

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

III

5.2

Res. No. 36 - 19 - 20. By Alderpersons Wolf and Sorenson. June 3, 2019.

A RESOLUTION authorizing the appropriate City officials to enter into a contract to reconstruct the tennis and pickleball courts at Vollrath Park.

WHEREAS, pursuant to Resolution No. 165-18-19, the Engineering Division of the Department of Public Works has advertised for bids to reconstruct the tennis and pickleball courts at Vollrath Park; and

WHEREAS, four bids were received in response to that advertisement; and

WHEREAS, the bids were from:

Munson Inc.	\$170,710.00
Northeast Asphalt	\$173,380.00
Armstrong Paving	\$176,825.00
Poblocki Paving	\$196,069.004; and

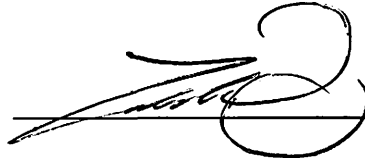
WHEREAS, the City Engineer has reviewed the bids and determined that the low bid, from Munson Inc., met all of the specifications.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached contract with Munson Inc. for the reconstruction of the tennis and pickleball courts at Vollrath Park in the amount of \$170,710.00 and are authorized to draw funds from the following accounts:

Public Works

Acct. No. 26553000-631100 (Park, Forestry and Open  
Space Fund - Improvements Other Than Buildings) \$ 70,000.00

Acct. No. 47853000-631100 (Capital Improvements Fund -  
Improvements Other Than Buildings) \$100,710.00



---

---

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

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

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

---

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

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and \_\_\_\_\_ ("Contractor").

---

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Vollrath Park – 2019 Tennis and Pickleball Court Reconstruction.

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Pulverizing the existing pavement, base aggregate, asphalt pavement, fencing, surface painting, and tennis and pickleball nets.

2.02 City of Sheboygan Resolution: \_\_\_\_\_

2.03 City of Sheboygan Account Number: \_\_\_\_\_

**ARTICLE 3 – ENGINEER**

3.01 The part of the Project that pertains to the Work has been designed by the Fred Kolkman Tennis & Sport Surfaces, LLC, of Grafton, WI and is designated as Designer.

3.02 The Engineering Division, Department of Public Works, City of Sheboygan, Sheboygan, WI will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

If ENGINEER is undesignated, OWNER shall assume the duties and responsibilities of ENGINEER through OWNER's Director of Public Works (DPW), or the DPW's designee.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The work will be substantially complete no later than October 18, 2019, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14<sup>th</sup> day following substantial completion.

**4.03 Liquidated Damages**

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
  2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.
  3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
  4. Milestones: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

**4.04 Special Damages**

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

**ARTICLE 5 – CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

## **ARTICLE 6 – PAYMENT PROCEDURES**

### **6.01 Submittal and Processing of Payments**

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### **6.02 Progress Payments; Retainage**

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1<sup>st</sup> day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
  - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
  - b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

### **6.03 Final Payment**

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

## **ARTICLE 7 – INTEREST**

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

**ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
  - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
  - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
  - J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

**ARTICLE 9 – CONTRACT DOCUMENTS**

**9.01 Contents**

- A. The Contract Documents consist of the following:
1. This Agreement (pages 00 52 00-1 to 7, inclusive).
  2. Performance bond (pages 00 61 13-1 to 00 61 13 - \_\_\_\_, inclusive).
  3. Payment bond (pages 00 61 14-1 to 00 61 14- \_\_\_\_, inclusive).
  4. General Conditions (EJCDC C-700, 2013 Edition) Supplementary Conditions, Specifications, and Drawings, not attached but incorporated by reference, as listed in the attached table of contents of the Project Manual.
  5. Addenda (not attached but incorporated by reference) (number 1, inclusive).
  6. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor’s Bid (pages 1, inclusive).
  7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed,
    - b. Work Change Directives,
    - c. Change Orders,
    - d. Field Order,
    - e. Task Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

**ARTICLE 10 – MISCELLANEOUS**

**10.01 Terms**

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

**10.02 Assignment of Contract**

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

**10.03 Successors and Assigns**

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

**10.04 Severability**

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**10.05 Contractor's Certifications**

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**10.06 Other Provisions**

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

*(Continued on next page)*

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

City of Sheboygan

\_\_\_\_\_

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

Name,  
Title: Darrell Hofland , City Administrator

Name,  
Title: \_\_\_\_\_  
(printed)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

Address for giving notices:

Address for giving notices:

City of Sheboygan - Engineering  
2026 New Jersey Avenue  
Sheboygan, WI 53081

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

License No.: \_\_\_\_\_  
*(where applicable)*

Signed by:

Approved as to form and Execution:

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

Name,  
Title: Michael Vandersteen, Mayor

Name,  
Title: Charles C. Adams, City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Countersigned by:

By: \_\_\_\_\_  
(signature)

Name,  
Title: Meredith DeBruin, City Clerk

Date: \_\_\_\_\_

VOLLRATH PARK  
2019 TENNIS AND PICKLEBALL COURT RECONSTRUCTION

SECTION	TITLE	PAGES
<b>00 00 00</b>	<b>PROCUREMENT AND CONTRACTING REQUIREMENTS</b>	
00 01 01	Cover	00 01 01-1
00 01 10	Table of Contents	00 01 10-1 to 00 01 10-2
00 11 13	Advertisements for Bids	00 11 13-1
00 21 13	Instructions for Bidders	00 21 13-1 to 00 21 13-10
00 41 43	Bid Form	00 41 43-1 to 00 41 43-5
00 41 44	Unit Price Worksheet	00 41 44-1
00 41 44.1	Quest Unit Price Worksheet	1 Page
00 42 13	Bid Bond	00 42 13-1 to 00 42 13-2
00 45 13	Bidder's Proof of Responsibility	00 45 13-1 to 00 45-13-5
00 45 19	Non-Collusion Affidavit of Bidder	00 45 19-1
00 45 20	Non-Collusion Affidavit of Subcontractor	00 45 20-1
00 45 50	List of Subcontractors	00 45 50-1
00 52 00	Agreement	00 52 00-1 to 00 52 00-7
00 55 00	Notice to Proceed	00 55 00-1
00 61 13	Performance Bond	00 61 13-1 to 00 61 13-3
00 61 14	Payment Bond	00 61 14-1 to 00 61 14-3
00 62 11	Submittal Cover	00 62 11-1
00 62 76	Application for Payment	00 62 76-1 to 00 62 76-2
00 63 13	Request for Information	00 63 13-1
00 63 49	Work Change Directive	00 63 49-1
00 63 63	Change Order Form	00 63 63-1 to 00 63 63-2
00 65 16	Certificate of Substantial Completion	00 65 16-1
00 65 18	Certificate of Compliance	00 65 13-1
00 65 19	Consent of Surety to Final Payment	00 65 19-1
00 72 00	General Conditions	00 72 00 -1 to 00 72 00-72
00 73 00	Supplementary Conditions	00 73 00-1 to 00 73 00-13
<b>01 00 00</b>	<b>GENERAL REQUIREMENTS</b>	
01 11 00	Summary of Work	01 11 00-1 to 01 11 00-2
01 14 00	Work Restrictions	01 14 00-1 to 01 14 00-6
01 22 00	Unit Prices	01 22 00-1 to 01 22 00-2
01 23 00	Alternates	01 23 00-1
01 55 26	Traffic Control	01 55 26-1 to 01 55 26-2
01 57 19	Temporary Environmental Controls	01 57 19-1 to 01 57 19-2
01 71 23	Construction Staking	01 71 23-1 to 01 71 23-2
<b>02 00 00</b>		
02 10 00	Selective Demolition	2 Pages

CITY OF SHEBOYGAN  
 TABLE OF CONTENTS  
 SECTION 00 01 10

SECTION	TITLE	PAGES
<b>31 00 00</b>	<b>EARTHWORK</b>	
31 20 00	Excavation	3 Pages
31 25 00	Erosion Control	2 Pages
<b>32 00 00</b>	<b>EXTERIOR IMPROVEMENT</b>	
30 05 00	Aggregates	5 Pages
32 10 00	Plant Mix Asphalt	7 Pages
32 35 50	Armor Crack Repair System for Tennis Courts	2 Pages
32 36 25	Acrylic Resurfacer	3 Pages
32 36 50	Flexible Tennis Court Color Finish System	5 Pages
32 36 75	Line Primer	3 Pages
32 37 00	Tennis Court Net Posts and Center Tie Down	2 Pages
32 37 75	Pickleball Net Posts and Center Tie Down	2 Pages
32 37 80	Pickleball Center Tie Downs	2 Pages
32 38 00	Tennis Court Nets	1 Page
32 38 75	Pickleball Nets	1 Pages
32 50 00	Fences and Gates (Galvanized Coated)	7 Pages
32 55 00	Fences and Gates (Vinyl Coated)	8 Pages
32 55 10	Fence Slats	1 Page
<b>Drawings</b>		11 Pages



**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

---

**ITEM DESCRIPTION:** Resolution authorizing the appropriate City officials to enter into a contract to reconstruct the tennis and pickleball courts at Vollrath Park.

---

**REPORT PREPARED BY:** Joseph L. Kerlin, Superintendent of Parks and Forestry

---

**REPORT DATE:** June 3, 2019

**MEETING DATE:** June 11, 2019

---

**FISCAL SUMMARY:**

**STATUTORY REFERENCE:**

Budget Line Item: N/A  
Budget Summary: N/A  
Budgeted Expenditure: \$170,710.00  
Budgeted Revenue: N/A

---

Wisconsin Statutes: N/A  
Municipal Code: N/A

**BACKGROUND / ANALYSIS:** The Department of Public Works developed plans and specifications to remove the old fencing and the four tennis courts at Vollrath Park and to replace with new fencing, two tennis courts and three pickleball courts.

**STAFF COMMENTS:** Four bids were received for the construction of this project, they are listed below.

- Munson Inc. \$170,710.00
- Northeast Asphalt \$173,380.00
- Armstrong Paving \$176,825.00
- Poblocki Paving \$196,069.04

The funding for this project will be from two separate accounts. They are listed below.

- 26553000-631100 \$70,000.00
- 47853000-631100 \$100,710.00

**ACTION REQUESTED:** Motion to recommend the Common Council approve Res. No. 36-19-20 authorizing the appropriate City officials to enter into a contract to reconstruct the tennis and pickleball courts at Vollrath Park.

**ATTACHMENTS:**

- I. Res. No. 36-19-20
- II. Agreement between owner and contractor for construction contract

III

5.3

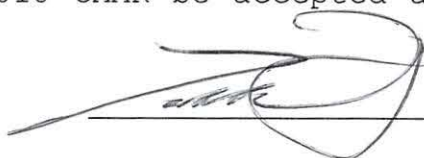
Res. No. 37-19-20. By Alderpersons Wolf and Sorenson. June 3, 2019.

