

*****ATTACHMENTS*****

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the appropriate City Officials to accept the quote from Ovivo USA, LLC for the purchase of the components required to maintain the east influent screens at the Wastewater Treatment Plant and to make other expenditures relating to the maintenance of the east influent screens.

REPORT PREPARED BY: Steve Jossart, Superintendent of Wastewater

REPORT DATE: December 1, 2021

MEETING DATE: December 28, 2021

FISCAL SUMMARY:

Budget Line Item: 60138300-631100
Budget Summary: Wastewater -
Improvements
other than Buildings
Budget Expenditure: \$80,000.00
Budgeted Revenue: N/A

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS: The influent fine screens are designed to remove large particles and debris from the incoming wastewater to protect the downstream equipment and processes. The screens are a series of screen panels connected together by chains on each edge, which are driven by two large sprockets at the top of the screen structure. As the screen panels rotate into the wastewater channel, the incoming wastewater flows through the submerged screen panels which remove the larger particles and debris. As the screen panels rotate out of the channel, they are showered to remove the material collected, before rotating back into the wastewater channel. The chain on the east screen is worn to the point where it requires replacement after being in continuous service for 15 years.

STAFF COMMENTS: Besides the worn chains, the screen is in good condition and will provide a number of additional years of service. The project scope includes replacement of both chains and associated seals and components on the east screen.

Cost Breakdown:

Component/Service	Supplier/Contractor	Cost
Purchase chain set with all associated seals and hardware	Ovivo (OEM)	\$ 60,177.64
Install chains and seals	WWTP Staff	\$ 9,000.00

Misc. Hardware/Electrical Supplies	TBD	\$ 1,000.00
Contingency (10%)		\$ 7,000.00
TOTAL		\$ 77,177.64

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 114-21-22 authorizing the appropriate City Officials to accept the quote from Ovivo USA, LLC for the purchase of the components required to maintain the east influent screens at the Wastewater Treatment Plant and to make other expenditures relating to the maintenance of the east influent screens.

ATTACHMENTS:

- I. Res. No. 114-21-22
- II. Ovivo USA, LLC quote for East Screen Chain.
- III. Photographs









Part No. 150
Rev. 1.0
Date: 10/10/00
11





III

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Res. No. 114 - 21 - 22. By Alderpersons Dekker and Perrella.
December 20, 2021.

A RESOLUTION authorizing the appropriate City officials to accept the quote from Ovivo USA, LLC for the purchase of the components required to maintain the east influent screens at the Wastewater Treatment Plant and to make other expenditures relating to the maintenance of the east influent screens.

WHEREAS, the influent screens are an important component of the Wastewater Treatment Plant; and

WHEREAS, the influent screens are connected by chains on each edge; and

WHEREAS, these chains have a limited lifespan, and their replacement is contemplated as a part of the maintenance of the influent screen system; and

WHEREAS, the chains which connect the east influent screens have reached the end of their life, and must be replaced (the "Chain Replacement"); and

WHEREAS, because the Chain Replacement does not constitute public construction as that term is used in the Wisconsin Statutes, neither state law nor the City's Procurement Policy require bidding for the materials necessary for the Chain Replacement; and

WHEREAS, it is in the best interest of the City to obtain a new chain and related components from Ovivo USA, LLC ("Ovivo"), who is the original equipment manufacturer of the influent screen system; and

WHEREAS, a purchase order from Ovivo for the necessary components for the Chain Replacement is attached to this Resolution; and

WHEREAS, City Staff are able to install the new chain to complete the Chain Replacement.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City Officials are authorized to accept the quote from Ovivo to purchase the items identified in the quote for the Chain Replacement for \$60,177.64.

PW

BE IT FURTHER RESOLVED: That subject to the appropriation and availability of funds the appropriate City officials are authorized to draw funds, not to exceed \$68,177.64, from Account No. 60138300-631100 to pay for the items from Ovivo for the Chain Replacement and any other miscellaneous hardware or electrical supplies necessary to complete the Chain Replacement.

Dean Dubke

Grant Pulte

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



Ovivo USA, LLC
 4246 Riverboat Road, Suite 300
 Salt Lake City, UT 84123
 Phone: (801) 931-3000 Fax: (801)931-3080

Customer Quote

ATTENTION: Paul Schuette

PHONE NO: (224)629-4060

SOLD TO CUSTOMER NUMBER 6509 DRYDON EQUIPMENT, INC. EM: accounting@drydon.com 2445 WESTFIELD DRIVE, SUITE 100 ELGIN IL 60124-7840 USA	SHIP TO Sheboygan Regional Wastewater Treatment Facility 3333 Lakeshore Drive Sheboygan WI 53081 USA
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QUOTE # QSSW105443	DATE 11/18/2021	TERMS Net 30 days	CUSTOMER RFQ	SALESPERSON .DRYDON	CURRENCY USD
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L#	Items	Quantity	U/M	Lead Time	Unit Price	Total Value
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Ovivo can also provide you with installation labor services.
 Please contact us for additional turn-key pricing.

1. Shipment: Approximately 10-11 WEEKS after receipt of purchase order and any required data. Lead times can vary depending on time of order placement and current inventory levels.
2. Quantities: The prices are based on the quantities shown and are subject to increase if a lesser quantity is required.
3. FCA: shipping point
4. Freight: ALLOWED, standard ground shipping only.
5. Packing: Made ready for standard transport.
6. Items quoted per customer provided part numbers.
7. This quote is valid for 30 Days. However, stainless steel parts pricing is valid for 10 days.
8. \$100.00 Minimum Order
9. All sales are final.

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1	PART # 696510C ASSY,CHAIN OUTER LINK** Drawing: 696510 REV C	26	EA		756.42	19,666.92
2	PART # 696510A ASSY, CHAIN INNER LINK** Drawing: 696510 REV C	26	EA		1,051.29	27,333.54
3	PART # F10468 CAPSCREW,HX HD,316SS, 3/8-16x2-1/2 Drawing: N/A REV _ +	58	EA		1.54	89.32
4	PART # F10466 CAPSCREW,HX HD,316SS, 3/8-16x2 Drawing: N/A REV _ +	58	EA		1.16	67.28
5	PART # F12750 NUT,HX,NYLOCK,316SS, 3/8-16 (620) Drawing: N/A	116	EA		0.39	45.24
6	PART # F11207 WASHER PLN TYPE A-N 3/8 316SS Drawing: N/A	232	EA		0.21	48.72
7	PART # 581584 WIPER BLADE NEOPRENE 60 DUR	2	EA		50.98	101.96

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Drawing: 581584 REV A +

8	PART # 584569 MAINCHAIN SEALING PLATE, BLK UHMW Drawing: 584569 REV A	52	EA		43.13	2,242.76
9	PART # 550445 CHAIN SPACER UHMW Drawing: 550445 REV B	26	EA		30.77	800.02
10	PART # 553653 BASKET PANEL SEAL NEOPRENE Drawing: 553653 REV A	26	EA		21.00	546.00
11	PART # 548550 MAIN CHAIN SEAL A NEOPRENE ^ Drawing: 548550 REV A	2	EA		828.11	1,656.22
12	PART # 548547 MAIN CHAIN SEAL B NEOPRENE Drawing: 548547 REV A	4	EA		882.59	3,530.36
13	PART # 553652 SCREEN,PROPAPANEL,REMOVE,POLYURETHANE	5	EA		401.93	2,009.65

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Drawing: 553652 REV B

14	PART # 553651 PANEL,SCREEN,PROPAPANEL,POLYURETHANE	5	EA		407.93	2,039.65
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Please submit purchase order to:

Your point of contact is:

Ben Dansie

Aftermarket Parts and Rebuild Specialist
 Inlet Works
 Email: benjamin.dansie@ovivowater.com
 Cell: 385-290-9841
 Fax: 801-931-3080

Drawing: 553651 REV A

DATE: 11/18/2021



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QSSW105443	11/18/2021	Net 30 days		.DRYDON	USD

Sale Amount:	60,177.64
Total Amount:	60,177.64 USD

- A) The Ovivo USA, LLC Terms and Conditions of Sale are attached and made essential parts of the Ovivo USA, LLC proposal or purchase order confirmation. These terms and conditions replace and supersede any terms and conditions or warranty included in Buyer's or Owner's purchase order, requests for quotation or specifications and cannot be changed without written approval from an authorized representative of Ovivo USA, LLC.
- B) GST and all other taxes are extra, if applicable.
- C) Pricing valid for acceptance 30 days from date of the proposal document, and will be subject to change thereafter.
- D) Shipping shall be (FCA) Free Carrier at point of manufacture unless otherwise stated above. Insurance is the responsibility of Buyer.
- E) Payment terms are stated above.
- F) Duty, freight and brokerage costs are for Buyer's account unless stated otherwise herein.
- G) Minimum billing of \$100 per order.
- H) Notwithstanding any liabilities or responsibilities it has assumed hereunder, Ovivo USA, LLC shall in no event be responsible to Buyer or any third party in contract or in tort, or otherwise, for loss or damage sustained as a result of the operation of the equipment, loss of use, expenses involved in loss of capital claims or Buyer's or Owner's loss of profit or revenues, or any other indirect, incidental, special or consequential loss or damage, whether arising from defects, delay, or any other cause whatsoever.
- I) Current Ovivo USA, LLC paint specifications shall apply unless otherwise specified.
- J) Any and all stock or "off the shelf" parts returned to Ovivo USA, LLC are subject to a re-stocking fee equal to 25% of their respective invoice price. All other parts, including but not limited to customized and special manufactured parts, shall, at the sole discretion of Ovivo USA, LLC be (i) subject to a restocking fee of 45% of their respective invoice price or (ii) non-refundable.

PLEASE ADDRESS AND SUBMIT YOUR PURCHASE ORDER TO THE ADDRESS INDICATED ABOVE.



Worldwide Experts in Water Treatment

Terms & Conditions of Sale

1. ACCEPTANCE. The proposal of **Ovivo USA, LLC** ("SELLER"), as well as these terms and conditions of sale (collectively the "Agreement"), constitutes SELLER's contractual offer of goods and associated services, and PURCHASER's acceptance of this offer is expressly limited to the terms of the Agreement. The scope and terms and conditions of this Agreement represent the entire offer by SELLER and supersede all other solicitations, discussions, agreements, understandings and representations between the parties. Any scope or terms and conditions included in PURCHASER's acceptance/purchase order that are in addition to or different from this Agreement are hereby rejected.

2. DELIVERY. Any statements relating to the date of shipment of the Products (as defined below) represent SELLER's best estimate, but is not guaranteed, and SELLER shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in SELLER's proposal. If such delivery is prevented or postponed by reason of Force Majeure (as defined below), SELLER shall be entitled at its option to tender delivery to PURCHASER at the point or points of manufacture, and in default of PURCHASER's acceptance of delivery to cause the Products to be stored at such a point or points of manufacture at PURCHASER's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this agreement. If shipment is postponed at request of PURCHASER, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from SELLER that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by SELLER with respect to the Products shall be for the account of PURCHASER and shall be paid by PURCHASER when invoiced. Delivery by SELLER of the Products shall constitute acceptance of the Products by PURCHASER, unless written notice of defect or nonconformity is received by SELLER within thirty (30) days of SELLER's delivery of the Products.

3. TITLE AND RISK OF LOSS. SELLER shall retain the fullest right, title, and interest in the Products to the extent permitted by applicable law including a security interest in the Products, until the full purchase price has been paid to SELLER. The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed as payment so as to pass SELLER's interests until said drafts, notes and/or trade acceptances are paid in full. Risk of loss shall pass to PURCHASER at the delivery point.

4. PAYMENT TERMS. SELLER reserves the right to ship the Products and be paid for such on a pro rata basis, as shipped. If payments are not made by the due date, interest at a rate of two percent (2%) per month, calculated daily, shall apply from the due date for payment. PURCHASER is liable to pay SELLER's legal fees and all other expenses in respect of enforcing or attempting to enforce any of SELLER's rights relating to a breach or threatened breach of the payment terms by PURCHASER. In the event of nonpayment SELLER reserves the further right to seek compensation from any third party in possession of the Products.

5. TAXES. Unless otherwise specifically provided in SELLER's quotation/proposal, PURCHASER shall pay and/or reimburse SELLER, in addition to the price, for all sales, use and other taxes, excises and charges which SELLER may pay or be required to pay to any government directly or indirectly in connection with the production, sale, transportation, and/or use by SELLER or PURCHASER, of any of the Products or services dealt with herein (whether the same may be regarded as personal or real property). PURCHASER agrees to pay all property and other taxes which may be levied, assessed or charged against or upon any of the Products on or after the date of actual shipment, or placing into storage for PURCHASER's account.

