



# **PUBLIC WORKS COMMITTEE AGENDA**

**March 11, 2025 at 5:00 PM**

**City Hall, 3rd Floor - Council Chambers, 828 Center Avenue,  
Sheboygan, WI**

---

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
3. Pledge of Allegiance
4. Introduction of Committee Members and Staff

## **MINUTES**

5. Approval of Minutes: February 25, 2025

## **ITEMS FOR DISCUSSION & POSSIBLE ACTION**

*Open to public discussion - limit of three minutes per person with comments pertaining to items on the agenda.*

6. Dumpster Days DISCUSSION ONLY
7. Res. No. 176-24-25 / A resolution authorizing a 2025 budget amendment and the Purchasing Agent to issue a purchase order for the purchase of two Sludge Heat Exchangers for the Wastewater Treatment Plant.
8. Res. No. 179-24-25 / A resolution authorizing the Director of Public Works to grant permission to Boy Scouts of America – Lakeshore District to maintain a temporary campsite on property owned and maintained by the City and to maintain controlled fire(s) on such property for a Camporee event occurring May 2 – 4, 2025.
9. Res. No. 181-24-25 / A resolution authorizing the appropriate City officials to execute the Agreement Between City of Sheboygan and Fox Valley Athletics, LLC for the Management and Operation of Recreational Programs at Wildwood Athletic Complex.

- [10.](#) Res. No. 182-24-25 / A resolution releasing a property owner from liability associated with employees and/or agents of the City of Sheboygan entering upon the owner's land to obtain soil borings in conjunction with the Southside Interceptor Project.
- [11.](#) Res. No. 183-24-25 / A resolution authorizing a budget amendment in order to participate in a Wisconsin Department of Natural Resources Targeted Runoff Management Grant to support stormwater runoff and erosion control activities in the Pigeon River Corridor located within Maywood and Evergreen Parks.
- [12.](#) Direct Referral Res. No. 185-24-25 / A resolution authorizing the appropriate City officials to enter into contract for the replacement of roof-mounted mechanical equipment in conjunction with a replacement of the roof at the Municipal Service Building.

#### **NEXT MEETING DATE**

13. Next Regular Meeting Date: March 25, 2025

#### **ADJOURNMENT**

14. 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

### \*\*\*AMENDED\*\*\* PUBLIC WORKS COMMITTEE MINUTES

**Tuesday, February 25, 2025**

---

**COMMITTEE MEMBERS PRESENT:** Chair Dean Dekker, Vice Chair Angela Ramey, Alderperson Zach Rust, Alderperson Daniel Peterson, Alderperson John Belanger

**STAFF/OFFICIALS PRESENT:** Director of Public Works Travis Peterson, City Engineer Kevin Jump, Superintendent of Parks & Forestry Joe Kerlin, Superintendent of Wastewater Jordan Skiff, Maywood Director Kendra Kelling, Deputy City Attorney Liz Majerus, WSCS Program Director Scott Mealiff, Administrative Clerk Stacy Weseljak

**OTHERS PRESENT:** Randy Meyer, Mike & Terri DeMaster, Steven & Kathleen Hofschield, Robert Lyons, Dave Hoffman, Jim VanAkkeren, Jerry Vetter, Nathaniel Darling, Judd Baumann, Michael Scharinger, Becky Bink, Linda & Jim Palecek, Eleanor Jung, Marty Steinbruecker, Bryan Kelly, Brian Wells, Julie Phelps, and Thomas Scharinger

#### OPENING OF MEETING

1. Call to Order

Chair Dean Dekker called the meeting to order at 5:00 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: February 11, 2025

Motion made by Alderperson Rust, Seconded by Vice Chair Ramey.

Voting Yea: Chair Dekker, Vice Chair Ramey, Alderperson Rust, Alderperson Peterson, Alderperson Belanger

#### ITEMS FOR DISCUSSION & POSSIBLE ACTION

6. Res. No. 156-24-25 / A resolution approving an Evergreen Park Trail Assessment and Trail Improvement Concept Plan.

MOTION TO RECOMMEND THE COMMON COUNCIL ACCEPT THE RESOLUTION

Motion made by Alderperson Peterson, Seconded by Alderperson Belanger.

Voting Yea: Chair Dekker, Vice Chair Ramey, Alderperson Rust, Alderperson Peterson, Alderperson Belanger

MOTION TO AMEND RESOLUTION 156-24-25 TO READ, "NOW, THEREFORE BE IT RESOLVED: THAT THE COMMON COUNCIL APPROVES THE EVERGREEN PARK TRAIL IMPROVEMENT CONCEPT PLAN FOR IMPROVEMENTS TO BE MADE WITHIN THE BOUNDARIES OF EVERGREEN PARK."

Motion made by Alderperson Rust, Seconded by Alderperson Peterson.

Voting Yea: Chair Dekker, Vice Chair Ramey, Alderperson Rust, Alderperson Peterson, Alderperson Belanger

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION AS AMENDED

Voting Yea: Chair Dekker, Vice Chair Ramey, Alderperson Rust, Alderperson Peterson, Alderperson Belanger

- 7. Res. No. 164-24-25 / A resolution authorizing the purchasing agent to issue a purchase order for the purchase and installation of laboratory cabinets, countertops, and related equipment for the upgrade and improvement of the laboratory at the Wastewater Treatment Plant.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Alderperson Belanger, Seconded by Alderperson Peterson.

Voting Yea: Chair Dekker, Vice Chair Ramey, Alderperson Rust, Alderperson Peterson, Alderperson Belanger

- 8. Res. No. 167-24-25 / A resolution authorizing execution of a Wetland Credit Agreement and Affidavit of Credit Purchase on behalf of the City regarding the purchase of wetland credits at the Gartman subdivision project.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Alderperson Belanger, Seconded by Alderperson Peterson.

Voting Yea: Chair Dekker, Vice Chair Ramey, Alderperson Rust, Alderperson Peterson, Alderperson Belanger

- 9. Res. No. 169-24-25 / A resolution vacating and discontinuing portions of North Commerce Street in the City of Sheboygan.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Alderperson Peterson, Seconded by Alderperson Belanger.

Voting Yea: Chair Dekker, Vice Chair Ramey, Alderperson Rust, Alderperson Peterson, Alderperson Belanger

**NEXT MEETING DATE**

- 10. Next Regular Meeting Date: March 11, 2025

**ADJOURNMENT**

- 11. Motion to adjourn

MOTION TO ADJOURN AT 6:31 PM

Motion made by Alderperson Rust, Seconded by Alderperson Belanger.

Voting Yea: Chair Dekker, Vice Chair Ramey, Alderperson Rust, Alderperson Peterson, Alderperson Belanger

## AGENDA ITEM MEMORANDUM

---

DATE: 3-6-2025

TO: Public Works Committee

FROM: Travis Peterson – Director of Public Works  
Joel Kolste – Deputy Director of Field Operations

SUBJECT: Discussion Item Only – Neighborhood Association Large Item Collection Days

### ISSUE

Should the Public Works Committee recommend the Department of Public Works continue to provide large item collection programs to the officially recognized neighborhood associations as we have done so for the past 8 – 10 years, or should the Public Works Committee recommend providing large item collection services to all city neighborhoods under the recommended program as discussed below?

### STAFF RECOMMENDATION

Staff recommends approval of providing large item collection services to all neighborhoods within the City under the recommended program proposed by the Department of Public Works.

### BACKGROUND/DISCUSSION

The Department of Public Works wants to provide an update on the direction City Administration is leading staff on the topic of providing dumpster and disposal services for the City's neighborhood associations (also known as Dumpster Days). Dumpster Days have been a successful project for the last 8-10 years that the neighborhood associations have appreciated. The program was led by the neighborhood association volunteers. The Department of Public Works provided the equipment and labor necessary to dispose of collected materials properly. While this format in its original form has functioned well over the years, the Department of Public Works continues to review its operations and the services it provides. To ensure services are provided in a cost-effective manner, program adjustments to services are often necessary to ensure the Department will be able to provide these types of services in the future.

### *CURRENT SERVICE*

In 2024, fifteen official neighborhood associations held Dumpster Days throughout the City. City wide there are 60 total neighborhoods. These events were scheduled over the course of eight (8) weekends between April and June. These events were held in areas within the specific neighborhood it was servicing (typically on the street or designated private parking lot). The Department of Public Works staff coordinated the ordering, delivery, and collection of the dumpsters through the City's contracted vendor for tipping and transfer services. Department of Public Works staff also provided a rear loading garbage truck for accepting generally smaller waste items. An additional Department of Public Works vehicle was provided to collect scrap metal. Scrap metal is required to be separated due to it not being accepted in the landfill because it's recyclable. With the additional equipment being provided, Department of Public Works staff are required to be on site to operate this equipment. Each



DEPARTMENT OF  
PUBLIC WORKS

2026 NEW JERSEY AVE.  
SHEBOYGAN, WI  
53081

920/459-3440  
sheboyganwi.gov



## AGENDA ITEM MEMORANDUM (CONT.)

event was staffed with one employee. A sanitation supervisor was present during these events to coordinate efforts between the multiple event locations.

### WHY THE PROPOSED SERVICE CHANGE?

- While cost is not the primary factor as to why changes are being proposed, it is the Department of Public Works responsibility to provide all services in the most cost-effective manner as possible while providing for an efficient and effective program. By incorporating these changes, the Department of Public Works believes we will be able to provide for a more cost-efficient method of achieving the desired outcome, removing excessive garbage from neighborhoods by providing an outlet for disposal.
- The Department of Public Works desires to be forward-thinking and be prepared to effectively provide these types of services long term. Under the current program and process, providing these services will become more challenging and ultimately become unsustainable as more and more neighborhoods become "official".
- As the City continues to encourage and provide support for additional neighborhoods to become "official" and recognized, additional event dates need to be added to the calendar. With the numerous weekend events and responsibilities, the Department of Public Works staff has throughout the year, finding available weekends to hold these events are limited and becoming more difficult to establish. Events must be held between the months of April through June. After June, the event season begins and demands on staff to provide services on weekends increase dramatically.
- The new proposed format will provide inclusive services to all residents of the city. There continues to be a growing desire and need throughout the community for this service. Neighborhoods who struggle to become an "officially recognized" neighborhood association, may not have the opportunity to take advantage of such services, while demand increases for an outlet to dispose of items normally not collected or accepted through the curbside collection program.
- Illegal dumping of materials is becoming common place at the City's Recycling Center. This site was originally designed as a recycling center in which residents were able to utilize for disposing yard waste, branches, and select recyclable materials such as used motor oil, cooking oil, and scrap metals. The State of Wisconsin Department of Natural Resources requires the City to provide a method of management for these materials. While the site is staffed daily, staff may not physically be on site due to their responsibilities of hauling the material to the vendor disposal sites. Users take advantage of the fact the site is not being monitored to drop off items not accepted at the City's Recycling Center. This site is not a "dump" as treated by many residents. The cost to dispose of these items continues to grow and must be covered under the Department of Public Works operating budget.
- Staff believe the proposed changes will allow for a better, more efficient material management, ensuring disposed items are properly sorted and handled, and ensuring the services are being offered to City of Sheboygan residents only.



## AGENDA ITEM MEMORANDUM (CONT.)

- Staff also believes having a large “drop off” area off the street will provide a safer environment for those providing support and those dropping off materials. While there have not been any incidents on record, Department of Public Works staff have commented on the increase in pedestrian traffic crossing streets in non-designated crosswalks to utilize the disposal containers.

### *PROPOSED SERVICE – WHAT WOULD IT LOOK LIKE?*

In 2025, the Department of Public Works is recommending a transition to providing large item collection events on designated dates open to all City of Sheboygan residents. These events will be open for Sheboygan residents between the hours of 8:00 am and 1:00 pm on the 3<sup>rd</sup> Saturday of the month between May and October. This will allow City residents six different opportunities to dispose of large items that typically do not fit in the carts during weekly curbside collection.

The events will be open to all City residents requiring them to provide proof of residency. Contractors will not be allowed to utilize these events to dispose of construction materials, even if they are “contracted” for a residential property.

Materials that **will be accepted** are bagged or boxed trash, unused furniture, mattresses/box springs, toys, swing sets, misc. junk. A separate container for scrap metal will be provided.

Materials that **will not be accepted** include tires, construction materials (roofing, drywall, tiles, paint, etc.), large appliances (refrigerators, etc.), yard waste (tree branches, brush, leaves, grass, garden debris), recyclables, and electronic waste (microwaves, T. V's, stereos, computers, printers, DVD players, etc.).

While this change is a big adjustment from its current configuration, making this adjustment now will address the following concerns:

- The Department of Public Works would be providing a much-desired service inclusive to the entire community.
- Provide for a more controlled environment to ensure only residential material is being collected.
- A safe environment for all, including workers and residents.
- A reduction of administration costs and staff time coordinating with specific neighborhood associations to establish these specific events.

### FUNDING IMPACT

#### CURRENT SERVICE COST (2024)

Service provided to existing official neighborhood associations only

- *Labor Cost*  
Cost to provide Department of Public Works staff to operate the equipment and monitor the disposal of materials was \$5,213.63.
- *Dumpster Cost*



## AGENDA ITEM MEMORANDUM (CONT.)

Rental fees for the roll off containers which included delivery and pickup totaled \$2,414.68.

- *Disposal Cost*

In 2024, the Department of Public Works disposed of 56.10 tons of trash at a cost of \$3,000.32 in disposal fees.

Total cost associated with providing the services to these events in 2024 were \$8,975.48.

### PROPOSED SERVICE – ANTICIPATED COST

Understanding this would be an expansion of the current service provided, determining the disposal costs is an unknown. After several years of the program being in place, reductions in overall quantities would eventually be anticipated.

*2025 Labor Cost - \$5,037.90 Estimated*

As proposed, the Department of Public Works would need to staff these six (6) events with three (3) employees per event (one supervisor and two sanitation workers).

*2025 Dumpster Cost - \$6,300.00*

At a rate of \$175.00 per dumpster rental and an estimated need for 6 – 30-yard dumpsters for six (6) events would be required.

*2025 Disposal Cost - \$4,392.00 Estimated*

At a rate of \$61.00 per ton, it is estimated each 30 - yd dumpster can collect 2 tons of material. Six (6) events would be estimated at 72 tons of waste materials.

The total estimated cost for the proposed program is \$15,700.00  
(Including labor, dumpsters, and disposal fees)

When reviewing the associated costs, keep in mind, providing multiple opportunities for disposal of previously not accepted materials to all City residents, a reduction in illegal dumping should be realized over time. The cost associated with current illegal dumping is unable to be quantified under current processes.

In either case, the Department of Public Works is currently absorbing this cost within its operating budget.

### IF APPROVED, NEXT STEPS:

With approval of the proposed service change, the Department of Public Works would establish dates for the events and reach out to City residents through the various media platforms notifying them of these opportunities.



## AGENDA ITEM MEMORANDUM

---

DATE: 3/4/2025

TO: Public Works Committee

FROM: Jordan Skiff, Wastewater Superintendent

SUBJECT: Resolution 176-24-25 – Purchase of Two Digester Sludge Heat Exchangers

### ISSUE

Should the Public Works Committee recommend approval of a contract with Walker Process Equipment to manufacture two E2500 Concentric Tube Heat Exchangers?

### STAFF RECOMMENDATION

Staff recommends approval.

### BACKGROUND/DISCUSSION

This contract is the conclusion of a two-year process to research and purchase replacement heat exchangers for our anaerobic digester process at the WWTP. Digestion is a key step in dewatering wastewater, using microorganisms to make biosolids more inert and eventually safe to use as a fertilizer. These microorganisms need to be kept at a specific temperature, so sludge is recirculated within our digester system and run through these heat exchangers to retain that temperature.

Our current heat exchangers have run reliably for many years, but are so old that the original manufacturer cannot be determined and Donohue was only able to find two manufacturers who might be able to provide in-kind replacements. Walker Process Equipment provided the lower of two quotes obtained by Donohue for this work, and is the one that best met our equipment specification.

