AMENDED PUBLIC WORKS COMMITTEE AGENDA

May 24, 2022 at 5:30 PM

Municipal Service Building - Training Room, 2026 New Jersey Avenue

It is possible that a quorum (or a reverse quorum) of the Sheboygan Common Council or any other City committees/boards/commissions may be in attendance, thus requiring a notice pursuant to State ex rel. Badke v. Greendale Village Board, 173 Wis. 2d 553,494 N.W.2d 408 (1993).

Persons with disabilities who need accommodations to attend this meeting should contact the Department of Public Works at 920-459-3440. Persons other than council members who wish to participate remotely shall provide notice to the Public Works Department at 920-459-3440 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

OPENING OF MEETING

1. Call to Order
2. Roll Call - Alderpersons Dekker, Perrella, Salazar, and Rust may attend meeting remotely.
3. Pledge of Allegiance
4. Introduction of Committee Members and Staff

MINUTES

5. Approval of Minutes: May 10, 2022

ITEMS FOR DISCUSSION & POSSIBLE ACTION

6. Res. No. 14-22-23 / May 16, 2022: A resolution authorizing the appropriate City officials to enter into a contract with Barrientos Design and Consulting Inc. for the Public Works Department and Transit Garages Renovation and Expansion Study.
7. Res. No. 15-22-23 / May 16, 2022: A resolution authorizing the appropriate City officials to enter into a contract with Bodart Electric Service, Inc. for the construction of the Sheboygan CMAQ Signal Improvements.
8. Res. No. 19-22-23 / May 16, 2022: A resolution informing the Wisconsin Department of Natural Resources (WDNR) that the 2021 Compliance Maintenance Annual Report (CMAR) has been reviewed.
9. Res. No. 20-22-23 / May 16, 2022: A resolution authorizing the appropriate City officials to Purchase a Screenings Washer Monster from JWC Environmental of Santa Ana CA to provide a redundant system to wash and compact screened wastewater solids.

NEXT MEETING DATE

10. Next Regular Meeting Date: June 14, 2022

ADJOURNMENT

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

CITY OF SHEBOYGAN
PUBLIC WORKS COMMITTEE MINUTES
Tuesday, May 10, 2022

COMMITTEE MEMBERS PRESENT: Alderperson Amanda Salazar, Chair Dean Dekker, and Alderperson Zachary Rust.

COMMITTEE MEMBERS EXCUSED: Alderperson Grazia Perrella.

STAFF/OFFICIALS PRESENT: Director of Public Works David Biebel, Director of Planning and Development Chad Pelishek, City Engineer Ryan Sazama, Superintendent of Facilities and Traffic Mike Willmas, Assistant City Attorney Liz Majerus, and Civil Engineer/Project Manager Kevin Jump.

OTHERS PRESENT: Christa Johanson, Marge Mattern, Dolcye Johnson, and Toby Watson.

OPENING OF MEETING

1. Call to Order

   Chair Dean Dekker called the meeting to order at 5:30 PM.

2. Roll Call

3. Pledge of Allegiance

   The Pledge of Allegiance was recited.

4. Introduction of Committee Members and Staff

MINUTES

5. Approval of Minutes: April 12, 2022

   MOTION TO APPROVE MINUTES FROM APRIL 12, 2022
   Motion made by Alderperson Salazar, Seconded by Alderperson Rust.
   Voting Yea: Alderperson Salazar, Chair Dekker, Alderperson Rust

ITEMS FOR DISCUSSION & POSSIBLE ACTION

6. DIRECT REFERRAL Res. No. 13-22-23 / May 10, 2022: A resolution authorizing the appropriate City officials to enter into an agreement with Dr. Toby Watson authorizing the acceptance of four pianos donated by Dr. Watson in support of the City's placemaking strategy to activate the City streets, and authorizing the appropriate City staff to oversee installation and maintenance of the pianos.

   MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION
   Motion made by Alderperson Salazar, Seconded by Alderperson Rust.
   Voting Yea: Alderperson Salazar, Chair Dekker, Alderperson Rust

7. R. C. No. 289-21-22 / April 18, 2022: Your Committee to whom was referred R. O. No. 106-21-22 by Director of Planning and Development submitting a communication from Dr. Toby Watson requesting

permission to place four donated pianos with winter covers on city right-of-way at various locations in the downtown and riverfront to continue to foster Sheboygan's placemaking strategy to activate city streets; recommends referring to the Public Works Committee of the 2022-2023 Council.

MOTION TO FILE
Motion made by Alderperson Salazar, Seconded by Alderperson Rust.
Voting Yea: Alderperson Salazar, Chair Dekker, Alderperson Rust

8. Res. No. 4-22-23 / May 2, 2022: A resolution authorizing executing an easement for a mini-storm sewer at 2314 W. Koning Drive.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION
Motion made by Alderperson Rust, Seconded by Alderperson Salazar.
Voting Yea: Alderperson Salazar, Chair Dekker, Alderperson Rust

9. Res. No. 5-22-23 / May 2, 2022: A resolution authorizing executing an easement for a mini-storm sewer at 2904 South 21st Street.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION
Motion made by Alderperson Rust, Seconded by Alderperson Salazar.
Voting Yea: Alderperson Salazar, Chair Dekker, Alderperson Rust

10. Res. No. 6-22-23 / May 2, 2022: A resolution authorizing executing an easement for a mini-storm sewer at 2106 Wilson Avenue.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION
Motion made by Alderperson Rust, Seconded by Alderperson Salazar.
Voting Yea: Alderperson Salazar, Chair Dekker, Alderperson Rust

11. Res. No. 11-22-23 / May 2, 2022: A resolution authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company, Inc. for the construction of the St. Clair Avenue - 2022 Street Improvements

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION
Motion made by Alderperson Salazar, Seconded by Alderperson Rust.
Voting Yea: Alderperson Salazar, Chair Dekker, Alderperson Rust

12. Res. No. 12-22-23 / May 2, 2022: A resolution authorizing the appropriate City officials to enter into a contract with LaLonde Contractors, Inc. for the construction of the North Avenue - 2022 Street Improvements.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION
Motion made by Alderperson Salazar, Seconded by Alderperson Rust.
Voting Yea: Alderperson Salazar, Chair Dekker, Alderperson Rust

NEXT MEETING DATE

13. Next Regular Meeting Date: May 24, 2022

ADJOURNMENT

14. Motion to adjourn

MOTION TO ADJOURN AT 6:09 PM
Motion made by Alderperson Salazar, Seconded by Alderperson Rust.
Voting Yea: Alderperson Salazar, Chair Dekker, Alderperson Rust

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the appropriate City Officials to enter into a contract with Barrientos Design and Consulting, Inc. for the Public Works Department and Transit Garages Renovation and Expansion Study.

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

REPORT DATE: May 19, 2022 **MEETING DATE:** May 24, 2022

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

Wisconsin Statues:	N/A
Municipal Code:	N/A

BACKGROUND / ANALYSIS: The DPW Municipal Service Building is almost 60 years old and the Shoreline Transit Building is almost 50-years-old. Both buildings have significant needs in capital improvements and require upgrades to accommodate modern and larger equipment, multi gender workforce, health and safety considerations and opportunities to share spaces (central service center).

STAFF COMMENTS: Barrientos Design and Consulting has extensive experience in Public Service and Transit Facility Design and Development. This initial work will provide several options and prioritize the optimal design improvements and provide the framework to begin the next phase of construction design and documentation with construction estimates. Construction design and bidding would be the next phase once a preferred option is selected.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 14-22-23 authorizing the appropriate City Officials to enter into a contract with Barrientos Design and Consulting, Inc. for the Public Works Department and Transit Garages Renovation and Expansion Study.

ATTACHMENTS:

I. Res. No. 14-22-23
II. Barrientos Design and Consulting Proposal Dated: March 11, 2022

III

Res. No. 14 - 22 - 23. By Alderpersons Dekker and Perrella.
May 16, 2022.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract with Barrientos Design and Consulting Inc. for the Public Works Department and Transit Garages Renovation and Expansion Study.

RESOLVED: That the appropriate City officials are hereby authorized to enter into a contract with Barrientos Design and Consulting Inc. for the Public Works Department and Transit Garages Renovation and Expansion Study.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds not to exceed $51,729 from Account #40033110-621200 (Capital Project Fund - Building Improvements) upon the agreement being fully executed by all parties, to pay for the Renovation and Expansion Study.

BE IT FURTHER RESOLVED: That the director of public works or the director's designee is appointed as the City's Authorized Representative pursuant to the contract with Barrientos Design and Consulting Inc.

_____

_____

Public Works

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND
BARRIENTOS DESIGN & CONSULTING

FOR ARCHITECTURAL/ ENGINEERING SERVICES RELATED TO THE DPW & TRANSIT GARAGES RENOVATION & EXPANSION STUDY & DESIGN

This Agreement ("Agreement") is made and entered into effective this ____ day of _____, _____ (the "Effective Date"), by and between the City of Sheboygan (the "City"), a municipal corporation, and Barrientos Design & Consulting, Inc., a subchapter S Corporation, with a principal office at 205 W, Highland Ave, Suite 303, Milwaukee, WI 53203 ("Consultant").

WITNESSETH:

WHEREAS, the City owns a Department of Public Works Garage located at 2026 New Jersey Ave., Sheboygan, Wisconsin and a Transit Garage located at 608 Commerce St., Sheboygan, Wisconsin; and

WHEREAS, the City desires to renovate and expand these garages based upon a comprehensive study and design as detailed in Exhibit A ("Services"), which is attached to this Agreement and incorporated as though fully set forth here; and

WHEREAS, the City has issued a Request for Proposals for the necessary design and engineering services, and has determined that it is in the best interest of the City for Consultant to provide those necessary services; and

WHEREAS, Consultant desires to provide the City with the necessary design and engineering services, pursuant to the terms of this Agreement.

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

Article 1. Scope of Services
Consultant shall provide the necessary engineering services related to the Improvements, as set forth in more detail in Exhibit A, pages 42-44, which is attached and incorporated to this Agreement as though fully set forth here (the "Services").

Article 2. Standard of Care
Consultant shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The City designated project manager, identified in Article 3 of this Agreement, shall be the sole judge of the adequacy of Consultant's work in meeting the Standard of Care; however, the City shall not unreasonably withhold its approval as to the

adequacy of Consultant's performance. Upon notice to Consultant and by mutual agreement between the parties, Consultant will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. The Parties' Project Managers

Consultant designates Norman Barrientos, AIA as its designated project manager with primary responsibility for the performance of this Agreement. In the event of the death, disability, removal, or resignation of the person designated as the Consultant's designated project manager, the City—through its designated project manager—may accept another person as the designated project manager or terminate this Agreement. Consultant shall provide the City with notice within seven (7) days in the event its designated project manager dies, becomes disabled, is removed, or resigns.

The City designates David Biebel as its designated project manager for purposes of this Agreement.

Article 4. Compensation

The City shall pay Consultant—for all fees and expenses related to the Services—an amount not to exceed fifty-one thousand, seven hundred and twenty-nine dollars, ($51,729).

Consultant shall submit an invoice to the City on a monthly basis which shall be based on the percentage the Services described in Article 1 are complete. Invoices may be sent via first class mail postage prepaid or via email. The invoice shall include a progress report documenting the extent of completed services.

Payment will be remitted to Consultant within sixty (60) days of receipt of invoice. Payment shall not be construed as acceptance of unsatisfactory or defective services. The City may withhold payment of an invoice due to unsatisfactory or defective services.

The invoice shall be sent to:

David Biebel
Director of Public Works
City of Sheboygan
2026 New Jersey Ave.
Sheboygan, Wisconsin 53081

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its designated project manager prior to such work being performed, or expenses incurred.

The City shall not make payment for any unauthorized work or expenses.

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

Article 5. Appropriation of Funds
Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty. The City agrees that it will make its best effort to obtain sufficient funds for the Agreement to meet its obligations hereunder in full.

Article 6. Schedule
Services under this Agreement shall commence promptly upon the full execution of this Agreement by the Parties and a written Notice to Proceed from the City's project manager to Consultant, unless another date for the commencement of the Services is set forth in Exhibit A.

Consultant shall complete the Services in accordance with the Schedule & Workload identified in Exhibit A, page 49, or within such extra time as may have been allowed by a mutually agreed extension. Consultant's services are completed when the City's project manager notifies Consultant in writing that the services are complete and are acceptable.

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

Article 7. Document Retention

a. Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Consultant acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Consultant must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Agreement.

b. Consultant shall maintain proper accounting records for the Services performed pursuant to this Agreement, and shall provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by City representatives during reasonable business hours.

Article 8. Termination
The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay Consultant for all the Services

performed up to the date that written notice is received. If the performance is restarted, an equitable adjustment shall be made to Consultant's compensation and the schedule of services.

In the event Consultant breaches this Agreement, including any covenant, agreement, commitment, or condition contained in this Agreement, the City shall have the right—in addition to all other rights and remedies which it may have at law or in equity—to terminate the Agreement upon written notice. Consultant shall have ten (10) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the City. In the event that the City terminates this Agreement due to a breach of this Agreement, and enters into a subsequent agreement with another party to complete the Services, and such expense plus any expenditure made under this Agreement exceeds the sum which would have been payable under the Agreement, Consultant shall be liable and shall pay to the City the amount of said excess.

Article 9. Ownership of Documents and Intellectual Property

All documents, drawings, and specifications, including digital format files, prepared by Consultant and furnished to the City as part of the Services shall become the property of the City. Consultant shall retain its ownership rights in its databases, computer software, and other proprietary property. Intellectual property developed or utilized in the performance of the Services shall remain the property of Consultant.

Consultant shall have the right to include photographic or artistic representations of the design of the Project among the Consultant's promotional and professional materials. The Consultant shall be given reasonable access to the completed Project to make such representations. However, Consultant's materials shall not include the City's confidential or proprietary information if the City has advised the Consultant in writing of the specific information considered by the City to be confidential or proprietary. The City shall provide professional credit for the Consultant in the City's promotional materials for the project.

Article 10. Identity of Consultant

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

Article 11. Independent Contractor Status

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

Article 12. Indemnification

Consultant hereby agrees to indemnify, defend, and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Consultant or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City, its appointed officials, officers, employees, agents, representatives and volunteers.

Consultant shall reimburse the City, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that Consultant employs other persons, firms, corporations or entities (collectively Subcontractor) as part of performing its obligations under this Agreement, it shall be Consultant's responsibility to require and confirm that each Subcontractor enters into an Indemnity Agreement in favor of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

Article 13. Insurance

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

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

a. Commercial General Liability Insurance – Consultant shall acquire and maintain, for the duration of the Agreement, Commercial General Liability Insurance of at least $1,000,000 per occurrence and $3,000,000 in the aggregate.

b. Automobile Liability Insurance – Consultant shall acquire and maintain, for the duration of the Agreement, Automobile Liability Insurance of at least $1,000,000.

c. Workers' Compensation Insurance – Consultant shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements. In the event this Agreement authorizes any work to be sublet, Consultant shall require any

contractor to similarly provide Workers' Compensation Insurance in accordance with all statutory requirements.

d. Umbrella Liability Insurance – Consultant shall acquire and maintain, for the duration of the Agreement, Umbrella Liability Insurance of at least $10,000,000 per occurrence.

e. Professional Errors and Omissions Insurance – Consultant shall acquire and maintain, for the duration of the Agreement, Professional Errors and Omissions Insurance of at least $1,000,000 per claim, with a deductible of no more than $100,000. If such policy is a "claims made" policy, all renewals thereof during the life of this Agreement shall include "prior acts coverage" covering at all times all claims made with respect to Consultant's work performed under the Agreement. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.

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

The insurance coverage required must be provided by an insurance carrier with the "Best" rating of "A-VII" or better. All carriers shall be admitted carriers in the State of Wisconsin.

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

Article 14. Conflict of Interest

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

Article 15. Waiver

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

Article 16. Severability

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

as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 17. Assignment
Neither the City nor Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party.

Article 18. Third Party Rights
Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Consultant.

Article 19. Governing Law and Venue
This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

Article 20. Non-Discrimination
In connection with the performance of work under this Agreement, Consultant agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability (as defined in Wis. Stat. 51.01(5)), sexual orientation (as defined in Wis. Stat. 111.32(13m)), or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant further agrees to take affirmative action to ensure equal employment opportunities.

Article 21. Compliance with Laws
In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations.

The City reserves the right to cancel this Agreement if Consultant fails to follow the requirements of Wis. Stat. 77.66 and related statutes regarding certification for collection of sales and use tax.

Consultant affirms that it is not presently listed on any debarment list or similar list prohibiting it from contracting with a governmental entity of any kind. In the event that Consultant shall become listed on any debarment list or similar list, the City may terminate this Agreement.

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

Article 22. Notices
Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City:		**Consultant:**
City Clerk		
City of Sheboygan		
828 Center Ave.		
Sheboygan, Wisconsin 53083		

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

Article 23. Intent to be Bound
The City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 24. Force Majeure
Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

In the event the Consultant believes the time for completion of the Services in this Agreement should be extended under this Article, Consultant shall provide written notice to the City as soon as possible, but not later than seven (7) calendar days after such an event. The notice shall include any justification for an extension of time and shall identify the extension the Consultant believes is necessary as a result of the force majeure event.

Article 25. Integration and Modification
This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 26. Non-Collusion
Consultant is certifying, under penalty of perjury, that to the best of its knowledge and belief:

a. The prices in its quote were arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other competitor.

b. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a quote to the City for these Services for the purpose of restricting competition.

Article 27. Other Provisions

a. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City.

b. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.

c. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.

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

CITY OF SHEBOYGAN, WISCONSIN

BY: _____
Ryan Sorenson, Mayor

ATTEST: _____
Meredith DeBruin, City Clerk

DATE: _____

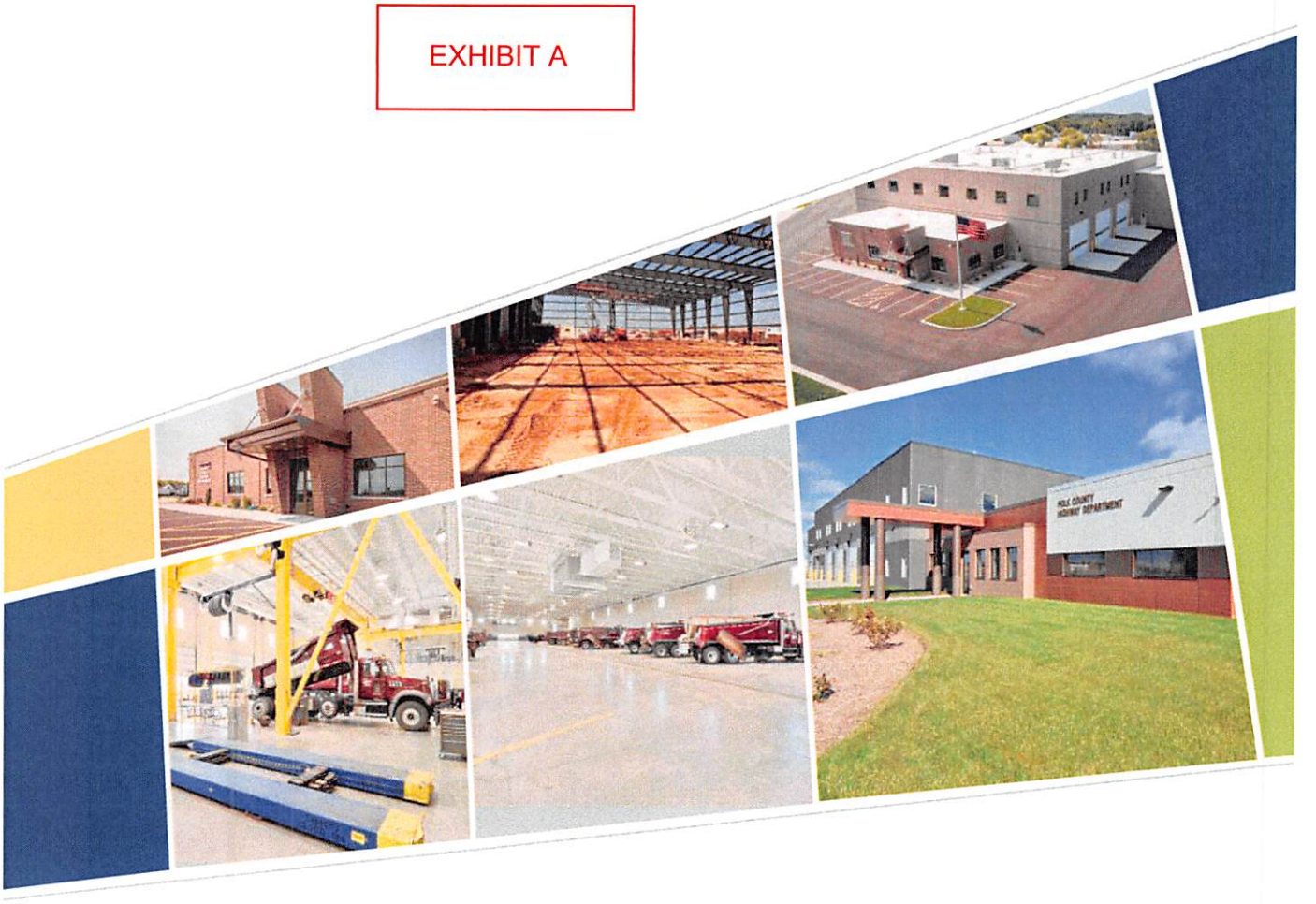
CONSULTANT

BY: _____

Norman Barrientos, AIA
Barrientos Design & Consulting, Inc.

