

*****ATTACHMENTS*****

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Submitting an analysis of the Motor Vehicle Division of the Department of Public Works non-commercial driver’s license vehicles (Non- CDL light duty by Enterprise Fleet Management). The analysis describes the current state of the fleet and its limitations, provides alternatives to shorten the life cycle and maximize the equity at the time of resale. In addition, the program will improve operating and capital financials.

REPORT PREPARED BY: David H. Biebel, Director of Public Works

REPORT DATE: February 16, 2021

MEETING DATE: February 23, 2021

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS: Motor Vehicle Funding has been supplemented with General Obligation borrowing and is competing with other capital projects. Although this funding has been reduced to \$250,000 annually, it still represents a large amount of funding. In addition, the MVD light duty portion of the fleet is difficult to turn-over or replace due to priorities and funding.

The average age of the light duty trucks (pickups ½ ton to 1 ton) is 12.3 years old. Older vehicles have higher fuel costs, maintenance costs and tend to be unreliable, causing increased downtime, higher maintenance costs, and loss of productivity. Due to these issues the department is recommending to partner with a leasing company to help acquire and manage the light duty section of the fleet to provide newer vehicles and quicker turn-around on the resale to maximize values and revenues.

STAFF COMMENTS: It is the Department of Public Works recommendation that the City strongly consider converting our Non-CDL light duty fleet into a lease management system. Based on the Support Fleet Synopsis provided by Enterprise Fleet Management, the City of Sheboygan DPW will be better able to utilize Enterprise’s buying power and a tightly controlled resale program. Leveraging an open-ended lease maximizes cash flow and recognizes equity from vehicles sold, creating an internal replacement fund, which will create a more sustainable and predictable budget moving forward.

ACTION REQUESTED: Motion to recommend the Common Council adopt R.O. No. 145-20-21 submitting an analysis of the Motor Vehicle Division of the Department of Public Works non-commercial driver's license vehicles (Non- CDL light duty by Enterprise Fleet Management), and recommend Council to move forward with entering into lease agreement with Enterprise Fleet Management.

ATTACHMENTS:

- I. R.O. No. 145-20-21
- II. Support Fleet Synopsis

II

R. O. No. 145 - 20 - 21. By DIRECTOR OF PUBLIC WORKS. February 15, 2021.

Submitting an analysis of the Motor Vehicle Division of the Department of Public Works non-commercial driver's license vehicles (Non- CDL light duty by Enterprise Fleet Management). The analysis describes the current state of the fleet and its limitations, provides alternatives to shorten the life cycle and maximize the equity at the time of resale. In addition, the program will improve operating and capital financials.

Director of Public Works

AP
and
PW



FLEET MANAGEMENT

PREPARED FOR:



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FLEET CONSULTANT

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EMAIL



SUPPORT FLEET SYNOPSIS | City of Sheboygan, WI

THE SITUATION

Current fleet of 59 NON CDL Vehicles

- 64% of the light and medium duty fleet is currently 10 years or older
- 12.3 years is the current average age of the fleet
- 20 years – time it would take to cycle this entire segment of the City's fleet at current acquisition rates
- Older vehicles have higher fuel costs, maintenance costs and tend to be unreliable, causing increased downtime, higher maintenance costs, and loss of productivity.
- 18 different vehicle types that cover 59 total vehicles

THE OBJECTIVES

Identify an effective vehicle life cycle that maximizes potential equity at time of resale

- Shorten the current average vehicle life cycle from 20 years closer to 3 years
- Provide a lower sustainable fleet cost that is predictable year over year
- Significantly reduce Maintenance by up to an estimated 64%
- Reduce the overall fuel spend through more fuel-efficient vehicles by an estimated 20% while improving the carbon footprint
- Leverage an open-ended lease to maximize cash flow opportunities and recognize equity after sale of vehicles
- Review program with dedicated local account team from Enterprise

Additional Benefits

- Improved Safety and Risk with newer vehicles and up to date safety technology
- Less downtime and more time for City mechanics to focus on larger, more expensive vehicles/equipment/tasks
- Replacing vehicles more frequently offers the best vehicles for the job and most cost-effective options consistently
- Each department will have the perfect vehicle type for the application without having to hand me down

THE RESULTS

By partnering with Enterprise Fleet Management, the City of Sheboygan will be better able to leverage its buying power, implement a tighter controlled resale program to lower total cost of ownership and in turn minimize operational spend. Leveraging an open-ended lease maximizes cash flow and recognizes equity from vehicles sold creating an internal replacement fund. Furthermore, the City of Sheboygan will leverage Enterprise Fleet Management's ability to sell vehicles at an average of 111% above the commercial/Black Book value. By shifting from reactively replacing inoperable vehicles to proactively planning vehicle purchases, the City of Sheboygan will have a much more sustainable and predictable budget moving forward.

Major Financial Findings*:

- The city to save anywhere from **(\$800,000-\$1,000,000)** over the next 10 years **depends on vehicle selection*
 - Includes, selling current vehicles, leasing new vehicles, maintenance savings, and fuel savings
 - The city to show year in and year out, sustainable annual savings anywhere from **(\$40,000 - \$64,000)**
 - Over 10 years, the city should see \$385,000 in hard dollar maintenance savings
 - Over 10 years, the city should see a near \$100,000 fuel savings

** does not include downtime savings from administrative benefits or productivity improvements*

FLEET PROFILE | CITY OF SHEBOYGAN

Fleet Profile

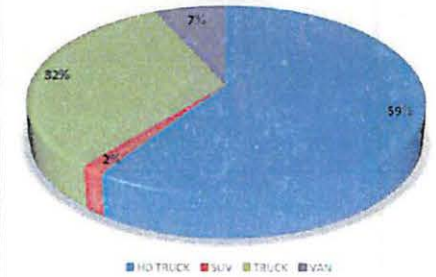
Fleet Replacement Schedule

Replacement Criteria

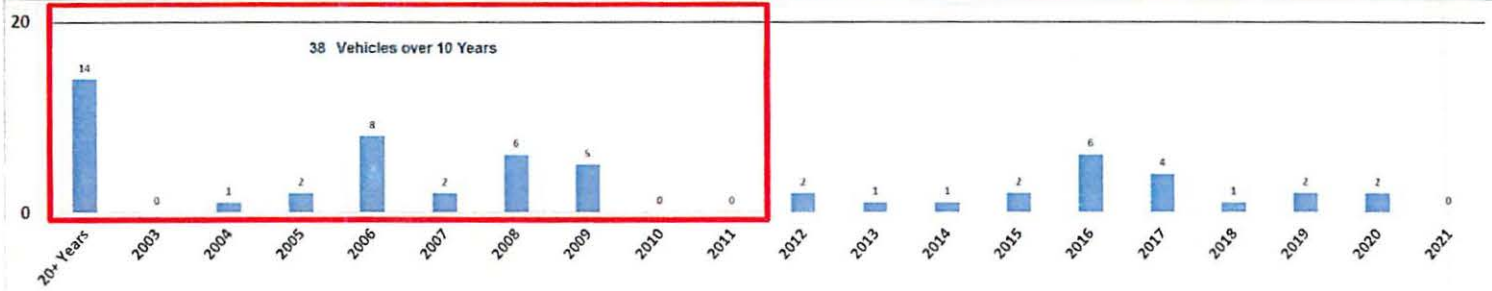
Vehicle Type	# of Type	Average Age (years)	Average Annual Mileage	2021	2022	2023	2024	2025	Under-Utilized
Minivan-Cargo	1	9.2	2,100	1	0	0	0	0	0
Minivan-Passenger	1	13.2	5,600	1	0	0	0	0	0
1/2 Ton Van Cargo	2	17.8	2,500	2	0	0	0	0	0
Mid Size SUV 4x4	1	8.1	9,800	1	0	0	0	0	0
Compact Pickup Reg 4x4	1	13.2	3,700	1	0	0	0	0	0
Compact Pickup Ext 4x4	4	15.3	5,000	4	0	0	0	0	0
Compact Pickup Quad 4x4	2	15.3	4,800	2	0	0	0	0	0
1/2 Ton Pickup Reg 4x2	1	2.0	5,000	1	0	0	0	0	0
1/2 Ton Pickup Reg 4x4	6	2.9	4,800	6	0	0	0	0	0
1/2 Ton Pickup Ext 4x2	1	5.1	3,300	1	0	0	0	0	0
1/2 Ton Pickup Ext 4x4	3	10.8	3,900	3	0	0	0	0	0
1/2 Ton Pickup Quad 4x4	1	9.2	3,700	1	0	0	0	0	0
3/4 Ton Pickup Reg 4x2	11	16.6	4,500	11	0	0	0	0	0
3/4 Ton Pickup Reg 4x4	4	15.3	3,700	4	0	0	0	0	0
3/4 Ton Pickup Ext 4x2	1	12.2	2,000	1	0	0	0	0	0
3/4 Ton Pickup Ext 4x4	2	5.1	4,000	2	0	0	0	0	0
3/4 Ton Pickup Quad 4x4	1	4.1	3,000	1	0	0	0	0	0
1 Ton Cab Chassis	16	13.8	3,000	16	0	0	0	0	0
Totals/Averages	59	12.3	4,000	59	0	0	0	0	0

- * Fiscal Year 2021 = 15 years old and older, or odometer over 80,000
- * Fiscal Year 2022 = 8 years old and older, or odometer over 70,000
- * Fiscal Year 2023 = 5 years old and older, or odometer over 50,000
- * Fiscal Year 2024 = 4 years old and older, or odometer over 25,000
- * Fiscal Year 2025 = Remaining Vehicles
- * Underutilized = Annual Mileage less than 1,000