### FUNDING IMPACT

Walker's quote is \$282,400. The quote includes delivery, but our crew will install the equipment and other associated work. The 2023 CIP included \$400,000 for this purchase, but that amount was not carried over into 2024 or 2025, so the Council resolution includes a budget amendment to move the money to 2025.

### IF APPROVED, NEXT STEPS:

Assuming the City Council approves the contract on March 17<sup>th</sup>, a purchase order would be issued and Walker can prepare equipment submittals for us to approve. Fabrication is estimated to take eight months after that. The installation date will not only be impacted by the delivery date, but by the outdoor temperature and operational needs of the Plant.



DEPARTMENT OF  
PUBLIC WORKS

2026 NEW JERSEY AVE.  
SHEBOYGAN, WI  
53081

920/459-3440  
sheboyganwi.gov

**CITY OF SHEBOYGAN  
RESOLUTION 176-24-25**

**BY ALDERPERSONS DEKKER AND RAMEY.**

**MARCH 3, 2025.**

A RESOLUTION authorizing a 2025 budget amendment and the Purchasing Agent to issue a purchase order for the purchase of two Sludge Heat Exchangers for the Wastewater Treatment Plant.

WHEREAS, the effective treatment of bio-solids includes the need to heat the sludge as a critical step in the process. The City's consultant, Donohue and Associates, has made the Treatment plant aware of the advanced age of two sludge heat exchangers and is recommending that the units be replaced to assure efficient and effective operation; and

WHEREAS, this project was previously budgeted and approved in the 2023 Capital Improvements Plan; and

WHEREAS, user fee amounts adopted in 2023 were sufficient to cover the cost of this project and remain in the Wastewater Fund's fund balance for this use; and

WHEREAS, the heat exchangers to be replaced are specialized in both design and configuration and the City's consultant has found only two firms that have the capability to manufacture units meeting the specifications; and

WHEREAS, the City's Consultant has worked with both firms to establish costs associated with the manufacture of the units and has determined that the lower cost units offered by Walker Manufacturing meet all of the requirements as set forth by the City's Consultant; and

WHEREAS, the City Attorney's office has reviewed all of the pertinent information and has determined that due to the specialized nature of this equipment, as well as only two manufacturers able to produce the equipment, the City may proceed with this purchase without issuance of a Request for Bids.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a purchase order to Walker Process Equipment of Aurora, Illinois in the amount of \$282,400.00 for the purchase of two Custom Fabricated Sludge Heat Exchangers for the City of Sheboygan Wastewater Treatment Facility.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to draw funds to cover the associated expenses with the above purchase via the following 2025 budget amendment:

INCREASE:

Wastewater Fund – Wastewater – Improvements other than Buildings (Acct. No. 630361-641100)	\$282,400
Wastewater Fund – Fund Equity Applied (Acct. No. 630-493000)	\$282,400

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of  
Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan



Division of McNish Corporation

Dedicated to the  
Water and  
Wastewater Industry

**Walker Process Equipment** Item 7.

Division of McNish Corporation

840 North Russell Avenue

Aurora, Illinois 60506-2853

E-Mail: [walker.process@walker-process.com](mailto:walker.process@walker-process.com)

Website: [www.walker-process.com](http://www.walker-process.com)

Phone: 630-892-7921

**December 6, 2024**

**TO: Donohue Associates  
Attn: Jeff Wills**

**SUBJECT: Sheboygan WWTP, WI  
Heat Exchangers**  
**PROPOSAL NO.: 24-0130S-1**

Dear Sir or Madam:

We are pleased to submit this proposal as our offer to sell and furnish the following equipment:

**Section 46 73 42 -- Two (2) E2500 Concentric Tube Heat Exchangers**

This proposal is divided into the following sections that together form our complete proposal:

Pricing Summary	Pg. 2, 3
Scope of Supply and Clarifications	Pg. 4, 5
General Items	Pg. 6, 7
Terms and Conditions of Sale	Pg. 8 – 11
Mechanical Warranty	Pg. 12

If we can furnish any clarifications or additional information, please contact our Representative, **Rich Hussey of LAI at 847.989.5422**. We look forward to the opportunity of working with you for the supply of this equipment.

Sincerely,  
WALKER PROCESS EQUIPMENT  
Division of McNish Corporation

Lane G. Sheldon  
Regional Sales Manager

**PRICING SUMMARY**

Listed below is a summary of prices for equipment as noted within this proposal. The prices are for equipment as described herein, F.O.B. shipping point with freight prepaid via truck, exclusive of any taxes.

Our pricing includes a maximum of seven (7) hard copy service manuals unless a greater number is specified in the project specifications. If requested, WPE will supply the electronic version of the O & M Manual in PDF format. The rights to the content of WPE O & M Manuals and drawings belong solely to WPE. WPE reserves the right to revise the content at any time.

**NOTE:** Please refer to the following pages for clarifications to our scope of supply.

<p><b>46 73 42 --- Two (2) E2500 Heat Exchangers. . . . \$ <u>282,400.00</u></b></p>
--

**CONDITIONS OF SALE:** This offer to sell is expressly made subject to the following requirements: WPE means Walker Process Equipment Division of McNish Corporation.

Your purchase order must be received by WPE not later than January 10, 2025. Please note that prices quoted are not firm and are subject to Price Adjustment per item 11 listed under Terms and Conditions of Sale attached hereto and made a part of this Proposal

**WPE proposes to supply all equipment and materials listed in this Proposal as a material supplier only and not as a subcontractor.**

The number of this proposal must be referenced in the Purchaser's purchase order. The prices quoted in this proposal are based upon and subject to Purchaser's acceptance of the Terms and Conditions of Sale attached to this proposal. WPE reserves the right to change the prices quoted if the subsequent Purchase Order changes or modifies in any manner, the Scope of Supply or the attached Terms and Conditions of Sale, unless WPE's written consent is first obtained. This proposal shall become a binding contract for the scope of equipment supply and mechanical warranty responsibility, upon acceptance by Purchaser and approval by WPE as provided for in the Terms and Conditions of Sale.

**PAYMENT AND PRICE TERMS:**

- 15% net 30 days upon receipt of approved submittal.
- 80% net 30 days upon shipment of materials, or upon offer to ship.
- 5% net 30 days upon start-up of the equipment or within 90 days of final shipment whichever occurs first.

When multiple structures or partial shipments are involved, each structure or its equivalent tonnage will be considered a unit for payment.

Invoices not paid within 30 days from date of invoice will bear interest at the rate of two percent (2%) per month.

**Walker Process prices do not include sales, use, excise, or other similar taxes, and all such taxes shall be paid by the Purchaser. This offer to sell does not include bonds of any kind, which the purchaser may require.**

**ESTIMATED SCHEDULES:**

The prices given in this proposal are based on our best estimate of costs and current deliveries by suppliers and our projected factory workload. WPE project managers will work with you to coordinate our shipments with your construction schedule and expect you to expedite a timely turnaround of our submittal for approval. WPE will not be held responsible for delays or shortages of materials caused by our suppliers and/or by conditions beyond our control and under no circumstances will be liable for liquidated damages.

We estimate that we can ship fabricated materials in accordance with the schedules listed within each of the proposed items of this proposal.

Approval Schedules are shown in weeks after receipt of **order with complete information**. Shipment schedules are shown in weeks after **receipt of final Approved Submittal**.

**SCHEDULES STATED WITHIN THIS PROPOSAL ARE SUBJECT TO REVISION AND MUST BE CONFIRMED AT TIME OF ORDER. ALL SHIPPING AND DELIVERY DATES ARE BASED UPON AVAILABILITY OF MATERIALS, SUPPLIES AND LABOR AND WE WILL NOT BE LIABLE FOR DELAYS CAUSED BY SHORTAGES IN MATERIALS CAUSED BY EVENTS BEYOND OUR CONTROL.**

If approved Submittals and/or requested verified tank dimensions are not received by WPE within six (6) weeks of initial transmittal, WPE shall be entitled to a reasonable extension of the Shipment Schedule and Contract Price.

**TERMS AND CONDITIONS:**

Refer to the attached Terms and Conditions of Sale, which form an integral part of this proposal.

**FIELD SERVICE:**

If our scope of supply indicates the price includes the services of a factory field service technician for checkout, initial start-up, testing, commissioning, and/or

instruction of plant personnel as noted in the "Scope of Supply", refer to the attached General Items regarding our Terms of Field Service.

**SCOPE OF SUPPLY**

**SECTION 46 73 42 DONOHUE SPECIFICATIONS:  
HEAT EXCHANGERS**

Two (2) Concentric Tube Heat Exchangers, each with a rated capacity of 2,500,000 BTU/HR.

Sixteen (16) tube units with double pass water and double pass sludge piping arrangement. Each pass consisting of eight (8) tubes.

**WALKER PROCESS WILL SUPPLY:**

- **Sludge Tubes – 4” diameter – eight (8) tubes per pass**
- **Water Tubes – 6” diameter – eight (8) tubes per pass**
- **Sludge and Water adaptors and return bends**
- **End Tube Sheets, frame, top and side housing panels**
- **Insulation**
- **Thermometers**
- **Lifting eye bolts**
- **Anchorage type 304 stainless steel**
- **Shop Inspection** by an inspector holding a Nation Board Commission certifying that construction conforms to the latest revision of the ASME Code. The ASME "U" symbol will be stamped on the heat exchanger nameplate.

**PAINTING:** Ferrous surfaces of all factory assembled equipment will be prepared in accordance with SSPC-SP7 and given one (1) shop primer coat of Sherwin-Williams Macropoxy 646 PW, 3.0 to 5.0 mils dry film thickness and one (1) shop finish coat of Sherwin-Williams Acrolon 218 HS, ANSI #70 Gray, 3.0 to 6.0 mils dry film thickness.

Aluminum, stainless steel, galvanized steel, plastic, and other special materials will not be painted.

**STORAGE:** The Heat Exchanger should be placed in a covered area and protected from freezing.

**FIELD SERVICE:** As required, but not to exceed one (1) trip and one (1) day of mechanical service, each unit.

**ESTIMATED SCHEDULE:** Based on current deliveries by suppliers and our projected work load, we estimate that we can ship fabricated materials in accordance with the schedules listed below. Approval Schedule is shown in weeks after receipt of order with complete information. SCHEDULE COMMITMENTS ARE SUBJECT TO REVISION AND MUST BE CONFIRMED AT TIME OF ORDER.

Submittal of Approval Drawings . . . . . 8-10 weeks  
Shipment, after Receipt of Approval. . 32 – 34 weeks



**EXCLUSIONS:** The following are not included in this offering.

1. Boiler
2. Sludge piping, fittings, or valves
3. Water piping, fittings, or valves
4. Adhesive dispenser for any adhesive anchors, if used
5. Sludge and water supply piping pressure relief valves
6. Sludge recirculation pump, motor, or controls
7. Building hot water pump, motor, or controls
8. Digester temperature controls
9. Concrete work or erection

**NOTE:**

1. WPE does not provide information for any construction permits, installation permits, operating permits, or related documents which may be required by Local or State Authorities.
2. If sludge and water supply piping relief valves are specifically noted within this proposal as being supplied by Walker Process, all associated relief valve mounting spools and drain piping are not provided by Walker Process. All pressure relief valves are shipped separately and are to be field installed in the sludge and water supply piping by the installing Contractor.

*WPE HEATX HEAT TRANSFER AND HYDRAULIC HEAD LOSS PROGRAM HEATX  
 01.XLS - REV 21 - 6/2/2023*



*Sheboygan DATE: 12/06/24  
 Two pass unit, one pass Calculations BY: Lane  
 24-0130S*

SLUDGE SPECIFIC GRAVITY 1.000  
 SLUDGE VISCOSITY 1.00 cSt  
 SLUDGE SPECIFIC HEAT 1.00  
 BTU/(LBm-°F)

**THIS IS A SLUDGE HEATING APPLICATION**

PROCESS HEAT TRANSFER REQUIRED	UNKNOWN BTU / HR
EXCHANGER WATER TUBE MATERIAL	SA 53 E/S ALLOY STEEL
EXCHANGER WATER SIDE TUBE	6 INCH SCH 40 PIPE
EXCHANGER WATER SIDE TUBE WALL THICKNESS	0.280 IN
EXCHANGER SLUDGE TUBE MATERIAL	SA 53 E/S ALLOY STEEL
EXCHANGER SLUDGE SIDE TUBE	4 INCH SCH 40 PIPE
EXCHANGER SLUDGE SIDE TUBE WALL THICKNESS	0.237 IN
EXCHANGER FRAME LENGTH	12.00 FT
NUMBER OF TUBES PER PASS	8
NUMBER OF PASSES - WATER	1
NUMBER OF PASSES - SLUDGE	1
HEAT TRANSFER AREA - SLUDGE PIPE O.D. AREA	119.8 FT <sup>2</sup>
HEAT TRANSFER AREA - SLUDGE PIPE I.D. AREA	107.2 FT <sup>2</sup>
WATER FLOW PER PASS	175 GPM
WATER INLET TEMPERATURE	160.0 °F
SLUDGE FLOW PER PASS	200 GPM
SLUDGE INLET TEMPERATURE	95.0 °F
THEORETICAL PRESSURE DROP WATER SIDE	10.6 FT WC
THEORETICAL PRESSURE DROP SLUDGE SIDE	5.3 FT WC
<b>OVERALL HEAT TRANSFER COEFFICIENT WITHOUT FOULING</b>	341.6 BTU/(HR-FT <sup>2</sup> -°F)
WATER OUTLET TEMPERATURE - NO FOULING	138.5 °F
WATER OUTLET TEMPERATURE DIFFERENCE - NO FOULING	21.5 °F
SLUDGE OUTLET TEMPERATURE - NO FOULING	113.5 °F
HEAT TRANSFERRED - NO FOULING	1,840,821 BTU/HR
APPLIED SLUDGE HEAT TRANSFER FOULING FACTOR	0.0010 (HR-FT <sup>2</sup> -°F)/BTU
<b>OVERALL HEAT TRANSFER COEFFICIENT WITH FOULING FACTOR</b>	247.1 BTU/(HR-FT <sup>2</sup> -°F)
WATER OUTLET TEMPERATURE WITH FOULING	143.0 °F
WATER OUTLET TEMPERATURE DIFFERENCE WITH FOULING	17.0 °F
SLUDGE OUTLET TEMPERATURE WITH FOULING	109.6 °F
HEAT TRANSFERRED WITH FOULING	1,455,520 BTU/HR

## **GENERAL ITEMS**

**SAFETY REGULATIONS:** Equipment and specified accessories supplied by WALKER PROCESS EQUIPMENT Division of McNish Corporation (WPE) will comply with the Occupational Safety and Health Act of 1970 as may be amended to date of order. Purchaser will be responsible for specifying items required by the Act, which depend upon the particular service or operating methods of the Owner.

**PAINTING:** If Purchaser's equipment has shop painting included in the price, as outlined in the main body of this proposal, please take note of the following:

Our prices are based on shop surface preparation and shop coat(s) as outlined in the main body of this proposal. In the event that an alternative paint system is selected by the Purchaser, WPE requires written notification and data from Purchaser on the alternate paint selected. With Purchaser's agreement, WPE will then either adjust our price as may be necessary to comply or ship the material unpainted if compliance is not possible, due to application problems or environmental controls.

Shop primer paint is intended to serve only as minimal protective from the time of application (usually for a period not to exceed 30 days). Therefore, it is imperative that the finish coat normally be applied within 30 days of shipment on all shop coated surfaces. Without final coating(s) protection, primer degradation will likely occur after this period, which in turn may require renewed field surface preparation and field coating by Purchaser and/or Field Painting Contractor. Unless noted otherwise, shop prime paint will be held back 3 inches from areas that require field welding.

All field surface preparation, field paint, field touch-up, and field repair to shop coated surfaces are not by WPE. WPE will not be responsible for condition of shop primed or shop finished painted surfaces after equipment leaves its shops. Purchaser is invited to inspect painting in our shops for proper surface preparation and shop coating application prior to shipment.

WPE assumes no responsibility for field surface preparation or field touch-up of shop coatings related to shipping damage or handling damage. Any bruises, mars and/or scratches caused by loading, shipping, unloading and handling the equipment must be immediately touched up in the field by Purchaser and/or Field Painting Contractor prior to any equipment storage or equipment installation. WPE will not accept any responsibility for rusting due to equipment not receiving additional coats in the field by the Purchaser and/or Field Painting Contractor.