6. MECHANICAL WARRANTY. Solely for the benefit of PURCHASER, SELLER warrants that new equipment and parts manufactured by it and provided to PURCHASER (collectively "Products") shall be free from defects in material and workmanship. The warranty period shall be twelve (12) months from startup of the equipment not to exceed eighteen (18) months from the earliest of the notice of readiness to ship or the actual shipment. If any of SELLER's Products fail to comply with the foregoing warranty, SELLER shall repair or replace fee of charge to PURCHASER, EX WORKS SELLER'S FACTORIES or other location that SELLER designates, any Product or parts thereof returned to SELLER, which examination shall show to have failed under normal use and service operation by PURCHASER within the Warranty Period provided that if it would be impracticable for the Product or part thereof to be returned to SELLER, SELLER will send a representative to PURCHASER's job site to inspect the Product. If it is determined after inspection that SELLER is liable under this warranty to repair or replace the Product or part thereof, SELLER shall bear the transportation costs of (a) returning the Product to SELLER for inspection or sending its representative to the job site and (b) returning the repaired or replaced Products to PURCHASER; however, if it is determined after inspection that SELLER is not liable under this warranty, PURCHASER shall pay these costs. For SELLER to be liable with respect to this warranty, PURCHASER must make its claims to SELLER with respect to this warranty in writing no later than thirty (30) days after the date PURCHASER discovers the basis for its warranty claim and in no event more than thirty (30) days after the expiration of the Warranty Period. In addition to any other limitation or disclaimer with respect to this warranty, SELLER shall have no liability with respect to any of the following: (i) failure of the Products, or damages to them, due to PURCHASER's negligence or willful misconduct, abuse or improper storage, installation, application or maintenance (as specified in any manuals or written instructions that SELLER provides to the PURCHASER); (ii) any products that have been altered or repaired in any way without SELLER's prior written authorization; (iii) The costs of dismantling and reinstallation of the Products; (iv) any Products damaged while in transit or otherwise by accident; (v) decomposition of Products by chemical action, erosion or corrosion or wear to Products or due to conditions of temperature, moisture and dirt; or (vi) claims with respect to parts that are consumable and normally replaced during maintenance such as filter media, filter drainage bells and the like, except where such parts are not performing to SELLER's estimate of normal service life, in which case, SELLER shall only be liable for the pro rata cost of replacement of those parts based on SELLER's estimate of what the remaining service life of those parts should have been, provided that failure of those parts did not result from any of the matters listed in clauses (i) through (v) above. With regard to third-party parts, equipment, accessories or components not of SELLER's design, SELLER's liability shall be limited solely to the assignment of available third-party warranties. **THE PARTIES AGREE THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.** All warranties and obligations of SELLER shall terminate if PURCHASER fails to perform its obligations under this Agreement including but not limited to any failure to pay any charges due to SELLER. SELLER's quoted price for the Products is based upon this warranty. Any increase in warranty obligation may be subject to an increase in price.

8. SURFACE COATING. Any Product coating provided by SELLER shall be in accordance with SELLER's standard practice, unless otherwise agreed in writing.

9. DRAWINGS AND TECHNICAL DOCUMENTATION. When PURCHASER requests to approve drawings before commencement of manufacture, shipment may be delayed if approved drawings are not returned to SELLER within fourteen (14) days of receipt by PURCHASER of such drawings for approval. SELLER will furnish only general arrangement, general assembly, and if required, wiring diagrams, erection drawings, installation and operation/maintenance manuals for SELLER's equipment (in English language). SELLER will supply six (6) complete sets of drawings and operating instructions. Additional sets will be paid for by PURCHASER. Electronic files, if requested from SELLER, will be provided in pdf, jpg or tif format only.

10. SET OFF. This Agreement shall be completely independent of all other contracts between the parties and all payments due to SELLER hereunder shall be paid when due and shall not be setoff or applied against any money due or claimed to be due from SELLER to PURCHASER on account of any other transaction or claim.

11. SOFTWARE. PURCHASER shall have a nonexclusive and nontransferable license to use any information processing program supplied by SELLER with the Products. PURCHASER acknowledges that such programs and the information contained therein is Confidential Information and agrees: a) not to copy or duplicate the program except for archival or security purposes; b) not to use the program on any computer other than the computer with which it is supplied; and c) to limit access to the program to those of its employees who are necessary to permit authorized use of the program. PURCHASER agrees to execute and be bound by the terms of any software license applicable to the Products supplied.

12. PATENT INDEMNITY. SELLER will defend at its own expense any suit instituted against PURCHASER based upon claims that SELLER's Product hereunder in and of itself constitutes an infringement of any valid

apparatus claims of any United States patent issued and existing as of the date of this Agreement, if notified promptly in writing and given all information, assistance, and sole authority to defend and settle the same, and SELLER shall indemnify the PURCHASER against such claims of infringement. Furthermore, in case the use of the Products is enjoined in such suit or in case SELLER otherwise deems it advisable, SELLER shall, at its own expense and discretion, (a) procure for the PURCHASER the right to continue using the Products, (b) replace the same with non-infringing Products, (c) modify the Product so it becomes non-infringing, or (d) remove the Products and refund the purchase price less freight charges and depreciation. SELLER shall not be liable for, and PURCHASER shall indemnify SELLER for, any claim of infringement related to (a) the use of the Products for any purpose other than that for which it was furnished by SELLER, (b) compliance with equipment designs not furnished by SELLER or (c) use of the Products in combination with any other equipment. The foregoing states the sole liability of SELLER for patent infringement with respect to the Products.

13. GENERAL INDEMNITY. Subject to the limitations of liabilities of the parties set forth in this Agreement, each party shall protect and indemnify the other party, its parent and their respective officers, directors, employees and agents, from and against all claims, demands and causes of action asserted by or in favor of, any entity to the extent of the indemnifying party's negligence or willful misconduct in connection with the performance of this agreement.

14. DEFAULT, TERMINATION. In the event that PURCHASER becomes insolvent, commits an act of bankruptcy or defaults in the performance of any term or condition of this Agreement, the entire unpaid portion of the purchase price shall, without notice or demand, become immediately due and payable. SELLER at its option, without notice or demand, shall be entitled to sue for said balance and for reasonable legal fees, plus out-of-pocket expenses and interest, and/or to enter any place where the Products are located and to take immediate possession of and remove the Products, with or without legal process, and/or retain all payments made as compensation for the use of the Products; and/or resell the Products, without notice or demand, for and on behalf of the PURCHASER, and to apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaking possession, repairs necessary to put the Products in saleable condition, storage charges, taxes, liens, collection and legal fees and all other expenses incurred therewith) to the balance then due to SELLER for the Products and to receive from the PURCHASER the deficiency between such net proceeds of sale and such balance. PURCHASER hereby waives all trespass, damage and claims resulting from any such entry, repossession, removal, retention, repair, alteration and sale. The remedies provided in this paragraph are in addition to and not limitations of any other rights of SELLER.

15. CANCELLATION. PURCHASER may terminate this Agreement for convenience upon giving SELLER thirty (30) days prior written notice of such fact and paying SELLER for all costs and expenses (including overhead) incurred by it in performing its work and closing out the same plus a reasonable profit thereon. All such costs and expenses shall be paid to SELLER within ten (10) days of the termination of the Agreement, or be subject to an additional late payment penalty of five percent (5%) of the total amount of costs and expenses owed.

16. REMEDIES. The rights and remedies of the PURCHASER in connection with the goods and services provided by SELLER hereunder are exclusive and limited to the rights and remedies expressly stated in this Agreement.

17. INSPECTION. PURCHASER is entitled to make reasonable inspection of Products at SELLER's facility. SELLER reserves the right to determine the reasonableness of the request and to select an appropriate time for such inspection. All costs of inspections not expressly included as an itemized part of the quoted price of the Products in this Agreement shall be paid by PURCHASER.

18. WAIVER. Any failure by SELLER to enforce PURCHASER's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

19. COMPLIANCE WITH LAWS. If applicable laws, ordinances, regulations or conditions require anything different from, or in addition to that called for by this Agreement, SELLER will satisfy such requirements at PURCHASER's written request and expense.

20. FORCE MAJEURE. If SELLER is rendered unable, wholly or in material part, directly or indirectly, by reason of Force Majeure, to carry out any of its obligations hereunder, then on SELLER's notice in writing to PURCHASER within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include, but not be limited to, acts of God, epidemics and pandemics, acts of or delays caused by governmental authorities, changes in laws and regulations, strikes, civil disobedience or unrest, lightning, fire, flood, washout, storm, communication lines failure, delays of the PURCHASER or PURCHASER's subcontractors, breakage or accident to equipment or machinery, wars, police actions, terrorism, embargoes, and any other causes that are not reasonably within the control of the SELLER. If the delay is the result of PURCHASER's action or inaction then in addition to an adjustment in time, SELLER shall be entitled to reimbursement of costs incurred to maintain its schedule. For the avoidance of doubt, if the cause relied upon has commenced prior to the Parties entered into a contracting relationship, it shall not render the cause void and/or not capable of being included within the definitions of Force Majeure, as listed within this Article 20.

21. INDEPENDENT CONTRACTOR. It is expressly understood that SELLER is an independent contractor, and that neither SELLER nor its principals, partners, parents, subsidiaries, affiliates, employees or subcontractors are servants, agents, partners, joint ventures or employees of PURCHASER in any way whatsoever.

22. SEVERABILITY. Should any portion of this Agreement be held to be invalid or unenforceable under applicable law then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions expressed herein.

23. CHOICE OF LAW, CHOICE OF VENUE. This Agreement shall be governed and construed in accordance with the laws of the State of Utah, without regard to its rules regarding conflicts or choice of law. The parties submit to the exclusive jurisdiction and venue of the state and federal courts located in Salt Lake City, Utah.

24. ASSIGNMENT. PURCHASER shall not assign or transfer this Agreement without the prior written consent of SELLER. Any attempt to make such an assignment or transfer shall be null and void. SELLER shall have the authority to assign, or otherwise transfer, its rights and obligations in connection with this Agreement, in whole or in part, upon prior written notice to PURCHASER.

25. LIMITATION ON LIABILITY. To the extent permissible by law, SELLER shall HAVE NO FURTHER LIABILITY IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE AMOUNT PAID BY PURCHASER FOR THE PRODUCTS GIVING RISE TO SUCH LIABILITY. Notwithstanding any liabilities or responsibilities assumed by SELLER hereunder, SELLER shall in no event be responsible to PURCHASER or any third party, whether arising under contract, tort (including negligence), strict liability, or otherwise, for loss of anticipated profits, loss by reason of plant shutdown, non-operation or increased expense of operation, loss of data, service interruptions, cost of purchased or replacement power, cost of money, loss of use of capital or revenue or any other indirect, incidental, special, punitive, exemplary, or consequential loss of damage, whether arising from defects, delay, or from any other cause whatsoever.

26. PRIVACY AND DATA PROTECTION. Seller has put in place rigorous safeguards and procedures regarding privacy and data protection, notably the Ovivo Privacy Policy (ovivowater.com/privacy-policy), and requires that Purchaser adhere to its data protection principles to the extent applicable to Purchaser.

27. DATA COLLECTION. PURCHASER consents to the collection of the Products operational data and to the use of such data for the purpose of improving the Products and other purposes stated herein. PURCHASER further agrees that such data collection does not constitute a performance monitoring service or duty by SELLER.

28. INSURANCE. SELLER shall maintain that its current levels of insurance for the duration of the Project, as set forth in its standard certificate of insurance, available upon request.

29. BONDS. If PURCHASER deems it necessary, and within ten (10) days of PURCHASER's request, SELLER shall provide one or more Bonds in favor of PURCHASER, at PURCHASER's expense, by an institution, and in a form approved in advance by SELLER.

30. PERMITS. PURCHASER shall be solely responsible to obtain and maintain in force all necessary permits with respect to any products to be provided by SELLER hereunder and any intended use by PURCHASER.

REVISED - March 2020

DATE: 11/18/2021

Cost Breakdown:

Component/Service	Supplier/Contractor	Estimated Cost
Purchase Rebuilt C54 and C40 Clarifier Drives	RSG	\$ 62,768.00
Installation of both Drives	RSG	\$ 60,136.00
Purchase and Install Scum box and Skimmer for Primary Clarifier #3	RSG	\$ 8,626.00
Clean Clarifier	WWTP Staff	\$ 1,000.00
Electrical and Instrument Removal and Installation/Pump Controls	WWTP Staff	\$ 5,000.00
Primary Clarifier Joint Repair and Touch Up Painting	Crane Engineering	\$ 14,900.00
Final Clarifier Joint Repair and Touch up Painting	Crane Engineering	\$ 17,500.00
Jet/Televise Sludge Line Primary Clarifier #3	H2O Underpressure	\$ 3,500.00
Scum Line Installation	WWTP Staff	\$ 1,500.00
Welding Final #1 Stilling Well	AAA	\$ 2,500.00
Purchase Retrieval Bases	WWTP Staff	\$ 1,500.00
Primary #3 Scum Pump Rehab	WWTP Staff	\$ 1,500.00
Baffle Repair Hardware & Metal	WWTP Staff	\$ 3,500.00
Contingency (10%)		\$ 20,000.00
TOTAL		\$ 203,930.00

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the appropriate City officials to enter into a contract with Rebuild-it Services Group to replace two clarifier drive units at the Wastewater Treatment Facility, and to make related expenditures.

REPORT PREPARED BY: Steve Jossart, Superintendent of Wastewater

REPORT DATE: November 20, 2021

MEETING DATE: December 28, 2021

FISCAL SUMMARY:

Budget Line Item: 60138300-631100
Budget Summary: Wastewater –
Improvements
other than buildings
Budget Expenditure: \$327,960.00
Budgeted Revenue: N/A

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS: The rake arm drives for Primary Clarifier #3 and Final Clarifier #1 require rebuilds after being in service for approximately 40 years. These drives were exposed to sand blasting grit when the units were painted a number of years ago and are vibrating, likely due to significant wear of the main bearing that supports the clarifier rake arm assembly.