Vehicle Types



Model Year Analysis



Confidential

1/21/2021

enterprise
FLEET MANAGEMENT

CITY OF SHEBOYGAN FLEET LIST

DEPT	VIN	Department	Year	Make	Model	Current Odometer	City Vehicles Current Value	New Vehicle Types
Streets	3B6MC36W21M281260	City of Sheboygan	2001	Dodge	Ram 3500 Chassis	39,179	\$1,000	1 Ton Cab Chassis
Streets	1GBJK34U02E272085	City of Sheboygan	2002	Chevrolet	Silverado 3500 Chassis	46,025	\$1,000	1 Ton Cab Chassis
Streets	1GBJK341X2E107354	City of Sheboygan	2002	Chevrolet	Silverado 3500 Chassis	51,190	\$2,500	1 Ton Cab Chassis
Streets	1FDWF36S31ED93263	City of Sheboygan	2001	Ford	F-350 Chassis	55,882	\$500	1 Ton Cab Chassis
Streets	1GBJK340X6E256711	City of Sheboygan	2006	Chevrolet	Silverado 3500 Chassis	44,356	\$5,000	1 Ton Cab Chassis
Parks	1GBJK34D26E256279	City of Sheboygan	2006	Chevrolet	Silverado 3500 Chassis	54,673	\$5,500	1 Ton Cab Chassis
Parks	1GBJK34264E259794	City of Sheboygan	2004	Chevrolet	Silverado 3500 Chassis	70,070	\$1,500	1 Ton Cab Chassis
Streets	1GBJK34132E107315	City of Sheboygan	2002	Chevrolet	Silverado 3500 Chassis	84,502	\$2,500	1 Ton Cab Chassis
Streets	3D6WG46D27G766108	City of Sheboygan	2007	Dodge	Ram 3500 Heavy Duty Chassis	38,152	\$5,900	1 Ton Cab Chassis
Streets	3D6WG46D47G766109	City of Sheboygan	2007	Dodge	Ram 3500 Heavy Duty Chassis	38,810	\$5,500	1 Ton Cab Chassis
Motor Vehic	1FDWF37R19EA51386	City of Sheboygan	2009	Ford	F-350 Chassis	38,266	\$12,000	1 Ton Cab Chassis
Streets	1GBJK34638E184982	City of Sheboygan	2008	Chevrolet	Silverado 3500HD Chassis	54,598	\$9,000	1 Ton Cab Chassis
Cemetery	1GB3KYCG4FZ547442	City of Sheboygan	2015	Chevrolet	Silverado 3500HD Chassis	6,578	\$23,000	1 Ton Cab Chassis
Streets	1GB3KYCG3FZ547447	City of Sheboygan	2015	Chevrolet	Silverado 3500HD Chassis	15,426	\$23,000	1 Ton Cab Chassis
Streets	1GB3KYCGKZ387195	City of Sheboygan	2016	Chevrolet	Silverado 3500HD Chassis	19,443	\$25,500	1 Ton Cab Chassis
Parks	1GB3GRCG5J1332120	City of Sheboygan	2018	Chevrolet	Express Cutaway	10,183	\$20,500	1 Ton Cab Chassis
Parks	3B7KC2621M561736	City of Sheboygan	2001	Dodge	Ram 2500 Chassis	61,693	\$500	1 Ton Cab Chassis
Marina	3B7KF2621M5283928	City of Sheboygan	2001	Dodge	Ram 2500 Chassis	89,697	\$1,000	1 Ton Cab Chassis
Parks	3B7KF2621M569647	City of Sheboygan	2001	Dodge	Ram 2500 Chassis	90,902	\$1,000	1 Ton Cab Chassis
Paint	3B7KC26291M561734	City of Sheboygan	2001	Dodge	Ram 2500 Chassis	77,230	\$500	1 Ton Cab Chassis
Parks	1FTEX1CF6GK56836	City of Sheboygan	2016	Ford	F-150	16,900	\$21,000	1/2 Ton Pickup Crew 4x4
Streets	1GCEE14T012282289	City of Sheboygan	2001	Chevrolet	Silverado 1500	90,726	\$1,500	1/2 Ton Pickup Crew 4x4
Tim Bull	1FTEX1CF1GK56837	City of Sheboygan	2016	Ford	F-150	17,276	\$23,500	1/2 Ton Pickup Crew 4x4
Jason Blais	1GCVKPEC1E2286374	City of Sheboygan	2014	Chevrolet	Silverado 1500	27,358	\$18,000	1/2 Ton Pickup Crew 4x4
Dave Blebel	1FTFW1F8FC22623	City of Sheboygan	2012	Ford	F-150	33,598	\$12,500	1/2 Ton Pickup Crew 4x4
Joe Kerlin	3GCNWAFF7KG218829	City of Sheboygan	2019	Chevrolet	Silverado 1500	3,462	\$22,500	1/2 Ton Pickup Crew 4x4
Brandon Mu	1GCNKNECG2385551	City of Sheboygan	2016	Chevrolet	Silverado 1500	27,840	\$19,000	1/2 Ton Pickup Crew 4x4
Dave Groves	1GCNKNECH2326196	City of Sheboygan	2017	Chevrolet	Silverado 1500	14,466	\$22,000	1/2 Ton Pickup Crew 4x4
Streets	1GCNKNECH2326198	City of Sheboygan	2017	Chevrolet	Silverado 1500	19,642	\$21,500	1/2 Ton Pickup Crew 4x4
Deiland Park	3GCNYAEF7LG347035	City of Sheboygan	2020	Chevrolet	Silverado 1500	222	\$29,000	1/2 Ton Pickup Crew 4x4
Engineering	3GCNYAEF7LG948413	City of Sheboygan	2020	Chevrolet	Silverado 1500	413	\$29,000	1/2 Ton Pickup Crew 4x4
Mike William	3GCNYAEF8KG217165	City of Sheboygan	2019	Chevrolet	Silverado 1500	1,494	\$26,500	1/2 Ton Pickup Crew 4x4
Maywood	1GCDT196628250806	City of Sheboygan	2006	Chevrolet	Colorado	48,617	\$2,000	1/2 Ton Pickup Crew 4x4
Parks	1GCDT19668289525	City of Sheboygan	2006	Chevrolet	Colorado	60,246	\$2,000	1/2 Ton Pickup Crew 4x4
Ken Meinert	1GCDT19668286693	City of Sheboygan	2006	Chevrolet	Colorado	79,985	\$2,000	1/2 Ton Pickup Crew 4x4
Jordan Such	1GCDT19668286653	City of Sheboygan	2006	Chevrolet	Colorado	119,360	\$1,800	1/2 Ton Pickup Crew 4x4
Engineering	1GCDT19648248356	City of Sheboygan	2006	Chevrolet	Colorado	67,734	\$9,500	1/2 Ton Pickup Crew 4x4
Engineering	1GCDT19668247351	City of Sheboygan	2006	Chevrolet	Colorado	77,368	\$3,500	1/2 Ton Pickup Crew 4x4
Parks	1GCDT19688397019	City of Sheboygan	2008	Chevrolet	Colorado	48,840	\$1,500	1/2 Ton Pickup Crew 4x4
Scott Winter	1FMSK8AR3DGC40924	City of Sheboygan	2013	Ford	Utility Police Interceptor	79,384	\$5,000	1/2 Ton Pickup Crew 4x4
Mayor	2D8HN44H68R717386	City of Sheboygan	2008	Dodge	Grand Caravan	75,785	\$500	1/2 Ton Pickup Crew 4x4
Buildings/G	1GCFG25R0W1100692	City of Sheboygan	1998	Chevy Cargo Vans	Chevy Van	63,135	\$500	3/4 Ton Cargo Van
Buildings/G	1FTNE14L25DA46033	City of Sheboygan	2009	Ford	E-150	28,157	\$5,000	3/4 Ton Cargo Van
Buildings/G	1NM0L7DN3C7079508	City of Sheboygan	2012	Ford	Transit Connect	19,038	\$6,000	3/4 Ton Cargo Van
Engineering	1FTNX205X9EA28848	City of Sheboygan	2009	Ford	F-250	29,790	\$4,000	3/4 Ton Pickup Crew 4x4
Parks	1GC2KUEG7G2370514	City of Sheboygan	2016	Chevrolet	Silverado 2500HD	14,852	\$26,000	3/4 Ton Pickup Crew 4x4
Parks	1GC2KUEGXG2370801	City of Sheboygan	2016	Chevrolet	Silverado 2500HD	25,715	\$25,500	3/4 Ton Pickup Crew 4x4
Engineering	1GC1KUEG0HF187390	City of Sheboygan	2017	Chevrolet	Silverado 2500HD	12,439	\$30,000	3/4 Ton Pickup Crew 4x4
Tar	1GCCG24R3YR225675	City of Sheboygan	2000	Chevrolet	C2500	61,916	\$500	3/4 Ton Pickup Reg 4x4
Tar	3D7KR26DXG759797	City of Sheboygan	2005	Dodge	Ram 2500	62,688	\$1,000	3/4 Ton Pickup Reg 4x4
Brian Muelb	1CGGK29R7YF474929	City of Sheboygan	2000	Chevrolet	K2500	86,481	\$1,000	3/4 Ton Pickup Reg 4x4
Grass	1GCHC23U22F247136	City of Sheboygan	2002	Chevrolet	Silverado 2500 HD	81,354	\$2,200	3/4 Ton Pickup Reg 4x4
Sewer	1GCHC24K48E184343	City of Sheboygan	2008	Chevrolet	Silverado 2500HD	88,855	\$2,500	3/4 Ton Pickup Reg 4x4
Bruce Matzd	1GCHC24K48E184511	City of Sheboygan	2008	Chevrolet	Silverado 2500HD	121,692	\$2,500	3/4 Ton Pickup Reg 4x4
Sign	1GCHC24K48E184298	City of Sheboygan	2008	Chevrolet	Silverado 2500HD	39,494	\$2,700	3/4 Ton Pickup Reg 4x4
Paint	1FTNF20549EA28847	City of Sheboygan	2009	Ford	F-250	45,236	\$2,500	3/4 Ton Pickup Reg 4x4
Sign	1FTNF20529EA28846	City of Sheboygan	2009	Ford	F-250	60,098	\$2,500	3/4 Ton Pickup Reg 4x4
Streets	3D7KS26D05G800038	City of Sheboygan	2005	Dodge	Ram 2500	69,165	\$1,800	3/4 Ton Pickup Reg 4x4
Sign	1GC0KUEGSHZ305427	City of Sheboygan	2017	Chevrolet	Silverado 2500HD	6,952	\$28,000	3/4 Ton Pickup Reg 4x4

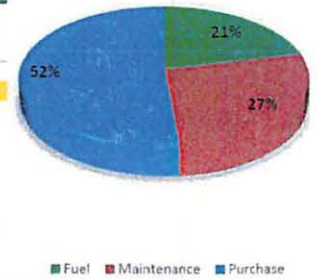
\$558,500

10 Year Cash Flow – 3 Year Cycle | CITY OF SHEBOYGAN

City of Sheboygan - Fleet Planning Analysis

Fleet Costs Analysis

Current Fleet	59	Fleet Growth	0.00%	Proposed Fleet	59
Current Cycle	19.87	Annual Miles	4,000	Proposed Cycle	2.81
Current Maint.	\$84.50			Proposed Maint.	\$30.01
Maint. Cents Per Mile	\$0.25	Current MPG	10	Price/Gallon	\$2.00



Fiscal Year	Fleet Mix			Fleet Cost							Annual		
	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Equity (Owned)	Equity (Leased)	Total Capital Outlay	Maintenance	Fuel	Fleet Budget	Net Cash
2020	59	3.0	59	0	113,377	0				59,826	47,200	220,403	0
'21	59	59	0	59	0	458,411	(558,500)	(170,149)	-270,238	21,247	37,760	-211,231	431,634
'22	59	21	0	59	0	458,411	0	(325,340)	133,071	21,247	37,760	192,078	28,325
'23	59	36	0	59	0	458,411	0	(170,149)	288,262	21,247	37,760	347,269	-126,866
'24	59	21	0	59	0	458,411	0	(325,340)	133,071	21,247	37,760	192,078	28,325
'25	59	36	0	59	0	458,411	0	(535,368)	-76,956	21,247	37,760	-17,950	238,352
'26	59	44	0	59	0	458,411	0	(325,340)	133,071	21,247	37,760	192,078	28,325
'27	59	36	0	59	0	458,411	0	(170,149)	288,262	21,247	37,760	347,269	-126,866
'28	59	21	0	59	0	458,411	0	(325,340)	133,071	21,247	37,760	192,078	28,325
'29	59	36	0	59	0	458,411	0	(170,149)	288,262	21,247	37,760	347,269	-126,866
'30	59	21	0	59	0	458,411	0	(690,559)	-232,148	21,247	37,760	-173,141	393,544

Average Annual Capital Budget:

\$81,772

10 Year Savings

10 Year Savings: **\$796,230**

Avg. Sustainable Savings

Annual Sustainable Savings: **\$39,292**

2021 Menu Pricing | CITY OF SHEBOYGAN

Vehicle Type	Year	Make	Model	Trim Level
3/4 Ton Cargo Van	2021	Ford	Transit 250	Base Low Roof
1/2 Ton Pickup	2021	Ram	1500	Crew Cab 4x4
3/4 Ton Pickup	2021	Ram	2500	Reg Cab 4x4
3/4 Ton Pickup	2021	Ram	2500	Crew Cab 4x4
1 Ton Chassis	2021	Ram	3500 Chassis	Reg Cab 4x4

Equity Lease Menu Pricing - MY 2021

Vehicle Type	Quantity	Term	Estimated Annual Mileage	Est. Capitalized Price - built w/ standard options	Monthly Cost (Lease Rate)*	Upfit Cost - Capped into Vehicle	2021 or 12 Month Cash Outlay	EFM Quote #	Scotts FMV @ Term
3/4 Ton Cargo Van	3	60	5,000	\$33,868	\$526		\$18,936	4907723	\$19,000
1/2 Ton Pickup	21	12	5,000	\$32,600	\$540		\$136,080	4910901	\$36,000
3/4 Ton Pickup Reg Cab	11	24	5,000	\$31,928	\$522		\$68,904	4907638	\$32,000
3/4 Ton Pickup Crew Cab	4	24	5,000	\$32,100	\$525		\$25,200	4882574	\$35,000
1 Ton Chassis	20	60	5,000	\$49,000	\$872	\$15,000	\$209,280	4882607	\$22,000
							59		\$458,400

Year 1 or 12 Month Total Spend - Cash Out	Total Equity on selling 59 Current Vehicles	Cash Outlay (+/-) in Year 1 or first 12 months
\$458,400	(\$558,500)	(\$100,100)

21 Est. Total Spend (New Vehicles Deliver July 2021)	Total Equity on selling 59 Current Vehicles	Cash Outlay (+/-) in 2021
\$229,200	(\$558,500)	(\$329,300)

CASE STUDY – CITY OF WAUSAU

CASE STUDY | CITY OF WAUSAU



City of Wausau Improves Light-Duty Fleet and Saves More Than \$482K Over 4-Years.

BACKGROUND

Location: Wausau, WI
Industry: Government
Total vehicles: 64 vehicles

THE PROBLEM

The City of Wausau's light-duty fleet had an average age of 9 years. City mechanics were spending time reactively handling maintenance and repairs to keep the aging vehicles on the road. Maintenance and fuel expenses continually increased for the city as aged vehicles lost efficiency over time. The city's budget for the fleet dictated when vehicles could be replaced. Once vehicles qualified for replacement by the city's standards, they had very little resale value and were only being sold through public auction.

THE SOLUTION

Enterprise Fleet Management proposed a 4-year replacement strategy to help refresh the City's Light-Duty Fleet. By leveraging a Government Equity Lease funding platform, they were able to replace vehicles each year to fit within their purchase budget. With a replacement strategy that had them cycling vehicles faster, the City has seen an increase in resale returns.

"The decision to work with Enterprise Fleet Management to improve our light-duty fleet has been one of the best we've made. Not only are we seeing the financial savings, but our mechanics have been able to focus more of their time on more expensive, specialized equipment and machinery. Our employees also appreciate driving newer, safer vehicles with better features to make doing their job easier."

– Mark Hanson, Fleet and Facilities Manager

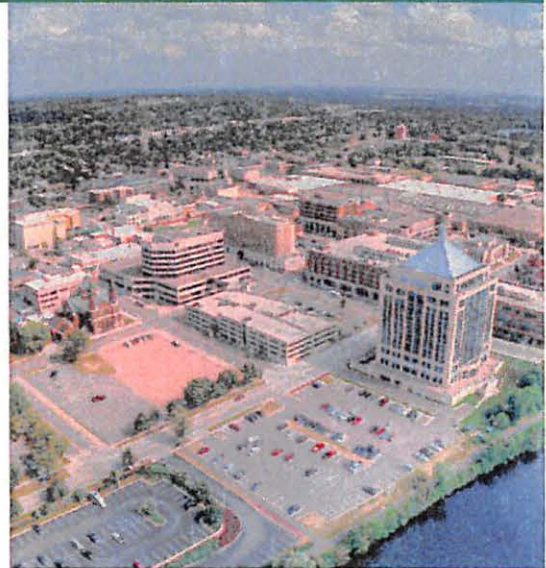
THE SOLUTION

Additional benefits to the replacement strategy include a 35% improvement in fuel economy, and an average of \$30,000 in annual maintenance costs.