Purchaser must advise WPE in writing of any and all concerns regarding the shop applied surface preparation and/or the shop applied coating(s) before equipment is installed. WPE will not accept any back charges related to either the shop applied surface preparation or the shop applied coating(s) after equipment has been installed.

Application of field coating(s) shall be in strict compliance with the coating manufacturer's recommendations. Prior to application of field coat(s), the Purchaser and/or Field Painting Contractor must ensure that the maximum recoat time for the shop coating, as set forth by the shop coating manufacturer, will not be exceeded. If the maximum recoat time will be exceeded, the Purchaser and/or Field Painting Contractor shall consult the shop coating manufacturer for necessary surface preparation prior to applying subsequent top coats. Application of field coating(s) shall be construed as the Purchaser's and Field Painting Contractor's full acceptance of both the shop applied surface preparation and the shop applied coating(s). WPE will not accept any back charges related to either the shop applied surface preparation or the shop applied coating(s) after field coatings are applied.

All finish coats are not by WPE unless otherwise stated in the main body of this proposal. Finish coats must be the same type and by the same paint manufacturer as the prime coat, to ensure optimum compatibility and avoid invalidation of the paint warranty. The Purchaser and Field Painting Contractor are responsible that the field finish coating system is fully compatible with the shop applied coating(s).

Painting of fasteners and other touch-up to painted surfaces will be by Purchaser and/or Field Painting Contractor after mechanism erection.

No shop coatings are used by WPE on aluminum, stainless steel or other non-ferrous metals, or on galvanized metal, unless specifically designated.

All pipes, tubes, etc., 20" in diameter and larger, which receive shop surface preparation as outlined in the main body of this proposal, receive both interior and exterior shop surface preparation and shop coating. For pipes, tubes, etc., smaller than 20" in diameter, shop surface preparation and shop coating only extends into the ends of the pipes, tubes, etc., as far as the gun will reach without inserting the gun within the pipe or tube.

Motors, gear motors, and other components not manufactured by WPE will be painted solely with the originating manufacturer's standard paint system. No additional shop coatings are applied by WPE for components not manufactured by WPE.

Prior to field sandblasting, the Purchaser and/or Field Painting Contractor shall protect all gears, motors, drives, mixers, shafting, electrical controls, seals, breather vents and miscellaneous items of equipment that could be damaged by sandblasting or entry of sand. Painting can damage seals and plug breather vents on the drive units. WPE will not be responsible for leaks or loss of lubricant due to field applied paint of seals and/or vents.

Evaluation of dry film coating thickness complies with the requirements of industry standard SSPC-PA2, "Paint Application Specification #2 Measurement of Dry Coating Thickness With Magnetic Gages."

**ANCHORAGE:** Note that existing concrete tanks may require concrete modifications in the areas where new anchors will be placed in order to meet current design codes. Sometimes the required modification may be extensive. Foundation loads from the equipment provided will be submitted, but WPE is not responsible for cost, design, or the work for the concrete modification.

WPE is not responsible for determining the condition, adequacy, capacity, or suitability of existing anchors or concrete if the existing anchors are to be reused.

**STAINLESS STEEL:** Stainless steel products that have been subjected to the pickle, passivate and electro-polish process are more resistant to rust and corrosion than untreated products, however this does not guarantee that the products will not rust, corrode or discolor. Due to the many circumstances outside of the control of Walker Process Equipment Division of McNish Corporation and our fabricators all present and prospective purchasers of stainless steel product are cautioned about possible conditions that affect their application if cosmetic appearance is required. McNish Corporation and Walker Process Equipment Division of McNish Corporation make **no warranty**, expressed or implied, as to the rust, corrosion or discoloration resistance of stainless steel products supplied by Walker Process Equipment Division of McNish Corporation.

**ADHESIVE (EPOXY) ANCHORS:** WPE specifically excludes all responsibility for field installation of adhesive anchors, all field installer certifications of adhesive anchors, and all equipment and appurtenances required to field install the adhesive anchors.

**RECEIVING MATERIAL:** Upon receipt of each shipment, the Contractor/Purchaser should check the goods received against the tally on the PACKING LIST provided by WPE. If any items are missing, an appropriate notation should be made on the shipping papers and WPE should be notified immediately. Shipments for which no shortages are reported to WPE within fourteen (14) days of delivery to the jobsite will be considered complete as listed on the PACKING LIST.

**STORAGE/PROTECTION:** All motors, drives, shipping cartons containing sensitive equipment, and any other items that would reasonably deem special care be exercised in storage must be stored inside or adequately protected from moisture, and exposure. WPE will not be responsible for damage or deterioration due to improper handling, exposure or inadequate protection.

**FIELD INSTALLATION:** The equipment described and offered in this proposal is to be field installed by OTHERS. WPE will provide General Installation instructions, as a guide only, to assist installer who is presumed to be experienced, competent and equipped to handle and install the equipment as offered herein. It is the Contractor's responsibility to furnish any erection aids he deems necessary.

**GENERAL ITEMS NOT INCLUDED:** Unless specifically indicated to the contrary in the scope, the following items are excluded from our offering:

INSPECTION FOR DAMAGE UPON ARRIVAL, UNLOADING, HAULING OR STORAGE, SHIMS/SHIM SETS, ALL ELECTRIC CONTROLS, CONDUIT, WIRING AND ALARMS, GREASE FITTINGS, GREASE LINES, LUBRICATING OIL OR GREASE, INFLUENT PIPE, SLUDGE OR SCUM PIPING AND FITTINGS AND VALVES, FIELD PAINTING OR WELDING, CONCRETE WORK, INSTALLATION OF EQUIPMENT, ANCHORAGE TEMPLATES, LABOR AND MATERIALS TO REPAIR DEFECTS CAUSED FROM SHIPPING AND HANDLING AND INSTALLATION, HANDRAILS AND WALKWAYS NOT LOCATED ON THE EQUIPMENT, TOOLS, SPARE PARTS, VIDEO TAPES/TAPING OF INSTRUCTIONS/TRAINING SESSIONS.

*If this proposal includes an offer for WPE to provide field inspection services of existing equipment, the price shown does not include any material or labor necessary to provide safe access to all areas that require visual inspection, such as scaffolding, ladders, lifts, lighting, safety harnesses, testing for air quality in confined areas, breathing apparatus, safety observers, safety permits or any other materials or labor required for the inspections. The contractor is solely responsible to coordinate the draining and cleaning of all tanks and structures to be inspected and to provide all material and labor required to assist WPE with the inspection.*

*When field service is requested to inspect existing structures, the following conditions shall apply:*

- *The field inspection services will be performed to generally accepted industry professional standards and WPE will use ordinary skill in providing field inspection services.*
- *The Customer shall provide well-ventilated access to all areas requiring inspection and will provide all required scaffolding, ladders, safety equipment, tools, surveying equipment, labor assistance etc., required to perform the field inspection services.*
- *The Customer shall completely drain and clean all tanks, structures and access areas prior to WPE providing field inspection services.*
- *The Customer shall understand that WPE personnel are not corrosion experts, concrete experts, coatings experts, or failure analysis experts; All field inspections are strictly limited to "visual" observations and do not encompass measuring structural members or structural analysis.*
- *The Customer shall satisfy itself as to the adequacy and accuracy of the information provided by WPE personnel and shall take complete responsibility as to the use of the information provided by the WPE personnel and the information contained within the WPE field inspection report, which will be provided by WPE to the Customer.*
- *WPE makes no warranty of any kind, expressed or implied with respect to the field inspection services.*

## **TERMS AND CONDITIONS OF SALE**

1. **Controlling Terms.** All purchase orders submitted to Walker Process Equipment, a division of McNish Corporation (hereinafter referred as “**Seller**”) by a purchaser (hereinafter referred to as the “**Buyer**”) for products and/or services sold by Seller shall constitute acceptance of Seller’s Bid Proposal, these Terms and Conditions of Sale and Seller’s Mechanical Warranty (hereinafter referred to, collectively, as “Seller’s Contract Documents”). In the event any provision of Buyer’s purchase order conflicts with Seller’s Contract Documents, the provisions of Seller’s Contract Documents shall control. Any modifications, amendments or other changes to Seller’s Contract Documents must be agreed upon in writing signed by Seller. Seller is neither a party to, nor shall Seller be bound by, the terms of any contract or agreements between Buyer and any other party. (Seller’s Contract Documents and Buyer’s purchase order are hereinafter referred to, collectively, as the “Contract”).
2. **Acceptance of Purchase Orders.** All purchase orders received by Seller are subject to approval of Buyer’s credit and is contingent upon Seller’s receipt of written approval of all equipment submittals or written waiver thereof.
3. **Shipment and Delivery.** The shipping schedule set forth in Seller’s proposal is based upon Seller’s knowledge of the availability of materials at the time of quotation. Seller will use reasonable efforts to meet specified delivery dates, but such dates are estimates only and are not guaranteed. Seller reserves the right to make partial shipments and invoice Buyer for same. If Buyer delays shipment, Seller may invoice and the Buyer agrees to remit the amount due per terms as if the equipment had shipped. The Seller shall not be liable for any delays beyond its reasonable control (i.e., force majeure) including inadequate or reduced supply, or excessive costs, of suitable materials.
4. **F.O.B. Point and Title.** Seller’s delivery of goods to a carrier F.O.B. shipping point constitutes delivery to Buyer and will transfer all title, ownership, and possession of the goods to Buyer.
5. **Payment Terms.** Payment terms are independent of, and are not contingent upon, the time and manner in which Buyer receives payment from any other person. All accounts that remain unpaid after the due date will accrue interest at a rate of two percent (2%) per month (annual percentage rate of 24%), or the maximum interest rate permitted by law. Buyer shall pay all costs and expenses, including reasonable attorneys’ fees, which are incurred by Seller to collect any past due accounts.
6. **Setoff.** Buyer shall have no right to setoff or deduct any sums owed to Seller under this Contract for any amounts that are in dispute between Seller and Buyer and relate to any other project or contract between Seller and Buyer. Any setoff so made shall constitute a default by Buyer under this Contract and Seller shall then be entitled to pursue all remedies available to Seller for such default, including, but not limited to, the Seller’s right to stop performing Seller’s obligations under this Contract.
7. **Taxes.** Prices quoted by Seller do not include any federal, state, local, sales, use, excise or other taxes. Any tax applicable to Buyer’s purchase of Seller’s goods shall be paid by Buyer directly to the appropriate governmental authority.
8. **Warranty.** Seller warrants all goods that it manufactures in accordance with the terms of Seller’s Mechanical Warranty, a copy of which is attached hereto and made a part hereof (the “Warranty”). Seller reserves the right to declare the Warranty null and void upon the breach of any of Buyer’s obligations under its Contract.
9. **Cancellation.** If Buyer requests or causes a cancellation of any work performed by Seller on Buyer’s behalf, Buyer agrees to pay Seller for all costs and expenses incurred by Seller, plus overhead and profit, through and including the date of cancellation.
10. **Backcharges.** No back charges or delay in payment for goods or services furnished by Seller under this Contract shall be made by Buyer without Seller’s advance written approval. If Buyer assesses back charges against Seller that are not approved in advance by Seller, Buyer shall be in breach of this Contract and Seller shall have no further obligation to continue performing any further work or service for Buyer.

11. **Price Adjustment.**

**Fabricated Steel Components**

A contract price revision will take effect if, at the time WPE can purchase fabricated steel required for this project, the increase in the cost of fabricated steel assemblies (carbon steel or stainless steel) is greater than 2% above the cost at the bid date. The contract price will be adjusted by the amount that the current cost of steel exceeds 102% of the cost of steel on the bid date.

**Other Large Value Items**

A contract price revision will take effect if, at the time WPE can purchase Large Value Items for this project, the increase in the cost of those items such as aluminum (handrailing and grating), plastic, fiberglass, control panels, mixers, burners etc. is greater than 2% from the cost quoted to us within 3 weeks prior to the bid date. The contract price will be adjusted by the amount that the cost of the large value items exceeds 102% of the cost of these items on the bid date.

12. **Indemnification.** Seller agrees to indemnify Buyer, hold Buyer harmless, and upon request, to defend Buyer from and against all damages, losses, liabilities, costs and expenses, including reasonable attorney's fees, incurred by Buyer and arising from any claims, demands and suits, for personal injury, death, or property damage caused by the acts or omissions of Seller, in whole or in part, in connection with Seller's furnishing of the goods and services by this Contract. Seller's maximum liability to Buyer hereunder shall not exceed the limits of Seller's insurance policies as evidenced by the Certificate of Insurance delivered by Seller to Buyer in connection with this Contract.

13. **Limitation of Liability.** Notwithstanding anything contained in this Contract to the contrary, Seller shall have no liability to Buyer for any consequential, incidental, indirect, liquidated, special, exemplary, and punitive damages arising from or alleged to arise from Seller's breach of this Contract, as Seller's sole liability to Buyer for breach of this Contract shall be for direct damages actually suffered or incurred by Buyer. Seller's liability to Buyer for warranty claims shall be solely as stated in Seller's Mechanical Warranty attached hereto and made a part hereof. Seller's maximum liability to Buyer for direct damages under this Contract shall be limited to, and shall not exceed, the purchase price of the goods and services furnished by Seller to Buyer under this Contract.

14. **Force Majeure.** Seller shall not be liable for any costs or damages of any kind under this Contract related to or arising from delays or nonperformance of Seller's obligations caused by any event occurring beyond Seller's control, including, without limitation, acts of God, disasters caused by weather or any other event, strikes, disease, epidemics, pandemics, riots, war, shortages in materials or supplies required or the manufacture or shipment of the products, or governmental orders.

15. **INDEMNIFICATION PROVISION FOR WATER TREATMENT PROJECTS**

Buyer hereby agrees to indemnify, hold harmless, and upon request, to defend, Seller and Seller's shareholders, directors, officers, employees, agents and legal representatives (hereinafter referred to, collectively, as the "Indemnified Parties"), from and against any and all damages, losses, liabilities, fines, penalties, costs and expenses (including, but not necessarily limited to, all fees incurred by the Indemnified Parties for attorneys and other professional consultants) engaged by the Indemnified Parties, in connection with, or relating to, any claim, demand, action, suit, administrative proceeding, judgment, order, investigation or remediation asserted or issued by any third party, including, without limitation, any federal, state, or local governmental authority, arising or alleged to arise from the presence of any Hazardous Substances (as hereinafter defined), which have been discharged, directly or indirectly, into or from any body of water treated or to be treated by any equipment manufactured or provided by Seller pursuant to the terms of this Purchase Order. For purposes hereof, the use of the term "Hazardous Substances" shall mean industrial wastes, toxic pollutants, and chemicals (including but not limited to per-and polyfluoroalkyl substances (PFAs) or other manufactured chemicals), and any other hazardous substances as such terms are defined under Environmental Laws (as hereinafter defined), petroleum and petroleum products, asbestos or any material which contains any hydrated mineral silicate, including, without limitation, chrysotile, amosite, crocidolite, tremolite, anthophyllite and/or actinolite, whether friable or non-friable, polychlorinated biphenyl ("PCB") or PCB containing materials or fluids, radon, any other hazardous or radioactive substance, material, pollutant,

contaminant or waste, and any other substance with respect to which Environmental Laws or governmental authority requires environmental investigation, monitoring or remediation. The term "Environmental Laws" shall mean all federal, state, and local laws, statutes, ordinances and regulations, now or hereafter in effect, in each case as amended or supplemented from time to time, including, without limitation, all applicable judicial or administrative orders, applicable consent decrees and binding judgments relating to the regulation and protection of human health, safety, the environment and natural resources (including, without limitation, ambient air, surface, water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation).