STAFF COMMENTS: Primary Clarifier #3 and Final Clarifier #1 are important to the operation of the wastewater plant. If either of the drives were to fail, the clarifiers would have to be taken out of service until a new drive can be ordered and built. In addition to replacing the drives, we will restore the scum removal on Primary Clarifier #3, which has been out of service for a number of years to improve overall plant scum removal.

The project scope includes the purchase and installation of a C-54 rake arm drive for Primary Clarifier #3 and a C-40 rake arm drive for Final Clarifier #1, with identical OEM rebuilt units. The rake arm assemblies will be inspected and repaired as needed and all areas where the paint is compromised will be ground and recoated. Along with touch up painting, the concrete control joints for both clarifiers will be replaced. Additional work for Clarifier #3 will include cleaning the clarifier sludge line and purchasing and installing a new scum box and skimmer. Final Clarifier #1 may need welding repairs to the stilling well, first seen with Final Clarifier #2 project in 2021, additional budgeting was provided.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 116-21-22 authorizing the appropriate City officials to enter into a contract with Rebuild-it Services Group to replace two clarifier drive units at the Wastewater Treatment Facility, and to make related expenditures.

ATTACHMENTS:

- I. Res. No. 116-21-22
- II. Rebuild-It Services Group Agreement
- III. Quote for replacement drives and installation
- IV. Cost Breakdown
- V. Quote for joint repair and touch up painting Primary Clarifier
- VI. Quote for joint repair and touch up painting Final Clarifier
- VII. Quote for Aldag-Honald jetting/televising sludge line

Rebuild-it Services Group
4188 W Nike Drive
West Jordan, Utah 84088
www.rebuild-it.com



RSG
Clarifier Experts



PROPOSAL DATE: November 17, 2021

PROPOSAL NUMBER: Q123599-A

PREPARED FOR:

Sheboygan, WI WWTP
3333 Lakeshore Drive
Sheboygan, WI 53081
Attention: Steve Jossart
E-Mail: steve.jossart@sheboygan.com

SCOPE OF WORK:

Rebuild services for C40 and C54 Drive units with installation. Serial No. 22486-01&02.

PREPARED BY:

Rebuild-it Services Group, LLC.
4188 West Nike Drive
West Jordan, Utah 84088
Terry A. Reyburn
Main: (888) 709-5676
Direct: (385) 235-6924
Mobile: (801) 828-5369
E-Mail: treyburn@rebuild-it.com
Website: rebuild-it.com

REPRESENTED BY:

Energenecs
Larry Henderson
700 East Milan Drive
Saukville, WI 53080
PH: 414-940-9282
E-Mail: larry.henderson@energenecs.com



PROJECT SUMMARY:

Rebuild-it Services Group, LLC. (RSG) is pleased to offer the following proposal for the rebuilding of an existing EIMCO Primary clarifier C54 drive unit and the supply of C40 Rebuilt drive unit for a 105' dia. Secondary clarifier located at the Sheboygan, WI WWTP, Serial No. 22486-01 & 02. We have also included our professional turn-key labor services to install both drives at the same time.

REBUILD SCOPE OF WORK BASED ON INSPECTION REPORT:

We include the following:

Rebuilding of the 54" EIMCO and 40" drive unit.

- Disassemble and inspect the drive unit
- Steam clean and evaluate all parts
- Provide an inspection report indicating the condition of the parts and provide a final recommendation for the drive rebuild.
- Blast and clean and all major reused parts for the drive unit; which includes the main gear, base or housing(s), pinion, worm gear, end cap and covers.
- Replace all wear items; such as bearings, seals, gaskets, keys, retaining rings, gauges, site glasses, piping and fasteners.
- Replace motor drive assembly consisting of a ¾ hp gearmotor, chain, Stainless steel chain guard and sprockets.
- Repair worm and shaft and pinion seal areas for new oil seals.
- Replace the torque control
- Machine and polish all re-useable parts as needed.
- Re-assemble, paint, inspect and test the drive unit.
- Painting: Inside and out. (2) coats Tnemec epoxy N69F paint @ 3-5 mils each coat. SSPC-6 blast and metal prep is applied.
- Freight to and from the job site.
- Warranty on parts and workmanship.
- Note: both drive units will come complete to match the existing torque and speed of the original drives.

Items that are not included:

- Loading and offloading of the drive
- Major components that are typically re-used as part of the rebuild scope. Pinions, gears, housings, shafts and covers will be re-used as part of a standard rebuild. If these items are damaged and cannot be re-used, then the price of these individual components will be added to the order.
- Lubricants (oil to be provided by the customer)

Note: This pricing is based on a typical (standard) rebuild and does not include the replacement of major components, i.e. gears, precision bearing, pinion, housings and covers. If any other these items are deemed to be replaced, there will be an additional charge for these item(s).

Lead-time is estimated at 3-4 weeks.



EIMCO C40 Drive Rebuild by Rebuild-it

SURFACE PREPARATION AND PAINT:

Drive unit: Surface preparation of SSPC-SP6 following by two (2) coats of Tnemec 161 to a 4-6 mils DFT with a final coat of a UV protected industrial grade polyurethane coating to a 6 mils minimum DFT. Color: Pencil Gray.

Submerged and Non-submerged steel: Surface preparation of SSPC-SP10 followed by Two (2) coats of Tnemec N69 hi-build epoxy to 4-6 mils DFT.

SKIMMING PARTS FOR PRIMARY CLARIFIER- 22486-01:

- RSG Premium 4' Skimming Device P/N L42700-3 All stainless steel and aluminum materials.
- New 4' scum box with support- mild steel with (2) coats of paint.
- New piping to connect to scum pipe. Reducer to connect to existing pipe that has been cut off. Customer to attach when complete.
- Related fasteners
- Freight



LABOR SERVICES INSTALLING BOTH DRIVES AT THE SAME TIME:

Note: We would install (2) drives at the same time during the same mobilization.

The scope of work for this project is as follows:

- Hole watch during the install process
- Site mobilization and travel time to the job site.
- Removal of bridge and drive unit on both tanks one right after the other.
- Re-Installation of drive units.
- Install scum box and skimming device.
- Crane, mats, rigging equipment as needed.
- Rake and drive leveling.
- Touch up paint only
- Provide assistance during start-up & testing
- Provide all required confined space entry equipment, hoisting & rigging
- A foreman/safety QC manager will be on site throughout the project.
- Work to be performed in one (1) mobilization.
- Demobilization of personnel and equipment.
- Hole watch included

This proposal excludes the following items:

- Electrical disconnect and reconnect
- Permits, fees, and/or stamped engineering documents
- Provision of Full-Time Safety & QA/QC manager. A foreman will be onsite throughout duration of construction activities and provide field coordination.
- Overtime premiums or weekend work
- Temp facilities including porta-johns, hand wash, temp power, water, and disposal bins to be provided by others.
- Installation of electrical and/or instrumentation to be by others.
- Concrete demolition and/or repair.
- Covered tank or dome; removal of dome or access panels by others.
- Grouting of the tank or concrete work.
- Assumes reasonable access to basins.
- No coating on site- touch up paint only
- Prevailing wage
- Hazardous material abatement, handling and/or disposal.
- Any work not specifically included.
- Draining and cleaning of the tank
- Disposing of old debris/parts.
- Lubrication for drive unit.



PRICING SUMMARY:

Pricing to rebuild C40 drive unit as described above.....\$25,958.00

Pricing to rebuild C54 drive unit as described above.....\$28,862.00

Worm Gear \$4,792.00

Worm Shaft \$3,156.00

Pricing for skimming mechanism/scum box as described above.....\$8,626.00

LABOR PRICING:

Pricing for labor to swap out two drives during the same mobilization.....\$60,136.00

Note: Hole watch included.

Total \$131,530.00

SCHEDULE:

Delivery of rebuilt drive units and steel components: 6-8 weeks

Labor services: 3-4 days

Check-out services: 1 day

Please be sure to reference this quotation number and date on your purchase order.

Remit order to:

Rebuild-it Services Group, LLC.

P.O. Box 1493

West Jordan, Utah 84084

Attention: Candace King, cking@rebuild-it.com



PRICING AND PAYMENT TERMS:

We appreciate the opportunity to offer our parts & services. Upon receipt of an order, we assure you of our continued interest and service. RSG will provide the best service possible to ensure we exceed your expectations. The actual lead-times are based on the schedule and inventory at the time of ordering as lead times are subject to change according to the current job schedule.

This proposal, including all terms and conditions contained herein, shall become part of any resulting contract or purchase order. Changes to any terms and conditions, including but not limited to submittal and shipment days, payment terms, and escalation clause shall be negotiated at order placement, otherwise the proposal terms and conditions contained herein shall apply.

Terms: If not outline otherwise in the proposal, terms for the parts and/or equipment are 100% due after shipment or service is completed. Net 30 days from shipment or after service is completed. If the project exceeds \$50,000.00 for materials, then the payment terms are 50% up front for engineering and raw materials and 50% due shipment, still net 30 days. The prices are good for **60** days.

Sales Tax: No sales taxes, use taxes, or duties have been included in our pricing. We are required to collect sales tax for the following states: Utah, California, and Washington. If you are not tax exempt, please remit taxes directly to the governing authorities.

Freight: Prices quoted are F.O.B. shipping point with freight prepaid and shipped to a readily accessible location nearest to the jobsite, unless otherwise indicated, unless otherwise noted. All claims for damage or loss in shipment shall be initiated by purchaser.

Shipment: Shipping times noted within this proposal are estimated and will be finalized once an order has been received and accepted.

Field Service: Prices do not include field service unless noted in the rebuild scope of work description. Additional field service is available at \$1,200.00 per day plus expenses.

Carbon and Stainless-Steel Escalation: Any material price increase from the proposal date to material procurement that is greater increase from the stated price of more than 5% are herein subject to price escalation. The escalation shall be based on the increase of cost, without additional profit. Any revisions or changes requested by the customer will be priced on a case-by-case basis. The steel pricing and escalations are based on the material index located at www.steelbb.com.

WARRANTY & TERMS AND CONDITIONS:

Parts and/or Equipment manufactured or rebuilt and sold by Rebuild-it Services Group, once paid for in full, is backed by the following warranty:



Proposal No. Q123599-A

For the benefit of the original user, RSG warrants all new parts and equipment sold or rebuilt by RSG, LLC. to be free from defects in material and workmanship, and will replace or repair, F.O.B. its

factories or other location designated by it, any part or parts returned to which RSG's examination shall show to have failed under normal use and service by the original user within three (3) years following initial start-up, or three (3) years and six (6) months from shipment to the purchaser, whichever occurs first, unless otherwise mentioned.

Such repair or replacement shall be free of charge for all items except for those items such as resin, filter media and the like that are consumable and normally replaced during maintenance, with respect to which, repair or replacement shall be subject to a pro-rata charge based upon RSG's estimate of the percentage of normal service life realized from the part. RSG's obligation under this warranty is conditioned upon its receiving prompt notice of claimed defects, which shall in no event be later than thirty (30) days following expiration of the warranty period, and is limited to repair or replacement as aforesaid.

This warranty is expressly made by RSG and accepted by purchaser in lieu of all other warranties, including warranties of merchantability and fitness for particular purpose, whether written, oral, express, implied, or statutory. RSG shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete inoperability of its equipment for any reason whatsoever.

This warranty shall not apply to equipment or parts thereof which have been altered or repaired outside of a RSG factory, or damaged by improper installation, application, or maintenance, or subjected to misuse, abuse, neglect, accident, or incomplete adherence to all manufacturer's requirements, including, but not limited to, Operations & Maintenance Manual guidelines & procedures. When buying a drive or drive rebuild, if the drive control has not been hooked up or disabled, the warranty on the drive is not valid. If the recommended or equivalent oil is not used or correct quantity is not applied, it will void the warranty. It is the customer's responsibility to grease and lubricate the drives, if this is not done on a regular basis it will void the warranty.

This warranty applies only to equipment made or sold by Rebuild-it Services Group, LLC (RSG). RSG makes no warranty with respect to parts, accessories, or components purchased by the customer from others. The warranties which apply to such items are those offered by their respective manufacturers.

CONFIDENTIALITY:

All the information in this quotation is confidential and has been prepared for your use solely in considering services described. Transmission of all or any parts of this information to others or use by you for other purposes is unauthorized without our written consent.

TERMS AND CONDITIONS:

Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on Rebuild-it Services Group (RSG). The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:



Proposal No. Q123599-A

1. SPECIFICATIONS: RSG is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings if applicable. The equipment will, however, meet the general intention of the mechanical specifications of these documents.

2. ITEMS INCLUDED: This proposal includes only the equipment specified herein and does not include erection, installation, accessories, nor associated materials such as controls, piping, etc., unless specifically listed.

3. PRICE AND DELIVERY: All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. RSG or its supplier's shipping points. All claims for damage, delay or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying RSG of any damage or shortage within forty-eight hours of receipt, and failure to so notify RSG shall constitute acceptance by Purchaser, relieving RSG of any liability for shipping damages or shortages.

4. PAYMENTS: All invoices are net 30 days. Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when RSG is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.

5. INSTALLATION SUPERVISION: Prices quoted for equipment do not include installation supervision, unless otherwise noted. RSG recommends and will, upon request, make available, RSG's then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation.

