



BOARD OF WATERWORKS COMMISSIONERS AGENDA

August 27, 2025 at 3:30 PM

Water Utility Admin Office, 72 Park Avenue, Sheboygan WI

Persons with disabilities who need accommodations to attend this meeting should contact the Sheboygan Water Utility, (920) 459-3805. Persons other than commission, committee, and board members who wish to participate remotely shall provide notice to the Utility at 920-459-3805 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

OPENING OF MEETING

1. Pledge of Allegiance

MINUTES

2. Approve minutes of July 21, 2025 Board meeting

REPORTS

- [3.](#) Financial reports and approval of vouchers
4. Superintendent's report including operations, construction-maintenance, and customer relations/fiscal

ITEMS FOR DISCUSSION AND POSSIBLE ACTION

5. Update on issues involved with easement acquisition for Sheboygan River crossing
- [6.](#) Review results of bid opening for Sheboygan River crossing project
7. Review proposal for ongoing cybersecurity service
- [8.](#) Review proposal for engineering construction services on filter 7/8/9 and roof reconstruction project
- [9.](#) Review results of lead service line (LSL) RFQ for LSL replacements

PERSONNEL

NEXT MEETING

10. Next meeting will take place on: September 15, 2025

ADJOURN

11. Motion to Adjourn

In compliance with Wisconsin's Open Meetings Law, this agenda was posted in the following locations more than 24 hours prior to the time of the meeting:

City Hall • Mead Public Library
Sheboygan County Administration Building • City's website



REPORT OF BILLING

JULY 2025

	<u>2025</u>	<u>2024</u>	Increase or (Decrease)
<u>Quarterly Metered*</u>			
(Dist II - between Union and Superior Ave.)			
Residential	259,889.07	227,408.38	32,480.69
Multi-Family	39,332.84	32,483.80	6,849.04
Commercial	87,811.19	77,020.48	10,790.71
Industrial	7,988.34	6,558.76	1,429.58
Public	19,177.87	24,023.44	(4,845.57)
Subtotal	414,199.31	367,494.86	46,704.45

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

Public Fire Protection	94,725.68	68,812.78	25,912.90
Monthly Metered	502,132.39	445,749.36	56,383.03
Sheboygan Net	1,011,057.38	882,057.00	129,000.38
Sheboygan Falls	67,729.00	70,912.20	(3,183.20)
Kohler	53,371.33	40,809.80	12,561.53
Total	1,132,157.71	993,779.00	138,378.71

Total accumulative billing for 2025 is \$7,115,979.44. An increase of \$930,641.44 from 2024 accounted for as follows:

	<u>2025-Total Year to Date</u>
Sheboygan	782,574.57
Sheboygan Falls	107,275.48
Kohler	40,791.39
	<u>930,641.44</u>

Total bills mailed July, 2025: 6,391

Residential	5,311	Wholesale	5
Multi-Family	113	Multi-Family	12
Commercial	769	Commercial	20
Industrial	35	Industrial	67
Public	56	Public	3
Quarterly	6,284	Monthly	107



RETURN ON RATE BASE

July 31, 2025

	JULY 2025	JULY 2024
<u>Add 2 YR Average</u>		
Utility Plant Balance	\$ 113,168,572	\$ 102,473,007
Materials and Supplies Inventory	\$ 331,979	\$ 243,742
<u>Less 2 YR Average</u>		
Reserve for Depreciation	\$ 29,566,071	\$ 27,553,314
Customer Adv for Const	\$ 11,250	\$ 1,755,973
Average Rate Base	\$ 83,923,230	\$ 73,407,462
Net Operating Income YTD	\$ 1,233,294	\$ 1,237,613
Net Operating Income As a Percent of Average Net Rate Base	<u>1.47%</u>	<u>1.69%</u>

Rate base is calculated using the two year average balance in the following accounts:

Utility Plant Balance - includes all capital assets less any contributed capital assets.

Materials and Supplies Inventory - includes all materials and supplies on hand and in inventory.

Reserve for Depreciation - includes depreciation on capital assets less any contributed capital assets.



CASH RESERVE

July 31, 2025

Ending balance on report for June 30, 2025	<u>10,428,255.24</u>
Plus: Receipts	536,292.98
Misc Receipts	4,113.59
Direct Pay Receipts	616,929.43
LSL Repayment	25,620.77
Money Market/CDARs Accrued Interest	10,665.50
Minus:	
Disbursements - vendors and payroll	(1,703,347.71)
Bank Service Fees & Credits	211.51
Health & Dental Claims/Adm Costs	(74,244.96)
NSF Checks & Customer Refunds	(2,009.34)
Invoice Cloud/Paymentech Deposit Fees	(11,401.75)
Reallocate Sewer/Garbage - payments	131.59
Reallocate Sewer/Garbage - monthly	1,526.79
Enter Missing AP Positive Pay Check	43.58
Enter AP Voids, Reissues, Adjustments in Transit	(27,116.21)
WRS for Rounding	(0.01)
Automated Credit Card Payments	(2,281.22)
Postage	(3,000.00)
Utility Water Payments	(3,645.88)
Ending Balance July 31, 2025	<u>\$ 9,796,743.90</u>

Note: The above amount includes:

Bond Reserve Fund	534,909.38
LSL Revolving Loan Fund	857,950.93
Money Market Investment	1,035,836.26
CDARS1	545,765.38
CDARS2	1,647,867.73
CDARS3	1,097,005.31
Total	<u>\$ 5,719,334.99</u>

General Unrestricted Operating Cash	4,077,408.91
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STATEMENT OF NET POSITION
JULY 31, 2025 AND 2024

<u>Assets and Other Debits Utility Plant</u>	<u>Year to Date 2025</u>	<u>Year to Date 2024</u>	<u>Liabilities and Other Credits</u>	<u>Year to Date 2025</u>	<u>Year to Date 2024</u>
			<u>Proprietary Capital</u>		
Utility Plant	128,252,857	125,556,514	Capital Paid by Municipal	1,640,701	1,640,701
Depreciation- Utility Plant	33,458,069	30,568,672	Unapprop. Earned Surplus	64,083,809	62,678,923
Net Utility Plant	<u>\$ 94,794,788</u>	<u>\$ 94,987,841</u>	Total Proprietary Capital	<u>\$ 65,724,510</u>	<u>\$ 64,319,624</u>
<u>Other Property and Investments</u>			Bonds, Loans & Advances	40,458,068	39,220,750
Appropriated Funds	857,951	820,482	Total Long Term Debt	<u>\$ 40,458,068</u>	<u>\$ 39,220,750</u>
Bond Redemption Fund	534,909	574,394			
Net Pension Asset ¹	-	-			
Deferred Outflow - Pension & OPEB ¹	2,388,326	2,648,031	<u>Current & Accrued Liabilities</u>		
Total Other Prop & Investment	<u>\$ 3,781,186</u>	<u>\$ 4,042,907</u>	Accounts Payable	(189)	(246)
			Accrued Liabilities	1,021,382	734,852
			Unearned Revenue	-	270,987
			Total Current & Accrued Liab.	<u>\$ 1,021,192</u>	<u>\$ 1,005,594</u>
<u>Current and Accrued Assets</u>					
Cash & Investments ³	8,404,634	6,275,793			
Accounts Receivable	2,109,905	1,510,600	<u>Deferred Credits</u>		
LSL Loan Receivable ²	676,196	607,598	Bond Premium	84,181	114,195
Grant Receivable - Restricted	108,071	-	Other Deferred Credits	-	-
Materials & Supplies Inventory	387,951	276,008			
Prepaid Expenses	36,908	40,647		<u>\$ 84,181</u>	<u>\$ 114,195</u>
Total Current & Accrued Assets	<u>\$ 11,723,664</u>	<u>\$ 8,710,646</u>			
			<u>Operating Reserves</u>		
Total Assets and Debits	<u>\$ 110,299,638</u>	<u>\$ 107,741,394</u>	Net Pension & OPEB Liability ¹	652,443	835,240
			Deferred Inflow - Pension & OPEB ¹	1,586,860	1,533,534
			Accrued Vac & Sick Leave	772,385	712,458
			Total Operating Reserve	<u>\$ 3,011,688</u>	<u>\$ 3,081,232</u>
			Total Liab & Other Credits	<u>\$ 110,299,638</u>	<u>\$ 107,741,394</u>