16. **Field Service.** Field service quoted is not supervisory but advisory only and is offered subject to the express agreement that our servicemen's function and responsibilities are limited to inspection, interpretation of assembly drawings and IOM manuals, and identification of materials for proper assembly and operation. In order to ensure the availability of a servicemen, Buyer must provide Seller with an eight (8) week advance notice to schedule service requests. If less than eight (8) weeks-notice is given by Buyer, Seller cannot guarantee availability when requested, and also may result in premium charges to Buyer's account. Once a service date is scheduled, any travel cost increased due to a change in the service date requested by Buyer will be billed to the Buyer. If, in the event Seller's field service technician arrives when requested, and the jobsite is not ready for service, Seller shall deduct the days/trips from the allotted time included in our scope of supply, or invoice Buyer at the per diem rate plus actual travel expenses.

Any additional field service requested by Buyer shall be provided by Seller at a rate of \$1,200 per diem plus actual travel, housing and meal expenses. Consultation or advisory services of a process engineer or staff engineer within the continental limits of the United States will be charged at the rate of \$1,450 per diem plus actual travel, housing, and meal expenses. There will be no credit for using less days or trips than the amount identified within this proposal. The per diem rates quoted are for normal site work schedule, eight (8) hours per day, five (5) days per week; all overtime and Saturday work to be invoiced at one and one-half the per diem rate; Sunday and legal holiday work to be invoiced at double the per diem rate.

17. **Limitation of Actions.** Notwithstanding any statutory period of limitation to the contrary, and except as otherwise provided in Seller's Warranty, any action or claim against Seller by Buyer with respect to Seller's furnishing of goods must be brought within one (1) year from date of Seller's shipment or offer of shipment of the goods purchased by Buyer.

18. **Disputes and Governing Law.** All disputes and controversies arising between Seller and Buyer shall be settled by a court of competent jurisdiction in Kane County, Illinois. All agreements between Seller and Buyer shall be construed in accordance with, and governed by, the laws of the State of Illinois, and shall be construed to be between merchants.

19. **Disclosure.** Seller is a Division of McNish Corporation. Goods or services to be provided by Seller pursuant to this Contract may include goods or services provided by another division of McNish Corporation.

20. **Invalidity.** If any provision of Seller's Contract Documents is held to be invalid or is otherwise rendered unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions thereof.

21. **Binding Effect.** This Contract shall be binding upon, and inure to the benefit of, Seller and Buyer, and their respective successors, assigns, and legal representatives.

22. **Entire Agreement.** This Contract constitutes the entire agreement between Seller and Buyer, and supersedes all prior agreements, negotiations, and communications, whether oral or written, between Seller and Buyer with respect to the subject matter hereof.

**SELLER:**

WALKER PROCESS EQUIPMENT,  
Division of McNish Corporation

Signature:



Name/Title: Lane G. Sheldon / Regional Sales Manager

Date: December 6, 2024

**ACCEPTED BY BUYER:**

Name of Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_



## MECHANICAL WARRANTY

Walker Process Equipment, division of McNish Corporation ("Seller") warrants, to Buyer that all products and parts of its manufacture ("Goods") are free from defects in material and workmanship on the date of shipment. Seller's obligation under this Mechanical Warranty is to replace or repair, at no charge to Buyer and the original user of the Goods, any Goods which proves to Seller's satisfaction to have a defect in material or workmanship that interferes with the mechanical operation of the Goods under normal use and service within one (1) year from date of initial operation of the Goods or fifteen (15) months from date of shipment, whichever time period first occurs (the "Warranty Period").

If, within the Warranty Period, Buyer gives Seller prompt written notice of any defects in the Goods, Seller shall then, as Buyer's sole remedy, repair or replace, any such Goods, which Seller determines, in its sole discretion, to have failed under normal use. Unless otherwise agreed to, in writing, by Seller, (i) all repairs or replacements shall be made F.O.B. Seller's manufacturing facility or other locations designated by Seller; and (ii) Buyer shall be solely responsible for the cost of any labor required in order to allow Seller to gain access to the Goods in order to allow Seller to assess the claimed defects; and (iii) Buyer shall be responsible for all costs of installation of all Goods replaced or repaired by Seller under this Warranty. If Seller determines that any claimed defect is not, in fact, covered by this Warranty, Buyer shall pay Seller its then customary charges for any repairs or replacements made by Seller. Any suit or action brought under this Warranty must be commenced not later than ninety (90) days after the expiration of the Warranty Period, notwithstanding any statute of limitations to the contrary. Buyer shall provide Seller with satisfactory evidence that all the Goods have been maintained in accordance with Seller's instructions as stated in the installation, operations, and maintenance (IOM) manual provided by Seller to Buyer.

This Warranty does not apply to, and is rendered null and void by, any Goods which, after leaving Seller's manufacturing plant, are: (i) repaired or altered without Seller's prior written approval; or (ii) improperly stored, installed or operated, including any Goods operated beyond its rated capacity or without required safety devices and protective measures; or (iii) the subject of intentional or negligent misuse, misapplication, neglect, or accident; or (iv) installed contrary to Seller's instructions; or (v) the subject of start-up, inspections, or instructions in the operation or maintenance performed by any person who is not an authorized representative of Seller; or (vi) damaged from corrosion, erosion, or any other deterioration occurring after the Goods, or parts thereof, leave the point of manufacture; or (vii) not maintained in accordance with Seller's instructions as stated in the Installation, Operation and Maintenance (IOM) Manual provided by Seller to Buyer.

This Mechanical Warranty shall not apply to products or parts which are not manufactured by Seller. Buyer's sole remedy for defective products and parts not manufactured by Seller shall be solely as provided under the warranty, if any, of the original manufacturer of such products and parts. All warranty claims for defective products and parts not manufactured by Seller shall be submitted directly to the original manufacturer for coverage.

The obligations of Seller under this Warranty are subject to, and contingent upon, Buyer not being in breach of any of its payment obligations to Seller for the Goods.

**This Warranty is provided by Seller, and accepted by Buyer, in lieu of all other warranties and remedies, express or implied. Seller disclaims the implied warranties of merchantability and fitness for a particular purpose, and any implied warranties arising from course of performance, course of dealing, or usage or trade. Seller shall not be liable under this Mechanical Warranty to Buyer or any other party for direct, special, consequential, indirect or incidental damages of any kind, including, but not limited to, loss of profits. Seller's sole obligation and Buyer's exclusive remedy for warranty claims relating to any Goods is as stated in this Mechanical Warranty.**

## AGENDA ITEM MEMORANDUM

---

DATE: 2/20/2025

TO: Public Works Committee

FROM: Joe Kerlin, Superintendent of Parks

SUBJECT: Resolution 179-24-25 – Boy Scouts Camporee Event

### ISSUE

Should the Public Works Committee recommend approval of allowing the Director of Public Works to grant permission to Boy Scouts of America – Lakeshore District to maintain a temporary campsite on property owned and maintained by the City and to maintain controlled fire(s) on such property for a Camporee event occurring May 2 – 4, 2025?

### STAFF RECOMMENDATION

Staff recommends approval of a temporary campsite on property owned and maintained by the City, Maywood Environmental Park, and to maintain controlled fire(s) for a Camporee event occurring May 2 – 4, 2025.

Maywood Association Staff are also in favor of the event.

### BACKGROUND/DISCUSSION

Maywood board member, Marlyn Meinnert, represents the Boy Scouts group and Sally Bork, District Executive Director, are requesting to utilize the Maywood facility as the host site for their Scout Camporee.

This event involves over 100 scouts, along with their leaders, camping outdoors from Friday evening, May 2, 2025 through Sunday morning, May 4, 2025. Saturday is spent rotating through sessions including merit badges, service projects on site, scout ceremonies and other activities.

They will be camping in the overflow parking lot. They bring in their own portable toilets and handwashing station. They would like to have access to the building in case of emergency, such as a tornado. The group has held the event at various locations, including Silver Creek Park in Manitowoc, the Sheboygan County Airport, and others. They are fully insured, well-supervised and self-sufficient. As mentioned, they would also help complete service work in the park.

### FUNDING IMPACT

There is no funding impact.

### IF APPROVED, NEXT STEPS:

Upon approval, the Director of Public Works will be authorized to permit the Boy Scouts of America to camp at Maywood Environmental Park from May 2 – 4, 2025 upon submission of all necessary information and approval of same by the Director of Public Works and City Attorney or their designees.



DEPARTMENT OF  
PUBLIC WORKS

2026 NEW JERSEY AVE.  
SHEBOYGAN, WI  
53081

920/459-3440  
sheboyganwi.gov

**CITY OF SHEBOYGAN  
RESOLUTION 179-24-25**

**BY ALDERPERSONS DEKKER AND RAMEY.**

**MARCH 3, 2025.**

A RESOLUTION authorizing the Director of Public Works to grant permission to Boy Scouts of America – Lakeshore District to maintain a temporary campsite on property owned and maintained by the City and to maintain controlled fire(s) on such property for a Camporee event occurring May 2 – 4, 2025.

WHEREAS, Sheboygan Municipal Code § 40-61 generally prohibits camping on City-owned property, including streets, parks, and municipal parking lots except when the Director of Public Works is authorized by the Common Council to grant permission for such activities; and

WHEREAS, Boy Scouts of America – Lakeshore District desires to operate a Camporee event at Maywood Environmental Park from May 2 – 4, 2025 during which over 100 scouts and their leaders will rotate through sessions including merit badges, on-site service projects, scout ceremonies, and other activities; and

NOW, THEREFORE, BE IT RESOLVED: That the Director of Public Works is authorized to permit the Boy Scouts of America to camp at Maywood Environmental Park from May 2 – 4, 2025 upon submission of all necessary information and approval of same by the Director of Public Works and City Attorney or their designees.

BE IT FURTHER RESOLVED: That the Director of Public Works, or their designee, is authorized to permit the Boy Scouts of America to utilize fire ring(s) placed in approved location(s) pursuant to Sheboygan Municipal Code § 40-60(d).

BE IT FURTHER RESOLVED: That the Director of Public Works, in their capacity as having the authority and powers prescribed by the Sheboygan Municipal Code for the board of public works, may authorize such further activities as would otherwise be prohibited by park rules and designate areas for such activities.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of Sheboygan

## AGENDA ITEM MEMORANDUM

---

DATE: 3/5/2025

TO: Public Works Committee

FROM: Joe Kerlin, Superintendent of Parks

SUBJECT: Resolution 181-24-25 – Wildwood Athletic Complex Use Agreement

### ISSUE

Should the Public Works Committee recommend approval authorizing the appropriate City officials to execute the Agreement Between City of Sheboygan and Fox Valley Athletics, LLC for the Management and Operation of Recreational Programs at Wildwood Athletic Complex?

### STAFF RECOMMENDATION

Staff recommends approval of the agreement. DPW looks forward to forming a partnership offering a well-organized, well-run program and continued improvements to the park.

### BACKGROUND/DISCUSSION

The City entered into a one-year agreement with Fox Valley Athletics in 2024. Eric Schaefer, owner of Fox Valley Athletics, ushered in a new vision for Wildwood Softball. He brought professionalism with structured rules and consequences that brought a more enjoyable atmosphere and play for all teams.

City staff worked with Eric and negotiated a five-year agreement allowing for rate increases each year.

### FUNDING IMPACT

Three new scoreboards were purchased at the end of 2024 for Wildwood Athletic Complex.

### IF APPROVED, NEXT STEPS:

Upon approval, Fox Valley Athletics will begin registering teams for the 2025 season.



DEPARTMENT OF  
PUBLIC WORKS

2026 NEW JERSEY AVE.  
SHEBOYGAN, WI  
53081

920/459-3440  
sheboyganwi.gov

**CITY OF SHEBOYGAN  
RESOLUTION 181-24-25**

**BY ALDERPERSONS DEKKER AND RAMEY.**

**MARCH 3, 2025.**

A RESOLUTION authorizing the appropriate City officials to execute the Agreement Between City of Sheboygan and Fox Valley Athletics, LLC for the Management and Operation of Recreational Programs at Wildwood Athletic Complex.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Agreement Between City of Sheboygan and Fox Valley Athletics, LLC, a copy of which is attached hereto.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of Sheboygan

AGREEMENT  
 BETWEEN CITY OF SHEBOYGAN AND FOX VALLEY ATHLETICS, LLC  
 FOR THE MANAGEMENT AND OPERATION OF RECREATIONAL PROGRAMS  
 AT WILDWOOD ATHLETIC COMPLEX

This Agreement is made by and between the City of Sheboygan, a municipal corporation existing under the laws of the State of Wisconsin (“City”), and Fox Valley Athletics, LLC, a Wisconsin limited liability company (“FVA”).

RECITALS

WHEREAS, The City owns a public recreational facility commonly known as Wildwood Athletic Complex located at 2276 New Jersey Ave, Sheboygan, Wisconsin; and

WHEREAS, the professional management and operation of recreational programs at Wildwood Athletic Complex is a benefit to the city and its residents and visitors; and

WHEREAS, FVA has operated adult softball leagues in Appleton, Menasha, and Neenah and desires to offer quality recreation programs to the City of Sheboygan; and

WHEREAS, the Parties desire to set forth the terms and conditions under which FVA will manage recreational programs at Wildwood Athletic Complex.

NOW, THEREFORE, the parties agree as follows:

- I. FVA Responsibilities. In addition to other responsibilities and duties otherwise set forth in this Agreement, FVA’s responsibilities shall include:
- a. Management and operation. FVA shall manage and operate all aspects of the Wildwood Athletic Complex sports facilities including, without limitation, administration, field and facility maintenance, staffing, concessions, and reservations. Such services include at a minimum, ballfield leveling, grooming, and grass mowing/trimming other than once weekly grass mowing provided by the City. FVA shall also notify the City if it becomes aware of the need for playground maintenance or tree trimming.
  - b. Services. FVA shall supply the following services:
    - i. Gas, oil, and grease necessary for equipment usage;
    - ii. Garbage bag replacement in trash and recycling receptacles and transferring full bags to the on-site dumpster;
    - iii. Flags;
    - iv. Ballfield supplies such as Diamond Mix, Turface, and chalk;
    - v. Provision of hand tools;
    - vi. Field grooming including but not limited to field mowing, grass and weed trimming, lawn rolling, infield and warning track grading;
    - vii. Cleaning restrooms, maintaining the interior of the concession stand, food service areas, and the immediate asphalt area outside of the ball diamonds;

Provision of all garbage and recycling bags, cleaning products, and restroom paper products.

- c. Security. FVA shall ensure the Wildwood Athletic Complex facility is secured after each use. FVA shall be responsible for maintaining possession of facility keys. Facility keys shall not be duplicated or distributed to non-FVA staff. FVA may be responsible for facility keying expenses from neglecting to maintain keys or return keys to the City.
  
- d. Legal Compliance. FVA shall comply with all applicable park rules, City ordinances and state laws regarding the operation of the concession stand and shall obtain all necessary permits and licenses required for such operation. FVA shall comply with all federal, state, and local laws, regulations, and rules applicable to its operations at Wildwood Athletic Complex.
  
- e. Concessions. FVA shall have the right, license, and privilege to provide concession services subject to the following:
  - i. FVA shall operate and manage the concession stand in a safe, efficient, sanitary, and environmentally-friendly manner. Such operation and management includes without limitation, the storage, preparation, and sale of concession items.
  
  - ii. Unless otherwise specifically set forth in this Agreement, FVA shall be responsible for providing all supplies and equipment necessary to deliver the services set forth in this Agreement to a level that, at a minimum, meets the demands and expectations of the customers. In acquiring supplies, equipment, goods, and services, FVA shall not use, pledge, or in any rely on the City's credit.
  
  - iii. Intoxicating Beverages. FVA shall refrain from selling intoxicating liquors, other than fermented malt beverages, upon the Wildwood Athletic Complex premises, and shall limit the sale of fermented malt beverages to be served only in paper or plastic cups, plastic bottles, or aluminum cans, and only sell such beverages during softball tournament activities, league play, or exhibition events taking place at Wildwood Athletic Complex. FVA's employees involved in the sale of fermented malt beverages shall be properly trained in the sale of alcohol and properly licensed as required.
  
  - iv. FVA shall provide food and beverages like those provided by similar facilities and generally expected by the public at comparable concession stands. Food and beverage offerings shall be based upon available kitchen facilities at the concession stand. FVA shall maintain valid licenses and permits as necessary to facilitate food and beverage concessions.
  
