



REPORT OF BILLING

DECEMBER 2021

	<u>2021</u>	<u>2020</u>	Increase or (Decrease)
<u>Quarterly Metered*</u>			
(Dist I - north of Superior Ave)			
Residential	216,085.89	225,299.25	(9,213.36)
Multi-Family	15,854.53	17,579.54	(1,725.01)
Commercial	11,977.26	14,555.26	(2,578.00)
Industrial	568.68	524.40	44.28
Public	4,058.69	3,526.98	531.71
Subtotal	248,545.05	261,485.43	(12,940.38)

* Billing for scheduled district only for the three preceding months usage.

Public Fire Protection	63,592.75	63,451.57	141.18
Flat Rate	31,522.67	31,332.80	189.87
Monthly Metered	<u>325,840.65</u>	<u>334,519.14</u>	<u>(8,678.49)</u>
Sheboygan Net	669,501.12	690,788.94	(21,287.82)
Sheboygan Falls	49,220.75	45,934.25	3,286.50
Kohler	<u>25,986.25</u>	<u>24,644.85</u>	<u>1,341.40</u>
Total	744,708.12	761,368.04	(16,659.92)

Total accumulative billing for 2021 is \$9,541,027.93. An increase of \$1,037,916.04 from 2020 accounted for as follows:

	<u>2021-Total Year to Date</u>
Sheboygan	850,968.39
Sheboygan Falls	132,080.98
Kohler	<u>54,866.67</u>
	1,037,916.04

Total bills mailed December, 2021: 6,965

Residential	6,237	Multi-Family	7	
Multi-Family	86	Commercial	21	
Commercial	215	Industrial	66	
Industrial	6	Public	8	Fire Protection 285
Public	34			
Quarterly	6,578	Monthly	102	Flat Rate 285



CASH RESERVE
December 31, 2021

Ending balance on report for November 30, 2021	<u>8,880,151.62</u>
Plus: Receipts	485,537.57
Misc Receipts	87,374.12
Direct Pay Receipts	322,470.51
Stop Loss Reimbursements	-
Money Market/CDARs Investment Interest	338.18
Minus:	
Disbursements - vendors and payroll	(627,118.04)
Bank Service Fees	(881.94)
Health & Dental Claims/Adm Costs	(360,576.16)
NSF Checks & Customer Refunds	(465.62)
Invoice Cloud/Paymentech Deposit Fees	(4,734.20)
Reallocate Sewer/Garbage - payments	4,009.54
Reallocate Sewer/Garbage - monthly	(755.90)
Online Payments in Transit	(6,014.80)
DNR SDWL LSL Reimbursement sent to City	175,088.00
DNR SDWL LSL Reimbursement	17,450.00
Retiree COBRA Payment - duplicate entry	(1,006.90)
Automated Credit Card Payments	(1,188.77)
Renewal of Wisconsin Business License	(10.00)
Postage	(3,000.00)
Utility Water Payments	(3,932.33)
Ending Balance December 31, 2021	<u>\$ 8,962,734.88</u>

Note: The above amount includes:

Bond Reserve Fund	668,413.54
LSL Revolving Loan Fund	104,324.88
Money Market Investment	3,982,354.34
Health Insurance Restricted Reserve	380,000.00
BAN Funds for Construction	575,065.18
Total	<u>\$ 5,710,157.94</u>

General Unrestricted Operating Cash	3,252,576.94
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APPROVAL OF VOUCHERS
December 31, 2021

<u>Total Of The General Vouchers</u>	<u>\$ 460,005.79</u>
<u>Gross Payroll</u>	<u>\$ 179,097.86</u>
<u>Net Payroll</u>	<u>\$ 105,046.13</u>

BOARD OF WATER COMMISSIONERS

PRESIDENT

SECRETARY

MEMBER

SUPERINTENDENT

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE
BAY-LAKE REGIONAL PLANNING COMMISSION AND THE
SHEBOYGAN WATER UTILITY
Davis-Bacon Wage Monitoring
As it relates to the
Raw Water Improvement Project and Lead Lateral Replacements**

This Agreement entered into this ____ day of _____ 2022, by and between the Sheboygan Water Utility, (herein called the "Utility") and the Bay-Lake Regional Planning Commission (herein called the "Commission").

WITNESSETH:

WHEREAS, the Utility has requested the Commission to provide Davis-Bacon Act wage monitoring services for the Utility's Raw Water Improvement project and their Lead Lateral Replacement project, and

WHEREAS, The Commission has a professional staff qualified to undertake such work; and

WHEREAS, the project and the character of the services to be performed by the Commission hereunder are consonant with the powers it possesses and the duties and functions it is created to perform under Wisconsin Statutes Section 66.0309;

WHEREAS, the City of Sheboygan's Water Utility is a member of the Commission through the County's membership; and

NOW, THEREFORE, in consideration of these premises and of their mutual and dependent promises and agreements, the parties hereto contract and agree as follows:

I. Employment of Commission.

The Utility hereby agrees to engage the Commission and the Commission hereby agrees to perform the services hereinafter set forth.

II. Work under this contract will consist of the Davis-Bacon wage monitoring services during the Lead Lateral Replacement project and the Raw Water Improvement project.

- A. The Commission will participate in the Pre-bid Conference and the Preconstruction Conference, if requested.
- B. The Commission will assist the Utility in acquiring proper wage rates.
- C. The Commission will review the bid documents to ensure all federal requirements of the funding sources are followed.

- D. The Commission shall coordinate all of its work with the Utility or its designee, to ensure that construction work on the project is in compliance with the Davis-Bacon Act as it relates to certified payroll reporting.
- E. Review contractor and subcontractor's weekly certified payroll reports for compliance with the Davis-Bacon Act; specifically for Federal wage rates.
- F. Follow up on payroll non-compliance issues with the prime contractor(s).
- G. Conduct onsite wage rate interviews with construction workers.
- H. Provide written summaries of the certified payroll issues and send to the prime contractor(s), when necessary.
- I. Inform the Utility of any wage underpayments and resolutions to those underpayments.

Note: The Commission work shall not constitute legal or financial advice.

III. Assistance from the City.

- A. The Utility will request Federal wage rates specifically for this project, with assistance from the Commission.
- B. The Utility will provide the Commission with copies of all federal funding contract agreements to help ensure compliance.
- C. The Utility will provide the Commission with draft bid documents for review prior to bidding.
- D. The Utility will bid the project and award the contract.
- E. The Utility will facilitate the pre-bid conference and the preconstruction conference.
- F. The Utility will provide prime contractor(s) with all necessary notices including, but not limited to, the "Notice of Award" and "Notice to Proceed".
- G. The Utility will provide the Commission with contact information for all Utility staff involved on the projects and all prime contractors.
- H. The Utility will review and assist with contractor pay applications.
- I. The Utility will prepare, complete, and submit all other non-payroll related grant administration paperwork requirements. If needed, assistance from the Commission will be provided.

IV. Personnel

- A. The Commission represents that it has, or will secure at its own expense, all personnel and equipment required to perform the services under this agreement. It is understood that its personnel shall in no manner be considered employees of the Utility nor shall they have any contractual relationships with the Utility.
- B. All of the services required hereunder will be performed by the Commission or under supervision of its personnel.

C. None of the work or services covered by this agreement shall be subcontracted.

- V. Time of Performance. This contract will be in effect as of the date first above written until approximately September 30, 2024, and may be extended upon the mutual agreement of the Commission and the County.
- VI. Total Fee for Services. Due to the nature and unknown extent of the project, services will be performed on a time and expense basis. Rates will be based on current staff bill-out rates that are shown in Attachment A.
- VII. Reimbursement and Method of Payment. Subject to the limits set forth in Section VI, the Utility will reimburse the Commission monthly, after receiving an invoice from the Commission.
- VIII. Termination for Convenience of the City. If through any cause, barring an act of God, the Commission fails to fulfill the obligations under this contract, or if the Commission violates any of the covenants, agreements, or stipulations of this contract, the Utility has the right to terminate this contract giving 30-day written notice to the Commission. If the agreement is terminated by the Utility as provided herein, the Commission will be paid for the actual costs of the services performed under this agreement. In such an event, all finished or unfinished documents, data, studies, surveys, drawings, maps, and reports pertaining to the application prepared by the Commission will, at the option of the Utility, be made available to it.
- IX. Changes. The Utility or the Commission may, from time to time, request changes to this agreement. Such changes, including any increase or decrease in the amount of the Commission's compensation, which are mutually agreed upon by and between the Utility and the Commission, will be incorporated in written amendments to this agreement.
- X. Equal Opportunity Compliance.
- A. In accordance with s. 16.765, Wis. Stats., the Commission agrees to the provisions below:
- In connection with the performance of work under this Contract, the Commission 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), Wis. Stats., 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. The Commission further agrees to take affirmative action to ensure equal employment opportunities. The Commission agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Utility setting forth the provisions of the nondiscrimination clause.
- B. The Commission shall provide a copy of its Affirmative Action Plan to the Utility, if requested.
- C. Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, sex, age or

handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

- D. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- X. Interest of Local Officials and Others. No officer, member or employee of the Utility who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this agreement shall participate in any decision relating to this agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he is directly or indirectly interested; nor shall any such officer, member or employee of the Utility or other official of the Utility have any interest, direct or indirect, in this agreement or the proceeds thereof.
- XI. Assignability. The Commission shall not assign any interest in this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Utility thereto; provided, however, that claims for money due the Commission from the Utility under this agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Utility.
- XII. Interest of the Commission. No employee of the Commission presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of any services he/she may be required to perform herein.

IN WITNESS WHEREOF, the Utility and the Commission have executed this Agreement as of the date first above written.

Attesting Witness:

Sheboygan Water Utility

Joe Trueblood
Superintendent

Bay-Lake Regional Planning Commission

Cindy J. Wojtczak
Executive Director

ATTACHMENT A

BAY-LAKE REGIONAL PLANNING COMMISSION

BILL-OUT RATES (includes Indirect costs)

January 2022

2022 Billable Rates			PERMANENT STATUS		
CLASS TITLE	Grade	Probation	Minimum		Maximum
Administrative Assistant	9	\$37.76	\$39.75		\$50.53
Managerial Assistant	11	\$47.79	\$50.30		\$63.83
GIS Specialist	11	\$47.79	\$50.30		\$63.83
Planning Assistant	9	\$37.76	\$39.75		\$50.53
Planner I	13	\$53.68	\$56.50		\$71.73
Planner II	16	\$62.72	\$66.03		\$83.80
Planner III	18	\$71.73	\$75.51		\$95.88
Planner III	19	\$79.11	\$83.28		\$105.74
Principal Planner	24	\$86.97	\$91.54		\$116.41
Executive Director	26	\$97.71	\$102.86		\$130.82

SECTION 004113.16 - BID FORM

BID FORM
TO

Sheboygan Water Utility

Raw Water System Improvements

1.0 The undersigned declares that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, firms, or corporations; that all the Contract Documents as prepared by CDM Smith, 125 South Wacker Drive, Suite 700, Chicago, IL 60606, and dated November 2022 have been carefully examined; that the undersigned is fully informed in regard to all conditions pertaining to the Work and the place where it is to be done, and from them the undersigned makes this Bid. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Bid Form is a part.

2.0 If a Notice of Award accompanied by at least six unsigned copies of the Agreement and all other applicable Contract Documents is delivered to the undersigned within one hundred twenty calendar days, after the actual date of the opening of the Bids, the undersigned will within five days, excluding Saturdays, Sundays, and legal holidays, after the date of receipt of such notification, execute and return all copies of the Agreement and all other applicable Contract Documents to OWNER. The premiums for all Bonds required shall be paid by CONTRACTOR and shall be included in the Contract Price. The undersigned Bidder further agrees that the Bid Security accompanying this Bid shall become the property of OWNER if the Bidder fails to execute the Agreement as stated above.

3.0 The undersigned hereby agrees that the Contract Time shall commence upon issuance of the Notice to Proceed from the Owner and to fully complete the Work within 690 Calendar Days and in accordance with the terms as stated in the Agreement. Substantial Completion shall be achieved within 630 Calendar Days. The undersigned further agrees to pay OWNER, as liquidated damages, \$2,000 per day for each calendar day beyond the Contract Time Limit or extension thereof that the Work remains incomplete, in accordance with the terms of the Agreement.

4.0 The undersigned acknowledges receipt of addenda numbered:

1 dated 12/3/2021

5 dated 1/14/2022

2 dated 12/15/2021

6 DATED 1/21/2022

3 dated 12/29/2021

4 dated 1/5/2022

5.0 By submission of the Bid, the Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his or her own organization, that in connection with the Bid:

5.1 The prices in the Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to the prices with any other bidder or with any competitor;

5.2 Unless otherwise required by law, the prices quoted in the Bid have not knowingly been directly or indirectly disclosed to any other bidder or to any competitor prior to opening; and

5.3 No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or withhold a bid for the purpose of restricting competition.

6.0 Each person signing the Bid certifies that:

6.1 He or she is the person in the Bidder's organization responsible for the decision as to the prices being bid and that he or she has not participated, and will not participate, in any action contrary to Items 5.1 through 5.3 above; or

6.2 He or she is not the person in the Bidder's organization responsible for the decision as to the prices being bid, but that he or she has been authorized to act as agent certifying that such persons have not participated, and will not participate, in any action contrary to Items 5.1 through 5.3 above, and as their agent shall so certify. He or she also certifies that he or she has not participated, and will not participate, in any action contrary to Items 5.1 through 5.3 above.

7.0 Bidder certifies that wages paid in connection with the Project shall be paid at the prevailing wage rates as established by the State of Wisconsin, Department of Workforce Development, and the Federal Davis Bacon and Related Acts, whichever is higher, for each classification of work. Bidder further certifies that all provisions of the Conditions of the Contract will be exercised in the performance of any contract resulting from this Bid.

8.1 The lowest Total Base Bid price will be used in determining the successful bidder for this project as described in Article 11 of the Instruction to Bidders.

8.2 Bidder is required to provide pricing for the base bid. Failure to provide responses to all request bid items may result in the bid being considered non-responsive.

8.3 In accordance with the above understanding, the undersigned proposes to perform the Work, furnish all materials and complete the Work in its entirety in the manner and under the conditions required for the Base Bid Price and Alternate Bid Prices Below. The Bidder shall fill in each of the following blank lines and numbers for a responsive bid.

8.4 Total Base Bid Price: All Work shown in the Contract Documents, including, but not limited to furnishing and installing new Raw Water Pump Station, shoreline protection, site and yard improvement, **60-inch PCCP future intake stub**, and **60-inch 6,500 LF PCCP intake**. This includes Allowance No. 1 and Allowance No. 2 from Section 012100 Allowances.

Forty one million two hundred eighty nine thousand dollars *\$ 41,289,000.00*
(amount in words) (amount in figures)

8.5 Mandatory Bid Alternate 1 Price: Additional price to provide alternate intake selection for the Base Bid scope of Work.

Bid Alternate 1: Additional price to provide **60-inch Steel future intake stub, and 60-inch 6,500 LF Steel intake.**

Ten Million, nine hundred fifty four thousand dollars \$ 10,954,000 ~~ADD~~ DEDUCT (circle one)
(amount in words) (amount in figures)

8.6 Mandatory Bid Alternate 2 Prices: Additional price to provide alternate intake selection for the Base Bid scope of Work.

Bid Alternate 2A: Additional price to provide **60-inch PCCP future intake stub, and 60-inch 5,500 LF PCCP Intake.**

Two million, seven hundred twenty thousand dollars \$ 2,720,000 ~~ADD~~ DEDUCT (circle one)
(amount in words) (amount in figures)

Bid Alternate 2B: Additional price to provide **60-inch Steel future intake stub, and 60-inch 5,500 LF Steel Intake.**

Six million, eight hundred forty three thousand dollars \$ 6,843,000 ~~ADD~~ DEDUCT (circle one)
(amount in words) (amount in figures)

8.7 Mandatory Bid Alternate 3 Prices: Additional price to provide alternate intake selection for the Base Bid scope of Work.

Bid Alternate 3A: Additional price to provide **54-inch PCCP future intake stub, and 54-inch 6,500 LF PCCP Intake.**

Eight hundred sixty thousand dollars \$ 860,000 ~~ADD~~ DEDUCT (circle one)
(amount in words) (amount in figures)

Bid Alternate 3B: Additional price to provide **54-inch Steel future intake stub, and 54-inch 6,500 LF Steel Intake.**

Nine million, six hundred fifty one thousand dollars \$ 9,651,000 ~~ADD~~ DEDUCT (circle one)
(amount in words) (amount in figures)

8.8 Mandatory Bid Alternate 4 Prices: Additional price to provide alternate intake selection for the Base Bid scope of Work.

Bid Alternate 4A: Additional price to provide **54-inch PCCP future intake stub, and 54-inch 5,500 LF PCCP Intake.**

Four million, five hundred seventy four thousand dollars \$ 4,574,000 ~~ADD~~ DEDUCT (circle one)
(amount in words) (amount in figures)

Bid Alternate 4B: Additional price to provide **54-inch Steel future intake stub, and 54-inch 5,500 LF Steel Intake.**

Five million three hundred sixty thousand dollars \$ *5,360,000* ADD DEDUCT (circle one)
(amount in words) (amount in figures)

9.0 The undersigned agrees that extra work, if any, will be performed and will be paid for in accordance with Article 11 of the Conditions of the Contract.

10.0 Amounts shall be shown in both words and figures, where indicated. In case of discrepancy, the amount shown in words will govern.

11.0 The above prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance and incidentals required to complete the Work.

12.0 The Bidder proposes to furnish and install in full compliance with the Contract Documents, the major items of equipment, as manufactured by the following listed manufacturers. Bidder shall fill in gray shaded cells for a responsive Bid. The named manufacturers shall not be changed after the Bid without the approval of the Engineer.

No.	Item (Specification Section)	Manufacturer
1	Variable Frequency Drives (Section 262923)	Yaskawa
2	Gas-Engine-Driven Generators (Section 263216.16)	Kohler
3	Intake Pipe – Steel (Section 330524.23)	<i>Thompson Pipe Group</i>
4	Intake Pipe – PCCP (Section 330539.13)	<i>Thompson Pipe Group</i>
5	Traveling Water Screens (Section 462153)	<i>Evoqua</i>
6	Vertical Turbine Short-Set Pumps (Section 432416.15)	<i>Floway</i>
7	Low-Voltage Switchgear (Section 262300)	Kohler
8	Security Access Control System Supplier (Section 281000)	JSM Secure, Inc.
9	System Integrator (Section 406113)	Energeneics
10	Phone System Supplier (Section 406113)	Marco
11	Phone Service Provider (Section 406113)	Telecon One
12	Medium Voltage Switchgear (Section 261300)	S&C Electric
13	External Surge Protective Devices (Section 264500)	Current Technology Inc.
14	Fire Alarm System Supplier (Section 264500)	JSM Secure, Inc.

13.0 Bidder must answer the following questions:

13.1 Is Bidder currently certified as an MBE or WBE under EPA's DBE Program? Yes ___ No X

13.2 Has Bidder previously performed work subject to the President's Executive Order No. 11246, which relates to nondiscrimination? Yes X No

13.3 Has Bidder reviewed and agreed to comply with all in-hand permits and draft permit conditions provided in Appendix D, as well as associated permit fees, bonds, insurance requirements, related regulatory requirements, and all associated terms and conditions: Yes X No

13.4 Does Bidder agree to apply for, obtain, and comply with any additional permits required by state, local, federal, or other jurisdictional authorities not included in the Contract Documents as well as associated permit fees, bonds, insurance requirements, related regulatory requirements, and all associated terms and conditions. This included permits with conditions included in Appendix D that are not yet in-hand or require submission or coordination by the Contractor: Yes X No

14.0 Bidder must include the following items with Bid:

14.1 This Bid Form.

14.2 Bid Security.

14.3 The following items pertaining to demonstrating good faith efforts to solicit disadvantaged business enterprises (DBEs):

14.3.1 Disadvantaged Business Enterprise Participation Plan

14.3.2 At least one of the following:

14.3.2.1 Certification of advertisement in an industry trade publication and/or the official newspaper of public record for the municipality for DBE participation or adequate evidence of proof of publication, including an actual copy of the advertisement. Advertisement shall include a statement like "DBEs, including MBEs and WBEs, are encouraged to submit proposals." If just one advertisement is published for all areas of work that may be subcontracted, it should indicate those types of work that could be subcontracted. The advertisement must run at least 30 days prior to Bid opening.