DATE: _____

EXHIBIT A



CITY OF SHEBOYGAN
DPW & TRANSIT GARAGES RENOVATION & EXPANSION STUDY

ARCHITECTURAL/ENGINEERING PROPOSAL

Barrientos Design & Consulting, Inc.

March 14, 2022

BARRIENTOS design & consulting

205 W. Highland Avenue, Suite 303, Milwaukee, WI 53203
414.271.1812 • www.barrientosdesign.com

BARRIENTOS
design & consulting

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BARRIENTOS
design & consulting

March 11, 2022

Mr. David
Biebel Public
Works Director
Sheboygan Public Works
Department 2026 New Jersey
Avenue
Sheboygan, WI 50381

RE: DPW & TRANSIT GARAGE RENOVATIONS & EXPANSION STUDY
Proposal of Architectural Design Services

David,

Barrientos Design & Consulting is pleased to present this proposal for developing a renovation and expansion study for the Public Works facility on New Jersey Avenue and the Shoreline Metro Transit Garage on Commerce Street.

This study will focus on the following for both the DPW and Transit Garages:

1. Identifying building and site renovations needed to maintain the facilities over the next 10 years.
2. Facility performance analysis following renovations, identifying any deficiencies still remaining such as, spatial needs, circulation, public/vendor interface, security, equipment layouts and operational workflow.
3. Current space needs in terms of building and site functions, along with a projection of future space needs 10 years out.
4. Developing expansion options within the current parcel boundaries
5. Developing more significant expansion and realignment options assuming adjacent parcels could be purchases
6. Designing an optimal floor plan that incorporates the space needs for each agency alone.
7. Creating an optimal floor plan that combines the two agencies on one site. This will develop an approach where the two agencies share one Main Garage building and share various building functions together while also having separate Yard buildings.

Barrientos Design is unique in our intense focus on the fleet garage building type. We have executed designs on over 70 Garages and Shops and 80% of our overall design work has been with Garages and Shops. Barrientos has been designing these buildings continuously for over two decades, and our staff focuses their professional development on the design of garage and fleet-related facilities. This is our practice area, and we are committed to continually learning more about these building types as a distinct body of knowledge.

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We understand that this study is more than just about sizing the buildings. The planning effort needs to support and enhance the operational mission of the two Departments. We will start with documenting your operational mission, functional goals, staffing organization, vehicle composition, shop practices, parts inventory and controls and needs for security. We will then engage your staff at the Director, Superintendent, and foremen level for a 360-degree assessment of how operations best flow throughout the day. Once these broad operational issues are defined, we will intake, document and tabulate the key facility design criteria that support your mission and goals for a streamlined operation.

In the end, our planning goal will be to deliver to the City, a building and site plan that supports daily operations, captures the flow and sequence of activities, provides space that is right-sized, configured for time-efficient operations, and allows for the flexibility of change and growth. Moreover, we will pinpoint where the functions can be best grouped to share common building resources and logical workflow adjacencies.

1. COMPANY INFORMATION

Our company information and contact are as follows:

Barrientos Design & Consulting, Inc.
205 W. Highland Avenue
Milwaukee, WI 53203

Contact: Norman Barrientos, AIA
414-271-1812
www.barrientosdesign.com
norman@barrientosdesign.com

We appreciate the City's consideration of our company's services and we look forward to identifying your expansion options for enhancing the DPW and Transit Garages.

Sincerely,

BARRIENTOS DESIGN & CONSULTING, INC.

Norman Barrientos

Norman Barrientos, AIA, LEED AP

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2. GENERAL STATEMENT OF QUALIFICATIONS

Barrientos Design specializes in the planning and design of Public Works Facilities and Garages with the functions of fleet maintenance garages repair shops, vehicle parking, parts and bulk storage, crew support, field supervision offices, and yard facilities. We are Wisconsin's experts and leaders in the design of fleet and operations garages, and we will provide this for the benefit for City's long-term operational goals.

The firm was founded in 1997 by Norman Barrientos, AIA, and has since gone on to design many of Wisconsin's newest Public Works and public works garages. These projects have involved long-planning cycles of space needs, facility assessments, expansion analysis, new site selection, city planning, utility design, stormwater management applications, building design and finally construction administration.

Our expertise in garage design has positioned us to provide seminars to many professional industry associations such as WCHA, NACE and APWA, both locally and nationally. We have distilled seven design principles that govern for effective outcome of a garage and yard facility. These principles are; robust facility definition, operational efficiency and flow, staff productivity and safety, asset control, lines of communications, building performance, sustainability and future trends integration.

Our garages have many complex and process driven functions including heavy vehicle parking, truck wash, vehicle repair bays, welding and fabrication shops, parts storage, bulk warehousing, fueling, salt storage shed, brine making tanks, truck scales and general yard bulk storage. For each of these areas, Barrientos Design has established industry guideline and practices that will better serve your daily garage operations.

Internally, Barrientos Design provides architecture and interior design services. We have a staff of ten professionals in our Milwaukee office.

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STATEMENT OF QUALIFICATIONS

Firm History

For more than 24 years, award-winning Barrientos Design & consulting has specialized in architectural design, planning and consulation. the company is in its second generation of family ownership. It was founded in 1972 by Julian Barrientos and in 1997 Norman Barrientos took over full ownership. The company is registered as a corporation in the State of Wisconsin and maintains professional licenses to practice architecture.

We are a Milwaukee-based design firm that has worked extensively with public works, county engineering, transportation, parks and utility departments. Our specialty is the design of operation garages where efficiency, safety and order are key for enhancing operations.

Experience

Barrientos Design's has designed many operations garages including for these clients:

- Milwaukee County
- City of Milwaukee
- City of Sun Prairie
- Jefferson County
- Polk County
- We Energies
- Madison Gas & Electric
- City of Madison Parks
- Manitowoc County
- City of New Berlin

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Organization & Resources

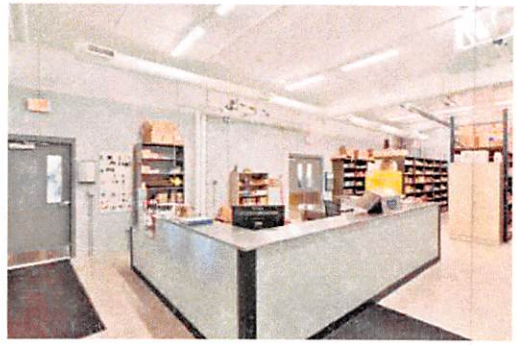
Norman Barrientos, AIA is the lead designer and Principal-in-Charge for all projects. The company has a professional staff of eight with one interior designer. The design staff all have project experience with higher education facility design. We have three senior project managers in the office that are fully capable of executing and overseeing your design projects from start to finish.

Our resources beyond our staff include our working studio in downtown Milwaukee where each team member has a Revit license. All of our projects are designed within a BIM framework allowing us to model out the architecture and engineering for comprehensive coordination.

Teamwork

At Barrientos Design we believe that every great design project starts with great teamwork. We engage committee members, user groups and consulting engineers early in the process to get a comprehensive understanding of the project. Defining the scope early with the entire team allows us to understand the challenges and work together to find the most appropriate solutions.

Working with your internal team and other external consultants we will aim to develop a plan that creates a functional and asthetic design that that fits within your designated budget. We understand that each individual team member brings a unique perspective to a project and we search to find balance in a project that will meet the needs of all stakeholders.



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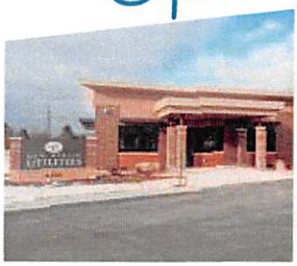
Polk

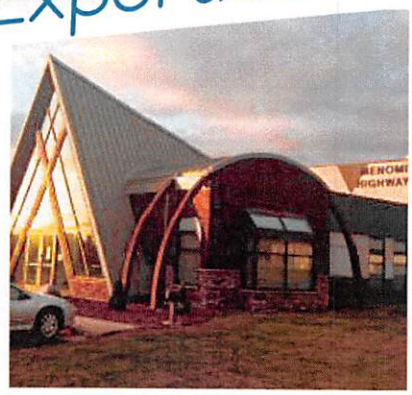
Operations Garage Design Expertise



New Berlin

Calumet

Jefferson



Menominee

Building Programming & Sizing
Operations Analysis
Equipment Selection
Site Facilities Definition
Site Selection
Building Design & Engineering
Governmental Reviews, Approvals & Permits
Cost Estimating
Visualization & Renderings
Construction & Bid Documents
Construction Administration
Facility Move-in Assistance

Barrientos Design & Consulting is a leader in the design of Field Operations Garages. We focus on the operational, planning and logistical needs of Operations Garages for the betterment of our client's needs.

Since the 1980's, our firm has developed planning and design documents for over 60 Garage operations including:

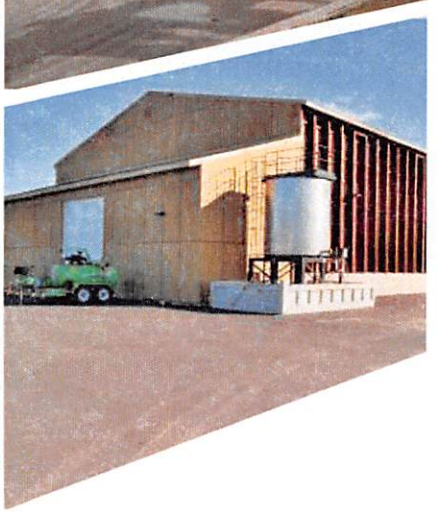
- Public Works Garages
- Highway & Transporation Garages
- Parks Maintenance Shops
- Utility Garages
- Field Operation Centers
- Trades Shops
- Fleet Repair Garages
- Buildings Maintenance Shops

The design of Operation Garages involves understanding the operations of repair of heavy vehicles, fabrication, parts storage and warehousing, fueling, truck washing and crew support and training areas.

Operation Garage D

REPAIR BAYS & FABRICATION

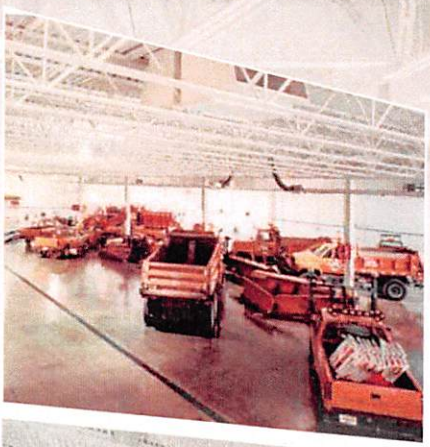
We have integrated the design issues of: overhead cranes, vehicle lifts, bulk fluid dispensing, workbenches, tail-pipe exhaust reels and parts cleaning. Our design expertise also covers skilled-trade shops including: Welding, Fabrication, Carpentry, Paint, Hydraulics and Sign-making. These interiors are well lit for high color definition, ventilated, surfaced with high-friction and high-resistance coatings and of sufficient clearance for truck widths and heights.



FUELING SALT, BRINE SHEDS

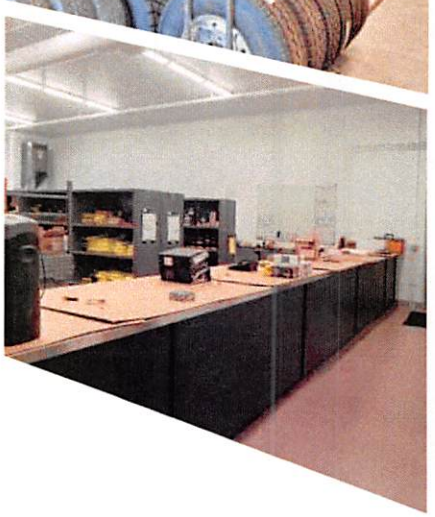
Fueling and salt sheds are primary functions in the design of many maintenance garage yards spaces. It is important not only to design the correct sized shed or fuel storage tanks but also for appropriate turning radii and locate them in proper sequence. Locating the salt shed to allow clear areas of loading is important along with adding brine making sheds.

Design Components



TRUCK WASH & PARKING

Our team takes time to understand each piece of your equipment that has a storage need to ensure that we are appropriately sizing your garage to meet current needs and future growth. Truck washing is a key component to fleet maintenance and longevity. We have designed locations for manual wash with pressure wands, underbody rinse systems, and fully automated designs.



PARTS, & FLUIDS STORAGE

Indoor storage of the fleet is important to retain asset value and ensure vehicle performance. Our design knowledge covers the proper sizing and height clearance so large vehicles can efficiently move in and out of storage. In addition, storage of vehicle replacement parts, field supplies, bulk items, fluids and fueling are integrated into our designs. These storage functions integrally support maintenance operations and require close adjacency to repair bays.

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3. PERSONNEL

LIST OF PERSONNEL

Barrientos Design will provide qualified architectural staff to thoroughly engage in this study. Our team participants will be as follows:

Principal-in-Charge, Norman Barrientos, AIA

Project Architect, Patrick Wesley, AIA

Design Architect, Taylor Korslin

Design Architect, Neil Bierwirth

The resumes and qualifications for each staff member follow this page.

CLIENT REFERENCES

For references on our staff's client contacts, please refer to this list of contacts:

1. Todd Every, Kewaunee County Highway Commissioner, 920-388-3707
2. Brian Glaeser, Calumet County Highway Commissioner, 920-849-1463
3. Eric Lindman, Wausau City DPW Director, 715-261-6745
4. William Bannach, Milwaukee County DPW AE Manager, 414-278-4854
5. Peter Nelson, Fabick Catepillar, Facilities Director, 414-461-9100

USE OF PROFESSIONAL CONSULTANTS

For this study stage of the work, we anticipate not employing any engineering consultants and we will perform all the analysis and documentation with our own staff.

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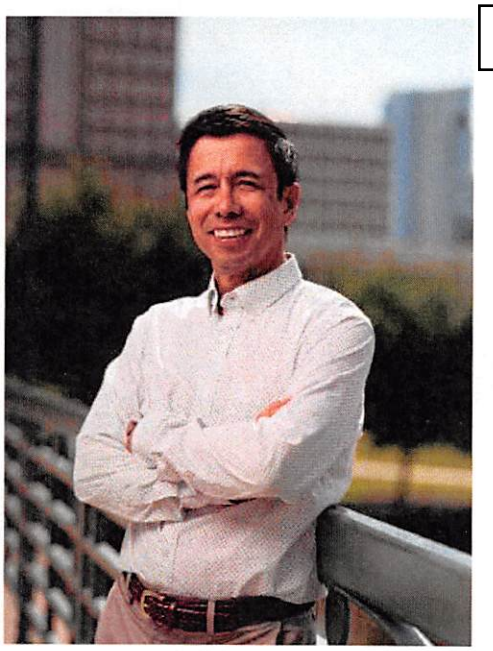


NORMAN BARRIENTOS
president, principal architect

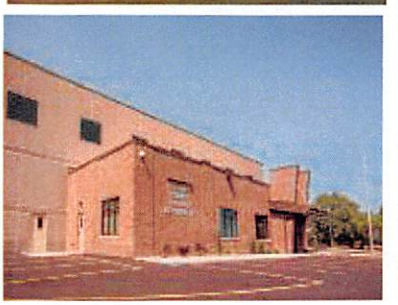
Norman Barrientos brings 40 years of architectural design experience focusing on the design of fleet maintenance facilities which involve fleet repair garages, fabrication shops, parts storage, heavy vehicle parking, crew quarters and extensive Yard facilities. The first building Mr. Barrientos designed under his licensed supervision was a maintenance facility for a water utility. That was back in 1988 and since then he has gone onto design and plan over 70 maintenance facilities. He has become Wisconsin's leading expert on the design of fleet facilities and he has delivered seminars on the subject at professional trade events.

norman@barrientosdesign.com







registration

Professional Architect:
WI, MN, IL, IA, MI, MA, NCARB, LEED A

education

Bachelor of Architecture, 1984
University of Minnesota

project experience

Pepin County Highway Garage
Pewaukee Public Works Garage
Vernon County Central Highway Garage
New Berlin Utilities Garage
City of Oconomowoc Utilities Shop Expansion
Polk County New Central Maintenance Garage
Jefferson County Central Maintenance Facility
Village of Fox Point Hall & Public Works Garage
Milwaukee County North Garage
City of West Allis City Hall & Public Works Garage
Manitowoc County New Maintenance Facility
City of Sun Prairie New Fleet Repair Garage
Milwaukee Electric/Traffic Operations Garage
Door County New Maintenance Facility
Menominee County New Maintenance Facility
Milwaukee County Central Fleet Garage, Master Plan
City of Marshfield Public Works Garage

years experience

40 years in the profession

awards & seminars

AIA WI Design Excellence, La Causa Charter School
APWA National Conference Seminar 2019, 7 Principle of Highly Effective Garage

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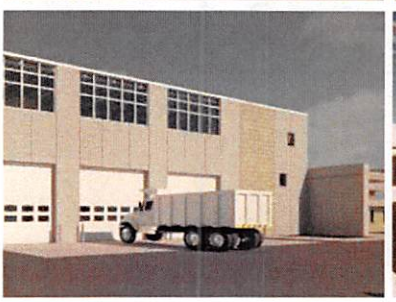
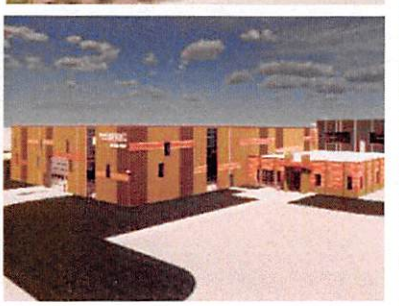
JEFFERY JANETKA
senior project architect

Jeff brings 26 years of architectural design and project management experience. He has designed and managed many successful projects with an emphasis on progressive and sustainable architectural design with attention to detail. Jeff has performed as project manager on many of our operations and maintenance facilities including Pewaukee, Pepin, Ladysmith and Milwaukee. Jeff is well versed in CAD, SketchUP, & Revit BIM software along with 3D visualization.

jjanetka@barrientosdesign.com





education:

Master of Architectural Design, 2004
University of Wisconsin - Milwaukee

B.S. Architectural Studies, 1999
University of Illinois at Urbana-Champaign

project experience

Milwaukee County North Garage
Pewaukee City Hall & Public Works Garage
Pepin County Highway Garage
La Crosse Co. Highway Garage St. Joe's
City of Ladysmith Public Works Garage
MATC Green Roof Building C
TJ Hale Corporation - Germantown, WI
Glory Global - Watertown, WI
Monterrey Market - Milwaukee, WI
Mleczko Proffesional Office Building - Brookfield, WI
AV Waterjet - Mequon, WI
Casablanca Restaurant - Brookfield, WI
Continental Properties - Mequon, WI
Legends Clubhouse - Wales, WI
Steel Craft - Hartford, WI
Sno-Way - Hartford, WI
Kabel Schlepp - Saukville, WI
Triad Corp - Hartland, WI
Hartford Fishing - Hartford, WI

years experience

26 years in the profession

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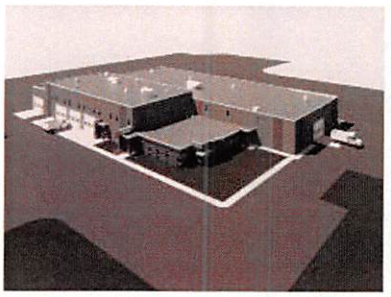
PATRICK WESLEY
project architect

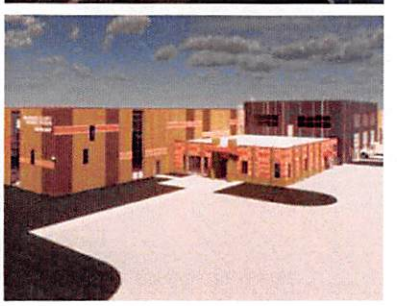
Patrick Wesley is a project architect with ten years experience with the capacity to handle a complete project from design through construction. He has worked on a diverse range of architectural projects including; highway garges, municipal offices, hospitality, secondary and higher education, large-scale healthcare facilities, and campus master plans. He values developing collaborative relationships with clients and other experts while working on a project. Patrick has led the planning of multiple banks, churches, and high schools across Wisconsin. He works in Revit BIM modeling software and also develops rendered imagery.

