



TWENTIETH REGULAR COMMON COUNCIL MEETING AGENDA

January 20, 2025 at 6:00 PM

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

"The best view comes after the hardest climb" - Unknown.

This meeting may be viewed LIVE on Charter Spectrum Channel 990, AT&T U-Verse Channel 99 and:
www.wcssheboygan.com/vod.

Notice of the 20th Regular Meeting of the 2024-2025 Common Council at 6:00 PM, MONDAY, January 20, 2025 in City Hall, 3rd Floor - Council Chambers, 828 Center Avenue, Sheboygan, WI. Persons with disabilities who need accommodations to attend the meeting should contact Meredith DeBruin at the City Clerk's Office, 828 Center Avenue, (920) 459-3361.

Members of the public who wish to participate in public forum remotely shall provide notice to the City Clerk at (920) 459-3361 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

OPENING OF MEETING

1. Roll Call

Aldersperson Felde and Heidemann may attend meeting remotely

2. Pledge of Allegiance

3. Approval of Minutes

Nineteenth Regular Council Meeting held on January 6, 2025.

4. Resignation

Andy Hopp from the Board of License Examiners effective immediately.

5. Public Forum

Limit of five people having five minutes each with comments limited to items on this agenda.

6. Swearing-In

Police Chief - Kurt Zempel

7. Mayor's Announcements

Upcoming Community Events, Proclamations, Employee Recognitions

CONSENT

8. Motion to Receive and File all R.O.'s, Receive all R.C.'s and Adopt all Resolutions and Ordinances

- 9.** R. C. No. 201-24-25 by Finance and Personnel Committee to whom was referred R. O. No. 80-24-25 by City Clerk submitting a Notice of Claim from Holden & Hahn, S.C. regarding Dave's Who's Inn; recommends filing the document.

- [10.](#) R. C. No. 204-24-25 by Public Works Committee to whom was referred Gen. Ord. No. 28-24-25 by Alderpersons Dekker and Ramey establishing new winter parking restrictions on North 36th Street between Bonnie Court and Main Avenue; recommends adopting the Ordinance.
- [11.](#) R. C. No. 202-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 91-24-25 by City Clerk submitting various license applications; recommends approving application no. 3696 (Club Leon) with warning.
- [12.](#) R. C. No. 205-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 95-24-25 by City Clerk submitting a license application; recommends approving the application.

REPORT OF OFFICERS

- [13.](#) R. O. No. 103-24-25 by City Plan Commission to whom was referred Gen. Ord. No. 30-24-25 by Alderperson Belanger amending several sections of Chapter 105 of the Sheboygan Municipal Code so as to eliminate the Architectural Review Board and giving those powers to the Plan Commission; recommends adopting the Ordinance. LAYS OVER
- [14.](#) R. O. No. 99-24-25 by City Clerk submitting an application for amendment of the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance for property located on N. Commerce Street - Parcel No. 59281501600 from Class Urban Commercial to Class Urban Industrial Classification. REFER TO CITY PLAN COMMISSION
- [15.](#) R. O. No. 100-24-25 by City Clerk submitting an application for amendment of the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance for property located on N. Commerce Street - Parcel No. 59281501550 from Class Urban Commercial to Class Urban Industrial Classification. REFER TO CITY PLAN COMMISSION
- [16.](#) R. O. No. 101-24-25 by Fire Chief Eric Montellano pursuant to section 24-459 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the Fire Department, for the period commencing October 1, 2024 and ending December 31, 2024. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
- [17.](#) R. O. No. 102-24-25 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

RESOLUTIONS

- [18.](#) Res. No. 153-24-25 by Alderpersons Dekker and Rust authorizing execution of a Settlement Agreement and Release in Case No. 24-cv-049, *Vicky A. Schneider v. City of Sheboygan*. SUSPEND THE RULES AND ADOPT THE RESOLUTION
- [19.](#) Res. No. 149-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to enter into contract with Kaschak Roofing, Inc. for roof replacement at the City of Sheboygan Municipal Service Building. REFER TO PUBLIC WORKS COMMITTEE
- [20.](#) Res. No. 152-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to enter into contract for a comprehensive structural and mechanical condition analysis of most city-owned buildings to aid in future maintenance and proactive future budget planning. REFER TO PUBLIC WORKS COMMITTEE
- [21.](#) Res. No. 151-24-25 by Alderpersons Dekker, Rust, and Mitchell authorizing the appropriate City officials to execute the Contract for Professional Services Between the Bay-Lake Regional Planning commission

and the City of Sheboygan, Shoreline Metro regarding preparation of a 2026-2030 Transit Development Program (TDP) Update. REFER TO TRANSIT COMMISSION

- 22.** Res. No. 150-24-25 by Alderpersons Mitchell and Perrella supporting the partial release of judgment liens filed on behalf of the City against property owned by the Estate of Rae R. Pape. REFER TO FINANCE AND PERSONNEL COMMITTEE

REPORT OF COMMITTEES

- 23.** R. C. No. 203-24-25 by Finance and Personnel Committee to whom was referred Direct Referral Res. No. 148-24-25 by Alderpersons Mitchell and Perrella authorizing the appropriate City officials to execute the Amended and Restated Services Agreement between the City of Sheboygan and SolidaritUS Health Inc. regarding provision of an employer health clinic for 2025; recommends adopting the Resolution.

GENERAL ORDINANCES

- 24.** Gen. Ord. No. 31-24-25 by Alderperson Belanger amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at N. Commerce Street – Parcel No. 59281501600 from Class Urban Commercial to Class Urban Industrial Classification. REFER TO CITY PLAN COMMISSION
- 25.** Gen. Ord. No. 32-24-25 by Alderperson Belanger amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at N. Commerce Street – Parcel No. 59281501550 from Class Urban Commercial to Class Urban Industrial Classification. REFER TO CITY PLAN COMMISSION
- 26.** Gen. Ord. No. 33-24-25 by Alderpersons Rust and La Fave amending Section 2-581 of the Sheboygan Municipal Code regarding residency requirements to delete the reference to the Architectural Review Board. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
- 27.** Gen. Ord. No. 34-24-25 by Alderperson Belanger amending section 105-1006 of the Sheboygan Municipal Code so as to remove responsibility for the Housing Rehabilitation Load Program from the Historic Preservation Commission. REFER TO PLAN COMMISSION

OTHER MATTERS AUTHORIZED BY LAW

ADJOURN MEETING

- 28.** Motion to Adjourn

In compliance with Wisconsin's Open Meetings Law, this agenda was posted in the following locations more than 24 hours prior to the time of the meeting:

*City Hall • Mead Public Library
Sheboygan County Administration Building • City's website*

CITY OF SHEBOYGAN

NINETEENTH REGULAR COMMON COUNCIL MEETING MINUTES

Monday, January 06, 2025

OPENING OF MEETING**1. Roll Call**

Alderspersons present: Belanger, Dekker, Felde (remote), Heidemann, Mitchell, Perrella, Peterson, Ramey, Rust (remote) – 9.

Aldersperson excused: La Fave – 1.

2. Pledge of Allegiance**3. Approval of Minutes**

Eighteenth Regular Council Meeting held on December 16, 2024

MOTION TO APPROVE

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Dekker, Felde, Heidemann, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

4. Confirmation of Mayoral Appointments

Paul Rudnick, Eileen Simenz, Stephanie Rankun, Delaine Reichert, Liz Kelsch, Dakota Graff, Lynn Potyen, Derek Muench, Brian Doudna, and Deidre Martinez to the Business Improvement District Board of Directors for the 2025-2026 Term

MOTION TO CONFIRM

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Dekker, Felde, Heidemann, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

5. Public Forum

Limit of five people having five minutes each with comments limited to items on this agenda. No one spoke.

6. Mayor's Announcements

Upcoming Community Events, Proclamations, Employee Recognitions

HEARINGS

7. Hearing No. 12-24-25 pursuant to a notice published and letters sent by the City Clerk, this hearing is to allow interested parties to be heard relative to a proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to change the Use District Classification of property located at 2258 Calumet Drive – Parcel No. 59281621470 from Class Neighborhood Residential (NR-6) to Class Urban Commercial (UC) Classification. Thomas Burgin spoke.

MOTION TO CLOSE THE HEARING.

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Dekker, Felde, Heidemann, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

CONSENT

8. Motion to Receive and File all R.O.'s, Receive all R.C.'s and Adopt all Resolutions and Ordinances

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Dekker, Felde, Heidemann, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

9. R. C. No. 193-24-25 by Finance and Personnel Committee to whom was referred R. O. No. 84-24-25 by City Clerk submitting a claim from Mercy Yang/Steven Vue for alleged damages to vehicle when it struck a loose sewer hole lid; recommends filing the document.

MOTION TO RECEIVE THE R. C. AND FILE THE DOCUMENT

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Dekker, Felde, Heidemann, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

10. R. C. No. 195-24-25 by Finance and Personnel Committee to whom was referred Res. No. 137-24-25 by Alderpersons Mitchell and Perrella authorizing entering into a Pre-Development Agreement with Cherry Faith Properties, LLC regarding construction of mixed-use development on the property located at 1512 North 17th Street; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Dekker, Felde, Heidemann, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

11. R. C. No. 200-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 138-24-25 by Alderpersons Rust and La Fave authorizing the appropriate City officials to execute the documents necessary to purchase an ambulance from Pomasl Fire Equipment, Inc. for the Sheboygan Fire Department and to make other purchases necessary to equip the new ambulance; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Dekker, Felde, Heidemann, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

REPORT OF OFFICERS

12. R. O. No. 98-24-25 by Transit Commission to whom was referred Res. No. 85-24-25 by Alderpersons Dekker, Rust, and Mitchell accepting and approving the Public Transportation Agency Safety Plan (2024); recommends adopting the Resolution.

MOTION TO RECEIVE THE R. O. AND ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Dekker, Felde, Heidemann, Mitchell, Perrella, Peterson, Ramey,

- 13. R. O. No. 96-24-25 by City Clerk submitting a Summons and Complaint in the matter of BankUnited N.A. vs. Joseph P. Champeau et al. REFER TO FINANCE AND PERSONNEL COMMITTEE
- 14. R. O. No. 97-24-25 by City Clerk submitting a Summons and Complaint in the matter of Planet Home Lending, LLC. vs. Breanna Crump et al. REFER TO FINANCE AND PERSONNEL COMMITTEE
- 15. R. O. No. 95-24-25 by City Clerk submitting a license application. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

RESOLUTIONS

- 16. Res. No. 146-24-25 by Alderpersons Dekker and Rust scheduling a spring primary election for candidates for city office in 2025 in all races where there are three or more candidates.

MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Dekker, Felde, Heidemann, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

- 17. Res. No. 147-24-25 by Alderpersons Mitchell and Perrella authorizing the Finance Director to write off the loan balance on the City’s Balance Sheet for 2313 N 5th Street and directing the City Attorney’s Office to submit a release of mortgage to the Sheboygan County Register of Deeds.

MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION

Motion made by Mitchell, Seconded by Perrella.

Voting Yea: Belanger, Dekker, Felde, Heidemann, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

- 18. Res. No. 145-24-25 by Alderpersons Mitchell and Perrella authorizing the issuance and sale of up to \$846,365 TAXABLE GENERAL OBLIGATION LEAD SERVICE LINE REPLACEMENT PROMISSORY NOTES, SERIES 2025, and providing for other details and covenants with respect thereto.

MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION

Motion made by Mitchell, Seconded by Perrella.

Voting Yea: Belanger, Dekker, Felde, Heidemann, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

REPORT OF COMMITTEES

- 19. R. C. No. 194-24-25 by Finance and Personnel Committee to whom was referred Res. No. 134-24-25 by Alderpersons Mitchell and Perrella confirming the final allocation for expenses utilizing American Rescue Plan Act (ARPA) funds to pay for various eligible capital projects and authorizing the Finance Director to complete a 2024 budget amendment with associated anticipated costs; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Mitchell, Seconded by Perrella.

Voting Yea: Belanger, Dekker, Felde, Heidemann, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

- 20. R. C. No. 196-24-25 by Finance and Personnel Committee to whom was referred Res. No. 140-24-25 by Alderpersons Mitchell and Perrella authorizing the Purchasing Agent to issue a purchase order for the purchase and installation of an automated materials handling system for return materials at Mead Public Library; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Mitchell, Seconded by Perrella.

Voting Yea: Belanger, Dekker, Felde, Heidemann, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

- 21. R. C. No. 197-24-25 by Finance and Personnel Committee to whom was referred Res. No. 141-24-25 by Alderpersons Mitchell and Perrella amending the 2024 budget for various expenses incurred or planned; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Mitchell, Seconded by Perrella.

Voting Yea: Belanger, Dekker, Felde, Heidemann, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

- 22. R. C. No. 198-24-25 by Finance and Personnel Committee to whom was referred Direct Referral Res. No. 143-24-25 by Alderpersons Mitchell and Perrella adopting a Citizen Participation Plan which is required when funds are required from the U. S. Department of Housing and Urban Development, Community Development Block Grant Program; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Mitchell, Seconded by Perrella.

Voting Yea: Belanger, Dekker, Felde, Heidemann, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

- 23. R. C. No. 199-24-25 by Finance and Personnel Committee to whom was referred Direct Referral Res. No. 144-24-25 by Alderpersons Mitchell and Perrella authorizing Kristen Fish-Peterson of Redevelopment Resources, LLC to act on behalf of the Mayor as a Certifying Officer for the issuance of environmental reviews related to the HUD Community Development Block Grant (CDBG) program; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Mitchell, Seconded by Perrella.

Voting Yea: Belanger, Dekker, Felde, Heidemann, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

GENERAL ORDINANCES

- 24. Gen. Ord. No. 29-24-25 by Alderpersons Dekker, Perrella, and Rust amending Section 2-126 of the Sheboygan Municipal Code so as to change the council rule regarding remote attendance.
REFER TO FINANCE AND PERSONNEL COMMITTEE

25. Gen. Ord. No. 30-24-25 by Alderperson Belanger amending several sections of Chapter 105 of the Sheboygan Municipal Code so as to eliminate the Architectural Review Board and giving those powers to the Plan Commission. REFER TO PLAN COMMISSION

MATTERS LAID OVER

26. R. O. No. 79-24-25 by City Plan Commission to whom was referred Gen. Ord. No. 20-24-25 by Alderpersons Belanger and La Fave and R. O. No. 73-24-25 by City Clerk submitting application to amend the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 2258 Calumet Drive - Parcel No. 59281621470 from Class Neighborhood Residential (NR-6) to Class Urban Commercial (UC) Classification; recommends filing the R. O. and adopting the Ordinance.

MOTION TO RECEIVE THE R. O. AND ADOPT THE ORDINANCE

Motion made by Belanger, Seconded by Peterson.

Voting Yea: Belanger, Dekker, Felde, Heidemann, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

OTHER MATTERS AUTHORIZED BY LAW – None.

ADJOURN MEETING

27. Motion to Adjourn

MOTION TO ADJOURN AT 6:34 PM

Motion made by Dekker, Seconded by Perrella.

Voting Yea: Belanger, Dekker, Felde, Heidemann, Mitchell, Perrella, Peterson, Ramey, Rust – 9.

January 20, 2025

Resignation

Andy Hopp from the Board of License Examiners effective immediately.

**CITY OF SHEBOYGAN
R. C. 201-24-25**

BY FINANCE AND PERSONNEL COMMITTEE.

JANUARY 20, 2025.

Your Committee to whom was referred R. O. No. 80-24-25 by City Clerk submitting a Notice of Claim from Holden & Hahn, S.C. regarding Dave's Who's Inn; recommends filing the document.

Committee:

_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
R. O. 80-24-25**

BY CITY CLERK.

NOVEMBER 4, 2024.

Submitting a Notice of Claim from Holden & Hahn, S.C. regarding Dave's Who's Inn.

HOLDEN & HAHN, S.C.
ATTORNEYS AT LAW
903 NORTH SIXTH STREET
SHEBOYGAN, WI 53081
TELEPHONE: (920) 458-0707
FACSIMILE: (920) 458-4359

RICHARD B. HAHN
email: consult@holdenandhahn.com

CHRISTOPHER M. EIPPERT
email: c.eippert@holdenandhahn.com

October 28, 2024

Via Hand Delivery

Licensing, Hearings and Public Safety
Committee
c/o Meredith DeBruin
Sheboygan City Hall
828 Center Avenue, Rm 106
Sheboygan, WI 53081

Via Hand Delivery

City of Sheboygan
c/o Meredith DeBruin
828 Center Avenue
Suite 103
Sheboygan, WI 53081

RE: Dave's Who's Inn, Inc. – 835 Indiana Avenue
Notice of Claim Pursuant to Wis. Stat. § 893.80(1d)(a) and (b)
Our File No. 21952

Dear Ms. DeBruin:

As you may recall, our office represents Dave's Who's Inn, Inc. ("Who's Inn") and David Repinski ("Mr. Repinski") in connection with all matters relating to the tavern at 835 Indiana Avenue owned by Who's Inn. Mr. Repinski is the agent and owner of Who's Inn. The address of Mr. Repinski is adjacent to the tavern and is 829 Indiana Avenue, Sheboygan, Wisconsin 53081. This letter serves as the Notice of Circumstances and Notice of Claim to the Licensing, Hearings and Public Safety Committee (the "Committee") and City of Sheboygan pursuant to Wisconsin Statutes Section 893.80(1d)(a) and (b).

I. NOTICE OF CIRCUMSTANCES OF CLAIM

The circumstances surrounding the claim of Who's Inn and Mr. Repinski commenced in 2022. At a meeting of the Committee on May 25, 2022, the Committee met to discuss the Class B Liquor License of Who's Inn, and based upon the recommendation of City Attorney Charles Adams ("Attorney Adams"), it attached conditions to the issuance of the Class B Liquor License to Who's Inn to include, but not be limited to, the use of a metal detector and scanner on all patrons entering the premises, as well as the prohibition of minor on the premises. These conditions were unprecedented and had no basis in fact or law, but nevertheless, were adopted by the City of Sheboygan Common Council ("Common Council") upon recommendation of the Committee. These conditions were made part of the Class B Liquor License issued to Who's Inn commencing June 30, 2022 and ending June 30, 2023. These conditions were imposed even though the Committee had no rules in place, or were

Licensing, Hearings and Public Safety Committee
City of Sheboygan
October 28, 2024
Our File No. 21952
Page Two

empowered to impose a year-long license containing conditions such as the requirement of metal detectors, scanners and prohibition of minors at the tavern.

It is believed that the issue of conditions attached to the license of Who's Inn was addressed again by the Committee on May 24, 2023. At that time, and without any discussion or any opportunity to be heard, the Committee renewed the license of Who's Inn subject to the same conditions that had been imposed the year before, and further, without factual or legal basis to impose those conditions. Those conditions were then adopted by the Common Council. Who's Inn was required to operate another year subject to those illegal conditions.

During 2022 through August, 2024, Sheboygan law enforcement made numerous, regular, and unnecessary visits to the tavern with the purported intention of enforcing the illegal conditions that had been imposed by the Committee and approved by the Council. Patrons and employees of the tavern were the subject of harassment, which was unlike any other tavern in the City of Sheboygan.

On June 30, 2024, Mr. Repinski attempted to renew the Class B Liquor License of Who's Inn. In an unprecedented condition, the license was refused to him unless he signed a statement acknowledging the illegal conditions that had been imposed by the Committee and adopted by the Common Council. This signed acknowledgement was never required of Who's Inn, nor has it been required of any other licensed establishment in the City of Sheboygan. On behalf of Who's Inn, Mr. Repinski refused to execute the signed acknowledgement required of him, and the City Clerk refused to issue a Class B Liquor License, essentially shutting down Who's Inn indefinitely.

The Committee met again on July 25, 2024 to consider the request by Mr. Repinski as the agent for Who's Inn to modify the conditions imposed upon the license since 2022. The Committee recommended that the conditions be modified and that the prohibition of underaged persons on the premises be eliminated and the requirement of metal detectors be confined to the periods between 10:00 p.m. and closing time on Fridays, Saturdays, and Sundays. The tavern remained closed as the illegal conditions had not yet been eliminated.

The Common Council considered recommendations of the Committee on August 5, 2024, at which time, the City of Sheboygan agreed to rescind all of the previously imposed conditions on the license of Who's Inn. It was only at that time that the license was issued and Who's Inn resumed operations.

Licensing, Hearings and Public Safety Committee
City of Sheboygan
October 28, 2024
Our File No. 21952
Page Three

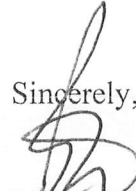
II. LEGAL ACTION AND NOTICE OF CLAIM

Who's Inn and/or Mr. Repinski intend to pursue legal action against the Committee and City of Sheboygan for money damages arising out of the illegal conditions that had originally been imposed on the Class B Liquor License from the time of the original adoption of those conditions in 2022 through to the illegal renewal of those conditions, and then the final requirement that Who's Inn accept those conditions in writing and admit that they were somehow voluntarily agreed to by Who's Inn and Mr. Repinski, when in fact they were not.

Who's Inn has suffered damages arising out of not having a liquor license and being closed for business from July 1, 2024 through August 5, 2024. Who's Inn's net profit for the year ending June 30, 2024 was One Hundred Thirty-Four Thousand Nine Hundred Two Dollars and 42/100 Cent (\$134,902.42). Based on the closure of the business for thirty-five (35) days from July 1, 2024 through August 5, 2024, Who's Inn has been deprived of Twelve Thousand Nine Hundred Thirty-Five Dollars and 85/100 Cents (\$12,935.85) of profit. Who's Inn has further suffered damages relating to loss of business and other monetary damages arising out of the illegal imposition of conditions by the Committee and the adoption of those conditions by the Common Council up to and through August 5, 2024.

