

**AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND KASCHAK ROOFING INC.
FOR THE REPLACEMENT OF ROOF SURFACES AND RELATED WORK 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 Kaschak Roofing Inc.(“Contractor”).

WITNESSETH:

WHEREAS, the City is the owner of The Sheboygan Municipal Service Building in Sheboygan, WI; and

WHEREAS, the City wishes to replace and improve upon several roof surfaces on the building in order to maintain the building in a weather tight fashion; and

WHEREAS, the City wishes to have included in the work the provision and installation of new roofing materials and related elements as detailed in the City’s Request for Proposals and addenda to same included into this agreement as **Exhibit # 1, 1A and 1B** and 1C

WHEREAS, the Contractor has expressed an interest in the provision and installation of the work in its proposal to City and included here as **Exhibit # 2 AND 2A**

WHEREAS, the City has reviewed all of the proposals received and determined that the proposal submitted by the Contractor represents the lowest cost and best meets or exceeds all of the criteria required as detailed in the Request for Bids and is also the lowest responsive and responsible bid; and

WHEREAS, Contractor has affirmed its desire to provide the City with the necessary goods and services under the terms set forth in 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 1, 1a through 1c & 2 and 2a related to the complete installation of the specified roof surfaces (“Goods and Services”).

Contractor shall provide all labor, machinery, equipment, licenses, permits, bonds, and travel expenses to safely and skillfully complete the project and shall dispose of all materials generated during said installation in a lawful manner (the “Disposal”). Contractor shall be responsible for

obtaining any and all applicable permits and paying any and all applicable permit fees prior to beginning work.

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 Services.

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 City will need to maintain appropriate building security at all times during the project.

Article 2. Standard of Care

Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The City'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 and Grounds and Erik Krumholtz, of Tremco Inc., the City's roofing consultant as co-representatives for purposes of this Agreement. If the City's Representative(s) 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(s) or their designee observes any work performed by the Contractor to not be in conformity with the Agreement, the City's Representative(s) 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 Services an amount not to exceed \$ 2,089,900.00. For the avoidance of doubt, additional work discovered to be necessary that is outside of the contract shall be invoiced at a rate of \$ 85.00 /Hour and materials shall be billed at cost plus 15%.

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

Bernard Rammer
City of Sheboygan
828 Center Avenue
Sheboygan, Wisconsin 53081
Bernard.rammer@sheboyganwi.gov

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.
- Failure of Contractor to make payments due to subcontractors, material suppliers, or employees.
- Damage to the City or a third party.
- The probable filing of claims by other parties against Contractor which may adversely affect the City.
- Reasonable doubt that the Agreement can be completed for the balance then unpaid.
- Liquidated damages due to the City.

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 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 (REQUIRED)

Contractor shall, within ten (10) days of the execution of this Agreement by the City of Sheboygan, provide the City with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

Failure by Contractor to perform the work in a timely or satisfactory fashion may result in forfeiture of Contractor's Performance Bond. Failure by Contractor to make necessary payments to suppliers or subcontractors may result in forfeiture of Contractor's Payment Bond.

If the Surety on any bond furnished by Contractor becomes a party to supervision or liquidation, or its right to do business in the State of Wisconsin is terminated, Contractor shall, within thirty (30) calendar days thereafter, substitute another bond or surety, both of which must be acceptable to the City.

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 services by **December 15, 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 Services by the Deadline or the alternative final agreed upon completion date, 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.

All material used shall be new, newest model year, and free from defects. Items which 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 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, 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 the City may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery 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.
- 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 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.

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
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	Kaschak Roofing, Inc
City of Sheboygan	2301 West Purdue Street
828 Center Avenue	Milwaukee, WI 53209
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. The Performance and Payment Bonds
8. City Standard 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

Kaschak Roofing Inc.

BY: _____
Ryan Sorenson, Mayor

BY: _____

ATTEST: _____
Meredith DeBruin, City Clerk

ATTEST: _____

DATE: _____

DATE: _____

STANDARD TERMS AND CONDITIONS
(Request for Bids/Proposals/Contracts)
CITY OF SHEBOYGAN, WI

APPLICABILITY: The terms and conditions set forth in this document apply to Requests for Proposals (RFP), Bids and all other transactions whereby the City of SHEBOYGAN acquires goods or services, or both.

ENTIRE AGREEMENT: These Standard Terms and Conditions shall apply to any contract, including any purchase order, awarded as a result of this request. Special requirements of a resulting contract may also apply. Said written contract with referenced parts and attachments shall constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the County.

DEFINITIONS: As used herein, "vendor" includes a provider of goods or services, or both, who is responding to an RFP or a bid, and "bid" includes a response to either an RFP or a bid.

SPECIFICATIONS: The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. City of Sheboygan shall be the sole judge of equivalency. Vendors are cautioned to avoid proposing alternates to the specifications which may result in rejection of their bid.

DEVIATIONS AND EXCEPTIONS: Deviations and exceptions from terms, conditions, or specifications shall be described fully, on the vendor's letterhead, signed, and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and vendor shall be held liable for injury resulting from any deviation

QUALITY: Unless otherwise indicated in the request, all material shall be first quality. No pre-owned, obsolete, discontinued or defective materials may be used.

QUANTITIES: The quantities shown on this request are based on estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs.

DELIVERY: Deliveries shall be FOB destination freight prepaid and included unless otherwise specified. City will reject shipments sent C.O.D. or freight collect.

PRICING: Unit prices shown on the bid shall be the price per unit of sale, e.g., gal., cs., doz., ea. etc., as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price; the unit price shall govern in the bid evaluation and contract administration.

Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices shall not be subject to increase for the term specified in the award. Vendor shall submit proposed increases to the City contracting department thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases shall be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

CONFLICT OF INTEREST Submission of a bid constitutes bidder's certification that no financial or personal relationship exists between the bidder and any county official or employee except as specially set forth in writing attached to and made a part of the bid. The successful bidder shall disclose any such relationship which develops during the term of the contract.

ACCEPTANCE-REJECTION: City of SHEBOYGAN reserves the right to accept or reject any or all bids, to waive any technicality in any bid submitted and to accept any part of a bid as deemed to be in the best interests of the City.

Submission of a proposal or a bid constitutes the making of an offer to contract and gives the City an option valid for 60 days after the date of submission to the City.

BID SUBMISSION: Bids **MUST** be dated and time stamped by the City on or before the date and time that the bid is due. Bids deposited or time stamped in another office will be rejected. Actual receipt in the offices of the City is necessary; timely deposit in the mail system is not sufficient. **THERE WILL BE NO EXCEPTIONS TO THIS POLICY.**

METHOD OF AWARD: Award shall be made to the lowest responsible, responsive vendor conforming to specifications, terms, and conditions, or to the most advantageous bid submitted to the City on a quality versus price basis. Among other things, quantities, time of delivery, purpose for which required, competency of vendor, the ability to render satisfactory service and past performance will be considered in determining responsibility.

ORDERING/ACCEPTANCE: Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract containing all provisions of the contract signed by both parties shall be used when required by the City.

PAYMENT TERMS AND INVOICING: Unless otherwise agreed, City will pay properly submitted vendor invoices within thirty (30) days of receipt of goods or services, or combination of both. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order.

NO WAIVER OF DEFAULT: In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by City of any breach of the covenants of the Agreement or a waiver of any default of the successful vendor, and the making of any such payment or acceptance of any such service or product by City while any such default or breach shall exist shall in no way impair or prejudice the right of City with respect to recovery of damages or other remedy as a result of such breach or default.

TAXES: The City and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. The State of Wisconsin Department of Revenue has issued a tax exempt number to the City of SHEBOYGAN.

The City is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The City is exempt from Wisconsin sales or use tax on these purchases. The City may be subject to other states taxes on its purchases in that state depending on the laws of that state. Vendors performing construction activities are required to pay state use tax on the cost of materials.

GUARANTEED DELIVERY: Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include administrative costs.

APPLICABLE LAW AND VENUE: This contract shall be governed under the laws of the State of Wisconsin, and venue for any legal action between the parties shall be in Sheboygan County Circuit Court. The vendor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulation which are in effect during the period of this contract and which in any manner affect the work or its conduct.

ASSIGNMENT: No right or duty in whole or in part of the vendor under this contract may be assigned or delegated without the prior written consent of the City of SHEBOYGAN.

NONDISCRIMINATION/AFFIRMATIVE ACTION: During the term of this Agreement the vendor agrees, in accordance with sec. 111.321, Wis. Stats. not to discriminate against any person, whether an applicant or recipient of services, an employee or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The vendor shall provide a harassment-free work environment. These provisions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, and training, including apprenticeships, rates of pay or other forms of compensation.

The vendor agrees to post in conspicuous places, available for employees and applicants for employment,

notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.

FAILURE TO COMPLY with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

The vendor agrees to furnish all information and reports required by The City of SHEBOYGAN Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with City of SHEBOYGAN Ordinances., and the provisions of this Agreement.

ADA: Americans with Disabilities Act: The vendor agrees to the requirements of the ADA, providing for physical and programmatic access to service delivery and treatment in all programs and activities.

PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT: The vendor guarantees goods sold to the City were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright or trademark. The vendor covenants that it will, at its own expense, defend every suit which shall be brought against the City (provided that such vendor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright or trademark by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the City must fully comply with all safety requirements as set forth by the Wisconsin Department of Commerce and all applicable OSHA Standards.

MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, provide one (1) copy of the Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

WARRANTY: Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request shall be warranted against defects by the vendor for one (1) year from date of receipt. An equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the vendor. The time limitation in this paragraph does not apply to the warranty provided herein.

INSURANCE RESPONSIBILITY: The successful vendor shall:

Maintain worker's compensation coverage as required by Wisconsin Statutes, for all employees engaged in the work. The successful vendor shall furnish evidence of adequate worker's compensation insurance.

Indemnify, hold harmless and defend City, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which City, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the successful vendor furnishing the services or goods required to be provided under the contract with the City, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of City, its agencies, boards, commissions, officers, employees or representatives. The obligations of the successful vendor under this paragraph shall survive the expiration or termination of any contract resulting from the successful vendor's bid.

At all times during the term of this Agreement, keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amount of at least \$1,000,000 CSL (Combined Single Limits). Coverage afforded shall apply as primary.

City shall be given ten (10) days advance notice of cancellation or non-renewal. Upon execution of this Agreement, the successful vendor shall furnish City with a certificate of insurance listing City as an additional insured and, upon request, certified copies of the required insurance policies. If the successful vendor's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date, the successful vendor shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement.

The successful vendor shall furnish City, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that the successful vendor shall furnish the County with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal.

It is also agreed that on Claims-Made policies, either the successful vendor or City may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by the successful vendor. In the event any action, suit or other proceeding is brought against City upon any matter herein indemnified against, City shall give reasonable notice thereof to the successful vendor and shall cooperate with the successful vendor's attorneys in the defense of the action, suit or other proceeding

The City reserves the right to require higher or lower insurance limits where City deems necessary.

In case of any sublet of work under this Agreement, the successful vendor shall furnish evidence that each and every sub vendor has in force and effect insurance policies providing coverage identical to that required of the successful vendor.

CANCELLATION: City reserves the right to terminate any Agreement due to non-appropriation of funds or failure of performance by the vendor. This paragraph shall not relieve City of its responsibility to pay for services or goods provided or furnished to City prior to the effective date of termination.

PUBLIC RECORDS ACCESS: It is the intention of the City to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid openings are public unless otherwise specified. Records are not available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Bid results may be obtained by visiting the City of SHEBOYGAN City Hall Monday – Friday, between 8:00 a.m. and 4:00 p.m. Prior appointment is advisable.

PROPRIETARY INFORMATION: If the vendor asserts any of its books and records of its business practices and other matters collectively constitute a trade secret as that term is defined in s. 134.90(1)(c), Wis. Stats., City will not release such records to the public without first notifying the vendor of the request for the records and affording the vendor an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation shall be upon the vendor. The vendor acknowledges and agrees that if the vendor shall fail, in a timely manner, to initiate legal action to defend the trade secret designation or be unsuccessful in its defense of that designation, City shall be obligated to and will release the records.

Data contained in a bid, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations shall be the property of the City.

Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which vendor believes qualifies as a trade secret, as provided in section 19.36(5), Wis. Stats., must be identified on a designation of Confidential and Proprietary Information form. In any event, bid prices will not be held confidential after award of contract.

PROMOTIONAL ADVERTISING: Reference to or use of City of Sheboygan, any of its departments or sub-units, or any city official or employee for commercial promotion is prohibited without express written consent of the city.

ANTITRUST ASSIGNMENT: The vendor and the City recognize that in actual economic practice, overcharges resulting from antitrust violation are in fact usually borne by the City of Sheboygan(purchaser). Therefore, the successful vendor hereby assigns to the City of Sheboygan any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

RECORDKEEPING AND RECORD RETENTION PUBLIC WORKS CONTRACTS: The successful bidder on a public works contract shall comply with the State of Wisconsin statutes. All records must be kept in accordance with generally accepted accounting procedures. The City shall have the right to audit, review, examine, copy, and transcribe any such records or documents. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

RECORDKEEPING AND RECORD RETENTIONCOST REIMBURSEMENT CONTRACTS: Where payment to the vendor is based on the vendor's costs; vendor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures.

The City shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the vendor. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

COMPLIANCE WITH FAIR LABOR STANDARDS.

During the term of this Agreement, PROVIDER shall report to the City, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations within the seven years prior to entering this Agreement. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the City may take such action.

**REQUEST FOR BIDS
CITY OF SHEBOYGAN
2069-24**



**MUNICIPAL SERVICE BUILDING ROOF
REPLACEMENT**

Publish in The Sheboygan Press Week of November 18th & 25th. 2024

**CITY OF SHEBOYGAN
REQUEST FOR BIDS # 2069-24
MUNICIPAL SERVICE BUILDING ROOF REPLACEMENT**

The City of Sheboygan is soliciting bids for the replacement of the roof at the City of Sheboygan Municipal Service Building, 2026 New Jersey Avenue, Sheboygan, WI 53081.

In order to be considered, Bids, on forms included with the bid documents must be received in sealed envelopes with 5% Bid Bond no later than 1:00 PM on December 13, 2024 to the City of Sheboygan, City Hall, 828 Center Ave, Room #110, Sheboygan, WI 53081

Interested parties may obtain specifications and bidding documents by contacting the purchasing agent at (920) 459-3469 or via email Bernard.rammer@sheboyganwi.gov.

The Project includes replacement of approximately 100,000 square feet of 30 year old Coal Tar Pitch Built Up Roofing with a new hot applied, asphalt built up roofing system.

A mandatory pre-bid conference will be held on Tuesday December 3, 2024 commencing at 10:00 AM in the main lobby of the Municipal Service Building. Potential bidders must have a representative in attendance in order for their bid to receive consideration.

All bidders must have on file a current Bidders Proof of Responsibility form not less than 5 days preceding the bid due date. Forms are included with the bid Bidders who have previously submitted this information can check the current status by contacting the Department of Public Works at (920) 459-3440. Bidders Proofs of responsibility are valid for one year from the date of approval.

Attention of bidders is also called to the fact that the successful bidder must insure that employees and applicants for employment are not discriminated against because of race, color, sex, religion or national origin.

All proposals received become the property of The City of Sheboygan and must remain in effect not less than sixty (60) days beyond the proposal submission deadline. Proposals submitted may be withdrawn up and until the proposal deadline.

The City of Sheboygan reserves the right to reject any proposals received, cancel this solicitation, waive any informality associated with the proposal process and award the contract deemed to be in the best interest of The City of Sheboygan.

Table of Contents

1	NOTICE TO PROPOSERS.....	4
1.1	Summary	4
1.2	Important Dates	4
1.3	Format	4
1.4	Labeling	4
1.5	Standard Terms	4
1.6	Contact Info	5
1.7	Multiple Proposals.....	5
1.8	Addenda.....	5
1.9	Acceptance and Rejection	5
1.91	Withdrawal and Revision.....	5
1.92	Non-Material and Material variance.....	5
1.10	Public Records.....	6
1.11	Tax Exemption.....	6
1.12	Proposers Responsibility.....	6
2	DESCRIPTION OF SERVICES	6
2.1	Introduction	6
2.2	Goals	6
2.3	Term	6
2.4	Initial Inspection.....	6
2.5	Sub-Contracting.....	7
2.6	Warranty.....	7
2.7	Existing Environment	7
3.	Scope of Services.....	8
	Form A: Signature Affidavit	
	Form B: Receipt of Forms and Checklist	
	Form C Vendor Profile	
	Form D: Cost Proposal Form	
	Form E, References	

2. TECHNICAL SPECIFICATIONS:

Section #1	General Scope of Work
	Project Timelines / Construction Schedule
Section #2	Section 011000 General Summary
Section #3	Section 012100 Allowances
Section #4	Technical Specifications:
	*Section 061050 Miscellaneous Wood Carpentry
	*Section 070150 Re-Roofing Preparation
	*Section 075113 Built Up Asphalt Roof System Specification
	*Section 076200 Sheet Metal Flashing / Trims / Metal Roofing
Section #6	Photos of Roof Sections – Roof Nuclear Moisture Scan (August, 2024)
Section #7	Roof Plans / Roof Construction Details

SECTION #1: NOTICE TO PROPOSERS

1.1 Summary:

The City of Sheboygan (“City”) is soliciting Bids from qualified vendors for the replacement of roofing systems at the Municipal Service Building located at 2026 New Jersey Avenue, Sheboygan, WI 53081. Vendors submitting Bids (“Bidders”) are required to read this Request for Bids (“RFB”) in its entirety and follow the instructions contained herein.

1.2 Important Dates:

Deliver Proposals no later than the due time and date indicated below. The City of Sheboygan will reject late Proposals:

Issue Date: November 15th, 2024

Questions Due: December 9th, 2024 – 12:00 PM

Bid Proposals Due: 1:00 pm on Friday, December 13th, 2024

1.3 Format:

Submit Sealed Bids to: CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan, WI 53081
Attention: Bernard Rammer Purchasing Agent

All proposals must be clearly labeled:

“Sealed Bid-Municipal Service Building Roof Replacement Project”

1.4 Appendix A: Standard Terms & Conditions

Proposers are responsible for reviewing this attachment prior to submission of their Proposals. City of Sheboygan Standard Terms and Conditions are the minimum requirements for the submission of Proposals.

1.5 Multiple Proposals

Multiple Proposals (Alternates) from Proposers are permitted; however, **each bidder must fully conform to the requirements for submission and provide a proposal for the Base Bid.** Proposers must sequentially label (e.g., Alternate Proposal #1, #2 etc) and separately package each Proposal.

1.6 City of Sheboygan Contact Information

The City of Sheboygan Purchasing Agent:
Bernard Rammer
828 Center Avenue-Finance Dept.
Sheboygan WI 53081
(920)459-3469
Bernard.rammer@sheboyganwi.gov

1.7 Inquiries, Clarifications, and Exceptions

Proposers are to raise any questions they have about the RFB document without delay. Direct all questions, **in writing**, to the Purchasing Agent via U.S Mail or electronic mail.

Proposers finding any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP document shall immediately notify the Buyer and request clarification. In the event that it is necessary to provide additional clarification or revision to the RFP, the City

will send addenda to all bidders of record– see 1.11 below.

Proposals should be as responsive as possible to the provisions stated herein. A prospective vendor may take “exception” to bid terms, conditions, specifications and dates stated within the bid package, however, the City of Sheboygan reserves the right to disqualify any and all bids submitted which include exceptions, if deemed not in the City’s best interests.

1.8 Addenda

In the event that it is necessary to provide additional clarification or revision to the RFP, the City will issue addenda to **all** bidders of record. It is the Proposers responsibility to **register their Email** address with the Purchasing Agent (Bernard.rammer@sheboyganwi.gov) in order to receive the addenda. Proposers must acknowledge the receipt of any addenda on Form B. Failure to register or retrieve addenda and include their provisions may result in disqualification. Addenda to be distributed will include any questions received and answers to same. Final Addenda will be issued on or before December 10th, 2024 by 10 AM.

1.9 Acceptance/Rejection of Proposals

The City reserves the right to accept or reject any or all proposals submitted, in whole or in part, and to waive any informalities or technicalities, which at the City’s discretion is determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any proposer responding to this request. The City expressly reserves the right to reject any and all proposals responding to this invitation without indicating any reasons for such rejection(s).

The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.

1.9.1 Withdrawal or Revision of Proposals

Proposers may, without prejudice, withdraw Proposals submitted prior to the date and time specified for receipt of Proposals by requesting such withdrawal before the due time and date of the submission of Proposals. After the due date of submission of Proposals, no Proposals may be withdrawn for a period of 90 days or as otherwise specified or provided by law. Proposers may modify their Proposals at any time prior to opening of Proposals.

1.10 Wage Rates

Prevailing Wage Rates are NOT required

1.11 Public Records

Proposers are hereby notified that all information submitted in response to this RFP may be made available for public inspection according to the Public Records Law of the State of Wisconsin or other applicable public record laws. Information qualifying as a “trade secret” as defined in State of Wisconsin Statutes and identified as same by the Proposer may be held confidential.

Proposers shall clearly identify all information they deem to be “trade secrets,” as defined in the State of Wisconsin Statutes. Do not duplicate or co-mingle information, deemed confidential and identified, elsewhere in your response.