14.3.2.2 Documentation and records of DBEs contacted from a Unified Certification Program (UCP) List, preferably using Form 8700-294a.

14.3.2.3 Documentation and records of DBEs registered with a Unified Certification Program (UCP) that are utilized on the project. This documentation shall be submit to the DNR prior to loan closing.

14.3.3 DBE Good Faith Certification (Form 8700-294)

14.3.4 DBE Contact Worksheet (Form 8700-294A)

14.3.4 MBE/WBE Self-Certification form(s)

14.3.5 List of all disadvantaged business enterprises (DBE) and non-DBEs that submitted proposals to the Bidder, along with the date of the proposal.

14.3.6 List of DBEs not being utilized and justification for non-utilization.

14.3.10 Certification from Bidder attesting that the Bidder has no controlling or dominating interest or conflict of interest with the DBEs that are proposed to be utilized.

14.4 In the instances where the Bidder does not receive any proposals from DBEs prior to the Bid opening, certification from Bidder attesting that no proposals were received.

14.5 Bidder Certification Regarding the Use of American Iron and Steel Products.

14.6 Prevailing Wage Rate Violation Disclosure, if applicable, as required by WSA 66.0903(12).

14.7 Disclosure of Ownership Form.

15.0 SAFE DRINKING WATER LOAN REQUIREMENTS (4/10) (PC 6/21)

This project is being financed in whole or in part by the Wisconsin Department of Natural Resources through the Clean Water Fund Program (CWFP) or the Safe Drinking Water Loan Program (SDWLP). Municipalities constructing projects designated as Federal Equivalency must comply with the following federal laws and all applicable state and federal laws, rules, and regulations and must ensure that their contractor(s) also comply with these laws, rules, and regulations.

1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), the Rehabilitation Act of 1973 (P.L. 93-1123, 87 Stat. 355, 29 U.S.C. Sec. 794), the Older Americans Amendments of 1975 (P.L. 94-135 Sec. 303, 89 Stat. 713, 728, 42 U.S.C. Sec. 6102), and subsequent regulations ensure access to facilities or programs regardless of race, color, national origin, sex, age, or handicap.

2) Executive Order 11246, as amended by Executive Orders 11375 and 12086 and subsequent regulations, prohibits employment discrimination on the basis of race, color, religion, sex, or national origin. Inclusion of the seven clauses in Section 202 of E.O. 11246 as amended by E.O. 11375 and 12086 are required in all project related contracts and subcontracts for municipalities over 3,300 population.

3) Executive Orders 11625, 12138, and 12432; 40 CFR part 33; Section 129 of P.L. 100-590 Small Businesses Reauthorization & Amendment Act of 1988; Public Law 102-389 (42 USC. 437d); a 1993 appropriations act ("EPA's 8% statute"); and Public Law 101-549, Title X of the Clean Air Acts Amendments of 1990 (42 USC. 7601 note) ("EPA's 10% statute") encourage recipients to award construction, supply, and professional service contracts to minority and women's business enterprises (MBE/WBE) and small businesses and require recipients to utilize affirmative steps in procurement.

4) 40 CFR Part 33 - Participation by Disadvantaged Business Enterprises in Procurement under Environmental Protection Agency (EPA) Financial Assistance Agreements sets forth a narrowly tailored EPA program to serve the compelling government interest of remedying past and current racial discrimination through agency-wide DBE procurement objectives.

5) Executive Order 12549, 3 CFR, 189; and 40 CFR Part 32, Subparts B and C, prohibit entering into contracts or subcontracts with individuals or businesses who are debarred or suspended. Borrowers are required to check the status of all contractors (construction and professional services) and must require contractors to check the status of subcontractors for contracts expected to be equal to or over \$25,000 at SAM.gov.

6) Executive Order 13202, as amended by Executive Order 13208, does not allow bid specifications, project agreements, or other controlling agreements to require or prohibit bidders, contractors, or

subcontractors to enter into or to adhere to project labor agreements.

7) Section 513 of the Federal Water Pollution Control Act (33 USC 1372) or Section 1450(e) of the Safe Drinking Water Act (42 USC 300j-9(e)), as applicable, requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor has the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 USC. App.) and section 3145 of title 40, United State Code.

By signing this Bid, the Bidder agrees to full compliance with NR 166 of the Wisconsin Administrative Code. The Bidder certifies that he has exercised all options available toward complying with the requirements for Disadvantage Business Enterprise utilization specified in these Contract Documents.

Further, Bidder hereby agrees to ensure that all wages paid to workers on this project, including workers employed by subcontractors, are not less than the prevailing wages established by the United States Department of Labor. Contractor shall pay wages not less than the prevailing wages established by the U.S. Department of Labor for Heavy Construction Projects (Sewer and Water Line and Tunnel) and for Building Construction Projects for Wisconsin. A copy of the established prevailing wage rates is included in the Contract Documents. In the event that State of Wisconsin prevailing wage rates are different from the Federal prevailing wage rates, Contractor shall pay the higher wage.

Contractor shall comply with all requirements of Federal Prevailing Wage law, including submission of certified payroll and signed statements of compliance. Workers shall be made available for interviews to verify that prevailing wages are being paid.

16.0 The Bidder hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

17.0 The names and residences of all persons and parties interested in the foregoing Bid as principals are as follows:

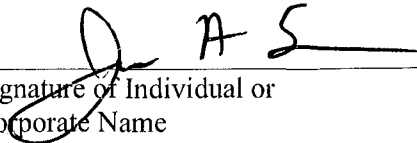
(Give first and last names in full. In the case of a corporation, see Article 8.3 of the Instructions to Bidders, in the case of a limited liability company [LLC], see Article 8.4 of the Instructions to Bidders, in the case of a partnership, see Article 8.5 of the Instructions to Bidders.)

Justin Smith, President/CEO

18.0 The undersigned hereby certifies that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

19.0 The undersigned hereby certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

39-0759260
Social Security Number
or Federal Identification
Number


Signature of Individual or
Corporate Name

By: Justin Smith
Corporate Officer
(if applicable)

Notice of acceptance should be mailed, faxed, or delivered to the following:

C.D. Smith Construction, Inc.
(Name)

By: President/CEO
(Title)

125 Camelot Drive
(Business Address)

Fond du Lac, WI 54935
(City and State)

Date 1/27/2022

If the Bidder is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

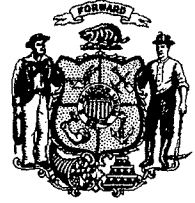
END OF SECTION 004113.16

United States of America

State of Wisconsin

DEPARTMENT OF FINANCIAL INSTITUTIONS

Division of Corporate & Consumer Services



To All to Whom These Presents Shall Come, Greeting:

I, Patti Epstein, Administrator of the Division of Corporate and Consumer Services, Department of Financial Institutions, do hereby certify that

C.D. SMITH CONSTRUCTION, INC.

is a domestic corporation or a domestic limited liability company organized under the laws of this state and that its date of incorporation or organization is October 30, 1946.

I further certify that said corporation or limited liability company has, within its most recently completed report year, filed an annual report required under ss. 180.1622, 180.1921, 181.1622 or 183.0120 Wis. Stats., and that it has not filed articles of dissolution.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department on December 09, 2020.

PATTI EPSTEIN, Administrator
Division of Corporate and Consumer Services
Department of Financial Institutions



DFI/Corp/33

To validate the authenticity of this certificate

Visit this web address: <http://www.wdfi.org/apps/ccs/verify/>

Enter this code: **282280-44B3BE3F**

NOTE: This form is authorized by chs. NR 162 and NR 166, Wis. Adm. Code. The information requested on this form is necessary for the review of solicitation of Disadvantaged Business Enterprises (DBEs). This form is intended to be a tool to assist those seeking funding from the EIF (Clean Water Fund Program or Safe Drinking Water Loan Program) to meet the DBE requirements of EIF programs. Submitting this form to the Department is optional. Applicants may submit the form as the required documentation of solicitation efforts or provide the information in some other format. Personally identifiable information provided on this form will only be used in determining whether or not DBE requirements are met. Failure to complete or submit this form has no impact on the applicant. For complete information regarding DBE requirements, see the Contract Packet for DBE Compliance on DNR's website at <http://dnr.wi.gov/Aid/documents/EIF/Guide/DBE.html>.

Contact DBEs on a Unified Certification Program (UCP) List to solicit bids from DBE firms (e.g., firms registered in the WisDOT UCP, <http://wisconsindot.gov/pages/doing-bus/civil-rights/dbe/certified-firms.aspx>). The individual that makes the contacts should document all contacts. Contact at least 2 minority business enterprises (MBEs) and 2 women's business enterprises (WBEs); additional contacts may be to any type of DBE. Only contacts made to DBEs on DOT's UCP list can be considered in determining whether a good faith effort was made to solicit DBEs.

Project Information

Name of Municipality Sheboygan Water Utility	EIF Project Number
Name of Prime Contractor C.D. Smith Construction, Inc.	Information Prepared By (Name and Phone or E-Mail Address) Patty Guldán /pguldan@cdsmith.com

Contacts

Information Needed For Review	Contact 1	Contact 2	Contact 3
a. Name of Firm Contacted	Crowley Construction	Arbor, Earth & Stone	Arteaga Construction
b. Contact's Phone Number or E-Mail	414-257-2141	262-993-5999	anthony@arteagaconstruction.com
c. Firm Type	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input checked="" type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input checked="" type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE
d. On DOT UCP list?	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
e. Date Contacted	11-19-2021	11-19-2021	11-19-2021
f. Result of contact	NOT BIDDING	NOT BIDDING	NOT BIDDING
g. Bid received?	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
h. If bid received and rejected, why rejected?			
i. Utilizing this firm? (If yes, more on p. 4)*	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Environmental Improvement Fund (EIF) DBE Contacts Worksheet

Form 8700-294A (R 03/17)

Page 2 of 4

Information Needed For Review	Contact 4	Contact 5	Contact 6
a. Name of Firm Contacted	BYCO, Inc.	Ward Welding & Fabrication	David J Frank Landscape
b. Contact's Phone Number or E-Mail	byco_inc@yahoo.com	414-395-0765	plf@davidjfrank.com
c. Firm Type	<input checked="" type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input checked="" type="radio"/> WBE <input type="radio"/> Other DBE	<input checked="" type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE
d. On DOT UCP list?	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
e. Date Contacted	11-19-2021	11-19-2021	11-19-2021
f. Result of contact	UNDECIDED	NOT BIDDING	NOT BIDDING
g. Bid received?	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
h. If bid received and rejected, why rejected?			
i. Utilizing this firm? (If yes, more on p. 4)*	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Information Needed For Review	Contact 7	Contact 8	Contact 9
a. Name of Firm Contacted	J&B Heating & Air	Hurt Electric	Emerald City Tile
b. Contact's Phone Number or E-Mail	jandbheating@gmail.com	hopwoodii@aol.com	nova@emeraldcitytile.com
c. Firm Type	<input type="radio"/> MBE <input checked="" type="radio"/> WBE <input type="radio"/> Other DBE	<input checked="" type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input checked="" type="radio"/> WBE <input type="radio"/> Other DBE
d. On DOT UCP list?	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
e. Date Contacted	11-19-2021	11-19-2021	11-19-2021
f. Result of contact	NOT BIDDING	NOT BIDDING	NOT BIDDING
g. Bid received?	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
h. If bid received and rejected, why rejected?			
i. Utilizing this firm? (If yes, more on p. 4)*	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Environmental Improvement Fund (EIF) DBE Contacts Worksheet

Form 8700-294A (R 03/17)

Page 3 of 4

Information Needed For Review	Contact 10	Contact 11	Contact 12
a. Name of Firm Contacted	F&H Drywall and Taping	Hard Rock Sawing & Drilling	Bernie's Equipment Co
b. Contact's Phone Number or E-Mail	f-hdrywall@scbglobal.com	hardrock@genevaonline.com	920-583-0805
c. Firm Type	<input checked="" type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input checked="" type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input checked="" type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE
d. On DOT UCP list?	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
e. Date Contacted	11-19-2021	11-19-2021	11-19-2021
f. Result of contact	NOT BIDDING	NOT BIDDING	UNDECIDED
g. Bid received?	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
h. If bid received and rejected, why rejected?			
i. Utilizing this firm? (If yes, more on p. 4)*	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Information Needed For Review	Contact 13	Contact 14	Contact 15
a. Name of Firm Contacted	B & P Mechanical	Rockwell Mechanical LLC	Sanchez Painting Contractors
b. Contact's Phone Number or E-Mail	Thietpas@b-pmechanical.com	av@rockwellmechanical.com	estimating@sanchezptg.com
c. Firm Type	<input checked="" type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input checked="" type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input checked="" type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE
d. On DOT UCP list?	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
e. Date Contacted	11-20-2021	11-20-2021	11-19-2021
f. Result of contact	NOT BIDDING	NOT BIDDING	UNDECIDED
g. Bid received?	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
h. If bid received and rejected, why rejected?			
i. Utilizing this firm? (If yes, more on p. 4)*	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Form 8700-294A (R 03/17)

[illegible][illegible]

DBE PLAN SUBMITTED BY C.D. SMITH CONSTRUCTION, INC.

For

SHEBOYGAN WATER UTILITY

Attachments Not Included

POLICY STATEMENT

C.D. Smith Construction, Inc. ("Smith") does not discriminate against any subcontractor firm based on race, color, sex, ethnic origin, or religious background. Smith does not tolerate an conduct in its workforce that discriminates against any subcontractor based on the same.

Smith actively supports and encourages the participation of DBEs in the construction industry. Smith seeks to preserve its reputation of DBE excellence by maximizing DBE participation throughout a project. All quotations will be treated fairly and confidentially. Smith participates in outreach to underutilized business throughout Wisconsin.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) COMMITMENT

Smith is committed to fully integrating meaningful DBE participation into our team for this Project through outreach, technical assistance/supportive services, compliance monitoring, and reporting. Smith proposes to accomplish maximum DBE participation through organized outreach, solicitation, and subcontracting. This commitment is made in support of the project goals as stated in the bid documents and the contract documents. This commitment will be supported by a tracking system to guide the acquisition of subcontractor services in the achievement of the project goal.

OUTREACH AND PROCUREMENT

The outreach programs from Smith will include:

- Incorporation of opportunities on Smith's website
- Project an contracting advertisements in local and minority publications
- Collaboration with other organizations to present/advertise project opportunities
- Participation at DBE-related events and conferences
- Provision of project plans at plan rooms maintained by DBEs (when possible).

Subcontractors and other service firms are chosen using a qualification-based selection process. The DBE firms will have their certifications verified prior to awarding a contract. DBE firms are identified as meeting the DBE requirements and being partners on the project. Any services required throughout the process will be made on a need-based determination using DBE resources, including

- Use of Smith's corporate vendor list
- Use of information from outreach events
- Use of publicly-available directories
- Coordination with other subcontractor advocacy groups.

Solicitations will contain the following information regarding the requested price proposal:

- Project information
- Scope or items of work
- Date proposal is due
- Where to view plans and specs
- Where and how to submit price proposal
- To whom the proposal should be directed
- To whom all questions should be directed

Time is of the essence on this project. Every effort will be made to allow reasonable time to respond to proposal solicitations. Each proposal will be reviewed for completeness. All pertinent contact information must be provided by the subcontractor. Any qualifications or exceptions included in the price proposal will be noted, including the dollar value thereof. Proposals will be ranked according to ultimate price/cost. A successful subcontractor will be selected with consideration of the DBE goal for the project.

TRADE PARTNER AGREEMENT

Trade partner agreements shall identify, define, and include those specific services, items, terms, and conditions that are consistent with the contract and the scope of work, including anticipated duration. The agreement will be prepared and submitted with all required conditions and attachments for execution. The agreements will identify and define all customary items, terms, conditions, and scopes of a construction trade agreements. See Appendix I for a blank "DRAFT" construction trade agreement.

EXECUTION OF THE WORK

The DBE will be responsible for:

- Executing work in a professional manner
- Diligently and faithfully executing work covered by its agreement
- Maintaining an entity to remain an independent business and employer
- Compliance with all of the requirements of its trade agreement and Smith's contract.
- Maintaining quality according to Smith's quality control plan.
- Maintaining safety according to Smith's Safety Program.
- Ensuring it is performing a commercially useful function, without assistance from Smith.

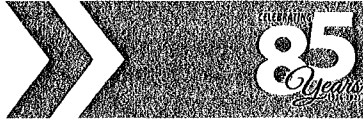
To receive payment, the DBE will be responsible for:

- Reporting monthly at an agreed upon recurring monthly date, its progress quantities for the pay period for verification
- Carrying the requisite insurance outlined in the contract
- Compliance with administrative obligations imposed by federal and state requirements
- Submission of any applicable reports, such as but not limited to: monthly progress quantities; daily quality control reports; certified payrolls; DBE participation reports

DOCUMENTATION

Smith will take reasonable efforts to maintain all documentation necessary to show compliance with this Plan and the requirements of the Project and shall make such documentation available at a reasonable time upon request to the Owner.

C.D. SMITH
CONSTRUCTION



ATTENTION MBE/DBE/DVB/SBE/WBE:

C.D. Smith Construction, Inc. is requesting proposals for the following projects:

Oshkosh Middle School
12/16/2021 at 1:00PM

Bellin Health
12/22/2021 at 1:00PM

Sheboygan Water Utility
1/20/2022 at 10:00AM

Please send bids to: bids@cdsmith.com

C.D. Smith Construction, Inc.
P.O. Box 1006
Fond du Lac, WI 54936-1006
Ph: (920) 924-2900

"An Affirmative Action/Equal Opportunity Employer"

____ **Corrections/Revisions**

(please mark on copy)

____ **O.K. to Run**

Cost Breakdown: **2 col. x 6" = 5" x \$15 = \$180 (per week)**

Cost per run:

Sales Rep.:

House

Designer:
William Gooden

Run Date(s):
12-02-21

Ad to run on page:
17

Please respond with corrections or approval to run by e-mail: miltimesadvertising@gmail.com; by phone at (414) 263-5088; or by fax at (414) 263-4445.

ATTENTION MBE/DBE/DVB/SBE/WBE:

C.D. Smith Construction, Inc. Is requesting proposals for the following projects:

Oshkosh Middle School

12/16/2021 at 1:00PM

Bellin Health

12/22/2021 at 1:00PM

Sheboygan Water Utility

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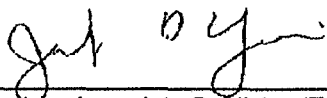
**"An Affirmative Action/Equal
Opportunity Employer"**

PROOF OF PUBLICATION

STATE OF WISCONSIN }
MILWAUKEE COUNTY } S.S.

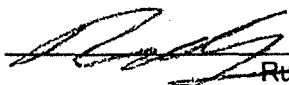
Joe Yovino, being the first duly sworn on oath, says that he or she is the Associate Publisher/Editor of THE DAILY REPORTER, which is a public newspaper of general circulation, printed and published daily in the English language in the City of Milwaukee, in said county, and fully complying with the laws of Wisconsin, relating to the publication of legal notices; that the notice of which the printed one attached is a true copy, which was clipped from the said newspaper, was inserted and published in said newspaper on

Dec. 1, 2021



Joe Yovino, Associate Publisher/Editor

Sworn to me this 1st day of December 2021



Russell A. Klingaman
Notary Public, Milwaukee County, Wisconsin
My Commission Is Permanent

**PROOF OF PUBLICATION**

**ATTENTION:
MBE/DBE/DVB/SBE/
WBE:**

Subcontractors & Suppliers
C.D. Smith Construction, Inc.
is requesting proposals for the following
projects:

Sheboygan Water Utility

1/20/2022 at 10:00AM

C.D. Smith Construction, Inc.

P.O. Box 1006

Fond du Lac, WI 54936-1006

Ph: 920-924-2900

bids@cdsmith.com

*"An Affirmative Action/Equal Opportunity
Employer"*

Disclosure of Ownership

The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d), 66.0904(10)(d) and 103.49(7)(d), Wisconsin Statutes.

The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.

Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1) (m), Wisconsin Statutes].