THE RESULTS

The City of Wausau has experienced a \$482,697 net budget savings over the past 4 years compared to the average budget prior to partnering with Enterprise Fleet Management. These savings were realized even as the total miles traveled by the City increased from 118,000 in 2015 to roughly 328,000 total annual miles in 2019 (177% increase). The partnership has also allowed the City of Wausau to reduce the average age of their vehicles down to 4 years, and presents creative opportunities, as in 2019, when the City was able to turn in 4 leases early for net cash return of \$33,961.

To learn more, visit efleets.com or call 877-23-FLEET.



Key Results

\$482,697
NET BUDGET SAVINGS
OVER 4 YEARS



35%
IMPROVEMENT
AVERAGE MPG
OVER 4 YEARS

177%
INCREASE IN ANNUAL MILEAGE
WITH AVERAGE ANNUAL FLEET
SAVINGS OF 38%



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ACCOUNT MANAGEMENT

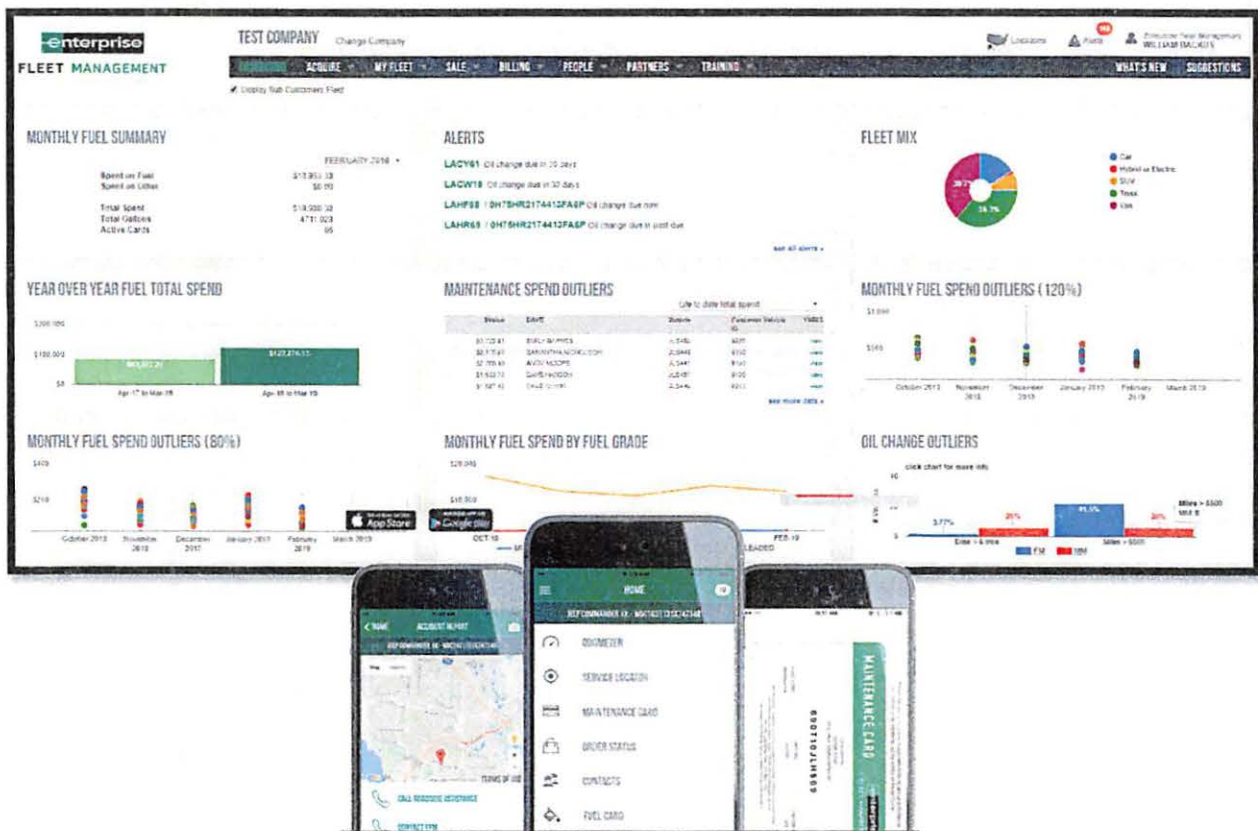
The City of Sheboygan will have a dedicated, local account team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs.

- Your dedicated Account Manager meets with you 2-3 times a year for both financial and strategic planning.
- Your Account Manager will provide on-going analysis – this will include most cost-effective vehicle makes/models, cents per mile, total cost of ownership, and replacement analysis.

TECHNOLOGY

Enterprise Fleet Management's website provides vehicle tracking, reporting, and metrics. Our website can be customized to view a wide range of data so that you may have a comprehensive and detailed look at all aspects of your fleet and the services provided. Our Mobile App gives drivers all of the convenience and functionality they need.

- **Consolidated Invoices** - Includes lease, maintenance, and any additional ancillaries
- **Maintenance Utilization** - Review the life-to-date maintenance per vehicle
- **Recall Information** - See which units have open recalls
- **License & Registration** - See which plate renewals are being processed by Enterprise and view status
- **Alerts** - Set customizable alerts for oil changes, lease renewals, license renewals, and billing data
- **Lifecycle Analysis** - See data regarding all transactions for the lifecycle of the entire fleet, with drill-down capability to any specific lease or transaction



ENTERPRISE FLEET CLIENTS & REFERENCES

CURRENT PARTNERS:

- City of La Crosse
- Marathon County
- City of Manitowoc
- City of Wausau
- City of West Bend
- Shawano County
- City of Oak Creek
- City of Ashland
- City of Two Rivers
- Dunn County
- Buffalo County
- Grant County
- Polk County
- La Crosse County
- Oconto County
- City of Sparta
- Langlade County
- City of Platteville
- City of Green Bay

REFERENCE:

Below is a list of at least two (2) client references including company name, contact person, and telephone number.

1. City: **City of Manitowoc**
Business Phone #: (920) 686-6961
Contact Person: Shawn Alfred, Finance Director
2. City: **City of Oak Creek**
Business Phone #: (414) 766-7060
Contact Person: Andrew Vickers, City Administrator

Purchasing Cooperatives Enterprise is Partnered with:

- TIPS/TAPS USA
- SOURCEWELL



City of Sheboygan - Fleet Planning Analysis



Current Fleet Total	59	Annual Miles Per	4,000	Enterprise Fleet Total	59
Current Cycle (avg. # of years to cycle all 59)	20 year	Proposed Cycle (avg. # of years to cycle all 59)		3 year	

^ how many years it takes to cycle through all 59 vehicles

^ how many years it takes to cycle through all 59 vehicles

Fiscal Year	Fleet Mix			Fleet Cost						Annual Spend		
	Fleet Size	Annual Needs	Owned	Leased	Purchase	Annual Lease Payments	Equity Applied to Lease Payments	Current Fleet Equity	Leased Fleet Equity	Total Equity	End of Year Equity Balance	Total Capital Budget
Current Annual Average Budget*	59	3.0	59	0	\$113,377							
21	59	59	0	59	0	458,411	\$333,411	(\$558,599)	(\$170,149)	(\$728,748)	(\$395,337)	\$125,000
22	59	21	0	59	0	458,411	\$333,411		(\$326,340)	(\$721,677)	(\$388,266)	\$125,000
23	59	36	0	59	0	458,411	\$333,411		(\$170,149)	(\$558,415)	(\$225,004)	\$125,000
24	59	21	0	59	0	458,411	\$333,411		(\$325,340)	(\$550,344)	(\$216,933)	\$125,000
25	59	36	0	59	0	458,411	\$333,411		(\$535,368)	(\$752,301)	(\$418,890)	\$125,000
26	59	44	0	59	0	458,411	\$333,411		(\$325,340)	(\$744,230)	(\$410,819)	\$125,000
27	59	36	0	59	0	458,411	\$333,411		(\$170,149)	(\$580,968)	(\$247,557)	\$125,000
28	59	21	0	59	0	458,411	\$333,411		(\$325,340)	(\$572,897)	(\$239,486)	\$125,000
29	59	36	0	59	0	458,411	\$333,411		(\$170,149)	(\$409,635)	(\$76,224)	\$125,000
30	59	21	0	59	0	458,411	\$333,411		(\$690,559)	(\$766,783)	(\$433,372)	\$125,000

*does not include maintenance or fuel spend or savings

Lease Terms Vary By Vehicle: (1/2 Ton Pickups 12 months) (3/4 Ton Pickups 24 Months) (1 Ton Chassis 60 months & includes an est. \$15,000 in upfit cost per chassis)

^(\$433,372) is the amount of equity still in the reserve after the 10th year

Current Owned Fleet

SELLING YEAR	2021	2022	2023	2024	2025	Under-Utilized
QTY	59					0
Est \$ TOTAL	\$9,466					\$0
	\$558,500					\$0
Estimated Current Fleet Equity**						\$558,500

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution authorizing the appropriate City Officials to execute a Professional Services Agreement with MSA Professional Services, Inc. for planning and engineering services necessary to replace the generator and electrical panels at the Municipal Service Building.

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

REPORT DATE: February 17, 2021

MEETING DATE: February 23, 2021

FISCAL SUMMARY:

Budget Line Item: 48033110-621200
Budget Summary: 2021 Capital
Building
Improvements
Budget Expenditure: \$37,000.00
Budgeted Revenue: N/A

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS: This project entails replacing the 55-year-old generator and updating the electrical panels that are original to the Municipal Service Building that was constructed in 1966. Currently the Kohler generator, which has been properly maintained for the last 55 years, is scheduled for replacement due to its age and the lack of spare parts that are available. The electrical panels, which are also original, have no replacement parts available. These two systems are critical components for the operation of this facility. Scheduling progressive updates to critical equipment and components will increase the working lifetime of the building.

STAFF COMMENTS: This project is in the Capital Improvements Program and the first phase is the design services.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 169-20-21 authorizing the appropriate City Officials to execute a Professional Services Agreement with MSA Professional Services, Inc. for planning and engineering services necessary to replace the generator and electrical panels at the Municipal Service Building.

ATTACHMENTS:

- I. Res. No. 169-20-21
- II. Professional Service Agreement

III

4.6

Res. No. 169 - 20 - 21. By Alderpersons Dekker and Sorenson.
February 15, 2021.

A RESOLUTION authorizing the appropriate City officials to execute a Professional Services Agreement with MSA Professional Services, Inc. for planning and engineering services necessary to replace the generator and electrical panels at the Municipal Service Building.

RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached Professional Services Agreement with MSA Professional Services, Inc.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds, not to exceed \$37,000, from Account No. 480331100-621200, pursuant to the terms of the Professional Services Agreement.

PW

Dean Dekker

Jim Sorenson

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



Professional Services Agreement

This AGREEMENT (Agreement) is made this _____ day of March, 2021 by and between CITY OF SHEBOYGAN (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: City of Sheboygan Municipal Service Building

The scope of the work authorized is: See enclosed proposal.

The schedule to perform the work is: Approximate Start Date: 03/08/2021
Approximate Completion Date: 01/30/2022

The lump sum fee for the work is: \$37,000

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis.

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

CITY OF SHEBOYGAN

MSA PROFESSIONAL SERVICES, INC.

Michael J. Vandersteen
Mayor
Date: _____

Curt Krupp
Curt Krupp
Team Leader, Institutional Market Lead
Date: 2/9/2021

Attest:

Meredith DeBruin, City Clerk
Date: _____

David Schulze
David Schulze
Senior Electrical Engineer
Date: 2/9/2021

828 Center Ave.
Sheboygan, WI 53081
Phone: 920-459-3440
Fax: 920-459-3443

116 Fremont St
Kiel, WI 53042
Phone: 920-894-7800

**MSA PROFESSIONAL SERVICES, INC. (MSA)
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)**

1. **Scope and Fee.** The quoted fees and scope of services constitute the fees and tasks required to perform the services as currently understood. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required. The OWNER agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project.

2. **Billing.** MSA will bill the OWNER as work is completed based on the following schedule:

<u>Percent Complete</u>	<u>Invoice Amount</u>
Design 25% Complete	25% of Contract Amount (\$9,250)
Design 50% Complete	25% of Contract Amount (\$9,250)
Design 70% Complete	20% of Contract Amount (\$7,400)
Design 100% Complete ¹	10% of Contract Amount (\$3,700)
Bids Received and Reviewed	15% of Contract Amount (\$5,550)
Construction Complete	5% of Contract Amount (\$1,850)

Invoices shall be sent to: Michael Willmas, City of Sheboygan Department of Public Works, 2026 New Jersey Ave., Sheboygan, WI 53081. Payment will be remitted to MSA within sixty days of receipt of invoice. Past due balances shall be subject to an interest charge at a rate of 12% per year from said sixtieth day. In addition, if OWNER has not paid MSA within sixty days of receipt of invoice, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

3. **Costs and Schedules.** Costs and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

4. **Access to Site.** OWNER shall furnish right-of-entry on the project site for MSA. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and—so long as it has acted in accordance with its standard of care under this Agreement—shall not be responsible for such costs.

5. **Location of Utilities.** MSA shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. OWNER agrees to indemnify and defend MSA in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information or instructions which have been furnished to Consultant by OWNER.

6. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

7. **Construction.** This agreement shall not be construed as giving MSA the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.

8. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a different degree of care upon MSA. MSA will, without additional compensation, correct or replace any and all services not meeting the standard of care.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

9. **Construction Site Visits.** MSA shall make visits to the site at intervals appropriate to the various stages of construction as MSA deems necessary in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of Contractor's work.

The purpose of MSA's visits to, and representation at the site, will be to enable MSA to better carry out the duties and responsibilities assigned to and undertaken by MSA during the Construction Phase, and in addition, by the exercise of MSA's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

¹ Including construction documents out for bidding.