A RESOLUTION informing the Wisconsin Department of Natural Resources (WDNR) that the 2018 Compliance Maintenance Annual Report (CMAR) has been reviewed.

RESOLVED: That the City of Sheboygan hereby informs the WDNR that the Common Council has reviewed the 2018 CMAR, which is attached to this resolution.

BE IT FURTHER RESOLVED: That the Sheboygan Regional Wastewater Treatment Facility received an "A" grade for each section of the 2018 CMAR, and require no further action by council.

BE IT FURTHER RESOLVED: That the 2018 CMAR be accepted and placed on file.

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

Public Works

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

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

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

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2019 2018

## Influent Flow and Loading

### 1. Monthly Average Flows and (C)BOD Loadings

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

Influent No. 701	Influent Monthly Average Flow, MGD	x	Influent Monthly Average (C)BOD Concentration mg/L	x	8.34	=	Influent Monthly Average (C)BOD Loading, lbs/day
January	7.8759	x	198	x	8.34	=	13,021
February	8.2052	x	187	x	8.34	=	12,800
March	8.6496	x	176	x	8.34	=	12,725
April	11.8354	x	138	x	8.34	=	13,572
May	13.9784	x	110	x	8.34	=	12,818
June	10.0381	x	150	x	8.34	=	12,579
July	9.1005	x	165	x	8.34	=	12,498
August	11.2501	x	151	x	8.34	=	14,178
September	11.8781	x	116	x	8.34	=	11,467
October	12.6884	x	106	x	8.34	=	11,195
November	11.2504	x	126	x	8.34	=	11,828
December	10.7019	x	153	x	8.34	=	13,687

### 2. Maximum Monthly Design Flow and Design (C)BOD Loading

2.1 Verify the design flow and loading for your facility.

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

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

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

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2019 2018

## 3. Flow Meter

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

- Yes

Enter last calibration date (MM/DD/YYYY)

2018-08-14

- No

If No, please explain:

## 4. Sewer Use Ordinance

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

- Yes

- No

If No, please explain:

4.2 Was it necessary to enforce the ordinance?

- Yes

- No

If Yes, please explain:

## 5. Septage Receiving

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

Septic Tanks                      Holding Tanks                      Grease Traps

- Yes

- Yes

- Yes

- No

- No

- No

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

Septic Tanks

- Yes                      210,957                      gallons

- No

Holding Tanks

- Yes                      1,810,545                      gallons

- No

Grease Traps

- Yes                      0                      gallons

- No

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

Plant performance was not affected by receiving hauled-in wastes.

## 6. Pretreatment

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

- Yes

- No

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

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

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2019 2018

<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes.</p> <p>Food processing wastes, landfill leachate and industrial septage, were accepted and discharged directly to the plant influent through the septage receiving stations. Samples were collected from each waste type and analyzed to determine waste load allocation and waste strength.</p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2019 2018

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

### 1. Effluent (C)BOD Results

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

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

\* Equals limit if limit is <= 10

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

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

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

### 2. Flow Meter Calibration

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

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

No

If No, please explain:

The facility does not have an effluent flow meter and is required to report the influent flow only.

### 3. Treatment Problems

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

None

### 4. Other Monitoring and Limits

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

Yes

No

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2019 2018

<p>If Yes, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<p>4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test?</p> <p><input type="radio"/> Yes</p> <p><input checked="" type="radio"/> No</p> <p>If Yes, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<p>4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity?</p> <p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p> <p><input checked="" type="radio"/> N/A</p> <p>Please explain unless not applicable:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>

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

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2019 2018

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

<b>1. Effluent Total Suspended Solids Results</b>						
<b>1.1 Verify the following monthly average effluent values, exceedances, and points for TSS:</b>						
Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit >10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	4	1	0	0
February	30	27	4	1	0	0
March	30	27	3	1	0	0
April	30	27	4	1	0	0
May	30	27	4	1	0	0
June	30	27	3	1	0	0
July	30	27	1	1	0	0
August	30	27	3	1	0	0
September	30	27	2	1	0	0
October	30	27	3	1	0	0
November	30	27	3	1	0	0
December	30	27	5	1	0	0
* Equals limit if limit is <= 10						
Months of Discharge/yr				12		
<b>Points per each exceedance with 12 months of discharge:</b>					<b>7</b>	<b>3</b>
Exceedances					0	0
Points					0	0
<b>Total Number of Points</b>						<b>0</b>
NOTE: For systems that discharge Intermittently to state waters, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is 12/6 = 2.0						
1.2 If any violations occurred, what action was taken to regain compliance?						

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

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2019 2018

## Effluent Quality and Plant Performance (Phosphorus)

### 1. Effluent Phosphorus Results

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

Outfall No. 001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	.9	0.487	1	0
February	.9	0.432	1	0
March	.9	0.558	1	0
April	.9	0.477	1	0
May	.9	0.471	1	0
June	.9	0.487	1	0
July	.9	0.442	1	0
August	.9	0.512	1	0
September	.9	0.459	1	0
October	.9	0.403	1	0
November	.9	0.362	1	0
December	.9	0.436	1	0
Months of Discharge/yr			12	
<b>Points per each exceedance with 12 months of discharge:</b>				<b>10</b>
Exceedances				0
<b>Total Number of Points</b>				<b>0</b>

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

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

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

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

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2019 2018

## Biosolids Quality and Management

### 1. Biosolids Use/Disposal

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

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

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

1.1.1 If you checked Other, please describe:

Exceptional Quality dried biosolids from outfall 004 were supplied to Kiel Sand and Gravel as well as Sure-Grow LLC for use as a soil conditioner and agricultural fertilizer. As small amount was used by the facility and some of the excess sample taken from the silo for fecal coliform testing were disposed of.

### 3. Biosolids Metals

Number of biosolids outfalls in your WPDES permit:

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

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

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41		6.5		5.5			6.1	4.35			4.07	5.53			0	0
Cadmium		39		1		.89			1.3	.707			.38	.658			0	0
Copper		1500		427		452			409	451			394	426			0	0
Lead		300		27.5		30.4			37.3	32.5			28.5	36.3			0	0
Mercury		17		.38		.4			.42	.507			.352	.39			0	0
Molybdenum	60		75	11.8		12.1			10	10.9			8.68	11.4		0		0
Nickel				32.7		33.2			26.9	31.3			27.9	31.1		0		0
Selenium				3.4		<5.1			2.3	4.75			<3.11	<2.83		0		0
Zinc		2800		656		717			680	611			587	696			0	0

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

Exceedence Points

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

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

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

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

Exceedence Points

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

3.1.4 Were biosolids land applied which exceeded the ceiling limit?

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2019 2018

Yes (20 Points)

No (0 Points)

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

0

--

4. Pathogen Control (per outfall):

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

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2018 - 02/28/2018
Density:	0
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality sludge from the sludge dryer.

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	03/01/2018 - 04/30/2018
Density:	3
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality sludge from the sludge dryer.

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	05/01/2018 - 06/30/2018
Density:	19
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality sludge from the sludge dryer.

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2019 2018

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Colliform
Sample Dates:	07/01/2018 - 08/31/2018
Density:	0
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality sludge from the sludge dryer.

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Colliform
Sample Dates:	09/01/2018 - 10/31/2018
Density:	2
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality sludge from the sludge dryer.

Outfall Number:	004
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Colliform
Sample Dates:	11/01/2018 - 12/31/2018
Density:	2
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality sludge from the sludge dryer.

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

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

Yes (40 Points)

No

If yes, what action was taken?

5. Vector Attraction Reduction (per outfall):

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

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2019 2018

Outfall Number:	004
Method Date:	01/29/2018
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	94.30
Outfall Number:	004
Method Date:	03/22/2018
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	96.60
Outfall Number:	004
Method Date:	06/05/2018
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	98.20
Outfall Number:	004
Method Date:	07/30/2018
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	95.10
Outfall Number:	004
Method Date:	10/01/2018
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	99.60

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2019 2018

Outfall Number:	004	0
Method Date:	11/26/2018	
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids	
Requirement Met:	Yes	
Land Applied:	Yes	
Limit (if applicable):	>90	
Results (if applicable):	96.50	
<p>5.2 Was the limit exceeded or the process criteria not met at the time of land application?</p> <p><input type="radio"/> Yes (40 Points)</p> <p><input checked="" type="radio"/> No</p> <p>If yes, what action was taken?</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
<p>6. Biosolids Storage</p> <p>6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?</p> <p><input checked="" type="radio"/> &gt;= 180 days (0 Points)</p> <p><input type="radio"/> 150 - 179 days (10 Points)</p> <p><input type="radio"/> 120 - 149 days (20 Points)</p> <p><input type="radio"/> 90 - 119 days (30 Points)</p> <p><input type="radio"/> &lt; 90 days (40 Points)</p> <p><input type="radio"/> N/A (0 Points)</p> <p>6.2 If you checked N/A above, explain why.</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		
<p>7. Issues</p> <p>7.1 Describe any outstanding biosolids issues with treatment, use or overall management:</p> <div style="border: 1px solid black; padding: 5px;"> <p>All biosolids generated during 2018 were dried to produce a Class A biosolids. No issues were encountered during the year.</p> </div>		

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

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2019 2018

## Staffing and Preventative Maintenance (All Treatment Plants)

<p><b>1. Plant Staffing</b></p> <p><b>1.1</b> Was your wastewater treatment plant adequately staffed last year?</p> <ul style="list-style-type: none"><li>● Yes</li><li>○ No</li></ul> <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>Could use more help/staff for:</p> <div style="border: 1px solid black; padding: 2px;">Present staffing levels are adequate to successfully operate and maintain the wastewater plant.</div> <p><b>1.2</b> Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping?</p> <ul style="list-style-type: none"><li>● Yes</li><li>○ No</li></ul> <p>If No, please explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
<p><b>2. Preventative Maintenance</b></p> <p><b>2.1</b> Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items?</p> <ul style="list-style-type: none"><li>● Yes (Continue with question 2) <input type="checkbox"/><input type="checkbox"/></li><li>○ No (40 points) <input type="checkbox"/><input type="checkbox"/></li></ul> <p>If No, please explain, then go to question 3:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p><b>2.2</b> Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment?</p> <ul style="list-style-type: none"><li>● Yes</li><li>○ No (10 points)</li></ul> <p><b>2.3</b> Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly?</p> <ul style="list-style-type: none"><li>● Yes</li><li>○ Paper file system</li><li>○ Computer system</li><li>● Both paper and computer system</li><li>○ No (10 points)</li></ul>	0
<p><b>3. O&amp;M Manual</b></p> <p><b>3.1</b> Does your plant have a detailed O&amp;M and Manufacturer Equipment Manuals that can be used as a reference when needed?</p> <ul style="list-style-type: none"><li>● Yes</li><li>○ No</li></ul>	
<p><b>4. Overall Maintenance /Repairs</b></p> <p><b>4.1</b> Rate the overall maintenance of your wastewater plant.</p> <ul style="list-style-type: none"><li>○ Excellent</li><li>○ Very good</li><li>● Good</li><li>○ Fair</li><li>○ Poor</li></ul> <p>Describe your rating:</p>	

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2019 2018

The plant is adequately maintained and has adequate in-line spares available to take down and maintain individual pieces of equipment. We continue to work on improving our PM program and have made major strides during the year to ensure that we have all required PM's captured as well as ensuring that the scope is adequate. We also made significant strides utilizing the maintenance management system. Plant staff is experienced and capable of most repairs.

