

*****ATTACHMENTS*****

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the appropriate City officials to accept a Sewer Easement and execute a Release of Easement Agreement regarding Lot 2 of the South Pier Plat.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: September 22, 2021

MEETING DATE: September 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: Lot 2 of the South Pier Plat is the location of the newly constructed SP Riverfront Condos. The City of Sheboygan is creating a new storm sewer easement and releasing an existing easement so that further development in the future can be constructed in the South Pier area.

STAFF COMMENTS: City staff has reviewed the easement documentation and proposal and supports the request.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 62-21-22 authorizing the appropriate City officials to accept a Sewer Easement and execute a Release of Easement Agreement regarding Lot 2 of the South Pier Plat.

ATTACHMENTS:

- I. Res. No. 62-21-22
- II. Sewer Easement

III

6.3

Res. No. 62 - 21 - 22. By Alderpersons Dekker and Perrella.
September 20, 2021.

A RESOLUTION authorizing the appropriate City officials to accept a Sewer Easement and execute a Release of Easement Agreement regarding Lot 2 of the South Pier Plat.

RESOLVED: That the Common Council hereby authorizes and directs the Mayor and City Clerk to accept a Sewer Easement on behalf of the City of Sheboygan from the Redevelopment Authority of the City of Sheboygan, Wisconsin, a copy of which is attached hereto.

BE IT FURTHER RESOLVED: That the Common Council hereby authorizes and directs the Mayor and City Clerk to execute the Release of Easement Agreement over the property owned by the Redevelopment Authority of the City of Sheboygan, Wisconsin in Lot 2 of South Pier Plat, a copy of which is attached hereto.

AW

Dean Dekker
Grant Perrella

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

Document Number

Document Title

SEWER EASEMENT

THIS INDENTURE, made this ____ day of October, 2021, by The Redevelopment Authority of the City of Sheboygan, Wisconsin, a public body corporate of the State of Wisconsin, "**GRANTOR**", and the City of Sheboygan, a municipal corporation of the State of Wisconsin, "**GRANTEE**";

Name and Return Address
City of Sheboygan
City Attorney's Office
828 Center Ave, Suite 210
Sheboygan, WI 53081

Part of 59281322038
Parcel Identification Number (PIN)

WITNESSETH:

KNOW ALL PERSONS BY THESE PRESENTS, that the said **GRANTOR**, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said **GRANTEE**, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained agree as follows:

1. **GRANTOR** does hereby give and grant to said **GRANTEE**, its successors and assigns, a permanent non-exclusive easement to construct, operate, use, maintain, and repair multiple sewer lines in, under, and along the following described property, to-wit:

See Attached Exhibits "A" and "B" for map and legal description

Physical Site Address:

750 South Pier Drive
Sheboygan, WI 53081

2. Said sewer facilities shall be maintained and kept in good order and condition by **GRANTEE**.
3. That in, and during, whatever construction, reconstruction, or repair work it is, or becomes, necessary in constructing and/or maintaining said facilities, so much of the surface or subsurface of the property as may be disturbed will, at the expense of **GRANTEE**, be replaced in substantially the same condition as it was prior to such disturbances. **GRANTEE** shall save harmless **GRANTOR** from any loss, damage, injury or liability resulting from negligence on the part of **GRANTEE** in connection with said work involved in constructing and/or maintaining of said facilities provided that if loss, damage, injury, or liability results from joint negligence of the parties hereto, then the liability therefore, shall be borne by

them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses which under law **GRANTEE** is entitled to raise.

4. **GRANTOR** agrees not to construct, install, and/or erect structures, buildings, fences, pools, landscaping, etc. that would impede, restrict, prohibit, and/or limit ingress and egress over, across, through, and upon said easement.
5. That in connection with the construction by **GRANTOR** of any structure or building abutting said permanent easement defined limits, **GRANTOR** will assume all liability for any damage to the facilities in the above described easement. **GRANTOR** will indemnify and hold **GRANTEE** harmless from any claims for personal injuries or property damage caused by any negligence of **GRANTOR** arising out of the construction by **GRANTOR** of any structure or building abutting the said permanent utility easement defined limits.
6. Both parties mutually agree that this easement and covenants herein shall run with the land.

IN WITNESS THEREOF, the **GRANTOR**, has caused this instrument to be signed and sealed this

_____ day of _____, 2021.

THE REDEVELOPMENT AUTHORITY OF THE CITY OF SHEBOYGAN, WISCONSIN

Roberta Filicky-Peneski
Chairperson

Chad Pelishek
Executive Director

STATE OF WISCONSIN)
) SS
COUNTY OF SHEBOYGAN)

Personally came before me this ____ day of _____, 2021, the above named Roberta Filicky-Peneski, Chairperson and Chad Pelishek, Executive Director to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public

My Commission expires _____

Accepted By: **CITY OF SHEBOYGAN**

Ryan Sorenson
City of Sheboygan - Mayor

Meredith DeBruin
City of Sheboygan – City Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF SHEBOYGAN)

Personally came before me this ____ day of _____, 2021, the above named Ryan Sorenson, Mayor and Meredith DeBruin, City Clerk to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public

My Commission expires _____

Acceptance is authorized by and in accordance with Resolution Number _____

This Instrument Drafted By:
Michael P. Born, WI PLS S-2984
City of Sheboygan

EXHIBIT B
SEWER EASEMENT
DESCRIPTION

PART OF LOT 2 OF SOUTH PIER PLAT AND PART OF THE
VACATED SOUTH PIER DRIVE RIGHT OF WAY
LOCATED IN PART OF GOVERNMENT LOT 1 IN
SECTION 26, TOWN 15 NORTH - RANGE 23 EAST,
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

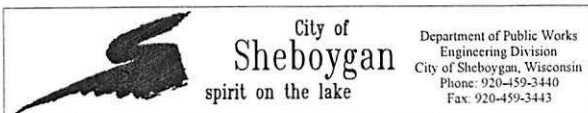
A part of Lot 2 of South Pier plat, recorded in Volume 15 on Pages 174-175 of Plats as Document 1709640 in the Sheboygan County Register of Deeds Office, and part of the vacated South Pier Drive right of way, located in part of Government Lot 1 in Section 26, Town 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin and being more particularly described as follows:

Commencing at the Northwest corner (at South 8th Street) of said Lot 2, thence North 71°20'04" East along the North line of said Lot 2, a distance of 390.49 feet to the Point of Beginning;
thence continuing North 71°20'04" East along said North line of said Lot 2 a distance of 32.60 feet;
thence North 40°37'08" East a distance of 6.32 feet;
thence South 00°00'00" East a distance of 120.09 feet to the Northerly right of way line of South Pier Drive;
thence Southwesterly 13.88 feet along said Northerly right of way line and the arc of a curve to the right having a radius of 187.00 feet and a chord which bears South 65°03'56" West, a distance of 13.88 feet, to a Point of Tangency;
thence South 67°11'33" West along said Northerly right of way line a distance of 24.31 feet;
thence North 00°00'00" West a distance of 120.13 feet to said North line of said Lot 2 and the Point of Beginning for this description.

The above described lands contain 0.0955 acres (4,158 square feet) of land, more or less.

End of description.

DESCRIPTION PREPARED BY: MICHAEL P. BORN, PLS DATE: 9/14/21



**RELEASE OF
EASEMENT AGREEMENT**

RE: An Easement Agreement recorded on June 5, 1936 in Volume P of Records on Pages 222-223 as Document No. 337869.

Pursuant to Wis. Stat. 236.293, the undersigned, **City of Sheboygan**, hereby releases all right, title, and interest which it may have in the Easement Agreement located on "that portion of vacated South 7th Street lying between the present west line of South 7th Street and the east line of Block 239, and between the north line of South Water Street and the south dock of the Sheboygan River," or what is now Lot 2 of South Pier plat recorded in Volume 15 of Plats on Pages 174-175 as Document No. 1709640. The Easement Agreement was recorded on June 5, 1936 in Volume P of Records on Pages 222-223 as Document No. 337869 a copy is attached as "Exhibit A."

Name and Return Address:
City of Sheboygan
City Attorney's Office
828 Center Ave, Suite 210
Sheboygan, WI 53081

Part of 59281322038
Parcel Identification Number (PIN)

Authorized by Resolution _____

Adopted by the City of Sheboygan on the _____ day of _____, 2021.

City of Sheboygan

Ryan Sorenson, Mayor

Meredith DeBruin, City Clerk

STATE OF WISCONSIN)
) SS
SHEBOYGAN COUNTY)

Personally came before me this _____ day of _____, 2021, the above named **Ryan Sorenson** and **Meredith DeBruin**, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission expires _____

THIS INSTRUMENT DRAFTED BY:
Michael P. Born, WI PLS S-2984
City of Sheboygan

EXHIBIT A

the period of construction of said sewer; but after said sewer has been constructed the right of the Party of the Second Part so to use said premises and adjacent lands for purposes of maintenance and repair, shall be limited to such reasonable use as is consistent with the use of the premises, future as well as present, through which said sewer is laid, by the owner or owners thereof, and in any event such use shall be with the least inconvenience practicable to the Party of the First Part, its successors, or assigns.

The easement and rights herein granted to the Party of the Second Part are subject to the condition that the Party of the Second Part will indemnify and save harmless the Party of the First Part against any claims which may be made against the Part of the First Part for damages to person or property as the result of any acts of the Party of the Second Part, its officers, agents, employes and contractors in the exercise or attempted exercise of any of the rights given the Party of the Second Part under this agreement upon the premises of the Party of the First Part; and is subject to the further condition that the Party of the Second Part will promptly compensate the Party of the First Part for any damages sustained to the property of the latter (other than the depreciation in the value of said premises due to the granting of the easement) by reason of any acts of the Party of the Second Part, its officers, agents, employes or contractors in exercising any of the rights given the Party of the Second Part hereunder, and for any damages sustained to the property of the Party of the First Part as the result of the bursting, overflowing or leaking of any sewers laid in or upon the premises of the Party of the Second Part pursuant to this agreement.

The Party of the Second Part as further consideration for the granting of this easement by the Party of the First Part does covenant and agree to perform all covenants and conditions on its part to be performed hereunder.

This agreement shall be binding upon the successors and assigns of the parties hereto. IN WITNESS WHEREOF, said Party of the First Part has caused these presents to be signed by Walter Grasse, its President, and Geo. W. Froehlich, its secretary, and its corporate seal to be hereunto affixed, and the Party of the Second Part has caused these presents, to be signed by W. M. Sonnenburg, its Mayor, and countersigned by Erwin Mohr, City Clerk, thereunto duly authority by proper resolution adopted by the City Council of the City of Sheboygan, and its corporate seal to be hereunto affixed the day and year first above written.

In presence of: E. J. Green Virginia Krause CORPORATE SEAL THE SHEBOYGAN DAIRY PRODUCTS CO. By Walter Grasse President. Countersigned: Geo. W. Froehlich Secretary.

In presence of: Melvin Mohr Jake Klein CORPORATE SEAL CITY OF SHEBOYGAN By Willard M. Sonnenburg Mayor. Countersigned: Erwin Mohr Clerk.

STATE OF WISCONSIN) SHEBOYGAN COUNTY) ss.

Personally came before me this 2 day of June, A. D., 1936, Walter Grasse, President and Geo. W. Froehlich, Secretary, of the above named Sheboygan Dairy Products Company, to me known to be the persons who executed the foregoing instrument in behalf of said Sheboygan Dairy Products Co., and to me known to be such President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(Seal) Leo Hettinger Notary Public, Sheboygan County, Wis. My Commission Expires Dec. 24, 1939.

STATE OF WISCONSIN) SHEBOYGAN COUNTY) ss.

Personally came before me this 5 day of June, A. D., 1936, W. M. Sonnenburg, Mayor and Erwin Mohr, City Clerk, of the above named City, to me known to be the persons who executed the foregoing instrument, and to me known to be such Mayor and City Clerk of said City of Sheboygan, Wisconsin, and acknowledged that they executed the foregoing instrument as such officers as the deed of said City, by its authority.

(Seal) Reuben Pfister Notary Public, Sheboygan County, Wis. My Commission Expires 5/22/38

Received for Record at 2.02 P. M. June 5, 1936. Alice M. Adams Register

0-0-0-0

337869

EASEMENT AGREEMENT THIS INDENTURE, made this 23 day of May, A. D., 1936, by and between THE C. REISS COAL COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, Party of the First Part, and the CITY OF SHEBOYGAN, a municipal corporation in Sheboygan County, Wisconsin, Party of the Second Part: WITNESSETH: That the said Party of the First Part for and in consideration of the sum of One Dollar (\$1.00) to it paid by the Party of the Second Part, receipt of which is hereby confessed and acknowledged, does hereby grant to the Party of the Second Part the right to lay, operate and forever maintain an intercepting and main sewer for the collection and transmission of house, industrial and other sewage in and across a strip of land twenty feet wide and described as follows, to-wit: That portion of vacated South 7th Street lying between the present west line of South 7th Street and the east line of Block 239, and between the north line of South Water Street and the south dock of the Sheboygan River. Excepting and reserving, and subject to, the right of the Party of the First Part, its successors or assigns, to construct erect and maintain at any time in the future a building or buildings, or other structures including proper foundations, on, along and over said right of way, and on, along and over any sewer or other structure that may be constructed on said right of way by the Party of the Second Part, its successors or assigns, including the right to occupy, dispose of or otherwise exercise the rights of ownership in and to said right of

way which does not interfere with the existence and operations of said sewer.

It is expressly understood and agreed, and is of the essence of this agreement, that any building or buildings, or other structures, including proper foundations therefor, to be constructed by the Party of the First Part, its successors or assigns, on, along and over the above described right of way, shall be so constructed as not to impair, damage or in any way interfere with the existence and operation of said sewer; and that any additional construction costs necessarily incurred by the Party of the First Part, its successors or assigns, in the erection of such building or buildings, or other structures, including proper foundations therefor, by reason of the presence of said sewer or for the protection of the same, shall be borne by the Party of the Second Part.

The Party of the Second Part for the purpose of constructing said sewer, shall have the right to enter, pass over and use said premises and the land adjacent thereto for the transportation, laying down and storage of materials, tools and equipment, the depositing and removal of excavating materials, and for other purposes incidental to the work, during the period of construction of said sewer; but after said sewer has been constructed the right of the Party of the Second Part so to use said premises and adjacent lands for purposes of maintenance and repair, shall be limited to such reasonable use as is consistent with the use of the premises, future as well as present, through which said sewer is laid, by the owner or owners thereof, and in any event such use shall be with the least inconvenience practicable to the Party of the First Part, its successors or assigns.

The easement and rights herein granted to the Party of the Second Part are subject to the condition that the Party of the Second Part will indemnify and save harmless the Party of the First Part against any claims which may be made against the Party of the First Part for damages to person or property as the result of any acts of the Party of the Second Part, its officers, agents, employees and contractors in the exercise or attempted exercise of any of the rights given the Party of the Second Part under this agreement upon the premises of the Party of the First Part; and is subject to the further condition that the Party of the Second Part will promptly compensate the Party of the First Part for any damages sustained to the property of the latter (other than the depreciation in the value of said premises due to the granting of the easement) by reason of any acts of the Party of the Second Part, its Officers, agents, employees or contractors in exercising any of the rights given the Party of the Second Part hereunder, and for any damages sustained to the property of the Party of the First Part as the result of the bursting, overflowing or leaking of any sewers laid in or upon the premises of the Party of the Second Part pursuant to this agreement.

The Party of the Second Part as further consideration for the granting of this easement by the Party of the First Part does hereby agree to perform all covenants and conditions on its part to be performed hereunder.

This agreement shall be binding upon the successors and assigns of the parties hereto IN WITNESS WHEREOF, said Party of the First Part has caused these presents to be signed by W. A. Reiss, its President, and A. Leicht, its Secretary, and its corporate seal to be hereunto affixed, and the Party of the Second Part has caused these presents to be signed by W. M. Sonnenburg, its Mayor and countersigned by Erwin Mohr, its City Clerk, thereunto duly authorized by proper resolution adopted by the City Council of the City of Sheboygan, and its corporate seal to be hereunto affixed the day and year first above written.

In presence of:
M. Muehlbauer
E. M. Gartman

CORPORATE
SEAL

THE C. REISS COAL COMPANY,
By W. A. Reiss
President

Countersigned:
By A. Leicht
Secretary

In presence of:
Melvin Mohr
Jake Klein

CORPORATE
SEAL

CITY OF SHEBOYGAN,
By Willard M. Sonnenburg
Mayor.

Countersigned:
By Erwin Mohr
Clerk.

STATE OF WISCONSIN)

(ss.

SHEBOYGAN COUNTY)

Personally came before me this 23 day of May, A. D., 1936, W. A. Reiss, President, and A. Leicht, Secretary, of the above named C. Reiss Coal Co., to me known to be the persons who executed the foregoing instrument in behalf of said C. Reiss Coal Co., and to me known to be such President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(Seal)

Arno A. Landwehr
Notary Public, Sheboygan County, Wis.
My Commission Expires Sept. 18-1938

STATE OF WISCONSIN)

(ss.

SHEBOYGAN COUNTY)

Personally came before me this 5 day of June, A. D. 1936, W. M. Sonnenburg, Mayor, and Erwin Mohr, City Clerk, of the above named City, to me known to be the persons who executed the foregoing instrument, and to me known to be such Mayor and City Clerk of said City of Sheboygan, Wisconsin, and acknowledged that they executed the foregoing instrument as such officers as the deed of said City, by its authority.

(Seal)

Reuben Pfister
Notary Public, Sheboygan County, Wis.
My Commission Expires 5/22/38

Received for Record at
2:02 P. M. June 5, 1936.

Alice M. Adams Register

338056

EASEMENT

0-0-0-0

In consideration of Twenty-nine and no/100 Dollars, (\$29.00) the undersigned grant to WISCONSIN TELEPHONE COMPANY the Plank Road Telephone Company the following privileges:

To erect and maintain their poles, wires, anchors and other appliances necessary in the conduct of their business approximately forty-six feet north of the center line of the highway, which is approximately one foot north of the north line of said highway, being both on and over land owned by the undersigned and described as follows: the south four rods of the southwest one quarter of the southwest one quarter of section twenty-three, township fifteen north, range twenty-one east, in the town of Plymouth County of Sheboygan Wisconsin; to trim at any time all trees along the land above described so as to clear the wires at least ten (10) feet except one apple and two pear trees, which may be trimmed not lower than a point twenty feet above the ground.. Storm fixture may extend four feet each side of pole line at cross fence.

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the Director of Public Works to execute a contract with Graef-USA Inc. for the development of a Comprehensive Outdoor Recreation Plan Update.

REPORT PREPARED BY: Joseph Kerlin, Parks & Forestry Superintendent

REPORT DATE: September 23, 2021

MEETING DATE: September 28, 2021

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: 10153000-521900
10132100-521900
26653000-631100
Budget Summary: N/A
Budget \$50,000
Expenditure:
Budgeted Revenue: N/A

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

BACKGROUND / ANALYSIS: The Department of Public Works has applied for and has received a \$25,000 grant from the Wisconsin Coastal Management Program. The grant is a 50/50 matching grant so the State provides \$25,000 for the below project and the Grantee provides \$25,000 for the project.

The grant will be used to support the development of an updated Comprehensive Outdoor Recreation Plan. The plan is a five-year park and open space plan that consists mainly of capital expenditures. Keeping a current plan not only provides an assessment of recreational facilities and current needs but it also allows the city to be eligible for certain recreation grant programs administered through the Wisconsin Department of Natural Resources and other state/federal agencies.

STAFF COMMENTS: Public Works staff worked with Graef in 2020 to update the Jaycee Park Master Plan. Staff would now like to work with Graef to update the City's Comprehensive Outdoor Recreation Plan. A large part of the plan will be reaching out to the public for their input. The City will start working with Graef immediately with a completion date of June 30, 2022.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 64-21-22 authorizing the Director of Public Works to execute a contract with Graef-USA Inc. for the development of a Comprehensive Outdoor Recreation Plan Update.

ATTACHMENTS:

- I. Res. No. 64-21-22
- II. Comprehensive Outdoor Recreation Plan Update
- III. Graef-USA Inc.'s Terms and Conditions

III

DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE

Res. No. 64 - 21 - 22. By Alderpersons Dekker and Perrella.
September 28, 2021.

A RESOLUTION authorizing the Director of Public Works to execute a contract with Graef-USA Inc. for the development of a Comprehensive Outdoor Recreation Plan Update.

RESOLVED: That the Director of Public Works is hereby authorized to execute a contract with Graef-USA Inc. in substantially similar form to that attached, for the development of a Comprehensive Outdoor Recreation Plan Update.

BE IT FURTHER RESOLVED: That the appropriate City officials may draw funds in payment of this contract from the accounts set forth below:

Account No. 10153000-521900	\$20,000
Account No. 10132100-521900	\$10,000
Account No. 26653000-631100	\$20,000

PW

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



The Avenue
275 West Wisconsin Avenue, Suite 300
Milwaukee, WI 53203
414 / 259 1500
414 / 259 0037 fax
www.graef-usa.com

collaborāte / formulāte / innovāte

September 14, 2021

Joe Kerlin
Superintendent of Parks and Forestry
City of Sheboygan, WI - DPW
2026 New Jersey Avenue
Sheboygan, WI 53081
920-459-3459
Joe.kerlin@sheboyganwi.gov

SUBJECT: Comprehensive Outdoor Recreation Plan (CORP) Update

Dear Mr. Kerlin:

We are very pleased to provide you with this proposal for professional services. When accepted, this proposal will become the formal Agreement between Graef-USA Inc. (GRAEF) and City of Sheboygan (Client).

This proposal is for a Comprehensive Outdoor Recreation Plan (CORP) Update (Project). It is subject to GRAEF's Terms and Conditions, a copy of which is attached and incorporated by reference.

It is our understanding that the nature of the Project is to prepare an update to the "City of Sheboygan—Comprehensive Outdoor Recreation Plan 2016-2020."

For this Project, GRAEF proposes to provide the following Basic Services:

- 1) Phase 1: Initiation & Discovery
 - a) Conduct an audit/assessment of the existing "City of Sheboygan—Comprehensive Outdoor Recreation Plan 2016-2020" ("2016 Plan").
 - b) Host a project initiation meeting with city staff.
 - c) Create a city-wide recreation facility map.
 - d) Update outdoor recreation supply inventory (updated from the 2016 Plan).
 - e) Create project website using "Social Pinpoint" (or "Bang the Table") virtual community engagement platform.
 - f) Conduct public meetings in city parks (up to three), topics to include: SWOT analysis & listening session.
 - g) Conduct online public survey, mapping, and comment modules.
 - h) Facilitate committee meetings (up to two). Topics to include: 1) Kick off and SWOT analysis, 2) Review of community engagement results/summary and overview of goals.
 - i) Attend staff meetings, via teleconference (up to two).
- 2) Phase 2: Recommendations
 - a) Create document layout with goal of a simple, easy to use plan.

- b) Update goals and objectives from the 2016 Plan.
- c) Update social characteristics from the 2016 Plan.
- d) Update physical characteristics from the 2016 Plan.
- e) Update outdoor recreation needs assessment from the 2016 Plan.
- f) Review and recommend waterfront and sustainability elements, such as: waterfront landscape requirements and standards in the parks; green infrastructure and stormwater management in the parks; and coast-wide program and project opportunities. This can be completed as a stand-alone or "pull-out section" of the CORP document, or integrated into the CORP.
- g) Update recommendations from the 2016 Plan, including 5-year action plan and funding programs.
- h) Prepare a "traveling display" of the final recommendations that may be displayed at City Hall, library, or other public/neighborhood locations to promote public participation at the final meeting.
- i) Facilitate committee meetings (up to two). Topics to include: 1) Review of goals and recommendations, 2) Final document/recommendations review.
- j) Attend staff meetings, via teleconference (up to two).
- k) Present plan at a Plan Commission or Common Council meeting.

Note: The GRAEF team's work is to be considered complete whether or not the project work is brought to the Common Council for approval or adoption, which is considered outside the scope of this project work.

GRAEF will endeavor to perform the Basic Services within nine (9) months of receiving a signed agreement.

It is our understanding that you will provide the following services, items and/or information:

- 1) Provide location, logistics, notices, and promotion for public meetings.
- 2) Provide promotion of project website and survey.
- 3) Provide available GIS data relevant to park facilities, zoning, and land use.
- 4) Provide timely review and response to material.

You agree to compensate GRAEF for all basic services noted above a lump sum of \$50,000, including expenses.

To accept this proposal, please sign and date below and return one copy to us.

We look forward to working with you on this project. Please call us at 920-405-3821 if you have any questions regarding this proposal.

[Signature page follows]



collaborate / formulate / innovate

Sincerely,

Graef-USA Inc.

Accepted by:
City of Sheboygan

Kristan F. Grygiel Sanchez
Project Manager | Market Area Leader

(Signature)

(Name Printed)

Brent T. Pitcher
Infrastructure Group Leader | Principal

(Title)

(Date)

G:\Mkt\Proposals & SOQs\MIL\MUN\Sheboygan, City of_Comprehensive Outdoor Recreation Plan_10_0921\Proposal



Graef-USA Inc.'s TERMS AND CONDITIONS

These Terms and Conditions are material terms of the Professional Services Agreement proposed on September 14, 2021 (Agreement) by and between Graef-USA Inc. (GRAEF) and City of Sheboygan (Client):

Standard of Care: GRAEF shall exercise ordinary professional care in performing all services under this Agreement, without warranty or guarantee, expressed or implied.

Client Responsibilities: Client shall at all times procure and maintain financing adequate to timely pay for all costs of the PROJECT as incurred; shall timely furnish and provide those services, items and/or information defined in Agreement, as amended, and shall reasonably communicate with and reasonably cooperate with GRAEF in its performance of this Agreement. GRAEF shall be entitled to rely on the accuracy and completeness of any services, items and/or information furnished by Client. These terms are of the essence. Client shall indemnify, defend and hold GRAEF, its present or former officers, employees and subconsultant(s), fully harmless from any liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with errors, omissions or deficiencies in the services, items and/or information Client is obliged to furnish in respect of this Agreement.

Limitation of Liability: Client and GRAEF agree that GRAEF's liability for any direct, indirect, incidental or consequential economic losses or damages arising under or in connection with this agreement (including any attorney's fees or claims expenses) shall be limited to the sum of one million dollars (\$1,000,000.00).

Additional Services: Client may request or it may become necessary for GRAEF or its subconsultant(s) to perform Additional Services in respect of this Agreement. Client shall pay for such Additional Services above and beyond charges for Basic Services set forth in this Agreement. GRAEF will notify Client in advance of GRAEF's intention to render Additional Services. Client shall have fifteen (15) days to accept or reject any Additional Services proposed by GRAEF. In the event that Client does not respond within fifteen (15) days, Client shall be deemed to have rejected the Additional Services. Client's acceptance of Additional Services and agreement to pay for such Additional Service in accordance with the Invoicing & Payment terms of this Agreement.

Collection Costs: Client shall pay all collection costs GRAEF incurs in order to collect amounts due from Client under this Agreement. Collection costs shall include, without limitation, reasonable attorney's fees and expenses, collection agency fees and expenses, court fees, collection bonds and reasonable GRAEF staff costs at standard billing rates for GRAEF's time spent in efforts to collect. Client's obligation to pay GRAEF's collection costs shall survive the term of this Agreement or the earlier termination by either party.

Invoicing & Payment: GRAEF shall issue invoices for services on a monthly basis. Client shall remit payment within thirty (30) days of receipt of the invoice. **Prompt and full payment of all periodic invoices or other billings issued by GRAEF pursuant to this Agreement is of the essence of this Agreement.** In the event that Client fails to promptly and fully pay any invoice as and when due, then, and in addition to any other remedies allowed by law, GRAEF, may, in its sole discretion, suspend performance of all services under this Agreement upon seven (7) calendar days' written notice to Client, and immediately invoice Client for all unbilled work-in-progress rendered and other expenses incurred. Upon GRAEF's receipt of full payment, in good funds and without offset, of all sums invoiced in connection with any such declaration of suspension, GRAEF shall resume services, **provided that** the time schedule and compensation under this Agreement shall be equitably adjusted in a manner acceptable to GRAEF to compensate GRAEF for the period of suspension plus any other reasonable and necessary time and expenses GRAEF suffers or incurs to resume services. No failure by GRAEF to exercise its right to suspend work and accelerate sums due shall in any way waive or abridge Client's obligations to GRAEF or GRAEF's rights to later suspend work and accelerate terms. Client agrees GRAEF shall incur no liability whatsoever to Client, or to any other person, for any loss, cost or expense arising from any such suspension by GRAEF, either directly or indirectly. In addition, simple interest shall accrue at the lower of 1.5% per month (18% per annum), or the maximum interest rate allowable by law, on any invoiced amounts remaining unpaid for more than 60 days from the date of the invoice. Payments made shall be allocated as follows: (1) first to unpaid collection costs; (2) second to unpaid accrued interest; and (3) last to unpaid principal of the oldest invoice.