We are serving this notice on Ms. DeBruin as we understand that she is the only person who would be considered a clerk of the Committee, as well as the City of Sheboygan. If this is incorrect, or if there is a separate individual who fills this role, please let us know immediately.

Sincerely,



Richard Hahn

RH/jl

cc: City Attorney Charles Adams (Via Email)
David Repinski (Via Email)

**CITY OF SHEBOYGAN
R. C. 204-24-25**

BY PUBLIC WORKS COMMITTEE.

JANUARY 20, 2025.

Your Committee to whom was referred Gen. Ord. No. 28-24-25 by Alderpersons Dekker and Ramey establishing new winter parking restrictions on North 36th Street between Bonnie Court and Main Avenue; recommends adopting the Ordinance.

Committee:

_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
GENERAL ORDINANCE 28-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

DECEMBER 16, 2024.

AN ORDINANCE establishing new winter parking restrictions on North 36th Street between Bonnie Court and Main Avenue.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

SECTION 1: Pursuant to Sheboygan Municipal Code Section 52-108, which authorizes the Common Council to establish regulations limiting the time and prescribing the hours for parking, standing, and stopping of vehicles and to designate the areas in streets, alleys, and other public places to which the regulations apply, the following location is hereby added to the list of locations with prohibited parking periods:

<u>Street</u>	<u>Side</u>	<u>Extent</u>	<u>Times</u>
N. 36 th St.	West	Between Bonnie Ct. & Main Ave.	Dec. 1 to March 31

SECTION 2: The Department of Public Works is hereby authorized and directed to install all signs necessary and appropriate to communicate this ordinance with the public.

SECTION 3: The Police Department is hereby authorized and directed to enforce the parking restrictions established by this ordinance.

SECTION 4: REPEALER CLAUSE All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 5: EFFECTIVE DATE This ordinance shall be in effect from and after passage and publication according to law.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
R. C. 202-24-25**

BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.

JANUARY 20, 2025.

Your Committee to whom was referred R. O. No. 91-24-25 by City Clerk submitting various license applications; recommends approving application no. 3696 (Club Leon) with warning.

Committee:

_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
R. O. 91-24-25**

BY CITY CLERK

DECEMBER 2, 2024

Submitting various license applications.

“CLASS B” RESERVE LIQUOR LICENSE (June 30, 2025)(NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3696	Club Leon Bar and Grill, LLC (Club Leon Bar and Grill)	933 Indiana Avenue

“CLASS B” LIQUOR LICENSE (June 30, 2025)(NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3695	Steve ‘n Faye’s Tiny Tap (Steve ‘n Faye’s Tiny Tap)	2140 Calumet Drive

**CITY OF SHEBOYGAN
R. C. 205-24-25**

BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.

JANUARY 20, 2025.

Your Committee to whom was referred R. O. No. 95-24-25 by City Clerk submitting a license application; recommends approving the application.

Committee:

_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

**CITY OF SHEBOYGAN
R. O. 95-24-25**

BY CITY CLERK.

JANUARY 6, 2025.

Submitting a license application.

CIGARETTE/TOBACCO (June 30, 2025) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3703	Sheboygan Tobacco Outlet LLC (Sheboygan Smoke and Vape)	2703 S. Business Drive

**CITY OF SHEBOYGAN
R. O. 103-24-25**

BY CITY PLAN COMMISSION.

JANUARY 20, 2025.

Your Commission to whom was referred Gen. Ord. No. 30-24-25 by Alderperson Belanger amending several sections of Chapter 105 of the Sheboygan Municipal Code so as to eliminate the Architectural Review Board and giving those powers to the Plan Commission; recommends adopting the Ordinance.

**CITY OF SHEBOYGAN
ORDINANCE 30-24-25**

BY ALDERPERSON BELANGER.

JANUARY 6, 2025.

AN ORDINANCE amending several sections of Chapter 105 of the Sheboygan Municipal Code so as to eliminate the Architectural Review Board and giving those powers to the Plan Commission.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

SECTION 1: **AMENDMENT** “Sec 105-685 Regulations Applicable To All Land Uses” of the Sheboygan Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Sec 105-685 Regulations Applicable To All Land Uses

- (a) All uses of land initiated within the jurisdiction of this chapter on, or following, the effective date of the ordinance from which this chapter is derived shall comply with all of the provisions of this chapter. Specifically:
- (1) *Land use regulations and requirements.* All uses of land shall comply with all the regulations and requirements of article III of this chapter, pertaining to the types of uses to which land may be put, and to various requirements which must be met for certain types of land uses within particular zoning districts. Such regulations and requirements address both general and specific regulations which land uses shall adhere to; and which are directly related to the protection of the health, safety and general welfare of the city residents and its environs.
 - (2) *Density and intensity regulations and requirements.* All development of land shall comply with all the regulations and requirements of article IV of this chapter, pertaining to the maximum permitted density (for residential land uses) and intensity (for nonresidential land uses) of land uses. Such regulations and requirements address issues such as floor area ratios (FARs), green space ratios (GSRs), and landscape surface ratios (LSRs); which are directly related to, and are a critical component of, density and intensity and the protection of the health, safety, and general welfare of the city residents and its environs.
 - (3) *Bulk regulations and requirements.* All land use or development of land shall comply with all the regulations and requirements of article V of this chapter, pertaining to the maximum permitted bulk of structures and the location of structures on a lot. Such regulations and requirements address issues such as

height, setbacks from property lines and rights-of-way, and minimum separation between structures; which are directly related to, and a critical component of, the effective bulk of a structure and the protection of the health, safety, and general welfare of the city residents and its environs.

- (4) *Natural resources and green space regulations and requirements.* All land use or development of land shall comply with all the regulations and requirements of article VI of this chapter, pertaining to the protection of sensitive natural resources and required green space areas. Such regulations and requirements address issues such as absolute protection, partial protection, and mitigation; which are directly related to, and a critical component of, the protection of natural resources and the protection of the health, safety, and general welfare of the city residents and its environs.
- (5) *Landscaping and bufferyards regulations and requirements.* All development of land shall comply with all the regulations and requirements of article VII of this chapter, pertaining to the provision of landscaping and bufferyards. Such regulations and requirements address issues such as minimum required landscaping of developed land, and minimum required provision of bufferyards between adjoining zoning districts or development options; which are directly related to, and a critical component of, the protection of the health, safety, and general welfare of the city residents and its environs.
- (6) *Performance standards and requirements.* All development of land shall comply with all the regulations and requirements of article VIII of this chapter, pertaining to the provision of appropriate access, parking, loading, storage, and lighting facilities. Such regulations and requirements address issues such as maximum permitted access points, minimum required parking spaces, the screening of storage areas, and maximum permitted intensity of lighting, as well as defining acceptable levels of potential nuisances such as noise, vibration, odors, heat, glare and smoke; which are directly related to, and a critical component of, the protection of the health, safety, and general welfare of the city residents and its environs.
- (7) *Signage regulations and requirements.* All land use or development of land shall comply with all the regulations and requirements of article IX of this chapter, pertaining to the type and amount of signage permitted on property. Such regulations and restrictions address issues such as the maximum area of permitted signage and the number and types of permitted signage; which are directly related to, and a critical component of, the protection of the health, safety, and general welfare of the city residents and its environs.
- (8) *Procedural regulations and requirements.* All land use or development of land shall comply with all the regulations and requirements of article X of this chapter, pertaining to the procedures necessary to secure review and approval of land use or development. Such regulations and restrictions address both procedural and technical requirements; and are directly related to, and a critical component of, the protection of the health, safety, and general welfare of the city residents and its environs. At a minimum, all development shall be subject

to the requirements of section 105-1001.

(b) *Number of buildings per lot.* In the RA-35ac, ER-1, SR-3, SR-5 and NR-6 Districts, only one principal building shall be permitted on any one lot. In the MR-8, UR-12, NO, SO, NC, SC, UC, CC, SI, UI, and HI Districts, more than one principal building shall be permitted on any one lot upon the granting of a conditional use permit for group development in compliance with section 105-749.

(1) *Number of land uses per building.*

- a. No more than one nonresidential land use shall be permitted in any building unless a conditional use permit for a group development is granted in compliance with section 105-749.
- b. With the exceptions of a commercial apartment or a home occupation, no building containing a nonresidential land use shall contain a residential land use. (See section 105-722(a) and s.)

(2) *Division or combining of a lot.* No recorded lot shall be divided into two or more lots, and no two or more recorded lots shall be combined into one or more lots, unless such division or combination results in the creation of lots, each of which conforms to all the applicable regulations of the zoning district in which said lot is located, as set forth in this chapter. (See also the land division regulations.)

(3) *Large-scale buildings.* All large-scale retail, commercial and industrial buildings in excess of 20,000 square feet are subject to the following additional requirements:

- a. *Policy on vacation of existing sites.* Where such a building is proposed as a replacement location for a business already located within the city, the city shall prohibit any privately imposed limits on the type of use or reuse of the previously occupied building through conditions of sale or lease.
- b. *Continuing maintenance plan.* In the event a large-scale building is vacated, the owner/developer shall submit a plan to the city for the continued maintenance of the property which addresses how the owner/developer will avoid any nuisance violations or the owner/developer shall submit a plan to the city which addresses the removal or the proposed reuse of the building. This plan must be submitted within 12 months after the vacancy; provide however, the time limit may be extended by the plan commission upon showing of good cause.
- c. *Absolute building area cap.* No individual retail or commercial building shall exceed a total of 155,000 square feet in gross floor area. This cap may be exceeded only by the granting of a conditional use permit.
- d. *Outlots.* All buildings on outlots shall be of architectural quality comparable to the primary structure as determined by the ~~architectural review board~~ plan commission.

(Ord. of 2-7-2020, § 15.205)

SECTION 2: AMENDMENT “Sec 105-1004 Urban Design Overlay Zoning District Procedures” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 105-1004 Urban Design Overlay Zoning District Procedures

- (a) *Purpose and scope.* This district is intended to implement the urban design recommendations of the comprehensive master plan by preserving and enhancing the aesthetic qualities (historical and visual) of the community, and by attaining a consistent visually pleasing image for various portions of the city. As emphasized by said Plan, this district is designed to forward both aesthetic and economic objectives of the city by controlling the site design and appearance of development within the district in a manner which is consistent with sound land use, urban design, and economic revitalization principals. The application of these standards will ensure the long-term progress and broad participation toward these principles.
- (b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Cornice means the topmost projecting portion of the entablature, or top portion of a building. The term "cornice" also refers to any crowning projection of a building.

Header means a brick laid so that the end only appears on the face of the wall, as opposed to a stretcher, which is a brick laid so that the side only appears.

Kickplate means a horizontal area on the facade of a building located between the sidewalk/entrance pavement and the lowest storefront windows.

Sign band means a horizontal area on the facade of a building located between the transom and the cornice, which is typically opaque and provides a location for signage indicating the name of the establishment.

Sill means a horizontal, lower member or bottom of a door or window casing.

Transom means a horizontal bar of stone, wood or glass across the opening of a door or window.

- (c) *Designation of urban design overlay zoning district boundaries.* The following urban design overlay zoning districts are designated on sheet two of the official zoning map. (This listing and official zoning map designation will be provided following adoption of the city comprehensive master plan.)
- (d) *Powers and duties of the zoning administrator and the ~~architectural review board~~plan commission for all development.* Proposed changes to the exterior appearance (no

structural changes) of properties used exclusively for one- and two-family residential purposes are hereby excluded from the provisions of this section. All other development applications within an urban design overlay zoning district are subject to one of the following three processes, as determined by the zoning administrator.

- (1) Applications which involve only a renovation of the exterior appearance of a property (such as repainting, re-roofing, residing or replacing with identical colors and materials approved by the city and listed in the attached Appendix), or a change in the exterior appearance of a property in absolute clear and complete compliance with the provisions of subsection (i) of this section (as determined by the zoning administrator), are subject to renovation review by the zoning administrator. The zoning administrator shall determine whether the petition requires only certification of thorough compliance with the technical requirements set out in subsection (e)(2) of this section. In part, this effort shall be guided by the attached appendix, which provides a list of sample projects which are eligible for this form of review;
 - (2) Applications which involve only a change in the appearance of a property (such as painting, roofing, siding, architectural component substitution, fencing, paving, or signage), are subject to design review by the zoning administrator and the ~~architectural review board~~ plan commission. The zoning administrator shall serve as the liaison between the applicant and the ~~architectural review board~~ plan commission in facilitating the thorough and expedient review of an application and shall ensure that the technical and procedural requirements of city zoning regulations are met. The ~~architectural review board~~ plan commission shall serve as the final review and determining body in these matters and shall focus its review on whether the application complies with south aesthetic, urban design, historic and architectural practices pursuant to the procedures outlined in subsection (e)(2) of this section. In part, this effort shall be guided by the comprehensive master plan.
 - (3) Applications which involve modification to the physical configuration of a property (such as grading, the erection of a new building, the demolition of an existing building, or the addition or removal of bulk to an existing building) are subject to project review by the zoning administrator and the ~~architectural review board~~ plan commission. The zoning administrator shall serve as the liaison between the applicant and the ~~architectural review board~~ plan commission in facilitating the thorough and expedient review of an application and shall ensure that the technical and procedural requirements of city zoning regulations are met. The ~~architectural review board~~ plan commission shall serve as the initial and final review and determining body in these matters and shall focus its review on whether the application complies with sound aesthetic, urban design, historic and architectural practices pursuant to the procedures outlined in subsection (e)(2) of this section. In part, this effort shall be guided by the comprehensive master plan.
- (e) *Procedure for project review and approval.*
- (1) *Renovation review.* Applications which involve only a renovation of the exterior appearance of a property (such as repainting, re-roofing, residing or

replacing with identical colors and materials approved by the city and listed in the attached appendix,) or a change in the exterior appearance of a property in absolute clear and complete compliance with the provisions of subsection (i) of this section (as determined by the zoning administrator), are subject to renovation review by the zoning administrator. The zoning administrator shall serve to determine whether the application simply requires certification of thorough compliance with the technical requirements below. In part, this effort shall be guided by the attached appendix, which provides a list of sample projects which are eligible for this form of review. (Refer to the procedure summary chart at the end of this section.)

- (2) *Application requirements.* All applications for renovation review shall be made to the zoning administrator and shall be accompanied by the building permit application, and, in addition, shall be accompanied by all of the following, in addition to the requirements for site plan (per section 105-1001):
- a. A clear depiction of the existing appearance of the property. Clear color photographs are recommended for this purpose. Scaled and dimensioned drawings of existing components such as windows, doors, railings, fencing or other site components, or detailed building elevations which are proposed for alteration or replacement may be required by the zoning administrator.
 - b. A clear depiction of the proposed appearance of the property. Paint charts, promotional brochures, or clear color photographs of replacement architectural components are recommended for this purpose. Scaled and dimensioned drawings of proposed components such as windows, doors, railings, fencing or other site components, or detailed building elevations which are proposed for renovation or replacement may be required by the zoning administrator.
 - c. A written description of the proposed renovation, including a complete listing of proposed components, materials, and colors.
 - d. Written justification for the proposed renovation consisting of the reasons why the applicant believes the requested alteration is in harmony with the recommendations of the comprehensive master plan, particularly as evidenced by compliance with the standards set out in subsection (e)(1)a of this section.
- (3) *Review by the zoning administrator.* The application for renovation review shall be reviewed by the city following the procedure required for conditional uses per section 105-998.

- (f) *Design review.* Applications which involve only a change in the appearance of a property (such as painting, roofing, siding, architectural component substitution, fencing, paving, or signage), are subject to design review by the zoning administrator and the ~~architectural review board~~plan commission. The zoning administrator shall serve as the liaison between the applicant and the ~~architectural review board~~plan commission in facilitating the thorough and expedient review of an application and shall ensure that the technical and procedural requirements of city zoning regulations are met. The ~~architectural review board~~plan commission shall serve as the final review

and determining body in these matters and shall focus its review on the application's compliance with sound aesthetic, urban design, historic and architectural practices per the procedures outlined below. In part, this effort shall be guided by the urban design guidelines of the comprehensive master plan.

- (1) *Procedure.* Urban design review proposals shall follow the procedures for conditional use permits, see section 105-998.
 - (2) *Application requirements.* In addition to the application requirements for conditional use permits, section 105-998, all applications for urban design review shall be made to the zoning administrator and shall be accompanied by the building permit application, and, in addition, shall be accompanied by all of the following:
 - (3) A clear depiction of the existing appearance of the property. Clear color photographs are recommended for this purpose. Scaled and dimensioned drawings of existing components such as windows, doors, railings, fencing or other site components, or detailed building elevations which are proposed for alteration or replacement may be required by the city.
 - (4) A clear depiction of the proposed appearance of the property. Paint charts, promotional brochures, or clear color photographs of replacement architectural components are recommended for this purpose. Scaled and dimensioned drawings of proposed components such as windows, doors, railings, fencing or other site components, or detailed building elevations which are proposed for alteration or replacement may be required by the city.
 - (5) A written description of the proposed modification, including a complete listing of proposed components, materials, and colors.
 - (6) Written justification for the proposed alteration consisting of the reasons why the applicant believes the requested alteration is in harmony with the recommendations of the comprehensive master plan, particularly as evidenced by compliance with the standards set out in subsection (e)(2)b.2 of this section, using the following question to develop said written justification:
 - (7) How is the proposed alteration in harmony with the recommendations of the comprehensive master plan, particularly as evidenced by compliance with subsection (i) of this section?
- (g) *Project review.* Applications which involve modification to the physical configuration of a property (such as the erection of a new building, the demolition of an existing building, or the addition or removal of bulk to an existing building) are subject to project review by the zoning administrator and the ~~architectural review board~~plan commission. Specifically, the powers of the zoning administrator, ~~architectural review board~~plan commission, and the zoning board of appeals within the urban design overlay zoning district shall be as described in the following sections. The zoning administrator shall serve as the liaison between the applicant and the city in facilitating the thorough and expedient review of an application and shall ensure that the technical and procedural requirements of city zoning regulations are met. The ~~architectural review board~~plan commission shall serve as the initial and final discretionary review body and shall focus its review on the application's compliance with sound land use, site design and economic revitalization practices. In part, this effort shall be guided by

the comprehensive master plan. (Refer to the procedure summary chart at the end of this section.)

(1) *Procedure*. Project review proposals shall follow procedures for conditional use permits, refer to section 105-998.

(2) *Application requirements*. In addition to the application requirements for conditional use permits, section 105-998, all applications for project review shall be made to the zoning administrator and shall be accompanied by the building permit application, and, in addition, shall be accompanied by all of the following:

- a. A clear depiction of the existing appearance of the property. Clear color photographs are recommended for this purpose. Scaled and dimensioned drawings of existing components such as windows, doors, railings, fencing or other site components, or detailed building elevations which are proposed for alteration or replacement may be required by the city;
- b. A clear depiction of the proposed appearance of the property. Paint charts, promotional brochures, or clear color photographs of replacement architectural components are commended for this purpose. Scaled and dimensioned drawings of proposed components such as windows, doors, railings, fencing or other site components, or detailed building elevations which are proposed for alteration or replacement may be required by the city;
- c. For all projects involving a new building, or an addition exceeding 100 square feet of gross floor area, a detailed site plan which provides the following information;
- d. A title block indicating name and address of the current property owner, developer and project consultants;
- e. The date of the original plan and the latest date of revision to the plan;
- f. A north arrow and a graphic scale. Said scale shall not be smaller than one inch equals 100 feet;
- g. All property lines and existing and proposed right-of-way lines with bearings and dimensions clearly labeled;
- h. All existing and proposed easement lines and dimensions with a key provided and explained on the margins of the plan as to ownership and purpose;
- i. All existing and proposed buildings, structures, and paved areas, including walks, drives, decks, patios, fences, utility poles, drainage facilities, and walls;
- j. All required building setback lines;
- k. A legal description of the subject property;
 - l. The location, type and size of all signage on the site;
- m. The location, type and orientation of all exterior lighting on the subject property;
- n. The location of all access points, parking and loading areas on the subject property, including a summary of the number of parking stalls

- and labels indicating the dimension of such areas;
 - o. The location of all outdoor storage areas;
 - p. The location and type of any permanently protected green space areas;
 - q. The location of existing and proposed drainage facilities;
 - r. In the legend, the following data for the subject property:
 - 1. Lot area;
 - 2. Floor area;
 - 3. Floor area ratio;
 - 4. Impervious surface area;
 - 5. Impervious surface ratio; and
 - 6. Building height.
 - s. A detailed landscaping plan of the subject property, at the same scale as the main plan, showing the location, species and size of all proposed plant materials;
 - t. A written description of the proposed project, including a complete listing of proposed components, materials, and colors;
 - u. Written justification for the proposed project consisting of the reasons why the applicant believes the requested alteration is in harmony with the recommendations of the comprehensive master plan, particularly as evidenced by compliance with the standards set out in subsection (e)(3)b.2 of this section, using the following question to develop said written justification;
 - v. How is the proposed project in harmony with the recommendations of the comprehensive master plan, particularly as evidenced by compliance with the standards of subsection (f) of this section?
- (h) *Additional recommendations permitted under the design review process.*
- (1) The zoning administrator is hereby authorized to make recommendations for, or require modifications to, a proposed application for renovation review; and to make recommendations for the modification of a proposed application for design review or project review.
 - (2) The ~~architectural review board~~ plan commission is hereby authorized to make recommendations for, or require modifications to, a proposed application for design review and project review.
- (i) *Appeals.* Appeals from the decisions of the zoning administrator and ~~architectural review board~~ plan commission may be made per the provisions of this Code and state statutes.
- (j) *Penalty.* Penalty for violation of the provisions of this chapter shall be per the provisions of section 105-1014.
- (k) *Urban design standards.* (Reserved).

