

AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND CONCORD GROUP
FOR A BUILDING CONDITION ASSESSMENT AND FUTURE PLANNING SURVEY

Agreement (“Agreement”) is made and entered into effective this ___the day of _____, 2024 (the “Effective Date”), by and between the City of Sheboygan (the “City”), a municipal corporation and Concord Consulting Group of Illinois, Inc.(“Contractor”).

WITNESSETH:

WHEREAS, the City has a number of commercial buildings and has a desire to have an assessment of these structures completed to determine both their condition at present as well as identification of future requirements necessary to maintain them in proper condition: and

WHEREAS, the City wishes to contract with a firm that has significant knowledge of structural and mechanical conditions in commercial buildings and has the capability to perform a thorough, in dept assessment as to current condition of the buildings and prepare a list of recommendations for improvements in the coming years; and

WHEREAS, the City further wishes to have developed a software database into which the vendor will incorporate both the current conditions as well as improvements into the foreseeable future and issued a Request for Proposals incorporated herein as Exhibit # 1 and 1A; and

WHEREAS, the Contractor has provided the City with a proposal for the work and that document is included herein as Exhibit # 2: and

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

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

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

Article 1. Scope of Services

Contractor shall provide all materials and equipment and perform all work associated with the project as specified in **Exhibit 1 & 1A** related to the performance of an in-depth assessment of all City-owned buildings included in the listing to determine present condition and future needs as well as

development of an electronic database to be used by the city in future years to streamline project planning and budgetary development (the “Goods and Services”).

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

Prevailing Wage Rates and Payroll reporting are NOT required for this project.

Contractor shall be responsible for furnishing, erecting, and maintaining suitable barricades, warning signs, flashers, fencing, and other protective equipment to properly protect and safeguard its personnel and the public during all phases of the 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 Contractor will need to maintain appropriate building access 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. County Representative

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

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

Article 4. Compensation

The City shall pay Contractor for the Services an amount not to exceed \$ 248,760.00 (“Contract Amount”).

For avoidance of doubt the software to be provided will operate on the existing City of Sheboygan ESRI GIS platform and as such there will be no recurring annual fees related to the software hosting.

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 Ave., Suite 11
Sheboygan, Wisconsin 53081
Bernard.rammer@sheboyganwi.gov

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

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

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

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

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

- Reasonable doubt based upon factual evidence that the Agreement can be completed for the balance then unpaid.
- Liquidated damages due to the City pursuant to article 8

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

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

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

Article 5. Appropriation of Funds

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

Article 6. Performance and Payment Bond (NOT APPLICABLE)

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

Article 8. Liquidated Damages

In the event that Contractor does not complete the Services by the Deadline or the alternative final agreed upon completion date, and such delay is not caused by a third part other than Contractor or is caused by events beyond Contractor's control there shall be deducted from any monies due or that

may become due to Contractor, for each and every calendar day that the work remains uncompleted, a sum of One Hundred and 00/100 Dollars (\$100.00) per calendar day.

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

Article 9. Workmanship and Quality of Materials

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

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

All material used shall be new, newest model year, and free from defects. Items 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 and materials and equipment purchased up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services.

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

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

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

Article 13. Default

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

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

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

Article 14. Identity of Contractor

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

Article 15. Independent Contractor Status

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

Article 16. Indemnification

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

As such, to the extent permitted by law, Contractor shall defend and hold the City, including its officials, agents, and employees, harmless from all liability, including, but not limited to, losses, damages, costs, attorney's fees, expenses, causes of action, claims, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity

arising out of or in any way connected with the Contractor's negligent performance of work or work to be performed under this Agreement.

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

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

Notwithstanding anything contained in this agreement to the contrary:

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

Article 17. Insurance

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

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

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

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

City of Sheboygan, Wisconsin
828 Center Avenue, Suite 110
Sheboygan, Wisconsin 53081

The proof of insurance must contain an original signature.

Article 18. Conflict of Interest

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

Article 19. Waiver

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

Article 20. Severability

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

Article 21. Assignment

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

Article 22. Third Party Rights

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

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

Article 23. Governing Law and Venue

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

Article 24. Non-Discrimination

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

Article 25. Compliance with Laws

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

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

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

Article 26. Notices

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

COUNTY:

Contractor:

City Clerk	The Concord Group, Inc.
City of Sheboygan	1000 North Water Street, Suite 1550
828 Center Avenue	Milwaukee, WI 53202
Sheboygan, Wisconsin 53081	

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

Article 27. Intent to be Bound

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

Article 28. Force Majeure

Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either

its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

Article 29. Integration and Modification

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

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

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

(collectively “the Contract”).

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

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

Article 30. Non-Collusion

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

1. The prices in its bid were arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any other matter relating to such prices with any other bidder, or with any other competitor.
2. The prices quoted in its bid were not knowingly disclosed—directly or indirectly—by the bidder prior to bid opening.
3. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a bid for the purpose of restricting competition.

Article 31. Other Provisions

1. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1)

copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

2. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City's Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City's Representative.
3. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. Ch. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.
4. Guaranteed Delivery. Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the Agreement price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.
5. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.
6. Intent of Contract Documents.
 - a. The intent of this Agreement is to include in the contract price the cost of all labor and materials, water, fuel, tools, plants, equipment, light, transportation, and any other expenses that may be necessary for the proper execution and completion of the work included in the Agreement.
 - b. In interpreting the Agreement, words describing materials that have a well-known technical or trade meaning shall be construed in accordance with such well known meanings unless otherwise specifically defined

Article 32. Incorporation of Required Clauses and Conditions

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

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

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

CITY OF SHEBOYGAN, WISCONSIN

THE CONCORD GROUP

BY: _____
Ryan Sorenson, Mayor

BY: _____

ATTEST: _____
Meredith DeBruin City Clerk

ATTEST: _____

DATE: _____

DATE: _____

**REQUEST FOR PROPOSALS
CITY OF SHEBOYGAN
2058-24**



**BUILDING CONDITION ASSESSMENT
& FUTURE NEEDS SURVEY**

**CITY OF SHEBOYGAN
REQUEST FOR PROPOSALS
BUILDING CONDITION ASSESSMENT AND FUTURE NEEDS SURVEY**

The City of Sheboygan is soliciting proposals from qualified firms to conduct an accurate and comprehensive assessment of its buildings and facilities and to provide specific recommendations regarding the overall condition, operation and ongoing maintenance of these publicly owned assets. The resulting assessment will be used as a guide for budgeting and prioritizing maintenance and general capital replacement projects and assist the city in long range planning related to expected useful life.

In order to be considered, Bids, on forms included with the bid documents must be received no later than 1:00 PM on October 25, 2024

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

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.

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1 NOTICE TO PROPOSERS

1.1 Summary

The City of Sheboygan is soliciting proposals from qualified firms to conduct an accurate and comprehensive assessment of its buildings and facilities and to provide specific recommendations regarding the overall condition, operation and ongoing maintenance of these publicly owned assets. The resulting assessment will be used as a guide for budgeting and prioritizing maintenance and general capital replacement projects and assist the city in long range planning related to expected useful life.

1.2 Important Dates

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

Issue Date: September 26, 2024
Questions Due: October 16, 2024
Proposals Due: 1:00 pm on October 25, 2024

1.3 Format

Submit Proposals in pdf format via electronic mail to: Bernard.rammer@sheboyganwi.gov

1.4 Labeling

All proposals must be clearly labeled in the subject Line:

Request for Proposals Building Assessment and future needs Survey

Delivery of Proposals

Delivery of electronic copy to:

Via email: Bernard.rammer@sheboyganwi.gov

1.5 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.

1.51 Multiple Proposals

Multiple Proposals (Alternates) from Proposers are permitted; however, each must fully conform to the requirements for submission. Proposers must sequentially label (e.g., Proposal #1, Proposal #2) and separately package each Proposal. Proposers may submit alternate pricing schemes without having to submit multiple Proposals.

1.6 City of Sheboygan Contact Information

The City of Sheboygan Purchasing Agent:

Bernard Rammer
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1.7 Inquiries, Clarifications, and Exceptions

Proposers are to raise any questions they have about the RFP 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 City 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.

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.

1.92 Non-Material and Material Variances

The City reserves the right to waive or permit cure of nonmaterial variances in the offer if, in the judgment of the City, it is in the City’s best interest to do so. The determination of materiality is in the sole discretion of the City.

1.10 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 apply:

1. 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.
2. 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.

2 DESCRIPTION OF PRODUCTS

2.1 Introduction

The City of Sheboygan is accepting proposals from qualified vendors for the provision of Professional Services associated with the assessment of condition of city-owned structures and provision of a report detailing the findings of the investigation. In addition, this report shall provide detail for planning purposes into the foreseeable future which will allow the City to “program” upgrades and improvements into future annual budgets. The ideal solution will be a digital database program which has the capability to generate reports for the coming budget years on recommended improvements, the anticipated cost associated with those improvements and a description of the work to be provided. The database would have the ability to be searchable and also allow the City to have the flexibility to transfer the recommended improvements for each building along with the associated costs between budget years. These transfers would be based upon actual needs, the availability or lack thereof of funding in each particular budget year as well as a change in condition of the building or component to be improved.

2.2 Goals

The goal of this solicitation and any subsequent agreement is to enter into contract with a firm experienced and qualified in the provision of Professional services related to the provision of building or structural condition assessments, and major systems in place in each building. Further, the ideal firm will have the ability to provide an estimation of both costs and recommendations for the proper timing of the improvements. Finally, the ideal firm will have the ability to supply the City with a working database tool to manage the improvements into the future. It is the desire of the City to receive information related to Buildings and needed or recommended improvements to year 2035 (10-Years)

2.3 Term

The contract between the parties will be dependent upon the ability of the firm to complete the initial assessments and compile the initial report of findings. Future work will depend upon the needs of the vendor to “manage or oversee” the database supplied which may include annual visits to monitor the condition of the improvements originally identified in the initial report. These update visits may also yield the need for additional improvements that were not seen as a factor in the initial assessment. The City is interested in an initial future outlook of 10 years.

2.4 Initial Inspection

The City would anticipate that the initial inspection of the facilities will begin in 4th quarter 2024.

2.5 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. This would include an explanation of the firm’s policies related to Errors and Omissions related to the professional services.

The information should also include any extended warranties available after the initial warranty period at additional cost including those associated with software support or software upgrades that are recommended to assure the system continues to operate flawlessly into the foreseeable future.

2.7 Existing Environment

With the vast number of structures owned and operated by the City of Sheboygan, the City has struggled for several years to properly budget for and garner the necessary funding needed to maintain its buildings in an appropriate manner. Despite a concerted effort to do so, the City often finds itself in a situation where funding is requested in a reactive manner. The City would prefer to be proactive in its approach to building maintenance and upkeep.

In an attempt to be pro-active, the City has commissioned the services of a Professional Engineering firm to assist in the efforts. These studies have been performed on several of the largest buildings and have by and large been seen as quite successful both in providing a “roadmap” into the near future to guide the City in garnering the funding and performing the upgrades recommended by the studies. In a few instances these studies have been commissioned to focus on space needs and even a repair versus build new focus.

One such example of this is Sheboygan City Hall. Originally constructed in 1915 the structure Was found to have significant issues in both a structural and mechanical capacity. A further

re-build versus build new study was undertaken. Following this study, the City followed a recommendation by the consultant to undertake a complete rehabilitation of the historic structure. This approximate two-year project completely gutted the interior to the exterior walls, incorporated a significant addition, rehabilitated the building envelope, upgraded all of the mechanicals and finished the building in a manner conducive to the current and future needs of the City of Sheboygan. Today the exterior of the structure maintains much of the original charm with the interior features being that of a modern, functional and energy efficient office building.

Another example of this type of project would be the Uptown Social Building. In this case, the City purchased a vacant supermarket building and completely rehabilitated the building into the current Uptown Social Center, a gathering place for active Senior Citizens. Like City Hall, all major components were updated including the exterior envelope.

Despite these impressive “makeovers” of buildings like City Hall and Uptown Social, the City is quite cognizant that proper maintenance, improvements and upgrades will be required in the future and understands that the need for proper planning for these activities is essential.

The City has included information in the attached spreadsheet which ranks or prioritizes the order in which the analysis should occur. This is based upon the age of the structure, current known conditions or needs requiring more immediate attention as well as the need to include funding in short term annual budget requests.

3. SCOPE OF SERVICES

As indicated, the City is issuing this RFP for the purposes of obtaining comprehensive forensic building evaluations (architectural, structural, mechanical, electrical, plumbing, etc.), corrective recommendations, budget estimates for corrective work and an estimated schedule for the completion of such work at all buildings listed on the attached spreadsheet. Any scheduled replacement of large-cost items, or recommendations to fully replace any buildings or facilities over the next 10-years should be included as well.

The assessment will include, but not be limited to, the following:

- (1) A survey of property components, systems and elements for evidence of significant physical deficiencies (i.e. defects, deferred maintenance, deterioration, failure, code violations), and discussion of each building’s equipment, amenity and functional capacities relative to similar/comparable facilities. Inspections will include, at minimum, evaluation of the following:

Structural Elements

- a) Each Building’s Envelope (condition of the Outer Shell, including Walls/Fenestration, Doors, Windows and Roof and related, sealants, gaskets etc.
- b) Structural Integrity, including Walls and Foundation
- c) Interior Walls, Ceilings, Flooring, Stairs, Carpeting
- d) 3-D Laser Scanning of structures, in particular masonry structures in an effort to detect out of plane movement.

Systems

- e) Mechanical Systems - HVAC, Exhaust, Ventilation, Controls and Instrumentation
- f) Electrical Systems, both interior and exterior, including Distribution and Lighting

- g) Plumbing Systems, both Interior and Exterior
- h) Elevator Systems
- i) Utilities/Energy Efficiency

Safety/Compliance

- j) Fire Suppression, Life Safety & Security
- k) Fire Alarm Systems
- l) Health Hazard Abatement (e.g. Lead, Asbestos, Mold, etc.)
- m) Traffic/Pedestrian Safety
- n) Americans with Disabilities Act (ADA) Accessibility
- o) Building Security and access control systems

Other

- p) Special Conditions and Other Equipment
- q) Interior Finish Elements
- r) Preventative Maintenance and the need for or lack thereof
- s) Signage

- 1) Estimates of required and/or recommended capital investments to include:
 - a) Investment needed to correct present observed deficiencies;
 - b) Appropriate prioritization and a replacement reserve analysis to determine capital investments needed to cover replacements of components and/or systems that may not contain present deficiencies, but that will reach the end of their useful life within a ten-year period. This section will also include discussion regarding building life spans/cycles, depreciation schedules for equipment, renovation and maintenance, and associated risks.
- 2) A property condition report (PCR) for each facility. Each PCR will include, at minimum, an executive summary, a condition summary table, a property data sheet, an analysis and tabulation of capital investments needed to correct observed deficiencies and a replace reserve analysis. This deliverable shall also include photographs to document existing conditions and to support identified costs estimates.
- 3) Identification of options for efficiency improvements, including the potential utilization of shared services, outsourcing, Grant funding availability or some other alternative.
- 4) An analysis to include the potential for sustainability improvements for the City's larger structures Such as the addition of Solar Energy systems which would include best practices for improvements to precede the installation of such systems.

Any known plans or drawings associated with the original construction and any subsequent renovations will be available for review by the successful professional firm. A representative from the City Facilities Maintenance Division will escort the selected firm through the buildings and provide access to mechanical rooms, roofs, and spaces necessary to complete the assessment.

Staff from the Facilities Maintenance Division of the Department of Public Works engaged in the Maintenance and upkeep of these structures are extremely knowledgeable of the various buildings and have a vast wealth of knowledge and expertise that can be shared with the consultant.

- 5) The completed report will provide a detailed analysis of the existing condition of each City-owned facility, and outline realistic options and estimates related to the improvement, renovation or replacement of each surveyed facility.
- 6) The Consultant shall develop a software database program into which all of the findings of the final report shall be loaded. The Program shall be Windows Based and able to operate in a Windows 11 and beyond network environment. The preferred database program can be of an open architecture platform such as MS Excel or MS Access or of a proprietary nature.

At a minimum the program shall:

- be password protected;
- have the ability to “track” changes;
- have the ability to transfer recommended improvements between budget years
- have a separate section for each structure on the spreadsheet
- possess the ability to add new buildings
- have the ability to run reports on a building-by- building basis
- have the ability to run reports on a “global” basis such as a report that shows all of the recommended repairs, improvements and upgrades for all buildings in calendar year 2027 as an example.
- have the ability to add additional repairs, modifications and improvements to any building that come to light in the next years that were not included in the initial findings.
- Have the ability to run a report by date ranges.
- Have the ability to run a report to show any recommended modifications, improvements and upgrades that were not performed in a given calendar year;
- Have the ability to issue a notice to the operator to indicate that based upon the current date, recommended improvements were not performed and that the operator needs to incorporate or transfer these improvements into the current or future budget year.
- Cost figures proposed shall be based upon current estimated costs for such improvements and those suggested for future years shall be adjusted accordingly for inflationary increases.
- Have the capability to prioritize the recommended actions based upon factors including severity of the issue, impact on operations, budgetary constraints and regulatory compliance.
- Have the capability to view photographs of assets, capture measurements and include detailed notes regarding the observed conditions including specific areas of concern, safety hazards and non-compliance with regulations.

3.1 Documentation

5.1 References, Performance, Litigations

Provide a list of governmental organizations/municipalities and/or clients with whom your firm has done similar business and/or has had similar contracts in size and scope within the last 5 years. Be specific and include the information in RFP Form E.

A) Disclosure of Contract Failures, Litigations

Disclose any alleged significant prior or ongoing product failures, contract breaches, any civil or criminal litigation or investigation pending which involves the firm or in which the firm or members thereof has been judged guilty of liable or which may affect the performance of the services to be rendered herein, in which the Firm, any of its employees, subcontractors, or sub consultants is or

has been involved in within the last three (3) years.

3.2 Background Information

A) Qualifications Overview / General Company Information

Provide a brief overview of the general products and services provided by your firm, including size of organization, description of organization structure, and number of years in business and experience in serving governmental entities. Demonstrate the firm's capability and evidence of your experience providing product equal to or greater in scope than those requested in this RFP.