Latent Conditions: Client acknowledges that subsurface or latent physical conditions at the site that differ materially from those indicated in the project documents, or unknown or unusual conditions that materially differ from those ordinarily encountered may exist. If such latent conditions require a change in the design or the construction phase services, GRAEF shall be entitled to a reasonable extension of time to evaluate such change(s) and their impact on the project and to prepare such additional design documents as may be necessary to address or respond to such latent conditions. Client shall pay GRAEF for all services rendered and reimbursable expenses incurred by GRAEF and its subconsultant(s), if any, to address, respond to or repair such latent conditions. Such services by GRAEF or its subconsultant(s) shall constitute Additional Services.



Graef-USA Inc.'s TERMS AND CONDITIONS (continued)

Insurance: GRAEF shall procure and maintain liability insurance policies, including professional liability (of \$1,000,000 per claim), commercial general liability (of \$1,000,000 per occurrence and \$2,000,000 in the aggregate), automobile liability (of \$1,000,000), and workers' compensation insurance (in accordance with statutory limits) for the duration of this Agreement and shall, upon execution of the Agreement, produce certificates evidencing the maintenance of such coverages. Should Client desire additional insurance, GRAEF shall endeavor reasonably to procure and maintain such additional insurance, but Client shall reimburse GRAEF for any additional premiums or other related costs that GRAEF incurs.

Instruments of Service: Under this Proposal, the expectation is that GRAEF will provide Client with professional planning services, such as updating an existing Master Plan and development of a new Neighborhood Plan. Documents prepared for Client that relate to professional planning services shall become the property of Client. The Parties recognize that GRAEF has the capacity to handle engineering services as well. Although the Parties do not expect this Project to include engineering services, if engineering services are incorporated into this Project, no engineering documents prepared for Client by GRAEF or GRAEF's independent professional associate(s) and subconsultant(s) pursuant to this Agreement (including computer files, drawings, specifications, and reports) ("Engineering Documents") are intended or represented to be suitable for reuse by Client, unless GRAEF specifically consents to such reuse. Client's reuse of Engineering Documents shall be at Client's sole risk and responsibility.

Contractor Submittals: The scope of any review or other action taken by GRAEF or its subconsultant(s) in respect of any contractor submittal, such as shop drawings, shall be for the limited purpose of determining if the submission generally conforms with the overall intent of the design of the work that is the subject of this Agreement, but not for purposes of determining accuracy, completeness or other details such as dimensioning or quantities, or for substantiating instructions or performance of equipment or systems. GRAEF shall not be liable or responsible for any error, omission, defect or deficiency in any contractor submittal.

Pricing Estimates: Neither GRAEF nor Client has any control over the costs of labor, materials or equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, GRAEF cannot and does not warrant or represent that bids or negotiated prices will not vary from any projected or established budgetary constraints.

Construction Observation: The Parties do not expect the Project to include construction. Unless expressly stated in this Agreement, GRAEF shall have no responsibility for Construction Observation. If Construction Observation services are performed, GRAEF's visits to the construction site shall be for the purpose of becoming generally familiar with the progress and quality of the construction, and to determine if the construction is being performed in general accordance with the plans and specifications. Unless expressly stated in a Scope of Work, GRAEF shall have no obligation to "inspect" the work of any contractor or subcontractor and shall have no control or right of control over and shall not be responsible for any construction means, methods, techniques, sequences, equipment or procedures (including, but not limited to, any erection procedures, temporary bracing or temporary conditions), or for safety precautions and programs in connection with the construction. Also, unless as expressly stated in a Scope of Work, GRAEF shall have no obligation for any defects or deficiencies or other acts or omissions of any contractor(s) or subcontractor(s) or material supplier(s), or for the failure of any of them to carry out the construction in accordance with the contract documents, including the plans and specifications. Unless expressly stated in a scope of work, GRAEF is not authorized to stop the construction or to take any other action relating to jobsite safety, which are solely the contractor's rights and responsibilities.

Dispute Resolution: GRAEF and Client shall endeavor to resolve all disputes first through direct negotiations between the parties' informed and authorized representatives, then through mediation. If mediation fails to fully resolve all disputes within 120 calendar days of the first written request for mediation, either party may pursue any remedy it deems appropriate to the circumstances.

No Assignment: This Agreement is not subject to assignment, transfer or hypothecation without the written consent of both parties expressly acknowledging such assignment, transfer or hypothecation.

Governing Law: This Agreement, as amended, and any disputes or controversies arising in connection with this Agreement shall be governed and resolved by the laws of the State of Wisconsin, without regard to said state's choice of law rules.

Severance of Clauses: In the event that any term, provision or condition of this Agreement is void or otherwise unenforceable under the law governing this Agreement, then such terms shall be stricken and the balance of this Agreement shall be interpreted and enforced as if such stricken terms never existed.

Integrated Agreement: The parties' final and entire agreement is expressed in the attached proposal letter and these Terms and Conditions. All prior oral agreements or discussions, proposals and/or negotiations between the parties are merged into and superseded by this Agreement. No term of the parties' Agreement may be orally modified, amended or superseded.

III

DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE

Res. No. 65 - 21 - 22. By Alderpersons Dekker and Perrella.
September 28, 2021.

A RESOLUTION authorizing the Director of Public Works to execute a contract with Foth Infrastructure and Environment, LLC for services related to the South Side Sanitary Sewer Facility Plan.

RESOLVED: That the Director of Public Works is hereby authorized to execute a contract with Foth Infrastructure and Environment, LLC in substantially similar form to that attached, for design services related to the South Side Sanitary Sewer Facility Plan.

BE IT FURTHER RESOLVED: That the appropriate City officials may draw funds, not to exceed \$56,000, from Account No. 60134110-521900 in payment of this contract.

BE IT FURTHER RESOLVED: That the Director of Public Works or the Director's designee is appointed as the City's Authorized Representative pursuant to Section 2.2 of the contract with Foth Infrastructure and Environment, LLC.

PW

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



Project Title (the "Project"): South Side Sewer (SSS) Facility Plan FOTH Project Number: _____
 CLIENT Project Number: _____
 (If applicable) _____

This Agreement for Services (hereinafter "Agreement") is made and entered into this 23 day of October, 2021, by and between **FOTH INFRASTRUCTURE & ENVIRONMENT, LLC**, (hereinafter "Consultant") and **CITY OF SHEBOYGAN, WI**, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

CLIENT: City of Sheboygan, WI
 Address: Department of Public Works, 2026 New Jersey Avenue, Sheboygan, WI 53081-4714
 Phone No: 920-459-3368 Email Address: Ryan.Sazama@sheboyganwi.gov

Scope of Services: Client hereby agrees to retain Consultant to perform the following Services:

Engineering services necessary to prepare a state WDNR format facility plan for the South Side Sewer. The plan will be based on flows and a portion of the routing identified by a consultant previously retained by the Client. The new routing will be augmented as described in a November 20, 2020 Foth technical memo and per the below summary.

Preparation and Submittal of a WDNR Format Facility Plan

1. Project Kick-off Meeting (on-site)
2. Facility Plan
 - a. Route Analysis – Alliant Corridor
 - i. TOPO (Existing LIDAR)
 - ii. Environmental
 - iii. Historical
 - iv. Endangered Species
 - b. Verify Plan and Profile inverts can convey the consultant’s previously identified trunk sewers that will serve the southern limits of the identified sewershed
 - c. Alignment Alternatives Analysis
 - d. Investigate the viability of routing all, or portions of, the Business Dr/Camelot Interceptor through the new interceptor
 - e. Cost Estimates for each Alternative Alignment with a present worth analysis and summary
 - f. Draft Facility Plan
 - i. Submit Draft Facility Plan to Client for Review and Comments
 - g. Finalize Facility Plan
3. Final Facility Plan to DNR for Review
 - a. Address DNR Comments
4. Submit Final Facility Plan to DNR

Schedule: Services shall be performed according to the following schedule:

Signed Agreement between Foth & Client – early October 2021.
Scope Items 1 thru 4 Above - to begin immediately following Signed Agreement, anticipated 10/5/21.
WDNR Submittal – 6 months from notice to proceed, anticipated March 2022
WDNR--TBD

Compensation: In consideration of these Services, the Client agrees to pay Consultant compensation as follows:

- Lump-Sum in the amount of \$ _____ .00
- Unit Cost/Time Charges (Standard Rates)
- Other as stated here: Billed hourly per standard current year rates.
- Estimated total fee range for the above Scope of Services is: \$53,000 - \$56,000

Special Conditions (if any):


The attached Agreement for Services Standard Terms and Conditions, along with any Exhibits, is made a part hereof and incorporated into this Agreement.


IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

CLIENT

Signed: _____
Name (printed): _____
Title: _____
Date: _____

CONSULTANT

Signed:  _____
Name (printed): Thomas J. Ludwig, PE
Title: State Operations Director
Date: 9/23/2021

Signed:  _____
Name (printed): Carrie L. Voskuil (TN)
Title: Contracts Manager
Date: 9/23/2021

**AGREEMENT FOR SERVICES
STANDARD TERMS AND CONDITIONS**

1.0 Commencement of Services - The Services will commence consistent with the schedule referenced herein or as otherwise agreed to by the parties, upon receipt of this signed Agreement. If after commencement of the Services, the Project is delayed for any reason beyond the control of Consultant for more than sixty (60) days, the terms and conditions contained herein are subject to revision by Consultant.

1.1 Standard of Care - The standard of care for any professional Services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no other warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by Consultant. Subject to the standard of care, Consultant and its sub-consultants may use and rely upon data, reports, design elements and information ordinarily or customarily furnished by others, including, but not limited to Client, Client's other contractors or consultants, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Consultant shall not be required to sign any document, no matter by whom requested, that would result in the Consultant having to certify, guarantee, or warrant the existence of conditions whose existence the Consultant cannot ascertain.

1.2 Compliance with Laws - In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state, and local statutes, ordinances, plans, and regulations.

2.0 Client Responsibilities - Client shall provide, at Client's expense, all criteria, design, and construction standards including full information as to Client's requirements for the Project, including all document specifications. The provision or production of such data or information is not included in the Services, except where explicitly referenced in the Scope of Services. As stated in Section 1.1, Consultant shall be entitled to rely upon such data and information in the performance of the Services and shall not be liable for any incorrect advice, judgment or decision based on any inaccurate information furnished by Client, Client's agents or Client's other consultants. Such data and information shall include but not be limited to the following:

- a. If not included in the Scope of Services, a complete survey of the Project site which shall include but not be limited to easements, right-of-way, encroachments, zoning and deed restrictions, subterranean structures or utilities, existing buildings and improvements.
- b. If not included in the Scope of Services, soils data, laboratory tests, reports and inspections of samples, materials or other items, with appropriate professional interpretations.
- c. Legal counseling services necessary for the Project including legal review of the construction contract documents.
- d. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
- e. If not included in the Scope of Services, permits and approvals from any authorities having jurisdiction over the Project.

2.1 Right of Entry - Client shall provide for entry for the employees, agents and subcontractors of Consultant and for all necessary equipment.

2.2 Client Authorized Representative - Client shall designate a person authorized to act as Client's representative. Client or his representative shall receive and examine documents submitted by Consultant and shall be empowered to interpret and define Client's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of Consultant's Services. Client shall give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project, Services or other event which may substantially affect Consultant's performance of Services under this Agreement.

3.0 Fees and Payment

3.1 Invoice Payment Due - Client shall compensate Consultant for Services and expenses rendered under this Agreement. Consultant's fee for Services will be based on Consultant's rates currently in effect at the time the Services are done; lump sum or other schedules as identified under the Compensation section. Rates of Consultant are subject to annual revision. Payment shall be due within thirty (30) days after the date of invoice describing the Services performed and expenses incurred during the preceding invoice period.

3.2 Failure to Pay - Client agrees that timely payment is a material term of this Agreement and that failure to make timely payment as agreed constitutes a breach hereof. In the event payment for Services rendered has not been made within thirty (30) days from the date of invoice, Consultant may, after giving seven (7) days' written notice to Client and without penalty or liability of any nature, and without waiving any claim against Client, suspend all work on all Services as set forth herein. Upon receipt of payment in full for Services rendered, plus interest charges, Consultant will continue with Services. Payment of all compensation due Consultant pursuant to this Agreement shall be a condition precedent to Client using any of Consultant's work product and/or deliverables under this Agreement.

3.3 Interest on Late Payments - In order to defray carrying charges resulting from delayed payments, simple interest at the maximum rate allowed by law will be added to the unpaid balance of each invoice. The interest period shall commence thirty (30) days after the date of the original invoice and shall terminate upon date of payment. Payments will be first credited to interest and then to principal.

4.0 Insurance/Limitation of Consultant's Liability - Consultant will maintain the following insurance coverages:

- a. Worker's compensation insurance pursuant to state law.
- b. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- c. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of Consultant or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- d. Professional liability insurance, if applicable, of \$1,000,000 per claim and in the aggregate.

4.1 Liability Limits - Notwithstanding any provision in this Agreement to the contrary, Client and Consultant each agree not to assert against the other any claim, demand or suit for consequential, incidental, indirect or special damages arising from any aspect of the performance or nonperformance of the other party or any third-party engaged by such other party under this Agreement, and each party hereto waives any such claim, demand or suit against the other in connection with this Agreement.

4.2 Waiver of Subrogation - To the extent permitted by the parties' respective insurance policies in place on the effective date of this Agreement and subsequently renewed on the same or substantially similar terms¹, both parties hereby waive all rights against each other for recovery of any damages caused by casualty or other perils to the extent covered by that party's insurance (i.e., damage to the Client covered by the Client's insurance and damage to Consultant covered by Consultant's insurance) applicable to the work done pursuant to this Agreement, except such rights as the party may have to the proceeds of the insurance and to the extent necessary to recover amounts relating to deductibles or self-insured retentions applicable to insured losses.

5.0 Indemnification - Consultant, to the fullest extent permitted by law, shall indemnify and defend Client and any of Client officers, directors, employees and agents from and against claims, losses, damages, and liabilities, including legal fees and expenses, for third party claims of bodily injury, sickness, or death, and property damage or destruction to the extent caused by the negligent acts or omissions of Consultant or Consultant's separate contractors or anyone for whose acts any of them may be liable.

6.0 Hazardous Materials - Client hereby understands and agrees that Consultant has neither created nor contributed to the creation or existence of any types of hazardous or toxic wastes, materials, chemical compounds,

¹ While neither party expects the Client's insurance policy through Municipal Property Insurance Company ("MPIC") to be relevant to this Agreement, the parties note that the Client cannot waive subrogation of its MPIC policy.

or substances, or any other type of environmental hazard or pollution ("Hazardous Materials"), whether latent or patent, at Client's premises, or in connection with or related to the Project with respect to which Consultant has been retained to provide Services. Therefore, to the fullest extent permitted by law, except for Hazardous Materials introduced onto the site by Consultant and not required or permitted in the performance of Consultant's Services, Client agrees to indemnify, and hold Consultant, its officers, directors, shareholders, employees, and Consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, consequential or otherwise, including, but not limited to, attorney fees and court costs, arising out of, or resulting from the discharge, escape or release, of Hazardous Materials. Nothing contained within this Agreement shall be construed or interpreted as requiring Consultant to assume the status of a generator, transporter, or owner or operator of a treatment, storage or disposal facility, as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

7.0 Design Without Construction Phase Services - Notwithstanding any provisions in this Agreement to the contrary, if this Project involves construction and Consultant is not retained to provide construction phase services including, but not limited to, observation, site visits, shop drawing review, and design clarifications, Client agrees that Consultant shall be responsible only for those construction phase services expressly required in Consultant's Scope of Services. With the exception of such expressly required Services, Consultant shall have no design, shop drawing review, or other obligations during construction, and Client assumes all responsibility for construction phase services. Client waives all claims against the Consultant that may be connected in any way to construction phase services except for those Services that are expressly required in Consultants Scope of Services.

8.0 Documents- Ownership of Work Product and Proprietary Information - The deliverables prepared under this Agreement shall become the property of the Client only upon completion of the invoiced Services and payment in full of all monies due to Consultant on such invoice. In the event Client reuses or makes any modifications to the deliverables without prior written authorization of Consultant, the Client agrees, to the fullest extent permitted by law, to indemnify and hold Consultant, its consultants, agents, officers, directors, shareholders and employees harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modifications of Consultant's Services, work product, and/or deliverables by the Client or any person or entity that acquires or obtains the such work product and/or deliverables from or through the Client without the written authorization of Consultant.

Notwithstanding the foregoing, Consultant's liability to Client for any computer programs, software products, or related data furnished hereunder is limited solely to the correction of residual errors, minor maintenance, or update(s) as agreed. CONSULTANT MAKES NO WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, or against infringement, with respect to computer programs, software products, related data, technical information, or technical assistance provided by Consultant under this agreement. The Consultant will take reasonable precautions to prevent the transmission of any virus, or other contamination with the exchange of electronic media, but Consultant makes no assurances that those precautions are adequate to assure a contamination free transmission.

Consultant retains title and interest in all of its standard details, plans, specifications, methodologies, tools, and computation documents, whether in written or electronic form, which have been incorporated into the documents and instruments of service, but which were developed by Consultant independent of this Agreement.

9.0 Injury to Workers on Project - Consultant has no responsibility for site safety or for the means and methods employed by Client's construction contractor(s). Client agrees that Consultant will be named as an additional insured on construction contractor's insurance policy for Commercial General Liability and Builders All Risk Liability, and Client agrees to insert into all contracts for construction between Client and construction contractor(s) arising out of these Services a provision requiring the construction contractor(s) to defend, indemnify, and hold harmless both Client and Consultant from any and all actions arising out of the construction Project, including, but not limited to, injury to or death of any worker on the job site, not caused by the sole negligence of Client or Consultant; Client will be responsible for any damages caused by Client's failure to comply with the above requirements.

10.0 Probable Construction Costs Opinions - Any opinion of the construction cost prepared by Consultant represents his judgment and is supplied for the general guidance of the Client. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee that bids or actual construction costs to the Client will not vary from Consultant's opinions of probable

cost. If the Client desires greater assurance as to construction costs, Client shall employ an independent cost estimator.

11.0 Site Visits - Visits to the construction site and observations made by Consultant as part of Services during construction under this Agreement shall not make Consultant responsible for the obligation to conduct, comprehensive monitoring of the work of the contractor(s) sufficient to ensure conformance with the intent of the construction contract documents, and shall not make Consultant responsible for, nor relieve the construction contractor(s) of the full responsibility for, construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing portions of the contractor(s) work under the construction contract documents, and for all safety precautions incidental thereto. Such visits by Consultant are not to be construed as part of the observation duties of the on-site observation personnel defined below.

12.0 On-Site Observation - When Consultant provides on-site observation personnel as part of Services during construction under this Agreement, the on-site observation personnel will make reasonable efforts to advise Client of observed defects and deficiencies in the work of the contractor(s), and to help determine if the provisions of the construction contract documents are being fulfilled. Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of any construction work and Consultant's obligations are limited to becoming generally familiar with the progress of the construction. Consultant's observation will not cause Consultant to be responsible for those duties and responsibilities which belong to the construction contractor(s), including, but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the construction contract documents.

13.0 Termination or Abandonment - If any portion of the Services or Project is terminated or abandoned by Client, the provisions of these Terms and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the Project, the fee for Services performed during such phase shall be based on Consultant's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse Consultant for termination costs.

This Agreement may be terminated by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. No such termination may be effected unless the other party is given not less than ten calendar days written notice of intent to terminate and an opportunity for correcting the default (plus such additional time as is reasonably necessary to correct the default, other than any payment default) and for consultation with the terminating party before termination. Consultant shall be paid for Services performed to the termination date including reimbursable expenses due plus termination expenses.

13.1 Insufficient Funding Termination - If funds for the continued fulfillment of this Agreement are at any time not forthcoming or are insufficient, through failure of any entity, including the Client itself, to appropriate funds or otherwise, then the Client shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding. Client will provide at least thirty (30) days written notice of such termination. Client will ensure reasonable efforts to ensure appropriated funds are available.

14.0 Jurisdiction - This Agreement shall be governed by the laws of the State of the Project.

14.1 Notices - Any notice required by this Agreement shall be made in writing to the individuals and addresses specified below:

- i. City of Sheboygan: City Clerk, City of Sheboygan, 828 Center Ave., Sheboygan, WI 53083
- ii. Foth Infrastructure & Environment, LLC : 2121 Innovation Ct., Suite 300, De Pere, WI 54115 Attn: Chief Risk Officer
- iii. Nothing in this Section shall be construed as limiting or prohibiting communication between the parties in the ordinary course of the Agreement.

15.0 Dispute Resolution - The parties will use good faith efforts to resolve any dispute, controversy or claim arising out of or relating to this Agreement or the relationship between the parties (a "Dispute") through negotiation. To invoke the dispute resolution procedures in this section, one party must give the other party a written notice of its intent to negotiate. The notice will include a detailed description of the Dispute and a proposed resolution. Within five (5) business days after delivery of the notice, each party will designate a senior executive with authority to resolve the Dispute. The designated executives will engage in discussions in an effort to resolve the Dispute. If the

designated executives do not agree on a resolution within twenty (20) days after the dispute notice has been delivered, the parties may agree to submit the Dispute to non-binding mediation by any mutually agreed-upon mediator, rules and location. Any mediation fees and expenses will be allocated and paid by the parties equally. If the parties do not reach a resolution through negotiation or mediation, either party may pursue all remedies available under this Agreement, at law or in equity in a court of competent jurisdiction. Each party hereby irrevocably waives its rights to trial by jury in any Dispute or proceeding arising out of this agreement or the transactions relating to its subject matter.

15.1 Open Records - Both parties understand that the Client is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Consultant acknowledges that it is obligated to assist the Client in retaining and producing records that are subject to the Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Consultant must defend and hold the Client harmless from liability under that law resulting from Consultant's action or inaction with respect to public records in its sole control. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under this Agreement.

16.0 Waiver - Consultant's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

17.0 Successors and Assigns - All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

18.0 Severability - If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

19.0 Force Majeure - Neither party to this Agreement will be liable to the other party for delays in performing the Services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure. Consultant's schedule and compensation under this Agreement will be equitably adjusted in the event of any such delay.

20.0 Entire Agreement - This Agreement, and its attachments, constitutes the entire understanding between Client and Consultant relating to Services to be provided by Consultant and, excepting only confidentiality agreements between the parties pertaining to the Project, supersede any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein. Subsequent modifications or amendments to this Agreement must be in writing and signed by the parties to this Agreement. The foregoing notwithstanding, if the Client, its officers, agents, or employees request Consultant to perform extra work or Services pursuant to this Agreement, Client will pay for the additional Services even though an additional written Agreement is not issued or signed. The obligations of Consultant under this Agreement shall survive in accordance with applicable State statutes.

Exhibit A
FOTH INFRASTRUCTURE AND ENVIRONMENT, LLC
2021 STANDARD HOURLY RATE SCHEDULE

<u>Classification</u>	<u>Hourly Rate</u>	<u>Classification</u>	<u>Hourly Rate</u>
Director	\$202.00	Project Scientist II	\$143.00
Project Manager IV	\$199.00	Project Scientist I	\$117.00
Project Manager III	\$190.00	Technology Manager	\$168.00
Project Manager II	\$181.00	Lead Technician	\$145.00
Project Manager I	\$173.00	Technician VI	\$137.00
Lead Project Engineer	\$190.00	Technician V	\$133.00
Project Engineer IV	\$175.00	Technician IV	\$122.00
Project Engineer III	\$164.00	Technician III	\$111.00
Project Engineer II	\$153.00	Technician II	\$ 97.00
Project Engineer I	\$143.00	Technician I	\$ 80.00
Staff Engineer IV	\$142.00	Construction Manager	\$168.00
Staff Engineer III	\$134.00	Land Surveyor IV	\$168.00
Staff Engineer II	\$126.00	Land Surveyor III	\$156.00
Staff Engineer I	\$117.00	Land Surveyor II	\$146.00
Planner IV	\$188.00	Land Surveyor I	\$134.00
Planner III	\$161.00	Project Administrator II	\$ 98.00
Planner II	\$135.00	Project Administrator I	\$ 78.00
Planner I	\$117.00	Administrative Assistant	\$ 60.00

REIMBURSABLE EXPENSES

1. All materials and supplies used in the performance of work on this project will be billed at cost plus 10%.
2. Auto mileage will be reimbursed per the standard mileage reimbursement established by the Internal Revenue Service. Service vehicle mileage will be reimbursed on the basis of \$0.88 per mile.
3. Charges for outside services such as soils and materials testing, fiscal, legal and all other direct expenses will be invoiced at cost plus 10%.

ADJUSTMENTS TO FEE SCHEDULE

1. Fee schedule effective January 1, 2021. Rates subject to change annually on January 1.

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the Director of Public Works to execute a contract with Foth Infrastructure and Environment, LLC for services related to the South Side Sanitary Sewer Facility Plan.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: September 23, 2021

MEETING DATE: September 28, 2021

FISCAL SUMMARY:

Budget Line Item: 60134110-521900
Budget Summary: N/A
Budget: \$56,000.00
Expenditure:
Budgeted: N/A
Revenue:

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS: In 2025, the Wisconsin Department of Transportation is going to reconstruct Weeden Creek Road from South Business Drive to South 12th Street. As part of this project the City of Sheboygan needs to upgrade the existing sanitary sewer in this section of Weeden Creek Road. This South Side Sanitary Sewer Analysis will determine the best possible options for the upgrading and possible relocation of this sanitary sewer.

STAFF COMMENTS: The Department of Public Works has been working with Foth Infrastructure and Environment LLC since 2020 on the analysis of the existing sanitary sewer system in the City of Sheboygan. Based on the consultant's qualifications and experience, City staff felt that Foth Infrastructure and Environment, LLC. is the most qualified for this analysis.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 65-21-22 authorizing the Director of Public Works to execute a contract with Foth Infrastructure and Environment, LLC for services related to the South Side Sanitary Sewer Facility Plan.

ATTACHMENTS:

- I. Res. No. 65-21-22
- II. Agreement for services

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the City Engineer to extend the Agreement for Technical Services with Strand Associates, Inc. and to execute a Task Order under that Agreement regarding design of the 2nd Creek Dry to Wet Pond Conversion.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: September 24, 2021

MEETING DATE: September 28, 2021

FISCAL SUMMARY:

Budget Line Item: 60134110-521900
Budget Summary: N/A
Budget: \$99,500.00
Expenditure:
Budgeted: N/A
Revenue:

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS: The Department of Public Works recently completed a Stormwater Management Plan Update as required by the Wisconsin DNR. This Stormwater Plan identified several stormwater facilities in the City which need to be updated to meet future DNR standards. The existing stormwater facility at the intersection of North 29th Street and Geele Avenue is one of the facilities which has been identified for some rehabilitation work. For the City of Sheboygan to meet future DNR standards this existing dry pond needs to be converted to a wet pond. This type of engineering design is specialized which is why a consultant with this type of design experience is needed. The City of Sheboygan will be reimbursed 100% of the \$99,500 design cost from the Wisconsin DNR once the design is completed.

STAFF COMMENTS: The Department of Public Works has been working with Strand Associates since 2019 on the updated Stormwater Facility Plan. Based on the consultant's qualifications and experience City staff felt that Strand Associates is the most qualified for this design work.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No 66-21-22 authorizing the City Engineer to extend the Agreement for Technical Services with Strand Associates, Inc. and to execute a Task Order under that Agreement regarding design of the 2nd Creek Dry to Wet Pond Conversion.

ATTACHMENTS:

- I. Res. No. 66-21-22
- II. Agreement for services

III

DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE

Res. No. ldp - 21 - 22. By Alderpersons Dekker and Perrella.
September 28, 2021.

A RESOLUTION authorizing the City Engineer to extend the Agreement for Technical Services with Strand Associates, Inc. and to execute a Task Order under that Agreement regarding design of the 2nd Creek Dry to Wet Pond Conversion.

