

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

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

WITNESSETH:

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

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

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

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

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

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

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

Article 1. Scope of Services

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

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

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

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

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

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

Article 2. Standard of Care

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

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

Article 3. City Representative

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

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

Article 4. Compensation

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 5. Appropriation of Funds

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

Article 6. Performance and Payment Bond

See Exhibit # 3 attached for Bonding Requirements

Article 7. Schedule

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

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

Article 8. Liquidated Damages

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

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

Article 9. Workmanship and Quality of Materials

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

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

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

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

Article 10. Safety Requirements

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

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

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

Article 11. Open Records

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

Article 12. Termination

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

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

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

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

Article 13. Default

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

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

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

Article 14. Identity of Contractor

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

Article 15. Independent Contractor Status

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

Article 16. Indemnification

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

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

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

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

Notwithstanding anything contained in this agreement to the contrary:

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

Article 17. Insurance

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

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

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

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

City of Sheboygan, Wisconsin

828 Center Avenue, Suite 110
Sheboygan, Wisconsin 53081

The proof of insurance must contain an original signature.

Article 18. Conflict of Interest

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

Article 19. Waiver

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

Article 20. Severability

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

Article 21. Assignment

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

Article 22. Third Party Rights

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

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

Article 23. Governing Law and Venue

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

Article 24. Non-Discrimination

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

Article 25. Compliance with Laws

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

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

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

Article 26. Notices

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

City:

Contractor:

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

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

Article 27. Intent to be Bound

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

Article 28. Force Majeure

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

Article 29. Integration and Modification

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

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

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

(collectively “the Contract”).

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

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

Article 30. Non-Collusion

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

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

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

Article 31. Other Provisions

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

Article 32. Incorporation of Required Clauses and Conditions

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

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

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

CITY OF SHEBOYGAN, WISCONSIN

KLEEMAN MECHANICAL, INC.

BY: _____
Ryan Sorenson, Mayor

BY: _____

ATTEST: _____
Meredith DeBruin City Clerk

ATTEST: _____

DATE: _____

DATE: _____



EXHIBIT 1A

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

SCOPE:

- Provide and install twenty-two Belimo dual-gas (CO and NO₂) monitors; eighteen in the Vehicle Garage and four in the Repair Shop.
- The design approach was to provide “saturation coverage” in the garage and shop. Saturation coverage locates the monitors in close proximity so that coverage areas overlap, eliminating “dead” areas. Each monitor has a 50’ coverage radius (7,800 square feet) and must “see” (Belimo’s term) the entire coverage area.
- Each gas monitor will be equipped with a High-low mounting kit which allows the Carbon Monoxide (CO) sensor to be mounted in the “breathing-zone” (approximately 6’ above the finished floor) and the Nitrogen Dioxide (NO₂) sensor to be mounted 12’ above the finished floor (approximately half the ceiling height and at or above the vehicle exhaust).
- Each gas monitor will be hardwired to one of the existing air handling unit direct digital controllers.
- Each new exhaust fan (6) will be commanded ON-OFF and its status monitored/alarmed through the existing air handling unit direct digital controllers and the existing network controller.
- Programming and commissioning (functional performance testing) per IMC 502.13 (IMC 404 as amended by SPS 364.0404(2)).
- Revisions to the unitary controllers and network controller databases.
- Revisions to graphic pages per the current standard.
- Alarm handling and data logging per the current standard.
- Plenum cable used throughout project.
- Low voltage cable 20’ above the finished floor (AFF) and suspended across ceilings will be installed using J-hooks.
- Exposed low voltage cable below 20’ AFF will be enclosed in EMT conduit.
- Two (2) hours of operator training, as specified.

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

Phone (920) 921-3144 · FAX (920) 921-2821 · www.jhcontrols.com

PERFORMANCE · INTEGRITY

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

CLARIFICATIONS:

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

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

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

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

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

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

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

By: _____

Title: _____

Date: _____

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

Respectfully submitted,
J & H Controls, Inc.