Responsibility for proper operation of equipment, if not installed by RSG or installed in accordance with RSG or original manufacture instructions and inspected and accepted in writing by RSG or manufacture representing RSG.

RSG will supply the safety devices described in this proposal or shown in RSG's or manufacture represented drawings furnished as part of this order but excepting these, RSG shall not be required to supply or install any safety devices whether required by law or otherwise. The Purchaser hereby agrees to indemnify and hold harmless RSG from any claims or losses arising due to alleged or actual insufficiency or inadequacy of the safety devices offered or supplied hereunder, whether specified by RSG or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.

6. ACCEPTANCE OF PRODUCTS: Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by RSG within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by RSG unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.

7. TAXES: Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be for Purchaser's account.

8. INSURANCE: From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for RSG benefit, adequate insurance including, but not limited to, builders risk insurance on the equipment against any loss of any nature whatsoever.

9. SHIPMENTS: Any shipment of delivery dates recited represent RSG's best estimate but no liability, direct or indirect, is assumed by RSG for failure to ship or deliver on such dates.

RSG shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, RSG may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment.



Proposal No. Q123599-A

If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from RSG that the equipment is ready for shipment; and thereafter any storage or other charge RSG incurs on account of the equipment shall be for the Purchaser's account.

If delivery is specified at a point other than RSG or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond RSG reasonable control and occurring at a location other than RSG or its supplier's shipping points, RSG assumes no liability in delivery delay. If Purchaser refuses such delivery, RSG may store the equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

10. SURFACE PREPARATION AND PAINTING: If furnished, shop primer paint is intended to serve only as minimal protective finish. RSG will not be responsible for the condition of primed or finish painted surfaces after equipment leaves its shops. Purchasers are invited to inspect paint in shops for proper preparation and application prior to shipment. RSG assumes no responsibility for field surface preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism installation.

11. RETURN OF PRODUCTS: No products may be returned to RSG without RSG's prior written permission. Said permission may be withheld by RSG at its sole discretion.

12. BACK CHARGES: RSG will not approve or accept back charges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of RSG furnished materials unless such back charge has been authorized in advance in writing by a RSG employee and a purchase order, or work requisition signed by RSG.

13. INDEMNIFICATION: Purchaser agrees to indemnify RSG from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.

14. ENTIRE AGREEMENT: This proposal expresses the entire agreement between the parties hereto superseding any prior understandings and is not subject to modification except by a writing signed by an authorized officer of each party.

15. EXTENDED STORAGE: Extended storage instructions will be part of information provided to shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.

16. LIABILITY: Professional liability insurance, including but not limited to, errors and omissions insurance, is not included. In any event, liability for errors and omissions shall be limited to the lesser of 25,000USD or the value of the particular piece of equipment (not the value of the entire order) supplied by RSG against which a claim is sought.

17. ARBITRATION NEGOTIATION: Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

ACCEPTED BY PURCHASER

Customer Name: _____	Customer Address: _____
_____	Contact Name: _____
Contact Phone: _____	Contact Email: _____
Signature: _____	Printed Name: _____
Title: _____	Date: _____

From: [Eric Finnila](#)
To: [Hoffmann, Tyler](#)
Subject: Sheboygan Wastewater - 2022 Final Clarifier Touch up Coating
Date: Monday, November 22, 2021 2:10:11 PM
Attachments: [image001.png](#)

Tyler,

Labor, Equipment & Materials to:

- Mobilize to site
- Preform Confined Space entry
- Steel Clarifier Components
 - Waterblast steel
 - Identify compromised coating
 - Surface preparation
 - Prime coat
 - Finish coat
- Concrete Expansion Joints
 - Power wash
 - Grind and key
 - Prime Surface
 - Flexible Urethane with Fabric mesh
 - Topcoat of Flexible Urethane
- Clean-up and Demobilize

BUDGET Price \$17,500

Please let us know if you have any questions or need any additional information.

Thanks,

Eric Finnila, P.E.

Water & Wastewater Team Field Sales Manager

Crane Engineering

707 Ford Street

Kimberly, WI 54136

www.craneengineering.net

Cell: 920-850-3100

Office: 920-733-4425

Orbinox



From: Hoffmann, Tyler <Tyler.Hoffmann@sheboyganwi.gov>
Sent: Monday, November 15, 2021 1:56 PM
To: Eric Finnila <e.finnila@craneengineering.net>
Subject: City of Sheboygan Wastewater Clarifier Drive quotes for 2022

Hello Eric,

The City of Sheboygan wastewater plant is putting together the scope of work for the 2022 replacements of the clarifier drives. I am looking to get quotes for the clarifier concrete joint repair work on two clarifiers (one final, one primary) and another quote for the cleaning/touch up painting of the clarifiers. It should be the same work that was performed on the clarifiers in 2021 so you could base it off the work for primary #4 and final #2 for scope of the project.

If you have any questions, comments, or concerns, feel free to send me an email or call me on my cell phone at 920-627-9989.

I will follow up in the coming days, if needed, as we would like to have the project submitted to council for approval before the end of the year.

Thanks for you time and have a great day,

Tyler Hoffmann
City of Sheboygan Wastewater

NOTICE: This e-mail may contain confidential information and is intended only for the individual named. If you are not the intended recipient, you should not disseminate, distribute or copy this e-mail; please notify the sender immediately and delete this e-mail from your system. Also, please be aware that email correspondence to and from "The City of Sheboygan" may be subject to open record requests.

November 30, 2021

Sheboygan WWTP
3333 Lakeshore Drive
Sheboygan, WI 53081

Attn: Tyler Hoffmann
RE: Clarifier Jetting

Dear Mr. Hoffmann:

We offer the following proposal to jet and camera the line near Clarifier #3. Our proposal is based off our site walkthrough and the following notes. Our proposal includes all labor, materials, tools, equipment, soft costs, and subcontractors to complete the Scope of Work as outlined below.

Our base cost allowance is not to exceed: **\$2,605.00**

Our plumbing allowance includes:

- Stage the camera and jetter.
- Work with the WWTP team to gain access to the clarifier. The clarifier will be drained, washed down, and locked out before entering.
- Attempt to clean the 6" line. We have included 20 hours of jetting and camera time. During the initial hours of jetting the line we can determine as a team if the jetter is being effective in breaking up the build-up on the piping. If the jetter is not accomplishing this efficiently enough for the team Aldag Honold will only charge for the hours onsite.
- Work with the WWTP team with their vac system to remove the sludge from jetting.
- Camera the line and provide the footage back to the WWTP for review.
- If the jetting takes longer than the 20 hours allotted in the allowance, there will be a per hour charge of \$115.00 per hour. This will be discussed with the WWTP team before proceeding.

Our proposal does not include:

- Pipe removal
- Pumping
- Overtime or shift premiums
- Dumpsters
- Concrete cutting, coring, or patching
- Demolition
- Contaminants disposal
- Replacement of damaged piping

November 30, 2021

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

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

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

Projects may be progress billed.

Volatile nature of supplies introduces an unpredictable element to our cost structure. Therefore, until this matter is resolved, all new orders are subject to review before acceptance.

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

Respectfully submitted,

Tyler R Abel



Tyler Abel
Aldag/Honold Mechanical, Inc.
Plumbing/Piping Project Manager
Tyler_a@aldaghonold.com

RE: Clarifier Jetting

III

Res. No. 116 - 21 - 22. By Alderpersons Dekker and Perrella.
December 20, 2021.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Rebuild-it Services Group to replace two clarifier drive units at the Wastewater Treatment Facility, and to make related expenditures.

WHEREAS, Primary Clarifier #3 and Final Clarifier #1 are important components of the Wastewater Treatment Facility and, due to age and other factors, the drive units in these clarifiers are near end of life; and

WHEREAS, the replacement of these drive units is planned as part of the Capital Improvements Plan; and

WHEREAS, Staff proposes to replace the current drive units with rebuilt OEM drives (the "Project"); and

WHEREAS, because this Project does not constitute public construction as that term is used in the Wisconsin Statutes, neither state law nor the City's Procurement Policy require bidding for this Project; and

WHEREAS, based on Staff's experience, expertise, and recommendation, contracting with Rebuild-it Services Group for the Project is in the best interest of the City; and

WHEREAS, in order to complete the Project, it is necessary to drain the clarifier basins, which provides an opportunity to do other maintenance items on Primary Clarifier #3 and Final Clarifier #1 (the "Related Work"); and

WHEREAS, while the clarifier basins are drained, Staff anticipates issuing a purchase order to Crane Engineering - pursuant to its authority under the City's Procurement Policy - in the amount of approximately \$33,000 for maintenance work related to the walls and floors of the clarifier basins; and

WHEREAS, while the clarifier basins are drained, City Staff also anticipates performing preventative maintenance, which may necessitate some amount of expenditure for materials and contracted services; and

WHEREAS, the estimated total cost of the Related Work, including the work done by Crane Engineering, and contingency for the Project is \$64,900.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached contract with Rebuild-it Services Group for the Project in the amount of \$131,530.00.

PO

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds, not to exceed \$196,430.00 (which includes the contract amount with Rebuild-it Services Group, the estimated cost of the Related Work, and a contingency for the Project), from Account No. 60138300-631100.

Dean Dehke

Grant Puelle

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

**AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND
REBUILD-IT SERVICES GROUP, LLC**

**TO REBUILD AND INSTALL TWO DRIVE UNITS AT THE WASTEWATER
TREATMENT PLANT**

This Agreement ("Agreement") is made and entered into effective this 8th day of December, 2021 (the "Effective Date"), by and between the City of Sheboygan (the "City"), a municipal corporation, and Rebuild-it Services Group, LLC ("Contractor").

WITNESSETH:

WHEREAS, the City has determined that the drive unit of Primary Clarifier #3 at the Wastewater Treatment Plant is in need of replacement; and

WHEREAS, the City has determined that the drive unit of Final Clarifier #1 at the Wastewater Treatment Plant is in need of replacement; and

WHEREAS, Contractor is willing and able to provide the City with the necessary parts and services in order to replace the drive units of Primary Clarifier #3 and Final Clarifier #1 pursuant to the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article I. Scope of Services

Contractor shall provide all services, materials, labor, and tools necessary to: (1) replace the current C54 Drive Unit on Primary Clarifier #3 with a refurbished C54 drive unit, and (2) replace the current C40 Drive Unit on Final Clarifier #1 with a refurbished C40 drive unit (collectively the "Project"). The Project shall be done pursuant to Contractor's Proposal No. Q123599-A. The Scope of Work for Proposal No. Q123599-A (pages 1-4) is attached to this Agreement as Exhibit A.

The Pricing and Payment Terms, Warranty & Terms and Conditions, and Terms and Conditions from Proposal No. Q123599-A are explicitly not incorporated into this Agreement. The operative Pricing, Payment, Warranty, and other Terms and Conditions are found in this Agreement.

Contractor shall be responsible for obtaining any and all applicable City permits and licenses and paying any and all applicable permit fees prior to beginning work.

Contractor shall promptly make payment to each and every person or entity entitled to payment for work or labor performed or materials furnished in the performance of this Agreement.

Article 2. Standard of Care

Contractor shall be responsible for completion of the Project in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The City shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the City shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor, Contractor will, without additional compensation, correct or replace any and all aspects of the Project not meeting the Standard of Care.

Contractor shall be responsible to repair any damage incurred during the Project.

Article 3. Warranty

Contractor warrants all new parts and equipment sold or rebuilt by Contractor to be free from defects in material and workmanship, and will replace or repair, F.O.B. its factories or other location designated by Contractor, any part or parts returned to it which Contractor's examination shall show to have failed under normal use and service by the City within the earlier of: (1) two years following Final Acceptance of the Project and (2) two years and six months following the shipment of the parts and equipment to the City.

Warranty repair or replacement shall be free of charge for all items, except for those items—such as resin, filter media, and the like—that are consumable and normally replaced during maintenance, with respect to which, repair or replacement shall be subject to a pro-rata charge based on Contractor's estimate of the percentage of normal service life realized from the part. Contractor's obligation under this warranty is conditioned upon its receiving prompt notice of claimed defects, which shall in no event be later than thirty (30) days following expiration of the warranty period, and is limited to repair or replacement as aforesaid.

This warranty is expressly made by Contractor and accepted by the City in lieu of all other warranties, including warranties of merchantability and fitness for particular purpose, whether written, oral, express, implied, or statutory. Contractor shall not be liable for normal wear and tear, corrosion, or any contingent, incidental, or consequential damage or expense due to partial or complete interoperability of its equipment for any reason whatsoever.

This warranty shall not apply to equipment or parts which are altered or repaired outside of Contractor's factory, or damaged by improper maintenance, or subjected to misuse, abuse, neglect, accident, or incomplete adherence to all manufacturer's requirements, including, but not limited to, Operations & Maintenance Manual guidelines & procedures.

For the avoidance of doubt, Contractor makes no warranty with respect to parts, accessories, or components purchased by the customer from others.

Article 4. Responsibilities of the City

The City designates Steve Jossart as its designated project manager for purposes of this Agreement.

The City's project manager shall be responsible for final acceptance of the Project. The Project will be deemed accepted unless written notice of non-acceptance is received by Contractor within seven (7) days of Contractor representing that the Project is complete.