4. PROPOSAL SUBMISSION INSTRUCTIONS

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content and cost effectiveness of the proposal. Proposals can be submitted by firms or partnering firms. Electronic proposals should be delivered to the City Purchasing Office at the address listed on page 1. Sealed proposals will be accepted until the proposal deadline of 1:00 p.m. on Friday, October 25, 2024

Based on the estimated value of the requested services, the City is soliciting costs. Nevertheless, the evaluation of experience and qualifications is also critically important. As such, the City will accept proposals containing both technical and price proposal information in a single document submission. Proposals should include:

- 1) A summary cover letter.
- 2) Documentation of the relative experience and qualifications of the proposing organization as it applies to the project's scope, including any specialized experience related to the project.
- 3) Designation of a firm principal who will be in charge of the project, as well as the primary staff who will conduct the study.
- 4) The resumes and detailed information on the proposed staff's experience and qualifications that will be utilized in performing the buildings/facilities assessment.
- 5) A client listing of other municipal government organizations (preferably Cities similar to Sheboygan for which building/facility assessments have been conducted within the past 5 years. Provide a brief description of the services performed, including contact information. The supply of contact information is authorization for the City to perform reference checks.
- 6) A summary listing of various cost-saving strategies that have been recommended by the proposer during previous consulting engagements, to include the subject jurisdiction and the estimated/actual amount of cost savings that was either recommended or achieved.
- 7) A timeline for completing the proposed assessment services, including estimate of hours, breakdown of hours by activity, number and type of meetings, description of study participants and estimated completion date. Proposers should confirm they are able to begin providing services to the City as soon as possible as well as a projected completion date for all buildings.

- 8) A price proposal. Please also include an estimate of reimbursable expenses and an hourly rate if additional or supplementary services are available.
- 9) Scope of work.
- 10) Data gathering methodology.
- 11) Any other information that the proposer feels applicable to the evaluation of their proposal or qualifications for accomplishing the services described herein. Proposers may suggest technical or procedural innovations that have been used successfully on other engagements and which may provide either benefit or better service delivery to the City.
 - a) Sample of Past reports performed for other agencies
 - b) Explanation or **examples** to convey or demonstrate the functionality of the proposed **electronic database** to be provided
 - c) An explanation of any and all anticipated future costs recommended or required to maintain the database information in a functional and reliable manner
 - d) If available please provide a link or other form of working demonstration of your Software program to provide insight into its functionality and ease of use.
- 12) Completed Forms Attached

One Electronic Copy of the final assessment report will be required by the City.

Completion of the study should also be inclusive of a possible presentation (likely at a public meeting in the evening). Expenses associated with preparing and supplying the reports and any presentation should be inclusive in proposal pricing.

Except for exempt materials, all proposals and information submitted by proposers will be available for viewing after the evaluation process is complete and a contract is awarded to the selected proposer(s). Any such request for information will be treated as public records requests.

Should your firm consider any portion of the final report or work product to be a “trade secret” that portion of the report must be clearly identified as such.

It is the sole responsibility of the firm to defend any claims of trade secret material. The City shall not be liable for the defense of any such claims.

5. PROJECT TIMEFRAME

The City will pursue the following schedule in selecting a consultant and executing this project:

Milestone	Completion
Request-for-Proposal Available	September 26, 2024
Deadline for Submittal of Questions Concerning RFP	October 16, 2024
Distribution of Responses to RFP Questions	October 22, 2024
Deadline for Submittal of RFP Proposals (1 Electronic)	October 25, 2024
Presentations (if Required)	TBD
Award of Contract to Recommended Consultant by Common Council	November 18, 2024
Consulting Agreement Executed; Project Commences	November 20, 2024

6. EVALUATION & SELECTION

Proposals will be evaluated based on experience completing facility operation and assessment reports for municipal governments or other like agencies, the experience and qualifications of the proposed staff that will administer the analysis, the quality and thoroughness of the proposal and references/recommendations from past clients. Experience with assessing and estimating required capital improvements for public facilities (e.g. police stations, fire stations, etc.) is preferred. Pricing will also receive substantial consideration in the process of determining which proposal(s) is/are the most advantageous based on the assessment of the proposal evaluation team.

Additional consideration will be given to the proposed software program, its functionality, ability to generate reports, flexibility and ease of use.

The City shall review all RFP proposals and may select one or more finalists for interviews. In addition, the evaluation team *may* require the submission of supplemental materials.

The successful contractor will be required to enter into an agreement for professional services with the City. Proposals may be withdrawn at any time, and withdrawal of a proposal will not prejudice the right of a proposer to file a new proposal.

The City of Sheboygan reserves the right to accept or reject any or all proposals, waive minor informalities, to cancel, delay or suspend all or any part of this RFP and to award a contract deemed to be in the best interests of the City.

Further, the City reserves the right to issue subsequent requests for proposals, postpone opening for its own convenience, remedy technical errors or waive non-material irregularities in the RFP process and negotiate with any, all or none of the Proposers.

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

RFP: Building Condition and Future Needs Survey

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

RFP: Building Condition and Future Needs Survey

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	
Appendix A: Standard Terms and Conditions	
Appendix B: Building Schedule	

COMPANY NAME

SIGNATURE

Form C: Vendor Profile

RFB: Building Condition and Future Needs Survey

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: Building Condition and Future Needs Survey

This form must be returned with your response.

We propose to provide a complete inspection and analysis of all City-owned structures on the attached spreadsheet including recommendations for both immediate and future improvements, expected or anticipated financial impacts of those improvements and additional related information. We will furthermore present to the City of Sheboygan a Final report of these findings. Finally, we will design, build and present to the City a software tool to “manage” these buildings over the ensuing ten-year period and provide specific individuals at the City with sufficient training in the use and operation of the software tool. The software tool shall possess all of the features and functionality necessary to allow the city to properly “manage” its buildings in a manner that is satisfactory to the City.

We propose to complete all of the required work including all labor, travel, materials, technology, tools, equipment, final reports and software management tools and training at a cost of:

\$ _____

_____ Thousand _____ Hundred

_____ Dollars and _____ Cents

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 project activities to begin within _____ WEEKS following execution of the contract between the parties.

COMPANY NAME

SIGNATURE

DATE

Form E: References

RFP: Building Condition and Future Needs Survey

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			

Exhibit 1A

Location	Street1	Building Description	SQFT	Year Built	Stories	TYPE	MATL:	ROOF
Municipal Service Building	2026 NEW JERSEY AVENUE	Public Works Admin.Offices, Vehicle Storage, Heavy Vehicle Maint. Facility, Res. Drop off site	121,198	1965	1	1-A	Steel	BUR/Poly
Mead Public Library	710 N. 8th Street	Public library, Public meeting space,Admin Offices, Storage	96,126	1975	3	1-A	Masonry	BUR/Metal
Uptown Social Building	1817 North 8th Street	Senior Activity Center, Building was recently Major Remodeled in last few Years	71,000	1990	1	1-A	Masonry	BUR
Shoreline Metro Main Headquarters Facility	608 SOUTH COMMERCE STREET	Offices, Vehicle Maintenance, Vehicle Storage Facility	39,315	1975	1	1-A	Steel	BUR
Sheboygan City Hall	828 CENTER AVENUE	City Administration Offices, Building Completely Remodeled in 2019 including mechanicals	37,320	1917	3	1-A	Masonry	BUR
Police Department	1315 North 23rd Street	Police Department including offices, facilities, backup emergency dispatch center	34,687	2008	1	1-B	Steel	BUR
Wastewater Administration Building	3333 LAKESHORE DRIVE	Admin Building Including Offices, Lab, Plant Control Room, Maintenance Shops, Showers	33,802	1980	1	1-A	Masonry	BUR
Fire Station # 3	1326 N 25TH STREET	HQ Fire Station, 4 Apparatus Bays, Offices, Living Quarters, Training Space, Veh Maint.		1971	2	1-A	Masonry	BUR
Maywood Main Building	3615 Mueller Road	Former Home of Park Namesake, Offices, Programming Spaces, Gift Shop, Observation Deck	22,360	1974	1	III-A	Masonry/Wood	Asph Shgl/Shake
Wastewater Digestion Building # 2	3333 LAKESHORE DRIVE	Building Housing Wastewater Digestion Equipment	21,067	1980	1	1-A	Masonry	BUR
Wastewater Dryer Building	3333 LAKESHORE DRIVE	Building Housing Wastewater Sludge Dryer System including Conveyor, Silo and Truck Scale	19,797	1980	1	1-A	Masonry	BUR
WasteWater Digester Building #1	3333 LAKESHORE DRIVE	Building Housing Wastewater Digestion Equipment	18,939	1930	1	1-A	Masonry	BUR
Former Senior Center	428 Wisconsin Avenue	Former Sr. Center, Vacant currently, Former grade school, Future TBD		1969	1	II-A	Masonry	BUR
Fire Station # 1	833 New York Avenue	Historic Two Story Fire Station, Two Apparatus Garage Bays, Living Quarters	13,002	1907	2	1-B	Masonry	BUR
Former Highway Dept. Building-Storage	1211 North 23rd Street	Storage Building-Unheated		1960	1	1-A	Steel	Steel
Wastewater Press Building	3333 Lakeshore Drive	Building Housing Sludge Dewatering Press and related Mechanicals	11,304	1980	1	1-A	Masonry	BUR
Fire Station # 4	2622 North 15th Street	Fire Station, Two Apparatus Bays, Living Quarters with Partial Basement	11,162	1988	3	II-A	Masonry	BUR
Wastewater Pump Building	3333 LAKESHORE DRIVE	Building Housing Pumps to transfer effluent from the influent building to next stages in the process	10,607	1980	1	1-A	Masonry	BUR
Police Department Vehicle Garage	1315 NORTH 23RD STREET	Garage attached to the Police Station	10,517	2008	1	1-B	Steel	BUR
Harbor Centre Marina	821 BROUGHTON DRIVE	Marina Administration Building, Offices, Restroom and Shower Facilities		2004	1	II-A	Wood	Steel
Fire Station# 2	2413 South 18th Street	Fire Station, Two Apparatus Bays, Living Quarters with partial Basement		1980	1	II-A	masonry	Asph Shgl/Shake
Fire Station # 5	4504 SOUTH 18TH STREET	Fire Station, Two Apparatus Bays, Living Quarters with partial Basement	7,004	2006	1	III-A	Wood	Asph Shgl/Shake
Municipal Service Building-Police Impound	2026 NEW JERSEY AVENUE	Secure Evidence Impound Building with water, heat and power	6,680	1990	1	1-B	Steel	Steel
Butzen Sports Complex Horse Barn	3936 S Business Dr	Agricultural Steel Building once used as a Horse Barn	6,200	1975	1	1-B	Steel	Steel
Municipal service Building- Salt Shed	2026 NEW JERSEY AVENUE	Road Salt Storage Shed, Unheated, Has Lighting/Power	6,000	2019	1	V-A	Wood	Asph Shgl/Shake
Kiwanis Park Fieldhouse	511 Kiwanis Park Drive	Event Space, Kitchen, Bathrooms, Regularly Rented,Fireplace	5,586	1924	1	III-A	Masonry	Asph Shgl/Shake
Jaycee Quarry View Park Pavillion	3401 CALUMET DRIVE	Quarry Park Pavillion, Conference Space, Showers/Restrooms, Can Be rented	5,000	1979	1	II-A	Masonry/Steel	BUR
Butzen Sports Complex Pole Building	3936 S Business Dr	Agricultural Pole Barn used for General Storage	5,000	1970	1	1-B	Steel	Steel
Poth Farm Buildings	1920 STAHL ROAD	Old Farmhouse and Shed, Unoccupied and Boarded Up, will eventually be demolished		1900	1	II-A	Masonry	Asph Shgl/Shake
Municipal I Service Building-Cold Storage	2026 NEW JERSEY AVENUE	Cold Equip. Storage Building- with lighting	4,100	1985	1	II-A	Steel	Steel
Wastewater South Blower Building	3333 LAKESHORE DRIVE	Blower Building Serving South Aeration Basins and Housing Aeration Blowers	3,674	1980	1	1-A	Masonry	BUR
Wastewater North Aeration Building	3333 LAKESHORE DRIVE	Blower Building seving North Aeration Basisns and Housing Aeration Blowers	3,674	1980	1	1-A	Masonry	BUR
Southside Pump Station	1218 S. 7th Street	Wastewater Southside Pump Station inclung Pumps, Generator and Mechanicals	3,500	1914	1	1-A	Masonry	BUR
North Maywood Pole Barn	3616 Mueller Road	Agricultural Pole Barn, Metal sided, General Storage Use	3,360	1980	1	1-B	Steel	Steel
Fire Station # 3 Training Building	1326 N 25TH STREET	Sharp Training Facility, Garage Spaces, Storage of Equip., Training Venue		2000	2	II-A	Masonry	Asph Shgl/Shake
King Park Pavillion	1601 S 7TH ST	Park Pavillion, Conference Space, Public Restrooms, can be rented	2,560	2009	1	II-A	Masonry/Wood	Asph Shgl/Shake
Wastewater Influent Building	3333 LAKESHORE DRIVE	Building Housing Plant Influent Chambers, Pumps, Piping and Mechanicals	2,500	1997	1	1-A	Masonry	BUR
Deland Park Community Center	901 BROUGHTON DRIVE	Community Center, Restrooms, Kitchenette, Can Be rented, East End of Park North of Marina Admin Bldg	2,336	1994	1	II-a	Masonry/wood	Asph Shgl/Shake
Roosevelt Park Pavillion	South 12th & Mead Avenue	Main Pavillion with Water, Heat, Bathroom Facilities, Can be Rented	2,240	1980	1	II-a	Masonry/Wood	Asph Shgl/Shake
Softball Wildwood Picnic Pavillion	2313 New Jersey Avenue	Open Air Picnic Pavillion for Softball Complex next to admin Building	2,100	2010	1	V-A	Wood	Asph Shgl/Shake
Harbor Centre Marina	619 BROUGHTON DRIVE	YOUTH BOATING FACILITY	2,000	2004	1	1-B	Wood	Steel
Deland Park Beach House	825 BROUGHTON DRIVE	Beach House and Restroom Facility Between Broughton Drive and Beach	1,978	1985	1	II-A	Masonry.Wood	BUR
Cemetary Maintenance Building	Wildwood Avenue	Structure housing Maintenance Equipmet and tools for Cemetary	1,920	1920	2	II-A	Masonry	BUR
North Lift Station	2645 BLACKSTOCK AVENUE	Structure Housing Generator and Lift Station Pumps	1,905	1980	1	III-A	Masonry/Wood	Asph Shgl/Shake
Deland Park Park Maintenance Building	825 BROUGHTON DRIVE	Park Maintenance Building for Storage of Vehicles, Tools and Equipment North of Tennis Courts	1,800	2019	1	1-B	Steel	Steel
End Park Shelter House	13TH AND LOS ANGELES AVENUE	Park/Picnic Shelter at End Park, can be rented by Public	1,650	2005	1	III-A	Wood	Asph Shgl/Shake
Deland Park Richardson Shelter	825 BROUGHTON DRIVE	Open Air Picnic Shelter with Restrooms just north of the Tennis Courts	1,648	1985	1	III-a	Wood	Asph Shgl/Shake
Fountain Park Band Shell	N. 9th Street and Ontario Avenue	Band Shell Structure with Public Restroom Facilities	1,624	1940	1	II-A	Masonry	Rubber
Shoreline Metro Bus Transfer Point	North 9th Street and Pennsylvania Ave	Bus Transfer Terminal with Offices/Rest rooms and shelters for patrons	1,600	2005	1	II-A	Masonry	Steel
Wastewater Electrical Switchgear Building	3333 LAKESHORE DRIVE	Building Housing Main Electrical Switchgear for the entire Wastewater complex	1,600	2019	1	1-A	Steel	Steel
North Maywood Dairy Barn	3616 Mueller Road	Former Dairy Barn, with Loft, North of Mueller Road, general storage use	1,500	1950	1	V-B	Wood	Asph Shgl/Shake
Vollrath Park Comfort Station	Park Avenue and N. 2nd Street	Bathroom Facilities Serving Vollrath Park	1,485	1980	1	II-A	Masonry/wood	Asph Shgl/Shake
Softball Wildwood East Storage Garage	2313 New Jersey Avenue	Storage Garage at East End of Park near playground	1,400	1975	1	V-B	wood	Asph Shgl/Shake
Cole Park Comfort Station	1700 North 3rd Street	Comfort Station Restroom Facility for Cole Park	1,350	1980	1	II-A	Masonry/Wood	Asph Shgl/Shake
Deland Park Deland Home Pavillion	4TH STREET AND ERIE AVENUE	Historic Home of Parks Namesake, Facility can be rented for smaller Gatherings	1,320	1920	1	IV	Wood	Asph Shgl/Shake
North Maywood Three Car Garage	3616 Mueller Road	3 Car GarageE-North of Mueller Road, Maintenenace Storage	1,280	1970	1	V-B	Wood	Asph Shgl/Shake
Wildwood Press Building	New Jersey and Wildwood Ave	Press Box and Bleacher Structure including Mechanical Room for Field Light controls	1,280	1997	2	II-A	Masonry/Steel	Steel
Shoreline Metro Detached Storage Building	608 SOUTH COMMERCE STREET	Unheated Storage Facility with minimal Electrical power	1,250	2000	1	II-A	Steel	Steel