10. **Termination.** OWNER may terminate or suspend performance of this Agreement at the OWNER'S prerogative at any time upon written notice to MSA. The effective date of the termination or suspension is the seventh day after MSA's receipt of the notice of termination or suspension. This Agreement may be terminated for cause by either party if the other party materially fails to perform its obligations under this Agreement, and does not remedy its non-performance within ten business days of receipt of written notice. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to the effective date of the termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination or Suspension of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

11. **Betterment.** If, due to MSA's error, any required or necessary item or component of the project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

12. **Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in generating, treating, storing, or disposing of hazardous substances or materials which may be present at the project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

13. **Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER.

14. **Reuse of Documents.** Reuse of any documents and/or services pertaining to this project by the OWNER or extensions of this project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

15. **Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's elected and appointed officials, officers, directors, and employees (hereinafter "OWNER") from any and all claims, suits, causes of actions, damages, costs, losses, expenses, liabilities, and damages, including reasonable costs of defense, to which OWNER may become subject to the extent caused by any negligent act or omission of MSA or of anyone acting under its direction or control or on its behalf. In the event MSA employs other approved persons, firms, corporations, or entities (collectively "Subcontractor") as part of performing its obligations under this agreement, it shall be MSA's responsibility to require and confirm that each Subcontractor enters into an Indemnity Agreement in favor of OWNER which is identical to this indemnification provision.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

16. **Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, in the event of any dispute, OWNER and MSA agree to engage in good faith negotiation prior to initiating any legal action. In an effort to resolve any dispute without initiating legal action, the parties may—but are not required to—agree to mediation or arbitration under the Construction Industry Mediation Rules of the American Arbitration Association or any other appropriate set of rules.

17. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** MSA shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

18. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

19. **Jurisdiction.** The parties hereby irrevocably submit to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. The parties further consent that the venue for any legal proceedings related to this Agreement shall be Sheboygan County, Wisconsin.

20. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

21. **Appropriation of Funds.** If funds for the continued fulfillment of this agreement by the OWNER are at any time not forthcoming or are insufficient, through failure of any entity, including the OWNER itself, to appropriate funds or otherwise, then the OWNER shall have the right to terminate this agreement without penalty.

22. **Open Records.** Both parties understand that OWNER is bound by the Wisconsin Public Records Law and, as such, this agreement is subject to that law. MSA acknowledges that it is obligated to assist the OWNER 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 agreement. MSA shall indemnify and hold the OWNER harmless from liability under the Wisconsin Public Records Law resulting from MSA's failure to retain or produce records. Except as otherwise authorized, records shall be maintained for the later of: (1) seven years after receipt of final payment under the Agreement, and (2) the conclusion of any litigation (including any appeals) that results from the services provided by MSA.

23. **Identity of MSA.** MSA acknowledges that one of the primary reasons for its selection by the OWNER to perform the services is its qualifications and experience. MSA thus agrees that the services to be performed pursuant to this agreement shall be performed by MSA. MSA shall not subcontract any part of the services without the prior written permission of the OWNER. OWNER's Director of Public Works, or the Director's designee, shall have the ability to provide this written permission.

24. **Conflict of Interest.** MSA declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performances of services under this agreement. MSA agrees that no person having any such interest shall be employed in the performance of this agreement.

25. **Severability.** If a court finds any provision of this agreement invalid or unenforceable, the remainder of this agreement shall be interpreted so as best to give effect to the intent of the parties.

26. **Third Party Rights.** Nothing in this agreement shall be construed to give any rights or benefits to anyone other than MSA and OWNER.

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

28. **Relationships.** Nothing contained in this agreement shall be deemed to make either party a partner, joint venture, or employee of the other party for any purpose.

29. **Notice.** Any notice required by this agreement shall be made in writing to the individuals / addresses specified below:

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

Curt Krupp
MSA Professional Services, Inc.
116 Fremont Street
Kiel, Wisconsin 53042

The parties will give any notice required by this agreement by personal delivery or first class certified mail postage prepaid. Notice will be deemed to have been made upon receipt. Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of MSA and OWNER.



116 Fremont Street
Kiel, WI 53042

P (920) 894-7800

www.msa-ps.com

January 27, 2021

Sheboygan MSB
ATTN: Mr. David Biebel
2026 New Jersey Ave.
Sheboygan, WI 53081

Project Name: Sheboygan Municipal Service Building

Dear David,

MSA Professional Services, Inc. (MSA) is pleased to submit this proposal for engineering services for the above-referenced project. We would like to express our appreciation for being considered for this work. Our scope of services includes the following:

1. Provide construction documents showing the replacement of the electric service and generator that will include:
 - a. Replace existing older panelboards with new.
 - b. Replace existing older interior dry transformers with new.
 - c. Replace of the generator with a 200 kW exterior generator.
 - d. Provide new transfer switches.
 - e. Rewire existing exit lighting, interior and exterior fixtures to provide egress lighting required per IBC 2015.
2. Develop CAD drawings for existing floor plans to incorporate the above design.
3. project can be constructed in summer of 2021 and completed in January of 2022 to extend payments to the contractor over a two year period.

Design Development Phase

1. Review project and select appropriate systems
2. Develop preliminary design and system layout
3. Provide cost estimates and assist in budgeting

Construction Document Phase

1. Complete design and preparation of plans and specifications for bidding of electrical specifications. MSA can provide front end specifications and bid form or it can be done by the City.
2. Coordinate design with other engineering disciplines.
3. Prepare alternate bid documents, if required

Bidding and Negotiation Phase

1. Develop addenda documents, as required
2. Assist with bid analysis and offer recommendations
3. Answer questions during bidding

Items not included

1. Alternate bids that trigger additional design
2. Printing and reproduction costs
3. Plan review and approval fees, as well as any associated permits
4. Redesign of systems after bid
5. Rebate or incentive preparation
6. Pre bid construction meeting

7. Commissioning
8. Variance request
9. Engineering services to identify or correct site conditions caused by contractors improper installation
10. In depth review of contractors change orders
11. Preparation of Record Drawings
12. Site utilities design
13. LEED documentation

Deliverables

1. Upon completion of this project, MSA will provide completed CAD drawings (AutoCAD format) for the above-described project.
2. If additional services are required our engineering rates are as follows:

Principal Engineer:	\$175/hr
Project Manager:	\$150/hr
Technician:	\$95/hr
Secretarial:	\$70/hr
Mileage:	Per IRS current schedule
Reproductions:	Quoted separately if required

No additional services will be performed without written approval from client. An "Additional Services Request Form" will be provided if additional services are required.

Electrical Fees Lump Sum

\$37,000

The information in this quote is valid for 180 days from date listed on quote.

After your review of the information presented, please discuss with us any possible adjustments to our perceived scope of work. Any adjustments made to the project scope may result in modifications to our fee.

Upon your approval, please sign the service agreement and return it to our office. If quote is accepted, if you have any questions, or need any further information, please call me at (920) 894-4710. I look forward to working with you on this project.

Kind Regards,

Dave Schulze

MSA Professional Service, Inc.

III

4.7

Res. No. 170 - 20 - 21. By Alderpersons Dekker and Sorenson.
February 15, 2021.

A RESOLUTION authorizing the appropriate City officials to enter into a contract for the construction of the 2021 Sidewalk Program.

WHEREAS, the City of Sheboygan has advertised for bids to construct the 2021 Sidewalk Program; and

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

WHEREAS, the low bid was from Forward Contractors for \$81,074.10; and

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

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached agreement with Forward Contractors for the construction of the 2021 Sidewalk Program.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds, not to exceed \$81,074.10, from Account No. 40033140-631300 (Sidewalk/Trail Improvements) to pay for the construction done pursuant to the agreement.

PW

Dean Dekker

[Signature]

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

Dated _____ 20 . _____, City Clerk
Approved _____ 20 . _____, Mayor

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

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and
Forward Contractors ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: 2021 Sidewalk Program

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: constructing new concrete sidewalks and crosswalks; removing and reconstructing faulty existing concrete sidewalks and crosswalks; removing and reconstructing curb, or curb and gutter, removing and reconstructing street pavement; tree root cutting, excavation and removal of trimmings, restoration and clean-up of sites at locations designated by the Engineering Department in all parts of the City, on a prepared foundation or base as provided in these specifications

2.02 City of Sheboygan Resolution: _____

2.03 City of Sheboygan Account Number: _____

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by City of Sheboygan – Engineering Division

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

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

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 Contract Times: Dates

- A. The Work will be substantially completed on or before August 20, 2021 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
4. Milestones: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

4.04 Special Damages

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

ARTICLE 5 – CONTRACT PRICE

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

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

- b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

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

6.03 *Final Payment*

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

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

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

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

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

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Contractor's Certifications

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

10.06 Other Provisions

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

(Continued on next page)

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

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

OWNER:

CONTRACTOR:

City of Sheboygan

By: _____
(signature)

By: _____
(signature)

Name,
Title: Todd Wolf , City Administrator

Name,
Title: _____
(printed)

Date: _____

Date: _____

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

Address for giving notices:

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

Address for giving notices:

License No.: _____
(where applicable)

Signed by:

Approved as to form and Execution:

By: _____
(signature)

By: _____
(signature)

Name,
Title: Michael Vandersteen, Mayor

Name,
Title: Charles C. Adams, City Attorney

Date: _____

Date: _____

Countersigned by:

By: _____
(signature)

Name,
Title: Meredith DeBruin, City Clerk

Date: _____

2021 Sidewalk Program

SECTION	TITLE	PAGES
00 00 00	PROCUREMENT AND CONTRACTING REQUIREMENTS	
00 01 01	Cover	00 01 01-1
00 01 10	Table of Contents	00 01 10-1 to 00 01 10-1
00 11 13	Advertisements for Bids	00 11 13-1
00 21 13	Instructions for Bidders	00 21 13-1 to 00 21 13-10
00 41 43	Bid Form	00 41 43-1 to 00 41 43-5
00 41 44	Unit Price Worksheet	00 41 44-1
00 41 44.1	Quest Unit Price Worksheet	1 Pages
00 42 13	Bid Bond	00 42 13-1 to 00 42 13-2
00 45 13	Bidder's Proof of Responsibility	00 45 13-1 to 00 45-13-5
00 45 19	Non-Collusion Affidavit of Bidder	00 45 19-1
00 45 20	Non-Collusion Affidavit of Subcontractor	00 45 20-1
00 45 50	List of Subcontractors	00 45 50-1
00 52 00	Agreement	00 52 00-1 to 00 52 00-8
00 55 00	Notice to Proceed	00 55 00-1
00 61 13	Performance Bond	00 61 13-1 to 00 61 13-3
00 61 14	Payment Bond	00 61 14-1 to 00 61 14-3
00 62 11	Submittal Cover	00 62 11-1
00 62 76	Application for Payment	00 62 76-1 to 00 62 76-2
00 63 13	Request for Information	00 63 13-1
00 63 49	Work Change Directive	00 63 49-1
00 63 63	Change Order Form	00 63 63-1 to 00 63 63-2
00 65 16	Certificate of Substantial Completion	00 65 16-1
00 65 18	Certificate of Compliance	00 65 13-1
00 65 19	Consent of Surety to Final Payment	00 65 19-1
00 72 00	General Conditions	00 72 00 -1 to 00 72 00-72
00 73 00	Supplementary Conditions	00 73 00-1 to 00 73 00-13
01 00 00	GENERAL REQUIREMENTS	
01 11 00	Summary of Work	01 11 00-1 to 01 11 00-2
01 14 00	Work Restrictions	01 14 00-1 to 01 14 00-6
01 57 19	Temporary Environmental Controls	01 57 19-1 to 01 57 19-2
32 00 00	EXTERIOR IMPROVEMENT	
32 10 50	Concrete Sidewalk Program	32 10 50-1 to 32 10 50-9

2453-21 2021 Sidewalk Program (#7483595)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

01/26/2021 10:00 AM CST

Section T	Line Item	Item Code	Item Description	UofM	Quantity	Forward Contractors	
						Unit Price ²	Extension ³
	1	2021-1	Remove Concrete Sidewalk and Approaches	SF	8000	\$2.00	\$16,000.00
	2	2021-2	Remove Concrete Aprons	SF	100	\$2.00	\$200.00
	3	2021-3	Remove Curb & Gutter	LF	50	\$10.00	\$500.00
	4	2021-4	Remove Integral Sidewalk/Curb	SF	100	\$0.01	\$1.00
	5	2021-5	Excessive Cut	CY	50	\$0.01	\$0.50
	6	2021-6	Excessive Fill/Gravel	Cy	50	\$0.01	\$0.50
	7	2021-7	Concrete Sidewalk 4-inch	SF	8000	\$6.75	\$54,000.00
	8	2021-8	Concrete Sidewalk 6-inch	SF	250	\$6.75	\$1,687.50
	9	2021-9	Concrete Apron 7-inch	SF	100	\$6.75	\$675.00
	10	2021-10	Concrete Curb and Gutter 30-inch	LF	50	\$40.00	\$2,000.00
	11	2021-11	Concrete Curb 6-inch	LF	50	\$40.00	\$2,000.00
	12	2021-12	Integral Sidewalk & Curb	SY	200	\$0.01	\$2.00
	13	2021-13	Concrete Sawing	LF	100	\$0.01	\$1.00
	14	2021-14	Grading For New Sidewalk	SF	500	\$0.01	\$5.00
	15	2021-15	4-inch Topsoil, Seed & Fertilizer	SY	60	\$0.01	\$0.60
	16	2021-16	Concrete Sidewalk 6-inch with Panel Finish	SF	100	\$0.01	\$1.00
	17	2021-17	Curb Ramp Detectabel Warning Field	EA	10	\$400.00	\$4,000.00
Total							\$81,074.10