Article 5. Compensation

The City shall pay Contractor for all fees and expenses related to the Project in an amount not to exceed \$131,530.00, not to exceed the categories set forth below:

C54 Rebuilt Drive Unit, as described in Exhibit A	\$28,862.00
Worm Gear	\$ 4,792.00
Worm Shaft	\$ 3,156.00
C40 Rebuilt Drive Unit, as described in Exhibit A	\$25,958.00
Labor for Installation of Drive Units and Skimming Mechanism / Scum Box	\$60,136.00

Upon completion of the Project, Contractor shall submit an invoice to the City.

Unless additional services are added to the Project, pursuant to the process set forth in this Article, in no event shall the invoiced amount exceed the not to exceed amount.

The invoice shall be sent to:

Bernie Rammer
City of Sheboygan
828 Center Ave.
Sheboygan, Wisconsin 53081

Payment will be remitted to Contractor within sixty (60) days of receipt of invoice.

Additional services not set forth in Article 1, or changes in the Project must be authorized in writing by the City or its designated project manager prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

The City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Defective work.
- Evidence indicating the probable filing of claims by other parties against Contractor which may adversely affect the City.
- Failure of Contractor to make payments due to subcontractors, material suppliers, or employees.
- Damage to the City or a third party.

The submission of any request for payment shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

Article 6. Appropriation of Funds

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.

Article 7. Schedule

The Project shall proceed according to the schedule agreed to by the City's Project Manager and the Contractor.

Unless the City's Project Manager and the Contractor agree in writing to the contrary, the Project, and all invoices related to the Project, shall be complete by July 1, 2022. Completion of the Project shall mean all necessary steps have been performed and are satisfactory to the City. Therefore, any "punch list" items shall also be complete by July 1, 2022.

The Parties agree that no charges or claims for damages shall be made by Contractor for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the Parties, it being understood however, that permitting Contractor to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended shall, in no way operate as a waiver on the part of the City of any of its rights herein.

Article 8. Quality of Materials

The City expressly recognizes that the rebuilt drive unit consists of new and used components. Used components have been refurbished to like new condition.

Article 9. Safety Requirements

Contractor shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state, or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

Article 10. Open Records

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those

records shall be maintained for a period of seven (7) years after receipt of final payment under the Agreement.

Article 11. Termination

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Project on a schedule acceptable to the City and the City shall pay Contractor for all the Project performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of the Project.

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, seven (7) days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative the City may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Contractor) shall be less than the sum which would have been payable under the Agreement if it had been completed by Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Contractor will be liable and shall pay to the City the amount of said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its surety for failure to complete the work in the time specified.

Article 12. Default

If Contractor breaches this Agreement or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment and materials to insure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by City.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, Contractor breaches this Agreement or fails to carry on the work in an acceptable manner.

The City shall send Contractor a written notice of default. If Contractor, within a period of seven (7) days after such notice, fails to remedy the default, then the City shall have full power and

authority, without violation of the Agreement, to take the prosecution of the work out of the hands of Contractor, as set forth in this Agreement.

Article 13. Identity of Contractor

Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Project is the qualifications and experience of Contractor. Contractor thus agrees that the Project to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Project without the prior written permission of the City. The City's project manager shall have the ability to provide this written permission. The City reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 14. Independent Contractor Status

During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.

Article 15. Indemnification

To the extent permitted by law, Contractor shall indemnify, defend, and hold the City—including its Officials, Agents, and Employees—free and harmless from all liability, including, but not limited to, losses, damages, costs, attorney's fees, expenses, causes of action, claims, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

Contractor shall reimburse the City for any costs, expenses, judgments, and attorney's fees paid or incurred, by or on behalf of the City, its Officials, Agents, or Employees, or paid for on behalf of the City, its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

Contractor shall further indemnify, defend, and hold the City, its Officials, Agents, and Employees harmless from liability or claims for any injuries to or death of Contractor's employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the contractor or subcontractor for any payments under any worker's compensation law or any expenses of or any payments made by any worker's compensation insurance carrier on behalf of said contractor or sub-contractor.

Article 16. Insurance

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Contractor shall not allow any approved subcontractor to commence work on its subcontract until the subcontractor has obtained all insurance required under this Article.

During the performance of the Project pursuant to this Agreement, Contractor shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the Purchasing Agent listing the City of Sheboygan as an additional insured:

a. Workers' Compensation Insurance — Contractor shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements. In the event this Agreement authorizes any work to be sublet, Contractor shall require any subcontractor to similarly provide Workers' Compensation Insurance in accordance with all statutory requirements.

b. Commercial General Liability Insurance — Contractor shall acquire and maintain, for the duration of the Agreement, Commercial General Liability Insurance with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

All insurance must be primary and non-contributory to any insurance or self-insurance carried by the City.

Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Project or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City the required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

Article 17. Conflict of Interest

Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of the Project pursuant to this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 18. Waiver

No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 19. Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 20. Assignment

Neither the City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party.

Article 21. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

Article 22. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

Article 23. Non-Discrimination

In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability (as defined in Wis. Stat. 51.01(5)), sexual orientation (as defined in Wis. Stat. 111.32(13m)), or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to take affirmative action to ensure equal employment opportunities.

Article 24. Compliance with Laws

In performing the Project pursuant to this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations which in any manner affect the work or its conduct.

The City reserves the right to cancel this Agreement if Contractor fails to follow the requirements of Wis. Stat. 77.66 and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Agreement with any state or federally debarred contractor.

Contractor shall have any and all licenses and permits required to perform the work specified, and shall furnish proof of such licensing authorization and permits upon request.

Article 25. Notices

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City:

Contractor:

City Clerk	Terry A. Reyburn
City of Sheboygan	Rebuild-it Services Group, LLC
828 Center Ave.	6810 South 300 West, Suite 8 4188 W NIKE DRIVE
Sheboygan, Wisconsin 53083	Midvale, Utah 84047 West Jordan, UT 84088

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Contractor.

Article 26. Intent to be Bound

The City and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 27. Force Majeure

Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

Article 28. Integration and Modification

This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 29. Non-Collusion

Contractor is certifying, under penalty of perjury, that to the best of its knowledge and belief:

- a. The prices in its proposal, as incorporated into this Agreement, were arrived at independently, without collusion, consultation, communication, or agreement, for the

purpose of restricting competition as to any other matter relating to such prices with any other bidder, or with any other competitor.

- b. The prices quoted in its proposal were not knowingly disclosed—directly or indirectly—by Contractor to any other competitor prior to submission of the proposal.
- c. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a proposal for the purpose of restricting competition.

Article 30. Other Provisions

- a. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- b. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City.
- c. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.
- d. Neither Party the Drafter. Despite the possibility that one party or its representatives may have prepared the initial draft of this Agreement (or any provision thereof), or played a greater role in the preparation of subsequent drafts, the parties agree that neither of them shall be deemed the drafter of this Agreement.
- e. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.

f. Solvency. Contractor warrants that it is financially solvent, and agrees to provide any documents reasonably requested by the City in order to confirm that Contractor is financially solvent.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF SHEBOYGAN, WISCONSIN

CONTRACTOR

BY: _____
Ryan Sorenson, Mayor

BY: _____


ATTEST: _____
Meredith DeBruin, City Clerk

ATTEST: _____


DATE: _____

DATE: _____
12/8/2021

Authorized by Resolution No. ____-21-22.

From: [Eric Finnila](#)
To: [Hoffmann, Tyler](#)
Subject: Sheboygan Wastewater - 2022 Primary Clarifier Touch up Coatings
Date: Monday, November 22, 2021 2:10:22 PM
Attachments: [image001.png](#)

Tyler,

Labor, Equipment & Materials to:

- Mobilize to site
- Preform Confined Space entry
- Steel Clarifier Components
 - Waterblast steel
 - Identify compromised coating
 - Surface preparation
 - Prime coat
 - Finish coat
- Concrete expansion Joints
 - Power wash
 - Grind and key
 - Prime Surface
 - Flexible Urethane with Fabric mesh
 - Topcoat of Flexible Urethane
- Clean-up and demobilize

BUDGET Price \$14,900

Please let us know if you have any questions or need any additional information.

Thanks,

Eric Finnila, P.E.

Water & Wastewater Team Field Sales Manager

Crane Engineering

707 Ford Street

Kimberly, WI 54136

www.craneengineering.net

Cell: 920-850-3100

Office: 920-733-4425

Orbinox



From: Hoffmann, Tyler <Tyler.Hoffmann@sheboyganwi.gov>
Sent: Monday, November 15, 2021 1:56 PM
To: Eric Finnila <e.finnila@craneengineering.net>
Subject: City of Sheboygan Wastewater Clarifier Drive quotes for 2022

Hello Eric,

The City of Sheboygan wastewater plant is putting together the scope of work for the 2022 replacements of the clarifier drives. I am looking to get quotes for the clarifier concrete joint repair work on two clarifiers (one final, one primary) and another quote for the cleaning/touch up painting of the clarifiers. It should be the same work that was performed on the clarifiers in 2021 so you could base it off the work for primary #4 and final #2 for scope of the project.

If you have any questions, comments, or concerns, feel free to send me an email or call me on my cell phone at 920-627-9989.

I will follow up in the coming days, if needed, as we would like to have the project submitted to council for approval before the end of the year.

Thanks for you time and have a great day,

Tyler Hoffmann
City of Sheboygan Wastewater

NOTICE: This e-mail may contain confidential information and is intended only for the individual named. If you are not the intended recipient, you should not disseminate, distribute or copy this e-mail; please notify the sender immediately and delete this e-mail from your system. Also, please be aware that email correspondence to and from "The City of Sheboygan" may be subject to open record requests.

Res. No. 119 - 21 - 22. By Alderpersons Dekker and Perrella.
December 20, 2021.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with August Winter & Sons, Inc. to install an aeration blower at the Waste Water Treatment Plant, and to make related expenditures.

WHEREAS, in Res. No. 67-21-22, the Common Council authorized the appropriate City officials to enter into a contract with Lone Star Blower, Inc. ("Lone Star") to purchase an aeration blower for the Waste Water Treatment Plant; and

WHEREAS, the City of Sheboygan has advertised for bids to install the aeration blower (the "Project"); and

WHEREAS, the low bid was from August Winter & Sons, Inc. ("August Winter") in the amount of \$72,000; and

WHEREAS, City Staff has reviewed the bids and determined that the low bid met all of the specifications; and

WHEREAS, completion of the Project requires work to paint, install new doors, and complete the electrical installation of the aeration blower (the "Related Work") which are not included in the bid from August Winter or in the previous contract with Lone Star; and

WHEREAS, the estimated cost of the Related Work and contingency is \$71,432.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached Agreement with August Winter for installation of the aeration blower.

PW

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds, not to exceed \$143,432, which includes the cost of the Project and the Related Work, from Account No. 60138300-631100.

Dean Dekker

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

**AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND
AUGUST WINTER & SONS, INC.**

**REGARDING INSTALLATION OF AN AERATION BLOWER
AT THE SHEBOYGAN WASTEWATER TREATMENT FACILITY**

This Agreement (“Agreement”) is made and entered into effective this ____ day of _____, 2022 (the “Effective Date”), by and between the City of Sheboygan (the “City”), a municipal corporation, and August Winter & Sons, Inc. (“Contractor”).

WITNESSETH:

WHEREAS, the City is the owner of the Wastewater Treatment Facility at 3333 Lakeshore Drive, Sheboygan, Wisconsin (the “Treatment Facility”); and

WHEREAS, the City has separately contracted with Lone Star Blower, Inc. to purchase an aeration blower; and

WHEREAS, the City wishes to have the aeration blower unit installed at the Treatment Facility; and

WHEREAS, the City issued Request for Bids 1998-21 to obtain bids from qualified providers of the services needed to complete the installation and other related work (the “Services”); and

WHEREAS, the City has opened the bids, and determined that the bid from Contractor (“Bid”) is the lowest responsive and responsible bid for the Services; and

WHEREAS, Contractor desires to provide the City with the necessary Services under the terms set forth in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

Article 1. Scope of Services

Contractor shall complete the Services necessary to install the aeration blower and associated piping and safety railings pursuant to the Project Manual, which is attached to this Agreement as Exhibit 1. This includes the provision of all necessary labor, equipment, licenses, permits¹, and travel expenses.

Any quantities shown in the Project Manual are based on estimated needs. The City reserves the right to increase or decrease quantities to meet actual needs.

¹ Contractor shall be responsible for obtaining any and all applicable City permits and paying any and all applicable permit fees prior to beginning work.

For the avoidance of doubt, the City is responsible for purchasing the aeration blower to be installed, and will be responsible for: (1) setting the blower in position and levelling; (2) final connection to electrical power; and (3) purchase of an inlet silencer.²

Contractor shall provide an itemized material list to the City's Representative. The City will provide a tax-exempt certificate to Contractor for any approved purchase made by Contractor from vendors related to the Services.

Article 2. Standard of Care

Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The City's Representative shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the City's Representative shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under this Agreement.

Article 3. City's Representative

The City designates Steve Jossart as its Representative for purposes of this Agreement. If the City's Representative deems it appropriate, the City's Representative may consult with other employees of the City, or may retain an appropriate outside expert to assist with the management of this Project.

If the City's Representative observes any work performed by the Contractor to not be in conformity with the Agreement, the City's Representative will report that to the Contractor. The City's Representative will have authority to stop any portion of the work not in conformity with the Agreement until the City has investigated and decided upon an appropriate procedure.