¹ See full audited Financial Statements for disclosures and details regarding pensions and OPEB.

² Receivable related to the SWU Lead Service Lateral loan program.

³ Sheboygan Water Utility received \$2.4M combination grant and loan from the DNR SDWLP to reimburse prior year LSL expense.



STATEMENT OF REVENUE, EXPENSES AND CHANGES IN NET POSITION
JULY 31, 2025 AND 2024

	2025		2024		Incr (Decr)	% Incr/Decr
	MONTH	YTD	MONTH	YTD	YTD	YTD
Sales Revenue ¹	\$ 1,141,955	\$ 6,812,037	\$ 1,008,567	\$ 5,920,689	\$ 891,348	15.05%
Other Water Revenue ²	\$ 8,483	\$ 38,819	\$ 3,624	\$ 25,709	\$ 13,110	50.99%
Total Operating Revenues	\$ 1,150,438	\$ 6,850,856	\$ 1,012,191	\$ 5,946,398	\$ 904,458	15.21%
Operating Expenses ³	372,787	2,688,476	396,089	2,628,137	60,339	2.30%
Maintenance Expenses ⁴	47,622	616,123	135,441	562,947	53,176	9.45%
Depreciation Expenses ⁵	228,230	1,615,483	125,182	893,619	721,864	80.78%
Taxes ⁵	105,622	697,481	95,874	624,083	73,397	11.76%
Total Operating Expenses	\$ 754,261	\$ 5,617,562	\$ 752,586	\$ 4,708,786	\$ 908,776	19.30%
Utility Operating Income	\$ 396,177	\$ 1,233,294	\$ 259,605	\$ 1,237,612	\$ (4,318)	-0.35%
Other Income & Expense						
Non-operating Grant Revenue ⁶	108,071	1,649,125	-	-	1,649,125	
Non-Operating Grant Expenses	(11,561)	(35,697)	-	-	(35,697)	
Bond Premium	1,637	16,317	2,739	19,175	(2,858)	
Interest Earned on Investments	10,666	77,305	13,937	102,005	(24,700)	
Contributions	-	-	22,500	22,500	(22,500)	
Other Expense	-	-	-	-	-	
Misc Amortization	-	-	-	-	-	
Bond Interest Expense	(76,031)	(566,613)	(60,568)	(391,970)	(174,643)	
Change in Net Position	\$ 428,958	\$ 2,373,732	\$ 238,213	\$ 989,322	\$ 1,384,410	

¹ The increase in Sales Revenue in 2025 is due to a phase I rate increase that went into effect on 4/1/2024 with phase II rates implemented 4/1/25.

² The increase in Other Water Revenue in 2025 is due to an increase in billing and collection revenues.

³ The increase in Operating Expense in 2025 is due to an increase in electricity costs for pumping, tank cleaning in the filter plant, upgrade of GIS / Centricity system, an increase in legal and consulting fees, liability and cyber insurance, worker's comp insurance, and medical insurance and fees.

⁴ The increase in Maintenance Expense in 2025 is due to office painting and lighting replacement, an increased number of water main breaks earlier this year as well as water main maintenance, an increase in treatment structures and equipment maintenance, an increase in meters maintenance and hydrant maintenance, and additional landscaping of utility grounds.

⁵ The increase in Depreciation Expense and Taxes is due to the addition of the Raw Water Improvement Project to capital assets.

⁶ Sheboygan Water Utility received \$2.4M combination grant and loan from the DNR SDWLP to reimburse prior year LSL expense.



APPROVAL OF VOUCHERS
July 31, 2025

<u>Total Of The General Vouchers</u>	<u>\$ 1,464,527.19</u>
<u>Gross Payroll</u>	<u>\$ 219,647.12</u>
<u>Net Payroll</u>	<u>\$ 135,510.95</u>

