form nonexpansion but movable joints in metal to accommodate elastomeric sealant to comply with SMACNA recommendations.
- E. Expansion Provisions: Where lapped or bayonet-type expansion provisions in the Work cannot be used, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with elastomeric sealant concealed within joints.
- F. Conceal fasteners and expansion provisions where possible on exposed-to-view sheet metal flashing and trim, unless otherwise indicated.
- G. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
  - 1. Thickness: As recommended by SMACNA's "Architectural Sheet Metal Manual" for application but not less than thickness of metal being secured.

## 2.6 LOW-SLOPE ROOF SHEET METAL FABRICATIONS

- A. Coping Caps and Fascia Caps: Fabricate in minimum 96-inch- (2400-mm-) long, but not exceeding 10-foot- (3-m-) long, sections. Furnish with 6-inch- (150-mm-) wide joint cover plates.
  - 1. Joint Style: Butt, with 6-inch- (150-mm-) wide exposed cover plates.
  - 2. Kynar Finished Galvanized Steel: 24 Gauge thick.
  - 3. Continuous Cleat Metal: 22 gauge thick galvanized steel.
- B. Counterflashing: Fabricate from the following material:
  - 1. Kynar Finished Galvanized Steel: 24 Gauge thick.
- C. Metal Gutters and Accessories: Fabricate from the following material:
  - 1. Kynar Finished Galvanized Steel: 24 Gauge thick.
- D. Roof-Penetration Flashing: Fabricate from the following material:
  - 1. Kynar Finished Galvanized Steel: 24 gauge thick.

E. Roof-Drain Flashing: Fabricate from the following material:

1. Lead: **4.0 lb/sq. ft.** hard tempered.

## 2.7 MISCELLANEOUS SHEET METAL FABRICATIONS

A. Equipment Support Flashing: Fabricate from the following material:

1. Galvanized Steel: 24 gauge thick.

## 2.8 FINISHES

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions and other conditions affecting performance of work.
  1. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
  2. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION, GENERAL

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
  1. Torch cutting of sheet metal flashing and trim is not permitted.
- B. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating or by other permanent separation as recommended by fabricator or manufacturers of dissimilar metals.

1. Coat side of uncoated aluminum and lead sheet metal flashing and trim with bituminous coating / primer where flashing and trim will contact wood, ferrous metal, or cementitious construction.
  2. Underlayment: Where installing metal flashing directly on cementitious or wood substrates, install a course of felt underlayment and cover with a slip sheet or install a course of polyethylene underlayment.
  3. Bed flanges in thick coat of asphalt roofing cement where required for waterproof performance.
- C. Install exposed sheet metal flashing and trim without excessive oil canning, buckling, and tool marks.
- D. Install sheet metal flashing and trim true to line and levels indicated. Provide uniform, neat seams with minimum exposure of solder, welds, and elastomeric sealant.
- E. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
1. Space cleats not more than 12 inches (300 mm) apart. Anchor each cleat with two fasteners. Bend tabs over fasteners.
- F. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet (3 m) with no joints allowed within 24 inches (600 mm) of corner or intersection. Where lapped or bayonet-type expansion provisions cannot be used or would not be sufficiently watertight, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with elastomeric sealant concealed within joints.
- G. Fasteners: Use fasteners of sizes that will penetrate substrate not less than 1-1/4 inches (32 mm) for nails and not less than 3/4 inch (19 mm) for wood screws.
1. Galvanized or Prepainted, Metallic-Coated Steel: Use stainless-steel fasteners.
  2. Fastened 24" apart and on every lap
- H. Seal joints with elastomeric sealant as required for watertight construction.
1. Where sealant-filled joints are used, embed hooked flanges of joint members not less than 1 inch (25 mm) into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is moderate, between 40 and 70 deg F (4 and 21 deg C), set joint members for 50 percent movement either way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 deg F (4 deg C).
  2. Prepare joints and apply sealants to comply with requirements in Division 7 Section "Joint Sealants."
- I. Expansion-Joint Covers: Install expansion-joint covers at locations and of configuration indicated. Lap joints a minimum of 4 inches (100 mm) in direction of water flow.

### 3.3 ROOF FLASHING INSTALLATION

- A. General: Install sheet metal roof flashing and trim to comply with performance requirements and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where

possible, set units true to line, and level as indicated. Install work with laps, joints, and seams that will be permanently watertight.

- B. Roof Edge Flashing: Anchor to resist uplift and outward forces according to recommendations in FMG Loss Prevention Data Sheet 1-49 for specified wind zone and as indicated.
  - 1. Interlock bottom edge of roof edge flashing with continuous cleats anchored to substrate at 16-inch (400-mm) centers.
- C. Pipe or Post Counterflashing: Install counterflashing umbrella with close-fitting collar with top edge flared for elastomeric sealant, extending a minimum of 4 inches (100 mm) over base flashing. Install stainless-steel draw band and tighten.
- D. Counterflashing: Coordinate installation of counterflashing with installation of base flashing. Insert counterflashing in reglets or receivers and fit tightly to base flashing. Extend counterflashing 4 inches (100 mm) over base flashing. Lap counterflashing joints a minimum of 4 inches (100 mm) and bed with elastomeric sealant.
  - 1. Secure in a waterproof manner by means of snap-in installation and sealant or lead wedges and sealant.
- E. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Install flashing as follows:
  - 1. Turn lead flashing down inside vent piping, being careful not to block vent piping with flashing.
  - 2. Seal with elastomeric sealant and clamp flashing to pipes penetrating roof except for lead flashing on vent piping.

### 3.4 WALL FLASHING INSTALLATION

- A. General: Install sheet metal wall flashing to intercept and exclude penetrating moisture according to SMACNA recommendations and as indicated. Coordinate installation of wall flashing with installation of wall-opening components such as windows, doors, and louvers.

### 3.5 MISCELLANEOUS FLASHING INSTALLATION

- A. Equipment Support Flashing: Coordinate installation of equipment support flashing with installation of roofing and equipment. Weld or seal flashing with elastomeric sealant to equipment support member.

### 3.6 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder and sealants.
- C. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed. On completion of installation, clean finished surfaces, including removing unused

fasteners, metal filings, pop rivet stems, and pieces of flashing. Maintain in a clean condition during construction.

- D. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 076200



**Cardinal Environmental Inc.**

3303 Paine Avenue, Sheboygan, WI 53081

Phone (920) 459-2500 Fax (920) 459-2503 website:cardinalenvironmental.com

Bernie Rammer  
 City of Sheboygan  
 828 Center Avenue  
 Sheboygan, WI 53081

Report #: PLM2020-011 (162002566)  
 Collected: 02/05/2020 (Collected by Tremco)  
 Received: 02/05/2020  
 Analyzed: 02/11/2020

**Asbestos Analysis of Bulk Materials by EPA 600/R-93/116 Method using Polarized Light Microscopy with Dispersion Staining**

**Project Description: City of Sheboygan Transit Garage – Roofing Core Samples**

ID #	Description	Appearance	Non-Asbestos				Asbestos % Type
			%	Fibrous	%	Non-fibrous	
01 (Roof # 1)	Roofing	Black Fibrous Homogeneous	20 %	Cellulose	80 %	Non-fibrous(other)	<b>None Detected</b>
	Insulation	Tan Fibrous Homogeneous	90 %	Cellulose	5 % 5 %	Perlite Non-fibrous(other)	<b>None Detected</b>
02 (Roof # 3)	Roofing	Black/Silver Fibrous Homogeneous	20 %	Cellulose	80 %	Non-fibrous(other)	<b>None Detected</b>
	Felt	Black Fibrous Homogeneous	30 % 30 %	Cellulose Glass	40 %	Non-fibrous(other)	<b>None Detected</b>
03 (Roof # 5)	Roofing	Black Fibrous Homogeneous	30 %	Cellulose	70 %	Non-fibrous(other)	<b>None Detected</b>

Results reviewed by:

Bruce Ten Haken, CHMM  
 Project Manager

Due to magnification limitations inherent in PLM, asbestos fibers in dimensions below the resolution capability of PLM may not be detected. The limit of detection as stated by the method is 1 %. Samples reported as <1% or none detected may require additional testing by TEM to confirm asbestos quantities. The above test report relates only to items tested and may not be reproduced in any form without the express written approval of Cardinal Environmental, Inc (Cardinal). Cardinal's liability is limited to the cost of analysis. Cardinal bears no responsibility for sample collection activities or analytical method limitations. Interpretation & use of test results are the responsibility of the client. Test results contained in this report meet the requirements of NELAC unless otherwise noted. Samples will be disposed of in 30 days unless a request is received in writing. Samples were received in good condition unless otherwise noted. Analysis performed by NVLAP certified laboratory (NVLAP #600111-0)

November 18, 2016

City of Sheboygan – Shoreline Metro Transit Garage – Fall Roof Inspection Report



Transit Garage – Roof #1 - Overview



Transit Garage – Roof #1 – Fasteners only used sporadically during coping installation resulting in inadequate attachment.



Transit Garage - Roof #1 – Lack of drain pipe extension to drain resulting in severe aggregate washout & membrane deterioration.



Transit Garage - Roof #1 – Lack of pipe extension lead to ponding water around A/C unit. This results in aggregate washout and vegetative/mold growth.

November 18, 2016

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City of Sheboygan - Shoreline Metro Transit Garage – Fall Roof Inspection Report



Transit Garage – Roof #1 – Significant organic debris can lead to clogged drains and ponding water on roofs.



Transit Garage – Roof #1 – Debris was cleaned from roof and disposed of.



Transit Garage – Roof #1 – Open pipe penetration through metal counterflashing was sealed with polyurethane sealant.

November 18, 2016

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City of Sheboygan - Shoreline Metro Transit Garage – Fall Roof Inspection Report



Transit Garage - Roof #2 – Overview Photo



Transit Garage - Roof #2 – Overview of large area repair attempt with ineffective materials. Appears to be asphalt flood coat over MB membrane.



Transit Garage – Roof #2 – Open lap on flashing. Water entry point.



Transit Garage – Roof #2 – Open lap was repaired with 3-course of asphalt roofing mastic and fiberglass reinforcing fabric.

November 18, 2016

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City of Sheboygan - Shoreline Metro Transit Garage – Fall Roof Inspection Report



Transit Garage – Roof #3 – Overview Photo 1



Transit Garage – Roof #3 – Overview Photo 2



Transit Garage - Roof #3 – Numerous thoroughly rusted ventilation hoods. Aluminum rust prohibitive coating to prevent further metal deterioration recommended.

November 18, 2016

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City of Sheboygan - Shoreline Metro Transit Garage – Fall Roof Inspection Report



Transit Garage - Roof #4 – Overview 1



Transit Garage - Roof #4 – Overview 2



Transit Garage - Roof #4 – Overview of large blistering areas visible along ply laps. Result of improper installation and adhesion. Fractured blisters lead to a water entry point.



Transit Garage - Roof #4 – Large tree branches hanging over roof. This results in debris clogging the drain, and the risk of broken branches penetrating the roof system.

November 18, 2016

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City of Sheboygan - Shoreline Metro Transit Garage – Fall Roof Inspection Report



Transit Garage - Roof #5 – Overview Photo



Transit Garage - Roof #5 – Crushed drain cover in need of replacement.