Article 4. Compensation

The City shall pay Contractor for the Services an amount not to exceed \$72,000.00 ("Contract Amount").

Contractor shall submit an invoice to the City on a monthly basis, which shall be based on the percentage of the Services described in Article 1 completed. Contractor shall provide sufficient information for the City to evaluate the percent of the Services completed. Invoices shall be sent via first class mail postage prepaid. Payment will be remitted to Contractor within forty-five (45) days of receipt of the invoice.

² These items may be done by the City or by another contractor. They are not the responsibility of Contractor under this Agreement.

The invoice shall be sent to:

Steve Jossart, Superintendent
City of Sheboygan Wastewater Facility
3333 Lakeshore Drive
Sheboygan, Wisconsin 53081

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its Representative prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

The City shall retain 10% of each invoice until Final Acceptance. Additionally, the City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following (“Withheld Amounts”):

- Payments that may be earned or due for just claims for labor or materials furnished in and about the work.
- Defective work.
- The probable filing of claims by other parties against Contractor which may adversely affect the City.
- Failure of Contractor to make payments due to subcontractors, material suppliers, or employees.
- Damage to the City or a third party.
- Reasonable doubt that the Agreement can be completed for the balance then unpaid.
- Liquidated damages due to the City.

The City will disburse, and shall have the right to act as agent for Contractor in disbursing the Withheld Amounts to the party or parties who are entitled to payment. The City will provide the Contractor with a proper accounting of all such funds disbursed on behalf of the Contractor.

The submission of any request for payment shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

Contractor shall deliver to the City a complete release of all liens arising out of this Agreement before the retained percentage or Final Payment will be paid. If any lien remains unsatisfied after payments are made, Contractor shall refund to the City such amounts as the City may have been compelled to pay in discharging such liens, including all costs and fees.

Partial payment made under this Agreement is not evidence of the proper performance by Contractor either in whole or in part, and no payment made by the City shall be construed to be an acceptance of defective or improper work. Acceptance of the work by the City shall occur only upon Final Payment by the City which will occur after Final Acceptance. The Parties recognize that more than 45 days may elapse between the submission of the last invoice and Final Acceptance or Final Payment. The City agrees to make reasonable efforts to schedule its Final Inspection in a timely manner and to

process the Final Payment in a timely manner upon Final Acceptance. (For the avoidance of doubt, the warranties and guarantees in this Agreement shall continue to apply even after Final Payment by the City.)

Article 5. Appropriation of Funds

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.

Article 6. Performance and Payment Bond

Contractor shall, within 15 days of the approval of this Agreement by the Common Council of the City of Sheboygan, provide the City with a Performance Bond and a Payment Bond, in accordance with the EJCDC forms included with the bid documents, in the amount of 100% of the contract amount.

Failure by Contractor to perform the work in a timely or satisfactory fashion may result in forfeiture of Contractor's Performance Bond. Failure by Contractor to make necessary payments to suppliers or subcontractors may result in forfeiture of Contractor's Payment Bond.

If the Surety on any bond furnished by Contractor becomes a party to supervision or liquidation, or its right to do business in the State of Wisconsin is terminated, Contractor shall, within 30 calendar days thereafter, substitute another bond or surety, both of which must be acceptable to the City.

Article 7. Schedule

Contractor shall commence work after receiving a Notice to Proceed from the City's Representative. At that point, Contractor shall commence work promptly, and shall continue the prosecution of the Services as quickly as is practicable until the Services are completed.

Contractor shall complete the services by May 15, 2022, or within such extra time as may have been allowed by a mutually agreed extension (the "Deadline"). The City's Representative shall have the authority to consent to an extension of the Deadline on behalf of the City.

Failure of the Contractor to adhere to the schedule as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.

No work aside from that performed during the regular work week will be allowed unless prior notice is given to the City's Representative and the City's Representative consents to the work being performed during that time. Any work performed without prior notice and approval to do so may be required to be removed for inspection at Contractor's expense.

Article 8. Liquidated Damages

In the event that Contractor does not complete the Services by the Deadline, there shall be deducted from any monies due or that may become due to Contractor, for each and every calendar day that the work remains uncompleted, a sum of \$400.00 per calendar day.

This sum shall be considered and treated not as a penalty but as fixed, agreed, and liquidated damage due the City from Contractor by reason of inconvenience to the public, added cost of supervision, and other items which have caused an expenditure of public funds resulting from his failure to complete the work.

Permitting Contractor to continue and finish the work or any part of same after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way be construed as a waiver on the part of the City of any of its rights under the Agreement.

Article 9. Workmanship and Quality of Materials

Contractor's Warranty for the Services is set forth in the Project Manual.

All material shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval of the City's Representative.

Whenever, in any document, an article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal" or the term "the equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting competition. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to all contractual requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the City's Representative. The approval by the City's Representative of alternate material or equipment as being equivalent to that specified shall not in any way relieve Contractor of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the contract documents. The City's Representative shall be the sole and final judge of equivalency.

Article 10. Safety Requirements

All materials, equipment, and supplies provided to the City must comply fully with all safety requirements set forth under state and federal law, including all applicable OSHA Standards.

Contractor shall be responsible for the safety of its employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state, or local.

Contractor shall provide the necessary safeguards including, but not limited to, warning signs and barricades, to avoid all necessary hazards and protect the public, the work, and the property at all times, including on days when no work is being done. The City shall not be responsible for any loss

or damage to the project materials prior to their installation or to Contractor's tools and equipment from any cause whatsoever.

Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

Article 11. Access to Records

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records related to the contract, and that the failure to do so shall constitute a material breach of the contract, in which case Contractor must defend and hold the City harmless from liability under that law.

Contractor shall maintain all records related to this contract for a period of not less than 7 years after receipt of Final Payment under the Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case records shall be maintained until the later of 7 years after receipt of Final Payment under the Agreement or disposition of all such litigation, appeals, claims, or exceptions related thereto.

Article 12. Termination

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Contractor. The City's Representative shall have the authority to provide this written notice. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services.

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, 10 days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative the City may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Contractor) shall be less than the sum which would have been payable under the Agreement if it had been completed by Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Contractor will be liable and shall pay to the City the amount of said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its surety, for failure to complete the work or for defects in the work.

If the City fails to make payment through no fault of the Contractor for a period of 30 days after such payment is due in accordance with the Agreement, the Contractor may – upon 7 days written notice to the City – terminate the Agreement and recover from the City for all work executed and for any

proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery including reasonable profit and damages.

For the avoidance of doubt, the specific remedies identified in this Article 12 are not exclusive.

Article 13. Default

If Contractor breaches this Agreement or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment and materials to ensure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by City.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, Contractor breaches this Agreement or fails to carry on the work in an acceptable manner.

The City shall send Contractor a written notice of default. If Contractor, within a period of 10 days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of Contractor, as set forth in this Agreement.

Article 14. Identity of Contractor

Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City³. The City's Representative shall have the ability to provide this written permission. The City reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 15. Independent Contractor Status

During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or subcontractors be construed to be, or represent themselves to be, employees of the City. Contractor shall be solely responsible for the payment and reporting of

³ In the event that the City allows part of the Services to be subcontracted, Contractor shall still be fully responsible to the City for the acts or omissions of any subcontractor and anyone employed directly or indirectly by the subcontractor. This is in addition to any liability imposed by law upon the Contractor.

all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.

Article 16. Indemnification

Contractor is responsible to the City for the acts and omissions of its employees, subcontractors, and any other persons performing any of the work under a contract with Contractor.

As such, to the extent permitted by law, Contractor shall defend and hold the City—including its Officials, Agents, and Employees—harmless from all liability, including, but not limited to, claims, actions, causes of action, liens, losses, damages, costs, legal fees, expenses, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

Contractor shall reimburse the City for any costs, expenses, judgments, and legal fees paid or incurred, by or on behalf of the City, its Officials, Agents, or Employees, or paid for on behalf of the City, its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

For the avoidance of doubt, Contractor shall further hold the City, its Officials, Agents, and Employees harmless from liability or claims for any injuries to or death of Contractor’s employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the contractor or subcontractor for any payments under any worker’s compensation law or any expenses of or any payments made by any worker’s compensation insurance carrier on behalf of said contractor or sub-contractor, and the contractor shall hold the City harmless from any costs, expenses, judgments, and attorney’s fees with respect to any above referenced workers’ compensation claims incurred or paid by the City or paid on its behalf or on behalf of its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

Article 17. Insurance

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Contractor shall not allow any approved subcontractor to commence work on its subcontract until the subcontractor has obtained all insurance required under this Article.

During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the City’s Representative listing the City of Sheboygan as an additional insured:

- a. Unemployment and Social Security – Contractor shall acquire and maintain, for the duration of the Agreement, Unemployment and Social Security Insurance that meets all statutory requirements.
- b. Workers’ Compensation Insurance – Contractor shall acquire and maintain, for the duration of the Agreement, Workers’ Compensation Insurance that meets all statutory requirements.

- c. Commercial General Liability Insurance – Contractor shall acquire and maintain, for the duration of this Agreement, Commercial General Liability Insurance with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The Commercial General Liability Insurance shall include operations, contractor’s protective insurance, products coverage, completed operations, contractual coverage, underground coverage, and blasting, explosion, and collapse.
- d. Comprehensive Automobile Liability and Property Damage – Contractor shall acquire and maintain, for the duration of this Agreement, Comprehensive Automobile Liability and Property Damage Insurance that covers the operation of owned, hired, and non-owned motor vehicles with a policy limit – for liability, bodily injury, and property damage – of at least \$1,000,000 per occurrence and \$1,000,000 in the aggregate.

The proof of insurance referenced above shall require the insurance company to notify the City at least 30 days prior to the expiration, cancellation, non-renewal, or material change in the coverage. The Certificate Holder on the proof of insurance should be listed as:

City of Sheboygan, Wisconsin
828 Center Ave., Suite 110
Sheboygan, Wisconsin 53081

The proof of insurance must contain an original signature.

Approval of the insurance by the City’s Representative shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor’s provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City the required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

Article 18. Conflict of Interest

Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 19. Waiver

No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party’s right to enforce that term. No waiver by any party of any term of this Agreement—which may only occur in writing—shall be considered to be a waiver of any other term or breach thereof.

Article 20. Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be

deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 21. Assignment

Neither the City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Such written approval by the City shall not relieve the Contractor of the obligations incurred by the Contractor under the terms of this Agreement.

Article 22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

Nothing in this Agreement shall create any contractual relationship between any subcontractor and the City. Contractor agrees to bind every approved subcontractor (and every subcontractor of a subcontractor) by the terms of this Agreement as far as applicable to that subcontractor's work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the City. The City's Representative shall have the authority to consent to a subcontract as being adequate.

Article 23. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

Article 24. Non-Discrimination and Equal Opportunity

In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, disability, developmental disability (as defined in Wis. Stat. 51.01(5)), sexual orientation (as defined in Wis. Stat. 111.32(13m)), gender identity, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor further agrees to take affirmative action to ensure equal employment opportunities.

Article 25. Compliance with Laws

In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state, and local statutes, ordinances, plans, and regulations.

The City reserves the right to cancel this Agreement if Contractor fails to follow the requirements of Wis. Stat. 77.66 and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Agreement with any state or federally debarred contractor.

Contractor shall have any and all licenses and permits required to perform the work specified, and shall furnish proof of such licensing authorization and permits upon request.

Article 26. Notices

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City:

Contractor:

City Clerk		
City of Sheboygan		
828 Center Ave.		
Sheboygan, Wisconsin 53083		

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Contractor.

Article 27. Intent to be Bound

The City and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 28. Force Majeure

Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

Article 29. Integration and Modification

This Agreement may be modified only by a written amendment signed by both parties hereto.

This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if fully set out herein:

1. This Agreement and its Exhibit 1
2. Any Written Amendment to the Agreement which may be delivered or issued after the Effective Date of the Agreement (including Change Orders)
3. The Request for Bids (including all attachments)
4. All Addenda to the Request for Bids
5. All Other Submittals by Contractor
6. The Performance and Payment Bonds

(collectively “the Contract”).

This Contract is the entire and integrated agreement between the City and Contractor regarding the subject matter of this Contract. It supersedes all prior and contemporaneous communications, representations and agreements that are not part of this Contract.

In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, the document expressing the greater quantity, quality, or other scope of work in question, or imposing the greater obligation upon Contractor and affording the greater right or remedy to the City shall govern. Otherwise, the documents shall be given precedence in the order set forth above.

Article 30. Non-Collusion

Contractor is certifying, under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in its bid were arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any other matter relating to such prices with any other bidder, or with any other competitor.
2. The prices quoted in its bid were not knowingly disclosed—directly or indirectly—by the bidder prior to bid opening.
3. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a bid for the purpose of restricting competition.

Article 31. Other Provisions

1. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
2. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City’s Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City’s Representative.
3. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.

4. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.
5. Intellectual Property. Contractor shall pay for any royalties and license fees associated with intellectual property used in the completion of the Services. Contractor shall defend any suits or claims for infringement of any intellectual property rights related to the completion of the Services, and shall hold the City harmless from any liability associated with any such suit or claim.
6. Intent of Contract Documents.
 - a. The intent of this Agreement is to include in the contract price the cost of all labor and materials, water, fuel, tools, plants, equipment, light, transportation, and any other expenses that may be necessary for the proper execution and completion of the work included in the Agreement.
 - b. In interpreting the Agreement, words describing materials that have a well-known technical or trade meaning shall be construed in accordance with such well known meanings unless otherwise specifically defined.
7. Definitions.
 - a. Final Acceptance: The event that occurs when the City issues to Contractor a written statement that Contractor has completed all Punch List items, has made all necessary submittals to the City, and has satisfied all of its obligations under the Agreement.
 - b. Final Inspection: The inspection conducted by the City to determine what work must still be completed by Contractor in order for Completion of the Services to occur. After the Final Inspection, the City shall provide Contractor with a Punch List that Contractor must complete in order for Completion of the Services to occur.

- c. Final Payment: Payment by the City to Contractor after Completion of the Services the result of which is Contractor receiving all payments due under the terms of the Agreement for performing and completing the Services.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF SHEBOYGAN, WISCONSIN

CONTRACTOR

BY: _____
Ryan Sorenson, Mayor

BY: _____

ATTEST: _____
Meredith DeBruin, City Clerk

ATTEST: _____

DATE: _____

DATE: _____

Approved by Res. No. _____-21-22.

1.1 PROTECTION OF PERSONS

- A. Work shall be executed in compliance with the Federal Occupational Safety and Health Act and the Wisconsin Administrative Code, Chapter 35, Safety in Construction.

1.2 APPLICATION OF THIS DIVISION OF THE SPECIFICATIONS

- A. The work is subject to the requirements of the Instructions to Bidders and this Division 1.
- B. The Contractor is fully responsible for seeing that no work shown is inadvertently left out.

1.3 INTENT OF CONTRACT DOCUMENTS

- A. The Sections of the Contract Document and the Contract Drawings are complementary and what is called for by any one shall be binding as if called for by all. The intention of the Contract Document is to include in the contract price the cost of all labor and materials, water, fuel, tools, plants, equipment, light, transportation, and all other expenses as may be necessary for the proper execution and completion of the work included in the Contract.
- B. In interpreting the Contract Documents, words describing materials which have a well-known technical or trade meaning unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with such well known meanings recognized by Architects, Engineers, and the trade.
- C. Any work shown on the Contract Drawings and not covered in the Contract Specifications, or included in the Contract Specifications and not shown on the Contract Drawings, shall be executed by the Contractor as though both shown on the Contract Drawings and included in the Contract Specifications. If the Contract Drawings and the Specifications should be contradictory in any part, the Contract Specifications shall *govern*.

1.4 SCOPE OF WORK

- A. The Contract work shall include the furnishing of all labor, materials, equipment, transportation, appliances and services necessary to complete all work shown or reasonably inferred on the drawings and/or as described in the specifications.
- B. The City of Sheboygan will be responsible for:
- Setting the new blower in position and levelling.
 - Final Connection to electrical power.
 - Purchase of an inlet silencer.
- C. The Contractor will be responsible to:
- Supply and install all necessary piping materials including hangers, supports, fasteners;
 - Supply and install all materials and labor to fabricate and install safety handrails in accordance with the specifications;
 - Make up and install discharge piping and isolation valves in accordance with the plans and specifications including the discharge line through the roof and connection to the main header;
 - All piping to be fabricated out of Schedule 10, 304 Stainless Steel with painted carbon steel backing flanges.
 - There is an existing roof penetration which may need to be modified by the Contractor during installation.

- The Contractor will work with Operations Staff to isolate the header during installation.
- Contractor will be responsible to make up and install all inlet piping in accordance with the drawings. All inlet piping to be Schedule 10, 304 Stainless Steel with painted carbon steel backing flanges.
- Installation will require cutting of a new penetration through the East wall and routing the inlet piping to the roof. Resealing of the opening following installation is the responsibility of the Contractor.
- All piping supports will be fabricated from 304 Stainless Steel and attached with Stainless Steel Hardware.
- The Contractor will be responsible to install the owner-provided inlet silencer.
- The contractor will be responsible to modify and re-seal the roof penetration following installation.

1.5 OWNER'S REPRESENTATIVE

- A. All work under this Contract will be regularly viewed by the Owner's Representatives. Owner's Representatives will regularly visit the site of the project and observe the work for conformity with the Contract Documents, and will immediately report any lack of conformity to the Contractor.
- B. The Owner's Representatives will have authority to stop any portion of the work not in conformity with the Documents until the Owner has investigated and decided upon procedure.
- C. No work aside from that performed during the regular work week will be allowed unless prior due notice is given to the Owner or to the Owner's Representatives. Any work performed without prior notice and approval to do so may be required to be removed for inspection at Contractor's expense.

1.6 SUPERINTENDENCE

- A. The Contractor will give personal superintendence to the work, or have at the site of the work, at all times, a competent foreman, superintendent, or other representative, satisfactory to the Owner and having the authority to act for the Contractor.
- B. Insofar as is practicable, and excepting in the event of discharge by the Contractor, or in the event of proven incompetence, the individual who has been accepted by the Owner to represent the contractor shall so act, and shall follow without delay instructions of the Engineer in the completion of the work in conformity with the contract.

1.7 LABOR

- A. The Contractor shall employ none but competent and skilled workmen and foremen in the prosecution of work on this Contract. The Owner shall have the authority to order the removal from the work any Contractor's employee who refuses to or neglects to obey any of its instructions or those of the Engineer or Inspectors, relating to the carrying out of the provisions and intent of the provisions of the Contract, or who is incompetent, unfaithful, abusive, threatening or disorderly in his conduct, and any such person shall not again be employed on this project.

1.8 FIRE PROTECTION

- A. The Contractor shall provide and maintain an adequate number of hand fire extinguishers and take all other precautions necessary to prevent fires, and shall conform to local Fire Department regulations.

1.9 LAWS, REGULATIONS, FEES AND PERMITS

- A. The Contractor shall comply with all laws, ordinances, rules and regulations of the local Building Inspection Department, Fire Department, Health Department, Department of Water Supply, Gas and Electricity, Department of Highways and all State and Federal agencies having jurisdiction.
- B. Contractor shall obtain and pay for all necessary permits, fees and inspections required by such agencies. **Note: City Building Inspection does not waive permit fees for other City Departments.**
- C. Contractor shall pay for legitimate costs required by private utility and communication companies.

1.10 WATCHMEN AND OTHER SAFEGUARDS

- A. The Contractor shall provide the necessary safeguards including, but not limited to, warning signs and barricades to prevent accidents, to avoid all necessary hazards, and protect the public, the work and the property at all times, including Saturdays, Sundays, holidays and other times when no work is being done.
- B. Neither the Owner nor the Engineer shall be responsible for any loss or damage to the project materials, tools, equipment, etc., from any cause whatsoever.

1.11 CODES AND STANDARDS

- A. All materials and workmanship shall comply with all applicable codes, specifications, local ordinances, industry standards and utility company regulations.
- B. In case of difference between building codes, specifications, state laws, local ordinances, industry standards and utility company regulations and the Contract Documents, the most stringent shall govern. The Contractor shall promptly notify the Engineer in writing of any such difference.
- C. Non-compliance: Should the Contractor perform any work that does not comply with the requirements of the applicable building codes, state laws, local ordinances, industry standards and utility company regulations, he shall bear all costs arising in correcting the deficiencies.
- D. Applicable Codes and Standards shall include all state laws, local ordinances, utility company regulations, and the applicable requirements of the following nationally accepted Codes and Standards:
 - 1. Building Codes:
 - a. ICC Codes.
 - b. National Electrical Code.
 - c. Wisconsin Administrative Code.
 - d. National fire Code
 - 2. Industry Standards, Codes and Specifications:
 - a. AIEE- American Institute of Electrical Engineers
 - b. ANSI -American National Standards Inst.
 - c. ASME- American Society of Mechanical Engineers
 - d. ASTM- American Society of Testing Materials
 - e. IPCEA- Insulated Power Cable Engineers Assoc.
 - f. NBS- National Bureau of Standards
 - g. NEMA- National Electrical Manufacturers Assoc
 - h. NFPA- National Fire Protection Assoc.
 - i. OSHA- Occupational Safety and Health Act
 - j. UL- Underwriters Laboratories
 - k. MSS - Manufacturers Standardization Society

- l. AISC -American Institute of Steel Construction
- m. AWS -American Welding Society
- n. ACCA- Air Conditioning Contractors of America
- o. Air Conditioning and Refrigeration Institute
- p. American Society of Heating, Refrigerating and Air Conditioning Engineers
- q. SMACNA- Sheet Metal and Air Conditioning Contractors National Association

1.12 CUTTING AND PATCHING

- A. The Contractor shall be responsible for all required cutting, etc., and shall make all required repairs thereafter to satisfaction of the Engineer, but in no case shall the Contractor cut into any major structural element, beam or column without the written approval of the Engineer.

1.13 INSURANCE AND LIABILITY

- A. The Contractor and the Surety will be held responsible for and shall save the Owner harmless from all liability for damages occasioned by the digging up, use or occupancy of the street, alley, highway, public grounds and private grounds or which may result therefrom, or which may result in any way from the negligence or carelessness of the Contractor, his agents, employees or workmen; or by reason of the elements, unforeseen or unusual difficulties, obstructions, or obstacles encountered in the prosecution of the work; and they shall indemnify the Owner for and save it harmless from all claims and liabilities, actions and causes of action, and liens for materials furnished or labor performed in the construction or execution of the work, and from all costs, charges and expenses incurred in defending such suits or actions, and from and against all claims and liabilities for injury or damage to persons or property emanating from defective or careless work methods, or from and against all claims or liabilities for royalties, license fees, actions, suits, charges and expenses or damage from infringement for reason of the use of any invention or improvement in tools, equipment or plant or any process, device or combination of devices used in the construction of the work.
- B. The Contractor shall not commence work under a Contract until he has obtained all insurance required under this paragraph and has filed certificates thereof with the Owner, nor shall the Contractor allow a Subcontractor to commence work until all similar insurance required has been so obtained and filed.
- C. Workmen's Compensation
 - 1. Statutory coverages as required by chapter 102 of the Revised Statutes of the State of Wisconsin and all acts amendatory thereof and supplementary thereto, for all employees of the contractor. All subcontractors shall furnish to the Contractor and to the Owner, evidence of similar insurance for all of their respective employees unless such employees are covered by the protection afforded by the contractor.
- D. Comprehensive General Liability and Property Damage Insurance
 - 1. Coverage to include operations; contractor's protective insurance, products coverage and completed operations; contractual coverage; underground coverage; blasting, explosion and collapse; all subject to the following limits:
 - 2. Bodily Injury \$1,000,000 per Person
\$2,000,000 Aggregate
 - 3. Property Damage \$500,000 per Occurrence
\$500,000 Aggregate
- E. Comprehensive Automobile Liability and Property Damage
 - 1. Operation of owned, hired and non-owned motor vehicles:
 - 2. Bodily Injury \$1,000,000 per Person
\$1,000,000 per Occurrence
 - 3. Property Damage \$1,000,000 per Occurrence

- F. If the Contractor is employing Subcontractors or hiring pieces of equipment from another firm/contractor, said Contractor must furnish certificates of insurance for each to the Owner.

1.14 LAWS TO BE OBSERVED

- A. The Contractor shall give all notices and comply with all Federal, State and Local laws, ordinances and regulations in any manner affecting the conduct of the work and all such orders and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the Owner against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

1.15 PUBLIC SAFETY AND CONVENIENCE

- A. The Contractor shall at all times so conduct his work as to insure the least possible obstruction to traffic and the least possible inconvenience to the general public and to the employees of the Owner.

1.16 USE OF JOB SITE

- A. The Contractor shall confine his equipment, apparatus, the storage of materials and operations of his workman to limits indicated by the law, ordinances, permit or directions of the Owner and shall not encumber the premises with his materials.
- B. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety. The contractor shall observe and enforce the Owner's instructions regarding signs, advertisements, fires and smoke.

1.17 SCHEDULE OF VALUES

- A. The Contractor shall within ten (10) days of receipt of notice to proceed, submit a complete breakdown of the Contract Amount showing the value assigned to each part of the work, including an allowance for profit and overhead. Upon approval of the breakdown of the Contract Amount by the Engineer, it shall be used as the basis for all Requests for Payment.

1.18 REQUESTS FOR PAYMENT

- A. The Contractor may submit periodically but not more than once each month a Request for Payment of work done on the site and materials delivered and stored on the site. The Contractor shall furnish the Engineer all reasonable facilities required for obtaining the necessary information relative to the progress and execution of the work. Payment for materials stored on the site will be conditioned upon evidence submitted to establish the Owner's title to such materials. Each Request for Payment shall be computed from the work completed on all items listed in the Schedule of Values, less 10% to be retained until final completion and acceptance of the work and less previous payments.
- B. The Contractor shall be required to file waivers of lien from all suppliers, subcontractors, etc., with the Owner prior to receiving payment on the project.

1.19 RELEASE OF LIENS

- A. The Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract before the retained percentage or before the final Request for Payment is paid. If any lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner such amounts as the Owner may have been compelled to pay in discharging such liens, including all costs and a reasonable attorney's fee.