2453-21 2021 Sidewalk Program (#7483595)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

01/26/2021 10:00 AM CST

Section T Line Item	Item Code	Item Description	UofM	Quantity	Forward Contractors		Klunck Masonry LLC		LaLonde Contractors, Inc.	
					Unit Price2	Extension3	Unit Price4	Extension5	Unit Price6	Extension7
1	2021-1	Remove Concrete Sidewalk and Approaches	SF	8000	\$2.00	\$16,000.00	\$1.50	\$12,000.00	\$2.00	\$16,000.00
2	2021-2	Remove Concrete Aprons	SF	100	\$2.00	\$200.00	\$2.00	\$200.00	\$4.00	\$400.00
3	2021-3	Remove Curb & Gutter	LF	50	\$10.00	\$500.00	\$8.00	\$400.00	\$20.00	\$1,000.00
4	2021-4	Remove Integral Sidewalk/Curb	SF	100	\$0.01	\$1.00	\$6.00	\$600.00	\$8.50	\$850.00
5	2021-5	Excessive Cut	CY	50	\$0.01	\$0.50	\$25.00	\$1,250.00	\$24.00	\$1,200.00
6	2021-6	Excessive Fill/Gravel	Cy	50	\$0.01	\$0.50	\$20.00	\$1,000.00	\$36.50	\$1,825.00
7	2021-7	Concrete Sidewalk 4-inch	SF	8000	\$6.75	\$54,000.00	\$7.25	\$58,000.00	\$8.50	\$68,000.00
8	2021-8	Concrete Sidewalk 6-inch	SF	250	\$6.75	\$1,687.50	\$6.00	\$1,500.00	\$9.00	\$2,250.00
9	2021-9	Concrete Apron 7-inch	SF	100	\$6.75	\$675.00	\$6.00	\$600.00	\$11.50	\$1,150.00
10	2021-10	Concrete Curb and Gutter 30-inch	LF	50	\$40.00	\$2,000.00	\$26.00	\$1,300.00	\$55.00	\$2,750.00
11	2021-11	Concrete Curb 6-inch	LF	50	\$40.00	\$2,000.00	\$8.00	\$400.00	\$49.00	\$2,450.00
12	2021-12	Integral Sidewalk & Curb	SY	200	\$0.01	\$2.00	\$6.00	\$1,200.00	\$78.25	\$15,650.00
13	2021-13	Concrete Sawing	LF	100	\$0.01	\$1.00	\$8.00	\$800.00	\$4.25	\$425.00
14	2021-14	Grading For New Sidewalk	SF	500	\$0.01	\$5.00	\$2.00	\$1,000.00	\$4.50	\$2,250.00
15	2021-15	4-inch Topsoil, Seed & Fertilizer	SY	60	\$0.01	\$0.60	\$19.00	\$1,140.00	\$10.50	\$630.00
16	2021-16	Concrete Sidewalk 6-inch with Panel Finish	SF	100	\$0.01	\$1.00	\$6.00	\$600.00	\$12.50	\$1,250.00
17	2021-17	Curb Ramp Detectabel Warning Field	EA	10	\$400.00	\$4,000.00	\$100.00	\$1,000.00	\$130.00	\$1,300.00
Total							\$81,074.10	\$82,990.00	\$119,380.00	

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the appropriate City officials to enter into a contract for the construction of the 2021 Sidewalk Program.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: February 19, 2021

MEETING DATE: February 23, 2021

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: 40033140-631300
Budget Summary: Sidewalk/Trail
Improvements
Budgeted Expenditure: \$81,074.10
Budgeted Revenue: N/A

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

BACKGROUND / ANALYSIS: On an annual basis, the Department of Public Works contracts for the replacement of fractured/broken concrete sidewalks within the City based upon need. For 2021 approximately 8,000 square feet of sidewalks have been identified as being in need of replacement.

STAFF COMMENTS: Recommend approval of the resolution.

ACTION REQUESTED: Motion to recommend Common Council adopt Res. No. 170-20-21 authorizing the appropriate City officials to enter into a contract for the construction of the 2021 Sidewalk Program.

ATTACHMENTS:

- I. Res. No. 170-20-21
- II. Forward Contractors Construction Agreement
- III. Summary of Bids Received

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the appropriate City officials to enter into a Design Engineering Services Agreement with AECOM Technical Services, Inc. to finalize the engineering and provide construction services for the Influent Building HVAC Project at the Waste Water Treatment Plant.

REPORT PREPARED BY: Steve Jossart, Superintendent of Wastewater Treatment

REPORT DATE: February 17, 2021

MEETING DATE: February 23, 2021

FISCAL SUMMARY:

Budget Line Item: 60138300-
521150
Budget Summary: Wastewater
Consulting
Services
Budget Expenditure: \$18,900
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes:
Municipal Code: N/A

BACKGROUND / ANALYSIS: The HVAC system which ventilates the Influent Building Wet Well and Grit Room no longer supplies heat and ventilation to these areas, due to failure of the heating coils and duct work. AECOM completed an assessment and prepared a new design for the HVAC system in 2018 and we now require their services to complete the final design and ensure that the system is purchased and installed per plan specifications.

STAFF COMMENTS: The present HVAC unit no longer provides adequate ventilation or heat to the Influent Wetwell and Grit Room. AECOM's expertise is required to ensure that the newly designed HVAC system is properly designed, meets all building codes and is installed per design specifications.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 174-20-21 authorizing the appropriate City Officials to enter into a Design Engineering Services Agreement with AECOM Technical Services, Inc. to finalize the engineering and provide construction services for the Influent Building HVAC Project at the Waste Water Treatment Plant.

ATTACHMENTS:

- I. Res. No. 174-20-21

II. AECOM Design Services Agreement

III

Other Matters

7.2

Res. No. 174 - 20 - 21. By Alderpersons Dekker and Sorenson.
February 15, 2021.

A RESOLUTION authorizing the appropriate City officials to enter into a Design Engineering Services Agreement with AECOM Technical Services, Inc. to finalize the engineering and provide construction services for the Influent Building HVAC Project at the Waste Water Treatment Plant.

WHEREAS, in 2018, AECOM Technical Services, Inc. ("AECOM") completed an assessment and new design for the Influent Building HVAC Project (the "Project"); and

WHEREAS, the Project is included in the City's previously approved 2021 budget; and

WHEREAS, in order to construct the Project, it is necessary for the design to be finalized; and

WHEREAS, it is in the best interest of the City to enter into an agreement with AECOM to finalize the design of the Project and for AECOM to provide needed services related to the design of the Project during the Project's construction.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached Design Engineering Services Agreement with AECOM.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds, not to exceed \$18,900, from Account No. 60138300-521150 for the Design Engineering Services Agreement with AECOM.

PW

Dean Dekker

Gene Sorenson

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

DESIGN ENGINEERING SERVICES AGREEMENT

This Design Engineering Services Agreement ("Agreement") effective this _____, 2021, is by and between the City of Sheboygan, a Wisconsin municipality ("Client"), and AECOM Technical Services, Inc., a California corporation, ("AECOM"); each also referred to individually as ("Party") and collectively as ("Parties").

In consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. SCOPE OF SERVICES

1.1 AECOM shall perform the services set forth in **EXHIBIT A** ("Services"), incorporated herein by reference.

1.2 AECOM will provide the work products specifically commissioned by Client for delivery by AECOM to Client and listed in **EXHIBIT A** ("Deliverables") in accordance with the schedule ("Project Schedule").

2. **TERM OF AGREEMENT** Upon execution by the Parties, this Agreement shall have the effective date set forth above. This Agreement shall remain in force until all obligations related to the Services, other than those obligations which survive termination of this Agreement under Article 27, have been fulfilled, unless this Agreement is sooner terminated as set forth herein.

3. **COMPENSATION AND PAYMENT** AECOM shall be paid for the performance of the Services in accordance with **EXHIBIT B** ("Compensation and Payment"), incorporated herein by reference.

4. **NOTICE** All notices, requests, claims, and demands shall be in writing (collectively "Notices"). Such Notices shall be given (i) by delivery in person, (ii) by a nationally recognized commercial courier service; or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notices shall be effective upon actual delivery to the other Party at the following addresses:

TO CLIENT:

City Clerk
City of Sheboygan
828 Center Ave.
Sheboygan, WI 53081
Attn: Meredith DeBruin, City Clerk

TO AECOM:

2985 South Ridge Road, Suite B
Green Bay, WI 54304
Attn: Bryan Lewis, Project Manager

Claims-related notices shall be copied to:
AMER-DCSProjectClaimNotices@aecom.com

or to which address the receiving Party may from time to time give notice to the other Party. Rejection or other refusal to accept, or the inability to deliver because of changed address for which no notice was given, shall be deemed to be receipt of the notice as of the date of such rejection, refusal to accept, or inability to deliver. Claims-related notices need to include the AECOM project name and number found in this Agreement as well as contact information of the person submitting the notice. Nothing in this Article shall be construed to restrict the transmission of routine communications between representatives of AECOM and the Client necessary to efficiently carry out the Services.

5. AECOM'S RESPONSIBILITIES

5.1 AECOM shall perform the Services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same locality under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project. The full extent of AECOM's responsibility with respect to the Services shall be to perform in accordance with the above standards and to remedy any material deficiencies or defects in the Deliverables at AECOM's own expense, provided that AECOM is notified by Client, in writing, of any such deficiency or defect within a reasonable period after discovery thereof. AECOM MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT OR OTHERWISE.

5.2 AECOM will endeavor in good faith, as needed, to obtain from the appropriate authorities their interpretation of applicable codes and standards and will apply its professional judgment in interpreting the codes and standards as they apply to the Project at the time of performance of the Services. Notwithstanding the above, the Parties agree that, as the Project progresses, such codes or standards may change or the applicability of such codes or standards may vary from AECOM's original interpretation through no fault of AECOM and that additional costs necessary to conform to such changes or interpretations during or after execution of the Services will be subject to an equitable adjustment in the Compensation and Project Schedule.

5.3 AECOM shall be responsible for its performance and that of AECOM's lower-tier subcontractors and vendors. However, AECOM shall not be responsible for health or safety programs or precautions related to Client's activities or operations or those of Client's other contractors and consultants or their respective subcontractors and vendors ("Contractors"). AECOM shall have no responsibility for (i) construction means, methods, techniques, sequences or procedures; (ii) the direction of Contractors' personnel; (iii) selection of construction equipment; (iv) coordination of Contractors' work; (v) placing into operation any plant or equipment; or (vi) Contractors' failure to perform the work in accordance with any applicable construction contract. AECOM shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Client, Contractors or others at the project site ("Project Site") other than AECOM's employees, subconsultants and vendors. So as not to discourage AECOM from voluntarily addressing health or safety issues while at the Project Site, in the event AECOM does identify such issues by making observations, reports, suggestions or otherwise, AECOM shall have no authority to direct the actions of others not under AECOM's responsibility and control and shall have no liability, responsibility, or affirmative duty arising on account of AECOM's actions or forbearance.

5.4 Except as expressly provided in this Agreement, AECOM shall have no responsibility for the discovery, presence, handling, removal, transportation, storage or disposal of, or exposure of persons to hazardous materials in any form related to the Project. AECOM shall not be responsible for Client's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of AECOM.

5.5 In the event that the Services include construction observation or similar field services, AECOM's responsibility shall be limited to determining general conformance with AECOM's design. Visits by AECOM to the Project Site and observations made by AECOM shall not relieve the Contractors of their obligation to conduct comprehensive inspections of the construction work sufficient to ensure conformance with the intent of the construction contract documents, and shall not relieve the Contractors of their responsibility for means, methods, techniques, sequences and procedures necessary for coordinating and completing all portions of the construction work and for all safety precautions incidental thereto.

5.6 Any opinions of probable construction costs provided by AECOM represent AECOM's good faith professional judgment in light of its experience, knowledge and the information reasonably available to AECOM at the time of preparation of the opinion. However, since AECOM has no control over the market, economic conditions or the bidding procedures, AECOM, its directors, officers and employees and subconsultants do not make any guarantees or warranties whatsoever, whether express or implied, with respect to such opinions and accept no responsibility for any loss or damage arising therefrom or in any way related thereto. Any reliance upon such opinions, whether by Client or third parties, do so at the relying party's own sole risk.

6. CLIENT'S RESPONSIBILITIES

6.1 Client shall provide in writing any specific Client requirements or criteria for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

6.2 Client shall furnish all information and technical data in Client's possession or under its control reasonably required for AECOM's proper performance of the Services prior to AECOM's commencement of the Services or at such other times as Client and AECOM mutually agree. AECOM is entitled and will rely upon the accuracy, completeness, currency and non-infringement of information and data provided by Client or obtained from generally accepted sources within the industry, except to the extent such verification by AECOM may be expressly required as a defined part of the Services. AECOM will not be responsible for defects in its Services attributable to its reliance upon or use of such information and data.

6.3 Client shall arrange for access and make all provisions necessary for AECOM to enter upon public and/or private property as required for AECOM to properly perform the Services. Client shall disclose to AECOM any known or suspected hazards at the Project Site which may pose a threat to human health, property or the environment.

6.4 If any document or inquiry requires Client to approve, comment, or to provide any decision or direction with regard to the Services, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the Project Schedule, or if not identified in the Project Schedule, within a reasonable time to facilitate the timely performance of the Services.

6.5 Client designates its Director of Public Works, or the Director of Public Works' designee, as its Authorized Representative for this Agreement. The Authorized Representative shall receive and examine documents submitted by AECOM 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 AECOM's Services.