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

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2019 2018

## Operator Certification and Education

### 1. Operator-In-Charge

1.1 Did you have a designated operator-in-charge during the report year?

- Yes (0 points)
- No (20 points)

Name:

Steve Jossart

Certification No:

12990

0

### 2. Certification Requirements

2.1 In accordance with Chapter NR 114.56 and 114.57, Wisconsin Administrative Code, what level and subclass(es) were required for the operator-in-charge (OIC) to operate the wastewater treatment plant and what level and subclass(es) were held by the operator-in-charge?

Sub Class	SubClass Description	WWTP		OIC		
		Advanced		OIT	Basic	Advanced
A1	Suspended Growth Processes	X				
A2	Attached Growth Processes					
A3	Recirculating Media Filters					
A4	Ponds, Lagoons and Natural					
A5	Anaerobic Treatment Of Liquid					
B	Solids Separation	X				
C	Biological Solids/Sludges	X				
P	Total Phosphorus	X				
N	Total Nitrogen					
D	Disinfection	X				
L	Laboratory	X				
U	Unique Treatment Systems					
SS	Sanitary Sewage Collection	X		NA	NA	NA

0

2.2 Was the operator-in-charge certified at the appropriate level and subclass(es) to operate this plant? (Note: Certification in subclass SS, N and A5 not required in 2018; subclass SS is basic level only.)

- Yes (0 points)
- No (20 points)

### 3. Succession Planning

3.1 In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation and maintenance of the plant that includes one or more of the following options (check all that apply)?

- One or more additional certified operators on staff
- An arrangement with another certified operator
- An arrangement with another community with a certified operator
- An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year
- A consultant to serve as your certified operator
- None of the above (20 points)

If "None of the above" is selected, please explain:

0

### 4. Continuing Education Credits

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2019 2018

<p>4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates?</p> <p>OIT and Basic Certification:</p> <ul style="list-style-type: none"><li><input type="radio"/> Averaging 6 or more CECs per year.</li><li><input type="radio"/> Averaging less than 6 CECs per year.</li></ul> <p>Advanced Certification:</p> <ul style="list-style-type: none"><li><input checked="" type="radio"/> Averaging 8 or more CECs per year.</li><li><input type="radio"/> Averaging less than 8 CECs per year.</li></ul>	
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

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

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2019 2018

## Financial Management

<p><b>1. Provider of Financial Information</b>  Name: <input style="width: 200px;" type="text" value="Marty Halverson"/>  Telephone: <input style="width: 100px;" type="text" value="(920) 459-3304"/> (XXX) XXX-XXXX  E-Mail Address (optional): <input style="width: 200px;" type="text" value="Marty.Halverson@sheboyganwl.gov"/></p>													
<p><b>2. Treatment Works Operating Revenues</b>  <b>2.1 Are User Charges or other revenues sufficient to cover O&amp;M expenses for your wastewater treatment plant AND/OR collection system ?</b>  <input checked="" type="radio"/> Yes (0 points) <input type="checkbox"/>  <input type="radio"/> No (40 points)  If No, please explain:  <input style="width: 100%; height: 20px;" type="text"/></p> <p><b>2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?</b>  Year: <input style="width: 50px;" type="text" value="2018"/>  <input checked="" type="radio"/> 0-2 years ago (0 points) <input type="checkbox"/>  <input type="radio"/> 3 or more years ago (20 points) <input type="checkbox"/>  <input type="radio"/> N/A (private facility)</p> <p><b>2.3 Did you have a special account (e.g., CWF required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?</b>  <input checked="" type="radio"/> Yes (0 points)  <input type="radio"/> No (40 points)</p>	0												
<b>REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]</b>													
<p><b>3. Equipment Replacement Funds</b>  <b>3.1 When was the Equipment Replacement Fund last reviewed and/or revised?</b>  Year: <input style="width: 50px;" type="text" value="2018"/>  <input checked="" type="radio"/> 1-2 years ago (0 points) <input type="checkbox"/>  <input type="radio"/> 3 or more years ago (20 points) <input type="checkbox"/>  <input type="radio"/> N/A  If N/A, please explain:  <input style="width: 100%; height: 20px;" type="text"/></p>													
<p><b>3.2 Equipment Replacement Fund Activity</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"><b>3.2.1 Ending Balance Reported on Last Year's CMAR</b></td> <td style="width: 5%; text-align: center;">\$</td> <td style="width: 35%; text-align: right;"><input style="width: 100%;" type="text" value="6,134,358.64"/></td> </tr> <tr> <td><b>3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)</b></td> <td style="text-align: center;">-</td> <td style="text-align: right;"><input style="width: 100%;" type="text" value="9,258.03"/></td> </tr> <tr> <td><b>3.2.3 Adjusted January 1st Beginning Balance</b></td> <td style="text-align: center;">\$</td> <td style="text-align: right;"><input style="width: 100%;" type="text" value="6,125,100.61"/></td> </tr> <tr> <td><b>3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)</b></td> <td style="text-align: center;">+</td> <td style="text-align: right;"><input style="width: 100%;" type="text" value="0.00"/></td> </tr> </table>	<b>3.2.1 Ending Balance Reported on Last Year's CMAR</b>	\$	<input style="width: 100%;" type="text" value="6,134,358.64"/>	<b>3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)</b>	-	<input style="width: 100%;" type="text" value="9,258.03"/>	<b>3.2.3 Adjusted January 1st Beginning Balance</b>	\$	<input style="width: 100%;" type="text" value="6,125,100.61"/>	<b>3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)</b>	+	<input style="width: 100%;" type="text" value="0.00"/>	
<b>3.2.1 Ending Balance Reported on Last Year's CMAR</b>	\$	<input style="width: 100%;" type="text" value="6,134,358.64"/>											
<b>3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)</b>	-	<input style="width: 100%;" type="text" value="9,258.03"/>											
<b>3.2.3 Adjusted January 1st Beginning Balance</b>	\$	<input style="width: 100%;" type="text" value="6,125,100.61"/>											
<b>3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)</b>	+	<input style="width: 100%;" type="text" value="0.00"/>											

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2019 2018

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

\$ 0.00

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

\$ 6,125,100.61

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

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

The change is due to an audit correction.

3.3 What amount should be in your Replacement Fund?

\$ 1,500,000.00

0

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

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

- Yes
- No

If No, please explain.

## 4. Future Planning

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

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

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

## 5. Financial Management General Comments

### ENERGY EFFICIENCY AND USE

## 6. Collection System

### 6.1 Energy Usage

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

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2019 2018

## COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations:

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	45,928	521
February	36,769	378
March	36,973	203
April	48,676	207
May	54,437	33
June	37,342	4
July	31,407	0
August	32,491	0
September	36,817	0
October	42,897	1
November	41,394	54
December	43,732	168
<b>Total</b>	<b>488,863</b>	<b>1,569</b>
<b>Average</b>	<b>40,739</b>	<b>174</b>

### 6.1.2 Comments:

## 6.2 Energy Related Processes and Equipment

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

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

### 6.2.2 Comments:

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

- No
- Yes

Year:

By Whom:

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2019 2018

Describe and Comment:

## 6.4 Future Energy Related Equipment

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

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

## 7. Treatment Facility

### 7.1 Energy Usage

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

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

	Electricity Consumed (kWh)	Total Influent Flow (MG)	Electricity Consumed/Flow (kWh/MG)	Total Influent BOD (1000 lbs)	Electricity Consumed/Total Influent BOD (kWh/1000lbs)	Natural Gas Consumed (therms)
January	412,812	244.15	1,691	403.65	1,023	7,704
February	456,454	229.75	1,987	358.40	1,274	11,838
March	483,210	268.14	1,802	394.48	1,225	22,689
April	559,101	355.06	1,575	407.16	1,373	26,100
May	537,229	433.33	1,240	397.36	1,352	17,229
June	549,098	301.14	1,823	377.37	1,455	13,642
July	505,498	282.12	1,792	387.44	1,305	5,899
August	624,604	348.75	1,791	439.52	1,421	7,814
September	467,932	356.34	1,313	344.01	1,360	8,618
October	476,162	393.34	1,211	347.05	1,372	5,066
November	482,732	337.51	1,430	354.84	1,360	6,496
December	508,459	331.76	1,533	424.30	1,198	18,467
<b>Total</b>	<b>6,063,291</b>	<b>3,881.39</b>		<b>4,635.58</b>		<b>151,562</b>
<b>Average</b>	<b>505,274</b>	<b>323.45</b>	<b>1,599</b>	<b>386.30</b>	<b>1,310</b>	<b>12,630</b>

7.1.2 Comments:

### 7.2 Energy Related Processes and Equipment

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

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

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2019 2018

- Mechanical Sludge Processing
- Nitrification
- SCADA System
- UV Disinfection
- Variable Speed Drives
- Other:

We also operate a 200 Kw microturbine which automatically starts and generates electricity when we have excess digester gas.

### 7.2.2 Comments:

### 7.3 Future Energy Related Equipment

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

Modifications to the aeration system to allow for better turn down. We are also looking at a new blower which will operate off a VFD and has improved turn down.

### 8. Biogas Generation

#### 8.1 Do you generate/produce biogas at your facility?

- No
- Yes

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

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

### 9. Energy Efficiency Study

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

- No
- Yes

Entire facility

Year:

2005

By Whom:

Focus on Energy

Describe and Comment:

We are currently working with both Wisconsin Focus on Energy and the Dept of Energy Better Plants Program to help us with future upgrades.

Part of the facility

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2019 2018

Year: <input type="text"/>
By Whom: <input type="text"/>
Describe and Comment: <input type="text"/>

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

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2019 2018

## Sanitary Sewer Collection Systems

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

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

- Yes
- No

If No, explain:

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

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

If No or N/A, explain:

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

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

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

Provide the proper resources for effective system management, operations and maintenance.

Improve sewer infrastructure through sewer replacement and sewer lining work.

Eliminate sanitary sewer overflows.

Did you accomplish them?