- (1) On the date a contractor submits a bid to or completes negotiations with a state agency, local governmental unit, or developer, investor or owner on a project subject to Section 66.0903, 66.0904 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency, local governmental unit, or developer, investor or owner, the name of any "other construction business," which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.
- (2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 66.0904(2), 103.49(2) and 103.50(2), Wisconsin Statutes.
- (3) This form must **ONLY** be filed, with the state agency project owner, local governmental unit project owner, or developer, investor or owner of a publicly funded private construction project that will be awarding the contract, if **both (A) and (B) are met**.
 - (A) The contractor, or a shareholder, officer or partner of the contractor:
 - (1) Owns at least a 25% interest in the "other construction business," indicated below, on the date the contractor submits a bid or completes negotiations; or
 - (2) Has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.
 - (B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

Other Construction Business

Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code

I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.

Print the Name of Authorized Officer <i>Justin Smith</i>			
Authorized Officer Signature <i>[Signature]</i>		Date Signed <i>1/27/22</i>	
Corporation, Partnership or Sole Proprietorship Name <i>C.B. Smith Corporation Inc.</i>			
Street Address or P O Box <i>125 Camelot Drive</i>	City <i>Fond Du Lac</i>	State <i>WI</i>	Zip Code <i>54935</i>

If you have any questions call (608) 266-6861

I, Christopher Smith, as Corporate Secretary of C.D. Smith Construction, Inc., a company organized and existing under the laws of the State of Wisconsin, do hereby certify that (a) the following is a true and correct copy of resolutions duly adopted at a meeting of the Board of Directors of C.D. Smith Construction, Inc. duly held and convened on December 29, 2021, at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout, (b) that upon motions duly made, seconded, and unanimously carried, the following resolutions were adopted, and (c) that the following resolution has not been modified, rescinded or revoked, and is at present in full force and effect:

BE IT RESOLVED that Justin Smith is the President of the corporation and is hereby authorized and directed to execute any and all documents related to the bid for the Sheboygan Water Utility Project and that Robert Seibel is the CFO of the corporation and is hereby authorized and directed to execute any and all bonding documents related to the same.

IN WITNESS WHEREOF, the undersigned Corporate Secretary has affixed his signature on this 27th day of January 2022.

/Christopher J. Smith
Christopher J. Smith
Corporate Secretary

CHUBB®

Surety
202B Halls Mill Road, PO Box 1650
Whitehouse Station, NJ 08889-1650
O + 908.903.3485
F + 908.903.3656

Federal Insurance Company

Bid Bond

Bond No. N/A

Amount \$ 5% of Bid

Know All Men By These Presents,

That we, C. D. Smith Construction, Inc., 125 Camelot Drive, Fond du Lac, WI 54935

(hereinafter called the Principal),

as Principal, and FEDERAL INSURANCE COMPANY, a corporation duly organized under the laws of the State of Indiana, (hereinafter called the Surety), as Surety, are held and firmly bound unto

Sheboygan Water Utility
72 Park Avenue
Sheboygan, WI 53081

(hereinafter called the Obligee),

in the sum of Five Percent of the Bid Amount***

Dollars

(\$ 5% of Bid Amount), for the payment of which we, the said Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 27th

day of January, 2022

WHEREAS, the Principal has submitted a bid, dated January 27, 2022
for Sheboygan Water Utility Raw Water System Improvements

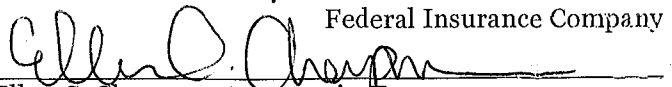
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with such bid and give bond with good and sufficient surety for the faithful performance of such contract, or in the event of the failure of the Principal to enter into such contract and give such bond, if the Principal shall pay to the Obligee the difference, not to exceed the penalty hereof, between the amount specified in said bid and the amount for which the Obligee may legally contract with another party to perform the work covered by said bid, if the latter amount be in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect.

C. D. Smith Construction, Inc.



Principal

By: Robert Seibel / CFO



By: Ellen C. Chapman, Attorney-in-Fact

Chubb. Insured.™

CHUBB®

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Donna F. Bardenwerper, Ellen C. Chapman, Sarah C. Gantner and Matthew M. Spaude of Fond du Lac, Wisconsin; Bridget M. McCarthy and Kevin M. Winiarski of Brookfield, Wisconsin-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 16th day of June, 2021.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 16th day of June, 2021 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316885
Commission Expires July 16, 2024

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 27 day of January, 2022.



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

FEDERAL INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

December 31, 2020

(In thousands)

ASSETS		LIABILITIES AND SURPLUS TO POLICYHOLDERS	
Cash and Short Term Investments	\$ (247,647)	Outstanding Losses and Loss Expenses	\$ 7,823,012
United States Government, State and Municipal Bonds	4,277,332	Reinsurance Payable on Losses and Expenses	1,421,176
Other Bonds	5,455,272	Unearned Premiums	2,145,775
Stocks	567,832	Ceded Reinsurance Premiums Payable	261,276
Other Invested Assets	1,207,053	Other Liabilities	551,641
TOTAL INVESTMENTS	11,259,842	TOTAL LIABILITIES	12,202,880
Investments in Affiliates:		Capital Stock	20,980
Great Northern Ins. Co.	404,889	Paid-In Surplus	2,711,474
Vigilant Ins. Co.	349,615	Unassigned Funds	1,591,718
Chubb Indemnity Ins. Co.	182,191	SURPLUS TO POLICYHOLDERS	4,324,172
Chubb National Ins. Co.	186,189		
Other Affiliates	98,826		
Premiums Receivable	1,634,609		
Other Assets	2,410,891		
TOTAL ADMITTED ASSETS	\$ 16,527,052	TOTAL LIABILITIES AND SURPLUS	\$ 16,527,052

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners, At December 31, 2020, investments with a carrying value of 507,794,700 were deposited with government authorities as required by law.

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2020.

Sworn before me this

April 7, 2021

3FB94DA7756 Mr. Vice President

Notary Public

My commission expires

Commonwealth of Pennsylvania - Notary Seal
Diane Wright, Notary Public
Philadelphia County
My commission expires August 8, 2023
Commission number 1235745
Member, Pennsylvania Association of Notaries

BREUER METAL CRAFTSMEN, INC

500 Beichl Ave.
Beaver Dam, WI 53916
Website: www.breuermetal.com

Phone: 920-885-2828
Fax #: 920-885-2822
Email: craftsmen@breuermetal.com

CERTIFICATION OF COMPLIANCE WITH AMERICAN IRON & STEEL

Contractor:

C.D. Smith Construction
125 Camelot Drive
Fond du Lac, WI 54935

Project:

Sheboygan Water Utility

January 25, 2022

I, Ben Breuer, certify that the cutting, bending, welding, coating, etc. process for fabricating the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron & Steel requirements as mandated in EPA's State Revolving Fund Programs.

Such process will take place at the following location:
Breuer Metal Craftsmen
500 Beichl Ave.
Beaver Dam, WI 53916

Material points of origin are as follows:

Pipe- Nucor in Birmingham, Alabama
Rolled Shapes- CMS Steel in Birmingham, Alabama
Steel Plate- USS in Granite City, Illinois
Stainless Plate- NAS in Ghent, Kentucky
Galvanizing performed by AZZ Galvanizing in Dixon, Illinois

If any of the above compliance statements change while providing material to this project, we will immediately notify the prime contractor and the engineer.

Ben Breuer
BREUER METAL CRAFTSMEN

SECTION 004113.16 - BID FORM

BID FORM
TO

Sheboygan Water Utility

Raw Water System Improvements

1.0 The undersigned declares that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, firms, or corporations; that all the Contract Documents as prepared by CDM Smith, 125 South Wacker Drive, Suite 700, Chicago, IL 60606, and dated November 2022 have been carefully examined; that the undersigned is fully informed in regard to all conditions pertaining to the Work and the place where it is to be done, and from them the undersigned makes this Bid. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Bid Form is a part.

2.0 If a Notice of Award accompanied by at least six unsigned copies of the Agreement and all other applicable Contract Documents is delivered to the undersigned within one hundred twenty calendar days, after the actual date of the opening of the Bids, the undersigned will within five days, excluding Saturdays, Sundays, and legal holidays, after the date of receipt of such notification, execute and return all copies of the Agreement and all other applicable Contract Documents to OWNER. The premiums for all Bonds required shall be paid by CONTRACTOR and shall be included in the Contract Price. The undersigned Bidder further agrees that the Bid Security accompanying this Bid shall become the property of OWNER if the Bidder fails to execute the Agreement as stated above.

3.0 The undersigned hereby agrees that the Contract Time shall commence upon issuance of the Notice to Proceed from the Owner and to fully complete the Work within 690 Calendar Days and in accordance with the terms as stated in the Agreement. Substantial Completion shall be achieved within 630 Calendar Days. The undersigned further agrees to pay OWNER, as liquidated damages, \$2,000 per day for each calendar day beyond the Contract Time Limit or extension thereof that the Work remains incomplete, in accordance with the terms of the Agreement.

4.0 The undersigned acknowledges receipt of addenda numbered:

Addendum #1 - 12/3/2021

Addendum #5 - 1/14/2022

Addendum #2 - 12/15/2021

Addendum #6 - 1/21/22

Addendum #3 - 12/29/2021

Addendum #4 - 1/5/2022

5.0 By submission of the Bid, the Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his or her own organization, that in connection with the Bid:

5.1 The prices in the Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to the prices with any other bidder or with any competitor;

5.2 Unless otherwise required by law, the prices quoted in the Bid have not knowingly been directly or indirectly disclosed to any other bidder or to any competitor prior to opening; and

5.3 No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or withhold a bid for the purpose of restricting competition.

6.0 Each person signing the Bid certifies that:

6.1 He or she is the person in the Bidder's organization responsible for the decision as to the prices being bid and that he or she has not participated, and will not participate, in any action contrary to Items 5.1 through 5.3 above; or

6.2 He or she is not the person in the Bidder's organization responsible for the decision as to the prices being bid, but that he or she has been authorized to act as agent certifying that such persons have not participated, and will not participate, in any action contrary to Items 5.1 through 5.3 above, and as their agent shall so certify. He or she also certifies that he or she has not participated, and will not participate, in any action contrary to Items 5.1 through 5.3 above.

7.0 Bidder certifies that wages paid in connection with the Project shall be paid at the prevailing wage rates as established by the State of Wisconsin, Department of Workforce Development, and the Federal Davis Bacon and Related Acts, whichever is higher, for each classification of work. Bidder further certifies that all provisions of the Conditions of the Contract will be exercised in the performance of any contract resulting from this Bid.

8.1 The lowest Total Base Bid price will be used in determining the successful bidder for this project as described in Article 11 of the Instruction to Bidders.

8.2 Bidder is required to provide pricing for the base bid. Failure to provide responses to all request bid items may result in the bid being considered non-responsive.

8.3 In accordance with the above understanding, the undersigned proposes to perform the Work, furnish all materials and complete the Work in its entirety in the manner and under the conditions required for the Base Bid Price and Alternate Bid Prices Below. The Bidder shall fill in each of the following blank lines and numbers for a responsive bid.

8.4 Total Base Bid Price: All Work shown in the Contract Documents, including, but not limited to furnishing and installing new Raw Water Pump Station, shoreline protection, site and yard improvement, **60-inch PCCP future intake stub**, and **60-inch 6,500 LF PCCP intake**. This includes Allowance No. 1 and Allowance No. 2 from Section 012100 Allowances.

Forty Three Million Nine Hundred Seventy Thousand
(amount in words) \$ 43,970,000
(amount in figures)

8.5 Mandatory Bid Alternate 1 Price: Additional price to provide alternate intake selection for the Base Bid scope of Work.

Bid Alternate 1: Additional price to provide **60-inch Steel future intake stub, and 60-inch 6,500 LF Steel intake.**

Thirteen Million Six Hundred Thousand \$ 13,600,000 ADD / DEDUCT (circle one)
(amount in words) (amount in figures)

8.6 Mandatory Bid Alternate 2 Prices: Additional price to provide alternate intake selection for the Base Bid scope of Work.

Bid Alternate 2A: Additional price to provide **60-inch PCCP future intake stub, and 60-inch 5,500 LF PCCP Intake.**

One Million Two Hundred Thousand \$ 1,200,000 ADD / DEDUCT (circle one)
(amount in words) (amount in figures)

Bid Alternate 2B: Additional price to provide **60-inch Steel future intake stub, and 60-inch 5,500 LF Steel Intake.**

Ten Million Eight Hundred Thousand \$ 10,800,000 ADD / DEDUCT (circle one)
(amount in words) (amount in figures)

8.7 Mandatory Bid Alternate 3 Prices: Additional price to provide alternate intake selection for the Base Bid scope of Work.

Bid Alternate 3A: Additional price to provide **54-inch PCCP future intake stub, and 54-inch 6,500 LF PCCP Intake.**

Three Hundred Sixty Thousand \$ 360,000 ADD / DEDUCT (circle one)
(amount in words) (amount in figures)

Bid Alternate 3B: Additional price to provide **54-inch Steel future intake stub, and 54-inch 6,500 LF Steel Intake.**

Twelve Million Three Hundred Thousand \$ 12,300,000 ADD / DEDUCT (circle one)
(amount in words) (amount in figures)

8.8 Mandatory Bid Alternate 4 Prices: Additional price to provide alternate intake selection for the Base Bid scope of Work.

Bid Alternate 4A: Additional price to provide **54-inch PCCP future intake stub, and 54-inch 5,500 LF PCCP Intake.**

One Million Five Hundred Twenty Thousand \$ 1,520,000 ADD / DEDUCT (circle one)
(amount in words) (amount in figures)

Bid Alternate 4B: Additional price to provide **54-inch Steel future intake stub, and 54-inch 5,500 LF Steel Intake.**

Ten Million (amount in words) \$ 10,000,000 ADD/ DEDUCT (circle one)
(amount in figures)

9.0 The undersigned agrees that extra work, if any, will be performed and will be paid for in accordance with Article 11 of the Conditions of the Contract.

10.0 Amounts shall be shown in both words and figures, where indicated. In case of discrepancy, the amount shown in words will govern.

11.0 The above prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance and incidentals required to complete the Work.

12.0 The Bidder proposes to furnish and install in full compliance with the Contract Documents, the major items of equipment, as manufactured by the following listed manufacturers. Bidder shall fill in gray shaded cells for a responsive Bid. The named manufacturers shall not be changed after the Bid without the approval of the Engineer.

No.	Item (Specification Section)	Manufacturer
1	Variable Frequency Drives (Section 262923)	Yaskawa
2	Gas-Engine-Driven Generators (Section 263216.16)	Kohler
3	Intake Pipe – Steel (Section 330524.23)	Thompson
4	Intake Pipe – PCCP (Section 330539.13)	Thompson
5	Traveling Water Screens (Section 462153)	Evogua
6	Vertical Turbine Short-Set Pumps (Section 432416.15)	Trillion Flowway
7	Low-Voltage Switchgear (Section 262300)	Kohler
8	Security Access Control System Supplier (Section 281000)	JSM Secure, Inc.
9	System Integrator (Section 406113)	Energenecs
10	Phone System Supplier (Section 406113)	Marco
11	Phone Service Provider (Section 406113)	Telecon One
12	Medium Voltage Switchgear (Section 261300)	S&C Electric
13	External Surge Protective Devices (Section 264500)	Current Technology Inc.
14	Fire Alarm System Supplier (Section 264500)	JSM Secure, Inc.

13.0 Bidder must answer the following questions:

13.1 Is Bidder currently certified as an MBE or WBE under EPA's DBE Program? Yes _____ No X

13.2 Has Bidder previously performed work subject to the President's Executive Order No. 11246, which relates to nondiscrimination? Yes ___ No X

13.3 Has Bidder reviewed and agreed to comply with all in-hand permits and draft permit conditions provided in Appendix D, as well as associated permit fees, bonds, insurance requirements, related regulatory requirements, and all associated terms and conditions: Yes X No ___

13.4 Does Bidder agree to apply for, obtain, and comply with any additional permits required by state, local, federal, or other jurisdictional authorities not included in the Contract Documents as well as associated permit fees, bonds, insurance requirements, related regulatory requirements, and all associated terms and conditions. This included permits with conditions included in Appendix D that are not yet in-hand or require submission or coordination by the Contractor: Yes X No ___

14.0 Bidder must include the following items with Bid:

14.1 This Bid Form.

14.2 Bid Security.

14.3 The following items pertaining to demonstrating good faith efforts to solicit disadvantaged business enterprises (DBEs):

14.3.1 Disadvantaged Business Enterprise Participation Plan

14.3.2 At least one of the following:

14.3.2.1 Certification of advertisement in an industry trade publication and/or the official newspaper of public record for the municipality for DBE participation or adequate evidence of proof of publication, including an actual copy of the advertisement. Advertisement shall include a statement like "DBEs, including MBEs and WBEs, are encouraged to submit proposals." If just one advertisement is published for all areas of work that may be subcontracted, it should indicate those types of work that could be subcontracted. The advertisement must run at least 30 days prior to Bid opening.

14.3.2.2 Documentation and records of DBEs contacted from a Unified Certification Program (UCP) List, preferably using Form 8700-294a.

14.3.2.3 Documentation and records of DBEs registered with a Unified Certification Program (UCP) that are utilized on the project. This documentation shall be submit to the DNR prior to loan closing.

14.3.3 DBE Good Faith Certification (Form 8700-294)

14.3.4 DBE Contact Worksheet (Form 8700-294A)

14.3.4 MBE/WBE Self-Certification form(s)

14.3.5 List of all disadvantaged business enterprises (DBE) and non-DBEs that submitted proposals to the Bidder, along with the date of the proposal.

14.3.6 List of DBEs not being utilized and justification for non-utilization.

14.3.10 Certification from Bidder attesting that the Bidder has no controlling or dominating interest or conflict of interest with the DBEs that are proposed to be utilized.

14.4 In the instances where the Bidder does not receive any proposals from DBEs prior to the Bid opening, certification from Bidder attesting that no proposals were received.

14.5 Bidder Certification Regarding the Use of American Iron and Steel Products.

14.6 Prevailing Wage Rate Violation Disclosure, if applicable, as required by WSA 66.0903(12).

14.7 Disclosure of Ownership Form.

15.0 SAFE DRINKING WATER LOAN REQUIREMENTS (4/10) (PC 6/21)

This project is being financed in whole or in part by the Wisconsin Department of Natural Resources through the Clean Water Fund Program (CWFP) or the Safe Drinking Water Loan Program (SDWLP). Municipalities constructing projects designated as Federal Equivalency must comply with the following federal laws and all applicable state and federal laws, rules, and regulations and must ensure that their contractor(s) also comply with these laws, rules, and regulations.

1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), the Rehabilitation Act of 1973 (P.L. 93-1123, 87 Stat. 355, 29 U.S.C. Sec. 794), the Older Americans Amendments of 1975 (P.L. 94-135 Sec. 303, 89 Stat. 713, 728, 42 U.S.C. Sec. 6102), and subsequent regulations ensure access to facilities or programs regardless of race, color, national origin, sex, age, or handicap.

2) Executive Order 11246, as amended by Executive Orders 11375 and 12086 and subsequent regulations, prohibits employment discrimination on the basis of race, color, religion, sex, or national origin. Inclusion of the seven clauses in Section 202 of E.O. 11246 as amended by E.O. 11375 and 12086 are required in all project related contracts and subcontracts for municipalities over 3,300 population.

3) Executive Orders 11625, 12138, and 12432; 40 CFR part 33; Section 129 of P.L. 100-590 Small Businesses Reauthorization & Amendment Act of 1988; Public Law 102-389 (42 USC. 437d); a 1993 appropriations act ("EPA's 8% statute"); and Public Law 101-549, Title X of the Clean Air Acts Amendments of 1990 (42 USC. 7601 note) ("EPA's 10% statute") encourage recipients to award construction, supply, and professional service contracts to minority and women's business enterprises (MBE/WBE) and small businesses and require recipients to utilize affirmative steps in procurement.

4) 40 CFR Part 33 - Participation by Disadvantaged Business Enterprises in Procurement under Environmental Protection Agency (EPA) Financial Assistance Agreements sets forth a narrowly tailored EPA program to serve the compelling government interest of remedying past and current racial discrimination through agency-wide DBE procurement objectives.