7. INDEPENDENT CONTRACTOR Nothing contained in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between Client or Client's Contractors and AECOM.

8. CONFIDENTIALITY

8.1 AECOM shall treat as confidential information and data delivered to it by Client or developed in the performance of the Services that are specified in writing by Client to be confidential ("Confidential Information"). Confidential Information shall not be disclosed to third parties by AECOM without the consent of Client, except to the extent reasonably believed necessary by AECOM for its performance of the Services, for a period of 5 years following completion or termination of this Agreement.

8.2 Notwithstanding the above, these restrictions shall not apply to Confidential Information which (i) is already known to AECOM at the time of its disclosure; (ii) becomes publicly known through no wrongful act or omission of AECOM; (iii) is communicated to a third party with the express written consent of Client and not subject to restrictions on further use or disclosure; (iv) is independently developed by AECOM; or, (v) to the extent such Confidential Information is required by Law to be disclosed; provided that the information required for disclosure shall remain Confidential Information as to all other persons or entities pursuant to the terms of this Agreement, and provided further that AECOM shall promptly provide Client with written notice of such requirement.

8.3 Upon termination of this Agreement or upon Client's written request, AECOM shall return the Confidential Information to Client or destroy the Confidential Information in AECOM's possession or control. Notwithstanding the above, AECOM shall not be required to destroy Confidential Information held electronically in archive or back-up systems in accordance with general systems archiving or backup policies or required for preservation by law, regulation, audit, data retention or corporate archival purposes or per

regulatory, judicial or governmental order. All such retained Confidential Information shall be kept confidential by AECOM subject to and in accordance with the terms of this Agreement.

9. DATA RIGHTS

9.1 All right, title and interest in and to any Deliverables, and excluding any AECOM Intellectual Property, shall be assigned by AECOM to Client upon full payment for the Deliverables. Client acknowledges and agrees that AECOM is the author of, and retains all rights, title and interest in all other intellectual property, including work papers, templates, details, designs, drawings, plans, renderings, analyses, calculations, models, software, macros, applications, specifications, processes, procedures, interim or draft documents, methodologies, know-how, and any other instruments of service: (a) belonging to AECOM or its consultants prior to the effective date of this Agreement; (b) developed by AECOM or its consultants outside the scope of, or not exclusively pursuant to, this Agreement; (c) licensed by AECOM or its consultants from a third-party; and (d) included within the Deliverables but which are generic, generally applicable to or standard in AECOM's business (collectively, "AECOM Intellectual Property"). To the extent the Deliverables contain, or Client's receipt of the Services require the use of AECOM Intellectual Property, to the extent of AECOM's ownership and control thereof, AECOM hereby grants to Client, upon full payment for the Deliverables and Services, a limited, non-exclusive, non-assignable, royalty-free license to use and sublicense said AECOM Intellectual Property solely and to the extent necessary to achieve the purposes stated in **EXHIBIT A**.

9.2 Nothing in this Agreement shall be construed to prohibit AECOM or its consultants from using for other purposes, clients or projects the skills, knowledge and experience gained by AECOM or its consultants in the performance of the Services and provision of the Deliverables pursuant to this Agreement, provided that AECOM and its consultants do not use Client's Confidential Information.

9.3 AECOM, in developing solutions, testing hypotheses, or documenting designs, may employ advanced technologies for simulation, information modeling, generative design, and the development of project documentation ("Technical Tools"). While these Technical Tools may result in digital files and/or simulations or models ("Datasets"), when not specifically defined within this Agreement, these Datasets will not constitute a Deliverable or portion thereof. Rather, the Technical Tools and Datasets will be a byproduct of AECOM's internal processes and will be AECOM's sole proprietary information. Notwithstanding anything to the contrary in this Agreement, any ownership and data rights provisions will not apply to such Technical Tools and Datasets and AECOM will remain the sole owner of such Technical Tools and Datasets.

9.4 Client understands and accepts that the Services and Deliverables provided by AECOM pursuant to this Agreement are intended by AECOM for the sole use by Client for the specific purpose stated in **EXHIBIT A**. Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless AECOM and its consultants and their directors, officers, employees, agents, representatives, affiliated and parent companies ("AECOM Indemnities") against any and all claims, suits, causes of action, damages, losses, costs, expenses and liabilities (including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings or claims), including reasonable attorneys' fees and costs of defense, to which AECOM or any of the AECOM Indemnities may become subject as a consequence of any use or modification of, reliance upon, or transmission to a third party of, said Services, Deliverables, or AECOM Intellectual Property, by Client outside the scope of this Agreement without the express, written permission of AECOM.

10. RECORD DRAWINGS Client shall direct the Contractors to provide AECOM with updated red-line documentation which accurately and completely reflects any changes between the original design and the final construction. Record drawings to be delivered by AECOM to Client as a part of the Services ("Record Drawings") reflect the design provided by AECOM as modified by such updated information. Consistent with AECOM's defined Services, AECOM shall not have an obligation to independently validate information related to the actual construction. AECOM makes no warranty or guarantee with regard to the accuracy or completeness of the information provided by the Contractors and third parties and shall bear no responsibility for any errors or omissions arising from or related to any defects or deficiencies in such information.

11. ELECTRONIC FILES

11.1 Electronic files to be delivered under this Agreement, if any, contain information to be used for the production of contract documents for the Project and are provided solely as an accommodation to Client. The official Contract Documents of Record ("Contract Documents") are those documents produced by AECOM which bear seals and/or signatures. Unless otherwise expressly set forth in the Services, no electronic files delivered under this Agreement are Contract Documents.

11.2 The electronic files, if any, were created to supplement the official Contract Documents. Due to the possibility that files of this nature can be modified, either unintentionally or otherwise; or that the information contained in these files can be used in a manner for which they were not originally intended; or that electronic data may be corrupted by electronic transmission, AECOM makes no representation that the files, after delivery, will remain an accurate representation of the source data in AECOM's possession, or are suitable for any other purpose or use.

11.3 All indications of AECOM's and AECOM's subconsultants' involvement, including but not limited to seals and signatures, shall be removed from each electronic display and shall not be included in any prints produced therefrom.

11.4 Client understands and agrees that the right to use the electronic files, if such are provided under this Agreement, is specifically limited to the Project and the purpose defined by AECOM and is conditioned upon proper payment for such use.

11.5 If a third-party license is required to access or use electronic files, Client acknowledges its responsibility at its own expense to obtain all applicable hardware and software needed to legally access the electronic files. AECOM shall have no liability for third parties' use of or reliance on such files.

12. CERTIFICATION

12.1 For purposes of this Agreement, "certification" means to state or declare a professional opinion based on the standard of performance set forth in Section 5.1 above.

12.2 AECOM shall not be required to execute certificates that would (i) result in AECOM having to certify, guarantee or warrant the existence of conditions whose existence AECOM cannot reasonably ascertain under the existing Services; (ii) require knowledge, services or responsibilities beyond the Services; or (iii) may, in AECOM's reasonable judgment, require AECOM to make a certification that would not normally be covered by AECOM's professional or other liability insurance. In addition, Client agrees not to make resolution of any dispute with AECOM or payment of any amount due to AECOM in any way contingent upon AECOM executing such certificates.

12.3 A professional's certification in no way relieves other parties from meeting their respective requirements imposed by contract or other means, including commonly accepted industry standards and practices. If required as a part of its Services, AECOM will provide a written report stating whether, in AECOM's professional opinion and based on periodic site visits, the construction work complies generally with the Contract Documents.

13. CHANGED SITE CONDITIONS The discovery of hazardous materials, hazardous wastes, pollutants, contaminants or concealed obstructions or utilities that could not reasonably have been anticipated from information provided to and reasonably apparent to AECOM constitutes a changed site condition. To the extent that such changed site condition increases the health and safety risks associated with the Services or requires AECOM to perform services different or in excess compared to those set forth in the Services, AECOM may, at its sole discretion, elect to suspend and/or terminate the related Services and shall be paid for the related Services up through the date of such termination. To the extent that the changed site conditions impact the cost, level of effort or schedule of the Services, equitable adjustments shall be made to the Services, schedule and fee under this Agreement.

14. MATERIALS AND SAMPLES Any items, substances, materials or samples removed from the Project Site for testing, analysis, or other evaluation will be returned to the Project Site unless otherwise agreed to by

the Parties in writing. Client recognizes and agrees that AECOM is acting as a bailee and at no time assumes title to said items, substances, materials or samples.

15. COMPLIANCE The Parties shall comply with applicable treaties, compacts, statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and other requirements of governmental or judicial entities that have jurisdiction over the Services ("Law").

16. FORCE MAJEURE Neither Party shall be responsible for a delay or disruption in, or inability to provide its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by events or contingencies, existing or future, beyond the reasonable control of the claiming Party, including "acts of God," abnormal weather conditions or other natural catastrophes, war (whether declared or not), terrorism, sabotage, computer viruses, civil unrest, strikes, lockouts or other industrial disturbances, pandemics, epidemics, health emergencies, virus (e.g., SARS Cov-2), disease (e.g. COVID-19), plague, changes in law or regulations, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other Force Majeure Events), or any other events or circumstances not within the reasonable control of the party affected, whether or not of a similar kind or nature to any of the foregoing (a "Force Majeure Event"). The Party seeking application of this provision shall notify the other Party in writing promptly upon learning of the impact of the Force Majeure Event upon the notifying Party's performance of its obligations under this Agreement. Upon the occurrence of a Force Majeure Event, AECOM shall be entitled to an equitable adjustment to the project schedule and compensation sufficient to compensate AECOM for any increase in the time or costs necessary to perform the Services under this Agreement.

17. INSURANCE

17.1 AECOM will maintain the following insurance coverages and amounts:

- 17.1.1 Workers Compensation insurance as required by Law;
- 17.1.2 Employer's Liability insurance with coverage of \$1,000,000 each accident/employee.
- 17.1.3 Commercial General Liability insurance with coverage of \$2,000,000 per occurrence/aggregate;
- 17.1.4 Automobile Liability insurance with coverage of \$1,000,000 combined single limit; and
- 17.1.5 Professional Liability insurance with coverage of \$2,000,000 per claim/aggregate.

18. INDEMNITY

18.1 AECOM agrees, to the extent permitted by law, to indemnify, defend and hold harmless Client, its elected and appointed officials, officers, directors and employees ("Client Indemnities"), against any and all claims, suits, causes of action, damages, losses, costs, expenses and liabilities (including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings or claims), including reasonable attorneys' fees and costs of defense, suffered or incurred by Client or any of the Client Indemnities to the extent arising from any negligent act, omission, or fault of AECOM or of anyone acting under its direction or control or on its behalf.

18.2 If Services include AECOM's performance during the construction phase of the Project, Client shall require Client's Contractors working on the Project Site to include AECOM, its directors, officers and employees in any indemnity and in any insurance benefits that Client requires such Contractors to provide to Client.

19. CONSEQUENTIAL DAMAGES WAIVER NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY, ITS PARENTS, AFFILIATES AND SUBSIDIARIES OR THEIR RESPECTIVE DIRECTORS OFFICERS OR EMPLOYEES BE LIABLE TO THE OTHER FOR ANY

INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND AECOM HEREBY RELEASES CLIENT AND CLIENT HEREBY RELEASES AECOM FROM ANY SUCH LIABILITY.

20. RISK ALLOCATION AND RESTRICTION OF REMEDIES THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED ELSEWHERE IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST AECOM, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("AECOM COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE AECOM COVERED PARTIES SHALL NOT EXCEED \$250,000 OR THE ACTUAL PAID COMPENSATION FOR THE SERVICES, WHICHEVER IS GREATER. TO THE FULLEST EXTENT PERMITTED BY LAW, AECOM AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST CLIENT, AND ITS ELECTED AND APPOINTED OFFICIALS, OFFICERS, DIRECTORS AND EMPLOYEES ("CLIENT COVERED PARTIES") SO THAT THE AGGREGATE LIABILITY OF THE CLIENT COVERED PARTIES SHALL NOT EXCEED \$250,000. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED.

21. DISPUTES RESOLUTION

21.1 Either Party may initiate a dispute resolution by providing written notice to the other Party setting forth the subject of the claim, dispute or controversy and the requested relief. The recipient of such notice shall respond within 5 business days with a written statement of its position and a recommended solution to the Claim.

21.2 If the Parties cannot resolve the dispute through negotiation, either Party may refer the claim, dispute or controversy to a panel ("Panel") consisting of a designated senior representative from each Party ("Representative"), who shall have the authority to resolve it. The Representatives shall not have been directly involved in the Services and shall negotiate in good faith. No written or verbal representation made by either Party in the course of any Panel proceeding or other settlement negotiations shall be deemed to be a Party's admission. If the representatives are unable to resolve the dispute within 15 business days, either Party may pursue its respective legal and equitable remedies.

22. GOVERNING LAW All contract issues and matters of law will be adjudicated in accordance with the laws of the state where the Project is located, excluding any provisions or principles thereof which would require the application of the laws of a different jurisdiction.

23. TERMINATION

23.1 This Agreement may be terminated for convenience by the City upon 30 days advance written notice. On termination, AECOM will be paid for all Services performed up through the termination date.

23.2 This Agreement may be terminated for cause by either Party if the other Party materially fails to perform its obligations under this Agreement, does not commence correction of such non-performance within 10 business days of receipt of written notice and/or fails to diligently complete such correction thereafter. The respective rights and obligations of the Parties predating such termination shall survive termination of this Agreement.

24. ASSIGNMENT

24.1 Except as permitted by Section 24.2, neither Party may assign this Agreement without the written consent of the other Party, which unconsented-to assignment shall be void ab initio.