- Yes
- No

If No, explain:

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

Does this chapter of your CMOM include:

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

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

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

City of Sheboygan Sewer Use Ordinance

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

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

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

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

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

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2019 2018

- Equipment and replacement part inventories
  - Up-to-date sewer system map
  - A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
  - A description of routine operation and maintenance activities (see question 2 below)
  - Capacity assessment program
  - Basement back assessment and correction
  - Regular O&M training
  - Design and Performance Provisions [NR 210.23 (4) (e)]
- What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?
- State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
  - Construction, Inspection, and Testing
  - Others:

- Overflow Emergency Response Plan [NR 210.23 (4) (f)]
- Does your emergency response capability include:
- Responsible personnel communication procedures
  - Response order, timing and clean-up
  - Public notification protocols
  - Training
  - Emergency operation protocols and implementation procedures
- Annual Self-Auditing of your CMOM Program [NR 210.23 (5)]
  - Special Studies Last Year (check only those that apply):
- Infiltration/Inflow (I/I) Analysis
  - Sewer System Evaluation Survey (SSES)
  - Sewer Evaluation and Capacity Management Plan (SECAP)
  - Lift Station Evaluation Report
  - Others:

## 2. Operation and Maintenance

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

Cleaning	83.5	% of system/year
Root removal	2.1	% of system/year
Flow monitoring	75	% of system/year
Smoke testing	0	% of system/year
Sewer line televising	3.8	% of system/year
Manhole inspections	70	% of system/year
Lift station O&M	55	# per L.S./year
Manhole rehabilitation	0.7	% of manholes rehabbed
Mainline rehabilitation	1.5	% of sewer lines rehabbed

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2019 2018

Private sewer inspections  % of system/year  
 Private sewer I/I removal  % of private services  
 River or water crossings  % of pipe crossings evaluated or maintained

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

Manhole inspections are estimated based off of sewer cleaning data.

### 3. Performance Indicators

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

42.85	Total actual amount of precipitation last year in inches
32	Annual average precipitation (for your location)
171	Miles of sanitary sewer
5	Number of lift stations
0	Number of lift station failures
2	Number of sewer pipe failures
11	Number of basement backup occurrences
52	Number of complaints
10.63	Average daily flow in MGD (if available)
13.98	Peak monthly flow in MGD (if available)
	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

0.00	Lift station failures (failures/year)
0.01	Sewer pipe failures (pipe failures/sewer mile/yr)
0.00	Sanitary sewer overflows (number/sewer mile/yr)
0.06	Basement backups (number/sewer mile)
0.30	Complaints (number/sewer mile)
1.3	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
0.0	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

### 4. Overflows

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

Date	Location	Cause	Estimated Volume (MG)
None reported			

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

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

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

- Yes
- No

If Yes, please describe:

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2019 2018

Increased flow from infiltration and storm water can increase the flow to the WWTP by 2 - 3 times the average flow. During peak events, influent screening and grit removal may be bypassed for short periods of time.

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

Yes

No

If Yes, please describe:

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

Average flows to plan remain consistent with previous years.

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

The city continues to rehabilitate sewers and repair man holes each year, to improve the integrity of the sewer system. Last year, the force main from the North Avenue Lift station was replaced.

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

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2019 2018

## Grading Summary

WPDES No: 0025411

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

### Notes:

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

# Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: Reporting For:  
5/29/2019 2018

## Resolution or Owner's Statement

Name of Governing  
Body or Owner:

Date of Resolution or  
Action Taken:

Resolution Number:

Date of Submittal:

### ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Influent Flow and Loadings: Grade = A

Effluent Quality: BOD: Grade = A

Effluent Quality: TSS: Grade = A

Effluent Quality: Phosphorus: Grade = A

Biosolids Quality and Management: Grade = A

Staffing: Grade = A

Operator Certification: Grade = A

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

### ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 4.00

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

---

**ITEM DESCRIPTION:** A resolution informing the Wisconsin Department of Natural Resources (WDNR) that the 2018 Compliance Maintenance Annual Report (CMAR) has been reviewed.

---

**REPORT PREPARED BY:** Steve Jossart, Superintendent of Wastewater

---

**REPORT DATE:** May 24, 2019

**MEETING DATE:** June 11, 2019

---

**FISCAL SUMMARY:**

Budget Line Item: N/A  
Budget Summary: N/A  
Budgeted Expenditure: N/A  
Budgeted Revenue: N/A

**STATUTORY REFERENCE:**

Wisconsin Statutes: NR 208 Wis  
Adm. Code  
Municipal Code: N/A

---

**BACKGROUND / ANALYSIS:** The Compliance Maintenance Annual Report (CMAR) is required as a part of our Wisconsin Pollution Discharge Elimination System (WPDES) permit for the purpose of assessing the management activities, physical condition and performance of the wastewater plant. The report covers a number of areas which include influent flow and loading, effluent quality and plant removal performance for Biochemical Oxygen Demand (BOD5), Total Suspended Solids (TSS) and Total Phosphorous, biosolids quality and management, staffing and preventive maintenance, operator certification, collection system performance and financial management. A letter grade is received for each section of the report along with an overall grade for the facility.

**STAFF COMMENTS:** The Sheboygan Wastewater Treatment Plant received an “A” grade for all areas of the report for 2018. Items we are focused on to maintain a perfect score for 2019 include becoming certified for a new operator certification subclass requirement for Sanitary Sewage Collection Systems and reducing the plants total phosphorous discharge so that we can consistently achieve the expected 0.60 mg/l limit.

The Wisconsin Department of Natural Resources requires a resolution be submitted as part of the Compliance Maintenance Annual Report documenting that the Common Council has reviewed the document. The CMAR is then electronically filed with a due date of June 30, 2019.

**ACTION REQUESTED:** Motion to recommend the Common Council approve Res. No. 37-19-20 informing the Wisconsin Department of Natural Resources (WDNR) that the 2018 Compliance Maintenance Annual Report (CMAR) has been reviewed.

**ATTACHMENTS:**

- I. Res. No 37-19-20
- II. Draft of the Sheboygan Regional WWTP 2018 CMAR

III

5.4

Res. No. 38 - 19 - 20. By Alderpersons Wolf and Sorenson. June 3, 2019.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract with Abacus Architects for architectural services and engineering services for the renovation of the Municipal Service Building locker room.

RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached contract with Abacus Architects for architectural and engineering services related to the renovation of the Municipal Service Building's locker room.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds in the amount of \$29,000.00 from Account No. 40033110-621200 (Capital Project Fund - Building Improvements) in payment of same.

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

Public Works

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

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

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



May 17<sup>th</sup>, 2019

City of Sheboygan  
Department of Public Works  
Attn: Michael Willmas, Superintendent Facilities and Traffic  
2026 New Jersey Avenue  
Sheboygan, WI 53081

**Contract for Professional Design Services**

*DPW – Locker Room Renovation  
Sheboygan, WI*

Project No. 2019-22

On behalf of the entire Abacus Architects, Inc. team (Abacus), we are pleased to present this Contract for professional design services to you. To address the unique facets of your project, Abacus has assembled a talented group of professionals that will work diligently to exceed your expectations, providing project design services as further described below.

**1. PROJECT DESCRIPTION**

Provision of:

- Yes  No Architectural
- Yes  No Structural engineering
- Yes  No Mechanical engineering
- Yes  No Electrical engineering
- Yes  No Plumbing engineering
- Yes  No Fire protection
- Yes  No Interior
- Yes  No Food service
- Yes  No Civil Engineering
- Yes  No Landscaping
- Yes  No Traffic/parking
- Yes  No Security systems (fire, emergency call, monitor, perimeter)
- Yes  No Information technology
- Yes  No Environmental

Design services for approximately 700 s.f. of space to be used for a new female locker room and a renovation to the existing men's shower room. The project is located at the Department of Public works building 2026 New Jersey Avenue, Sheboygan.

The bid package will also include alternate designs for renovated men's toilet room and possibly a separation of space in the men' locker room. Total square footage of Base Bid and Alternate Bid is approx. 1,000 S.F.



## 2. **SCOPE OF SERVICES & DELIVERABLES**

The following is a summary of design deliverables for each phase of architectural and engineering services Abacus will be furnishing for your Project. In the provision of design services, Abacus and its consultants will work cooperatively with Owner to determine the best value for the project.

### **Design Phase – Phase 1 - COMPLETE**

During Design Phase, Abacus will provide services as indicated below.

#### **(1) Pre-Design Conceptual Planning – The following services are included:**

- Yes  No Review of Existing Programming Materials, Project Criteria and other Owner Project Requirements
- Yes  No Existing Structure(s) Evaluation
- Yes  No Owner Needs Analysis
- Yes  No Assistance with Project Site Selection
- Yes  No Master Planning and Phasing Analysis
- Yes  No Preliminary Analysis of Existing Site Conditions and Use Restrictions, if any
- Yes  No Preliminary Site Plan
- Yes  No Preliminary Floor Plan
- Yes  No Preliminary Storm Water Analysis
- Yes  No Preliminary Erosion Control Analysis
- Yes  No Project Schedule Development
- Yes  No Evaluation of Feasibility of Owner's Project Budget
- Yes  No Conceptual 3D Massing Model

#### **(2) Design Development - The following services are included:**

- Yes  No Preliminary Grading Plan
- Yes  No Preliminary Landscape Plan
- Yes  No Dimensioned Floor Plan
- Yes  No Building Elevations
- Yes  No Building Cross Sections
- Yes  No Interior and Exterior 3D Renderings
- Yes  No Coordination with Engineers Retained by Abacus (HVAC, Electrical and Plumbing Engineers)
- Yes  No Feasibility/ Preliminary Budget Evaluation by Engineers Retained by Abacus
- Yes  No Meeting with Local Regulatory Authorities to Determine Project Compliance Requirements and Secure Project Approvals
- Yes  No Evaluation Project Budget Requirements
- Yes  No Final Building Code Review

Upon completion of the Design Development Documents, the Design Professional shall identify in writing for the Owner's approval all material changes, and deviations from initial Programming. The Project Schedule shall also be updated. Design will be submitted in electronic form along with (1) additional hard copy for Owner's review



and approval. Abacus shall not proceed with Construction Documents Phase until Owner has approved Design Drawings. At this point in time the drawings attached are considered to be approved by City of Sheboygan.

### **Construction Documents – Phase 2**

During Construction Document Phase, Abacus will provide services as indicated below.