S. 19.36(5)

(5) TRADE SECRETS. An authority may withhold access to any record or portion of a record containing information qualifying as a trade secret as defined in s. 134.90(1)(c).

s. 134.90(1)(c)

(c) “Trade secret” means information, including a formula, pattern, compilation, program, device, method,

technique or process to which all of the following:

The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

The information is the subject of efforts to maintain its secrecy that are ~~reasonable~~ under the circumstances.

The City cannot ensure that information will not be subject to release if a request is made under applicable public records laws. The City cannot consider the following confidential: a bid in its entirety, price bid information, or the entire contents of any resulting contract. The City will not provide advance notice to Proposers prior to release of any requested record.

To the extent permitted by such laws, it is the intention of the City to withhold the contents of Proposals from public view until such times as competitive or bargaining reasons no longer require non-disclosure, in the City's opinion. At that time, all Proposals will be available for review in accordance with such laws.

1.11 Tax Exempt

The City of Sheboygan as a municipality is exempt from payment of federal excise taxes and State of Wisconsin taxes per Wisconsin statute 77.54(9a). Federal Tax ID #39-6005599. A completed Wisconsin Department of Revenue Form S-211 can be furnished.

1.12 Proposers Responsibility

Proposers shall examine this RFB and shall exercise their judgment as to the nature and scope of the work required. No plea of ignorance concerning conditions or difficulties that exist or may hereafter arise in the execution of the work under the resulting contract, as a consequence of failure to make necessary examinations and investigations, shall be accepted as an excuse for any failure or omission on the part of the Proposers to fulfill the requirements of the resulting contract.

1.13 Subcontracting

The firm submitting a proposal should clearly identify information regarding any sub-contractors it intends to utilize in the performance of the contract.

1.14 Warranty / Payment & Performance Bond

Bidders should include a full explanation of the warranty associated with the equipment proposed. The information should also include manufacturer warranties as well as the warranty to cover defects in installation. It is required the successful bidder provide a 100% Payment / Performance Bond 10 days prior to the start of work.

2 *DESCRIPTION OF PRODUCTS*

Introduction

The City of Sheboygan is accepting proposals from qualified vendors for the replacement of 5 roof sections at the Municipal Service Building located at 2026 New Jersey Avenue in the Spring, of 2025 and to be completed no later than November 1st of 2025.

2.1 Goals

The goal of this solicitation and any subsequent agreement is to enter into contract with a firm experienced and qualified in the replacement of commercial building roofing systems and related work.

2.2

Term

The term of the contract between the parties will begin upon contract execution and conclude upon final acceptance excluding any warranty periods.

2.3

Initial Inspection

The City would anticipate that the work will begin in Spring of 2025 and conclude no later than late fall of 2025.

2.4

Subcontracting

The firm submitting a proposal should clearly identify information regarding any sub-contractors it intends to utilize in the performance of the contract.

2.6

Warranty

Bidders should include a full explanation of assurances to support the work to be performed Under the contract including the Manufacturer's Warranty.

2.7

Existing Environment

The Municipal Service Building is a large flat built up roofing system on 4 areas and 1 flat roof with PVC membrane.

1. SCOPE OF SERVICE

Replacement of the roofing systems and related in accordance within the plans and specifications provided within this document.

STANDARD TERMS AND CONDITIONS
(Request for Bids/Proposals/Contracts)
City of Sheboygan Purchasing

APPLICABILITY: The terms and conditions set forth in this document apply to Requests for Proposals (RFP), Bids and all other transactions whereby the City of Sheboygan acquires goods or services, or both.

ENTIRE AGREEMENT: These Standard Terms and Conditions shall apply to any contract, including any purchase order, awarded as a result of this request. Special requirements of a resulting contract may also apply. Said written contract with referenced parts and attachments shall constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the City.

DEFINITIONS: As used herein, "vendor" includes a provider of goods or services, or both, who is responding to an RFP or a bid, and "bid" includes a response to either an RFP or a bid.

SPECIFICATIONS: The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof, desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. City of Sheboygan shall be the sole judge of equivalency. Vendors are cautioned to avoid proposing alternates to the specifications which may result in rejection of their bid.

DEVIATIONS AND EXCEPTIONS: Deviations and exceptions from terms, conditions, or specifications shall be described fully, on the vendor's letterhead, signed, and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and vendor shall be held liable for injury resulting from any deviation

QUALITY: Unless otherwise indicated in the request, all material shall be first quality. No pre-owned, obsolete, discontinued or defective materials may be used.

QUANTITIES: The quantities shown on this request are based on estimated needs. The City reserves the right to increase or decrease quantities to meet actual needs.

DELIVERY: Deliveries shall be FOB destination freight prepaid and included unless otherwise specified. City will reject shipments sent C.O.D. or freight collect.

PRICING: Unit prices shown on the bid shall be the price per unit of sale, e.g., gal., cs., doz., ea. etc., as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price; the unit price shall govern in the bid evaluation and contract administration.

Prices established in continuing agreements and term contracts may be lowered due to market conditions, but prices shall not be subject to increase for the term specified in the award. Vendor shall submit proposed increases to the contracting department thirty (30) calendar days before the proposed effective date of the price increase. Proposed increases shall be limited to fully documented cost increases to the vendor that are demonstrated to be industry wide. Price increases may not be granted unless they are expressed in bid documents and contracts or agreements.

CONFLICT OF INTEREST Submission of a bid constitutes bidder's certification that no financial or personal relationship exists between the bidder and any city official or employee except as specially set forth in writing attached to and made a part of the bid. The successful bidder shall disclose any such relationship which develops during the term of the contract.

ACCEPTANCE-REJECTION: City of Sheboygan reserves the right to accept or reject any or all bids, to waive any Technicality in any bid submitted and to accept any part of a bid as deemed to be in the best interests of the City. Submission of a proposal or a bid constitutes the making of an offer to contract and gives the City an option valid for 60 days after the date of submission to the City.

BID SUBMISSION: Bids **MUST** be dated and time stamped by the Sheboygan City Purchasing Agent's Office on or before the date and time that the bid is due. Bids deposited or time stamped in another office will be rejected. Actual receipt in the office of the purchasing Agent is necessary; timely deposit in the mail system is not sufficient. **THERE WILL BE NO EXCEPTIONS TO THIS POLICY.**

METHOD OF AWARD: Award shall be made to the lowest responsible, responsive vendor conforming to specifications, terms, and conditions, or to the most advantageous bid submitted to the City on a quality versus price basis. Among other things, quantities, time of delivery, purpose for which required, competency of vendor, the ability to render satisfactory service and past performance will be considered in determining responsibility.

ORDERING/ACCEPTANCE: Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract containing all provisions of the contract signed by both parties shall be used when required by the Sheboygan City Purchasing Division.

PAYMENT TERMS AND INVOICING: Unless otherwise agreed, City of Sheboygan County will pay properly submitted vendor invoices within thirty (30) days of receipt of goods or services, or combination of both. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order.

NO WAIVER OF DEFAULT: In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by City of any breach of the covenants of the Agreement or a waiver of any default of the successful vendor, and the making of any such payment or acceptance of any such service or product by City while any such default or breach shall exist shall in no way impair or prejudice the right of City with respect to recovery of damages or other remedy as a result of such breach or default.

TAXES: The City and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. The State of Wisconsin Department of Revenue has issued a tax-exempt number to the City of Sheboygan.

The City is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. The City is exempt from Wisconsin sales or use tax on these purchases. The City may be subject to other states taxes on its purchases in that state depending on the laws of that state. Vendors performing construction activities are required to pay state use tax on the cost of materials.

GUARANTEED DELIVERY: Failure of the vendor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the vendor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include administrative costs.

APPLICABLE LAW AND VENUE: This contract shall be governed under the laws of the State of Wisconsin, and venue for any legal action between the parties shall be in Sheboygan County Circuit Court. The vendor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulation which are in effect during the period of this contract and which in any manner affect the work or its conduct.

ASSIGNMENT: No right or duty in whole or in part of the vendor under this contract may be assigned or delegated without the prior written consent of the City of Sheboygan.

NONDISCRIMINATION/AFFIRMATIVE ACTION: During the term of this Agreement the vendor agrees, in accordance with sec. 111.321, Wis. Stats., and Chapter 46 of the Sheboygan County Code of Ordinances, not to discriminate against any person, whether an applicant or recipient of services, an employee or applicant for employment, on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs. The vendor shall provide a harassment-free work environment. These provisions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, and training, including apprenticeships, rates of pay or other forms of compensation.

The vendor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.

FAILURE TO COMPLY with these Terms and Conditions may result in the vendor being debarred, termination of the contract and/or withholding of payment.

The vendor agrees to furnish all information and reports required by the City of Sheboygan County's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with City of Sheboygan Ordinances., and the provisions of this Agreement.

ADA: Americans with Disabilities Act: The vendor agrees to the requirements of the ADA, providing for physical and programmatic access to service delivery and treatment in all programs and activities.

PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT: The vendor guarantees goods sold to the City were manufactured or produced in accordance with applicable federal labor laws, and that the sale or use of the articles described herein do not infringe any patent, copyright or trademark. The vendor covenants that it will, at its own expense, defend every suit which shall be brought against the City (provided that such vendor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent, copyright or trademark by reason of the sale or use of such

articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the City must fully comply with all safety requirements as set forth by the Wisconsin Department of Commerce and all applicable OSHA Standards.

MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, provide one (1) copy of the Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

WARRANTY: Unless specifically expressed otherwise in writing, goods and equipment purchased as a result of this request shall be warranted against defects by the vendor for one (1) year from date of receipt. An equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the vendor. The time limitation in this paragraph does not apply to the warranty provided herein.

INSURANCE RESPONSIBILITY: The successful vendor shall:

Maintain worker's compensation coverage as required by Wisconsin Statutes, for all employees engaged in the work. The successful vendor shall furnish evidence of adequate worker's compensation insurance.

Indemnify, hold harmless and defend City, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which City, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the successful vendor furnishing the services or goods required to be provided under the contract with the City, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of City, its agencies, boards, commissions, officers, employees or representatives. The obligations of the successful vendor under this paragraph shall survive the expiration or termination of any contract resulting from the successful vendor's bid.

At all times during the term of this Agreement, keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amount of at least \$1,000,000 CSL (Combined Single Limits). Coverage afforded shall apply as primary.

City shall be given ten (10) days advance notice of cancellation or non-renewal. Upon execution of this Agreement, the successful vendor shall furnish City with a certificate of insurance listing City as an additional insured and, upon request, certified copies of the required insurance policies. If the successful vendor's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date, the successful vendor shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement.

The successful vendor shall furnish City, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that the successful vendor shall furnish the City with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal.

It is also agreed that on Claims-Made policies, either the successful vendor or City may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by the successful vendor. In the event any action, suit or other proceeding is brought against City upon any matter herein indemnified against, City shall give reasonable notice thereof to the successful vendor and shall cooperate with the successful vendor's attorneys in the defense of the action, suit or other proceeding.

The City reserves the right to require higher or lower insurance limits where City deems necessary.

In case of any sublet of work under this Agreement, the successful vendor shall furnish evidence that each and every sub vendor has in force and effect insurance policies providing coverage identical to that required of the successful vendor.

CANCELLATION: City reserves the right to terminate any Agreement due to non-appropriation of funds or failure of performance by the vendor. This paragraph shall not relieve City of its responsibility to pay for services or goods provided or furnished to City prior to the effective date of termination.

PUBLIC RECORDS ACCESS: It is the intention of the City to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid openings are public unless otherwise specified. Records are not available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Bid results may be obtained by visiting the Sheboygan City Purchasing Office Monday – Friday, between 8:00 a.m. and 4:00 p.m. Prior

appointment is advisable.

PROPRIETARY INFORMATION: If the vendor asserts any of its books and records of its business practices and other matters collectively constitute a trade secret as that term is defined in s. 134.90(1)(c), Wis. Stats., City will not release such records to the public without first notifying the vendor of the request for the records and affording the vendor an opportunity to challenge in a court of competent jurisdiction the requester's right to access such records. The entire burden of maintaining and defending the trade secret designation shall be upon the vendor. The vendor acknowledges and agrees that if the vendor shall fail, in a timely manner, to initiate legal action to defend the trade secret designation or be unsuccessful in its defense of that designation, City shall be obligated to and will release the records.

Data contained in a bid, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations shall be the property of the City.

Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which vendor believes qualifies as a trade secret, as provided in section 19.36(5), Wis. Stats., must be identified on a designation of Confidential and Proprietary Information form. In any event, bid prices will not be held confidential after award of contract.

PROMOTIONAL ADVERTISING: Reference to or use of The City of Sheboygan, any of its departments or sub-units, or any city official or employee for commercial promotion is prohibited without express written consent of the city.

ANTITRUST ASSIGNMENT: The vendor and the City of Sheboygan recognize that in actual economic practice, overcharges resulting from antitrust violation are in fact usually borne by the City of Sheboygan (purchaser). Therefore, the successful vendor hereby assigns to the City of Sheboygan any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

RECORDKEEPING AND RECORD RETENTIONPUBLIC WORKS CONTRACTS: The successful bidder on a public works contract shall comply with the State of Wisconsin prevailing wage scale when applicable and shall establish and maintain adequate payroll records for all labor utilized as well as records for expenditures relating to all subcontracts, material men and suppliers. All records must be kept in accordance with generally accepted accounting procedures. The City shall have the right to audit, review, examine, copy, and transcribe any such records or documents. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

RECORDKEEPING AND RECORD RETENTIONCOST REIMBURSEMENT CONTRACTS: Where payment to the vendor is based on the vendor's costs; vendor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. The City contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the vendor. The vendor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

COMPLIANCE WITH FAIR LABOR STANDARDS.

During the term of this Agreement, PROVIDER shall report to the City Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations within the seven years prior to entering this Agreement. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the City may take such action.

Form A: Signature and Non-Collusion Affidavit

RFB: MUNICIPAL SERVICE BUILDING ROOF

This form must be returned with your response.

In signing Proposals, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise take any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit Proposals, that Proposals have been independently arrived at, without collusion with any other Proposers, competitor or potential competitor; that Proposals have not been knowingly disclosed prior to the opening of Proposals to any other Proposers or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this Proposals, hereby agrees with all the terms, conditions, and specifications required by the county in this Request for Proposals, declares that the attached Proposals and pricing are in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

Proposers shall provide the information requested below. Include the legal name of the Proposers and signature of the person(s) legally authorized to bind the Proposers to a contract.

COMPANY NAME

SIGNATURE

DATE

PRINT NAME OF PERSON SIGNING

Form B: Receipt of Forms and Submittal Checklist

RFB: MUNICIPAL SERVICE BUILDING ROOF

This form must be returned with your response.

Proposers hereby acknowledge the receipt and/or submittal of the following forms:

Forms	Initial to Acknowledge RECEIPT
Form A: Signature Affidavit	
Form B: Receipt of Forms and Submittal Checklist	
Form C: Vendor Profile	
Form D: Cost Proposal	
Form E. References	

COMPANY NAME

SIGNATURE

Form C: Vendor Profile

RFB: MUNICIPAL SERVICE BUILDING ROOF

COMPANY INFORMATION

This form must be returned with your response.

COMPANY NAME (Make sure to use your complete, legal company name.)			
FEIN		(If FEIN is not applicable, SSN collected upon award)	
CONTACT NAME (Able to answer questions about proposal.)		TITLE	
TELEPHONE NUMBER		FAX NUMBER	
EMAIL			
ADDRESS		COUNTY	STATE ZIP

ORDERS/BILLING CONTACT

Address where County purchase orders/contracts are to be mailed and person the department contacts concerning orders and billing.

CONTACT NAME		TITLE	
TELEPHONE NUMBER		FAX NUMBER	
EMAIL			
ADDRESS		COUNTY	STATE ZIP

Form D: Cost Proposal

RFB: MUNICIPAL SERVICE BUILDING ROOF

This form must be returned with your response.

We propose to provide all travel, labor, materials tool, equipment for the replacement of the Municipal Service Building roof sections #2, #3, #4, #5 and #6 and related systems in accordance with the plans and specifications.

BASE BID: \$ _____

TIME AND MATERIALS RATES FOR WORK UNFORESEEN:

ROOFING HOURLY RATE: \$ _____ / HOUR

MARK UP OF MATERIALS / SUB-CONTRACTORS: _____ %

We Acknowledge Receipt of the following Addenda

#1 DATED _____

#2 DATED _____

#3 DATED _____

Further, based upon current lead times and schedules in effect at the time of this writing we would anticipate commencement of the project on or about _____, ____ 2025.

COMPANY NAME

SIGNATURE

DATE

END OF COST PROPOSAL FORM

Form E: References

RFB: MUNICIPAL SERVICE BUILDING ROOF

This form must be returned with your response.

REFERENCE #1 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	COUNTY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
Manufacturer & Model	Delivery date		
Notes			

REFERENCE #2 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	COUNTY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
Manufacturer & Model	Delivery Date		
Notes			

REFERENCE #3 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	COUNTY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
Manufacturer & Model	Delivery Date		
Notes			

General Scope of Work:

Municipal Service Building - Roof Sections #2, #3, #4, #5, and #6:

1. Remove the existing gravel surfaced, built up roof membrane or PVC single ply membrane to expose the existing layers of insulation. Remove all insulation 8' x 8' around each existing drain area and proposed drain area to expose the steel deck and existing drain bowl lip.
2. Install new roof drains at required locations per roof plan set. Basis of design is the Zurn Z100 Series of cast iron roof drains and strainers. Roofing contractor shall coordinate and hold the contract of the plumbing contractor.
3. Inspect the existing insulation layers to confirm the remaining insulation materials are dry and sound to remain in place.
4. Remove existing skylights and units with respective curbs as indicated on the roof demo plan (R1.2). Install new Z channels around the perimeters of each opening with new corrugated steel decking (20 gauge minimum). Install a new layer of 2.0" thick, Polyisocyanurate insulation over the new decking to be flush with the existing layers of insulation.
5. Where existing curbs are to remain, raise the existing mechanical equipment curbs with additional wood blocking to achieve a 8" minimum flashing height where required. Roofing Contractor shall arrange for the disconnection and reconnection of the existing units that may need to be lifted.
6. Mechanically fasten new tapered insulation (1/4" slope per foot) around each drain area approximately 32' square and 3" of flat insulation over all remaining areas of roofing. New total thickness of thermal roof insulation (2.0' of old and 3.0" of new) will be 5.0" at the perimeters.
7. Install two new layers of wood blocking at all perimeters to be flush with the new roof insulation.
8. Adhere an over-layment board of 1/4" thick, pre-primed gypsum board set in Type III Asphalt.
9. Adhere an asphalt coated, polyester reinforced trilaminar base sheet set in Type III Asphalt at a rate of 25 lbs per 100 square feet minimum.
10. Adhere three plies of Type VI fiberglass felts set in SEBS modified asphalt adhesive at a rate of 25 lbs per 100 square feet.
11. Install perimeter flashings as follows:
 - a. Roof membrane is to extend to the top of the wood fiberboard cants or wood cants at perimeters and sealed off with mastic at the vertical walls.
 - b. Adhere a backer ply of polyester woven felt set in SEBS modified asphalt adhesive.
 - c. Adhere a finish flashing of polyester reinforced, SBR / EPDM elastomeric sheet flashing set in SEBS modified asphalt adhesive.
 - d. Seal vertical flashing laps with rubberized mastic and 4" fiberglass woven mesh.
 - e. After mastics have set for two days, prime and coat roof flashings with fibered aluminum coating.
 - f. Install under-layment materials (self adhered air barrier or vinyl sheeting) over the cants or parapet walls prior to application of sheet metal caps and components.
12. Flood coat roof system with Type III asphalt adhesive at a rate of 50 - 60 lbs per 100 square feet followed by new gravel broadcast into the hot asphalt at a rate of 500 lbs – 550 lbs per 100 square feet.
13. Install new 24 gauge prefinished galvanized steel fascia, expansion joint covers and counter-flashings. The Owner is to select the color from a standard color chart provided by the Contractor.
14. Provide a 20 Year Roof System Warranty for all components.

PROJECT TIMELINES:

MUNICIPAL SERVICE BUILDING
ROOF REPLACEMENT PROJECT
2026 NEW JERSEY AVE, SHEBOYGAN, WI

SPRING, 2025

GENERAL TIMELINE:

DECEMBER, 2024:	BIDDING PROCESS
DECEMBER 13 TH , 2024:	BID REVIEW
JANUARY 15 TH , 2025:	AWARD OF CONTRACT
MARCH 15 TH , 2025:	PRECONSTRUCTION MEETINGS AND EXECUTION OF CONTRACTS
NOVEMBER 15 TH :	PROJECT COMPLETION / PUNCHLIST ITEMS
DECEMBER 15 TH :	FINAL INSPECTION / WARRANTY ISSUANCE FINAL PAYMENT

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Work covered by the Contract Documents.
 - 2. Products ordered in advance.
 - 3. Use of premises.
 - 4. Owner's occupancy requirements.
 - 5. Work restrictions.
 - 6. Specification formats and conventions.
- B. Related Sections include the following:
 - 1. Division 1 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: City of Sheboygan: Project #2069-24 Municipal Service Building Roof Replacement Project
 - 1. Project Location: 2026 New Jersey Ave, Sheboygan, WI 53081
- B. Owner: City of Sheboygan
 - 1. Owner's Representative: Mr. Michael Willmas, Superintendent – Facilities / Traffic Division
 - 2. Owner's Representative: Mr. Bernie Rammer, Purchasing Agent, City of Sheboygan
- C. Project Specifier: Tremco, Incorporated, Sheboygan, WI has been appointed by Owner to serve as Project Specifier / Coordinator.
- D. The Work consists of the following:
 - 1. Work includes roof system membrane removal and replacement at the above listed facility.
 - a. Removal of the existing Coal Tar Pitch Membrane (Sections #2 - #5) and PVC membrane (Section #6), any wet or damaged roof insulation, any damaged steel decking, and any perimeter sheet metal trims. Demolition of existing skylights and other designated curbs / mechanical equipment.
 - b. Installation of new internal roof drains / piping as required.
 - c. Installation of new thermal insulation, new gypsum coverboard, hot applied asphalt built up roof membrane, perimeter flashings, sheet metal details and related components.