24.2 The Parties recognize that AECOM has affiliated companies who have specialized expertise, necessary certifications/registrations or other capabilities that may make use of such affiliates more suitable for the performance of all or part of the Services. AECOM shall be entitled, without additional consent, to assign this Agreement or performance of the Services, in whole or in part, to any of AECOM's subsidiaries or affiliates upon written notice to Client.

24.3 AECOM acknowledges that one of the primary reasons for its selection by Client to perform the services set forth in **EXHIBIT A** is the qualifications and experience of AECOM. AECOM agrees that the services to be performed pursuant to this Agreement shall be performed by AECOM (or its affiliates, as allowed by Section 24.2). AECOM shall not subcontract any part of the services without the prior written permission of the Client, which may be provided by the Client's Authorized Representative.

25. **PARTIES IN INTEREST** Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the Parties any right or remedy under or by reason of this Agreement. The provisions of this Agreement shall bind and inure solely to the benefit of the Parties and their respective successors and permitted assigns.

26. **WAIVER** Either Party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving Party. No waiver by any Party of a breach of any provision of this Agreement shall be construed to be a waiver of any subsequent or different breach.

27. **SEVERABILITY AND SURVIVAL** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provisions were omitted. Articles 4 (Notice), 5 (AECOM's Responsibilities), 6.2 (Reliance on Data), 8 (Confidentiality), 9 (Data Rights), 10 (Record Drawings), 11 (Electronic Records), 12 (Certification), 14 (Materials and Samples), 17 (Insurance), 18 (Indemnity), 19 (Consequential Damages Waiver), 20 (Risk Allocation), 21 (Disputes Resolution), 22 (Governing Law), 24 (Assignment), 25 (Parties in Interest) and 27 (Severability and Survival) shall survive termination of this Agreement. To the extent any provision of this Agreement violates any law, or is otherwise invalid or unenforceable, said provision shall be revised to the limited extent necessary to make that provision legal and enforceable and, to the fullest extent permitted by law, consistent with Parties' original intent.

28. **PREPARATION OF AGREEMENT** Each Party has had the opportunity to avail itself of legal advice and counsel. Neither Party shall be deemed to be the drafter or author of this Agreement. In the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement, or any portion hereof, against either Party as the drafter of this Agreement.

29. **SIGNATURES** Each person executing this Agreement warrants that he/she has the necessary authority to do so on behalf of the respective Party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

30. ORDER OF PRECEDENCE

Executed Change Orders
Design Engineering Services Agreement Article 31 "Special Terms and Conditions"
Design Engineering Services Agreement Articles 1 through 30 and 32
EXHIBIT B Compensation and Payment
EXHIBIT A Services
Other contract documents

31. SPECIAL TERMS AND CONDITIONS

31.1 Appropriation of Funds. If funds for the continued fulfillment of this Agreement by the Client 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 City shall have the right to terminate this Agreement without penalty.

31.2 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. AECOM 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. AECOM shall indemnify and hold the City harmless from liability under the Wisconsin Public Records Law to the extent arising from AECOM's breach of this Section. Except as otherwise authorized, records shall be maintained for a period of 7 years after receipt of final payment under the Agreement. In the event litigation arises from the performance of this Agreement, records shall be maintained for the greater of: (1) 7 years after receipt of final payment under the Agreement and (2) final disposition of the litigation, including any appeals.

31.3 Non-Discrimination and Equal Opportunity. In connection with the performance of work under this Agreement, AECOM 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. AECOM further agrees to take affirmative action to ensure equal employment opportunities.


31.4 Compliance with Laws. In performing the services under this Agreement, AECOM shall comply with any and all applicable federal, state, and local statutes, ordinances, plans, and regulations. AECOM shall have any and all licenses and permits required to perform the work specified, and shall furnish proof of such licensing authorization and permits upon request.

31.5 Non-Collusion. AECOM certifies that to the best of its knowledge and belief: (a) the price that it has proposed to provide the services to Client was 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 competitor; and (b) no attempt was made to induce any other person, partnership, or corporation to submit or not submit a proposal to the Client for these services for the purpose of restricting competition.

32. **ENTIRE AGREEMENT** This Agreement contains all of the promises, representations and understandings of the Parties and supersedes any previous understandings, commitments, proposals or agreements, whether oral or written. This Agreement shall not be altered, changed, or amended except as set forth in a written amendment to this Agreement, duly executed by both Parties. The attached **EXHIBIT C** ("Change Order"), incorporated herein by reference, is the preferred form for such use.

AECOM Technical Services, Inc.

CLIENT: CITY OF SHEBOYGAN



Signature

Signature

Thomas J. Holtan, P.E.

Printed Name

Printed Name

Associate Vice President

Printed Title
February 11, 2021

Printed Title

Date

Date

Address
2985 South Ridge Road, Suite B
Green Bay, WI 54304

Address

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**EXHIBIT A
SERVICES**

Services: .

Refer to EXHIBIT A-1: Construction Related Services for Sheboygan WWTP
Influent Pump Station Building Heating and Ventilation (HV) Upgrade

Schedule:

CRS-1	Sealed Finalized Plans, Specifications & Calculations : within 4 weeks after signed contract
CRS-2....	Bidding & Preconstruction Services: schedule by City anticipated March-April 2021
CRS-3....	RFI & Shop Drawing Review: 2 weeks after Contractor submittals estimated April- May 2021
CRS-4	Engineer Site Visits During Construction: per Contractor Schedule est. April -Dec 2021
CRS-5	Record Drawings: 4 weeks after receipt of Contractor records to be completed in 2021

Deliverables: .

CRS-1.....	Sealed Plans, Specifications & Calculations
CRS-2.....	Pre-Bid and Pre-Con Meeting Minutes
CRS-3.....	RFI Responses and Shop Drawing Reviews
CRS-4.....	Punch List from Final Inspection
CRS-5.....	Record Drawings based on Contractor records

AECOM Project Manager

Name	Bryan Lewis
Title	Project Manager
Address	2985 South Ridge Road, Suite B, Green Bay, WI 54304
Phone Number	920.918.8820
Email Address	Bryan.lewis@aecom.com

Client Project Manager

Name	Steve Jossart
Title	WWTP Superintendent
Address	3333 Lakeshore Drive Sheboygan, WI 54304
Phone Number	920-459-0220
Email Address	Steve.Jossart@sheboyganwi.gov

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**EXHIBIT A-1
SCOPE OF SERVICES**

**CONSTRUCTION RELATED SERVICES
CITY OF SHEBOYGAN WASTEWATER TREATMENT FACILITIES**

INFLUENT PUMP STATION BUILDING HEATING AND VENTILATION IMPROVEMENTS

**PART I
AECOM RESPONSIBILITIES**

A. BACKGROUND

The project consists of construction-related services described herein provided by AECOM for the City of Sheboygan (CLIENT also referred to as "the City").

Heating and ventilation system upgrades were designed for the Sheboygan WWTF Influent Pump Station Building by AECOM in 2019 (AECOM Project No. 60595801). The City intends to finalize the bid documents and construct improvements accordingly in 2021 as follows:

- Project as shown on plans and technical specifications prepared by AECOM January 2021 (project no 60554811) with minor changes to be incorporated based on City review of needs.
- Bidding and construction of improvements planned for 2021
- Project to be substantially completed in 2021.

AECOM proposes construction related services by Project Team as follows:

Bryan Lewis	P.E., Project Manager
Amy Kistner	Administrative Assistant
Jim Blaha	HVAC System Designer (WI) / Mechanical Engineer
David Atkins	P.E. Structural Engineer

B. CONSTRUCTION PROJECT DESCRIPTION SUMMARY

The project is generally described as follows:

1. Remove existing 18,100 cfm capacity hot water heated Makeup Air Unit located inside influent pump building as well as existing roof intake hood and all existing ductwork
2. Remove hot water unit heater and piping.
3. Furnish and install two (2) new roof mounted new natural gas fired make-up air supply units:

MAU-1	5,400 CFM to Influent Pump Station Building Grit Room
MAU-2	12,700 CFM to Influent Pump Station Wet Well

4. Existing grit room and wetwell exhaust fans located on roof remain in service

RE-1	5,100 CFM Grit Room Exhaust Fan
RE-2	13,000 CFM Wet Well Exhaust Fan

5. Provide new 304 SS supply ductwork to grit room.
6. Provide new 304 SS supply and exhaust ductwork for wet well.
7. Provide new HV remote control panels for positive pressurization of grit room and slightly negative pressurization of wet well
8. Provide staircase for access to influent pump station building roof as shown on plans.

C. DETAILED SCOPE OF SERVICES

Project Management:

- Manage AECOM services during duration of project in anticipated construction schedule.
- Submit AECOM deliverables to the City's PM and respond to questions from City PM.
- Provide clarifications and interpretation of the plans and specifications during project

Key Activities:

- CRS-1 Finalize Plans and Specifications for State Plan Review and Bidding
- CRS-2 Engineering Bidding & Preconstruction Services
- CRS-3 Construction RFI & Shop Drawing Review
- CRS-4 Site Visits and Substantial Completion Inspection
- CRS-5 Prepare Record Drawings

Deliverables of AECOM:

- Electronic Files of Technical Plans and Specifications for Bidding
- Pre-Bid Meeting Agenda and Minutes
- RFI (Request for Information) Log and Responses
- Submittal Responses (Shop Drawings) with Consolidated Comments
- Certificate of Substantial Completion
- Record Drawings

1.0 FINALIZE PLANS AND SPECIFICATIONS FOR STATE PLAN REVIEW & BIDDING (CRS-1)

- 1.1. Prepare project specific Summary of Work and General Condition Specifications to accompany the City's commercial front ends.
- 1.2. Incorporate City review comments on plans (AutoCAD) and specs to finalize plans for bidding.
- 1.3. Submit final sealed plans and specifications and calculations to Wisconsin DSPS (Form SBD-118) for State plan review and approval.
- 1.4. Submit final plans and specifications in electronic PDF format for City use in bidding.

2.0 ENGINEERING BIDDING & PRECONSTRUCTION SERVICES (CRS-2)

2.1 Prebid Conference

- 2.1.1 Prepare Pre-bid meeting agenda.
- 2.1.2 Conduct Pre-bid meeting for bidders along with representatives of City.
- 2.1.3. Prepare minutes of meeting for City to distribute to bidders.

2.2 Prepare technical responses for City to respond to bidder questions.

2.3 Review bids and make recommendation of Award to City.

2.4 Preconstruction Conference

- 2.4.1 Prepare Pre-Construction kickoff meeting agenda.
- 2.4.2 Conduct Pre-Construction kickoff meeting for contractor along with City.
- 2.4.3. Prepare minutes of meeting for City to distribute to contractors.

3.0 CONSTRUCTION RFI & SHOP DRAWING REVIEWS (CRS-3)

3.1 Submittal and RFI Process Administration

- 3.1.1 Establish shop drawing submittal log subdivided by specification section of shop drawing and O&M submittal requirements required by the technical specifications.
- 3.1.2 Prepare a shop drawing transmittal form for the Contractor's use.
- 3.1.3 Log and route each shop drawing and RFI as submitted.
- 3.1.4 Review designer's technical review comments on each submittal and response to RFI
- 3.1.5 Prepare reviewed submittals for distribution to Contractor and the City.

3.2 Perform Designer Technical Reviews. AECOM HVAC Designer Jim Blaha and Structural Engineer David Atkins will review shop drawings and provide the following services:

- 3.2.1 Receive transmittal from CONTRACTOR and review for conformance with the intent of the contract documents.
 - 3.2.1.1 Eight (8) HV Shop Drawings
 - 3.2.1.2 Two (2) Structural Shop Drawings
- 3.2.2 Document exceptions and deficiencies determined during the review process on transmittal routing form and documents:
- 3.2.3 Identify action required and route transmittal to the City with documentation of response ("No Exceptions Taken"; "Make Corrections Noted"; "Rejected, See Remarks"; "Amend and Resubmit").

3.3 Provide designer input to Contractor Requests for Information (RFI)

- 3.3.1 Answer design interpretation and clarification requests from the City or Contractor Responses will be documented by either e-mail or memo to the City Project Manager. Provide technical input into change orders and field modifications as requested by City.

4.0 ENGINEER CONSTRUCTION REVIEW / START-UP AND OPERATIONS SERVICES (CRS-4)

4.1 AECOM to conduct three (3) site visits by HVAC Designer, Jim Blaha, at appropriate stages of construction including at substantial completion to review the quality of the work and to determine, in general, whether the work conforms to the contract documents. Anticipate 2-4 hours for each visit. The following are proposed as basis of proposal:

- 4.1.1 Conduct site visit after setting of make-up air unit(s) equipment
- 4.1.2 Observe testing and balancing of system. Review testing and balancing report submitted by CONTRACTOR and confirm with observations from site visit
- 4.1.3 Conduct inspection for determination of substantial completion of project.
 - Prepare punch list for City and Contractor use at inspection for substantial completion determination.

4.2. Engineer site visits will be conducted in accordance with Site Safety Plan for project. For purposes of this task AECOM includes 12 hours of services by Jim Blaha.

5.0 RECORD DRAWINGS (CRS-5)

5.1 Receive "as-built" markup drawings prepared by Contractor. The as-built markup drawings submitted to AECOM shall be in accordance with the Contract Documents.

- 5.2 Prepare record drawings based on Contractor's as-built markup drawings. Field verification is not included.
- 5.3 Provide two (2) sets of 11x17 draft prints of record drawings to the City for review. Incorporate the City's comments into record drawings.
- 5.4 Provide the City with one set of 11 x 17 paper prints and one set of 22 X 34 paper prints of final record drawings.
- 5.5 Provide the City with electronic copy of final record drawings in PDF format on DVD disc.
- 6.0 EXCLUSIONS**
- 6.1 Preparation of change orders or changes to design plans and specifications as may be requested or desired during the course of construction or project.
- 6.2 Contractor pay application review which is anticipated to be by the City.
- 6.3 Training or post-startup services beyond the scope of Task 4.0.