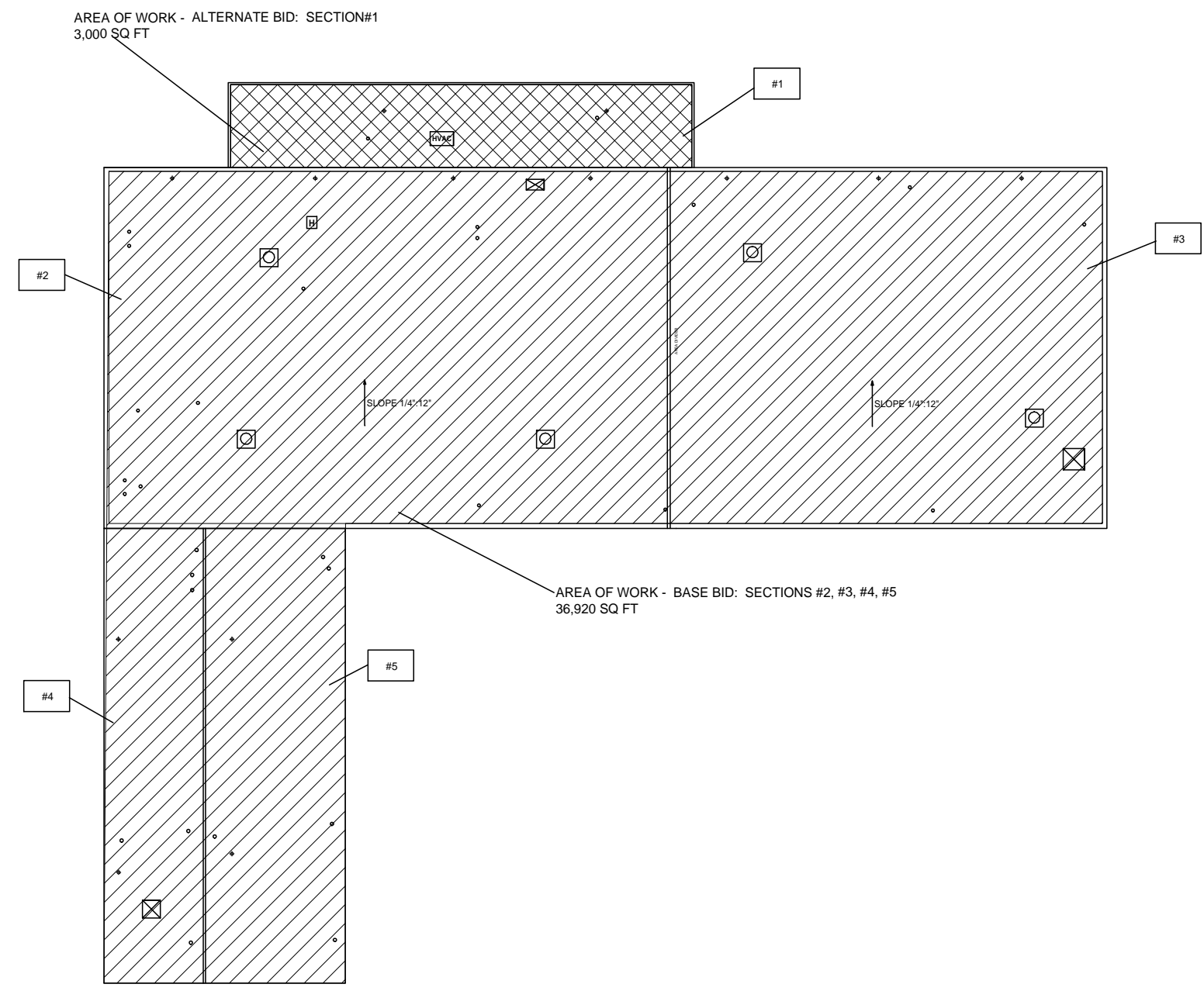
Transit Garage - Roof #5 – Cracked sealant around pipe penetration was filled and repaired with polyurethane sealant.

REVISIONS	No.	DATE	BY

NOTES:

EXHIBIT 3

# CITY OF SHEBOYGAN SHORELINE METRO - ADMINISTRATION AND MAINTENANCE FACILITY 2020 ROOF REPLACEMENT PROJECT



SHEET INDEX	
R1.0	COVER SHEET - SHORELINE METRO ADMINISTRATION AND MAINTENANCE FACILITY OVERVIEW
R1.1	ROOF PLAN - ROOFS #1, #2, #3, #4 AND #5
R2.0	ROOF DETAILS - BUILT UP ROOF DETAILS
R2.1	ROOF DETAILS - BUILT UP ROOF DETAILS

- GENERAL ROOFING NOTES**
- CONTRACTOR TO COORDINATE ALL DISCONNECTIONS & RECONNECTIONS OF ALL UTILITY LINES AND EQUIPMENT AS REQUIRED FOR NEW ROOFING WORK WITH OWNER.
  - MECHANICAL CONTRACTORS TO PERFORM ALL MECHANICAL WORK AS REQUIRED. ROOFING CONTRACTOR TO COORDINATE WITH MECHANICAL CONTRACTOR AND PROJECT SPECIFIER.
  - ROOFING CONTRACTOR TO REMOVE & REPLACE ALL DAMAGED VENT STACKS.
  - ROOFING CONTRACTOR TO PROVIDE NEW ROOF CRICKETS ON THE HIGH SIDE OF ALL ROOF PROJECTION CURBS.
  - ROOFING CONTRACTOR TO REMOVE & REPLACE ALL EXISTING DRAIN HARDWARE (NUTS, BOLTS, WASHERS)
  - IF NEW METAL FASCIA LEG LENGTH IS REQUIRED TO BE GREATER THAN 8", THEN A (2) PIECE FASCIA SYSTEM W/ EQUAL LEGS SHALL BE PROVIDED.
  - ROOFING CONTRACTOR SHALL PROVIDE NEW ALUMINUM GRAVEL GUARDS AROUND ALL DRAINS, IF GRAVEL OR BALLAST SURFACED IS SPECIFIED.
  - ROOFING CONTRACTOR SHALL PROVIDE NEW ROOFING WALKWAY PADS AT ALL ACCESS DOORS AND AT ALL MECH. EQUIPMENT.
  - ROOFING CONTRACTOR SHALL PROVIDE NEW ROOFING PADS UNDER ALL UTILITY PIPING SUPPORTS AS REQUIRED.
  - ROOFING CONTRACTOR SHALL PROVIDE NEW SPLASH BLOCKS AT THE BASE OF ALL DOWNSPOUTS
  - IF FLASHING IS BELOW 8", WOOD BLOCKING MUST BE ADDED TO THE MINIMUM 8" HEIGHT REQUIRED.
- BASE BID - ROOFS #2, #3, #4, #5 - 36,920 SQ FT
  - ALTERNATE BID - ROOF #1 - 3,000 SQ FT

**TREMCO**  
An FPM Company  
PHONE: 920-450-5852

R1.0

REVISIONS	No.	DATE	BY

**NOTES:**

ROOF SECTION  
SQUARE FOOTAGES:

1 - 3,000 BUR GRAVEL  
2 - 16,160 MB ALUMINUM  
3 - 12,171 MB ALUMINUM  
4 - 3,531 CTP BUR GRAVEL  
5 - 5,058 CTP BUR GRAVEL

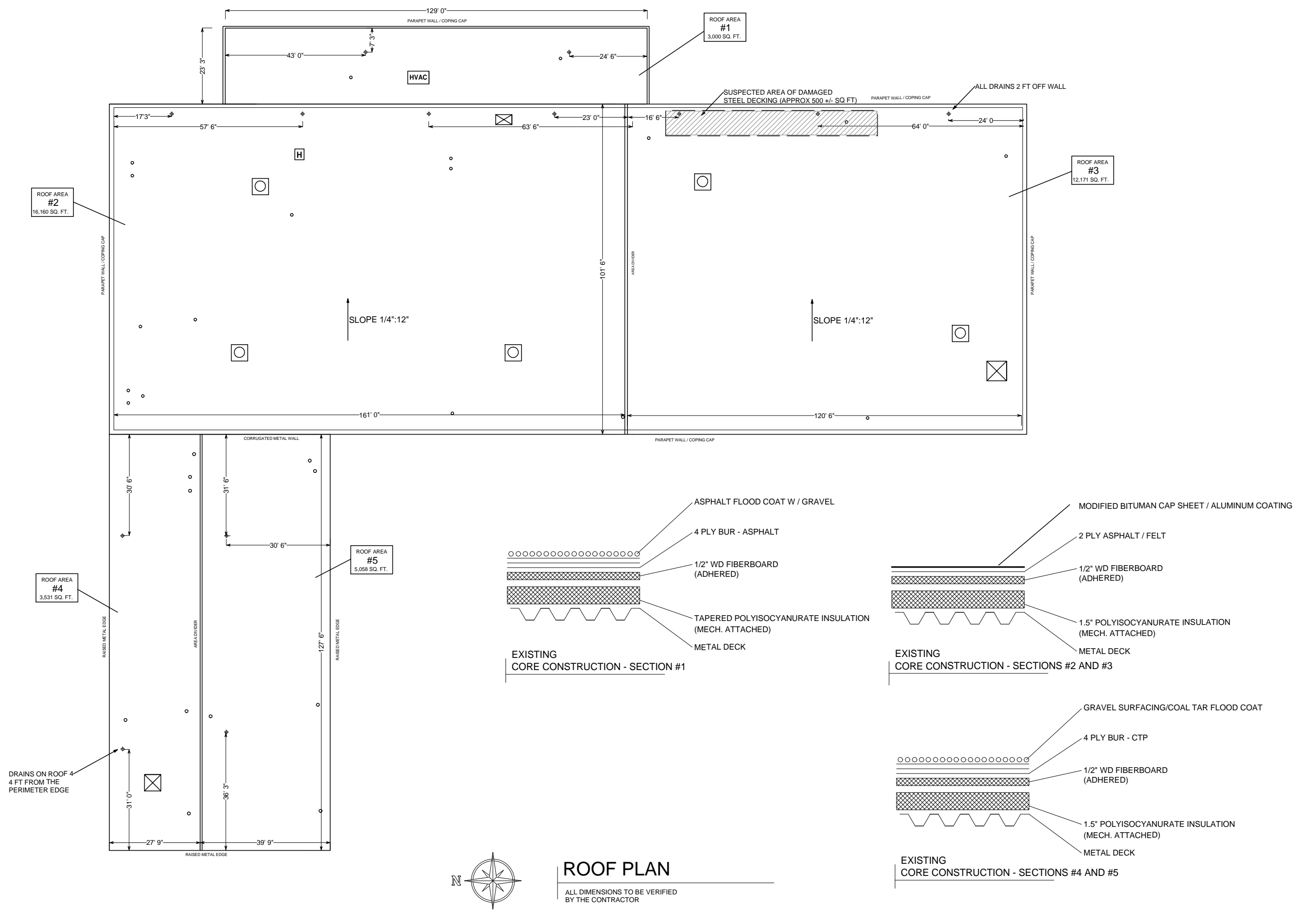
TOTAL: 39,920 SQ FT

**LEGEND:**

	DRAIN ASSEMBLY
	SCUPPER ASSEMBLY
	5' X 5' CURB
	SURFACE REST EQUIP
	PIPE PENETRATION
	ACCESS HATCH
	HVAC UNIT (TO RAISE)

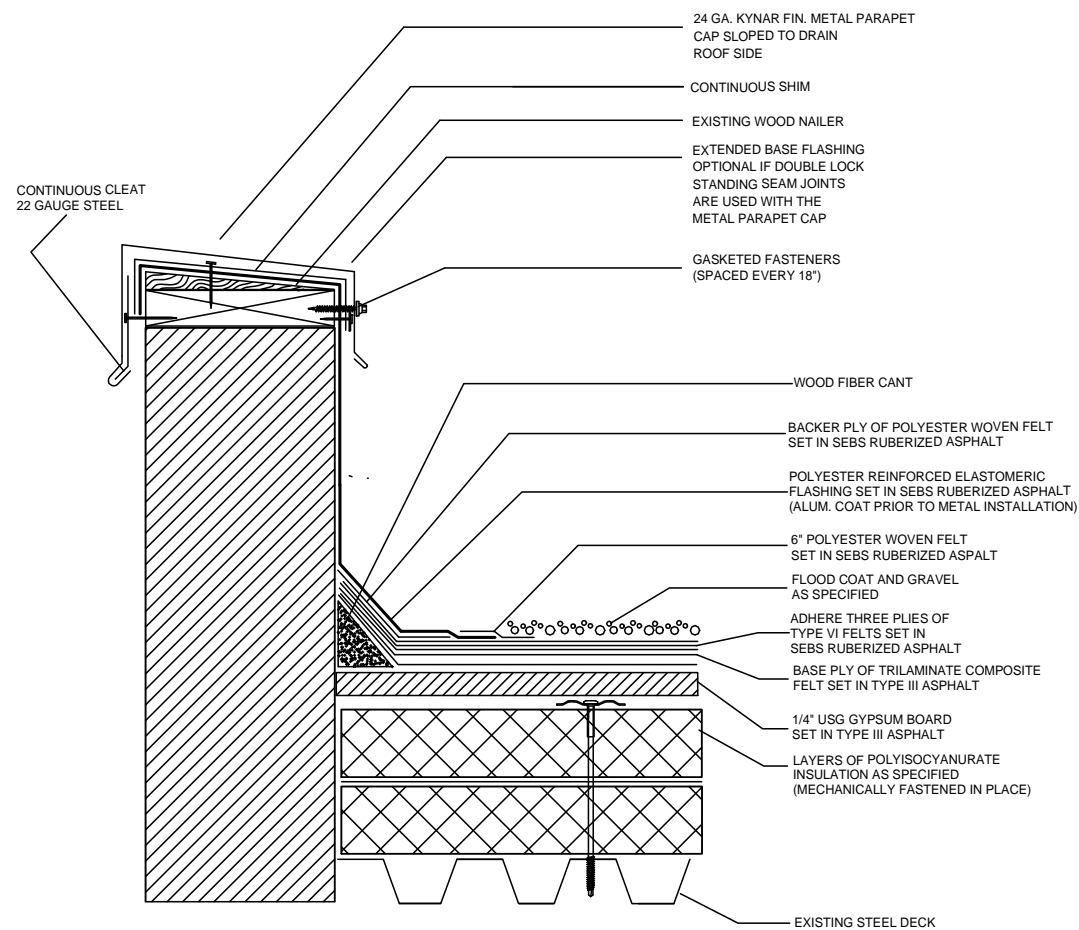


CUSTOMER: CITY OF SHEBOYGAN / SHORELINE METRO	
BUILDING: ADMINISTRATION AND MAINTENANCE FACILITY	
LOCATION: SHEBOYGAN, WI	
DRAWN BY: EK	DATE DRAWN: 02/04/2020
APPROVED: EK	<b>R1.0</b>