- Yes  No Project Title Sheet
- Yes  No Architectural Site Plan, including;
  - Property lines and easements - boundaries
  - Building Setbacks
  - Location of new buildings
- Yes  No Civil Engineering Site Plan, including;
  - Location, size and floor elevation of existing and new buildings and structures
  - Existing and new paving locations
  - Topographical information (grades and contours) (existing vs. new)
  - Existing and new utilities (sewer, storm, water, gas, electric, telephone, data)
  - Existing and new trees and vegetation
  - Existing and new private service locations are the responsibility of the Owner and will not be depicted
- Yes  No Storm Water Management Plan
- Yes  No Landscape Plan
- Yes  No Demolition Plan
- Yes  No Floor Plan – Overall Code Plan
- Yes  No Room Finish Schedule
- Yes  No Interior Design – Material Selections, Flooring Plan, Paint Schedule, and interior Design Elevations
- Yes  No Architectural Floor Plan(s) Detailed with Dimensions and Notes
- Yes  No Enlarged Floor Plans (toilet rooms, stairs, etc. as needed)
- Yes  No Reflected Ceiling Plan (Material Intent Only)
- Yes  No Interior Elevation and Section Details
- Yes  No Final Door Schedule
- Yes  No Final Hardware Schedule (hardware is by Owner)
- Yes  No Exterior Window and Door Elevation Details
- Yes  No Building Wall Sections and Details
- Yes  No Roof Plan and Details
- Yes  No Manufactured Casework Design and Details
- Yes  No Custom Cabinetry Design and Details
- Yes  No Specification Manual
- Yes  No Specifications included in Construction Documents
- Yes  No Coordination with Engineers Retained by Abacus: (HVAC, Electrical and Plumbing Engineers)
- Yes  No Structural Engineering Designs (If Required will be Time and Material)
- Yes  No Plumbing Engineering Designs



- Yes  No Fire Protection Engineering Designs (Final Coordination by Owner)
- Yes  No Mechanical (HVAC) Engineering Designs
- Yes  No Electrical Engineering Designs
- Yes  No Food Service Engineering Designs
- Yes  No Information Technology Engineering Designs
- Yes  No Specialty Designs: [specify]

Construction Documents shall conform to code requirements in effect as of the date of their issuance. Revisions due to changes in code requirements thereafter shall be provided as an additional service.

Upon completion of the above-listed Construction Documents, Abacus shall identify in writing for the Owner's approval all material changes and deviations that have been incorporated into the Construction Documents. The Project Schedule shall also be updated. The Construction Documents will be submitted in electronic form along with (1) printed set for Owner's review and approval. Abacus shall not proceed with Construction Administration Phase until Owner has approved Construction Documents.

### **Construction Administration – Phase 3**

During Construction Administration Phase, Abacus will provide services as indicated below.

Observe and document construction progress as it relates to the intent of the plans and specifications. The architect is not responsible for means and methods of construction.

- Yes  No Submit Designs to Permitting Agencies for Approval
- Yes  No Prepare Bid Documents
- Yes  No Fast Track Construction Delivery Method
- Yes  No Multiple Bid Packages
- Yes  No Prepare Addenda
- Yes  No Prepare Written Responses to Bidder Requests
- Yes  No Coordination with Engineers Retained by Abacus: (HVAC, Electrical and Plumbing Engineers)
- Yes  No Architectural or Engineering Services for Re-design
- Yes  No Site Visits and Site Observation Reports – [2] visits included
- Yes  No Review Shop Drawings for: architectural related items
- Yes  No Prepare Written Responses to Contractor RFIs
- Yes  No Review and Processing of Contractor Applications for Payment
- Yes  No Review and Processing of Project Change Orders
- Yes  No Review Masonry Test Reports
- Yes  No Review Concrete Test Reports
- Yes  No Punch list Review and Documentation
- Yes  No Compliance Statement Submittal
- Yes  No Preparation of Record Designs
- Yes  No Preparation of "as constructed drawings"



Abacus shall be given access to the Project site and all work in progress. Abacus is not responsible for means methods, techniques and sequences of construction.

### 3. **SCHEDULE**

The Project schedule is currently anticipated to be as follows:

Approval of Contract	June 3 <sup>rd</sup> , 2019
Phase I (Architect and Engineers)	Complete
Phase II Completion – Construction Documents (Architect and Engineers)	4 weeks
State Review	July 15 <sup>th</sup> , 2019
Phase III – Construction Administration (City has requested that plans be out to bid no later than October 2019 – but may send them out earlier)	TBD

Abacus and its consultants will produce their designs consistent with the milestones set forth above, except that these milestones may be extended for reasonable cause.

### 4. **COMPENSATION**

#### A. **Fees**

Abacus compensation is based upon the types of design services requested and the responsibilities assumed related to design of the Project. In setting both fees and hourly rates, we have taken into consideration: (1) the complexity of design involved; (2) nature of services provided; (3) the format for Project design deliverables; and (4) the experience level of the individuals that will be assigned to the Project.

In consideration for performance of services, Abacus shall be paid the following fees:

#### **Phase I – Design - Complete**

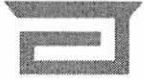
#### **Phase II – Construction Documents and Phase III Construction Administration**

Construction Cost (est. \$250,000 - \$300,000)

\*construction cost will fluctuate based on accepted Alternates being approved or not.

Lump Sum of \$29,000

Architectural	\$12,500
Electrical Engineering	\$ 2,900
HVAC Engineering	\$ 9,800
Plumbing Engineering	\$ 3,800



Abacus shall invoice every two weeks based on services performed and reimbursable disbursements incurred. Payment shall be made within thirty (30) days after the billing date. Invoices will be sent to:

Department of Public Works  
Attn: Michael Willmas, Superintendent Facilities and Traffic  
2026 New Jersey Avenue  
Sheboygan, WI 53081

We reserve the right to charge 1% interest per month (12% per year) on balances past 30 days. We reserve the right to stop work immediately if invoices are not paid when due.

All costs to restart work if work is stopped, collection costs, including reasonable attorney fees, shall be paid by Owner.

**B. Owner Direct Costs**

You will be directly responsible for the following costs related to this Project:

- Printing of plans and specifications for bidding purposes

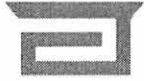
**C. Reimbursable Expenses**

Reimbursable expenses shall be charged at 1.1 times cost and shall include the following:

- Photocopying and duplication of plans, specifications and bid documents
- State Division of Industry Services, County and Local – application, regulatory and design approvals and permit fees for:
  - o building, HVAC, electrical, plumbing, component submittals, storm water design
  - o Impact fees associated with sanitation or storm water design
- 
- Testing and consultation services not otherwise included in scope of services compensated by Fee above
- Other costs approved by Owner.

**D. Additional Services**

Our goal in identifying a detailed scope of services above is to minimize the need for unexpected fees for our services. Should additional services nevertheless be needed because of requests for additional services, hidden conditions, changes in laws or other scope changes, we will notify you of the changes before providing these additional services. In addition, all services listed in Section 2 but not selected to be included in Scope of Services at the time this Agreement is executed, which are later required to achieve Project requirements, will be provided as additional services.



Unless otherwise arranged before the additional services are performed, the following hourly rates will apply to additional services:

Senior Project Designer, Robert Heimerl	\$135.00/ hour
Project Designer, Eric Halbur	\$130.00/ hour
Senior Project Manager, Paul Mentink	\$135.00/ hour
Senior Project Manager, Kyle Karstaedt	\$135.00/ hour
Senior Project Manager, Kurt Davis	\$135.00/ hour
Project Manager, Gavin Dorsch	\$115.00/ hour
Project Manager, Justin Marquis	\$ 85.00/ hour
Architectural Technician, Gurpreet Riedel	\$ 80.00/ hour
Architectural Technician, David Gauthier	\$ 75.00/ hour
Citizen Architect, Chad Wleczyk	\$ 60.00/ hour
Interior Design, Anne Blanke	\$110.00/ hour
LEED AP Design, Anne Blanke	\$125.00/ hour
Senior Civil Engineer, Joel Van Ess	\$135.00/ hour
Project Engineer, Mathew Weiss	\$ 95.00/ hour
Civil Technician II, Wayne Seifert	\$ 75.00/ hour

Engineering and other consultant rates provided upon request.

Additional Services will also include:

#### **Design and Construction Document Phase**

All architectural and engineering services:

- Inconsistent with approvals or instructions you have previously given, including revisions made necessary by adjustments in program, project budget, cost implications, alternative designs, alternative delivery methods, and value engineering.
- Requiring extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, LEED® or other green building certification.
- Required by the enactment or revision of codes, laws or regulations or official interpretations.
- Resulting from failure to render decisions by you, the contractor or any applicable reviewing agency.
- For preparing and providing digital data for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients, including the cost of dedicated and firewalled transmissions, project websites, cloud storage and related infrastructure necessary for accessing digital or electronic data.
- For preparation and coordination of special drawings or specifications for obtaining alternate bid pricing for changes in scope of work, value engineering, or out of sequence/phased bidding.



- For attendance at a public presentation, meeting or hearing.
- For attendance at a dispute resolution proceeding or legal proceeding, except where the Abacus is named party.
- For evaluation of the qualifications of bidders.

#### **Construction Administration Phase**

Unless Owner determines that such services are not needed and provides notice to Abacus indicating they should not be performed, Abacus will proceed with the following additional services to avoid delay in Project when necessary:

- Assist Owner in Local Land Use and Zoning Approvals
- Reviewing or responding to a Contractor's/ Owner's
  - o Submittal out of sequence from the submittal schedule agreed to by Abacus.
  - o Requests for information that are not prepared in accordance with the submittal requirements in the Contract Documents.
  - o Substitution requests that result in changes to original Construction Documents.
- Evaluating an extensive number of Claims as the Initial Decision Maker.
- Providing Construction Administration Services 30 days after the original date scheduled for Substantial Completion of the Contractor's work.
- Providing construction administration services related to unqualified contractors or subcontractors or defective work, including meetings, additional site visits by Abacus or its engineers or other consultants, and assistance regarding corrective measures.

If any other additional services not specifically listed above are needed, Abacus will consult with the Owner to explain the services and proceed with them upon Owner's approval.

It is acknowledged by both parties that Abacus' scope of services does not include any services related to asbestos, PCBs, lead or any other hazardous or toxic materials. Owner shall indemnify Abacus for any damages or losses arising out of the existence of such materials on this Project.

#### **5. CONSEQUENTIAL DAMAGES**

In no event shall Abacus or its consultants be liable in contract, tort, strict liability, warranty, equity or otherwise for any special, indirect, incidental or consequential damages, such as, but not limited to, loss of product, loss of use of the equipment or system, loss of anticipated profit or revenue, non-operation or increased expense of operation of other equipment or systems.



## **6. STANDARD OF CARE**

The services performed by Abacus shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of architecture, engineering and consulting professions in the same locale acting under similar circumstances and conditions as of the date of this Agreement.

## **7. CONTRACTOR WORK ACTIVITIES**

Abacus shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the Contractor's work. Abacus shall not be responsible for the acts or omissions of any person (except its own employees or agents) at Project site or others otherwise performing any of the work of the Project.