RESOLVED: That the City Engineer is authorized to execute Amendment No. 1 to Agreement for Technical Services with Strand Associates, Inc., which extends the term of the Agreement for Technical Services approved by the Common Council in Res. No. 25-18-19, in substantially similar form to that attached.

BE IT FURTHER RESOLVED: That the City Engineer is authorized to execute a Task Order with Strand Associates, Inc. in substantially similar form to that attached, for design services related to the 2nd Creek Dry to Wet Pond Conversion.

BE IT FURTHER RESOLVED: That the appropriate City officials may draw funds not to exceed \$99,500 in total from Account # 60134110-521900 in payment of this Task Order with Strand Associates, Inc.

pw

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



Task Order No. 21-01
City of Sheboygan, Wisconsin (OWNER)
and Strand Associates, Inc.® (ENGINEER)
Pursuant to Agreement for Technical Services dated June 7, 2018

Project Information

Project Name: 2nd Creek Dry to Wet Pond Conversion

Services Description: Design and bidding-related services for the conversion of a dry detention basin to a wet detention basin. The project is anticipated to be partially funded by a Wisconsin Department of Natural Resources (WDNR) Urban Nonpoint Source Construction Grant.

Scope of Services

ENGINEER will provide the following services to OWNER.

Design Services

1. Attend a kickoff meeting with OWNER to discuss the WDNR grant, proposed scope of services, and proposed project schedule.
2. Assist OWNER in submitting up to one grant reimbursement request.
3. Prepare topographic survey for the area of the proposed wet detention basin. Correspond with utility marking company to locate buried utilities prior to topographic survey. Provide field survey of location and ground surface elevation at completed geotechnical soil borings.
4. Provide sediment and parent material sampling services as follows:
 - a. Collect two composite sediment samples (one on the east side and one on the west side) and two composite parent material samples (one on the east side and one on the west side) from the existing dry detention basin.
 - b. Submit two composite sediment samples and two composite parent material samples for laboratory analysis for the parameters listed in NR 528.06(3)(b)1 to 4, plus polynuclear aromatic hydrocarbons, gasoline range organics, diesel range organics, volatile organic compounds, and polychlorinated biphenyls (PCBs).
 - c. Provide laboratory analytical testing services (subconsultant CT Laboratories, LLC).
 - d. Evaluate laboratory analysis results and proposed sediment end use. Provide OWNER with criteria for potential disposal sites for potentially contaminated sediment.
 - e. Provide OWNER with a signed Certification Form 4400-248 and supporting documentation consisting of a map showing sample locations and the laboratory report.

5. Provide three soil borings at 15-foot depth and nine soil borings at four-foot depth on the project site. Provide geotechnical testing of four boring samples to estimate permeability of on-site clays to serve as a clay liner and provide one slope stability analysis. Provide geotechnical report (subconsultant GESTRA Engineering, Inc.).
6. Provide hydrologic and hydraulic modeling of the wet detention basin to review operational dynamics of the wet detention basin and its outlet.
7. Provide stormwater quality modeling to estimate pollutant removal reduction of the wet detention basin.
8. Provide the following design drawings:
 - a. Cover sheet
 - b. Existing survey and control sheet
 - c. Access and erosion control sheet
 - d. Detail sheets
 - e. Grading sheet
 - f. Plan and profile sheet
 - g. Cross section sheets for the wet detention basin
 - h. Restoration sheet
9. Submit design drawings to private utility companies. Communicate with private utility companies regarding work plans for conflicts identified by the private utilities with OWNER's project.
10. Prepare Bidding Documents using Engineers Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2018 edition, technical specifications, and engineering drawings. Submit preliminary Bidding Documents to OWNER in portable document format file for review.
11. Prepare a prebid opinion of probable construction cost for project and submit to OWNER.
12. Attend a progress meeting with OWNER to discuss preliminary Bidding Documents.
13. Modify preliminary Bidding Documents to address comments from OWNER, as appropriate.
14. Prepare operation and maintenance plan for the wet detention basin in draft and final format.
15. Submit a grant technical submittal to WDNR consisting of final Bidding Documents, water quality modeling results, and operation and maintenance plan for the wet detention basin.
16. Correspond with regulatory agencies to discuss project status and permitting.
17. Prepare and submit a Water Resources Application for Project Permits seeking construction site stormwater permit coverage from WDNR for the project.
18. Prepare and submit an application for a City of Sheboygan erosion control permit.

Bidding-Related Services

1. Distribute Bidding Documents electronically through QuestCDN, available at www.strand.com and www.questcdn.com. Submit Advertisement to Bid to OWNER for publishing.
2. Prepare addenda and answer questions during bidding.
3. Attend virtual bid opening, tabulate and analyze bid results, assist OWNER in the award of the Construction Contract, and prepare up to three sets of Contract Documents for signature.

Service Elements Not Included

In addition to those listed in the associated Agreement for Technical Services, the following service elements are not included in this Task Order. If required, they will be provided as noted.

1. Additional Grant Administration and Submittals: Additional OWNER-required grant administration or submittals will be provided through an amendment to this Task Order.
2. Additional Permitting: Any additional regulatory agency-required permitting will be provided through an amendment to this Task Order.
3. Additional Sediment Sampling: Collection and analysis of additional sediment samples potentially required by NR 528 if elevated levels of the NR 528.06(3)(b) 3 and 4 indicator parameters are detected, or analysis of indicator parameters such as pesticides or herbicides will be provided through an amendment to this Task Order.
4. Construction-Related Services: Construction-related services for the project will require a separate agreement with OWNER.

Compensation

OWNER shall compensate ENGINEER for Services under this Task Order a lump sum of \$99,500.

Schedule

Services will begin upon execution of this Task Order, which is anticipated the week of October 18, 2021. Services are scheduled for completion on May 20, 2022.

TASK ORDER AUTHORIZATION AND ACCEPTANCE:

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

CITY OF SHEBOYGAN

DRAFT

DRAFT

Joseph M. Bunker
Corporate Secretary

Date

Ryan Sazama
City Engineer

Date



**AMENDMENT NO. 1 TO
AGREEMENT FOR TECHNICAL SERVICES
CITY OF SHEBOYGAN, WISCONSIN
AND
STRAND ASSOCIATES, INC.®**

This is Amendment No. 1 to the June 7, 2018, Agreement between the City of Sheboygan, Wisconsin, (OWNER) and Strand Associates, Inc.® (ENGINEER) for Technical Services.

Under **Schedule**, CHANGE two to “six.”

IN WITNESS WHEREOF the parties hereto have made and executed this Amendment.

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

CITY OF SHEBOYGAN

DRAFT

DRAFT

Joseph M. Bunker
Corporate Secretary

Date

Ryan Sazama
City Engineer

Date

NOT FOR SIGNATURE

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the appropriate City officials to enter into a contract with Lone Star Blower, Inc. for the purchase of an Aeration Blower for the Waste Water Treatment Plant, and to make related expenditures.

REPORT PREPARED BY: Steve Jossart, Superintendent of Wastewater

REPORT DATE: September 23, 2021

MEETING DATE: September 28, 2021

FISCAL SUMMARY:

Budget Line Item: 60138300-631100
Budget Summary: N/A
Budgeted Expenditure: \$ 146,878.00
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
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 turbos 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 purchase and 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 will be enclosed in a sound enclosure to minimize noise and will come equipped with a variable frequency drive and all internal blower protection controls for each individual core. A second IFC will be routed for installation of the blower and will include the purchase and installation of a new inlet pipe and rain hood, along with painting the walls and installing a new epoxy floor in the North Blower Building.

Cost Breakdown:

Aeration Blower	Energenecs	\$ 140,128.00
Inlet Adapter and Expansion Joint	Energenecs	\$ 6,750.00
TOTAL		\$ 146,878.00

ACTION REQUESTED: Staff recommends that the Common Council adopt Res. No. 67-21-22 authorizing the appropriate City officials to enter into a contract with Lone Star Blower, Inc. for the purchase of an Aeration Blower for the Waste Water Treatment Plant, and to make related expenditures.

ATTACHMENTS:

- I. Res. No. 67-21-22
- II. Purchase Agreement

III

DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE

Res. No. 67 - 21 - 22. By Alderpersons Dekker and Perrella.
September 28, 2021.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Lone Star Blower, Inc. for the purchase of an Aeration Blower for the Waste Water Treatment Plant, and to make related expenditures.

WHEREAS, the City of Sheboygan has advertised for bids to purchase an Aeration Blower for the Waste Water Treatment Plant (the "Project"); and

WHEREAS, the low bid was from Lone Star Blower, Inc. in the amount of \$140,128; 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 the purchase of additional components to adapt the blower inlet ("Related Expenditures"), which are not included in the bid from Lone Star Blower, Inc.; and

WHEREAS, the estimated cost of the Related Expenditures is \$6,750.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached agreement with Lone Star Blower, Inc. for the purchase of the Aeration Blower.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds, not to exceed \$146,878.00, which includes the cost of the Aeration Blower and the Related Expenditures, from Account No. 60138300-631100.

PW

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
LONE STAR BLOWER, INC.**

REGARDING THE PURCHASE OF A WASTEWATER TURBO AERATION BLOWER

This Agreement (“Agreement”) is made and entered into effective this ____ day of _____, 2021 (the “Effective Date”), by and between the City of Sheboygan (the “City”), a municipal corporation, and Lone Star Blower, Inc. (“Vendor”).

BACKGROUND

The City desires to purchase an Aeration Blower for the City of Sheboygan Wastewater Treatment Facility. Because of the anticipated cost of the Aeration Blower, pursuant to state law the City issued Request for Bids #2000-21. Vendor responded to Request for Bids #2000-21. The City determined that Vendor was the lowest responsive bidder.

Article 1. Purchase of Goods

Vendor shall, through its local representative Energenecs, Inc., furnish one high-speed dual core turbo blower, TurboMAX Gearless unit, Model DT-MAX400D-C100 (the “Aeration Blower”) to the City, which Vendor represents and warrants meets and, in some cases, exceeds, the specifications required in Request for Bids #2000-21. Vendor represents and warrants that the Aeration Blower will be new. The required specifications for the Aeration Blower are attached to this Agreement as Exhibit 1.¹

Vendor shall make delivery of the Aeration Blower within fourteen weeks of the Effective Date of this Agreement, plus submittal review time, time being of the essence (the “Deadline”). For the avoidance of doubt, Vendor is not responsible for the installation of the Aeration Blower. Vendor is, however, responsible for the services related to start-up of the Aeration Blower as indicated in Exhibit 1.

Title of the Aeration Blower shall pass upon acceptance of goods by the City at the Wastewater Treatment Facility in Sheboygan, Wisconsin.

Article 2. Cost

Pursuant to Vendor’s Bid, the City shall pay Vendor \$140,128.00 for the Aeration Blower, FOB the Wastewater Treatment Facility in Sheboygan, Wisconsin. This price includes all handling, transportation, and insurance charges. The City shall make payment to Vendor within 30 days of

¹ Any items omitted from the specifications which are clearly necessary for the completion of the project shall be considered a portion of the specifications although not directly specified or called for in the specifications.

delivery of the Aeration Blower and receipt of an invoice from Vendor.² Any amount not paid when due will bear interest at the rate of 0% per year.

Vendor shall submit the invoice to:

Bernard Rammer
Purchasing Agent
City of Sheboygan
828 Center Ave., Suite 205
Sheboygan, WI 53081
bernard.rammer@sheboyganwi.gov

Vendor shall be required to file waivers of lien from any suppliers and subcontractors with the City prior to receiving payment. The submission of the invoice shall be deemed a waiver and release by Vendor of all liens and claims with respect to this Agreement, except as specifically reserved and noted on such invoice.

Article 3. City's Representative

The City designates Steve Jossart as its Representative for purposes of this Agreement. The City's Representative is authorized to act on the City's behalf with respect to this Agreement. For the avoidance of doubt, the City's Representative shall have the authority to consent to an extension of the Deadline on behalf of the City.

Article 4. Warranty

Vendor shall provide the City with a warranty on the Aeration Blower as set forth in this Article:

- A complete three-year warranty from substantial completion of the installation of the Aeration Blower *or* a forty-two month warranty from delivery, whichever occurs first. During this time, Vendor warrants the Aeration Blower to be free from defects in material and workmanship under normal use and service. During this time, Vendor warrants that all equipment, materials, and work will conform with the specifications, will be new, current and sufficient for the application and operation conditions specified.
- A maintenance service, including bi-annual visits for the first year of the warranty.
- A guarantee regarding the airfoil bearings for 50,000 start/stop cycles or 10 years, whichever occurs first. This guarantee will begin upon start-up by Vendor. The guarantee is based on normal operating conditions and environmental conditions specified. If bearings need replacement before the end of the guarantee, Vendor will provide replacement bearings or a replacement core at no cost to the City.

Article 5. Terms and Conditions

A. Entire Agreement

² Payment shall be considered timely if the payment is mailed, delivered, or transferred within 30 days after delivery of the Aeration Blower and receipt of an invoice from Vendor, unless Vendor is notified in writing of a dispute before payment is made.

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

1. This Agreement and its Exhibits
 - a. Exhibit 1 – Specifications from Request for Bids #2000-21
 - b. Exhibit 2 – Vendor’s Bid Response
2. Any Written Amendment to the Agreement which may be delivered or issued after the Effective Date of the Agreement (including Change Orders)

This Agreement (and its Exhibits) is the entire and integrated agreement between the City and Vendor regarding the subject matter of the Agreement. It supersedes all prior and contemporaneous communications, representations and agreements that are not part of this Agreement. This Agreement may only be modified by a written amendment signed by both parties.

In resolving conflicts, errors, discrepancies, and disputes, the component of the Agreement expressing the greater quantity, quality, or other scope of work in question, or imposing the greater obligation upon Vendor and affording the greater right or remedy to the City shall govern.

B. Access to Records

Vendor has not identified any part of its Bid Response as constituting a trade secret.

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Vendor 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 Vendor must defend and hold the City harmless from liability under that law.

Vendor 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 also be maintained until the disposition of all such litigation, appeals, claims, or exceptions related thereto.

C. Appropriation of Funds

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.

D. Assignment

Neither the City nor Vendor shall assign any rights or duties under this Agreement without the prior written consent of the other party and, to the extent necessary, Vendor’s Surety. Such written approval by the City shall not relieve the Vendor of the obligations incurred by the Vendor under the terms of this Agreement.

E. Compliance with Laws

Vendor shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the delivery of the Aeration Blower.

Vendor represents and warrants that the goods furnished under this Agreement, including all labels, packages, and container for said goods, complies with all applicable standards, rules, and regulations in effect under the requirements of all federal, state, and local laws, rules, and regulations as applicable, including the Occupational Safety and Health Act (OSHA), as amended, with respect to design, manufacture or use for their intended purpose of said goods.

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, Vendor shall provide one copy of a Material Safety Data Sheet for each item with the shipped container(s) and one copy with the Invoice(s).

If it is determined by the City that these standards are not met, the Vendor agrees to bear all costs required to meet the minimum standards as stated above for the goods furnished under this Agreement.

The Vendor shall be required to demonstrate valid possession of all required licenses, and to keep all required licenses in effect for the term of this Agreement.

F. Conflict of Interest

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

G. Force Majeure

Neither party shall be in default by reason of any failure in performance of this Agreement when such failure in performance is caused by or results from unforeseeable causes beyond the reasonable control of the affected party and without fault or negligence on the part of the affected party. 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.

H. 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.

I. Indemnification

To the extent permitted by law, Vendor shall be liable to and hereby agrees to defend and hold the City, and its officers, 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 Vendor's responsibilities under this Agreement.

J. Independent Contractor

During the entire term of this Agreement, Vendor 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. Vendor 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.

K. Insurance

Vendor will insure, and will require any subcontractor to insure, as indicated, against the following risks to the extent stated below.

1. Commercial General Liability. Vendor shall procure and maintain during the life of this Agreement, Commercial General Liability insurance including—but not limited to—products and completed operations, bodily injury, property damage, and personal injury—in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Vendor’s coverage shall be primary and list the City as an additional insured. Vendor shall require any subcontractor under this Agreement to procure and maintain insurance meeting the above criteria, applying on a primary basis, and listing the City as an additional insured.
2. Automobile Liability. Vendor shall procure and maintain during the life of this Agreement, Business Automobile Liability Insurance covering owned, non-owned, and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Vendor shall require any subcontractor under this Agreement to procure and maintain insurance meeting the above criteria.
3. Workers’ Compensation. Vendor shall procure and maintain during the life of this Agreement, Workers’ Compensation insurance that complies with all statutory requirements. Vendor shall require any subcontractor under this Agreement to procure and maintain insurance meeting the above criteria.

Acceptability of Insurers. The insurance policies required by this Section shall be issued by an insurer with an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

Proof of Insurance. Vendor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies. Vendor shall provide the certificate(s) to the City’s Purchasing Agent. If any of the policies required under this Section expire when this Agreement is in effect, Vendor shall provide renewal certificates to the City. The certificate of insurance 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

This insurance shall not relieve or decrease the extent to which Vendor may be held responsible for payment of damages resulting from this Agreement.

If Vendor 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.

L. Intent to Be Bound

The City and Vendor 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.

M. Item Return Policy

Vendor will accept return of products ordered in error for up to 21 calendar days from date of receipt, with the City paying only the return shipping costs.

N. Limitation of Liability

The parties waive against each other, and against the other's officers, directors, members, partners, employees, agents, consultants, and subcontractors, any and all claims for or entitlement to incidental, indirect, or consequential damages arising out of, resulting from, or related to the Agreement.

The terms of this limitation do not apply to or limit any claim by either party against the other based on: (a) contribution to indemnification; (b) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others; (c) intentional or reckless wrongful conduct; or (d) rights conferred by any bond provided by Vendor under this Agreement.

O. Non-Collusion

Vendor 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. Unless otherwise required by law, the prices quoted in Vendor's bid were not disclosed by Vendor prior to opening.
3. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a response to the City regarding the Aeration Blower for the purpose of restricting competition.

P. Non-Discrimination

In connection with the performance of work under this Agreement, Vendor 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.

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

Q. Notices

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

City:

Vendor:

City Clerk	Brittany Hardy
City of Sheboygan	Lone Star Blower, Inc.
828 Center Ave.	8883 West Monroe Road
Sheboygan, Wisconsin 53083	Houston, Texas 77061

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

R. "Or Equal"

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 Vendor 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.

S. 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.

T. Schedule

The Parties agree that no charges or claims for damages shall be made by Vendor for any delays or hindrances, from any cause whatsoever, during its completion of its obligations under this 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 Vendor to proceed to complete any obligation, or any part of its obligations, 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.

Failure of the Vendor to adhere to the schedule as specified or to promptly replace rejected materials shall render the Vendor 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.

U. Termination

In the event Vendor shall default in any of the covenants, agreements, commitments, or conditions contained in this Agreement, and any such default shall continue unremedied for a period of 10 days after written notice to Vendor, the City may, at its option, and in addition to all other rights and remedies which it may have in law or equity, terminate the Agreement and all rights of Vendor under the Agreement.

The City reserves the right to cancel this Agreement with any state or federally debarred contractor.

V. Third Party Rights

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

W. Vendor's Representations

In order to induce the City to enter into this Agreement, Vendor makes the following representations:

1. Vendor has examined and carefully studied the Agreement.
2. If, in Vendor's judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the goods, then Vendor has visited the Point of Destination and site where the goods are to be installed and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the goods.
3. Vendor is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Vendor's obligations under the Agreement.
4. Vendor has carefully studied, considered, and correlated the information known to Vendor with respect to the effect of such information on the cost, progress, and performance of Vendor's obligations under the Agreement.

5. Vendor has given the City written notice of all conflicts, errors, ambiguities, or discrepancies that Vendor has discovered in the Agreement, and the written resolution (if any) by the City is acceptable to Vendor.
6. The Agreement is generally sufficient to indicate and convey understanding of all terms and conditions for performance of Vendor's obligations under the Agreement.
7. Vendor's entry into this Agreement constitutes an incontrovertible representation by Vendor that without exception all prices in the Agreement are premised upon furnishing the goods as required by the Agreement.

X. 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.

Y. Weapons Prohibition

Vendor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, at any City work site. This requirement shall apply to vehicles used at any City work site, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. § 175.60(15m).

Z. Other Provisions

1. 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.
2. 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.
3. Background Checks. The City reserves the right to perform a criminal background check on any employee of Vendor or any subcontractor of Vendor performing work at the Wastewater Treatment Plant, to reject any of the Vendor's personnel or Subcontractor's personnel, and to request that acceptable replacement personnel be assigned to the project.
4. Intellectual Property. Vendor shall pay for any royalties and license fees associated with intellectual property used in the Aeration Blower. Vendor shall defend any suits or claims for infringement of any intellectual property rights related to the Aeration Blower, and shall hold the City harmless from any liability associated with any such suit or claim.

5. Interpreting the Contract Documents. 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.

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

CITY OF SHEBOYGAN, WISCONSIN

VENDOR

BY: _____
Ryan Sorenson, Mayor

BY: _____

ATTEST: _____
Meredith DeBruin, City Clerk

DATE: _____

DATE: _____

This Agreement Authorized by Resolution _____

Exhibit 1

Specifications for the High Speed Turbo Blower

From Request For Bids #2000-21

HIGH SPEED TURBO BLOWER

EXHIBIT 1

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide a single factory assembled dual core turbo blower package (both blowers in the same enclosure. Max enclosure size must be 90" L X 70" W X 83" H) with two, 200 Hp units, capable of supplying 5500 ACFM of air at 15 psig and with a minimum turndown of 70%. The blower package shall include motors, variable frequency drives, control panels, programable logic controllers, inlet air filters, silencers and a sound enclosure, blow off valves and other appurtenances related to the operation of the blower
- B. Blowers shall be complete pre-packaged units consisting of Permanent Magnet Synchronous Motors, integrated air filters, variable speed drive, and PLC (programmable logic controller) based Local Control Panel.

1.2 SYSTEM DESCRIPTION

- A. The system shall include factory assembled high speed turbo blowers with integral variable frequency drives and programmable logic controllers in a complete package that does not require lubrication of the bearings for operation.
 - B. All equipment including controls and drives specified herein shall be specifically designed for this service and the environment encountered in this installation.
 - C. Equipment shall be designed and capable of either continuous or intermittent operation.
 - D. All equipment, supports, anchors and fasteners shall be of adequate strength to withstand loads associated with starting, turbulence, thrusts, thermal expansion and contraction and other loads encountered under normal operating conditions.
 - E. The equipment MANUFACTURER shall be responsible for design, arrangement and performance of all equipment supplied under this section.
-

1.3 SUBMITTALS

- A. Product Data: Provide construction details, material descriptions, dimensions of individual components and profiles and finishes for each component.
 - B. Shop Drawings: Provide plans, elevations, sections, details and attachments to other work.
 - 1. Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components and location and size of each field connection.
 - 2. MANUFACTURER and model number of all equipment within this specification and an itemized list of components being furnished.
 - 3. Layout drawings and equipment cut sheets showing dimensions, clearances, sizes, arrangement and size of connections, supports, anchors and total weights of the product.
 - 4. Detailed specifications and data describing the materials of construction.
 - 5. Wiring Diagrams: For power, signal and control wiring diagrams, including terminals and numbers.
 - 6. Motor requirements in accordance with applicable motor specification section.
 - 7. Equipment weights and lifting points.
 - C. Information Submittals:
 - 1. Factory functional and motor performance test reports.
 - 2. Special shipping, storage and protection and handling instructions.
 - 3. MANUFACTURER's instructions for installation.
 - 4. MANUFACTURER's equipment installation report.
 - 5. Location of nearest stocking distributor for spare parts.
 - 6. Recommended spare parts list to maintain the equipment in service for a period of three years. Include a list of special tools required for checking, testing, parts replacement and maintenance with current pricing information.
 - 7. List special tools, materials and supplies furnished with equipment for use prior to and during start-up and for future maintenance.
 - 8. Warranty certificate.
 - D. Performance Data: Blower certified past performance test reports for each blower (as outlined later in this specification) and including, but not limited to, certified blower curves showing pressure, capacity, horsepower demand and blower efficiency over the entire operating range of the blower. The equipment MANUFACTURER shall also indicate separately the pressure, capacity, horsepower demand and efficiency required at the design point(s).
 - E. Submit complete instruction manual for operation and maintenance of the equipment in accordance with this section. Include the following data:
 - 1. Alignment, adjustment, and repair instructions.
 - 2. MANUFACTURER'S installation and operation instructions.
 - 3. Assembly diagrams.
 - 4. Troubleshooting guide.
 - 5. Recommended spare parts lists and predicted life of parts subject to wear.
 - 6. Scheduled maintenance intervals.
 - 7. MANUFACTURER's service plans.
-

1.4 QUALITY ASSURANCE

- A. The packaged blower systems, including blower, motors, controls and all appurtenances to form an integrated system, shall be supplied by one MANUFACTURER who shall provide all the equipment and appurtenances regardless of MANUFACTURER.
- B. MANUFACTURER Qualifications: **INCLUDE WITH PROPOSAL**
 - 1. MANUFACTURER shall be experienced in manufacturing high speed turbo blowers similar to those indicated for this Project and have a record of over Ten (10) years successful in-service performance in Canada and/or USA for similar municipal wastewater treatment applications.
 - 2. MANUFACTURER must have similar blowers permanently installed and operational in at least fifty (50) wastewater treatment facilities in North America. Twenty (20) of these facilities must be similar in design to what is specified.
 - 3. MANUFACTURER shall be responsible for supply and single-source integration responsibility for the Blowers Master Control Panel (MCP) if required and blower local control panels as specified herein.
 - 4. MANUFACTURER shall demonstrate prior to the bid date a minimum of Five (5) years' experience providing integrating, installing, and starting up similar systems as required for this Project including aeration blower dissolved oxygen control systems and shall submit a reference list complete with contact names and telephone numbers for at least Ten (10) installations with dissolved oxygen control systems which have been operating for 5 years.
 - 5. MANUFACTURER shall have a history of manufacturing, providing and servicing this equipment for at least five (5) years in North America.
 - 6. A list of similar installations shall be furnished, to show conformance with article 1.4 B.1 to B.3, with the MANUFACTURER's bid as well as with the shop drawing submittal, including names and telephone numbers of contacts.

1.5 DELIVERY, STORAGE AND HANDLING

- A. The equipment, material and spare parts shall be shipped complete except where partial disassembly is required by transportation regulations or for the protection of components.
- B. Spare parts shall be packed in containers bearing labels clearly designating contents and pieces of equipment for which they are intended.
- C. The owner will be responsible for off-loading of the equipment at destination.

1.6 WARRANTY

- A. MANUFACTURER shall provide an equipment warranty in the Owner's name for a One (1) year period from substantial completion of the blower equipment, not to exceed Eighteen (18) months from delivery, whichever occurs first.
 - B. Blowers warranty shall cover all material provided by the MANUFACTURER for the project for the period required in paragraph A including core and VFD. Blower warranty offering a coverage period other than what is specified herein will not be accepted.
 - C. Blower MANUFACTURER shall include a maintenance service contract for the duration of the warranty. Maintenance service contract shall account for bi-annual visits to the owner's facility for blower maintenance, inspection, implementation of
-

upgrades and refresher training of the staff performed by the MANUFACTURERS certified technician.

- D. Each Blower shall have built in provisions for remote access via VPN or cellular communication for MANUFACTURER to remotely monitor blower operation, troubleshoot and apply upgrades. The owner shall enroll the equipment in the blower MANUFACTURERS remote technical support program during the warranty period.

1.7 SPARE PARTS

- A. Furnish the following recommended spare parts with the blowers:
 - 1. One (1) Set of inlet air filters per blower
- B. Furnish one set of special tools required for complete assembly or disassembly of blower system components for each type or size of blower specified, together with a storage box (or boxes) for the same. This tool kit shall be sufficiently complete to permit normal repair and maintenance of all equipment furnished under this project.