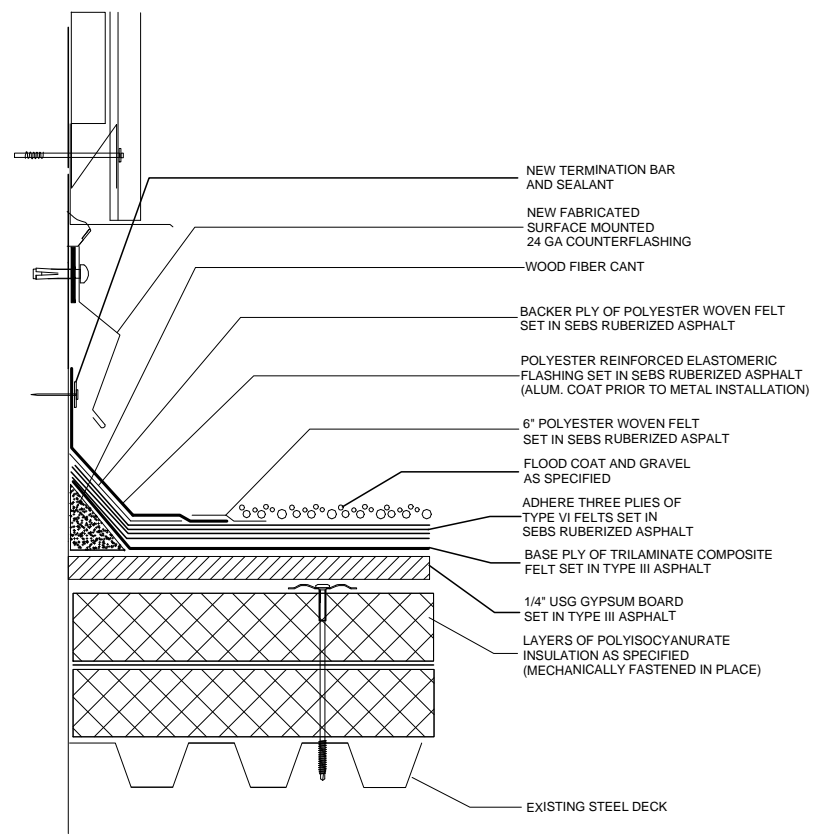


REVISIONS	No.	DATE	BY

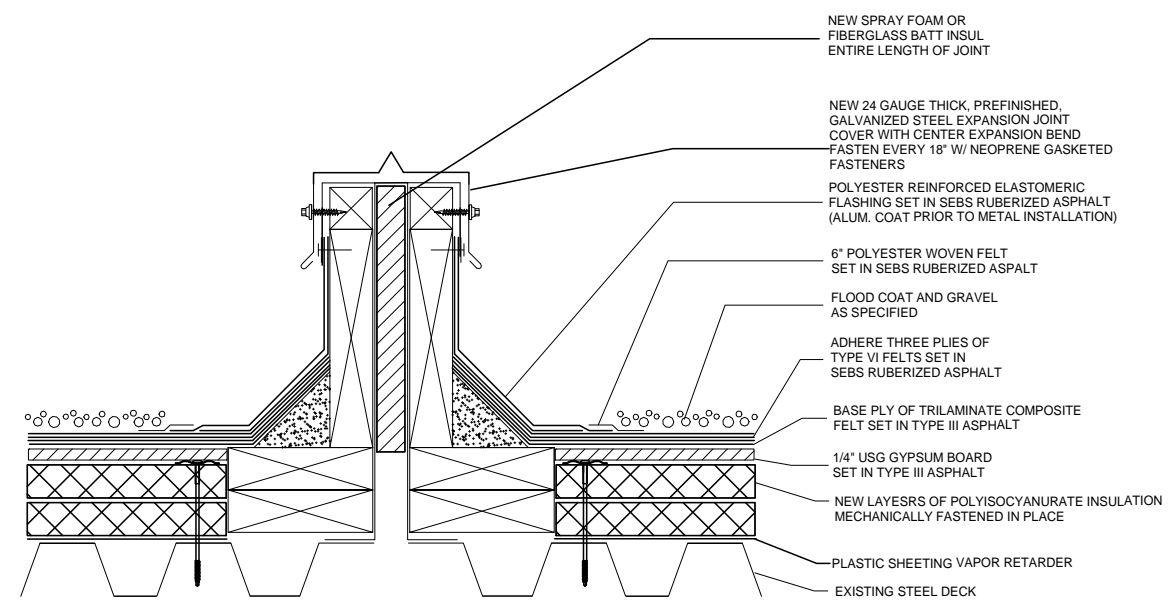
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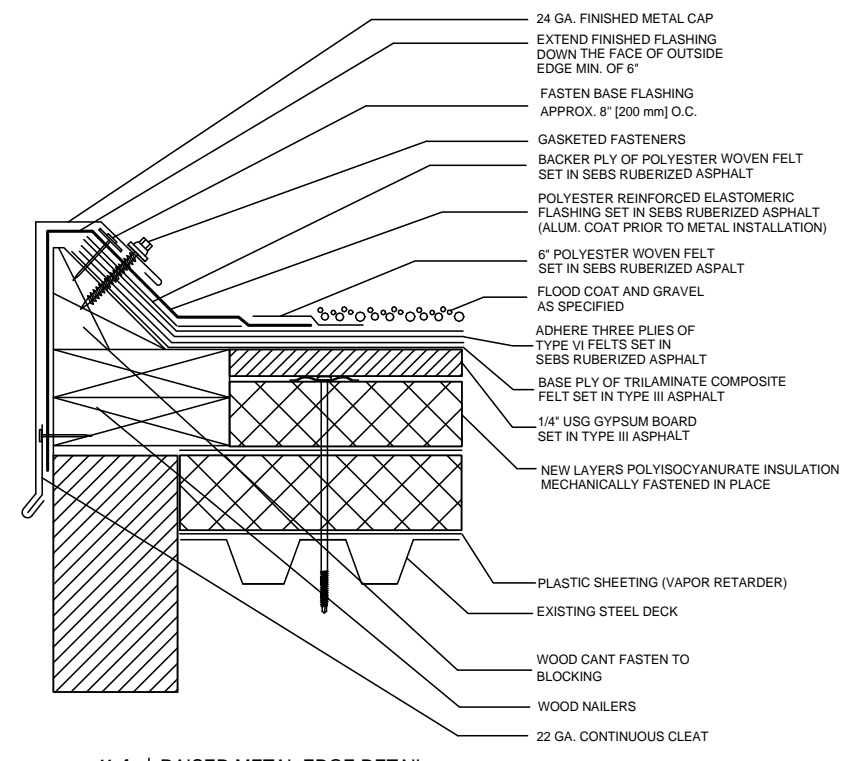
**#1** | PARAPET DETAIL  
SCALE: NTS



**#2** | SURFACE MOUNTED COUNTERFLASHING AT METAL PANELED WALL



**#3** | EXPANSION JOINT DETAIL  
SCALE: NTS



**#4** | RAISED METAL EDGE DETAIL  
SCALE: NTS

**LEGEND:**

	INTERNAL DRAIN
	CURB MOUNTED EQUIPMENT
	HOT PIPE
	PLUMBING VENT
	RAIL MOUNTED EQUIPMENT
	ROOF VENT
	ACCESS HATCH

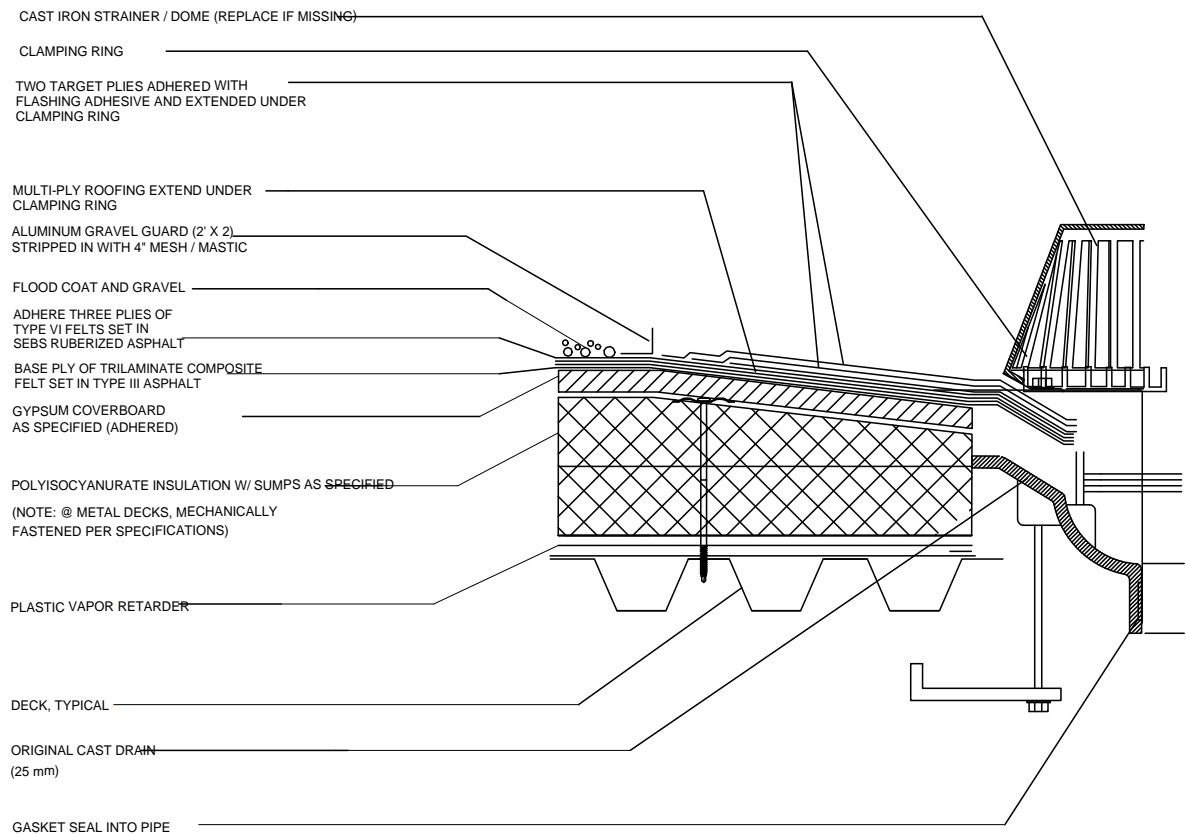
**TREMCO**  
An RPM Company

CUSTOMER:  
CITY OF SHEBOYGAN / SHORELINE METRO

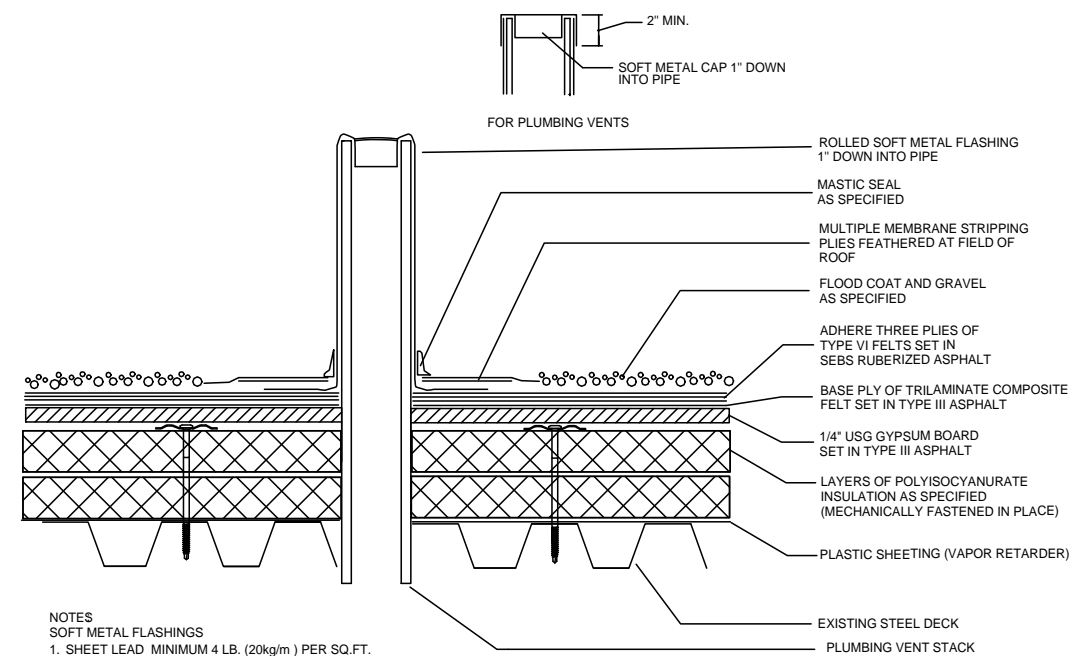
BUILDING:  
ADMINISTRATION AND MAINTENANCE FACILITY