Process for Residential and Nonresidential Proposal Review

	<i>Type of Proposal</i>
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<i>Procedure</i>	<i>Renovation¹</i>	<i>Design²</i>	<i>Project³</i>
1. Optional meeting with architectural review board <u>plan commission</u> to discuss proposal	No	optional	recommended
2. Submit zoning permit application to the zoning administrator, including:	Yes	Yes	Yes
a. Color photos/drawings of existing property, with close-ups of details	Yes	Yes	Yes
b. Drawings/depictions of proposed changes to the site & bldg. exterior	Yes	Yes	Yes
c. For new projects or additions = 100 sf, provide Site Plan including:			
i. Title block with name of current property owner and applicant;			
ii. Date of original plan graphic and date of most recent revision;			
iii. North arrow and graphic scale;			
iv. Property lines and right-of-way lines (with distances & bearings);			
v. Easements;			
vi. Existing and proposed buildings, structures and paved areas;			
vii. Required building setback lines;			
viii. Legal description of the property;			
ix. Location, size, type and orientation of all exterior signage;			
x. Location, type and orientation of all exterior lighting;			
xi. Location of all vehicle access drives, circulation areas, loading areas and parking stalls;			
xii. Location of all outdoor storage and display areas (including trash facilities);	No	No	Yes
xiii. Location and purpose of all drainage facilities;			
xiv. Location of all permanent green space areas; and			
xv. Site Summary Data: Lot Area, Floor Area, Floor Area Ratio, Impervious Surface Area, Impervious			

Surface Ratio			
d. Landscaping Plan showing the location, size and type of plants	No	No	Yes
e. Written description of proposal, including exterior materials & colors	Yes	Yes	Yes
f. Written justification of proposal answering: How does the proposal comply with the design standards?	Yes	Yes	Yes
3. Review and action by the zoning administrator/city staff	Yes	Yes	Yes
4. Review and action by the architectural review board <u>plan commission</u> on site design	No	No	Yes
5. Review and action by the architectural review board <u>plan commission</u> on aesthetics	No	Yes	Yes
6. If proposal is approved:	Yes	Yes	Yes
a. Record documents with Register of Deeds;			
b. Work must start within 365 days and be complete within 730 days;			
c. Conditions of approval run with the property.			
If the proposal is denied: It may not be resubmitted for 12 months			
KEY. Yes: Step is required. No: Step is not required.			
¹ Only a renovation of the exterior appearance of a property (replacement with replication).			
² Only a change in the appearance of a property (new colors, new materials, etc.).			
³ Modification to the physical configuration of a property (building additions, new buildings, etc.).			

(Ord. of 2-7-2020, § 15.915)

SECTION 3: AMENDMENT “Sec 105-1010 Plan Commission” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 105-1010 Plan Commission

- (a) The plan commission, together with its other statutory duties, shall make reports and recommendations relating to the plan and development of the city to the city council,

other public officials and other interested organizations and citizens. The commission, its members and employees, in the performance of its functions, may enter upon any land and make examinations and surveys.

(b) In general, the plan commission shall have such powers as may be necessary to enable it to perform its functions and promote municipal planning. Under this article, its functions are primarily recommendatory to the city council pursuant to guidelines set forth in this article as to various matters, and always being mindful of the intent and purpose of this article.

(c) The plan commission shall have the jurisdiction and authority to review applications for approval of the exterior architectural features and design of buildings and other structures in all instances in which such approval is required by subsection (e) of this section.

(d) The plan commission shall be subject to the same requirements and restrictions with respect to its meetings and rules as are contained in this section, relating to meetings and rules of the zoning board of appeals.

(e) Architectural approval by the plan commission.

(1) Required approvals. No building permit for any new nonresidential building or structure to be hereafter erected in the city, and any addition to, or alteration of nonresidential buildings or structures which alters more than 20 percent of the area of any facade of the building or structure shall be issued unless the exterior architectural features and design of such building or structure have been approved by the plan commission. Exact replacements of architectural components are exempt from this provision. Plan commission approval is not required for new nonresidential buildings or structures when such buildings or structures are developed pursuant to an approved Planned Unit Development.

(2) Application for architectural approval. An application for a building permit for a building or other structure for which the approval of the plan commission is required shall be accompanied by the following additional documents and drawings:

a. A scale drawing of all exterior elevations showing the design and appearance of the proposed building or structure.

b. A written description of the general design, arrangement, texture, material and color of the building or structure and the relationship of such factors to similar features of buildings located within the same block or located along the frontage of any block across the street from the proposed building or structure for which architectural approval is sought.

(3) Standards for architectural approval. The plan commission shall inspect the site of the proposed building or other structure for which architectural approval is sought and the immediate neighborhood of such site. After examining all of the drawings and documents submitted with the application for a building permit and for architectural approval, the plan commission shall approve the architecture and design of the proposed building or structure whenever it shall find that:

a. The exterior architectural features, including general design,

arrangement, texture, color and materials will be consistent and in harmony with the exterior architectural appeal and functional plan of the buildings located within the same block or located along the frontage of any block across the street from the proposed building or structure.

- b. The construction of the proposed building or structure will not cause a substantial depreciation in the value of the property in the same block or located along the frontage of any block across the street from the proposed building or structure because of its dissimilarity to, or failure to harmonize with, the buildings located on such property.
- c. The plan commission shall not consider the interior arrangement of buildings for which architectural approval is sought.
- d. Meetings by the plan commission. All applications for architectural approval of a building or structure shall be considered by the plan commission at a public meeting. A notice of the date, time, place and subject of the meeting shall be provided.

- (f) Recommendations shall be in writing. A recording thereof in the commission's minutes shall constitute the required written recommendation. The commission may, in arriving at its recommendation, on occasion and of its own volition, conduct its own public hearing.

(Ord. of 2-7-2020, § 15.933)

SECTION 4: **REPEAL** “Sec 105-1012 Architectural Review Board” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

~~Sec 105-1012 Architectural Review Board~~ (*Repealed*)

(a) *Architectural review board.*

- (1) *Composition.* An architectural review board consisting of seven members shall be appointed by the mayor subject to confirmation by the city council. Members of the architectural review board need not be city residents. The members of the architectural review board shall serve a term of three years. At least three members of the architectural review board shall be architects, including landscape architects, licensed to practice by the state, one member shall be a real estate broker licensed by the state, one member shall be a general contractor licensed by the city, and one member shall be a member of the plan commission. One of the members of the architectural review board shall be designated by the mayor as the chairperson and shall hold office as chairperson until a successor is appointed. The mayor shall have the power to remove any member of the architectural review board for cause upon written

charges and after a public hearing. Vacancies upon the architectural review board shall be filled for the unexpired term of the member whose place has become vacant in the manner herein provided for the appointment of such member.

- (2) *Jurisdiction and authority.* The architectural review board is hereby vested with the jurisdiction and authority to review applications for approval of the exterior architectural features and design of buildings and other structures in all instances in which such approval is required by subsection (b) of this section.
- (3) *Meetings and rules of the architectural review board.* The architectural review board shall be subject to the same requirements and restrictions with respect to its meetings and rules as are contained in this section, relating to meetings and rules of the zoning board of appeals.
- (4) *Finality of decisions of the architectural review board.* All decisions and findings of the architectural review board shall be subject to review by the plan commission in the same manner as is provided by section 105-1003 relating to appeals from decisions and determinations of the building inspector except that the plan commission shall hear said appeal utilizing the same procedures as the zoning board of appeals.

(b) *Architectural approval.*

- (1) *Required approvals.* No building permit for any new nonresidential building or structure to be hereafter erected in the city, and any addition to, or alteration of nonresidential buildings or structures which alters more than 20 percent of the area of any facade of the building or structure shall be issued unless the exterior architectural features and design of such building or structure have been approved by the architectural review board. Exact replacements of architectural components are exempt from this provision. Architectural review board approval is not required for new nonresidential buildings or structures when such buildings or structures are developed pursuant to an approved Planned Unit Development.
- (2) *Application for architectural approval.* An application for a building permit for a building or other structure for which the approval of the architectural review board is required shall be accompanied by the following additional documents and drawings:
 - a. A scale drawing of all exterior elevations showing the design and appearance of the proposed building or structure.
 - b. A written description of the general design, arrangement, texture, material and color of the building or structure and the relationship of such factors to similar features of buildings located within the same block or located along the frontage of any block across the street from the proposed building or structure for which architectural approval is sought.
- (3) *Standards for architectural approval.* The architectural review board shall inspect the site of the proposed building or other structure for which architectural approval is sought and the immediate neighborhood of such site.

After examining all of the drawings and documents submitted with the application for a building permit and for architectural approval, the architectural review board shall approve the architecture and design of the proposed building or structure whenever it shall find that:

- a. The exterior architectural features, including general design, arrangement, texture, color and materials will be consistent and in harmony with the exterior architectural appeal and functional plan of the buildings located within the same block or located along the frontage of any block across the street from the proposed building or structure.
- b. The construction of the proposed building or structure will not cause a substantial depreciation in the value of the property in the same block or located along the frontage of any block across the street from the proposed building or structure because of its dissimilarity to, or failure to harmonize with, the buildings located on such property.
- c. The architectural review board shall not consider the interior arrangement of buildings for which architectural approval is sought.
- d. *Meetings by the architectural review board.* All applications for architectural approval of a building or structure shall be considered by the architectural review board at a public meeting. A notice of the date, time, place and subject of the meeting shall be provided.

~~(Ord. of 2-7-2020, § 15.935)~~

SECTION 5: REPEALER CLAUSE All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 6: EFFECTIVE DATE This Ordinance shall take effect after its passage and publication according to law, and as of April 15, 2025.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

**CITY OF SHEBOYGAN
R. O. 99-24-25**

BY CITY CLERK

JANUARY 20, 2025.

Submitting an application for amendment of the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance for property located on N. Commerce Street - Parcel No. 59281501600 from Class Urban Commercial to Class Urban Industrial Classification.

OFFICE USE ONLY

APPLICATION NO.: _____

RECEIPT NO.: _____

FILING FEE: **\$200.00** (Payable to City of Sheboygan)

**CITY OF SHEBOYGAN
APPLICATION FOR
AMENDMENT OF OFFICIAL ZONING MAP**
(Requirements Per Section 105.996)
Revised January 2024

Completed application is to be filed with the Office of the City Clerk, City Hall, 828 Center Avenue. Application will not be processed if all required attachments and filing fee of **\$200** (payable to the City of Sheboygan) is not submitted along with a complete and legible application. Application filing fee is non-refundable.

1. APPLICANT INFORMATION

APPLICANT: RDA of the City of Sheboygan PHONE NO.: (920)459-3383

ADDRESS: 828 Center Avenue E-MAIL: development@sheboyganwi.gov

OWNER OF SITE: RDA of the City of Sheboygan PHONE NO.: (920)459-3383

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: Parcel # 59281501600

LEGAL DESCRIPTION: See attached map

PARCEL NO. 59281501600 MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION: Urban Commercial

PROPOSED ZONING DISTRICT CLASSIFICATION: Urban Industrial

BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE: Vacant Parcel

BRIEF DESCRIPTION OF THE **PROPOSED** OPERATION OR USE: Apartments

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency? There are no wetlands on the property. There are flood plains on the eastern edge of the property. The building will not be built in the floodplain.

Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map? (Provide explanation in space provided below.)

- The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.
- A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) *NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.*
- Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
- Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.
- Explain: This property will be merged with parcels to the north to create a larger parcel to build an apartment building as the City is lacking in housing units per the City's 2021 Affordable Housing Market Study.

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property? Nearby land uses include commercial, residential, and industrial. The zoning change will allow for additional multi-family units to serve the area.

Indicate reasons why the applicant believes the proposed map amendment is in harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

The proposed development will assist with meeting the number of units for new single family housing per the City's 2021 Affordable Housing Market Study.

4. CERTIFICATE

I hereby certify that all the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.

Roberta Filicky Penesky, Chair TROA 1-8-2025
APPLICANT'S SIGNATURE DATE

Roberta Filicky-Penesky
PRINT ABOVE NAME

APPLICATION SUBMITTAL REQUIREMENTS

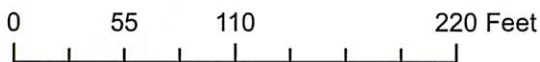
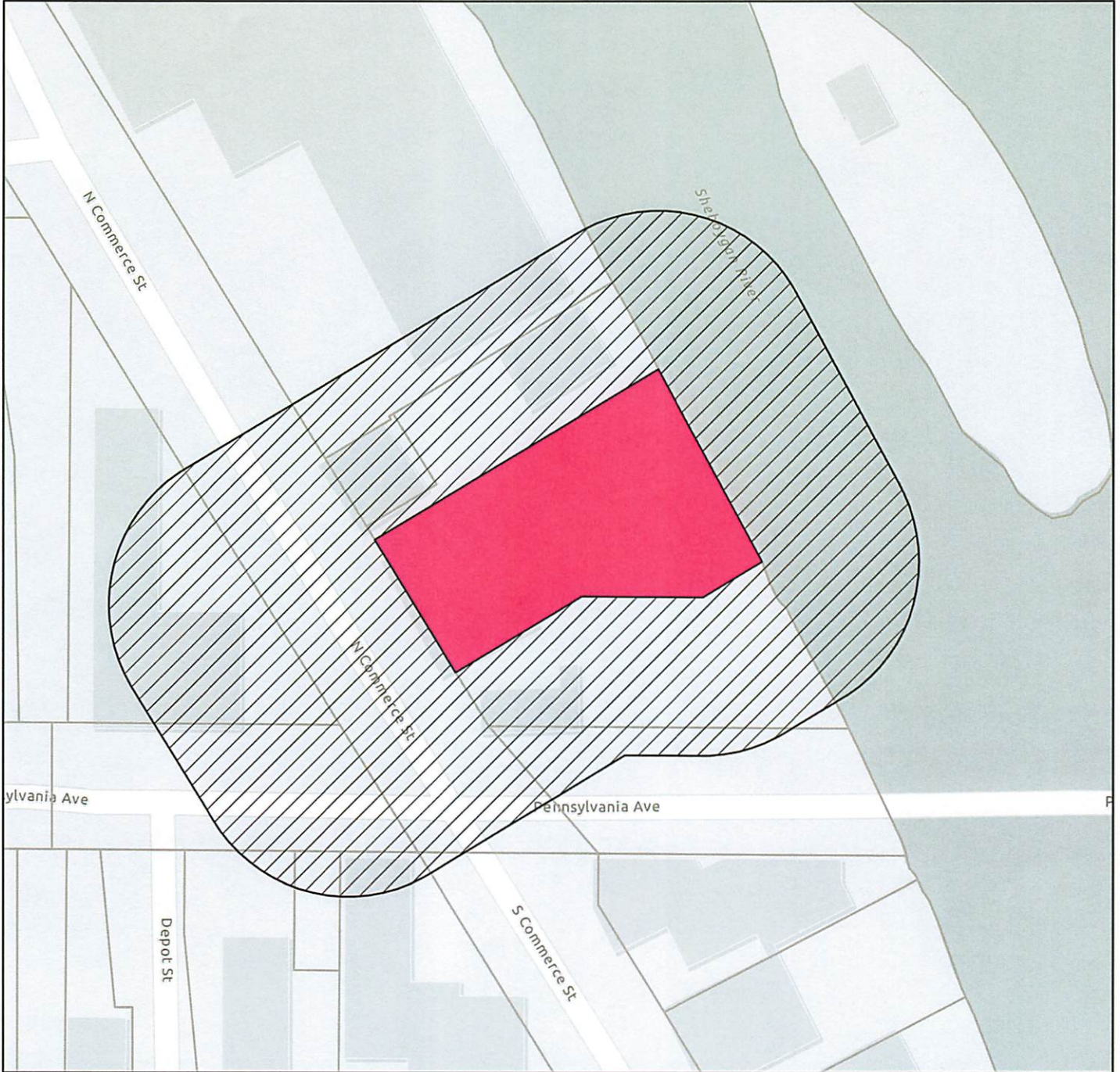
A copy of the current zoning map of the subject property and vicinity showing:

- The property proposed to be rezoned.
- All lot dimensions of the subject property.
- All other lands within 100 feet of the subject property.
- Map size not more than 11" X 17" and map scale not less than 1" = 600'.
- Graphic scale and north arrow.

PROPOSED REZONE FROM URBAN COMMERCIAL TO URBAN INDUSTRIAL

SECTION 10, TOWNSHIP 14 NORTH, RANGE 23 EAST

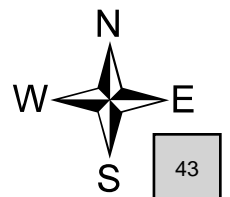
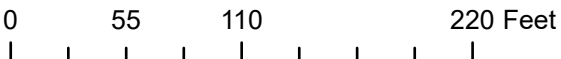
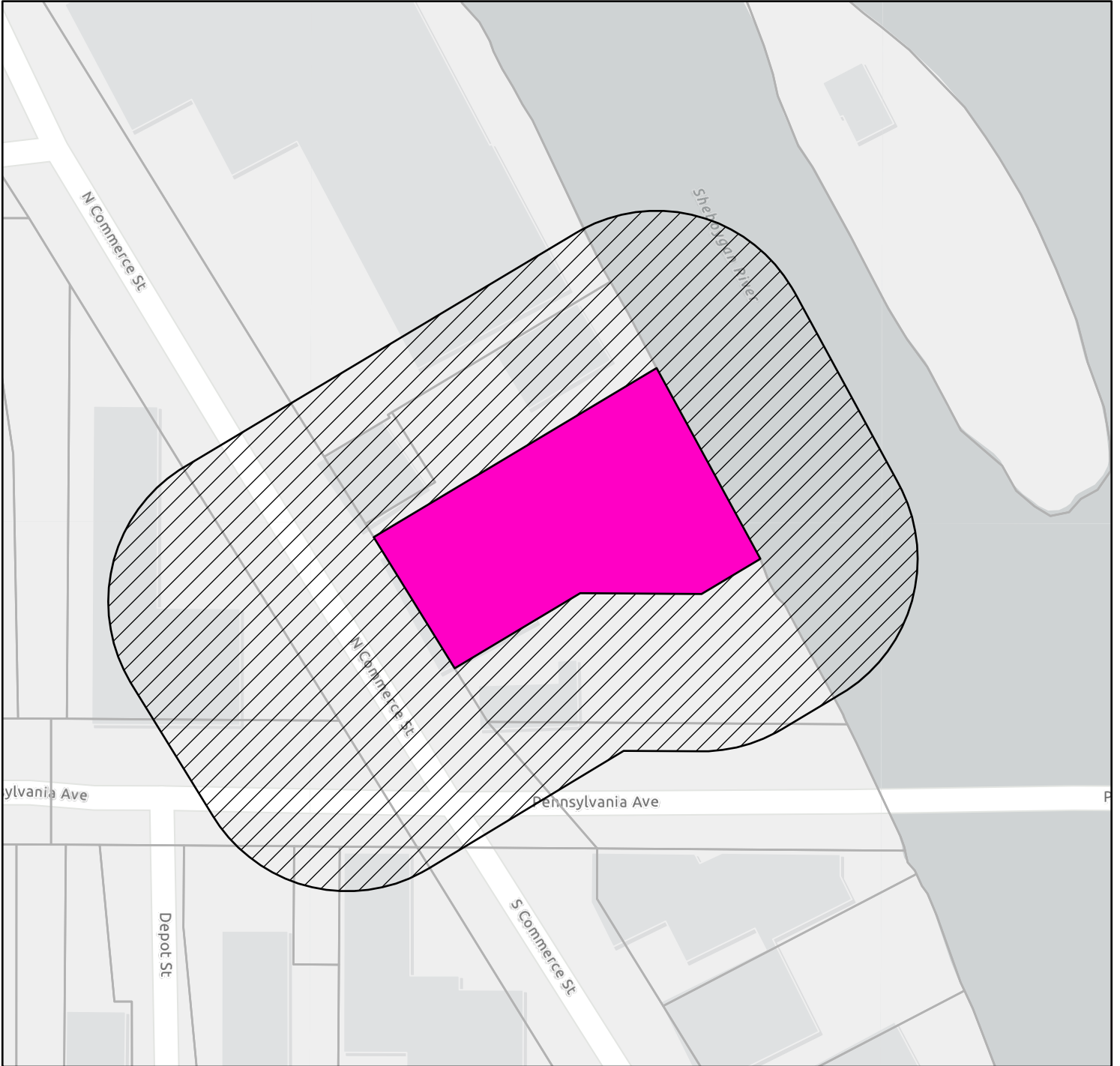
ORIGINAL PLAT ALL OF LOTS 3 & 4 & PRT OF LOTS 5,6 & 7 DESC AS COM 22.2' SELY OF NWLY COR OF LOT 5, WHICH IS PNT OF BEG TH SELY 17.8' TO SWLY COR LOT 5, TH ELY ALNG SLY LINE LOT 5 TO W DOCK OF SHEB RIVER, TH NLY ALNG SD DOCK 87' M/L, TH WLY 214.8' TO BEG BLK 157



PROPOSED REZONE FROM URBAN COMMERCIAL TO URBAN INDUSTRIAL

SECTION 10, TOWNSHIP 14 NORTH, RANGE 23 EAST

ORIGINAL PLAT ALL OF LOTS 3 & 4 & PRT OF LOTS 5,6 & 7 DESC AS COM 22.2' SELY OF NWLY COR OF LOT 5, WHICH IS PNT OF BEG TH SELY 17.8' TO SWLY COR LOT 5, TH ELY ALNG SLY LINE LOT 5 TO W DOCK OF SHEB RIVER, TH NLY ALNG SD DOCK 87' M/L, TH WLY 214.8' TO BEG BLK 157



**CITY OF SHEBOYGAN
R. O. 100-24-25**

BY CITY CLERK

JANUARY 20, 2025.