5) Executive Order 12549, 3 CFR, 189; and 40 CFR Part 32, Subparts B and C, prohibit entering into contracts or subcontracts with individuals or businesses who are debarred or suspended. Borrowers are required to check the status of all contractors (construction and professional services) and must require contractors to check the status of subcontractors for contracts expected to be equal to or over \$25,000 at SAM.gov.

6) Executive Order 13202, as amended by Executive Order 13208, does not allow bid specifications, project agreements, or other controlling agreements to require or prohibit bidders, contractors, or

subcontractors to enter into or to adhere to project labor agreements.

7) Section 513 of the Federal Water Pollution Control Act (33 USC 1372) or Section 1450(e) of the Safe Drinking Water Act (42 USC 300j-9(e)), as applicable, requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor has the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 USC. App.) and section 3145 of title 40, United State Code.

By signing this Bid, the Bidder agrees to full compliance with NR 166 of the Wisconsin Administrative Code. The Bidder certifies that he has exercised all options available toward complying with the requirements for Disadvantage Business Enterprise utilization specified in these Contract Documents.

Further, Bidder hereby agrees to ensure that all wages paid to workers on this project, including workers employed by subcontractors, are not less than the prevailing wages established by the United States Department of Labor. Contractor shall pay wages not less than the prevailing wages established by the U.S. Department of Labor for Heavy Construction Projects (Sewer and Water Line and Tunnel) and for Building Construction Projects for Wisconsin. A copy of the established prevailing wage rates is included in the Contract Documents. In the event that State of Wisconsin prevailing wage rates are different from the Federal prevailing wage rates, Contractor shall pay the higher wage.

Contractor shall comply with all requirements of Federal Prevailing Wage law, including submission of certified payroll and signed statements of compliance. Workers shall be made available for interviews to verify that prevailing wages are being paid.

16.0 The Bidder hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

17.0 The names and residences of all persons and parties interested in the foregoing Bid as principals are as follows:

(Give first and last names in full. In the case of a corporation, see Article 8.3 of the Instructions to Bidders, in the case of a limited liability company [LLC], see Article 8.4 of the Instructions to Bidders, in the case of a partnership, see Article 8.5 of the Instructions to Bidders.)

Benjamin J. Lee, President

Jeffrey A. Graves, Secretary

18.0 The undersigned hereby certifies that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

19.0 The undersigned hereby certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

39-1490780

Social Security Number
or Federal Identification
Number

Staab Construction Corporation

Signature of Individual or
Corporate Name

By: Benjamin J. Lee

Corporate Officer - Benjamin J. Lee, President
(if applicable) State of Incorporation - WISCONSIN

Notice of acceptance should be mailed, faxed, or delivered to the following:

Benjamin J. Lee
(Name)

By: President

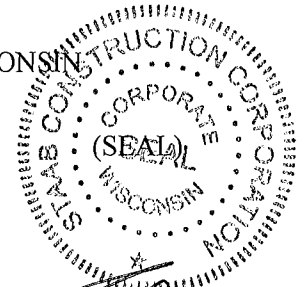
(Title)

1800 Laemle Ave
(Business Address)

Marshfield, WI 54449
(City and State)

Date 1/27/2022

Attest: Jeffrey A. Graves
(Jeffrey A. Graves, Secretary)



If the Bidder is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

END OF SECTION 004113.16


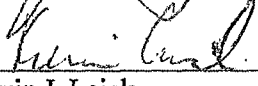
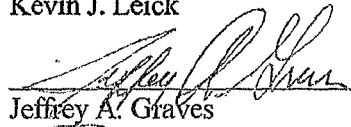
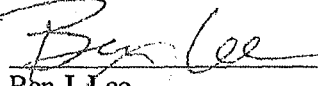



BOARD OF DIRECTORS
RESOLUTION

CERTIFICATE OF RESOLUTION

I, Ben J. Lee, President of STAAB CONSTRUCTION CORPORATION, a Corporation duly organized under the state of Wisconsin, hereby present this resolution for consideration and approval by the Board of Directors of the Corporation.

RESOLVED, effective 01/23/2019, the Corporation authorizes the President, Ben J. Lee, be authorized to execute bid documents and contracts and in his absence, Executive Vice President, Aaron E. Staab, Senior Vice President, Kevin J. Leick, Vice President, Kevin M. Fischer, or Secretary/Treasurer, Jeffrey A. Graves.

 Aaron E. Staab	1-24-19 Date
 Kevin J. Leick	1-23-19 Date
 Jeffrey A. Graves	1-23-19 Date
 Ben J. Lee	1-23-19 Date
 Dennis Olson	1-24-19 Date

Ali Teske – The Daily Reporter
ateske@dailyreporter.com

Please place the following ad in **The Daily Reporter**
for **the next possible run date**.

Please run the ad only once. Thank You!!

Bill to:
Staab Construction Corporation
1800 Laemle Ave.
Marshfield, WI 54449

Phone: 715-387-8429 Ext. 205
Fax: 715-384-4846
Contact: Sue Kuechenmeister
Email: skuechenmeister@staabco.com

**ATTENTION
MBE/WBE/SBE/DBE**

Subcontractors and Suppliers

Staab Construction Corp. is seeking subcontractor

Bids for various projects listed below. If
Interested in quoting on this work, please contact
our office for information regarding specific jobs
and any assistance you may need.

**Raw Water Improvements Project
Sheboygan, WI**

Bid date: January 20 @ 10:00 AM

STAAB CONSTRUCTION CORP.

1800 Laemle Ave.
Marshfield, WI 54449
715-387-8429 Fax: 715-384-4846

EEO Employer

NOTE: This form is authorized by chs. NR 162 and NR 166, Wis. Adm. Code. The information requested on this form is necessary for the review of solicitation of Disadvantaged Business Enterprises (DBEs). This form is intended to be a tool to assist those seeking funding from the EIF (Clean Water Fund Program or Safe Drinking Water Loan Program) to meet the DBE requirements of EIF programs. Submitting this form to the Department is optional. Applicants may submit the form as the required documentation of solicitation efforts or provide the information in some other format. Personally identifiable information provided on this form will only be used in determining whether or not DBE requirements are met. Failure to complete or submit this form has no impact on the applicant. For complete information regarding DBE requirements, see the Contract Packet for DBE Compliance on DNR's website at <http://dnr.wi.gov/Aid/documents/EIF/Guide/DBE.html>.

Contact DBEs on a Unified Certification Program (UCP) List to solicit bids from DBE firms (e.g., firms registered in the WisDOT UCP, <http://wisconsindot.gov/pages/doing-bus/civil-rights/dbe/certified-firms.aspx>). The individual that makes the contacts should document all contacts. Contact at least 2 minority business enterprises (MBEs) and 2 women's business enterprises (WBEs); additional contacts may be to any type of DBE. Only contacts made to DBEs on DOT's UCP list can be considered in determining whether a good faith effort was made to solicit DBEs.

Project Information

Name of Municipality Sheboygan Water Utility	EIF Project Number 4901-09
Name of Prime Contractor Staab Construction Corporation	Information Prepared By (Name and Phone or E-Mail Address) Ron Twardowski 715-387-8429

Contacts

Information Needed For Review	Contact 1	Contact 2	Contact 3
a. Name of Firm Contacted	Arteaga Construction, Inc	Belonger Construction, Inc	CDR Landscaping & Const LLC
b. Contact's Phone Number or E-Mail	414-744-7944	800-766-9918	414-405-4087
c. Firm Type	<input checked="" type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input checked="" type="radio"/> MBE <input checked="" type="radio"/> WBE <input type="radio"/> Other DBE	<input checked="" type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE
d. On DOT UCP list?	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
e. Date Contacted	12/28/21	12/28/21	12/28/21
f. Result of contact			
g. Bid received?	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
h. If bid received and rejected, why rejected?	Not Low		
i. Utilizing this firm? (If yes, more on p. 4)*	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Environmental Improvement Fund (EIF)
DBE Contacts Worksheet

Form 8700-294A (R 03/17)

Page 2 of 4

Information Needed For Review	Contact 4	Contact 5	Contact 6
a. Name of Firm Contacted	CRUZ Landscape	Hurt Electric Inc	Applied Flooring Solutions, LLC
b. Contact's Phone Number or E-Mail	414-545-1192	262-252-0500	920-662-1900
c. Firm Type	<input checked="" type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input checked="" type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input checked="" type="radio"/> WBE <input type="radio"/> Other DBE
d. On DOT UCP list?	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
e. Date Contacted	12/28/21	12/28/21	12/28/21
f. Result of contact			
g. Bid received?	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
h. If bid received and rejected, why rejected?			
i. Utilizing this firm? (If yes, more on p. 4)*	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Information Needed For Review	Contact 7	Contact 8	Contact 9
a. Name of Firm Contacted	D&G Insulation Inc	Express Insulation, Inc.	Bobbie's Marine
b. Contact's Phone Number or E-Mail	262-789-9237	920-488-2717	
c. Firm Type	<input type="radio"/> MBE <input checked="" type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input checked="" type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input checked="" type="radio"/> WBE <input type="radio"/> Other DBE
d. On DOT UCP list?	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
e. Date Contacted	12/28/21	12/28/21	11/1/22
f. Result of contact			Bidding
g. Bid received?	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
h. If bid received and rejected, why rejected?	Not Low		
i. Utilizing this firm? (If yes, more on p. 4)*	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Environmental Improvement Fund (EIF) DBE Contacts Worksheet

Form 8700-294A (R 03/17)

Page 3 of 4

Information Needed For Review	Contact 10	Contact 11	Contact 12
a. Name of Firm Contacted			
b. Contact's Phone Number or E-Mail			
c. Firm Type	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE
d. On DOT UCP list?	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
e. Date Contacted			
f. Result of contact			
g. Bid received?	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
h. If bid received and rejected, why rejected?			
i. Utilizing this firm? (If yes, more on p. 4)*	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Information Needed For Review	Contact 13	Contact 14	Contact 15
a. Name of Firm Contacted			
b. Contact's Phone Number or E-Mail			
c. Firm Type	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE
d. On DOT UCP list?	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
e. Date Contacted			
f. Result of contact			
g. Bid received?	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
h. If bid received and rejected, why rejected?			
i. Utilizing this firm? (If yes, more on p. 4)*	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Form 8700-294A (R 03/17)

[illegible]

State of Wisconsin
Department of Natural Resources
Bureau of Community Financial Assistance
101 S. Webster St., PO Box 7921
Madison WI 53707-7921
Phone No. (608) 266-7555 FAX (608) 267-0496
website: dnr.wi.gov/org/caer/cfa/cfindex.html

**Environmental Improvement Fund (EIF)
Disadvantaged Business Enterprise (DBE)
Good Faith Certification**
Form 8700-294 (R 04/21)

Notice: Under ss. NR 162.09(4) and NR 166.12(4), Wis. Adm. Code, a municipality is required to provide complete information, as requested on this form, to verify that it has complied with requirements regarding solicitation of minority-and women-business enterprises (MBE/WBEs) and other Disadvantaged Business Enterprises (DBEs). The Department will not complete a financial assistance agreement unless the municipality submits documentation regarding DBE solicitation or utilization. Failure to provide information requested, or make a good faith effort, may result in sanctions described in s. NR 162.09(3)(b) or s. NR 166.12(4), Wis. Adm. Code.

Personally identifiable information provided on this form will be used to review participation in a project and may also be made available to requesters as required by Wisconsin Public Records law [ss. 19.31 - 19.39, Wis. Stats.].

Check applicable program: ☒ Safe Drinking Water Loan Program ☐ Clean Water Fund Program

I. Project Information

1. Name of Municipality Sheboygan Water Utility	2. EIF Project Number 4901-09
3. Name of Authorized Representative (Print or Type) Benjamin J Lee	4. Title of Authorized Representative (Print or Type) President, Staab Construction Corporation

II. Good Faith Effort

1. Are any DBEs anticipated to perform any type of work on this project? If yes, include details about the anticipated utilization below. ☐ Yes ☒ No
2. Did your municipality either:
 - a. Contact DBEs included on the Unified Certification Program List (e.g., WisDOT UCP) when soliciting bids? ☒ Yes ☐ No
 - OR
 - b. Publish an advertisement in the official newspaper of record that included language encouraging DBEs to submit bids?
3. Did each primary contractor either:
 - a. Contact DBEs included on the Unified Certification Program List (e.g., WisDOT UCP) when soliciting bids? ☒ Yes ☐ No
 - OR
 - b. Publish an advertisement in an industry trade publication and/or the official newspaper of record that included language encouraging DBEs to submit proposals?
4. Did your municipality, your primary engineer, and/or primary contractor divide the total scope of work into smaller tasks and packages to permit maximum utilization of DBEs? ☒ Yes ☐ No
5. Did your municipality, your primary engineer, and/or primary contractor establish delivery schedules that enabled DBEs to compete for contracts or subcontracts? ☒ Yes ☐ No
6. Did your municipality, your primary engineer, and/or primary contractor use the disadvantaged business services (obtain lists of certified disadvantaged businesses or request other assistance) of agencies such as the Wisconsin Department of Transportation or the Small Business Administration? ☒ Yes ☐ No
7. Were solicited DBEs provided a reasonable amount of time to respond to requests for bids? ☒ Yes ☐ No
8. If you answered "No" to any of the questions in numbers II.1 - II.7 above, provide justification or an explanation of why you could not answer "Yes" to that question.

See Form 8700-294A (R03/17)

Municipal Certification

I certify that, to the best of my knowledge, the information provided on this form is true, accurate and complete.

Signature of Authorized Representative

Date Signed

1/27/2022

Benjamin J. Lee, President

**Safe Drinking Water Loan Program (SDWLP)
American Iron & Steel Certification**

Form 8700-356 (R 07/20)

Municipality Sheboygan Water Utility

SDWLP Project No.
4901-09

Note: This form is authorized by section 1452 of the Federal Safe Drinking Water Act, as amended. Receipt of this information is mandatory for projects receiving funding through the SDWLP. Failure to submit a completed form will result in denial of funds for the project. Recipients are also required to complete a Federal Requirements Compliance Certification prior to project closeout.

Projects financed in whole or in part by the Safe Drinking Water Loan Program, for the construction, alteration, maintenance, or repair of a public water system or treatment works are required to use American iron and steel unless one of the specified exemptions applies.

Check the applicable box(es):

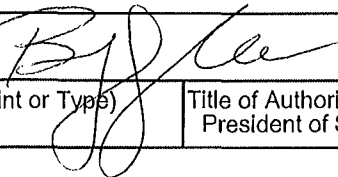
- ☒ All of the iron and steel products used in this project were or will be produced in the United States.
- ☐ The following construction contracts covered work which received plans and specifications approval prior to December 16, 2014 and are not subject to the use of American Iron and Steel requirement:
- ☒ This project contains incidental components that cumulatively comprise no more than 5 percent of the total cost of the materials used in and incorporated into the project, and the cost of an individual item does not exceed 1 percent. Accordingly, it is covered by the nationwide waiver issued by EPA for such incidental components as a *de minimis* factor in a project. The municipality shall submit documentation to DNR at project closeout regarding the items covered by the waiver and their costs as required by the waiver.
- ☐ A waiver to the use of American Iron and Steel Requirement has been approved by EPA specifically for this project. Attach a copy of the approved EPA waiver to this certification.
- ☐ A categorical or national waiver to the use of American Iron and Steel Requirement, which is applicable to this project, has been approved by EPA. Attach a copy of the approved EPA waiver to this certification along with documentation that demonstrates that the waiver is applicable to this project.

I am the authorized representative of Staab Construction Corporation (insert name of municipality), and I hereby certify, on their behalf, that with respect to the above-named project, unless the project was determined to be exempt from the requirement, all successful bidders were required to certify that:

- they have reviewed and understand the use of American Iron and Steel requirement;
- their bids reflected their best, good faith efforts to identify domestic sources of iron and steel, where such American-made products were available on the schedule prescribed in the bid solicitation;
- all iron and steel products contained in their bids will be and/or have been produced in the United States in a manner that complies with the use of American Iron and Steel requirement, unless a waiver of the requirement is approved;
- they will provide further verification, certification or assurance of compliance, or information necessary to support a waiver of the use of American Iron and Steel requirement; and
- they understand that any failure to comply with the use of American Iron and Steel requirement shall permit the municipality or the State to recover as damages against the contractor any loss, expense, or cost (including without limitation engineering or attorney's fees) incurred by the municipality or the State resulting from any such failure.

Certification

Signature of Authorized Municipal Representative



Date Signed

01/27/2022

Name of Authorized Municipal Representative (Print or Type)
Benjamin J. Lee

Title of Authorized Municipal Representative (Print or Type)
President of Staab Construction Corporation

Disclosure of Ownership

The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d), 66.0904(10)(d) and 103.49(7)(d), Wisconsin Statutes.

The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.

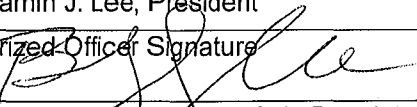
Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1) (m), Wisconsin Statutes].

- (1) On the date a contractor submits a bid to or completes negotiations with a state agency, local governmental unit, or developer, investor or owner on a project subject to Section 66.0903, 66.0904 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency, local governmental unit, or developer, investor or owner, the name of any "other construction business," which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.
- (2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 66.0904(2), 103.49(2) and 103.50(2), Wisconsin Statutes.
- (3) This form must ONLY be filed, with the state agency project owner, local governmental unit project owner, or developer, investor or owner of a publicly funded private construction project that will be awarding the contract, if **both (A) and (B) are met.**
 - (A) The contractor, or a shareholder, officer or partner of the contractor:
 - (1) Owns at least a 25% interest in the "other construction business," indicated below, on the date the contractor submits a bid or completes negotiations; or
 - (2) Has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.
 - (B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

Other Construction Business

Business Name NONE			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code

I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.

Print the Name of Authorized Officer Benjamin J. Lee, President			
Authorized Officer Signature 		Date Signed January 27, 2022	
Corporation, Partnership or Sole Proprietorship Name Staab Construction Corporation			
Street Address or P O Box 1800 Laemle Ave	City Marshfield	State WI	Zip Code 54449

If you have any questions call (608) 266-6861

AIA® Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Staab Construction Corporation

1800 Laemle Ave
Marshfield, WI 544494639

OWNER:

(Name, legal status and address)
Sheboygan Water Utility

72 Park Avenue
Sheboygan, WI 53081

BOND AMOUNT:

PROJECT:

(Name, location or address, and Project number, if any)
Raw Water System Improvements, Sheboygan, WI

SURETY:

(Name, legal status and principal place
of business)

Western Surety Company

151 N Franklin St
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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.

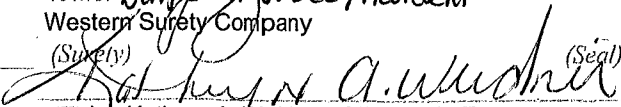
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement 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 sealed this 20th day of January, 2022


(Witness) Jeffrey A. Graves, Secretary - Staab Construction Corporation

Staab Construction Corporation
(Contractor as Principal)


(Title) Benjamin J. Lee, President
Western Surety Company


(Surety)
(Title) Kathryn A. Weidner, 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.