  - v. FVA shall arrange and accept all product deliveries to the concession stand. The City shall not be held responsible for the receipt of any product deliveries. FVA shall clarify with all vendors making such deliveries that FVA is accepting said



deliveries and responsibility for same, including payment. FVA shall not use the City's name or credit to secure any such deliveries.

- vi. FVA may place temporary banners and advertising within the concession area and may place temporary sandwich board signs near the concession stand but such sandwich board signs shall be removed upon closing each day.
- f. Personnel. FVA shall employ a sufficient number of qualified personnel to ensure efficient performance of the various duties set forth in this Agreement. FVA shall be solely responsible for the salaries, benefits, tax withholding, Social Security, and other payroll deductions related to its employees. FVA's personnel are not employees of the City and no actions shall be taken or representations made to create an employment relationship between FVA personnel and the City.
- g. Nondiscrimination. FVA shall not knowingly discriminate in its operations at Wildwood Athletic Complex with respect to its hiring practices and daily operations. This specifically includes discrimination against:
- i. Any City resident(s), or organized team(s) in the activities of their organization insofar as league play, tournaments, and athletic activities are concerned;
  - ii. Any individual who attends as a participant or spectator of any FVA-sponsored athletic activities at the Wildwood Athletic Complex or any other City ballfields.
- h. Indemnification and Hold Harmless. To the extent permitted by law, FVA agrees to indemnify and defend and hold harmless the City of Sheboygan and its officers, officials, employees, and agents from and against any and all liability, loss, damage, expense, costs, and attorney fees arising out of this Agreement caused in whole or in part by FVA, its officers, officials, employees, agents, or anyone for whose acts they may be liable, except where caused by the sole negligence or willful misconduct of the City.
- i. Insurance. FVA shall file with the City a certificate of insurance naming the City, its officers, officials, employees, and agents as additional insured and providing a notice of cancellation of at least thirty days to the City. All insurance shall be in full force and effect throughout the Agreement term and shall be placed with insurers who have an A.M. Best rating of no less than A-. FVA's insurance limits shall be the minimums set forth below:
- i. General Liability: \$1,000,000 per occurrence and \$2,000,000 aggregate.
  - ii. Workers Compensation: Statutory limits
- II. City responsibilities. In addition to other responsibilities and duties otherwise set forth in this Agreement, and subject to available funding, the City shall be responsible for the following:

a. Equipment and supplies. The City shall provide FVA with the use of the following equipment that has traditionally been kept at the Wildwood Athletic Complex:

- i. 1 Smithco ball diamond groomer;
- ii. 1 string trimmer;
- iii. 1 grease gun;
- iv. 14 picnic tables;
- v. 1 fryer;
- vi. Garbage cans;
- vii. 1 push mower;

b. Services. The City shall provide the following services:

- i. Use of the existing storage garage and dumpster located on the Wildwood Athletic Complex premise and garbage collection for said dumpster;
- ii. Once weekly field mowing;
- iii. Playground maintenance;
- iv. Tree trimming as needed to correct hazards and eliminate impediments to softball or baseball games;
- v. Maintain facility lighting and pay utilities

III. Amendments. This Agreement may be amended only by a writing signed by both Parties.

IV. Assignment. The benefits, rights, and obligations set forth herein are personal to the Parties and may not be assigned or transferred to a third party without the other Party's prior, written consent. Any attempted assignment in violation of this section shall be void. Without limiting the foregoing, this Agreement shall be binding upon, enforceable by, and inure to the benefit of the Parties, their permitted successors and assigns.

V. Authority. Each person executing this Agreement represents and warrants that the execution and delivery of this Agreement has been duly authorized, that the person executing this Agreement has 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. If either party is an LLC, such party shall provide to the other party at the time of execution a Statement of Authority (Form 501 - WI DFI).

VI. Costs. FVA shall pay the City by July 1 of each season, the following rates for use of the Wildwood Athletic Complex:

2025: \$3,000  
2026: \$3,250  
2027: \$3,500  
2028: \$3,750  
2029: \$4,000

FVA shall have the right to charge other designated teams, organizations, and clubs a fee for the use of the concession stand and equipment at the Wildwood Athletic Complex premises. Such fees shall be set forth in a Fee Schedule attached to this Agreement as Exhibit A.

VII. Counterparts. This Agreement may be executed in counterparts and all such counterparts together shall constitute one and the same instrument.

VIII. Dispute Resolution. The Parties agree to make good faith attempts to negotiate disputes but if such negotiation fails, the parties agree that disputes may be resolved in Sheboygan County Circuit Court.

IX. Entire Agreement. This Agreement contains the entire understanding between the parties on the subject matter thereof and no representations, inducements, promises, or agreements- oral or otherwise- that are not embodied herein shall be of any force or effect. This Agreement supersedes any other oral or written agreement entered into between the Parties on the subject matter thereof.

X. 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.

XI. Governing Law. This Agreement shall be construed and interpreted in accordance with Wisconsin laws.

- XII. Notice. Any notice, consent, approval, request, or other communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be either personally delivered or sent via first class mail, postage prepaid, to the address below. Delivery shall be deemed effective upon person delivery or deposit in the U.S. mail.

City of Sheboygan

Attn: City Clerk

828 Center Ave.

Sheboygan, WI 53081

Fox Valley Athletics, LLC

Attn: Eric Schaefer

1139 Honeycreek Circle

Oshkosh, WI 54904

- XIII. Right of Entry. The City reserves the right to enter and inspect Wildwood Athletic Complex at any time for any reason and FVA acknowledges and agrees that the City has such right.
- XIV. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision(s) is omitted.
- XV. Taxes. FVA shall be responsible for any taxes that arise as a result of its usage of Wildwood Athletic Complex pursuant to this Agreement.
- XVI. Term and Expiration. This Agreement shall be in force and effect as of the date the Agreement is executed by both parties and shall automatically renew for successive one-year terms from April 1 – November 1 for up to four years unless either party provides 90 days' written notice to the other party of its intention to allow the Agreement to expire
- XVII. Termination for Cause. This Agreement may be terminated by either Party for cause if the other party defaults in the performance of their responsibilities as set forth in the Agreement. The non-defaulting party shall provide 30 days' written notice of intent to terminate for cause and the basis therefore to the defaulting party.. The defaulting party shall have thirty days to cure the default to avoid termination. Expiration or termination of this Agreement for any reason shall not release any party from its obligations thereunder that have accrued prior to the termination or expiration.
- XVIII. Waiver. No failure or delay of any Party in exercising any right or power given to it under this Agreement shall operate as a waiver thereof. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach. No waiver of any breach or modification of this Agreement shall be effective unless contained in writing executed by both Parties.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the latter date written below.

Fox Valley Athletics, LLC  
By: \_\_\_\_\_  
\_\_\_\_\_(name)\_\_\_\_\_, \_\_ (title)\_\_\_\_\_  
Date: \_\_\_\_\_

City of Sheboygan  
By: \_\_\_\_\_  
Ryan Sorenson, Mayor  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Meredith DeBruin, City Clerk  
Date: \_\_\_\_\_

## AGENDA ITEM MEMORANDUM

---

DATE: 3/5/2025

TO: Public Works Committee

FROM: Kevin Jump, PE – City Engineer

SUBJECT: Resolution 182-24-25 - Releasing a property owner from liability related to the soil borings.

### ISSUE

Should the Public Works Committee recommend releasing a property owner from liability associated with employees and/or agents of the City of Sheboygan entering upon the owner's land to obtain soil borings in conjunction with the Southside Interceptor Project?

### STAFF RECOMMENDATION

Staff recommends approval of releasing the property owner from liability related to the soil borings.

### BACKGROUND/DISCUSSION

As a part of the ongoing design of the proposed Southside Sewer Interceptor, the design consultant has sub-contracted with a geotechnical company to perform soils borings. The soil borings provide both the design consultant and construction contractors information pertaining to the expected construction conditions.

One soil boring is proposed on property owned by Dan Casper (Parcel 59281472507). Mr. Casper was contacted by City staff requesting permission to perform the soil boring on his property. During this conversation, Mr. Casper asked for a document to be provided, prior to any work being completed on his property, indicating he would not be liable for any issues related to the completion of the soil borings.

### FUNDING IMPACT

There is no immediate impact, but not being able to provide prospective bidder's information on the soil conditions expected during construction, may result in increased construction costs.

### IF APPROVED, NEXT STEPS:

A copy of the approved resolution will be provided to Mr. Casper, followed by soil boring occurring in the next few weeks.



DEPARTMENT OF  
PUBLIC WORKS

2026 NEW JERSEY AVE.  
SHEBOYGAN, WI  
53081

920/459-3440  
sheboyganwi.gov

**CITY OF SHEBOYGAN  
RESOLUTION 182-24-25**

**BY ALDERPERSONS DEKKER AND RAMEY**

**MARCH 3, 2025.**

A RESOLUTION releasing a property owner from liability associated with employees and/or agents of the City of Sheboygan entering upon the owner’s land to obtain soil borings in conjunction with the Southside Interceptor Project.

RESOLVED: That in consideration for allowing agents and/or employees of the City of Sheboygan to enter upon the land owned by Dan Casper, Parcel Identification No. 59281472507, for the purpose of obtaining soil borings to support the Southside Interceptor Project, the City of Sheboygan, on behalf of its directors, officers, employees, volunteers, and agents, and their successors and assigns releases, discharges, indemnifies, and holds harmless Dan Casper from any and all claims, causes of action, and demands of any nature, whether known or unknown, arising out of or in connection with the soil boring activities taking place on Parcel Identification No. 59281472507. Nothing in this release and waiver of liability shall be construed as the City of Sheboygan waiving its statutory limitations and/or immunities as set forth in the applicable Wisconsin Statutes or other applicable law.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of Sheboygan

## AGENDA ITEM MEMORANDUM

---

DATE: 3/6/2025

TO: Public Works Committee

FROM: Joe Kerlin, Superintendent of Parks

SUBJECT: Resolution 183-24-25 – Budget amendment to accept stormwater DNR Grant

### ISSUE

Should the Public Works Committee recommend approval authorizing a budget amendment in order to participate in a Wisconsin Department of Natural Resources Targeted Runoff Management Grant to support stormwater runoff and erosion control activities in the Pigeon River Corridor located within Maywood and Evergreen Parks?

### STAFF RECOMMENDATION

Staff recommends approval of a budget amendment.

### BACKGROUND/DISCUSSION

In 2024, the City received a \$70,000 Fund For Lake Michigan Grant to begin control designs. The City has been approved for another grant for \$136,255 for further design and partial implementation of the project. Currently, the project consists of four areas along the Pigeon River corridor. The estimated cost of correcting these stormwater runoff pollution sources is around \$415,000. City staff believe these projects will be paid for with grants at no cost to the city.

A budget amendment is needed to accept the DNR grant.

### FUNDING IMPACT

The City has allocated \$250,000 to further support the project to meet the terms of grant acceptance. Again, DPW staff believe the project will be fully funded by grant.

### IF APPROVED, NEXT STEPS:

Upon approval of amending the budget, the City can then approve the acceptance of \$136,255 from the DNR Targeted Runoff Management Grant.



DEPARTMENT OF  
PUBLIC WORKS

2026 NEW JERSEY AVE.  
SHEBOYGAN, WI  
53081

920/459-3440  
sheboyganwi.gov



**CITY OF SHEBOYGAN  
RESOLUTION 183-24-25**

**BY ALDERPERSONS DEKKER AND RAMEY.**

**MARCH 3, 2025.**

A RESOLUTION authorizing a budget amendment in order to participate in a Wisconsin Department of Natural Resources Targeted Runoff Management Grant to support stormwater runoff and erosion control activities in the Pigeon River Corridor located within Maywood and Evergreen Parks.

WHEREAS, on April 3, 2024, via Resolution No. 196-23-24, the Common Council authorized the appropriate City officials to apply for a Wisconsin Department of Natural Resources Targeted Runoff Management Grant and a Wisconsin Department of Natural Resources Urban Nonpoint Source and Stormwater Grant for the purposes of designing and implementing measures to control agricultural or urban stormwater runoff pollution sources within the Pigeon River Corridor located within Maywood and Evergreen Parks; and

WHEREAS, the City also allocated \$250,000 to further support the project within the City's 2025 Budget; and

WHEREAS, Resolution No. 196-23-24 expressed an interest in participating in the cost-sharing requirement necessary to accept both grants and, upon acceptance, directed the Finance Director to bring forward a budget amendment resolution for consideration and confirmation of grant acceptance; and

WHEREAS, the City has been awarded the aforementioned grants and now desires to amend the 2025 budget in order to account for the grant award.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to make the following amendments to the 2025 City budget reflecting the grant funds received through this program:

INCREASE:

Capital Projects Fund – Public Works – Storm Sewer Infrastructure  
(Acct. No. 400300-641500) \$136,255

Capital Projects Fund – State Grants Other  
(Acct. No. 400-436900) \$136,255

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of  
Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan

## AGENDA ITEM MEMORANDUM

---

DATE: 03/07/2025

TO: Public Works Committee

FROM: Michael Willmas, Director of Facilities and Operations

SUBJECT: Resolution 185-24-25 – Mechanical Upgrades Associated with the Roof Replacement Project at the Municipal Service Building

### ISSUE

Should the Public Works Committee recommend approval of a contract with Kleeman Mechanical Inc. at a cost of \$172,932.00?

### STAFF RECOMMENDATION

Staff recommends approval.

### BACKGROUND/DISCUSSION

This contract details the mechanical portion of the 2025 CIP Municipal Service Building Roof Replacement Project.

The contract involves removing, relocating, and replacing exhaust fans in the main garage and the motor vehicle bay.

The contract also includes updating and replacing the exhaust gas detection systems.

The last portion of the project provides monitoring of all systems listed above through integrating it into the Building Automation System.

### FUNDING IMPACT

Funding for this project was included in the 2025 CIP Municipal Service Building Roof Replacement Project. With the roofing cost of \$2.1 million and the mechanicals being \$172,932, the total cost is well below the \$2.5 million allocated for the project. No additional funds should be needed.

### IF APPROVED, NEXT STEPS:

Upon approval of the contract from the Public Works Committee and assuming City Council approves it, a purchase order will be issued to Kleeman Mechanical Inc. in the amount of \$172,932.00.



DEPARTMENT OF  
PUBLIC WORKS

2026 NEW JERSEY AVE.  
SHEBOYGAN, WI  
53081

920/459-3440  
sheboyganwi.gov

**CITY OF SHEBOYGAN  
RESOLUTION 185-24-25  
DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE**

**BY ALDERPERSONS DEKKER AND RAMEY.**

**MARCH 11, 2025.**

A RESOLUTION authorizing the appropriate City officials to enter into contract for the replacement of roof-mounted mechanical equipment in conjunction with a replacement of the roof at the Municipal Service Building.

WHEREAS, the Municipal Service Building’s roof is scheduled to be replaced in spring of 2025; and

WHEREAS, the roof contains several roof-mounted exhaust fans which, like the roof itself, have exceeded their expected useful life. It is prudent to replace these exhaust fans in conjunction with the roof as the fans are integral in dispelling exhaust-laden air from within the garage and shop; and

WHEREAS, the City issued a Request for Bids for removal and replacement of the exhaust fans and related equipment. The City received, and staff reviewed the bids and have determined that the lowest responsive bid meets all of the specifications.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to enter into contract with Kleeman Mechanical Inc. in the amount of \$172,932.00.

BE IT FURTHER RESOLVED that the Finance Director is hereby authorized and directed to draw on Account No. 400300-631200 (Capital Projects-Public Works-Building Improvements) in payment of same.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of Sheboygan

**AGREEMENT  
BETWEEN  
THE CITY OF SHEBOYGAN, WISCONSIN  
AND  
KLEEMAN MECHANICAL INC.  
FOR THE FURNISHING AND INSTALLATION OF MECHANICALS ASSOCIATED  
WITH ROOF REPLACEMENT AT THE MUNICIPAL SERVICE BUILDING**

This Agreement (“Agreement”) is made and entered into effective this \_\_\_ the day of \_\_\_\_\_, 2025 (the “Effective Date”), by and between the City of Sheboygan (the “City”), a municipal corporation and Kleeman Mechanical, Inc., a Wisconsin corporation (“Contractor”).