BOARD OF WATER COMMISSIONERS

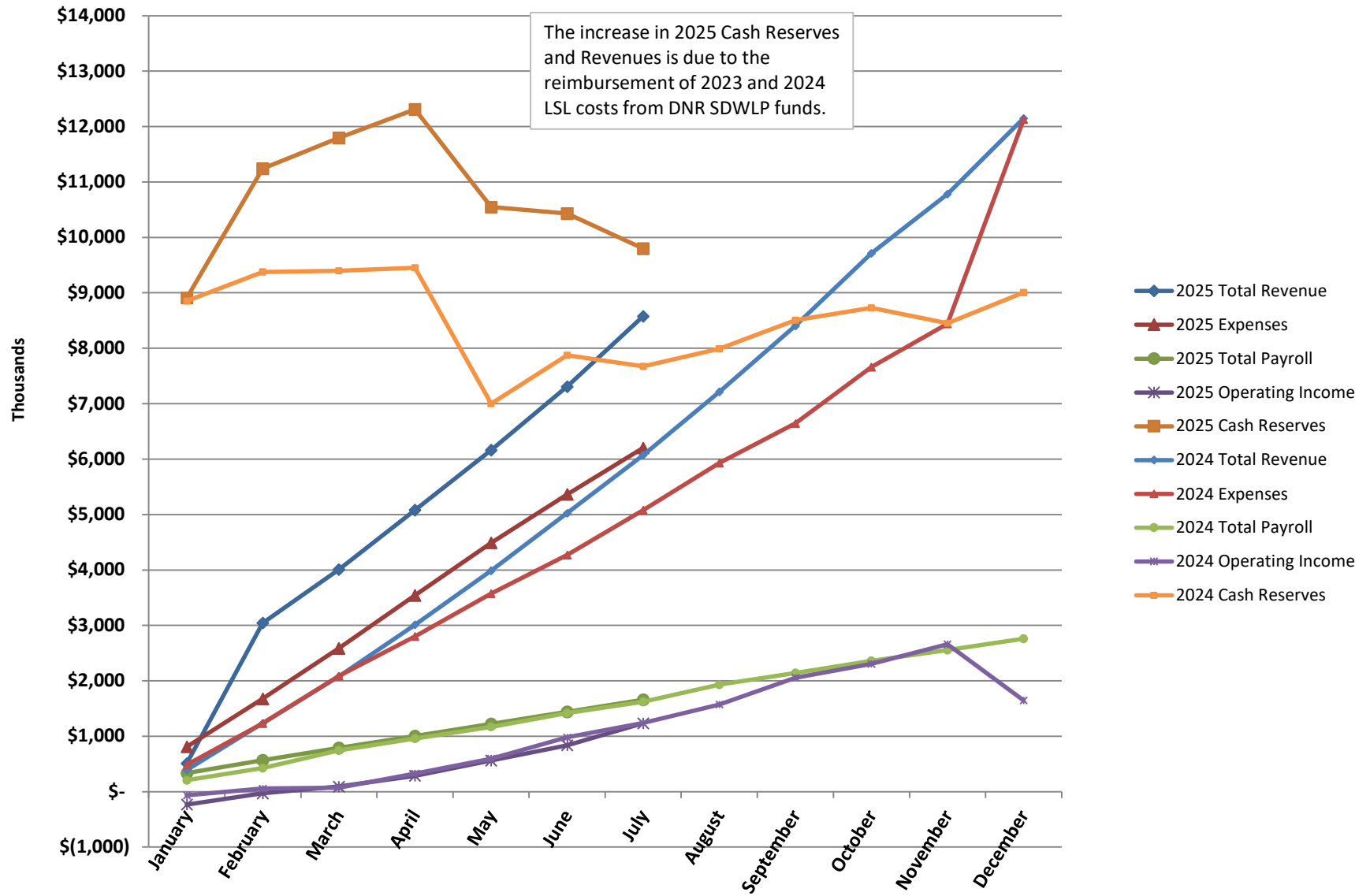
 PRESIDENT

 SECRETARY

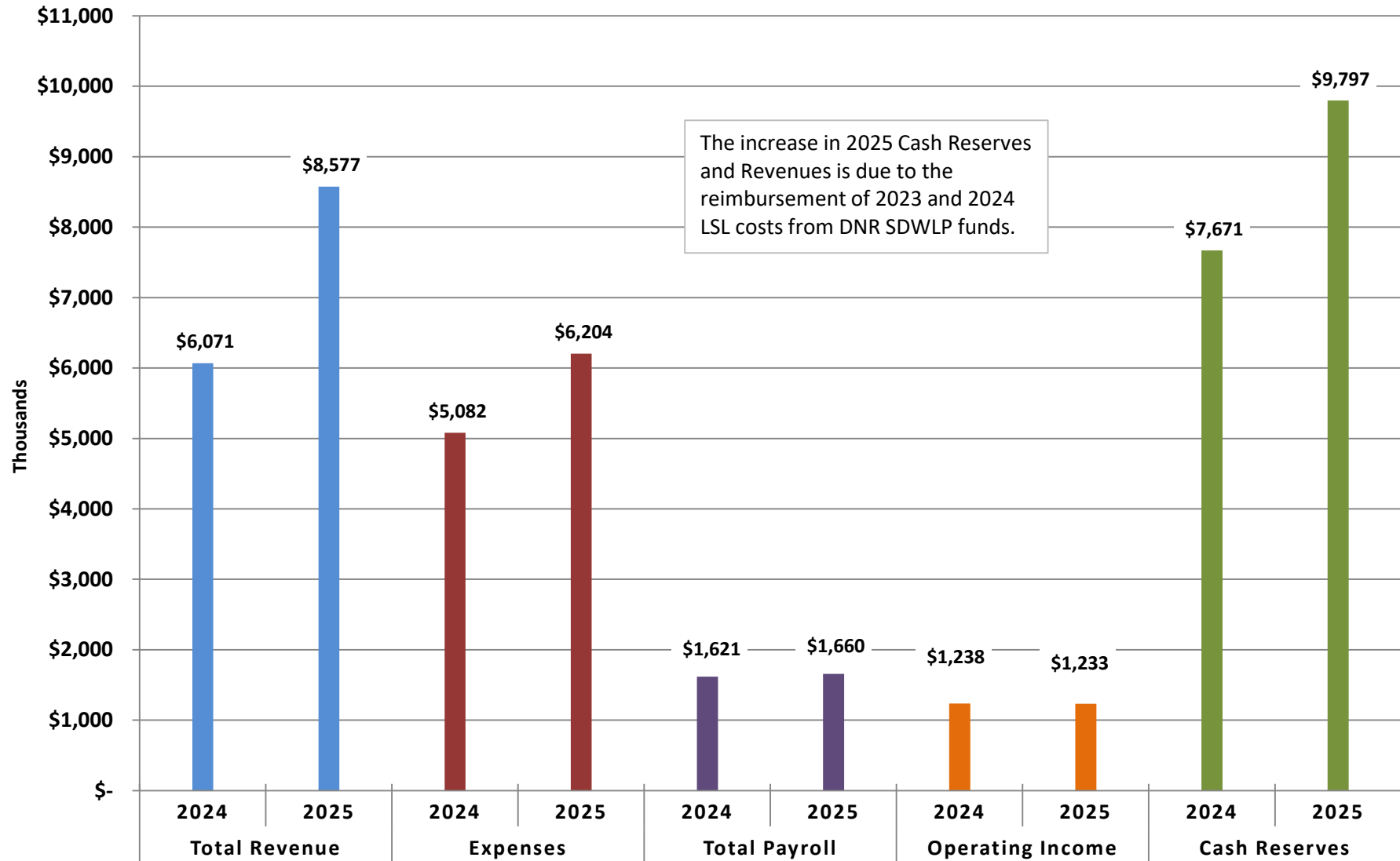