3. REIMBURSEABLE EXPENSES Reimbursable expenses are expenditures made by AECOM for goods, travel expenses and vendor services in support of the performance of the Services. Such expenditures will be billed at the actual cost to AECOM plus ten percent (10%) to cover related administrative costs.

4. CHANGE ORDERS The Parties may at any time and by written agreement make changes in the Services, Project Schedule, Deliverables, Compensation or other terms and conditions in this Agreement. The Parties shall effect such change through the use of a written Change Order. **EXHIBIT C** is the preferred form for such use.

5. INVOICING AECOM will invoice Client on a monthly basis unless otherwise set forth herein. Invoices shall be sent to:

Steve Jossart
Superintendent
Sheboygan Regional Wastewater Treatment Facility
3333 Lakeshore Drive
Sheboygan, WI 53081

6 PAYMENT

6.1 If payment is based on Time and Materials with a NTE, once AECOM reaches the NTE, AECOM will stop further Services pending a Change Order to adjust the budget and schedule for the continued performance of the Services.

6.2 Timely payment is a material term of this Agreement. Client shall pay all undisputed portions of AECOM's invoices within 60 days of receipt without holdback or retention. Client shall promptly notify AECOM of any disputed items. Such notice must be accompanied by a detailed description of any disputed items and include supporting documentation as well as references to the provision(s) of this Agreement which permit a holdback or retention. If such notice is not provided, Client waives its rights to dispute the invoice. Undisputed amounts remaining unpaid 60 days after the invoice date shall bear interest at the rate of 1.5% per month on the unpaid balance and AECOM may suspend the Services pending receipt of such payment. In addition, AECOM retains its unrestricted rights under Article 23 (Termination) of the Agreement.

6.3 If the Project is suspended by Client for more than 30 days, AECOM shall be paid for all Services performed prior to the effective date of suspension within 30 days of such suspension. Upon resumption of the Project, AECOM shall be entitled to an equitable adjustment in cost and schedule to compensate AECOM for expenses incurred as a result of the interruption and resumption of the Services.

6.4 To the extent that completion of the Services is delayed beyond the original scheduled completion date and such delay is not the fault of AECOM, an equitable adjustment shall be made to AECOM's Compensation and Project Schedule.

6.5 Except as otherwise specifically provided herein, Client shall pay or reimburse AECOM, as appropriate, for all categories of taxes other than income tax, including without limitation, sales, consumer, use, value added, gross receipts, privilege, and local license taxes related to the Services.

6.6 Client shall make payments to AECOM using one of the following methods:

6.6.1 AECOM LOCKBOX:

AECOM Technical Services, Inc.
1178 Paysphere Circle
Chicago, IL 60674

6.6.2 ELECTRONIC FUNDS TRANSFER/ACH PAYMENT:

Account Name: AECOM Technical Services, Inc.

Bank Name: Bank of America
Address1: Building D
Address2: 2000 Clayton Road
City/State/Zip: Concord, CA 94520-2425
Account Number: 5800937020
ABA Routing Number: 071000039

6.6.3 WIRE TRANSFER:

Account Name: AECOM Technical Services, Inc.
Bank Name: Bank of America
Address: 100 West 33rd St
City/State/Zip: New York, NY 10001
Account Number: 5800937020
ABA Routing Number: 026009593
SWIFT Code: BOFAUS3N

6.6.4 Questions related to payment can be sent to:

AECOM Cash Applications Supervisor by phone at (804) 515-8490 or by email at cashappsremittance@aecom.com

(End of page)

AECOM Project Name: _____
AECOM Project No.: _____
Change Order No.: _____

EXHIBIT C

SAMPLE CHANGE ORDER FORM

In accordance with the Design Engineering Services Agreement dated ___ 20__ between _____ ("Client"), and _____, a _____ corporation, ("AECOM"), this Change Order, with an effective date of _____, 20____ modifies that Agreement _____ as follows:

1. Changes to the Services:

2. Change to Deliverables:

--

3. Change in Project Schedule (attach schedule if appropriate):

--

4. Change in CONSULTANT's Compensation:

The Services set forth in this Change Order will be compensated on the following basis:

- No change to Compensation
- Time & Material (See EXHIBIT B for the Hourly Labor Rate Schedule)
- Time and Materials with a Not-to-Exceed amount of \$_____. The Hourly Labor Rate Schedule is set forth in EXHIBIT B (if applicable). Reimbursable expenses are included in the overall Not to Exceed cap.
- Lump Sum \$ _____

Milestone/Deliverable & Date	Payment Amount
	\$

- Cost Plus Fixed Fee:** Cost \$ _____ and Fee \$ _____

Therefore, the total authorized Compensation, inclusive of this Change Order is \$ _____.

5. Project Impact:

--

6. **Other Changes** (including terms and conditions):

- 7. All other terms and conditions of the Agreement remain unchanged.
- 8. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.

AECOM Technical Services, Inc.

CLIENT:

Signature

Signature

Printed Name

Printed Name

Printed Title

Printed Title

Date

Date

Address

Address

[End of Agreement]

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: An ordinance creating a 15 Minute Parking zone on the north side of Niagara Avenue between N. 14th street and N. Commerce Street.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: February 18, 2021

MEETING DATE: February 23, 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: In the summer of 2020 Niagara Avenue was reconstructed in front of the Lakeland Technical College located at 1320 Niagara Avenue. As part of the road design, a pedestrian drop-off bay was constructed on Niagara Avenue at the front door of LTC. Vehicles are using this pedestrian drop off bay as long-term parking not short-term parking, creating an issue. LTC is requesting that a 15-minute parking zone be implemented at this pedestrian parking bay to eliminate the long-term parking issue.

COMMENTS: As stated above this proposed 15-minute parking zone was requested by LTC to eliminate the long-term parking issue for the pedestrian drop off zone at the front entrance of their facility.

ACTION REQUESTED: Motion to the Common Council adopt Gen. Ord. No. 36-20-21 creating a 15 Minute Parking zone on the north side of Niagara Avenue between N. 14th street and N. Commerce Street.

ATTACHMENTS:

- I. G.O. No. 36-20-21
- II. Location Map



6.5

Gen. Ord. No. 36 - 20 - 21. By Alderpersons Dekker and Sorenson.
February 15, 2021.

AN ORDINANCE creating a 15 Minute Parking zone on the north side of Niagara Avenue between N. 14th Street and N. Commerce Street.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," the north side of Niagara Avenue from 82 feet east of the east curb line of N. 14th Street to 143 feet east of the east curb line of N. 14th Street is hereby added to the list of locations where a 15 Minute Parking zone is permitted.

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

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.

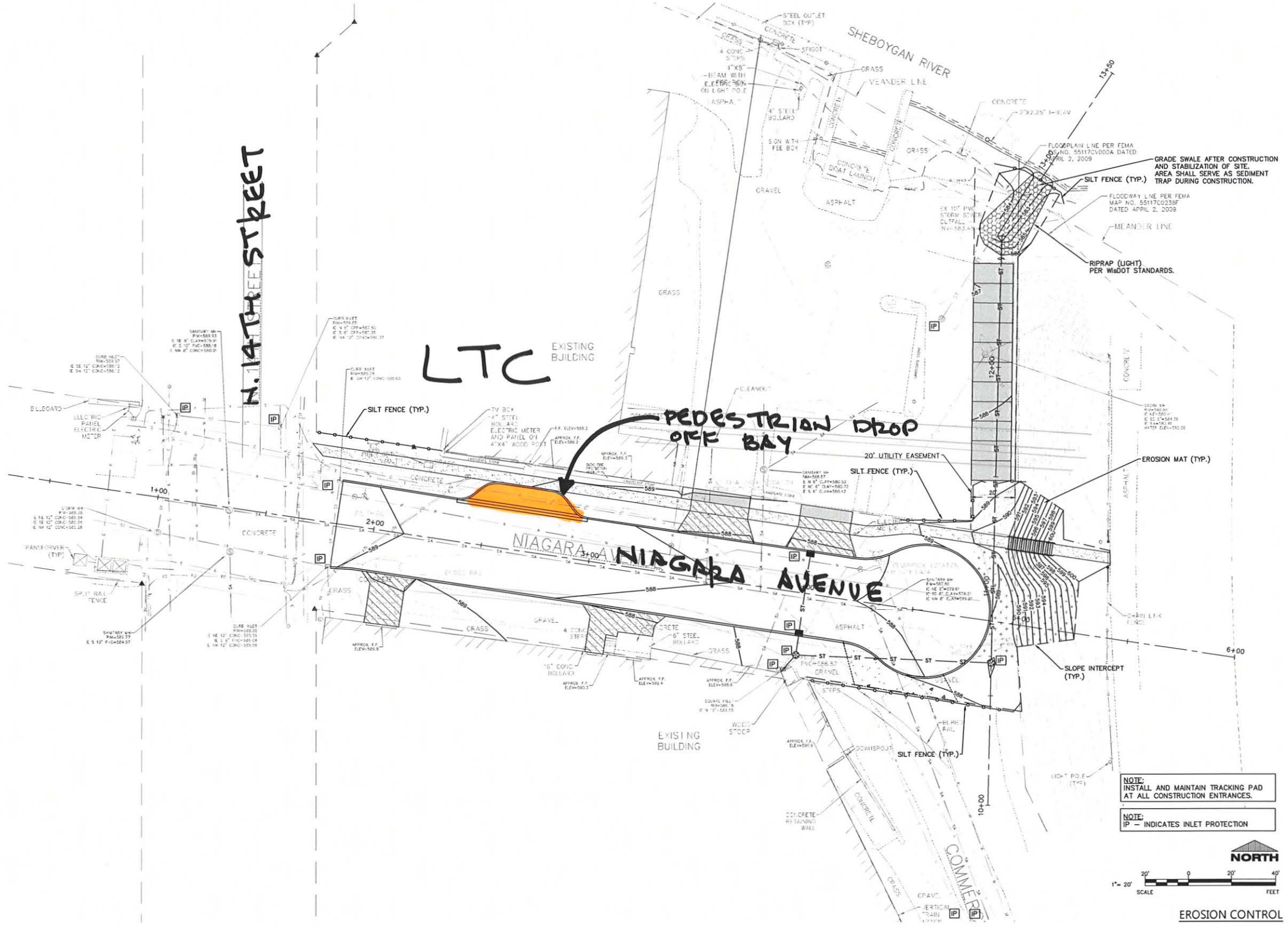
AW

Dean Dekker
Jim Sorenson

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



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 www.EXCELENGINEER.com



PROJECT INFORMATION

NIAGARA AVENUE
 N. 14TH STREET TO N. COMMERCE STREET
 SHEBOYGAN, WI 53081

PROFESSIONAL SEAL

SHEET DATES

ISSUE DATE	DEC. 2, 2019
REVISIONS	

JOB NUMBER
 1931160

SHEET NUMBER
8

NOTE:
 INSTALL AND MAINTAIN TRACKING PAD AT ALL CONSTRUCTION ENTRANCES.

NOTE:
 IP - INDICATES INLET PROTECTION

NORTH

1" = 20' SCALE

EROSION CONTROL

~~A~~

6-6-

Gen. Ord. No. 37 - 20 - 21. By Alderpersons Dekker and Sorenson.
February 15, 2021.

AN ORDINANCE placing stop signs at the northwest corner and southeast corner of N. 9th Street and Niagara 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. 9th Street to stop at the intersection of N. 9th Street and Niagara 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.

PW

Dean Dekker

Ben Sorenson

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

City of Sheboygan



2/16/2021, 7:58:55 AM

 TaxParcel

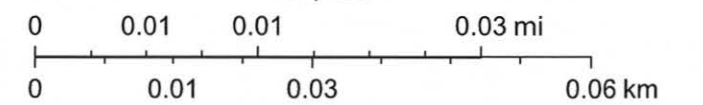
Sheboygan County 2019 Image

Red: Band_1

Green: Band_2

Blue: Band_3

1:1,128



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

Web AppBuilder for ArcGIS

FOR REPRESENTATION PURPOSES ONLY: This map is not a survey of the actual boundary of any property, area, or locations depicted. This document was not designed for, intended for, and is not suitable for legal, engineering, surveying, or related purposes.

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: An ordinance placing stop signs at the northwest corner and southeast corner of N. 9th Street and Niagara Avenue.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: February 18, 2021

MEETING DATE: February 23, 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 N. 9th Street and Niagara Avenue is currently a two way stop which requires eastbound and westbound traffic on Niagara Avenue to yield to the traffic traveling northbound and southbound on N. 9th Street. Trinity Early Childhood Center is located at the northwest corner of this intersection and in the last several years the student population has increased significantly. Due to the increased number of students there are now several daily student pedestrian trips to their school/church located at N. 9th Street and Wisconsin Avenue and also additional student pedestrian trips to the Mead Public Library. The Trinity Early Childhood Center has requested this intersection become a four way stop due to all the additional student pedestrian traffic traveling to and from the various school facilities.

STAFF COMMENTS: To improve the pedestrian safety of the N. 9th Street and Niagara Avenue intersection City staff supports this request.

ACTION REQUESTED: Motion to recommend the Common Council adopt G.O. No. 37-20-21 placing stop signs at the northwest corner and southeast corner of N. 9th Street and Niagara Avenue.

ATTACHMENTS:

- I. G.O. No. 37-20-21
- II. Location Map