- d. Provide the Owner a 20-year roof system warranty package as specified for roof replacement projects.

1.4 TYPE OF CONTRACT

- 1. Project will be constructed under a single prime contract for all work.

1.5 USE OF PREMISES

- A. General: Contractor shall have limited use of premises for construction operations, including use of Project site, during construction period. Contractor's use of premises is limited to specific staging and storage areas and by Owner's right to perform work or to retain other contractors on portions of Project.
 - 1. Driveways and Entrances: Keep driveways parking garage, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
 - c.
- B. Use of Existing Buildings: Maintain existing building in a weather-tight condition throughout construction period. Repair damage caused by construction operations, including damaged grass, pavement, exterior walls or other exterior property. Protect building and its occupants during construction period as requested by the Owner.
- C. Building Access by Contractor: Generally, exterior access only is requested for the facility. Access to the facility through the interior of the facility shall be by the foreman only.
- D. Smoking: NO smoking is tolerated on any property owned by the Sheboygan Falls School District. This includes the parking lots, the rooftops and any other areas the contractor may be set up on the construction site.
- E. Ladders: Portable ladders are required for access of the crew to the roof top. At the end of each day, the ladders are to be lowered and either removed off site or locked in place so no use is permitted.
- F. Hot Materials / Overhead Lifting: Steel railings or snow fence must be provided and installed the roofing contractor to prevent foot traffic / child play near any of the equipment used for hot asphalt or where there is overhead lifting. Contractor is solely responsible for all aspects of OSHA related compliance for the project.
- G. Portable Facilities: A portable restroom facility will be required for this project. The portable facility is to be kept on the roof only and secured in place with weights or mechanical means.
- H. Portable Toilet Facility: Contractor is to provide secured, portable toilet facility for contractor use only. Portable facility to be located at set up / staging location or roof-top.

1.6 OWNER'S OCCUPANCY REQUIREMENTS

- A. Full Owner Occupancy: Owner will occupy site and existing building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits, unless otherwise indicated.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
 - 2. Provide not less than 48 hours' notice to Owner of activities that will affect Owner's operations.

1.7 WORK RESTRICTIONS

- A. On-Site Work Hours: Work shall be generally performed inside the existing building during normal business working hours of 7 a.m. to 5 p.m., Monday through Friday, except otherwise indicated.
 - 1. Weekend Hours: Saturdays upon 24 hours advance notice.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Owner not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Owner's permission.

1.8 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 16-division format and CSI/CSC's "MasterFormat" numbering system.
 - 1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
 - 2. Division 1: Sections in Division 1 govern the execution of the Work of all Sections in the Specifications.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 - 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for

clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.

- a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

END OF SECTION 011000

SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing allowances.
 - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
 - 1. Cost allowances.
- C. Related Sections include the following:
 - 1. Division 1 Section "Unit Prices" for procedures for using unit prices.
 - 2. Divisions 2 through 16 Sections for items of Work covered by allowances.

1.3 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
- B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.
- D. Submit itemization of dates of hours worked for additional labor required and location of areas where work was provided for deck removal / replacement. Photographic documentation is required.

1.4 COST ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner under allowance and shall include taxes, freight, and delivery to Project site.
- B. Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner under allowance shall be included as part of the Contract Sum and not part of the allowance.

- C. Itemization and copies of subcontractor costs or materials receipts shall be provided to the Owner upon request of payment for work completed.
- D. All allowance amounts listed shall be included in the contractors' base bid amounts on the "Bidding Instructions" proposal.

PART 2 - EXECUTION

2.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

2.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

2.3 SCHEDULE OF ALLOWANCES TO BE INCLUDED WITH BIDS

- A. Project Allowance:
 - 1. Repair of unforeseen damage to existing roof insulation, wood blocking, steel decking or other components: \$20,000.00
 - 2. Unforeseen need for HVAC or Plumbing work aside from the items listed in the specifications or plan set: \$10,000.00

END OF SECTION 012100

SECTION 061050 - MISCELLANEOUS CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 1. Rooftop equipment bases and support curbs.
 2. Wood blocking and nailers.

1.3 DEFINITIONS

- A. Lumber grading agencies, and the abbreviations used to reference them, include the following:
 1. NELMA - Northeastern Lumber Manufacturers Association.
 2. NLGA - National Lumber Grades Authority.
 3. SPIB - Southern Pine Inspection Bureau.
 4. WCLIB - West Coast Lumber Inspection Bureau.
 5. WWPA - Western Wood Products Association.

1.4 QUALITY ASSURANCE

- A. Forest Certification: For the following wood products, provide materials produced from wood obtained from forests certified by an FSC-accredited certification body to comply with FSC 1.2, "Principles and Criteria":
 1. Miscellaneous lumber.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Stack lumber, plywood, and other panels; place spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 MISCELLANEOUS LUMBER

- A. General: Provide lumber for support or attachment of other construction, including the following:
 1. Rooftop equipment bases and support curbs.

2. Blocking.
3. Nailers.

B. For items of dimension lumber size, provide Standard, Stud, or No. 3 grade lumber with 15 percent maximum moisture content and any of the following species:

1. Mixed southern pine; SPIB.
2. Hem-fir or Hem-fir (north); NLGA, WCLIB, or WWPA.
3. Spruce-pine-fir (south) or Spruce-pine-fir; NELMA, NLGA, WCLIB, or WWPA.
4. Eastern softwoods; NELMA.
5. Northern species; NLGA.
6. Western woods; WCLIB or WWPA.

2.2 FASTENERS

A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.

1. Where carpentry is exposed to weather, in ground contact, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.

B. Nails, Wire, Brads, and Staples:

1. FS FF-N-105.
2. #16 Penny Nails (wood to wood)

C. Power-Driven Fasteners: CABO NER-272.

D. Wood Screws: ASME B18.6.1.

E. Screws for Fastening to Cold-Formed Metal Framing: ASTM C 954, except with wafer heads and reamer wings, length as recommended by screw manufacturer for material being fastened.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry to other construction; scribe and cope as needed for accurate fit. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.

B. Apply field treatment complying with AWPA M4 to cut surfaces of preservative-treated lumber and plywood.

C. Securely attach carpentry work as indicated and according to applicable codes and recognized standards.

D. Use fasteners of appropriate type and length. Pre-drill members when necessary to avoid splitting wood.

3.2 WOOD BLOCKING, AND NAILER INSTALLATION

- A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces, unless otherwise indicated.

END OF SECTION 061050

SECTION 070150 - MEMBRANE ROOF REMOVAL PREPARATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Roof tear-off.
 - 2. Curb / Skylight Removal.
 - 3. Roof replacement preparation.
 - 4. Removal of base flashings.
- B. Related Sections include the following:
 - 1. Division 1 Section "Summary" for use of the premises and phasing requirements.
 - 2. Division 6 Section "Miscellaneous Carpentry" for wood nailers, cants, curbs, and blocking.
 - 3. Division 7 Section "Built Up Roofing" for roofing membrane, base flashings; and roofing accessories.
 - 4. Division 7 Section "Sheet Metal Flashing and Trim" for metal roof penetration flashings, flashings, and counterflashings.
- C. Unit Prices: Refer to Division 1 Section "Unit Prices" for description of Work in this Section affected by unit prices.

1.3 MATERIALS OWNERSHIP

- A. Except for items or materials indicated to be reused, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site.

1.4 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D 1079 and glossary in NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to roofing work in this Section.
- B. Substrate Board: Rigid board or panel products placed over the roof deck that serve as thermal barriers, provide a smooth substrate, or serve as a component of a fire-resistance-rated roofing system.
- C. Roof Tear-Off:

- a. Tear off includes removal of the
 - 1) Gravel surfacing
 - 2) Existing coal tar built up roof membrane or PVC Single Ply membrane (Section #6 only)
 - 3) Perimeter sheet metal components and flashing components
 - 4) Existing curbs / skylights / mechanical units as indicated on drawings.
 - 5) Removal of 8' x 8' areas of insulation around all existing drain locations and proposed drain locations.

- D. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and reinstalled.

- E. Existing to Remain: Existing layers of insulation (1.5" Polyisocyanurate + ½" Wood fiberboard). Existing items of construction that are not indicated to be removed.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Installer of new membrane roofing system and approved by warrantor of existing roofing system to work on existing roofing.

- B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning membrane roofing removal. Comply with hauling and disposal regulations of authorities having jurisdiction.

- C. Preliminary Re-roofing Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to roofing system including, but not limited to, the following:
 - 1. Meet with Owner; roofing system manufacturer's representative; roofing Installer including project manager, superintendent, and foreman; and installers whose work interfaces with or affects re-roofing including installers of roof accessories and roof-mounted equipment.
 - 2. Review methods and procedures related to re-roofing preparation, including membrane roofing system manufacturer's written instructions.
 - 3. Review temporary protection requirements for existing roofing system that is to remain, during and after installation.
 - 4. Review roof drainage during each stage of re-roofing and review roof drain plugging and plug removal procedures.
 - 5. Review and finalize construction schedule, and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - 6. Review existing deck removal procedures and Owner notifications.
 - 7. Review procedures to determine condition and acceptance of existing deck
 - 8. Review structural loading limitations of deck during re-roofing.
 - 9. Review base flashings, special roofing details, drainage, penetrations, equipment curbs, and condition of other construction that will affect re-roofing.
 - 10. Review HVAC shutdown and sealing of air intakes.
 - 11. Review shutdown of fire-suppression, -protection, and -alarm and -detection systems.
 - 12. Review procedures for asbestos removal or unexpected discovery of asbestos-containing materials.
 - 13. Review governing regulations and requirements for insurance and certificates if applicable.

1.6 PROJECT CONDITIONS

- A. Owner will occupy most portions of building immediately below re-roofing area. Conduct re-roofing so Owner's operations will not be disrupted. Provide Owner with not less than 48 hours' notice of activities that may affect Owner's operations.
 - 1. Coordinate work activities daily with Owner so Owner can place protective dust or water leakage covers over sensitive equipment or furnishings, shut down HVAC and fire-alarm or -detection equipment if needed, and evacuate occupants from below the work area if desired. This is especially important for areas where skylights or curbs are being removed.
 - 2. Before working over structurally impaired areas of deck, notify Owner to evacuate occupants from below the affected area. Verify that occupants below the work area have been evacuated prior to proceeding with work over the impaired deck area.
- B. Protect building to be re-roofed, exposed mechanical units, pavement, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from re-roofing operations.
- C. Construction Drawings and Project Manual for existing roofing system are provided for Contractor's reference. Contractor is responsible for conclusions derived from existing documents.
- D. Weather Limitations: Proceed with re-roofing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering into existing roofing system or building. Any damage occurring due to moisture infiltration into existing roof system components, new roof system components or interior building systems requiring replacement or repair will be done so at the sole expense of the contractor.
- E. Hazardous Materials: It is NOT expected that hazardous materials such as asbestos-containing materials will be encountered in the Work. Please notify the proper authorities prior to the start of work as required by law.

PART 2 - PRODUCTS

2.1 TEMPORARY ROOFING MATERIALS

- A. Selection of materials and design of temporary roofing is responsibility of Contractor.
- B. SBS-modified, polyester reinforced, asphalt-coated, glass-fiber base sheet.
 - 1 Base Sheet: Trilaminate reinforced ply sheet, complying with ASTM D 4601-91; ASTM 228-90A and ASTM 146-90 with the following properties:
 - a. Thickness: 1.2 mm
 - b. Breaking strength: 220 lbf/in(38.5 kN/M) MD. 235 lbf/in (41.1 kN/m) XMD.
 - c. Elongation: 6.5% MD/XMD.
 - d. Tear Strength: 345 lbf (1534 N) MD. 330 lbf (1467 N) XMD minimum.
 - e. Mass of desaturated polyester/glass/polyester mat, min.: 3.5 lb/100ft (172 g/m²).
 - f. Asphalt: 10.0 lb/100 ft (485g/m²) minimum
- C. Asphalt Primer: ASTM D 41.
- D. Roofing Asphalt: ASTM D 312, Type III

PART 3 - EXECUTION

3.1 PREPARATION

- A. Coordinate with Owner to shut down air intake equipment in the vicinity of the Work. Cover air intake louvers before proceeding with re-roofing work that could affect indoor air quality or activate smoke detectors in the ductwork.
- B. During removal operations, have sufficient and suitable materials on-site to facilitate rapid installation of temporary protection in the event of unexpected rain.
- C. Maintain roof drains in functioning condition to ensure roof drainage at end of each workday. Prevent debris from entering or blocking roof drains and conductors. Use roof-drain plugs specifically designed for this purpose. Remove roof-drain plugs at end of each workday, when no work is taking place, or when rain is forecast.
 - 1. If roof drains will be temporarily blocked or unserviceable due to roofing system removal or partial installation of new membrane roofing system, provide alternative drainage method to remove water and eliminate ponding. Do not permit water to enter into or under existing membrane roofing system components that are to remain.
- D. Verify that rooftop utilities and service piping have been shut off before commencing Work.

3.2 ROOF TEAR-OFF

- A. General: Notify Owner / Project Coordinator each day of extent of roof tear-off proposed.
- B. Roof Tear-Off: Remove existing roofing membrane and other roofing system components to the structural deck or substrate as indicated.
 - 1. Remove roof membrane as specified.
 - 2. Remove existing perimeter flashings and sheet metal components as specified.
 - 3. Remove existing curbs / projections designated for removal.

3.3 SUBSTRATE PREPARATION

- A. Inspect existing concrete deck after tear-off of existing roofing system, and report any deflections or deficiencies to the Owner.

3.4 EXISTING BASE FLASHINGS

- A. Remove existing base flashings around parapets, curbs, walls, and penetrations.
- B. Inspect masonry walls for deterioration and damage. If parapet or masonry walls have deteriorated, immediately notify Owner.
- C. Inspect existing wood blocking and replace any damaged or deteriorated wood blocking per Division 6.
- D. Add wood blocking to perimeter and curbs if required to accommodate height of insulation and provide minimum flashing heights required.

3.5 DISPOSAL

- A. Collect and place demolished materials in containers. Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
 - 1. Storage of demolished items or materials on-site will not be permitted unless approved by the Owner.
- B. Transport demolished materials off Owner's property and legally dispose of them.

END OF SECTION 070150

SECTION 075113 - BUILT-UP ASPHALT ROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following summary of work to be performed:
 1. Remove and disposal of the existing roof surfacing, membrane and flashing components.
 2. Remove and disposal of existing skylights, designated units / curbs and other projections as required. Installation of required in-fill decking and insulation.
 3. Installation of a new layer of polyisocyanurate insulation with tapered drain sumps and gypsum coverboard.
 4. Installation of a new built up roof system consisting of new polyester reinforced trilaminate base ply and three plies of Type VI felts adhered with rubberized / modified asphalt.
 5. Install specified flashings adhered with rubberized / modified asphalt and mastics.
 6. Application of protective flood coat of Type III asphalt and new gravel
 7. Application of aluminum coating to all flashings and projections
 8. Installation of required metal trims, fascia's and expansion joint covers per specifications.
- B. Related Sections include the following:
 1. Division 6 Section "Miscellaneous Carpentry" for wood nailers, cants, curbs, and blocking.
 2. Division 7 Section "Sheet Metal Flashing and Trim" for metal roof penetration flashings, flashings, and counter-flashings.
 3. Division 7 Section "Preparation for Roof Removal" for roof replacement applications on existing buildings where designated.
- C. Unit Prices: Refer to Division 1 Section "Unit Prices" for description of Work in this Section affected by unit prices.

1.3 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to roofing work in this Section.
- B. Hot Roofing Asphalt: Roofing asphalt heated to its equiviscous temperature, the temperature at which its viscosity is 125 centipoise for mopping application and 75 centipoise for mechanical application, within a range of plus or minus 25 deg F (14 deg C), measured at the mop cart or mechanical spreader immediately before application.

1.4 PERFORMANCE REQUIREMENTS

- A. General: Provide installed roofing membrane and base flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.
- B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing manufacturer based on testing and field experience.
- C. FMG Listing: Provide roofing membrane, base flashings, and component materials that comply with requirements in FMG 4450 and FMG 4470 as part of a roofing system and that are listed in FMG's "Approval Guide" for Class 1 or noncombustible construction, as applicable. Identify materials with FMG markings.
 - 1. Fire/Windstorm Classification: Class 1A- 90.

1.5 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Performance Roof System Data: ASTM 2523 Test Results for roof system performance.
- C. Shop Drawings: For roofing system. Include plans, elevations, sections, details, and attachments to other Work.
 - 1. Base flashings, cants, and membrane terminations.
- D. Samples for Verification: For the following products:
 - 1. 12-by-8-inch (300-by-300-mm) square of base, sheet ply sheet.
 - 2. 12-by-8-inch (300-by-300-mm) square of flashing sheet.
 - 3. Pull sample of asphalt material specified.
- E. Installer Certificates: Signed by roofing system manufacturer certifying that Installer is approved, authorized, or licensed by manufacturer to install roofing system.
- F. Manufacturer Certificates: Signed by roofing manufacturer certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
 - 1. Submit evidence of meeting performance requirements.
- G. Qualification Data: For Installer and manufacturer.
- H. Product Test Reports: Based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency, for components of roofing system.
 - 1. Indicate that bulk roofing asphalt materials delivered to Project comply with requirements. Include quantity and statistical and descriptive data for each product. Submit certificate with each load before it is used.
 - 2. Include continuous log showing time and temperature for each load of bulk asphalt, indicating date obtained from manufacturer, where held, and how transported before final heating and application on roof.

- I. Research/Evaluation Reports: For components of roofing system.
- J. Maintenance Data: For roofing system to include in maintenance manuals.
- K. Warranties: Special warranties specified in this Section.
- L. Inspection Report: Copy of roofing system manufacturer's inspection report of completed roofing installation.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's warranty.
- B. Technical Inspector Qualifications: As part of the project warranty, the Roofing Contractor will engage a qualified manufacturer's technical representative for a minimum of 1 full, 8 hour work day per 5,000 square feet to perform roof specification review, inspections of the work in progress and to provide reports to the Owner. The Technical Inspector shall have a minimum of 10 years experience with the particular roof system installation and provide a non-sales function for the primary manufacturer.
- C. If the manufacturer doesn't employ a qualified technical inspector, an engineering firm may be enlisted by the primary manufacturer at their expense to provide technical installation inspections for equal assistance / inspection time at the approval of the Owner.
- D. Manufacturer Qualifications: Proof of ISO 9001 quality certification for roof manufacturer providing warranty for the roof system and components for a minimum of 10 years.
- E. Manufacturer Qualifications: A qualified manufacturer that has UL listing for roofing system identical to that used for this Project.
- F. Manufacturer / Contractor Qualifications: A qualified manufacturer or installation contractor that can provide a minimum of 5 project references in the last 10 years employing the exact or a comparable type of roofing system installed within 30 miles of the job site that can be inspected if requested.
- G. Testing Agency Qualifications: An independent testing agency with the experience and capability to conduct the testing indicated, as documented according to ASTM E 548.
- H. Source Limitations: Obtain components for roofing system from or approved by primary roofing system manufacturer providing the roof warranty.
- I. Fire-Test-Response Characteristics: Provide roofing materials with the fire-test-response characteristics indicated as determined by testing identical products per test method below by UL, FMG, or another testing and inspecting agency acceptable to authorities having jurisdiction. Materials shall be identified with appropriate markings of applicable testing and inspecting agency.
 - 1. Exterior Fire-Test Exposure: Class A; ASTM E 108, for application and roof slopes indicated.
 - 2. Fire-Resistance Ratings: ASTM E 119, for fire-resistance-rated roof assemblies of which roofing system is a part.

- J. Preinstallation Conference: Conduct conference at Project site. Comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to roofing system including, but not limited to, the following:
1. Meet with Owner, roofing Installer, roofing system manufacturer's representative, and installers whose work interfaces with or affects roofing including installers of roof accessories and roof-mounted equipment.
 2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
 3. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 4. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
 5. Review structural loading limitations of roof deck during and after roofing.
 6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
 7. Review governing regulations and requirements for insurance and certificates if applicable.
 8. Review temporary protection requirements for roofing system during and after installation.
 9. Review roof observation and repair procedures after roofing installation.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, and directions for storage.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Handle and store roofing materials and place equipment in a manner to avoid permanent deflection of deck.