 MEMBER

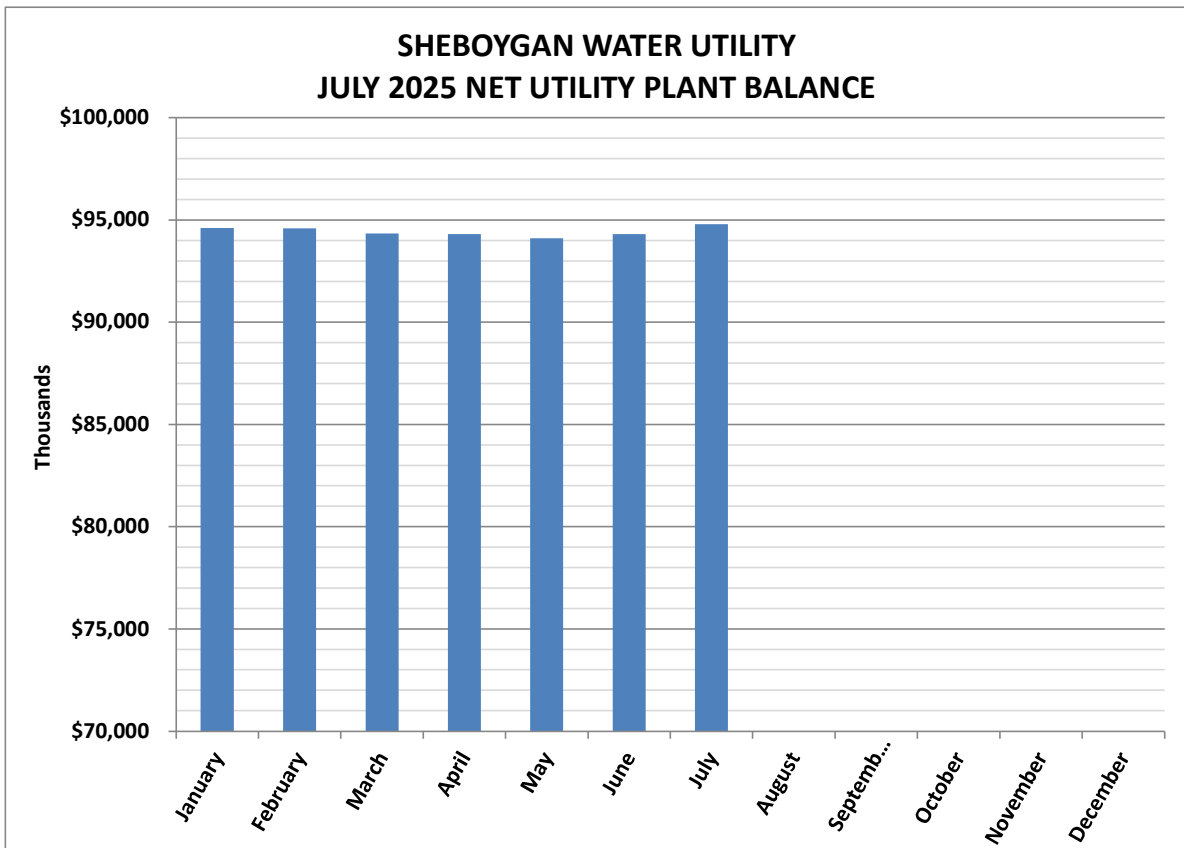
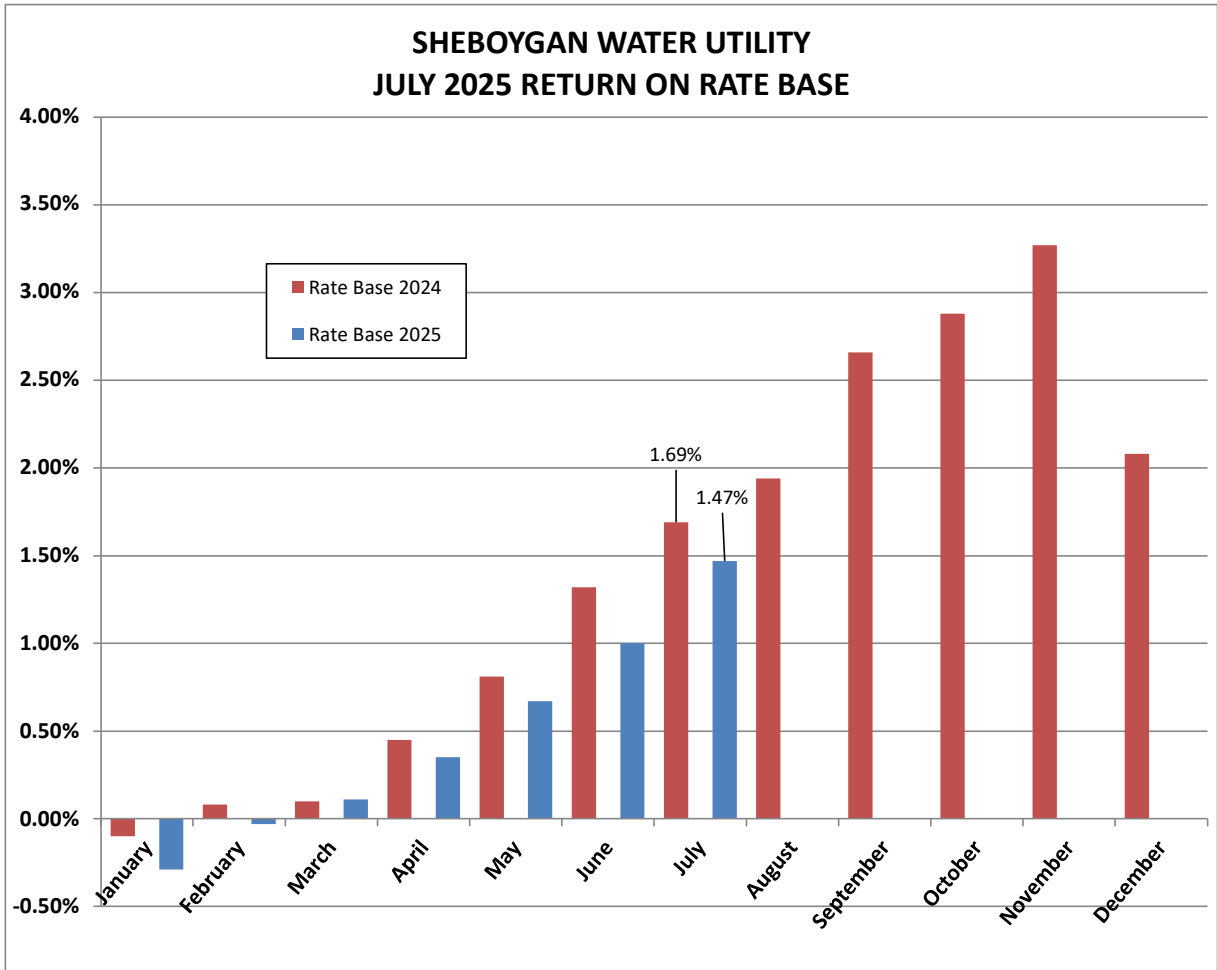
 SUPERINTENDENT