LOCATION:  
SHEBOYGAN, WI

DRAWN BY EK	DATE DRAWN 02/04/2020	<b>R2.0</b>
APPROVED EK		

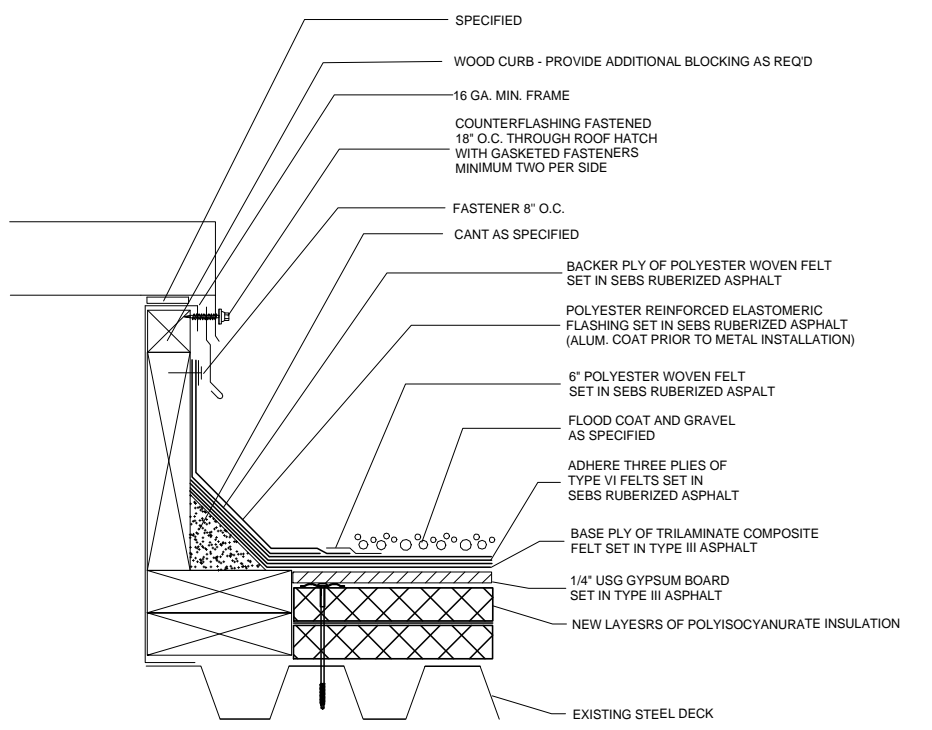


**#1** DRAIN DETAIL  
SCALE: NTS



NOTES  
SOFT METAL FLASHINGS  
1. SHEET LEAD MINIMUM 4 LB. (20kg/m) PER SQ.FT.  
2. SHEET COPPER MINIMUM 16 OZ. IF COPPER FLASHING IS INSTALLED OVER AN IRON OR STEEL PIPE, WRAP AN ASPHALT COATED ROOFING FELT TO PREVENT DIRECT CONTACT BETWEEN TWO DISSIMILAR METALS.

**#2** VENT STACK DETAIL  
SCALE: NTS



**#3** CURB EQUIPMENT FLASHING DETAIL  
SCALE: NTS

REVISIONS	No.	DATE	BY

LEGEND:

- INTERNAL DRAIN
- CURB MOUNTED EQUIPMENT
- HOT PIPE
- PLUMBING VENT
- RAIL MOUNTED EQUIPMENT
- ROOF VENT
- ACCESS HATCH

**TREMCO**  
An RPM Company

CUSTOMER:  
CITY OF SHEBOYGAN / SHORELINE METRO TRANSIT

BUILDING:  
ADMINISTRATION AND MAINTENANCE FACILITY

LOCATION:  
SHEBOYGAN, WI

DRAWN BY: EK  
APPROVED: EK

DATE DRAWN: 11/10/2019

**R2.1**

## Federal Clauses

### Energy Conservation

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

### Clean Water

All Contracts and Subcontracts over \$100,000 Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

### Lobbying

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000 Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104- 65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non- Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

### Access to Records and Reports

Applicability – As shown below. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11). FTA does not require the inclusion of these requirements in subcontracts.

### **Bonding Requirements**

Applicability – For those construction or facility improvement contracts or subcontracts exceeding \$100,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:

- (1) 50% of the contract price if the contract price is not more than \$1 million;
- (2) 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
- (3) \$2.5 million if the contract price is more than \$5 million.

d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

#### **Bid Bond Requirements (Construction)**

(a) Bid Security - A Bid Bond must be issued by a fully qualified surety company acceptable to (Recipient) and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved - In submitting this Bid, it is understood and agreed by bidder that the right is reserved by (Recipient) to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of (Recipient). It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of

(Recipient), shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by (Recipient) as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense (Recipient) for the damages occasioned by default, then the undersigned bidder agrees to indemnify (Recipient) and pay over to (Recipient) the difference between the bid security and (Recipient's) total damages, so as to make (Recipient) whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

#### Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

##### (a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).
2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

##### (b) Payment bonds

1. The penal amount of the payment bonds shall equal:
  - (i) Fifty percent of the contract price if the contract price is not more than \$1 million.
  - (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
  - (iii) Two and one half million if the contract price is more than \$5 million.
2. If the original contract price is \$5 million or less, the (Recipient) may require additional protection as required by subparagraph 1 if the contract price is increased.

#### Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the (Recipient's) interest.

##### (a) The following situations may warrant a performance bond:

1. (Recipient) property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
2. A contractor sells assets to or merges with another concern, and the (Recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
3. Substantial progress payments are made before delivery of end items starts.
4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).

2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (Recipient's) interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:

(i) Fifty percent of the contract price if the contract price is not more than \$1 million;

(ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(iii) Two and one half million if the contract price is increased.

#### Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The (recipient) shall determine the amount of the advance payment bond necessary to protect the (Recipient).

#### Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The (recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

#### Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to (Recipient), the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by (Recipient), free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the [Project Manager], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by (Recipient) and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to (Recipient). As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to (Recipient) written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

## **Federal Changes**

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

## **Recycled Products**

All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

## **Clean Air**

- 1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.
- 2) Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

## **No Government Obligation to Third Parties**

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## **Program Fraud and False or Fraudulent Statements or Related Acts**

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## **Termination**

Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined

that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work. Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses. If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is

determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract closeout costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

### **Government Wide Debarment and Suspension (Non Procurement)**

Applicability – Contracts over \$25,000

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **Contracts Involving Federal Privacy Act Requirements**

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

## **Civil Rights Requirements**

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)  
The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Sec. 303 of the Age Discrimination Act (1975), as amended, 42 USC 6102, Sec. 202 of the Americans with Disabilities Act (1990), 42 USC 12132, and 49 USC 5332, contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. Contractor shall also comply with applicable Federal implementing regulations and other requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 USC 2000e, and 49 USC 5332, contractor shall comply with all applicable equal employment opportunity requirements of USDOL, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, USDOL," 41 CFR 60 et seq., (implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC 2000e), and any applicable Federal statutes, executive orders, regulations, and policies that may in the future affect construction activities undertaken in the course of the project. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, contractor shall comply with any implementing requirements FTA may issue.

(b) Age - In accordance with Sec. 4 of the Age Discrimination in Employment Act (1967), as amended, 29 USC 623 and 49 USC 5332, contractor shall refrain from discrimination against present and prospective employees for reason of age. Contractor shall also comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with Sec. 102 of the Americans with Disabilities Act (ADA), as amended, 42 USC 12112, contractor shall comply with the requirements of US Equal Employment Opportunity Commission (EEOC), Regulations to Implement Equal Employment Provisions of the Americans with Disabilities Act, 29 CFR 1630, pertaining to employment of persons with disabilities. Contractor shall also comply with any implementing requirements FTA may issue.

(3) Contractor shall include these requirements in each subcontract financed in whole or in part with FTA assistance, modified only if necessary to identify the affected parties.

## **Breaches and Dispute Resolution**

All contracts over \$100,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the recipient or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

### **Patent and Rights Data**

Research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual, or to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Contracts Involving Experimental, Developmental or Research Work.

A. Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work: (1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications and related information. The term "subject data" does not include financial reports, cost analyses and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added: (a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution. (b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party. 1. Any subject data developed under that contract, whether or not a copyright has been obtained; and 2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA. (c) When FTA awards Federal assistance for experimental, developmental or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the

copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c) , however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects. (d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save and hold harmless the Federal Government, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights or right of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government. (e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent. (f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c) and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work. (g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental or research work financed in whole or in part with Federal assistance provided by FTA. (3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401. (4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - The following requirements apply to each contract involving experimental, developmental or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental or research work financed in whole or in part with Federal assistance provided by FTA.

### **Disadvantaged Business Enterprise**

Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
- b. The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. If a separate contract goal has been established, Bidders/offers are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
- d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 10 working days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 10 working days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 10 working days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.
- f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

### **Incorporation of Federal Transit Administration (FTA) Terms**

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

### **Other Federal Requirements**

The following requirements are not federal clauses.

### **Full and Open Competition**

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

### **Prohibition Against Exclusionary or Discriminatory Specifications**

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

### **Conformance with ITS National Architecture**

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

### **Access Requirements for Persons with Disabilities**

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

### **Notification of Federal Participation**

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

### **Interest of Members or Delegates to Congress**

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

### **Ineligible Contractors and Subcontractors**

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

### **Other Contract Requirements**

To the extent not inconsistent with foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

### **Compliance with Federal Regulations**

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated

from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

### **Real Property**

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 29 CFR 18.31, 49 CFR 24 Subpart B, FTA Circular 5010.1D, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

### **Access to Services for Persons with Limited English Proficiency**

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

### **Environmental Justice**

The Recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

### **Environmental Protections**

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

### **Geographic Information and Related Spatial Data**

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

### **Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only**

Non Federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

### **Catalog of Federal Domestic Assistance (CFDA) Identification Number**

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award

identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

**CFDA number for the Federal Transportation Administration**

A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

## **Federal Certifications**

**CERTIFICATION AND RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_, hereby certify  
(Name and title of official)

On behalf of \_\_\_\_\_ that:  
(Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

*This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.*

*The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.*

Name of Bidder/Company Name \_\_\_\_\_

Type or print name \_\_\_\_\_

Signature of authorized representative \_\_\_\_\_ Date \_\_/\_\_/\_\_

Signature of notary and SEAL \_\_\_\_\_

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

*49 CFR Part 29, Executive Orders 12549, 12689, and 31 U.S.C.6101 (Contracts over \$25,000)*

**Background and Applicability**

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327). The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

**Suspension and Debarment**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contractor \_\_\_\_\_  
Signature of Authorized Official \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
Name and Title of Contractor's Authorized Official \_\_\_\_\_

**BUY AMERICA CERTIFICATION**  
**(STEEL OR MANUFACTURED PRODUCTS)**  
[61 FR 6302, Feb. 16, 1996, as amended at 74 FR 30239, June 25, 2009]

General Requirement (as stated in 49 CFR 661.5)

(a) Except as provided in 49 CFR 661.7 and 49 CFR 661.11, no funds may be obligated by FTA for a grantee project unless all iron, steel, and manufactured products used in the project are produced in the United States.

(b) All steel and iron manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.

(c) The steel and iron requirements apply to all construction materials made primarily of steel or iron and used in infrastructure projects such as, transit or maintenance facilities, rail lines, and bridges. These items include, but are not limited to, structural steel or iron, steel or iron beams and columns, running rail and contact rail. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured products or rolling stock, or to bimetallic power rail incorporating steel or iron components.

(d) For a manufactured product to be considered produced in the United States:

(1) All of the manufacturing processes for the product must take place in the United States; and

(2) All of the components of the product must be of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents.

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

Certificate of **Compliance** with Buy America Requirements.