1.8 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

1.9 WARRANTY

- A. Special Warranty: Manufacturer's standard form, in which manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period. Failure includes roof leaks.
 - 1. Special warranty includes roofing membrane, base flashings, roofing membrane accessories, roof insulation, fasteners, cover boards and other components of roofing system.
 - 2. Warranty Period: **20 years** from date of Substantial Completion.
 - 3. Peak Wind Coverage: Up to 74 miles per hour

- B. Special Project Warranty: Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering Work of this Section, including all components of roofing system such as roofing membrane, base flashing, roof insulation, fasteners, cover boards, substrate boards, vapor retarders, roof pavers, and walkway products, for the following warranty period:
 - 1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following: The primary roof system "Basis of Design" specification is based upon TREMCO, Inc. materials and roof systems.

- C. The intent of the specification package is to establish minimum acceptable quality and performance standards for the finished roof replacement project. Subject to compliance with all requirements, any primary manufacturer meeting or exceeding the specification design standard is encouraged to pursue the project.

- D. In other Part 2 articles where titles below introduce lists, the following requirements apply for product selection:
 - 1. Products: Subject to compliance with requirements, provide one of the products specified.

2.2 FINISHED ROOF MEMBRANE PERFORMANCE REQUIREMENTS

- A. BUILT UP ROOF SYSTEM (Base + Three (3) ply BUR Membrane)

<u>Property</u>	<u>Typical Value</u>	<u>Test Method</u>
Tensile Strength: @ 0 deg F	484 lbf/in MD	ASTM D 2523
	428 lbf/in XMD	ASTM D 2523

2.3 BASE-SHEET MATERIALS

- 1 Base Sheet: Trilaminare reinforced ply sheet, complying with ASTM D 4601-91; ASTM 228-90A and ASTM 146-90 with the following properties:
 - a. Thickness: 1.5 mm
 - b. Breaking strength: 220 lbf/in(38.5 kN/M) MD. 235 lbf/in (41.1 kN/m) XMD.
 - c. Elongation: 6.5% MD/XMD.
 - d. Tear Strength: 345 lbf (1534 N) MD. 380 lbf (1467 N) XMD minimum.
 - e. Mass of desaturated polyester/glass/polyester mat, min.: 3.5 lb/100ft (172 g/m²).
 - f. Asphalt Content: 12.0 lb/100 ft (485g/m²) minimum

2.4 ROOFING MEMBRANE PLIES

- A. Ply Sheet: ASTM D 2178, Type VI, asphalt-impregnated, glass-fiber felt.

2.5 FLASHING MATERIALS

- A. Backer Sheet: 18" Polyester woven felt
- B. Flashing Sheet: Elastomeric sheeting blend of thermoset elastomers. Sheet must be reinforced with polyester woven scrim.
- C. Glass-Fiber Fabric: Woven glass cloth, treated with asphalt, complying with ASTM D 1668, Type I.
- D. Stripping Ply to Roof Membrane: 6" Polyester woven felt set in Rubberized Asphalt.
- E. Vertical Flashing Seam: 4" Woven fiberglass mesh and rubberized mastic as required by Manufacturer.

2.6 ASPHALT MATERIALS

- A. Asphalt Primer: ASTM D 41.
- B. Roofing Asphalt: ASTM D 312, Type III.
- C. Roofing Asphalt – Membrane, Flashing Application: SEBS rubberized asphalt.

2.7 AUXILIARY ROOFING MEMBRANE MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with built-up roofing.
- B. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required by roofing system manufacturer for application.
- C. Mastic Sealant: Polyisobutylene, plain or modified bitumen, nonhardening, nonmigrating, non-skinning, and nondrying.
- D. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FM 4470; designed for fastening roofing membrane components to

substrate; tested by manufacturer for required pullout strength; and acceptable to roofing system manufacturer.

- E. Metal Flashing Sheet: Metal flashing sheet is specified in Division 7 Section "Sheet Metal Flashing and Trim."
- F. Miscellaneous Accessories: Provide miscellaneous accessories recommended by roofing system manufacturer.

2.8 ROOF INSULATION

- A. General: Provide preformed roof insulation boards that comply with requirements and referenced standards, selected from manufacturer's standard sizes and of thicknesses indicated.
- B. Polyisocyanurate Board Insulation: ASTM C 1289, Type II, felt or glass-fiber mat facer on both major surfaces.
 - 1. Manufacturers: As recommended by Roof System Manufacturer / Warranty Provider.
 - 2. Board Size: 4' x 4' x Tapered Slope (1/8" per foot tapered slope where required)
 - a. Minimum flat stock thickness: 3.0" Thick
 - b. Drain Sumps: Variable Sizes. Up to 32' x 32' (1/4" per foot tapered slope)
 - c. Tapered Saddles (1/2" per foot tapered slope)
 - d. Tapered Wedge Boards (Variable – 6" to 12" wide)
- C. Cover Board: SecureRock Primed Gypsum Board
 - 1. Thickness: 1/4" (One Quarter Inch) – 4' x 4'

2.9 INSULATION ACCESSORIES

- A. General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatible with membrane roofing.
- B. Wood Nailer Strips: Comply with requirements in Division 6 Section "Miscellaneous Carpentry."

2.10 WALKWAYS

- A. Walkway Pads: Mineral-granule-surfaced, reinforced asphaltic composition, slip-resisting pads, manufactured as a traffic pad for foot traffic and acceptable to roofing system manufacturer, 1/2 inch (13 mm) thick, minimum.
 - 1. Pad Size: 3 feet x 4 feet

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with the following requirements and other conditions affecting performance of roofing system:

1. Verify that roof openings and penetrations are in place and set and braced and that roof drains are securely clamped in place.
2. Verify that existing or any required new wood fiber cants, blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
3. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.
- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.
- C. Remove and replace damaged / rusted steel decking if required. Decking with surface rust shall be primed / coated with epoxy, rust prohibitive paint.
- D. After removal of obsolete or designated curbs, mechanically anchor in place new Z Channel Supports and new steel decking and insulation infill to be flush with the existing layers of decking / insulation.

3.3 INSULATION INSTALLATION

- A. Coordinate installing roofing system components so insulation is not exposed to precipitation or left exposed at the end of the workday.
- B. Comply with roofing system manufacturer's written instructions for installing roof insulation.
- C. Insulation Cant Strips: Install and secure preformed 45-degree fiberboard cant strips at junctures of built-up roofing membrane system with vertical surfaces or angle changes greater than 45 degrees.
- D. Install insulation with long joints of insulation in a continuous straight line with end joints staggered between rows, abutting edges and ends between boards. Fill gaps exceeding 1/4 inch (6 mm) with insulation.
 1. Cut and fit insulation within 1/4 inch (6 mm) of nailers, projections, and penetrations.
- E. Trim surface of insulation where necessary at roof drains so completed surface is flush and does not restrict flow of water.
- F. Mechanically fasten all thermal insulation layers with specified fasteners / plates. Fasteners shall penetrate steel decking, 1" minimum / 2" maximum.
- G. Adhered cover boards: Adhere insulation to substrate as follows:
 1. Apply hot roofing asphalt to underside and immediately bond insulation boards to substrate and apply foot pressure (walk in the boards).

- H. Install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Stagger joints from joints in insulation below a minimum of 6 inches (150 mm) in each direction.
 - 1. Apply hot roofing asphalt to underside and immediately bond cover board to substrate and apply foot pressure (walk in the boards).

3.4 ROOFING MEMBRANE INSTALLATION, GENERAL

- A. Install built-up roofing membrane system according to roofing system manufacturer's written instructions and applicable recommendations of ARMA/NRCA's "Quality Control Guidelines for the Application of Built-up Roofing."
- B. Start installation of built-up roofing membrane in presence of roofing system manufacturer's technical personnel.
- C. Cooperate with testing and inspecting agencies engaged or required to perform services for installing built-up roofing system.
- D. Coordinate installing roofing system components so insulation and roofing membrane sheets are not exposed to precipitation or left exposed at the end of the workday or when rain is forecast.
 - 1. Provide tie-offs at end of each day's work to cover exposed roofing membrane sheets and insulation with a course of coated felt set in roofing cement or hot roofing asphalt with joints and edges sealed.
 - 2. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system.
 - 3. Remove and discard temporary seals before beginning work on adjoining roofing.
- E. Asphalt Heating: Heat roofing asphalt and apply within plus or minus 25 deg F (14 deg C) of equiviscous temperature unless otherwise required by roofing system manufacturer. Do not raise roofing asphalt temperature above equiviscous temperature range more than one hour before time of application. Do not exceed roofing asphalt manufacturer's recommended temperature limits during roofing asphalt heating. Do not heat roofing asphalt within 25 deg F (14 deg C) of flash point. Discard roofing asphalt maintained at a temperature exceeding finished blowing temperature for more than 4 hours.
- F. Asphalt Heating: Heat and apply roofing asphalt according to roofing system manufacturer's written instructions.
- G. Substrate-Joint Penetrations: Prevent roofing asphalt from penetrating substrate joints, entering building, or damaging roofing system components or adjacent building construction.

3.5 ROOFING MEMBRANE INSTALLATION

- A. Install one lapped course of waterproof, polyester reinforced base sheet, extending sheet over and terminating beyond cants. Attach base sheet as follows:
 - 1. Adhere to substrate in a solid mopping of Type III hot roofing asphalt.
- B. Install three ply sheets starting at low point of roofing system. Align ply sheets without stretching. Shingle side laps of ply sheets uniformly to achieve required number of plies throughout thickness of roofing membrane. Shingle in direction to shed water. Extend ply sheets over and terminate beyond cants.

1. Embed each ply sheet in a solid mopping of hot rubberized asphalt applied at rate required by roofing system manufacturer, to form a uniform membrane without ply sheets touching.
- C. Gravel Surfacing: Promptly after installing and testing roofing membrane, base flashing, and stripping, coat roof surface with Type III asphalt applied at a rate of approximately 50 – 60 lbs per 100 square feet. Immediately after application of flood coat of roof system broadcast new gravel at a rate of 500-550 lbs per 100 square feet. Broom the gravel to achieve uniform coverage and appearance.

3.6 FLASHING AND STRIPPING INSTALLATION

- A. Install elastomeric base flashing over cant strips and other sloping and vertical surfaces, at roof edges, and at penetrations through roof, and secure to substrates according to roofing system manufacturer's written instructions and as follows:
1. Prime substrates with asphalt primer if required by roofing system manufacturer.
 2. Backer Sheet Application: Install backer sheet and adhere to substrate in a solid mopping of hot rubberized asphalt.
 3. Flashing Sheet Application: Adhere flashing sheet to substrate in a solid mopping of hot rubberized asphalt applied at not less than 425 deg F (218 deg C). Apply hot rubberized asphalt to back of flashing sheet if recommended by roofing system manufacturer.
 4. Prime with asphalt primer prior to aluminum coating of flashing to ensure all release agents have been removed or primed just prior to aluminum coating application.
- B. Extend base flashing up walls or parapets a minimum of 8 inches (200 mm) above roofing membrane and 4 inches (100 mm) onto field of roofing membrane.
1. Mechanically fasten top of base flashing securely at terminations and perimeter of roofing.
- C. Install stripping, according to roofing system manufacturer's written instructions, where metal flanges and edgings are set on built-up roofing.
1. Flashing-Sheet Stripping: Install flashing-sheet stripping in a continuous coating of asphalt roofing cement or in a solid mopping of rubberized asphalt applied at not less than 425 deg F (218 deg C), reinforced with 6" polyester felt, and extend onto roofing membrane.
- D. Roof Drains: Set 30-by-30-inch (760-by-760-mm) metal flashing in bed of asphalt roofing cement on completed roofing membrane. Cover metal flashing with stripping and extend a minimum of 4 inches (100 mm) beyond edge of metal flashing onto field of roofing membrane. Clamp roofing membrane, metal flashing, and stripping into roof-drain clamping ring.
1. Install flashing-sheet stripping by same method as installing base flashing.
 2. Install 20" x 20" fabricated gravel guard with aluminum perforated gravel retainers with 4" flange.

3.7 COATING INSTALLATION

- A. Apply aluminum coatings to membrane and base flashings according to manufacturer's written instructions, by spray, roller, or other suitable application method.

3.8 WALKWAY INSTALLATION

- A. Walkway Pads: Install walkway pads using units of size indicated or, if not indicated, of manufacturer's standard size according to walkway pad manufacturer's written instructions.
 - 1. Pads are to be installed at the tops and bottoms of ladders, hatch locations, door locations and at the location of access panels for HVAC units.
 - 2. Sweep away loose aggregate surfacing and set walkway pads in 5 large clumps of asphalt mastic in the corners / center of the underside of each pad a set in place over the gravel surfacing.

3.9 FIELD QUALITY CONTROL

- A. Testing Agency: Owner reserves the right to engage a qualified independent testing and inspecting agency to perform roof tests and inspections and to prepare test reports.
- B. Test Cuts: Before flood coating and surfacing built-up roofing membrane, the Owner reserves the right to test specimens will be removed to evaluate problems observed during quality-assurance inspections of roofing membrane as follows:
 - 1. Approximate quantities of components within roofing membrane will be determined according to ASTM D 3617.
 - 2. Test specimens will be examined for interply voids according to ASTM D 3617 and to comply with criteria established in Appendix 3 of ARMA/NRCA's "Quality Control Guidelines for the Application of Built-up Roofing."
- C. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion and submit report to Owner.
 - 1. Notify Owner 48 hours in advance of date and time of inspection.
- D. Repair or remove and replace components of roofing system where test results or inspections indicate that they do not comply with specified requirements.
- E. Additional testing and inspecting, including infrared analysis, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.10 PROTECTING AND CLEANING

- A. Protect roofing system from damage and wear during remainder of construction period. When remaining construction will not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to the Owner.
- B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.

- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.
- D. Clean all fixed ladders, adjacent roof areas and existing or new sheet metal free of asphalt materials or stains.

END OF SECTION 075113

SECTION 076200 - SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following sheet metal flashing and trim:
 - 1. Installation of new formed counterflashings, parapet caps, and metal edges.
 - 2. Formed low-slope roof flashing and trim.
 - 3. Formed wall flashing and trim.
 - 4. Formed equipment support flashing.
- B. Related Sections include the following:
 - 1. Division 6 Section "Rough Carpentry Miscellaneous Carpentry" for wood nailers, curbs, and blocking.
 - 2. Division 7 Section "Built Up Asphalt Roofing " for installing sheet metal flashing and trim integral with roofing membrane.

1.3 PERFORMANCE REQUIREMENTS

- A. General: Install sheet metal flashing and trim to withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failing, rattling, leaking, and fastener disengagement.
- B. Fabricate and install roof edge flashing capable of resisting the following forces according to recommendations in FMG Loss Prevention Data Sheet 1-49:
 - 1. Wind Zone 1: For velocity pressures of 21 to 30 lbf/sq. ft. (1.00 to 1.44 kPa): 60-lbf/sq. ft. (2.87-kPa) perimeter uplift force, 90-lbf/sq. ft. (4.31-kPa) corner uplift force, and 30-lbf/sq. ft. (1.44-kPa) outward force.
- C. Water Infiltration: Provide sheet metal flashing and trim that do not allow water infiltration to building interior.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated, include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Samples for Initial Selection: For each type of sheet metal flashing and trim indicated with factory-applied color finishes.
 - 1. Include similar Samples of trim and accessories involving color selection.

1.5 QUALITY ASSURANCE

- A. Sheet Metal Flashing and Trim Standard: Comply with SMACNA's "Architectural Sheet Metal Manual." Conform to dimensions and profiles shown unless more stringent requirements are indicated.
- B. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination."
 - 1. Meet with Owner, Roofing Warranty Manufacturer, Owner's insurer if applicable, Installer, and installers whose work interfaces with or affects sheet metal flashing and trim including installers of roofing materials, roof accessories, unit skylights, and roof-mounted equipment.
 - 2. Review methods and procedures related to sheet metal flashing and trim.
 - 3. Examine substrate conditions for compliance with requirements, including flatness and attachment to structural members.
 - 4. Document proceedings, including corrective measures and actions required, and furnish copy of record to each participant.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver sheet metal flashing materials and fabrications undamaged. Protect sheet metal flashing and trim materials and fabrications during transportation and handling.
- B. Unload, store, and install sheet metal flashing materials and fabrications in a manner to prevent bending, warping, twisting, and surface damage.
- C. Stack materials on platforms or pallets, covered with suitable weather tight and ventilated covering. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage.

1.7 COORDINATION

- A. Coordinate installation of sheet metal flashing and trim with interfacing and adjoining construction to provide a leak-proof, secure, and non-corrosive installation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
 - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products specified.
 - 2. Products: Subject to compliance with requirements, provide one of the products specified.
 - 3. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, manufacturers specified.

4. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.

2.2 SHEET METALS

- A. Prepainted, Metallic-Coated Steel Sheet: Steel sheet metallic coated by the hot-dip process and prepainted by the coil-coating process to comply with ASTM A 755/A 755M.
 1. Zinc-Coated (Galvanized) Steel Sheet: ASTM A 653/A 653M, G90 (Z275) coating designation; structural quality.
 - 1) Color: As selected by Owner from manufacturer's full range.

2.3 UNDERLAYMENT MATERIALS

- A. Self-Adhered Air Barrier: Exoaire 110AT by Tremco

2.4 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads.
 1. Exposed Fasteners: Heads matching color of sheet metal by means of plastic caps or factory-applied coating.
 2. Fasteners for Flashing and Trim: Blind fasteners or self-drilling screws, gasketed, with hex washer head.
- C. Sealing Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealing tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape.
- D. Elastomeric Sealant: ASTM C 920, elastomeric polyurethane polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- E. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant, polyisobutylene plasticized, heavy bodied for hooked-type expansion joints with limited movement.
- F. Bituminous Coating: Cold-applied asphalt mastic, SSPC-Paint 12, compounded for 15-mil (0.4-mm) dry film thickness per coat. Provide inert-type non-corrosive compound free of asbestos fibers, sulfur components, and other deleterious impurities.
- G. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required for application.

2.5 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated. Shop fabricate items where practicable. Obtain field measurements for accurate fit before shop fabrication.
- B. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
- C. Fabricate sheet metal flashing and trim without excessive oil canning, buckling, and tool marks and true to line and levels indicated, with exposed edges folded back to form hems.
 - 1. Seams for Other Than Aluminum: Fabricate nonmoving seams in accessories with flat-lock seams. Tin edges to be seamed, form seams, and solder.
- D. Sealed Joints: Form nonexpansion but movable joints in metal to accommodate elastomeric sealant to comply with SMACNA recommendations.
- E. Expansion Provisions: Where lapped or bayonet-type expansion provisions in the Work cannot be used, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with elastomeric sealant concealed within joints.
- F. Conceal fasteners and expansion provisions where possible on exposed-to-view sheet metal flashing and trim, unless otherwise indicated.
- G. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
 - 1. Thickness: As recommended by SMACNA's "Architectural Sheet Metal Manual" for application but not less than thickness of metal being secured.

2.6 LOW-SLOPE ROOF SHEET METAL FABRICATIONS

- A. Fascia Caps / Expansion Joint Covers: Fabricate in minimum 96-inch- (2400-mm-) long, but not exceeding 10-foot- (3-m-) long, sections. Furnish with 6-inch- (150-mm-) wide joint cover plates with hemmed edges.
 - 1. Joint Style: Butt, with 6-inch- (150-mm-) wide exposed cover plates.
 - 2. Kynar Finished Galvanized Steel: 24 Gauge thick.
 - 3. Continuous Cleat Metal: 22 gauge thick galvanized steel.
- B. Counterflashing: Fabricate from the following material:
 - 1. Kynar Finished Galvanized Steel: 24 Gauge thick.
- C. Metal Gutters and Accessories: Fabricate from the following material:
 - 1. Kynar Finished Galvanized Steel: 24 Gauge thick.
- D. Roof-Penetration Flashing: Fabricate from the following material:
 - 1. Kynar Finished Galvanized Steel: 24 gauge thick.

E. Roof-Drain Flashing: Fabricate from the following material

1. Lead: **4.0 lb/sq. ft.** hard tempered.

F. Roof-Drain Gravel Guard: Fabricate from the following material:

1. Mill finished Aluminum: 040 Thickness

2.7 MISCELLANEOUS SHEET METAL FABRICATIONS

A. Equipment Support Flashing: Fabricate from the following material:

1. Galvanized Steel: 24 gauge thick.

2.8 FINISHES

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

B. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions and other conditions affecting performance of work.

1. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.

2. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.

1. Torch cutting of sheet metal flashing and trim is not permitted.

B. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating or by other permanent separation as recommended by fabricator or manufacturers of dissimilar metals.