PART 2 - EQUIPMENT

2.1 EQUIPMENT PERFORMANCE

- A. Aeration Blowers shall meet the following design conditions. Blowers will be evaluated based on the data in the table below. **Guaranteed wire power table must be supplied with the bid. Failure to complete and submit guaranteed wire power table with the bid will result in immediate rejection.**

Total Number of Blowers	One (1)
Method of Operation	In parallel, continuous, alternating start
Bearing Type	Air foil or magnetic bearing
Drive Type	Direct
Design Ambient Barometric Pressure (PSIA)	14.44
Design Site Elevation (FASL)	600
Design Inlet Air Temperature (°F) and Relative Humidity (%)	100°F / 70%
Design Discharge Pressure (PSIG)	12.2
Design Blower Flow Rate (ACFM)	5,493
Discharge Flange Size (ANSI 150 lb.) (in)	10
Maximum Power Consumption (Wire-to-Air) at Design Blower Capacity at design temperature and Relative Humidity conditions (kW)	238
VFD-Rated Maximum Motor Horsepower (bhp)	400

Available Power Voltage	480
Available Power Phase	3 phase
Maximum Noise at 3 Feet	80 ± 2 dBa
Allowable vibration level	< 4 mm/sec

- B. Blowers will be evaluated based on the data in Table 1. Guaranteed wire power Table 1 must be supplied with the bid. Failure to complete and submit guaranteed wire power table with the bid will result in immediate rejection.

Table 1. Guaranteed Wire To Air Power									
Design Points	Number Of Blowers Operating	Blower Airflow Rate	Total System Airflow Rate	Discharge Pressure	Inlet Temperature	Atmospheric Pressure	Relative Humidity	Blower Wire-to-Air Power	Total Wire-to-Air Power
		ACFM	ACFM	PSIG	Deg. F	PSIA	%	kW	kW
1	1	5,000	5,000	12.2	68	14.44	36	217	217
2	1	3,750	3,750	12.1	68	14.44	36	170	170
3	1	3,000	3,000	12.0	68	14.44	36	128	128
4	1	2,250	2,250	11.9	68	14.44	36	97	97

Note: Performance data is based on ASME PTC 10 Type 2 test.

2.2 GENERAL

- A. Blowers shall be designed with air foil or magnetic bearings which do not require lubrication.
- B. Blowers shall be capable of variable speed operation with a minimum turndown of seventy percent (70%) from its maximum flow capacity and shall use integral variable frequency drives. Each blower shall be capable of operating continuously and satisfactorily at any point between the minimum and maximum flows without any surge, vibration, hunting, or excessive heating of bearings or motor.
- C. Blowers shall be designed to operate with MANUFACTURER's supplied Master Control Panel in order to maximize overall system efficiency.
- D. Complete blower packages shall be UL listed, with no exception. UL listed nameplate to be on package exterior.
- E. Blowers shall be factory tested per ASME PTC-10 Type 2 Performance test to verify flow and wire power at design conditions as well as blower maximum conditions. The acceptance criteria are 5% tolerances on flow.

- F. Neither special foundations nor anchoring shall be required for installation.
- G. All elastomeric materials for couplings, valves, etc., shall be rated for a minimum 250° F temperature.

2.3 HIGH SPEED BLOWERS

- A. Blower impellers shall be a single-stage backswept blade high efficiency configuration designed using Computational Fluid Dynamics (CFD) milled from forged aluminum alloy Type 7075 (cast impellers are not permitted), with first critical speed at least 120 percent of the maximum allowable operating speed. The impeller shall be mounted directly to the motor shaft and shall be dynamically balanced.
- B. Bearings shall be sized for a minimum of expected ten (10) years between scheduled overhauls or inspections.
- C. Each blower shall be supplied with a sound enclosure covering the entire blower package. The sound enclosure shall be designed for easy inspection and maintenance of all blower package components. Quick release panels shall provide easy and quick access for routine maintenance of the blower and the package components.
- D. The currently designed blower system layout is based on blowers that do not require separate exhaust connections for ventilation of cooling air. Blowers shall not allow heat caused by motor or electrical cooling to be exhausted into the blower room. Blower and integral VFD shall not require any external cooling devices such as cooling fans, ducting, or external glycol cooling.
- E. The Blower shall be cooled by forced air convection and an internal closed loop water glycol system. No external cooling provisions shall be permitted.
- F. Each blower shall be supplied with blower core built in vibration isolating mounts. The blower MANUFACTURER shall be responsible for demonstrating the vibration of the blower core below the 4 mm/s design limit.

2.4 APPURTENANCES

- A. Each blower shall be equipped with two (2) integrated electro-pneumatic blow-off valves actuated by blower pressure and an open/closed status signal is available through the blower PLC.
- B. The blow-off valve discharge shall be supplied with a properly sized blow-off silencer for discharge noise levels not to exceed 90 dBa at 5 feet from blower at HMI height.
- C. Each blower shall be equipped with the following MANUFACTURER's integrated instrumentation and display on blower HMI.
 - 1. Inlet differential pressure sensors for filter monitoring
 - 2. Discharge differential pressure sensor
 - 3. Inlet and discharge temperature sensors
 - 4. Motor temperature sensor

2.5 MOTORS

- A. Each blower shall be supplied with a high speed Permanent Magnet Synchronous Motor (PMSM) operating on 460/480 Volts, 3 Phase, 60 Hertz input power to the VFD.
 - B. The maximum allowable motor horsepower shall be as specified in paragraph 2.1 Equipment Performance.
-

- C. The motor shall have a 1.15 service factor.

2.6 INVERTER/VFD

- A. Each blower shall be equipped with a high efficiency UL listed VFD (Variable Frequency Drive)
- B. Each VFD shall have an operation in the USA for manufacturing, support and provision of replacement parts.
- C. Each VFD shall have a sinusoidal filter on its output consisting of an L (inductor) and C (capacitor) filter.

2.7 CONTROLS AND INSTRUMENTATION

A. General

1. All components in the control panel shall be completely factory wired and shall include all necessary controls for both the manual/local and automatic/remote operation as indicated on the Drawings and Specifications.
2. The incoming power provided to the panel shall be 480 volt, 3 phases. A suitable thermal-magnetic main circuit breaker sized no less than 125% greater than the connected load shall be provided along with all transformers, relays, etc. necessary to make the panel fully functional.
3. Wiring shall comply with UL.
4. Equipment and controls furnished by other MANUFACTURERS shall be provided in accordance with their instructions, where applicable.
5. The blower shall have an Allen Bradley PLC for operation, adjustment and monitoring. If the blower MANUFACTURER does not use a PLC based control system in the blower package, a design change must be implemented to accommodate it. No similar or equal shall be accepted.
6. The system shall have an Allen-Bradley HMI touchscreen

B. Miscellaneous electrical devices

1. A 120 VAC to 24 VDC power supply shall be provided to power the programmable controller inputs and other 24 VDC powered devices. The power supply shall be properly sized for the LCP (local control panel) total load.
2. Provide noise filter to provide clean, noise-free power to programmable controllers.

C. Operator Interface: Provide the following indicators on the operator interface:

1. Blower Status (RUN/STOPPED)
2. Operator Mode Selection
3. System pressure display
4. Blower Local / Remote Control
5. Blower Speed Indication Status
6. Blower Run Times (hours)
7. Blower Amp Draw (amps)
8. System Pressure
9. System Flow

D. Operator interface device

1. The device shall include the following displays:
 - a. History: displays history of sequential alarms with date and time of occurrence.
-

- b. Status: One-touch access to display current system operating status. When the system is running, the display shall show the set point pressure, actual pressure, flow and speed (0-100%).
 - c. Alarm Information: Last alarms recorded in memory are displayed with related detailed information on the alarm including time of occurrence, date, and blower's main operating parameters at the time of alarm and how to correct the alarm condition. Each log shall include individual blower run status, VFD mode, flow and alarm type.
 - d. Alarm List: One-touch access to an Alarm List of all possible alarms and their current status.
 - e. Daily Log/Total: Displays the individual equipment run times and run times since last reset.
 - f. Scroll Key: Used to scroll up and down through data.
2. Provide Setup Menu system for adjusting all alarm set points, dead band, delays, etc. Display and adjust flow and pressure set points and time delays. Set equipment alternation to manual or automatic. Set the hour of the day for automatic alternation. Restore all factory defaults. Protect adjustable settings with a password.
- E. Alarm systems
1. Local indication of alarm conditions shall be provided on the face of the control panel via a general amber alarm light. Specific alarm messages shall be provided on the operator interface screen.
 2. All alarm conditions shall be displayed at the operator Panelview HMI terminal and shall provide output capability to display all alarm conditions at future SCADA system. No other similar or equal HMI will be acceptable.
- F. SCADA System
1. The following outputs shall be provided to the plant PLC and SCADA system via Ethernet/IP communication.
 - a. All alarms
 - b. All equipment status (On/Off, In Remote/Not in Remote, Off)
 - c. All parameters displayed at the operator interface (blower PLC)
 - d. Motor speed
 - e. Airflow
 - f. Discharge pressure
 - g. Blower run: output
 - h. Blower stop: output
 - i. Blower fault: output
 - j. Remote on: output, enabled when touch screen is placed in remote
 2. The following inputs shall be provided from the plant PLC and SCADA system
 - a. Remote Command: 4-20 mA input for remote control of blower speed
 - b. Remote start: input
 - c. Remote stop: input
- G. System Function
1. Each blower LCP shall consist of a PLC-based control system physically located inside the blower enclosure with the following:
 - a. True Programmable Logic Controller:
 - 1) Allen Bradley PLC with Multifunctional Panelview touch screen display capability. If the blower MANUFACTURER does not use a PLC based control system in the blower package, a design change
-

- must be made to accommodate it. No substitution or equal permitted.
- 2) The PLC shall provide local and remote control, monitoring, and diagnostic capability.
- b. Blower controls shall provide real time monitoring of discharge pressure vs. suction air flow graph indicating current operating point and boundaries.
 - c. Each blower shall have the ability to be controlled in four different modes.
 - 1) Speed (blower functions independently on speed control)
 - 2) Pressure
 - 3) Flow
 - 4) Dissolved Oxygen
 - d. The blower PLC shall have a minimum of 4 operating methods.
 - 1) Local control
 - 2) TCP/IP control
 - 3) Remote Terminal Block control
 - 4) Remote Terminal Block start/stop & Touch screen mode
 - e. Each blower PLC shall allow the blower to automatically restart, when operating in Terminal Block Mode, in the event of a power failure. The blower PLC shall automatically reset all faults and alarms in the PLC and restart the blower.
 - f. Each blower LCP shall perform dynamic speed changes when the blower operating point approaches the surge boundary. The PLC automatically increases the speed of the blower such that surge is avoided and the blower BOV is not engaged.
 - g. Each blower LCP shall automatically perform dynamic adjustments to the blower operating range during seasonal ambient temperature variations such that attainable maximum and minimum flow is always optimized. Dynamic adjustments shall not expose the blower to surge.
 - h. Each Blower PLC shall be capable of time control blower synchronization based on pre-set, user defined settings for flow and speed. The user shall define pre-set operating schedule in the blower PLC. The blower PLC shall allow for a minimum of 6 daily set points for time control ability.
 - i. Each Blower shall have built in provisions for remote access via VPN or cellular communication for the blower MANUFACTURER to monitor operation and troubleshoot remotely.
 - j. The blower PLC shall allow for alternating operating schedules such that the service hours per blower is either 2:1, 3:1, 4:1 or 5:1 with respect to the standby unit. Ratio Alternation function permits the owner to balance the run time of all blowers or stagger the hours of use to facilitate maintenance scheduling.
 - k. Blower PLC controls shall include intuitive, user friendly fault menus for ease of monitoring diagnostics and troubleshooting.
 - l. Each blower shall include built in automatic surge protection.
 - m. Blower controls shall include built in measurement or calculation for the following parameters:
 - 1) Flow (calculated)
 - 2) Speed (calculated)
 - 3) Temperature (inlet and discharge air, motor)
 - 4) Pressure
-

- n. The blower PLC shall be accessible through a touch screen control panel and shall control the blow-off valve for each blower.
- o. All integrated controls shall be enclosed in a sub-panel located inside the blower enclosure.
- p. Turbo Blower PLC shall be capable for communication through Ethernet /IP communication protocol.

2.8 SHOP PAINTING

- A. The blower enclosure shall be painted in MANUFACTURER's standard color. Painted carbon steel enclosures shall be Zinc primed and dual powder coated with a total dry film thickness of 4 mils dft.

2.9 FACTORY ACCEPTANCE TESTS

- A. All equipment shall be factory tested in accordance with a pre-approved Test Procedure by the Engineer during submittals approval.
 - B. Tests shall be performed on the actual assembled unit being supplied for this project. Prototype model tests and calculated values based on previous model testing will not be acceptable.
 - 1. Functional Package Test: Blower(s) shall be given a factory mechanical test to assure mechanical integrity. If the test indicates that adjustments are necessary to ensure conformance with specifications, such adjustments shall be made prior to shipment. Unless otherwise specified, a certified report of a mechanical test of each blower furnished shall be provided. The mechanical test shall consist of operating the units at or near design conditions for a minimum of one (1) hour. Test data shall include duration of the test, bearing temperatures, speed, brake horsepower, pressure and temperature rise and vibration level.
 - 2. Performance Test: A certified report of a performance test of the blowers furnished shall be submitted to the Engineer for review. The performance test shall be performed in accordance with the American Society of Mechanical Engineers (ASME-PTC10-1997 (TYPE 2) Power Test Code for Displacement Compressors, Vacuum Pumps and Blowers and shall demonstrate the durability with the applicable performance criteria specified.
 - C. In the event the blower fails to meet the performance requirements specified, the Engineer shall have the right to require the MANUFACTURER to modify or replace the blower to meet the performance requirements specified.
 - D. Any subsequent tests as may be necessary to ensure compliance with these Specifications shall be performed at no additional cost to the Owner.
 - E. Performance tests shall cover the design points 1, 2, 3 and 4 contained in paragraph 2.1.B – Table 1 of this specification. Any additional test points requested beyond these points can be provided at the additional cost of \$1300 USD per test point, for a maximum of three additional test points.
 - F. The MANUFACTURER/Contractor shall notify the Engineer and Owner at least 30 days prior to conducting the factory acceptance tests. The contractor, owner, and engineer shall confirm their decision and/or acceptance of the proposed date within five (5) days of receipt of the MANUFACTURER's notification.
 - G. The MANUFACTURER shall complete production and acceptance testing of the product on a schedule pre-agreed to with the owner and contractor. Should there be a
-

delay of more than fifteen (15) days for the owner and/or contractor to take delivery, the MANUFACTURER shall invoice the amount allocated for delivery on the order and store the product on their premises until delivery is approved.

PART 3 - EXECUTION

3.1 GENERAL

A. ASSEMBLY AND INSTALLATION

1. MANUFACTURER to certify installation readiness (installation by others) prior to start-up for conformance to MANUFACTURER's instructions.

B. MANUFACTURER'S SERVICES:

1. Provide the on-site services of a qualified, factory-trained representative of the MANUFACTURER for review of each part of the installation before approval.
2. The MANUFACTURER's qualified service technician will be required to visit the site for start-up and operator training.
3. During this visit the MANUFACTURER's representative will review the installation with the owner, engineer and installation contractor, and approve the installation, as well as re-inspect all equipment for proper assembly, installation, and calibration.
 - a. All components shall operate without alarms or shut downs, except as intended, for eight consecutive hours.
 - b. Equipment shall operate through the design performance range consistent with available flows. Adjust, balance, calibrate and verify that the equipment, safety devices, controls and process system operate within the design conditions.

END OF SECTION

EXHIBIT 2



PROPOSAL # 2000-21

WASTEWATER TURBO AERATION BLOWER

City of Sheboygan, WI



SUBMITTED TO:

City of Sheboygan
Purchasing Agent

Bernard Rammer

bernard.rammer@sheboyganwi.com

828 Center Av., Suite 205
Sheboygan, WI 53081

SUBMITTED BY:

Lone Star Blower, Inc.

Alessandro Lequio
PH: 832-982-8818

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8883 West Monroe Road
Houston, TX 77061

REPRESENTED BY

Energenecs

Larry Henderson

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Lone Star Blower, Inc.

August 2021



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B	Bid Forms and Bid Security <ol style="list-style-type: none">1. Form 1: Vendor Profile2. Form 2: Cost Proposal3. Form 3: References4. Bid Bond5. Disclosure Letter
C	Design and Performance <ol style="list-style-type: none">1. Scope of Supply2. Warranties and Guarantees3. Specification Compliance and Value Adds4. Blower Performance Data and Curves5. Blower Dimensional Drawing6. Blower Technical Brochure
D	Experience <ol style="list-style-type: none">1. Partial Installation References2. Installation Lists3. Company Overview & Qualifications
E	Operation and Maintenance <ol style="list-style-type: none">1. Startup and Shutdown Procedures2. Safety and Monitoring3. Lifting/Forklift Requirements4. Routine Maintenance Requirements5. Service Capabilities Overview



TAB A
COVER LETTER



Office: + 832 532 3112
Fax: + 832 532 3115
www.lonestarblower.com

PROPOSAL TAB A – COVER LETTER

August 3, 2021

Bidders Name:

Lone Star Blower, Inc.
8883 West Monroe
Houston, TX 77061

Point of Contact: Alessandro Lequio (832-982-8818, alequio@lonestarblower.com)

Local Representative:

Energenecs

Point of Contact: Larry Henderson (262-377-6360, larry.henderson@energenecs.com)

Project Reference: Request for proposal # 2000-21 – Wastewater Turbo Aeration Blower

Please find enclosed Lone Star Blower, Inc. (LSB) proposal for the above referenced project. We are interested in being selected for this work and are offering our Dual Core High Speed Turbo Blower in compliance with the specification requirements.

Lone Star Blower, Inc. is an ISO 9001 Certified Manufacturer, Packager, and Service Company for blower and blower control systems. We have locations globally including our USA based factory and Service Center in Houston, TX, USA. All packaging, testing and services for the proposed blowers are executed at our factory in Houston, Texas.

For this project we propose our high-speed dual core turbo blower, TurboMAX Gearless unit, Model DT-MAX400D-C100. Our offer meets and, in some cases, exceeds the requirements of the bid document. There are more than 6,100 of the proposed UL Listed DT TurboMAX high speed turbo blowers installed worldwide. During the last 10 years, the installations of these units in North America have not experienced any failures or core replacements.

We thank you for the opportunity to work with you on this project. Lone Star is available to meet in person to review our blower design and we welcome you to visit our Houston Factory either in person or through a virtual visit to review our capabilities and superior blower design.

Best Regards,

A handwritten signature in black ink, appearing to read "ALEQUIO".

Alessandro Lequio (alequio@lonestarblower.com, 832-982-8818)
Sales Manager
Lone Star Blower, Inc.



BID ENCLOSED

TAB B

BID FORM and BID SECURITY

1. Form 1: Vendor Profile
2. Form 2: Cost Proposal
3. Form 3: References
4. Bid Bond
5. Disclosure Letter

For Vendor Profile

REP of Wastewater Operation Power

COMPANY INFORMATION

This form must be returned with your response.

LONE STAR BLOWER, INC.			
47-1826663		d	
Alessandro Lequio		Sales Manager	
832-982-8818		832-532-3115	
alequio@lonestarblower.com			
8883 West Monroe Road	Houston	TX	77061

ORDERS CONTACT

Address

Brittany Hardy		Accounting Clerk	
832-532-3112		832-532-3115	
bhardy@lonestarblower.com			
8883 West Monroe Road	Houston	TX	77061



Request for Proposal

Request for Proposal Wastewater Treatment Plant

This form must be returned with your response.

Proposals should be submitted to the City of Sheboygan, 1000 Wisconsin Street, Sheboygan, WI 53081. Proposals should be submitted to the City of Sheboygan, 1000 Wisconsin Street, Sheboygan, WI 53081.

Manufacturer: LONE STAR BLOWER, INC.

Manufacturer Address: HOUSTON, TX

Model Number: DT-MAX400D-C100

Proposals should be submitted to the City of Sheboygan, 1000 Wisconsin Street, Sheboygan, WI 53081. Proposals should be submitted to the City of Sheboygan, 1000 Wisconsin Street, Sheboygan, WI 53081.

Proposals should be submitted to the City of Sheboygan, 1000 Wisconsin Street, Sheboygan, WI 53081. Proposals should be submitted to the City of Sheboygan, 1000 Wisconsin Street, Sheboygan, WI 53081.

Price: 140,128.00 USD

One hundred and forty one thousand two hundred and eighty zero

Proposals should be submitted to the City of Sheboygan, 1000 Wisconsin Street, Sheboygan, WI 53081. Proposals should be submitted to the City of Sheboygan, 1000 Wisconsin Street, Sheboygan, WI 53081.

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Proposals should be submitted to the City of Sheboygan, 1000 Wisconsin Street, Sheboygan, WI 53081. Proposals should be submitted to the City of Sheboygan, 1000 Wisconsin Street, Sheboygan, WI 53081.

Signature of Sales Manager

Manufacturer: LONE STAR BLOWER, INC.

Address: 8883 West Monroe Road Houston TX 77061



or References

RFP Wastewater Treatment Plant

This form must be returned with your response.

RE FERENCE - CONTACT INFORMATION			
CONTACT NAME City of Monroe, WI WWTP	CONTACT NAME Joe Solawetz		
ADDRESS 1224 10th Avenue	CITY Monroe	STATE WI	ZIP 53566
PHONE NUMBER 608-558-8871	FAX NUMBER		
EMAIL wwtp@cityofmonroe.org			
MODEL NUMBER LSB DT-MAX200	YEAR 2013		
COMMENTS			

RE FERENCE - CONTACT INFORMATION			
CONTACT NAME City of Oceanside, CA - San Luis Rey WWTP	CONTACT NAME Mark Patnode		
ADDRESS 760-435-5840	CITY Oceanside	STATE CA	ZIP
PHONE NUMBER 760-435-5840	FAX NUMBER		
EMAIL mpatnode@ci.oceanside.ca.us			
MODEL NUMBER LSB DT-MAX500	YEAR 2017		
COMMENTS			

RE FERENCE - CONTACT INFORMATION			
CONTACT NAME Mahoning County, OH - Boardman WWTP	CONTACT NAME Nick Jordan		
ADDRESS 7890 E Parkside	CITY Boardman	STATE OH	ZIP
PHONE NUMBER 330-758-6641	FAX NUMBER		
EMAIL njordan@mahoningcountyoh.gov			
MODEL NUMBER LSB DT-MAX300	YEAR 2018		
COMMENTS			



**Swiss Re
Corporate Solutions**

BID BOND

CONTRACTOR:

(Name, legal status and address)

Lone Star Blower, Inc.
8883 W. Monroe Rd., Houston, TX 77061

OWNER:

(Name, legal status and address)

City of Sheboygan
828 Center Ave., Suite 205, Sheboygan, WI 53081

BOND AMOUNT:

5% G.A.B. Five Percent of the Greatest Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Purchase of (1) Aeration Blower for the City of Sheboygan Wastewater Treatment Facility

SURETY:

North American Specialty Insurance Company
1450 American Lane, Suite 1100
Schaumburg, IL 60173

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

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

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Executed and sealed this 3rd day of August, 2021



Jacqueline M Champagne
(Principal)

Lone Star Blower, Inc.
(Principal) *(Seal)*

By: [Signature]
(Title)

North American Specialty Insurance Company
(Surety)

[Signature]
(Witness) Nikle Jeannette

By: [Signature]
(Title) David T. Miclette, Attorney-in-Fact



SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make constitute and appoint:

DAVID T. MICLETTE, BARRY K. McCORD, ROBERT C. DAVIS, ASHLEY BRITT, ALYSON CARMICHAEL, LACEY MAYFIELD, TABITHA DORMAN
NIKOLE JEANNETTE, HEATHER NOLES, ROBERT M. OVERBEY, JR., AND LAUREN O. MOUDY, JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

By Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 2ND day of SEPTEMBER, 20 20.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 2ND day of SEPTEMBER, 20 20, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 3rd day of August, 20 21



Office: + 832 532 3112
Fax: + 832 532 3115
www.lonestarblower.com

PROPOSAL TAB B – DISCLOSURE LETTER

August 3, 2021

Bidders Name:
Lone Star Blower, Inc.
8883 West Monroe
Houston, TX 77061

Project Reference: Request for Proposal # 2000-21 – Wastewater Turbo Aeration Blower

To whom it may concern, Lone Star Blower, Inc. confirms it does not have any current contract with the City of Sheboygan. In addition, Lone Star Blower, Inc. confirms it does not have any alleged significant prior or ongoing product failures, contract breaches, any civil or criminal litigation or investigation pending which involves the firm or in which the firm or members thereof has been judged guilty or liable or which may affect the performance of the services to be rendered herein, in which the Firm, any of its employees, subcontractors, or sub consultants is or has been involved in within the last three (3) years.

Best Regards,

A handwritten signature in black ink, appearing to read "ALEQUIO", written over a horizontal line.

Alessandro Lequio (alequio@lonestarblower.com, 832-982-8818)
Sales Manager
Lone Star Blower, Inc.



TAB C

DESIGN and PERFORMANCE

1. Scope of Supply
2. Warranties and Guarantees
3. Specification Compliance and Value Adds
4. Blower Performance Data and Curves
5. Blower Dimensional Drawing
6. Blower Technical Brochure

SCOPE OF SUPPLY

CUSTOMER: City of Sheboygan, WI REPRESENTATIVE: Energenecs
DATE: August 2, 2021
OWNER: City of Sheboygan, WI
EQUIPMENT: High Speed Wastewater Aeration Blower
PROPOSED BY: Alessandro Lequio

SUPPLIER: LONE STAR BLOWER
SPECIFICATION: Request for Proposal # 2000-21
SUBMITTALS: 2 weeks from executed P.O.
DELIVERY: 10-12 weeks from receipt of release to fabricate from Customer
OFFER VALIDITY: 60 Days

LONE STAR BLOWER

8883 West Monroe Road
Houston, Texas 77061

TEL: 832-532-3112
FAX: 832-532-3115



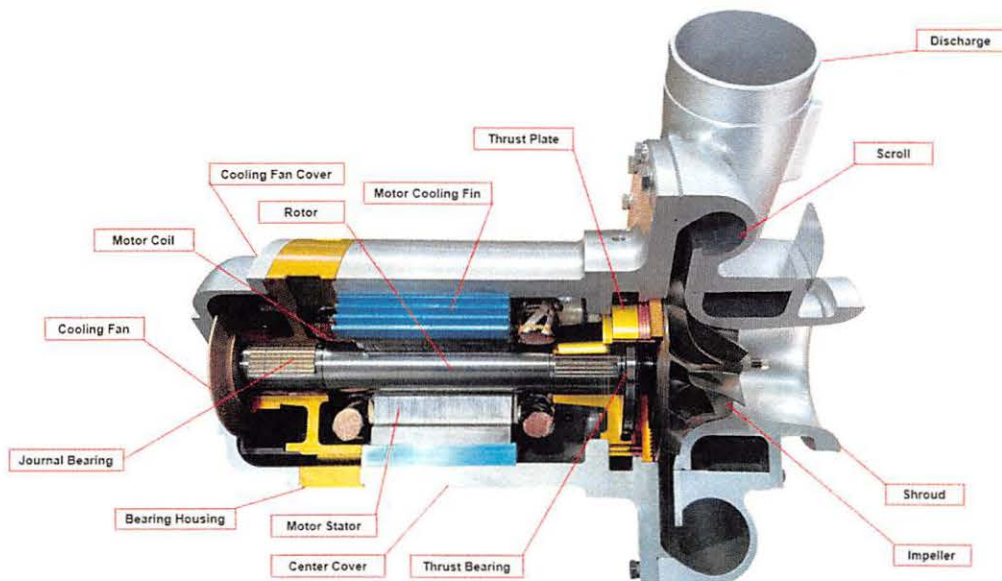
1.1 APPLICATION

APPLICATION	AERATION
DESIGN FLOW	5,500 ACFM
No. OF BLOWER PACKAGES	One (1) Dual Core
DESIGN PRESSURE	15 PSIG
DESIGN TEMPERATURE	100° F
DESIGN RH%	70%
BLOWER PACKAGE HP	400 HP (Two (2) 200 HP Cores)
PACKAGE SOUND PRESSURE LEVEL @ 3ft	80 dBA +/- 2 dBA

1.2 BLOWER DESIGN

The Gearless Air Bearing Turbo Blower design has rapidly evolved over the past 10 years. Lone Star offers the largest product range (20 to 1,000 HP) of gearless turbo blowers with over 6,100 units installed. The Gearless Turbo Blower offers:

- 20 to 40% more energy efficiency compared to other technologies
- 75 to 80 dba
- 1/3 the floor space compared to other technologies
- Oil Free Compression
- Low Maintenance
- Easy Installation – Plug & Play



Technical Offer – DT Series Blowers

Customer	City of Sheboygan, WI
Date	August 2, 2021

This proposal includes One (1) Dual Core MAX400D Blower Package. All components meet or exceed the requirements in Request for Proposal # 2000-21.