North Maywood Four Car Garage	3616 Mueller Road		4-Car Garage, Metal Roof, North of Mueller Road	1,250	1980	1	V-B	Wood	Asph Shgl/Shake
Nelesens Fish Shanty	715 RIVERFRONT DRIVE		Historic Fish Shanty, Long Term leased, Power, water, Heat	1,250	1948	1	V-B	Wood	Asph Shgl/Shake
South Pier Fish Cleaning Station and Bathroom	South Pier Drive		Fish Cleaning Station and Public Bathroom Facility West end of South Pier Drive	1,248	2005	1	III-A	Wood/masonry	Asph Shgl/Shake
Eighth Street Drawbridge Building	911 SOUTH 8TH STREET		Draw Bridge Control Structure and Equipment on the East Side of the Bridge	1,200	2005	3	1-B	Masonry	BUR
Maywood Large Garage	3615 Mueller Road		Larger Garage used for storage of Park Maint. And Programmung Equipment	1,200	1974	1	V-B	Wood	Asph Shgl/Shake
Softball Wildwood Administration Building	2313 New Jersey Avenue		Main Admin Building For Softball Complex	1,200	1970	2	III-A	Wood	Asph Shgl/Shake
Kiwanis Park Area # 8 Shelter	Kiwanis Park Drive		Open Air Picnic Shelter South of Biergarten, used infrequently but able to be rented	1,133	1990	1	V-B	Wood	Asph Shgl/Shake
Cleveland Park Shelter House	2321 Geele Avenue		Park/Picnic Shelter at Cleveland Park, can be rented by Public	1,128	1956	1	II-A	Masonry/Wood	Asph Shgl/Shake
Wildwood Storage Building	605 S. Wildwood Avenue		Storage Building for Parks Dept at North end of Sheboygan A's Park	1,126	1962	1	III-B	Wood	Asph Shgl/Shake
Cemetary Storage Garage	Evans Avenue		Storage Garage Housing Maintenance Tools and Equipment	1,071	1980	1	II-A	Masonry.Wood	Asph Shgl/Shake
Evergreen Park Area # 4 Shelter House	Evergreen Park Drive		Shelter House in Picnic Area # 4 at Evergreen Park, can be rented	975	1990	1	III-A	Wood/masonry	Asph Shgl/Shake
Wastewater Harvester Building	3333 LAKESHORE DRIVE		Building Housing Pumping and Valve Equipment servicing the Harvester Sludge Storage Tanks	960	2002	1	1-A	Masonry	BUR
North Maywood Equipment Shed	3616 Mueller Road		Large Equipment Shed, North of Mueller Road, General Storage Use	945	1980	1	V-B	Wood	Metal
Harbor Centre Marina	821 BROUGHTON DRIVE		Building housing Swim Pool Equipment and supplies adjacent to Admin. Bldg		2004	1	II-A	Wood	Steel
Wastewater Bleach Building	3333 LAKESHORE DRIVE		Building Housing Bleach Distribution and infusion equipment	900	1980	1	II-A	Steel	Steel
Wildwood Comfort Station	New Jersey and Wildwood Ave		Restroom Facility for Sheboygan A's Park	897	1980	1	III-A	masonry/wood	Asph Shgl/Shake
Cleveland Park Pavillion	2321 Geele Avenue		Open Air Picnic Pavillion in Cleveland Park	864	2013	1	V-B	Wood	Asph Shgl/Shake
Optimist Park Picnic Pavillion	2004 Carmen Ave		Open Air Picnic Shelter	864	2013	1	V-B	Wood	Asph Shgl/Shake
Veterans Park Picnic Pavillion	2220 Union Ave		Open Sided Picnic Pavillion serving Veterans Park	864	2013	1	V-B	Wood	Asph Shgl/Shake
Evergreen Park Area # 5 Shelter House	Hwy 42 North of Pigeon River		Picnic Shelter with Rest Room Facilities for Area # 5 North and West of the River	846	1980	1	II-A	Masonry/Wood	Asph Shgl/Shake
Deland Park Fish Cleaning Station/Restrooms	825 BROUGHTON DRIVE		Fish Cleaning Station and Restrooms in Parking Lot Adjacent to Boat Launch Facility	801	1980	1	II-A	Masonry/Wood	BUR
Evergreen Park Area # 2 "Grace" Pavillion	Evergreen Park Drive		Picnic Pavillion for Picnic Area # 2 at Evergreen Park, can be rented	800	1980	1	II-A	Masonry/Wood	Asph Shgl/Shake
Harbor Centre Marina	821 BROUGHTON DRIVE		Fuel Dock Attendant Building adjacent to Boat Launch, Fuel Metering Equipment inside		2004	1	II-A	Wood	Steel
Evergreen Park Area # 1 Comfort Station	Evergreen Park Drive		Comfort Station for Evergreen Park Picnic Area # 1 ,	720	2001	1	II-A	Masonry.Wood	Asph Shgl/Shake
Kiwanis Park Area # 8 Comfort Station	Kiwanis Park Drive		Comfort Station/Shelter Combination/Bathrooms/Maint. Storage	720	2000	1	II-A	Masonry/Wood	Asph Shgl/Shake
Maywood Small Garage	3615 Mueller Road		Smaller Garage, Maple Sugar "Shack" and General Storage for the Park	712	1974	1	V-B	Wood	Asph Shgl/Shake
Evergreen Park Area # 1 Beer Stand	Evergreen Park Drive		Enclosed Beer Stand for Picnic Area #1 in Evergreen Park, can be rented	668	1917	1	V-B	Wood	Asph Shgl/Shake
Evergreen Park Area # 4 Comfort Station	Evergreen Park Drive		Comfort Station Restroom Facility for Evergreen Park Picnic Area # 4	656	1980	1	II-A	Masonry/Wood	Asph Shgl/Shake
South Pier East Comfort Station	South Pier Drive		Public Bathroom Facility at East End of S. Pier Drive Near Roundabout	598	2000	1	III-A	Wood	Steel
Indiana Avenue Lift Station	2827 Indiana Avenue		Structure housing Generator and Sub-Grade Lift Station	595	1997	1	II-A	Steel	Steel
Softball Complex Ticket Stand	2313 New Jersey Avenue		Ticket Stand Structure	576	1990	1	III-a	Wood	Asph Shgl/Shake
Lakeview Park Shelter	Lakeshore Drive and Lakeview Park Rd.		Comfort Station, Picnic Shelter Combination, Bathrooms, Maint. Storage	560	1980	1	III-a	Masonry/Wood	Asph Shgl/Shake
Kiwanis Park Area # 8 Concession Stand	Kiwanis Park Drive		Concession Stand, Water, Power No Bathrooms	558	1980	1	III-A	masonry/wood	Asph Shgl/Shake
North Maywood Equipment Shed	3616 Mueller Road		Smaller Equipment Shed, North of Mueller Road, general Storage Use	556	1980	1	V-B	Wood	Asph Shgl/Shake
Wastewater Police Dept. Shooting Range Building	3333 LAKESHORE DRIVE		Storage Building Adjacent to Police Shooting Range	520	2005	1	III-A	Masonry/Wood	Asph Shgl/Shake
Wildwood Concessions Building	New Jersey and Wildwood Ave		Concession Stand for Sheboygan A's Park	520	1981	0	II-A	Steel	Steel
Wildwood Storage Garage	New Jersey and Wildwood Ave		Garage for Storage of Park Maintenance for Sheboygan A's Park	520	1970	1	V-B	Wood	Asph Shgl/Shake
End Park Comfort Station	13TH STREET AND LOS ANGELES AVENUE		Comfort Station for use by the Public	513	2003	1	III-A	Masonry/Wood	Asph Shgl/Shake
Evergreen Park Shaw Family Playground	Evergreen Park Drive		Shelter and Rest Room Facilities Servicing the Shaw Family Playground	500	2018	0	III-A	Masonry/Wood	Asph Shgl/Shake
Vollrath Park Concession Stand	Park Avenue		Concession Stand commonly called "The Shack"	500	1980	1	V-B	Wood	Asph Shgl/Shake
Wildwood Garage	2328 Wildwood Ave		Garage	484	2000	1	V-B	Wood	Asph Shgl/Shake
Evergreen Park Area # 5 Comfort Station	Hwy 42 North of Pigeon River		Comfort Station Restroom Facility for Evergreen Park Picnic Area # 5	481	1974	1	III-A	Masonry/Wood	Asph Shgl/Shake
Veterans Park Comfort Station	2220 Union Ave		Comfort Station/Restrooms serving Veterans Park	480	2013	1	III-A	Masonry/Woof	Asph Shgl/Shake
Cleveland Park Comfort Station	2321 Geele Ave		Comfort Station Restroom Facility for Cleveland Park	420	2013	1	III-A	Masonry/Wood	Asph Shgl/Shake
Optimist Park Comfort Station	2004 Carmen Ave		Restroom Facility/Comfort Station for Optimist Park	420	2013	1	III-A	Masonry/Wood	Asph Shgl/Shake
Cole Park Pavillion	1700 North 3rd Street		Open Air Picnic Pavillion in Cole Park	408	1980	1	V-B	Wood	Asph Shgl/Shake
ROTARY RIVERVIEW PARK	Riverfront Drive/6th Street		Comfort Station	400	1980	1	III-A	Masonry/Wood	Asph Shgl/Shake
Wildwood Picnic Pavillion	New Jersey and Wildwood Ave		Open Air Picnic Pavillion for Sheboygan A's Park	400	1990	1	V-B	Wood	Asph Shgl/Shake
Wildwood Dugout	New Jersey and Wildwood Ave		Dugout Structure with roof for Sheboygan A's Park	250	2011	1	II-A	Masonry	Masonry
Wildwood Dugout	New Jersey and Wildwood Ave		Dugout Structure with roof for Sheboygan A's Park	250	2011	1	II-A	Masonry	Masonry
Softball Wildwood Baseball Dugout	2313 New Jersey Avenue		Dugout Structure for Softball Field # 1	250	2005	1	II-A	Masonry	Masonry
Softball Wildwood Baseball Dugout	2313 New Jersey Avenue		Dugout Structure for Softball Field # 1	250	2005	1	II-A	Masonry	Masonry
Softball Wildwood Baseball Dugout	2313 New Jersey Avenue		Dugout Structure for Softball Field # 2	250	2005	0	II-A	Masonry	Masonry
Softball Wildwood Baseball Dugout	2313 New Jersey Avenue		Dugout Structure for Softball Field # 2	250	2005	1	II-A	Masonry	Masonry
Softball Wildwood Baseball Dugout	2313 New Jersey Avenue		Dugout Structure for Softball Field # 3	250	2005	1	II-A	Masonry	Masonry
Softball Wildwood Baseball Dugout	2313 New Jersey Avenue		Dugout Structure for Softball Field # 3	250	2005	0	II-A	Masonry	Masonry
Evergreen Park Area # 1 Tool House	Evergreen Park Drive		Park Maintenance Tool and Equipment Storage Building	192	1950	1	III-A	Masonry	Asph Shgl/Shake
North Point Overlook Shelter	2nd Street and Park Avenue		Open Air Park Shelter	150	2005	1	V-B	Wood	Steel
Softball Complex Sprinkler House	2313 New Jersey Avenue		Building Housing Irrigation Sprinkler Mechanicals	120	2005	1	III-A	Wood	Asph Shgl/Shake
Softball Complex Ticket Stand	2313 New Jersey Avenue		Ticket Stand Structure	110	2008	1	V-B	Wood	Asph Shgl/Shake

Softball Complex West Storage Garage	2313 New Jersey Avenue		Ticket Stand Structure	110	2008	1	V-B	Wood	Asph Shgl/Shake
Vollrath Park Lighting Control Structure	East end of Vollrath "Bowl"		Houses Lighting Controls/Electrical for the Vollrath Park complex	100	1980	1	III-A	Wood/masonry	Asph Shgl/Shake
Softball Complex Storage Shed	2313 New Jersey Avenue		Storage Shed	96	1998	1	V-B	Wood	Asph Shgl/Shake
Roosevelt Park Lighting Control Building	South 12th & Mead Avenue		Houses Lighting Controls for Ball fields and Park	80	1980		III-A	Wood/Masonry	Asph Shgl/Shake

710,272

- Priority
- Secondary
- Disregard

Construction Types - Definitions

TYPE I-A--Fire Resistive Non-combustible (Commonly found in high-rise buildings and Group I occupancies).

- 3 Hr. Exterior Walls*
- 3 Hr. Structural Frame
- 2 Hr. Floor/Ceiling Assembly
- 1 ½ Hr. Roof Protection

TYPE I-B--Fire Resistive Non-Combustible (Commonly found in mid-rise office & Group R buildings).

- 2 Hr. Exterior Walls*
- 2 Hr. Structural Frame
- 2 Hr. Ceiling/Floor Separation
- 1 Hr. Ceiling/Roof Assembly

TYPE II-A--Protected Non-Combustible (Commonly found in newer school buildings).

- 1 Hr. Exterior Walls
- 1 Hr. Structural Frame
- 1 Hr. Floor/Ceiling/Roof Protection

TYPE II-B--Unprotected Non-Combustible (Most common type of non-combustible construction used in commercial buildings).

Building constructed of non-combustible materials but these materials have no fire resistance.

TYPE III-A--Protected Combustible (Also known as "ordinary" construction with brick or block walls and a wooden roof or floor assembly which is 1 hour fire protected).

- 2 Hr. Exterior Walls*
- 1 Hr. Structural Frame
- 1 Hr. Floor/Ceiling/Roof Protection

TYPE III-B--Unprotected Combustible (Also known as "ordinary" construction; has brick or block walls with a wooden roof or floor assembly which is not protected against fire. These buildings are frequently found in "warehouse" districts of older cities.)

- 2 Hr. Exterior Walls*
- No fire resistance for structural frame, floors, ceilings, or roofs.

TYPE IV--Heavy Timber (also known as "mill" construction; to qualify all wooden members must have a minimum nominal dimension of 8 inches.)

- 2 Hr. Exterior Walls*
- 1 Hr. Structural Frame or Heavy Timber
- Heavy Timber Floor/Ceiling/Roof Assemblies

TYPE V-A--Protected Wood Frame (Commonly used in the construction of newer apartment buildings; there is no exposed wood visible.)

- 1 Hr. Exterior Walls
- 1 Hr. Structural Frame
- 1 Hr. Floor/Ceiling/Roof

TYPE V-B--Unprotected Wood Frame (Examples of Type V-N construction are single family homes and garages. They often have exposed wood so there is no fire resistance.)

- Note exceptions in the building code for fire resistance ratings of exterior walls and opening protection.



Request for Proposals

Building Condition Assessments &
Future Needs Survey
2058-24

City of Sheboygan

October 31, 2024

CONCORD
GROUP

1000 North Water Street
Suite 1550
Milwaukee, WI 53202
Justin Johnson
jjohnson@concord-cc.com

www.concord-cc.com

October 31, 2024

Bernard Rammer
828 Center Avenue
Sheboygan, WI 53081

Re: Request for Proposals – City of Sheboygan 2058-24 – Building Condition Assessment & Future Needs Survey

Dear Mr. Rammer,

The Concord Group (Concord) is pleased to present a proposal to conduct accurate and comprehensive assessments of the City of Sheboygan's buildings and facilities. Concord will lead the efforts on the Facility Condition Assessment (FCA) with the support of strategic partners **ZS LLC (ZS) and IBC Engineering**.

ZS is an architectural engineering firm specializing in structural engineering, building enclosure consulting, building exterior access/fall protection consulting, building information management (BIM) services, and forensic engineering. They will be responsible for the structural evaluations and building envelope.

IBC Engineering is an award-winning engineering firm based in Wisconsin with over 30 years of experience. They offer a full range of services, from energy modeling and daylighting analysis to the fully integrated design of multi-million-dollar construction projects. They will review electrical, HVAC, plumbing, and low-voltage systems.

Together, we are eager and committed to assisting your team in thoroughly understanding your facilities. We aim to develop a comprehensive guide for budgeting and prioritizing maintenance and general capital replacement projects for long-term planning related to useful life.

With our team, you benefit from several key differentiators that set us apart from our competitors:

Extensive Qualifications and Experience. Our proposed team has significant experience providing FCAs throughout the country. Our assessment team is comprised of architects, engineers, and specialty consultants, so our approach isn't set out to merely collect inventory. Still, it will provide in-depth guidance on solutions to issues and predictive building modifications.

Our Digitized Approach with Facility Assessment Condition Toolset (FACTs). As a customizable dashboard, each project application can be tailored to meet the client's needs. This programmable nature enables the best result when working with the assessment data for capital planning and generating a realistic plan for each facility. Each page on the dashboard is dedicated to specific metrics to help grasp the current building condition. FACTs generates a clear picture of overall building conditions, key building metrics, and capital cost projections. The platform enables clients to take control of their facilities, develop a genuine capital plan, and manage their facilities.

Concord's Comprehensive FCA Methodology. Our process provides a foundation for capital planning to help you make the best decisions to optimize your facilities' reliability and overall performance. This FCA effort will provide you with a thorough understanding of your facility's near- and long-term capital planning needs. Using non-invasive, non-destructive testing and observation methods, our FCA consists of four key processes:

- **LEARN:** Documentation review and interviews with key on-site personnel.
- **AUDIT:** An expert field observer with a thorough understanding of facility systems will conduct a walk-through survey.
- **ANALYZE:** Prepare opinions of probable cost and action to address and remedy physical deficiencies.
- **REPORT:** Provide FCA report with strategic prioritizations that align with the City's core planning needs.

Proposed Schedule and Timeline. We have an efficient and in-depth process to meet the project schedule demands and align with the guiding principles of the project. Our team's office locations and streamlined approach through FACTs will allow a quick and seamless transition to a successful operation.

We look forward to the opportunity to discuss our experience and qualifications in further detail.

Sincerely,



Eamon Ryan
Chief Operating Officer
eryan@concord-cc.com



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**Background Information/
Contract Failures,
Litigations**

The image shows two white hard hats resting on a dark wooden table. The hard hat in the foreground is in sharp focus, while the one behind it is slightly blurred. Both hard hats feature the 'CONCORD GROUP' logo in blue, which consists of the word 'CONCORD' in a large, bold, sans-serif font, a horizontal line, and the word 'GROUP' in a smaller, bold, sans-serif font below it. The background is a brightly lit office hallway with a drop ceiling and recessed fluorescent lights. A semi-transparent blue vertical bar is overlaid on the left side of the image, containing the text 'Background Information/ Contract Failures, Litigations' in white, bold, sans-serif font.

**CONCORD
— GROUP —**

CONC



The Concord Group (Concord) was founded in 1996 and has provided professional development and construction consulting services for over 28 years to municipalities and other governmental agencies, higher education institutions, healthcare organizations, and the private commercial sector on high profile and complex projects. During this time, our staff has grown to over 70 professionals with expertise in Facility Condition Assessments (FCA), Owner's Representation (OR), Cost Management Schedule Management, Commissioning and Sustainability Management.