AIA Document A310™ - 2010 (rev. 10/2010). Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

ACD43070810

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Judith A. Walker, Patrick A. McKenna, Kathryn A. Weidner, Jay A. Zahn, Elizabeth Mosca,
David Zenobi, Brooke L. Parker, Individually**

of Madison, WI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat

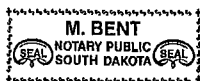
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 15th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20th day of January, 2022



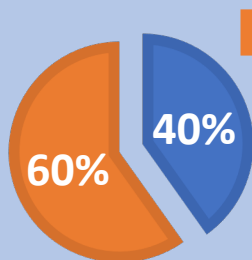
WESTERN SURETY COMPANY

L. Nelson

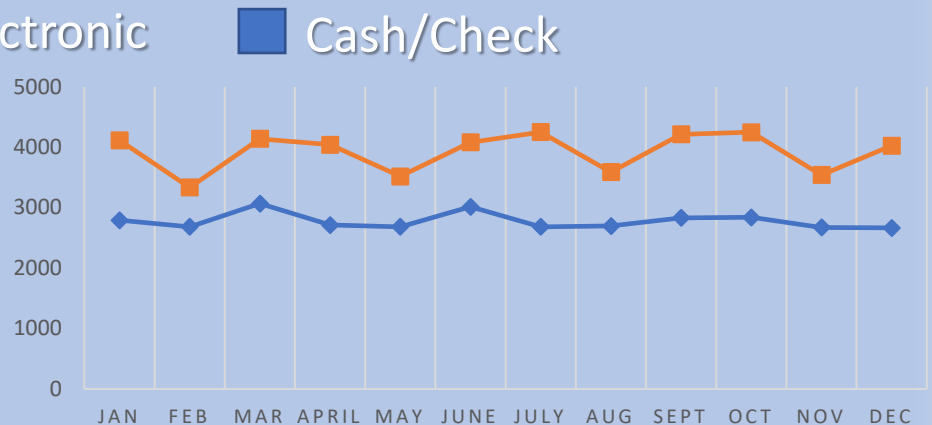
L. Nelson, Assistant Secretary

CUSTOMER RELATIONS & FISCAL SUMMARY

PAYMENT TRANSACTIONS



6,693
Total # of December
Payments Processed



COLLECTIONS

District 2

\$1,085,704

Billed

\$245,093

Outstanding
After Due Date

1653

Past Due Letters Mailed

0

Disconnection
Letters Mailed

0*

Properties Disconnected

\$103,493

Outstanding At
Month End

**Disconnections held
to January*

PAYMENT BY SOURCE

	Dec 2020	Dec 2021
Payment Window	0	328
Drop Box Payments	436	158
Electronic Payments	3055	4027
Cash/Check Payments	1900	2180
Total Payments	5391	6693

Payments Returned NSF **7**

UTILITY BILLS

Mailed
5,620

Paperless
910



DECEMBER
2021

CUSTOMER RELATIONS & FISCAL SUMMARY

PROPERTY TRANSACTIONS

	December 2020	December 2021
Account Transfers <i>(Finals)</i>	242	197
Property Data Requests	87	98

PSC COMPLAINTS

0 PSC Complaint(s) Filed

ACCOUNTS PAYABLE

222 Invoices Paid

CUSTOMER SERVICE



164

Customer Service Email
Requests Completed



1,376

USS Calls Answered



62:04

USS Hours
On the Phone



263

Lead ST Calls Completed
(Incoming & Outgoing)



10:35

Lead ST Hours
On the Phone

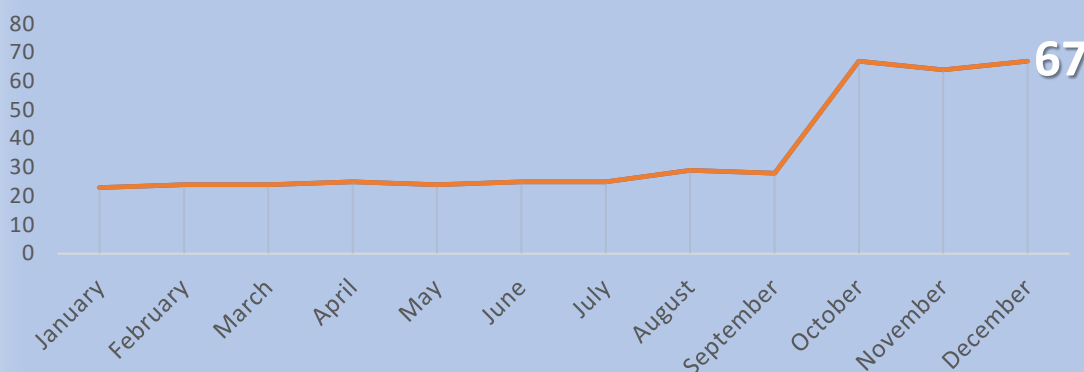
CUSTOMER ASSISTANCE PAYMENTS

Number of Payments Received: **11**

Total Dollars: **\$3,182.52**

*Payments received from Wisconsin Emergency Rental Assistance Program, LIHEAP, Salvation Army, and St. Vincent DePaul for customer benefit.

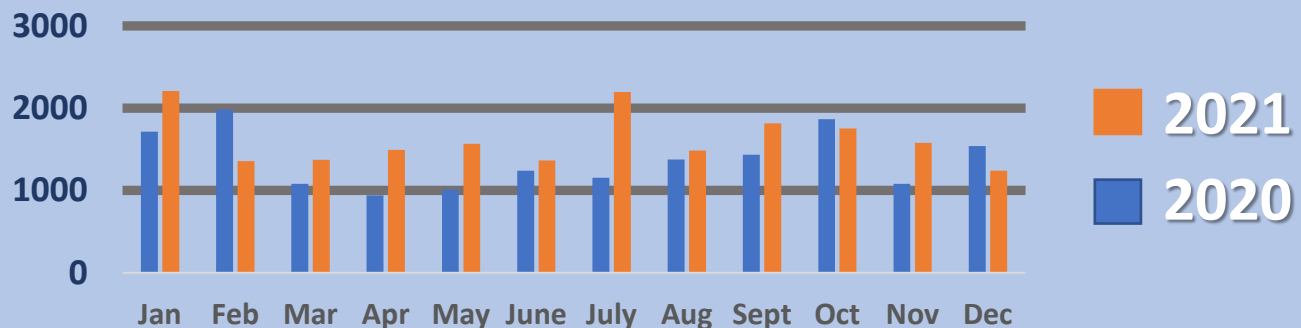
LEAD SERVICE LINE REPLACEMENT ACTIVE LOANS



**DECEMBER
2021**

CUSTOMER RELATIONS & FISCAL SUMMARY

SERVICE TECH MILES DRIVEN



CROSS CONNECTION

51
78

Inspections by SWU

Inspections by Hydro Corp



8

Facilities with
Compliance Issues

LEAD EDUCATION

37

WDNR Lead in
Drinking Water
Brochures Distributed
at home visits

TROUBLESHOOTING WORK ORDERS COMPLETED

72

Work orders completed for high consumptions, zero/low, and checks.

LEAK ALLOWANCES ISSUED

1

Customer Requests

96

CCF Allowed @ Reduced Rate



SERVICE LEAKS

0

New Reported Leaks

2

Leaks Fixed

0

Active Leak(s) Month End

METERS

59

Meters

Installed/Replaced

110

Meters Tested



DECEMBER
2021

CUSTOMER RELATIONS & FISCAL SUMMARY

FACEBOOK PAGE



0 December New Followers

719 Total Followers

WEBSITE VISITORS

3,252



2020 Visits in December: 2,370
Top Page Viewed: **Pay Your Bill**

ADDITIONAL CR/F ACTIVITIES DECEMBER

- 💧 Service Techs continued their work changing out and testing water meters.
- 💧 Completed year end meter inventory.
- 💧 Conducted large meter testing.
- 💧 Completed annual performance evaluations.

DECEMBER
2021

**AMENDMENT #1
TO
Sheboygan Board of Water
Employee Health and Welfare Benefit Plan**

BY THIS AGREEMENT, The Sheboygan Board of Water Employee Health and Welfare Benefit Plan (herein called the "Plan") is hereby amended as follows, effective January 1, 2022:

ARTICLE III – DEFINITIONS

The following definition are being added:

"Certified IDR Entity"

"Certified IDR Entity" shall mean an entity responsible for conducting determinations under the No Surprises Act and that has been properly certified by the Department of Health and Human Services, the Department of Labor, and the Department of the Treasury.

"Independent Freestanding Emergency Department"

"Independent Freestanding Emergency Department" means a health care facility that is geographically separate and distinct, and licensed separately, from a Hospital under applicable state law, and which provides any Emergency Services.

"Participating Health Care Facility"

"Participating Health Care Facility" shall mean a Hospital or Hospital Outpatient department, critical access Hospital, Ambulatory Surgical Center, or other Provider as required by law, which has a direct or indirect contractual relationship with the Plan with respect to the furnishing of a healthcare item or service. A single direct contract or case agreement between a health care facility and a plan constitutes a contractual relationship for purposes of this definition with respect to the parties to the agreement and particular individual(s) involved.

"Qualifying Payment Amount"

"Qualifying Payment Amount" means the median of the contracted rates recognized by the Plan, or recognized by all plans serviced by the Plan's Third Party Administrator (if calculated by the Third Party Administrator), for the same or a similar item or service provided by a Provider in the same or similar specialty in the same geographic region. If there are insufficient (meaning at least three) contracted rates available to determine a Qualifying Payment Amount, said amount will be determined by referencing a state all-payer claims database or, if unavailable, any eligible third-party database in accordance with applicable law.

"Recognized Amount"

"Recognized Amount" shall mean, except for Non-Network air ambulance services, an amount determined under an applicable all-payer model agreement, or if unavailable, an amount determined by applicable state law. If no such amounts are available or applicable and for Non-Network air ambulance services generally, the Recognized Amount shall mean the lesser of a Provider's billed charge or the Qualifying Payment Amount.

The definition of the term "Emergency Services" is removed and replaced with the following:

"Emergency Services"

"Emergency Services" shall mean, with respect to an Emergency Medical Condition, the following:

1. An appropriate medical screening examination (as required under section 1867 of the Social Security Act, 42 U.S.C. 1395dd) that is within the capability of the emergency department of a Hospital or of an Independent Freestanding Emergency Department, as applicable, including ancillary services routinely available to the emergency department to evaluate such Emergency Medical Condition; and
2. Within the capabilities of the staff and facilities available at the Hospital or the Independent Freestanding Emergency Department, as applicable, such further medical examination and

treatment as are required under section 1867 of the Social Security Act (42 U.S.C. 1395dd), or as would be required under such section if such section applied to an Independent Freestanding Emergency Department, to stabilize the patient (regardless of the department of the Hospital in which such further examination or treatment is furnished).

When furnished with respect to an Emergency Medical Condition, Emergency Services shall also include an item or service provided by a Non-Network Provider or Non-Participating Health Care Facility (regardless of the department of the Hospital in which items or services are furnished) after the Participant is stabilized and as part of Outpatient observation or an Inpatient or Outpatient stay with respect to the visit in which the Emergency Services are furnished, until such time as the Provider determines that the Participant is able to travel using non-medical transportation or non-emergency medical transportation, and the Participant is in a condition to, and in fact does, give informed consent to the Provider to be treated as a Non-Network Provider.

The definition of the term "Maximum Allowable Charge" is removed and replaced with the following:

"Maximum Allowable Charge"

The "Maximum Allowable Charge" shall mean the amount payable for a specific covered item under this Plan. The Maximum Allowable Charge will be a negotiated rate, if one exists.

For claims subject to the No Surprises Act (see "No Surprises Act – Emergency Services and Surprises Bills" within the section "Summary of Benefits,") if no negotiated rate exists, the Maximum Allowable Charge will be:

- An amount determined by an applicable all-payer model agreement; or
- If no such amount exists, an amount determined by applicable state law; or
- If neither such amount exists, an amount deemed payable by a Certified IDR Entity or a court of competent jurisdiction, if applicable.]

If none of the above factors is applicable, the Plan Administrator will exercise its discretion to determine the Maximum Allowable Charge based on any of the following: Medicare reimbursement rates, Medicare cost data, amounts actually collected by Providers in the area for similar services, or average wholesale price (AWP) or manufacturer's retail pricing (MRP). These ancillary factors will take into account generally-accepted billing standards and practices.

When more than one treatment option is available, and one option is no more effective than another, the least costly option that is no less effective than any other option will be considered within the Maximum Allowable Charge. The Maximum Allowable Charge will be limited to an amount which, in the Plan Administrator's discretion, is charged for services or supplies that are not unreasonably caused by the treating Provider, including errors in medical care that are clearly identifiable, preventable, and serious in their consequence for patients. A finding of Provider negligence or malpractice is not required for services or fees to be considered ineligible pursuant to this provision.

ARTICLE IV – ELIGIBILITY FOR COVERAGE

4.01 Eligibility for Individual Coverage

The following language is being added:

The medical and dental benefits provided under this Plan are offered separately. If you choose to enroll, you have the option to elect medical benefits only, dental benefits only or both medical and dental benefits. Your enrollment choices will determine the employee contribution amount you will be charged for under the Plan.

ARTICLE VII – SUMMARY OF BENEFITS

7.01A Network and Non-Network Provider Arrangement

The following language is being deleted:

2. If the charge billed by a Non-Network Provider for any covered service is higher than the Maximum Allowable Charge determined by the Plan, Participants are responsible for the excess unless the Provider accepts assignment of benefits as consideration in full for services rendered. Since Network Providers have agreed to accept a negotiated discounted fee as full payment for their services, Participants are not responsible for any billed amount that exceeds that fee. The Plan Administrator reserves the right to revoke any previously-given assignment of benefits or to proactively prohibit assignment of benefits to anyone, including any Provider, at its discretion.
3. To receive benefit consideration, Participants must submit claims for services provided by Non-Network Providers to the Third Party Administrator. Network Providers have agreed to bill the Plan directly, so that Participants do not have to submit claims themselves.

The following language replaces the above language:

2. Except as outlined in “No Surprises Act – Emergency Services and Surprise Bills” below, if the charge billed by a Non-Network Provider for any covered service is higher than the Maximum Allowable Charge determined by the Plan, Participants are responsible for the excess unless the Provider accepts assignment of benefits as consideration in full for services rendered. Since Network Providers have agreed to accept a negotiated discounted fee as full payment for their services, Participants are not responsible for any billed amount that exceeds that fee. The Plan Administrator reserves the right to revoke any previously-given assignment of benefits or to proactively prohibit assignment of benefits to anyone, including any Provider, at its discretion.
3. To receive benefit consideration, Participants may need to submit claims for services provided by Non-Network Providers to the Third Party Administrator. Network Providers have agreed to bill the Plan directly, so that Participants do not have to submit claims themselves.

The following language is being added:

5. If a Participant receives information with respect to an item or service from the Plan, its representative, or a database maintained by the Plan or its representative indicating that a particular Provider is an In-Network Provider and the Participant receives such item or service in reliance on that information, the Participant’s Coinsurance, Copayment, Deductible, and out-of-pocket maximum will be calculated as if the Provider had been In-Network despite that information proving inaccurate.

The following sub-section is being added to 7.01:

7.01B No Surprises Act – Emergency Services and Surprise Bills

For Non-Network claims subject to the No Surprises Act (“NSA”), Participant cost-sharing will be the same amount as would be applied if the claim was provided by a Network Provider and will be calculated as if the Plan’s Allowable Expense was the Recognized Amount, regardless of the Plan’s actual Maximum Allowable Charge. The NSA prohibits Providers from pursuing Participants for the difference between the Maximum Allowable Charge and the Provider’s billed charge for applicable services, with the exception of valid Plan-appointed cost-sharing as outlined above. Any such cost-sharing amounts will accrue toward In-Network Deductibles and out of pocket maximums.

Benefits for claims subject to the NSA will be denied or paid within 30 days of receipt of an initial claim, and if approved will be paid directly to the Provider.

Claims subject to the NSA are those which are submitted for:

- Emergency Services;
- Non-emergency services rendered by a Non-Network Provider at a Participating Health Care Facility, provided the Participant has not validly waived the applicability of the NSA; and

- Covered Non-Network air ambulance services.

The following sub-section is being added to 7.01:

7.01C Continuity of Care

In the event a Participant is a continuing care patient receiving a course of treatment from a Provider which is In-Network or otherwise has a contractual relationship with the Plan governing such care and that contractual relationship is terminated, not renewed, or otherwise ends for any reason other than the Provider's failure to meet applicable quality standards or for fraud, the Participant shall have the following rights to continuation of care.

The Plan shall notify the Participant in a timely manner and that the Participant has rights to elect continued transitional care from the Provider. If the Participant elects in writing to receive continued transitional care, Plan benefits will apply under the same terms and conditions as would be applicable had the termination not occurred, beginning on the date the Plan's notice of termination is provided and ending 90 days later or when the Participant ceases to be a continuing care patient, whichever is sooner.

For purposes of this provision, "continuing care patient" means an individual who:

1. is undergoing a course of treatment for a serious and complex condition from a specific Provider,
2. is undergoing a course of institutional or Inpatient care from a specific Provider,
3. is scheduled to undergo non-elective surgery from a specific Provider, including receipt of postoperative care with respect to the surgery,
4. is pregnant and undergoing a course of treatment for the Pregnancy from a specific Provider, or
5. is or was determined to be terminally ill and is receiving treatment for such illness from a specific Provider.

Note that during continuation, Plan benefits will be processed as if the termination had not occurred, however, the Provider may be free to pursue the Participant for any amounts above the Plan's benefit amount.

The following sections are being deleted in their entirety:

Section 7.06 – Summary of Medical Benefits

Section 7.08 – Summary of Benefits - Prescription Drug

The following sections are replacing the above in their entirety:

7.06 Summary of Medical Benefits

The following benefits are per Participant per Calendar Year. All benefits are subject to the Maximum Allowable Charge.

	Network	Non-Network	Notes
Deductible			
Individual	\$750	\$750	
Family Unit (Embedded)	\$1,500	\$1,500	
Coinsurance Payment Level (unless otherwise stated)	80%	60%	
Total Medical Maximum Out-of-Pocket			
Individual	\$1,500	\$2,400	Includes medical & Rx deductible, coinsurance and copays
Family Unit (Embedded)	\$3,000	\$4,800	
The Plan will pay the designated percentage of Covered Charges until out-of-pocket amounts are reached, at which time the Plan will pay 100% of the remainder of Covered Charges for the rest of the Plan Year unless stated otherwise. Please see the Prescription Drug Section for cost share information.			
The following charges do not apply toward the annual maximum out of pocket and are never paid at 100%.			

- Cost containment penalties
- Ineligible Charges
- Amounts over the Usual & Customary

The following table identifies what does and does not apply toward the Network Total Maximum Out-of-Pocket:

Plan Features	Applies to the Network Out-of-Pocket Maximum?
Payments toward the annual Deductible	Yes
Coinsurance payments,	Yes
Charges for non-covered services	No
Charges that exceed Allowable Expenses	No

Covered Medical Expenses	Network	Non-Network	Limits
Allergy Services <i>(Office Visit, Injections & Serum)</i>	\$80 copay	60% after Deductible	Please see “ <i>Diagnostic Services – Labs</i> ” below to see how basic lab services will be processed.
Ambulance (Air)	80% after Deductible	Network Benefits Apply	
Ambulance (Ground/Water)	80% after Deductible	Network Benefits Apply	
Ambulatory Surgical Center	80% after Deductible	60% after Deductible	
Anesthesia	80% after Deductible	60% after Deductible	
Autism	Autism services are paid the same as any other illness; cost-sharing provisions such as deductibles, coinsurance, or copays apply depending upon the type of service rendered.		
Autism annual benefit limits for Intensive and Non-Intensive Services are based upon the State of Wisconsin guidelines, which can adjust annually.			
Birthing Center	80% after Deductible	60% after Deductible	
Chemotherapy / Radiation Therapy	80% after Deductible	60% after Deductible	
Chiropractic Care	\$40 copay	60% after Deductible	Maintenance not covered.
Cochlear Implants <i>(includes right and/or left hearing aids)</i>	80% after Deductible	60% after Deductible	Limited to 1 per individual until age 18; hearing aids limited to 1 per ear every 3 years until age 18.
Diagnostic Services – Advanced Imaging <i>(MRI, PET, CT, X-Rays)</i>	80% after Deductible	60% after Deductible	
Diagnostic Services – Labs			
Office Visit Setting and/or Independent Lab	Included under the applicable Office Visit Copay*	60% after Deductible	*This includes basic lab services performed during an office visit on the same day
Outpatient Facility Setting	80% after Deductible	60% after Deductible	
Dialysis	80% after Deductible	60% after Deductible	
Durable Medical Equipment	80% after Deductible	60% after Deductible	
Emergency Room	80% after Deductible	Network Benefits Apply	
Glaucoma, Cataract Surgery & Lenses <i>(one set)</i>	80% after Deductible	60% after Deductible	
Home Health Care	80% after Deductible	60% after Deductible	Limited to 40 visits per Calendar Year.
Hospice Care	80% after Deductible	60% after Deductible	

Covered Medical Expenses	Network	Non-Network	Limits
Hospital Inpatient Treatment Outpatient Treatment	80% after Deductible 80% after Deductible	60% after Deductible 60% after Deductible	
Infertility	80% after Deductible	60% after Deductible	Limited to treatment of infertility. This does not include Artificial means to achieve Pregnancy or the reversal of a sterilization procedure.
Maternity	80% after Deductible	60% after Deductible	
Mental Health and Substance Abuse Expenses Inpatient & Residential Treatment Facility Outpatient & Other Transitional Treatment Facility Outpatient Office Visit	80% after Deductible 80% after Deductible \$40 copay	60% after Deductible 60% after Deductible 60% after Deductible	
Newborn Care	80% after Deductible	60% after Deductible	
Physician Services Primary Care Office Visit Specialist Care Office Visit	 \$40 copay \$80 copay	 60% after Deductible 60% after Deductible	Please see “ <i>Diagnostic Services - Labs</i> ” above to see how basic lab services will be processed.
Preventive Care – Well Adult Care Routine Physical Exam Routine Mammogram Pap Smear Prostate Exam Routine Colonoscopy	 100% Deductible Waived 100% Deductible Waived	 60% after Deductible 60% after Deductible	Routine Mammogram must be over age 40, unless Medically Necessary. Prostate Exam must be over age 45, unless Medically Necessary.
Preventive Care – Well Child Care	100% Deductible Waived	60% after Deductible	
Preventive Care – Routine Immunizations Routine Immunizations Flu Shots	 100% Deductible Waived	 100% Deductible Waived	Routine Immunizations in a pharmacy setting will be reimbursed at the In-Network benefit level.
Prosthetics, Orthotics, Supplies and Surgical Dressings	80% after Deductible	60% after Deductible	
Second Surgical Opinions	80% after Deductible	60% after Deductible	
Skilled Nursing Facility	80% after Deductible	60% after Deductible	Limited to 30 days per confinement.
Supplemental Accident Benefit	80% after Deductible	60% after Deductible	Limited to \$300 paid per accident then payable at the Major Medical Deductible and Coinsurance. Limited to covered expenses Incurred within 90 days of the Accident only.