1. Coat side of uncoated aluminum and lead sheet metal flashing and trim with bituminous coating / primer where flashing and trim will contact wood, ferrous metal, or cementitious construction.
 2. Underlayment: Where installing metal flashing directly on cementitious or wood substrates, install a course of felt underlayment and cover with a slip sheet or install a course of polyethylene underlayment.
 3. Bed flanges in thick coat of asphalt roofing cement where required for waterproof performance.
- C. Install exposed sheet metal flashing and trim without excessive oil canning, buckling, and tool marks.
- D. Install sheet metal flashing and trim true to line and levels indicated. Provide uniform, neat seams with minimum exposure of solder, welds, and elastomeric sealant.
- E. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
1. Space cleats not more than 12 inches (300 mm) apart. Anchor each cleat with two fasteners. Bend tabs over fasteners.
- F. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet (3 m) with no joints allowed within 24 inches (600 mm) of corner or intersection. Where lapped or bayonet-type expansion provisions cannot be used or would not be sufficiently watertight, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with elastomeric sealant concealed within joints.
- G. Fasteners: Use fasteners of sizes that will penetrate substrate not less than 1-1/4 inches (32 mm) for nails and not less than 3/4 inch (19 mm) for wood screws.
1. Galvanized or Prepainted, Metallic-Coated Steel: Use stainless-steel fasteners.
 2. Fastened 24" apart and on every lap
- H. Seal joints with elastomeric sealant as required for watertight construction.
1. Where sealant-filled joints are used, embed hooked flanges of joint members not less than 1 inch (25 mm) into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is moderate, between 40 and 70 deg F (4 and 21 deg C), set joint members for 50 percent movement either way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 deg F (4 deg C).
 2. Prepare joints and apply sealants to comply with requirements in Division 7 Section "Joint Sealants."
- I. Expansion-Joint Covers: Install expansion-joint covers at locations and of configuration indicated. Lap joints a minimum of 4 inches (100 mm) in direction of water flow.

3.3 ROOF FLASHING INSTALLATION

- A. General: Install sheet metal roof flashing and trim to comply with performance requirements and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where

possible, set units true to line, and level as indicated. Install work with laps, joints, and seams that will be permanently watertight.

- B. Roof Edge Flashing: Anchor to resist uplift and outward forces according to recommendations in FMG Loss Prevention Data Sheet 1-49 for specified wind zone and as indicated.
 - 1. Interlock bottom edge of roof edge flashing with continuous cleats anchored to substrate at 16-inch (400-mm) centers.
- C. Pipe or Post Counterflashing: Install counterflashing umbrella with close-fitting collar with top edge flared for elastomeric sealant, extending a minimum of 4 inches (100 mm) over base flashing. Install stainless-steel draw band and tighten.
- D. Counterflashing: Coordinate installation of counterflashing with installation of base flashing. Insert counterflashing in reglets or receivers and fit tightly to base flashing. Extend counterflashing 4 inches (100 mm) over base flashing. Lap counterflashing joints a minimum of 4 inches (100 mm) and bed with elastomeric sealant.
 - 1. Secure in a waterproof manner by means of snap-in installation and sealant or lead wedges and sealant.
- E. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Install flashing as follows:
 - 1. Turn lead flashing down inside vent piping, being careful not to block vent piping with flashing.
 - 2. Seal with elastomeric sealant and clamp flashing to pipes penetrating roof except for lead flashing on vent piping.

3.4 WALL FLASHING INSTALLATION

- A. General: Install sheet metal wall flashing to intercept and exclude penetrating moisture according to SMACNA recommendations and as indicated. Coordinate installation of wall flashing with installation of wall-opening components such as windows, doors, and louvers.

3.5 MISCELLANEOUS FLASHING INSTALLATION

- A. Equipment Support Flashing: Coordinate installation of equipment support flashing with installation of roofing and equipment. Weld or seal flashing with elastomeric sealant to equipment support member.

3.6 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder and sealants.
- C. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed. On completion of installation, clean finished surfaces, including removing unused

fasteners, metal filings, pop rivet stems, and pieces of flashing. Maintain in a clean condition during construction.

- D. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 076200

CITY OF SHEBOYGAN – MUNICIPAL SERVICE BUILDING
Summer, 2024 Nuclear Moisture Survey



Roof #2 - Overview Photo. There are large areas of ponding water from lack of proper drainage.



Overview Photo. Ponding water areas – right around a drain which sits high.



Overview Photo



Overview Photo.

CITY OF SHEBOYGAN – MUNICIPAL SERVICE BUILDING
Summer, 2024 Nuclear Moisture Survey



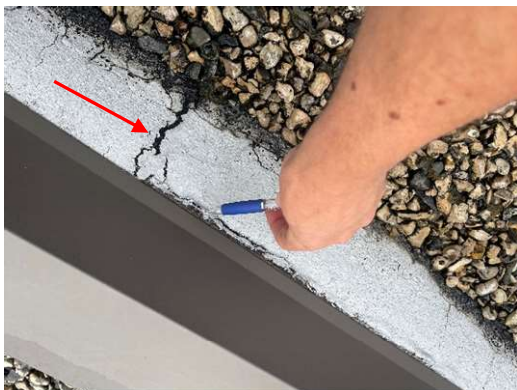
Roof #2 - Overview Photo. Large membrane blister in the center of a large pond of water.



Overview Photo. The roof is in overall poor condition. The roof is over 30 years old.



Overview Photo. There is a large pond of water just before the internal drain. With more insulation added to the entire roof, we can create large drain sumps that will better drain the entire roof system.



Overview Photo. Large crack in the base flashing. Water entry point.

CITY OF SHEBOYGAN – MUNICIPAL SERVICE BUILDING
Summer, 2024 Nuclear Moisture Survey



Roof #3 - Overview Photo. Small ponding water area just before a drain area.



Overview Photo. Ponding water areas – right around a drain which sits high.



Overview Photo



Overview Photo.

CITY OF SHEBOYGAN – MUNICIPAL SERVICE BUILDING
Summer, 2024 Nuclear Moisture Survey



Roof #3 - Overview Photo. All the skylights and old vent units mounted on skylight curbs will be removed and infilled with decking / insulation.



Overview Photo. Curb flashing on vent unit.

CITY OF SHEBOYGAN – MUNICIPAL SERVICE BUILDING
Summer, 2024 Nuclear Moisture Survey



Roof #4 - Overview Photo. Small ponding water area near the edge of the roof.



Overview Photo.



Overview Photo



Overview Photo.

CITY OF SHEBOYGAN – MUNICIPAL SERVICE BUILDING
Summer, 2024 Nuclear Moisture Survey



Roof #4 - Overview Photo.

Overview Photo.

Overview Photo

Overview Photo. Large blister on the roof membrane. All the older roofs are plagued with roof membrane blisters.

CITY OF SHEBOYGAN – MUNICIPAL SERVICE BUILDING
Summer, 2024 Nuclear Moisture Survey



Roof #4 - Overview Photo. Small ponding water area near the edge of the roof.



Overview Photo.



Overview Photo



CITY OF SHEBOYGAN – MUNICIPAL SERVICE BUILDING
Summer, 2024 Nuclear Moisture Survey



Roof #5 - Overview Photo. Small ponding water area near the roof edge.



Overview Photo.



Overview Photo



Overview Photo. Note the large amount of moss growing on the roof perimeter.

CITY OF SHEBOYGAN – MUNICIPAL SERVICE BUILDING
Summer, 2024 Nuclear Moisture Survey



Roof #5 - Overview Photo.

Overview Photo.

Overview Photo

Overview Photo.

CITY OF SHEBOYGAN – MUNICIPAL SERVICE BUILDING
Summer, 2024 Nuclear Moisture Survey



Roof #5 - Overview Photo. Several membrane blisters within a small area of ponding water.



Overview Photo. Ponding water areas – right around a drain which sits high.



Overview Photo. Wet Insulation Area #1 was located around these two curb vents.



Overview Photo. Wet Insulation Area #1.

CITY OF SHEBOYGAN – MUNICIPAL SERVICE BUILDING
Summer, 2024 Nuclear Moisture Survey



Roof #5 - Overview Photo. Small ponding water area just before a drain area.



Overview Photo. Ponding water areas – right around a drain which sits high. The roof is in overall poor condition.



Overview Photo. Large amounts of moss growing on the roof surface.



Overview Photo. Large amounts of moss growing on the roof.

CITY OF SHEBOYGAN – MUNICIPAL SERVICE BUILDING
Summer, 2024 Nuclear Moisture Survey



Roof #6 - Overview Photo.

Overview Photo.

Overview Photo

Overview Photo. Note the large amount of moss growing on the roof perimeter.

CITY OF SHEBOYGAN – MUNICIPAL SERVICE BUILDING
Summer, 2024 Nuclear Moisture Survey



Roof #6 - Overview Photo.

Overview Photo.

Overview Photo

Overview Photo. The large skylights have seam tape around them to seal them from leaks. It is recommended to replace them or remove them.

CITY OF SHEBOYGAN – MUNICIPAL SERVICE BUILDING
Summer, 2024 Nuclear Moisture Survey



Roof #6 - Overview Photo. Note the large pond of water at the roof edge.



Overview Photo. Ponding is very severe on this roof.



Overview Photo. The roof is a Duro-Last membrane. The material may be decent, but the design of the roof has been poor. There is ponding water on both sides. In some cases, the ponds of water are 2-3" deep.



Overview Photo. Overview.

CITY OF SHEBOYGAN – MUNICIPAL SERVICE BUILDING
 Summer, 2024 Nuclear Moisture Survey



Roof #6 - Overview Photo. Huge pond of water approximately 3" deep. With the algae growing on a slippery PVC membrane – this is a SEVERE HAZARD.



Overview Photo.



Overview Photo



Overview Photo.

CITY OF SHEBOYGAN – MUNICIPAL SERVICE BUILDING
Summer, 2024 Nuclear Moisture Survey



Core Sample - Overview Photo. The Coal Tar Pitch 4 ply roof membrane was cut neatly and pulled off the top layer of wood fiberboard insulation.



More material was cut and removed exposing the steel decking. The existing polyisocyanurate thermal insulation was 1.5” thick with the 1/2” wood fiberboard cover board adhered over it as a barrier between the polyisocyanurate and coal tar pitch membrane. R Value for this roof system is less than R-10. This is less than half of the required R value for this roof system per building codes.



Overview Photo. All core samples were repaired with waterproof asphalt mastic and reinforcement mesh.



Overview Photo. More core samples were taken into the membrane blisters which revealed a shiny appearance of the coal tar adhesive between the ply sheets and insulation. This usually means the coal tar adhesive was adhered in place far too cool and the adhesive cooled too much to adhere to the roofing felts creating a void which led to a membrane blister. There are literally hundreds of blisters all over the roof. It is suspected the roof was installed during winter months without proper equipment.



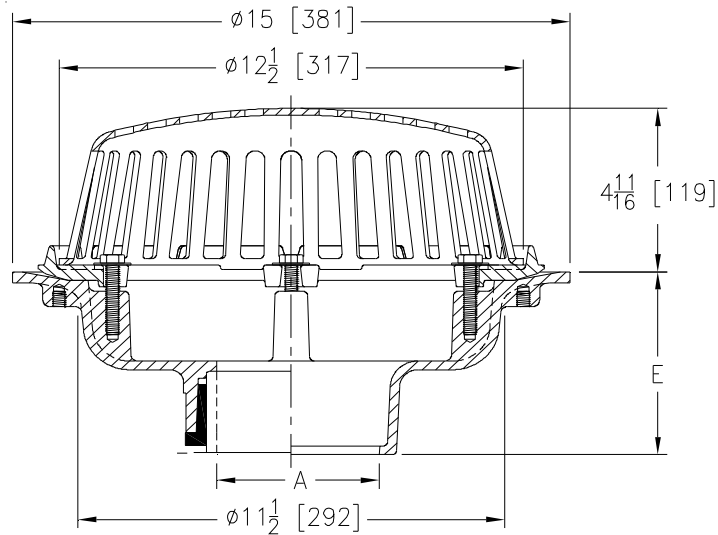
Z100

15 [381] DIAMETER MAIN ROOF DRAIN LOW SILHOUETTE DOME

SPECIFICATION SHEET

TAG _____

Dimensional Data (inches and [mm]) are Subject to Manufacturing Tolerances and Change Without Notice



A Pipe Size In.[mm]	Approx. Wt. Lbs. [kg]	Dome Open Area Sq. In. [cm ²]
2,3,4 [51,76,102]	26 [12]	103 [665]
5, 6 [127,152]	27 [12]	
8 [203]	28 [13]	

ENGINEERING SPECIFICATION: ZURN Z100
15" [381mm] Diameter roof drain. Dura-Coated cast iron body with combination membrane flashing clamp/gravel guard and low silhouette Poly-Dome.

OPTIONS (Check/specify appropriate options)

PIPE SIZE

- 3, 4, 5, 6 [76,102,127,152]
- 2, 3, 4, 6, 8 [51,76, 102, 152, 203]
- 2, 3, 4, 6, 8 [51,76, 102, 152, 203]
- 2, 3, 4 [51,76,102]
- 6 [152]

(Specify size/type) **OUTLET**

- _____ IC Inside Caulk
- _____ IP Threaded
- _____ NH No-Hub
- _____ NL Neo-Loc
- _____ NL Neo-Loc

E BODY HT. DIM.

- 5-1/4 [133]
- 3-3/4 [95]
- 5-1/4 [133]
- 4-9/16 [116]
- 5-7/16 [112]

PREFIXES

- _____ Z D.C.C.I. Body with Poly-Dome*
- _____ ZA D.C.C.I. Body with Aluminum Dome

- _____ ZC D.C.C.I. Body with Cast Iron Dome
- _____ ZRB D.C.C.I. Body with Plain Bronze Dome

SUFFIXES

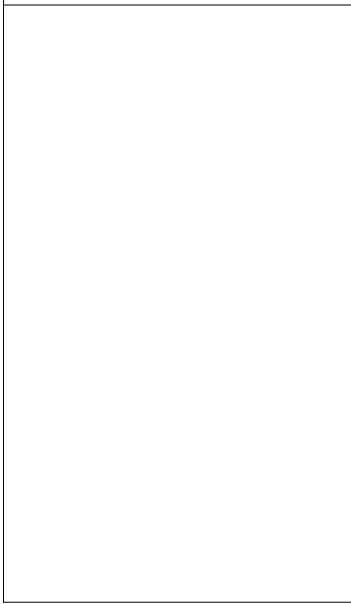
- _____ -AC Angular Underdeck Clamp
- _____ -AR Acid Resistant Epoxy Coated
- _____ -AW 3/4 [19] to 4 [102] Adj. Water Level Regulator (Specify Height) (ZC Only)
- _____ -C Underdeck Clamp
- _____ -DE Deck Extension
- _____ -DP Top-Set® Deck Plate (Replaces both the -C and -R)
- _____ -DR Top-Set® Drain Riser
- _____ -E Static Extension 1 [25] thru 4 [102] (Specify Ht.)
- _____ -EA Adjustable Extension Assembly 2-1/8 [54] thru 3-1/2 [89]
- _____ -EB Top-Set® Adjustable Extension Assembly
- _____ -FG Flush Grate
- _____ -G Galvanized Cast Iron
- _____ -HD 6-3/4[171] High Aluminum Dome Strainer (148 Sq. In. [955 cm²] Open Area) (ZA Only)

- _____ -R Roof Sump Receiver
- _____ -SC Secondary Clamp Collar
- _____ -SS Stainless Steel Mesh Screen Over Dome
- _____ -ST Dome with Solid Top (ZA & ZC Only)
- _____ -TC Neo-Loc Test Cap Gasket (2, 3, 4 [51, 76, 102] NL Bottom Outlet Only)
- _____ -VP Vandal-Proof Secured Top
- _____ -W2 2 [51] Internal Water Dam
- _____ -W3 3 [76] Internal Water Dam
- _____ -W4 4 [102] Internal Water Dam
- _____ -84 Stainless Steel Perforated Gravel Guard
- _____ -85 Stainless Steel Perforated Extension
- _____ -89 2 [51] High External Water Dam
- _____ -90 90° Threaded Side Outlet Body

* Regularly furnished unless otherwise specified.

REVISIONS	No.	DATE	BY

NOTES:



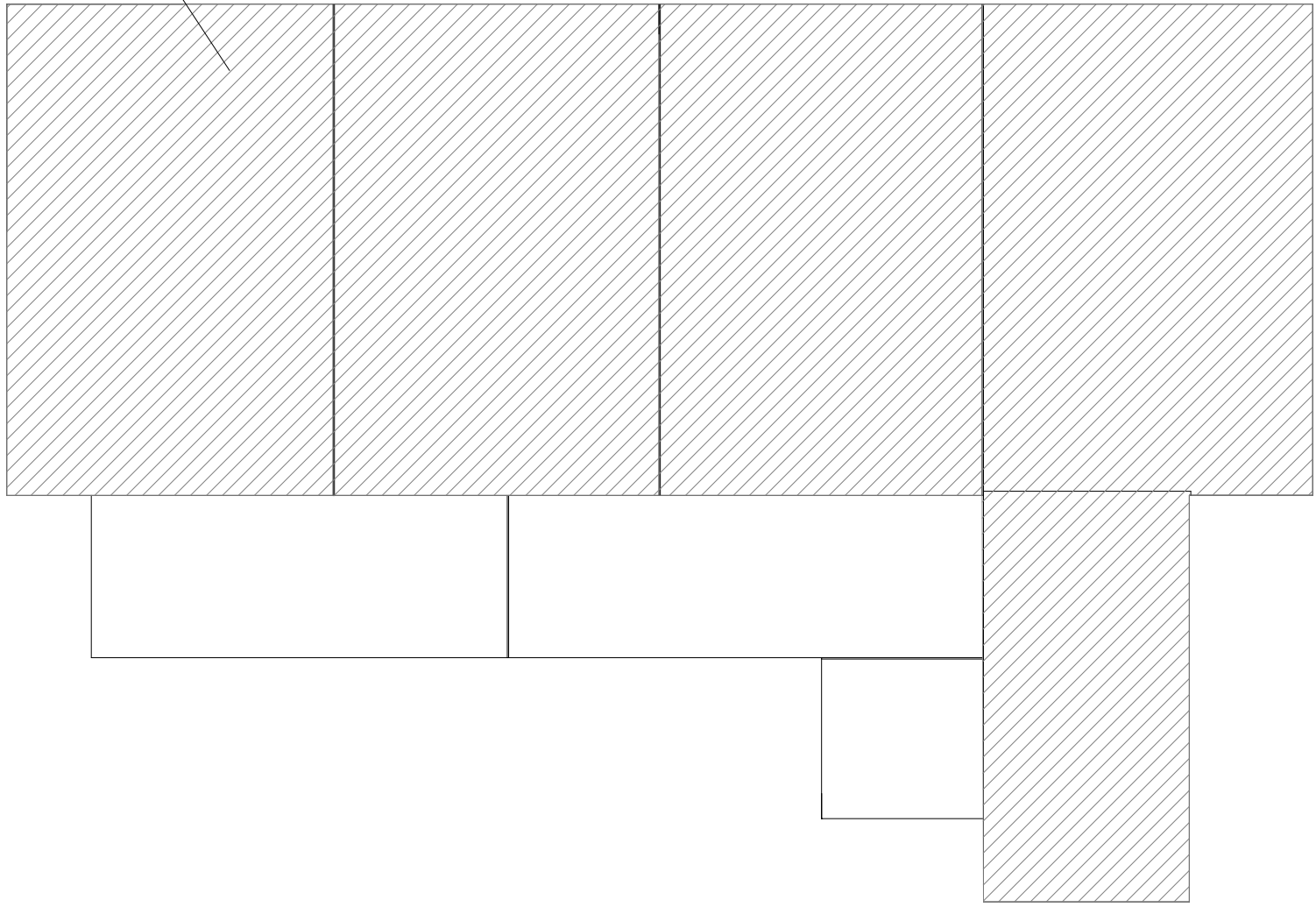
TREMCO
An FPM Company
PHONE: 920-450-5852