Concord offers complete FCA services in accordance with ASTM standards for property owners and real estate investors nationwide. Our objective is to assess and document the condition of the property and to prepare an accurate cost estimate of the efforts necessary to restore the property to a usable condition for its intended use.

The FCA is a valuable tool for lenders and investors before either acquisition or disposition of real property. The process consists of a visual and non-destructive assessment of the main components of the building. The report includes a description of the existing physical components, and a detailed analysis of the current conditions in need of repair. The associated repair costs are tabulated in immediate, five- and ten-year projections of anticipated major capital costs which is documented in a report that includes extensive documentation.

Owner's Representation

We provide OR services for all phases of our clients' projects. We can assist in project feasibility planning, selection of the project delivery method and recommend prudent strategies for a successful project outcome. We monitor the design and construction process, interact with regulatory agencies, review and recommend bid awards, coordinate all specialty consultants and vendors, review on-site progress and quality control and oversee the entire development process through to final completion.

Cost Management

Concord provides a comprehensive approach to Cost Management that reduces the risk of project cost overruns. We achieve this by integrating our multi-disciplined staff of estimators, mechanical and electrical engineers, quantity surveyors and construction management personnel with our state-of-the-art estimating software and technology.

Schedule Management

Our comprehensive approach to schedule management enables us to establish realistic project schedules that can be managed to. Our schedule management tools and systems allows us to provide detailed reviews of the construction manager's schedules throughout the duration of the project to reduce the risk of project schedule overruns.

Commissioning

Commissioning is an essential part of our integrated project delivery. Our commissioning, re-commissioning, and retro-commissioning services include, but are not limited to, new construction, modernization projects, and existing buildings and facilities. Our commissioning expertise is derived from an extensive history of delivering high performance design, building, operating and maintaining services to clients across business sectors.

Warranty period commissioning activities vary widely from project-to-project, depending primarily on the priorities, past experiences and budget of the building owner. Commissioning tasks, leading up to and including final verification tests and training, minimize system operational problems during the first year of occupancy (and throughout the life of the building).

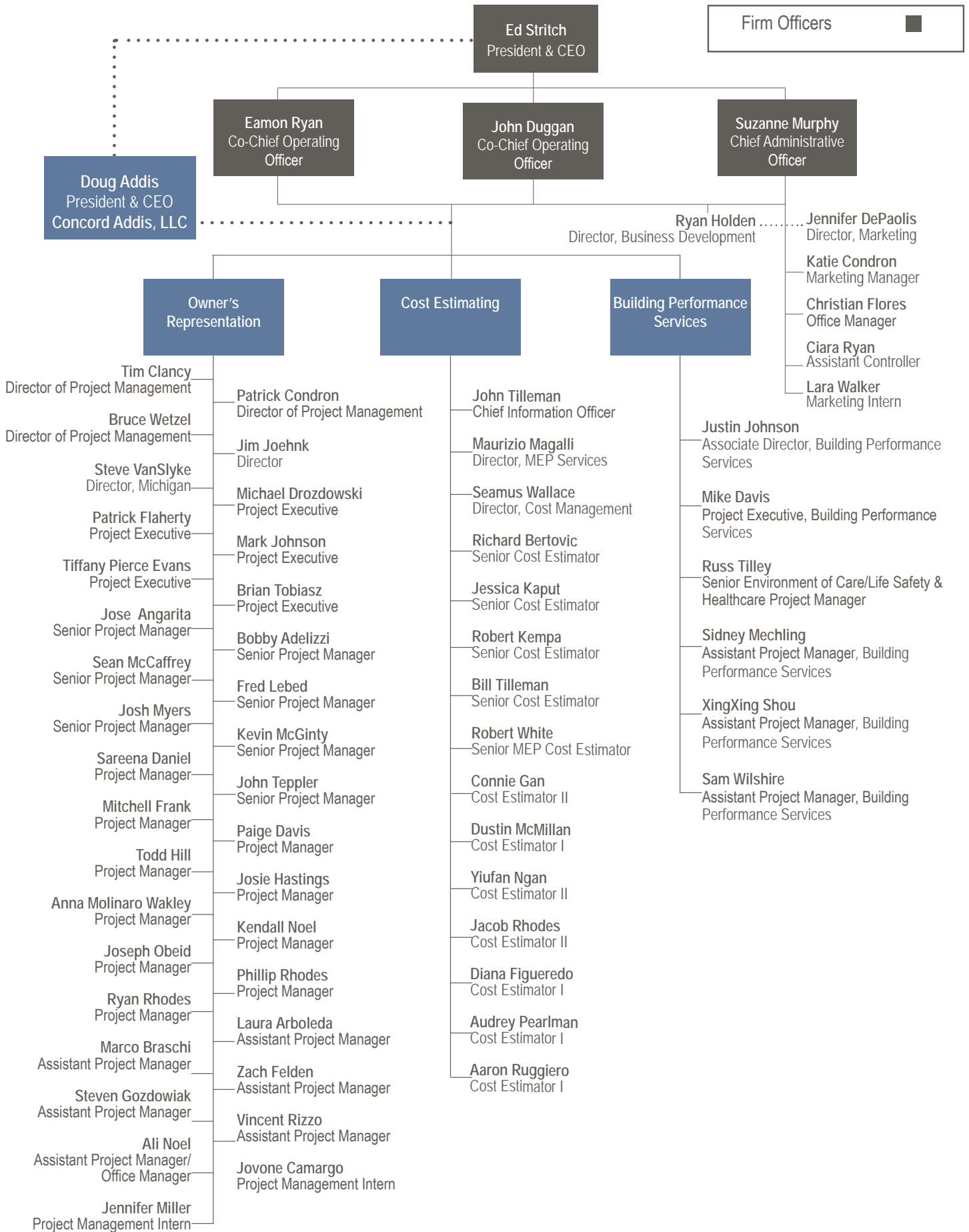
Sustainability Management

In response to the growing demand for more efficient, sustainable construction, Concord offers a scope of Sustainable Management services to assist our clients to better plan, design and operate their facilities from a sustainable focus. We assist our clients with exploring sustainability planning, developing de-carbonization strategies, and navigating available financial incentives, investment opportunities and carbon offsetting.

Disclosures of Contract Failures, Litigations

Concord does not have any contract breaches or failures, nor do we have any pending civil or criminal litigations or investigations.

Organizational Structure



Experience in Serving Governmental Entities

We have provided services on various project types, including police and fire stations, city/village halls, roadways, transit, river walk/pedestrian corridors, business parks, jails, conference centers, schools, parks/marinas, and many more public building types. We have the staff with the correct skill sets who understand how to work towards achieving the Owner's goals and objectives daily.

Below is a list of municipalities/public sector projects for which we have provided services over the last several years.



City of Whitehall
Police Department



East Moline Public Library



Milwaukee Streetcar



Brown County Jail



City of Racine, Lincoln-King Clinic &
Community Center



Milwaukee County Center for
Forensic Science



Milwaukee Public Library



City of Brookfield
Conference Center



Village of Bedford Park
Wintrust Sports Complex



City of Chicago
Millennium Park



Chicago Park District



Chicago Public Schools

2.

Relative Experience & Qualifications





Location

Elmwood Park, IL

Size

89,000 SF

Cost

\$25,000

Dates Involved

2023

Scope

Facility Condition Assessment & Cost Estimating Services

Contact

Dino Braglia
Director of Infrastructure
Village of Elmwood Park
708.452.3941
dbraglia@elmwoodpark.org



**Village of Elmwood Park
Facility Condition Assessment**

The Village of Elmwood Park engaged Concord to conduct FCA's using our data collector app and digital dashboard, FACTs. The assessment included substructure and superstructure, exterior enclosure, interior construction and finishes, building systems (MEP, Elevators, and Fire Protection), and ADA compliance. Eight (8) buildings were included in the assessment.

A customized approach and delivery tailored to the client's building requirements provide a roadmap for short-term repairs and an accurate capital plan for the next 20 years. The data collected and displayed in the digital dashboard can be adjusted to prioritize assets and reflect bids and schedules of capital projects when they are started and completed.



Location

Racine, WI

Size

741,505 SF

Cost

\$195,000

Dates Involved

2021

Scope

Facility Condition Assessment/Cost Estimating

Contact

John C. Rooney, P.E.
Commissioner of Public Works
City of Racine, WI
262.636.9460
john.rooney@cityofracine.org

City of Racine

Facility Condition Assessment

The City of Racine recently engaged Concord to conduct an FCA to review its physical assets' existing conditions. This will contribute to the development of a long-term capital renewal budget.

The information provided in the report will help avoid costly emergency repairs or other unplanned renovations and enable stakeholders to plan for future capital projects more effectively. This, in turn, allows for improved non-facilities project planning and resource allocation.

This study emphasized the identification of major and immediate needs and a chronological prioritization of changes that could impact building performance, energy efficiency, and long-term financial planning.

We evaluated the City of Racine facilities' mechanical, electrical, plumbing, exterior envelope, site, and fire and life safety assets.





Location

Richton Park, IL

Size

33,000 SF

Cost

\$12,500

Dates Involved

2022

Scope

Facility Condition Assessment/Cost Estimating

Contact

Mike Wegrzyn
Public Works Director
Village of Richton Park
708.481.8950
MWegrzyn@richtonpark.org

Village of Richton Park

Facility Condition Assessment

The Village of Richton Park engaged Concord to conduct an FCA of their community center, village hall, and attached police and fire stations. The assessment included substructure and superstructure, exterior enclosure, interior construction and finishes, building systems (MEP, Fire Protection, and Life Safety), security and surveillance systems, and ADA compliance.

A customized approach and delivery tailored to the client's building requirements provide a roadmap for short-term repairs and an accurate capital plan for the next 20 years. The Village can utilize the data collected and displayed in the report to prioritize assets and reflect bids and schedules of capital projects when they are started and completed.





Location

Lake Forest, IL

Size

100,000 SF

Cost

\$19,900

Dates Involved

2024

Scope

Facility Condition Assessment/Cost Estimating

Contact

James Lockefefer
Assistant Director of Public Works
City of Lake Forest
847.810.3542
LockefeJ@cityoflakeforest.com



City of Lake Forest

Facility Condition Assessment

The City of Lake Forest is investigating the adaptive reuse of a multi-story office building to house a new Police Department headquarters. This building will need to accommodate modern public safety operations, technology, training, equipment, and community services for their current space needs as well as be adaptable to future trends.

Concord provided a comprehensive building and property assessment to include, but not be limited to all components of the structure, parking, site features, and utility infrastructure.



Location

Milwaukee, WI

Dates Involved

2012-Present

Scope

Building Enclosure Consulting, Facade Examination

City of Milwaukee

Multi-Building Facade Assessments

The City of Milwaukee has retained ZS LLC (ZS) to perform building enclosure assessments on multiple buildings throughout the city of Milwaukee, Wisconsin. These buildings include historic city structures such as Milwaukee City Hall, and the Frank P. Zeidler Municipal Building, as well as over a dozen Milwaukee Fire Stations and public parking garages.

ZS' basic City of Milwaukee facade ordinance compliance services include:

- Review of available building construction documents, and a review of previous facade examination reports and available facade maintenance records.
- Hands-on examination of selected areas of the building's facade exterior elements at four representative locations along the building's elevations, as required by the local ordinance.
- Visual examination at all remaining facade areas.
- Documentation of the condition of the facade through the use of digital photography and/or sketches.
- Meetings with the building owner to review report findings.
- Required City of Milwaukee report.





Location

Milwaukee, WI

Dates Involved

2012-Present

Scope

Building Enclosure Consulting, Building Enclosure Assessments, Structural Engineering, Historical Building Restoration/Preservation

Milwaukee County

Building Enclosure Projects

Milwaukee County has commissioned ZS LLC (ZS) to perform building enclosure assessments and repair design on multiple buildings including:

- Milwaukee County Historical Society
- Vel R. Phillips Juvenile Justice Center
- Mitchell Park Domes
- Milwaukee Art Museum
- Public Safety Building
- War Memorial Center
- Milwaukee Public Museum Planetarium
- Timmerman Airport FBO Hangar and Control Tower
- Central Fleet Maintenance Facility
- Criminal Justice Facility
- Milwaukee Public Museum Planetarium
- Sherman Multicultural Arts Boys & Girls Club
- MCTS Kinnickinnic Station

Over the years, ZS has assisted Milwaukee County with multiple rehabilitation and restoration projects. Our services provided to Milwaukee County over the years include:

- Building Enclosure (Roof and Facade) Assessments
- Facade Ordinance Inspections
- Detailed construction documents for roof replacement and facade restoration projects
- Owner assistance services in issuing projects for bid
- Infrared and moisture surveys of roof systems
- Construction observation and administration services
- Historic Restoration





Location

Milwaukee, WI

Dates Involved

Phase I: 2016

Phase II: 2017

Phase IV: 2024/2025

Scope

Engineering Analysis

Milwaukee County

Courthouse Planning

The goal of the study was to establish the highest and best use for Milwaukee County's Historic 1932 Courthouse. Projections for space needed to consider a 10-year planning horizon for the Courts, county demographics and current and projected space utilization. Additionally, use of modern sustainable standards to guide project design, sustainable design, and green buildings was desired by Milwaukee County.

IBC Engineering Services, Inc. provided engineering analysis which included review and assessment of HVAC, mechanical, electrical, plumbing and life safety system needs on potential space re-use, to accommodate space programming needs. Facilities reviewed included the following Court facilities: Milwaukee County Courthouse, Juvenile Justice Courthouse, and Safety Building. As part of the analysis, existing documentation, including historical plans, and past assessment reports were reviewed. IBC then performed a walk-through assessment of the facilities and spoke to key stakeholders to develop a comprehensive system assessment focusing on current condition, age, useful system life expectancy, reliability, and modifiability. This information was used to assist in the courtroom space programming for present and future planning.

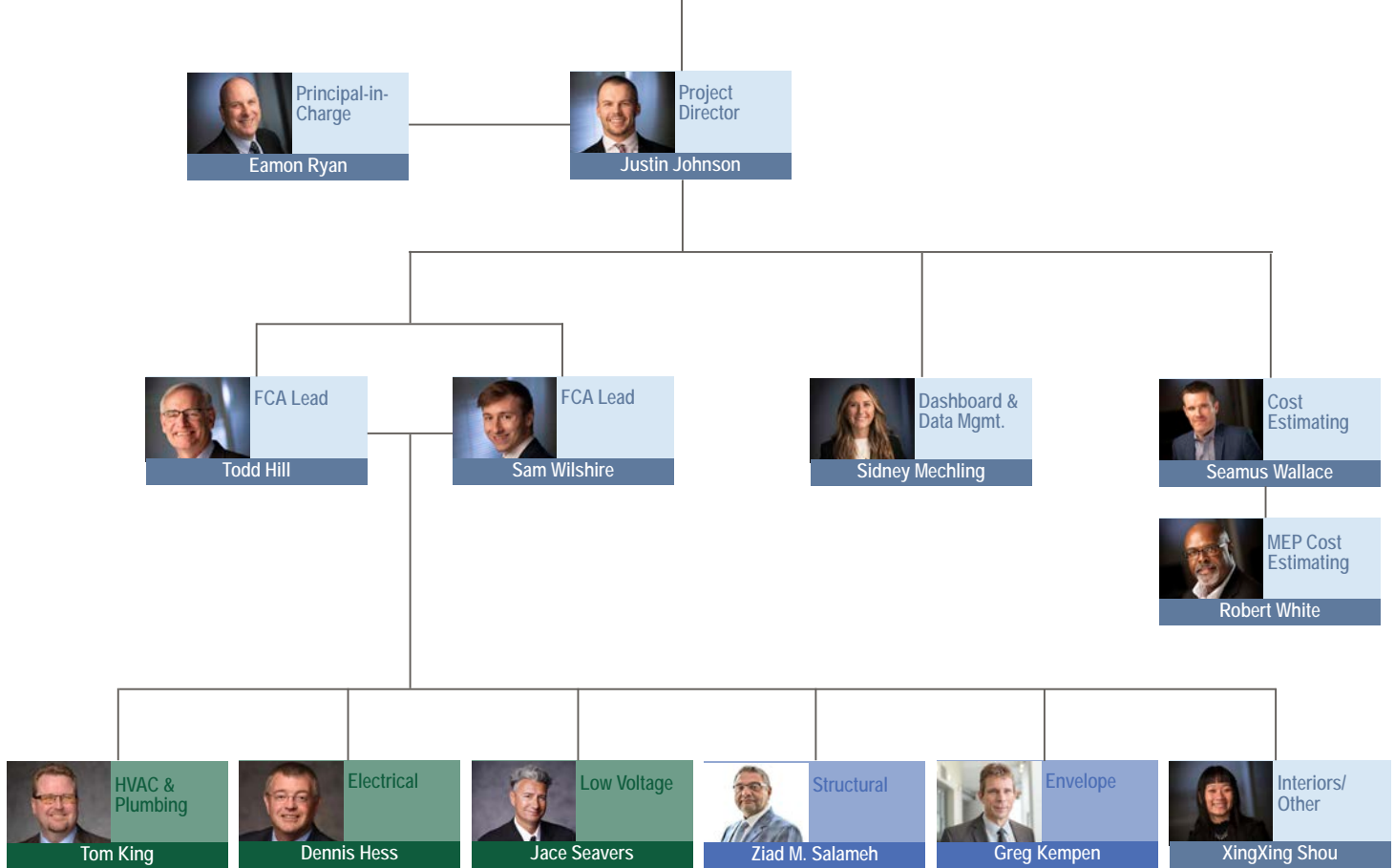
3.&4.

Staffing & Resumes

CONCORD
GROUP



Project Organization Chart



Organization Key	
Concord	
ZS	
IBC	

Eamon Ryan

CEP, MRICS - Chief Operating Officer

Project Role: Principal-in-Charge



eryan@concord-cc.com

About Eamon

Eamon provides oversight to Cost Estimating and Cost Management services throughout the duration of the project. He has an extensive background working in all areas including K-12, healthcare, higher education, governmental and commercial markets.

Eamon directs the Cost Management functions of the firm. As well as managing, coordinating and supervising all aspects of estimate production. He is directly involved in the preparation of a wide variety of estimates and routinely meets with clients to ensure estimating services are being provided to meet the clients' needs.