**WITNESSETH:**

WHEREAS, the City is replacing the Municipal Service Building roof, located at 2026 New Jersey Avenue, and desires to replace several roof-mounted exhaust ventilation fans and related equipment; and

WHEREAS, the City wishes to contract with a firm that has significant knowledge of Heating Ventilation and Air Conditioning (HVAC) systems to remove and dispose of the existing exhaust fans and to furnish and install new fans and their associated electrical systems; and

WHEREAS, the City issued a Request for Bids for the project attached hereto as Exhibits # 1a through 1d: and

WHEREAS, the Contractor has provided the City with a proposal for the work, which is attached herein as Exhibits # 2 and 2a: and

WHEREAS, the City has reviewed Contractor’s proposal and determined that it meets or exceeds all of the required criteria and demonstrates the Contractor’s credentials to perform the project; and

WHEREAS, Contractor has affirmed its desire to provide the City with the necessary goods and services under the terms and conditions set forth in, and attached to this Agreement.

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

**Article 1. Scope of Services**

Contractor shall provide all materials and equipment and perform all work associated with the project as specified in **Exhibits 1a through 1d** related to the removal and disposal of existing exhaust fans,

and furnishing and installing new fans, new electrical runs, and connection to the City's proprietary BAS system utilizing J & H Controls as a subcontractor (the "Goods and Services").

Contractor shall provide all labor, machinery, equipment, licenses, permits, bonds, and travel expenses to safely and skillfully complete the project. Contractor shall be responsible for obtaining any and all applicable permits and paying any and all applicable permit fees prior to beginning work.

Prevailing wage rates and payroll reporting are NOT required for this project.

Contractor shall be responsible for furnishing, erecting, and maintaining suitable barricades, warning signs, flashers, fencing, and other protective equipment to properly protect and safeguard its personnel and the public during all phases of the project.

Contractor will need to plan the work in advance of mobilization and coordinate with the City's Representative. The facilities to be impacted by the project will continue to be occupied while the project is underway and the Contractor will need to maintain appropriate building access at all times during the project.

**Article 2. Standard of Care**

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

Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under this Agreement. All work shall be closely coordinated with the City's representative(s).

**Article 3. City Representative**

The City designates Michael Willmas, Director of Building & Grounds as the City's representative for purposes of this Agreement. If the City's Representative deems it appropriate, the City's Representative(s) may consult with other employees of the City, or may retain an appropriate outside expert to assist with the management of this Project.

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

#### **Article 4. Compensation**

The City shall pay Contractor for the Project an amount not to exceed \$172,932.00 (“Contract Amount”).

For avoidance of doubt, the above Base bid amount includes funding for all of the work specified in the original Request for Bids, Addendums 1, 2, 3, as well as funding for J&H Controls, Inc., to program the new equipment to the City’s proprietary Building Automation System (DDC/BAS).

Invoices shall be sent via first class mail, postage prepaid, or via email. Payment will be remitted to Contractor within sixty (60) days of invoice receipt. Contractor shall submit an invoice to the City on a monthly basis that is based on the percentage of each quadrant completed. The invoice shall be sent to:

Bernard Rammer  
 City of Sheboygan  
 828 Center Ave., Suite 110  
 Sheboygan, Wisconsin 53081  
 Bernard.rammer@sheboyganwi.gov

If Applicable, Contractor shall be required to file waivers of lien from all suppliers and subcontractors with the Owner prior to receiving payment. The submission of any Request for Payment shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

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

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

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

- Payments that may be earned or due for just claims for labor or materials furnished in and about the work.
- Defective work. caused by Contractor
- Failure of Contractor to make payments due to subcontractors, material suppliers, or employees.
- Damage to the City or a third party, caused by Contractor

- The filing of claims by other parties against Contractor which may adversely affect the City.
- Reasonable doubt based upon factual evidence that the Agreement can be completed for the balance then unpaid.
- Liquidated damages due to the City pursuant to article 8

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

The City also reserves the right to refuse payment of the final 10% due to Contractor until the City’s Representative within a reasonable period of time after completion is satisfied that all subcontractors, material suppliers, and employees of the Contractor have been paid in full.

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

**Article 5. Appropriation of Funds**

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

See Exhibit # 3 attached for Bonding Requirements

**Article 7. Schedule**

Contractor shall commence work after receiving a Notice to Proceed from the City. All work shall be coordinated with the City’s Representative. No work may occur on weekends, holidays without prior approval from the City’s Representative.

Contractor shall complete the Project by **May 31, 2025** or within such extra time as may have been allowed by a mutually agreed extension (the “Deadline”) Due primarily to manufacturer lead time for materials, the City’s Representative shall have the authority to consent to an extension of the Deadline on behalf of the City and waive any associated penalties with liquidated damages.

**Article 8. Liquidated Damages**



In the event that Contractor does not complete the Project by the Deadline or the alternative final agreed upon completion date, and such delay is not caused by a third part other than Contractor or is caused by events beyond Contractor's control there shall be deducted from any monies due or that may become due to Contractor, for each and every calendar day that the work remains uncompleted, a sum of One Hundred and 00/100 Dollars (\$100.00) per calendar day.

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

### **Article 9. Workmanship and Quality of Materials**

Contractor shall ensure that the System has the following warranties, which begin after Final Acceptance and completion of all training required in the Project Manual:

- All equipment and materials purchased as a result of this Agreement shall include the equipment manufacturer's standard warranty.
- Contractor shall provide a one-year warranty against defects for parts and labor it supplies.

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

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

### **Article 10. Safety Requirements**

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

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

Contractor shall provide the necessary safeguards including, but not limited to, warning signs and barricades, to avoid all necessary hazards and protect the public, the work, and the property at all times, including on days when no work is being done. The City shall not be responsible for any loss or damage to the project materials prior to their installation or to Contractor's tools and equipment from any cause whatsoever.

**Article 11. Open Records**

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

**Article 12. Termination**

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

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

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

For the avoidance of doubt, the specific remedies identified in this Article 11 are not exclusive. In other words, the City may pursue any remedy in law or equity in the event that Contractor defaults under this Agreement.

### **Article 13. Default**

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

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

The City shall send Contractor a written notice of default. If Contractor, within a period of seven (7) days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of Contractor, as set forth in this Agreement.

### **Article 14. Identity of Contractor**

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

### **Article 15. Independent Contractor Status**

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

### **Article 16. Indemnification**

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

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

Contractor shall reimburse the City for any costs, expenses, judgments, and attorney's fees paid or incurred, by or on behalf of the City, its officials, agents, or employees, or paid for on behalf of the City, its officials, agents, or employees by insurance purchased or self-insurance provided by the City.

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

Notwithstanding anything contained in this agreement to the contrary:

- (a) Neither party shall be liable to the other for consequential, special or punitive damages:
- (b) Each party shall use reasonable efforts to mitigate any damages:
- (c) The Contractor's maximum liability to the City under this agreement shall not exceed the amount of the proceeds of insurance collectible in respect to the City's claim: except in the case of fraud or criminal acts by Contractor, in which case the limit shall not apply.

#### **Article 17. Insurance**

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

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

Please refer to Insurance and Bonding Requirements attached as **Exhibit# 3**

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

City of Sheboygan, Wisconsin

828 Center Avenue, Suite 110  
Sheboygan, Wisconsin 53081

The proof of insurance must contain an original signature.

**Article 18. Conflict of Interest**

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

**Article 19. Waiver**

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

**Article 20. Severability**

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

**Article 21. Assignment**

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

**Article 22. Third Party Rights**

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

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

**Article 23. Governing Law and Venue**

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

**Article 24. Non-Discrimination**

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

**Article 25. Compliance with Laws**

In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations. This includes all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

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

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

**Article 26. Notices**

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

**City:**

**Contractor:**

City Clerk	Kleeman Mechanical, Inc
City of Sheboygan	924 South 21 <sup>st</sup> Street
828 Center Avenue	Sheboygan, WI 53081
Sheboygan, Wisconsin 53081	

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

**Article 27. Intent to be Bound**

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

**Article 28. Force Majeure**

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

**Article 29. Integration and Modification**

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

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

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

(collectively “the Contract”).

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

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

**Article 30. Non-Collusion**

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

1. The prices in its bid were arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any other matter relating to such prices with any other bidder, or with any other competitor.
2. The prices quoted in its bid were not knowingly disclosed—directly or indirectly—by the bidder prior to bid opening.

3. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a bid for the purpose of restricting competition.

### **Article 31. Other Provisions**

1. **Material Safety Data Sheet.** If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
2. **Advertising and News Releases.** Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City's Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City's Representative.
3. **Foreign Corporation.** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. Ch. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.
4. **Guaranteed Delivery.** Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the Agreement price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.
5. **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.
6. **Intent of Contract Documents.**
  - a. The intent of this Agreement is to include in the contract price the cost of all labor and materials, water, fuel, tools, plants, equipment, light, transportation, and any other expenses that may be necessary for the proper execution and completion of the work included in the Agreement.
  - b. In interpreting the Agreement, words describing materials that have a well-known technical or trade meaning shall be construed in accordance with such well known meanings unless otherwise specifically defined



**Article 32. Incorporation of Required Clauses and Conditions**

To the extent any applicable federal statute, regulation, or executive order requires any clause or condition to be included or incorporated into this contract between the City of Sheboygan and the contractor, and that term or condition has not been expressly included or incorporated, it is included or incorporated by reference.

To the extent Contractor is required, by this contract or by any applicable federal statute, regulation, or executive order, to include or incorporate any clause or condition into its subcontracts or Contractor agrees to ensure that any term.

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

**CITY OF SHEBOYGAN, WISCONSIN**

**KLEEMAN MECHANICAL, INC.**

**BY:** \_\_\_\_\_  
Ryan Sorenson, Mayor

**BY:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
Meredith DeBruin City Clerk

**ATTEST:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



**RE: Sheboygan Municipal Services Building  
Gas Monitoring  
Sheboygan, Wisconsin**

**SCOPE:**

- Provide and install twenty-two Belimo dual-gas (CO and NO<sub>2</sub>) monitors; eighteen in the Vehicle Garage and four in the Repair Shop.
- The design approach was to provide “saturation coverage” in the garage and shop. Saturation coverage locates the monitors in close proximity so that coverage areas overlap, eliminating “dead” areas. Each monitor has a 50’ coverage radius (7,800 square feet) and must “see” (Belimo’s term) the entire coverage area.
- Each gas monitor will be equipped with a High-low mounting kit which allows the Carbon Monoxide (CO) sensor to be mounted in the “breathing-zone” (approximately 6’ above the finished floor) and the Nitrogen Dioxide (NO<sub>2</sub>) sensor to be mounted 12’ above the finished floor (approximately half the ceiling height and at or above the vehicle exhaust).
- Each gas monitor will be hardwired to one of the existing air handling unit direct digital controllers.
- Each new exhaust fan (6) will be commanded ON-OFF and its status monitored/alarmed through the existing air handling unit direct digital controllers and the existing network controller.
- Programming and commissioning (functional performance testing) per IMC 502.13 (IMC 404 as amended by SPS 364.0404(2)).
- Revisions to the unitary controllers and network controller databases.
- Revisions to graphic pages per the current standard.
- Alarm handling and data logging per the current standard.
- Plenum cable used throughout project.
- Low voltage cable 20’ above the finished floor (AFF) and suspended across ceilings will be installed using J-hooks.
- Exposed low voltage cable below 20’ AFF will be enclosed in EMT conduit.
- Two (2) hours of operator training, as specified.

J & H CONTROLS, INCORPORATED · 490 N. Rolling Meadows Drive · North Fond du Lac, Wisconsin 54937

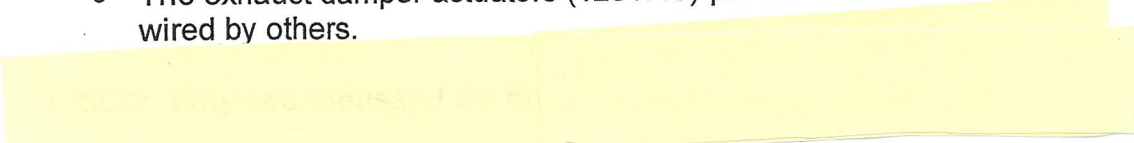
Phone (920) 921-3144 · FAX (920) 921-2821 · [www.jhcontrols.com](http://www.jhcontrols.com)

*PERFORMANCE · INTEGRITY*

- Demolition of the existing CO and NO2 gas monitors, cable and conduit.

**CLARIFICATIONS:**

- The existing digital unitary controllers serving the air handling units will be reused and reprogrammed per IMC 502.13 (IMC 404 as amended by SPS 364.0404(2)).
- A combination starter/disconnect will be provided and installed near each exhaust fan by others.
- Step-down transformers to power the exhaust air damper actuators will be provided and installed by others.
- The exhaust damper actuators (120VAC) provided with the exhaust fans will be wired by others.



**SALES TAX:** The above prices do not include sales tax. If applicable, sales tax will be added at the time of invoicing.

**PROPOSAL WITHDRAWAL:** This proposal may be withdrawn if not accepted within 30 days.

**TERMS:** Monthly invoices will be submitted on or before the 17<sup>th</sup> of each month, payable by the 10<sup>th</sup> of the following month. All unpaid invoices are subject to a 1-1/2% per month finance charge.

**LIEN RIGHTS:** As required by the Wisconsin Construction Lien Law, builder/contractor hereby notifies owner that persons or companies furnishing labor and/or material for the construction on owner's land/property may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned builder/contractor, are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or material for the construction. Accordingly, the owner may receive notices from those who furnish labor or material for the construction, and should give a copy of each notice received to his/her mortgage lender, if any. Builder/contractor agrees to cooperate with the owner and his/her mortgage lender, if any, to see that all potential lien claimants are duly paid.

**ASBESTOS ABATEMENT:** Asbestos removal, if necessary, is the sole responsibility of the building owner.

**ACCEPTANCE:** The above prices, specifications and terms are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payment will be made as outlined above.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

For additional information regarding **J & H Controls** or **ABB** please visit the following websites; [www.jhcontrols.com](http://www.jhcontrols.com), <https://new.abb.com/low-voltage/products/building-automation/product-range/abb-cylon>

Respectfully submitted,  
**J & H Controls, Inc.**

*Mark S. Hawley*

Mark S. Hawley  
President/Treasurer  
[mhawley@jhcontrols.com](mailto:mhawley@jhcontrols.com)  
Direct dial: (920) 322-8470



**COOK**

**SUBMITTAL**

Item 12.

**EXHIBIT 1B**

**PROJECT:** SHEBOYGAN DPW

**SUBMITTED BY:** Chris Washburn  
**E-MAIL:** cwashburn@airflowreps.com

**DATE:** 10/3/2024

---

**LOREN COOK COMPANY**



Corporate Offices: 2015 E. Dale Street, Springfield, MO 65803 • P.O. Box 4047, Springfield, MO 65808  
417.869.6474 • fax 417.869.2520  
lorencook.com



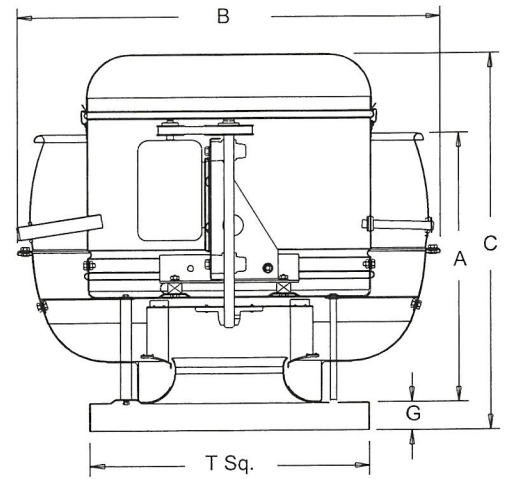
MARK: PRV 15K R1	Item 12.
PROJECT: SHEBOYGAN DPW	
DATE: 10/3/2024	

# ACRU-B

**Upblast Centrifugal Exhaust Ventilator  
Roof Mounted/Belt Drive**

**STANDARD CONSTRUCTION FEATURES:**

All aluminum housing - Backward inclined all aluminum wheel - Two piece top cap with stainless steel quick release latches - One piece bottom spinning - Welded curb cap corners - Birdscreen - Vibration isolators - Lifting Lugs - Permanently lubricated ball bearing motors - Oil and heat resistant, static conducting belts - Adjustable pitch drives through 5 hp motor - Corrosion resistant fasteners - Regreasable bearings in a cast iron pillow block housing, rated at 200,000 hours average life - All fans factory adjusted to specified fan RPM - Transit tested packaging. Standard motors ship factory installed.