R1.0

CITY OF SHEBOYGAN MUNICIPAL SERVICE BUILDING 2025 ROOF REPLACEMENT PROJECT



AREA OF WORK




SHEET INDEX

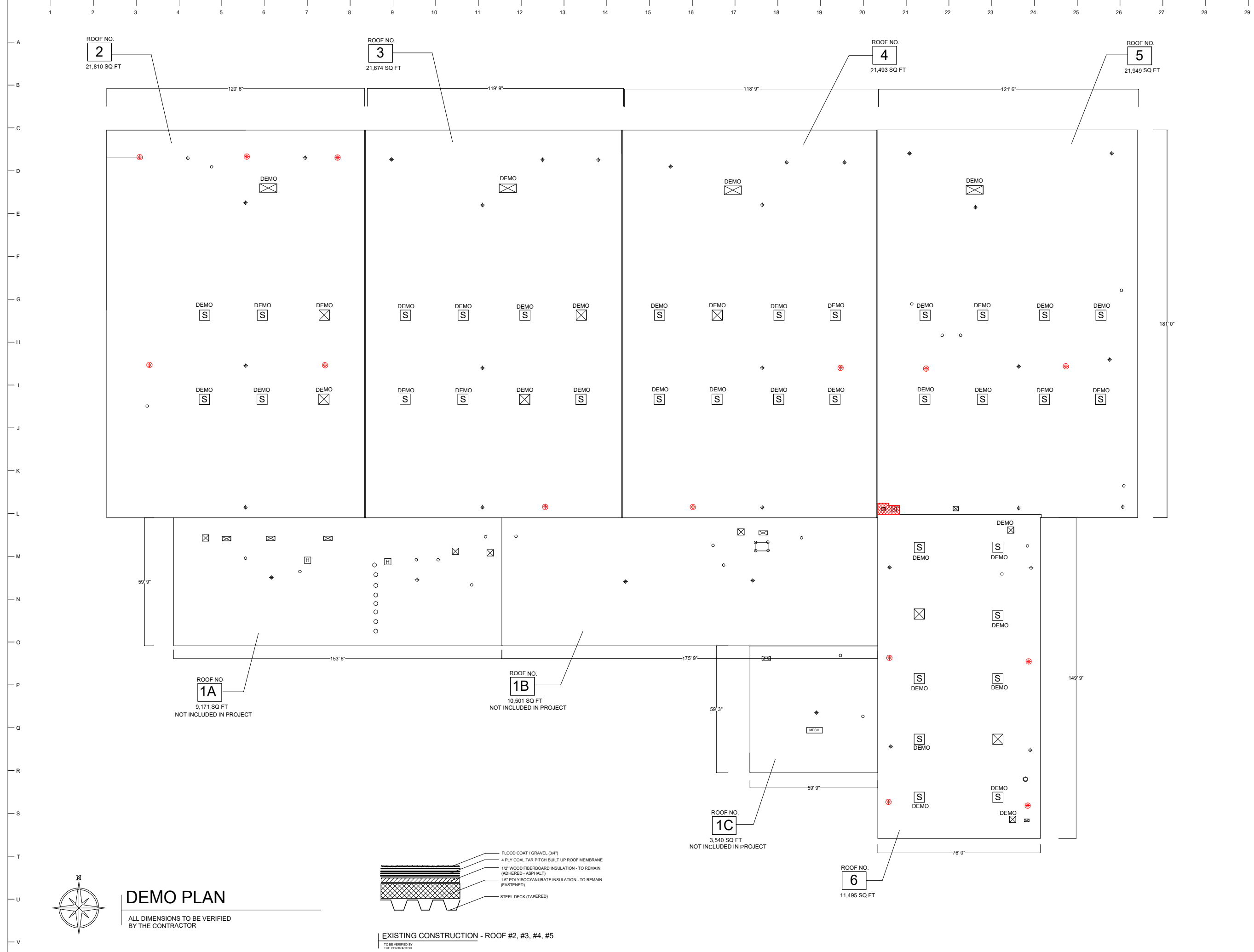
R1.0 COVER SHEET - MUNICIPAL SERVICE BUILDING OVERVIEW
R1.1 DEMO PLAN - ROOFS #2, #3, #4, #5 & #6
R1.2 ROOF PLAN - ROOFS #2, #3, #4, #5 & #6
R1.3 TAPERED PLAN - ROOFS #2, #3, #4, #5, & #6

R2.0 ROOF DETAILS - BUILT UP ROOF DETAILS
R2.1 ROOF DETAILS - BUILT UP ROOF DETAILS

NOVEMBER 15TH, 2024

- GENERAL ROOFING NOTES**
1. CONTRACTOR TO COORDINATE ALL DISCONNECTIONS & RECONNECTIONS OF ALL UTILITY LINES AND EQUIPMENT AS REQUIRED FOR NEW ROOFING WORK WITH OWNER.
 2. MECHANICAL CONTRACTORS TO PERFORM ALL MECHANICAL WORK AS REQUIRED. ROOFING CONTRACTOR TO COORDINATE WITH MECHANICAL CONTRACTOR AND PROJECT SPECIFIER.
 3. ROOFING CONTRACTOR TO REMOVE & REPLACE ALL DAMAGED VENT STACKS.
 4. ROOFING CONTRACTOR TO PROVIDE NEW ROOF CRICKETS ON THE HIGH SIDE OF ALL ROOF PROJECTION CURBS.
 5. ROOFING CONTRACTOR TO REMOVE & REPLACE ALL EXISTING DRAIN HARDWARE (NUTS, BOLTS, WASHERS)
 6. IF NEW METAL FASCIA LEG LENGTH IS REQUIRED TO BE GREATER THAN 8", THEN A (2) PIECE FASCIA SYSTEM W/ EQUAL LEGS SHALL BE PROVIDED.
 7. ROOFING CONTRACTOR SHALL PROVIDE NEW ALUMINUM GRAVEL GUARDS AROUND ALL DRAINS, IF GRAVEL OR BALLAST SURFACED IS SPECIFIED.
 8. ROOFING CONTRACTOR SHALL PROVIDE NEW ROOFING WALKWAY PADS AT ALL ACCESS DOORS AND AT ALL MECH. EQUIPMENT.
 9. ROOFING CONTRACTOR SHALL PROVIDE NEW ROOFING PADS UNDER ALL UTILITY PIPING SUPPORTS AS REQUIRED.
 10. ROOFING CONTRACTOR SHALL PROVIDE NEW SPLASH BLOCKS AT THE BASE OF ALL DOWNSPOUTS
 11. IF FLASHING IS BELOW 8", WOOD BLOCKING MUST BE ADDED TO THE MINIMUM 8" HEIGHT REQUIRED.
-  BASE BID - ROOFS #2, #3, #4, #5, & #6 - 98,421 SQ FT





REVISIONS	No.	DATE	BY

- NOTES:**
- | ROOF SECTION | SQ FT |
|---------------|---------------------|
| #2 | 21,810 |
| #3 | 21,674 |
| #4 | 21,493 |
| #5 | 21,949 |
| #6 | 11,495 |
| TOTAL: | 98,421 SQ FT |
- REMOVE ALL SKYLIGHTS AS SHOWN
 - INFILL WITH Z CHANNEL / NEW DECKING
 - REMOVE OBSOLETE EQUIPMENT / CURBS AS SHOWN AND INFILL
 - REMOVE TOP FASCIA CAP ON ALL ROOFS LEAVE BOTTOM LAYER OF FASCIA
 - REPLACE HARDWARE ON OLD DRAINS
 - REMOVE ROOFING MEMBRANE / GRAVEL AND PERIMETER FLASHINGS
 - REMOVE INSULATION 8' X 8' AROUND ALL EXISTING DRAINS AND PLANNED NEW DRAIN LOCATIONS

- LEGEND:**
- WET INSULATION
 - SKYLIGHT (58" X 58")
 - INTERNAL DRAINS
 - NEW INTERNAL DRAINS
 - VENT STACK PIPE
 - CURB MOUNTED EQUIPMENT (VARIABLE SIZES)
 - ACCESS HATCH
 - HOT PIPE

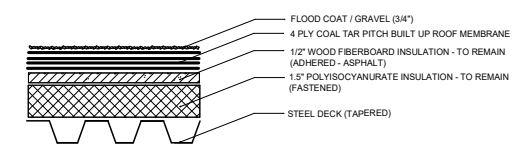


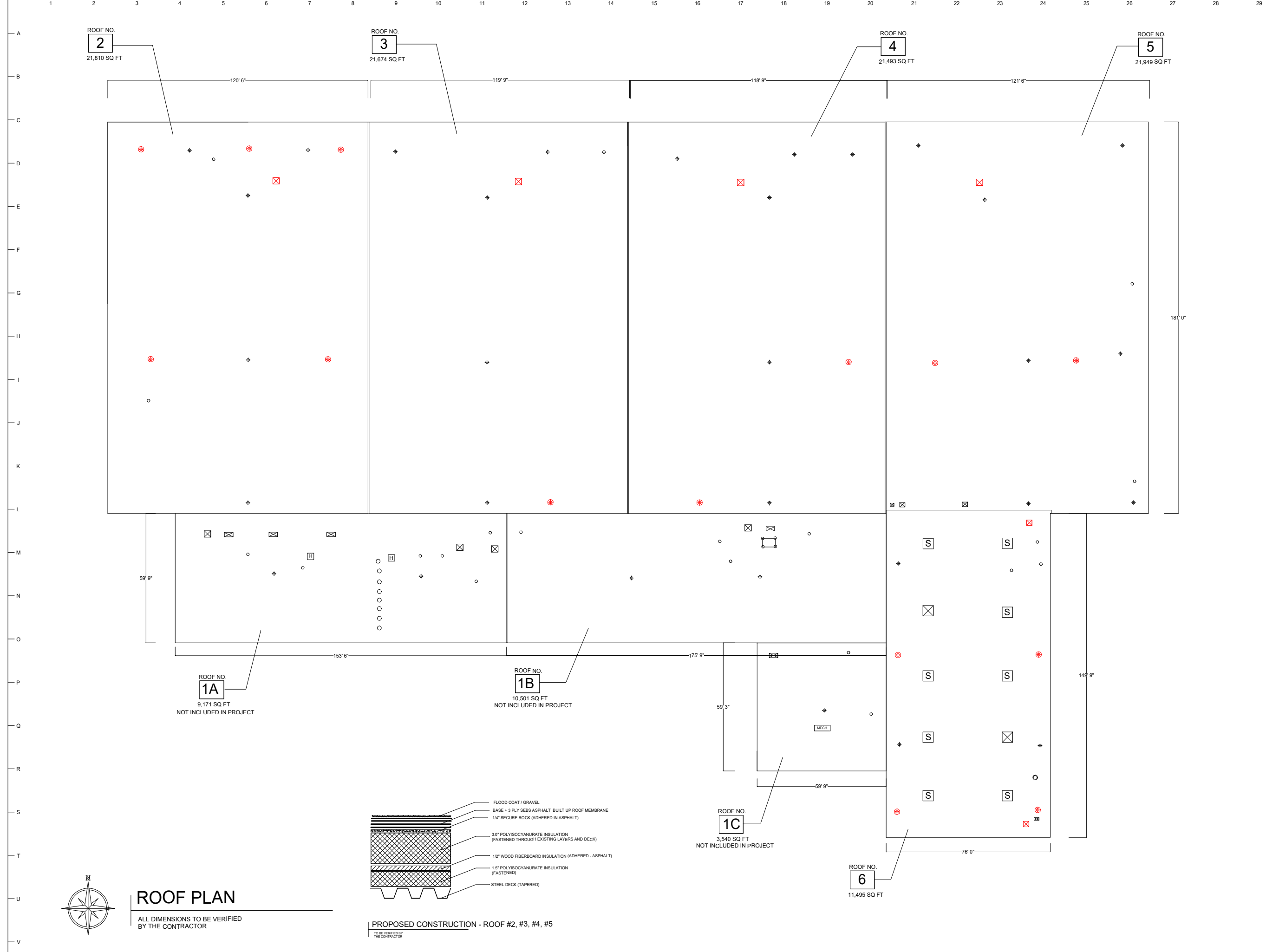
CUSTOMER: CITY OF SHEBOYGAN

BUILDING: MUNICIPAL SERVICE BUILDING

LOCATION: 2026 NEW JERSEY AVE, SHEBOYGAN, WI

DRAWN BY EK	DATE DRAWN 09/01/2024	R1.1
APPROVED EK	SURVEY DATE 08/15/2024	





REVISIONS	No.	DATE	BY

NOTES:

ROOF SECTION	SQ FT
#2	21,810
#3	21,674
#4	21,493
#5	21,949
#6	11,495
TOTAL:	98,421 SQ FT

- INSTALL NEW DRAIN SUMPS AS SHOWN ON TAPERED PLAN
- INSTALL NEW BASE + 3 BUR MEMBRANE
- INSTALL NEW LEADS AT DRAINS AND STACKS.

LEGEND:

- [S] SKYLIGHT (58" X 58")
- ◆ INTERNAL DRAINS
- ⊕ NEW INTERNAL DRAINS
- VENT STACK PIPE
- ⊠ EXISTING CURB MOUNTED EQUIPMENT
- ⊠ NEW CURB MOUNTED EQUIPMENT 36" CURBS
- [H] ACCESS HATCH
- HOT PIPE

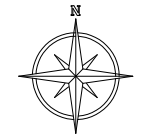


CUSTOMER: CITY OF SHEBOYGAN

BUILDING: MUNICIPAL SERVICE BUILDING

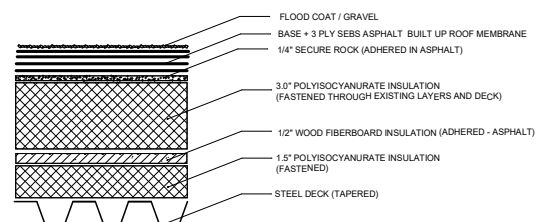
LOCATION: 2026 NEW JERSEY AVE, SHEBOYGAN, WI

DRAWN BY EK	DATE DRAWN 09/01/2024	R1.2
APPROVED BY EK	SURVEY DATE 08/15/2024	

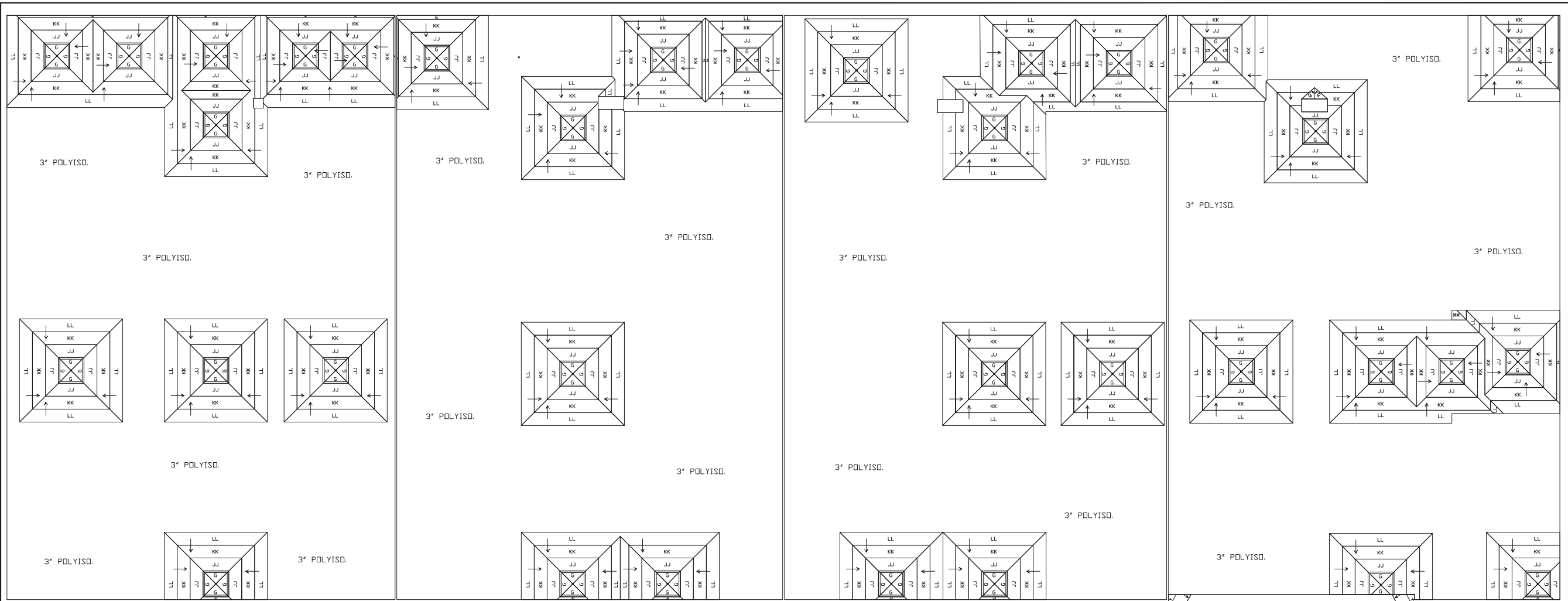


ROOF PLAN

ALL DIMENSIONS TO BE VERIFIED BY THE CONTRACTOR

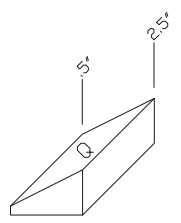


PROPOSED CONSTRUCTION - ROOF #2, #3, #4, #5

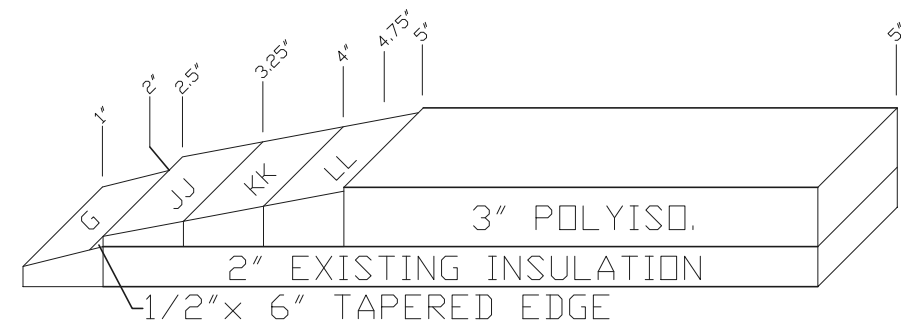
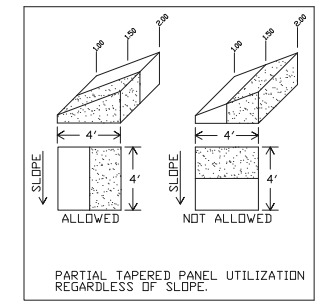


ROOF PLAN

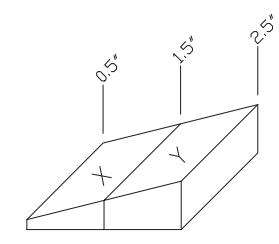
SCALE: 1/16"=1'-0"



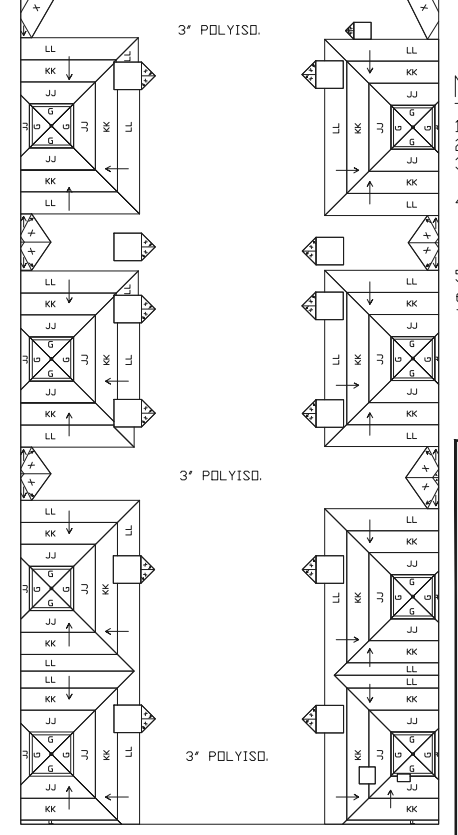
CRICKET SECTION
1/2"/FT.
N.T.S.



SUMP SECTION
3/16"/FT.
N.T.S.



CRICKET SECTION
1/4"/FT.
N.T.S.



NOTES:

1. TAPERED SLOPE = STRUCTURAL
2. SUMP SLOPE = 3/16"/FT.
3. ELEVATIONS SHOWN DO NOT INCLUDE AN OVERLAY BOARD.
4. CONTRACTOR TO FURNISH AND INSTALL CRICKETS AT THE HIGH SIDES OF ALL ROOF PENETRATIONS IF NOT SHOWN ON THE ROOF PLAN
5. AVERAGE R-VALUE = 14.74 OVERALL.
6. TOTAL ROOF AREA INCLUDED = 98,421 SQ. FT.
7. LACED VALLEYS ARE NOT PERMITTED. ALL VALLEY PANELS TO BE FIELD CUT. CUT OFF PORTION OF THE PANEL MAY BE USED AS A RIDGE PANEL.