pwesley@barrientosdesign.com







education:

Masters of Architecture, 2015
University of Wisconsin - Milwaukee

B.S. Architecture, 2014 University of University of Wisconsin - Milwaukee

project experience

Pewaukee Public Works Garage
Milwaukee County North Garage
Pepin County Highway Garage
La Crosse County Highway Garage St. Joe's
Stevens Point DPW Garage
City of Marshfield DPW Garage
Wood County Highway Garage
Advocate Mequon Clinic Pharmacy
Advocate Grafton IV Therapy Room
Milton High School
North Shore Bank
Educator's Credit Union
Lumen Christi Parish
Madison Area Technical College
Beaver Dam High School
Maine Veterans Homes
Saint Stanislaus

years experience

10 years in the profession

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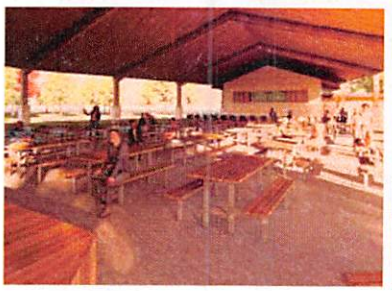
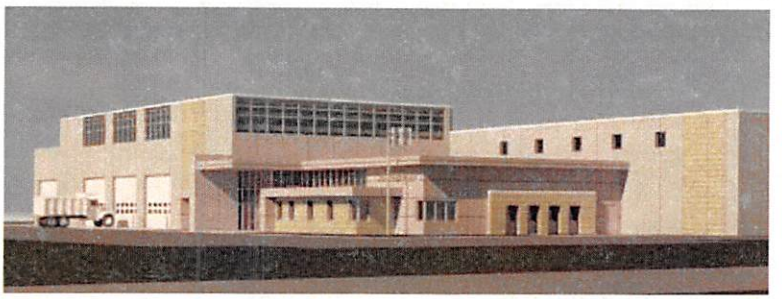
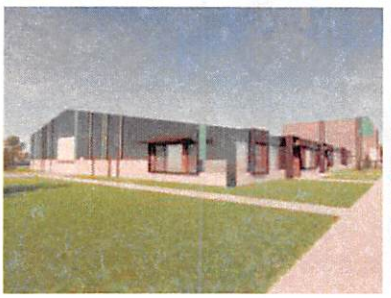
TAYLOR KORSLIN
project architect

Taylor is a project design architect with six years of experience in building planning, studies, design and documentation. He has worked on a variety of industrial and office projects, at every stage of the design proccess. His experience includes Highway and Public Works Garages, Village and City Halls, Fire Stations, Libraries, and Commercial projects. He has experience representing building and spatial conditions for analysis. Taylor is versed in Revit BIM software and the Adobe Suite, allowing her to develop a variety of visualization techniques.

tkorslin@barrientosdesign.com






education:

Masters of Architecture, 2017, University of Michigan

B.S. Architecture, 2012 University of Wisconsin - Milwaukee

project experience

Waupaca City DPW Garage
Green County Highway Garage
Kewaunee County Higway Garage
Pepin County Highway Garage
City of Marshfield Public Works Garage
Milwaukee County North Garage
Deerfield Village Library Expansion
Franklin Park Pavilion

years experience

6 years in the profession

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4. GARAGE DESIGN EXPERIENCE

LIST OF GARAGES DESIGNED

Barrientos Design's Public Works Facility design experience covers numerous County and City Garages including these built projects:

- Ladysmith Public Works Garage
- New Berlin Utilities Garage
- Sun Prairie Central Services Garage
- Brown County Public Works Greenleaf Satellite Shop
- New Berlin Utilities Garage
- Sun Prairie Fleet Services Garage
- Oconomowoc Utilities Garage
- Pepin County Central Public Works Garage
- Polk County Central Public Works Garage
- Vernon County Central Public Works Garage
- Jefferson County Central Public Works Garage
- Calumet Central Public Works Garage
- Milwaukee County, North Public Works Shop
- Manitowoc Central Public Works Garage
- Door County Central Public Works Garage
- Menominee Central Public Works Garage
- Fond du Lac County Campbellsport Satellite Garage
- La Crosse County Satellite Public Works Garage
- City of Pewaukee Public Works Garage

We have also conducted numerous space needs, renovation and new site selection efforts for the following governments:

- City of South Milwaukee DPW Yard Facilities
- City of Marshfield Streets Garage
- City of Wausau Public Works Garage
- City of Stevens Point Public Works Garage
- City of West Allis Public Works Garage
- Village of Fox Point Public Works Garage
- Village of Cudahy Public Works Garage
- Village of Bellevue Public Works
- City of Janesville Municipal Garage
- City of Verona DPW Garage
- City of Chilton Public Works Garage
- Marathon County Central Public Works Garage

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- Kewaunee County Central Public Works Garage
- Rusk County Central Public Works Garage
- Lincoln County Central and Satellite Public Works Garages
- Green County Central Highway Garage
- Taylor County Central Highway Garage
- Oneida County Central Highway Garage
- Iron County Mercer Satellite Highway Garage
- City of Milwaukee DPW Salt Brine Shed

On the following pages we present graphics, plans and a brief scope of work for our many garages and fleet facilities.

RECENT GARAGE DESIGN INFORMATION

Our exemplary garage experience from design through construction is exemplified by this project:

1. Polk County Central Highway Garage
2. Contact: Emil Norby
3. Owner's Initial budget: $11 million
4. Total Project Cost: $10.8 million
    a. Number of change orders, five
    b. Total cost of change orders, $113,600
5. Date of bid: September 2017
6. Scheduled completion date: August 2018
7. Actual completion date: August 2018

LIST OF THREE BEST PROJECTS

Barrientos Design's three best Garage projects include:

1. Polk County Central Highway Garage
2. Jefferson County Central Highway Garage
3. Calumet County Central Highway Garage

EXEPCTIONAL FEATURES OF OUR GARAGE DESIGN

Our garages are a great balance of cost efficiency with long-term operational efficiency and ease of maintenance. We thoroughly understand a Garage's operational work-flow and design our buildings to maximize your staff's productivity and longevity of your assets.

Our in-depth knowledge of maintenance facilities covers industry specific knowledge of fleet parking and maintenance, repair equipment, inventory of parts, truck washing, salt storage and yard layouts.

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When Barrientos Design is your architect, we lead the client through the design process with our industry knowledge on the many past garage we have developed.

FIRM EXPERTISE WITH GOVERNMENT FACILITIES

The majority of our design work is for municipalities, and we therefore understand the nature of working with local governments, their organization, their decision making process and their procurement procedures.

Building consensus and educating the team participants is key in developing a building design that meets both the Departments' needs as well as the general citizenry of Sheboygan.

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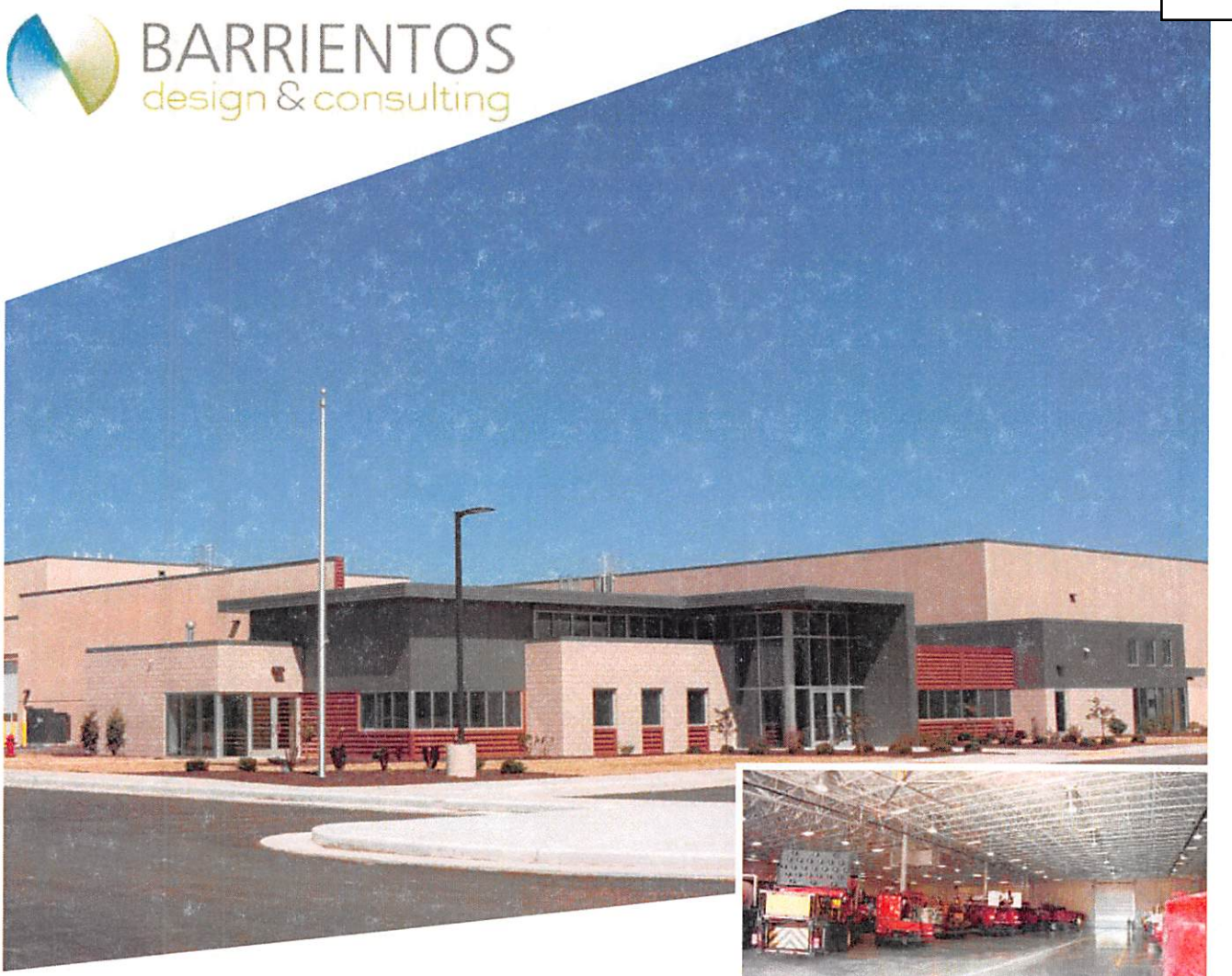

JEFFERSON COUNTY CENTRAL HIGHWAY GARAGE

Jefferson, WI

The new main shop of 83,500 facility was designed to house 40 plow trucks and other field equipment. In addition, the building also includes 8 repair bays, a sign & carpentry shop, crew lockers, a lunchroom for a staff of 45 people and offices for the entire department.

Site facilities include: 30,000 SF Cold Storage Building, 8,000 ton salt shed, 4,000 SF Salt Brine Buidling, 20K gallon fueling station and canopy, outdoor stock storage, and truck scales. Barrientos Design was hired to design full architectural plans and oversee construction administration.

A video-surveillance system, key card access system, site fencing and overall building design provide security for this project.

Size:	133,500 SF
Cost:	$19.2M
Completion:	2015
Client:	Jefferson County Highway Department
Contact:	Bill Kern, County tel 920-674-7390

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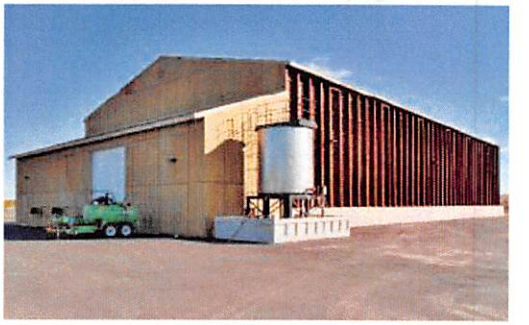

POLK COUNTY HIGHWAY GARAGE

Balsam Lake, WI

Polk County's new Highway Garage consists of a new 60,000 SF Main Shop, a 45,000 remodeled storage and shop building, a fueling station and a salt shed. The complex is located on 9 acres of land situated in an industrial park near the County Courthouse

Within the new main shop a heated parking garage houses 40 plow and field trucks and other field equipment. In addition, the shop will house a repair garage with 6 repair bays, part stroage, truck wash, crew lockers, a lunchroom for a staff of 40 people and offices for the entire department.

Barrientos Design developed the construction documents in a fast-track approach with a foundation package being developed within seven weeks. Following that, the remainder of construction documents were issued three weeks later.

Size:	60,000 SF new, 45,000 remodeled
Cost:	$12M
Completion:	October 2018
Client:	Polk County Highway Department

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CALUMET COUNTY HWY MAINTENANCE FACILITY

Chilton, WI

Barrientos Design and Consulting Inc. was hired to develop a complete site master plan, building programming and the design of a 52,770 sf highway maintenance facility for Calumet County.

Site functions include: salt shed, fueling station, outdoor stock storage, cold storage building, and a truck scale. The site will also have a rain garden for storm water management.

Building functions include: heated storage for 29 vehicles, 4 vehicle service bays, 2 truck wash bays, welding shop, sign shop, striping shop, carpentry shop, tire storage, bulk fluid storage, parts storage, lunch room, locker rooms, and administrative offices.

Size:	52,770 SF
Cost:	$10.9M
Completion:	2017
Client:	Calumet County Highway Commission,
Contact:	Brian Glaeser (920) 849-1463

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PEPIN COUNTY HIGHWAY DEPARTMENT PRELIMINARY DESIGN

Durand, WI

Barrientos Design created Preliminary architectural and engineering designs for a new Highway Garage that will be approximately 53,000 square feet in size and house the following functions: Heated vehicle storage garage, Repair Garage, Welding Shop, Truck Wash, Parts Storage, Crew support, Administration.

Yard facilities will include: Cold Storage, Salt Shed, Fuel Station, Truck Scale, parking and general site development.

This Preliminary Design effort advanced the Schematic Design into 30% architectural and engineered plans where major design elements are sized, selected, located and quantified.

Size:	53,000 SF
Cost:	$11 M
Completion:	2021
Client:	Pepin County
Contact:	Chris Bates

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design & consulting

VERNON COUNTY CENTRAL HIGHWAY GARAGE

Viroqua, WI

The new main shop of 44,700 facility was designed to house 25 vehicles including 14 plow trucks. In addition, the building also includes 3 large vehicle repair bays and 2 small vehicle repair bays, a sign shop, a parts storage room, a fully automated truck wash, crew lockers, a lunchroom, and offices for the entire department.

The site includes 12K gallon fueling station and canopy, outdoor stock storage, stormwater, and parking. Master planning for salt sheds and cold storage was incorporated into the design to be completed as needed in the future. Barrientos Design was hired to design full architectural plans and oversee construction administration.

The Highway Garage is currently under construction and progress can be seen in the images on this sheet.

Size:	44,700 SF
Cost:	$10.6M
Completion:	2018
Client:	Vernon County Highway Department
Contact:	Phil Hewitt, County tel 608-637-5452

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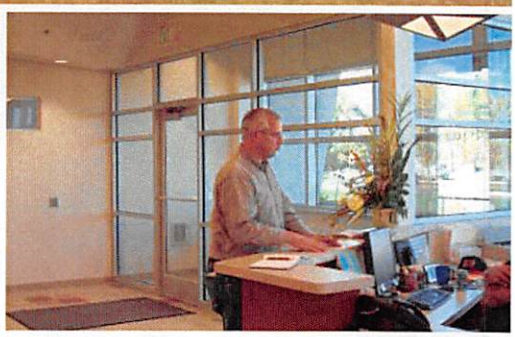

DOOR COUNTY MAINTENANCE FACILITY

Sturgeon Bay, WI

The Barrientos Design team completed the design and structural engineering for the Door County Fleet Maintenance Facility that was designed to house 41 trucks, field equipment storage, bulk fluids and house lockers and a lunchroom for a staff of 45 people.

Site functions include: salt shed, fueling station and canopy outdoor stock storage, equipment storage buildings and truck scales. Barrientos Design was hired to design full architectural plans, complete structural engineering of the facility, and oversee construction administration.

Size:	90,000 SF
Cost:	$17 M
Completion:	2005
Client:	Door County Highway Dept.
Contact:	John Kolodziej (920) 746-2203

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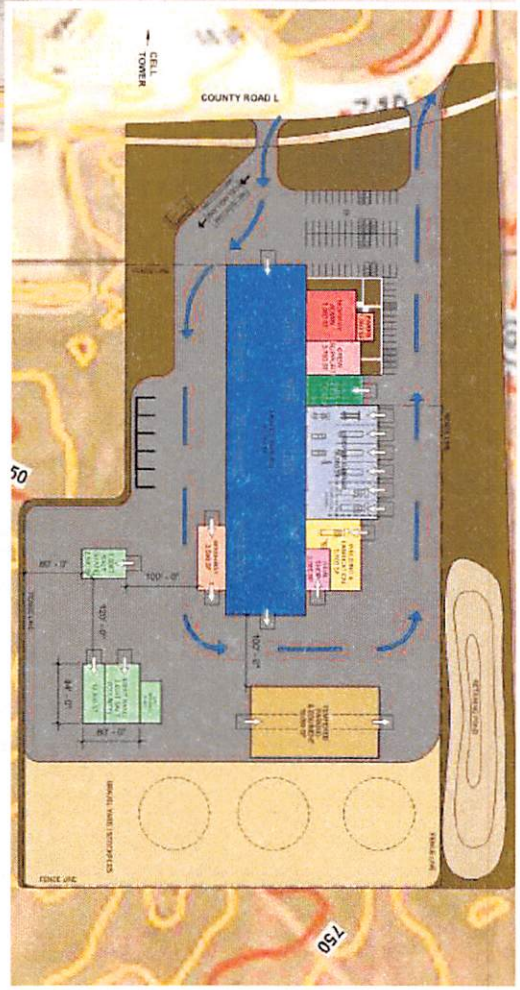

KEWAUNEE COUNTY HIGHWAY & PARKS GARAGE FCA/SPACE NEEDS

Kewaunee, WI

This study identified the costs to maintain and repair the existing County Highway facilities, tabulate future space needs for the building and yard facilities, and develop concept plans and costs for expanding and rearranging the Highway Facility. The solution time-frame for this study was out 50 years and thus, it takes a long-term look at building performance, merits of continued investment and the operational benefits gained over time.

Barrientos Design, along with Ayres Associates, provided architectural and engineering services.The team conducted onsite interviews with the staff and toured the facility to observe usage, equipment, storage and general architectural needs.

Completion: 2020

Client: Kewaunee County

Contact: Todd Every

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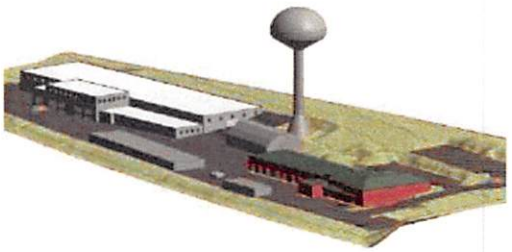
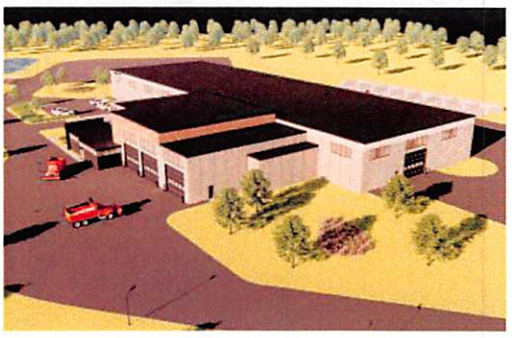
CITY OF PEWAUKEE PUBLIC WORKS GARAGE

Pewaukee, WI

The objective of this design was to establish costs to maintain and repair the existing City Hall/DPW facilities on Pewaukee Road, tabulate future space needs for the building and yard facilities, and develop concept plans and costs for expanding and rearranging the municipal complex. The buildings involved in this study were the City Hall, Highway Garage, Storage buildings and the DPW Yard facilities.

The Barrientos Design team conducted onsite interviews with the staff and toured the facility to observe usage, equipment, storage and general architectural needs. Information from interviews and analysis was used to provide a recommendation to the city on how to best capitalize on available space.