Mark S. Hawley

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



COOK

SUBMITTAL

EXHIBIT 1B

PROJECT: SHEBOYGAN DPW

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

DATE: 10/3/2024

LOREN COOK COMPANY



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



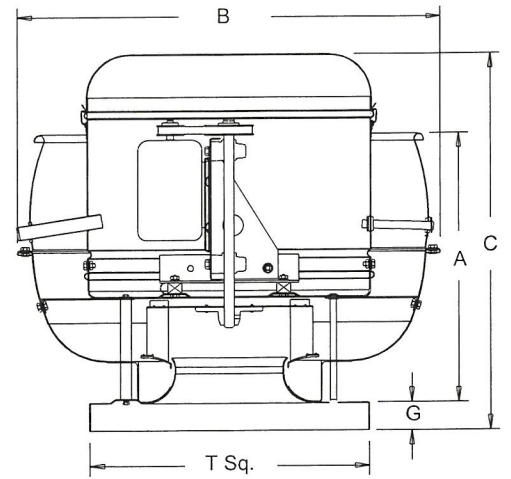
MARK: PRV 15K R1
PROJECT: SHEBOYGAN DPW
DATE: 10/3/2024

ACRU-B

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

STANDARD CONSTRUCTION FEATURES:

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



Performance (*Bhp includes 5% drive loss)

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

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

Motor Information

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

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

Sound Data Inlet Sound Power by Octave Band

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

- Distance from Sound source 5 ft

Accessories:

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

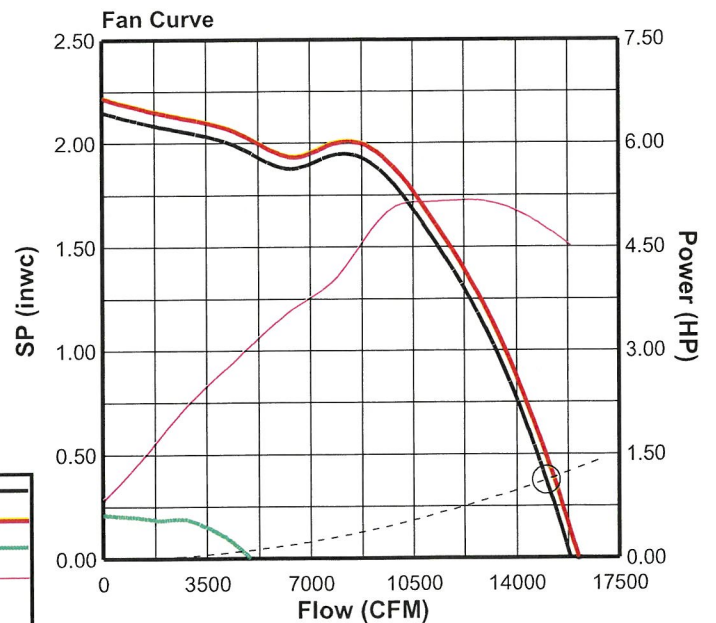
Dimensions (inches)

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

NOTE: Accessories may affect dimensions shown.

Weight(lbs)***	Shipping	501	Unit	337
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* Roof opening size for curbs supplied by Cook only.
***Includes fan, motor & accessories.





COOK

PROJECT: SHEBOYGAN DPW

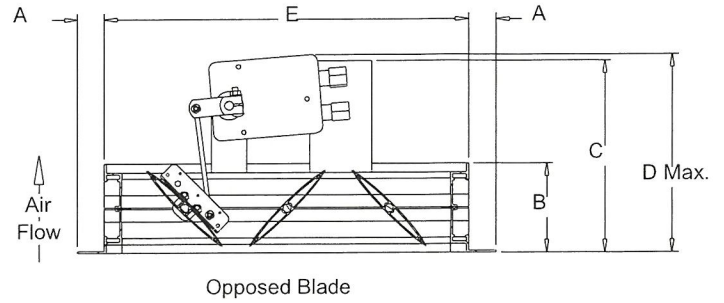
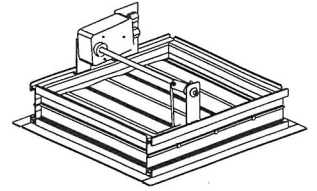
DATE: 10/3/2024

Motorized Damper

Low Leakage Class 1A Rated Aluminum

STANDARD CONSTRUCTION FEATURES:

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



Dimensions (inches)

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



RCG

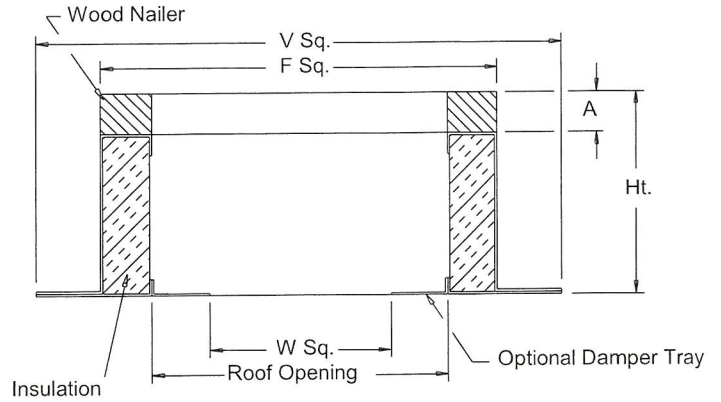
Galvanized Steel Roof Curb

STANDARD CONSTRUCTION FEATURES:

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

Options:(As noted below*)

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



Dimensions (inches)

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



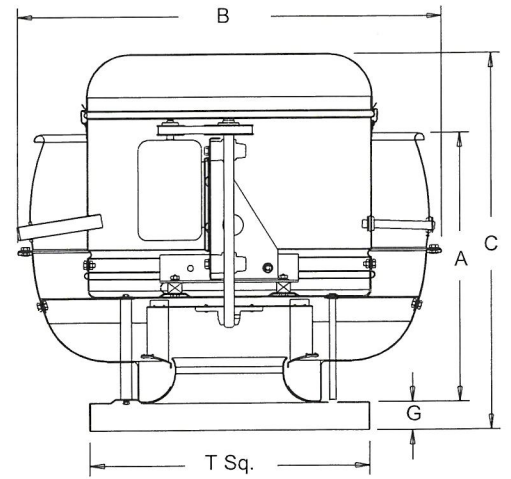
MARK: PRV 5500
PROJECT: SHEBOYGAN DPW
DATE: 10/3/2024

ACRU-B

Upblast Centrifugal Exhaust Ventilator Roof Mounted/Belt Drive

STANDARD CONSTRUCTION FEATURES:

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



Performance (*Bhp includes 9% drive loss)

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

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

Motor Information

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

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

Sound Data Inlet Sound Power by Octave Band

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

- Distance from Sound source 5 ft

Accessories:

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

Dimensions (inches)

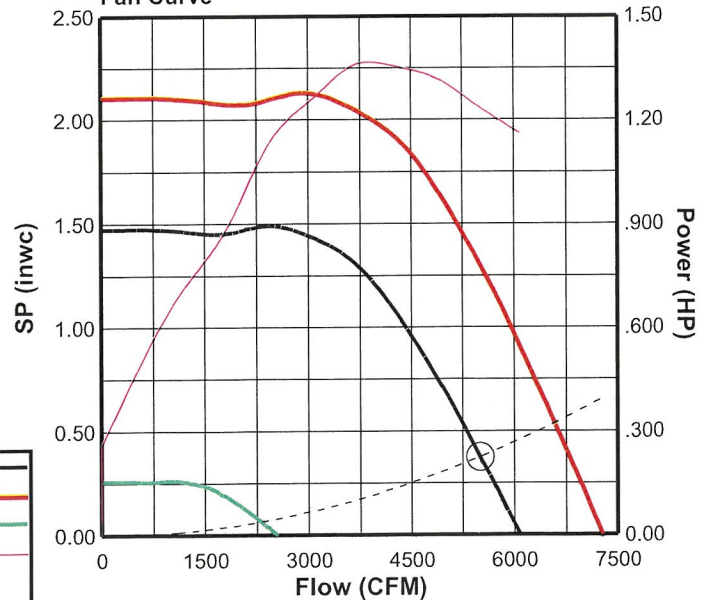
A	25-15/16
B	45-1/4
C	38-3/8
G	3
T Sq.	30
Roof Open. Sq.*	25-1/2

NOTE: Accessories may affect dimensions shown.

Weight(lbs)***	Shipping	359	Unit	228
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* Roof opening size for curbs supplied by Cook only.
***Includes fan, motor & accessories.

Fan Curve



Fan Curve Legend

CFM vs SP (1025)	—
MaxRPM(1227)	—
MinRPM(430)	—
CFM vs HP	—
Point of Operation	⊗
System Curve	- - -



COOK

PROJECT: SHEBOYGAN DPW

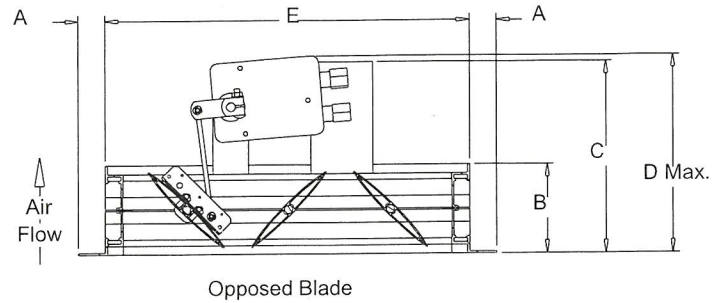
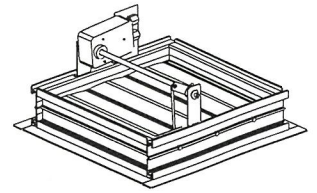
DATE: 10/3/2024