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Company \_\_\_\_\_  
Name \_\_\_\_\_ Title \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Certificate of **Non-Compliance** with Buy America Steel or Manufactured Products Requirements The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

Company \_\_\_\_\_  
Name \_\_\_\_\_ Title \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

"General Decision Number: WI20200016 04/17/2020

Superseded General Decision Number: WI20190016

State: Wisconsin

Construction Type: Building

Counties: Calumet, Outagamie, Sheboygan and Winnebago  
Counties in Wisconsin.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/03/2020
1	01/24/2020
2	01/31/2020
3	03/06/2020
4	04/17/2020

ASBE0205-010 06/01/1998

Rates                      Fringes

Asbestos Removal  
worker/hazardous material  
handler

Includes preparation,  
wetting, stripping,  
removal, scrapping  
vacuuming, bagging and  
disposing of all  
insulation materials from  
mechanical systems whether  
they contain asbestos or

not.....\$ 16.56 3.10

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 BOIL0107-001 01/01/2017

	Rates	Fringes
BOILERMAKER		
Boilermaker.....	\$ 35.65	29.89
Small Boiler Repair (under 25,000 lbs/hr).....	\$ 26.91	16.00

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 BRWI0011-003 06/03/2019

	Rates	Fringes
BRICKLAYER		
Bricklayer, Cement Mason, Plasterer, Tile Layer.....	\$ 34.18	23.90

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 CARP0252-001 06/01/2016

	Rates	Fringes
CARPENTER (Including Drywall Hanging, Acoustical work, Excluding Batt Insulation)		
CARPENTER & SOFT FLOOR LAYER.....	\$ 33.56	18.00
MILLWRIGHT.....	\$ 35.08	18.35
PILEDRIVERMAN.....	\$ 34.12	18.00

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 ELEC0494-003 06/01/2019

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 20.53	18.13
Technician.....	\$ 30.18	19.58

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillon, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

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 ELEC0494-012 01/01/2020

CALUMET (New Holstein Twp.) & SHEBOYGAN COUNTIES

Rates	Fringes
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ELECTRICIAN.....\$ 34.99 22.31  
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ELEC0577-002 06/01/2019

CALUMET (Except Township of New Holstein), OUTAGAMIE, AND WINNEBAGO COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 33.15	28.50%+10.00

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ENGI0139-002 06/03/2019

	Rates	Fringes
OPERATOR: Power Equipment		
Group 1.....	\$ 41.52	22.45
Group 2.....	\$ 40.27	22.45
Group 3.....	\$ 38.97	22.45
Group 4.....	\$ 38.44	22.45
Group 5.....	\$ 36.37	22.45
Group 6.....	\$ 34.84	22.45

HAZARDOUS WASTE PREMIUMS:  
 EPA Level "A" Protection: \$3.00 per hour  
 EPA Level "B" Protection: \$2.00 per hour  
 EPA Level "C" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of over 100 tons; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) weighing 130,000 lbs & over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) weighing under 130,000 lbs; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs; Over 46 meter Concrete Pump.

GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete Pumps 46 meter & under; Grout Pumps; Rotec Type Machine; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic

and Welder; Off Road Maaerial Haulers

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweepers; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freeze Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3"; Compressors, under 400 CFM; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

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IRON0008-001 06/01/2019

	Rates	Fringes
IRONWORKER.....	\$ 35.07	27.62

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

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LABO0330-004 06/03/2019

	Rates	Fringes
Asbestos Abatement/Hazardous Waste (Preparation, removal and Encapsulation of hazardous materials from non-mechanical systems).....	\$ 27.97	17.46
Laborer, General.....	\$ 28.27	17.46

NOTE: Mason Tender \$.25 over general laborer.

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PAIN0802-008 06/01/2019

	Rates	Fringes
PAINTER		
Brush, Drywall Taper.....	\$ 30.93	18.58

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PAIN1204-001 06/01/2017

Rates	Fringes
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GLAZIER.....\$ 28.34 19.65

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 PLUM0400-001 06/04/2018

	Rates	Fringes
PLUMBER/PIPEFITTER (Including HVAC work)		
(1) Small buildings (except industrial and power plants) where plumbing or heating is \$50,000 or less.....	\$ 32.15	17.57
(2) All other work.....	\$ 36.74	19.06

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 \* SFWI0669-002 04/01/2020

	Rates	Fringes
SPRINKLER FITTER.....	\$ 42.38	24.89

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 SHEE0018-025 06/01/2019

CALUMET & SHEBOYGAN COUNTIES

	Rates	Fringes
Sheet Metal Worker (Including HVAC duct work and Technician)...	\$ 32.98	25.35

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 SHEE0018-029 06/01/2018

OUTAGAMIE AND WINNEBAGO COUNTIES

	Rates	Fringes
Sheet Metal Worker (Including HVAC duct work and Technician)...	\$ 33.56	25.21

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 TEAM0662-001 06/01/2019

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 29.57	22.03
3 or more Axles.....	\$ 29.72	22.03

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 SUWI2002-013 01/23/2002

	Rates	Fringes
Asbestos Worker/Heat and Frost Insulator.....	\$ 25.36	8.37
Laborers:		
Concrete Worker.....	\$ 16.34	3.59
Landscape.....	\$ 8.73	4.90
ROOFER.....	\$ 18.01	3.28
Tile & Marble Finisher.....	\$ 13.89	8.36

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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 Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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 The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that

no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor

200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

III

Res. No. \_\_\_\_\_ - 20 - 21. By Alderpersons Wolf and Sorenson.  
June 15, 2020.

A RESOLUTION authorizing the appropriate City officials to enter into a State/Municipal Agreement for the Shoreline Metro CMAQ bus purchase project.

WHEREAS, Res. No. 46-16-17 was adopted on July 5, 2016, supporting the request by the Wisconsin Department of Transportation to transfer \$1,440,000 of Federal Congestion Mitigation and Air Quality (CMAQ) funds from the Federal Highway Administration to the Federal Transit Administration on behalf of the City of Sheboygan to fund 80% of the cost of purchase of fixed route revenue buses; and

WHEREAS, on June 18, 2019, the Sheboygan Transit Commission authorized the Director of Transit and Parking to apply for bus replacement funding through four (4) grant programs in 2020 in accordance with the 2020-2024 Capital Improvements Program for the City of Sheboygan.

NOW, THEREFORE, BE IT RESOLVED: That the Director of Transit and Parking is hereby authorized to enter into the attached State/Municipal Agreement for the Shoreline Metro CMAQ bus purchase project.

*Transit*

\_\_\_\_\_  
\_\_\_\_\_

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



**STATE/MUNICIPAL AGREEMENT  
FOR A LOCALLY LET CMAQ  
PROJECT**

Program Name: Congestion Mitigation and  
Air Quality Improvement (CMAQ)  
Sub-program #: 211

Date: **June 3, 2020**

I.D.: **4996-26-01**

Project Title: **Shoreline Metro Public Transit  
System, Purchase of Revenue Rolling Stock**

Location/Limits (as applicable): **City of  
Sheboygan**

County: **Sheboygan**

Project Length (if applicable): **N/A**

Counties Served: **Sheboygan**

Project Sponsor: **City of Sheboygan**

Sponsor County: **Sheboygan**

MPO Area: **Sheboygan**

The signatory, City of Sheboygan, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the transportation project hereinafter described.

23 U.S.C. 149 and Wis. Stat. 85.245 authorize the State to administer a program for the distribution of federal funds for congestion mitigation and air quality improvement projects.

The authority for the Project Sponsor to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

**NEEDS AND ESTIMATE SUMMARY:**

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Project Sponsor agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Proposed Project - Nature of work: **The condition of the existing fleet of fixed route buses is diminishing quickly and requires replacement. The Shoreline Metro fleet of 2003 and 2005 Gillig buses do not have the mandated emissions controls with Diesel Exhaust Fluid (DEF) systems.**

Need for or Benefits of Project – summarize reasons for request: **Shoreline Metro seeks to purchase five (5) 35' fixed route, heavy duty buses.**

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Project Sponsor. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal and state requirements: **None**

The Project Sponsor agrees to the following FY 2020-2024 CMAQ Program project funding conditions:

The subject project is funded with 80% federal funding up to a maximum of **\$1,840,000** for all federal/state-funded project phases when the Project Sponsor agrees to provide the remaining 20% and all funds in excess of the **\$1,840,000** federal/ funding maximum, in accordance with CMAQ program guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

The project is subject to a discretionary DBE goal assessment. A completion deadline of June 30, 2026. The Catalogue of Federal Domestic Assistance (CDFA) number for this project is 20.205 – Highway Planning and Construction.

SUMMARY OF COSTS					
PHASE	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
ID 4996-26-01					
Shoreline Metro Service Bus Purchase	\$2,300,000	\$1,840,000	80%*	\$460,000	20%*
<b>Total Est. Cost Distribution</b>	<b>\$2,300,000</b>	<b>\$1,840,000</b>	<b>MAX</b>	<b>\$460,000</b>	<b>N/A</b>

\*This project has a CMAQ federal/earmark funding maximum of \$1,840,000. This maximum is cumulative for all federally funded project phases.

This request is subject to the terms and conditions that follow (pages 2 - 9) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and in behalf of City of Sheboygan _____ (please sign in blue ink)		
_____	_____	_____
Name (print)	Title (print)	Date
Signed for and in behalf of the State _____ (please sign in blue ink)		
_____	_____	_____
Name	Title	Date

## GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging. Authorization is required for each separate project phase or ID.
3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation*. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
  - a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.).
  - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition, the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
  - c. All DBE requirements that the State specifies.
  - d. Federal and state statutes that govern the CMAQ Program, including but not limited to 23 U.S.C. 149 and Wis. Stat. 85.245.
4. Additional applicable state and federal requirements may include, but are not limited to, the following:
  - a. Prevailing wage requirements, including but not limited to 23 U.S.C. 113 and Wis. Stat. 103.50.
  - b. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
  - c. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. 84.06.

## STATE RESPONSIBILITIES AND REQUIREMENTS:

5. Funding of the project is subject to inclusion in Wisconsin's approved CMAQ program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
  - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
  - b. Storm sewer mains necessary for the surface water drainage.
  - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.

- d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
- e. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.
- f. New installations or alteration of street lighting and traffic signals or devices.
- g. Landscaping.
- h. Preliminary Engineering:
- i. State Review Services.
- j. Other CMAQ items: **Purchase of five (5) 35-foot buses**

6. State Disbursements:

- a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of vouchers for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the State.
- b. A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

**PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:**

- 7. Work necessary to complete the subject CMAQ project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.
  - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
  - c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
  - d. Conditioning, if required and maintenance of detour routes.
  - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
  - f. All work related to underground storage tanks and contaminated soils.
  - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
  - h. Other 100% Project Sponsor funded items:
- 8. The work eligible for Federal and State participation will be administered by the Project Sponsor.
- 9. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. 84.06. Where applicable, all

contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.

10. The improvement will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the project sponsor unless such exception is granted.
11. Work to be performed by the Project Sponsor without federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
12. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
13. The project is subject to a discretionary DBE goal assessment.
14. The Project Sponsor will not proceed with any contract revisions without first receiving prior approval from the State. A contract change order must be executed for revisions to the contract prior to the Project Sponsor's request for reimbursement for the revisions.
15. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.
16. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
17. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.
18. Federal Single Audits of the Project Sponsor:
  - a. The Project Sponsor shall have a single organization audit performed by a qualified independent auditor if required to do so under Federal law and regulations. (See Federal Office of Management and Budget (OMB) Circular No. 2 CFR 200).
  - b. This audit shall be performed in accordance with federal OMB Circular No 2 CFR 200 and State single audit guidelines issued by the Wisconsin Department of Administration (DOA).
  - c. The Project Sponsor will keep records of costs of construction, inspection tests, and maintenance done by it to enable the Federal Government and the State to review the amount and nature of the expenditure for those purposes. Such accounting records and any other related records shall be retained for three years from the date of final payment. If any litigation, claim, or audits are started before the expiration of the three year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved.
19. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S. 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual

orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.

20. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.

21. When applicable to the project, the Project Sponsor will at its own cost and expense:

- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure for such maintenance through statutory requirements in a manner consistent with reasonable industry standards and will make ample provision for such maintenance each year. The Project Sponsor will ensure that facilities are available in all weather conditions, including clearing snow from sidewalks and multi-use trails.
- b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
- c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
- d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
- e. Provide relocation orders and real estate plats and easements, as required by the project.
- f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- g. Provide maintenance and energy for lighting.
- h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

22. It is further agreed by the Project Sponsor that:

- a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the State and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this State/Municipal Agreement.
- b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.

- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
23. The subject project must be completed by June 30, 2027 and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. WisDOT may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

#### **LEGAL RELATIONSHIPS:**

24. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this agreement.

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under section 779.14 Wis. Stats. (1997 - 98).
  - b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.
25. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29,

certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
  - b. Have not, within a three year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above;
  - d. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default; and
  - e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are presently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, state or local transaction by any Federal, State or local department, agency or official.
26. Contract Modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
27. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.
28. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.
29. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

#### **PROJECT FUNDING CONDITIONS**

30. Non-Appropriation of Fund: With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
31. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

Records pertaining to the performance of the State/Municipal Agreement are subject to disclosure pursuant to Wis. Stats. Sec. 19.31 et seq., and shall be preserved by the Project Sponsor.