1.20 PATENTS

- A. The Contractor shall pay for all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

1.21 COOPERATION WITH OWNER

- A. Personnel in the employ of the Contractor or any of his subcontractors, either directly or indirectly, are prohibited from using any existing facilities on adjacent property or trespassing in or about adjacent facilities.

1.22 SUBCONTRACTS

- A. The Contractor shall notify the Owner, in writing, of the names of the subcontractors proposed on the Contract and shall not employ any subcontractors until the Owner's approval in writing has been obtained.
- B. The Contractor agrees to be fully responsible to the Owner for the acts or omissions of his subcontractors and of anyone employed directly or indirectly by him or them, and this Contract obligation shall be in addition to the liability imposed by law upon the Contractor.
- C. Nothing contained in the Contract documents shall create any contractual relationship between any subcontractors and the Owner. The Contractor agrees to bind every subcontractor (and every subcontractor of a subcontractor) by the terms of the General and special Provisions of the Contract, the Contract Drawings and Specifications, as far as applicable to his work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Owner.

1.23 ASSIGNMENT OF CONTRACT

- A. No assignment by the Contractor of any construction contract, or any part thereof, or of the funds to be received there under by the Contractor, will be recognized, unless such assignment has had the written approval of the Owner and the Surety has been given due notice of such assignment and has furnished written consent thereto. Such written approval by the Owner shall not relieve that Contractor of the obligations incurred by him under the terms of this Contract. In addition to the usual recitals in assignment contracts, the following language must be set forth:

"It is agreed that the funds to be paid to the assignee under this assignment are subjected to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of any persons, firms, or corporations rendering such services or supplying such materials".

1.24 OTHER CONTRACTS

- A. The Owner may award other contracts for additional work at the site of the project (or other locations) and the Contractor shall fully cooperate with such other Contractors and carefully fit his own work to that provided under other contracts as may be directed by the Owner. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.

1.25 OWNER'S RIGHT TO DO WORK

- A. If the Contractor neglects to prosecute the work to be performed on this Contract properly, or fails to perform any provision of this Contract, the Owner, after three days' written notice to the Contractor and his Surety, may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment due the Contractor.

1.26 TERMINATION BY THE CONTRACTOR

- A. If the Owner fails to make payment through no fault of the Contractor for a period of thirty (30) days after such payment is due in accordance with the Contract Documents, the Contractor may, upon seven (7) days written notice to the Owner terminate the Contract and recover from the Owner payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery including reasonable profit and damages.

1.27 TERMINATION BY THE OWNER

- A. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner may, after seven (7) days written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or

thereafter due the Contractor or, at his option, may terminate the Contract and take possession of the site and of all material, equipment, tools and construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever method he may deem expedient, and if the unpaid balance of the Contract sum exceeds the expense of finishing the work, such excess shall be paid to the contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner.

1.28 CHANGES IN THE WORK

- A. The Owner without invalidating the Contract may order changes in the work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the work shall be authorized by written Change Order signed by the Owner.
- B. The Contract Sum and the Contract Time may be changed only by Change Order.
- C. The cost or credit to the Owner from a change in the work shall be determined by mutual agreement before executing the work involved.

1.29 CORRECTION OF WORK

- A. The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the work, and shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of one year from the date of final payment of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this Article apply to work done by Subcontractors as well as to work done by direct employees of the Contractor. The obligations of the Contractor under this paragraph shall be in addition to and not in limitation of any obligations imposed upon him by special guarantees required by the Contract Documents or otherwise prescribed by law.

1.30 SANITARY CONVENIENCE

- A. The Contractor shall have access to the use of sanitary facilities available to the Facility Staff.

1.31 CLEANING UP AND FINAL INSPECTION

- A. The Contractor shall at all times keep the site of the work free from accumulation of waste material or rubbish caused by his employees on the construction work, and at the completion of the work he shall remove all his rubbish from and about the work and all his tools, equipment, scaffolding, and surplus materials, and shall leave the completed work clean and ready for use. In case of dispute, the Owner may remove the rubbish and surplus materials and charge the cost to the several Contractors, if more than one is employed on the project, in proportion to the amounts as shall be determined by the Owner to be just.

1.32 OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION

- A. The Owner may withhold from payments to the Contractor, in addition to retained percentage, such an amount or amounts as may be necessary to cover:
 - 1. Payments that may be earned or due for just claims for labor or materials furnished in and about the work.
 - 2. For defective work not remedied.
 - 3. For failure of the contractor to make proper payments to the Subcontractors.
 - 4. Reasonable doubt that this Contract can be completed for the balance then unpaid.
 - 5. Evidence of damage to another Contractor.
 - 6. Liquidated damages due to failure to meet contract completion dates.
- B. The Owner will disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the part or parties who are entitled to payment therefrom. The Owner will render to the Contractor a proper accounting of all such funds disbursed in behalf of the Contractor.

- C. The Owner also reserves the right, even after full completion and acceptance of the work, to refuse payment of the final ten percent (10%) due the contractor until it is satisfied that all Subcontractors, material suppliers and employees of the Contractor have been paid in full.

1.33 CHANGES-PAYMENT

- A. The Owner may, in accordance with the rules of its Common Council, authorize changes in the work to be performed or the materials to be furnished under the provisions of this Contract.
- B. Adjustment, if any, in the amounts to be paid to the Contractor by reason of any such changes shall be determined by one or more of the following methods:
 - 1. By an acceptable lump sum or unit price proposal by the Contractor.
 - 2. On a cost-plus limited basis not to exceed a specified limit (defined as the cost of labor, materials and insurance) plus a specified percentage of the cost of such labor, materials and insurance provided the specified percentage does not exceed fifteen percent (15%) of the aggregate of the cost of such labor, materials and insurance, and shall in no event exceed a specified limit.
- B. No claim for an addition to the contract price will be valid unless authorized as aforesaid.
- C. In cases where a lump sum proposal is submitted by the Contractor in Excess of Five Hundred Dollars (\$500.00) and the Owner considers the proposal so submitted is excessive or unreasonable for the changes or added work contemplated; the Owner reserves the right to request a proposal for the same changed items from other Contractors. If a proposal for such added work is obtained from other Contractors at a lesser amount, the Owner reserves the right to make an award of such work to another Contractor, unless the Contractor on this Contract agrees to do the added work or changed work for the price named by the other Contractor.
- D. It shall be expressly understood and hereby agreed to by the Contractor that no claim for extra work will be recognized by the Owner unless same has been ordered, in writing, by the Owner, or unless claim for such added work has been filed by the Contractor within five (5) days after the end of the calendar month in which such alleged work was performed. Inspectors and Resident Engineers are not authorized to act for the Owner in giving orders for the Owner for extra or additional work, either in writing or verbally.

1.34 DEDUCTION FOR UNCORRECTED WORK

- A. If the Owner deems it expedient to accept work damaged or not done in accordance with the Contract, an equitable adjustment will be made with a proper deduction from the contract price for unsatisfactory work.

1.35 FINAL ACCEPTANCE OF THE WORK

- A. The Contract shall be deemed as having been finally accepted by the Owner when its governing body, by formal resolution, accepts the work.

1.36 CORRECTION OF WORK AFTER FINAL PAYMENT

- A. Neither the final payment on this Contract by the Owner nor any provision in these Contract Documents shall relieve the Contractor or Surety of the responsibility for negligence in the furnishing and installation of faulty materials or for faulty workmanship which shows up within the extent of the period provided by law nor of the responsibility of remedying such faulty workmanship and materials.

1.37 OWNER'S RIGHT TO USE UNCOMPLETED WORK

- A. The Owner shall have the right to take possession of and use portions of the work prior to final acceptance without waiving rights against the Contractor or his Surety for defects in the work or failure to complete same in its entirety.

1.38 PAYMENTS

- A. Pay estimate periods shall close on the last day of each calendar month so that completed estimates can be computed for processing. On each partial payment during the progress of the project, the Owner will retain an amount in accordance with Chapter 66.29 Wisconsin Statutes. No payment will be made for material stored at the job site.

1.39 DELAYS

- A. If the work of the Contractor is delayed because of any acts or omissions of any other Contractor, the Contractor shall have no claim against the Owner on that account other than an extension of time.
- B. In case any action in court is brought against the Owner or Engineer, or any officer or agent of either of them, for the failure, omission or neglect of the Contractor, utility company or Owner of other facilities within the project area to perform any of the covenants, acts, matters or things by this Contract undertaken, or for injury or damage caused by the alleged negligence of the Contractor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, material men, or suppliers, the Contractor shall indemnify and save harmless the Owner and Engineer and their officers or agents, from all losses, damages, costs, expenses, judgments or decrees arising out of such action.

1.40 ATTACHMENTS

- A. The following attachments are referenced herein, attached hereto and made part of this document.
- EJCDC Form C-430 Bid Bond Form
 - EJCDC Form C-610 Performance Bond Form
 - EJCDC FORM C-615 Payment Bond Form
 - City of Sheboygan Standard Form of Agreement
 - City of Sheboygan Certificate of Non-Collusion
 - City of Sheboygan Bidders Proof of Responsibility

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the appropriate City officials to enter into a contract with August Winter & Sons, Inc. to install an aeration blower at the Waste Water Treatment Plant, and to make related expenditures.

REPORT PREPARED BY: Steve Jossart, Superintendent of Wastewater

REPORT DATE: December 14, 2021

MEETING DATE: December 28, 2021

FISCAL SUMMARY:

Budget Line Item: 60138300-631100
Budget Summary: Improvements
Other than
Buildings
Budgeted Expenditure: \$ 143,432.00
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes:
Municipal Code: N/A

BACKGROUND / ANALYSIS: The wastewater plant utilizes high volume blowers to provide oxygen and mixing in the aeration basins where the micro-organisms break down the organic wastes. At present we have two 350 Hp aeration blowers that were installed in 2005 which are used for this purpose. In the event one of these units fails or is down for extended maintenance, there is only one blower remaining with no back-up capability. More recently we are finding that one blower cannot always meet the oxygen demand of the system due to elevated incoming organic loads. Under these situations both blowers are used to supply air to the system leaving us no reserve capacity.

STAFF COMMENTS: The plant originally had four aeration blowers, with two turbo blowers and two positive displacement (PD) blowers. Since the turbo blowers were more efficient and had a higher capacity, the turbo blowers were operated exclusively and the PD blowers were not maintained electrically or mechanically, resulting in the failure of these units.

The project scope includes the installation of a new high efficiency dual core turbo blower (two 200 hp blowers) capable of providing 5000 standard cubic feet per minute (SCFM) at a discharge pressure of 15 psi to the aeration system. The blower installation includes installing hand rails for safe access to the blower inlet and header, along with cleaning and painting the blower room, installing a new epoxy floor, and enlarging and replacing the existing double door to allow for the new blower to be moved into the blower room. The blower was purchased on a previous resolution.

Cost Breakdown:

Aeration Blower Installation	August Winter and Sons	\$ 72,000.00
Electrical Components and Installation	WWTP Staff	\$ 15,500.00
Move Blower into Building	TBD	\$ 4,000.00
Misc. Components	TBD	\$ 7,700.00
Cleaning, Painting and Epoxy Floor Installation	Goldsmith Inc.	\$ 13,595.00
Installing Double Door	Jos. Schmitt Const./Falls Glass	\$ 15,598.00
Environmental Costs	Asbestos Removal	\$ 2,000.00
10% Contingency		\$ 13,039.00
Total Installation		\$ 143,432.00
Costs Previously Approved for the Purchase of the Aeration Blower		\$ 146,878.00
Total Project Cost		\$ 290,310.00

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 119-21-22 authorizing the appropriate City officials to enter into a contract with August Winter & Sons, Inc. to install an aeration blower at the Waste Water Treatment Plant, and to make related expenditures.

ATTACHMENTS:

- I. Res. No. 119-21-22
- II. August Winter & Sons, Inc. Agreement

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: An ordinance creating a no parking zone on the south side of S. Water Street just west of the intersection of S. Water Street and Virginia Avenue.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: December 22, 2021

MEETING DATE: December 28, 2021

FISCAL SUMMARY:

STATUTORY REFERENCE:

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

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

BACKGROUND / ANALYSIS: The Department of Public Works has received safety concerns from the general public due to vehicles parking at the southwest corner of the S. Water Street and Virginia Avenue intersection. The issue is there is no room for a vehicle to safely park at this location due to no shoulder/paved area. When a vehicle does park at this location, the vehicle is impeding traffic at this location by limiting the road width and causing sight distance issues.

STAFF COMMENTS: Due to the safety reasons stated above City staff supports the proposal.

ACTION REQUESTED: Motion to recommend the Common Council adopt Gen. Ord. No. 35-21-22 creating a no parking zone on the south side of S. Water Street just west of the intersection of S. Water Street and Virginia Avenue.

ATTACHMENTS:

- I. Gen. Ord. 35-21-22.

X

Other Matters

39

Gen. Ord. No. 35 - 21 - 22. By Alderpersons Dekker and Perrella.
December 20, 2021.

AN ORDINANCE creating a no parking zone on the south side of S. Water Street just west of the intersection of S. Water Street and Virginia Ave.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," the south side of S. Water Street from the west curb line of the intersection of S. Water Street and Virginia Ave. (the "Intersection") to 50 feet west of the Intersection is hereby added to the list of locations where parking is not permitted.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restrictions.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

pw

Dean Dekker

I HEREBY CERTIFY that the foregoing Ordinance 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