Submitting an application for amendment of the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance for property located on N. Commerce Street - Parcel No. 59281501550 from Class Urban Commercial to Class Urban Industrial Classification.

OFFICE USE ONLY	Item 15.
APPLICATION NO.: _____	
RECEIPT NO.: _____	
FILING FEE: \$200.00 (Payable to City of Sheboygan)	

CITY OF SHEBOYGAN
APPLICATION FOR
AMENDMENT OF OFFICIAL ZONING MAP
 (Requirements Per Section 105.996)
 Revised January 2024

Completed application is to be filed with the Office of the City Clerk, City Hall, 828 Center Avenue. Application will not be processed if all required attachments and filing fee of **\$200** (payable to the City of Sheboygan) is not submitted along with a complete and legible application. Application filing fee is non-refundable.

1. APPLICANT INFORMATION

APPLICANT: RDA of the City of Sheboygan PHONE NO.: (920)459-3383
 ADDRESS: 828 Center Avenue E-MAIL: development@sheboyganwi.gov
 OWNER OF SITE: RDA of the City of Sheboygan PHONE NO.: (920)459-3383

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: Parcel # 59281501550
 LEGAL DESCRIPTION: See attached map

PARCEL NO. 59281501550 MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION: Urban Commercial

PROPOSED ZONING DISTRICT CLASSIFICATION: Urban Industrial

BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE: Vacant Parcel

BRIEF DESCRIPTION OF THE **PROPOSED** OPERATION OR USE: Apartments

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency? There are no wetlands on the property. There are flood plains on the eastern edge of the property. The building will not be built in the floodplain.

Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map? (Provide explanation in space provided below.)

- The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.
- A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) *NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.*
- Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
- Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.
- Explain: This property will be merged with parcels to the north to create a larger parcel to build an apartment building as the City is lacking in housing units per the City's 2021 Affordable Housing Market Study.

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property? Nearby land uses include commercial, residential, and industrial. The zoning change will allow for additional multi-family units to serve the area.

Indicate reasons why the applicant believes the proposed map amendment is in harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

The proposed development will assist with meeting the number of units for new single family housing per the City's 2021 Affordable Housing Market Study.

4. CERTIFICATE

I hereby certify that all the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.

Roberta Filicky-Peweski
APPLICANT'S SIGNATURE

1-13-2025
DATE

Roberta Filicky-Peweski, RDA chair
PRINT ABOVE NAME

APPLICATION SUBMITTAL REQUIREMENTS

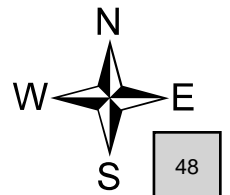
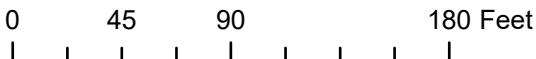
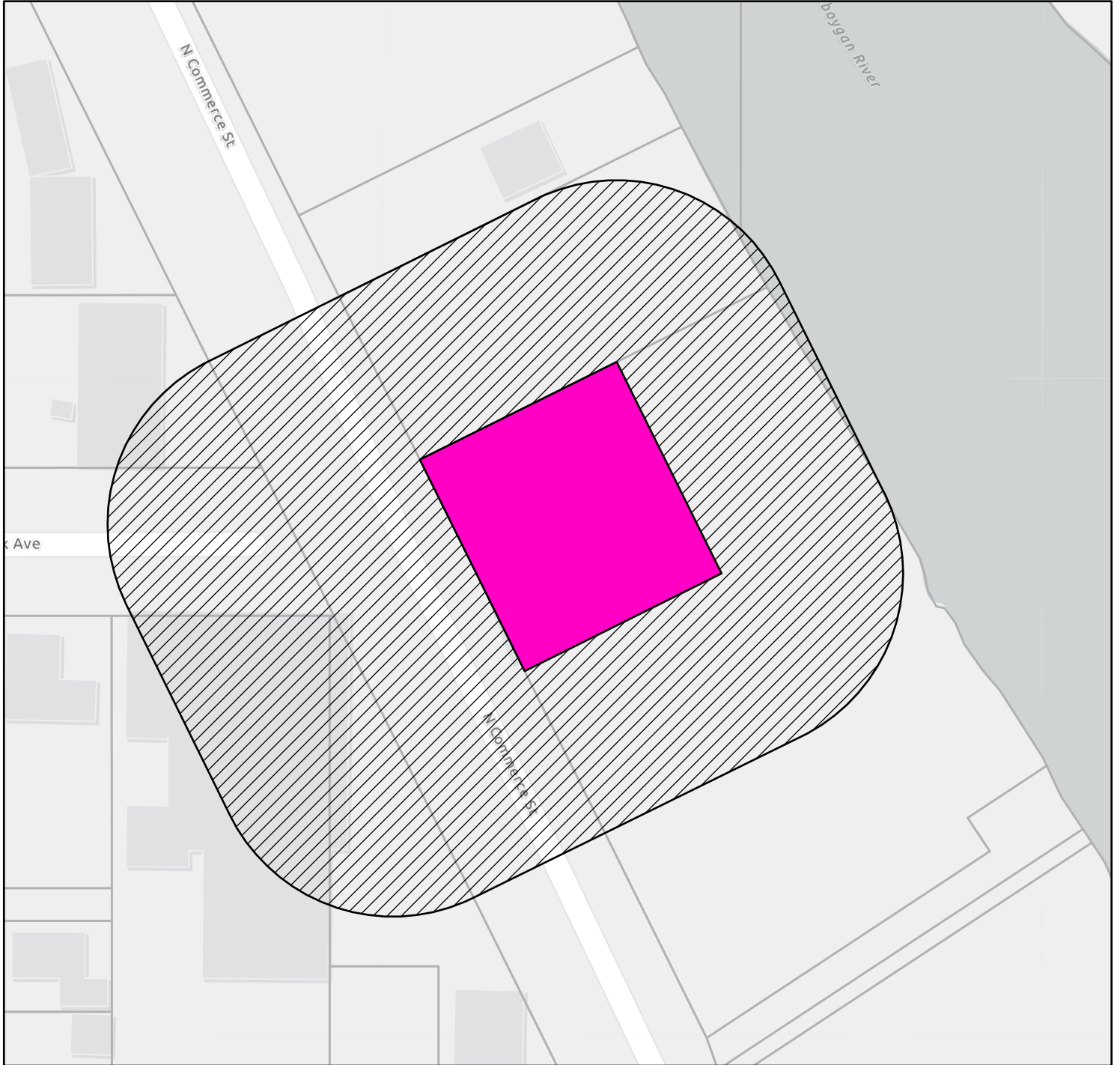
A copy of the current zoning map of the subject property and vicinity showing:

- The property proposed to be rezoned.
- All lot dimensions of the subject property.
- All other lands within 100 feet of the subject property.
- Map size not more than 11" X 17" and map scale not less than 1" = 600'.
- Graphic scale and north arrow.

PROPOSED REZONE FROM URBAN COMMERCIAL TO URBAN INDUSTRIAL

SECTION 10, TOWNSHIP 14 NORTH, RANGE 23 EAST

ORIGINAL PLAT COM 20' NWLY OF SWLY COR LOT 8, TH NELY PARA WITH SELY LINE LOT 8, 121', NWLY 130' TO NWLY LINE LOT 10, SWLY 121' TO COMMERCE ST, TH SELY ALONG SD STREET 130' TO BEG, BEING PRT OF LOTS 8-9 & 10 BLK 148 SHEB RIVER, TH NLY ALNG SD DOCK 87' M/L, TH WLY 214.8' TO BEG BLK 157



**CITY OF SHEBOYGAN
R. O. 101-24-25**

BY FIRE CHIEF (ERIC MONTELLANO).

JANUARY 20, 2025.

Pursuant to section 24-459 of the Municipal Code, I herewith submit my quarterly report showing the Benchmark Measurements for my department, for the period commencing October 1, 2024 and ending December 31, 2024.

2024 END OF YEAR REPORT

	2022 EOY	2023 EOY	2024 EOY
<u>Incident Types</u>			
Fires	92	87	80
Rescue & EMS	5,170	5,147	5,533
Non-Fires	1,558	1,409	1,465
TOTAL	6,820	6,643	7,078
<u>Incident Count Per Station</u>			
Station 1	2,003	2,032	2,161
Station 2	1,229	1,169	1,209
Station 3	1,677	1,652	1,824
Station 4	1,171	1,086	1,000
Station 5	609	556	640
Mutual Aid Given	131	85	76
Mutual Aid Received	54	56	22
Overlapping Calls (Percent)	64%	63%	70%
Overlapping Calls (Count)	4,380	4,215	4,938
<u>Fire Loss</u>			
Incidents	61	60	67
Pre Incident Value	\$ 163,942,270	\$ 59,645,278	\$ 71,492,085
Property Loss	\$ 887,790	\$ 745,460	\$ 322,395
Content Loss	\$ 1,115,910	\$ 205,730	\$ 87,070
Total Loss	\$ 2,003,700	\$ 951,190	\$ 409,465
Average Loss	\$ 32,848	\$ 15,853	\$ 6,111
Property Saved	\$ 161,938,570	\$ 58,694,088	\$ 71,082,620
<u>Workload</u>			
Inspections	2,742	2,556	2,358
School Safety Programs (Students)	3,148	3,118	3,090
Public Events	56	105	112
Station Tours	9	16	42
Installed Smoke Alarms	82	79	96
Fire Training Hours	4,981	17,060	17,548
EMS Training Hours	2,072	2,333	2,724
Investigations	84	78	75
<u>Effectiveness</u>			
ISO Rating	2	2	2

**CITY OF SHEBOYGAN
R. O. 102-24-25**

BY CITY CLERK.

JANUARY 20, 2025.

Submitting various license applications.

CHANGE OF AGENT

Lisa A. Metz is replacing Anthony J. Marx as agent effective immediately for CVS Pharmacy #10549 located at 1108 N. 14th Street.

“CLASS B” LIQUOR LICENSE (June 30, 2025)(NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2121	C & G Xiong’s LLC (C & G Bar Lounge)	819 Michigan Avenue
3709	Chiang Mai Garden, LLC (Chiang Mai Garden)	823 Michigan Avenue
3553	Watershed Hotel Group LLC (Watershed Hotel)	838 N. 15 th Street

**CITY OF SHEBOYGAN
RESOLUTION 153-24-25**

BY ALDERPERSONS DEKKER AND RUST.

JANUARY 20, 2025.

A RESOLUTION authorizing execution of a Settlement Agreement and Release in Case No. 24-cv-049, *Vicky A. Schneider v. City of Sheboygan*.

WHEREAS, the rules are being suspended so that this Resolution may be approved immediately.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan hereby authorizes and directs the appropriate officials to execute the attached Settlement Agreement and Release document in their official capacities.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made and entered into on the last date subscribed below by and between Vicky A. Schneider (“Schneider”) and the City of Sheboygan (the “City”). Schneider and the City may be referred to in this Agreement collectively as the “Parties.”

RECITALS

WHEREAS, Schneider filed a lawsuit against the City on January 17, 2024, in the United States District Court for the Eastern District of Wisconsin, Case No. 24-cv-049, alleging a claim for retaliatory discrimination against the City in contravention of Title VII (hereinafter, the “Lawsuit”);

WHEREAS, the City denies that violated the law on any basis;

WHEREAS, the Parties wish to put all matters behind them and avoid the expense and disruption of further litigation between them on mutually agreeable terms by amicably entering into this Agreement; and

WHEREAS, the Parties have reached an agreement to accomplish such resolution and enter this Agreement to give effect to their agreed resolution.

AGREEMENT

NOW THEREFORE, for and in consideration of the promises of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both Parties, the Parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated as part of this Agreement.

2. Settlement. The City does not admit that it has infringed upon Schneider’s legal rights, and entry into this Agreement does not constitute any admission or evidence of unlawful conduct.

However, in the exercise of its business judgment, to settle Schneider’s claim against the City, and for other good and valuable consideration as stated herein, the City will cause Schneider and her legal counsel to be paid, as outlined in Paragraph 3 below, a total of One Hundred Fifty Thousand Dollars (\$150,000.00) in full and final settlement of all of Schneider’s claims or potential claims against the City, whether known or unknown, from the beginning of time to the date she signs this Agreement, inclusive of attorney’s fees and costs. **This Agreement, and the City’s ability to enter into it, is entirely contingent upon Common Council approval. If the Common Council does not approve this Agreement, the City has no authority to enter into this Agreement and the Agreement cannot be finalized, does not go into effect in any way and is not enforceable. In the event the Common Council does not approve this Agreement, neither Schneider nor the City is obligated under any provision of this Agreement, including but not limited to Schneider’s waiver of claims and the City’s payment of settlement proceeds pursuant to this Agreement.**

3. Allocation of Settlement Proceeds and Tax Treatment. Schneider and the City agree and acknowledge that as part of the consideration under this Agreement, the City will pay:

- a. **Eighty-Six Thousand, Five-Hundred Three dollars and Seventy-Four cents (\$86,503.74)**, less applicable tax withholdings, to Schneider as consideration for entering into this Agreement. This is a wage payment. To facilitate payment, Schneider agrees to fully execute an IRS W-4 form and return it to the City's counsel at: William Fischer, Esq., von Briesen & Roper, s.c., 55 Jeweler's Park Drive, Suite 400, Neenah, Wisconsin 54956-3768. The City will withhold from this payment payroll taxes, including, but not limited to, federal and state income taxes and the employee's share of social security and Medicare taxes. Although characterized as a wage payment for tax purposes, this payment to Schneider encompasses payment in full and final settlement of all of her claims or potential claims against the City, whether known or unknown, from the beginning of time to the date she signs this Agreement and all the wage and non-wage remedies attendant thereto excluding attorney's fees and costs.
- b. **Sixty-Three Thousand, Four-Hundred Ninety-Six dollars and Twenty-Six Cents (\$63,496.26)** to Plaintiff's legal counsel, Fox & Fox, S.C., as consideration for entering into this Agreement. This is a non-wage payment. The Parties agree and acknowledge that this is payment for Schneider's attorney fees and costs. To facilitate this payment, Schneider agrees that her lawyer will fully execute an IRS W-9 form and return it to Defendants' counsel at: William Fischer, Esq., von Briesen & Roper, s.c., 55 Jeweler's Park Drive, Suite 400, Neenah, Wisconsin 54956-3768.

Provided the Common Council approves this Agreement, the payments described herein shall be due within fourteen (14) days after approval of the Settlement Agreement by Common Council and (i) the receipt of the IRS forms referenced in this paragraph by the City's counsel; (ii) Schneider fully executes a joint motion or stipulation for dismissal of the Lawsuit (to be filed within one week of Schneider's receipt of the payments); (iii) Schneider's execution of this Agreement and delivery of the same to the City's counsel.

4. No Future Hire. Schneider agrees that she will not seek or accept employment in the future with or through the City.

5. Waiver and Release. For the valuable consideration from the City as described in this Agreement, Schneider, for herself and her executors, successors, heirs, assigns, personal representatives, administrators, and attorneys, hereby forever, irrevocably, and unconditionally releases and discharges with prejudice the City, and its officers, agents, employees, representatives, attorneys, affiliates, insurers, successors and assigns and each of them (collectively, the "Released Parties"), and all other persons acting by, through, under, or in concert with any of the Released Parties, from and against any and all grievances, demands, damages, actions, lawsuits, causes of action or claims of any kind or character, in law or equity, whether known or unknown, anticipated or unanticipated, which Schneider ever had, now has, or which may hereafter accrue by reason of any matter, cause or thing occurring on or before the date of this Agreement, including without limitation any and all liability based on contract, tort, statute, or common law that she might have

based upon her employment with the City and/or the conclusion of that employment.

The waiver and release in this Paragraph includes, without limitation, a release of rights or claims that Schneider may have: (i) for discrimination, retaliation, suspension, wrongful or constructive discharge, failure to interview, hire, appoint, transfer, promote or take any other action relating to the employment of Schneider by the City, hostile work environment, harassment, intentional infliction of emotional distress, invasion of privacy, libel, slander, defamation, civil conspiracy, personal injury, breach of contract, impairment of economic opportunity and interference with contract or prospective business relationships; (ii) for violations of her constitutional rights, including but not limited to those provided by the First Amendment, Fourteenth Amendment, under the United States and Wisconsin Constitutions; 42 U.S.C. §§ 1981, 1981a, 1983, 1984, 1985, 1986 and 1988; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq.; (iii) for violations under the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; the United States Family and Medical Leave Act, 29 U.S.C. § 2601 et seq.; the Civil Rights Act of 1991, 42 U.S.C. § 1981 et seq.; the Consolidated Omnibus Budget Reconciliation Act of 1985, 29 U.S.C. § 1161 et seq.; the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq.; the Federal Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191), 42 U.S.C. § 201 et seq.; the Wisconsin Family and Medical Leave Act, the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.; the Wisconsin Fair Employment Act, and the Older Workers Benefit Protections Act; (iv) for violations under any other law, ordinance or regulation prohibiting discrimination or otherwise regulating or relating to the employment of Schneider by the Released Parties or any activities in connection therewith (including, without limitation, the termination thereof) or for any compensatory or punitive damages, injunctive or declaratory relief or attorneys' fees and costs actually incurred; and/or (v) for any other complaints, charges, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, suits, rights, losses, debts, and expenses (including attorneys' fees and costs actually incurred) of any nature, known or unknown, suspected or unsuspected, that might have been, or could have been, asserted by Schneider against the Released Parties as of the date of this Agreement.

6. Scope of Release and Dismissal of Pending Claims. Schneider acknowledges that she and/or her representatives may hereafter discover claims or facts in addition to or different from those that they now know or believe to exist with respect to any of the released claims in this Agreement, but that it is their intention to fully, finally and forever settle and release all of the matters released in Paragraph 5 of this Agreement. In furtherance of this intention, any releases granted in this Agreement shall be and remain in effect notwithstanding the discovery of any such additional or different claims or facts.

This Agreement bears the intent to fully and finally compromise and settle all claims and matters of any nature against the City, and the release in Paragraph 5 should be construed as broadly as possible. The release, however, does not affect those rights or claims that cannot be waived by law. **Schneider shall cause any pending claim(s) she has against the Defendants to be dismissed with prejudice and shall complete and execute any document necessary to effectuate such dismissal.**

7. Confidentiality. Schneider agrees to uphold her obligation to maintain confidentiality with respect to all confidential and non-public information relating to her employment with the City that she had knowledge of or access to during her employment with the City (the "Confidential Information"). This does not preclude Schneider from discussing the general nature of her

employment with prospective employers. This provision does not prohibit Schneider from testifying under oath in a legal proceeding in response to court order or other legal process. In the event that Schneider is requested by court order or any other legal process to provide information that she acquired during her employment with the City of Sheboygan, she agrees to notify the Released Parties attorneys of record in this litigation of such request within forty-eight (48) hours.

8. Disclaimer of Liability. The Parties represent and warrant that there was no prevailing party in the Lawsuit. The Parties understand that the consideration described in paragraph 1 is not to be construed as an admission of liability by the City or the Released Parties, but represents the compromise of a disputed claim and is intended to resolve the dispute and avoid the costs and risks of litigation arising from the subject matter of the Lawsuit. The City and the Released Parties expressly deny that they are liable to Schneider in any manner or that they engaged in any wrongdoing, liability or non-compliance with any federal, state or local rule, ordinance, statute, common law or other legal obligation.

9. Non-Precedent. The City and Schneider understand and agree that this Agreement shall not be considered, utilized, or cited as precedent with respect to any other matter not related to this Agreement.

10. Entire Agreement, Choice of Law, and Severability. This Agreement sets forth the entire agreement between Schneider and the City with respect to the subject matter of the Agreement, and supersedes any and all prior discussions, agreements, understandings, or contracts between them. This Agreement may not be, and shall not be deemed or construed to be, modified, amended, rescinded, cancelled, or waived, in whole or in part, except by written instrument signed by all Parties hereto. Further, this Agreement shall be governed by the laws of the State of Wisconsin. The provisions of this Agreement are severable, and, if any part of this Agreement is found to be unenforceable, the other provisions shall remain valid and fully enforceable.

11. Advice to Consult Legal Counsel. Since this Agreement includes a waiver of rights, Schneider is advised to and has in fact consulted an attorney before signing this Agreement.

12. Procedure for Accepting or Rescinding the Agreement. To accept the terms of this Agreement, Schneider agrees that she must deliver the Agreement, after she has signed and dated it, to Defendants by hand or by mail or by email to the address below:

William Fischer, Esq.,
 von Briesen & Roper, s.c.
 55 Jeweler's Park Drive, Suite 400
 Neenah, Wisconsin 54956-3768

Since this Agreement includes a waiver of rights, Schneider is advised to consult an attorney before she signs this Agreement. Schneider has **21 days** to consider this Agreement. Upon delivering to the City's counsel an executed original or copy of this Agreement as described in this Paragraph, this Agreement shall be binding, except Schneider shall have **seven (7) days** to revoke her release of any claims she may have under the federal Age Discrimination in Employment Act.

13. Interpretation. The headings in this Agreement are intended for convenience only and

shall not affect the meaning or interpretation hereof. In interpreting this Agreement, whenever the context so permits, (i) the singular shall include the plural and the plural shall include the singular and (ii) any gender shall include all genders.

14. Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original. The Parties agree that a signature affixed to a counterpart of this Agreement and delivered by facsimile or other electronic means by a Party shall be valid, binding, and enforceable against such Party.

15. Successors and Assigns. The rights and obligations of the Parties under this Agreement shall be binding and inure to the benefit of the heirs, successors, assigns, officers, executors, administrators, directors, employees, agents, attorneys, insurers, predecessors, successors, and/or affiliates, as applicable, of the Parties.