Education

Heriot-Watt University - Edinburgh, Scotland

Bachelor of Science, Quantity Surveying

Limerick Institute of Technology -

Limerick, Ireland

Bachelor of Science, Quantity Surveying

Professional Affiliations

Association for the Advancement of Cost Engineering (CEP)

Member Royal Institute of Chartered Surveyors (MRICS)

Experience

Village of Elmwood Park, Facility Condition Assessment - Elmwood Park, IL
Provided Cost Estimating services based on FCA findings, including full project estimates for the improvement costs now and for future replacements.. The assessment included substructure and superstructure, exterior enclosure, interior construction and finishes, building systems (MEP, Elevators, and Fire Protection), and ADA compliance. Eight (8) buildings were included in the assessment-total project cost of \$25,000.

City of Chicago, Department of Assets, Information and Services, Millennium Park Facility Condition Assessment - Chicago, IL

Provided Cost Estimating services based on FCA findings, including full project estimates for the improvement costs now and for future replacements, which will contribute to the development of a long-term capital renewal budget-total project cost of \$800,000.

City of Racine, Facility Condition Assessment - Racine, WI

Provided Cost Estimating services based on FCA findings, including full project estimates for the improvement costs now and for future replacements, which will contribute to developing a long-term capital renewal budget - total project cost of \$175,000.

Chicago Union Station Concourse, Master Planning - Chicago, IL

Provided Cost Estimating services based on FCA findings, including full project estimates for the improvement costs now and for future replacements. The assessment included substructure and superstructure, interior construction and finishes, building systems (MEP, Fire Protection, and Life Safety), security and surveillance systems, signage and wayfinding, ADA compliance, historical preservation, sustainability, and demolition concerns—total cost of \$175,000.

Village of Richton Park, Facility Condition Assessment - Richton Park, IL

Provided Cost Estimating services based on FCA findings, including full project estimates for the improvement costs now and for future replacements of their community center, village hall, and attached police and fire stations-total cost of \$12,500.

History of Employment

25 Years with Concord

28 Total years of experience



Justin Johnson

PE, CxA, BECxP - Associate Director, Building Performance Services

Project Role: Project Director



jjohnson@concord-cc.com

Education

University of Wisconsin - Platteville
Platteville, WI

Bachelor of Science, Mechanical
Engineering

Professional Affiliations

Professional Engineer: Wisconsin (PE)

Building Enclosure Commissioning
Process Provider (BECxP)

AABC Commissioning Group (ACG),
Certified Commissioning Authority (CxA)

Associate Commissioning Professional:
Building Commissioning Association
(ACP)

About Justin

Justin attended the University of Wisconsin-Platteville, earning a BS in Mechanical Engineering. He began his career as a commissioning engineer before joining Concord in 2020.

As Associate Director of Building Performance Services, Justin's responsibilities include program management of all technical offerings, streamlining operations and budgets, and delivering commissioning, facility condition assessments (FCA), and environmental consulting projects. This involves collaborating with clients, design teams, contractors, and subcontractors to achieve a functional and sustainable building that meets each aspect of the owner's requirements.

Experience

Village of Elmwood Park, Facility Condition Assessment - Elmwood Park, IL
Conducted an FCA using our data collector app and digital dashboard, FACTs. The assessment included substructure and superstructure, exterior enclosure, interior construction and finishes, building systems (MEP, Elevators, and Fire Protection), and ADA compliance. Eight (8) buildings were included in the assessment-total project cost of \$25,000.

City of Chicago, Department of Assets, Information and Services, Millennium Park
Facility Condition Assessment - Chicago, IL

Acted as the Program Manager, completed cost estimating, and conducted an FCA dashboard delivery. Utilized FACTs to provide a review of the existing conditions of Millennium Park's physical assets, which will contribute to the development of a long-term capital renewal budget-total project cost of \$800,000.

City of Racine, Facility Condition Assessment - Racine, WI

FCA to provide a review of the existing conditions of the City's physical assets, which will contribute to developing a long-term capital renewal budget. The City facilities were evaluated for mechanical, electrical, plumbing, exterior envelope, site, and fire and life safety assets-total project cost of \$195,000.

City of Lake Forest, Facility Condition Assessment - Lake Forest, IL

Comprehensive building and property assessment to include, but not be limited to all components of the structure, parking, site features, and utility infrastructure. The City is investigating the adaptive reuse of a multi-story office building to house a new Police Department headquarters.

Village of Richton Park, Facility Condition Assessment - Richton Park, IL

Conducted an FCA of their community center, village hall, and attached police and fire stations. The assessment included substructure and superstructure, exterior enclosure, interior construction and finishes, building systems (MEP, Fire Protection, and Life Safety), security and surveillance systems, and ADA compliance-total cost of \$12,500.

History of Employment

3 | Years with Concord

9 | Total years of experience



Todd Hill

Project Manager

Project Role: FCA Lead



thill@concord-cc.com

About Todd

Skilled in commercial construction, contracting, renovation, and retail construction, Todd brings a unique set of skills to every project team.

As a Project Manager, Todd supports the project team during the construction and closeout phases of the project, ensuring that decisions made during the design phase get pulled through into the construction phase. Overseeing the development of the project phasing plan, confirming the Owner's voice is heard, and achieving minimal disruption to the day-to-day operations. His diverse project experience and technical background enable him to confirm that the progress of the work is per the approved plans and specifications and meeting the client's goals and objectives.

Education

University of Wisconsin-Milwaukee
Milwaukee, WI
Business Administration and
Management

Milwaukee Area Technical College
Milwaukee, WI
Associate of Science, Architectural
Technology

Professional Affiliations

OSHA 10

History of Employment

2 | Years with Concord

23 | Total years of experience

Experience

Milwaukee Public Schools, ESSER II & III Federal Relief Program - Milwaukee, WI
Owner Representation services to assist in managing the design, construction, and delivery of projects with the provided relief funds to upgrade the District's facilities through various construction projects, mainly focused on air quality and the built environment. Todd's role on the 3-year program was the on-site coordinator. Liaising between individual school leaders, the design-builders, and the OR team. Managing projects ranging from \$50,000 to \$300 Million.

Louis Hoffmann Co. - Architectural Metalwork*

General Contractor and Owner's Representation services on various luxury retail storefront projects nationwide: Hermes, Loro Piana, Valentino, etc. Consulted on design, source and price materials, contract with subs, etc.

Innovative Construction Solutions*

Site PM. Retail facade renovation. Source subs and materials, site supervision, scheduling, submittal and RFP process, coordination of the work and management of subcontractors, daily interface with the clients, etc.

Mehmert Store Services (now Storemasters) - Specialty Grocery Design and Contractor*

Owner's Representation and General Contractor services remodeling and building grocery stores throughout the Midwest. Worked with HVAC and refrigeration contractors to balance humidity to keep the refrigerated cases operating within spec and keep the glass doors from fogging up. Renovating and building ground-up stores in PA, MI, WI, MN.

Fortune Fish & Sea Food, Warehouse/Distribution Facility - Minneapolis, MN*

Part of the team designing, estimating, and contracting the store buildout. Responsibilities included oversight and coordination of the RFI and submittal process and construction observation, confirming that work was being constructed per the approved documents.

**projects completed at a previous employer.*



Sam Wilshire

Assistant Project Manager, Building Performance Services

Role: FCA Lead



swilshire@concord-cc.com

About Sam

As Assistant Project Manager, Sam’s responsibilities will be the day-to-day management of project controls, project coordination and project reporting, with oversight from either a project executive or a senior project manager.

Sam is early in his career, but over the past 2 years, he has accumulated vast experience in conducting FCAs in a variety of building types and across multiple markets

Education

Milwaukee School of Engineering
Milwaukee, WI
Bachelor of Science, Architectural Engineering: Building Mechanical Systems

Experience

Village of Elmwood Park, Facility Condition Assessment - Elmwood Park, IL
Conducted an FCA using our data collector app and digital dashboard, FACTs. The assessment included substructure and superstructure, exterior enclosure, interior construction and finishes, building systems (MEP, Elevators, and Fire Protection), and ADA compliance. Eight (8) buildings were included in the assessment-total project cost of \$25,000.

City of Chicago, Department of Assets, Information and Services, Millennium Park Facility Condition Assessment - Chicago, IL

Acted as the Program Manager, completed cost estimating, and conducted an FCA dashboard delivery. Utilized FACTs to provide a review of the existing conditions of Millennium Park’s physical assets, which will contribute to the development of a long-term capital renewal budget-total project cost of \$800,000.

City of Racine, Facility Condition Assessment - Racine, WI

FCA to provide a review of the existing conditions of the City’s physical assets, which will contribute to developing a long-term capital renewal budget. The City facilities were evaluated for mechanical, electrical, plumbing, exterior envelope, site, and fire and life safety assets-total project cost of \$195,000.

City of Lake Forest, Facility Condition Assessment - Lake Forest, IL

Comprehensive building and property assessment to include, but not be limited to all components of the structure, parking, site features, and utility infrastructure. The City is investigating the adaptive reuse of a multi-story office building to house a new Police Department headquarters.

Village of Richton Park, Facility Condition Assessment - Richton Park, IL

Conducted an FCA of their community center, village hall, and attached police and fire stations. The assessment included substructure and superstructure, exterior enclosure, interior construction and finishes, building systems (MEP, Fire Protection, and Life Safety), security and surveillance systems, and ADA compliance-total cost of \$12,500.

History of Employment

2 | Years with Concord

2 | Total years of experience



Sidney Mechling

Assistant Project Manager, Building Performance Services

Project Role: Dashboard & Data Mgmt.



smechling@concord-cc.com

Education

Michigan Technological University
Houghton, MI
Master of Science, Environmental and Energy Policy
Bachelor of Science, Sustainability Science and Society

History of Employment

- 1 | Year with Concord
- 1 | Total year of experience

About Sidney

Sidney joined Concord in the summer of 2023 as an intern in our Building Performance Services group. After returning to school for her final semester and graduating, she returned to Concord in a full-time role.

Sidney supports our project managers and senior project managers in the day-to-day activities associated with projects. In addition, she supports our Building Performance Services group in all technical offerings, including facility condition assessments, commissioning, and ESG/Sustainability efforts. This involves collaborating with clients, design teams, contractors, and subcontractors to achieve a functional and sustainable building and meet each aspect of the owner's requirements.

Experience

City of Chicago, Department of Assets, Information and Services, Millennium Park Facility Condition Assessment - Chicago, IL

Acted as the Program Manager, completed cost estimating, and conducted an FCA dashboard delivery. Utilized FACTs to provide a review of the existing conditions of Millennium Park's physical assets, which will contribute to the development of a long-term capital renewal budget-total project cost of \$800,000.

City of Racine, Facility Condition Assessment - Racine, WI

FCA to provide a review of the existing conditions of the City's physical assets, which will contribute to developing a long-term capital renewal budget. The City facilities were evaluated for mechanical, electrical, plumbing, exterior envelope, site, and fire and life safety assets - total project cost of \$195,000.

Chicago Union Station Concourse, Master Planning - Chicago, IL

Conducted an FCA of the CUS Concourse level for Concourse master planning. The assessment included substructure and superstructure, interior construction and finishes, building systems (MEP, Fire Protection, and Life Safety), security and surveillance systems, signage and wayfinding, ADA compliance, historical preservation, sustainability, and demolition concerns—total cost of \$175,000.

Village of Elmwood Park, Facility Condition Assessment - Elmwood Park, IL

Conducted an FCA using our data collector app and digital dashboard, FACTs. The assessment included substructure and superstructure, exterior enclosure, interior construction and finishes, building systems (MEP, Elevators, and Fire Protection), and ADA compliance. Eight (8) buildings were included in the assessment-total project cost of \$25,000.

Health First Medical Group, Palm Bay Hospital, Facility Condition Assessment - Palm Bay, FL

Concord was engaged by Health First to conduct an FCA at their Palm Bay Hospital, using our data collector app and digital dashboard, FACTs. The assessment included exterior enclosure, interior construction and finishes, building systems including MEP, Elevators, and Fire Protection. There were 256,000 SF of Healthcare and Clinic building assessed.



XingXing Shou

Assistant Project Manager, Building Performance Services

Project Role: Interiors/Other



xshou@concord-cc.com

Education

Brown University
Providence, RI
Bachelor of Arts, Architecture

History of Employment

2 | Years with Concord

2 | Total years of experience

About XingXing

XingXing attended Brown University, where she earned a B.A. in Architecture. Her background and activism enabled her to develop excellent leadership and mentoring skills, molding her into a versatile young professional. Bilingual in English and Mandarin Chinese, XingXing has strong communication skills and an innate ability to connect with people.

XingXing supports our Building Performance Services group in all technical offerings, including commissioning and field testing. This involves collaborating with clients, design teams, contractors, and subcontractors to achieve a functional and sustainable building and meet each aspect of the owner's requirements.

Experience

Village of Elmwood Park, Facility Condition Assessment - Elmwood Park, IL
Conducted an FCA using our data collector app and digital dashboard, FACTs. The assessment included substructure and superstructure, exterior enclosure, interior construction and finishes, building systems (MEP, Elevators, and Fire Protection), and ADA compliance. Eight (8) buildings were included in the assessment-total project cost of \$25,000.

City of Chicago, Department of Assets, Information and Services, Millennium Park Facility Condition Assessment - Chicago, IL

Acted as the Program Manager, completed cost estimating, and conducted an FCA dashboard delivery. Utilized FACTs to provide a review of the existing conditions of Millennium Park's physical assets, which will contribute to the development of a long-term capital renewal budget-total project cost of \$800,000.

City of Racine, Facility Condition Assessment - Racine, WI

FCA to provide a review of the existing conditions of the City's physical assets, which will contribute to developing a long-term capital renewal budget. The City facilities were evaluated for mechanical, electrical, plumbing, exterior envelope, site, and fire and life safety assets - total project cost of \$195,000.

Chicago Union Station Concourse, Master Planning - Chicago, IL

Conducted an FCA of the CUS Concourse level for Concourse master planning. The assessment included substructure and superstructure, interior construction and finishes, building systems (MEP, Fire Protection, and Life Safety), security and surveillance systems, signage and wayfinding, ADA compliance, historical preservation, sustainability, and demolition concerns—total cost of \$175,000.

Village of Richton Park, Facility Condition Assessment - Richton Park, IL

Conducted an FCA of their community center, village hall, and attached police and fire stations. The assessment included substructure and superstructure, exterior enclosure, interior construction and finishes, building systems (MEP, Fire Protection, and Life Safety), security and surveillance systems, and ADA compliance-total cost of \$12,500.



Seamus Wallace

CPE - Director, Cost Management

Project Role: Cost Estimating



swallace@concord-cc.com

Education

Dublin Institute of Technology
Dublin, Ireland

Bachelor of Science, Construction
Economics & Management

Dublin Institute of Technology
Dublin, Ireland

Bachelor of Technology, Construction
Technology

Dublin Institute of Technology
Dublin, Ireland

Certificate in Construction Technology

Professional Affiliations

American Society of Professional
Estimators (CPE)

About Seamus

Seamus is responsible for preparing all stages of cost estimates, from conceptual design through construction documents and change orders. He has been involved in a wide variety of projects for the firm's governmental, institutional, healthcare, and private clients.

Seamus has over 16 years of experience in the construction industry. After completing his formal education, he joined Concord's Cost Estimating group in 2008. Before joining the firm, he gained practical field experience working with a general contractor in his native Ireland.

Experience

Village of Elmwood Park, Facility Condition Assessment - Elmwood Park, IL
Provided Cost Estimating services based on FCA findings, including full project estimates for the improvement costs now and for future replacements.. The assessment included substructure and superstructure, exterior enclosure, interior construction and finishes, building systems (MEP, Elevators, and Fire Protection), and ADA compliance. Eight (8) buildings were included in the assessment-total project cost of \$25,000.

City of Chicago, Department of Assets, Information and Services, Millennium Park Facility Condition Assessment - Chicago, IL
Provided Cost Estimating services based on FCA findings, including full project estimates for the improvement costs now and for future replacements, which will contribute to the development of a long-term capital renewal budget-total project cost of \$800,000.

City of Racine, Facility Condition Assessment - Racine, WI
Provided Cost Estimating services based on FCA findings, including full project estimates for the improvement costs now and for future replacements, which will contribute to developing a long-term capital renewal budget - total project cost of \$175,000.

Chicago Union Station Concourse, Master Planning - Chicago, IL
Provided Cost Estimating services based on FCA findings, including full project estimates for the improvement costs now and for future replacements. The assessment included substructure and superstructure, interior construction and finishes, building systems (MEP, Fire Protection, and Life Safety), security and surveillance systems, signage and wayfinding, ADA compliance, historical preservation, sustainability, and demolition concerns—total cost of \$175,000.

Village of Richton Park, Facility Condition Assessment - Richton Park, IL
Provided Cost Estimating services based on FCA findings, including full project estimates for the improvement costs now and for future replacements of their community center, village hall, and attached police and fire stations-total cost of \$12,500.

History of Employment

16 Years with Concord

16 Total years of experience



Robert White

CEP - Senior MEP Cost Estimator

Project Role: MEP Cost Estimating



rwhite@concord-cc.com

Education

Illinois Institute of Technology
Chicago, IL
Bachelor of Science, Mechanical
Engineering

Professional Affiliations

Association for the Advancement
of Cost Engineering (CEP)

History of Employment

20 | Years with Concord

34 | Total years of experience



About Rob

Rob is responsible for preparing HVAC, plumbing and fire protection cost estimates. He has prepared numerous Cost Estimates for educational, medical and institutional facilities from conceptual design through the construction document level. He utilizes the experience gained to support and advise clients for the success of their construction and renovation projects. He will be supporting our OR team with cost management and change order reviews.

Rob has over 34 years of experience in the construction industry. His experience includes estimating and engineering for a variety of construction projects.

Experience

Village of Elmwood Park, Facility Condition Assessment - Elmwood Park, IL
Provided Cost Estimating services based on FCA findings, including full project estimates for the improvement costs now and for future replacements.. The assessment included substructure and superstructure, exterior enclosure, interior construction and finishes, building systems (MEP, Elevators, and Fire Protection), and ADA compliance. Eight (8) buildings were included in the assessment-total project cost of \$25,000.