## **8. OWNERSHIP AND COPYRIGHT**

Abacus is the author, creator and owner of its design documents, whether in paper or electronic form, and retains all common law, statutory and other reserved rights, including copyrights. Upon payment as provided in this Agreement, a license for use of the designs solely for this Project is hereby created and granted to Owner. It may be assigned to a successor upon written agreement of Abacus, which shall not be unreasonably withheld. Reuse of the designs by Owner for future modifications of this Project shall be Owner's sole risk and Owner shall indemnify and defend Abacus for such use, unless Abacus acts as architect of record for these modifications.

## **9. PROJECT SUSPENSION/TERMINATION**

If Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination, or at the Architects option, cause for suspension of performance of services under this agreement. If the Architect elects to suspend services, the Architect shall give seven days written notice to the Owner before suspending services. Abacus shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

If Owner suspends the Project for more than 30 consecutive days, Abacus shall cease its services and be compensated for services performed prior to the notice of suspension. When the Project is resumed, Abacus shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules will be equitably adjusted.

If the Project is suspended for more than 90 days in the aggregate, Abacus may terminate this Agreement by giving not less than seven (7) days written notice and shall within 7 days be compensated for any outstanding and unpaid services performed prior to notice of such termination.

In the event that Owner terminates this Project prior to completion, you hereby agree to pay for all services provided through the date of Project termination.



## **10. CLAIM RESOLUTION**

Any dispute, claim or controversy arising out of this Agreement or involving an interpretation of it (Claims) shall be resolved through the following procedures:

- A. Good Faith Negotiations.** Both parties shall meet in person to discuss any Claims promptly and shall use best efforts to resolve them. Any resolutions reached shall be documented in writing.
  
- B. Mediation.** If good faith negotiations do not fully resolve a Claim, either party may send a notice to the other and the parties will meet within 30 days to mediate the Claim. If the parties agree on a mediator within 14 days after notice of mediation, that mediator shall serve, otherwise, American Arbitration Association shall furnish a mediator under its then-current Rules. Cost of mediation shall be borne equally by the parties. Any resolutions shall be documented in writing and signed by the parties.



## 11. ACCEPTANCE

Please sign both copies of this Agreement and return one signed copy to our office as your authorization for Abacus to begin services. The person(s) executing this Agreement on behalf of the Owner hereby confirm(s) that they have authority to bind the Owner.

Owner: \_\_\_\_\_

By (Signature): \_\_\_\_\_

Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_

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

We are excited about this opportunity and look forward to working with you. If you have any questions, please feel free to call us.

Sincerely,

Kurt Davis, Senior Vice President  
Abacus Architects, Inc.







ROOM FINISH SCHEDULE											
NO.	ROOM	FLOOR	BASE	WALLS	CEILING	CEILING	WALLS	WOOD	WOOD	WOOD	WOOD
001	LOBBY										
002	OFFICE										
003	CONFERENCE										
004	RECEPTION										
005	RESTROOM										
006	STORAGE										
007	MECHANICAL										
008	MECHANICAL										
009	MECHANICAL										
010	MECHANICAL										

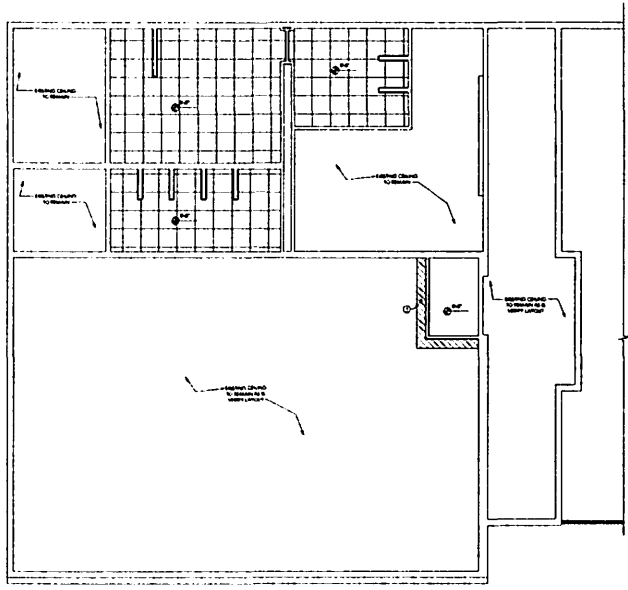
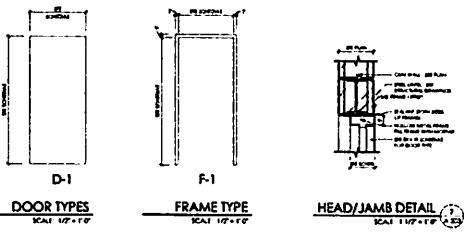
DOOR SCHEDULE											
NO.	ROOM	TYPE	GLASS	MARKING	NO.	TYPE	NO.	TYPE	NO.	TYPE	NO.
001	LOBBY	D-1	0		001	D-1	0		001	D-1	0
002	OFFICE	F-1	0		002	F-1	0		002	F-1	0
003	CONFERENCE	F-1	0		003	F-1	0		003	F-1	0
004	RECEPTION	D-1	0		004	D-1	0		004	D-1	0
005	RESTROOM	F-1	0		005	F-1	0		005	F-1	0
006	STORAGE	D-1	0		006	D-1	0		006	D-1	0
007	MECHANICAL	D-1	0		007	D-1	0		007	D-1	0
008	MECHANICAL	D-1	0		008	D-1	0		008	D-1	0
009	MECHANICAL	D-1	0		009	D-1	0		009	D-1	0
010	MECHANICAL	D-1	0		010	D-1	0		010	D-1	0

ROOM FINISH LEGEND	
SYMBOL	DESCRIPTION
ACT 1	ACoustic CEILING 1" x 1" 15' x 15'
ACT 2	ACoustic CEILING 1" x 1" 15' x 15'
ACT 3	ACoustic CEILING 1" x 1" 15' x 15'
ACT 4	ACoustic CEILING 1" x 1" 15' x 15'
ACT 5	ACoustic CEILING 1" x 1" 15' x 15'
ACT 6	ACoustic CEILING 1" x 1" 15' x 15'
ACT 7	ACoustic CEILING 1" x 1" 15' x 15'
ACT 8	ACoustic CEILING 1" x 1" 15' x 15'
ACT 9	ACoustic CEILING 1" x 1" 15' x 15'
ACT 10	ACoustic CEILING 1" x 1" 15' x 15'
ACT 11	ACoustic CEILING 1" x 1" 15' x 15'
ACT 12	ACoustic CEILING 1" x 1" 15' x 15'
ACT 13	ACoustic CEILING 1" x 1" 15' x 15'
ACT 14	ACoustic CEILING 1" x 1" 15' x 15'
ACT 15	ACoustic CEILING 1" x 1" 15' x 15'
ACT 16	ACoustic CEILING 1" x 1" 15' x 15'
ACT 17	ACoustic CEILING 1" x 1" 15' x 15'
ACT 18	ACoustic CEILING 1" x 1" 15' x 15'
ACT 19	ACoustic CEILING 1" x 1" 15' x 15'
ACT 20	ACoustic CEILING 1" x 1" 15' x 15'
ACT 21	ACoustic CEILING 1" x 1" 15' x 15'
ACT 22	ACoustic CEILING 1" x 1" 15' x 15'
ACT 23	ACoustic CEILING 1" x 1" 15' x 15'
ACT 24	ACoustic CEILING 1" x 1" 15' x 15'
ACT 25	ACoustic CEILING 1" x 1" 15' x 15'
ACT 26	ACoustic CEILING 1" x 1" 15' x 15'
ACT 27	ACoustic CEILING 1" x 1" 15' x 15'
ACT 28	ACoustic CEILING 1" x 1" 15' x 15'
ACT 29	ACoustic CEILING 1" x 1" 15' x 15'
ACT 30	ACoustic CEILING 1" x 1" 15' x 15'

REFLECTED CEILING PLAN LEGEND	
SYMBOL	DESCRIPTION
[Symbol]	1" x 1" ACoustic CEILING
[Symbol]	6" x 6" ACoustic CEILING
[Symbol]	12" x 12" ACoustic CEILING
[Symbol]	18" x 18" ACoustic CEILING
[Symbol]	24" x 24" ACoustic CEILING
[Symbol]	30" x 30" ACoustic CEILING
[Symbol]	36" x 36" ACoustic CEILING
[Symbol]	42" x 42" ACoustic CEILING
[Symbol]	48" x 48" ACoustic CEILING
[Symbol]	54" x 54" ACoustic CEILING
[Symbol]	60" x 60" ACoustic CEILING
[Symbol]	66" x 66" ACoustic CEILING
[Symbol]	72" x 72" ACoustic CEILING
[Symbol]	78" x 78" ACoustic CEILING
[Symbol]	84" x 84" ACoustic CEILING
[Symbol]	90" x 90" ACoustic CEILING
[Symbol]	96" x 96" ACoustic CEILING
[Symbol]	102" x 102" ACoustic CEILING
[Symbol]	108" x 108" ACoustic CEILING
[Symbol]	114" x 114" ACoustic CEILING
[Symbol]	120" x 120" ACoustic CEILING
[Symbol]	126" x 126" ACoustic CEILING
[Symbol]	132" x 132" ACoustic CEILING
[Symbol]	138" x 138" ACoustic CEILING
[Symbol]	144" x 144" ACoustic CEILING
[Symbol]	150" x 150" ACoustic CEILING
[Symbol]	156" x 156" ACoustic CEILING
[Symbol]	162" x 162" ACoustic CEILING
[Symbol]	168" x 168" ACoustic CEILING
[Symbol]	174" x 174" ACoustic CEILING
[Symbol]	180" x 180" ACoustic CEILING
[Symbol]	186" x 186" ACoustic CEILING
[Symbol]	192" x 192" ACoustic CEILING
[Symbol]	198" x 198" ACoustic CEILING
[Symbol]	204" x 204" ACoustic CEILING
[Symbol]	210" x 210" ACoustic CEILING
[Symbol]	216" x 216" ACoustic CEILING
[Symbol]	222" x 222" ACoustic CEILING
[Symbol]	228" x 228" ACoustic CEILING
[Symbol]	234" x 234" ACoustic CEILING
[Symbol]	240" x 240" ACoustic CEILING
[Symbol]	246" x 246" ACoustic CEILING
[Symbol]	252" x 252" ACoustic CEILING
[Symbol]	258" x 258" ACoustic CEILING
[Symbol]	264" x 264" ACoustic CEILING
[Symbol]	270" x 270" ACoustic CEILING
[Symbol]	276" x 276" ACoustic CEILING
[Symbol]	282" x 282" ACoustic CEILING
[Symbol]	288" x 288" ACoustic CEILING
[Symbol]	294" x 294" ACoustic CEILING
[Symbol]	300" x 300" ACoustic CEILING