Covered Medical Expenses	Network	Non-Network	Limits
Surgery - Inpatient	80% after Deductible	60% after Deductible	
Surgery - Outpatient	80% after Deductible	60% after Deductible	
Temporomandibular Joint Disorder (TMJ)	80% after Deductible	60% after Deductible	
Therapy Services			
Physical Therapy	80% after Deductible	60% after Deductible	
Occupational Therapy	80% after Deductible	60% after Deductible	
Respiratory Therapy	80% after Deductible	60% after Deductible	
Speech Therapy	80% after Deductible	60% after Deductible	
Cardiac Rehab Therapy	80% after Deductible	60% after Deductible	
Transplants	80% after Deductible	60% after Deductible	
Urgent Care	\$60 copay	60% after Deductible	Please see “ <i>Diagnostic Services - Labs</i> ” above to see how basic lab services will be processed.
All Other Covered Services	80% after Deductible	60% after Deductible	

7.08 Summary of Benefits - Prescription Drug

The following benefits are per Participant:

Prescription Drug Plan	
Prescription Drug Benefits Administrator	Your Prescription Drug Benefit is administered by CVS Caremark. For prescription drug questions, please call (866) 818-6911.
Deductible	Not Applicable
Total Prescription Drug Out-of-Pocket Maximum	Cost shares for prescription drugs apply towards satisfaction of the Total Out-of-Pocket Maximum. Please refer to the Summary of Benefits – Medical for more information.

Covered Prescription Drug Expenses:		Limits
RETAIL PHARMACY BENEFIT	30-Day Supply	
Generic Drugs	\$10 copay	See Prescription Drug Benefits section
Formulary Drugs	30% coinsurance	
Non-Formulary Drugs	30% coinsurance	
MAIL ORDER BENEFIT CVS Caremark (866) 818-6911	Up to a 90-Day Supply	
Generic Drugs	\$10 copay	See Prescription Drug Benefits section
Formulary Drugs	30% coinsurance	
Non-Formulary Drugs	30% coinsurance	
Drugs requiring prior authorization	Contact CVS Caremark for Assistance (866) 818-6911	

ARTICLE XI – PRESCRIPTION DRUG BENEFITS

The Summary of Benefits is replaced in its entirety with the following:

Prescription Drug Plan	
Prescription Drug Benefits Administrator	Your Prescription Drug Benefit is administered by CVS Caremark. For prescription drug questions, please call (866) 818-6911.
Deductible	Not Applicable

Total Prescription Drug Out-of-Pocket Maximum	Cost shares for prescription drugs apply towards satisfaction of the Total Out-of-Pocket Maximum. Please refer to the Summary of Benefits – Medical for more information.
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Covered Prescription Drug Expenses:		Limits
RETAIL PHARMACY BENEFIT	30-Day Supply	
Generic Drugs	\$10 copay	See Prescription Drug Benefits section
Formulary Drugs	30% coinsurance	
Non-Formulary Drugs	30% coinsurance	
MAIL ORDER BENEFIT CVS Caremark (866) 818-6911	Up to a 90-Day Supply	
Generic Drugs	\$10 copay	See Prescription Drug Benefits section
Formulary Drugs	30% coinsurance	
Non-Formulary Drugs	30% coinsurance	
Drugs requiring prior authorization	Contact CVS Caremark for Assistance (866) 818-6911	

ARTICLE XIII – CLAIMS PROCEDURES; PAYMENT OF CLAIMS

13.03G External Review Process

The following language is being removed:

The Federal external review process does not apply to a denial, reduction, termination, or a failure to provide payment for a benefit based on a determination that a Claimant or beneficiary fails to meet the requirements for eligibility under the terms of a group health plan.

The Federal external review process, in accordance with the current Affordable Care Act regulations, applies only to:

- Any eligible Adverse Benefit Determination (including a Final Internal Adverse Benefit Determination) by a plan or issuer that involves medical judgment (including, but not limited to, those based on the plan's or issuer's requirements for Medical Necessity, appropriateness, health care setting, level of care, or effectiveness of a covered benefit; or its determination that a treatment is Experimental or Investigational), as determined by the external reviewer.
- A rescission of coverage (whether or not the rescission has any effect on any particular benefit at that time).

The following language replaces the above language:

The Federal external review process does not apply to a denial, reduction, termination, or a failure to provide payment for a benefit based on a determination that a Claimant or beneficiary fails to meet the requirements for eligibility under the terms of a group health plan.

The Federal external review process, in accordance with the current Affordable Care Act regulations and other applicable law, applies only to:

- Any eligible Adverse Benefit Determination (including a Final Internal Adverse Benefit Determination) by a plan or issuer that involves medical judgment (including, but not limited to, those based on the plan's or issuer's requirements for Medical Necessity, appropriateness, health care setting, level of care, or effectiveness of a covered benefit; its determination that a treatment is Experimental or Investigational; its determination whether a Claimant or beneficiary is entitled to a reasonable alternative standard for a reward under a wellness program; its determination whether a plan or issuer is complying with the nonquantitative treatment limitation provisions of Code section 9812 and § 54.9812-1, which generally require, among other things, parity in the application of medical management techniques), as determined by the external reviewer.

2. An Adverse Benefit Determination that involves consideration of whether the Plan is complying with the surprise billing and cost-sharing protections set forth in the No Surprises Act.
3. A rescission of coverage (whether or not the rescission has any effect on any particular benefit at that time).

IN WITNESS WHEREOF, The Sheboygan Board of Water Employee Health and Welfare Benefit Plan is amended as stated herein, by authority of the Plan Administrator, as of the dates set forth.

By: _____
Signature

Title: _____

Date: _____

MONTHLY CONSTRUCTION-MAINTENANCE DEPARTMENT REPORT

December 2021

Distribution System Maintenance:

- Helped Operations with valve repairs on the East Basin.
- Repaired main break on N 7th Street.
- Repaired main break on Indiana and S 23rd St.
- Completed berm removal at Georgia Pump Station.
- Replaced hydrant at Pershing and Silver Leaf.
- Repaired main break on Broughton Drive.
- Worked on annual valve turning.
- Repaired service holes.
- Hauled in fill to replenish stock.

Water Quality:

- Completed dead-end flushing during warm up.

Taps:

- 1" tap at 1924 N 11th St. Lead Service was removed from the system.
- 1" tap at 1103 Superior Ave. Lead Service was removed from the system.
- 1" tap at 1606 S 11th St. Lead Service was removed from the system.

Building/Grounds Maintenance:

- Snowplowing at all Utility sites.
- Organized pipe yard for snow removal.
- Trimmed Hawthorne trees near pipe yard.
- General shop maintenance and cleaning.

Equipment Maintenance:

- Performed routine maintenance and repairs on construction equipment and vehicle fleet.

Distribution System -- December 2021

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

Location	Installed	Size	By	Type
Total Valves Installed = 0				

Street Valves and Hydrant Valves Removed

Location	Installed	Removed	Type
Total Valves Removed = 0			

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
Pershing Ave at Silver Leaf Lane	12/14/2021		n	SWU
Total Hydrants Installed = 1				

Hydrants Removed (including water main projects and others)

Location	Installed	Removed	Hyd Valve?
Pershing Ave. 40' W. of Silver Leaf Lane (S)		12/14/2021	n
Total Hydrants Removed = 1			

Hydrants Abandoned (including water main projects and others)

Location	Installed	Abandoned
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 (")
2036 N. 7th St	12/1/2021	6"
2225 Indiana Ave	12/7/2021	6"
Broughton and Ontario	12/15/2021	6"
Total Water Main Breaks = 3		

SUMMARY

Number of feet of 4 inch water main installed	0
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	3
Number of hydrants installed	1
Number of hydrants removed or abandoned	1
Number of hydrants maintained or moved	0
Number of street valves installed	0
Number of hydrant valves installed	0
Number of street valves removed or abandoned	0
Number of hydrant valves removed or abandoned	0
Number of valves maintained	0
Number of water connections installed	3

Date: January 20, 2022
To: Joe Trueblood, Utility Superintendent
From: Bill Swearingen, Operations Supervisor
Subject: Unit Heaters

Utility staff have identified the alum bulk chemical storage room and the UV building area as having no additional heat source to heat the area during a system failure. Staff have encountered and resolved various system failures with the gas fired unit heater located in the alum bulk chemical area: blower motor, fan motor, duct work, control boards, etc. To maintain heat in these areas during an outage, I would like to recommend installing redundant gas fired heating units similar to the units installed throughout the filter plant in 2019. Aldag-Honold is recommending the attached Reznor heating units. These units are rated for commercial/industrial applications.

The attached proposal includes a turnkey unit heater removal/replacement work and installation onsite. The unit heaters will need to be ordered which has a 4-week Leadtime.

2022 Budget Item: \$25,000.00

Cost Summary

	<u>Unit</u>	<u>Total</u>
(2) New Additional Heaters	\$5,590.00	\$11,180.00
(2) Stainless Steel Heat Exchanger and Venting	\$850.00	\$1,700.00
Total Cost.....		\$12,880.00

January 6, 2022

Sheboygan Water Utility
72 Park Ave.
Sheboygan, WI 53081

Attn: Bill Swearingen

RE: Water Utility Unit Heaters

Dear Bill:

Please accept the following proposal to purchase and install (2) unit heaters for the Sheboygan Water Utility. Our proposal includes all labor, materials, tools, and equipment to complete the Scope of Work as outlined below.

Unit Heater Replacement Total Price Time and Material Not to Exceed: \$11,180.00

- **ADD \$850.00 for Stainless Steel Heat Exchangers and Venting per Unit.**

Our HVAC proposal includes:

- Installation of (1) 100,000 BTU Separated Combustion Unit Heater for Chemical Room.
- Installation of (1) 60,000 BTU Separated Combustion Unit Heater for UV Room.
- New Galvanized Venting as Needed.
- Gas Piping as Needed.
- New Brackets for Support.
- Core Drilling of (2) Penetrations.
- New Standalone Controls.

Our proposal does not include:

- Engineering.
- **Any Repairs to Existing Equipment Not Listed or Specified.**
- Overtime or Shift Premiums.
- Temporary Heat.
- BIM Coordination or Virtual Construction Requirements.
- High Voltage Wiring.

Our standard payment terms are net 30 days. Interest will be charged on past due accounts at 1.5% per month.

3509 S. Business Dr Sheboygan, WI 53081 Office: 920-458-5558 Fax: 920-458-3750



January 6, 2022

By submission of its bid, Aldag/Honold Mechanical, Inc. reserves the right to negotiate mutually acceptable contract terms, including review of any applicable prime contract provisions, upon award of the work.

Acceptance of any proposal will be based upon receipt of a signed copy of this proposal or a written purchase order. Work will not commence prior to receipt of written authorization as stated above.

Projects may be progress billed.

Thank you for the opportunity to submit this proposal. Please contact me with any questions.

Respectfully submitted,

Jacob Den Boer



Jacob Den Boer
Aldag/Honold Mechanical, Inc.
HVAC Estimator/Project Manager

ACCEPTANCE OF PROPOSAL

Customer Signature: _____ Date: _____

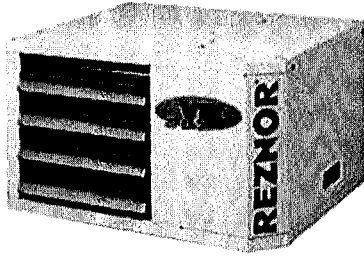
Purchase Order Number: _____

RE: Water Utility Unit Heaters

CREATING QUALITY ENVIRONMENTS SINCE 1898

REZNOR®

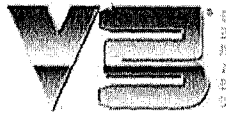
Model UDAS



Separated Combustion, Low Static Unit Heaters for Residential and Commercial/Industrial Use

Page Number _____ of _____

Sizes 30-125 approved for utility applications such as residential
garages under CSA International Requirement
10.96 - U.S. and CR96-0005 - Canada



CSA 2.6b



ANSI Z83.8b



DESCRIPTION

Reznor® V3 Series Model UDAS gas-fired separated combustion unit heaters are available in 14 sizes ranging from 30,000 to 400,000 BTUH gas input. Sizes 30-125 are approved for residential application. All sizes are approved for commercial/industrial installations. Model UDAS heaters are designed for 82-83% thermal efficiency and are approved for installation in the United States and Canada by the Canadian Standards Association (CSA).

Reznor® V3 Series unit heaters have a refreshing new appearance with a glossy white cabinet finish and less visible hardware. Each size cabinet is easily suspended from either 2 or 4 suspension points. Or, an optional hanger kit for Sizes 30-125 allows for ceiling mounting. The low voltage terminal strip on the outside of the cabinet makes connecting control wiring easy with no panels to remove. The addition of a "G" terminal to the low voltage strip, along with the new design of the circuit board, allows for fan only operation (without adding relays). All units have a factory installed gas line nipple to the exterior of the cabinet for easy gas service connection.

The preeminent new internal feature is the T_{CORE}²® heat exchanger and single burner combustion system. Other standard features include a single-stage gas valve, multi-try direct spark ignition with 100% lockout, pressure switch to verify vent flow, resiliently isolated venter motor, venter wheel with improved housing, resiliently isolated axial fan and motor assembly, a high temperature limit control, interlock door switch, and a built-in disconnect switch. Sizes 30-125 also include a flame rollout safety switch. Operation is controlled through an integrated circuit board. The circuit board monitors heater operation and has LED diagnostic indicator lights to identify abnormalities in control functions.

The 1st ever separated combustion system in the commercial/industrial heating industry was introduced on a Reznor heater in the 1960s, and that proven technology is continued in this new separated combustion product. Model UDAS separated combustion units require installation of a specially designed combustion air/vent system including the unique concentric adapter box that allows for only one building penetration for both the vent and combustion air.

The new V3 Series unit heaters are designed to provide all the features you expect in a Reznor heater plus improved efficiency, easier installation, and a new look ~ **both inside and out**. Look for the unique white unit with no visible front and bottom hardware, deep red louvers, black side handle, and angled corner to know you have a genuine Reznor unit by Thomas & Betts.

STANDARD FEATURES

- Sizes 30-125 certified for residential heating application
- Sizes 30-400 certified for commercial/industrial heating application
- 82-83% Thermal efficient ~ **TOP in its class!**
- 50-60°F Rise range
- T_{CORE}²® titanium stabilized aluminized steel heat exchanger
- Patented** T_{CORE}²® single burner combustion system including a one-piece burner assembly
- 115/1/60 Supply voltage
- 115 Volt open fan motor with internal overload protection
- Transformer for 24-volt controls
- Integrated circuit board with diagnostic indicator lights
- Multi-try direct ignition with 100% lockout
- Fan relay (included on the circuit board)
- Single-stage natural gas valve (field adjustable for operation to 9,000 ft. elevation)
- Vibration/noise isolated fan and venter motors
- Sealed control compartment houses all electrical components
- 2-pt and 4-pt Suspension ~ **standard on all sizes**
- Built-in disconnect switch (20A @ 115V Rating)
- External terminal strip for 24-volt wiring
- Sealed junction box for supply wiring
- External gas connection
- Fully gasketed door panel with safety door switch
- Full fan guard ~ **engineered for safety**
- Improved cabinet design with less visible hardware and a **NEW** Reznor appearance

**OPTIONAL FEATURES -
FACTORY INSTALLED**

- Single-stage, propane gas valve (field adjustable for operation to 9,000 ft. elevation)
- Two-stage natural gas or propane gas valve - Sizes 60-400
- 409 or 316 Stainless steel heat exchangers
- 208 or 230 Single phase voltage
- Totally enclosed fan motor (Sizes 30-250, 115V only)

**ACCESSORIES - FIELD
INSTALLED**

- *Horizontal or Vertical Combustion Air/Vent Kit including concentric adapter
- Thermostat
- Thermostat guard with locking cover
- Vertical louvers ~ **new design**
- Downturn nozzle kits ~ **new design**
- Gas conversion kits (natural and propane)
- Master/Slave controls for zoning up to six units
- Ceiling suspension kit - Sizes 30-125
- Hanger kits for 1" pipe
- Stepdown transformer (for 230/3 & 460/3 voltage)
- Manual shutoff valves

* Selection of either a horizontal or vertical combustion air/vent kit is required.