SHEBOYGAN WATER UTILITY JULY 2025 MONTHLY FINANCIAL TREND



SHEBOYGAN WATER UTILITY JULY 2025 YTD FINANCIAL POSITION







BOARD OF WATER COMMISSIONERS

Sheboygan River Water Main Crossing

Water Main Installation Project - River Crossing

From Commerce Street to Wisconsin Ave

SHEBOYGAN WATER UTILITY PROJECT #21044-1

			Vinton		Advance Construction Inc.	
Item	Bid Item Description	Qty.	Unit Price	Amount	Unit Price	Amount
1	Removing Concrete Pavement (SY)	40	\$25.00	\$1,000.00	\$20.00	\$800.00
2	Removing Curb & Gutter (LF)	40	\$15.00	\$600.00	\$24.00	\$960.00
3	Removing Asphaltic Surface (SY)	420	\$8.80	\$3,696.00	\$8.00	\$3,360.00
4	Base Aggregate Dense 1 1/4-Inch (TON)	290	\$26.00	\$7,540.00	\$19.00	\$5,510.00
5	Concrete Pavement 8-Inch (SY)	230	\$95.00	\$21,850.00	\$100.00	\$23,000.00
6	Drilled Tie Bars (EA)	62	\$15.00	\$930.00	\$12.00	\$744.00
7	Tack Coat (GAL)	20	\$3.03	\$60.60	\$3.00	\$60.00
8	HMA Cold Weather Paving (TON)	50	\$40.20	\$2,010.00	\$41.20	\$2,060.00
9	Asphaltic Surface (TON)	50	\$272.00	\$13,600.00	\$275.90	\$13,795.00
10	Concrete Curb & Gutter 30-Inch Type A (LF)	40	\$95.00	\$3,800.00	\$65.00	\$2,600.00
11	Concrete Driveway 6-inch (SY)	40	\$121.50	\$4,860.00	\$87.00	\$3,480.00
12	Salvaged Topsoil (SY)	340	\$20.80	\$7,072.00	\$6.00	\$2,040.00
13	Silt Fence (LF)	30	\$10.00	\$300.00	\$20.00	\$600.00
14	Silt Fence Maintenance (LF)	30	\$0.20	\$6.00	\$3.00	\$90.00
15	Erosion Mat Urban Class I Type A (SY)	340	\$10.00	\$3,400.00	\$2.95	\$1,003.00
16	Inlet Protection Type D (EA)	17	\$125.00	\$2,125.00	\$125.00	\$2,125.00
17	Fertilizer Type A (CWT)	0.2	\$100.00	\$20.00	\$800.00	\$160.00
18	Seeding Mixture No. 40 (LB)	6	\$20.00	\$120.00	\$75.00	\$450.00
19	Seed Water (MGAL)	7.6	\$38.00	\$288.80	\$150.00	\$1,140.00
20	Traffic Control Drums (DAY)	1485	\$0.50	\$742.50	\$0.70	\$1,039.50
21	Traffic Control Barricades Type III (DAY)	225	\$2.50	\$562.50	\$1.55	\$348.75
22	Traffic Control Warning Lights Type A (DAY)	90	\$0.65	\$58.50	\$3.04	\$273.60
23	Traffic Control Signs (DAY)	270	\$3.00	\$810.00	\$3.45	\$931.50
24	Traffic Control (EA)	1	\$65,500.00	\$65,500.00	\$11,632.34	\$11,632.34
25	Temporary Pedestrian Barricade (LF)	600	\$4.50	\$2,700.00	\$2.62	\$1,572.00
26	Sawing Asphalt (LF)	130	\$5.00	\$650.00	\$5.70	\$741.00
27	Sawing Concrete (LF)	60	\$5.00	\$300.00	\$6.30	\$378.00
28	12-IN DR 18 C900 PVC Watermain (LF)	95	\$520.00	\$49,400.00	\$400.00	\$38,000.00
29	12-IN CL-52 Ductile Iron Watermain (LF)	90	\$573.00	\$51,570.00	\$550.00	\$49,500.00
30	12-IN CL-54 Restrained Joint Ductile Iron HDD Watermain (LF)	580	\$1,276.00	\$740,080.00	\$1,500.00	\$870,000.00
31	12-IN Gate Valve (EA)	1	\$7,890.00	\$7,890.00	\$5,900.00	\$5,900.00
32	Valve Manhole (EA)	1	\$31,050.00	\$31,050.00	\$36,876.00	\$36,876.00
Alternate Bid Items						
SUP-1	Granular Backfill (for extra or credit) (cu yd)	1	\$45.00	\$45.00	\$18.00	\$18.00
SUP-2	Crushed Stone (for unstable trench bottom) (cu yd)	1	\$100.00	\$100.00	\$40.00	\$40.00
SUP-3	Excavation and Hauling of Contaminated Soils (for HDD) (cu yd)	1	\$1,200.00	\$1,200.00	\$148.00	\$148.00
TOTAL CONTRACT PRICE			\$1,024,591.90		\$1,081,169.69	

Sheboygan Water Utility Filter Rehabilitation

Project Construction Management Services

Exhibit A – Scope of Services, Time of Performance, and Method of Payment

This Exhibit A contains the scope of services, schedule, and fee, for Construction Services (General Services and limited Resident Project Representative (RPR) Services) for the filter improvements projects at the Sheboygan WTP, specifically Filters 7, 8 and 9. For the purposes of this Exhibit A, the following definitions apply:

- “OWNER” refers to the Sheboygan Water Utility
- “ENGINEER” refers to CDM Smith Inc.
- “Contract Documents” refers to the:
 - Sheboygan WTP Filter Rehabilitation Project, Construction Drawings and Project Manual.

SCOPE OF SERVICES

The scope of services for this Project includes:

- Task 1 – General Services
- Task 2 – RPR Services
- Task 3 – Project Controls
- Task 4 – Startup Assistance

Task 1 – General Services

Task 1 consists of the following subtasks:

- Task 1.1 – General Administration of Construction Contract
- Task 1.2 – Construction Document Control System
- Task 1.3 – Conformed Contract Documents (done under design contract)
- Task 1.4 – Visits to Site and Observation of Construction
- Task 1.5 – Design Clarifications and Interpretations; Field Orders
- Task 1.6 – Change Orders, Claims, and Time Extensions
- Task 1.7 – Shop Drawings
- Task 1.8 – Substitutes (not included)
- Task 1.9 – Inspections and Tests
- Task 1.10 – Factory Witness Testing (not used)
- Task 1.11 – Applications for Payment
- Task 1.12 – Contractor’s Completion Documents
- Task 1.13 – Substantial Completion
- Task 1.14 – Final Notice of Acceptability of the Work
- Task 1.15 – Pre-Construction and Progress Meetings
- Task 1.16 – Record Contract Documents

Task 1.1 – General Administration of Construction Contract

Under this task, ENGINEER will consult with and advise OWNER and act as the OWNER's representative as provided in the Standard General Conditions of the Contract Documents. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Standard General Conditions will not be modified, except to the extent provided herein. All of OWNER's instructions to Contractor will be issued through ENGINEER who will have authority to act on behalf of OWNER in dealings with the Contractor to the extent provided in this Agreement and said Standard General Conditions except as otherwise provided in writing.

Task 1.2 – Construction Document Control System

ENGINEER will establish and maintain a construction document control system for organized management of the documents generated during construction. The construction document control system will consist of an electronic document filing system using the Contractor provided digital project management software in accordance with the Contract Documents and CDM Smith's electronic filing system, including ProjectWise and Excel/Contract Manager-based spreadsheets to log documents generated during construction. Additionally, a construction submittal system will be developed and maintained to facilitate transmittal of documents between the OWNER, ENGINEER, and Contractor. The construction document control system will provide access to, and retrieval of, documents generated during construction, including, but not limited to:

- Change Order Requests (COR)
- Conformed Contract Documents
- Baseline Construction Schedule and Schedule Updates
- Correspondence
- Design Clarifications / Interpretations
- Field Orders
- Payment Applications
- Progress Meeting Minutes
- Progress Reports
- Requests for Information (RFI)
- Requests for Proposals (RFP) and Work Change Directives (WCD)
- Submittals

Separate tracking logs for each type of document, as appropriate, listed above will be maintained by the ENGINEER in spreadsheet format.

Task 1.3 – Conformed Contract Documents

Under the design contract, ENGINEER will develop conformed Contract Documents of the bid documents incorporating the additions and revisions included in the addenda issued during the bidding period. These Documents will be provided to OWNER and ENGINEER for use during construction, and will be distributed to the Contractor as well. For the purposes of this task, it is assumed that two (2) sets of Contract Documents (half size drawings) will be provided to the OWNER, in hard copy format.