16. Breach. The Parties agree that if either Party brings an action to enforce this Agreement and prevails before a court of competent jurisdiction, the non-breaching Party shall be awarded its reasonable attorneys' fees and costs incurred in bringing the action to enforce this Agreement.

17. No Strict Construction. Schneider and the City acknowledge and agree that each of them has had the opportunity to review the language of this Agreement with legal counsel, and, whether or not Schneider has chosen to consult legal counsel, the language contained herein shall be deemed to have been mutually chosen and the normal rule of contract construction to the effect that any ambiguities are to be resolved against the Party drafting a contract shall not be employed in the interpretation of this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed in the capacities noted and on the dates set forth below:

City of Sheboygan

Vicky A. Schneider

By: Charles Adams, in his
official capacity, on behalf of
the City of Sheboygan

Vicky A. Schneider, in her individual
capacity

Date: _____

Date: _____

**CITY OF SHEBOYGAN
RESOLUTION 149-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

JANUARY 20, 2025.

A RESOLUTION authorizing the appropriate City officials to enter into contract with Kaschak Roofing, Inc. for roof replacement at the City of Sheboygan Municipal Service Building.

WHEREAS, the majority of the roof surfaces at the City of Sheboygan Municipal Service Building have reached the end of their expected useful life and are in need of replacement; and

WHEREAS, working with the City’s roofing consultant, Tremco, Inc., a set of plans and specifications was developed to encompass complete replacement of the roof surfaces and related equipment, as well as an engineers’ estimate of costs, which were used by the Public Works Department to develop a request for funding for the project in the 2025 Capital Improvements budget, which inclusion was approved by Council; and

WHEREAS, the City issued Request for Bids #2069-24 specifying the requirements for the project. Five bids were received and the lowest responsive and responsible bid, from Kaschak Roofing, Inc. of Milwaukee, Wisconsin, has been found to comply with all of the specifications.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to enter into contract with Kaschak Roofing, Inc. of Milwaukee, Wisconsin for roof replacement in the amount of \$2,089,900.00.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to draw funds to cover the expenses associated with the above project from the following account:

Acct. No. 400300-631200 (Capital Projects – Public Works - Building Improvements)

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

**AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND KASCHAK ROOFING INC.
FOR THE REPLACEMENT OF ROOF SURFACES AND RELATED WORK AT THE
MUNICIPAL SERVICE BUILDING**

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

WITNESSETH:

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

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

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

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

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

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

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

Article 1. Scope of Services

Contractor shall provide all materials and equipment and perform all work associated with the project as specified in Exhibits 1, 1a through 1c & 2 and 2a related to the complete installation of the specified roof surfaces (“Goods and Services”).

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

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

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

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

Article 2. Standard of Care

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

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

Article 3. CITY Representative

The City designates Michael Willmas, Director of Building and Grounds and Erik Krumholtz, of Tremco Inc., the City's roofing consultant as co-representatives for purposes of this Agreement. If the City's Representative(s) deems it appropriate, the City's Representative(s) may consult with other employees of the City, or may retain an appropriate outside expert to assist with the management of this Project.

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

Article 4. Compensation

The City shall pay Contractor for the Services an amount not to exceed \$ 2,089,900.00. For the avoidance of doubt, additional work discovered to be necessary that is outside of the contract shall be invoiced at a rate of \$ 85.00 /Hour and materials shall be billed at cost plus 15%.

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

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

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

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

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

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

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

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

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

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

Article 5. Appropriation of Funds

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

Article 6. Performance and Payment Bond (REQUIRED)

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

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

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

Article 7. Schedule

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

Contractor shall complete the services by **December 15, 2025** or within such extra time as may have been allowed by a mutually agreed extension (the "Deadline") Due primarily to manufacturer lead time for materials, the City's Representative shall have the authority to consent to an extension of the Deadline on behalf of the City and waive any associated penalties with liquidated damages.

Article 8. Liquidated Damages

In the event that Contractor does not complete the Services by the Deadline or the alternative final agreed upon completion date, there shall be deducted from any monies due or that may become due to Contractor, for each and every calendar day that the work remains uncompleted, a sum of One Hundred and 00/100 Dollars (\$100.00) per calendar day.

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

Article 9. Workmanship and Quality of Materials

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

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

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

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

Article 10. Safety Requirements

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

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

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

Article 11. Open Records

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

Article 12. Termination

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

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

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

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

Article 13. Default

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

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

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

Article 14. Identity of Contractor

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

Article 15. Independent Contractor Status

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

Article 16. Indemnification

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

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

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

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

Article 17. Insurance

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

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

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

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

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

The proof of insurance must contain an original signature.

Article 18. Conflict of Interest

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

Article 19. Waiver

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

Article 20. Severability

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

Article 21. Assignment

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

Article 22. Third Party Rights

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

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

Article 23. Governing Law and Venue

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

Article 24. Non-Discrimination

In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability (as defined in Wis. Stat. § 51.01(5)),

sexual orientation (as defined in Wis. Stat. § 111.32(13m)), or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to take affirmative action to ensure equal employment opportunities.

Article 25. Compliance with Laws

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

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

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

Article 26. Notices

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

City: **Contractor:**

City Clerk	Kaschak Roofing, Inc
City of Sheboygan	2301 West Purdue Street
828 Center Avenue	Milwaukee, WI 53209
Sheboygan, Wisconsin 53081	

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

Article 27. Intent to be Bound

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

Article 28. Force Majeure

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

Article 29. Integration and Modification

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

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

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

(collectively “the Contract”).

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

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

Article 30. Non-Collusion

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

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

Article 31. Other Provisions

1. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

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

Article 32. Incorporation of Required Clauses and Conditions

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

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

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

CITY OF SHEBOYGAN, WISCONSIN

Kaschak Roofing Inc.

BY: _____
Ryan Sorenson, Mayor

BY: _____

ATTEST: _____
Meredith DeBruin, City Clerk

ATTEST: _____

DATE: _____

DATE: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

INSURANCE RESPONSIBILITY: The successful vendor shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COMPLIANCE WITH FAIR LABOR STANDARDS.

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

REQUEST FOR BIDS CITY OF SHEBOYGAN 2069-24



MUNICIPAL SERVICE BUILDING ROOF REPLACEMENT

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

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

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

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

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

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

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

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

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

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

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

Table of Contents

1 NOTICE TO PROPOSERS..... 4

1.1 Summary 4

1.2 Important Dates 4

1.3 Format 4

1.4 Labeling 4

1.5 Standard Terms 4

1.6 Contact Info 5

1.7 Multiple Proposals..... 5

1.8 Addenda..... 5

1.9 Acceptance and Rejection 5

1.91 Withdrawal and Revision..... 5

1.92 Non-Material and Material variance..... 5

1.10 Public Records..... 6

1.11 Tax Exemption..... 6

1.12 Proposers Responsibility..... 6

2 DESCRIPTION OF SERVICES 6

2.1 Introduction 6

2.2 Goals 6

2.3 Term 6

2.4 Initial Inspection..... 6

2.5 Sub-Contracting..... 7

2.6 Warranty..... 7

2.7 Existing Environment 7

3. Scope of Services..... 8

Form A: Signature Affidavit

Form B: Receipt of Forms and Checklist

Form C Vendor Profile

Form D: Cost Proposal Form

Form E, References

2. TECHNICAL SPECIFICATIONS:

Section #1 General Scope of Work

Project Timelines / Construction Schedule

Section #2 Section 011000 General Summary

Section #3 Section 012100 Allowances

Section #4 Technical Specifications:

*Section 061050 Miscellaneous Wood Carpentry

*Section 070150 Re-Roofing Preparation

*Section 075113 Built Up Asphalt Roof System Specification

*Section 076200 Sheet Metal Flashing / Trims / Metal Roofing

Section #6 Photos of Roof Sections – Roof Nuclear Moisture Scan (August, 2024)

Section #7 Roof Plans / Roof Construction Details

SECTION #1: NOTICE TO PROPOSERS

1.1 Summary:

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

1.2 Important Dates:

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

Issue Date: November 15th, 2024

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

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

1.3 Format:

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

All proposals must be clearly labeled:

“Sealed Bid-Municipal Service Building Roof Replacement Project”

1.4 Appendix A: Standard Terms & Conditions

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

1.5 Multiple Proposals

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

1.6 City of Sheboygan Contact Information

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

1.7 Inquiries, Clarifications, and Exceptions

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

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

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

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

1.8 Addenda

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

1.9 Acceptance/Rejection of Proposals

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

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

1.9.1 Withdrawal or Revision of Proposals

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

1.10 Wage Rates

Prevailing Wage Rates are NOT required

1.11 Public Records

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

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

S. 19.36(5)

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

s. 134.90(1)(c)

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

technique or process to which all of the following:

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

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

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

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

1.11 Tax Exempt

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

1.12 Proposers Responsibility

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

1.13 Subcontracting

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

1.14 Warranty / Payment & Performance Bond

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

2 *DESCRIPTION OF PRODUCTS*

Introduction

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

2.1 Goals

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

2.2 Term

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

2.3 Initial Inspection

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

2.4 Subcontracting

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

2.6 Warranty

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

2.7 Existing Environment

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

1. SCOPE OF SERVICE

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

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

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

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

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

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

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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.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

INSURANCE RESPONSIBILITY: The successful vendor shall:

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

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

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

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

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

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

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

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

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

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

appointment is advisable.

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

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

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

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

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

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

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

COMPLIANCE WITH FAIR LABOR STANDARDS.

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

Form A: Signature and Non-Collusion Affidavit

RFB: MUNICIPAL SERVICE BUILDING ROOF

This form must be returned with your response.

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

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

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

COMPANY NAME

SIGNATURE

DATE

PRINT NAME OF PERSON SIGNING

Form B: Receipt of Forms and Submittal Checklist
RFB: MUNICIPAL SERVICE BUILDING ROOF

This form must be returned with your response.

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

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

COMPANY NAME

SIGNATURE

Form C: Vendor Profile
RFB: MUNICIPAL SERVICE BUILDING ROOF

COMPANY INFORMATION

This form must be returned with your response.

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

ORDERS/BILLING CONTACT

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

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

Form D: Cost Proposal
RFB: MUNICIPAL SERVICE BUILDING ROOF

This form must be returned with your response.

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

BASE BID: \$ _____

TIME AND MATERIALS RATES FOR WORK UNFORESEEN:

ROOFING HOURLY RATE: \$ _____ / HOUR

MARK UP OF MATERIALS / SUB-CONTRACTORS: _____ %

We Acknowledge Receipt of the following Addenda

#1 DATED _____

#2 DATED _____

#3 DATED _____

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

COMPANY NAME

SIGNATURE

DATE

END OF COST PROPOSAL FORM

Form E: References

RFB: MUNICIPAL SERVICE BUILDING ROOF

This form must be returned with your response.

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

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

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

General Scope of Work:

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

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

PROJECT TIMELINES:

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

SPRING, 2025

GENERAL TIMELINE:

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

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 WORK COVERED BY CONTRACT DOCUMENTS

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

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

1.4 TYPE OF CONTRACT

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

1.5 USE OF PREMISES

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

1.6 OWNER'S OCCUPANCY REQUIREMENTS

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

1.7 WORK RESTRICTIONS

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

1.8 SPECIFICATION FORMATS AND CONVENTIONS

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

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

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

END OF SECTION 011000

SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 SUBMITTALS

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

1.4 COST ALLOWANCES

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

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

PART 2 - EXECUTION

2.1 EXAMINATION

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

2.2 PREPARATION

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

2.3 SCHEDULE OF ALLOWANCES TO BE INCLUDED WITH BIDS

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

END OF SECTION 012100

SECTION 061050 - MISCELLANEOUS CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 DEFINITIONS

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

1.4 QUALITY ASSURANCE

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

1.5 DELIVERY, STORAGE, AND HANDLING

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

PART 2 - PRODUCTS

2.1 MISCELLANEOUS LUMBER

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

2. Blocking.
3. Nailers.

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

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

2.2 FASTENERS

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

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

B. Nails, Wire, Brads, and Staples:

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

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

D. Wood Screws: ASME B18.6.1.

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

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

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

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

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

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

3.2 WOOD BLOCKING, AND NAILER INSTALLATION

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

END OF SECTION 061050

SECTION 070150 - MEMBRANE ROOF REMOVAL PREPARATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 MATERIALS OWNERSHIP

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

1.4 DEFINITIONS

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

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

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

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

1.5 QUALITY ASSURANCE

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

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

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

1.6 PROJECT CONDITIONS

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

PART 2 - PRODUCTS

2.1 TEMPORARY ROOFING MATERIALS

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

PART 3 - EXECUTION

3.1 PREPARATION

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

3.2 ROOF TEAR-OFF

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

3.3 SUBSTRATE PREPARATION

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

3.4 EXISTING BASE FLASHINGS

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

3.5 DISPOSAL

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

END OF SECTION 070150

SECTION 075113 - BUILT-UP ASPHALT ROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 DEFINITIONS

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

1.4 PERFORMANCE REQUIREMENTS

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

1.5 SUBMITTALS

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

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

1.6 QUALITY ASSURANCE

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

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

1.7 DELIVERY, STORAGE, AND HANDLING

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

1.8 PROJECT CONDITIONS

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

1.9 WARRANTY

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

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

PART 2 - PRODUCTS

2.1 MANUFACTURERS

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

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

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

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

2.2 FINISHED ROOF MEMBRANE PERFORMANCE REQUIREMENTS

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

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

2.3 BASE-SHEET MATERIALS

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

2.4 ROOFING MEMBRANE PLIES

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

2.5 FLASHING MATERIALS

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

2.6 ASPHALT MATERIALS

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

2.7 AUXILIARY ROOFING MEMBRANE MATERIALS

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

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

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

2.8 ROOF INSULATION

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

2.9 INSULATION ACCESSORIES

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

2.10 WALKWAYS

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

PART 3 - EXECUTION

3.1 EXAMINATION

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

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

3.2 PREPARATION

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

3.3 INSULATION INSTALLATION

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

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

3.4 ROOFING MEMBRANE INSTALLATION, GENERAL

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

3.5 ROOFING MEMBRANE INSTALLATION

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

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

3.6 FLASHING AND STRIPPING INSTALLATION

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

3.7 COATING INSTALLATION

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

3.8 WALKWAY INSTALLATION

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

3.9 FIELD QUALITY CONTROL

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

3.10 PROTECTING AND CLEANING

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

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

END OF SECTION 075113

SECTION 076200 - SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 PERFORMANCE REQUIREMENTS

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

1.4 SUBMITTALS

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

1.5 QUALITY ASSURANCE

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

1.6 DELIVERY, STORAGE, AND HANDLING

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

1.7 COORDINATION

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

PART 2 - PRODUCTS

2.1 MANUFACTURERS

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

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

2.2 SHEET METALS

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

2.3 UNDERLAYMENT MATERIALS

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

2.4 MISCELLANEOUS MATERIALS

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

2.5 FABRICATION, GENERAL

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

2.6 LOW-SLOPE ROOF SHEET METAL FABRICATIONS

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

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

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

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

1. Mill finished Aluminum: 040 Thickness

2.7 MISCELLANEOUS SHEET METAL FABRICATIONS

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

1. Galvanized Steel: 24 gauge thick.

2.8 FINISHES

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

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

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

PART 3 - EXECUTION

3.1 EXAMINATION

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

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

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

3.2 INSTALLATION, GENERAL

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

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

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

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

3.3 ROOF FLASHING INSTALLATION

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

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

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

3.4 WALL FLASHING INSTALLATION

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

3.5 MISCELLANEOUS FLASHING INSTALLATION

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

3.6 CLEANING AND PROTECTION

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

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

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

END OF SECTION 076200

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



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



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



Overview Photo



Overview Photo.

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Summer, 2024 Nuclear Moisture Survey



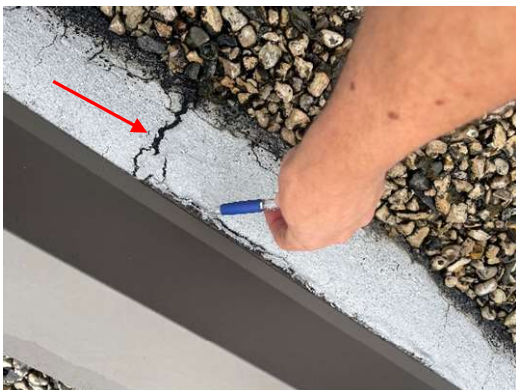
Roof #2 - Overview Photo. Large membrane blister in the center of a large pond of water.



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



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



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

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Summer, 2024 Nuclear Moisture Survey



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



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



Overview Photo



Overview Photo.

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Summer, 2024 Nuclear Moisture Survey



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

Overview Photo. Curb flashing on vent unit.

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Summer, 2024 Nuclear Moisture Survey



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



Overview Photo.



Overview Photo



Overview Photo.

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Summer, 2024 Nuclear Moisture Survey



Roof #4 - Overview Photo.

Overview Photo.

Overview Photo

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

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Summer, 2024 Nuclear Moisture Survey



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



Overview Photo.



Overview Photo



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Summer, 2024 Nuclear Moisture Survey



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



Overview Photo.



Overview Photo



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

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Summer, 2024 Nuclear Moisture Survey



Roof #5 - Overview Photo.

Overview Photo.

Overview Photo

Overview Photo.

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Summer, 2024 Nuclear Moisture Survey



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



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



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



Overview Photo. Wet Insulation Area #1.

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Summer, 2024 Nuclear Moisture Survey



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



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



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



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

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Summer, 2024 Nuclear Moisture Survey



Roof #6 - Overview Photo.



Overview Photo.



Overview Photo



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

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Summer, 2024 Nuclear Moisture Survey



Roof #6 - Overview Photo.

Overview Photo.

Overview Photo

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

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Summer, 2024 Nuclear Moisture Survey



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



Overview Photo. Ponding is very severe on this roof.



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



Overview Photo. Overview.

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Summer, 2024 Nuclear Moisture Survey



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



Overview Photo.



Overview Photo



Overview Photo.

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Summer, 2024 Nuclear Moisture Survey



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

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

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

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



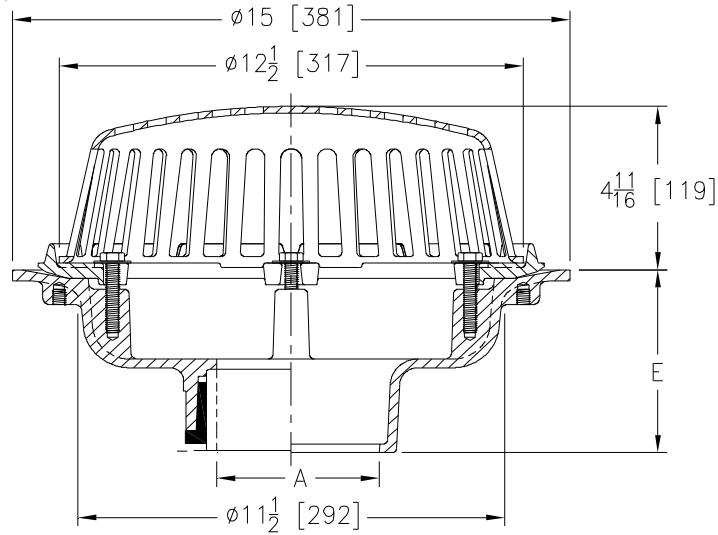
Z100

15 [381] DIAMETER MAIN ROOF DRAIN LOW SILHOUETTE DOME

SPECIFICATION Item 19.

TAG _____

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



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

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

OPTIONS (Check/specify appropriate options)

PIPE SIZE

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

(Specify size/type) **OUTLET**

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

E BODY HT. DIM.

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

PREFIXES

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

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

SUFFIXES

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

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

* Regularly furnished unless otherwise specified.

REVISIONS	No.	DATE	BY
Item 19.			