Size:	50,000 SF
Cost:	$14 Million
Completion:	
Client:	City of Pewaukee

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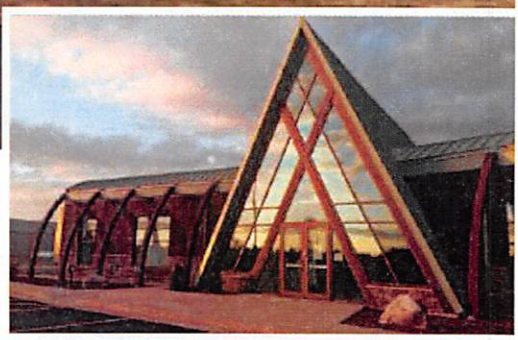

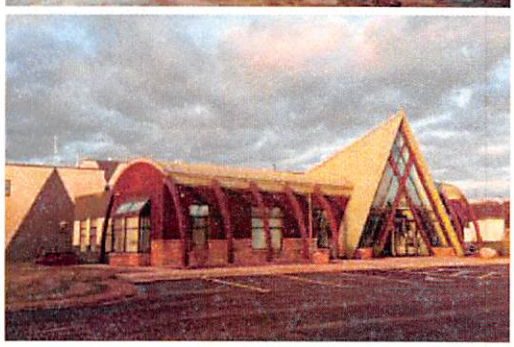

MENOMINEE COUNTY MAINTENANCE FACILITY

Keshena, WI

Barrientos Design completed the design of a new 35,000 square foot fleet maintenance facility that houses patrol trucks in heated parking, three mechanic's bays, truck wash, parts storage, lube fluids, staff lockers and a lunch room.

Administrative areas include: Commissioner's office, County Meeting Room, lobby and administrative offices. Site functions include: cold storage building, salt shed, fueling station, truck scale, stockpile bins and separate parking for staff and visitors.

Barrientos Design was hired to design full architectural plans and oversee construction administration.

Size:	35,000 SF
Cost:	$12M
Completion:	2003
Client:	Menominee Highway Dept.
Contact:	Jeremy Weso, (715) 799-3369

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MANITOWOC COUNTY MAINTENANCE FACILITY

Manitowoc, WI

Barrientos Design completed the design of this 76,000 square foot Highway Maintenance Facility located at a new site that previously functioned as a gravel quarry. Barrientos Design was hired to develop a complete site master plan to delineate all the ultimate facilities on the site over a three-year period.

Site functions include: operations building, salt dome, fueling station, compost pad, outdoor stock pile storage, equipment storage buildings, truck scales and asphalt plant machinery layout areas.

Building functions include: 7 vehicle service bays, steam wash bay, welding shop, sign shop, tire storage, fluid storage, parts storage, steel storage, lunchrooms, locker rooms and administrative offices.

Cost: $15M

Completion: 2002

Client: Manitowoc Highway Dept.
Contact: Wayne Sleger, (920) 683-4354

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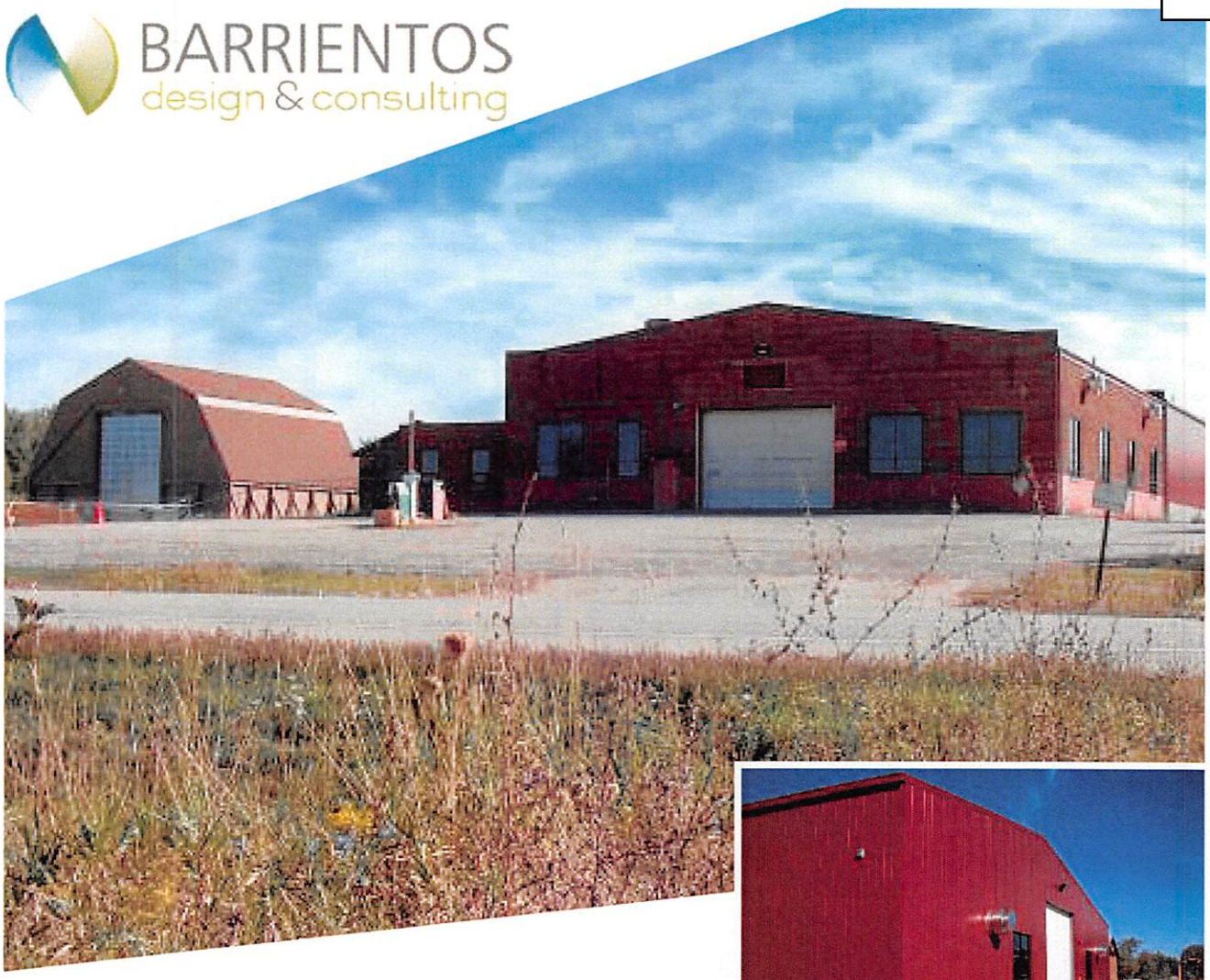

GREENLEAF MAINTANANCE FACILITY

Greenleaf, WI

Barrientos Design completed the addition of a new vehicle storage bay to the existing maintenance shop of 50 years. The new storage bay provides storage for 14 large vehicles including salting and snowplow trucks.

Exterior construction involved a new metal paneled enclosure, new windows, new roofing, and flooring refinishing. Interior renovation involved an accessible entry, new lockers, lunch room, offices, replacement of the entire HVAC systems, and modernization of electrical and plumbing systems.

Completion: 2004

Client: Brown County Highway Dept.
Doug Marsh, (920) 662-2154

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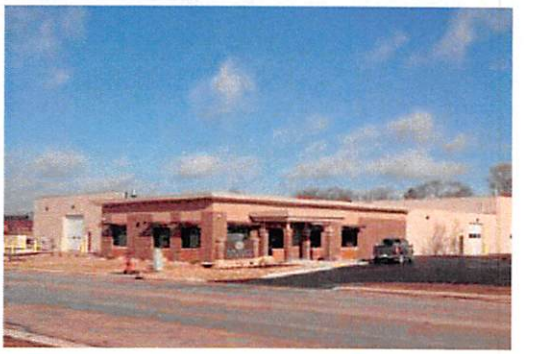

NEW BERLIN STREETS & UTILITIES GARAGE

New Berlin, WI

For the City of New Berlin, Barrientos Design is designing two public works facilities: the Utilities Garage and the Streets/Parks/ Building's Garage. Barrientos Design developed a space needs and master plan for implementing both facilities by reusing the existing sites.

The recommended plan consists of a combined Streets/Parks/ Buildings Garage of 74,000 SF along with a central repair garage. The Utilities Garage is a separate 30,000 SF building which involves partial demolition of the existing structure and creating a significant addition in place.

Size:	30,000 SF (Utilities Building)
Cost:	$4M
Completion:	Fall 2018
Client:	City of New Berlin

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SUN PRAIRIE DPW FLEET REPAIR FACILITY

Sun Prairie, WI

Barrientos Design & Consulting was commissioned by the City of Sun Prairie to assist in the building of a new fleet repair maintenance facility with adminitration wing. The facility, with a steel frame and pre-cast panels, covers 15,000 square feet. The garage portion of the building features a mezzanine over the one-story facility. The administration wing includes lockers, bathroom facilities, washers and dryers, and lunch room/training space.

Barrientos Design provided a Siting Study, Master Planning, Schematic Design, Design Development, Construction Documentation, Bidding, Construction Administration and Management for the project.

Size:	15,000 SF
Cost:	$7.2M
Completion:	2007
Client:	City of Sun Prairie
Contact:	J.R. Brimmer 608-837-0712

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WINNEBAGO CTY VEHICLE STORAGE ADDITION

Oshkosh, WI

Barrientos Design was hired to design full architectural plans and oversee construction administration for a 15,000 SF Storage Addition designed to house 15 trucks.

The building utilizes insulated metal panels for walls and roof. The existing building was analyzed and reinforced for additional snow drift loadings. Water and air are available at every other stall for convenient use.

Size:	15,000 SF
Cost:	$1.4M
Completion:	2002
Client:	Winnebago Highway Dept. John Haese, Hwy Commissioner Tel: 920-232-1700

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FOND DU LAC COUNTY
CAMPBELLSPORT SATELLITE GARAGE

Campbellsport, WI

Barrientos Design was selected by Fond du Lac County to design a new satellite garage in Campbellsport, WI. Before beginning the design of this facility we were tasked with reviewing and documenting all of the County Highway buildings, vehicles and equipment. After compiling this information we made a recommendation on the appropriate size of the new Campbellsport Garage.

The new 17,700 SF garage features solar panels, a wash bay, natural day-lighting, a mezzanine and a small office component consisting of a ready room, locker/toilet rooms and storage and mechanical space. Additionally, the site contains a 3,500 ton salt shed, 10,000 gallon fuel tank and storage for bulk materials.

Size:	17,700 SF
Cost:	$4.6M
Completion:	2014
Client:	Fond du Lac County Highway Department
Contact:	Tom Janke, 920-929-3488

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MILWAUKEE COUNTY DEPARTMENT OF TRANSPORTATION NORTH GARAGE

Milwaukee, WI

The existing MCDOT garage on the north side of Milwaukee was old and undersized. The County was also interested in combining the Parks Forestry Division into the DOT building. Barrientos provided space planning, schematic-level drawings, and cost estimates for both scenarios. Option 1 was a 48,000 s.f. garage with 28 parking stalls and three repair bays, just for the DOT. Option 2 was a 72,000 s.f. garage for both Parks and DOT.

The challenge was to fit the garage, a 21,000 s.f. cold storage building, fuel island, an existing 12,000 ton salt shed, and yard storage for both departments on an eight acre site. An adjacent property purchase would be required. Barrientos was able to produce a site option with adequate vehicle circulation as well as accomodating all of the programatic requirements.

Client: Milwaukee County

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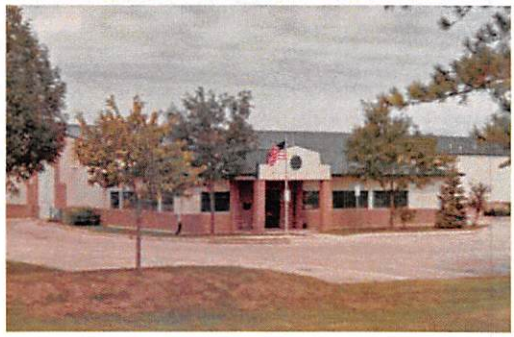

CITY OF SUN PRAIRIE
PUBLIC WORKS GARAGE

Sun Prairie, WI

Barrientos Design and Consulting was retained by City of Sun Prairie to design a new Public Works Garage that involved a 25,000 heated parking garage and a 4,000 SF administration wing on a tight urban site. The Heated Parking Garage houses 32 large street maintenance vehicles along with parts storage, repair shop and truck wash bay.

The 4,000 SF Administration wing contains the Public Works Director's offices, accounting staff, crew lockers, lunchroom, laundry, communications and records archives.

The structure is a pre-engineered, metal-paneled building with a split-face block base for vehicle impact resistance. An entry canopy was added for rain and snow protection and to enhance the urban character of the building.

Cost: $7M

Client: City of Sun Prairie Public Works

Contact: J.R. Brimmer 608-837-0712

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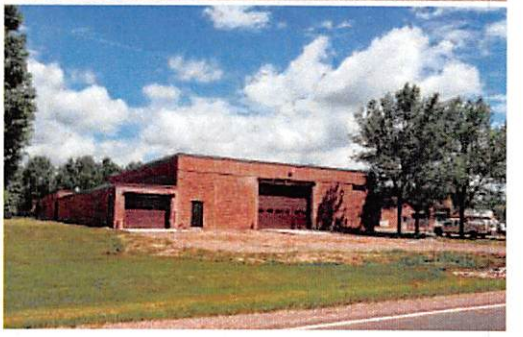

LADYSMITH DPW ARMORY CONVERSION

Ladysmith, WI

After completing a Preliminary Design Study for the reuse of an existing Armory building and yard complex, Barrientos Design was hired to provide Final Design Documents, as well as Bidding and Construction Administration for the City of Ladysmith.

Renovation to the existing Armory building included converting an Assembly/Drill Hall into a Streets vehicle parking garage with one repair bay, a Unit Storage room into Water vehicle and equipment parking garage, a Kitchen into a Mechanic's office and parts storage, and a Rifle Range into bulk storage. A new fire sprinkler system was added throughout to provide compliance with State Building codes for reuse of this building for vehicle storage and office functions together.

Completion: 2020

Client: City of Ladysmith

Contact: Kurtis Gorsenger

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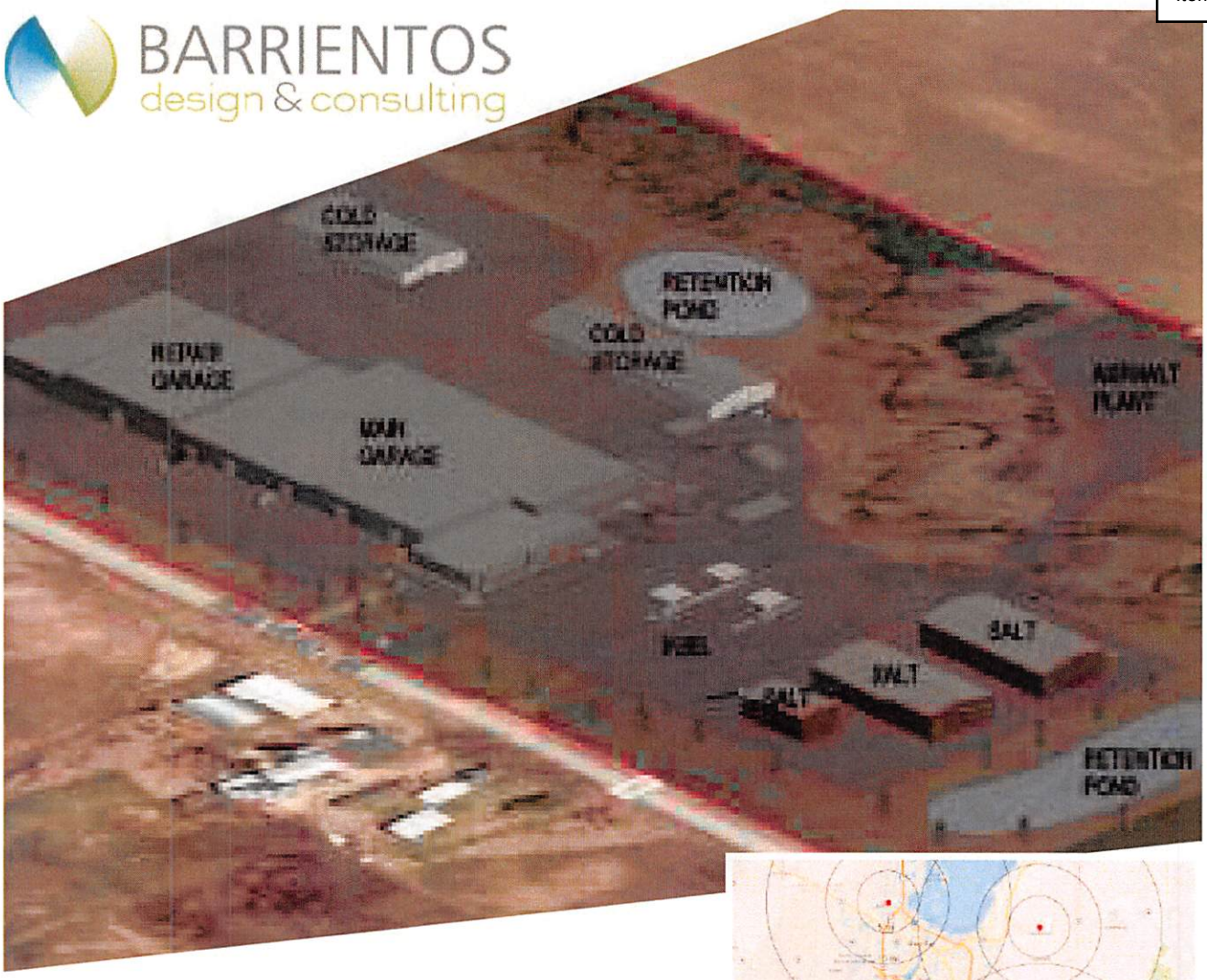
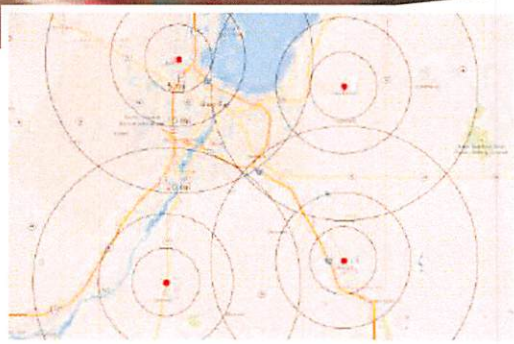


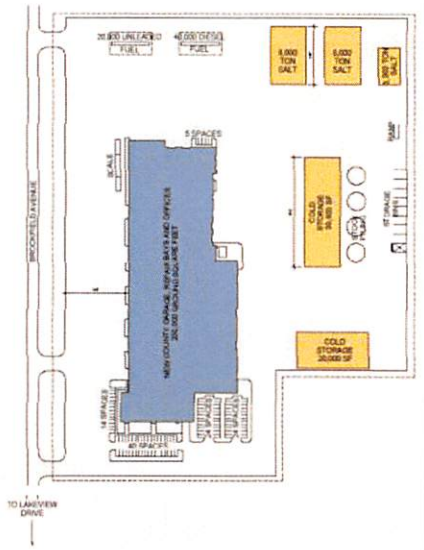


BROWN COUNTY REDEVELOPMENT/RELOCATION STUDY

Green Bay, WI

The intent of this study was to determine the optimal building and site needs for a new Public Works facility assuming a relocation effort and identify candidate sites for the new facility and then at one recommended site, provide the County with a capital budget for a completely relocated facility.

The operational groups incorporated in this new facility include: Highway Operations, Facilities Management, Parks, Land Conservation/Planning and Solid Waste. The Highway Operations' asphalt plant though is assumed to be relocated to a separate parcel.