Task 1.4 – Visits to Site and Observation of Construction

ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER 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. In addition, ENGINEER shall provide the services of a Resident Project Representative at the site to assist ENGINEER and to provide more continuous observations of such work. The furnishing of such Resident Project Representative services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this paragraph 1.4. Such visits and observations by ENGINEER and the Resident Project Representative are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling and similar methods of general observation of the work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative. Based on information obtained during such visits and such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep OWNER informed of the progress of the work. The responsibilities of ENGINEER contained in this paragraph are expressly subject to the limitations set forth in paragraph below and other express or general limitations in this Agreement and elsewhere.

The purpose of ENGINEER's visits to the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the construction phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of the 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 the Contractor. On the other hand, ENGINEER will not, during such visits or as a result of such observations of the Contractor's work in progress, supervise, direct or have control over the Contractor's work nor will ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, for safety precautions and programs incident to the work of the Contractor or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor's furnishing and performing the work. Accordingly, ENGINEER 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.

Duties, Responsibilities and Authority of the Resident Project Representative are set forth in Task 2.

For the purposes of construction fee development, ENGINEER has assumed up to 72 hours for site visits.

Task 1.5 – Clarifications and Interpretations; Field Orders

ENGINEER will issue necessary clarifications and interpretations (i.e., Requests for Information, or RFIs) of the Contract Documents as appropriate to support the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue field orders authorizing minor variations from the requirements of the Contract Documents, provided such field orders have no impact on either Contract Time or Contract Price.

For the purposes of construction fee development, ENGINEER has assumed review of 16 RFIs, and that each review will require 4 hours of labor effort to process.

Task 1.6 – Change Orders, Claims, and Time Extensions

ENGINEER will recommend Change Orders and Work Change Directives to OWNER as appropriate, and will administer Change Orders and Work Change Directives as required.

Change order requests can be initiated by the OWNER, ENGINEER, or the Contractor. For the purposes of construction fee development, ENGINEER has assumed review of 3 change orders, and that each review will require 12 hours of labor effort to process.

ENGINEER will track change orders, assigning a number to each proposed change, listing individual change order net extra/credit amounts, and maintaining the total net contract change. Upon receipt of a proposed change, ENGINEER will discuss the change with OWNER, and together will determine the manner in which to proceed.

If the proposed change is performed on a time and material basis, the RPR will monitor the Contractor's work and document the actual time and materials used. If the Contractor prepares a cost proposal for the contemplated work or submits a claim, the RPR will perform the first review and make a recommendation to the ENGINEER and OWNER. ENGINEER's subsidiary, CDM Smith Constructors Inc., may also be used to review Contractor-generated cost proposals.

The ENGINEER, in conjunction with the OWNER, will determine the appropriate next steps, which may include any one of the following:

- Set up a negotiating session with the Contractor.
- Make a final recommendation to the OWNER and request formal approval to proceed.
- Cancel the proposed change or reject the Contractor's claim.

Upon receipt of OWNER's formal approval, the ENGINEER will notify the Contractor to proceed, and then prepare the necessary documents to execute the change order.

ENGINEER will render the initial decisions on all claims of OWNER and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. In rendering such decisions, ENGINEER will be fair and not show partiality to OWNER or Contractor and will not be liable in connection with any decision rendered in good faith in such capacity.

Task 1.7 – Shop Drawings

ENGINEER will review and approve (or take other appropriate action in respect of) Shop Drawings and Samples and other data that the Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

For the purposes of construction fee development, ENGINEER has assumed review of 30 shop drawings, O&M manuals, and other submittals, and that each review will require 7 hours of labor effort to process.

It should be noted that shop drawings, O&M manuals, and other submittals will be reviewed no more than twice at the OWNER's expense. All subsequent reviews will be performed at the Contractor's expense. OWNER will be reimbursed by the Contractor for all costs invoiced by ENGINEER for the third and subsequent reviews of all shop drawings, O&M manuals, and other submittals.

Task 1.8 – Substitutes

Not used.

Task 1.9 – Inspections and Tests

ENGINEER will require special inspections or tests of the work as stated in the Contract Documents, and will receive and review certificates of inspections, tests and approvals required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests or approvals comply with the requirements of the Contract Documents. ENGINEER will be entitled to rely on the results of such tests. As part of this subtask, ENGINEER will review reports depicting the results of:

- Underdrain and surface wash install
- Backwash distribution test

For budgeting purposes of the construction services fee development, ENGINEER has assumed one representative to be on-site for each of these activities for the totals listed above.

Task 1.10 – Factory Witness Testing

Not used.

Task 1.11 – Applications for Payment

Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of Applications for Payment and the accompanying data and schedules:

- ENGINEER will determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, the work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained herein are expressly subject to the limitations set forth in the following paragraph and other express or general limitations in this Agreement and elsewhere.

- ENGINEER will review record drawings and Contractor's Critical Path Method (CPM) schedule to verify that maintenance of the documents is commensurate with work completed.
- By recommending any payment, ENGINEER will not thereby be deemed to have represented that on-site observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or invoiced detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment (including final payment) will impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any liens, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

Task 1.12 – Contractor's Completion Documents

ENGINEER will receive, review, and transmit to OWNER, with written comments, maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, and marked-up record documents (including Shop Drawings, Samples and other data approved as provided under Task 1.7 – Shop Drawings, and marked-up record Drawings) which are to be assembled by the Contractor in accordance with the Contract Documents to obtain final payment. ENGINEER's review of such documents will only be to determine, generally, that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

Task 1.13 – Substantial Completion

Following notice from the Contractor that the Contractor considers the entire work ready for its intended use, ENGINEER and OWNER, accompanied by the Contractor, will conduct an inspection to determine if the work is substantially complete. If ENGINEER considers the work substantially complete, after considering any objections of OWNER, ENGINEER will deliver a certificate of Substantial Completion to OWNER and the Contractor.

Task 1.14 – Final Notice of Acceptability of the Work and Contract Close-Out

ENGINEER will conduct a final inspection to determine if the completed work of the Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to the Contractor. Accompanying the recommendation for final payment, ENGINEER will indicate that the work is acceptable (under the provisions of Task 1.11 – Applications for Payment), to the best of ENGINEER's knowledge, information, and belief, and based on the extent of the services performed and furnished by ENGINEER under this Agreement.

ENGINEER will coordinate intermediate inspections, the final inspection, and closeout of the construction contract. ENGINEER will schedule joint inspections with OWNER, RPR, and the

Contractor, prior to the OWNER's expected use of the Project. ENGINEER will provide to OWNER a report of the findings from the inspections, including recommendations as to the appropriate actions to be taken by the Contractor, OWNER, and/or ENGINEER. ENGINEER will meet with the OWNER to discuss all recommendations concerning the readiness of the Project for acceptance, in whole or in part.

When OWNER concurs with ENGINEER's recommendation of acceptance, ENGINEER will receive and process contract close out documents from the Contractor. ENGINEER, will, as part of close-out tasks, perform the following:

- Certify that punch list work has been satisfactorily completed
- Collect specified guarantees and warranties
- Verify receipt of required maintenance and operation manuals
- Review Contractor as-built record drawings
- Ascertain that the requirements of agencies having jurisdiction have been complied with in accordance with Contract Documents
- Assess and recommend allowable time extensions and liquidated damages, as applicable
- Review and recommend the processing of final payments and the release of retentions

ENGINEER will provide a summary of above as documentation of close-out.