~ U.S. Patent No. 6,889,686

TECHNICAL DATA

Model UDAS

Size		30	45	60	75	100	125	150	175	200	225	250	300	350	400
Input Heating Capacity	BTUH	30,000	45,000	60,000	75,000	105,000	120,000	150,000	175,000	200,000	225,000	250,000	300,000	350,000	400,000
	(kW/h)	(8.8)	(13.2)	(17.6)	(22.0)	(30.8)	(35.2)	(44.0)	(51.3)	(58.6)	(65.9)	(73.3)	(87.9)	(102.6)	(117.2)
Thermal Efficiency (%)		82	83	83	83	83	83	83	83	83	83	83	83	83	83
Output Heating Capacity ^A	BTUH	24,600	37,350	49,800	62,250	87,150	99,600	124,500	145,250	166,000	186,750	207,500	249,000	290,500	332,000
	(kW/h)	(7.2)	(10.9)	(14.6)	(18.2)	(25.5)	(29.2)	(36.5)	(42.6)	(48.7)	(54.7)	(60.8)	(73.0)	(85.1)	(97.3)
Gas Connection (inches) ^B	Natural	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	3/4	3/4	3/4	3/4	3/4
	Propane	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	1/2	3/4	3/4	3/4	3/4	3/4
Vent Connection ^C (inches diameter)		4	4	4	4	4	4	5	5	5	5	5	6	6	6
Combustion Air Inlet ^C (inches diameter)		4	4	4	4	4	4	6	6	6	6	6	6	6	6
Control Amps (24 volt)		1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Full Load Amps (115 volt)		1.9	2.4	2.4	3.3	3.9	5.1	3.8	3.8	4.6	7.5	7.5	11.0	11.0	11.0
Maximum Over Current Protection (115V) ^D		15	15	15	15	15	15	15	15	15	15	15	20	20	20
Normal Power Consumption (watts)		109	155	155	217	276	354	392	392	491	747	747	1086	1086	1086
Discharge Air Temperature Rise (°F)		50	55	60	60	60	60	60	60	60	60	60	60	60	60
Air Volume	CFM	456	629	769	961	1345	1537	1921	2242	2562	2882	3202	3843	4483	5123
	(M ³ /min)	(12.9)	(17.8)	(21.8)	(27.2)	(38.1)	(43.5)	(54.4)	(63.5)	(72.5)	(81.6)	(90.7)	(108.8)	(126.9)	(145.1)
Discharge Air Opening Area	ft ²	0.96	0.96	1.25	1.25	2.01	2.01	2.56	2.56	2.56	3.51	3.51	4.79	4.79	4.79
	(M ²)	(0.09)	(0.09)	(0.12)	(0.12)	(0.19)	(0.19)	(0.24)	(0.24)	(0.24)	(0.33)	(0.33)	(0.45)	(0.45)	(0.45)
Output Velocity	FPM	475	656	616	770	668	763	752	877	1003	820	911	802	936	1069
	(M/min)	(145)	(200)	(188)	(235)	(204)	(233)	(229)	(267)	(306)	(250)	(278)	(244)	(285)	(326)
Fan Motor HP ^E	Open	0.02	0.03	0.03	0.06	1/30	1/20	1/6	1/6	1/6	1/4	1/4	1/2	1/2	1/2
	Enclosed	0.06	0.06	0.06	0.06	1/4	1/4	1/4	1/4	1/4	1/4	1/4	1/2	1/2	1/2
Fan Motor	RPM	1550	1550	1550	1550	1050	1050	1050	1050	1050	1050	1050	1050	1050	1050
Fan Diameter	inches	10	10	12	12	16	16	18	18	18	20	20	24	24	24
Sound Level	dBA @ 15 ft	40	40	40	49	54	55	51	52	53	56	56	59	61	62
Approximate Net Weight	lbs	55	60	68	73	97	102	173	188	188	204	216	270	295	307
	(kg)	(25)	(27)	(31)	(33)	(44)	(46)	(78)	(85)	(85)	(93)	(98)	(122)	(134)	(139)
Approximate Ship Weight	lbs	63	68	76	81	120	125	206	221	221	247	259	323	348	360
	(kg)	(29)	(31)	(34)	(37)	(54)	(57)	(93)	(100)	(100)	(112)	(117)	(147)	(158)	(163)

^A CSA rating for altitudes to 2000 ft.

^B Size shown is for gas connection to a single stage gas valve, not supply line size.

^C Smaller and/or larger vent and combustion air pipe diameters may be allowed; refer to the Venting Installation Manual for Separated Combustion Units, Form I-V-SC. If vent diameter is different from vent connection, reducer/enlargers will be field-required.

^D MDP = 2.25 x (largest motor FLA) + smallest motor FLA. Answer is rounded to the nearest commercially available circuit breaker.

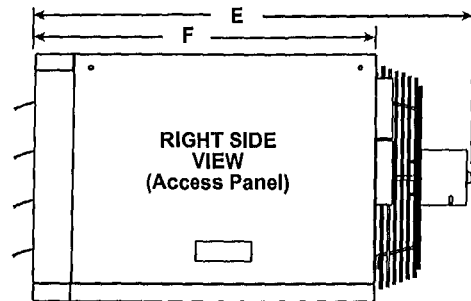
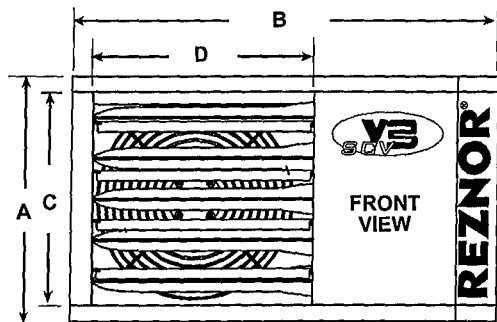
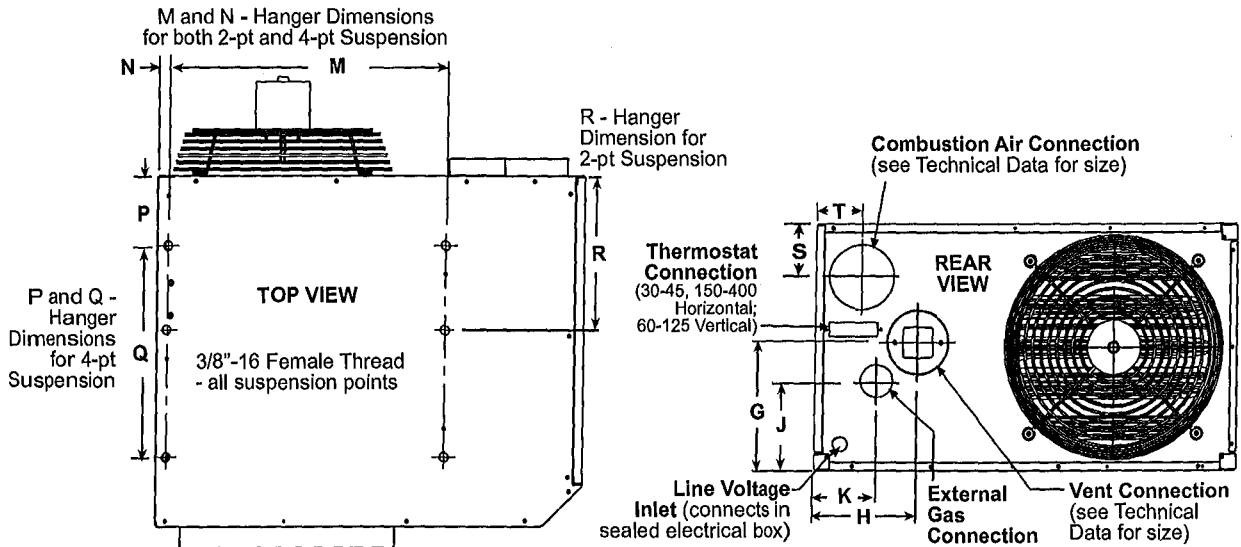
^E All other information in this table is based on a heater equipped with a standard 115 volt open fan motor.

DIMENSIONS

Model UDAS ±1/16" (2mm)

Size	A	B	C	D	E	F	G	H	J	K	M	N	P	Q	R	S	T
30, 45	12 1/8	26 5/8	10	13 13/16	26	21 9/16	5 3/16	6 1/2	2 11/16	3 7/8	17 3/8	11/16	4 5/16	13	9 9/16	2 15/16	2 15/16
60	15 1/8	26 5/8	13	13 13/16	27	21 9/16	7 7/8	6 1/2	5 1/2	3 7/8	17 3/8	11/16	4 5/16	13	10 1/2	3 1/4	2 15/16
75	15 1/8	26 5/8	13	13 13/16	27 5/8	21 9/16	7 7/8	6 1/2	5 1/2	3 7/8	17 3/8	11/16	4 5/16	13	10 1/2	3 1/4	2 15/16
100	23 1/8	26 5/8	21	13 13/16	28 5/8	21 9/16	14 1/2	6 1/2	8 3/4	3 7/8	17 3/8	11/16	4 5/16	13	10 1/2	4 5/8	2 15/16
125	23 1/8	26 5/8	21	13 13/16	29 3/8	21 9/16	14 1/2	6 1/2	8 3/4	3 7/8	17 3/8	11/16	4 5/16	13	10 1/2	4 5/8	2 15/16
150, 175, 200	20 1/8	38 3/16	16	23	42	35 3/8	8 1/2	8 1/4	5 7/16	6 1/2	25 11/16	1 3/8	8 3/16	22 3/16	16 3/8	4 1/8	8 5/16
225, 250	26 1/8	38 3/16	22	23	42	35 3/8	13 1/16	8 13/16	9	6 1/2	25 11/16	1 3/8	8 3/16	22 3/16	15 5/8	5 9/16	8 5/16
300, 350, 400	34 1/8	4 1	30	23	42	35 3/8	17 1/16	9	11 13/16	7 5/16	27 11/16	1 3/8	8 3/16	22 3/16	16 3/16	9 1/16	8 9/16

Size	A	B	C	D	E	F	G	H	J	K	M	N	P	Q	R	S	T
30, 45	(308)	(676)	(254)	(351)	(660)	(548)	(132)	(165)	(68)	(98)	(441)	(17)	(110)	(330)	(243)	(75)	(75)
60	(384)	(676)	(330)	(351)	(686)	(548)	(200)	(165)	(140)	(98)	(441)	(17)	(110)	(330)	(267)	(83)	(75)
75	(384)	(676)	(330)	(351)	(702)	(548)	(200)	(165)	(140)	(98)	(441)	(17)	(110)	(330)	(267)	(83)	(75)
100	(587)	(676)	(533)	(351)	(727)	(548)	(368)	(165)	(222)	(98)	(441)	(17)	(110)	(330)	(267)	(117)	(75)
125	(587)	(676)	(533)	(351)	(746)	(548)	(368)	(165)	(222)	(98)	(441)	(17)	(110)	(330)	(267)	(117)	(75)
150, 175, 200	(511)	(970)	(406)	(584)	(1,067)	(899)	(216)	(210)	(138)	(165)	(652)	(35)	(208)	(564)	(416)	(105)	(211)
225, 250	(664)	(970)	(559)	(584)	(1,067)	(899)	(332)	(224)	(229)	(165)	(652)	(35)	(208)	(564)	(397)	(141)	(211)
300, 350, 400	(867)	(1,041)	(762)	(584)	(1,067)	(899)	(433)	(229)	(300)	(186)	(703)	(35)	(208)	(564)	(411)	(230)	(217)



CLEARANCE FROM COMBUSTIBLES

Size	Top		Flue Connector		Access Panel		Non-Access Side		Bottom*		Rear	
	inches	mm	inches	mm	inches	mm	inches	mm	inches	mm	inches	mm
30-125	1	25	6	152	18	457	1	25	1	25	18	457
150-400	4	102	6	152	18	457	2	51	1	25	18	457

*Suspend the heater so that the bottom is a minimum of 5' (1.5M) above the floor.

Refer to Reznor web site www.RezSpec.com for venting/inlet air requirements for Reznor Separated Combustion Units

December 2021

OPERATIONS' DEPARTMENT MONTHLY REPORT

PUMPAGE	HIGH LIFT		LOW LIFT		2021 VS 2020
	2020	2021	2020	2021	HL
Total in MG	332.806	340.174	334.920	347.996	2.21%
Daily Average (MG)	10.736	10.992	10.804	11.226	
Max. Day (MG)	13.870	13.155	13.553	13.636	2021 VS 2019
					HL
Gal/KwH	1,209	1,200	5,336	5,082	4.03%
ELECTRICAL COSTS					
A. Pumping:	2020		2021		
	KwH	\$	KwH	\$	
High Lift	275,369	\$19,060.34	283,994	\$20,862.37	
Low Lift	62,761	\$4,344.19	68,481	\$5,030.65	
Wash Pump 1	2,100	\$145.36	3,500	\$257.11	
Georgia St. Bstr.	56,100	\$5,091.74	45,900	\$4,385.41	
Wilgus Ave. Bstr.	3,500	\$426.92	2,900	\$356.60	
EE Pit / Bstr.	5,193	\$606.36	5,693	\$659.94	
Erie Ave. Bstr.	0	\$0.00	0	\$0.00	
Sub Total	405,023	\$29,674.91	410,468	\$31,552.08	\$/KwH 4.9%
B. Treat./Fiscal/Misc.	2020		2021		
	KwH	\$	KwH	\$	
Office & Maint. Bldg.	5,592	\$623.64	5,150	\$548.52	
Filter Plant / Pump Station / 2nd Service	60,569	\$4,192.47	56,025	\$4,552.52	
Sub Total	66,161	\$4,816.11	61,175	\$5,101.04	\$/KwH 14.5%
C. Distribution:	2020		2021		
	KwH	\$	KwH	\$	
Taylor Hill Tank	2,938	\$354.69	1,746	\$217.40	
Kohler Meter Pit	0	\$0.00	0	\$0.00	
EE Tower	1,843	\$231.43	1,986	\$245.57	
Washington (PRV) Pit	1,186	\$164.23	923	\$129.97	
Sub Total	5,967	\$750.35	4,655	\$592.94	\$/KwH
Total Electrical Costs	477,151	\$35,241.37	476,298	\$37,246.06	5.9%
Electrical Cost / MG		\$105.89		\$109.31	
NATURAL GAS COSTS	2020		2021		
	CCF Used	Cost	CCF Used	Cost	
Production Facility	1,969	\$938.11	1,266	\$1,034.50	
South Basin	3,085	\$1,516.91	3,313	\$2,599.44	
Georgia St. Bstr.					
Erie Ave. Bstr.	328	\$182.46	386	\$324.00	
Wilgus Ave. Bstr.			4	\$19.91	
Office & Maint. Bldg.	1,141	\$555.86	1,095	\$862.25	
Total Natural Gas Costs	6,523	\$3,193.34	6,064	\$4,840.10	\$/CCF 63.0%
Natural Gas Cost / MG		\$9.60		\$14.20	
CHEMICAL COSTS	2020		2021		
	Lbs. Used	Cost	Lbs. Used	Cost	
Alum	56,281	\$7,963.76	66,152	\$9,360.51	0.0%
Carbon	0	\$0.00	0	\$0.00	#DIV/0!
Chlorine	6,153	\$5,033.15	5,610	\$3,870.90	-15.6%
Fluoride	1,544	\$1,358.46	1,789	\$1,944.64	23.5%
KMnO4	0	\$0.00	0	\$0.00	#DIV/0!
Cationic Polymer	318	\$492.90	0	\$0.00	#DIV/0!
Liquid Phosphate	2,358	\$2,994.66	2,988	\$3,950.14	4.1%
Total Chemical Costs		\$17,842.93		\$19,126.19	7.2%
Chemical Cost / MG		\$53.61		\$56.13	
Grand Total		\$56,277.64		\$61,212.35	8.77%
Total Cost / MG		\$169.10		\$179.64	6.23%

YTD HL 2021 vs 2020	5.16%	YTD HL HIGH DAY PUMPAGE	17.207	July 26, 2021
YTD HL 2021 vs 2019	-0.11%	YTD HL LOW DAY PUMPAGE	6.977	December 25, 2021

NOTE:

	YTD HL Ave Day
2021	12.409
2020	11.642
2019	12.387

COMPARATIVE SUMMARY OF PLANT OPERATIONS

December 2020

vs

December 2021

Pumping Record

High Lift

	2020	2021	Diff.
Tot. Water in MG	332.806	340.174	2.21%
Daily Average	10.736	10.992	2.38%
Maximum Day	13.870	13.155	-5.16%
Minimum Day	6.636	6.931	4.45%
By Natural Gas	0.000	0.000	#DIV/0!
Power in KWH	275,369	283,994	3.13%
Gals. per KWH	1,209	1,200	-0.76%
Power \$ / KWH	\$0.06922	\$0.07346	6.13%
Power \$ / MG	\$57.27	\$61.23	\$3.96
Tot. Power \$/MG	\$106.92	\$110.04	\$3.12

Low Lift

	2020	2021	Diff.
Tot. Water in MG	334.920	347.996	3.90%
Daily Average	10.804	11.226	3.91%
Maximum Day	13.553	13.636	0.61%
Minimum Day	6.272	6.815	8.66%
By Natural Gas	0.000	0.000	#DIV/0!
Power in KWH	62,761	68,481	9.11%
Gals. per KWH	5,336	5,082	-4.77%
Power \$ / KWH	----	----	----
Power \$ / MG	\$12.97	\$14.46	\$1.49
Tot. Power \$/MG	----	----	----

Treatment Chem.

Lbs. Used

Total Lbs.	2020	2021	Diff.
Alum	56,281	66,152	17.54%
Carbon			#DIV/0!
Chlorine	6,153	5,610	-8.82%
KMnO4	0	0	#DIV/0!
Polymer	318	0	-100.00%
Liquid Phosphate	2,358	2,988	26.72%
Lb/ MG:			
Alum	168.0	190.1	13.12%
Carbon	0.0	0.0	#DIV/0!
Chlorine	18.4	16.1	-12.25%
KMnO4	0.0	0.0	#DIV/0!
Liquid Phosphate	7.0	8.6	21.96%

Cost

Total Cost	2020	2021	Diff.
Alum	\$7,963.76	\$9,360.51	\$1,396.75
Carbon	\$0.00	\$0.00	\$0.00
Chlorine	\$5,033.15	\$3,870.90	(\$1,162.25)
KMnO4	\$0.00	\$0.00	\$0.00
Polymer	\$492.90	\$0.00	(\$492.90)
Liquid Phosphate	\$2,994.66	\$3,950.14	\$955.48
Cost / MG:			
Alum	\$23.78	\$26.90	\$3.12
Carbon	#DIV/0!	#DIV/0!	#DIV/0!
Chlorine	\$15.03	\$11.12	(\$3.90)
KMnO4	#DIV/0!	#DIV/0!	#DIV/0!
Liquid Phosphate	\$8.94	\$11.35	\$2.41

Fluoride:

	2020	2021	
Total Lbs.	1,544	1,789	15.87%
mg/l applied as F	0.70	0.69	
Av. Res. Plt. Tap	0.70	0.70	

Fluoride:

	2020	2021	
Cost	\$1,358.46	\$1,944.64	\$586.18
Cost/MG	\$4.09	\$5.72	\$1.63

Water Quality:

Raw

	2020	2021
Turbidity	15.40	9.90
pH	8.24	7.98
Alkalinity	114.0	115.9
MF (E-Coli)	1.2	5.5
Temperature	36.7	37.9
Wash-H2O % /LL	2.12	2.41
Av. Flt. Run/hrs	142.0	138.4
Av. ROF / MG	1.34	1.32

TAP

	2020	2021
Turbidity	0.029	0.050
pH	7.60	7.57
Alkalinity	102.8	102.6
Plate Count	0.00	0.20
Colilert	0	0
Temp.	38.6	39.4
Cl Res.	0.88	0.90

Natural Gas:

	2020	2021		2020	2021	Diff.
Nat. Gas Heating	4,992	4,144	Plant & South Basin	\$2,425.48	\$3,278.08	\$852.60
Nat. Gas Pumping	62	435		\$29.54	\$355.86	\$326.32

	CCF	Cost	Natural Gas Cost	Natural Gas CCF
#3 Gas Pump	108.5	\$88.66	\$3,633.94	4,579
#4 Gas Pump	157.5	\$128.70		
#7 Gas Pump	57.5	\$46.99		
Electric Generator	112.0	\$91.52		
Pumping totals	435.5	\$355.86		

December 2021

	1/1/2022	12/1/2021	
% Run	Elapsed Time:		
37.0%	No. 6 Pump	64,768.1	64,493.1 275.0
3.82%	Wash Pump Meter	5,328.65	5,300.21 28.44
0.3%	No. 7 Pump	737.9	735.6 2.3
0.0%	No. 8 Pump	59,533.8	59,533.8 0.0
99.7%	No. 9 Pump	16,055.0	15,313.0 742.0
0.7%	Wash Pump 2	797	792 5
	No. 1 Prime Pump	1,037.7	1,037.0 0.7
	No. 2 Prime Pump	1,105.7	1,104.5 1.2

Kw/Hr run	Wathour Meters:		
123.1	Wash Pump 1	1234.1	1229.1 3,500
65.5	No. 9 Pump	5296.94	5248.34 48,601
#DIV/0!	No. 8 Pump	6834.4	6834.4 0
72.3	No. 6 Pump	9907.2	9836.2 19,880
187.0	Wash Pump 2	82.326	81.547 935
#DIV/0!	No. 1 Pump	8488.089	8488.089 0
239.6	No. 2 Pump	4718.473	4670.542 47,931
293.4	No. 3 Pump	9436.267	9327.512 108,755
#DIV/0!	No. 4 Pump		0
480.0	No. 5 Pump	9,091.949	8,964.641 127,308

Garage (MWatt/Hrs.)	1,047.80	1,045.76	2,040
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Power Co. (Step #3)	34,361	34,017	412,800
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Left Meter - OUTSIDE

Volume Used:

Nat. Gas (Correct)	43,811,107	43,621,418	238,439
--------------------	------------	------------	---------