32. The Project Sponsor agrees to the following FY 2020-2024 CMAQ program project funding conditions:

- a. ID 4996-26-01: Purchase of five (5) 35 foot buses is funded with 80% federal/earmark funding when the Project Sponsor agrees to provide the remaining 20%. These costs are subject to the cumulative project federal/earmark funding cap.
- b. The maximum participation of federal/ earmark funding will be limited to 80% of the actual eligible project cost or the total cost distribution of CMAQ program funds shown on page 2 of this State/Municipal Agreement, whichever is less. The project federal/earmark funding maximum of \$1,840,000 is cumulative for all federal/ earmark funded project phases.

[End of Document]

VIII

R. C. No. \_\_\_\_\_ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE. June 15, 2020.

Your Committee to whom was referred Res. No. 30-20-21 by Alderpersons Wolf and Donohue authorizing the appropriate City officials to execute the First Amendment of Development Agreement between Oscar Apartments LLC and the City of Sheboygan with regard to the development adjacent to South 15<sup>th</sup> Street; recommends adopting the Resolution.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

III


4.2

Res. No. 30 - 20 - 21. By Alderpersons Wolf and Donohue.  
June 1, 2020.

A RESOLUTION authorizing the appropriate City officials to execute the First Amendment of Development Agreement between Oscar Apartments LLC and the City of Sheboygan with regard to the development adjacent to South 15th Street.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the First Amendment of Development Agreement between Oscar Apartments LLC and the City of Sheboygan, a copy of which is attached hereto and incorporated herein.

FAP

  
\_\_\_\_\_  
\_\_\_\_\_

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

**FIRST AMENDMENT OF  
DEVELOPMENT AGREEMENT  
BETWEEN  
OSCAR APARTMENTS LLC  
AND THE CITY OF SHEBOYGAN**

**THIS FIRST AMENDMENT OF DEVELOPMENT AGREEMENT** (the “First Amendment”), made this \_\_\_\_ day of \_\_\_\_\_, 2020, is by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, with its principal offices located at 828 Center Avenue, Sheboygan, WI 53081 (hereinafter “City”), and Oscar Apartments LLC, a Missouri limited liability company with its principal offices located at 8451 Maryland Avenue, St. Louis, MO 63105 (hereinafter “Developer”). To the extent that the terms and conditions of this First Amendment conflict with or contradict the terms and conditions of the Development Agreement, the terms of this First Amendment shall supersede and control.

**RECITALS**

WHEREAS, Developer and the City have entered into a Development Agreement dated as of January 2, 2020, hereinafter referred to as “the Development Agreement.”

WHEREAS, in light of updated modifications to Developer’s development program, changes to Developer’s financing structure during construction, analysis provided to Developer by Ehlers & Associates relative to TID revenue forecasts, and unanticipated difficulties negotiating a transfer of property from the Union Pacific Railroad for trail purposes, Developer and City desire to further modify and amend the Redevelopment Agreement.

NOW, THEREFORE, in consideration of mutual covenants and agreements and good and valuable consideration, the delivery and receipt of which is hereby acknowledged by and between Developer and City, the parties do hereby agree to amend the Development Agreement as follows:

1. Recitals.

The second recital is hereby amended to read as follows:

“The Developer proposes to build a 240-unit multi-family development targeted at providing rental housing units to the City.”

2. Article I.

a. The definition of “Development” is hereby amended to read as follows:

“*Development*” means the overall construction of an approximately 305,000 square foot multi-family apartment complex consisting of three

residential buildings with between 230 and 250 units and appurtenant buildings adjacent to S. 15<sup>th</sup> Street.

- b. The definition of “Project” is hereby amended to read as follows:

“*Project*” means the development proposed by Developer herein for construction of a new multi-family apartment complex consisting of four buildings and 240 units, located on the property described on Exhibit “A” (the “Property”).

3. Article II.

Section 2.1 is hereby amended to read as follows:

2.1 Project Overview. The Project consists of the construction of new multi-family buildings of approximately 305,000 square foot at a total estimated cost of \$45,000,000 with associated parking located on the property described on Exhibit “A” and pursuant to the plans in Exhibit “B.” Construction is to commence in approximately August 2020 and completed for opening by December 1, 2021. Cost for this construction is estimated to be \$45,000,000.

4. Article III.

Section 3.1 is hereby amended to read as follows:

3.1 Construction Schedule. Unless the parties agree in writing to a change, the construction schedule for the Project will be carried out as follows:

Site Plan Approval:	completed
Creation of TID:	completed
Issuance of the Building Permits:	July 1, 2020
Start Construction:	August 1, 2020
Substantial Completion:	December 1, 2021

Section 3.2 is hereby amended to read as follows:

3.2 Default. Failure to substantially complete construction of the Project by March 30, 2022 is an event of default pursuant to Section 10.1(A) of this Agreement.

5. Article VI.

- a. Section 6.1 is hereby amended to read as follows:

6.1 Development Incentives. Upon completion, the Property shall be assessed, assuming net operating income at a 6.75% capitalization rate. After the

assessed real estate property value of the project has exceeded a minimum of \$29,000,000 in incremental value, the City agrees to provide to the Developer each year for a maximum period of sixteen (16) years an annual incentive payment, in a total principal sum not to exceed \$7,250,000 as an inducement to Developer for the development of the Project. The annual incentive payments shall be calculated and provided to the Developer as follows:

Each year for a maximum period of sixteen (16) years, commencing in 2023 and ending in 2038, the City will pay to the Developer a development performance incentive payment in an amount equal to 65% of the Tax Increment Revenue received by the City with respect to the Property in that year, minus a fee for the City's administrative costs in the amount of the greater of either (i) \$5,000 or (ii) 1.5% the developer performance incentive payment. Said payment is conditioned upon either (i) the Tax Incremental Value of the Project being in excess of \$29,000,000 in respect to the real property upon which the Project is situated in that year, or (ii) the Developer having made payment of any and all tax increment deficiencies as defined in Section 5.5 herein. Provided sufficient Tax Revenue is available, the anticipated minimum amount of development performance incentive payments to be made each year is contained in "Exhibit C," which is attached hereto and made a part of this First Amendment. However, any variance or disagreement about the amounts to be paid shall be determined solely based on the language of this Section; Exhibit C is intended simply as a description of the anticipated minimum payments.

The terminology "real Property upon which the Project is situated" is used in this Section to make it clear only real property and not personal property shall be included in determining the Tax Increment Revenue. The City shall make the payment due to the Developer, if any, under this Section 5.1 no later than September 30 of each year, commencing in 2023. Payment by the City of the annual incentive will only be made if the Developer has paid current year property taxes (real and personal) to the City in full. Said payments are in no way tied to future property tax payments and do not provide any future tax break, nor do they refund already paid taxes. The development incentives payable under this section are subject to adjustment as provided herein.

b. Section 6.3 is hereby amended to read as follows:

6.3 Off-Site Public Improvements. The City shall in good faith negotiate for the purchase of such real property owned by Union Pacific Railroad Company situated in the City of Sheboygan, Sheboygan County, State of Wisconsin, between Milepost 148.2 and Milepost 149.5 of Union Pacific's former Sheboygan Passenger Line, and abandonment of Union Pacific's common carrier

obligations with regard to such property. This negotiation shall be for the purpose of obtaining the necessary land to create and construct a recreational trail extending from Georgia Avenue to Union Avenue along the Union Pacific Railway right-of-way. Said land purchase shall be in accordance with and subject to the National Trails System Act, 16 U.S.C. §1247(d), and the terms and conditions contained in a decision to be served by the Surface Transportation Board. Within six months after purchase of the property, abandonment of Union Pacific's obligations related to the property, and removal of all tracks, the City shall (i) at its sole cost and expense have prepared and paid for the cost of engineering and construction plans and specifications for an off-site recreational trail extending from Georgia Avenue to Union Avenue along the Union Pacific Railway right-of-way and (ii) contract for and install, maintain, repair, and replace said recreational trail. The City shall ensure that construction of the trail shall commence no later than the later of five (5) years after substantial completion of the project or five (5) years after obtaining title to the Union Pacific property, and that the trail shall be installed, maintained, and repaired in a good and workmanlike manner in accordance with sound engineering practices and in compliance with the Zoning Code and all other applicable laws, ordinances, regulations and requirements.

6. Article VII.

Section 7.1(a) is hereby amended to read as follows:

(A) The new 305,000 square foot multi-family development shall be completed in phases with final completion on or before December 1, 2021.

7. Exhibit B. Exhibit B is hereby replaced with the document attached to this First Amendment as "New Exhibit B."

8. Exhibit C. Exhibit C is hereby made a part of the Agreement.

**SIGNATURE PAGE FOR FIRST AMENDMENT  
OF DEVELOPMENT AGREEMENT**

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment of Development Agreement as of the date first above written.

**CITY OF SHEBOYGAN, WISCONSIN**

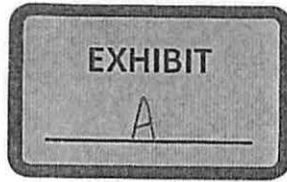
**BY:** \_\_\_\_\_  
Michael Vandersteen, Mayor

**ATTEST:** \_\_\_\_\_  
Meredith DeBruin, City Clerk

**OSCAR APARTMENTS LLC**

**BY:** \_\_\_\_\_  
Philip Hulse, Manager

This document authorized by and in accordance with Res. No. \_\_\_\_-20-21.



LEGAL DESCRIPTION

Part of the West One-half (1/2) of the Southeast One-quarter (1/4) of Section Twenty-seven (27), in Township Fifteen (15) North, Range Twenty-three (23) East, in the City of Sheboygan, Sheboygan County, Wisconsin, more particularly described as: Commencing at the intersection of the South line of Block 300 of the Original Plat of the City of Sheboygan (which is also identified in a Plat of Survey dated May 8, 2006 as the North line of the Southeast . of Section 27) and the Easterly line of South 15th Street; thence South 88° 25' 00" West along the South line of said Original Plat 20.00 feet to the point of beginning; thence continuing South 88° 25' 00" West, 299.56 feet along the South line of said Block 300 extended and Block 301 (described in said May 8, 2006 Survey as South 88° 48' 05" West, 59.91 feet and then South 89° 08' 09" West, 227.88 feet) to a point which is 133.98 feet East of the Easterly line of South 16th Street; thence South 60 feet (described in said May 8, 2006 Survey as South 00° 11' 31" West 60.35 feet); thence West 131.85 feet parallel to the South line of said Block 301 (described in said May 8, 2006 Survey as South 89° 16' 10" West 131.90 feet) to a point in the Easterly line of South 16th Street; thence South 70 feet (described in said May 8, 2006 Survey as South 00° 11' 31" West 69.54 feet) along the Easterly line of said South 16th Street to the Northerly line of the vacated portion of said street; thence West 326 feet, more or less, parallel with the South line of said Block 301 (described in said May 8, 2006 Survey as South 88° 59' 20" West 325.11 feet) to the point in the East line of Grams Subdivision No. 1; thence South 429 feet along the East line of said Grams Subdivision No. 1 (described in said May 8, 2006 Survey as South 01° 03' 40" West 428.50 feet); thence East 35 feet (described in said May 8, 2006 Survey as South 88° 56' 20" East 35.00 feet); thence South 115 feet (described in said May 8, 2006 Survey as South 01° 04' 11" West 115.00 feet); thence West 35 feet (described in said May 8, 2006 Survey as North 88° 56' 20" West 35.00 feet) to the point in the East line of said Grams Subdivision No. 1; thence South along said East line 240 feet, more or less (described in said May 8, 2006 Survey as South 01° 03' 40" West 240.17 feet) to a point which is 270 feet North of the North line of Broadway Avenue; thence East 200 feet (described in said May 8, 2006 Survey as North 89° 29' 20" East 200.00

feet) parallel with the North line of Broadway Avenue; thence South 60 feet (described in said May 8, 2006 Survey as South 01° 04' 11" West 60.00 feet); thence East 80 feet (described in said May 8, 2006 Survey as North 89° 29' 20" East 80.00 feet) parallel with the North line of Broadway Avenue; thence South (described in said May 8, 2006 Survey as South 01° 04' 11" West) 189.23 feet to a point in the Northerly line of a parcel conveyed to the City of Sheboygan for the expansion of Broadway Avenue by Warranty Deed recorded as Document No. 1687705; thence North 85° 40' 26" East 63.59 feet along the Northerly line of Broadway Avenue; thence North 89° 29' 30" East 235.88 feet along said new Northerly line of Broadway Avenue to its intersection with the Westerly line of the main track right of way of the Chicago & Northwestern Railway; thence Northerly along said Westerly right of way line (described in said May 8, 2006 Survey as 779.45 feet along a curve to the left with a chord bearing North 19° 10' 30" East 776.97 feet and a radius of 2817.47 feet and thence North 11° 14' 58" East 384.98 feet) to a point 53.70 feet South of the South line of said Block 300 which point is the Southeast corner of Lot 1 of the Certified Survey Map recorded in Volume 9 of Certified Survey Maps, at Page 88, as Document No. 1199254; thence South 89° 53' 20" West 143.04 feet, of record, along the Southerly line of said Certified Survey Map (described in said May 8, 2006 Survey as North 89° 56' 41" West 143.17 feet) to the Southwest corner thereof; thence North (described in said May 8, 2006 Survey as North 00° 03' 33" West) 53.70 feet along the Westerly line of said Certified Survey Map to beginning, and including that portion of Vacated South 16th Street lying within said boundary description. Excepting therefrom those lands described in a Warranty Deed recorded on June 6, 2011, as Document No. 1925240.