Task 1.15 – Pre-Construction and Progress Meetings

ENGINEER will facilitate Project meetings as per Specification Section 013100 of the Contract Documents. Meetings to be held in accordance with the Contract Documents include:

- Pre-construction meeting
- Regular construction progress meetings
- Other status meetings as warranted over the duration of the Project

Meeting agendas and summaries will be provided by the ENGINEER as outlined in the Contract Documents. It assumed meetings will be joined onsite by one representative (during active construction) with additional members of the ENGINEER's team joining via conference call as necessary.

Task 1.16 – Record Contract Drawings and Documents

At the completion of construction, ENGINEER will prepare reproducible Record Contract Drawings indicating those changes made during the construction process based on construction records provided by the Contractor. The construction records will indicate construction changes, site observations, drawings, and other data. ENGINEER will provide the OWNER with an electronic set. ENGINEER will not be responsible for any errors in, or omissions in, the information provided by the Contractor that is incorporated into the Record Contract Documents or other record documents.

Limitations of Responsibilities

ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work. ENGINEER shall not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.

OWNER's Responsibilities

ENGINEER's responsibilities as outlined in General Services subtasks 1.1 through 1.16 above are subject to the following OWNER's responsibilities:

- OWNER will be responsible for day-to-day oversight of the Contractor.
- Furnish to ENGINEER, as requested by ENGINEER for performance of Services as required by the Contract Documents, the following:
 - Data prepared by or services of others, including without limitation, explorations and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site, or hydrographic surveys
 - Property, boundary, easement, and right-of-way information
 - Property legal descriptions
 - Zoning, deed and other land use restrictions
 - Other special data or consultations not covered in Article 3 of the Agreement between OWNER and ENGINEER

OWNER will be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all reports, data and other information furnished pursuant to this paragraph. ENGINEER may use such reports, data and information in performing or furnishing services under this Agreement.

- Provide access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.
- Provide approvals and permits from all governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER and such approvals and consents from others as may be necessary for completion of such portions of the Project.
- Provide, as may be required for the Project:
 - Accounting, bond and financial advisory, independent cost estimating and insurance counseling services
 - Such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by Contractor

- Such auditing services as OWNER may require to ascertain how or for what purpose Contractor has used the moneys paid on account of the Contract Price.
- Provide such inspection or monitoring services by an individual or entity other than ENGINEER as OWNER may desire to verify:
 - That Contractor is complying with any law, rule, regulation, ordinance, code or order applicable to Contractor's performing and furnishing the work, or
 - That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

ENGINEER does not undertake in this Agreement to perform the services referred to in the above. The identity of any individual or entity employed to perform such services and the scope of such services will be disclosed to ENGINEER.

- Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review. If OWNER designates a person or entity other than, or in addition to, ENGINEER to represent OWNER at the site, OWNER will define and set forth in an exhibit that is to be mutually agreed upon and attached to and made a part of this Agreement before such services begin, the duties, responsibilities and limitations of authority of such other party and the relation thereof to the duties, responsibilities and authority of ENGINEER.
- Prior to the commencement of the Construction Phase, notify ENGINEER of any variations in the language of the Notice of Acceptability of Work, or of any notice or certification other than such Notice that ENGINEER will be requested to provide to OWNER or third parties in connection with the financing or completion of the Project. OWNER and ENGINEER will reach agreement on the terms of any such requested notice or certification and OWNER will authorize such Special Services as are necessary to enable ENGINEER to provide the notice or certification requested under this paragraph.
- If more than one prime contract is to be awarded for work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the prime contractor, and define and set forth the duties, responsibilities and limitations of authority of such person or entity and the relation thereof to the duties, responsibilities and authority of ENGINEER in an exhibit that is to be mutually agreed upon and attached to and made a part of this Agreement before such services begin.
- Furnish to ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to above paragraphs) and other costs so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- Attend the pre-construction conferences, construction progress and other job-related meetings and Substantial Completion and final payment inspections.

- Provide labor and safety equipment to open and protect manholes and/or to operate valves and hydrants as required by the ENGINEER.
- Bear all costs incident to compliance with the requirements of the OWNER's Responsibilities.

Task 2 – Resident Project Representative (RPR) Services

ENGINEER will furnish a part-time RPR for this project. Day-to-day oversight of the Contractor will be the responsibility of the OWNER.

- ENGINEER will furnish a part-time RPR, assistants, and other field staff to assist ENGINEER in observing progress and quality of the work of Contractor. It is assumed that the RPR will be on-site as summarized below (note the numbers below are average values and weekly RPR hours may fluctuate depending on actual construction activities):

<u>Preconstruction Period (6 weeks):</u>	<u>0 Hours / Week</u>
<u>Submittal Period (20 weeks):</u>	<u>0 Hours / Week</u>
<u>Construction and Commissioning (24 weeks):</u>	<u>40 Hours / Week</u>
<u>Project Close-out / Punch-List (12 weeks):</u>	<u>8 Hours / Week</u>

- Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER will endeavor to provide further protection for OWNER against defects and deficiencies in the work of Contractor. However, ENGINEER will 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 will ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor, for safety precautions and programs incident to the work of the Contractor, for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor's performing and furnishing the work, or responsibility of construction for the Contractor's failure to furnish and perform the work in accordance with the Contract Documents.
- The RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of the ENGINEER, and will confer with the ENGINEER regarding the RPR's actions. The RPR's dealings in matters pertaining to the on-site work will, in general, be with the ENGINEER and the Contractor, keeping the OWNER advised as necessary. The RPR's dealings with subcontractors will only be through or with the full knowledge and approval of the Contractor. The RPR will generally communicate with the OWNER with the knowledge of and under the direction of the ENGINEER.

RPR services are based on the following assumptions:

- RPR services limited to the hours above, Monday through Friday, excluding Federal holidays, no more than 40 hours per week.
- Additional RPR services, beyond those described above, may be provided at an additional cost.

The duties and responsibilities of the RPR are limited to those of the ENGINEER in the ENGINEER's Agreement with the OWNER and in the construction Contract Documents and are further described in the subsections below.

Limitation of RPR Authority

The authority of the RPR is limited by the following:

- The RPR will not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by the ENGINEER.
- The RPR will not exceed limitations of the ENGINEER's authority as set forth in the Agreement nor the Contract Documents.
- The RPR will not undertake any of the responsibilities of the Contractor, subcontractors, suppliers, or Contractor's superintendent.
- The RPR will not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- The RPR will not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
- The RPR will not accept Shop Drawing or Sample submittals from anyone other than the Contractor.
- The RPR will not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the ENGINEER.

Task 3 – Project Controls

Task 3 consists of the following subtasks:

- Task 3.1 – Schedule Tracking
- Task 3.2 – Budget Tracking
- Task 3.3 – Project Planning and QAQC Plan

Task 3.1 – Schedule Tracking

The Contractor will be responsible for creating and maintaining a CPM construction schedule, as specified in the Contract Documents. The CPM schedule will be developed by the Contractor within 30 days of receipt of the Notice-to-Proceed, and will include all tasks along with start and end dates and percentage complete. ENGINEER will use that schedule to track progress and to aid in reviewing payment applications, as well as to identify potential slippages in schedule and opportunities to minimize impact.