City of Chicago, Department of Assets, Information and Services, Millennium Park Facility Condition Assessment - Chicago, IL
Provided Cost Estimating services based on FCA findings, including full project estimates for the improvement costs now and for future replacements, which will contribute to the development of a long-term capital renewal budget-total project cost of \$800,000.

City of Racine, Facility Condition Assessment - Racine, WI
Provided Cost Estimating services based on FCA findings, including full project estimates for the improvement costs now and for future replacements, which will contribute to developing a long-term capital renewal budget - total project cost of \$175,000.

Chicago Union Station Concourse, Master Planning - Chicago, IL
Provided Cost Estimating services based on FCA findings, including full project estimates for the improvement costs now and for future replacements. The assessment included substructure and superstructure, interior construction and finishes, building systems (MEP, Fire Protection, and Life Safety), security and surveillance systems, signage and wayfinding, ADA compliance, historical preservation, sustainability, and demolition concerns—total cost of \$175,000.

Village of Richton Park, Facility Condition Assessment - Richton Park, IL
Provided Cost Estimating services based on FCA findings, including full project estimates for the improvement costs now and for future replacements of their community center, village hall, and attached police and fire stations-total cost of \$12,500.

Ziad M. Salameh

PhD, PE - Principal-In-Charge at ZS

Project Role: Structural



zsalameh@zslc-us.com

About Ziad

Dr. Salameh brings more than 35 years of professional experience related to building structural designs, building enclosure consulting, BIM to Facility Management Consulting, historic structures restoration, and structural failure investigations. His focus is primarily related to exterior walls consulting, historic restoration, investigative/forensic engineering, building/structure repair and restoration, non-destructive testing and evaluation (NDTE), and construction consulting.

Additionally, he served as an adjunct associate professor of building's structural systems at the School of Architecture and Urban Planning (SARUP) as well as the School of Engineering – University of Wisconsin – Milwaukee.

Education

University of Wisconsin-Milwaukee, PhD
– Structural Engineering

University of Wisconsin-Milwaukee, MS
– Structural Engineering

Jordan University, Amman – Jordan, BS
– Structural Engineering

Professional Affiliations

Registered Professional Engineer – IL, WI, MN, IN, MI, and NC

Landmarks Illinois Board member

ASCE Forensic Engineering Division (FED) - Executive Committee

City of Milwaukee High Rise & Building Committee

Milwaukee Fire Department Urban Rescue Team (past)

Experience

Northwestern Mutual New \$530 Million Tower and Commons; Milwaukee, WI
Project Manager - Building Enclosure (Curtainwall, Roofs and Waterproofing) design and construction related services

Fiserv Forum; Milwaukee, WI – Milwaukee Bucks Arena
Project Manager - New \$500M NBA Arena Roof Design and Building Enclosure consulting services

Mitchell Domes, Milwaukee, WI
Project Manager – Curtainwall Enclosure related engineering services

Milwaukee Public Museum Planetarium Dome Roof Replacement; Milwaukee, WI
Project Manager

LJ Timmerman Airport, FBO Hangar Roof Replacement; Milwaukee, WI
Project Manager

Milwaukee County Fleet Maintenance Facility Roof Replacement; Milwaukee, WI
Project Manager

University of Chicago, Hyde Park Campus; Chicago, Illinois
Project Manager – Campus Wide Building Enclosure Restoration program

History of Employment

15 | Years with ZS

35 | Total years of experience



Greg Kempen

AIA, CSI, LEED AP - Director - Building Enclosure Group at ZS

Project Role: Envelope



About Greg

Greg has over 30 years of experience as a project architect and project manager before coming to ZS. He has led numerous complex projects requiring careful attention to building enclosure detailing and constructability. Greg's project work includes a wide array of building types including large hospital construction and remodeling projects, facade recladding, high rise office buildings, institutional, hotel, and housing projects. Greg has successfully administered LEED projects for multiple hospitals and assisted in numerous other sustainability programs including Green Globes and Energy Star.

gkempen@zsilc-us.com

Education

University of Wisconsin-Milwaukee,
B. S. Architectural Studies

Professional Affiliations

Registered Architect – Wisconsin

Certified Construction Specifier (CCS)

Certified Construction Contract
Administrator (CCCA)

LEED – AP

American Institute of Architects (AIA)

Construction Specification Institute (CSI)

Building Enclosure Council (BEC – WI)

Experience

UW Milwaukee School of Architecture and Urban Planning, Milwaukee, WI
Enclosure Repairs & Roof Replacement.

Mendota Mental Health Heating Plant, Madison, WI
Enclosure Repairs & Roof Replacement.

Kettle Moraine State Forest – Northern Unit, Town of Osceola, WI
Enclosure Repairs & Roof Replacement.

McGovern Senior Center, Milwaukee, WI
Roof Replacement.

Milwaukee Tool, Milwaukee, WI
Building Enclosure Consulting including roofing and waterproofing.

Window and Roof Replacement Kettle Moraine State Forest, Osceola, WI
Window and roof replacement design services.

*Witte Hall, Madison, WI
Building enclosure condensation investigation related to window replacement project.

*UW Madison Natatorium, Madison, WI
Building Enclosure Commissioning including roofing and waterproofing.

*UW Madison Chemistry, Madison, WI
Building Enclosure Commissioning including roofing and waterproofing.

*Exact Sciences (Multiple Buildings), Madison, WI
Building Enclosure Commissioning including roofing and waterproofing.

*Milwaukee Symphony Orchestra, Milwaukee, WI
Project Manager of historic renovation and addition. Managed design team and reviewed construction documents.

**Projects completed with previous employer*

History of Employment

1 | Year with ZS

30 | Total years of experience



Tom King

RD, LEED AP - Senior Project Manager at IBC

Project Role: HVAC & Plumbing



tomk@ibcengineering.com

About Tom

A dedicated team player, Tom's strong construction background incorporates over twenty years of experience in mechanical, plumbing and fire protection contracting and design. He is a highly organized and detail oriented professional, with expertise in the technical aspects of the construction process.

Education

Anoka-Ramsey Community College,
Minnesota, Associate Degree, Applied
Science Mechanical Design

Professional Affiliations

Registered Designer of Engineering
Systems, State of Wisconsin (1956-7)

LEED Accredited Professional, U.S.
Green Building Council

Wisconsin Healthcare Engineering
Association, WHEA

American Society of Heating,
Refrigerating, and Air Conditioning
Engineers, ASHRAE

American Society of Plumbing
Engineers, ASPE

Experience

University of Wisconsin Madison – WIMR Equipment & Lab Improvements –
Madison, Wisconsin: Renovation of approximately 11,000 ASF/13,850 GSF
of floors B1, 1 and 2 of WIMR to accommodate up-to-date equipment, in vivo
laboratory science, and greater office density. There are several distinct focuses
of the project, each having different end users and unique considerations. IBC
Engineering was retained to provide plumbing design services.

Noble Network of Charter Schools – Chicago, Illinois: Chicago's largest charter
school network, Noble provides capacity for over 12,000 urban students in 16
campuses throughout Chicago. Facilities Engineer, assisting the design team in
feasibility studies and facilities assessments, as well as full design services for
future schools, including their 9th campus, the award winning Muchin College
Prep in Chicago's Loop District.

MSOE: Dwight and Dian Dierks Computational Science Hall - Milwaukee,
Wisconsin: New 4 story building of approximately 68,000 square feet that included
a basement parking garage. The build consisted of data labs, classrooms,
super-computer / data center, common spaces and a 250-seat auditorium. IBC
Engineering Services designed the new steam service to the building and all
plumbing systems for the new building.

Gateway Technical College, Dental Technology Lab – Kenosha, Wisconsin:
Recognizing that health occupations continue to be in high growth and high
demand, Gateway Technical College completed a renovation of classrooms
serving their Dental Assistant program. The 5,000-square foot expansion and
renovation included four new laparoscopic surgical suites, a pseudo-realistic pre-
op room and didactic classrooms. IBC provided full MEP services.

William S. Middleton VA Hospital Expand Pathology Lab – Madison, Wisconsin:
IDIQ task order to program and space plan six different departments located
throughout the large hospital complex. The lab project was a 10,000 SF
Pathology Lab Remodel. IBC Engineering provided mechanical, electrical and
plumbing design services. The lab continued to operate from this building during
construction.

History of Employment

25 | Years with IBC

25 | Total years of experience



Dennis Hess

P.E. - Senior Electrical Engineer at IBC

Project Role: Electrical



About Dennis

Mr. Hess has over 30 years of experience as an electrical design engineer and is knowledgeable in power distribution design, lighting design, fire alarm system design and development of electrical specifications. Highly skilled in electrical estimating, field coordination, overall project management and construction administration.

Education

Milwaukee School of Engineering,
Milwaukee, WI

B. S. Electrical Engineering

Professional Affiliations

Registered Professional Engineer,
State of Wisconsin

Experience

Sheboygan County Dispatch Center – Sheboygan, Wisconsin:

Lead Electrical Engineer for a new County Dispatch Center in an existing building. Responsibilities included electrical specifications, revising the power distribution system for the new space, providing a new generator system replacing an existing generator and expanding the generator service into a second building. Expanding existing call center systems into the new center, lighting and lighting control design, expansion of the existing fire alarm system, and providing power and raceways for communication, security, and door access systems.

Lakeshore Technical College Campus-Wide Building Renovations and Expansions – Cleveland, Wisconsin: Lead Electrical Engineer for campus wide maintenance contract. The project included assessments of the campus wide primary electrical and distribution system along with building assessments. Provided design for remodeled and addition of existing buildings that included welding shops, CNC shops, classrooms, auto paint lab, auto maintenance lab, Simulation City for first responder training, shooting range and a new building for the facilities department. Responsibilities included electrical specifications, expansion of the primary service for building addition, modifying existing building electrical services and fire alarm system. Coordinated power and raceway requirements for communication systems, security and door access.

Milwaukee County Transit System (MCTS) – Electric Bus Analysis – Milwaukee, Wisconsin: Lead Electrical Engineer for preliminary electrical power and utility upgrade options & analysis to evaluate facility utility needs for bus charging infrastructure, including development of conceptual level cost estimates for necessary work at 44 selected in-route bus stations and the 2 bus storage depots.

Minocqua Public Library Expansion and Remodel – Minocqua, Wisconsin: Lead Electrical Engineer that expanded and remodeled an existing library. Responsible for electrical specifications, power distribution including modifying the existing services with new and larger service, adding additional distribution through the existing areas, new areas, and adding a new elevator. Assisted in lighting design and lighting controls. Systems included expanding the fire alarm system, security system and designed the 2-way communication for the new elevator. Coordinated power and raceways for communication system.

History of Employment

5 | Years with IBC

33 | Total years of experience



Jace Seavers

RCDD - Telecommunications Designer at IBC

Project Role: Low Voltage



About Jace

As a Registered Communication Distribution Designer, Jace has had experience in both designing telecommunication systems and as a licensed electrical contractor. For over 25 years, Jace has been providing technical design of systems for building projects, which include voice, data, nurse call, CCTV, access control and other low voltage systems for government and private sector communication contracts.

Professional Affiliations

State of Tennessee Master Electricians
License #00023354

Registered Communications Distribution
Designer (RCDD) #124425

Experience

Tennessee State University – Nashville, TN: Senior ITS Designer responsible for the design to replace the entire campus fiber optic network. Designing new underground pathways. Mapping and route planning through existing, steam tunnel system.

Vanderbilt University (VU) Home Economics & Mayborn Renovations - IT&S, Nashville, TN: Senior ITS Designer assisting in design. The 29,588 GSF Home Economics Building, consisting of two stories and a basement, was renovated to contain three lab spaces, eight classrooms, and graduate offices. The 40,066 GSF Mayborn Building, consisting of three stories and a basement, was renovated to contain two auditorium spaces and multiple open private offices utilized by graduate students and Vanderbilt University staff members.

Howard Fuller Collegiate Academy – Milwaukee, WI: Senior ITS Designer assisting in design. A 3-story building on a private college campus. Design included horizontal cabling, riser cabling, CCTV, access control, and paging. Project also involved designing telecommunication spaces and cable tray pathways.

Music City Center – Nashville, TN: 2,100,000 sq ft convention complex located in downtown Nashville. Senior ITS Designer responsible for the design of the access control system.

Rolling Pin Barracks Renovations, 21000 Block - Fort Hood, TX: Senior ITS Designer assisted in providing information technology design for renovation of Barracks in the 21000 Block. Low-voltage systems were installed as part of upgrading the facility including voice, data, and CATV. Efforts included the design for the communications room build-out including the communications racks, riser conduits, overhead ladder rack, and grounding and bonding requirements within the room. As part of the communication systems design, outside plant cabling was relocated and reconfigured in new splice housings to allow reconfiguration of the basement mechanical utilities in the building.

History of Employment

3 | Years with IBC

27 | Total years of experience



5.

Client Listing

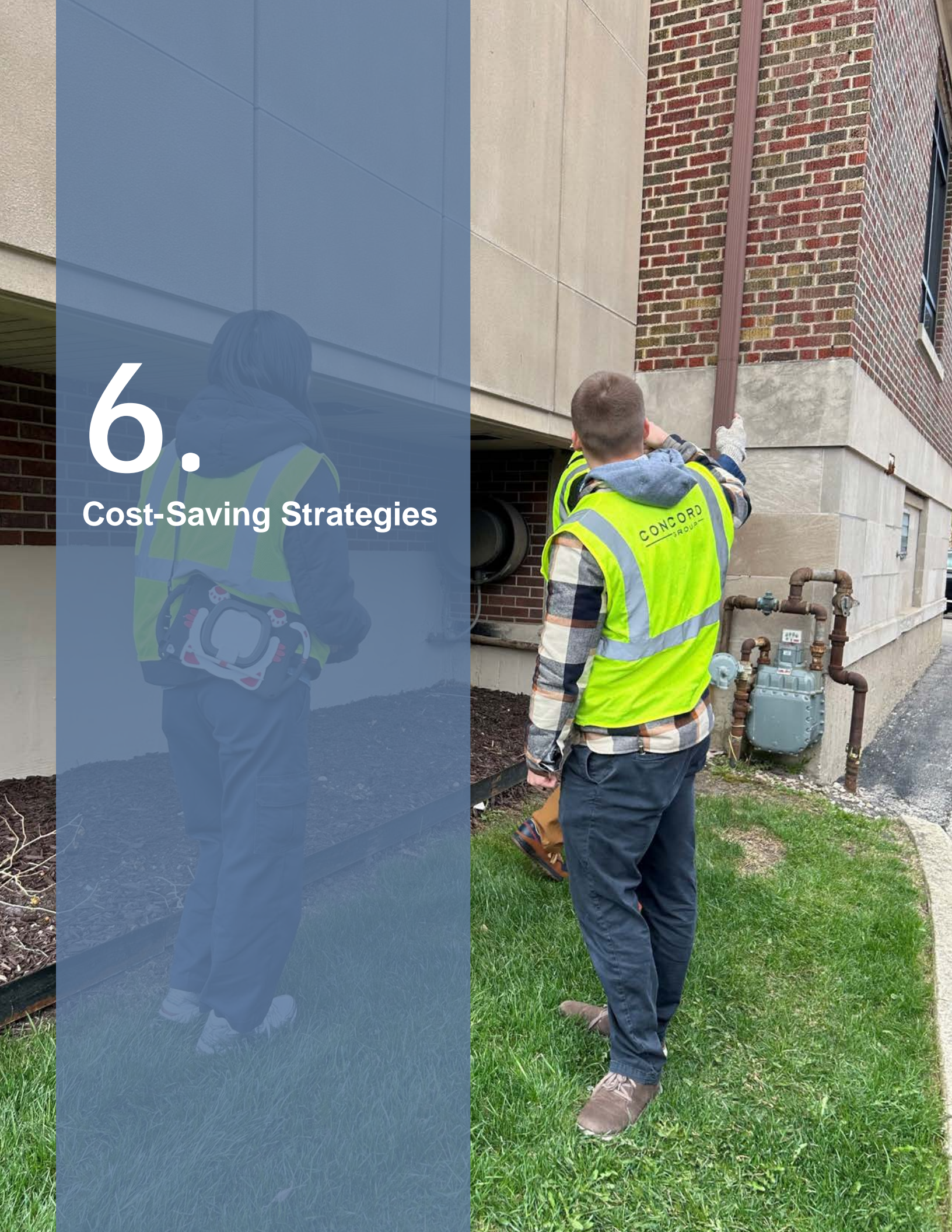


Client List

Client/Organization	Project	Services Performed	Client Reference	Client Contact Number
City of Lake Forest	Building & Property Assessment Services	Facility Condition Assessment & ADA Assessment	James Lockefeer	(847) 810-3542
City of Racine	Portfolio Assessment & Capital Planning	Facility Condition Assessment	John Rooney	(262) 636-9460
Palos Hills	ArcGIS Asset Management Tool & Assessment	Asset Management & Capital Planning	Gerald Bennett	(708) 598-3400
City of Chicago	Millennium Park	Facility Condition Assessment & Master Facilities Planning	Michelle Woods	(312) 744-4834
Village of Elmwood Park	Portfolio Assessment & Capital Planning	Facility Condition Assessment	Paul Volpe	(708) 452-3912
Village of Richton Park	Portfolio Assessment & Capital Planning	Facility Condition Assessment	Michael Wegrzyn	(708) 481-8950
City of Joliet	Building & Property Assessment Services	Facility Condition Assessment	Blaine Kline	(815) 724-4048

6.

Cost-Saving Strategies



Cost-Saving Strategies for Facility Condition Assessment Projects

While facility condition assessment services do not primarily focus on investigating cost-saving strategies, our team consistently identifies opportunities to improve operational efficiency and extend the lifespan of facilities. In each past facility condition assessment project, we have provided clients with actionable insights, leading to numerous cost-saving opportunities across their buildings. Below is a summary of key strategies recommended in previous projects, along with descriptions of the clients for whom they were completed.