**ABACUS ARCHITECTS**

REVISED:



PROJECT: LOCKER ROOM RENOVATION  
SHEROYCAN DPW RENOVATION  
11333 W. 104TH AVENUE, SUITE 100, DENVER, CO 80231  
TEL: 303.755.1111 FAX: 303.755.1112  
WWW.ABACUSARCHITECTS.COM

DESIGNED BY: [Name]  
CHECKED BY: [Name]

**A**  
**303**

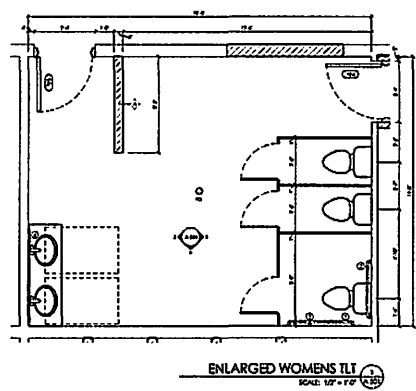
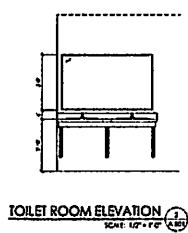
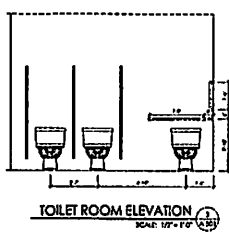
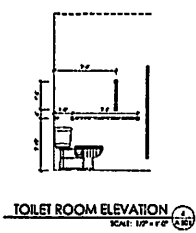
PROJ. NO. 2019-22

REVISIONS:

PROJECT NO. 2019-22  
SHEET NO. 501 OF 501  
DATE: 08/20/2019  
BY: [Signature]

**TOILET ROOM KEYNOTES**

NO.	DESCRIPTION
1	1/2" Glass top
2	1/2" Glass top
3	1/2" Glass top
4	1/2" Glass top



LOCKER ROOM RENOVATION  
**SHEROYAN DPW RENOVATION**  
3700 ALBANY HIGHWAY, AUSTIN, TEXAS 78746  
11255 HUNTERS LANE, WILLOW PARK, TEXAS 75087  
TEL: 972.420.1234 FAX: 972.420.1235

DRAWN BY: GED  
CHECKED BY: ETD  
**A**  
**501**  
PROJ. NO. 2019-22

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

---

**ITEM DESCRIPTION:** A resolution authorizing the appropriate City Officials to enter into a contract with Abacus Architects, Inc. for architectural services and engineering services for the renovation of the Municipal Service Building locker room.

---

**REPORT PREPARED BY:** Michael Willmas, Superintendent of Facilities and Traffic

---

**REPORT DATE:** June 06, 2019

**MEETING DATE:** June 11, 2019

---

**FISCAL SUMMARY:**

Budget Line Item: 40033110-621200  
Budget Summary: N/A  
Budgeted Expenditure: \$29,000.00  
Budgeted Revenue: N/A

**STATUTORY REFERENCE:**

Wisconsin Statutes: N/A  
Municipal Code: N/A

---

**BACKGROUND / ANALYSIS:** This project will include renovating approximately 700 square feet of space to be used for a new female locker room. Currently, the Municipal Service Building does not offer any facilities for female employees to change or shower. Additionally, a renovation of the men's shower room will take place along with adding a privacy wall to the interior of the men's locker room. An alternate design for renovating the men's bathroom will also be included.

**STAFF COMMENTS:** Recommend approval of the resolution.

**ACTION REQUESTED:** Motion to recommend the Common Council approve Res. No. 38-19-20 authorizing the appropriate City Officials to enter into a contract with Abacus Architects, Inc. of Sheboygan, WI for architectural services and engineering services in the amount of \$29,000.00 for the renovation of the Municipal Service Building locker room.

**ATTACHMENTS:**

- I. Res. No. 38-19-20
- II. Contract for Professional Design Services

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

---

**ITEM DESCRIPTION:** A resolution authorizing the appropriate City Officials to enter into a contract for the concrete paving of N. 15<sup>th</sup> Street from Niagara Avenue to Wisconsin Avenue.

---

**REPORT PREPARED BY:** Kevin Jump, Civil Engineer/Project Manager and Ryan Sazama, City Engineer

---

**REPORT DATE:** June 05, 2019

**MEETING DATE:** June 11, 2019

---

**FISCAL SUMMARY:**

**STATUTORY REFERENCE:**

Budget Line Item: Street Improvements  
42915100-631200

Wastewater Fund – Replacement Costs  
60134110-980099

Budget Summary: N/A

Budgeted Expenditure: \$403,300.21

\$53,542.67

Budgeted Revenue: N/A

Wisconsin Statutes: N/A

Municipal Code: N/A

---

**BACKGROUND / ANALYSIS:** The Department of Public Works developed plans and specifications to reconstruct North 15<sup>th</sup> Street from Wisconsin Avenue to Niagara Avenue. This project will consist of new concrete pavement, sidewalk, storm/sanitary sewers, watermain and street lighting. This project is being constructed in advance of the opening of the Water's Edge Condominiums which are located on this section of North 15<sup>th</sup> Street.

**STAFF COMMENTS:**

Two bids were received for this road reconstruction project they are listed below.

- Vinton Construction Company \$456,842.88
- Buteyn Peterson Construction Company \$486,496.14

**ACTION REQUESTED:** Motion to recommend the Common Council approve Res. No. 39-19-20 authorizing the appropriate City Officials to enter into a contract for the concrete paving of N. 15<sup>th</sup> Street from Niagara Avenue to Wisconsin Avenue with Vinton Construction Company for a contract amount of \$456,842.88.

**ATTACHMENTS:**

- I. Res. No. 39-19-20
- II. Agreement between Owner and Contractor
- III. N. 15<sup>th</sup> Street Bid Summary

2434-19 2019 Concrete Pavement Project (#6170450)  
 Owner: Sheboygan WI, City of  
 Solicitor: Sheboygan WI, City of  
 03/14/2019 11:00 AM CDT

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Vinton Construction Company		Buteyn-Peterson Construction Company	
						Unit Price	Extension	Unit Price2	Extension3
<b>N. 15th Street</b>									
	1	N15-1	Mobilization	LS	1	\$16,500.00	\$16,500.00	\$40,000.00	\$40,000.00
	2	N15-2	Traffic Control	LS	1	\$5,000.00	\$5,000.00	\$3,750.00	\$3,750.00
	3	N15-3	Excavation (Pay Plan Quantity)	CY	2000	\$18.50	\$37,000.00	\$18.50	\$37,000.00
	4	N15-4	Removing Pavement	SY	3400	\$4.40	\$14,960.00	\$4.40	\$14,960.00
	5	N15-5	Base Aggregate	Tons	2500	\$14.30	\$35,750.00	\$14.30	\$35,750.00
	6	N15-6	Concrete Curb and Gutter	LF	1350	\$16.50	\$22,275.00	\$16.50	\$22,275.00
	7	N15-7	Concrete Pavement, 7-inch Doweled	SY	3064	\$46.16	\$141,434.24	\$46.16	\$141,434.24
	8	N15-8	Concrete Sidewalk, 5-inch	SF	1230	\$6.00	\$7,380.00	\$6.00	\$7,380.00
	9	N15-9	Detectable Warning Fields	LF	30	\$35.00	\$1,050.00	\$35.00	\$1,050.00
	10	N15-10	Driveways	SF	760	\$6.80	\$5,168.00	\$6.80	\$5,168.00
	11	N15-11	Restoration (Topsoil, Seed, Fertilizer and Mulch)	LS	1	\$10,400.00	\$10,400.00	\$17,250.00	\$17,250.00
	12	N15-12	EC - Silt Fence	LF	400	\$3.00	\$1,200.00	\$2.00	\$800.00
	13	N15-13	EC - Inlet Protection	EA	6	\$70.00	\$420.00	\$100.00	\$600.00
	14	N15-14	Removing Storm Sewer	LS	1	\$9,500.00	\$9,500.00	\$9,500.00	\$9,500.00
	15	N15-15	Manholes	EA	3	\$2,600.00	\$7,800.00	\$2,600.00	\$7,800.00
	16	N15-16	Modification to Existing Storm Manhole	EA	2	\$600.00	\$1,200.00	\$600.00	\$1,200.00
	17	N15-17	Catchbasins	EA	3	\$2,200.00	\$6,600.00	\$2,200.00	\$6,600.00
	18	N15-18	12" Storm Sewer Pipe	LF	8	\$91.00	\$728.00	\$91.00	\$728.00
	19	N15-19	15" Storm Sewer Pipe	LF	91	\$91.00	\$8,281.00	\$91.00	\$8,281.00
	20	N15-20	18" Storm Sewer Pipe	LF	333	\$93.00	\$30,969.00	\$93.00	\$30,969.00
	21	N15-21	Rip Rap at Outfall	CY	12	\$100.00	\$1,200.00	\$100.00	\$1,200.00
	22	N15-22	Adjusting Manholes	EA	4	\$450.00	\$1,800.00	\$550.00	\$2,200.00
	23	N15-23	Removing Sanitary Sewer	LS	1	\$5,700.00	\$5,700.00	\$5,700.00	\$5,700.00
	24	N15-24	8" PVC Sanitary Sewer	LF	347.5	\$76.00	\$26,410.00	\$76.00	\$26,410.00
	25	N15-25	48" Sanitary Manhole	EA	2	\$2,700.00	\$5,400.00	\$2,700.00	\$5,400.00
	26	N15-26	6" Sanitary Lateral	LF	40	\$118.00	\$4,720.00	\$118.00	\$4,720.00
	27	N15-27	Sanitary Wye	EA	1	\$900.00	\$900.00	\$900.00	\$900.00
	28	N15-28	Lighting Control Cabinet and Electrical Meter	EA	1	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00
	29	N15-29	Street Lights (Base, Pole, Luminaire and Wire in Pole)	EA	6	\$3,820.00	\$22,920.00	\$3,820.00	\$22,920.00
	30	N15-30	Wire - 6 AWG	LF	3339	\$1.10	\$3,672.90	\$1.10	\$3,672.90
	31	N15-31	Conduit - 2-Inch	LF	1113	\$6.00	\$6,678.00	\$6.00	\$6,678.00
	32	N15-32	Pull Box	EA	1	\$700.00	\$700.00	\$700.00	\$700.00
	33	N15-33	Construction Staking	LS	1	\$3,126.74	\$3,126.74	\$3,500.00	\$3,500.00
	34	N15-34	Clearing and Grubbing	LS	1	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
<b>N. 15th Total</b>						<b>\$456,842.88</b>	<b>\$486,496.14</b>		

III

5.5

Res. No. 39 - 19 - 20. By Alderpersons Wolf and Sorenson. June 3, 2019.