Size: 225,000 SF

Costs: $46,000.000 Est

Completion: ongoing

Client: Brown County DPW, Doug Marsh, (920) 370-3587

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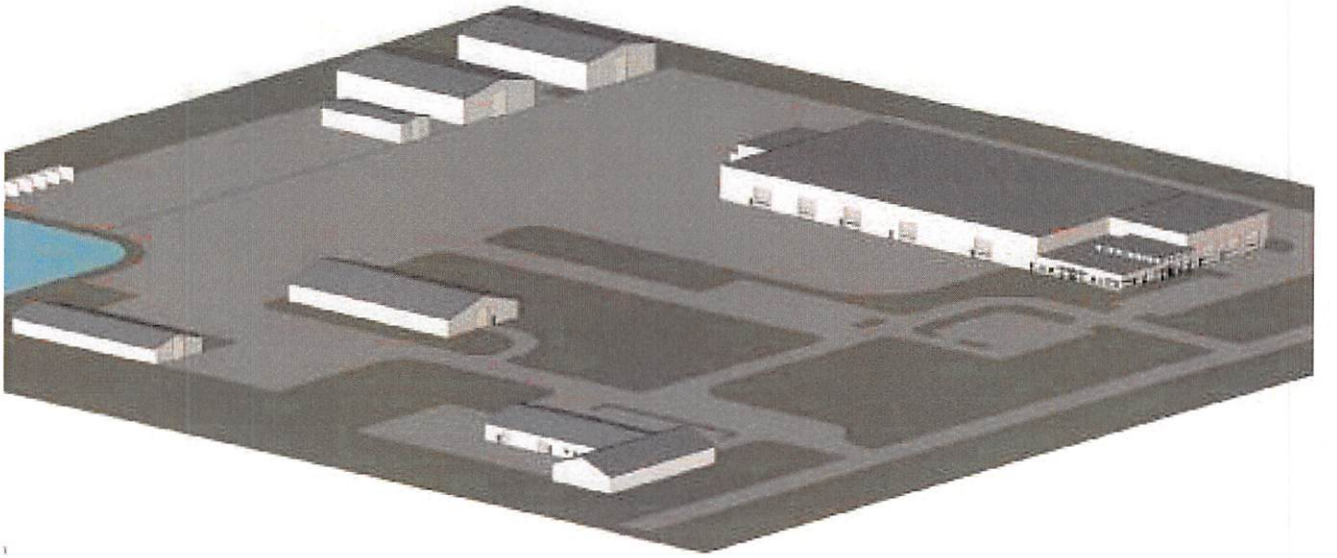

Site 3D
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FOND DU LAC COUNTY EXISTING BUILDING ANALYSIS AND SITE SELECTION STUDY

Fond du Lac, WI

Barrientos Design and Consulting was retained by Fond du Lac County to analyze the options that the Highway Department has for constructing a new main garage to replace their current undersized facility. Two options were considered for staying on and expanding the existing site in Fond du Lac. Twelve sites were looked at as possible replacement sites for the main garage with five of those being closely studied to determine a best fit for a new main garage.

A new site has been selected and we are currently completing another study before the County proceeds with the purchase of the land.

Size: 135,000

Cost: $27,000,000 Est

Completion: Preliminary Design Completed

Client: Fond du Lac County Tom Janke, 920-929-3488

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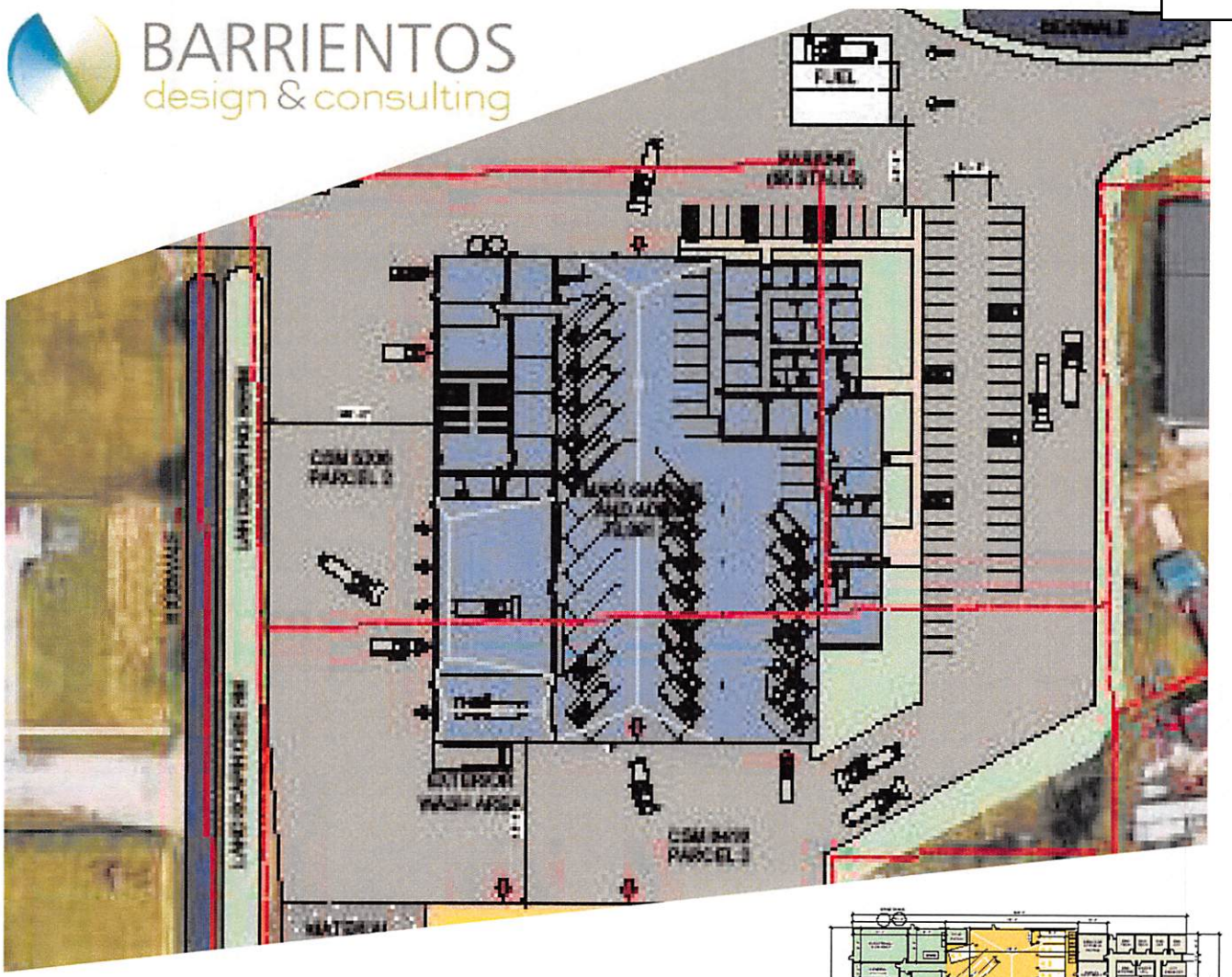

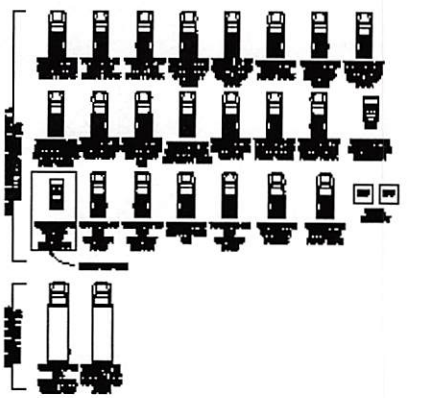

CITY OF CUDAHY PUBLIC WORKS DEPARTMENT

Cudahy, WI

The city of Cudahy hired Barrientos Design to assess both the building and yard space needs for the Public Works Department, which also encompasses the Parks Department, in order to determine the best direction for replacing their public works department. Initially, Barrientos Design analyzed current vehicle needs and employee counts, as well as factoring in future growth.

At the same time, Barrientos Design developed a concept design for the new building, using square footage counts determined by the space needs analysis. Barrientos worked extensively with the City of Cudahy to determine the best location for many offices and programmatic spaces. The garage is centered around a double-aisle heated garage, which provides parking for vehicles as well as emergency equipment.

Size:	83,000 SF
Cost:	$16,200,000 Est
Completion:	Preliminary Design Complete
Client:	Mary Jo Lange, Director of Public Works, (414) 769-2253, City of Cudahy

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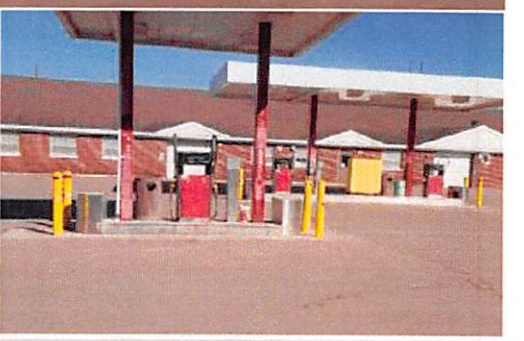
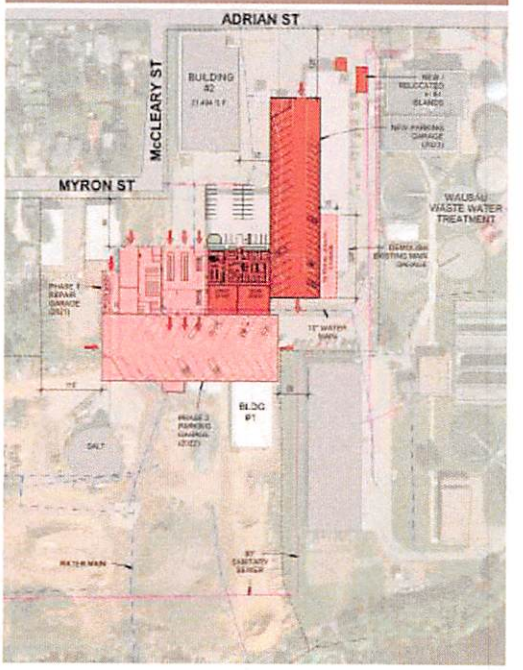


WAUSAU CITY DPW GARAGE STUDY

Wausau, WI

The focus of this study was to assess the capital costs required to maintain the City of Wausau's Department of Public Works facility over the next 10 years, and to identify the optimal spatial needs of the facility versus the current capacity. The subject facility is the main building at the DPW site. The Salt Shed and cold storage metal buildings are considered in good shape and were only briefly reviewed.

A facility condition and space needs assessment led to conceptual development of a new building and site planning at the existing site. The existing building was undersized and poorly laid for current operations. This hampered efficient parking, maneuvering, storage, and staff support. The new design options minimized the impact of new construction on current operations.



Completion: 2019

Client: City of Wausau

Contact: Ric Mohelnitzky

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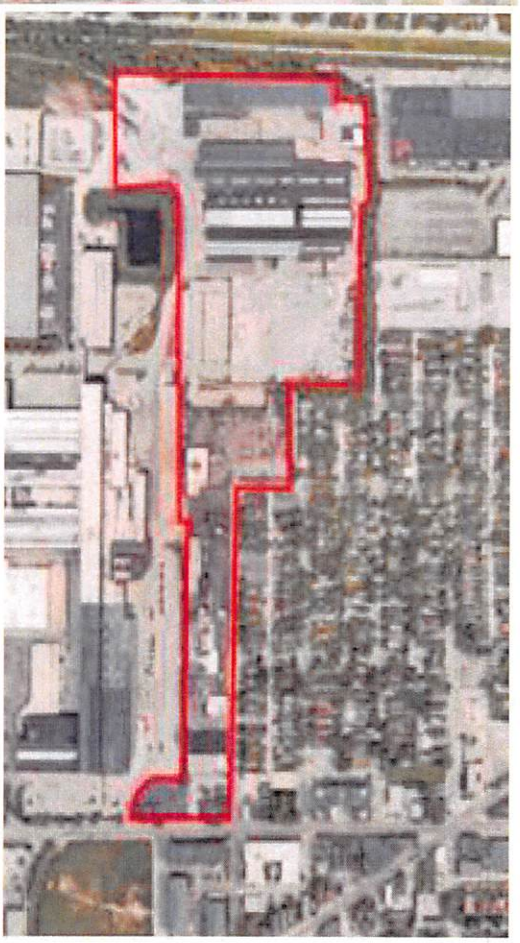

CITY OF WEST ALLIS DPW

West Allis, WI

West Allis hired Barrientos to perform facility programming and an extensive site selection study for their Department of Public Works. Our recommendation was to consolidate operations and departments (Yard, Fleet, Inventory, Buildings & Signs, Electrical, Streets & Sanitation, Utillities, and Forestry) into a 227,000 s.f. facility. We worked closely with the Fleet Supervisor to accurately program the 156 vehicles and 36 pieces of large equipment that require heated parking in order to reduce long-term maintenance cost, and more importantly, replacement costs.

Additionally, we were able to reduce several department area needs through the use of shared crew, shop, and support spaces. We determined that their ideal garage would need between 15 and 20 acres of land. We analysed 19 sites and reduced the possible candidates to 6. Ultimately, one site was recommended for construction.

Client: City of West Allis

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5. ARCHITECTURAL SCOPE OF WORK

PROJECT BACKGRUND

Sheboygan DPW and Transit have conducted various renovations and alterations over the last decade with more projects being anticipated. As these facilities near 50+ years old, many of the building systems are needing replacement and there are functional layout issues hampering operational efficiencies.

At the DPW Garage, the areas anticipating needing renovation or expansion assessment include:

1. Truck wash bay, possibly construct a new stand-alone wash bay or as an addition.
2. Repair Garage upgrades for lube reels, vehicle lifts, point source ventilation
3. Repair Garage expansion to the east
4. Concrete Shop remodel or new one
5. Increase office space into Parts Storage
6. Various other shop bay renovations or relocations
7. Balance ventilation and air pressurization
8. Public waste drop-off relocation and traffic control
9. Added cold storage buildings
10. Increase yard for material storage
11. Adding parcels from adjacent home properties
12. Fencing and gate security
13. Employee and guest parking areas
14. General traffic flow and separation of DPW vehicles from staff, public and vendors.
15. Pre-wash down pad for truck grit, mud, rocks and ice
16. Power upgrades and distribution
17. Plumbing upgrades and distribution
18. HVAC system maintenance
19. Code compliance with ADA, occupancy separations and egress
20. Life-safety compliance

The Transit Garage has conducted less renovation work than the DPW and its facilities have an equally extensive deferred maintenance backlog.

SCOPE OF RENOVATION & EXPANSION STUDY

Barrientos Design will provide architectural planning services for the assessment and development of this scope of work. Specific tasks and deliverables will be as follows.

TASK 1 – FACILITIES CONDITION ASSESSMENT

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1. Meet with City representatives to kick-off the project and confirm the scope, direction and desired outcome of the assessment
2. Reviewing existing drawings of the original building and recent renovations.
3. Create a base floor plan for planning and work identification purposes
4. Tour the Garage and Transit structures and document their facility condition through photographs and plan notations.
5. Gather data on past renovation work and costs over the past five years.
6. Identify the facilities major hinderances in executing daily functions.
7. Write up a narrative of each building system identifying repairs, replacement, maintenance or compliance needs and their costs. This will cover the following building components will be reviewed:
    a. Architectural enclosure
    b. Structural systems
    c. HVAC systems
    d. Plumbing systems
    e. Electrical systems
    f. Fixed maintenance equipment
    g. Cold storage and Yard facilities, including salt sheds, cold storage, fuel station, site and fencing.
8. Prioritize and phase renovation work over a ten-year schedule
9. Develop a cost estimate of renovation items for the next 10 years.
10. Gather City's insured value of the structures. Compare renovation costs to insured value.
11. Summarize and present data in a booklet form. Offer opinion on the value of continued investment into the building or where monies are best spent for the longevity of the building.

Survey and report limited to what is accessible and otherwise observable. Detailed life cycled costs and ROI analysis are not included.

TASKS 2 – SPACE NEEDS & CONCEPT EXPANSION PLANS

1. Interview key City staff on the operations of repairs, equipment parking, parts storage, staff support and administrative areas
2. Intake facility data on: fleet composition, major fixed equipment, parts and bulk storage, mechanics, field crew, supervisors and administration needs and equipment.
3. Meet with staff to observe the flow of operations, material and personnel. Recommend the best relationship network the rooms should have to each other.
4. Assess how the Garages can meet changing trends of: labor demographics, staff attraction and retention, workplace health and safety, shop and maintenance efficiency, infrastructure operations and maintenance changes, vehicle composition and EV shifts.

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5. Develop an Optimal Room Tabulation Program that identifies the needed space and configuration for major rooms. Compare recommended square feet against existing square feet and identify deficits of square feet.
6. Create a summary of facility deficiencies beyond square feet that covers: ceiling heights, door clearance, drive aisle clearances, equipment needs and accessibility of equipment and parts.
7. In a tabular form, summarize key facility data and capacities including number of vehicles parked, staff assignments fuel gallons stored and salt tonnage stored.
8. Future growth of the Departments' activities along with fleet and staffing changes will be explored. A percent increase in growth over the next ten years will be developed.
9. Summarize the space needs in terms of comparison to existing SF, proposed SF and recommended net increases in SF.
10. In narrative form, identify opportunities and constraints for expansion at the sites.
11. Develop concept floor and site plans indicating scope of renovation and expansion work.
12. Develop cost estimates and schedules for expansion scopes.
13. Provide a written analysis of how well the renovations and expansions meet the Garages' needs for the next 10 years.
14. Prepare a final report document and a PowerPoint presentation.
15. This report will be formatted into an 8 ½ x 11 booklet and provide a USB drive of the full report in pdf format.

TASK 3 – ADDITIONAL LAND OPTIONS & COMBINED FACILITY

1. For the DPW Garage alone at New Jersey Avenue, create up to three concept layouts assuming adjacent parcels can be purchased.
2. Create a hypothetical and optimal combined Garage facility site and building plan for use in establishing sizing criteria.
3. For a combined DPW and Transit Garage facility at New Jersey Avenue, create up to three concept site layouts assuming adjacent parcels can be purchased.

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6. SCHEDULE & WORKLOAD

STUDY SCHEDULE

Barrientos Design will provide this study over a four-month period as follows:

Task 1 – Facilities Condition Assessment: six weeks

Task 2 – Space Needs: six weeks

Task 3 – Expansion Options: four weeks

Total time 16 weeks (four months)

CURRENT WORKLOAD

With our experienced staff and specialized consultant team, Barrientos Design is fully capable of executing the scope of work in a timely manner and to a successful conclusion. On past City projects, we have always met the schedule and interim milestones allowing the client to move along steadily and per schedule.

As Principal for our company, I positively state that we the quantity and expertise of staff required to commit to your schedule and scope of work required. Moreover, we will actively monitor and organize the design schedule so everyone on the team stays informed and up to date.

Barrientos Design current backlog of work extends out three months with some of these projects winding down over the next month.

Given that two to three architects will be working on this around 50% of their time, and that we have a staff of 10 people, we foresee no problem in providing the manpower to complete the study in four months.

We also believe that the four month's period is an appropriate amount of time to cover the scale of the two facilities.

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7. PROJECT APPROACH

VALUE ADDED APPROACH & BUILDING CONSENSUS

Our design process will be thorough, deep and cognizant of what today's best industry practices are for Shops and Garages. We will start with documenting your operational mission, functional goals, staffing organization, vehicle composition, shop practices, parts inventory and controls and needs for security. We will then engage your staff at the Director, Superintendent, and Manager level for a 360 assessment of how operations best flow throughout the day. Once these broad operational issues are defined, we will intake, document and tabulate the key facility design criteria that support your mission and goals for a streamlined operation.

In the end, our planning goal will be to deliver to the City, a building and site plan that supports daily operations, captures the flow and sequence of activities, provides space that is right-sized, configured for time-efficient operations, and allows for the flexibility of change and growth. Moreover, we will pinpoint where the functions can be best grouped to share common building resources and logical workflow adjacencies.

Barrientos Design will achieve this planning rigor based on our commanding experience in the field of Garage and Shop design. We have executed designs on over 60 Garages and Shops over the last 36 years and our design professionals have consistently practiced design with this building type as well. 80% of our overall design work over these years, has been with Garages and Shops. Moreover, we have become a resource to industry associations such as APWA and the WI County Highway Association, through our professional seminars provided to organizations.

Our approach will be to first focus on the fleet and how that equipment can be best stored, accessed and maintained throughout daily operations. Following the sequence of events that occur from the start of morning staging to the loading of field equipment and then on the return of the day for unloading, washing and fueling, will provide us the essential traffic patterns needed.

The next essential element of the facility will be asset control: storage locations, loading, shelving, distribution, and proper storage environments. Large amounts of material flow in and out of yard so lining up the sequence of material movement will be documented by our team during Pre-Design. The provision for secured and personal protection equipment items will be essential to control inventory along convenient distribution to the staff.

Maintenance and preparation of the vehicles is a major and ongoing activity at shops and we will review with the staff, the best methods and practices to achieve this. From truck washing, parts washing, hydraulic hose checks, the attachment of implements, and tire pressure checking all are part of an operator's daily activity. For the mechanics on site, the selection and layout of lifts, overhead cranes, bulk-fluid reels, welders and exhaust

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systems are key to their ability to turn-over repair items efficiently.

The staff and organizational breakdown of the DPW/Transit staff will be explored as to how they are grouped, where they travel throughout the building and site during the day, who supervises them and what other groups they frequently interact with. For us, worker health and safety is paramount in a shop environment such as a Garage. The interior environment will be designed with clear walking passages, high levels of task lighting (natural and artificial), frequent air changes, slip resistant flooring, tie-off hooks where there is climbing involved, break areas free and clear of vehicles and repair activities, and locker / restroom facilities that offer privacy, storage for all assigned personal gear, and ADA accessibility.

As an expert in the design of Garages, Barrientos Design will also focus on the operational technology changes that have occurred over the last decade and impact the facility design. Many of these changes have involved different kinds of trucks and road equipment that can perform field functions more efficiently. This has resulted in most shops purchasing larger and more complex trucks that have many computerized and mechanized components. This in turn has created the need for larger parking stalls, a wider variety of vehicle parts, additional lube and oil types to be stocked, and higher levels of care and preparation needed for each truck. With your operators we will explore where the equipment technology trends are leading and what they will mean for your fleet composition.