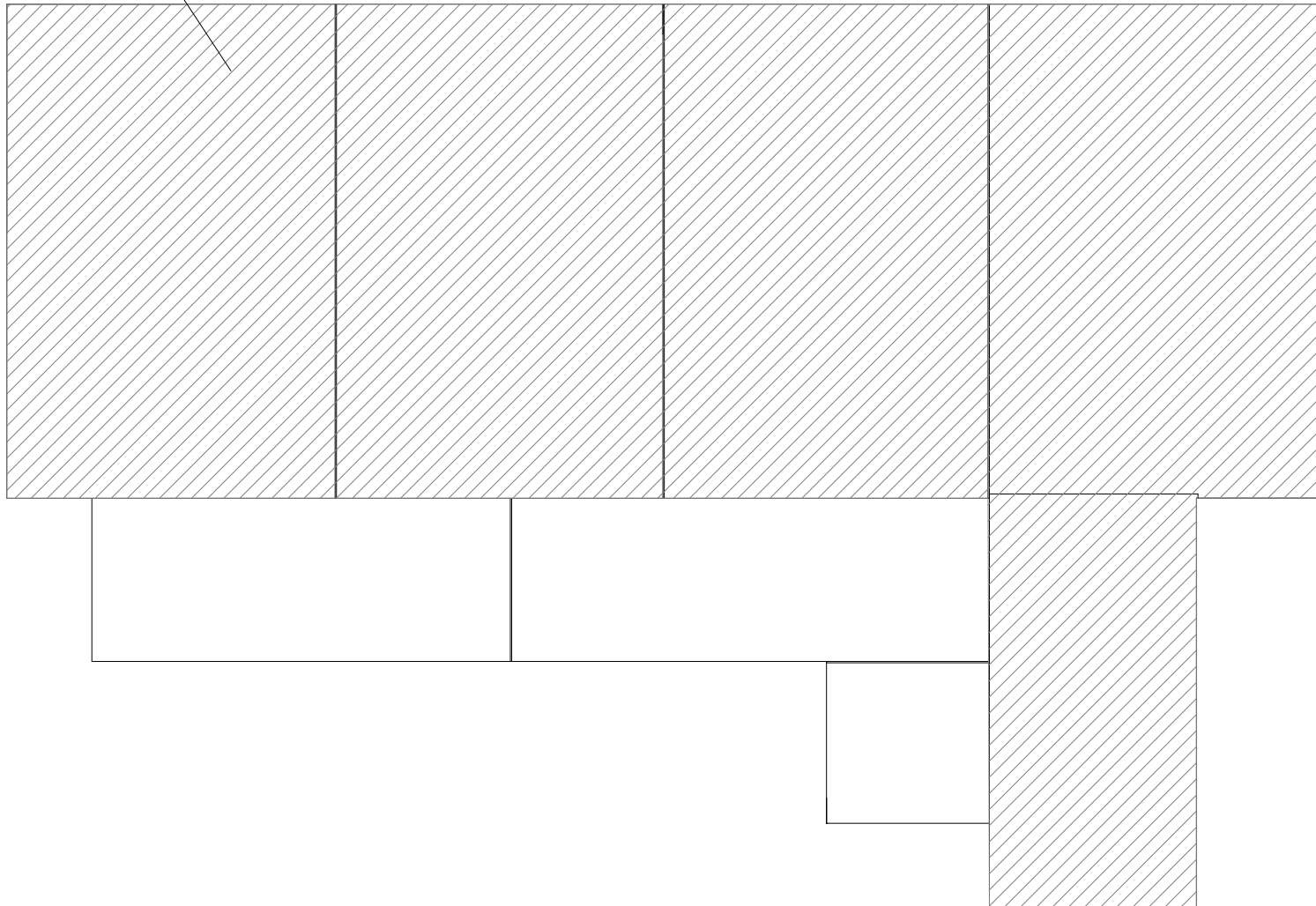
NOTES:

TREMCO
An FPM Company
PHONE: 920-450-5852

CITY OF SHEBOYGAN MUNICIPAL SERVICE BUILDING 2025 ROOF REPLACEMENT PROJECT




AREA OF WORK



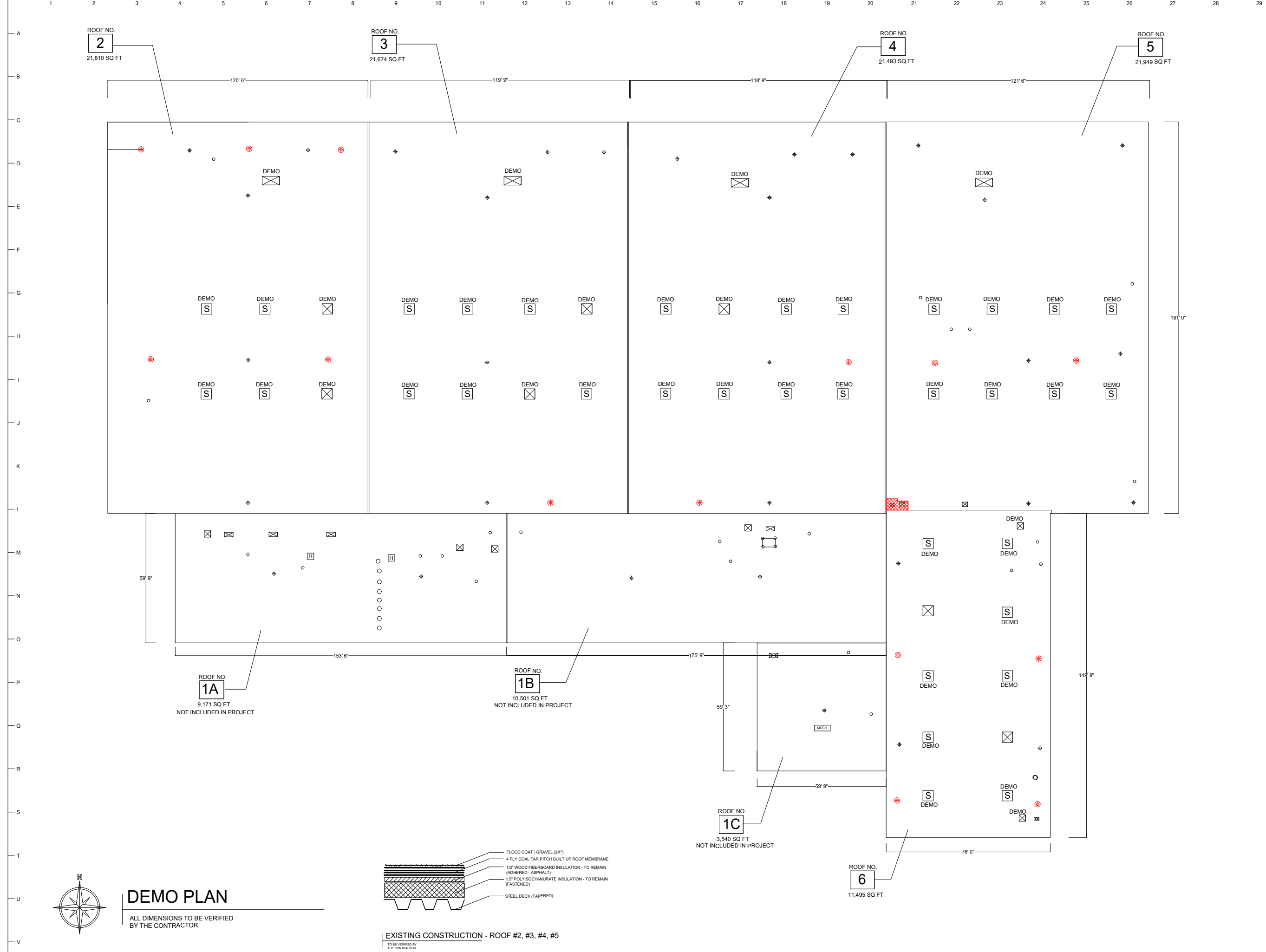
SHEET INDEX

- R1.0 COVER SHEET - MUNICIPAL SERVICE BUILDING OVERVIEW
- R1.1 DEMO PLAN - ROOFS #2, #3, #4, #5 & #6
- R1.2 ROOF PLAN - ROOFS #2, #3, #4, #5 & #6
- R1.3 TAPERED PLAN - ROOFS #2, #3, #4, #5, & #6
- R2.0 ROOF DETAILS - BUILT UP ROOF DETAILS
- R2.1 ROOF DETAILS - BUILT UP ROOF DETAILS

NOVEMBER 15TH, 2024

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





Item 19.

NOTES:









ROOF SECTION SQ FT

#2	21,810
#3	21,674
#4	21,493
#5	21,949
#6	11,495

TOTAL: 98,421 SQ FT

- 1) REMOVE ALL SKYLIGHTS AS SHOWN
- 2) INFILL WITH Z CHANNEL / NEW DECKING
- 3) REMOVE OBSOLETE EQUIPMENT / CURBS AS SHOWN AND INFILL
- 4) REMOVE TOP FASCIA CAP ON ALL ROOFS LEAVE BOTTOM LAYER OF FASCIA
- 5) REPLACE HARDWARE ON OLD DRAINS
- 6) REMOVE ROOFING MEMBRANE / GRAVEL AND PERIMETER FLASHINGS
- 7) REMOVE INSULATION 8' X 8' AROUND ALL EXISTING DRAINS AND PLANNED NEW DRAIN LOCATIONS

LEGEND:

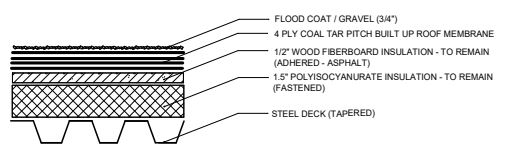
-  WET INSULATION
-  SKYLIGHT (58" X 58")
-  INTERNAL DRAINS
-  NEW INTERNAL DRAINS
-  VENT STACK PIPE
-  CURB MOUNTED EQUIPMENT (VARIABLE SIZES)
-  ACCESS HATCH
-  HOT PIPE

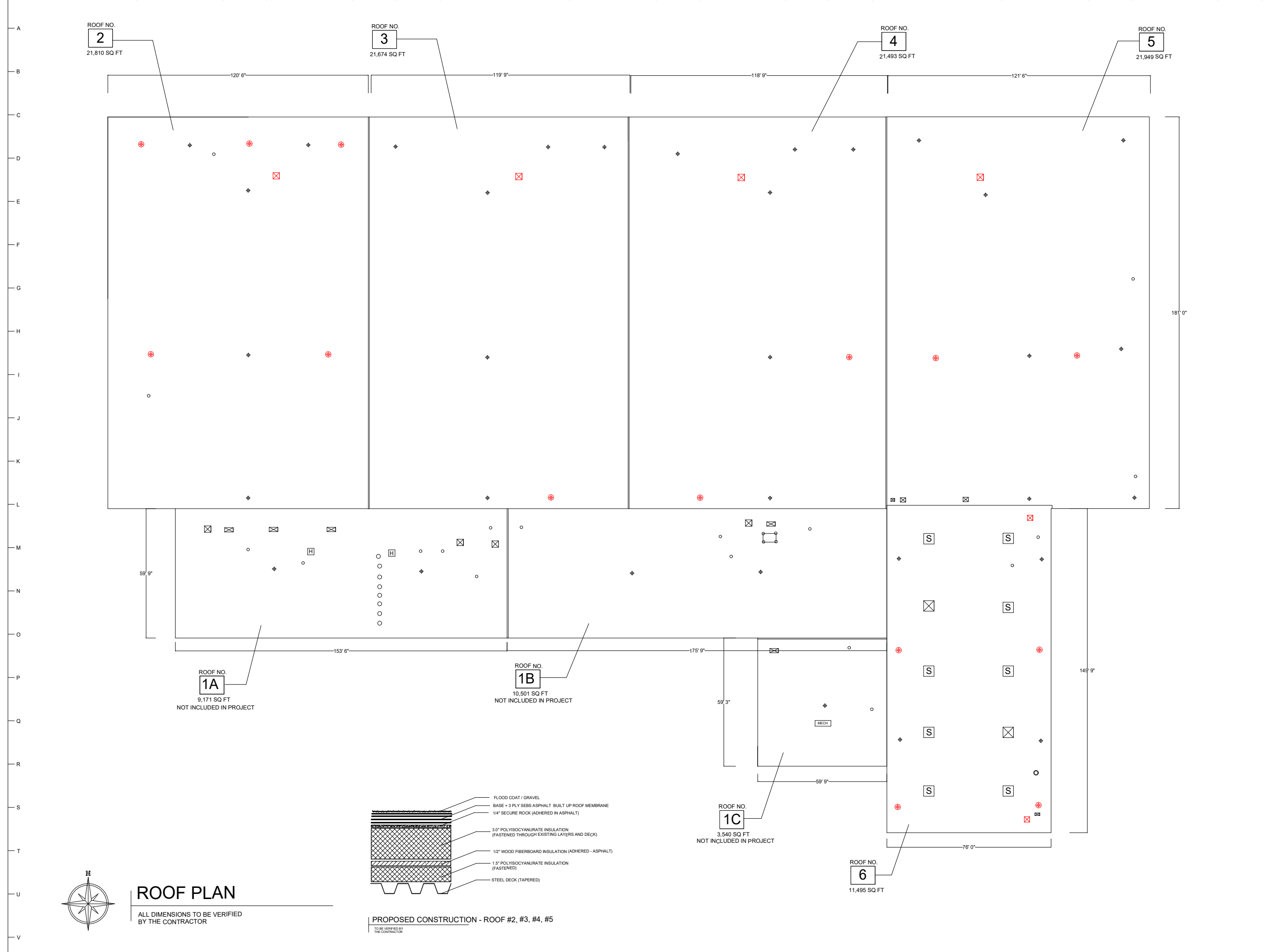


CUSTOMER:		CITY OF SHEBOYGAN
BUILDING:		MUNICIPAL SERVICE BUILDING
LOCATION:		2026 NEW JERSEY AVE, SHEBOYGAN, WI
DRAWN BY	DATE DRAWN	147 R1.1
EK	09/01/2024	
APPROVED	SURVEY DATE	
EK	08/15/2024	

DEMO PLAN

ALL DIMENSIONS TO BE VERIFIED BY THE CONTRACTOR





REVISIONS	No.	DATE	BY

Item 19.

NOTES:

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

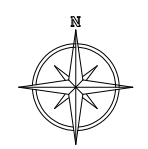
- 1) INSTALL NEW DRAIN SUMPS AS SHOWN ON TAPERED PLAN
- 2) INSTALL NEW BASE + 3 BUR MEMBRANE
- 3) INSTALL NEW LEADS AT DRAINS AND STACKS.

LEGEND:

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

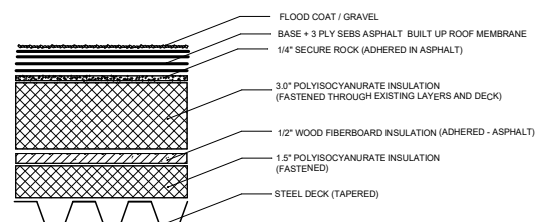


CUSTOMER: CITY OF SHEBOYGAN		
BUILDING: MUNICIPAL SERVICE BUILDING		
LOCATION: 2026 NEW JERSEY AVE, SHEBOYGAN, WI		
DRAWN BY EK	DATE DRAWN 09/01/2024	148 R1.2
APPROVED EK	SURVEY DATE 08/15/2024	



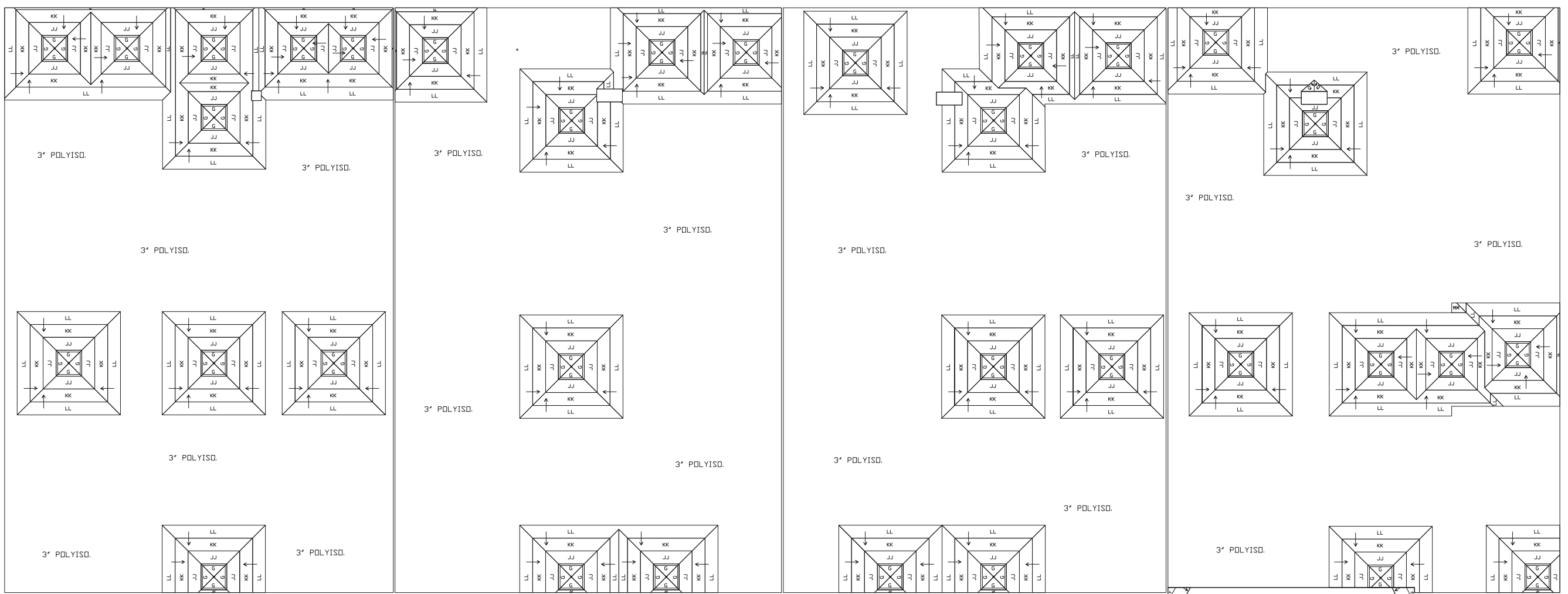
ROOF PLAN

ALL DIMENSIONS TO BE VERIFIED BY THE CONTRACTOR

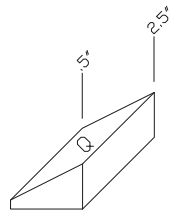


PROPOSED CONSTRUCTION - ROOF #2, #3, #4, #5

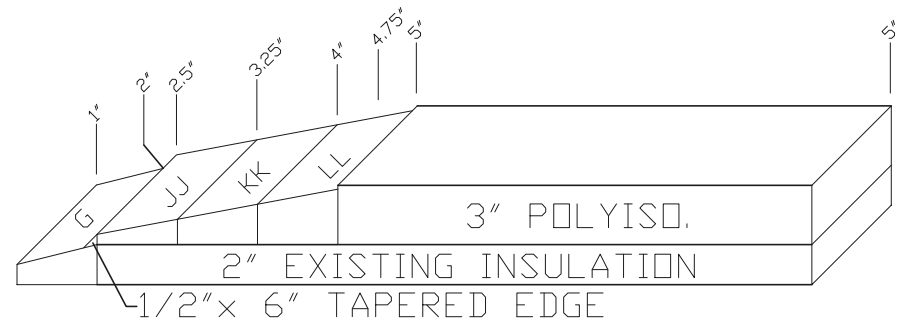
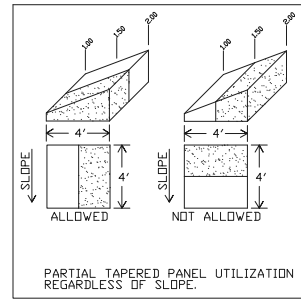
TO BE VERIFIED BY THE CONTRACTOR



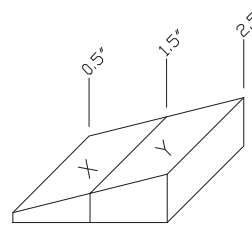
ROOF PLAN
 SCALE: 1/16"=1'-0"



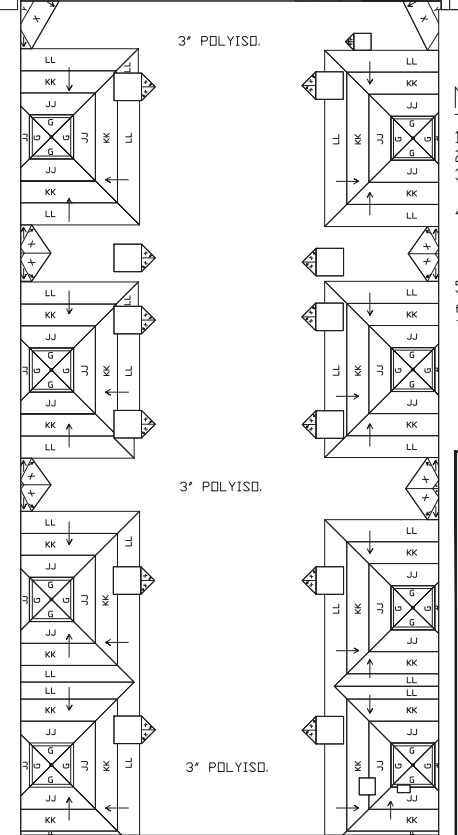
CRICKET SECTION
 1/2"/FT.
 N.T.S.