**Performance** (\*Bhp includes 5% drive loss)

Qty	Catalog Number	Flow (CFM)	SP (inwc)	Fan RPM	Power* (HP)	FEG	FEI
4	300R11B	15000	.375	863	4.82	67	0.68

Altitude (ft): 692 Temperature (F): 70

**Motor Information**

HP	RPM	Volts/Ph/Hz	Enclosure	FLA	Mounted	VFD Rated
5	1725	460/3/60	ODP -PE	7.6	Yes	Yes

NEMA Premium® efficiency motor per MG-1 (2014) Table 12-12  
FLA based on NEC (2017) Table 430.250

**Sound Data Inlet Sound Power by Octave Band**

1	2	3	4	5	6	7	8	LwA	dBA	Sones
91	95	93	87	80	78	72	65	89	78	30

- Distance from Sound source 5 ft

**Accessories:**

- Premium Efficiency Motor (Min. 89.5%)
- DRIVES (1.5 SF) @ 863 RPM
- REINFORCED WHEEL
- DISCONNECT NEMA 1 PRE-WIRED
- BD MOTORIZED INTAKE CTR PIVOT LA-30-460V
- ROOF CURB RCG 34 18H -C-T+N

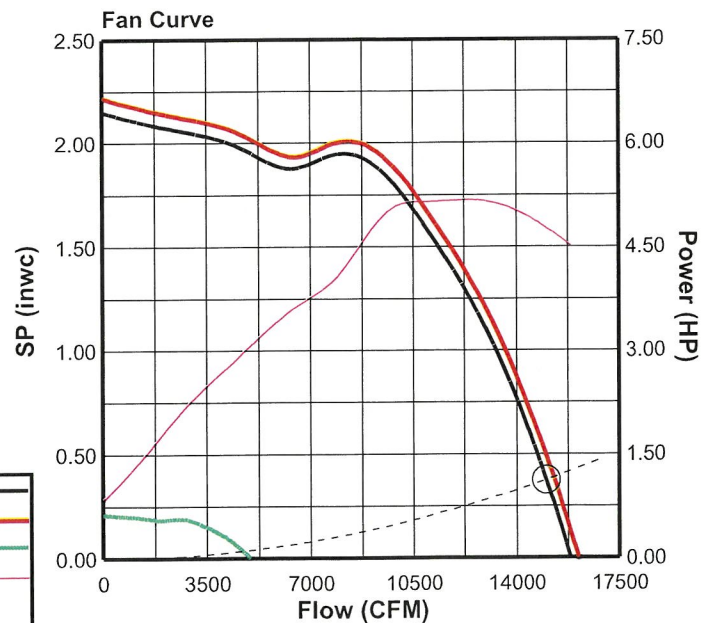
**Dimensions (inches)**

A	33-7/8
B	54-1/4
C	49-15/16
G	3
T Sq.	36
Roof Open. Sq.*	31-1/2

NOTE: Accessories may affect dimensions shown.

Weight(lbs)***	Shipping	501	Unit	337
----------------	----------	-----	------	-----

\* Roof opening size for curbs supplied by Cook only.  
\*\*\*Includes fan, motor & accessories.





# COOK

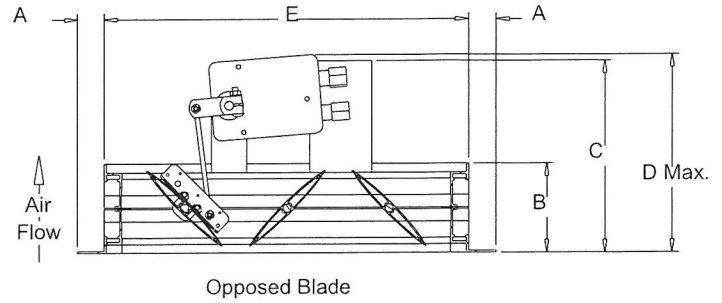
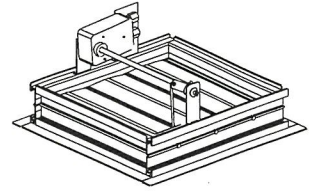
PROJECT: SHEBOYGAN DPW	Item 12.
DATE: 10/3/2024	

## Motorized Damper

### Low Leakage Class 1A Rated Aluminum

#### STANDARD CONSTRUCTION FEATURES:

- Frame: 5" x 1" x 6063T5 extruded hat channel with .125" minimum wall thickness.
- Blades: 6" wide, 6063T5 heavy gauge extruded aluminum, airfoil shape. Opposed blade standard.
- Seals: Synthetic polymer blade edge seals and flexible metal compressible jamb seals.
- Bearings: Molded synthetic.
- Linkage: Concealed in frame.
- Axles: 1/2" plated steel hex.
- Temperature Limits: -72 to +275 deg. Fahrenheit.
- Actuator in Airstream available in 24v, 115v, (230v and 460v with transformer). Power Open/spring Close
- MIN 13-1/2" CURB HT REQUIRED IF CURB MOUNTED.



#### Dimensions (inches)

Mark	Qty	Description	A	B	C	D Max	E	Num. Actuators
PRV 15K R1	4	BDMICLA-30-460V	1-1/2	5	10-3/4	11-1/2	26-3/4	1



## RCG

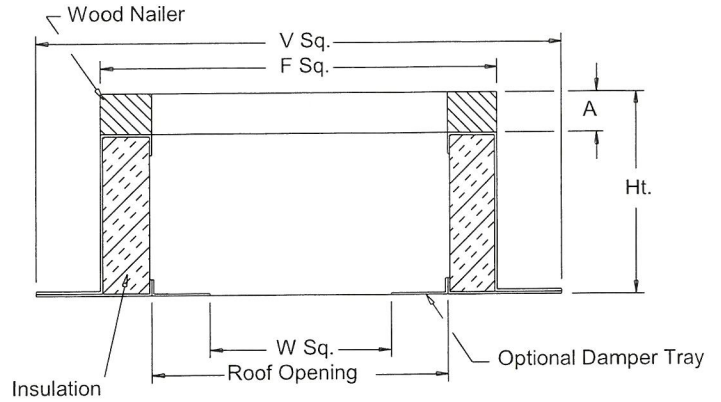
### Galvanized Steel Roof Curb

#### STANDARD CONSTRUCTION FEATURES:

18 gauge galvanized steel - 1-1/2",  
 3 lbs. density thermal and acoustical insulation - Continuously welded corners - Wood nailer.

#### Options:(As noted below\*)

- 1) No wood nailer (deduct 1-1/2" for actual height).
- 2) Damper tray.
- 3) Liner.
- 4) Gasket on wood nailer.
- 5) Lorenized coating.
- 6) Enamel coating.
- 7) Burglar bars.



#### Dimensions (inches)

Mark	Qty	Description	Ht	Options*	A	F Sq.	V Sq.	W Sq.	Roof Opening
PRV 15K R1	4	RCG 34	18	-	1-1/2	34-1/2	38-1/2	27-3/4	31-1/2





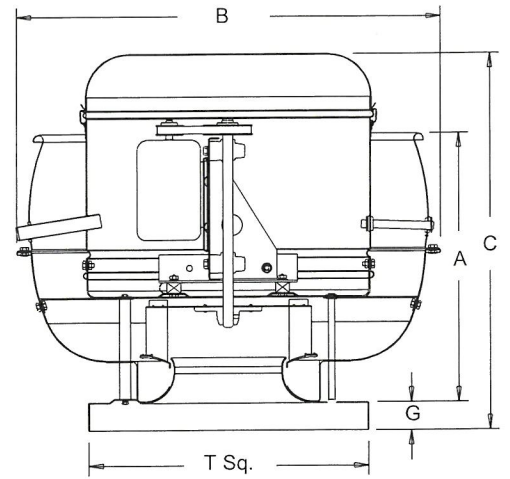
MARK: PRV 5500	Item 12.
PROJECT: SHEBOYGAN DPW	
DATE: 10/3/2024	

# ACRU-B

**Upblast Centrifugal Exhaust Ventilator  
Roof Mounted/Belt Drive**

**STANDARD CONSTRUCTION FEATURES:**

All aluminum housing - Backward inclined all aluminum wheel - Two piece top cap with stainless steel quick release latches - One piece bottom spinning - Welded curb cap corners - Birdscreen - Vibration isolators - Lifting Lugs - Permanently lubricated ball bearing motors - Oil and heat resistant, static conducting belts - Adjustable pitch drives through 5 hp motor - Corrosion resistant fasteners - Regreasable bearings in a cast iron pillow block housing, rated at 200,000 hours average life - All fans factory adjusted to specified fan RPM - Transit tested packaging. Standard motors ship factory installed.



**Performance** (\*Bhp includes 9% drive loss)

Qty	Catalog Number	Flow (CFM)	SP (inwc)	Fan RPM	Power* (HP)	FEG	FEI
2	210R8B	5500	.375	1025	1.24	67	1.04

Altitude (ft): 692 Temperature (F): 70

**Motor Information**

HP	RPM	Volts/Ph/Hz	Enclosure	FLA	Mounted	VFD Rated
1-1/2	1725	460/3/60	ODP -PE	3	Yes	Yes

NEMA Premium® efficiency motor per MG-1 (2014) Table 12-12  
FLA based on NEC (2017) Table 430.250

**Sound Data Inlet Sound Power by Octave Band**

1	2	3	4	5	6	7	8	LwA	dBA	Sones
77	83	86	75	72	70	65	59	81	69	18.0

- Distance from Sound source 5 ft

**Accessories:**

- Premium Efficiency Motor (Min. 86.5%)
- DRIVES (1.5 SF) @ 1025 RPM
- DISCONNECT NEMA 1 PRE-WIRED
- BD MOTORIZED INTAKE CTR PIVOT LA-24-460V
- ROOF CURB RCG 28 18H -C-T+N

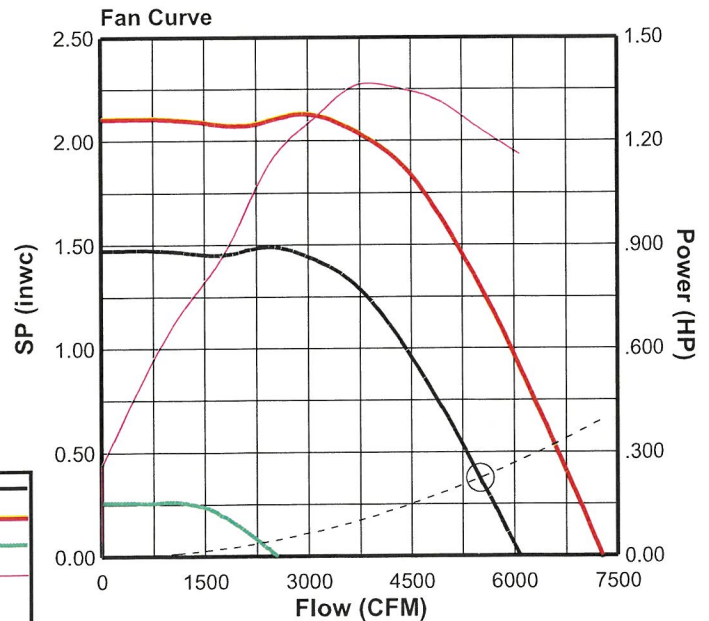
**Dimensions (inches)**

A	25-15/16
B	45-1/4
C	38-3/8
G	3
T Sq.	30
Roof Open. Sq.*	25-1/2

NOTE: Accessories may affect dimensions shown.

Weight(lbs)***	Shipping	359	Unit	228
----------------	----------	-----	------	-----

\* Roof opening size for curbs supplied by Cook only.  
\*\*\*Includes fan, motor & accessories.





# COOK

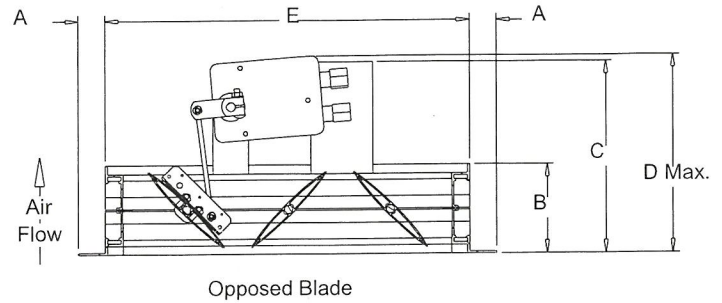
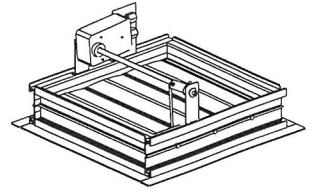
PROJECT: SHEBOYGAN DPW	Item 12.
DATE: 10/3/2024	

## Motorized Damper

### Low Leakage Class 1A Rated Aluminum

#### STANDARD CONSTRUCTION FEATURES:

- Frame: 5" x 1" x 6063T5 extruded hat channel with .125" minimum wall thickness.
- Blades: 6" wide, 6063T5 heavy gauge extruded aluminum, airfoil shape. Opposed blade standard.
- Seals: Synthetic polymer blade edge seals and flexible metal compressible jamb seals.
- Bearings: Molded synthetic.
- Linkage: Concealed in frame.
- Axles: 1/2" plated steel hex.
- Temperature Limits: -72 to +275 deg. Fahrenheit.
- Actuator in Airstream available in 24v, 115v, (230v and 460v with transformer). Power Open/spring Close
- MIN 13-1/2" CURB HT REQUIRED IF CURB MOUNTED.



#### Dimensions (inches)

Mark	Qty	Description	A	B	C	D Max	E	Num. Actuators
PRV 5500	2	BDMICLA-24-460V	1-1/2	5	10-3/4	11-1/2	20-3/4	1



# COOK

## RCG

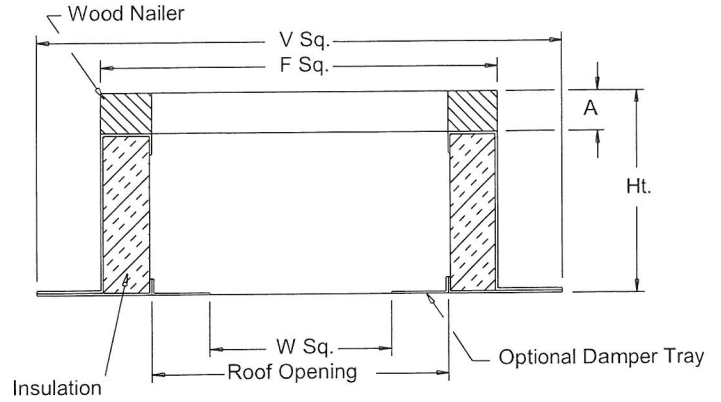
### Galvanized Steel Roof Curb

#### STANDARD CONSTRUCTION FEATURES:

18 gauge galvanized steel - 1-1/2",  
 3 lbs. density thermal and acoustical insulation - Continuously welded corners - Wood nailer.

#### Options:(As noted below\*)

- 1) No wood nailer (deduct 1-1/2" for actual height).
- 2) Damper tray.
- 3) Liner.
- 4) Gasket on wood nailer.
- 5) Lorenized coating.
- 6) Enamel coating.
- 7) Burglar bars.



#### Dimensions (inches)

Mark	Qty	Description	Ht	Options*	A	F Sq.	V Sq.	W Sq.	Roof Opening
PRV 5500	2	RCG 28	18	-	1-1/2	28-1/2	32-1/2	21-3/4	25-1/2

**CITY OF SHEBOYGAN  
REQUEST FOR BIDS  
MECHANICAL UPGRADES ASSOCIATED  
WITH A ROOF REPLACEMENT PROJECT  
ADDENDUM # 1 FEBRUARY 14, 2025**

This is Addendum # 1 dated February 14, 2025.