Task 3.2 – Budget Tracking

ENGINEER will maintain a budget tracking system for the ENGINEER's fee. The budget tracking system will be used to identify potential out of scope items, including change orders, and impacts to the overall budget.

Task 3.3 – Project Planning and QAQC Plan

ENGINEER will establish roles and responsibilities of the project team consisting of the ENGINEER, OWNER, and CONTRACTOR. A planning meeting will be held with the CONTRACTOR to establish project QAQC requirements.

Task 4 – Startup Assistance and Staff Training

Startup assistance will be provided for OWNER's staff during the startup of each filter. Per the Contract Documents, each manufacturer providing equipment to be installed will provide training for

that piece of equipment. ENGINEER will coordinate that training with the OWNER. ENGINEER will not attend the training.

SCHEDULE / TIME OF PERFORMANCE

The construction contract allows 365 calendar days from the notice to proceed to substantial completion and another 90 days for final acceptance of the work by the OWNER. Construction is anticipated to start May 2026 with final completion in August 2027.

The Construction Services, described herein, will commence upon award of a construction contract by the OWNER, and will terminate upon completion of all tasks comprising the scope of services in this Exhibit A.

FEE / METHOD OF PAYMENT

Construction services provided under this Agreement shall be compensated on a time and materials basis in proportion to services completed. The amount request for this Amendment to include construction phase services is \$344,866. Payment for services performed will be made on a monthly basis consistent with work performed.

Sheboygan Water Utility
Filter Rehabilitation Project
Exhibit B - Fee

Task	Description		CDM Smith Project Team Members												
			Project Manager/ Director	Senior Engineer - Process	Process Engineer	Structural Engineer	Architect	O&M Specialist/ RPR	Technical Specialist/ Technical Review	Support Staff I	Designer II		Hours	Labor Dollars	Direct Costs
	Estimated Hourly Billing Rate		\$250	\$235	\$150	\$188	\$188	\$157	\$375	\$110	\$157				
Task 1	General Construction Services														
Task 1.1	General Administration of Construction Contract		62		40			16	10	60			188	\$34,362	\$1,000
Task 1.2	Included under Task 1.1												0	\$0	
Task 1.3	Conformed Contract Documents (not used)												0	\$0	
Task 1.4	Site Visits		16	16	24	16	16	16	8				112	\$22,888	\$1,000
Task 1.5	RFIs and Field Orders		4	4	32	8	8		4	4			64	\$11,688	
Task 1.6	Change Orders		6	4	24				2				36	\$6,790	
Task 1.7	Shop Drawing Review		6	12	72	40	40	16	8	16			210	\$37,432	
Task 1.8	Substitutes (NOT USED)												0	\$0	
Task 1.9	Inspections and Tests		8	24	40	4	4	8	4				92	\$17,900	\$1,000
Task 1.10	Factory Witness Testing (NOT USED)												0	\$0	
Task 1.11	Applications for Payment (Included under Task 1.1)												0	\$0	
Task 1.12	Contractor's Completion Documents (included under Task 1.1 and 2)												0	\$0	
Task 1.13	Substantial Completion (Included under Task 1.1 and Task 2)												0	\$0	
Task 1.14	Contract Close Out (Included under Task 1.1 and Task 2)												0	\$0	
Task 1.15	Pre-Construction and Progress Meetings		60	4	24	2	2	40	4				136	\$28,072	\$1,800
Task 1.16	Record Drawings				6	2	2	4			16		30	\$4,792	
Task 2	Resident Project Representative														
	Limited RPR (40 hours for 24 weeks plus 8 hours per week for 12 weeks)							1056					1056	\$165,792	\$ 9,600
Task 3	Included under Task 1.1														
Task 4	Included under Task 1.1 and Task 2														
	Totals Hours		162	64	262	72	72	1156	40	80	16		1924		
	Totals Dollars		\$40,500	\$15,040	\$39,300	\$13,536	\$13,536	\$181,492	\$15,000	\$8,800	\$2,512			\$329,716	\$15,150
TOTAL FEE														\$344,866	



BOARD OF WATER COMMISSIONERS

Water Service Line Replacements
 RFQ #1 Locations
 SHEBOYGAN WATER UTILITY PROJECT #25003-6

			VanRite Plumbing		Alfson		Joski Sewer		Scott Lamers Construction LLC	
Item	Bid Item Description	Qty.	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Water service replacement, water main to curb stop, furnish & install, per EA	51	\$3,650	\$186,150	\$4,700	\$239,700	\$6,000	\$306,000	\$3,700	\$188,700
2	Water service replacement, curb stop to meter setting, furnish & install, per EA	85	\$3,000	\$255,000	\$3,800	\$323,000	\$3,000	\$255,000	\$5,450	\$463,250
3	Meter setting rebuild, furnish & install, per EA	99	\$625	\$61,875	\$652	\$64,548	\$525	\$51,975	\$450	\$44,550
4	Water service abandonment, per EA	5	\$2,750	\$13,750	\$1,200	\$6,000	\$1,500	\$7,500	\$2,000	\$10,000
5	Concrete Service hole restoration, furnish and install, per EA	56	\$775	\$43,400	\$875	\$49,000	\$1,500	\$84,000	\$4,150	\$232,400
6	Electrical Grounding, per EA	87	\$625	\$54,375	\$450	\$39,150	\$450	\$39,150	\$475	\$41,325
TOTAL CONTRACT PRICE			\$614,550		\$721,398		\$743,625		\$980,225	



BOARD OF WATER COMMISSIONERS

RFQ#2 Quotes
Water Service Line Replacements
 RFQ #2 Locations
 SHEBOYGAN WATER UTILITY PROJECT #25003-6

Item	Bid Item Description	Qty.	Alfson		VanRite		Joski Sewer		Scott Lamers Construction LLC	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Water service replacement, water main to curb stop, furnish & install, per EA	90	\$3,800	\$342,000	\$3,650	\$328,500	\$5,500	\$495,000	\$3,700	\$333,000
2	Water service replacement, curb stop to meter setting, furnish & install, per EA	88	\$2,850	\$250,800	\$3,000	\$264,000	\$3,000	\$264,000	\$5,450	\$479,600
3	Meter setting rebuild, furnish & install, per EA	105	\$652	\$68,460	\$625	\$65,625	\$525	\$55,125	\$450	\$47,250
4	Water service abandonment, per EA	23	\$1,200	\$27,600	\$2,000	\$46,000	\$1,500	\$34,500	\$2,000	\$46,000
5	Concrete Service hole restoration, furnish and install, per EA	113	\$875	\$98,875	\$775	\$87,575	\$1,500	\$169,500	\$4,150	\$468,950
6	Electrical Grounding, per EA	95	\$450	\$42,750	\$625	\$59,375	\$450	\$42,750	\$475	\$45,125
TOTAL CONTRACT PRICE			\$830,485		\$851,075		\$1,060,875		\$1,419,925	