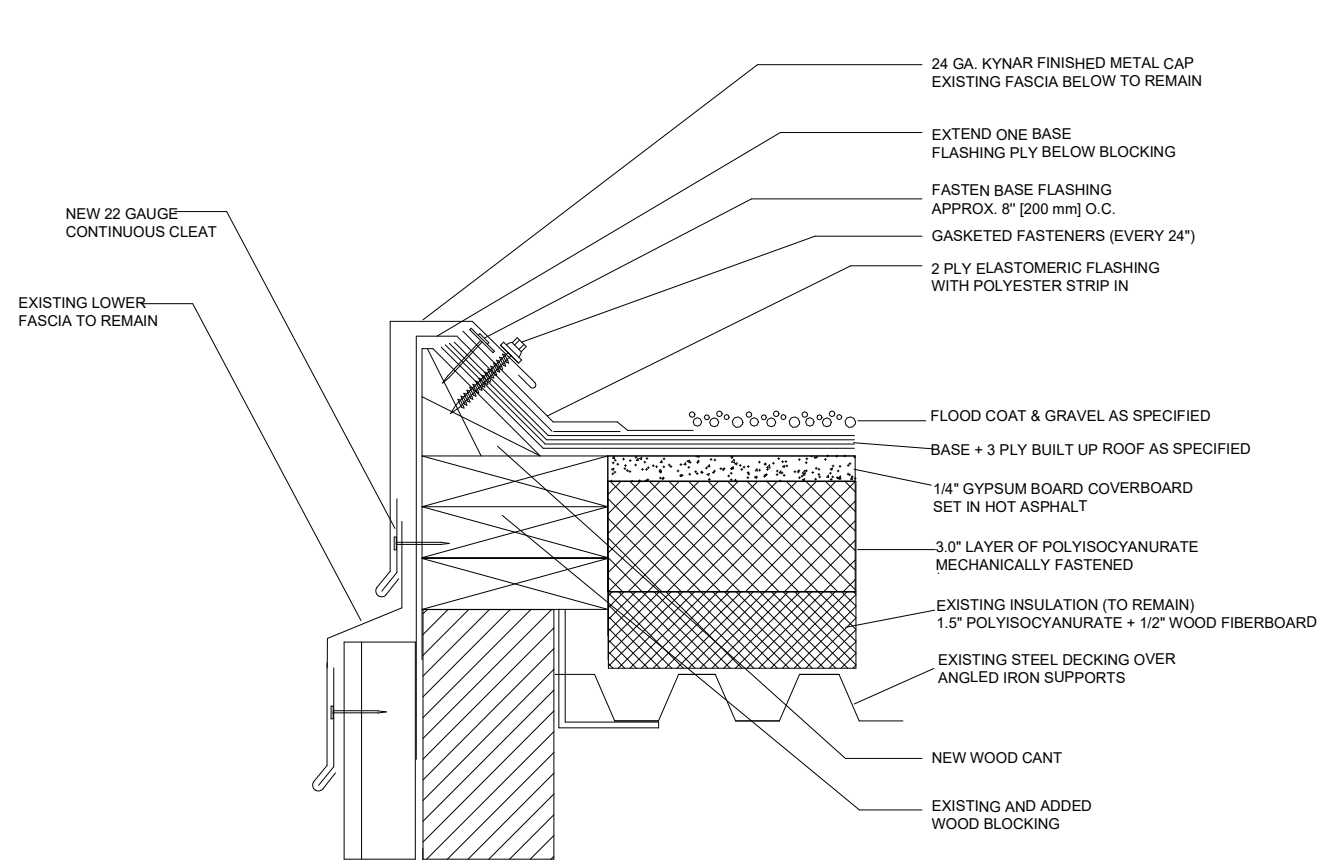
PROPOSED TAPERED LAYOUT FOR:
CITY OF SHEBOYGAN
MUNICIPAL SERVICE BUILDING

TREMCO

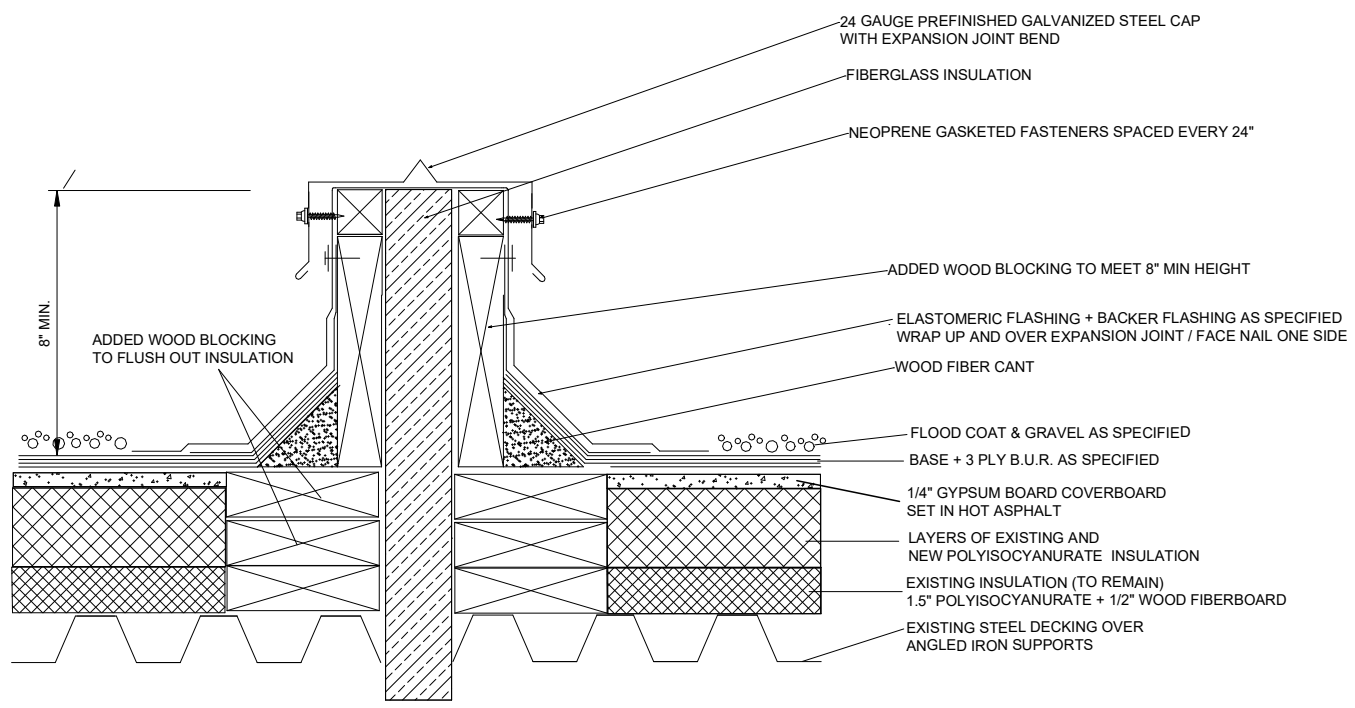
DATE:
9/15/24
DRAWN BY:
A.J.P.

1 OF 1

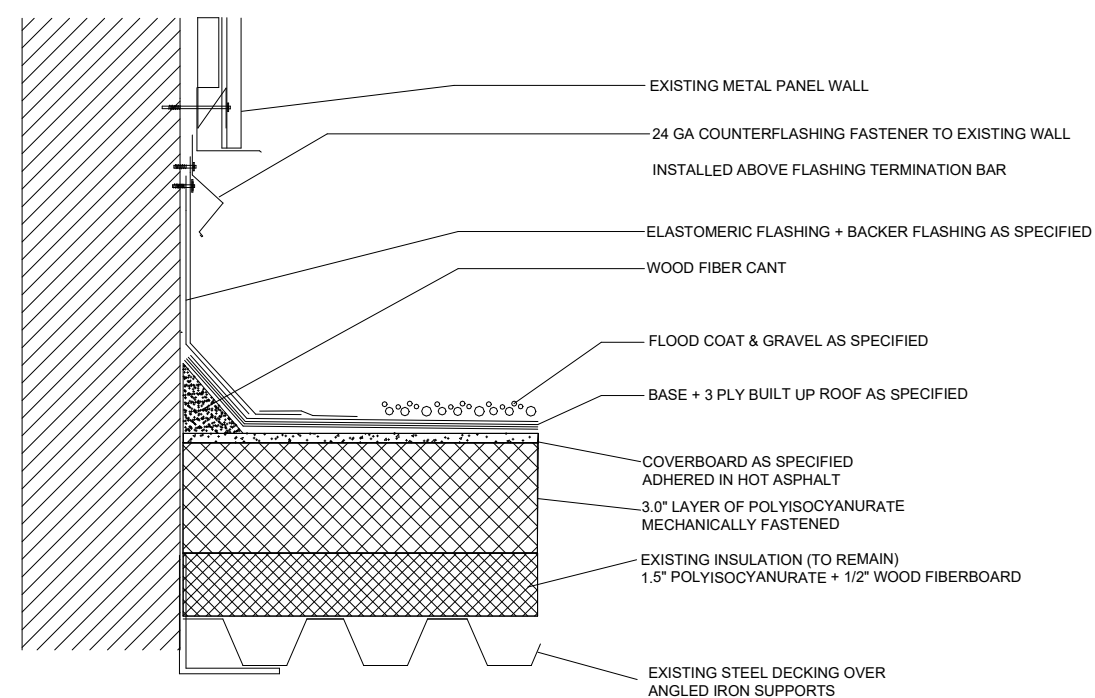
REVISIONS:
10/22/24
R1.3
PROJECT #
80176-R1



#1 RAISED METAL EDGE DETAIL (PERIMETER)
SCALE: NTS



#2 EXPANSION JOINT DETAIL
SCALE: NTS



#3 COUNTERFLASHING AT EXISTING METAL WALL PANEL
SCALE: NTS

REVISIONS	No.	DATE	BY

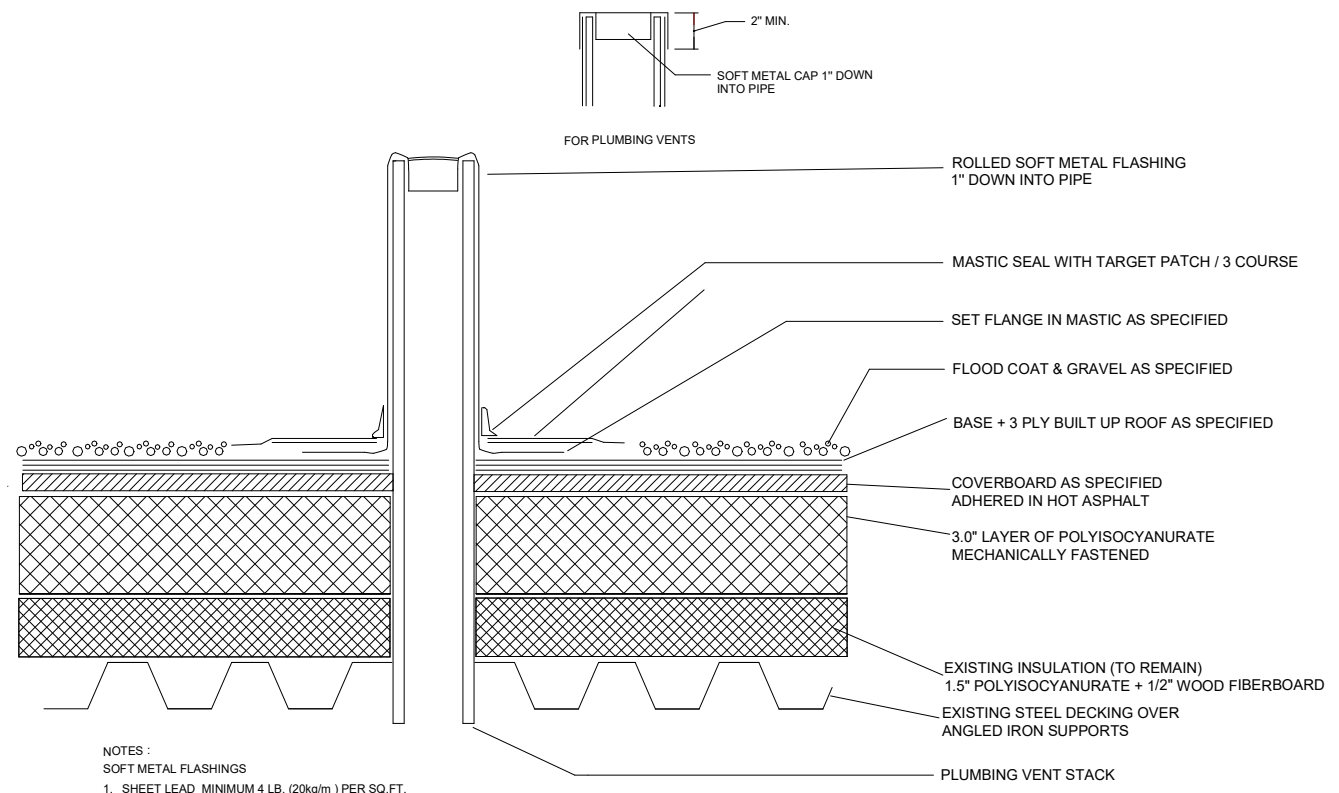
NOTES:

LEGEND:



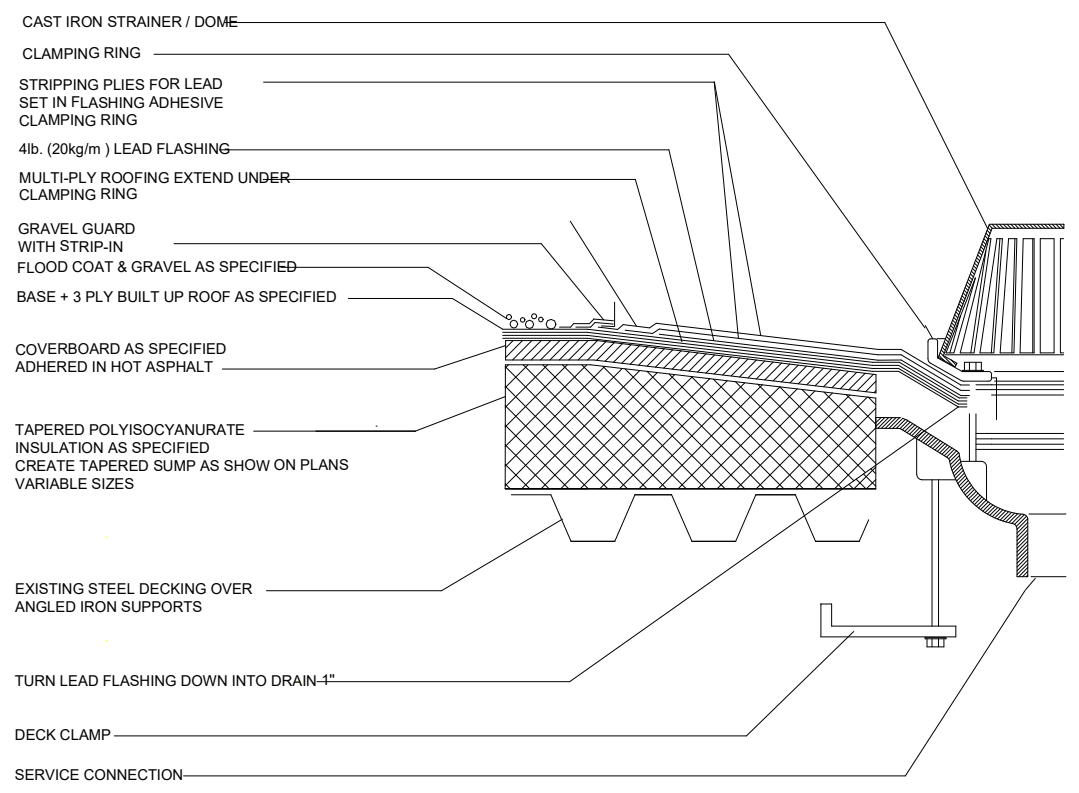
CUSTOMER: CITY OF SHEBOYGAN		
BUILDING: MUNICIPAL SERVICE BUILDING		
LOCATION: SHEBOYGAN, WI		
DRAWN BY EK	DATE DRAWN 11/15/2024	SHEET NAME R2.0
APPROVED EK		

ALL DIMENSIONS TO BE VERIFIED BY THE CONTRACTOR

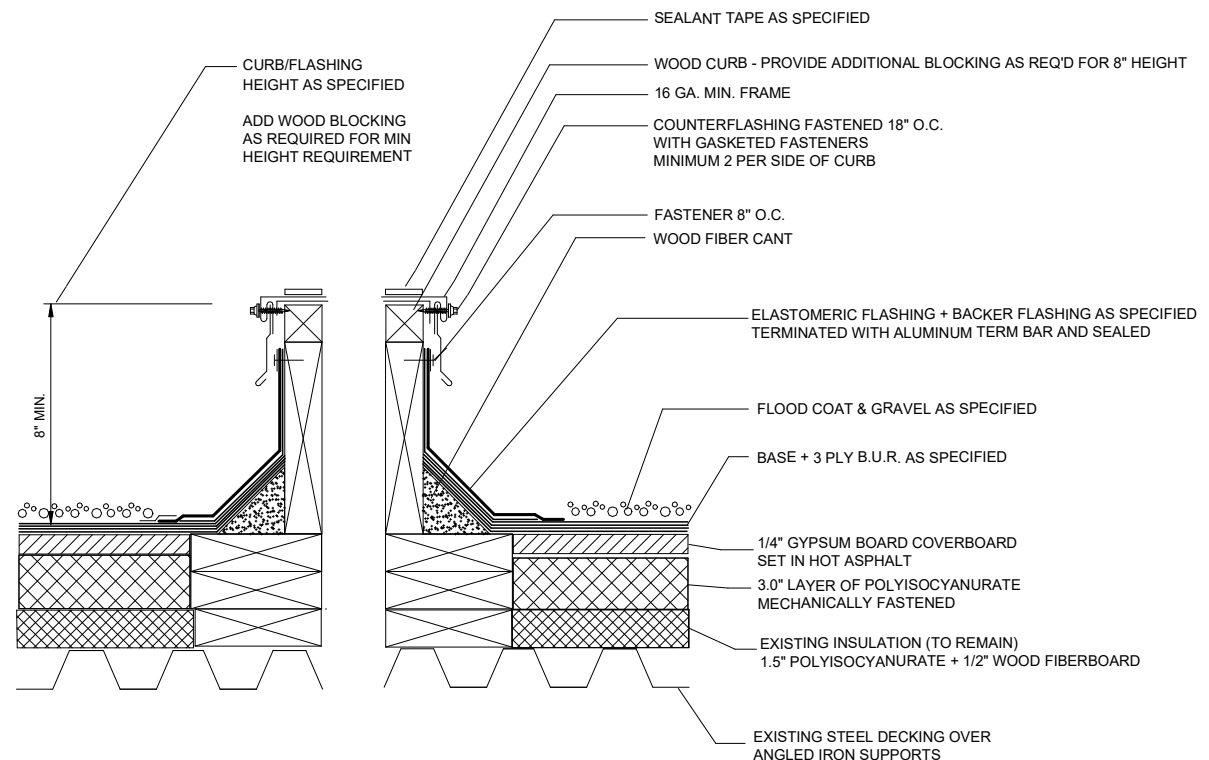


NOTES:
SOFT METAL FLASHINGS
1. SHEET LEAD MINIMUM 4 LB. (20kg/m) PER SQ. FT.
2. SHEET COPPER MINIMUM 16 OZ. IF COPPER FLASHING IS INSTALLED OVER AN IRON OR STEEL PIPE, WRAP AN ASPHALT COATED ROOFING FELT TO PREVENT DIRECT CONTACT BETWEEN TWO DISSIMILAR METALS.

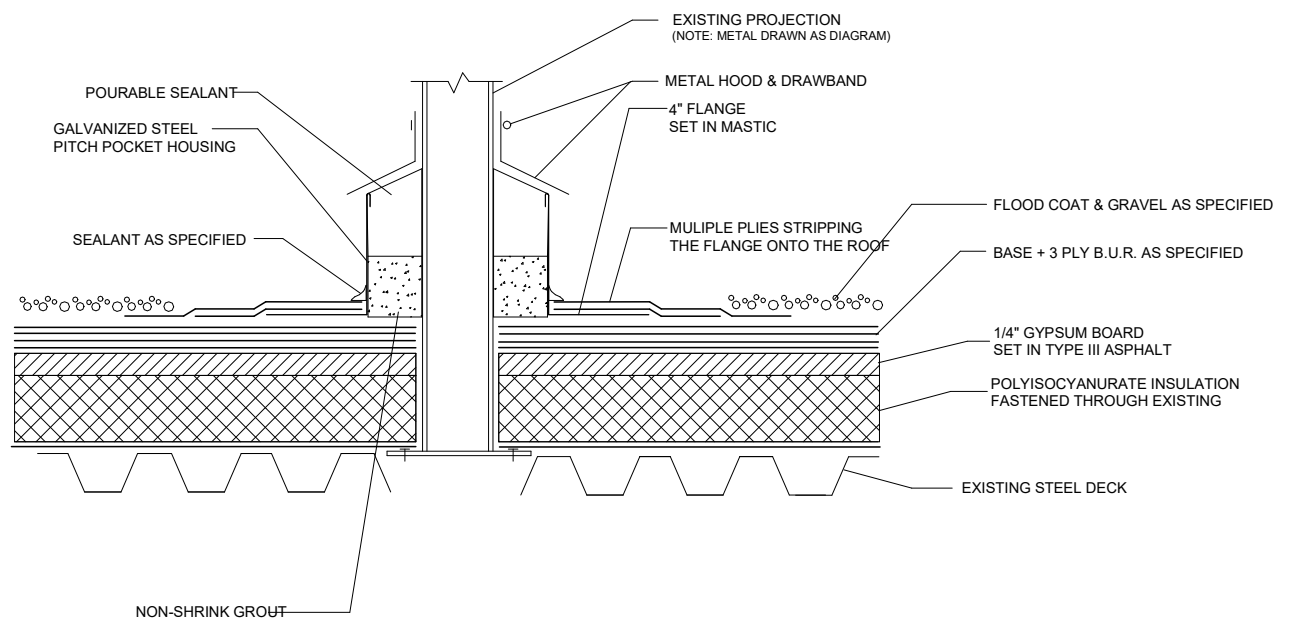
#1 PLUMBING VENT STACK DETAIL
SCALE: NTS



#2 DRAIN DETAIL
SCALE: NTS



#3 EQUIPMENT CURB FLASHING DETAIL
SCALE: NTS



#4 PITCH POCKET DETAIL
SCALE: NTS

REVISIONS	No.	DATE	BY

NOTES:

LEGEND:



CUSTOMER: CITY OF SHEBOYGAN		
BUILDING: MUNICIPAL SERVICE BUILDING		
LOCATION: SHEBOYGAN, WI		
DRAWN BY EK	DATE DRAWN 11/15/2024	SHEET NAME R2.1
APPROVED EK		

ALL DIMENSIONS TO BE VERIFIED BY THE CONTRACTOR

Erik Krumholz, Senior Field Consultant
P.O. Box 24 • Sheboygan, WI • 920-450-5852



December 10th, 2024

To: Bidding Contractors

Re: City of Sheboygan – Municipal Service Building Roof Replacement Project
Addendum #1 of 1 - Close of Questions

Please add the following changes / items / information to your project specification / plan package dated November 15th, 2024.