Tax Key No. 59281513391

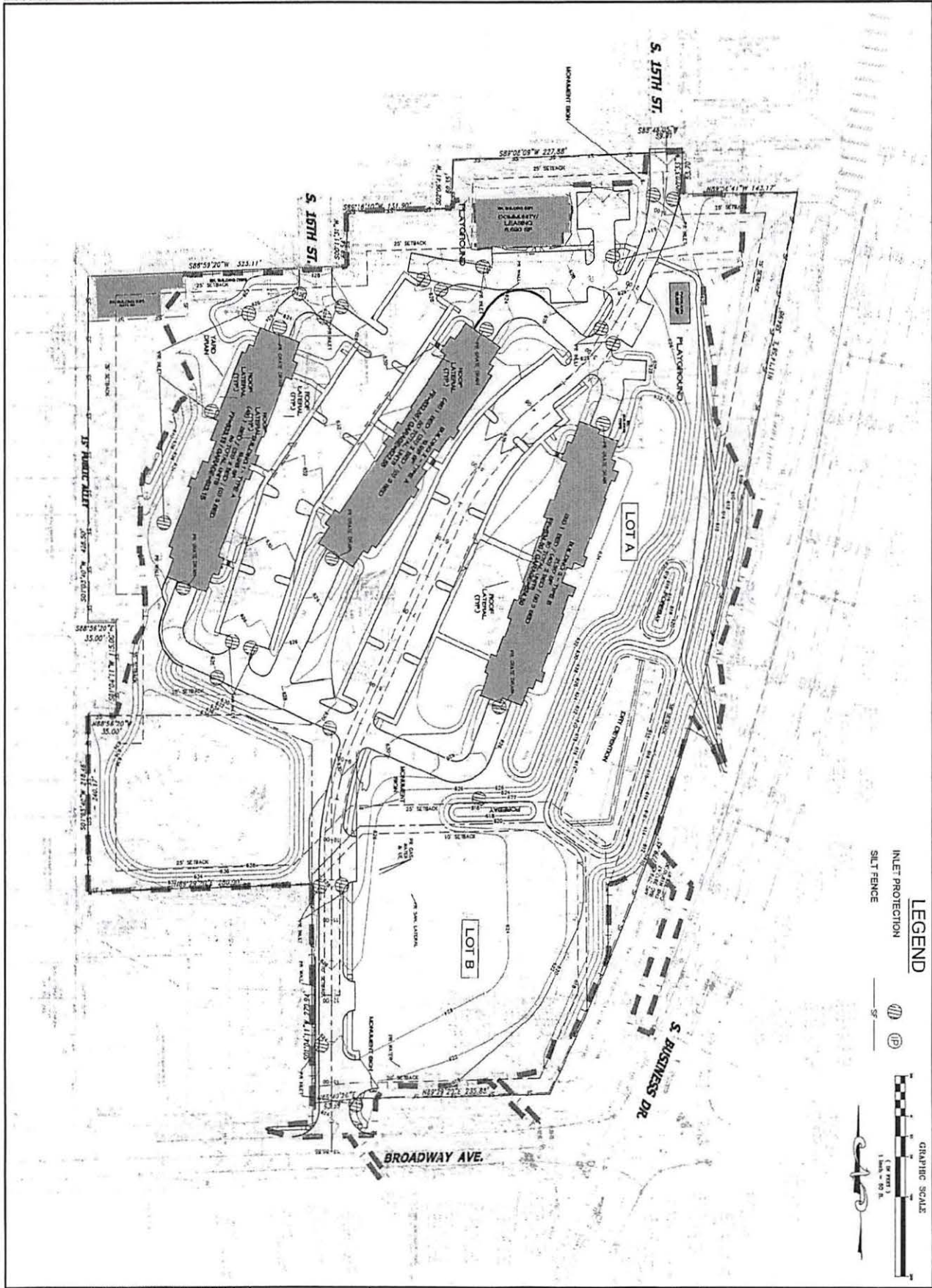
Address: 1436 South 15th Street, Sheboygan, WI 53082

Tax Key No. 59281513500

Address: 1440 South 16th Street, Sheboygan, WI 53082







**LEGEND**

INLET PROTECTION

SILT FENCE

GRAPHIC SCALE

1" = 100'

20

PROJECT TITLE  
EROSION CONTROL PLAN

DATE  
5/20/20

SCALE  
AS SHOWN

PROJECT NO.  
1436S15

REVISIONS:

1	WORKSHEET - SITE COMMENTS
2	WORKSHEET - ADD COMMENTS
3	WORKSHEET - REVISION
4	WORKSHEET - REVISION
5	WORKSHEET - REVISION
6	WORKSHEET - REVISION
7	WORKSHEET - REVISION
8	WORKSHEET - REVISION
9	WORKSHEET - REVISION
10	WORKSHEET - REVISION

DESIGNED BY: T. J. STOKES  
DRAWN BY: T. J. STOKES  
DATE: 5/20/20

PROJECT NO.: 1436S15

SCALE: AS SHOWN

DATE: 5/20/20

SITE PLAN FOR

**THE OSCAR**

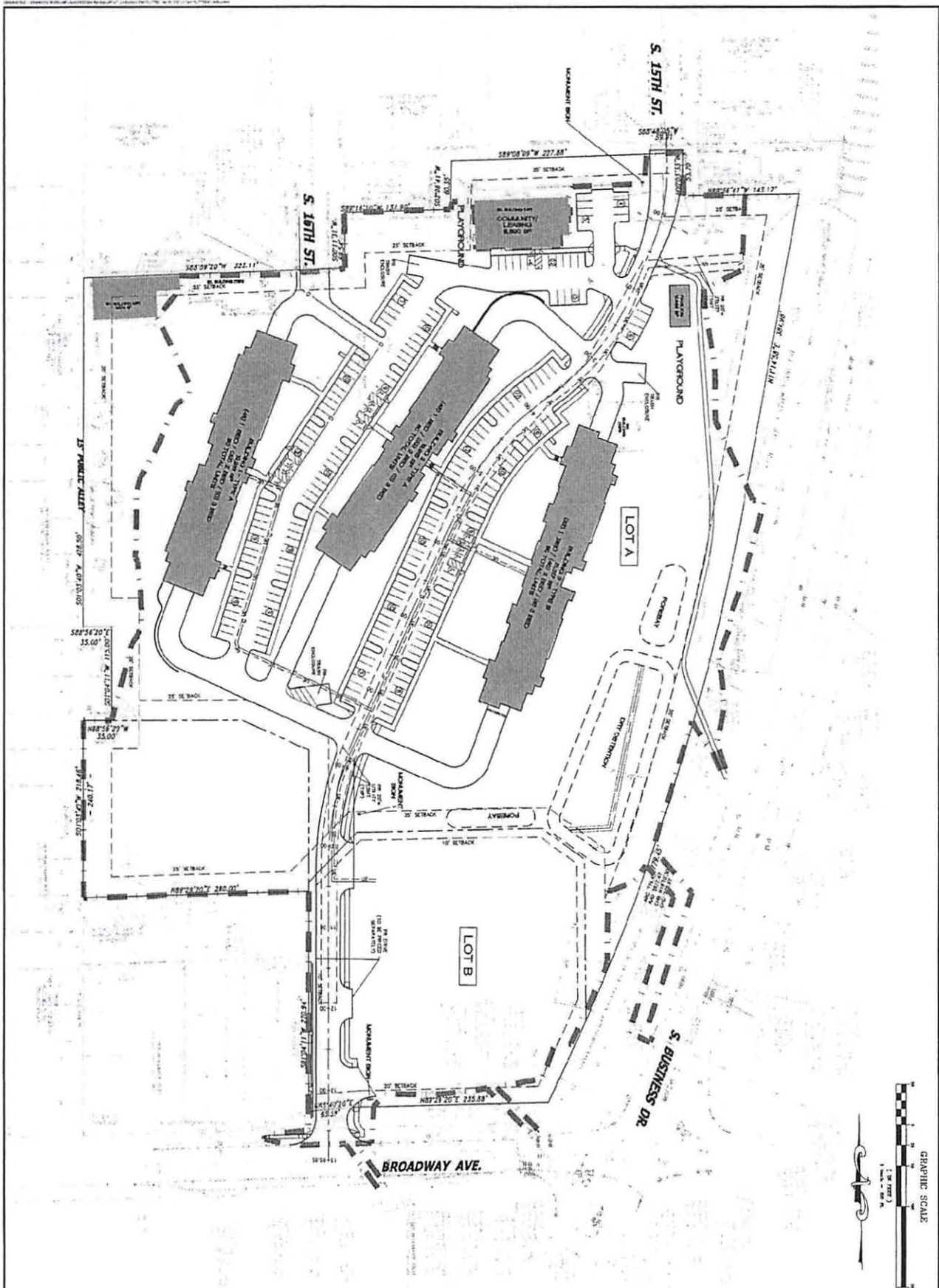
1436 SOUTH 15TH STREET

CITY OF SHEDYGAN  
WISCONSIN

**STOCK & ASSOCIATES**

Consulting Engineers, Inc.

207 Chestnut Ridge Parkway  
St. Louis, MO 63105 PH: 6330  
350-8100 FAX: 6330-8100  
E-MAIL: info@stock-assoc.com  
WWW: www.stock-assoc.com



3.0

GEOMETRIC PLAN

DATE: 11/11/11

NO.	DATE	BY	CHKD.	DESCRIPTION
1	11/11/11	ALM	ALM	PRELIMINARY PLAN
2	11/11/11	ALM	ALM	REVISIONS
3	11/11/11	ALM	ALM	REVISIONS
4	11/11/11	ALM	ALM	REVISIONS
5	11/11/11	ALM	ALM	REVISIONS
6	11/11/11	ALM	ALM	REVISIONS
7	11/11/11	ALM	ALM	REVISIONS
8	11/11/11	ALM	ALM	REVISIONS
9	11/11/11	ALM	ALM	REVISIONS
10	11/11/11	ALM	ALM	REVISIONS

REVISIONS:

1. LAYOUT - CIVIL CONSULTANT
2. 9/24/11 - JIM SMITH
3. REVISED - INTERIOR

DESIGNED BY: ALM

CHECKED BY: ALM

DATE: 11/11/11

PROJECT: THE OSCAR

1436 SOUTH 15TH STREET, WISCONSIN

SITE PLAN FOR

**THE OSCAR**

1436 SOUTH 15TH STREET

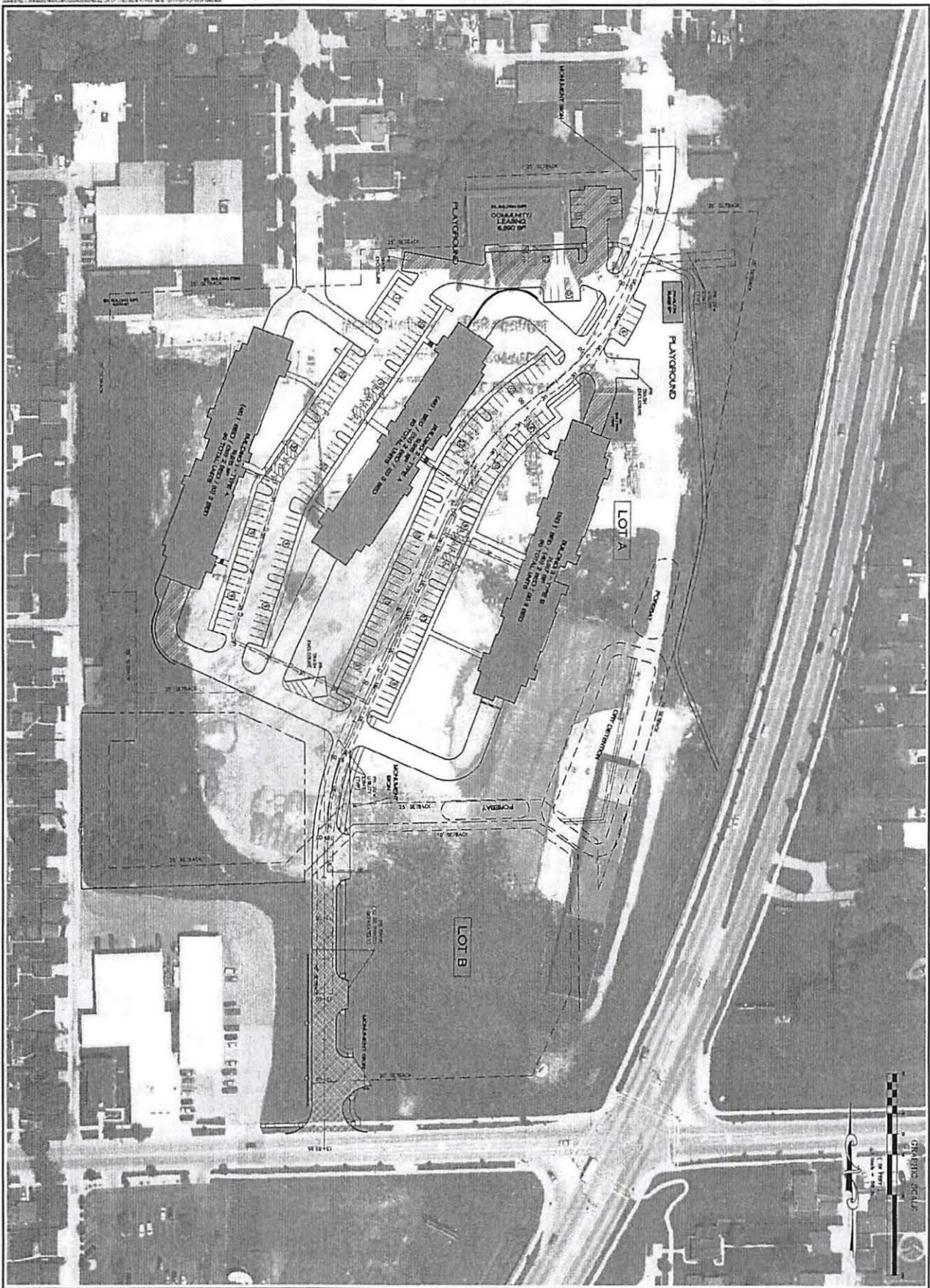
CITY OF SHEBOYGAN

WISCONSIN

**Stock & Associates**

Consulting Engineers, Inc.

227 Clearfield Business Parkway  
 St. Louis, MO 63103 PH: (630) 830-9000 FAX: (630) 356-9020  
 e-mail: stock@stockassoc.com Web: www.stockassoc.com



SHEET NO. **3.1**  
 GEOMETRIC  
 PLAN  
 WATERFALL

REVISIONS:  
 1. 1/24/18 - CIVIL COMMENTS  
 2. 1/24/18 - JIM SHENKITT  
 3. 1/24/18 - DESIGN

SITE PLAN FOR:  
**THE OSCAR**  
 1436 SOUTH 15TH STREET  
 CITY OF SHEBOYGAN  
 WISCONSIN

**STOCK & ASSOCIATES**  
 Consulting Engineers, Inc.

301 Chatterfield Business Parkway  
 St. Louis, MO 63103 PH: (314) 838-9100 FAX: (314) 838-9100  
 www.stockandassociates.com  
 Fax: www.stockandassociates.com

# City of Sheboygan

The Oscar Apartments - \$29M Value No Outparcel, City 35%

Tax Increment District # \_\_\_\_\_

## Tax Increment Projection Worksheet

Type of District	Rehabilitation	Base Value	\$37,710	
District Creation Date	January 1, 2019	Appreciation Factor	1.00%	<input type="checkbox"/> Apply to Base Value
Valuation Date	Jan 1, 2019	Base Tax Rate	\$24.87	
Max Life (Years)	27	Rate Adjustment Factor		
Expenditure Period/Termination	22   11/2041			
Revenue Periods/Final Year	27   2047			
Extension Eligibility/Years	Yes   3	Tax Exempt Discount Rate	2.50%	
Recipient District	Yes	Taxable Discount Rate	4.00%	

Construction Year	Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment	Tax Exempt NPV Calculation	Taxable NPV Calculation
1	2019	0	2020	0	0	2021	\$24.87	0	0
2	2020	17,490,660	2021	0	17,490,660	2022	\$24.87	434,980	394,070
3	2021	11,267,815	2022	174,907	28,663,382	2023	\$24.87	720,298	1,030,709
4	2022	0	2023	289,634	29,253,016	2024	\$24.87	727,501	1,658,030
5	2023	0	2024	292,530	29,545,546	2025	\$24.87	734,776	2,276,172
6	2024	0	2025	295,455	29,841,001	2026	\$24.87	742,124	2,885,267
7	2025	0	2026	298,410	30,139,411	2027	\$24.87	749,545	3,485,449
8	2026	0	2027	301,394	30,440,805	2028	\$24.87	757,040	4,076,848
9	2027	0	2028	304,408	30,745,214	2029	\$24.87	764,611	4,659,592
10	2028	0	2029	307,452	31,052,666	2030	\$24.87	772,257	5,233,909
11	2029	0	2030	310,527	31,363,192	2031	\$24.87	779,979	5,799,621
12	2030	0	2031	313,632	31,676,824	2032	\$24.87	787,779	6,357,154
13	2031	0	2032	316,768	31,993,592	2033	\$24.87	795,657	6,906,528
14	2032	0	2033	319,936	32,313,528	2034	\$24.87	803,614	7,447,862
15	2033	0	2034	323,135	32,636,664	2035	\$24.87	811,650	7,981,274
16	2034	0	2035	326,367	32,963,030	2036	\$24.87	819,766	8,506,881
17	2035	0	2036	329,630	33,292,661	2037	\$24.87	827,964	9,024,795
18	2036	0	2037	332,927	33,625,587	2038	\$24.87	836,244	9,535,130
19	2037	0	2038	336,256	33,961,843	2039	\$24.87	844,606	10,037,997
20	2038	0	2039	339,618	34,301,462	2040	\$24.87	853,052	10,533,505
21	2039	0	2040	343,015	34,644,476	2041	\$24.87	861,583	11,021,761
22	2040	0	2041	346,445	34,990,921	2042	\$24.87	870,198	11,502,873
23	2041	0	2042	349,909	35,340,830	2043	\$24.87	878,900	11,978,943
24	2042	0	2043	353,408	35,694,238	2044	\$24.87	887,689	12,444,078
25	2043	0	2044	356,942	36,051,181	2045	\$24.87	896,566	12,904,373
26	2044	0	2045	360,512	36,411,693	2046	\$24.87	905,532	13,357,934
27	2045	0	2046	364,117	36,775,810	2047	\$24.87	914,587	13,804,857
Totals		28,788,475		7,987,334		Future Value of Increment	20,278,459		

Notes:  
 Actual results will vary depending on development, inflation of overall tax rates.  
 NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).





II

Other Matters

R. O. No. 25 - 20 - 21. By CITY CLERK. June 15, 2020.

Submitting various license applications for the period ending December 31, 2020, April 14, 2021, June 30, 2021, and June 30, 2022.

\_\_\_\_\_  
City Clerk

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2022)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3350	Burhop, Robin A.	3602 N. 21 <sup>st</sup> St. Apt. 101
3230	Dickson, Blake	620 S. 8 <sup>th</sup> St. Apt. 202
3223	Felbab, David D.	1330 N. 12 <sup>th</sup> St. Apt. 4
3122	Guillen, Roberto D.	2411 N. 30 <sup>th</sup> St.
3225	Hanson, Arhyan	2313 N. 6 <sup>th</sup> St.
3237	Hobbs, Heather C.	321 Geele Ave.
3224	Jeanpierre, Trent R.	2201 Erie Ave. Apt. B111
3228	Lindsey, Damaris A.	W3718 South Dr., Plymouth
3233	Lozano, Steven	W3718 South Dr., Plymouth
8076	Meinolf, David	1217 S. 7 <sup>th</sup> St.
3226	Murphy, Claire	5698 Lake Church Rd., Belgium
3240	Murphy, Kari A.	2423 N. 23 <sup>rd</sup> St.
3227	Sheets, James	109 S. Walnut St., Glenbeulah
7507	Spender, Jessica J.	713 Dillingham Ave.
2752	Soukup, Kelly	1322 S. 7 <sup>th</sup> St.
3239	Tanck, Austin R.	N4160 N. Mair Rd., Plymouth

BEVERAGE OPERATOR'S LICENSE (RENEW) (June 30, 2022)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2345	Anthony, Charles E.	2031 N. 13 <sup>th</sup> St.
2337	Berglund, Jeremy	W3385 County Rd. MM, Elkhart Lake
5171	Bogenschuetz, Nathan L.	1021 Trienens Rd., Plymouth
7183	Bower, Ashley	426 Washington Ct.
1114	Bower, Karen A.	N6508 W Cty. Rd. A, Greenbush
4105	Brown, Jeffrey D.	6435 Point Creek Rd., Newton
2600	Bush, Beth A.	1910 N. 28 <sup>th</sup> St.
3756	Devriend, Therese K.	1513 S. 14 <sup>th</sup> St.
1476	Dowe, Jennifer C.	917 St. James Ct.
1352	Faucher, Staceyann	2242 Lake Aire Dr.
7460	Garcia, Stephanie M.	1034 Dillingham Ave.

LHS

5291 Gatford, Barbie R.	2802 S. 18 <sup>th</sup> St.
2537 Hardee, Leslie L.	2315 S. 17 <sup>th</sup> St.
2577 Heard, Cecilia K.	1127 N. 12 <sup>th</sup> St.
2570 Hendricks, Emily R.	1522 N. 10 <sup>th</sup> St.
6452 Hohmann, Luanne J.	1236 Eisner Ave.
2197 Johnston, Benjamin N.	N4160 Main Rd., Plymouth
5023 Krepsky, Jill M.	17920 Mueller Rd., Kiel
2567 Kummer, Richard W.	1326B Michigan Ave.
2195 Kussard, Heidi K.	1904 N. 28 <sup>th</sup> St.
7400 Macdonald, Jason T.	2431 N. 29 <sup>th</sup> St.
1012 Mallmann, Kathy E.	1541 John Ct.
8607 Malson, Joshua J.	2113 N. 20 <sup>th</sup> St.
8947 Marsellis, Lynn M.	3227 S. 11 <sup>th</sup> St.
0436 Martin, Emily M.	2214 N. 8 <sup>th</sup> St.
8964 Mayer-Sills, Theresa L.	1617 S. 13 <sup>th</sup> St.
2433 Miller, Alexandria F.	734 N. 7 <sup>th</sup> St. Apt. 201
1491 Mondragon, Cassandra A.	1309 Pennsylvania Ave. Apt. D
0506 Munro, Ian E.	1015 Elm St., Cleveland
9552 O'Connor, Kaylee S.	2016 N. 9 <sup>th</sup> St.
4904 Patron, Sharlene S.	2320 N. 9 <sup>th</sup> St.
4496 Pentek, Mary Jo	1720 Wilson Ave.
3731 Reinke, Steven G.	2228 S. 8 <sup>th</sup> St.
8612 Repphun, Peter J.	2109 Broadway Ave.
2349 Rodrigues, Brian C.	1525 N. 4 <sup>th</sup> St.
9621 Scharrer-Quasius, Cindy T.	4217 S. 12 <sup>th</sup> St.
0380 Schoen, Henry	1714 Hilltop Dr.
4786 Sheraski, Robert F.	1410 N. 27 <sup>th</sup> St.
2175 Sippel, Brian M.	1305 S. 22 <sup>nd</sup> St.
6180 Vervelde, Kim M.	1932 N. 11 <sup>th</sup> St.
8960 Voelker, Kathleen M.	2112 Elm Ave.
9616 Wolf, Phaedra M.	2313 Broadway Ave.
2494 Xiong, Pa Nong L.	1715 Ontario Ave.
2670 Zolecki, Nicholas H.	924 N. Taylor Dr.

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3271	Limelight Pub	1702 S. 17 <sup>th</sup> St.-Permanent change-current premises description to include east (front) side of bar and North corner (side) of bar.

1809 The Wharf

733 Riverfront Dr. - One day event to be held 7/15/20 - current premises description to include parking lot between Duke of Devon and The Wharf and board walk in front of same business.

1809 The Wharf

733 Riverfront Dr. - Multi day event to be held 08/01/20-08/09/20 current premises description to include parking lot between Duke of Devon and The Wharf and board walk in front of same business.

CLASS "B" BEER LICENSE (June 30, 2021) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3051	Midlake Softball Organization (Midlake Softball Organization)	2213 New Jersey Ave.
3438	Steffen Solutions LLC (Nicky's Pizza)	1735 Calumet Drive

"CLASS B" LIQUOR LICENSE (June 30, 2021) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3451	Toby Corson	1034 Michigan Ave.

SIDEWALK CAFE (April 14, 2021) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3271	Limelight Pub	1702 S. 17 <sup>th</sup> St.

TAXICAB DRIVERS LICENSE (December 31, 2020) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3222	Pena, Kristina EM	1812 S. 12 <sup>th</sup> St.