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



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



NOTES:

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

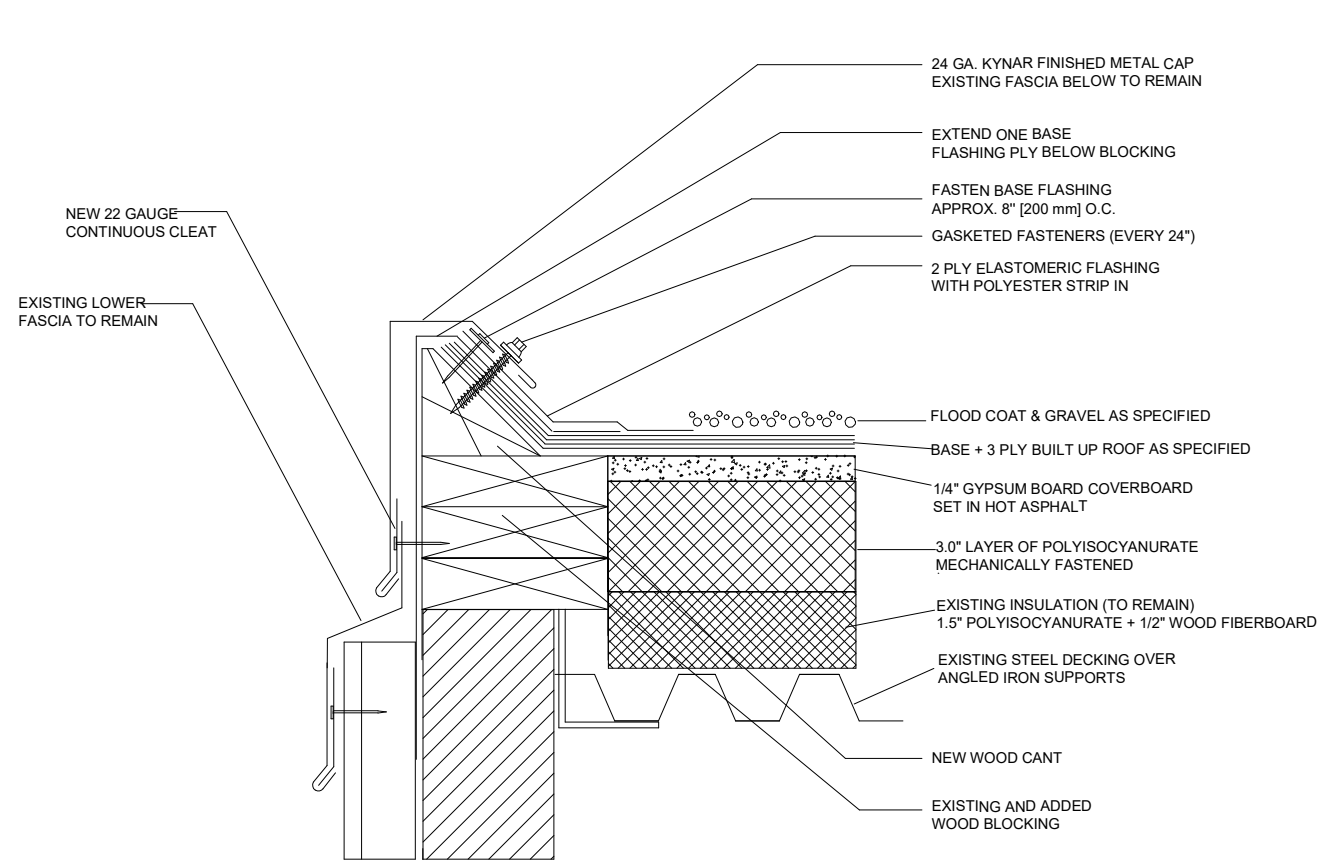
PROPOSED TAPERED LAYOUT FOR:
 CITY OF SHEBOYGAN
 MUNICIPAL SERVICE BUILDING

TREMCO

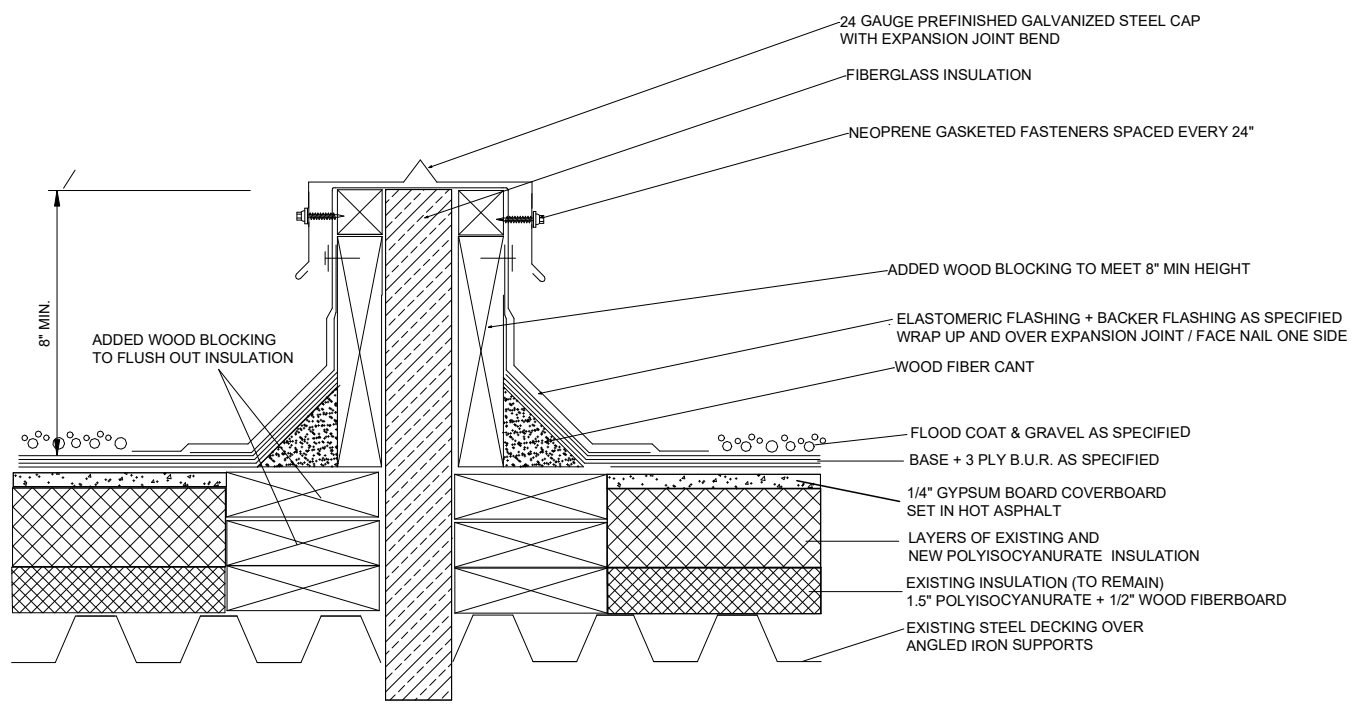
DATE:
 9/15/24
 DRAWN BY:
 A.J.P.

1 OF 1

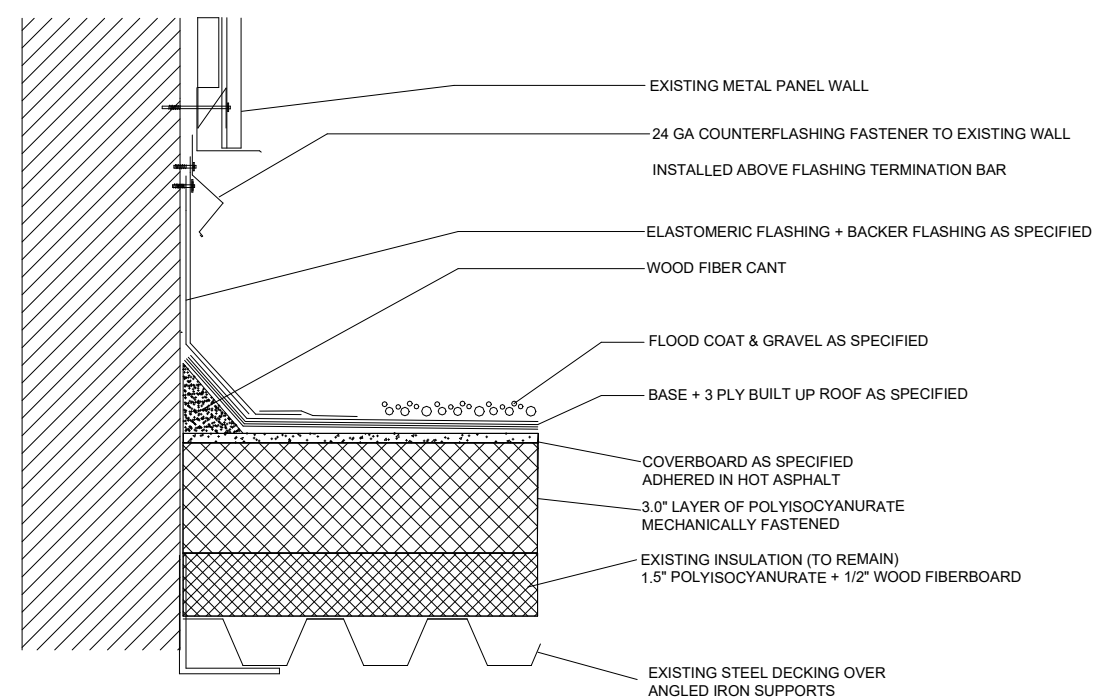
REVISIONS:
 10/22/24
R1.3
 PROJECT #
 80176-R1



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



#2 EXPANSION JOINT DETAIL
SCALE: NTS



#3 COUNTERFLASHING AT EXISTING METAL WALL PANEL
SCALE: NTS

Item 19.

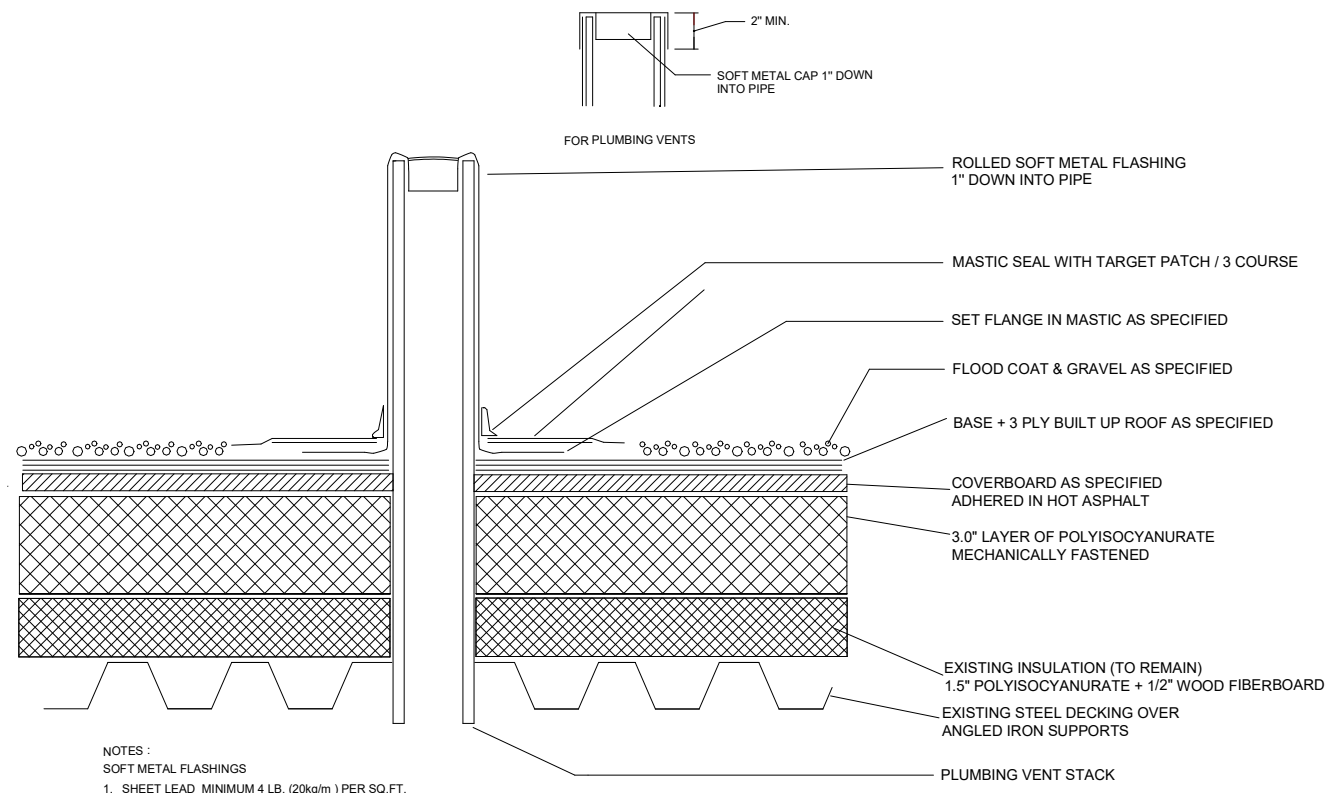
NOTES:

LEGEND:



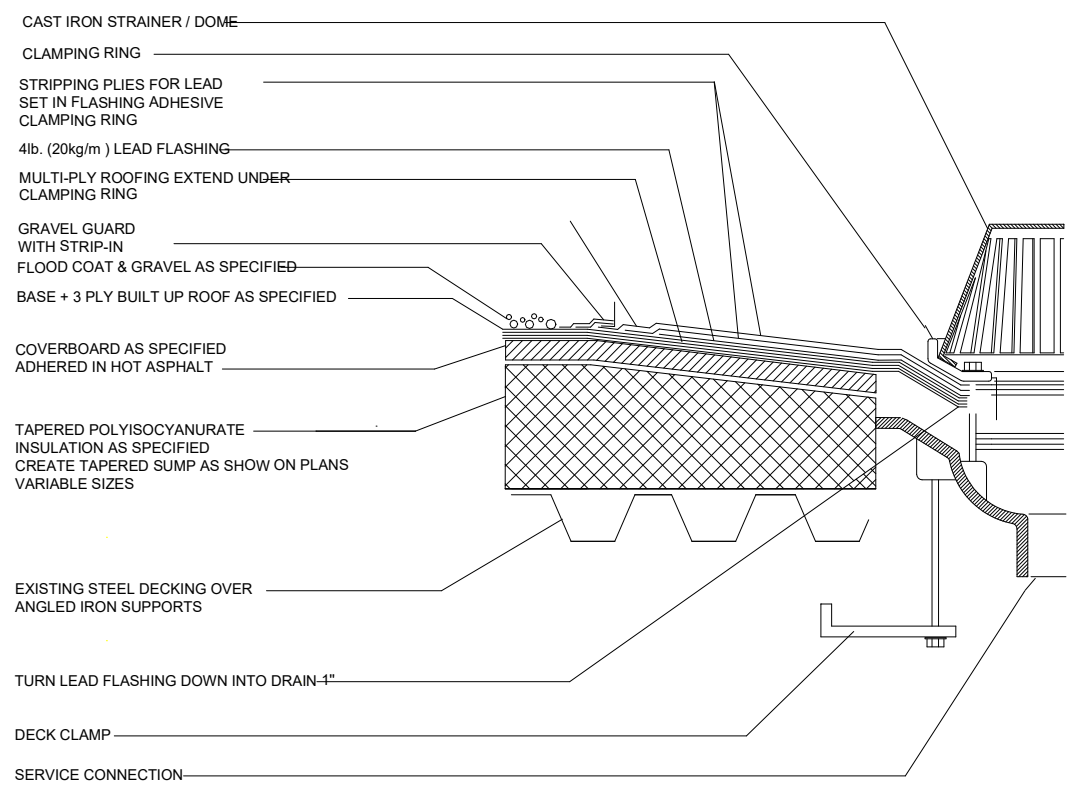
CUSTOMER:		CITY OF SHEBOYGAN	
BUILDING:		MUNICIPAL SERVICE BUILDING	
LOCATION:		SHEBOYGAN, WI	
DRAWN BY	DATE DRAWN	150	NAME
EK	11/15/2024		
APPROVED			R2.0
EK			

ALL DIMENSIONS TO BE VERIFIED BY THE CONTRACTOR

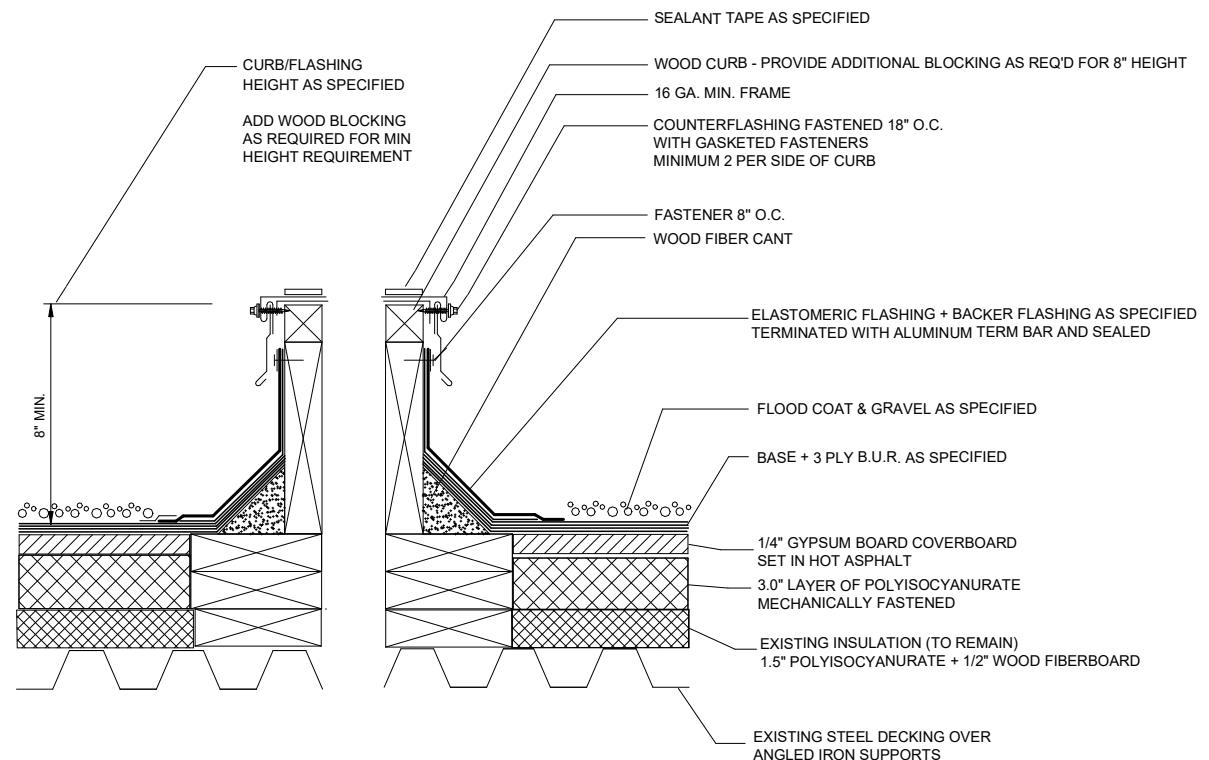


NOTES:
SOFT METAL FLASHINGS
1. SHEET LEAD MINIMUM 4 LB. (20kg/m) PER SQ. FT.
2. SHEET COPPER MINIMUM 16 OZ. IF COPPER FLASHING IS INSTALLED OVER AN IRON OR STEEL PIPE, WRAP AN ASPHALT COATED ROOFING FELT TO PREVENT DIRECT CONTACT BETWEEN TWO DISSIMILAR METALS.

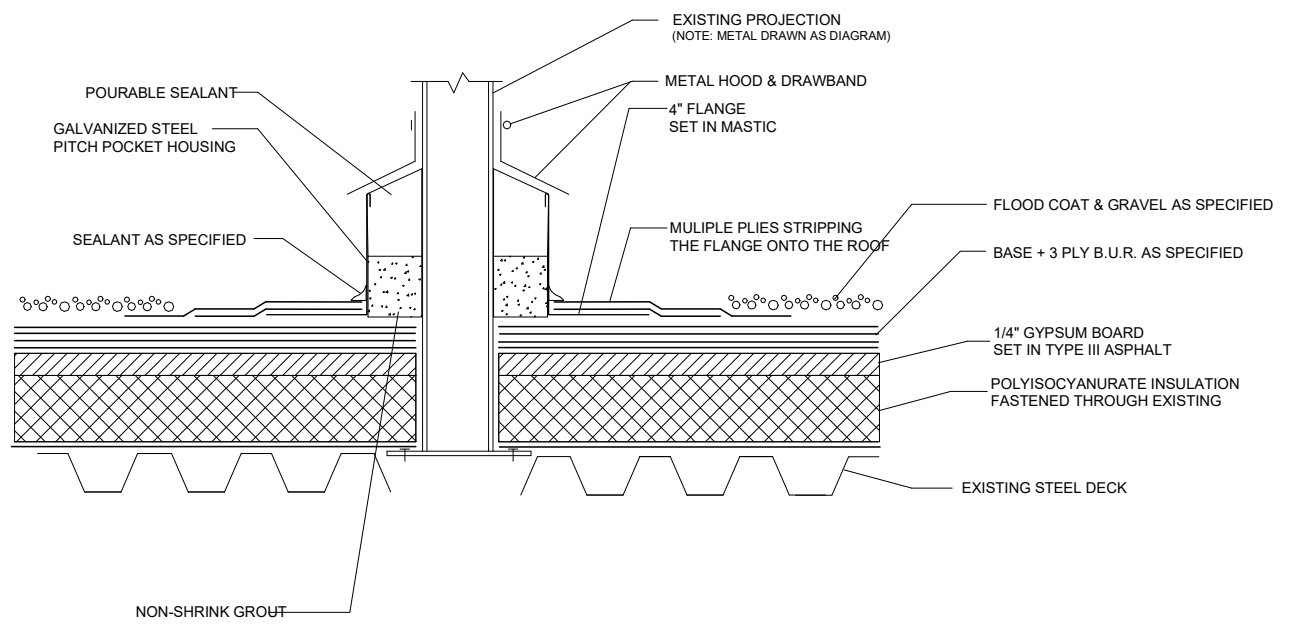
#1 PLUMBING VENT STACK DETAIL
SCALE: NTS



#2 DRAIN DETAIL
SCALE: NTS



#3 EQUIPMENT CURB FLASHING DETAIL
SCALE: NTS



#4 PITCH POCKET DETAIL
SCALE: NTS

REVISIONS	No.	DATE	BY

Item 19.

NOTES:

LEGEND:



CUSTOMER:		CITY OF SHEBOYGAN	
BUILDING:		MUNICIPAL SERVICE BUILDING	
LOCATION:		SHEBOYGAN, WI	
DRAWN BY	DATE DRAWN	151	NAME
EK	11/15/2024		
APPROVED			R2.1
EK			

ALL DIMENSIONS TO BE VERIFIED BY THE CONTRACTOR

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



December 10th, 2024

To: Bidding Contractors

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

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

Questions during and after PreBid Walkthrough:

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

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

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

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

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

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

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

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

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

- 5) Asbestos Testing Results is attached. None Detected

END OF ADDENDUM #1 OF 1

ekrumholz@tremcoinc.com • www.tremcoroofing.com

MICRO ANALYTICAL, INC.