% Run	Elapsed Time:		
0.0%	Emer. Generator	991.1	985.5 5.6
26.9%	No. 1 Pump	15,741.0	15,741.0 0.0
49.8%	No. 2 Pump	20,140.25	19,940.20 200.05
0.5%	No. 3 Elec. Pump	32,826.2	32,455.5 370.7
0.0%	No. 3 Nat. Gas Pump	517.9	514.4 3.5
0.5%	No. 4 Elec. Pump	0.00	0.00 0.0
35.6%	No. 4 Nat. Gas Pump	1,694.0	1,690.5 3.5
0.2%	No. 5. Pump	19,018.520	18,753.290 265,230
	UV Building Generator	115.6	114.4 1.2

	1/1/2022	12/1/2021	
SLUDGE No. 1 Hour Meter	0.0	0.0	0
SYSTEM No. 2 Mag Meter	2,790,960	2,537,670	253,290
Recycle Meter (Reset to zero each month)			253,290

Power Cost	\$0.0734606	Bill >>>>	\$30,236.38
	0.47265	KWH >>>	411,600
Init. Chg.	\$30,324.53		
	\$	KWH	
Kohler Pit			
Horizon	\$247.65	1,861	
Taylor	\$217.40	1,746	
ALT. 72 Park	\$378.12	800	
Geo. Ave.	\$4,385.41	45,900	
Wilgus Ave.	\$356.60	2,900	
EE Pit	\$659.94	5,693	
EE Tower	\$245.57	1,986	
Washington	\$129.97	923	
Office	\$548.52	5,150	
Erie Ave.			
Total	\$37,493.71	479,759	

Low L. KWH	68,481
L.L. Cost \$	\$5,030.65
High L. KWH	283,994
H.L. Cost \$	\$20,862.37
Total Cost	\$25,893.02
Plant Costs	\$4,552.52

SUMMARY

	HIGH LIFT		LOW LIFT	
	2020	2021	2020	2021
Tot. Pump	332.806	340.743	334.920	347.996
Daily Ave.	10.736	10.992	10.804	11.226
Max. Day	13.870	13.155	13.553	13.636
Min. Day	6.636	6.931	6.272	6.815
By Nat. Gas	0.000	0.000	0.000	0.000
Power KWH	275,369	283,994	62,761	68,481
Gals/KWH	1209	1200	5336	5082
Cost/KWH	\$0.06922	\$0.07346	*****	*****
Cost/MG	\$57.27	\$61.23	\$12.97	\$14.46
Tot. Cost/MG	\$106.92	\$110.04	*****	*****

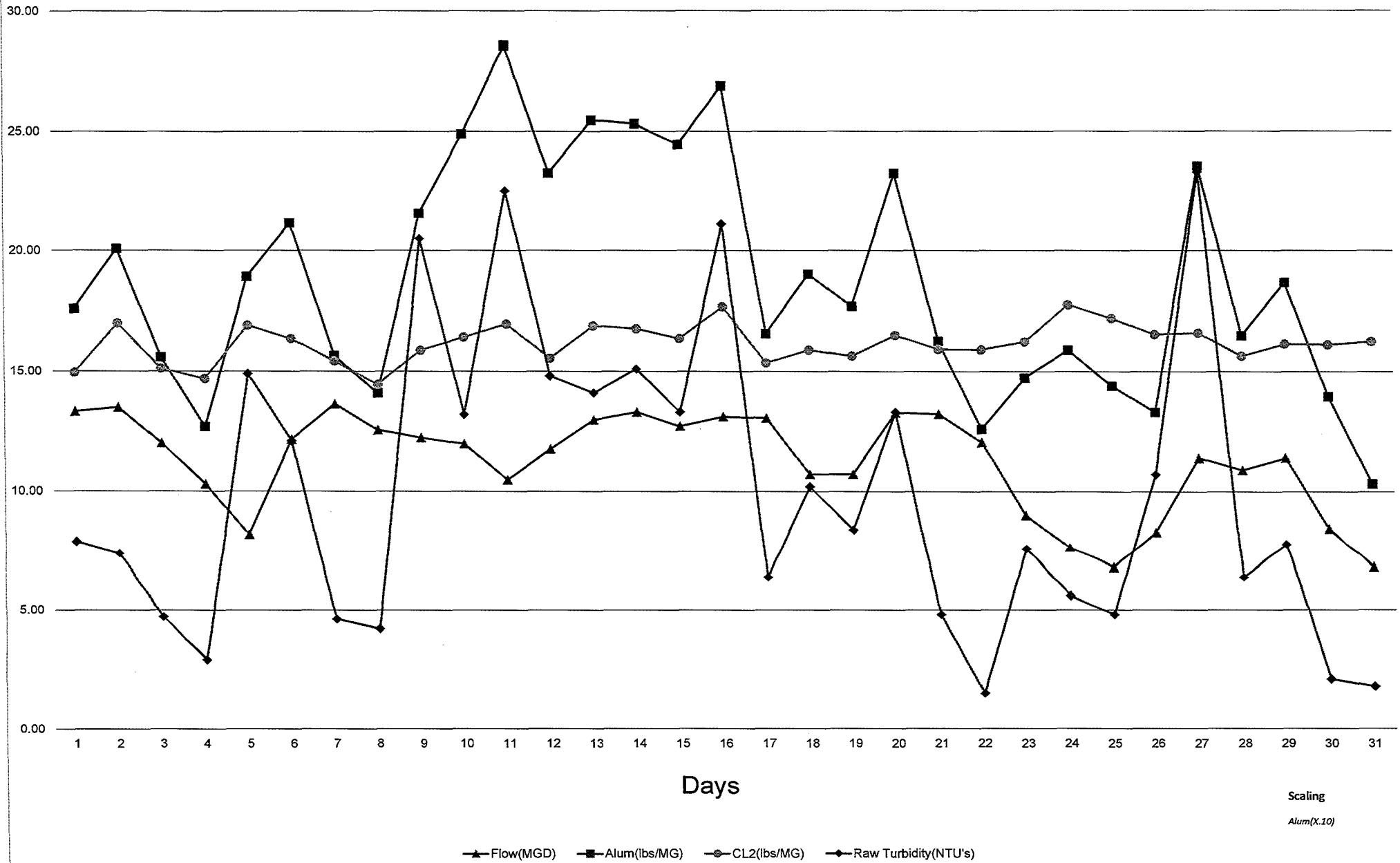
HIGH LIFT DELIVERY QUARTERLY REPORT 2021

I. FIRST QUARTER		Jan - Feb - Mar		
		GALLONS	COST \$	\$/MG
	2020	1,061,714,000	\$217,156.22	\$204.53
	2021	1,055,591,000	\$181,125.65	\$171.59
	Percent Difference	-0.58%	-16.59%	-16.11%
II. SECOND QUARTER		Apr - May - Jun		
		GALLONS	COST \$	\$/MG
	2020	893,284,000	\$159,034.60	\$178.03
	2021	1,115,306,000	\$168,613.25	\$151.18
	Percent Difference	24.85%	6.02%	-15.08%
III. THIRD QUARTER		Jul - Aug - Sep		
		GALLONS	COST \$	\$/MG
	2020	1,243,023,000	\$192,566.59	\$154.92
	2021	1,275,383,000	\$191,262.23	\$149.96
	Percent Difference	2.60%	-0.68%	-3.20%
IV. FOURTH QUARTER		Oct - Nov - Dec		
		GALLONS	COST \$	\$/MG
	2020	1,048,003,000	\$174,953.96	\$166.94
	2021	1,076,367,000	\$179,773.03	\$167.02
	Percent Difference	2.71%	2.75%	0.05%
YEAR TO DATE : 2021				
		GALLONS	COST \$	\$/MG
ELECTRICITY CHEMICALS NATURAL GAS	2020	4,246,024,000	\$743,711.37	\$175.15
	2021	4,522,647,000	\$720,774.16	\$159.37
	Percent Difference	6.51%	-3.08%	-9.01%
YEAR TO DATE : 2021				
		GALLONS	COST \$	
SLUDGE DISPOSAL to WWTP	2020	4,763,025	\$33,411.14	
	2021	4,225,349	\$45,410.11	
	Percent Difference	-11.29%	35.91%	
STORM WATER CHARGES	2021	NA	\$0.00	
HIGH LIFT SYSTEM DELIVERY :				
	Maximum Pumpage Day	17,207,000	July 26, 2021	
	Minimum Pumpage Day	6,977,000	December 25, 2021	

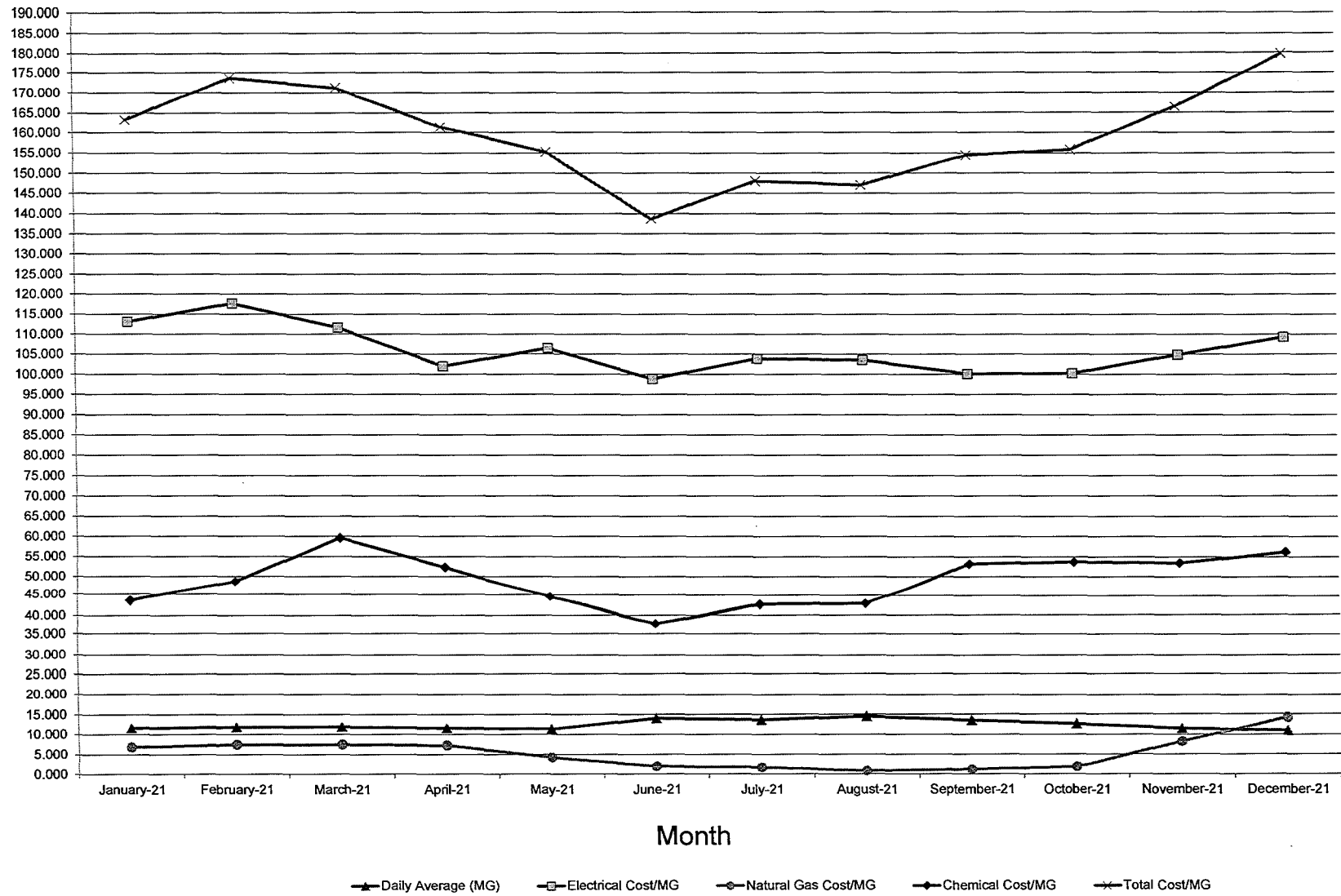
	MG	\$	\$/MG
2020	4,246,024,000	\$743,711.37	\$175.15
2021	4,522,647,000	\$720,774.16	\$159.37

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.

December 2021: Sheboygan Water Utility Plant Operations Summary



Plant Operations: Expense Report



Filter Plant Maintenance Completed For December 2021

Subject	StartDate	EndDate	Description	
				Yellow indicates days operating or running labs
Batteries Plus	1-Dec-21		Purchase batteries for backup power supply.	
East UV Battery Backup	1-Dec-21		Install new batteries in UV reactor battery backup.	
East Ortho Feed Pump	1-Dec-21		Clean line, prime pump, and check injection point.	
East Basin	1-Dec-21		Begin filling East basin; close decant valves and snug drain valves.	
East UV Reactor	1-Dec-21		Install new sleeves, bulbs, and leak check.	
West UV Reactor	2-Dec-21		Remove front cover because rear sleeve cup pulled off while cleaning sleeves.	
West UV Reactor	2-Dec-21		Begin replacing sleeves, bulbs, etc.	
East Basin Sample Pump	2-Dec-21		Repair fitting leak, flush feed lines, and prime pump.	
PO4 Meter	2-Dec-21		Deep clean PO4 meter; low readings caused by clogged reagent lines and buildup.	
East Basin	2-Dec-21		Put basin into service; turn on flocs, prime pumps, switch on chemical feed pumps.	
East UV Reactor	2-Dec-21		Perform UV reference sensor check, reset lamp hours, etc.	
Reference Sensor Data	3-Dec-21		Tabulate and record UV reference sensor data.	
Batteries Plus	3-Dec-21		Purchase batteries for backup power supply.	
Menards	3-Dec-21		Purchase clock, winter gloves, etc.	
UV Room	3-Dec-21		Organize and label parts, throwaway used components, and clean removed wiper assemblies.	
UV Room	3-Dec-21		Clean UV room floor, reactors, etc.	
West UV Battery Backup	3-Dec-21		Install new batteries in UV panel.	
West UV	3-Dec-21		Perform reference sensor check, reset bulb hours, and check for leaks.	
West UV Reactor	3-Dec-21		Finish assembling reactor assembly; 6 new sleeves, 4 new bulbs, etc.	
S.B. Check	6-Dec-21		Inspect flight chains, lube floc idlers and flight bearings.	
S.B. Influent Hypo Meter	6-Dec-21		Clean filter and meter.	
Monday Meeting	6-Dec-21		SCADA computer housing, filter mud balling, coverage, sampling, etc.	
Filter 8	6-Dec-21		Mudball, clean surface sweeps, and wash.	
Filter Hall Tables	6-Dec-21		Clean filter hall table tops and screens.	
Monthly Report	6-Dec-21		Tabulate and forward monthly maintenance report.	
Filter 6	7-Dec-21		Drain, clean surface sweeps, and mudball.	
Filter 6	7-Dec-21		Wash, mudball again, decant, and wash again.	
Joshua Performance Evaluation	7-Dec-21		Years end performance evaluation.	
Filter 7	7-Dec-21		Finish mud balling and final wash filter.	
Filter 7	7-Dec-21		Drain, clean surface sweeps, and mudball.	
Dan performance eval	7-Dec-21		Dan performance eval with Bill	
East/West Hypo analyzers	7-Dec-21		Cleaned east/west Hypo analyzers and filters	
Filter plant snow removal	8-Dec-21		Filter plant snow removal	
Filter 11	8-Dec-21		Filter 11 drain, clean surface seeps and mud ball	
Filter 11	8-Dec-21		Filter 11. Wash, mudball again, decant, and wash again.	
Filter 3	9-Dec-21		Final wash and fill wash tank.	
Filter 3	9-Dec-21		Drain, clean surface sweeps, and mudball.	

December 2021

Horizon	9-Dec-21		Check reagents, inspect grounds, and collect laboratory sample; needs more reagents.
Filter 2	10-Dec-21		Final wash and fill.
Filter 2	10-Dec-21		Drain, clean surface sweeps, and mudball.
Filter Hall	10-Dec-21		Clean filter hall floor.
Horizon	13-Dec-21		Horizon reservoir maintenance checks and filled reagents
Georgia	13-Dec-21		Georgia reservoir maintenance checks and filled reagents
Erie	13-Dec-21		Erie reservoir maintenance checks
Taylor hill	13-Dec-21		Taylor Hill maintenance checks
Lab water bath trouble shoot	13-Dec-21		Trouble shooting issues with lab water bath
Dan operating 1/2 day Ops	13-Dec-21	14-Dec-21	Dan covering ½ day 1st shift operations for glen
Christmas lights	14-Dec-21		Christmas lights at utility
Erie pump station	15-Dec-21		Ran generator under load and did general cleaning
Horizon and Georgia	15-Dec-21		Maintenance checks and dropped off equipment
Chemical feed hoses	15-Dec-21		Checked chemical feed inventory in plant, ordering NJ hose for Ortho
Joshua Operating 3rd Shift	23-Dec-21	27-Dec-21	Joshua operating 3rd shift for Jeff.
Utility observed Christmas Holiday	23-Dec-21	25-Dec-21	Utility observed Christmas Holiday
Dan covering 2nd shift	23-Dec-21	26-Dec-21	Dan covering 2nd shift operating
Christmas Holiday	24-Dec-21	25-Dec-21	Christmas Holiday
Joshua off for shift coverage.	27-Dec-21	28-Dec-21	
Dan off for coverage	27-Dec-21	27-Dec-21	Dan off for coverage
Dan on vacation	28-Dec-21	29-Dec-21	Dan on Vacation
Joshua on Vacation	29-Dec-21	29-Dec-21	
Utility observed Holiday New Years	30-Dec-21		Utility observed holiday for new years eve and new years
New years eve/New year	31-Dec-21		New years eve and new year holiday

JANUARY 24, 2022 REQUEST TO WRITE OFF PAST DUE OR BANKRUPTCY BALANCES

	ACCOUNT NUMBER	NAME	WRITE OFF ACTION/DESCRIPTION	DATE OF NOTICE	DISCHARGE DATE	TOTAL AMOUNT	WATER	SEWER	GARBAGE FEES	RECYCLE FEES
1	13-399-00-02	Hughes, Anthony & Lisa	DISCHARGE	4/30/2021	8/9/2021	607.30	204.70	311.30	50.67	40.63
2	44-347-00-01	Stich, Joseph & Adele	DISCHARGE	5/14/2021	8/17/2021	317.29	73.50	156.59	48.33	38.87
3	57-406-06-08	Neumeyer, Jacob & Amanda	DISCHARGE	4/23/2021	7/26/2021	354.06	132.88	221.18	-	-
4	16-309-00-00	Henkel, Brian	Beyond statute of limitations for collection	8/9/2016	12/31/2021	84.68	1.88	52.80	30.00	-
5	17-381-02-00	Williams, Lawrence	Beyond statute of limitations for collection	8/9/2016	12/31/2021	64.34	21.70	28.14	14.50	-
6	45-375-00-03	Moritz, Jason	Beyond statute of limitations for collection	8/9/2016	12/31/2021	300.32	95.48	119.69	85.15	-
7	45-375-00-04	Moritz, Monica	Beyond statute of limitations for collection	8/9/2016	12/31/2021	88.23	27.16	34.57	26.50	-
8	96-331-00-03	Camporredondo, Carlos	Beyond statute of limitations for collection	11/19/2015	12/31/2021	50.27	21.88	24.88	3.51	-
9	96-365-00-02	Ellenbecker, James	Beyond statute of limitations for collection	9/16/2015	12/31/2021	210.78	71.18	90.43	49.17	-
10	96-371-00-04	Budrecki, Justine	Beyond statute of limitations for collection	9/16/2015	12/31/2021	224.71	83.93	105.61	35.17	-
11	999-285-00-00	Youngblood, Kenneth	Beyond statute of limitations for collection	11/19/2015	12/31/21	407.40	407.40	-	-	-
12	999-449-00-00		Frozen meter - No responsible party	11/4/2021	12/31/21	126.51	126.51	-	-	-
13	999-445-00-00		Frozen meter - No responsible party	11/4/2021	12/31/21	124.89	124.89	-	-	-
14	999-442-00-00		Frozen meter - No responsible party	11/4/2021	12/31/21	124.89	124.89	-	-	-
						\$ 3,085.67	\$ 1,517.98	\$ 1,145.19	\$ 343.00	\$ 79.50

Superintendent Approval

Commissioner Approval

Commissioner Approval

Commissioner Approval