The Dual Core Blower Package is UL1450 Listed and includes the following integrated components to provide a complete package.

Two (2) Blower Cores w/:

- 7075 Aluminum Alloy Impeller, Anodized
- Titanium Alloy Shaft
- Direct Coupled High Efficient Permanent Magnet Synchronous Motor, 480V/3ph/60Hz
- Air Foil Bearings w/Nano Silver Triple Treatment (NTSB) and 3-Stage Heat Treatment, and 50,000 start/stop guarantee
- Blow-Off Valve/Silencer
- Internal Vibration and Dynamic Absorption Isolators

Two (2) High Efficiency Variable Frequency Drives

- 480V/3ph/60Hz, UL508 Listed
- Compliance with standards of ANSI, NEMA, IEEE, and National Electric Code

Electric Filters and Harmonic Filter, include:

- Input Reactors
- Sinus Filters

Blower Local Control Panel (LCP) (not all features and functions listed)

- PLC Based Controller: Allen Bradley MicroLogix Model 1100
- Operator Interface Terminal (OIT): Allen Bradley PanelView Plus
- Certified per UL 508A
- Communication capability with SCADA and MCP network via Ethernet
- Control Functionality for Operation, Monitoring, and Safety Protection
- Capability for Remote Monitoring via VPN or Cell Network (customer permitting)

Instrumentation:

- Inlet Filter Differential Pressure Transmitter
- Inlet Air Temperature Transmitter
- Discharge Air Pressure Transmitter
- Discharge Air Temperature Transmitter
- Differential Pressure Transmitter
- Motor Winding Temperature Sensors

Acoustic Enclosure

- All above components integrated into an acoustic enclosure
- Integral Inlet Filter/Silencer with Louver

Technical Offer – Blower Accessory Package (shipped loose)

Customer	City of Sheboygan, WI at
Date	August 2, 2021

Lone Star Blower includes all required accessories for a complete system.

Discharge Accessories (Shipped Loose; for each blower, for installation by Customer):
Discharge Check Valves, Wafer Style, w/VITON Seat (2 per blower package)

Technical Offer – Testing

Customer	City of Sheboygan, WI
Date	August 2, 2021

Lone Star Blower performs mechanical testing under full load for all new blowers. The standard mechanical test includes balance report and vibration analysis. In addition, the following tests are included:

- ASME PTC-10 Performance Guarantee Test
- FAT Control Panel Testing Noise Tests
- Noise Test

Technical Offer – Packaging and Freight

Customer	City of Sheboygan, WI
Date	August 2, 2021

Lone Star Blower ships from our Houston, Texas, USA factory. Packaging, Handling and Freight FOB Jobsite (INCOTERM® 2010) is included. Equipment will be shrink wrapped and labeled.

Technical Offer – Field/Startup Services

Customer	City of Sheboygan, WI
Date	August 2, 2021

Lone Star Blower has a fully trained and experienced service group which will perform field service, equipment commissioning, plant personnel training and bi-annual visits during the first year of warranty.

Technical Offer – Spare Parts

Customer	City of Sheboygan, WI
Date	August 2, 2021

Lone Star Blower stocks parts locally in Houston, TX. The following spare parts are included:

- One (1) Spare Sets of Filter Elements
Note: Special tools not required for proposed model.

Technical Offer –Warranties & Guarantees

Customer	City of Sheboygan, WI
Date	August 2, 2021

SPECIFIED WARRANTY & GUARANTEES INCLUDED IN BASE OFFER

Complete Package 3-Year Warranty:

LONE STAR BLOWER (LSB) is including a complete **three-year** warranty from substantial completion on the complete proposed blower package or **42 months after delivery**, whichever occurs first. LSB warrants the DT-MAX Gearless Turbo product supplied to be free from defects in material and/or workmanship under normal use and service. LSB warrants that all equipment, materials, and work will conform with the specifications, will be new, current and sufficient for application and operating conditions specified. LSB includes a **maintenance service** including bi-annual visits for the first year of this warranty.

BLOWER BEARINGS 50,000 Start/Stop Cycles Guarantee: A 50,000 Start/Stop Cycles

Guarantee or 10-year, whichever occurs first, is included for the proposed airfoil bearings. Guarantee will begin upon start-up by LSB. Guarantee is based on normal operating conditions and environmental conditions specified. If bearings need replacing before end of guarantee, LSB will provide replacement bearings or replacement core.



Office: + 832 532 3112

Fax: + 832 532 3115

www.lonestarblower.com

Specification Compliance and Value Adds

Lone Star Blower (LSB) is quoting blowers and accessories in compliance with technical requirements detailed in Request for Proposal # 2000-21. Below are details items where our offer exceeds requirements:

✓✓ exceed – Proposed equipment is in compliance and exceeds requirements

Note	Paragraph	Comment/Clarification
Note 1 ✓✓ exceed	1.6.A	LSB includes a warranty on entire blower package for three (3) years from substantial completion or 42 months from shipment, whichever occurs first (see Tab C Item 2)
Note 2 ✓✓ exceed	2.1.B	LSB guarantees power consumption as specified. As detailed in Tab C Items 1 & 2) LSB can also provide verification of 0% guarantees per ASME PTC-13, which is the new test code released in 2019 specifically developed for this type of blower packages.
Note 3 ✓✓ exceed	2.3.A	LSB impellers are anodized offering long term added protection against environmental conditions and corrosion resistance up to 50 ppm of H2S.
Note 4 ✓✓ exceed	2.3.B	Lone Star Blower (LSB) includes advanced bearing design (see attached descriptive slide) with Nano Silver Triple Treatment Bump Style Bearings (NSTB) for improved abrasion resistance, elasticity and durability which guarantees bearing life to exceed for 50,000 start/stop cycle (see Tab C Item 2)
Note 3 ✓✓ exceed	2.3.E	LSB design does not require any external fan or closed loop cooling water glycol system. Cooling airflow for electrical components and motor is obtained through vacuum created by the unit and patented fan mounted opposite do the impeller (see attached descriptive slide).

DT - Gearless Turbo

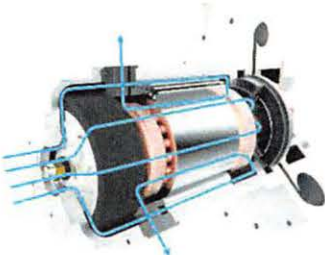
Core Technologies



[Air Bearing]



[Impeller]



[High Speed Motor]



[Controller]



Your ONE solution for blower and compressor systems

DT - Gearless Turbo

Air Foil Bearings Like No Other

- Nano Silver Triple Treatment Bearing (NSTB)+
- Improvement of Abrasion, Elasticity, & Durability
- 50,000 Start Stop Warranty or 10 Years
- Best in the Industry



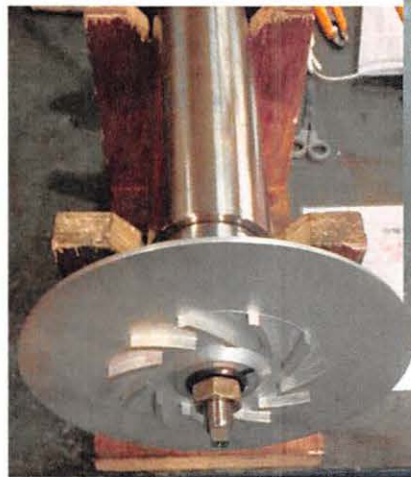
Your ONE solution for blower and compressor systems

DT - Gearless Turbo

Cooling System

Patented Design

- Dissipates the heat generated by the motor
- Heated air is discharged and NOT ingested
- Results in longer life of the motor and operates the turbo package more efficiently!



Your ONE solution for blower and compressor systems

DT Series Gearless Turbo Blower



Power: 20 to 500 HP / 15 to 375 kW

Flow: 150 to 15,000 SCFM / 250 to 25,000 nm³/h

Pressure: 2 to 20 PSI / 0.1 to 1.4 bar

Air, Pressure

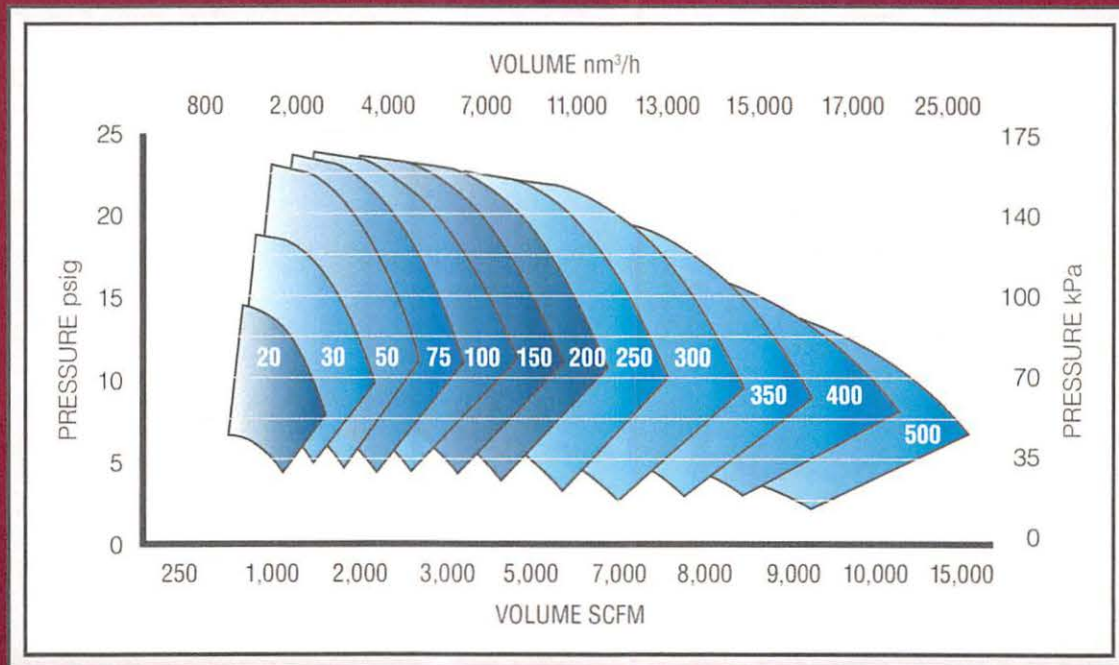
Your ONE Solution for Blower Systems

DT Series Gearless Turbo Blower

With more than 5,000 installations since 2006, our gearless (high speed) turbo blower represents the most successful and largest installed base in the world. As the leader of this technology our product has proven reliability and performance in a market with many entries.

Product Features

- High Efficiency
- Small Footprint
- No Lubrication
- Low Maintenance
- Self Cooled
- Completely Pre-Packaged
- Sound Levels Near 80 dBA



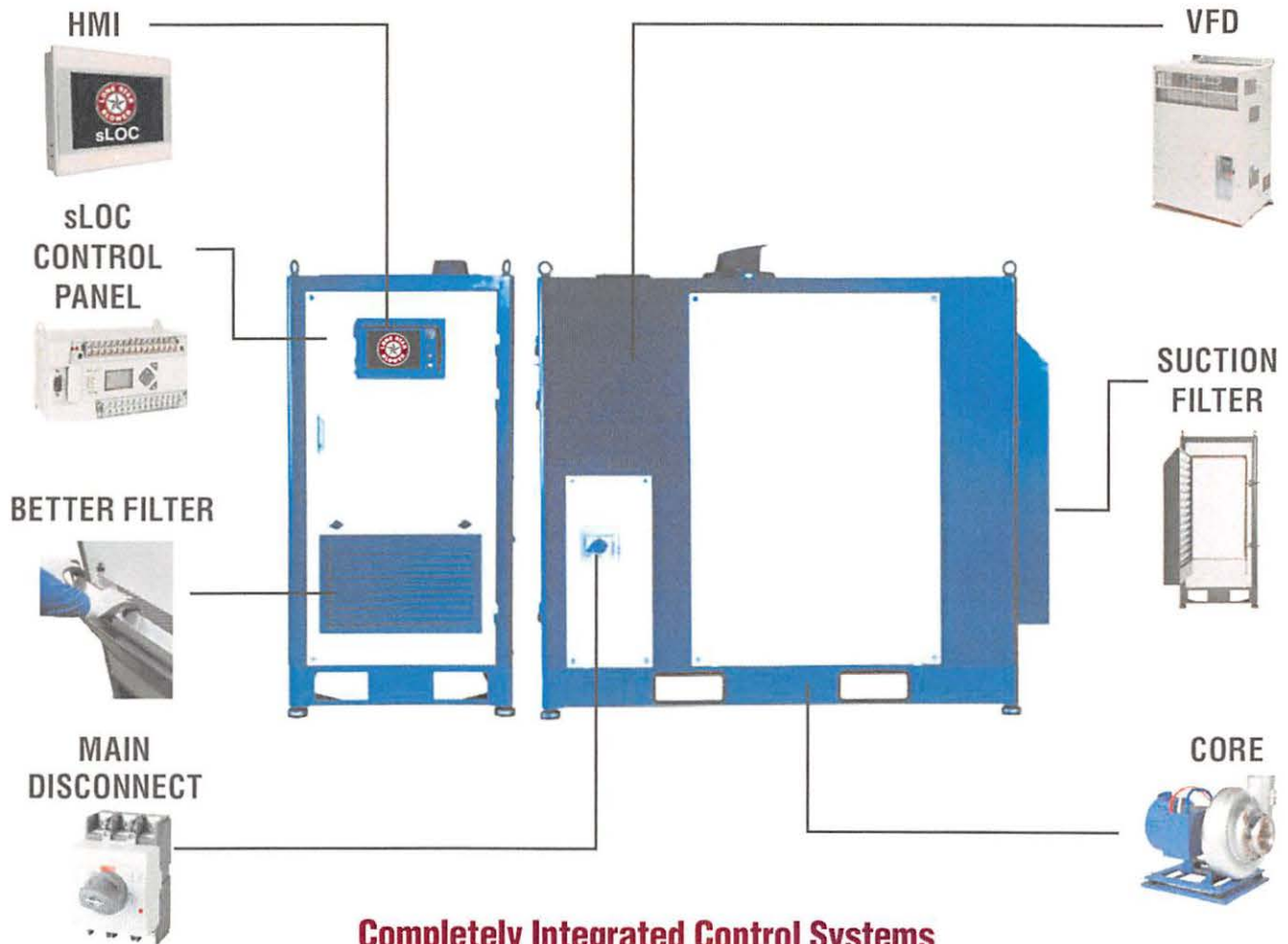
**Multi-core packages available to
suit your application**

DT Series Gearless Turbo Blower

Advanced technology with a high speed direct coupled motor and impeller that operates lubricant free.

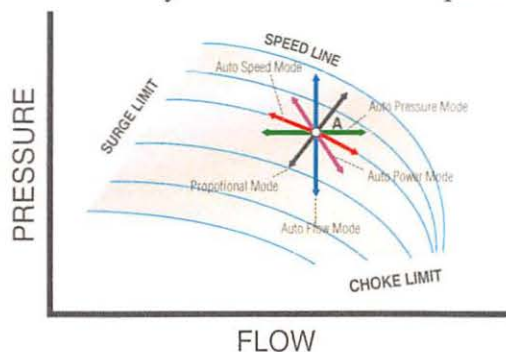
Packaged System

Complete system is integrated in a single enclosure. Add power and piping and it is ready to get to work. Includes controller, variable frequency drive, filter, and preconstructed in a sound enclosure.



Completely Integrated Control Systems

On board control safely operates the blower system and can integrate with any network. Easy to interface and operate.



DT Series Gearless Turbo Blower

Advanced technology with a high speed direct coupled motor and impeller that operates lubricant free.

Bearings: Air Bearing Technology

Nano Silver Coating on the bearing surface combined with triple stage heat treatment offers the longest start/stop guarantees in the world with over 100,000 stop/starts.

Permanent Magnet High Speed Motor

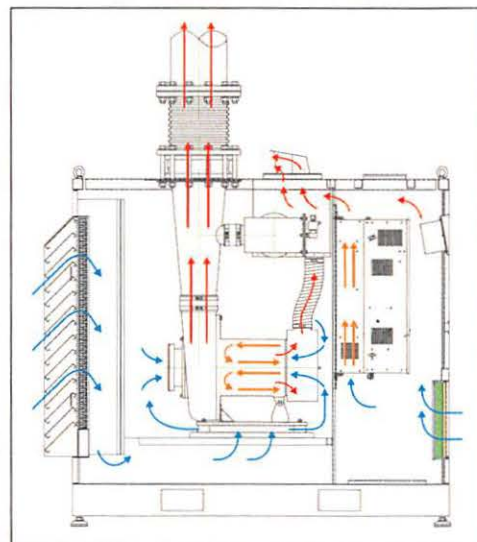
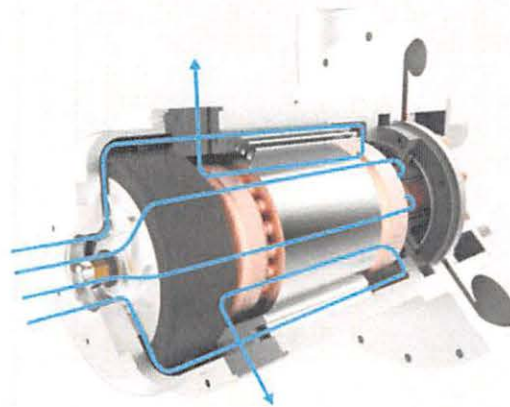
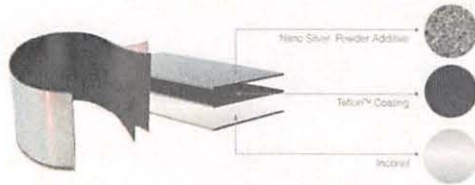
High speed permanent magnet motors offer superior efficiency at partial load as compared to traditional induction motors. The patented NO-0675821 forced cooling systems of our motors allow a longer life, even in the hottest environments.

Aerodynamic Perfection

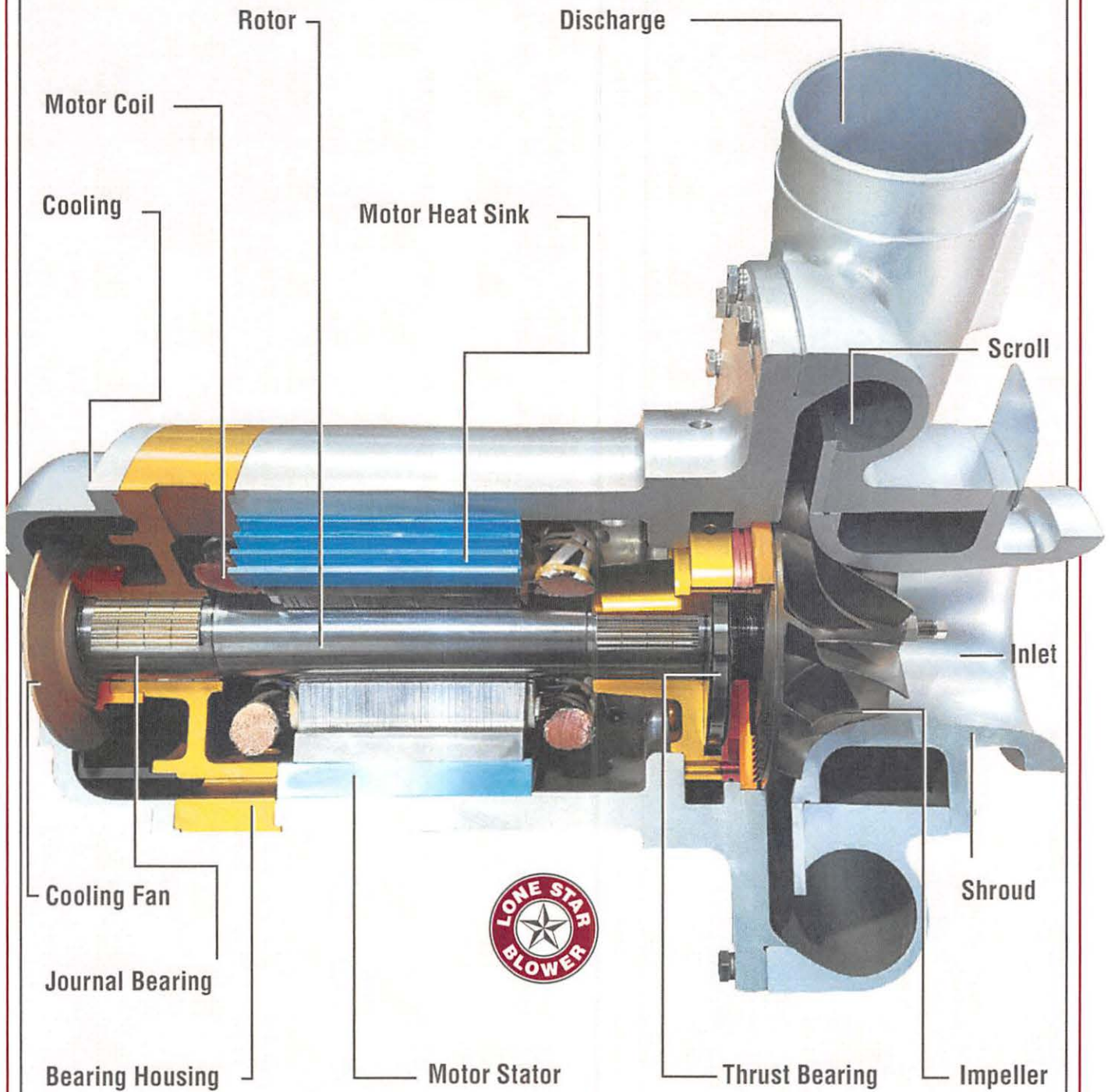
Impeller design achieves three targets. Wide turndown, stable rise to surge, and high efficiency. Five axis machining of forged aluminum with a final anodized coating for performance and hardness.

Cooling System

Completely integrated and self cooling without the use of additional fans. Inlet air to the compressor drives all cooling air through the motor and VFD while heated air is discharged separately to improve overall efficiency. Patent No. 10-0675821



Core Technology



Applications



Water and Waste Water



Food and Beverage



Utility Power



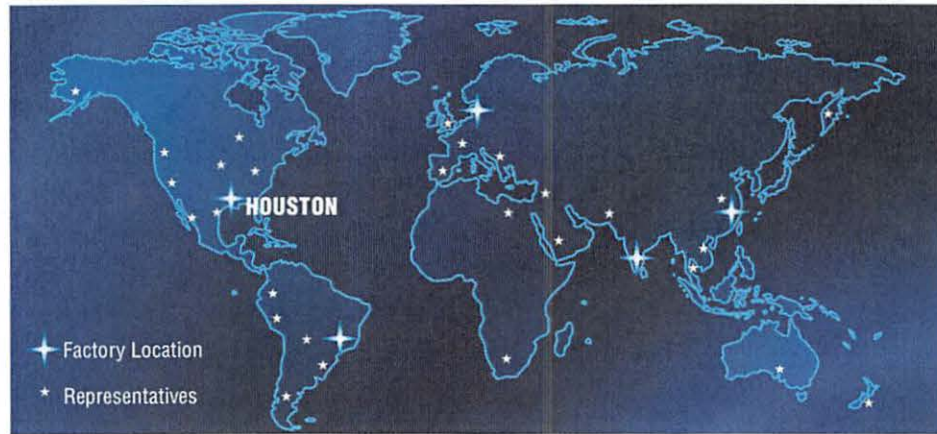
Petro-chemical



Industrial

LONE STAR GLOBAL NETWORK

We have locations around the world to serve you



**We manufacture the most advanced line
of turbo blowers in the world.**

Please visit our website at www.lonestarblower.com or
call us today regarding your next application.

GL

G geared Turbo



LS

Multistage Turbo



DT

Gearless Turbo



CS

Control Systems



PS

Packaged Systems



AM

Aftermarket



Lone Star Blower

8883 West Monroe Road
Houston, Texas 77061 USA
Tel: +1 832-532-3112
Fax: +1 832-532-3115
Email: info@lonestarblower.com



TAB D

EXPERIENCE

1. Partial Installation References
2. Installation Lists
3. Company Overview and Qualifications

ITEM 1 - REFERENCES



There are over 6,100 units installed globally of the proposed DT MAX Series Blower technology. The following are reference installations using same blower core models or similar sized to that proposed. In addition, North America and installation list are attached. Additional references and site specific information, available upon request.