1. Proactive Preventative Maintenance

- Client: Indian Health Services
- Details of Cost Saving Strategy: A preventative maintenance (PM) plan was developed for multiple sites and integrated into the project delivery. By implementing the PM plan the organization was able to see substantial savings over time, as it resulted in less emergency repairs, extended lifespan of assets and minimized downtime. The PM plan was integrated into the capital planning figures to better understand the anticipated life span of assets and systems.

2. Energy Efficiency Upgrades

- Client: City of Racine
- Details of Cost Saving Strategy: Multiple assets and systems were identified throughout the facility condition assessment that could improve energy efficiency and in result lower utility costs. Through our extensive knowledge and experience with grant funding incentives, such as Focus on Energy, we were able to display the potential return on investment associated with the asset and system replacements. Examples of assets and systems identified for improved energy efficiency through replacement were lighting, boilers, direct digital controls, and domestic water heaters.

3. Consolidation of Space and Resource Optimization

- Client: City of Racine and Milwaukee Northwest Catholic
- Details of Cost Saving Strategy: The facility condition assessment determined the Facility Condition Index (FCI) for each building, a key metric that evaluates facility condition by comparing repair and deferred maintenance costs to the building's replacement cost. Additionally, a feasibility study was conducted to further assess the financial implications of consolidation.

4. Deferred Capital Expense Prioritization

- Client: UnityPoint Health
- Details of Cost Saving Strategy: A prioritization score was developed based on risk, impact, and technology to optimize capital resource allocation. This allowed the client to clearly identify which assets and systems were less critical to their strategic goals and building needs, resulting in more effective use of capital funds. This indirectly resulted in cost-savings to the organization as reactionary decisions to spend capital was significant reduced.

Each one of these strategies displays our team's intent on delivering a final product centered around data-driven decision-making and resource efficiency. By carefully analyzing existing conditions, usage patterns, and operational needs, we tailor recommendations to reduce costs, improve facility performance, and extend the useful life of assets. We bring this mindset to each new project, developing strategies that meet specific client goals and enhance overall fiscal stewardship.

7.

Timeline



Project Schedule

Below is an estimated project schedule. It will be subject to change depending on access to facilities, the timeliness of receiving drawings and other building documentation, and weather conditions for evaluating the exterior.

Milestone	Week																			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Project Kickoff Meeting & Onboarding	█	█																		
Priority Buildings - Building Services Assessment			█	█	█	█	█	█	█	█	█									
Secondary Buildings - Building Services Assessment				█	█	█	█	█	█	█	█									
Priority Buildings - Building Shell Assessment			█	█	█	█	█	█	█	█	█									
Secondary Buildings - Building Shell Assessment				█	█	█	█	█	█	█	█									
Priority Buildings - Building Interiors/Other Assessment			█	█	█	█	█	█	█	█	█									
Secondary Buildings - Building Interiors/Other Assessment				█	█	█	█	█	█	█	█									
Cost Estimating and Analysis						█	█	█	█	█	█	█	█	█	█					
Develop Preventative Maintenance Plan										█	█	█	█	█	█					
Priority Buildings - Develop Property Condition Report for Each Facility										█	█	█	█	█	█					
Secondary Buildings - Develop Property Condition Report for Each Facility											█	█	█	█	█	█				
Project Reporting - Digital Capital Planning Tool															█	█	█	█	█	
Project Closeout Presentation																				█
																				Weather Contingency Week
																				Weather Contingency Week

8.

Price Proposal



Form D: Cost Proposal

RFB: Building Condition and Future Needs Survey

This form must be returned with your response.

We propose to provide a complete inspection and analysis of all City-owned structures on the attached spreadsheet including recommendations for both immediate and future improvements, expected or anticipated financial impacts of those improvements and additional related information. We will furthermore present to the City of Sheboygan a Final report of these findings. Finally, we will design, build and present to the City a software tool to "manage" these buildings over the ensuing ten-year period and provide specific individuals at the City with sufficient training in the use and operation of the software tool. The software tool shall possess all of the features and functionality necessary to allow the city to properly "manage" its buildings in a manner that is satisfactory to the City.

We propose to complete all of the required work including all labor, travel, materials, technology, tools, equipment, final reports and software management tools and training at a cost of:

\$ \$248,760.00 _____

Two hundred forty-eight _____ Thousand _____ seven _____ Hundred
and sixty _____ Dollars and _____ Zero _____ Cents

We Acknowledge Receipt of the following Addenda

#1 DATED October 22, 2024

#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 project activities to begin within 0* WEEKS following execution of the contract between the parties.

The Concord Consulting Group of Illinois, Inc.

COMPANY NAME



SIGNATURE

10/30/2024

DATE

***Can start immediately, subject to any holidays.**

Project Fee

Scope Item	Hours	Fee
Project Kickoff Meeting & Onboarding	16	\$2,880.00
Priority Buildings - Building Services Assessment	358	\$64,440.00
Secondary Buildings - Building Services Assessment	50	\$9,000.00
Priority Buildings - Building Shell Assessment	206	\$37,080.00
Secondary Buildings - Building Shell Assessment	56	\$10,080.00
Priority Buildings - Building Interiors/Other Assessment	195	\$35,100.00
Secondary Buildings - Building Interiors/Other Assessment	80	\$14,400.00
Cost Estimating and Analysis	80	\$14,400.00
Develop Preventative Maintenance Plan	88	\$15,840.00
Priority Buildings - Develop Property Condition Report for Each Facility	90	\$16,200.00
Secondary Buildings - Develop Property Condition Report for Each Facility	83	\$14,940.00
Project Reporting - Digital Capital Planning Tool	80	\$14,400.00
Project Closeout Presentation	16	\$2,880.00
Totals	1382	\$248,760.00

Estimated Reimbursables - \$3,500.00

Cost Saving Strategy: Combine Property Condition Report for Secondary Buildings into one report. Realized cost savings would be 12,000.00.

On-Going Digital Dashboard Costs

The Digital Dashboard on-going annual subscription fees are summarized below and subject to change from ESRI. The total cost will depend on the number of licenses required by the City of Sheboygan

Subscription Fee Title	Cost	Description
ESRI ArcGIS Annual Subscription Fee	\$3,000.00	Fee for keeping dashboard active through ESRI.
ESRI ArcGIS Cost Per Creator License	\$700.00 per License	This license is required for individuals who need to make adjustments to the dashboard architecture. It should be assumed that the City will not need this license type.
ESRI ArcGIS Cost Per Mobile Worker	\$400.00 per License	This license is required for individuals who need to add new data points to the dashboard. It should be assumed that the City will need this license type for only a few individuals.
ESRI ArcGIS Cost Per Contributor	\$250.00 per License	This license is required for individuals who need to edit already created data points within the dashboard.
ESRI ArcGIS Cost Per Viewer	\$125.00 per License	This license is required for individuals who need to only view the dashboard.

Additional dashboard and data management support can be discussed post-delivery of the project at the discretion of the City of Sheboygan. The preferred contract would be an annual service agreement based on time and material with a to-not-exceed contract. It should be noted that an annual service agreement isn't necessary to utilize the dashboard as it's been created to allow the client to make all changes and adjustments needed without the support of Concord. However, if additional support is required, the following scope items can be considered.

- Assist in reviewing the City of Sheboygan capital planning priorities, goals, and objectives. Make adjustments to the digital dashboard to reflect the changes.
- Assist in the budgeting process to finalize the upcoming fiscal year from client provided scope of work. Provide estimating services on identified projects in the upcoming fiscal year to incorporate soft costs, current market conditions, and sequencing of construction.
- Identify necessary support through client selected A/E firm for sequencing, design, and program logistics. Architectural and Engineering Services (A/E) are not to be included within this annual service contract and are intended to be contracted direct to A/E firm.
- Update the facility condition assessment costs in the digital dashboard for escalation to current year pricing.
- Update the digital dashboard based on the completed projects.
- Complete feature updates to digital dashboard depending on client needs.
- Provide continued support on training to staff on the digital dashboard.

9.

Scope of Work



CITY OF SHEBOYGAN

2058-24: Building Condition and Future Needs Project Scope of Services

Project Description

The intent of the project is to conduct an accurate and comprehensive assessment of the City of Sheboygan buildings and facilities to provide specific recommendations regarding the overall condition, operation, and ongoing maintenance of the publicly owned assets. The project deliverable will provide the city with a guide for budgeting, prioritizing maintenance, and capital replacement projects.

Scope of Work

Comprehensive forensic building evaluations will be conducted for the buildings listed within the RFP to provide corrective recommendations, budget estimates for corrective work, and an estimated schedule for the completion of such work.

1. General Items

- a. Conduct a project kickoff meeting to set project alignment and vision.
- b. Review existing documentation, previous reports, or any asset information made available.
- c. Visit each site as necessary to complete the on-site evaluation. Larger sites may require multiple, concurrent days, to complete the evaluation.
- d. In-person interviews with facility staff will be conducted at their convenience, with the intention of scheduling them to coincide with the site visit.
- e. Conduct a project closeout meeting presenting all of the findings to the City.

2. Building Services Assessment

- a. Perform non-intrusive (open hinged doors and access panels) observations of the following major equipment:
 - i. Mechanical
 1. Boilers/Heat Exchangers & associated equipment
 2. Chillers/Cooling Towers/Condensers & associated equipment
 3. Air Handlers & Separate Fan Assemblies
 4. Pumps & associated hydronic equipment
 5. Humidifiers
 6. Controls
 - ii. Electrical
 1. Service Entrance
 2. Main Distribution
 3. Emergency Generator (and/or UPS) & Transfer Switch
 4. Branch Panels
 5. Head end equipment for the following:
 - a. Lighting Controls
 - b. Fire Alarm
 - iii. Plumbing
 1. Incoming Service and Backflow Preventer

- 2. Pumps
 - 3. Water Heaters
 - 4. Water Softeners & Water purification equipment
 - iv. Fire Protection
 - 1. Incoming Service and Backflow Preventer
 - 2. Fire Pumps
 - 3. Dry System Valves and Air Compressors
 - v. Elevators
 - vi. Building Security and Access Control Systems
 - 1. Heat end equipment
- b. Perform general observation of the following systems (large groups of equipment will be assessed by observing a representative portion):
 - i. Mechanical
 - 1. Ductwork
 - 2. Hydronic Piping
 - 3. Terminal Units (VAVs, Fan Coils, Radiators)
 - ii. Electrical
 - 1. Interior & Exterior Lighting fixtures
 - 2. Fire Alarm devices
 - 3. Lightning protection
 - 4. Telecom Rooms
 - 5. Security Control Rooms
 - iii. Plumbing
 - 1. Piping Systems
 - 2. Plumbing Fixtures
 - 3. Med Gas Outlets
 - iv. Fire Protection
 - 1. Sprinkler Heads
 - 2. Standpipe Piping and Overhead Piping
 - v. Building Security and Access Control Systems
 - 1. Security and Access Control Terminal Devices

3. Building Shell Assessment

- a. Building Envelope
 - i. Perform visual observations of the condition of building envelope elements and document visible safety concerns, deterioration, and necessary repairs. Including:
 - 1. Exterior Walls
 - 2. Roofs
 - 3. Window Exteriors and representative sample of interior sides of windows based on exterior condition, age, and window type.
 - 4. Exterior Doors and Vestibules
 - ii. Review of existing information including age of building, and life cycle maintenance performed.
- b. Structure

- i. Perform visual observations of the condition of building structural elements and document visible safety concerns, deterioration, and necessary repairs including walls and foundation.
- ii. Conduct 3-D laser scanning of Masonry Buildings

4. Building Interiors and Other Assets Assessment

- a. Interiors
 - i. Perform non-intrusive, visual observations to document the condition, visible safety concerns, deterioration, and necessary repairs of the following:
 - 1. Walls
 - 2. Ceilings
 - 3. Floorings
 - 4. Stairs
 - 5. Other Interior Finish Elements
- b. Signage & Other Equipment
 - i. Perform non-intrusive, visual observations to document the condition, visible safety concerns, deterioration, and necessary repairs.

5. Cost Estimating and Analysis

- a. Analyze the assessment data and post-site visit work associated with assessment including assessing risk, estimating remaining life, determining asset condition, recommending action work type, and any other additional asset evaluation required.
- b. Complete cost estimating for repair and replacement cost associated with every asset and system.
- c. Conduct a prioritization and a replacement reserve analysis to determine capital investments needed to cover replacements of components and/or systems that may not contain present deficiencies, but that will reach the end of their useful life within a ten-year period. This section will also include discussion regarding building life spans/cycles, depreciation schedules for equipment, renovation and maintenance, and associated risks.

6. Project Reporting

- a. Prepare a property condition report for each facility including an executive summary, condition summary table, property data sheet, property photos, and capital reserve table.
- b. Create the digitized database through ESRI ArcGIS referred to as the Facility Condition Assessment Toolset (FACTs).
 - i. Create the assessment reviewer dashboard with customized inputs.
 - ii. Create building outlines associated with the facility condition assessment and corresponding assessment features.
 - iii. Imbed dynamic filters associated with building levels, locations, disciplines, work type, project years, asset types, and spatial references.
 - iv. Create smart editor features.
 - v. Imbed geographic image tied to each location and photo.
 - vi. Create the capital projects dashboard to allow the client to conduct capital planning.
 - vii. Create graph widgets to showcase the project financials and expected capital spend per year.

- viii. Complete training sessions of how to use the Facility Condition Assessment Digital Deliverable
- ix. Provide (1) software licenses at no additional cost. The software licenses will need to be renewed annually at the expense of the client. Any additional licenses will be charged at a cost of \$400 per mobile worker license or \$125 per view license plus time spent to process the license.
- c. Within the digital deliverable, identify options for efficiency improvements, including the potential utilization of shared services, outsourcing, Grant funding availability or some other alternative.
- d. Create a final report providing a detailed analysis of the existing condition of each City-owned facility and outline realistic options related to the improvement, renovation, or replacement of each facility. The facility condition index score should be a key metric utilized to determine a path forward for each facility.

Project Scope of Work Exclusions

- a. The consultant shall not be responsible for latent or hidden defects that may exist, nor shall it be inferred from the completion of services that all defects will have been either observed or recorded. The assessment team is required to make assumptions on assets and systems not readily accessible for a visual evaluation.
- b. The consultant shall not be responsible for costs of corrective work or any other cost or expense arising from any latent defects in existing conditions, or the accuracy or inaccuracy of drawings or information provided to the consultant.
- c. Building testing, existing building commissioning, testing and balancing, or any other form of operational testing is not included within this scope and fee.
- d. The consultant is not responsible for any corrective design or construction. The assessment is only an observation based on a visual evaluation of the asset or space.
- e. The consultant is not responsible for any corrective action or physically addressing any observation. All observations will be reported to the owner and left at their discretion.
- f. The consultant is not liable for any corrective actions taken by the client after the assessment.
- g. The cost estimates completed for replacement or repair are high-level budgetary figures only and should not be utilized for detailed project planning.
- h. The risk scoring metrics are an assumption made by the assessor based on the presented context provided by the client team. These metrics should be utilized as a guide only.
- i. The assessment team is not responsible for any repair or corrective action related to abatement of any hazardous material. The assessment team will make reference to any area thought to be containing any hazardous material and the client team will be responsible for any corrective action.
- j. All inspections conducted as part of this facility condition assessment are based on visually detectable conditions and should not replace legally mandated inspections, including – but not limited to – fire and life safety, ADA compliance, or asbestos and lead contamination.
- k. Warranty Phase services as it relates to Errors and Omissions related to professional services.

WINTRUST
SPORTS COMPLEX

PHASE 2 EXPANSION
& CHICAGO SKY PRACTICE FACILITY



COMING SOON

10.

Data Gathering
Methodology



Facility Condition Assessment Approach

The intent of an FCA is to provide a visual inspection of the existing conditions for all physical assets and systems integral to each building. An FCA captures pertinent information required for capital planning, including building conditions, asset age and condition, sustainability impacts, resiliency, and deferred maintenance. With this data, the Owner can prioritize capital improvement projects, ensuring that limited financial resources are allocated effectively.

Our approach follows the ASTM Uniformat II standard and is executed through a digitized approach and delivery in our asset management planning tool, FACTs. Our first step in the process is in complete alignment from the Owner to the Prime Consultant to the sub-consultants. Initial kickoff meetings with different levels of staff will help customize our team's approach and review building documentation, such as building plans, maintenance records, and lists of equipment with known deficiencies, which help build baseline familiarity with current facility and system conditions. The initial team alignment allows for efficient and expedited delivery of the assessment.

After the initial project kickoff, our mobile application will be deployed to the project team members to record collected data in a cloud-based environment, creating consistency across the assessment team and a streamlined project approach. This database utilizes geo-referenced data, including photos, file attachments, and customizable entry fields, to capture all pertinent information. This online database is accessible using a web-based dashboard from an ESRI ArcGIS platform, customized and developed for each project to meet capital or master planning needs and requirements. Additionally, the client will be embedded in the application during the assessment to witness project progress.

Through a partnership between Concord, ZS, and IBC, we are uniquely positioned to provide outstanding service to the City of Sheboygan. The assessment team will set out to assess the agreed-upon facilities, who will focus on their specific areas of expertise. The project team will all work through Concord who will be guided by their discipline leads as noted in our organizational chart. The FCA involves interviews with on-site maintenance staff to understand their concerns, issues, and aspirations. Our team surveys the entire facility to capture data on the severity of needed repairs or replacements of equipment and systems.

Cost Estimating Approach

In support of the execution of the FCA, Concord provides an in-house cost estimate based on unit rates generated from current material/labor rates, historical production data, and discussions with relevant subcontractors and material suppliers. The unit rates reflect current bid costs in the area. All unit rates relevant to subcontractor work include the subcontractors' overhead and profit. We believe the most common pitfall with FCA projects is the cost data provided. However, we believe this to be one of our greatest strengths.