Motorized Damper

Low Leakage Class 1A Rated Aluminum

STANDARD CONSTRUCTION FEATURES:

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



Dimensions (inches)

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



RCG

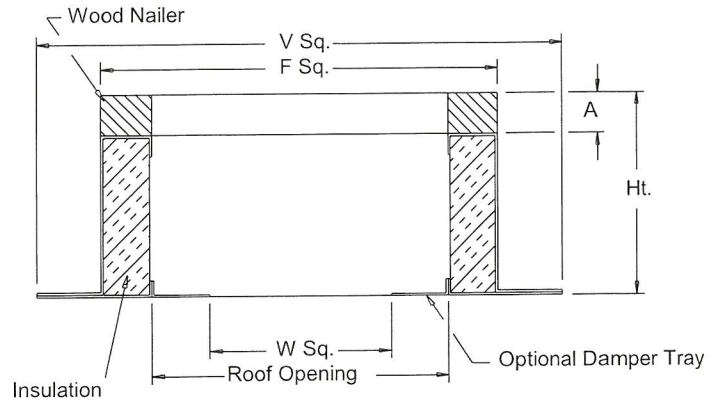
Galvanized Steel Roof Curb

STANDARD CONSTRUCTION FEATURES:

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

Options:(As noted below*)

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



Dimensions (inches)

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

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

This is Addendum # 1 dated February 14, 2025.

Item # 1 Mandatory Pre-Bid Conference

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

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

Item # 2 Removal of Existing Roof Curbs

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

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

Please Acknowledge receipt of this addendum on your bid submittal

END OF Addendum #1

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

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

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

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

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

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

The Panel designations are as follows:

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

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

(2) Square D **EDB34020** breakers

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

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

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

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

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

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

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

PLEASE MAKE THE NECESSARY CHANGES NOTED ABOVE TO THE SPECIFICATIONS.

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

END OF ADDENDUM # 2



EXHIBIT 2

COMMERCIAL • INDUSTRIAL • RESIDENTIAL

“Full Service Mechanical Contractors Since 1959”

March 4, 2025

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

RE: MUNICIPAL SERVICE BUILDING MECHANICALS

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

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

Addendums Seen:3

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

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

Our bid is based on excluding the following:

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

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

Sincerely,

Patrick Meyer

Patrick Meyer
Project Manager

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

WBE Certified Contractor

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

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

OWNER:

(Name, legal status and address)

City of Sheboygan
2026 New Jersey Avenue
Sheboygan, WI 53081

SURETY:

(Name, legal status and principal place of business)

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

Mailing Address for Notices

1411 Opus Place, Suite 450
Downers Grove, Illinois 60515

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

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

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

PROJECT:

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

Mechanical Upgrades Associated with a Roof Replacement

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

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

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

Signed and sealed this 20th day of February, 2025

Patricia Meyer
(Witness)

Kleeman Mechanical, Inc.
(Principal) _____ *(Seal)*

By: *[Signature]*
(Title) PRESIDENT

Alexa K. Costello
(Witness) Alexa K. Costello

Great Midwest Insurance Company
(Surety) _____ *(Seal)*

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



State of Illinois

County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

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

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

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

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

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

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

Given under my hand and notarial seal at my office in the City of Downers Grove in
said County, this 20th day of February, 2025.



Alexa K. Costello
Notary Public Alexa K. Costello

My Commission expires: September 20, 2027

POWER OF ATTORNEY

Great Midwest Insurance Company

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

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

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

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

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

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

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

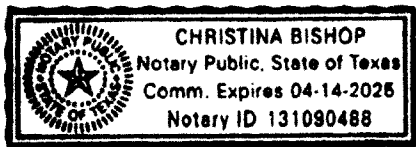


GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill
President

ACKNOWLEDGEMENT

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



BY Christina Bishop
Notary Public

CERTIFICATE

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

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



BY Leslie K. Shaunty
Secretary

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

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

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

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

1. COMMERCIAL GENERAL LIABILITY COVERAGE

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

- | | | |
|----|--|-------------|
| 1. | Each Occurrence limit | \$1,000,000 |
| 2. | Personal and Advertising Injury limit | \$1,000,000 |
| 3. | General aggregate limit (other than Products–Completed Operations) 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.