REFERENCE 1



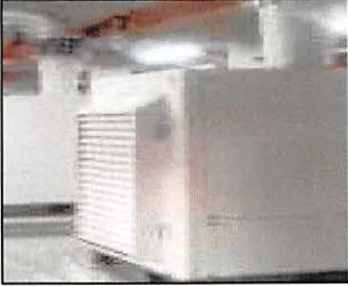
Project Name	City of Monroe WWTP
Location	1224 10th Ave W, Monroe, WI 53566
Year	2013
Application	Aeration
Number of Units	1
Blower Model	MAX200
Design Engineer	City of Monroe
Airflow Range	4,000 SCFM - 2,000 SCFM
Design Discharge Pressure	10.5 PSIG
Motor HP Rating	200 HP
Plant Contact Person	Joe Solawetz
Position/Title	Plant Supervisor
Telephone Number	608-558-8871
E-Mail	wwtp@cityofmonroe.org

REFERENCE 2



Project Name	Hamby WRF (Abilene, TX)
Location	19000 Co Rd 309, Abilene, TX 79601
Year	2013
Application	Aeration (MBR)
Number of Units	4
Blower Configuration	MAX300
Design Engineer	City Engineer
Airflow Range	6,000 SCFM - 2,800 SCFM
Design Discharge Pressure	8.0 PSIG
Motor HP Rating	300 HP
Plant Contact Person	John Holten
Position/Title	Plant Supervisor
Telephone Number	325-458-2237
E-Mail	John.Holten@abilenetx.com

REFERENCE 3



Project Name	Kaluga Water Treatment Plant
Location	80, St. Saltykov-Shchedrina, Kaluga city, Russia
Year	2015
Application	Aeration
Number of Units	1
Blower Model	MAX600D
Design Engineer	N/A
Airflow Range	14,500 scfm - 3,500 SCFM
Design Discharge Pressure	8.5 PSIG
Motor HP Rating	600 HP
Plant Contact Person	Mr. Katov Uriy
Position/Title	Plant Manager
Telephone Number	+7-4842-211-112
E-Mail	katkov-vk@mail.ru

REFERENCE 4



Project Name	Heonan Daedanglinju Hangmok
Location	Linzhou Economic Development Zone, Henan Province, China
Year	2016
Application	Aeration
Number of Units	2
Blower Configuration	MAX600D
Design Engineer	N/A
Airflow Range	8,000 scfm - 4,000 SCFM
Design Discharge Pressure	15.3 PSIG
Motor HP Rating	600 HP
Plant Contact Person	Mr. Wang Winryang
Position/Title	Plant Manager
Telephone Number	+86-0372-6168013
E-Mail	dtlzrdzjb@163.com

REFERENCE 5



Project Name	City of Bucyrus WWTP
Location	1500 West Southern Avenue, Bucyrus, Ohio 44820
Year	2016
Application	Aeration
Number of Units	2
Blower Model	MAX100
Design Engineer	Branstetter Carroll
Airflow Range	1,500 SCFM - 700 SCFM
Design Discharge Pressure	7.5 PSIG
Motor HP Rating	100 HP
Plant Contact Person	Tim Wood
Position/Title	Chief Operator
Telephone Number	419-562-8981
E-Mail	wwtpchiefop@cityofbucyrusoh.us

REFERENCE 6



Project Name	Tancheon Center
Location	625, Gaepo-ro, Gangnam-gu, Seoul, Republic of Korea
Year	2016 & 2018
Application	Aeration
Number of Units	2
Blower Model	MAX800D
Design Engineer	N/A
Airflow Range	16,800 - 4,300 SCFM
Design Discharge Pressure	10 PSIG
Motor HP Rating	800 HP
Plant Contact Person	Mr. Bong-gu Lee
Position/Title	Plant Manager
E-Mail	lb9808@naver.com

REFERENCE 7



Project Name	San Luis Rey WWTP (Oceanside, CA)
Location	3950 N River Rd, Oceanside, CA 92058
Year	2017
Application	Aeration
Number of Units	2
Blower Model	MAX500
Design Engineer	City of Oceanside
Airflow Range	9,700 SCFM - 4,500 SCFM
Design Discharge Pressure	8.5 PSIG
Motor HP Rating	500 HP
Plant Contact Person	Mark Patnode
Position/Title	Utilities Supervisor
Telephone Number	760-435-5840
E-Mail	mpatnode@ci.oceanside.ca.us

REFERENCE 8



Project Name	Boardman WWTP (Boardman, OH)
Location	7980 E Parkside Dr, Youngstown, OH 44512
Year	2018
Application	Aeration
Number of Units	3
Blower Model	MAX300
Design Engineer	AECOM
Airflow Range	6,000 SCFM - 2,800 SCFM
Design Discharge Pressure	7.5 PSIG
Motor HP Rating	300 HP
Plant Contact Person	Nick Jordan
Position/Title	Superintendent
Telephone Number	330-758-6641
E-Mail	Njordan@mahoningcountyoh.gov

REFERENCE 9



Project Name	Carters Creek WWTP (College Station, TX)
Location	2200 N Forest Pkwy, College Station, TX 77845
Year	2018
Application	Aeration
Number of Units	2
Blower Model	MAX300
Design Engineer	Stantec/Bury
Airflow Range	6,000 SCFM - 2,800 SCFM
Design Discharge Pressure	8.0 PSIG
Motor HP Rating	300 HP
Plant Contact Person	Kevin O'Neill
Position/Title	Plant Supervisor
Telephone Number	979-764-6275
E-Mail	koneull@cstx.gov

REFERENCE 10



Project Name	Seonam Water Purification Center
Location	11, Saejae-ro, Siheung-si, Gyeonggi-do, Republic of Korea
Year	2019
Application	Aeration
Number of Units	4
Blower Model	MAX600D
Design Engineer	N/A
Airflow Range	12,400 SCFM - 3,500 SCFM
Design Discharge Pressure	7.5 PSIG
Motor HP Rating	600 HP
Plant Contact Person	Mr. Sukyul Lee
Position/Title	Area Manager
Telephone Number	82236602200
E-Mail	aurlee@hanmail.net

Item 2 Installation List



LONE STAR BLOWER DT-MAX Series Gearless Turbo North America Installation List

Customer	Country	State or Province	Model	Qty	Flow (scfm)	Pressure (PSIG)	Year	Process
Connersville	USA	IN	MAX75	1	1,400	8.0	2010	WW Aeration
Little Rock (Kimberly Clark)	USA	AR	MAX300	2	5,800	11.4	2011	WW Aeration
Little Rock (Kimberly Clark)	USA	AR	MAX100	3	1,700	8.2	2011	WW Aeration
Running Spring	USA	CA	MAX50	1	600	8.5	2011	WW Aeration
Huntsville	USA	TX	MAX100	3	1600	8.8	2011	WW Aeration
Huntsville	USA	TX	MAX50	3	500	7.5	2011	WW Aeration
City of Houston	USA	TX	MAX100	2	1500	8.2	2012	WW Aeration
City of Houston	USA	TX	MAX400	2	6,600	12.8	2012	WW Aeration
Colorado Springs	USA	CO	MAX100	4	1,900	11.6	2012	WW Aeration
Monroe	USA	WI	MAX200	1	4,000	10.5	2013	WW Aeration
Abilene	USA	TX	MAX300	4	6,000	8.0	2013	WW Aeration
City of Houston	USA	TX	MAX50	1	500	8.2	2014	WW Aeration
Fairhope	USA	AL	MAX30	2	576	8.7	2014	WW Aeration
City of Burton	USA	OH	MAX30	3	488	8.6	2014	WW Aeration
City of Midland	USA	TX	MAX300	4	5,000	10.3	2015	WW Aeration
Escondido	USA	CA	MAX75	1	600	9.0	2015	WW Aeration
City of Bucyrus	USA	OH	MAX100	1	1,500	7.5	2016	WW Aeration
Oceanside	USA	CA	MAX500	2	9,700	8.5	2017	WW Aeration
Harris County (HC MUD 170)	USA	TX	MAX150	4	2,800	7.5	2017	WW Aeration
Boardman WWTP	USA	OH	MAX300	3	6,000	7.5	2017	WW Aeration
College Station (Carters Creek WWTP)	USA	TX	MAX300	2	6,000	8.0	2017	WW Aeration
Candlelight WWTP (Spring)	USA	TX	MAX50	1	1,125	7.0	2017	WW Aeration
AJ Brown WWTP	USA	TX	MAX100	3	1,600	10.0	2018	WW Aeration
AJ Brown WWTP	USA	TX	MAX50	3	1,200	4.5	2018	WW Aeration
Greenwood Village WWTP (Houston)	USA	TX	MAX100	2	2,150	6.0	2018	WW Aeration
College Station	USA	TX	MAX150	2	2,600	7.0	2018	WW Aeration
Winnipeg	Canada	MB	MAX400	6	6800	11.0	2018	WW Aeration
Pine Trail	USA	TX	MAX100	1	2,500	7.0	2019	WW Aeration
Brittmoore	USA	TX	MAX100	1	2,300	7.5	2019	WW Aeration
College Station (Lick Creek WWTP)	USA	TX	MAX200	3	3,959	9.0	2019	WW Aeration
Mosquito Creek	USA	OH	MAX125	3	2,000	10.5	2020	WW Aeration
Security WWTP	USA	CO	MAX125	2	2,000	7.2	2019	WW Aeration
Security WWTP	USA	CO	MAX125	2	1,000	7.2	2019	WW Aeration
Dowdell WWTP	USA	TX	MAX50	3	1,000	7.1	2019	WW Aeration
TRA Denton Creek	USA	TX	MAX100	2	2,250	7.5	2020	WW Aeration
Flyod Branch RWWTP	USA	TX	MAX200	3	3,000	10.8	2020	WW Aeration
Orange WWTP	USA	MA	MAX40	2	850	8.0	2019	WW Aeration
Park Creek WWTP	USA	TX	MAX20	2	250	7.0	2020	WW Aeration
Caguas, PR	USA	PR	MAX500	4	10,000	9.0	2020	WW Aeration
Veranda WWTP	USA	TX	MAX75	3	1,203	8.5	2020	WW Aeration
Kiel, WI	USA	WI	MAX250	4	6,334	7.8	2021	WW Aeration
Fort Wayne WWTP	USA	IN	MAX500	2	10,190	8.5	2021	WW Aeration
Rexburg WWTP	USA	ID	MAX250	3	4,320	7.0	2021	WW Aeration

There are over 6,100 units installed globally which makes the DT-MAX Series one of the world's most used gearless turbo blower. A longer more extensive installation list can be supplied upon request.

ITEM 2 - PARTIAL WORLDWIDE INSTALLATION LIST

As the complete installation list is extensive, included is an excerpt from it. This excerpt includes, first installations in 2007 and units 300 HP or larger. 300 HP and larger installations use same or similar blower core size proposed for this project in a single or dual core configuration.

PROJECT	LOCATION	SPECIFICATION	MODEL	UNIT	YEAR	APPLICATION
Munsan Industrial Complex WWTP	KOREA	36 m ³ /min×8,000mmAq	MAX75	3	04,2007	AERATION
Taeback livestock WWTP	KOREA	50 m ³ /min×5,800mmAq	MAX75	3	07,2007	AERATION
Chungju STP	KOREA	36 m ³ /min×5,000mmAq	MAX75	2	11,2007	AERATION
Chungju STP	KOREA	50 m ³ /min×6,000mmAq	MAX75	1	11,2007	AERATION
Jungnang STP(Seoul)	KOREA	50 m ³ /min×6,000mmAq	MAX75	3	12,2007	AERATION
Jungnang STP(Seoul)	KOREA	50 m ³ /min×6,000mmAq	MAX75	2	10,2008	DE-ODOR
Andong STP	KOREA	50 m ³ /min×6,000mmAq	MAX75	1	02,2008	AERATION
Gongju WWTP	KOREA	45 m ³ /min×5,500mmAq	MAX75	2	05,2008	AERATION
LG Chem WWTP(Ochang)	KOREA	40 m ³ /min×6,300mmAq	MAX75	1	08,2008	AERATION
Gyeryong Hanwoo WWTP	KOREA	50 m ³ /min×6,000mmAq	MAX75	1	09,2008	AERATION
Hoengseong livestock night soil disposal ground STP	KOREA	50 m ³ /min×6,000mmAq	MAX75	2	11,2008	AERATION
Yeoncheon livestock night soil disposal ground STP	KOREA	55 m ³ /min×5,000mmAq	MAX75	2	12,2008	AERATION
Chungju STP	KOREA	38 m ³ /min×8,000mmAq	MAX75	1	12,2008	AERATION
Chungju STP	KOREA	50 m ³ /min×6,000mmAq	MAX75	1	12,2008	AERATION
Kangneung Industrial Complex WWTP	KOREA	30 m ³ /min×6,200mmAq	MAX75	2	05,2009	AERATION
Asan STP	KOREA	150 m ³ /min×6,500mmAq	MAX300	3	03,2009	AERATION
Gyeryong Hanwoo WWTP	KOREA	50 m ³ /min×6,000mmAq	MAX75	1	03,2009	AERATION
Chungju STP	KOREA	50 m ³ /min×6,000mmAq	MAX75	1	04,2009	AERATION
Saudi Arabia STP	SAUDI ARABIA	50 m ³ /min×5,000mmAq	MAX75	1	05,2009	AERATION
Ecozen STP(VIETNAM)	VIETNAM	40 m ³ /min×7,000mmAq	MAX75	1	07,2009	AERATION
M.S.C STP	KOREA	64 m ³ /min×3,200mmAq	MAX75	1	07,2009	AERATION
Heanamdo STP (CHINA)	CHINA	124 m ³ /min×8,500mmAq	MAX300	3	08,2009	AERATION
Munghyun Farm WWTP(Nonsan)	KOREA	60 m ³ /min×4,000mmAq	MAX75	1	08,2009	AERATION
Gyeongju WSTP	KOREA	185 m ³ /min×6,500mmAq	MAX300	4	11,2009	AERATION
Kwangyea STP(CHINA)	CHINA	163 m ³ /min×7,000mmAq	MAX300	3	08,2009	AERATION
Kwangyea STP(CHINA)	CHINA	40 m ³ /min×7,000mmAq	MAX75	3	09,2009	AERATION
Kwangyea STP(CHINA)	CHINA	36 m ³ /min×8,000mmAq	MAX75	1	09,2009	AERATION
Imsil STP	KOREA	50 m ³ /min×6,000mmAq	MAX75	1	02,2010	AERATION
Imsil STP(2nd)	KOREA	50 m ³ /min×6,000mmAq	MAX75	1	05,2010	AERATION
Banwol Dyeing Industrial Center STP	KOREA	52 m ³ /min×5,000mmAq	MAX75	2	06,2010	AERATION
Aram Breeders(Baekje Swine) STP	KOREA	66 m ³ /min×4,000mmAq	MAX75	1	07,2010	AERATION
Baekje Swine STP	KOREA	66 m ³ /min×4,000mmAq	MAX75	1	08,2010	AERATION
Qiqihar STP(CHINA)	CHINA	160 m ³ /min×6,500mmAq	MAX300	6	10,2010	AERATION
Shenzhen STP(CHINA)	CHINA	160 m ³ /min×7,500mmAq	MAX300	3	10,2010	AERATION
LG YX-Lingbo WWTP(CHINA)	CHINA	160 m ³ /min×8,000mmAq	MAX300	2	10,2010	AERATION
Orion Snack STP	KOREA	51 m ³ /min×6,000mmAq	MAX75	1	10,2010	AERATION
Gongchon STP	KOREA	175 m ³ /min×6,500mmAq	MAX300	3	12,2010	AERATION
Paju Gumchon STP	KOREA	50.2 m ³ /min×5,900mmAq	MAX75	3	12,2010	AERATION
HamYang STP	KOREA	50 m ³ /min×5,000mmAq	MAX75	4	12,2010	AERATION
Ulsan Gulhwa.Kangdong STP	KOREA	25 m ³ /min×8,600mmAq	MAX75	3	09,2011	AERATION
LG YX-Lingbo WWTP(2nd)-(CHINA)	CHINA	160 m ³ /min×8,000mmAq	MAX300	3	01,2011	AERATION
LG MMA STP	KOREA	55 m ³ /min×5,000mmAq	MAX75	2	02,2011	AERATION
Hangzhou STP(CHINA)	CHINA	155 m ³ /min×8,000mmAq	MAX300	4	02,2011	AERATION
Tech Win Co., Ltd	KOREA	40 m ³ /min×6,000mmAq	MAX75	2	01,2011	AERATION
Samsung Electric_Giheung WWTP	KOREA	2700Nm ³ /hr×4,500mmAq	MAX75	2	04,2011	AERATION
Changsha STP(CHINA)	CHINA	48 m ³ /min×6,860mmAq	MAX75	3	03,2011	AERATION
Hangzhou STP(CHINA)	CHINA	155 m ³ /min×8,000mmAq	MAX300	4	03,2011	AERATION
LG YX-Lingbo WWTP(3rd)-(CHINA)	CHINA	160 m ³ /min×8,000mmAq	MAX300	2	05,2011	AERATION
Daejeon 3,4 Industrial Park (ANT21)	KOREA	40 m ³ /min×6000mmAq	MAX75	2	08,2011	AERATION
BHMC	KOREA	45Nm ³ /min*4,500mmAq	MAX75	2	07,2011	AERATION
Amore Pacific	KOREA	55m ³ /min*5,000mmAq	MAX75	1	07,2011	AERATION
Samjung Pulp	KOREA	55m ³ /min*5,000mmAq	MAX75	1	08,2011	AERATION
Ochang Waste Water Treatment	KOREA	47m ³ /min*4,800mmAq	MAX75	2	09,2011	AERATION
Hwajungcheon Ecologyriver Construction Industry	KOREA	35m ³ /min*6,000mmAq	MAX75	2	07,2011	AERATION
Komorowice STP(POLAND)	POLAND	3,000Nm ³ /hr*60kpa	MAX75	2	10,2011	AERATION
Guangju Sewage Disposal	KOREA	160m ³ /min*6,500mmAq	MAX300	3	10,2011	AERATION
LG Chemical Plant 2nd	KOREA	40m ³ /min*8,000mmAq	MAX75	1	11,2011	AERATION
Daegu dalseocheon	KOREA	50m ³ /min*5,500mmAq	MAX75	3	10,2011	AERATION
LGD M5 Environment Facility Site	KOREA	40m ³ /min*7000mmAq	MAX75	3	01,2012	AERATION
Dassaul livestock farming wastewater treatment facilities	KOREA	49m ³ /min*6000mmAq	MAX75	1	12,2011	AERATION
Dabrowa STP(POLAND)	POLAND	2,950Nm ³ /hr* 50kpa	MAX75	2	02,2012	AERATION
LG Chem.	KOREA	40m ³ /min*8000mmAq	MAX75	2	02,2012	AERATION
Samsung Fine Chemicals Water Treatment NO.3 INFRA facility	KOREA	45Nm ³ /min*3,500mmAq	MAX75	2	02,2012	AERATION
Boeun STP	KOREA	43m ³ /min*6,000mmAq	MAX75	2	02,2012	AERATION
Orion Snack(2nd) STP	KOREA	50m ³ /min*6,000mmAq	MAX75	2	02,2012	AERATION

PROJECT	LOCATION	SPECIFICATION	MODEL	UNIT	YEAR	APPLICATION
Zhejiang Province, Nanjing SUMEC(CHINA)	CHINA	135m ³ /min*7,500mmAq	MAX300	1	03,2012	AERATION
Nestle Cheongju factory STP	KOREA	30m ³ /min*8,000mmAq	MAX75	1	04,2012	AERATION
Donghaedae WWTP(CHINA)	CHINA	47.2m ³ /min*6,000mmAq	MAX75	3	04,2012	AERATION
Daerim-paper STP	KOREA	225m ³ /min*5,000mmAq	MAX300	1	06,2012	AERATION
Wei fang(CHINA)	CHINA	160m ³ /min*6,200mmAq	MAX300	1	06,2012	AERATION
Samsung Cheonan	KOREA	140Nm ³ /min*6000mmAq	MAX300	3	08,2012	AERATION
Taechang fiber STP	KOREA	49m ³ /min*6,000mmAq	MAX75	1	07,2012	AERATION
Yun fu WWTP(CHINA)	CHINA	252m ³ /min*4,000mmAq	MAX300	1	08,2012	AERATION
Hwaduk STP	KOREA	50m ³ /min*6,000mmAq	MAX75	1	08,2012	AERATION
Korea Technical researcher	KOREA	50m ³ /min*6,000mmAq	MAX75	1	08,2012	AERATION
cheongju purification plant	KOREA	49m ³ /min*5,500mmAq	MAX75	3	08,2012	AERATION
Seoul Amsari purification plant	KOREA	60m ³ /min*3,000mmAq	MAX75	3	07,2012	AERATION
Shanxi STP(CHINA)	CHINA	45m ³ /min*6,000mmAq	MAX75	2	08,2012	AERATION
Samjung Pulp Haman Factory-2	KOREA	50m ³ /min*5,000mmAq	MAX75	1	08,2012	AERATION
Hyundai hysco dangjin AIR KNIFE	KOREA	76m ³ /min*3,000mmAq	MAX75	3	08,2012	AERATION
Sungsanretech STP	KOREA	30m ³ /min*8000mmAq	MAX75	1	10,2012	AERATION
Taechang fiber STP 2nd Line	KOREA	49m ³ /min*6000mmAq	MAX75	1	10,2012	AERATION
Sekirkema STP	KOREA	40m ³ /min*8000mmAq	MAX75	2	10,2012	AERATION
Cheonan STP_6L	KOREA	24Nm ³ /min*8000mmAq	MAX75	2	12,2012	AERATION
Cheonan STP_6L	KOREA	134Nm ³ /min*6500mmAq	MAX300	3	12,2012	AERATION
Cheonan STP_6L	KOREA	117Nm ³ /min*6500mmAq	MAX300	3	12,2012	AERATION
Cheonan STP_6L	KOREA	166Nm ³ /min*4700mmAq	MAX300	4	12,2012	AERATION
KangHeeWoon WWTP	KOREA	61m ³ /min*4,000mmAq	MAX75	1	01,2013	AERATION
Cheongju Oranic Waste	KOREA	55m ³ /min*5,000mmAq	MAX75	2	01,2013	AERATION
Samsung level 3-5	KOREA	24 Nm3/min x 0.8 kg/cm2	MAX75	2	01,2013	AERATION
Samsung level 3-5	KOREA	133 Nm3/min x 0.65 kg/cm2	MAX300	1	02,2013	AERATION
JinChyunGook WWTP	KOREA	49m ³ /min*6,000mmAq	MAX75	1	02,2013	AERATION
Cheongju Oranic Waste	KOREA	55m ³ /min*5,000mmAq	MAX75	2	02,2013	AERATION
USR PROJECT G	KOREA	150 Nm3/min x 8000mmAq	MAX300	3	03,2013	AERATION
WWTP of private paper mill	JAPAN	46m ³ /min*60kPa	MAX75	1	02,2013	AERATION
Borak WWTP(2nd)	KOREA	49m ³ /min*6,000mmAq	MAX75	2	04,2013	AERATION
Sambang Enviroment	CHINA	45Nm ³ /min*5,000mmAq	MAX75	2	03,2013	AERATION
Zhejiang WWTP	CHINA	150m ³ /min*8,000mmAq	MAX300	2	03,2013	AERATION
Zhejiang WWTP	CHINA	40m ³ /min*7,000mmAq	MAX75	1	04,2013	AERATION
Sydney Water - Warriewood WWTP	AUSTRALIA	48 m3/min x 60kPa	MAX75	3	04,2013	AERATION
GE HNW Melborune Pilot Plant	AUSTRALIA	40 m3/min x 70kPa	MAX75	1	03,2013	AERATION
CJ M-PROJECT	MALAYSIA	140m ³ /min*8000mmAq	MAX300	5	06,2013	AERATION
Doderam WWTP	KOREA	49m ³ /min*6000mmAq	MAX75	1	06,2013	AERATION
LGD P6 LTPS WWTP	KOREA	200m ³ /min*3500mmAq	MAX300-C060S1	2	06,2013	AERATION
Shanghai WWTP(CHINA)	CHINA	147 m3/min x 78kPa	MAX300-C080T	4	06,2013	AERATION
Samsung Chemical factory 3	KOREA	130m ³ /min* 10,000mmAq	MAX300-C100S	1	09,2013	AERATION
Anyang Bakdal STP	KOREA	150m ³ /min* 8,000mmAq	MAX300-C080S	2	09,2013	AERATION
Sandong Anchu WWTP	CHINA	150Nm ³ /min*70kPa	MAX300-C080S1	1	10,2013	AERATION
Sandong Anchu WWTP	CHINA	140m ³ /min*6500mmAq	MAX300-C080S1	1	10,2013	AERATION
Hebeisheng Shijiazhuang	CHINA	230m ³ /min*50kPa	MAX300-C060S1	2	11,2013	AERATION
CHENG LOONG CORP.	TAIWAN	110Nm ³ /min * 8,000mmAq	MAX300-C080S1	6	11,2013	AERATION
CJ JOMBANG Factory	KOREA	140m ³ /min * 8,000mmAq	MAX300-C080S	1	11,2013	AERATION
Nantong dushiwushui	CHINA	130m ³ /min*75kPa	MAX300-C080S	3	11,2013	AERATION
Noida	INDIA	167.5m ³ /min * 0.66kgf/cm2	MAX300-C080S1	5	01,2014	AERATION
Noida	INDIA	208m ³ /min * 0.65kgf/cm2	MAX400-C080S1	3	01,2014	AERATION
Guangzhou waste water processing facilities	CHINA	202m ³ /min* 6,000mmAq	MAX300-C060S1	1	03,2014	AERATION
NOIDA 2	INDIA	155Nm ³ /min* 6,500mmAq	MAX300-C080S1	1	04,2014	AERATION
NOIDA 2	INDIA	200Nm ³ /min* 6,500mmAq	MAX400-C080S1	1	04,2014	AERATION
Gangso wusili hydropower plant	CHINA	240m ³ /min* 7,000mmAq	MAX400-C100S	1	05,2014	AERATION
Gangso wusili hydropower plant	CHINA	223.3m ³ /min* 9,000mmAq	MAX500D-C100S1	1	05, 2014	AERATION
Jelgang ningbo LGYX	CHINA	160 m ³ /min * 8,000mmAq	MAX300-C080S1	1	08,2014	AERATION
Jelgang Sewage Treatment Plant	CHINA	140 m ³ /min * 8,000mmAq	MAX300-C080S1	4	08,2014	AERATION
SE2483 Tangjeng D.C	KOREA	132Nm ³ /min * 7,000mmAq	MAX300-C080S1	1	10,2014	AERATION
Cheolgangseong Sangwi Sinhaseong Items	KOREA	228m ³ /min*50kPa	MAX300-C060S1	1	12,2014	AERATION
Gumi LG Display	KOREA	150 m ³ /min * 8,000mmAq	MAX300-C080S1	3	03,2015	AERATION
CJ Malaysia	MALAYSIA	140 m ³ /min * 8,000mmAq	MAX300-C080S1	3	04,2015	AERATION
Sanghae Jjading Sinseong Buggu STP	CHINA	160m ³ /min*72kPa	MAX300-C080S1	4	06,2015	AERATION
Ningsyainchwansi Heolanhyeon Ningsyasaengtae	CHINA	140m ³ /min*75kPa	MAX300-C080S1	4	07,2015	AERATION
Heonanseong Jaojiwo Lyungpung Leather Enterprises Ltd.	CHINA	181m ³ /min*69kPa	MAX300-C080S1SD	4	08,2015	AERATION
CORLU WWTP	TURKEY	9,671m ³ /hr*800mbar	MAX300-C080SD	5	08,2015	AERATION
Changsa Seongsa STP	CHINA	160m ³ /min*74kPa	MAX300-C080S1	1	09,2015	AERATION
Changsa Seongsa STP	CHINA	200m ³ /min*60kPa	MAX300-C060S1	1	08,2015	AERATION
Cerkezkoy WWTP	TURKEY	9,622m ³ /hr * 800mbar.g	MAX300-C080SD	5	09,2015	AERATION
Kaluga water treatment plant	RUSSIA	207 m ³ /min * 6,000mmAq	MAX300-C060S1	1	10,2015	AERATION
Kaluga water treatment plant	RUSSIA	413 m ³ /min * 6,000mmAq	MAX600D-C060S1	1	11, 2015	AERATION