A RESOLUTION authorizing the appropriate City officials to enter into a contract for concrete paving of N. 15th Street from Niagara Avenue to Wisconsin Avenue.

WHEREAS, pursuant to Resolution No. 165-18-19, the Engineering Division of the Department of Public Works has advertised for bids for the concrete paving of North 15th Street from Niagara Avenue to Wisconsin Avenue; and

WHEREAS, this bid was assigned City Bid No. 2434-19; and

WHEREAS, two bids were received from:

Vinton Construction Company, Inc.	\$456,842.88
Buteyn Peterson Construction Company	\$486,496.14; and

WHEREAS, the City Engineer has reviewed the bids and determined that the low bid, from Vinton Construction Company, Inc., met all of the specifications.

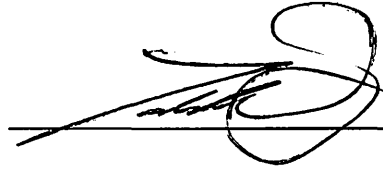
NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached contract with Vinton Construction Company, Inc. for the concrete paving of N. 15th Street from Niagara Avenue to Wisconsin Avenue in the amount of \$456,842.88.

Public Works

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from the following accounts in payment of the contract with Vinton Construction Company, Inc.:

Acct. No. 42933140-631200 (TID 19 - Streets - Street Improvements) \$403,300.21

Acct. No. 60134110-980099 (Wastewater - Sanitary Maintenance Replacement Costs) \$ 53,542.67



---

---

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

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

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



**4.03 Liquidated Damages**

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. **Substantial Completion:** Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
  2. **Completion of Remaining Work:** After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.
  3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
  4. **Milestones:** Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

**4.04 Special Damages**

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

**ARTICLE 5 – CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit.

**ARTICLE 6 – PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment on or about the 1<sup>st</sup> day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
  - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
  - b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer’s estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

**ARTICLE 7 – INTEREST**

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

**ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS**

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### **9.01 *Contents***

- A. The Contract Documents consist of the following:
1. This Agreement (pages 00 52 00-1 to -7, inclusive).
  2. Performance bond (pages 00 61 13-1 to 00 61 13 - \_\_\_\_, inclusive).
  3. Payment bond (pages 00 61 14-1 to 00 61 14- \_\_\_\_, inclusive).
  4. General Conditions (EJCDC C-700, 2013 Edition) Supplementary Conditions, Specifications, and Drawings, not attached but incorporated by reference, as listed in the attached table of contents of the Project Manual and Drawings.
  5. Addenda (not attached but incorporated by reference) (numbers 1 to -4, inclusive).
  6. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor’s Bid (pages 1, inclusive).
  7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed,
    - b. Work Change Directives,
    - c. Change Orders,
    - d. Field Order,
    - e. Task Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 *Terms***

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### **10.02 *Assignment of Contract***

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

**10.03 Successors and Assigns**

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

**10.04 Severability**

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**10.05 Contractor's Certifications**

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**10.06 Other Provisions**

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

*(Continued on next page)*

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

City of Sheboygan

\_\_\_\_\_

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

Name,  
Title: Darrell Hofland , City Administrator

Name,  
Title: \_\_\_\_\_  
(printed)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

Address for giving notices:

Address for giving notices:

City of Sheboygan - Engineering  
2026 New Jersey Avenue  
Sheboygan, WI 53081

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

License No.: \_\_\_\_\_  
*(where applicable)*

Signed by:

Approved as to form and Execution:

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

Name,  
Title: Michael Vandersteen, Mayor

Name,  
Title: Charles C. Adams, City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Countersigned by:

By: \_\_\_\_\_  
(signature)

Name,  
Title: Meredith DeBruin, City Clerk

Date: \_\_\_\_\_

2434-19 2019 Concrete Pavement Project (#6170450)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

03/14/2019 11:00 AM CDT

							Vinton Construction Company	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension	
<b>N. 15th Street</b>								
	1	N15-1	Mobilization	LS	1	\$16,500.00	\$16,500.00	
	2	N15-2	Traffic Control	LS	1	\$5,000.00	\$5,000.00	
	3	N15-3	Excavation (Pay Plan Quantity)	CY	2000	\$18.50	\$37,000.00	
	4	N15-4	Removing Pavement	SY	3400	\$4.40	\$14,960.00	
	5	N15-5	Base Aggregate	Tons	2500	\$14.30	\$35,750.00	
	6	N15-6	Concrete Curb and Gutter	LF	1350	\$16.50	\$22,275.00	
	7	N15-7	Concrete Pavement, 7-inch Doweled	SY	3064	\$46.16	\$141,434.24	
	8	N15-8	Concrete Sidewalk, 5-inch	SF	1230	\$6.00	\$7,380.00	
	9	N15-9	Detectable Warning Fields	LF	30	\$35.00	\$1,050.00	
	10	N15-10	Driveways	SF	760	\$6.80	\$5,168.00	
	11	N15-11	Restoration (Topsoil, Seed, Fertilizer and Mulch)	LS	1	\$10,400.00	\$10,400.00	
	12	N15-12	EC - Silt Fence	LF	400	\$3.00	\$1,200.00	
	13	N15-13	EC - Inlet Protection	EA	6	\$70.00	\$420.00	
	14	N15-14	Removing Storm Sewer	LS	1	\$9,500.00	\$9,500.00	
	15	N15-15	Manholes	EA	3	\$2,600.00	\$7,800.00	
	16	N15-16	Modification to Existing Storm Manhole	EA	2	\$600.00	\$1,200.00	
	17	N15-17	Catchbasins	EA	3	\$2,200.00	\$6,600.00	
	18	N15-18	12" Storm Sewer Pipe	LF	8	\$91.00	\$728.00	
	19	N15-19	15" Storm Sewer Pipe	LF	91	\$91.00	\$8,281.00	
	20	N15-20	18" Storm Sewer Pipe	LF	333	\$93.00	\$30,969.00	
	21	N15-21	Rip Rap at Outfall	CY	12	\$100.00	\$1,200.00	
	22	N15-22	Adjusting Manholes	EA	4	\$450.00	\$1,800.00	
	23	N15-23	Removing Sanitary Sewer	LS	1	\$5,700.00	\$5,700.00	
	24	N15-24	8" PVC Sanitary Sewer	LF	347.5	\$76.00	\$26,410.00	
	25	N15-25	48" Sanitary Manhole	EA	2	\$2,700.00	\$5,400.00	
	26	N15-26	6" Sanitary Lateral	LF	40	\$118.00	\$4,720.00	
	27	N15-27	Sanitary Wye	EA	1	\$900.00	\$900.00	
	28	N15-28	Lighting Control Cabinet and Electrical Meter	EA	1	\$7,500.00	\$7,500.00	
	29	N15-29	Street Lights (Base, Pole, Luminaire and Wire in Pole)	EA	6	\$3,820.00	\$22,920.00	
	30	N15-30	Wire - 6 AWG	LF	3339	\$1.10	\$3,672.90	
	31	N15-31	Conduit - 2-Inch	LF	1113	\$6.00	\$6,678.00	
	32	N15-32	Pull Box	EA	1	\$700.00	\$700.00	
	33	N15-33	Construction Staking	LS	1	\$3,126.74	\$3,126.74	
	34	N15-34	Clearing and Grubbing	LS	1	\$2,500.00	\$2,500.00	
<b>N. 15th Total</b>							<b>\$456,842.88</b>	

2019 Concrete Paving Projects

SECTION	TITLE	PAGES
<b>00 00 00</b>	<b>PROCUREMENT AND CONTRACTING REQUIREMENTS</b>	
00 01 01	Cover	00 01 01-1
00 01 10	Table of Contents	00 01 10-1 to 00 01 10-2
00 11 13	Advertisements for Bids	00 11 13-1 to 00 11 13-2
00 21 13	Instructions for Bidders	00 21 13-1 to 00 21 13-10
00 41 43	Bid Form	00 41 43-1 to 00 41 43-5
00 41 44	Unit Price Worksheet	00 41 44-1
00 41 44.1	Quest Unit Price Worksheet	1 Page
00 42 13	Bid Bond	00 42 13-1 to 00 42 13-2
00 45 13	Bidder's Proof of Responsibility	00 45 13-1 to 00 45-13-5
00 45 19	Non-Collusion Affidavit of Bidder	00 45 19-1
00 45 20	Non-Collusion Affidavit of Subcontractor	00 45 20-1
00 45 50	List of Subcontractors	00 45 50-1
00 52 00	Agreement	00 52 00-1 to 00 52 00-7
00 55 00	Notice to Proceed	00 55 00-1
00 61 13	Performance Bond	00 61 13-1 to 00 61 13-3
00 61 14	Payment Bond	00 61 14-1 to 00 61 14-3
00 62 11	Submittal Cover	00 62 11-1
00 62 76	Application for Payment	00 62 76-1 to 00 62 76-2
00 63 13	Request for Information	00 63 13-1
00 63 49	Work Change Directive	00 63 49-1
00 63 63	Change Order Form	00 63 63-1 to 00 63 63-2
00 65 16	Certificate of Substantial Completion	00 65 16-1
00 65 18	Certificate of Compliance	00 65 13-1
00 65 19	Consent of Surety to Final Payment	00 65 19-1
00 72 00	General Conditions	00 72 00 -1 to 00 72 00-72
00 73 00	Supplementary Conditions	00 73 00-1 to 00 73 00-13
<b>01 00 00</b>	<b>GENERAL REQUIREMENTS</b>	
01 11 00	Summary of Work	01 11 00-1 to 01 11 00-2
01 14 00	Work Restrictions	01 14 00-1 to 01 14 00-6
01 22 00	Unit Prices	01 22 00-1
01 23 00	Alternates	01 23 00-1
01 55 26	Traffic Control	01 55 26-1 to 01 55 26-2
01 57 19	Temporary Environmental Controls	01 57 19-1 to 01 57 19-2
01 71 23	Construction Staking	01 71 23-1 to 01 71 23-2
<b>26 00 00</b>	<b>ELECTRICAL</b>	
26 56 00	Street Lighting	26 56 00-1 to 26 56 00-5

SECTION	TITLE	PAGES
<b>31 00 00</b>	<b>EARTHWORK</b>	
31 25 00	Erosion Control and Site Maintenance	31 25 00-1 to 31 25 00-3
<b>32 00 00</b>	<b>EXTERIOR IMPROVEMENT</b>	
32 10 00	Grading, Pavement, Curb and Cutter, and Sidewalk	32 10 00-1 to 32 10 00-5
<b>33 00 00</b>	<b>UTILITIES</b>	
33 00 00	Storm and Sanitary Utilities	33 00 00-1 to 33 00 00-3