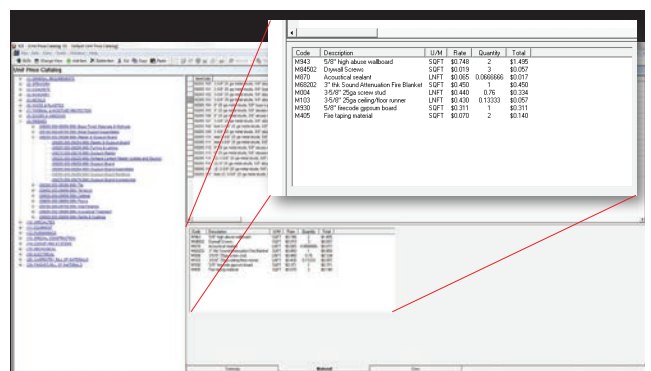
Estimating Tools & Technology

Concord uses an all-digital platform for estimate preparation, leveraging detailed assessment data and quantities to prepare detailed and accurate estimates. This methodology involves the utilization of a software platform consisting of On-Screen Take-Off (OST) by On Center for quantity take-off and Interactive Cost Estimating (ICE) by RIB.

The use of OST for quantity take-off from digital documents allows us to be more accurate in take-off and remove the potential for human error in math calculations. This program also allows us to accurately document our take-off in a digital format for easy use in reconciliation and quantity comparison exercises.



On Screen Take-Off Example



Interactive Cost Estimating Example

Assemble allows us to distill information directly from CAD files into an instantly organized and usable data set. Using this organized and conditioned data allows us to generate estimates for building components directly from the model, resulting in much more accurate and efficient estimate preparation. Quantities are then entered into the ICE system, which generates the unit cost based on several factors that are pre-loaded into the estimate. These factors are wage rates, crew size/makeup, productivity factors, material cost, equipment cost, and all mark-ups, etc. The major benefit of using this system is that we can easily drill down to show what is in the makeup of any unit rate applied in the estimate.

There are many benefits to using an all-digital estimating platform, some of which include:

Accuracy: Improved technology in both take-off and unit cost application making it possible for us to produce more accurate estimates.

Consistency: Our Cost Estimating approach is based on company-wide standards and methods.

Accountability: We have the ability to clearly show the data and process to support our estimate for easy analysis by others.

Flexibility: We have the capability to present estimates in a variety of formats to suit a project's needs.

Our Digitized Approach with Facility Assessment Condition Toolset (FACTs)

In today's world, where everything seems to be operated by a "smart device," it only makes sense that a Facility Condition Assessment (FCA) should follow suit. The FCA process provides a necessary foundation for master planning that helps clients make educated decisions to improve their facilities by optimizing and maintaining the physical condition and value of the facility's assets; developing capital budgets; and prioritizing resources. The FCA will evaluate each asset and provide our clients with a thorough understanding of near-and long-term capital planning needs.

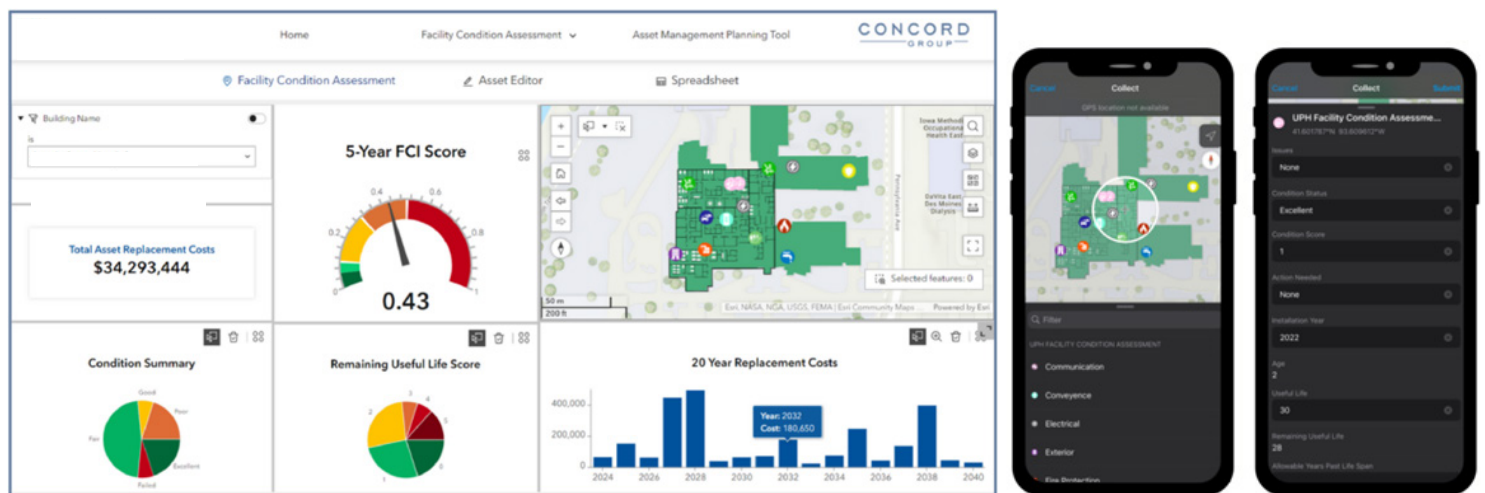
FACTs is a digitized and interactive tool that can be adapted to present the assessment results in a manageable deliverable that includes asset locations, asset scores, descriptions, building condition scoring, sustainability metrics, estimated replacement dates, and estimated replacement costs. Additionally, the tool provides the customer with links to all relevant asset documentation, such as maintenance manuals, warranty information, drawings, inspection reports, and assessment photos.

Collector App

A mobile collector app links to the dashboard database and uploads the assessment data in real time for convenient data collection. The app will be tailored to the project scope for consistent asset analysis and an accurate assessment. Additional features include geo-referencing for exact asset locations and the ability to attach photos, warranty information, drawings, equipment purchase orders, and other important asset information.

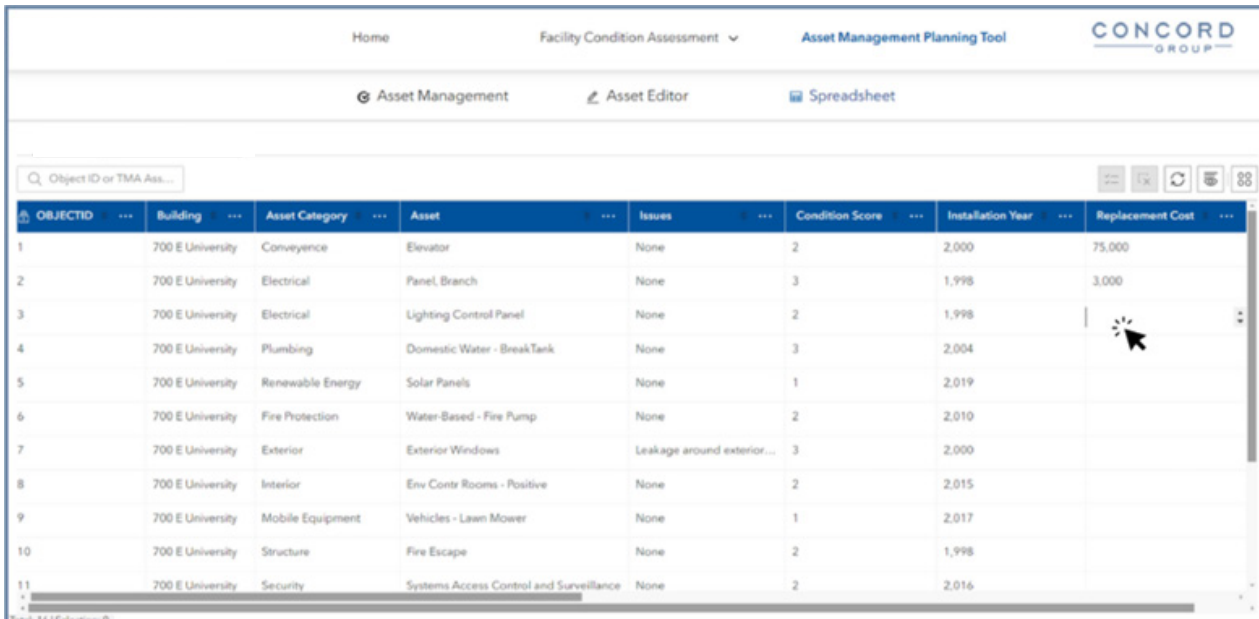
Facility Condition Assessment Dashboard

Visualize, analyze, and understand each FCA per building with dynamic charts, graphics, floorplans, filterable information, and location data.



Asset Management Planning Tool

Utilize the asset management planning tool within FACTs to track asset performance and assign maintenance and replacement costs per fiscal year for seamless planning with dynamic information.



The screenshot displays the 'Asset Management Planning Tool' interface. At the top, there are navigation links for 'Home', 'Facility Condition Assessment', and 'Asset Management Planning Tool'. Below this, there are tabs for 'Asset Management', 'Asset Editor', and 'Spreadsheet'. A search bar is located above the table. The table itself has the following columns: OBJECTID, Building, Asset Category, Asset, Issues, Condition Score, Installation Year, and Replacement Cost. The data rows are as follows:

OBJECTID	Building	Asset Category	Asset	Issues	Condition Score	Installation Year	Replacement Cost
1	700 E University	Conveyence	Elevator	None	2	2,000	75,000
2	700 E University	Electrical	Panel, Branch	None	3	1,998	3,000
3	700 E University	Electrical	Lighting Control Panel	None	2	1,998	
4	700 E University	Plumbing	Domestic Water - BreakTank	None	3	2,004	
5	700 E University	Renewable Energy	Solar Panels	None	1	2,019	
6	700 E University	Fire Protection	Water-Based - Fire Pump	None	2	2,010	
7	700 E University	Exterior	Exterior Windows	Leakage around exterior...	3	2,000	
8	700 E University	Interior	Env Contr Rooms - Positive	None	2	2,015	
9	700 E University	Mobile Equipment	Vehicles - Lawn Mower	None	1	2,017	
10	700 E University	Structure	Fire Escape	None	2	1,998	
11	700 E University	Security	Systems Access Control and Surveillance	None	2	2,016	

Plan for Communication and Coordination

The success of any project relies heavily on having a well-thought-out, comprehensive communication management plan. A critical part of our role will be to work with the City's staff to define the communication management plan, verify that all project team members and stakeholders understand the communication plan, and establish communication channels within the plan.

Our ability to communicate defines us as project managers; developing a well-thought-out project reporting structure is key to project success. We will document significant decisions, aid project stakeholders in making informed decisions, and present the general health of a project to stakeholders who aren't involved in the day-to-day project management. The Concord team has vast experience in successfully managing complex projects with multiple stakeholders, both internal and external.

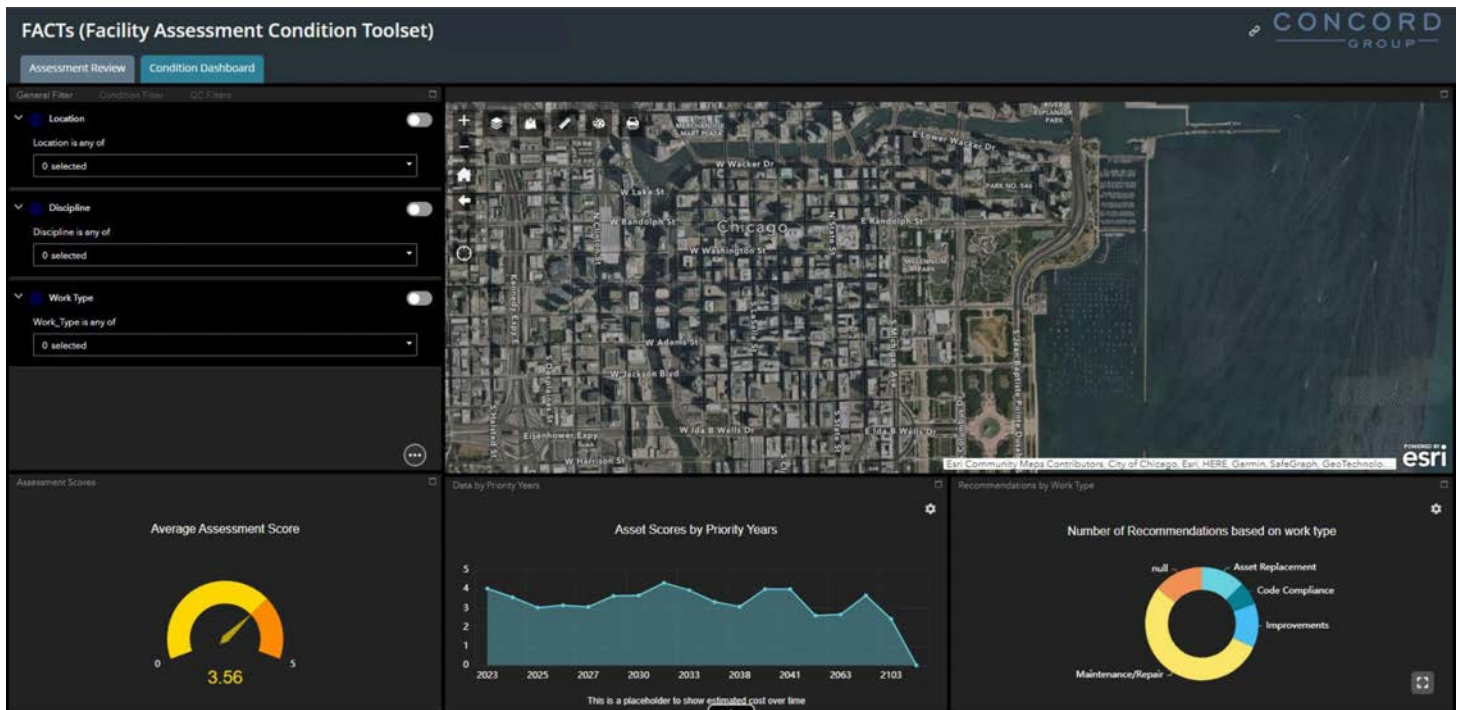
11.

Other Information



Software Program: Facility Assessment Condition Toolset (FACTs)

As discussed in our proposal's data gathering methodology section, Concord utilizes FACTs, a dashboard resource unlike anything our competitors provide, to deliver our FCAs. Click here for an in-depth look into the dashboard, its features, and how it's used on-site while immediately providing real-time data to the client.



12.

Completed Forms



Form A: Signature and Non-Collusion Affidavit
RFP: Building Condition and Future Needs Survey

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.

The Concord Consulting Group of Illinois, Inc.

COMPANY NAME



SIGNATURE

10/24/2024

DATE

Eamon Ryan

PRINT NAME OF PERSON SIGNING

Form B: Receipt of Forms and Submittal Checklist

RFP: Building Condition and Future Needs Survey

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	ER
Form B: Receipt of Forms and Submittal Checklist	ER
Form C: Vendor Profile	ER
Form D: Cost Proposal	ER
Form E: References	ER
Appendix A: Standard Terms and Conditions	ER
Appendix B: Building Schedule	ER

The Concord Consulting Group of Illinois, Inc.

COMPANY NAME



SIGNATURE

Form C: Vendor Profile

RFB: Building Condition and Future Needs Survey

COMPANY INFORMATION

This form must be returned with your response.

COMPANY NAME (Make sure to use your complete, legal company name.) The Concord Consulting Group of Illinois, Inc.			
FEIN 36-4280205		(If FEIN is not applicable, SSN collected upon award)	
CONTACT NAME (Able to answer questions about proposal.) Justin Johnson		TITLE Associate Director, Technical Services	
TELEPHONE NUMBER 414.336.8164		FAX NUMBER	
EMAIL jjohnson@concord-cc.com			
ADDRESS 1000 North Water Street, Suite 1550, Milwaukee		COUNTY Milwaukee	STATE WI
			ZIP 53202

ORDERS/BILLING CONTACT

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

CONTACT NAME Ciara Ryan		TITLE Assistant Controller	
TELEPHONE NUMBER 312.546.6497		FAX NUMBER	
EMAIL cryan@concord-cc.com			
ADDRESS 55 East Monroe Street, Suite 2850, Chicago		COUNTY Cook	STATE IL
			ZIP 60603

Form E: References

RFP: Building Condition and Future Needs Survey

This form must be returned with your response.

REFERENCE #1 – CLIENT INFORMATION			
COMPANY NAME City of Racine	CONTACT NAME John C. Rooney, P.E.		
ADDRESS 730 Washington Ave.	COUNTY Racine	STATE WI	ZIP 53403
TELEPHONE NUMBER 262.636.9121	FAX NUMBER N/A		
EMAIL john.rooney@cityofracines.org			
Manufacturer & Model N/A	Delivery date 2021		
Notes Concord was engaged by the City of Racine to conduct a Facility Condition Assessment to review its physical assets' existing conditions to develop a long-term capital renewal budget. We evaluated the City of Racine facilities' mechanical, electrical, plumbing, exterior envelope, site, and fire and life safety assets.			

REFERENCE #2 – CLIENT INFORMATION			
COMPANY NAME Village of Elmwood Park	CONTACT NAME Dino Braglia		
ADDRESS 11 Conti Parkway, Elmwood Park	COUNTY Cook	STATE IL	ZIP 60707
TELEPHONE NUMBER 708.4523941	FAX NUMBER N/A		
EMAIL dbraglia@elmwoodpark.org			
Manufacturer & Model N/A	Delivery Date 2023		
Notes The Village of Elmwood Park engaged Concord to conduct FCA's using our data collector app and digital dashboard, FACTs. The assessment included substructure and superstructure, exterior enclosure, interior construction and finishes, building systems (MEP, Elevators, and Fire Protection), and ADA compliance. Eight (8) buildings were included in the assessment.			

REFERENCE #3 – CLIENT INFORMATION			
COMPANY NAME City of Chicago	CONTACT NAME Michelle Woods		
ADDRESS 30 North LaSalle St. Chicago	COUNTY Cook	STATE IL	ZIP 60602
TELEPHONE NUMBER 312.744.4834	FAX NUMBER N/A		
EMAIL michelle.woods@cityofchicago.org			
Manufacturer & Model N/A	Delivery Date 2022		
Notes Concord was engaged to act as Program Manager, complete cost estimating, and conduct an FCA dashboard delivery. Concord utilized a developed digital dashboard, FACTs, to provide a review of the existing conditions of Millennium Park's physical assets, which will contribute to the development of a long-term capital renewal budget. Millennium Park facilities were evaluated for architectural interiors and exteriors, structural, civil, landscape, mechanical, electrical, telecommunications, plumbing, specialty fountains, and fire and life safety assets.			

**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.