Questions during and after PreBid Walkthrough:

- 1) "The City Hall Lobby Hours are only open until 11:30, the bid is listed to be due at 1:00 PM?".

We will change the bid due date time to 11:00 AM Sealed Bid Delivery to City Hall, 828 Center Ave, Room #110, Sheboygan, WI C/O Bernie Rammer.

There will be a public opening at 11:00 in the lobby conference room. Bid results will be provided via email later in the afternoon.

- 2) "What is the fastening pattern of the insulation boards for all the roofing areas?"

Fastening pattern is to be 8 fasteners per 4 x 8 sheet of roof insulation. 50% more additional fasteners are to be installed at the perimeters. 100% more additional fasteners are to be installed in the 8' x 8' corners of each roof.

- 3) The skylight frames looks to have a significant steel angle base (to remain) that likely rises above the deck profile making installation of the deck infill Z channels difficult.

Installation of an additional few inches of roofing around each skylight will be required and new courses of 2 x 4 blocking (likely 2) installed around the steel frame of each skylight. The new blocking will be anchored into the steel deck, flushing out the steel frame and provide an attachment point for the Z channels. (See enclosed detail sheet R2.2)

- 4) "The fascia appears to be close to 8", but may be closer to 9". Will a two piece fascia be required if less than 9?".

If the fascia is less than 9" a one piece fascia will be accepted.

- 5) Asbestos Testing Results is attached. None Detected

END OF ADDENDUM #1 OF 1

MICRO ANALYTICAL, INC.

11521 West North Avenue
Milwaukee, WI 53226
(414) 771-0855

BULK ASBESTOS ANALYTICAL REPORT
Utilizing PLM and Dispersion Stain Technique

Customer: Tremco
3735 Green Rd.
Beachwood , OH 44122

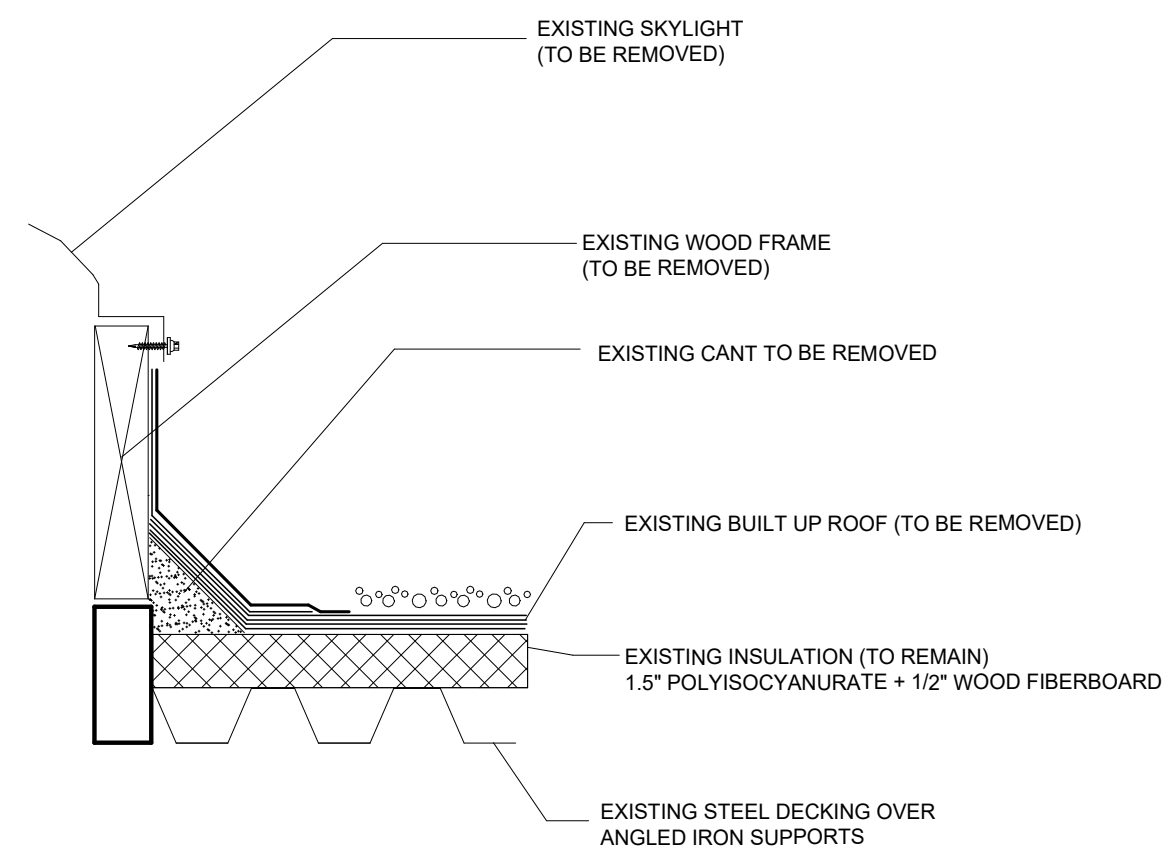
Report #: 225002
Received: 02-Dec-24
Analyzed: 06-Dec-2024

Job ID: City of Sheboygan

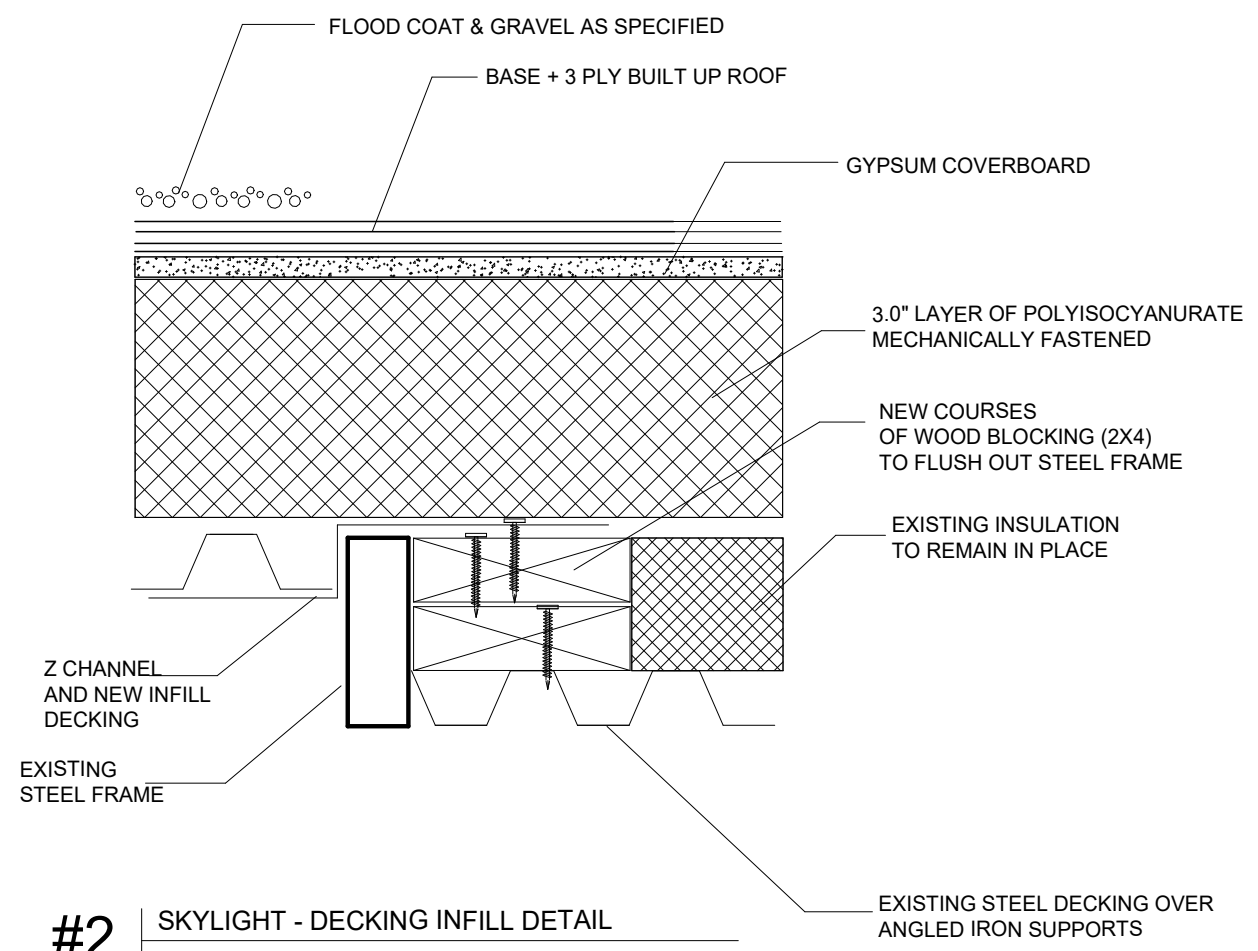
Sample ID	% Asbestos	Non-Asbestos Fibrous Components	Non-Fibrous Components	Color	Texture
MSB FLASH	None Detected	5% Synthetic Fiber	95%	Black	Resinous
MSB MEMB	None Detected	15% Cellulose	85%	Black	Resinous

Analyzed By: Aaron Engelman

Test method: EPA/600/R-93/116 and EPA - Appendix E to Subpart E of 40 CFR Part 763. Quantitation is done by Calibrated Visual Estimation which has an accepted Relative Percent Difference of 35. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. This test report relates only to the items tested and shall not be reproduced except in full, without the written approval of MICRO ANALYTICAL, INC.



#1 EXISTING SKYLIGHT CONDITION
SCALE : NTS



#2 SKYLIGHT - DECKING INFILL DETAIL
SCALE : NTS

REVISIONS	No.	DATE	BY

NOTES:

LEGEND:

TREMCO

An RPM Company

CUSTOMER: CITY OF SHEBOYGAN		
BUILDING: MUNICIPAL SERVICE BUILDING		
LOCATION: SHEBOYGAN, WI		
DRAWN BY EK	DATE DRAWN 11/15/2024	SHEET NAME R2.2
APPROVED EK		

ALL DIMENSIONS TO BE VERIFIED BY THE CONTRACTOR

Erik Krumholz, Senior Field Consultant
P.O. Box 24 • Sheboygan, WI • 920-450-5852



December 11th, 2024

To: Bidding Contractors

Re: City of Sheboygan – Municipal Service Building Roof Replacement Project
Addendum #2 of 2 - Close of Questions / Final Items

Please add the following changes / items / information to your project specification / plan package dated November 15th, 2024.

Final Questions / Reminders:

- 1) "Is a Building Permit from the City of Sheboygan Building Inspection Department Required? "

Yes. A Building Permit is required and the cost of it should be included in the bid proposal. A Building Permit must be attained by the awarded contractor prior to any work. This permit is to cover all work required for the project excluding plumbing which will require a separate plumbing permit for the plumbing subcontractor. Additionally, the successful bidder must attain an active Contractor Certificate license from the City of Sheboygan prior to the permit being issued.

***Permit costs are \$10.00 per \$1,000.00 of project cost (amount of bid proposal).
License costs are \$125.00 per year (\$100.00 license fee / \$25.00 application fee).***

If there are any further questions, please contact the City of Sheboygan Building Division at 920-459-3477.

- 2) **Reminder:** Bid bond (5%) is required at the time of bid submittal. 100% payment and performance bond is required of the successful bidder.

Sealed Bids are Due Friday, December 13th, 2024 – 11:00 AM at City Hall

END OF ADDENDUM #2 OF 2

Form A: Signature and Non-Collusion Affidavit

RFB: MUNICIPAL SERVICE BUILDING ROOF


This form must be returned with your response.

In signing Proposals, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise take any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit Proposals, that Proposals have been independently arrived at, without collusion with any other Proposers, competitor or potential competitor; that Proposals have not been knowingly disclosed prior to the opening of Proposals to any other Proposers or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this Proposals, hereby agrees with all the terms, conditions, and specifications required by the county in this Request for Proposals, declares that the attached Proposals and pricing are in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

Proposers shall provide the information requested below. Include the legal name of the Proposers and signature of the person(s) legally authorized to bind the Proposers to a contract.

Kaschak Roofing, Inc
COMPANY NAME


SIGNATURE

12/10/21
DATE

Jason Kaschak
PRINT NAME OF PERSON SIGNING

Form B: Receipt of Forms and Submittal Checklist


RFB: MUNICIPAL SERVICE BUILDING ROOF

This form must be returned with your response.

Proposers hereby acknowledge the receipt and/or submittal of the following forms:

Forms	Initial to Acknowledge RECEIPT
Form A: Signature Affidavit	JK
Form B: Receipt of Forms and Submittal Checklist	JK
Form C: Vendor Profile	JK
Form D: Cost Proposal	JK
Form E. References	JK

Kaschak Roofing, Inc.
COMPANY NAME


SIGNATURE

Form C: Vendor Profile

RFB: MUNICIPAL SERVICE BUILDING ROOF

COMPANY INFORMATION

This form must be returned with your response.

COMPANY NAME (Make sure to use your complete, legal company name.) Kaschak Roofing, Inc.			
FEIN 80-0790210	(If FEIN is not applicable, SSN collected upon award)		
CONTACT NAME (Able to answer questions about proposal.) Nick Craig	TITLE Project Manager		
TELEPHONE NUMBER 414-916-4541	FAX NUMBER		
EMAIL Nick@kaschakraoofing.com			
ADDRESS 2301 W Purdvest.	COUNTY Milwaukee	STATE WI	ZIP 53209

ORDERS/BILLING CONTACT

Address where County purchase orders/contracts are to be mailed and person the department contacts concerning orders and billing.

CONTACT NAME Cassie Oden	TITLE Controller		
TELEPHONE NUMBER 414-763-11089	FAX NUMBER		
EMAIL admin@kaschakraoofing.com			
ADDRESS 2301 W. Purdve St.	COUNTY Milwaukee	STATE WI	ZIP 53209

Form D: Cost Proposal

RFB: MUNICIPAL SERVICE BUILDING ROOF

This form must be returned with your response.

We propose to provide all travel, labor, materials tool, equipment for the replacement of the Municipal Service Building roof sections #2, #3, #4, #5 and #6 and related systems in accordance with the plans and specifications.

BASE BID: \$ 2,089,900.00

TIME AND MATERIALS RATES FOR WORK UNFORESEEN:

ROOFING HOURLY RATE: \$ 85.00 / HOUR

MARK UP OF MATERIALS / SUB-CONTRACTORS: 15 %

We Acknowledge Receipt of the following Addenda

#1 DATED Dec 10th

#2 DATED Dec 11th

#3 DATED _____

Further, based upon current lead times and schedules in effect at the time of this writing we would anticipate commencement of the project on or about Spring, _____ 2025.

Kasheh Roofing

COMPANY NAME

[Signature]

SIGNATURE

12/11/24

DATE

END OF COST PROPOSAL FORM

Form E: References

RFB: MUNICIPAL SERVICE BUILDING ROOF

This form must be returned with your response.

REFERENCE #1 - CLIENT INFORMATION			
COMPANY NAME Industrial Roofing Services	CONTACT NAME Dave Angrove		
ADDRESS 13000 W. Silver Spring Dr.	COUNTY Butler	STATE wi	ZIP 53607
TELEPHONE NUMBER 414-477-4520	FAX NUMBER		
EMAIL DaveA@IRSroof.com			
Manufacturer & Model	Delivery date		
Notes			

REFERENCE #2 - CLIENT INFORMATION			
COMPANY NAME Tremco	CONTACT NAME Erik Krumholz		
ADDRESS 3735 Green Rd	COUNTY Beachwood	STATE OH	ZIP 44122
TELEPHONE NUMBER 920-450-9892	FAX NUMBER		
EMAIL Ekrumholz@tremcoinc.com			
Manufacturer & Model	Delivery Date		
Notes			

REFERENCE #3 - CLIENT INFORMATION			
COMPANY NAME Specialty Engineering Group	CONTACT NAME Bruce Flater		
ADDRESS W7008 Mantwoc Rd	COUNTY Menasha	STATE wi	ZIP
TELEPHONE NUMBER 920-205-3571	FAX NUMBER		
EMAIL bfater@str-seg.com			
Manufacturer & Model	Delivery Date		
Notes			



AIA Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

**KASCHAK ROOFING, INC.
2301 W. PURDUE STREET
MILWAUKEE, WI 53209**

SURETY:

(Name, legal status and principal place of business)

**SWISS RE CORPORATE SOLUTIONS
AMERICA INSURANCE CORPORATION
1200 MAIN ST. SUITE 800
KANSAS CITY, MO 64105-2478**

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

OWNER:

(Name, legal status and address)

**CITY OF SHEBOYGAN
828 CENTER ST.
SHEBOYGAN, WI 53081**

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

BOND AMOUNT:

Ten Percent of the Amount of the Attached Bid ——(10%)

PROJECT:

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

**Municipal Service Building Roof Replacement
2026 New Jersey Ave
Sheboygan, WI 53081**

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 **13th** day of **December, 2024**

Neil Coyne
(Witness)

KASCHAK ROOFING, INC. *No Seal*
(Principal) (Seal)
[Signature] *Owner*
(Title)

Samantha Boddicker
(Witness)

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION
(Surety) *[Signature]* (Seal)
(Title) **Lauren Bruns, Attorney-in-Fact**

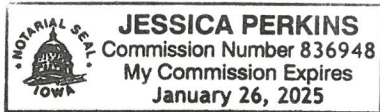
CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

ACKNOWLEDGMENT OF SURETY

State of Iowa)
County of Polk)

On this 13th day of December, 2024, before me personally appeared Lauren Bruns to me known, who, being by me duly sworn, did depose and say: that s/he resides at Cedar Falls, IA, that s/he is the Attorney-In-Fact of Swiss Re Corporate Solutions America Insurance Corporation, the corporation described in and which executed the annexed instrument; that s/he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that s/he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

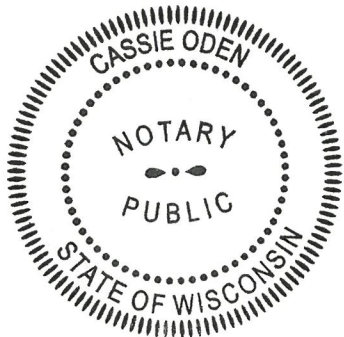


Jessica Perkins
Notary Public

ACKNOWLEDGMENT OF CORPORATION

State of WI
County of Milwaukee

On this 13th day of December, 2024, before me personally appeared Jason Kaschak, to me known, who being by me first duly sworn, did depose and say that s/he resides in Dak Creek, WI that s/he is the Owner of Kaschak Roofing, Inc. the corporation described in and which executed the foregoing instrument; that s/he knows the corporate seal of said corporation, that the corporate seal affixed to said instrument is such corporate seal, that it was so affixed by order and authority of the Board of directors of said corporation, and that s/he signed his/her name thereto by like order and authority.



Cassie Oden
Notary Public

My Commission expires 7/24/28

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

CARL GODZIEK, SEAN McBRIDE, SAMANTHA BODDICKER, LAUREN BRUNS, EMILI CAIN and JORDAN EDWARDS

JOINTLY OR SEVERALLY

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

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

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

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



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 25TH day of SEPTEMBER, 20 23

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

State of Illinois
County of Cook

On this 25TH day of SEPTEMBER, 20 23, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 13th day of December, 20 24.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

Exhibit 2A

**CITY OF SHEBOYGAN MSB - ROOF REPLACEMENT PROJECT BID TABULATIONS
DECEMBER 13TH, 2024 - 11:00 AM**

BID COSTS:	FJA CHRISTIANSEN ROOFING	KASCHAK ROOFING	LANGER ROOFING
TOTAL BID PROPOSAL AMOUNT	\$ 2,718,760.00	\$ 2,089,900.00	\$ 2,388,000.00
Noted Addendum	2 of 2	2 of 2	2 of 2
D. Labor (\$/hr)	\$ 115.00	\$ 85.00	\$ 115.00
E. Markup (%)	15%	15%	15%
BID SECURITY - 5% Bid Bond	X	X	X

BID COSTS:	NMR	PIONEER ROOFING	ROBERTS RESTORATION	WALSDORF ROOFING
TOTAL BID PROPOSAL	\$ 2,718,595.00	\$ 2,650,816.00	NO BID	\$ 2,278,278.00
Noted Addendum	2 of 2	2 of 2	-	2 of 2
D. Labor (\$/hr)	\$ 107.00	\$ 140.00	-	\$ 109.00
E. Markup (%)	18%	20%	-	17%
BID SECURITY - 5% Bid Bond	X	X	-	X

**CITY OF SHEBOYGAN
INSURANCE REQUIREMENTS**

**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) per project | \$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) ”if” 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.