PROJECT	LOCATION	SPECIFICATION	MODEL	UNIT	YEAR	APPLICATION
Shingok Lespia	KOREA	120m ³ /min * 8,500mmAq	MAX300-C100	1	11,2015	AERATION
SK hynix Cheongju Factory	KOREA	96m ³ /min * 15,000mmAq	MAX300-C150	2	12,2015	AERATION
35MLD Aurangabad	INDIA	9100Nm ³ /h*0.6kg/cm2	MAX300-C060S1	3	02,2016	AERATION
161MLD Aurangabad	INDIA	10,500Nm ³ /h*0.6kg/cm2	MAX300-C060S1	10	03,2016	AERATION
35MLD Aurangabad	INDIA	9100Nm ³ /h*0.6kg/cm2	MAX300-C060S1	3	02, 2016	AERATION
161MLD Aurangabad	INDIA	10,500Nm ³ /h*0.6kg/cm2	MAX300-C060S1	10	02, 2016	AERATION
Heonan Daedanglinju Hangmok	CHINA	215m ³ /min*106kPa	MAX600D-C0100	2	03, 2016	AERATION
CETP, SACHIN	INDIA	11,400Nm ³ /h*0.6kg/cm2	MAX300-C060S1	2	03, 2016	AERATION
Buggong Jwiancheong Jjiacheong Water Purification	CHINA	110m ³ /min*65kPa	MAX300-C080S1	1	06, 2016	AERATION
CJ Jombang Indonesia	INDONESIA	140m ³ /min * 8,000mmAq	MAX300-C080S1	1	07, 2016	AERATION
Gimpo BTO business bioreactor blower	KOREA	120m ³ /min * 8,500mmAq	MAX300-C100	1	08, 2016	AERATION
Buggong Ningha Yongning	CHINA	138.89m ³ /min*80kPa	MAX300-C100	4	08, 2016	AERATION
Buggong Loyang Jjiansi	CHINA	205m ³ /min*80kPa	MAX400-C080S1	3	08, 2016	AERATION
Paju LCD industrial park wastewater treatment plant	KOREA	140m ³ /min * 12,000mmAq	MAX400-C120S1	2	10, 2016	AERATION
Beijing Yeongyeonghyeon Jaesangmuljang Plant	CHINA	170.6m ³ /min*70kPa	MAX300-C080S1	3	09, 2016	AERATION
2nd Seoggajang Gaocheong Hangmog	CHINA	230m ³ /min*50kPa	MAX300-C060S1	2	11, 2016	AERATION
Tekirdag	TURKEY	10,500Nm ³ /h * 700mBar	MAX400-C080S1	3	11, 2016	AERATION
Hang-gonghang Total Economy Center 3rd Usujang	CHINA	184m ³ /min*80kPa	MAX400-C080S1	4	11, 2016	AERATION
HOC Project EPC	KOREA	15,000Nm ³ /hr * 7,100mmAq	MAX500-C080T1	3	03, 2017	AERATION
China Jeolgangseong ningbo LGYX 4th	CHINA	160m ³ /min * 8,000mmAq	MAX300-C080S1	2	12, 2016	AERATION
Tancheon Water Recovery Center	KOREA	480m ³ /min * 7,000mmAq	MAX800D-C070T1	1	12, 2016	AERATION
Orion Engineered Carbonz	KOREA	100Nm ³ /min * 10,000mmAq	MAX300-C120S1	2	12, 2016	AERATION
BDR Baru Bangi	MALAYSIA	194.8m ³ /min*0.68bar	MAX350-C080SM	1	12, 2016	AERATION
200 MLD Nagpur	INDIA	10,850Nm ³ /hr * 0.53kgf/cm2	MAX300-C060S1	5	02, 2017	AERATION
Whanganui WWTP	New Zealand	9,550m ³ /hr*80kPa	MAX300-C080S1	4	02, 2017	AERATION
Jaojwo Lyungpung Family Enterprise Company	CHINA	181m ³ /min*69kPa	MAX300-C080S1	5	02, 2017	AERATION
WWTP OF THAI KYOWA BIOTECH	THAILAND	107.3m ³ /min*98kPa	MAX300-C100	2	06, 2017	AERATION
Henriksdal	SWEDEN	200m ³ /min * 13mH2O	MAX600D-C120S1	1	04, 2017	AERATION
Shanghai jiading xinxingbukgu WWTP	CHINA	160m ³ /min*72kPa	MAX300-C080S1	2	05, 2017	AERATION
Naepo new town group energy	KOREA	200m ³ /min * 5,000mmAq	MAX300-C060S1	3	05, 2017	AERATION
Zhejiang Hangzhou buyang buchoon STP	CHINA	155m ³ /min*80kPa	MAX300-C080S1	1	05, 2017	AERATION
Jingeon fresh water center	KOREA	160m ³ /min * 8,000mmAq	MAX300-C080S1	1	05, 2017	AERATION
Langat STP	MALAYSIA	190m ³ /min*64.5kPa	MAX300-C060S1	5	06, 2017	AERATION
Haeolbin gravity WWTP	CHINA	155m ³ /min * 65kPa	MAX300-C080S1	2	07, 2017	AERATION
Haeulbin gravity WWTP	CHINA	155m ³ /min * 65kPa	MAX300-C080S1	6	07, 2017	AERATION
Haeulbin gravity WWTP	CHINA	140m ³ /min * 95kPa	MAX400-C100S	5	07, 2017	AERATION
Dongje sanseo bokye	CHINA	153m ³ /min * 70kPa	MAX300-C080S1	4	07, 2017	AERATION
BQ JELUTONG	MALAYSIA	207m ³ /min * 0.75Bar	MAX400-C080S1	2	08, 2017	AERATION
Daelim Paper 2nd	KOREA	225m ³ /min * 5,000mmAq	MAX300-C060S1	1	08, 2017	AERATION
Orion Engineered carbons 2nd	KOREA	150m ³ /min * 10,000mmAq	MAX400-C120S1	1	09, 2017	AERATION
Bejinkyuk water power equipment corp.	CHINA	169.92m ³ /min * 47kPa	MAX300-C060S1	1	09, 2017	AERATION
Chengdu Heungwol science corp.	CHINA	200m ³ /min * 60kPa	MAX300-C060S1	1	09, 2017	AERATION
Jilin western Changchun project	CHINA	215m ³ /min * 45kPa	MAX300-C040S1	5	10,2017	AERATION
Sezged WWTP	HUNGARY	18,000m ³ /h * 0.63bar.g	MAX500D-C080S1	1	10, 2017	AERATION
100MLD Ricco	INDIA	8,600Nm ³ /h * 0.67kg/cm2	MAX300-C080S1	9	10,2017	AERATION
CJ Indonesia Zombang plant	INDONESIA	140m ³ /min * 8,000mmAq	MAX300-C080S1	1	11,2017	AERATION
Dalian Suayu project	CHINA	160m ³ /min * 73.5kPa	MAX300-C080S1	4	11,2017	AERATION
Vishiyen STP	CHINA	160m ³ /min * 73.5kPa	MAX300-C080S1	3	11,2017	AERATION
100MLD Bamroli	INDIA	9,000m ³ /h * 0.67kg/cm2	MAX300-C080S2	4	01,2018	AERATION
100MLD Bamroli	INDIA	7,500m ³ /h * 0.65kg/cm2	MAX300-C080S2	3	01,2018	AERATION
167MLD Dinoli	INDIA	9,150m ³ /h * 0.6kg/cm2	MAX300-C080S2	5	01,2018	AERATION
167MLD Dinoli	INDIA	9,000Nm ³ /h * 0.67kg/cm2	MAX300-C080S2	9	01,2018	AERATION
Jingeon fresh water center	KOREA		MAX400-C080S1	1	12,2017	AERATION
Suwon WWTP	KOREA	280m ³ /min * 6,500mmAq	MAX500-C080T1	1	01,2018	AERATION
Nohang solid waste plant	CHINA	162m ³ /min * 80kPa	MAX300-C080S1	1	01,2018	
Inchaan WWTP	CHINA	218m ³ /min * 80kPa	MAX400-C080S1	5	02,2018	AERATION
CJ Malaysia	MALAYSIA	140m ³ /min * 8,000mmAq	MAX300-C080S1	6	02,2018	AERATION
Paju LGD P10	KOREA	205Nm ³ /min * 4,000mmAq	MAX300-C060S1	2	06,2018	AERATION
Paju LGD P10	KOREA	220m ³ /min * 8,000mmAq	MAX400-C080S1	3	08,2018	AERATION
Khan Yunis	PALESTINE	18,000Nm ³ /hr * 880mbar	MAX800D-C080S2	3	08,2018	AERATION
LGD Kumi plant P6E	KOREA	220m ³ /min * 8,500mmAq	MAX400-C080S1	1	08,2018	AERATION
LGD Kumi plant AP3	KOREA	215m ³ /min * 7,500mmAq	MAX400-C080S1	2	08,2018	AERATION
Hunam Sungseo WWTP	CHINA	186.7m ³ /min * 57kPa	MAX300-C060S1	4	08,2018	AERATION
Sandong Vitamin LLC	CHINA	150m ³ /min * 80kPa	MAX300-C080S1	3	08,2018	AERATION
Pungsan Co., Ltd.	CHINA	194m ³ /min * 49kPa	MAX300-C060S1	3	08,2018	AERATION
STX	JAPAN		MAX75	1	08,2018	AERATION
Suwon WWTP 2nd phase	KOREA	280m ³ /min * 6,500mmAq	MAX500-C080T1	1	08,2018	AERATION
Linching textile LLC	CHINA	180m ³ /min * 70kPa	MAX300-C080S1	2	08,2018	AERATION
CJ Jombang plant	INDONESIA	140m ³ /min * 8,000mmAq	MAX300-C080S1	1	07, 2018	AERATION
CLC	TAIWAN	114m ³ /min * 8,000mmAq	MAX300-C080S1	1	07, 2018	AERATION

PROJECT	LOCATION	SPECIFICATION	MODEL	UNIT	YEAR	APPLICATION
Seoul nanji water purification	KOREA	350m ³ /min * 7,000mmAq	MAX600D-C080S1	1	08. 2018	AERATION
Jongkeundang bio ansan plant	KOREA	170m ³ /min * 8,000mmAq	MAX300-C080S1	1	02. 2019	AERATION
South Daharan	SAUDI ARABIA	11,700m ³ /hr * 710mbar	MAX500-C080T1	3	08. 2018	AERATION
Seonam water purification center	KOREA	330m ³ /min * 6,800mmAq	MAX600D-C080S1	4	10. 2019	AERATION
Changsa Seongnam WWTP	CHINA	200m ³ /min * 75kPa	MAX400-C080S1	2	10. 2019	AERATION
Daeyang paper	KOREA	160m ³ /min * 8,000mmAq	MAX300-C080S1	1	10. 2019	AERATION
100MLD NEW STP Singapore	INDIA	8,350Nm ³ /min * 0.7kgf/cm2	MAX300-C080S2	9	10. 2019	AERATION
115MLD NEW STP Bhatar	INDIA	8,350Nm ³ /min * 0.68kgf/cm2	MAX300-C080S2	9	10. 2019	AERATION
Jumaljum 1st WWTP	CHINA	240m ³ /min * 40kPa	MAX300-C040T1	3	03. 2019	AERATION
Kwangdong Siasan	CHINA	150m ³ /min * 83.3kPa	MAX300-C080S1	3	04. 2019	AERATION
Jiangwen Tang-ha 2nd WWTP	CHINA	160m ³ /min * 80kPa	MAX300-C080S1	1	06. 2019	AERATION
Kolon Industry	KOREA	180m ³ /min * 7,000mmAq	MAX300-C080S1	1	09. 2019	AERATION
Woodman point	AUSTRALIA	10,020Nm ³ /hr * 70kPa	MAX400-C080S2	9	07. 2019	AERATION
Guangxiquilin STP	CHINA	155m ³ /min * 70kPa	MAX300-C080S1	3	08. 2019	AERATION
Greenferm	NETHERLANDS	13,120Nm ³ /h * 700mbar	MAX400-C070T1	2	08. 2019	AERATION
Maan Project	CHINA	158m ³ /min * 80kPa	MAX300-C080S1	3	09. 2019	AERATION
IPOH	MALAYSIA	202m ³ /min * 0.6bar	MAX350-C080S1	6	09. 2019	AERATION
Hunanwangcheng WWTP	CHINA	180m ³ /min * 80kPa	MAX350-C080S1	2	09. 2019	AERATION
Jiangsuzhanweike Upgrade	CHINA	150m ³ /min * 80kPa	MAX300-C080S1	1	10. 2019	AERATION
Siheung water environmental center	KOREA	375m ³ /min * 5,700mmAq	MAX600D-C060S1	2	10. 2019	AERATION
Seonam Enviroment	KOREA	360m ³ /min * 7,000mmAq	MAX600D-080S1	3	10. 2019	AERATION
Seonam Enviroment	KOREA	330m ³ /min * 7,000mmAq	MAX600D-080S1	3	10. 2019	AERATION
Regi Lagmi	ITALY	16000Nm ³ /h * 550mbar	MAX500-C060T	2	11. 2019	AERATION
Gimpo tongjing WWTP	KOREA	5200 m ³ /min * 8,500 mmAq	MAX400-C080S1	2	12. 2019	AERATION
Suwon Public WWTP	KOREA	500 m ³ /min * 6,500 mmAq	MAX800D-C070T1	1	12. 2019	AERATION
Seonam 2nd treatment Fan	KOREA	165m ³ /min * 7,000mmAq	MAX300-C080S1	2	01. 2020	AERATION
Godeok Public WWTP	KOREA	175m ³ /min * 10,700mmAq	MAX500D-C120S1	5	03. 2020	AERATION
Godeok Public WWTP	KOREA	200m ³ /min * 3,600mmAq	MAX300-C040T1	3	03. 2020	AERATION
155 MLD Pirana	INDIA	10,550Nm ³ /h * 0.69kgf/cm2	MAX350-C080	10	03. 2020	AERATION
fuyanglingdongwushuichulichang	CHINA	120m ³ /min * 90kPa	MAX300-C100	4	04. 2020	AERATION
Cronulla	AUSTRALIA	12000kg/h * 70kPa	MAX300-C080	1	03. 2020	AERATION
Santa Guistina	ITALY	15,000Nm ³ /h * 300mbar	MAX300-C040T1	1	04. 2020	AERATION
GSPP	MALAYSIA	131m ³ /min * 0.8bar	MAX300-C080S1	1	04. 2020	AERATION
Jangyu Clean water circulation center	KOREA	440m ³ /min * 6,500mmAq	MAX800D-C060T	1	05. 2020	AERATION
HIAS	NORWAY	21500Nm ³ /h * 413mbar	MAX800D-C060T	1	06. 2020	AERATION
Cronulla 2nd phase	AUSTRALIA	12,000kg/h * 70kPa	MAX300-C080	1	05. 2020	AERATION
Pernith IDAL	AUSTRALIA	15,000kg/h * 50kPa	MAX300D-C060	1	05. 2020	AERATION
guangdongmeizhouxingning	CHINA	180m ³ /min * 60kPa	MAX300-C060	1	05. 2020	AERATION
Siheung Water Environment Center 2nd Phase	KOREA	375m ³ /min * 5,700mmAq	MAX600D-C060S1	1	07. 2020	AERATION
Tancheon Environment Co., 1st treatment plant Fan	KOREA	480m ³ /min * 7,000mmAq	MAX800D-C070T1	1	08. 2020	AERATION
Tancheon Environment Co., 1st treatment plant Fan	KOREA	320m ³ /min * 7,000mmAq	MAX600D-C080S1	1	08. 2020	AERATION
Yangwan wushuichang yiqi	CHINA	165m ³ /min * 86kPa	MAX400-C100	3	08. 2020	AERATION
yajuleguangxifumian	CHINA	210m ³ /min * 80kPa	MAX400-C080	5	07. 2020	AERATION
SK Hynix Cheongju 3rd Campus	KOREA	96m ³ /min * 15,000mmAq	MAX300-C150S1	3	08. 2020	AERATION
Qicheng wushuichang yiqi gufengji	CHINA	200m ³ /min * 70kPa	MAX350-C080S1	3	09. 2020	AERATION
Seonam environment bio reaction treatment	KOREA	360m ³ /min * 7,000mmAq	MAX600D-C080	2	11. 2020	AERATION
Seonam environment bio reaction treatment	KOREA	330m ³ /min * 7,000mmAq	MAX600D-C080	4	11. 2020	AERATION
STP SZCZECIN POMORZANY	POLAND	9,000Nm ³ /h * 700mbar(g)	MAX300-C080	1	12. 2020	AERATION
Xian beishiqiao wushuichulichang	CHINA	220m ³ /min * 55kPa	MAX300-C060	4	11. 2020	AERATION
Huizhoushi huiyangqu danshui wushuichulichang	CHINA	185m ³ /min * 55kPa	MAX300-C060	3	12. 2020	AERATION
Seonam environment bio reaction turbo blower	KOREA	360m ³ /min * 7,000mmAq	MAX600D-C080	1	12. 2020	AERATION
Guangdong Zhuhai baiteng wushuichang	CHINA	160m ³ /min * 70kPa	MAX300-C080	2	02. 2021	AERATION
Guangdong huizhou chenjiang wushuichang	CHINA	225m ³ /min * 50kPa	MAX300-C060	2	02. 2021	AERATION
Kastamonu	TURKEY	6,754Nm ³ /h * 770mbar(g)	MAX300-C080S1	3	02. 2021	AERATION
Serik	TURKEY	8500Nm ³ /h * 800mbar(g)	MAX350-C080	5	03. 2021	AERATION
Beichen xinqu wushuichulichang WWTP	CHINA	175m ³ /min * 85kPa	MAX400-C080	6	04. 2021	AERATION
Vilnius WWTP	LITHUANIA	14892Nm ³ /h * 650mbar(g)	MAX500-C080T1*	7	06. 2021	AERATION
Jiangsu haijiyaoye WWTP	CHINA	201m ³ /min * 59kPa	MAX300-C060*	3	05. 2021	AERATION
Suwon 2nd Public WWTP	KOREA	500m ³ /min * 6,500mmAq	MAX800D-C070T1*	1	06. 2021	AERATION

* Installation/Startup Scheduled

ITEM □ - COMPANY OVERVIEW and QUALIFICATIONS

Founded in 2006 by professionals with over two centuries of combined experience from the blower industry, Lone Star Blower is an established ISO 9001 company, with **14+ years' experience in manufacturing blowers for the Water and Wastewater Industry.** The offered **DT Series Blower Line, including the Model offered for this project, has been manufactured since 2007.**

Our US based Factory located in Houston, TX, provides manufacturing, engineering, parts, service, sales, packaging, testing services and has full capability to provide bonding (if required), extended warranties, and long-term service contracts to support our North and South America customers throughout the operational life of their equipment. We offer a complete portfolio of blower solutions including both new manufactured products in addition to rental blowers and aftermarket service for both our own products and those of other manufacturers.



14 Acre Campus, 60,000 Sq. Ft.

Our Blower Product Portfolio includes:

- GL Series** – Geared Turbo Blower (Integrally Geared Single Stage Centrifugal Blower)
- DT Series** – Gearless Single Stage Turbo Blower (**Technology Offered for this Project**)
- LS/MC Series** – Multistage Centrifugal Blower
- CS Series** – Control Systems Blower and Process Control Systems
- After Market Service** – (see “Aftermarket Service and Support” Section)

GL Geared Turbo	LS Multistage Turbo	DT Gearless Turbo	CS Control Systems	PS Packaged Systems
				
Manufacturer USA 14yrs 500+ Units	Manufacturer USA 6yrs 1,000+ Units	Manufacturer USA/Korea 14yrs 6,100+ Units	Manufacturer USA	Manufacturer USA

All service and testing takes place at our Houston, Texas Factory. The following are photos of blowers in production and testing at our Houston Factory. Our tests stand is compliant with ASME standards (includes recent released ASME PTC-13), and our in-house Control Panel Shop is UL 508 certified.



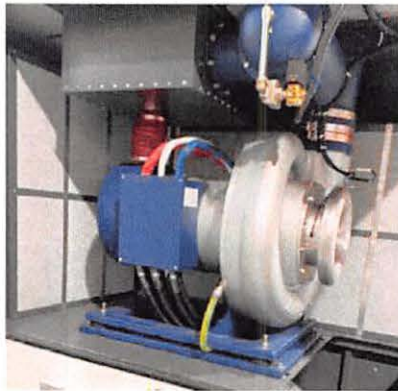
DT Series Prep for ASME Performance Testing



Geared Series Blowers in Production



Control Panel FAT



DT Series Blower in Production



DT Series Blowers Production Complete



Production Floor



Paint Booth

*** Factory Tours Available (in person or virtual), contact Lone Star Blower.**

Lone Star Blower
8883 W. Monroe Rd.
Houston, TX 77061

PH: 832-532-3112
FAX: 832-532-3115

Aftermarket Service and Support

Lone Star Blower is not just a manufacturing company, we also provide comprehensive field service and parts support for our blowers and those of other manufacturers. All parts and field service aftermarket support will originate from our USA Factory:

USA Factory
Lone Star Blower, Inc.
8883 W. Monroe Rd
Houston, TX 77061
Bus: 832-532-3112
www.lonestarblower.com



Parts Warehouse

Our Service Group has an average of over 20+ years of experience with blowers and rotating equipment, all direct employees of Lone Star Blower, based out of our Houston Factory. This group includes seven (7) dedicated full time field techs along with a dedicated engineering and inhouse support team.

Response Times:

We are committed to providing timely responses and offer the following:

- 24/7 Service support line
- US emergency service response onsite within 24 hours
- US based service (non-emergency), engineering, parts, and field support available onsite within 48 hours notification.
- Typical wear, consumable, and stock parts available for shipment within 24 - 48 hours notification.

Lone Star Blower is your ONE source for blower aftermarket needs providing services for our own and most other manufactured centrifugal blowers.

For this Proposal we include the following services:

- **Installation Inspection/Assistance**
- **Field Testing & Training**
- **Start-Up/Commissioning Services**
- **Extended Warranty Options**
- **Quarterly Factory Training, free to all Lone Star Blower equipment owners (see below):**



Service & Maintenance Training

Held at Lone Star Quarterly

4 Hour Class Room

4 Hour Hands On

Limited to 15 People

Geared Turbo

1 Day

Blower Fundamentals
Operation
Cause and Effect
Basic Trouble
Shooting

Preventative
Maintenance
Basic Repair

Multistage Turbo

1 Day

Blower Fundamentals
Operation
Cause and Effect
Basic Trouble
Shooting

Preventative
Maintenance
Basic Repair

Training Center Building Set Up with Relevant Examples

Private Classes Available **Continuous Support After the Sale**



Additional Aftermarket Sales and Services Available:

- Temp/Rental blowers available, for emergency air needs
- Compressor Repair and Overhauls LSB equipment and other brands.
- Performance and Mechanical Testing
- Vibration Analysis and Balancing
- Parts, Re-rating
- Replacement Compressors
- Compressor Control Systems

Our team has serviced, overhauled or repaired more than 1,000 compressors in the field.
References available, upon request.



**PERRY JOHNSON
REGISTRARS, INC.**

Certificate of Registration

Perry Johnson Registrars, Inc., has audited the Quality Management System of:

Lone Star Blower, Inc
8883 West Monroe Road, Houston, TX 77061 United States

*(Hereinafter called the Organization) and hereby declares that
Organization is in conformance with:*

ISO 9001:2015

This Registration is in respect to the following scope:

Marketing, Sales, Design, and Manufacturing of Liquid and Gas Process Systems

*This Registration is granted subject to the system rules governing the Registration referred to above, and the
Organization hereby covenants with the Assessment body duty to observe and comply with the said rules.*

Terry Boboige, President

Perry Johnson Registrars, Inc. (PJR)
755 West Big Beaver Road, Suite 1340
Troy, Michigan 48084
(248) 358-3388



The use of the UKAS accreditation symbol is in respect to the activities covered by the Accreditation Certificate Number 0105.

The validity of this certificate is dependent upon ongoing surveillance.

Effective Date

October 3, 2018

Revision Date

October 7, 2019

Expiration Date

October 2, 2021

Certificate No.

C2018-03974-R1



TAB E

OPERATION and MAINTENANCE

1. Startup and Shutdown Procedures
2. Safety and Monitoring
3. Lifting/Forklift Requirements
4. Routine Maintenance Requirements
5. Service Capabilities Overview

Item 1 - Startup and Shutdown Procedures

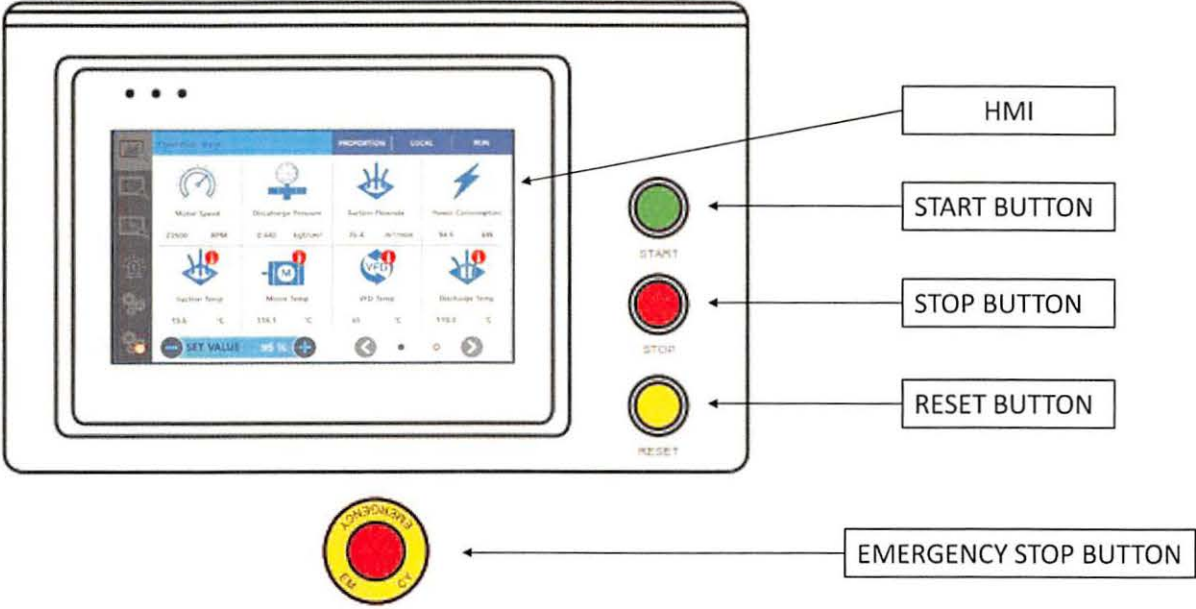


The included is an excerpt from the O&M manual and provides an overview of the main screens and start and shutdown procedures.



Your ONE Solution for Blower Systems

HMI MAIN SCREEN



NOTE: The location of the emergency stop switch may vary by model.

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Main Screen



Reference	Part	Description
1	Operation labels	Operation Mode(MODE) Control Location(LOCATION) Operation Status(STATUS)
2	Menu Icons	Operation Data: It opens the Operation data sub menu Trend Monitor: It opens the Trend Monitor page Performance Map: It opens the Performance Map page Alarm: It opens the Fault(Error) History screen menu User: It opens the User Setup sub menu Admin: It opens the Administrator Setup sub menu
3	Parameter Icons	See C.2.2 Operation Data menu on page 85

Operation Mode (Mode)

Label	Description
MODE:RPM	The blower follows constant speed (RPM) curve during change of back pressure
MODE:POWER	The blower follows constant power curve during change of back pressure
MODE:FLOW	The blower follows constant flow curve during change of back pressure
MODE:DO	The blower automatically controls the rotating speed to meet the target DO value. A DO sensor must be connected through analog input for the operation.
MODE:PRESSURE	The blower automatically controls the rotating speed to meet the target pressure.
MODE:PROPORTION	The blower operates in preset speed on parameter setting.

Control Location (Site)

Label	Description
LOCATION:LOCAL	The mode is used to operate the blower from the Local Control Panel (LCP)
LOCATION:TB	The remote mode is used to operate the blower from hard wiring connection
LOCATION:TB+C	The remote mode is used to run or stop the blower from hard wiring connection. The Set Value factor is set from the HMI on the blower
LOCATION:SERIAL	The remote mode is used to control the blower by serial network connection. Modbus RTU protocol with RS485 network is possible. Profibus DP protocol is only possible with Siemens PLC option
LOCATION:LAN	The remote mode is used to control the blower by Ethernet network connection. Modbus TCP protocol is possible. Profinet or Ethernet IP protocol is possible only with relevant PLC options.
LOCATION:TIME	The mode is used when there is fixed time schedule for the blower to operate
LOCATION:IDLE	The mode is used for the blower to operate constantly at a low speed without any air discharge

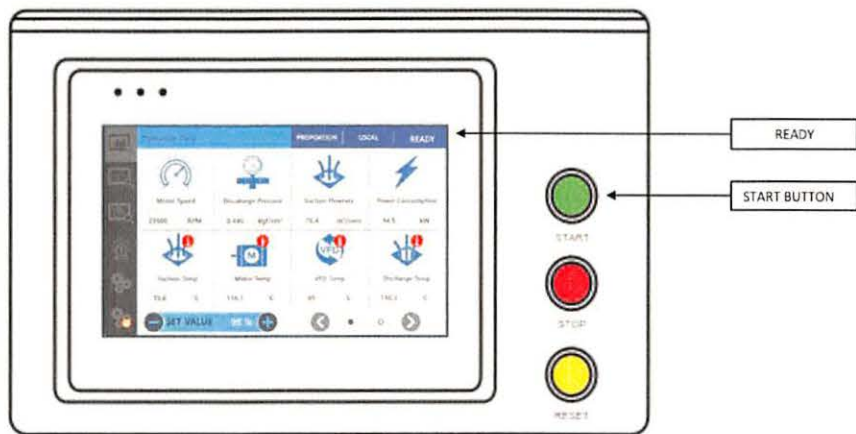
Operation Status (Status)

Label	Description
Status:READY	The blower is in ready state and waits for commands
Status:RUN	The blower is in operation
Status:STOP	The blower is in a stop state
Status:WAIT	The blower is in a stop state and waits the compressor complete stop
Status:WARNING	The blower is in warning (alarm) state
Status:ERROR	The blower is in error (fault) state



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NORMAL STARTING SEQUENCE:

- ENSURE ANY ISOLATION VALVES ARE OPEN*
- MAKE SURE THE SYSTEM PRESSURE IS BELOW THE MAXIMUM WORKING PRESSURE OF THE BLOWER*
- CHECK THE HMI SCREEN FOR ANY ALARMS OR WARNINGS
- MAKE SURE THE STATUS TAB SHOWS "READY"
- PRESS THE GREEN START BUTTON
- THE BLOWER WILL START WITH THE BLOW-OFF VALVE OPEN
- THE VFD WILL BRING THE MOTOR UP TO SPEED
- ONCE THE MOTOR REACHES FULL SPEED THE BLOW-OFF VALVE WILL CLOSE



NOTE: Failure to open isolation valves and ensuring the system is ready for additional flow may cause the blower to surge and result in damage to the equipment.



Your ONE Solution for Blower Systems





NOTE: NEVER use the Emergency Stop button for normal stopping sequences. Damage to the equipment may occur if used improperly.