CONTROLLING CONSTRUCTION COSTS

For most of our Garage designs we have worked with a Construction Manager as an integral part to our team. This delivery method is mutually beneficial for the City, A/E Design Team and the CM. Working through the design while getting periodic feedback on project costs allows us as a design team to pivot and value engineer parts of the project to bring it in on budget. Through our expertise in this specific project type we are well positioned to advise on building components or equipment that you do not want to sacrifice on and other areas where you can compromise in order to meet County goals.

As your trusted partner in the design of this important project we will work diligently to incorporate the needs of all departments to deliver a project that serves the City and its residents well for years to come.

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8. LEGAL & INSURANCE

LEGAL ISSUE OUTCOMES, FILED AGAINST COMPANY

Barrientos Design positively states that we have no claims filed against us by a client.

LEGAL ISSUE OUTCOMES, COMPANY FILED AGAINST CLIENT

Barrientos Design positively states that we have no claims filed against us by a client.

GENERAL LIABILITY COVERAGE

Barrientos Design maintains general business liability coverage through State Farm. Our coverage limits have always met the requirements of our past municipal clients.

PROFESSIONAL LIABILITY COVERAGE

Barrientos Design maintains professional liability insurance with AON insurance. Our coverage limits have always met the requirements of our past municipal clients.

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9. PROFESSIONAL SERVICES FEE

FEE

Barrientos Design will provide the above work for a lump sum fee $51,729.

Reimbursables will include: travel, reproductions requested and distributed to the City, governmental application fees, and land surveys.

HOURLY RATE SCHEDULE BY CLASSIFICATION

For additional services where we agree to charge on an hourly basis, our rates by classification are as follows:

1. Principal-in-Charge: $185
2. Project Manager: $136
3. Project Architect: $102
4. Design Architect: $85
5. Intern/Clerical $64

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the appropriate City officials to enter into a contract with Bodart Electric Service, Inc. for the construction of the Sheboygan CMAQ Signal Improvements.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: May 19, 2022 **MEETING DATE:** May 24, 2022

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: The City of Sheboygan currently has three, Sheboygan Common Council approved State Municipal Agreements (CMAQ) with the Wisconsin Department of Transportation. These three State Municipal Agreements are providing 80% of the funding for the upgrading of the traffic control equipment of three existing signalized road corridors in the City of Sheboygan. The three signalized road corridors are Kohler Memorial Drive, 14th Street and Taylor Drive.

The Department of Public Works developed plans and specifications so that a contractor can be hired for the installation of the new traffic control equipment for the three road corridors as listed above.

STAFF COMMENTS: One bid was received for the installation of the new traffic control equipment.

- Bodart Electric Service, Inc. $869,822.75

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 15-22-23 authorizing the appropriate City officials to enter into a contract with Bodart Electric Service, Inc. for the construction of the Sheboygan CMAQ Signal Improvements.

ATTACHMENTS:

I. Res. No. 15-22-23
II. Bodart Electric Service, Inc. Agreement

III

Res. No. 15 - 22 - 23. By Alderpersons Dekker and Perrella.
May 16, 2022.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Bodart Electric Service, Inc. for the construction of the Sheboygan CMAQ Signal Improvements.

WHEREAS, the City of Sheboygan has advertised for bids to construct the Sheboygan CMAQ Signal Improvements (the "Project"); and

WHEREAS, one bid was received in response to that advertisement; and

WHEREAS, the low bid was from Bodart Electric Service, Inc. for $869,822.75; and

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

WHEREAS, pursuant to Res. No. 486—93—94, a Declaration of Official Intent to reimburse expenditures related to the Project has been completed.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached agreement with Bodart Electric Service, Inc. for the construction of the Project.

Public Works

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from the following accounts upon the agreement being fully executed by all parties, to pay for the construction done pursuant to the agreement:

Account #40033140-631200 (Street Improvements)	$481,062.75
Account #48033140-631200 (Street Improvements)	$388,760.00

_____

_____

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

Dated _____ 20 . _____, City Clerk

Approved _____ 20 . _____, Mayor

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

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and Bodart Electric Service, Inc. ("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: municipal street and utility construction.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Project ID 4291-00-71 Taylor Drive Traffic Flow Improvement, Superior Ave to Indiana Ave; Project ID 4640-01-72 STH 28 Traffic Flow Improvement, North Avenue to Indiana Avenue; and Project ID 4650-02-71 STH 26 Traffic Flow Improvement, South Taylor Drive – North 9th Street, City Bid Number: 2463-22

2.02 City of Sheboygan Resolution: {Resolution Number}

ARTICLE 3 – ENGINEER

3.01 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.

3.02 The Designer of the project is JT Engineering, Inc.

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 November 1, 2022 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 Contract Times, as duly modified. 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.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

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.

C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

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 Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) as stated in Contractor's Bid, attached hereto as an exhibit.

B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

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 the third Wednesday of the 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.

6.04 *Interest*

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

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement.

2. Bonds:

a. Performance.

b. Payment bond.

3. Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).

4. Drawings as listed in the table of contents of the drawings (copy of list attached and incorporated by reference).

5. Addenda (not attached but incorporated by reference)

a. None.

6. Exhibits to this Agreement (enumerated as follows):

a. Contractor's Bid consisting of 1 page.

7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

a. Notice to Proceed,

b. Work Change Directives,

c. Change Orders,

d. Field Order,

e. Task Orders.

8. All other federal requirements related to this project, which may not be attached but are incorporated by reference, including but not limited to:

a. Federal labor Provisions (HUD 4010)

b. Federal Wage Determinations

c. Affirmative Action Requirements

d. Equal Opportunity Clause

e. Contract requirements as identified in section 00 43 43

B. The Contract Documents listed in Paragraph 7.01.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 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8 – ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

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

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. 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 Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. 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.

8. 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.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. 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.

8.02 *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 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything 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.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), 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:
City of Sheboygan

By: _____
(signature)
Name, Title: Ryan Sorenson, Mayor

Date: _____

Attest:

By: _____
(signature)
Name, Title: Meredith DeBruin, City Clerk

Date: _____

Signatures authorized pursuant to Res. ___-21-22.

Address for giving notices:
City of Sheboygan – Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081

CONTRACTOR:
Bodart Electric Service, Inc.

By: _____
(signature)
Name, Title: _____
(printed)

Date: _____

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

Address for giving notices:

_____

_____

_____

Approved as to form and Execution:

By: _____
(signature)
Name, Title: Charles C. Adams, City Attorney

Date: _____

PROJECT MANUAL					
CITY OF SHEBOYGAN PUBLIC WORKS	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Table of Contents		
		Section:	00 01 10		
		Bid Number:	2463-22	Page:	1 of 2

Project ID 4291-00-71
Taylor Dr Traffic Flow Impr.
Superior Ave to Indian Ave

Project ID 4640-01-72
STH 28 Traffic Flow Impr.
North Ave to Indian Ave

Project ID 4650-02-71
STH 23 Traffic Flow Impr.
South Taylor Dr – North 9th St

PROJECT MANUAL

CITY OF SHEBOYGAN PUBLIC WORKS	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Table of Contents		
		Section:	00 01 10		
		Bid Number:	2463-22	Page:	2 of 2

TAYLOR DR TRAFFIC FLOW IMPROVEMENT

SUPERIOR AVE - INDIANA AVE
NON HWY
SHEBOYGAN COUNTY

STATE PROJECT NUMBER
4291-00-71

FEDERALLY FUNDED PROJECT

STH 28 TRAFFIC FLOW IMPROVEMENT

NORTH AVE - INDIANA AVE
NON HWY
SHEBOYGAN COUNTY

STATE PROJECT NUMBER
4640-01-72

FEDERALLY FUNDED PROJECT

STH 23 TRAFFIC FLOW IMPROVEMENT

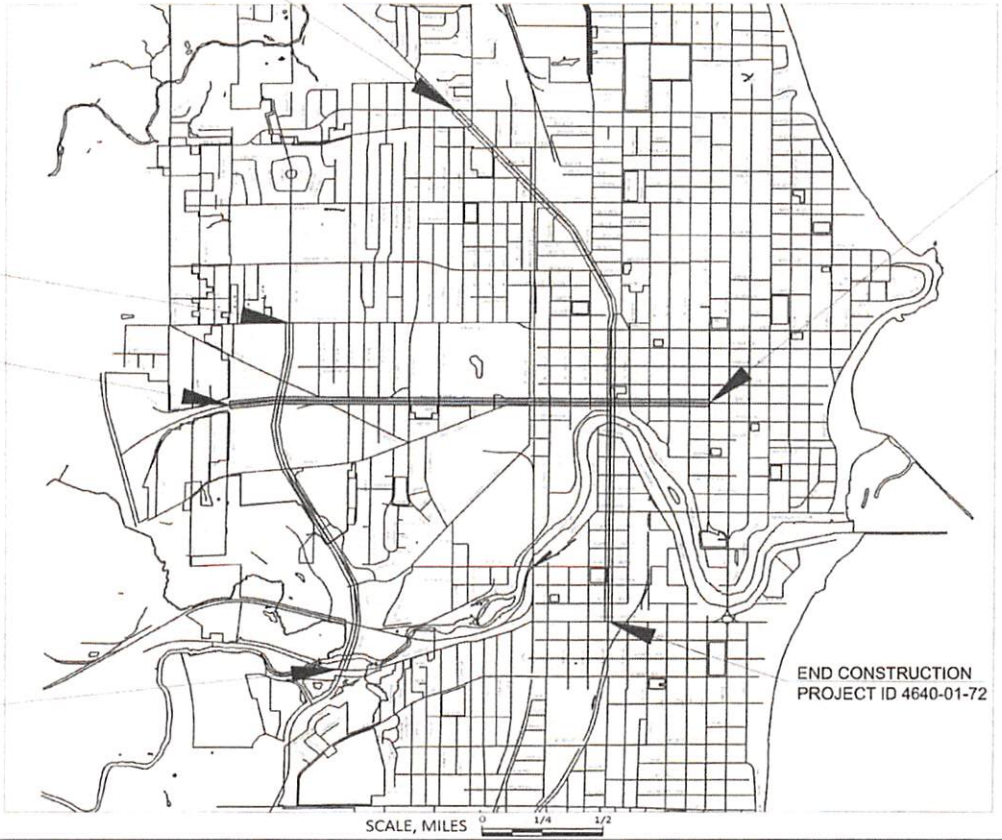
S TAYLOR DR - N 9TH ST
NON HWY
SHEBOYGAN COUNTY

STATE PROJECT NUMBER
4650-02-71

FEDERALLY FUNDED PROJECT

N

BEGIN CONSTRUCTION
PROJECT ID 4640-01-72



END CONSTRUCTION
PROJECT ID 4650-02-71

BEGIN CONSTRUCTION
PROJECT ID 4291-00-72

BEGIN CONSTRUCTION
PROJECT ID 4650-02-71

INDEX

END CONSTRUCTION
PROJECT ID 4291-00-72

END CONSTRUCTION
PROJECT ID 4640-01-72

SCALE, MILES 0 1/4 1/2

DBE PERCENTAGE: 0%

ACCEPTED FOR
CITY OF SHEBOYGAN
Date 2-24-22 [Signature and Title of Official]

ORIGINAL PREPARED BY
WISCONSIN
MURRAY R.
GLEN
36246-006
GREEN BAY, WI
PROFESSIONAL ENGINEER
DATE 2/23/22 [Signature]

CITY OF SHEBOYGAN SIGNALS
SHEBOYGAN COUNTY, WISCONSIN

jt ENGINEERING, INC Consultant Services
1077 CENTENNIAL CENTRE BLVD.
HOBART, IN 54155
PHONE: 920.486.4771

PLOT BY : JIM PAVELSKI

FILE NAME : X:\PROJECTS\SHEBOYGAN\190054 SHEBOYGAN CMAQ\DESIGN\C3D\SHEETSPLAN\210101_TT.DWG

CMAQ Signal Improvements (#8085825)
Owner: Sheboygan WI, City of
Solicitor: Sheboygan WI, City of
03/29/2022 02:00 PM CDT

						Bodart Electric Service, Inc	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
COS							
	1	204.0155	Removing Concrete Sidewalk	SY	25	$50.00	$1,250.00
	2	204.0195	Removing Concrete Bases	EACH	8	$250.00	$2,000.00
	3	602.041	Concrete Sidewalk 5-Inch	SF	220	$20.00	$4,400.00
	4	619.1	Mobilization	EACH	3	$30,500.00	$91,500.00
	5	634.0811	Posts Tubular Steel 2x2-Inch X 11-FT	EACH	1	$275.00	$275.00
	6	637.221	Signs Type II Reflective H	SF	10.25	$30.00	$307.50
	7	637.223	Signs Type II Reflective F	SF	14.14	$35.00	$494.90
	8	638.2102	Moving Signs Type II	EACH	2	$250.00	$500.00
	9	638.2602	Removing Signs Type II	EACH	2	$250.00	$500.00
	10	652.0225	Conduit Rigid Nonmetallic Schedule 40 2-Inch	LF	130	$10.00	$1,300.00
	11	652.0235	Conduit Rigid Nonmetallic Schedule 40 3-Inch	LF	80	$12.00	$960.00
	12	652.0605	Conduit Special 2-Inch	LF	75	$30.00	$2,250.00
	13	653.0905	Removing Pull Boxes	EACH	2	$250.00	$500.00
	14	653.0164	Pull Boxes Non-Conductive 24x42-Inch	EACH	3	$1,750.00	$5,250.00
	15	654.0102	Concrete Bases Type 2	EACH	5	$975.00	$4,875.00
	16	654.0217	Concrete Control Cabinet Bases Type 9 Special	EACH	3	$1,750.00	$5,250.00
	17	655.023	Cable Traffic Signal 5-14 AWG	LF	11580	$1.82	$21,075.60
	18	655.024	Cable Traffic Signal 7-14 AWG	LF	4475	$2.02	$9,039.50
	19	655.026	Cable Traffic Signal 12-14 AWG	LF	23175	$2.99	$69,293.25
	20	655.027	Cable Traffic Signal 15-14 AWG	LF	2340	$4.25	$9,945.00
	21	655.028	Cable Traffic Signal 19-14 AWG	LF	410	$4.75	$1,947.50
	22	655.0515	Electrical Wire Traffic Signals 10 AWG	LF	25090	$0.95	$23,835.50
	23	655.0305	Cable Type UF 2-12 AWG Grounded	LF	7265	$1.60	$11,624.00
	24	657.0255	Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	EACH	7	$450.00	$3,150.00
	25	657.031	Poles Type 3	EACH	7	$2,995.00	$20,965.00
	26	657.0315	Poles Type 4	EACH	2	$1,822.00	$3,644.00
	27	657.0585	Trombone Arms 15-FT	EACH	1	$1,340.00	$1,340.00
	28	657.059	Trombone Arms 20-FT	EACH	1	$1,431.00	$1,431.00
	29	657.0715	Luminaire Arms Truss Type 4 1/2-Inch Clamp 15-FT	EACH	2	$570.00	$1,140.00
	30	658.0173	Traffic Signal Face 3S 12-Inch	EACH	7	$680.00	$4,760.00
	31	658.0412	Pedestrian Signal Face 12-Inch	EACH	2	$935.00	$1,870.00
	32	658.0416	Pedestrian Signal Face 16-Inch	EACH	2	$505.00	$1,010.00
	33	670.01	Field System Integrator	LS	3	$4,195.00	$12,585.00
	34	670.02	ITS Documentation	LS	3	$4,195.00	$12,585.00
	35	678.05	Communication System Testing	LS	3	$4,195.00	$12,585.00
	36	678.04	Fiber Optic Termination	EACH	68	$200.00	$13,600.00
	37	SPV.0060.01	Salvage and Reinstall Existing Signal Equipment on New Pole	EACH	1	$2,750.00	$2,750.00
	38	SPV.0060.02	Radio Antenna	EACH	15	$4,750.00	$71,250.00
	39	SPV.0060.03	Ethernet Switch	EACH	25	$2,295.00	$57,375.00
	40	SPV.0060.04	Fiber Optic Termination Panel	EACH	18	$1,495.00	$26,910.00
	41	SPV.0060.05	Install Traffic Signal Control Cabinet	EACH	19	$3,750.00	$71,250.00
	42	SPV.0060.06	Install Gridsmart Video Detection System	EACH	18	$3,750.00	$67,500.00
	43	SPV.0060.07	Intall Extra Gridsmart Video Detection Camera	EACH	2	$3,750.00	$7,500.00
	44	SPV.0060.08	Removing Traffic Signal Unit	EACH	5	$1,750.00	$8,750.00
	45	SPV.0090.01	Procure and Install Fiber Optic Cable Outdoor Plant 6-Ct	LF	26400	$4.00	$105,600.00
	46	SPV.0105.01	Traffic Control - Taylor Dr Corridor	LS	1	$26,500.00	$26,500.00
	47	SPV.0105.02	Traffic Control - 14th St Corridor	LS	1	$24,000.00	$24,000.00
	48	SPV.0105.03	Traffic Control - STH 23 Corridor	LS	1	$24,000.00	$24,000.00
	49	SPV.0105.04	Erosion Control & Restoration - Taylor Dr Corridor	LS	1	$5,800.00	$5,800.00
	50	SPV.0105.05	Erosion Control & Restoration - 14th St Corridor	LS	1	$5,800.00	$5,800.00
	51	SPV.0105.06	Erosion Control & Restoration - STH 23 Corridor	LS	1	$5,800.00	$5,800.00
Total							$869,822.75

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution informing the Wisconsin Department of Natural Resources (WDNR) that the 2021 Compliance Maintenance Annual Report (CMAR) has been reviewed.

REPORT PREPARED BY: Steve Jossart, Superintendent of Wastewater

REPORT DATE: May 5, 2022 **MEETING DATE:** May 24, 2022

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

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

STAFF COMMENTS: The Sheboygan Wastewater Treatment Plant received an “A” grade for all areas of the report for 2021. Items we are focused on to maintain a perfect score for 2022 include, continued improvement of our sanitary sewer collection system and overall improvement of wastewater plant and lift station reliability.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 19-22-23 informing the Wisconsin Department of Natural Resources (WDNR) that the 2021 Compliance Maintenance Annual Report (CMAR) has been reviewed.

ATTACHMENTS:

I. Res. No. 19-22-23
II. Sheboygan Regional WWTP 2021 CMAR

III

Res. No. 19 - 22 - 23. By Alderpersons Dekker and Perrella. May 16, 2022.

A RESOLUTION informing the Wisconsin Department of Natural Resources (WDNR) that the 2021 Compliance Maintenance Annual Report (CMAR) has been reviewed.

RESOLVED: That the City of Sheboygan hereby informs the WDNR that the Common Council has reviewed the 2021 CMAR, which is attached to this resolution.

BE IT FURTHER RESOLVED: That the Sheboygan Regional Wastewater Treatment Facility received an "A" grade for each section of the 2021 CMAR.

BE IT FURTHER RESOLVED: That the 2021 CMAR be accepted and placed on file.

_____

_____

Public Works

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: 5/9/2022 Reporting For: **2021**

Influent Flow and Loading

1. Monthly Average Flows and BOD Loadings

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

Influent No. 701	Influent Monthly Average Flow, MGD	x	Influent Monthly Average BOD Concentration mg/L	x	8.34	=	Influent Monthly Average BOD Loading, lbs/day
January	9.1294	x	201	x	8.34	=	15,299
February	8.8106	x	189	x	8.34	=	13,851
March	12.0421	x	131	x	8.34	=	13,204
April	10.5718	x	154	x	8.34	=	13,542
May	10.7151	x	166	x	8.34	=	14,795
June	9.8631	x	175	x	8.34	=	14,414
July	11.4246	x	154	x	8.34	=	14,662
August	10.9131	x	172	x	8.34	=	15,655
September	9.5219	x	198	x	8.34	=	15,755
October	8.9691	x	189	x	8.34	=	14,163
November	8.2332	x	214	x	8.34	=	14,723
December	8.2522	x	227	x	8.34	=	15,653

2. Maximum Monthly Design Flow and Design BOD Loading

2.1 Verify the design flow and loading for your facility.

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

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

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

0

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: 5/9/2022 Reporting For: **2021**

3. Flow Meter

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

● Yes Enter last calibration date (MM/DD/YYYY) 2021-08-12

○ No

If No, please explain:

4. Sewer Use Ordinance

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

● Yes

○ No

If No, please explain:

4.2 Was it necessary to enforce the ordinance?

○ Yes

● No

If Yes, please explain:

5. Septage Receiving

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

Septic Tanks	Holding Tanks	Grease Traps
● Yes	● Yes	○ Yes
○ No	○ No	● No

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

Septic Tanks

● Yes 510078 gallons

○ No

Holding Tanks

● Yes 4905550 gallons

○ No

Grease Traps

○ Yes 0 gallons

● No

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

Plant performance was unaffected as a result of receiving these wastes.