**Item # 1 Mandatory Pre-Bid Conference**

A Mandatory Pre-Bid Conference was held on February 13, 2025 at 9:00 AM. The following Contractors were in attendance:

1. Mark Hawley – J&H Controls
2. Matt Posthuma – Konz Electric – matt@konzelectric.com
3. Patrick Meyer – Kleeman Mechanical – pmmeyer@kleemanmechanical.com
4. Paul Mannenbach – Mannenbach Mechanical - info@mannenbachmech.com
5. Jake Den Boer – Aldag Honold Mechanical – jake-d@aldaghonold.com

**Item # 2 Removal of Existing Roof Curbs**

Removal of the existing roof curbs was inadvertently included in the scope of work for the Mechanical Contractor in the Specifications. It has been determined that the removal of these curbs is the responsibility of the Roof replacement Contractor.

**Please do not include removal of the existing roof curbs in your bid price.** Please accept our apology for any confusion this may have caused.

Please Acknowledge receipt of this addendum on your bid submittal

END OF Addendum #1

**CITY OF SHEBOYGAN  
REQUEST FOR BIDS  
MECHANICAL IMPROVEMENTS ASSOCIATED WITH A ROOF REPLACEMENT PROJECT  
FOR THE MUNICIPAL SERVICE BUILDING  
ADDENDUM 2 DATED FEBRUARY 21, 2025**

This is Addendum #2 dated February 21, 2025. It addresses some questions received from a Contractor and delineates some CHANGES to the specifications.

**Question 1: RFB 2.2 details the removal of (6) existing exhaust fans. Per visual during pre-bid conference and satellite imagery, it appears there are (5) existing exhaust fans in the main garage and (2) existing exhaust fans in the motor service vehicle bay. Can you please confirm the quantity and locations of existing exhaust fans to be disconnected and removed?**

**ANSWER:** There are a total of (7) exhaust fans to be removed and replaced. The specification indicated (6) Fans. Please Include a total of (5) Fans in the Main garage and (2) Fans in the Motor Vehicle Service Bay.

**Question 2: RFB 2.3 details that the EC shall provide and install (2) Square D **EGB34020** breakers. Can you provide the panel designation and location these breakers are intended to be installed?**

**ANSWER:** The Breaker called out in the specification is INCORRECT. The correct Square D Breaker # is **EDB34020**. Please Make this change.

The Panel designations are as follows:

Panel location: Motor Vehicle Bay– Panel “T” (East wall)

Intended use: Feeding the (2) motor starters in Motor Vehicle Bay

(2) Square D **EDB34020** breakers

Can you also provide the load these breakers are intended to serve?

Each breaker will feed (1) motor starter which will feed (1) 5,500 CFM ACRU-B by Loren Cook Co. Inc. or approved equal with 1.5 HP Motors

**Question 3 RFB 2.2 and 2.3 detail the installation and wiring of (4) new exhaust fans for the Main Garage. Is it the owner’s intent and/or permissible to “extend” the existing main garage exhaust fan motor leads from the respective motor starters (located in the electrical room, see attached pic) to the new combo starter disconnect locations that will be “local” to the new exhaust fan locations?**

**ANSWER:** It has been found that the current conduit raceways are affixed to the bottom of the roof decking and therefore are non-compliant with existing codes. The EC will be expected to run **all new conduit and wire** affixed to the building in a manner compliant with codes from the Motor starters located within the electrical closet and/or panel” T” in the Motor Vehicle Service Bay to the local disconnects for each unit.

Because the Existing raceways are secured to the steel decking the concern is related to the possibility of inadvertent damage during installation of the new roof. Replacement of the conduit will not only prevent the possibility of this damage but also provide for compliance to current codes.

**Question # 4** It is my understanding that the existing combo starter disconnects are fed from (1) 50-amp breaker source and tapped to each unit where the circuit is appropriately fused at each combo starter disconnect.

Answer: Correct –The existing combo starters are fed from (1) 50 Amp Source and tapped to each unit. In addition, the (4) new motor starters will need to be installed at a height within the electrical closet as to make them more serviceable.

**PLEASE MAKE THE NECESSARY CHANGES NOTED ABOVE TO THE SPECIFICATIONS.**

Please be sure to indicate your receipt if this addendum on your bid submittal form

END OF ADDENDUM # 2



EXHIBIT

2<sup>tem</sup> 12.

**COMMERCIAL • INDUSTRIAL • RESIDENTIAL**

**“Full Service Mechanical Contractors Since 1959”**

March 4, 2025

Attn. Bernard Rammer  
Purchasing Agent  
City of Sheboygan  
828 Center Avenue  
Sheboygan, WI 53081

**RE: MUNICIPAL SERVICE BUILDING MECHANICALS**

We are pleased to provide you with our bid for the **Ventilation** section of this project.

Our bid has been produced from bid documents received from the city of Sheboygan.

*Addendums Seen:3*

**BASE BID ...\$169,932.00** (One hundred sixty-nine thousand nine hundred thirty-two and 00/100 dollars).

**Quik Build/Ship Voluntary ADD to Base Bid ...\$3,000.00**

Our bid is based on excluding the following:

- Roof flashing.
- Existing curb removal.
- Patching of roof decking.
- Asbestos removal, if necessary, is the sole responsibility of the building owner.

Thank you for allowing us to bid this project to you. Please feel free to contact us with any questions or comments you may have regarding this bid.

Sincerely,

*Patrick Meyer*

Patrick Meyer  
Project Manager

**Kleeman Mechanical, Inc.**  
**924 S. 21<sup>st</sup> St. / Sheboygan WI 53081-4703 PH: 920-452-9922 FAX: 920-452-9997**

**WBE Certified Contractor**

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

*(Name, legal status and address)*

Kleeman Mechanical, Inc.  
924 S. 21st Street  
Sheboygan, WI 53081

### OWNER:

*(Name, legal status and address)*

City of Sheboygan  
2026 New Jersey Avenue  
Sheboygan, WI 53081

### SURETY:

*(Name, legal status and principal place of business)*

Great Midwest Insurance Company  
800 Gessner Road, Suite 600  
Houston, TX 77024

### Mailing Address for Notices

1411 Opus Place, Suite 450  
Downers Grove, Illinois 60515

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

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

**BOND AMOUNT:** \$ 5% Five Percent of Amount Bid

### PROJECT:

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

Mechanical Upgrades Associated with a Roof Replacement

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

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

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

Signed and sealed this 20th day of February, 2025

*Patrick Meyer*  
*(Witness)*

Kleeman Mechanical, Inc.  
*(Principal)* \_\_\_\_\_ *(Seal)*

By: *[Signature]* PRESIDENT  
*(Title)*

*Alexa K. Costello*  
*(Witness)* Alexa K. Costello

Great Midwest Insurance Company  
*(Surety)* \_\_\_\_\_ *(Seal)*

By: *[Signature]*  
*(Title)* James I. Moore Attorney-in-Fact





State of Illinois

County of DuPage

**SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)**

I, Alexa K. Costello Notary Public of DuPage County, in the State of Illinois,

do hereby certify that James I. Moore Attorney-in-Fact, of the Great Midwest Insurance

Company who is personally known to me to be the same person whose

name is subscribed to the foregoing instrument, appeared before me this day in person, and

acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the

Great Midwest Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in

said County, this 20th day of February, 2025.



Alexa K. Costello

Notary Public Alexa K. Costello

My Commission expires: September 20, 2027

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: James I. Moore

Surety Bond No: Bid Bond
Principal: Kleeman Mechanical, Inc.
Obligee: City of Sheboygan

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Twenty-Five Million dollars (\$25,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

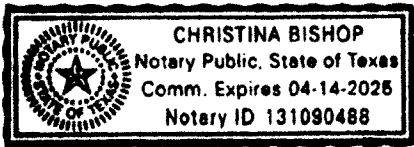


GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 20th Day of February, 2025



BY Leslie K. Shaunty
Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**CONTRACTOR'S INSURANCE WITH BOND AND PROPERTY INSURANCE  
REQUIREMENTS**

The Contractor shall not commence work until proof of insurance required has been provided in writing to the applicable department before the contract or purchase order is considered for approval by the City of Sheboygan

It is hereby agreed and understood that the insurance required by the City of Sheboygan is primary and non-contributing coverage and that any insurance or self- insurance maintained by the City of Sheboygan, its officers, council members, agents, employees or authorized volunteers will not contribute to coverage of any loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed and the length of time that is specified, if any, in the contract or listed below whichever is longer.

**1. COMMERCIAL GENERAL LIABILITY COVERAGE**

A. Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:

- |    |  |             |
|----|--|-------------|
| 1. | Each Occurrence limit  | \$1,000,000 |
| 2. | Personal and Advertising Injury limit  | \$1,000,000 |
| 3. | General aggregate limit (other than Products–Completed Operations) <b>per project</b>  | \$2,000,000 |
| 4. | Products–Completed Operations aggregate  | \$2,000,000 |
| 5. | Fire Damage limit — any one fire   | \$50,000    |
| 6. | Medical Expense limit — any one person   | \$5,000     |
| 7. | Watercraft Liability, (Protection & Indemnity coverage) <b>”if”</b> the project work includes the use of, or operation of any watercraft, then Watercraft Liability insurance must be in force with a limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage. |             |
| 8. | Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work.  |             |

**2. BUSINESS AUTOMOBILE COVERAGE**

A. Automobile Liability coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1– “Any Auto” basis.

**3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY**-as required by Wisconsin State Statute or any Workers Compensation Statutes of a different state. Also, if applicable to the work coverage must include Maritime (Jones Act) or Longshore & Harbor Worker’s Compensation Act coverage.

- A. Must carry coverage for Statutory Workers Compensation and an Employers Liability with limits of:
- (1) \$100,000 Each Accident
  - (2) \$500,000 Disease Policy Limit
  - (3) \$100,000 Disease – Each Employee
- B. Employer’s Liability limits must be sufficient to meet umbrella liability insurance Requirements

4. **UMBRELLA LIABILITY** providing coverage at least as broad as all the underlying liability policies with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$25,000. The umbrella must be primary and non-contributory to any insurance or self-insurance carried by City of Sheboygan  
Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work.
5. **AIRCRAFT LIABILITY**, if the project work includes the use of, or operation of any aircraft or helicopter, then Aircraft Liability insurance must be in force with a limit of \$5,000,000 per occurrence for Bodily Injury and Property Damage including Passenger liability and including liability for any slung cargo.
6. **UNMANNED AIRCRAFT LIABILITY** – if the project work includes the use of, or operation of any unmanned aircraft then unmanned aircraft liability insurance must be carried with a limit of \$1,000,000 per occurrence for bodily injury liability, property damage liability and invasion of privacy liability.
7. **PROPERTY INSURANCE COVERAGE (BUILDERS RISK INSURANCE)** to be provided by the contractor, if the exposure exists.
  - A. The “property” insurance amount must be at least equal to the total value of the structure(s), plus or minus any change orders. It must also include value of Engineering or Architect fees, claims preparation costs, and owner furnished equipment.
  - B. Covered property must include property on the project work sites, property in transit, property stored off the project work sites, and any equipment furnished by City of Sheboygan.
  - C. Coverage must be on a **Replacement Cost basis**, with no co-insurance penalties.
  - D. The City of Sheboygan, Consultants, architects, architect consultants, engineers, engineer consultants, contractors, and subcontractors must be added as named insureds to the policy.
  - E. Coverage must be written on a “special form” or “all risk” perils basis. Coverage to include collapse.
  - F. Coverage must include coverage for Water Damage (including but not limited to flood, surface water, hydrostatic pressure) and Earth movement.
  - G. Coverage must be included for Testing and Start up.
  - H. If the exposure exists, coverage must include Boiler & Machinery including mechanical or electrical breakdown coverage.
  - I. Coverage must include Building Ordinance or Law coverage with a limit of at least 5% of the contract amount.
  - J. The policy must cover/allow Partial Utilization by owner.
  - K. Coverage must include a “waiver of subrogation” against any named insureds or additional insureds.
  - L. Contractor will be responsible for all deductibles and coinsurance penalties.
8. **INSTALLATION FLOATER / CONTRACTOR’S EQUIPMENT** - The contractor is responsible for loss and coverage for these exposures. City of Sheboygan will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by

the contractor or its subcontractors. This includes but not limited to property owned, leased, rented, borrowed, or otherwise in the care, custody or control of the contractor or subcontractor of any tier. See additional requirements for subcontractors below.

9. **PROFESSIONAL LIABILITY COVERAGE**-if project includes the use of engineers, architects, or other professionals the below coverage and limits apply.

- A. Limits
  - (1) \$1,000,000 each claim
  - (2) \$1,000,000 annual aggregate
- B. Must comply with claims-made requirements listed below

10. **BOND REQUIREMENTS**

- A. Bid Bond. The contractor will provide to the owner a Bid Bond, which will accompany the bid for the project. The Bid Bond shall be equal to 5 percent of the contract bid.
- B. Payment and Performance Bond. If awarded the contract, the contractor will provide to the owner a Payment and Performance Bond in the amount of the contract price, covering faithful performance of the contract and payment of obligations arising thereunder, as stipulated in bidding requirements, or specifically required in the contract documents on the date of the contract's execution.
- C. Acceptability of Bonding Company. The Bid, Payment and Performance Bonds shall be placed with a bonding company with an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI.

**INSURANCE REQUIREMENTS FOR ALL SUBCONTRACTOR(S)**

All subcontractors shall be required to obtain the above coverages as applicable. This insurance shall be as broad and with the same limits and coverages (including waivers of subrogation) as those required per Contractor requirements.

**APPLICABLE REQUIREMENTS AND PROVISIONS FOR LIABILITY INSURANCE OF CONTRACTORS / SUBCONTRACTORS / SUB-SUB CONTRACTORS**

- A. Primary and Non-contributory requirement – all insurance must be primary and non-contributory to any insurance or self-insurance carried by City of Sheboygan
- B. Acceptability of Insurers - Insurance is to be placed with insurers who have an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VII, and who are authorized as an admitted insurance company in the state of Wisconsin.
- C. Additional Insured Requirements – The following must be named as additional insureds on all Liability Policies for liability arising out of project work City Of Sheboygan, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be as broad as ISO form CG 20 10 07 04 and also include Products – Completed Operations additional insured coverage as broad as ISO form CG 20 37 07 04 or their equivalents for a minimum of 3 years after acceptance of work. This does not apply to Workers Compensation or Professional Liability Policies.
- D. Waivers of Subrogation - All contractor and subcontractor liability, workers compensation, and property policies, as required herein, must be endorsed with a waiver of subrogation in favor of the City of Sheboygan, its officers, council members, agents, employees, and authorized volunteers.
- E. Deductibles and Self-Insured Retentions - Any deductible or self-insured retention in the contractor's policy must be declared to the City of Sheboygan and satisfied by the contractor.
- F. Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with the City of Sheboygan a certificate of insurance (Acord Form or equivalent for all coverages) signed by the insurer's representative evidencing the coverage required by this agreement. In addition form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure

must also be provided or its equivalent on the Commercial General Liability coverage.

- G. Limits and Coverage- The insurance requirements under this Agreement shall be the greater of the minimum limits and coverage specified herein, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits. No representation is made that the minimum insurance requirements stated hereinabove are sufficient to cover the obligations of Contractor under this Agreement.
- H. Claims Made Coverage – If any coverage is maintained on a claims-made basis, the following shall apply:
- I. The retroactive date must be shown, and must be before the date of the contract or the beginning of the contract services.
  - II. Insurance must be maintained and evidence of insurance must be provided for a minimum of three years after completion of the contract services.
  - III. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract, Contractor must purchase an extended reporting period for a minimum of three years after completion of the contracted services.
- I. Cancellation/Non-Renewal – No policy of insurance required to be maintained hereunder shall be cancelled, non-renewed, or voided without 30 days prior written notice to City of Sheboygan, except where cancelation is due to the non-payment of premiums, in which event, 10-days prior written notice shall be provided.