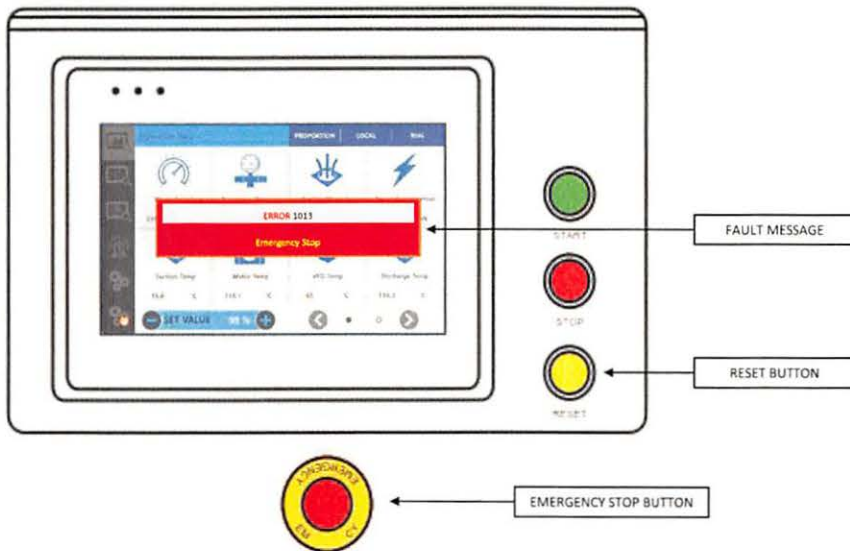
NORMAL STOPPING SEQUENCE:

- PRESS THE RED STOP BUTTON*
- THE BLOW-OFF VALVE WILL OPEN
- THE GREEN STATUS LAMP LIGHTS UP WHEN THE BLOWER STOPS NORMALLY
- THE GREEN LAMP TURNS OFF WHEN THE BLOWER ROTOR STOPS COMPLETELY
- THE STATUS TAB SHOWS "WAIT" UNTIL THE ROTOR STOPS THEN CHANGES TO "READY"
- THE STOP PROCESS TAKES APPROXIMATELY 30 SECONDS TO COMPLETE
- ENSURE THE DISCHARGE CHECK VALVE IS NOT ALLOWING AIR BACK INTO THE BLOWER



Your ONE Solution for Blower Systems





NOTE: NEVER use the Emergency Stop button for normal stopping sequences. Damage to the equipment may occur if used improperly.

RESETTING AFTER AN EMERGENCY STOP:

- IF THERE IS UNEXPECTED BEHAVIOR, THEN STOP THE BLOWER IMMEDIATELY USING THE EMERGENCY STOP BUTTON*
- THE EMERGENCY STOP BY-PASSES THE NORMAL STOP FUNCTIONS
- THE BUTTON STAYS DEPRESSED AND MUST BE TWISTED TO RELEASE IT BACK TO THE NORMAL POSITION
- TOUCH THE RED FAULT POP UP SCREEN ON THE HMI
- PRESS THE YELLOW RESET BUTTON
- WAIT UNTIL THE STATUS BAR SHOWS "READY" BEFORE ATTEMPTING TO START



Trend monitor

The trend monitor shows the graphical trend of blower operation.



TREND SCREEN

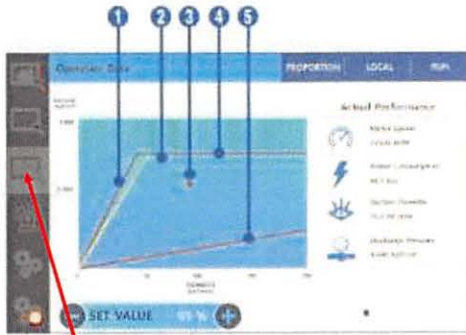
Item	Description	Unit	
SUCTION FLOWRATE	The actual suction flowrate	m ³ /min	ft ³ /min
MOTOR SPEED	The total input current of the blower	rpm	
SUCTION TEMP	The suction air temperature	°C	°F
POWER CONSUMPTION	The actual power consumption	kW	
DISCHARGE PRESSURE	The actual discharge pressure	kgf/cm ²	kPa
		psi	mmAq
		mbar	
MOTOR TEMP	The motor winding temperature	°C	°F
VFD TEMP	The VFD temperature	°C	°F



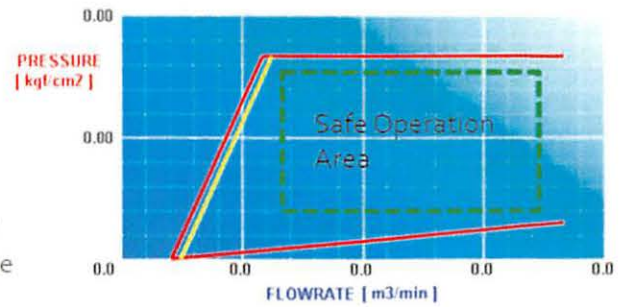
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In the performance map, there are limit lines for blower protection. Do not operate the blower close to limit lines to avoid any damage.



- ① Surge Protective line
- ② Operation envelope
- ③ Actual operation point
- ④ Overpressure protective line
- ⑤ Underpressure protective line



PERFORMANCE MAP

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To adjust the operation point, it is recommended to use PERFORMANCE MAP menu. The performance map gives a visual overview of the blower operation where the Y-axis represents the flow and X-axis represents the pressure. The Set Value factor that represents the operation point is increased or decreased with the help of "-" and "+" button or using the keypad. When the Set Value is changed, the operation point moves along the curves that the actual operation mode determines.



1. Click the Set Value
2. Enter the Set Value target using keypad

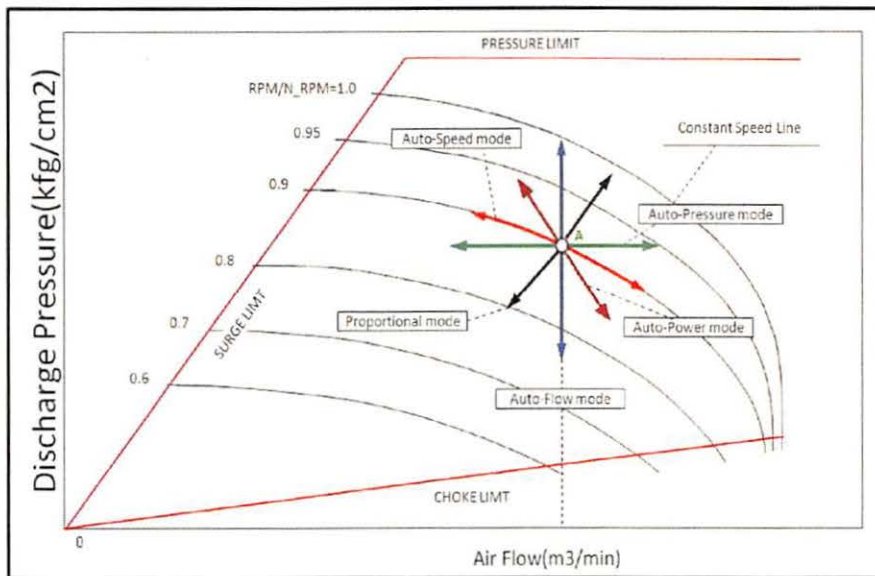


1. Click "+1" button to increase the Set Value 1%
2. Click "-1" button to decrease the Set Value 1%



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NOTE: *Constant Flow and Constant Power modes are the recommended modes of operation for most applications. Please reach out to one of our application specialists if you have questions or want to confirm the best mode to use.*

Constant speed operation RPM mode (Auto-Speed)
This control mode is the method of controlling the speed of the blower (However, the corrected speed should be based on the suction fluid temperature). If the blower is operating in the RPM mode at point 'A' in the above figure, the operation point 'A' moves to different points along the same speed line if the discharge pressure is changed.

Constant flow operation FLOW mode (Auto-Flow)
This control mode is used when the blower supplies a constant flow of air regardless of the fluctuation of the discharge pressure (However, it is based on the actual flow rate, not corrected flow rate, which accounts for inlet air temperature). If the blower is operated in the FLOW mode at point 'A' on the above figure, the motor speed is changed in order to keep a constant flow rate of air when the discharge pressure is changed. Therefore, the operation point 'A' moves up and down in the vertical direction.

DO -Link operation DO-Link mode (DO-Link)
The DO-meter is the device to measure the quantity of Dissolved Oxygen in the water. This control mode enables the blower to keep the desired level of dissolved oxygen in the water by adjusting the flow of discharge air. This is accomplished by changing the motor speed which is done by the controller. The speed is determined by the DO quantity setting within the controller.

Constant power operation POWER mode (Auto-power)
In constant power mode, the controller keeps the system power consumption at a constant value. This is done by moving point 'A' in a diagonal direction across the performance curve. For example, to stay at a constant power consumption level, if the pressure needs to rise, the flow must decrease. Likewise, if the flow needs to increase, the pressure must decrease. This method offers a wider pressure operating range than constant speed mode.


Proportional Operation (Auto-Proportional)
Proportional operation is a control method used to provide the optimum operating condition to the user by providing high flow when water level is high and low flow when water level is low, as water level constantly changes. As shown on the picture, if proportional mode is working at point 'A', then the point moves diagonally. The best way to describe this control method is high flow – high pressure, low flow – low pressure.

Your ONE Solution for Blower Systems



The Alarm menu

The alarm (error) history menu contains the fault history up to 50. A description of the error (fault) code can be found in the menu Instruction > Fault Codes. For more information, see 10 Troubleshooting on **page 70**



	PROPORTION	LOCAL	RUN
Control	No	Parameter	Value
Protection	1	2001 Fault	2
	2	2010 Fault	3
Faults	3	2011 Fault	1
	4	2014 Fault	0
CV Monitor			
Admin Setup			

ALARM HISTORY

When a fault occurs, then the fault code is shown on top of the HMI.



Your ONE Solution for Blower Systems



STEP 10

The following is excerpts from the O&M manual, detailing the alarm and shutdown permissives the blower includes. All critical operating parameters are continuously monitored and if any of the conditions detailed below is detected the blower will alarm or shutdown accordingly.

10.2 Warning and Error Codes

Definitions

Type of code	Description
Fault code (Error code)	The preset protection parameter commands turn off the blower for protection purposes when the blower operation, parts, or sensors do not function correctly. A fault code shows on the touchscreen.
Alarm code (Warning code)	The alarm turns on when the protection parameters level reaches 95%. The alarm codes do not turn off the blower.

Operation warning indications if detected from monitoring

Code	Alarm (warning) message	Description	Action
140	Filter Over pressure	The filter is blocked.	Clean or replace the suction filter.
150	Suction Over temperature	<ul style="list-style-type: none"> The room temperature is too high. Check description. When blower stopped, internal temperature can be increased. The sensor failed. 	<ol style="list-style-type: none"> Ventilate the air indoors. Contact the local sales and service representative.
160	Abnormal Vibration	<ul style="list-style-type: none"> The motor vibrates. The vibration sensor failed. 	Contact the local sales and service representative.
170	VFD Over temperature	<ul style="list-style-type: none"> The room temperature is too high. The VFD cooling fan failed. 	Contact the local sales and service representative.

Self-diagnostic faults

Code	Fault (Error) message	Description	Action
1010	Controller Communication Fault	<ul style="list-style-type: none"> The controller power is turned off. The controller failed The cable is broken 	<ol style="list-style-type: none"> Check the controller power. Check the communication cable.
1011	VFD Communication Fault	<ul style="list-style-type: none"> The VFD power is turned off. The VFD communication card failed The cable is broken. 	<ol style="list-style-type: none"> Check the VFD power. Replace the VFD communication card. Check the communication cable. Check the electrical noise.
1012	VFD Fault	This fault occurs when the blower is not in the RUN status.	<ol style="list-style-type: none"> Check the VFD fault code. Contact the local sales and service representative.
1013	Emergency Stop	The emergency stop button is pushed.	<ol style="list-style-type: none"> Check the controller power. Check the switch wiring.
1020	Watchdog Failure	The communication between the blower HMI and the master controller failed.	<ol style="list-style-type: none"> Check the communication status. Check the electrical noise. Check the cable and the Ethernet switch.

Exceeded set limits

Code	Fault (Error) message	Description	Action
2001	Discharge Over pressure	<ul style="list-style-type: none"> The load is over the limit. The valve control failed. The sensor or the transmitter failed. 	<ol style="list-style-type: none"> Check the load pressure level (the water level). Check the valve status. Contact the local sales and service representative.
2002	Filter Drop Over pressure	<ul style="list-style-type: none"> The suction filter is blocked. The pressure hose is blocked. 	<ol style="list-style-type: none"> Clean or replace the suction filter. Check the pressure measuring hose condition.
2003	Power Overload	<ul style="list-style-type: none"> The load is over the limit. The VFD power is over the limit. 	<ol style="list-style-type: none"> Decrease the SV value. Contact the local sales and service representative.
2005	Motor Over temperature	<ul style="list-style-type: none"> The motor cooling failed. The motor sensor failed. The signal conditioner failed. 	<ol style="list-style-type: none"> Replace the motor temperature sensor. Contact the local sales and service representative.
2006	Suction Over temperature	<ul style="list-style-type: none"> The surrounding is too hot. The temperature sensor failed. The signal conditioner failed. 	<ol style="list-style-type: none"> Check the blower room temperature. Check the signal conditioner status. Contact the local sales and service representative.
2008	Abnormal Vibration	<p>The vibration is over the limit.</p> <p>This alarm requires a vibration sensor.</p>	<ol style="list-style-type: none"> Check the vibration sensor. Check the pipe condition. Contact the local sales and service representative.
2010	Compressor Surge	<ul style="list-style-type: none"> The SV value is too low. The valve control failed. The pipe is blocked. 	<ol style="list-style-type: none"> Increase the SV value. Fully open any valves in the discharge pipe. Contact the local sales and service representative.

Code	Fault (Error) message	Description	Action
2011	Fault code I.S.P fault	<ul style="list-style-type: none"> The SV value is too low. Wrong operating mode selected. Valve control failed. 	<ol style="list-style-type: none"> Increase the SV value Check operating mode and use FLOW or POWER Fully open any valves in the discharge pipe Contact the local sales and service representatives
2014	Discharge Under pressure	<ul style="list-style-type: none"> The load is under the limit. The pressure hose is not connected. The signal conditioner failed. 	<ol style="list-style-type: none"> Check the load pressure level (the water level). Contact the local sales and service representative.

Equipment fault

Code	Fault (Error) message	Description	Action
3012	VFD Fault	This fault occurs when the blower is in the RUN status.	<ol style="list-style-type: none"> Check the VFD fault code. Contact the local sales and service representative.

Operation fault

Code	Fault (Error) message	Description	Action
4001	Start Failure	<ul style="list-style-type: none"> The motor failed. The VFD failed. 	Contact the local sales and service representative.

10.3 Restart the blower

1. Touch the red fault popup screen on the HMI.
2. Press the yellow Reset button that is on the controller.
3. Press the green start button when the status bar on the screen shows the message, Ready.

Item 3 - Lifting/Forklift Requirements

The following is an excerpt from the O&M manual detailing lifting and forklift requirement

5.1 Inspect the delivery

5.1.1 Examine the package

1. Examine the package for damaged or missing items upon delivery.
2. Record any damaged or missing items on the receipt and freight bill.
3. If anything is out of order, then file a claim with the shipping company.
If the product has been picked up at a distributor, make a claim directly to the distributor.

5.1.2 Unpack and inspect the product

1. Remove packing materials from the product.
Do not remove the inlet or outlet covers until the product is installed. Fine particles can enter the holes and damage the product.
2. If applicable, remove the screws, bolts, or straps.
For your personal safety, be careful when you handle nails and straps.
3. Inspect the product to determine if any parts are damaged or missing.
If there is any issue, then contact the local sales representative.
4. Dispose of all packing materials in accordance with local regulations.

5.2 Lifting

Necessary equipment: Crane or forklift.



WARNING:

Crush Hazard

1. Always lift the unit by its designated lifting points.
2. Use suitable lifting equipment and ensure that the product is properly harnessed.
3. Wear personal protective equipment.
4. Stay clear of cables and suspended loads.



- To select the correct lifting equipment, check the weight on the side of the enclosure.
- Before work begins, inspect the lifting equipment and tackle that are used.
- Make sure that the doors are locked.
- Never move or lift the unit when electrical lines or piping are connected.
- Never leave a raised or suspended load unattended.

Dual Core Turbo blower

A Dual Core Turbo blower consists of two panels. Each panel is a unit. A single unit can be lifted according to the instructions. The assembled product must not be lifted.

5.2.1 Transportation guidelines

Precautions



 DANGER:	<p>Crush Hazard</p> <p>Moving parts can entangle or crush. Always disconnect and lock out power before servicing to prevent unexpected startup. Failure to do so could result in death or serious injury.</p> 
--	--

5.2.2 Lift with Overhead crane

Requirements:

- The minimum height between the lifting hook and the floor must be sufficient to lift the unit.
- The lifting equipment must be able to hoist the unit straight up and down, without the need to reset the lifting hook.
- The lifting equipment must be securely anchored and in good condition.
- The lifting equipment must support the weight of the entire unit.
- The lifting equipment must be in good condition.
- The lifting equipment is used only by authorized personnel.

For more information, contact the sales and service representative.

 CAUTION:	<p>Crush Hazard</p> <p>Over-dimensioned lifting equipment can lead to injury. A site-specific risk analysis must be done.</p>
 WARNING:	<ol style="list-style-type: none">1. Always lift the unit by its designated lifting points.2. Use suitable lifting equipment and ensure that the product is properly harnessed.3. Wear personal protective equipment.4. Stay clear of cables and suspended loads.

1. Attach the chain to the four lifting eye bolts.

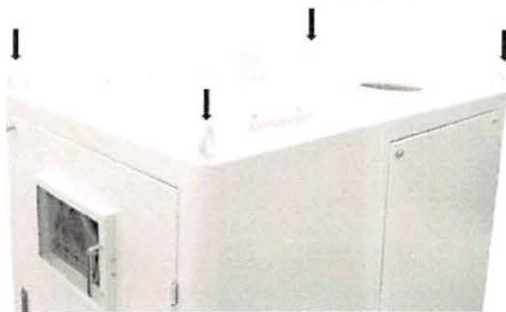
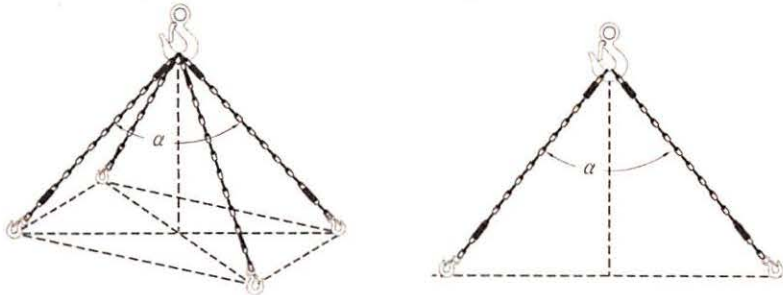
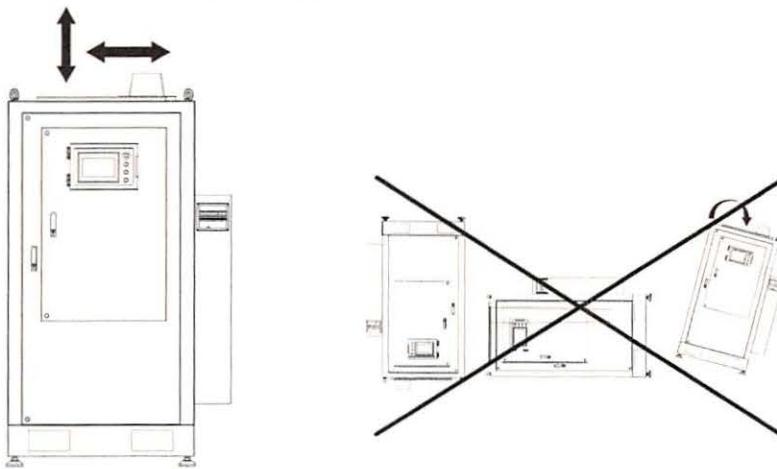


Figure 1: Lifting eye bolts

- Attach the hook over the center of gravity of the unit.
The alpha angle cannot be more than 90 degrees.



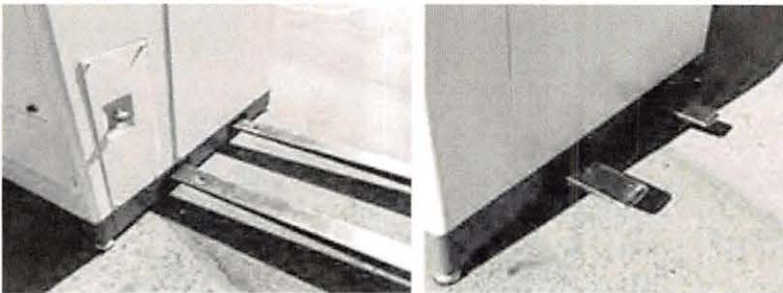
- Lift the unit vertically, in an upright position.



5.2.3 Lift with a forklift

Requirements:

- The lifting equipment must support the weight of the entire unit.
 - The lifting equipment is used only by authorized personnel.
 - The lifting equipment must be in good condition.
 - The rubber seal must be wrapped around the edge of the fork lift holes.
- Align the forklift prongs with the forklift holes, and insert the prongs.



- Lift and tilt back slightly before the forklift is moved.
* Forklift hole may not exist products manufacture after 2019



Item 4 - Routine Maintenance Requirements

Lone Star High Speed Gearless Blowers are designed to provide reliable stable operation, while requiring minimum maintenance during normal operating conditions. The blower core and bearing are guaranteed for 100,000 start/stop cycles. The only required routine maintenance is making sure that debris do not get into the blower or enclosure by regularly checking and changing air filters as needed. The following is the recommended preventative maintenance schedule.

Maintenance Activities by Plant Staff






Item #	Maintenance Activity	Frequency	# person-hours	Performed by
1	Air Filter Check	Weekly/By-weekly	0.1 person-hour	Plant Staff
2	Air Filters Cleaning/Replacing	Monthly or as indicated by Differential Pressure Sensor	0.50 person-hour	Plant Staff

See attached O&M excerpt showing filter check and changing.

9 Maintenance

9.1 Precautions

Before starting work, make sure that the safety instructions in the chapter Introduction and Safety on [page 6](#) have been read and understood.

 DANGER:	<p>Crush Hazard</p> <p>Moving parts can entangle or crush. Always disconnect and lock out power before servicing to prevent unexpected startup. Failure to do so could result in death or serious injury.</p> 
 DANGER:	<p>Inhalation Hazard</p> <p>Before entering the work area, make sure that the atmosphere contains sufficient oxygen and no toxic gases.</p>
 WARNING:	<p>Electrical Hazard</p> <ul style="list-style-type: none"> • Risk of electrical shock or burn. A certified electrician must supervise all electrical work. Comply with all local codes and regulations. • There is a risk of electrical shock or explosion if the electrical connections are not correctly carried out, or if there is fault or damage on the product. Visually inspect equipment for damaged cables, cracked casings or other signs of damage. Make sure that electrical connections have been correctly made.
 CAUTION:	<p>Thermal Hazard</p> <p>Allow surfaces to cool before starting work, or wear heat-protective clothing.</p>

Parameter settings

The parameter settings must never be changed, except by authorized personnel. Unauthorized changes of the settings can cause equipment damage or erratic behavior of the blower.

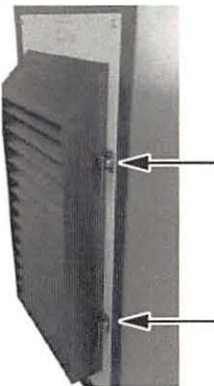
9.2 Maintenance schedule

Interval*	Action
Before each operation, or weekly.	Clean or replace the inlet filter in these conditions: <ul style="list-style-type: none"> • The filter pressure drop exceeds 1.5 kPa. • The filter is broken, discolored, or worn out.

Interval*	Action
Monthly	If necessary, clean or replace the inlet filter. Clean it with compressed air.

9.3 Clean the inlet filter

1. Turn the handles on the side of the suction inlet to open the filter casing.



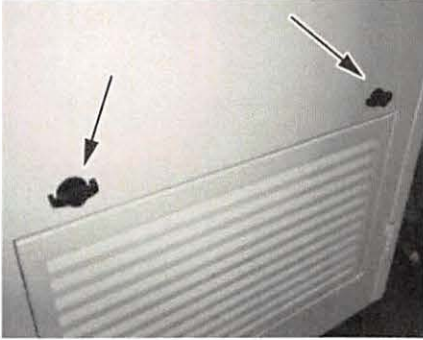
2. Open the filter casing and remove the filter.



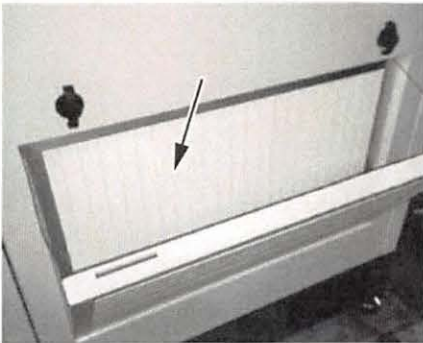
3. Clean the filter with compressed air.
The filter can be cleaned and reused once or twice. After that, it is required to replace with a new filter.

9.4 Clean the electric panel filter

1. Turn the knobs on the top of the suction inlet to open the filter casing.



2. Open the filter casing and remove the filter.



3. Clean the filter with compressed air.
The primary filter which is non fabric filter can be cleaned and reused once or twice. After that, it is required to replace with a new filter. Do not clean the medium filter

Item 5 - Service Capabilities Overview

Lone Star Blower is not just a manufacturing company, we also provide comprehensive field service and parts support for our blowers and those of other manufacturers. All parts and field service aftermarket support will originate from our USA Factory:

USA Factory
Lone Star Blower, Inc.
8883 W. Monroe Rd
Houston, TX 77061
Bus: 832-532-3112
www.lonestarblower.com



Parts Warehouse

Our Service Group has an average of over 20+ years of experience with blowers and rotating equipment, all direct employees of Lone Star Blower, based out of our Houston Factory. This group includes seven (7) dedicated full time field techs along with a dedicated engineering and inhouse support team.

Response Times:

We are committed to providing timely responses and offer the following:

- 24/7 Service support line
- US emergency service response onsite within 24 hours
- US based service (non-emergency), engineering, parts, and field support available onsite within 48 hours notification.
- Typical wear, consumable, and stock parts available for shipment within 24 - 48 hours notification.

Lone Star Blower is your ONE source for blower aftermarket needs providing services for our own and most other manufactured centrifugal blowers.

For this Proposal we include the following services:

- **Installation Inspection/Assistance**
- **Field Testing & Training**
- **Start-Up/Commissioning Services**
- **Extended Warranty Options**
- **Quarterly Factory Training, free to all Lone Star Blower equipment owners (see below):**



Service & Maintenance Training

Held at Lone Star Quarterly

4 Hour Class Room

4 Hour Hands On

Limited to 15 People

Geared Turbo

1 Day

Blower Fundamentals
Operation
Cause and Effect
Basic Trouble
Shooting

Preventative
Maintenance
Basic Repair

Multistage Turbo

1 Day

Blower Fundamentals
Operation
Cause and Effect
Basic Trouble
Shooting

Preventative
Maintenance
Basic Repair

Training Center Building Set Up with Relevant Examples

Private Classes Available **Continuous Support After the Sale**



Additional Aftermarket Sales and Services Available:

- Temp/Rental blowers available, for emergency air needs
- Compressor Repair and Overhauls LSB equipment and other brands.
- Performance and Mechanical Testing
- Vibration Analysis and Balancing
- Parts, Re-rating
- Replacement Compressors
- Compressor Control Systems

Our team has serviced, overhauled or repaired more than 1,000 compressors in the field.
References available, upon request.

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: An ordinance placing stop signs at the northwest and southeast corners of N. 30th Street and Michigan Avenue.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: September 22, 2021

MEETING DATE: September 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 intersection of North 30th Street and Michigan Avenue is an intersection with no traffic control. To improve the safety of this intersection traffic traveling southbound and northbound on North 30th Street will stop at this intersection.

STAFF COMMENTS: As mentioned above this is an uncontrolled intersection therefore a two way stop sign needs to be installed to improve the safety of this intersection.

ACTION REQUESTED: Motion to recommend the Common Council adopt Gen. Ord. No. 24-21-22 an ordinance placing stop signs at the northwest and southeast corners of N. 30th Street and Michigan Avenue.

ATTACHMENTS:

- I. Gen. Ord. 24-21-22.

X

8.1

Gen. Ord. No. 24 - 21 - 22. By Alderpersons Dekker and Perrella.
September 20, 2021.

AN ORDINANCE placing stop signs at the northwest and southeast corners of N. 30th Street and Michigan Avenue.

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

Section 1. Pursuant to Section 118-51 of the Municipal Code entitled "Erection of Official Signs," stop signs shall be added requiring northbound and southbound traffic on N. 30th Street to stop at the intersection of North 30th Street and Michigan Avenue.

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

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.

PD

Dean Dekker

Maureen Perrella

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