6. Pretreatment

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

○ Yes

● No

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

N/A

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

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: 5/9/2022 Reporting For: **2021**

- (●) Yes
- ( ) No

If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes.

We received industrial dairy wastes and process was unaffected.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	**A**

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: 5/9/2022 Reporting For: **2021**

Effluent Quality and Plant Performance (BOD/CBOD)

1. Effluent (C)BOD Results

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

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit > 10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	25	22.5	3	1	0	0
February	25	22.5	4	1	0	0
March	25	22.5	3	1	0	0
April	25	22.5	3	1	0	0
May	25	22.5	3	1	0	0
June	25	22.5	2	1	0	0
July	25	22.5	2	1	0	0
August	25	22.5	2	1	0	0
September	25	22.5	4	1	0	0
October	25	22.5	3	1	0	0
November	25	22.5	3	1	0	0
December	25	22.5	3	1	0	0
* Equals limit if limit is <= 10						
Months of discharge/yr				12		
Points per each exceedance with 12 months of discharge					7	3
Exceedances					0	0
Points					0	0
Total number of points						**0**

0

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

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

N/A

2. Flow Meter Calibration

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

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

● No

If No, please explain:

We do not have an effluent flow meter.

3. Treatment Problems

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

There were no issues with treatment during 2021.

4. Other Monitoring and Limits

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

o Yes

● No

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: 5/9/2022 Reporting For: **2021**

If Yes, please explain:

4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test?

- o Yes
- ● No

If Yes, please explain:

4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity?

- o Yes
- o No
- ● N/A

Please explain unless not applicable:

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	**A**

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: 5/9/2022 Reporting For: **2021**

Effluent Quality and Plant Performance (Total Suspended Solids)

1. Effluent Total Suspended Solids Results

1.1 Verify the following monthly average effluent values, exceedances, and points for TSS:

Outfall No. 001	Monthly Average Limit (mg/L)	90% of Permit Limit >10 (mg/L)	Effluent Monthly Average (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance	
January	30	27	4	1	0	0	
February	30	27	5	1	0	0	
March	30	27	4	1	0	0	
April	30	27	4	1	0	0	
May	30	27	4	1	0	0	
June	30	27	2	1	0	0	
July	30	27	4	1	0	0	
August	30	27	2	1	0	0	
September	30	27	3	1	0	0	
October	30	27	4	1	0	0	
November	30	27	4	1	0	0	0
December	30	27	4	1	0	0	
* Equals limit if limit is <= 10							
Months of Discharge/yr				12			
Points per each exceedance with 12 months of discharge:					**7**	**3**	
Exceedances					0	0	
Points					0	0	
Total Number of Points						**0**	

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

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

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

N/A

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	**A**

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Sheboygan Wastewater Treatment Plant

Last Updated: 5/9/2022 Reporting For: **2021**

Effluent Quality and Plant Performance (Ammonia - NH3)

1. Effluent Ammonia Results

1.1 Verify the following monthly and weekly average effluent values, exceedances and points for ammonia

Outfall No. 001	Monthly Average NH3 Limit (mg/L)	Weekly Average NH3 Limit (mg/L)	Effluent Monthly Average NH3 (mg/L)	Monthly Permit Limit Exceedance	Effluent Weekly Average for Week 1	Effluent Weekly Average for Week 2	Effluent Weekly Average for Week 3	Effluent Weekly Average for Week 4	Weekly Permit Limit Exceedance
January									
February									
March									
April	23		3.517	0					
May									
June									
July									
August									
September									
October									
November	23		8.58	0					
December	23		3.168	0					

Points per each exceedance of Monthly average:	10
Exceedances, Monthly:	0
Points:	0
Points per each exceedance of weekly average (when there is no monthly average):	2.5
Exceedances, Weekly:	0
Points:	0
Total Number of Points	**0**

NOTE: Limit exceedances are considered for monthly OR weekly averages but not both. When a monthly average limit exists it will be used to determine exceedances and generate points. This will be true even if a weekly limit also exists. When a weekly average limit exists and a monthly limit does not exist, the weekly limit will be used to determine exceedances and generate points.

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

N/A

0

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	**A**

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: 5/9/2022 Reporting For: **2021**

Effluent Quality and Plant Performance (Phosphorus)

1. Effluent Phosphorus Results

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

Outfall No. 001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	.9	0.323	1	0
February	.9	0.284	1	0
March	.9	0.317	1	0
April	.9	0.220	1	0
May	.9	0.255	1	0
June	.9	0.225	1	0
July	.9	0.355	1	0
August	.9	0.384	1	0
September	.9	0.375	1	0
October	.9	0.403	1	0
November	.9	0.364	1	0
December	.9	0.318	1	0
Months of Discharge/yr			12	
Points per each exceedance with 12 months of discharge:				**10**
Exceedances				0
Total Number of Points				**0**

0

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

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

N/A

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	**A**

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: 5/9/2022 Reporting For: **2021**

Biosolids Quality and Management

1. Biosolids Use/Disposal

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

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

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

1.1.1 If you checked Other, please describe:

Biosolids are sold to an outside contractor for use as a soil conditioner.

3. Biosolids Metals

Number of biosolids outfalls in your WPDES permit:

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

Outfall No. 004 - EQ Dried Sludge - Dryer

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41			7.3												0	0
Cadmium		39			.96												0	0
Copper		1500			420												0	0
Lead		300			22.3												0	0
Mercury		17			.24												0	0
Molybdenum	60		75		10.1											0		0
Nickel					24.2											0		0
Selenium					<1.3											0		0
Zinc		2800			646												0	0

Outfall No. 005 - EQ Dried Sludge - Silo

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75				6.8		5.2		4.8	6.1		6.6			0	0
Cadmium		39	85				.92		.73		.75	.93		.91			0	0
Copper		1500	4300				461		429		410	400		434			0	0
Lead		300	840				24.4		22.4		28	31.2		29.3			0	0
Mercury		17	57				.19		.25		.36	.52		.46			0	0
Molybdenum	60		75				11.1		9.4		10.4	10.7		14.7		0		0
Nickel	336		420				27.1		25.1		26.9	27.1		29.3		0		0
Selenium	80		100				3.8		4		4.9	<2.5		5.2		0		0
Zinc		2800	7500				694		623		679	659		789			0	0

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

Exceedence Points

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

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

- ○ Yes

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: 5/9/2022 Reporting For: **2021**

○ No (10 points) ● N/A - Did not exceed limits or no HQ limit applies (0 points) ○ N/A - Did not land apply biosolids until limit was met (0 points) 3.1.3 Number of times any of the metals exceeded the ceiling limits = 0 Exceedence Points ● 0 (0 Points) ○ 1 (10 Points) ○ > 1 (15 Points) 3.1.4 Were biosolids land applied which exceeded the ceiling limit? ○ Yes (20 Points) ● No (0 Points) 3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken? Has the source of the metals been identified? N/A	**0**

4. Pathogen Control (per outfall):

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

Outfall Number:	**004**
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	01/01/2021 - 02/28/2021
Density:	64
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Exceptional quality Sludge from the sludge Dryer

Outfall Number:	**004**
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	03/01/2021 - 04/30/2021
Density:	2
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Dried Biosolids - Dryer

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: 5/9/2022 Reporting For: **2021**

Outfall Number:	**004**
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	05/01/2021 - 06/30/2021
Density:	19
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process

Outfall Number:	**004**
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	07/01/2021 - 08/31/2021
Density:	1
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process

Outfall Number:	**004**
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	09/01/2021 - 10/31/2021
Density:	3
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process.

Outfall Number:	**004**
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	11/01/2021 - 12/31/2021
Density:	3
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Heat Drying utilizing Biosolids Dryer

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: 5/9/2022 Reporting For: **2021**

Outfall Number:	**005**
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	03/01/2021 - 04/30/2021
Density:	2
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Dried Biosolids - Silo

Outfall Number:	**005**
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	05/01/2021 - 06/30/2021
Density:	20
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process

Outfall Number:	**005**
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	07/01/2021 - 08/31/2021
Density:	1
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process

Outfall Number:	**005**
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	09/01/2021 - 10/31/2021
Density:	3
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Biosolids dried using heat drying process.

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: 5/9/2022 Reporting For: **2021**

Outfall Number:	**005**
Biosolids Class:	A
Bacteria Type and Limit:	Fecal Coliform
Sample Dates:	11/01/2021 - 12/31/2021
Density:	15
Sample Concentration Amount:	MPN/G TS
Requirement Met:	Yes
Land Applied:	Yes
Process:	Heat Drying
Process Description:	Heat Drying utilizing Biosolids Dryer

0

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

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

- ○ Yes (40 Points)
- ● No

If yes, what action was taken?

5. Vector Attraction Reduction (per outfall):

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

Outfall Number:	**004**
Method Date:	02/22/2021
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	97

Outfall Number:	**005**
Method Date:	04/12/2021
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	98.50

Outfall Number:	**005**
Method Date:	06/14/2021
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	98.10

Compliance Maintenance Annual Report

Sheboygan Wastewater Treatment Plant

Last Updated: 5/9/2022 Reporting For: **2021**

Outfall Number:	**005**
Method Date:	08/16/2021
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	97.60

Outfall Number:	**005**
Method Date:	09/20/2021
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	100

Outfall Number:	**005**
Method Date:	11/02/2021
Option Used To Satisfy Requirement:	Drying With Unstabilized Solids
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	>90
Results (if applicable):	95

0

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

- ○ Yes (40 Points)
- ● No

If yes, what action was taken?

6. Biosolids Storage

6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?

- ● >= 180 days (0 Points)
- ○ 150 - 179 days (10 Points)
- ○ 120 - 149 days (20 Points)
- ○ 90 - 119 days (30 Points)
- ○ < 90 days (40 Points)
- ○ N/A (0 Points)

0

6.2 If you checked N/A above, explain why.

7. Issues

7.1 Describe any outstanding biosolids issues with treatment, use or overall management:

No outstanding issues were encountered in 2021.

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Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	**A**

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Staffing and Preventative Maintenance (All Treatment Plants)

1. Plant Staffing

1.1 Was your wastewater treatment plant adequately staffed last year?

- ● Yes
- o No

If No, please explain:

N/A

Could use more help/staff for:

N/A

1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping?

- ● Yes
- o No

If No, please explain:

N/A

2. Preventative Maintenance

2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items?

- ● Yes (Continue with question 2) ☐☐
- o No (40 points)☐☐

If No, please explain, then go to question 3:

2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment?

- ● Yes
- o No (10 points)

2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly?

- ● Yes
  - o Paper file system
  - ● Computer system
  - o Both paper and computer system
- o No (10 points)

0

3. O&M Manual

3.1 Does your plant have a detailed O&M and Manufacturer Equipment Manuals that can be used as a reference when needed?

- ● Yes
- o No

4. Overall Maintenance /Repairs

4.1 Rate the overall maintenance of your wastewater plant.

- o Excellent
- ● Very good
- o Good
- o Fair
- o Poor

Describe your rating:

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Replaced 2 clarifier drives, screening controls were added, rebuilt 1 influent screen, rebuilt 2 raw pumps. We continue to rebuild our critical equipment to improve overall plant reliability.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	**A**

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Operator Certification and Education

1. Operator-In-Charge

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

- ● Yes (0 points)
- ○ No (20 points)

Name: STEVEN B JOSSART

Certification No: 12990

0

2. Certification Requirements

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

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

2.2 Was the operator-in-charge certified at the appropriate level and subclass(es) to operate this plant? (Note: Certification in subclass SS is required 5 years after permit reissuance.)

- ● Yes (0 points)
- ○ No (20 points)

0

3. Succession Planning

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

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

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

0

4. Continuing Education Credits

4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates?

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OIT and Basic Certification:
- o Averaging 6 or more CECs per year.
- o Averaging less than 6 CECs per year.

Advanced Certification:
- ● Averaging 8 or more CECs per year.
- o Averaging less than 8 CECs per year.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	**A**

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Financial Management

1. Provider of Financial Information

Name: Kaitlyn Krueger

Telephone: 920-459-3440 (XXX) XXX-XXXX

E-Mail Address (optional): Kaitlyn.Krueger@sheboyganwi.gov

2. Treatment Works Operating Revenues

2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?

- ● Yes (0 points) ☐☐
- ○ No (40 points)

If No, please explain: N/A

2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?

Year: 2021

- ● 0-2 years ago (0 points) ☐☐
- ○ 3 or more years ago (20 points)☐☐
- ○ N/A (private facility)

2.3 Did you have a special account (e.g., CWFP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?

- ● Yes (0 points)
- ○ No (40 points)

0

REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]

3. Equipment Replacement Funds

3.1 When was the Equipment Replacement Fund last reviewed and/or revised?

Year: 2021

- ● 1-2 years ago (0 points)☐☐
- ○ 3 or more years ago (20 points)☐☐
- ○ N/A

If N/A, please explain: N/A

3.2 Equipment Replacement Fund Activity

3.2.1 Ending Balance Reported on Last Year's CMAR		$ 1,865,340.12
3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)		$ 0.00
3.2.3 Adjusted January 1st Beginning Balance		$ 1,865,340.12
3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)	+	$ 109,859.48

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3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*) - $ 0.00

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year $ 1,975,199.60

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

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

N/A

3.3 What amount should be in your Replacement Fund? $ 1,975,199.60

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

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

- ● Yes
- ○ No

If No, please explain.

4. Future Planning

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

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

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Replacing/refurbishing the last primary and secondary clarifier drives. The plan is to replace each clarifier drive over the course of the next 1 - 2 years.	225000	2023
2	Fine bubble diffuser system maintenance and aeration basin repairs. The scope will also include the replacement of the beams supporting the walls in the anoxic and anerobic zones.	900000	2023
3	Sanitary Sewer Lining Projects. The city of Sheboygan is setting aside money annually to line sanitary sewers in conjunction with street replacement projects over the next five years. The estimated cost is the total cost of the work over the next five years.	5000000	2027
4	Replacement aeration blower.	375000	2025
5	Update 6th and Pershing Lift Station. The lift station will be painted and the controls and electrical will be upgraded.	125000	2023
6	Paint Indiana Lift Station. The lift station cans will be cleaned and painted.	100000	2024
7	Bleach and Bisulfite Tank Replacement	250000	2024
8	Administrative Building HVAC Controls and air conditioning unit. The Admin building will be broken up into zones and the heating and air conditioning controls will be updated along with replacement of the air conditioning unit.	5500000	2024
9	Ferric Chloride Tank Replacement	150000	2025
10	Grit System Modifications. Baffles will be installed in the pista grit to improve both low and high flow performance.	125000	2025
11	Replace heat exchangers for the anaerobic digesters.	400000	2023

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12	Final Effluent Pumping system replacement	75000	2023
13	Dryer Maintenance beams installation	75000	2023
14	North Avenue lift station generator control upgrades	40000	2024
15	North Avenue lift station controls upgrade	50000	2025
16	Replace north entrance gates to treatment plant	50000	2025
17	Paint North Avenue lift station	100000	2025
18	Administration Building roof replacement	550000	2026
19	Indiana Avenue lift station isolation wet well	450000	2026
20	Kentucky Avenue lift station upgrade	3400000	2027
21	Replace Influent building roof	450000	2027

5. Financial Management General Comments

Rates have been adequate to support the plant and capital project plans.

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

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

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations: 5

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	53,344	387
February	54,545	603
March	59,628	248
April	60,811	96
May	45,166	38
June	46,142	2
July	54,286	0
August	44,735	0
September	41,267	0
October	40,658	13
November	36,627	109
December	45,371	427
Total	**582,580**	**1,923**
Average	**48,548**	**214**

6.1.2 Comments:

N/A

6.2 Energy Related Processes and Equipment

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

- ☒ Comminution or Screening
- ☒ Extended Shaft Pumps
- ☒ Flow Metering and Recording
- ☐ Pneumatic Pumping
- ☒ SCADA System

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☐ Self-Priming Pumps
☐ Submersible Pumps
☒ Variable Speed Drives
☐ Other:

6.2.2 Comments:

N/A

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

○ No
● Yes

Year: 2005

By Whom: Focus on Energy

Describe and Comment:

We are presently working with Focus on Energy and the Department of Energy Better Plants Program to identify projects and improvements.

6.4 Future Energy Related Equipment

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

We are looking to install VFD's at Kentucky Avenue lift station and changing lighting to LED.

7. Treatment Facility

7.1 Energy Usage

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

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TREATMENT PLANT: Total Power Consumed/Month

	Electricity Consumed (kWh)	Total Influent Flow (MG)	Electricity Consumed/ Flow (kWh/MG)	Total Influent BOD (1000 lbs)	Electricity Consumed/ Total Influent BOD (kWh/1000lbs)	Natural Gas Consumed (therms)
January	540,900	283.01	1,911	474.27	1,140	5,131
February	453,600	246.70	1,839	387.83	1,170	10,922
March	532,800	373.31	1,427	409.32	1,302	23,090
April	576,000	317.15	1,816	406.26	1,418	22,291
May	527,400	332.17	1,588	458.65	1,150	14,220
June	627,300	295.89	2,120	432.42	1,451	8,861
July	651,600	354.16	1,840	454.52	1,434	5,355
August	612,000	338.31	1,809	485.31	1,261	5,111
September	630,900	285.66	2,209	472.65	1,335	6,286
October	541,800	278.04	1,949	439.05	1,234	2,216
November	489,600	247.00	1,982	441.69	1,108	8,925
December	531,000	255.82	2,076	485.24	1,094	938
Total	**6,714,900**	**3,607.22**		**5,347.21**		**113,346**
Average	**559,575**	**300.60**	**1,881**	**445.60**	**1,258**	**9,446**

7.1.2 Comments:

N/A

7.2 Energy Related Processes and Equipment

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

- ☐ Aerobic Digestion
- ☒ Anaerobic Digestion
- ☒ Biological Phosphorus Removal
- ☐ Coarse Bubble Diffusers
- ☒ Dissolved O2 Monitoring and Aeration Control
- ☐ Effluent Pumping
- ☒ Fine Bubble Diffusers
- ☒ Influent Pumping
- ☒ Mechanical Sludge Processing
- ☒ Nitrification
- ☒ SCADA System
- ☐ UV Disinfection
- ☒ Variable Speed Drives
- ☒ Other:

Process water system pumping

7.2.2 Comments:

N/A

7.3 Future Energy Related Equipment

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

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We are presently working with Focus on Energy and the Department of Energy Better Plants Program to identify projects and improvements.

8. Biogas Generation

8.1 Do you generate/produce biogas at your facility?

- ○ No
- ● Yes

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

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

9. Energy Efficiency Study

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

- ○ No
- ● Yes

☒ Entire facility

Year: 2005

By Whom: Focus on Energy

Describe and Comment:

We are presently working with Focus on Energy and the Department of Energy Better Plants Program to identify projects and improvements.

☐ Part of the facility

Year:

By Whom:

Describe and Comment:

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	**A**

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Sanitary Sewer Collection Systems

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

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

- ● Yes
- ○ No

If No, explain:

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

- ● Yes
- ○ No (30 points)
- ○ N/A

If No or N/A, explain:

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

☒ Goals [NR 210.23 (4)(a)]

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

Provide the proper resources for effective system management, operation and maintenance. Improve sewer infrastructure through sewer replacement and lining. Eliminate sanitary sewer overflows.

Did you accomplish them?

- ● Yes
- ○ No

If No, explain:

☒ Organization [NR 210.23 (4) (b)]☐☐

Does this chapter of your CMOM include:

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

☒ Legal Authority [NR 210.23 (4) (c)]

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

City of Sheboygan Sewer Ordinance

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

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

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

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

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

- ☒ Equipment and replacement part inventories
- ☒ Up-to-date sewer system map

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☒A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
☒ A description of routine operation and maintenance activities (see question 2 below)
☒ Capacity assessment program
☒ Basement back assessment and correction
☒ Regular O&M training

☒ Design and Performance Provisions [NR 210.23 (4) (e)]☐☐

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
☒ Construction, Inspection, and Testing
☐ Others:

☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)]☐☐

Does your emergency response capability include:

☒ Responsible personnel communication procedures
☒ Response order, timing and clean-up
☒ Public notification protocols
☒ Training
☒ Emergency operation protocols and implementation procedures

☒ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)]☐☐

☐ Special Studies Last Year (check only those that apply):

☐ Infiltration/Inflow (I/I) Analysis
☐ Sewer System Evaluation Survey (SSES)
☐ Sewer Evaluation and Capacity Managment Plan (SECAP)
☐ Lift Station Evaluation Report
☐ Others:

0

2. Operation and Maintenance

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

Cleaning	39.3	% of system/year
Root removal	1.9	% of system/year
Flow monitoring	75	% of system/year
Smoke testing	0	% of system/year
Sewer line televising	2.1	% of system/year
Manhole inspections	50.2	% of system/year
Lift station O&M	55	# per L.S./year
Manhole rehabilitation	1.2	% of manholes rehabbed
Mainline rehabilitation	1.3	% of sewer lines rehabbed
Private sewer inspections	0	% of system/year

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Private sewer I/I removal	0	% of private services
River or water crossings	0	% of pipe crossings evaluated or maintained

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

3. Performance Indicators

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

28.810	Total actual amount of precipitation last year in inches
32	Annual average precipitation (for your location)
203.7	Miles of sanitary sewer
5	Number of lift stations
0	Number of lift station failures
1	Number of sewer pipe failures
2	Number of basement backup occurrences
29	Number of complaints
9.89	Average daily flow in MGD (if available)
12.042	Peak monthly flow in MGD (if available)
	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

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

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **			
Date	Location	Cause	Estimated Volume
None reported			

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

5. Infiltration / Inflow (I/I)

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

- ○ Yes
- ● No

If Yes, please describe:

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

- ○ Yes

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- No

If Yes, please describe:

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

Due to relatively dry conditions, infiltration/inflow was significantly lower than the previous two years, as the plants average flow rate was 9.87 MGD, as compared with the two previous years which were both over 12.5 MGD.

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

We continue to work on lining sewers, as roads are repaired or problems are encountered. Plans to repair and protect the lake shore interceptor manholes are proceeding and construction on this project is expected to start in late 2022.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	**A**

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Grading Summary

WPDES No: 0025411

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent	A	4	3	12
BOD/CBOD	A	4	10	40
TSS	A	4	5	20
Ammonia	A	4	5	20
Phosphorus	A	4	3	12
Biosolids	A	4	5	20
Staffing/PM	A	4	1	4
OpCert	A	4	1	4
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			**37**	**148**
GRADE POINT AVERAGE (GPA) = 4.00				

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

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Resolution or Owner's Statement

Name of Governing Body or Owner: City of Sheboygan Common Council

Date of Resolution or Action Taken:

Resolution Number:

Date of Submittal:

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

Influent Flow and Loadings: Grade = A

Effluent Quality: BOD: Grade = A

Effluent Quality: TSS: Grade = A

Effluent Quality: Ammonia: Grade = A

Effluent Quality: Phosphorus: Grade = A

Biosolids Quality and Management: Grade = A

Staffing: Grade = A

Operator Certification: Grade = A

Financial Management: Grade = A

Collection Systems: Grade = A
(Regardless of grade, response required for Collection Systems if SSOs were reported)

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS
(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)
G.P.A. = 4.00

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A resolution authorizing the appropriate City officials to Purchase a Screenings Washer Monster from JWC Environmental of Santa Ana CA to provide a redundant system to wash and compact screened wastewater solids.

REPORT PREPARED BY: Jordan Skiff, Superintendent of Wastewater

REPORT DATE: April 26, 2022 **MEETING DATE:** May 24, 2022

FISCAL SUMMARY:

Budget Line Item:	60138300-631100
Budget Summary:	Improvements Other than Buildings
Budget Expenditure:	$ 125,000
Budgeted Revenue:	N/A

STATUTORY REFERENCE:

Wisconsin Statues:	N/A
Municipal Code:	N/A

BACKGROUND / ANALYSIS: The wastewater plant utilizes a grinder and compactor (Muffin Monster) to shred, dewater and compact rejects which come from screening the incoming wastewater as well as the floatable material skimmed off of the primary and secondary clarifiers. This system eliminates any free water from the material so that it can be hauled and disposed of in a landfill. When the existing Muffin Monster is off line for maintenance or repair, wastewater screening and scum systems are shut down and bypassed. Bypassing these systems allows larger solids to flow into the process, where they collect in tanks from where the can plug pumping equipment.

STAFF COMMENTS: The installation of a redundant system will provide a back-up capacity so that influent screening and scum removal will stay in operation during mechanical failures and routine maintenance of the existing Muffin Monster.

The project scope includes the purchase and installation of a new Muffin Monster grinder and compactor exactly like the existing unit. The system will be modified to provide the space for both units, including a new header with isolation to feed each unit individually.

Cost Breakdown:

Muffin Monster	JWC Environmental	$ 114,000.00
Piping and Installation	WWTP Staff	$ 14,500.00
Electrical Installation	WWTP Staff	$ 5,000.00
Painting and Cleaning	Goldsmith	$ 4,000.00

Fabrication	AAA Welding &Fab	$ 3,500.00
Contingency (10%)		$ 14,100.00
TOTAL		**$ 155,100.00**

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 20-22-23 authorizing the appropriate City officials to Purchase a Screenings Washer Monster from JWC Environmental of Santa Ana CA to provide a redundant system to wash and compact screened wastewater solids.

ATTACHMENTS:

I. Res. No. 20-22-23
II. JWC Environmental Quote

III

Res. No. 20- 22 - 23. By Alderpersons Dekker and Perrella. May 16, 2022.

A RESOLUTION authorizing the appropriate City officials to Purchase a Screenings Washer Monster from JWC Environmental of Santa Ana CA to provide a redundant system to wash and compact screened wastewater solids.

WHEREAS, the City Wastewater Treatment Facility ("WWTF") desires to purchase and install a Screenings Washer Monster ("equipment") in order to have a backup should the current Screenings Washer Monster fail; and

WHEREAS, JWC Environmental is the manufacturer of this equipment and desires to sell the equipment directly to WWTF; and

WHEREAS, due to the costs associated with this equipment, WWTF desires to duplicate the existing equipment rather than purchase different equipment to reduce the amount of parts inventory necessary for future repairs; and

WHEREAS, City staff will be responsible for installation, and maintenance of this equipment; and

WHEREAS, the total cost to purchase and install this redundant system, including all parts, materials, shipping and fabricating is estimated at $155,100.00; and

WHEREAS, Staff has reviewed the proposal in detail to assure completeness in scope and has determined that the pricing quoted is within the realm of charges considered to be usual and customary for similar products and services and in accordance with manufacturer specifications; and

WHEREAS, to avoid the appearance of serial contracting, it bears noting that the equipment being purchased is identical to the WWTF's existing system to wash and compact screened wastewater solids. WWTF has successfully operated and maintained the original system and expects to keep the original equipment in service for the foreseeable future.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached contract with JWC Environmental of Santa Ana CA to purchase a new Screenings Washer Monster at the Wastewater Treatment Plant in the amount of $114,100.00.

Public Works

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds, not to exceed $155,100.00, from Account No. 60138300-631100 for the contract with JWC Environmental for the provision of equipment along with all additional services, material and supplies related to the installation of a redundant screen/scum rejects system.

_____

_____

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

JWC Environmental®

Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

Customer: 6001053

Sheboygan, City of
Finance Dept.
3333 Lakeshore Dr
Sheboygan, WI 53081-4442

US - UNITED STATES

Quote Number: 63116 RevC
Quote Date: 04/28/2022
Terms: NET 30 DAYS
Pricing: Valid 60 Days
FOB: Origin
Lead Time: 10-12 weeks ARO - shipping/handling included
Grinder Serial #: 103932-2-1
Ticket #: CAS-104739-X9M7

Project: Sheboygan WWTP

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

Part Number	Description	Qty	Unit Price	Extended Price

JWC Environmental®

Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

	SCREENINGS WASHER MONSTER	1	$114,000.00	$114,000.00

Model SWM4018
* Grinder
40002-0018 Macho Monster
18" cutter stack
2.5" nominal shaft diameter
11-tooth cam cutters in 4130 alloy steel
cleanout combs
tungsten carbide mechanical seals rated for 60 psi
BUNA-N seal elastomers
gray iron end housings & side rails
cork & rubber gaskets
43:1 speed reducer
10 hp XPFC explosion-proof 230-460v/3ph/60Hz electric motor
Hunter green epoxy paint

* Tank & Auger
304 stainless steel tank
1/4" perforated screen
12" dia. alloy steel spiral with nylon brush
60 deg. discharge elbow
1250 mm (49") tapered discharge tube and tip
316 stainless steel spray wash assembly
manual ball & bronze explosion-proof solenoid valves
two (2) - 4" NPT liquid drain connections
155:1 right-angled speed reducer
3 hp XPFC explosion-proof 230-460v/3ph/60Hz electric motor
Hunter green epoxy paint

* Forklift base assembly fabricated in 304 stainless steel

* Motor Controller
PC2350
NEMA 4X 304 SST enclosure
460v/3ph/60Hz input power
NEMA starters with over-current protection
jam-sensing current transformers
micro-PLC
operator interface
PC10 NEMA 7 remote station & bracket
explosion-proof J-box & bracket

Shipping	Shipping & Handling	1	$0.00	$0.00

Please verify serial number is correct.

Sub Total	**$114,000.00**
Tax	
Total	**$114,000.00**

Notes:
1. Please fax or mail a Purchase Order for the total amount and we can process your order. Please include the following: Bill to Address, Ship to Address, and sales tax exemption certificate.
2. Reference the JWC quote number on your purchase order.
3. Availability of parts are subject to change at any time.

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4. 20% restocking fee on all returns.
5. Sales tax is not included in price.
6. JWCE standard one year warranty included except for older models i.e. GTS, MS and SPF models.
7. Subject to attached JWC Environmental Standard Terms and Conditions of Sale.

Thank-You for your Business!

JWC Environmental Inc
Jon Kimler
Customer Service

JWC Environmental®

Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 549-4007

Please provide the following information. Failure to do so may delay processing of order. **Quote #: 63116 RevC**

Bill To Name & Address:

_____
_____
_____
_____

Ship To Name & Address:

_____
_____
_____
_____

Email Address: _____

PO# _____ **Payment terms: Net 30** **FOB: Origin**

Preferred Shipping Method (Required to Process Your Order):

__ **Prepay & Add to Invoice**

__ **Collect** **Account #:** _____ **Carrier:** _____

JWCE will add shipping and handling charges to invoices unless otherwise specified.

Credit cards:
__ **I authorize JWCE to process this order on my credit card and add shipping and handling charges.**
Credit card orders are processed after order ships. You will be contacted by JWC Accounting for payment.

Please fax or email your PO and most recent tax certificate to:
Fax (714) 549-4007
Email servicesales@jwce.com

Signature: _____ **Date:** _____

JWC ENVIRONMENTAL
TERMS AND CONDITIONS OF SALE

Unless otherwise specifically agreed to in writing by the buyer ("Buyer") of the products and or related services purchased hereunder (the "Products") and JWC Environmental (the "Seller"), the sale of the Products is made only upon the following terms and conditions. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional, conditional and different terms in Buyer's form or documents.

PAYMENT TERMS

Subject to any contrary terms set forth in our price quotation, order acceptance or invoice the full net amount of each invoice is due and payable in cash within 30 days from the date of the invoice. If any payment is not received within such 30-day period, Buyer shall pay Seller the lesser of 1 ½% per month or the maximum legal rate on all amounts not received by the due date of the invoice, from the 31st day after the date of invoice until said invoice and charges are paid in full. Unless Sellers documents provide otherwise, freight, storage, insurance and all taxes, duties or other governmental charges related to the Products shall be paid by the Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller for said charges. In all cases, regardless of partial payment, title to the Products shall remain the Sellers until payment for the Products has been made in full. All orders are subject to credit approval by Seller. All offers by Seller and/or acceptance of Buyer's order shall be nullified by any failure of Buyer to obtain credit approval. Furthermore, Buyer shall not assert any claim against Seller due to Buyer's inability to obtain credit approval. Irrevocable Letter of Credit from Buyer in form and term acceptable to Seller is required for Product orders delivered outside the United States of America.

DELIVERY

Unless otherwise provided in our price quotation, delivery of the Products shall be made F.O.B. place of manufacture. Any shipment, delivery, installation or service dates quoted by the Seller are estimated and the Seller shall be obligated only to use reasonable efforts to meet such dates. The Seller shall in no event be liable for any delays in delivery or failure to give notice of delay or for any other failure to perform hereunder due to causes beyond the reasonable control of the Seller. Such causes shall include, but not be limited to, acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Seller will be entitled to refuse to make, or to delay, any shipments of the Products if Buyer shall fail to pay when due any amount owed by it to the Seller, whether under this or any other contract between the Seller and Buyer. Any claims for shortages must be made to the Company in writing within five calendar days from the delivery date and disposition of the claim is solely subject to Sellers determination.

PRICES

Prices of the Seller's Products are subject to change without notice. Quotations are conditioned upon acceptance within 30 days unless otherwise stated and are subject to correction for errors and/or omissions. Prices include charges for regular packaging but, unless expressly stated, do not include charges for special requirements of government or other purchaser. Prices are subject to adjustment should Buyer place an order past the validity period of the quotation or delay delivery of Products beyond the quoted lead time for any reason.

RETURNS

No Products may be returned for cash. No Product may be returned for credit after delivery to Buyer without Buyer first receiving written permission from the Seller. Buyer must make a request for return of Product in writing to Seller at its place of business in Costa Mesa, California. A return material authorization number must be issued by the Seller to the Buyer before a Product may be returned. Permission to return Product to Seller by Buyer is solely and exclusively the Sellers. Product must be returned to Seller at Buyers expense, including packaging, insurance, transportation and any governmental fees. Any credit for Product returned to Seller shall be subject to the inspection of and acceptance of the Product by the Seller and is at the sole discretion of the Seller.

LIMITED WARRANTY

Subject to the terms and conditions hereof, the Seller warrants until one year after commissioning (written notification to Seller by Buyer required) of the Product or until 18 months after delivery of such Product to Buyer, whichever is earlier, that each Product will be free of defects in material and workmanship. If (a) the Seller receives written notification of such defect during the warranty period and the defective Products use is discontinued promptly upon discovery of alleged defect, and (b) if the owner ("Owner") forwards the Product to the Seller's nearest service/repair facility, transportation and related insurance charges prepaid. The Seller will cause any Products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. The foregoing warranty does not cover repairs required due to repair or alteration other than by the Seller's personnel, accident, neglect, misuse, transportation or causes other than ordinary use and maintenance in accordance with the Seller's instructions and specifications. In addition, the foregoing warranty does not cover any Products, or components thereof, which are not directly manufactured by the Seller. To the extent a warranty for repair or replacement of such Products or components not manufactured directly by the Seller is available to Buyer under agreements of the Seller with its vendors; the Seller will make such warranties available to Buyer. Costs of transportation of any covered defective item to and from the nearest service/repair center and related insurance will be paid or reimbursed by Buyer. Any replaced Products will become the property of the Seller. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES

THE SELLER'S FOREGOING LIMITED WARRANTY IS THE EXCLUSIVE AND ONLY WARRANTY WITH RESPECT TO THE PRODUCTS AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY STATEMENTS MADE BY EMPLOYEES, AGENTS OF THE SELLER OR OTHERS REGARDING THE PRODUCTS. THE OBLIGATIONS OF THE SELLER UNDER THE FOREGOING WARRANTY SHALL BE FULLY SATISFIED BY THE REPAIR OR THE REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART, AS PROVIDED ABOVE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE SELLER TO BUYER AND OTHERS ARISING FROM ANY CAUSE WHATSOEVER IN CONNECTION WITH BUYER'S PURCHASE, USE AND DISPOSITION OF ANY PRODUCT COVERED HEREBY SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT BY BUYER. NO ACTION, REGARDLESS OF FORM, ARISING FROM THIS AGREEMENT OR BASED UPON BUYER'S PURCHASE, USE OR DISPOSITION OF THE PRODUCTS MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, EXCEPT THAT ANY CAUSE OF ACTION FOR THE NONPAYMENT OF THE PURCHASE PRICE MAY BE BROUGHT AT ANY TIME.

The remedies provided to Buyer pursuant to the limited warranty, disclaimer of warranties and limitations of liabilities, described herein are the sole and exclusive remedies.

Unless specifically agreed to in writing by the Seller, no charges may be made to the Seller by Buyer or any third party employed by buyer for removing, installing or modifying any Product.

The Seller and its representatives may furnish, at no additional expense, data and engineering services relating to the application, installation, maintenance or use of the Products by Buyer. The Seller will not be responsible for, and does not assume any liability whatsoever for, damages of any kind sustained either directly or indirectly by any person through the adoption or use of such data or engineering services in whole or in part.

~~CONFIDENTIAL INFORMATION~~

~~Except with the Seller's prior written consent, Buyer shall not use, duplicate or disclose any confidential proprietary information delivered or disclosed by the Seller to Buyer for any purpose other than for operation or maintenance of the Products.~~

CANCELLATION AND DEFAULT

Absolutely no credit will be allowed for any change or cancellation of an order for Products by Buyer after fabrication of the Products to fill Buyer's order has been commenced. If Buyer shall default in paying for any Products purchased hereunder, Buyer shall be responsible for all reasonable costs and expenses, including (without limitation) attorney's fees incurred by the Seller in collecting any sums owed by Buyer. All rights and remedies to the Seller hereunder or under applicable laws are cumulative and none of them shall be exclusive of any other right to remedy. No failure by the Seller to enforce any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, unless a written waiver is signed by an authorized management employee of the Seller and the Seller's waiver of a breach of this agreement by Buyer shall not be deemed to be a waiver of any other breach of the same or any other provision.

CHANGES IN PRODUCTS

Changes may be made in materials, designs and specifications of the Products without notice. The Seller shall not incur any obligation to furnish or install any such changes or modifications on Products previously ordered by, or sold to, Buyer.

APPLICABLE LAW, RESOLUTION OF DISPUTES AND SEVERABILITY

~~This agreement is entered into in Costa Mesa, California.~~ This agreement and performance by the parties hereunder shall be construed in accordance with, and governed by, the laws of the State of Wisconsin. ~~California. Any claim or dispute arising from or based upon this agreement or the Products which form its subject matter shall be resolved by binding arbitration before the American Arbitration Association in Los Angeles, California, pursuant to the Commercial Arbitration Rules, excepting only that each of the parties shall be entitled to take no more than two depositions, and serve no more than 30 interrogatories, 10 requests for admissions and 20 individual requests for production of documents, such discovery to be served pursuant to the California Code of Civil Procedure. Any award made by the arbitrator may be entered as a final judgment, in any court having jurisdiction to do so. If any provision of this agreement shall be held by a court of competent jurisdiction or an arbitrator to be unenforceable to any extent, that provision shall be enforced to the full extent permitted by law and the remaining provisions shall remain in full force and effect.~~

ASSIGNMENT

This agreement shall be binding upon the parties and their respective successors and assigns. However, except for rights expressly provided to subsequent Owners of the Products under "Limited Warranty" above, any assignment of this agreement or any rights hereunder by Buyer shall be void without the Company's written consent first obtained. Any exercise of rights by an Owner other than Buyer shall be subject to all of the limitations on liability and other related terms and conditions set forth in this agreement.

EXCLUSIVE TERMS AND CONDITIONS

The terms and conditions of this agreement may be changed or modified only by an instrument in writing signed by an authorized management employee of the Seller. This instrument, together with any amendment or supplement hereto specifically agreed to in writing by an authorized management employee of the Seller, contains the entire and the only agreement between the parties with respect to the sale of the Products covered hereby and supersedes any alleged related representation, promise or condition not specifically incorporated herein.

SELLER'S PRODUCTS ARE OFFERED FOR SALE AND SOLD ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN BUYER'S SEPARATE PURCHASE ORDERS OR OTHER ORAL OR WRITTEN COMMUNICATIONS, BUYER'S ORDER IS OR SHALL BE ACCEPTED BY THE COMPANY ONLY ON THE CONDITION THAT BUYER ACCEPTS AND CONSENTS TO THE TERMS AND CONDITIONS CONTAINED HEREIN. IN THE ABSENCE OF BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN, THE SELLER'S COMMENCEMENT OF PERFORMANCE AND/OR DELIVERY OF THE PRODUCTS, OR THE SELLER'S STATEMENT OF ACKNOWLEDGMENT OF THE RECEIPT OF BUYER'S PURCHASE ORDER, SHALL BE FOR BUYER'S CONVENIENCE ONLY AND SHALL NOT BE DEEMED OR CONSTRUED TO BE ACCEPTANCE OF BUYER'S DIFFERING TERMS OR CONDITIONS, OR ANY OF THEM. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED UPON IN WRITING BY AN AUTHORIZED MANAGEMENT EMPLOYEE OF THE SELLER. IF A CONTRACT IS NOT EARLIER FORMED BY MUTUAL AGREEMENT IN WRITING, BUYER'S ACCEPTANCE OF ANY PRODUCTS COVERED HEREBY SHALL BE DEEMED ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS STATED HEREIN. THE SELLER'S FAILURE TO OBJECT TO PROVISIONS INCONSISTENT HEREWITH CONTAINED IN ANY COMMUNICATION FROM BUYER SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS CONTAINED HEREIN.