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

BULK ASBESTOS ANALYTICAL REPORT
Utilizing PLM and Dispersion Stain Technique

Customer: Tremco
3735 Green Rd.
Beachwood , OH 44122

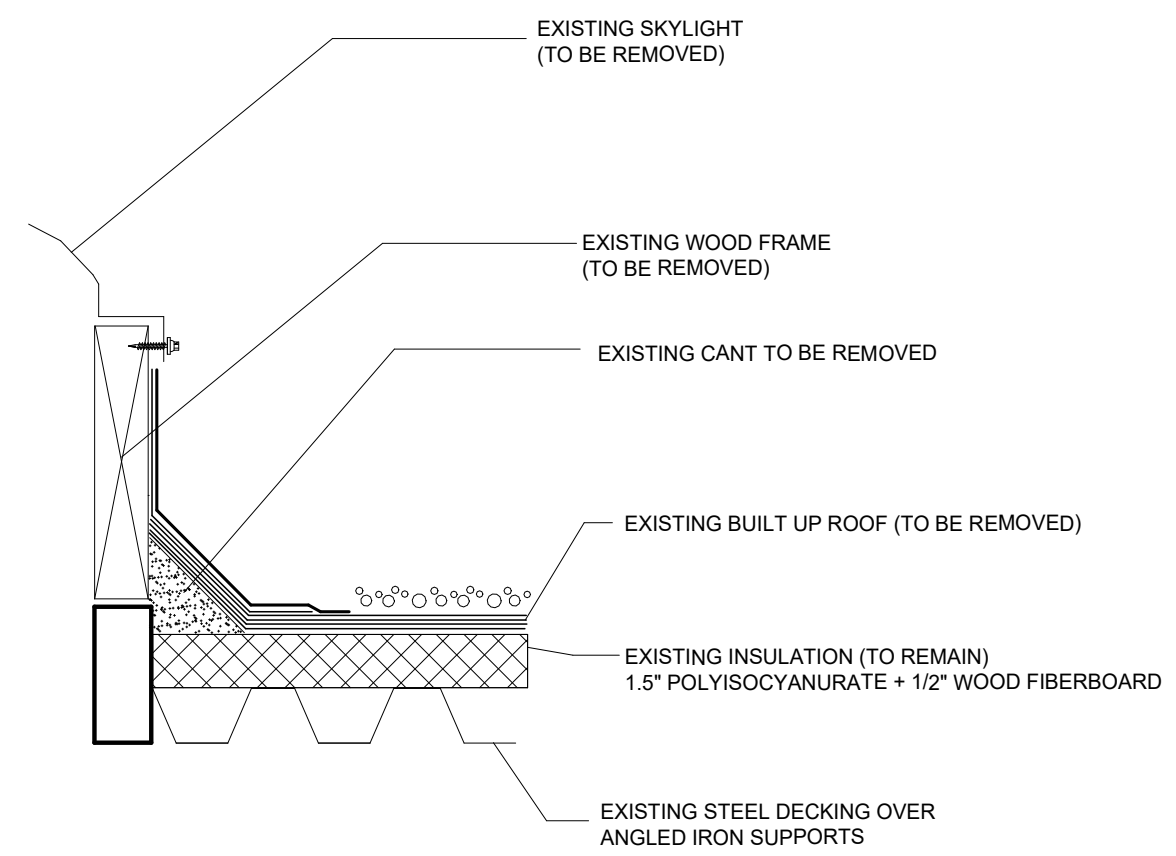
Report #: 225002
Received: 02-Dec-24
Analyzed: 06-Dec-2024

Job ID: City of Sheboygan

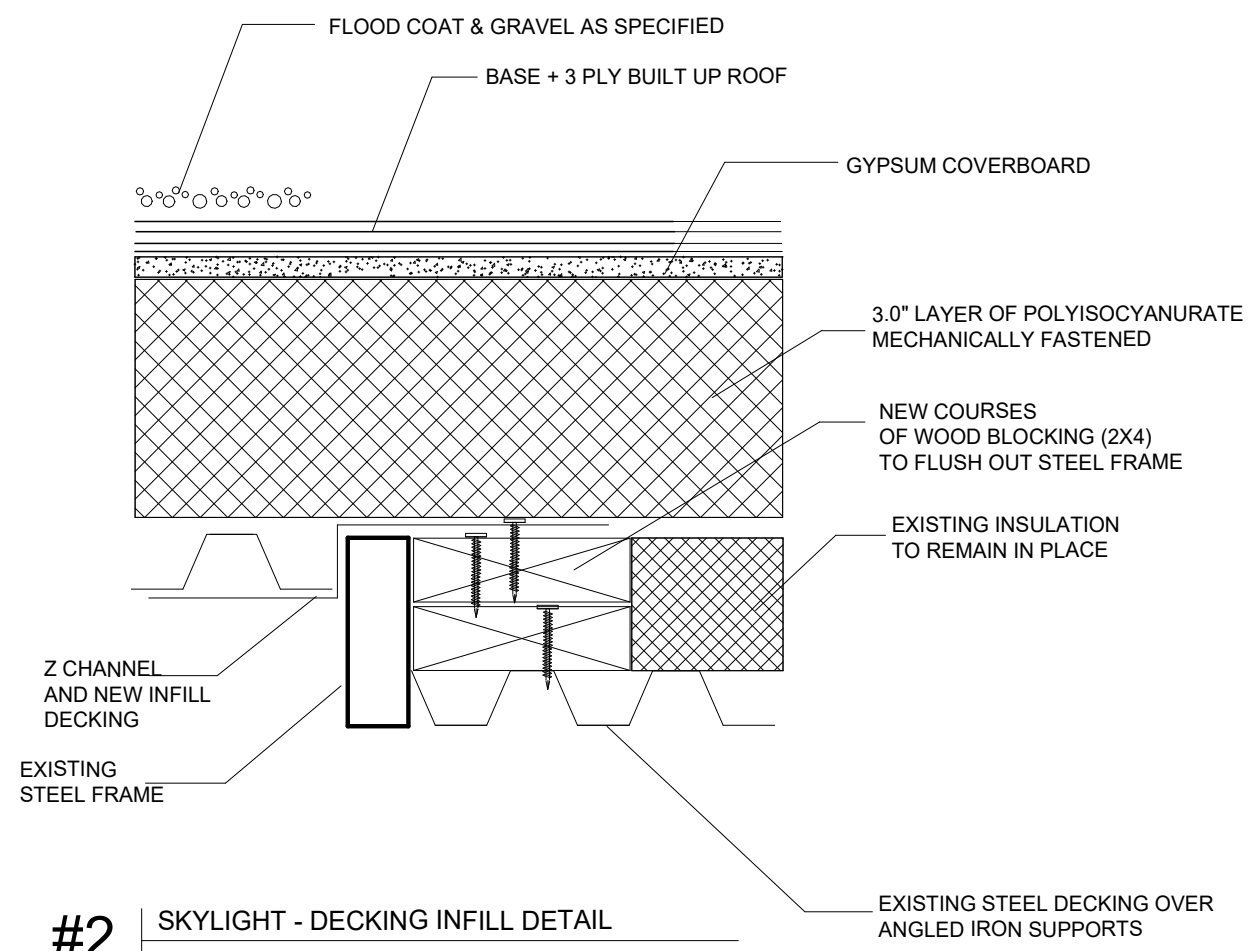
Sample ID	% Asbestos	Non-Asbestos Fibrous Components	Non-Fibrous Components	Color	Texture
MSB FLASH	None Detected	5% Synthetic Fiber	95%	Black	Resinous
MSB MEMB	None Detected	15% Cellulose	85%	Black	Resinous

Analyzed By: Aaron Engelman

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



#1 EXISTING SKYLIGHT CONDITION
SCALE : NTS



#2 SKYLIGHT - DECKING INFILL DETAIL
SCALE : NTS

REVISIONS	No.	DATE	BY

Item 19.

NOTES:

LEGEND:



CUSTOMER: CITY OF SHEBOYGAN		
BUILDING: MUNICIPAL SERVICE BUILDING		
LOCATION: SHEBOYGAN, V		
DRAWN BY EK	DATE DRAWN 11/15/2024	154 NAME
APPROVED EK		R2.2

ALL DIMENSIONS TO BE VERIFIED BY THE CONTRACTOR

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



December 11th, 2024

To: Bidding Contractors

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

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

Final Questions / Reminders:

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

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

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

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

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

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

END OF ADDENDUM #2 OF 2

ekrumholz@tremcoinc.com • www.tremcoroofing.com

Form A: Signature and Non-Collusion Affidavit

RFB: MUNICIPAL SERVICE BUILDING ROOF


This form must be returned with your response.

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

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

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

Kaschak Roofing, Inc
COMPANY NAME


SIGNATURE

12/10/21
DATE

Jason Kaschak
PRINT NAME OF PERSON SIGNING

Form B: Receipt of Forms and Submittal Checklist
RFB: MUNICIPAL SERVICE BUILDING ROOF

This form must be returned with your response.

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

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

Kaschak Roofing, Inc.
COMPANY NAME

Signature
SIGNATURE

Form C: Vendor Profile
RFB: MUNICIPAL SERVICE BUILDING ROOF

COMPANY INFORMATION

This form must be returned with your response.

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

ORDERS/BILLING CONTACT

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

CONTACT NAME Cassie Oden	TITLE Controller		
TELEPHONE NUMBER 414-763-1189	FAX NUMBER		
EMAIL admin@kaschakroofing.com			
ADDRESS 2301 W. Purdue St.	COUNTY Milwaukee	STATE WI	ZIP 53209

Form D: Cost Proposal
RFB: MUNICIPAL SERVICE BUILDING ROOF

This form must be returned with your response.

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

BASE BID: \$ 2,089,900.00

TIME AND MATERIALS RATES FOR WORK UNFORESEEN:

ROOFING HOURLY RATE: \$ 85.00 / HOUR

MARK UP OF MATERIALS / SUB-CONTRACTORS: 15 %

We Acknowledge Receipt of the following Addenda

#1 DATED Dec 10th

#2 DATED Dec 11th

#3 DATED _____

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

Kascheh Roofing

COMPANY NAME

[Signature]

SIGNATURE

12/11/24

DATE

END OF COST PROPOSAL FORM

Form E: References

RFB: MUNICIPAL SERVICE BUILDING ROOF

This form must be returned with your response.

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

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

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

AIA Document A310™ - 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
KASCHAK ROOFING, INC.
2301 W. PURDUE STREET
MILWAUKEE, WI 53209

SURETY:
(Name, legal status and principal place of business)

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

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

OWNER:
(Name, legal status and address)
CITY OF SHEBOYGAN
828 CENTER ST.
SHEBOYGAN, WI 53081

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

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


PROJECT:
(Name, location or address, and Project number, if any)
Municipal Service Building Roof Replacement
2026 New Jersey Ave
Sheboygan, WI 53081

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

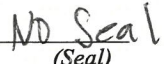
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 13th day of December, 2024

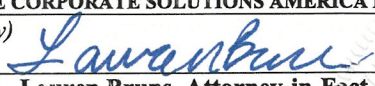



(Witness)

KASCHAK ROOFING, INC. 
(Principal) _____
(Title) **Owner**



(Witness)

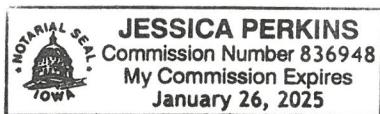
SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION
(Surety)  
(Title) **Lauren Bruns, Attorney-in-Fact**

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

ACKNOWLEDGMENT OF SURETY

State of Iowa)
County of Polk)

On this 13th day of December, 20 24, before me personally appeared Lauren Bruns to me known, who, being by me duly sworn, did depose and say: that s/he resides at Cedar Falls, IA, that s/he is the Attorney-In-Fact of Swiss Re Corporate Solutions America Insurance Corporation, the corporation described in and which executed the annexed instrument; that s/he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that s/he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

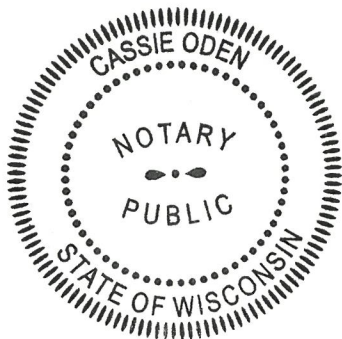


Jessica Perkins
Notary Public

ACKNOWLEDGMENT OF CORPORATION

State of WI
County of Milwaukee

On this 13th day of December, 20 24, before me personally appeared Jason Kaschak, to me known, who being by me first duly sworn, did depose and say that s/he resides in Dale Creek, WI that s/he is the Owner of Kaschak Roofing, Inc. the corporation described in and which executed the foregoing instrument; that s/he knows the corporate seal of said corporation, that the corporate seal affixed to said instrument is such corporate seal, that it was so affixed by order and authority of the Board of directors of said corporation, and that s/he signed his/her name thereto by like order and authority.



Cassie Oden
Notary Public

My Commission expires 7/24/28

SWISS RE CORPORATE SOLUTIONS

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

GENERAL POWER OF ATTORNEY

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

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

JOINTLY OR SEVERALLY

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

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

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

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

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



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

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



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

this 25TH day of SEPTEMBER, 20 23

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

State of Illinois
County of Cook

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



Christina Manisco, Notary

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

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

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

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

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

**CITY OF SHEBOYGAN
INSURANCE REQUIREMENTS**

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

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

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

1. COMMERCIAL GENERAL LIABILITY COVERAGE

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

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

2. BUSINESS AUTOMOBILE COVERAGE

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

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

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

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

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

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

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

10. **BOND REQUIREMENTS**

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

INSURANCE REQUIREMENTS FOR ALL SUBCONTRACTOR(S)

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

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

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

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

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

**CITY OF SHEBOYGAN
RESOLUTION 152-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

JANUARY 20, 2025.

A RESOLUTION authorizing the appropriate City officials to enter into contract for a comprehensive structural and mechanical condition analysis of most city-owned buildings to aid in future maintenance and proactive future budget planning.

WHEREAS, the City owns and is responsible to maintain the buildings under its oversight and requires professional services to assess the current structural and mechanical condition of the buildings and further have a professional firm provide advice as to future needs related to the proper care of the buildings; and

WHEREAS, the City has recently created a Building, Grounds and Facilities Department in order to better manage maintenance of the buildings and the proposed analysis will provide a great deal of information as to current condition and needs for repairs and upgrades into the foreseeable future; and

WHEREAS, the City issued a Request for Proposals to identify firms having the capability to provide the services and associated building management software to effectively create a building “database” to be used for current and future needs; and

WHEREAS, the lowest responsive proposal has been found to comply with all of the specifications and staff has recommended to enter into contract with the firm providing the proposal.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to enter into contract with Concord Consulting Group of Illinois, Inc. in the amount of \$248,760.00 for the building assessment consulting as well as development of an electronic database to be used for future management and budgeting associated with the maintenance of the buildings.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to utilize previously unused capital building project budget draw funds to cover the associated expenses with the above contract via the following 2025 budget amendment:

INCREASE:

Capital Projects Fund - General Government - Contracted Services (Acct. No. 400100-531100)	\$248,760.00
Capital Projects Fund - Fund Equity Applied (Acct. No. 400-493000)	\$248,760.00

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND 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.

Table of Contents

1 NOTICE TO PROPOSERS 4

 1.1 Summary 4

 1.2 Important Dates 4

 1.3 Format 4

 1.4 Labeling 4

 1.5 Standard Terms 4

 1.6 Contact Info 5

 1.7 Multiple Proposals 5

 1.8 Addenda 5

 1.9 Acceptance and Rejection 5

 1.91 Withdrawal and Revision 5

 1.92 Non-Material and Material variance 5

 1.10 Public Records 6

 1.11 Tax Exemption 6

 1.12 Proposers Responsibility 6

2 DESCRIPTION OF SERVICES 6

 2.1 Introduction 6

 2.2 Goals 6

 2.3 Term 6

 2.4 Initial Inspection 6

 2.5 Sub-Contracting 7

 2.6 Warranty 7

 2.7 Existing Environment 7

3. Scope of Services 8

 3.1 Documentation 10

 3.2 Background Information 11

4. Proposal Submission 11

5. Timeline 12

6. Proposal Evaluation and Selection 13

- Form A: Signature Affidavit
- Form B: Receipt of Forms and Checklist
- Form C Vendor Profile
- Form D: Cost Form
- Form E, References
- Appendix A: Standard Terms & Conditions
- Appendix: Building and Existing Equipment Spreadsheet

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

828 Center Avenue

Sheboygan WI 53081

(920)459-3469

Bernard.rammer@sheboyganwi.gov

1.7 Inquiries, Clarifications, and Exceptions

Proposers are to raise any questions they have about the 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			

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 Programmuing 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
Cemetery 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	Secondary	Ticket Stand Structure	110	2008	1	V-B	Wood	Asph Shgl/Shake
Vollrath Park Lighting Control Structure	East end of Vollrath "Bowl"	Secondary	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	Secondary	Storage Shed	96	1998	1	V-B	Wood	Asph Shgl/Shake
Roosevelt Park Lighting Control Building	South 12th & Mead Avenue	Secondary	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
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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



TABLE OF CONTENTS

Background Information	1-4
2. Relative Experience	5-11
3. & 4. Staffing/Resumes	12-25
5. Client Listing	26
6. Cost-Saving Strategies	27
7. Timeline	28
8. Price Proposal	29-31
9. Scope of Work	32-35
10. Data Gathering Methodology	36-38
11. Other Information	39
12. Completed Forms	40-43

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 lighting fixtures.

CONCORD
— GROUP —



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.

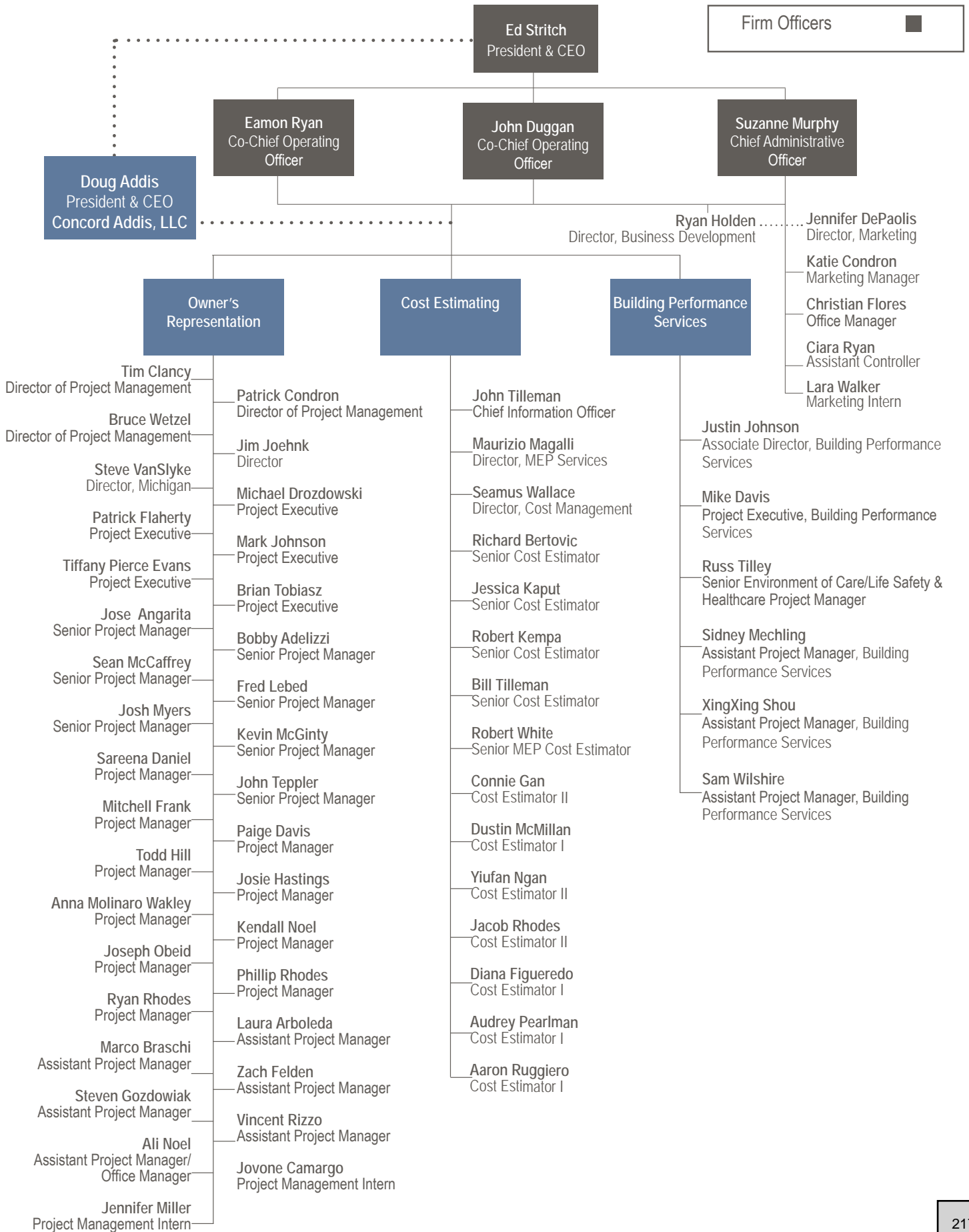
Warranty period commissioning activities vary widely from project-to-project, depending primarily on the priorities, past experiences and budget of the building owner. Commissioning tasks, leading up to and including final verification tests and training, minimize system operational problems during the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



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



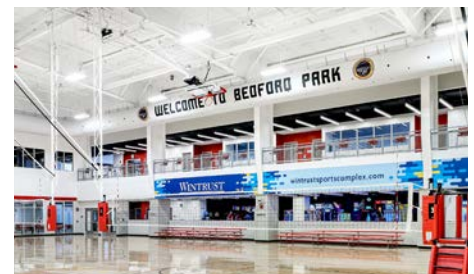
Milwaukee County Center for Forensic Science



Milwaukee Public Library



City of Brookfield
Conference Center



Village of Bedford Park
Wintrust Sports Complex



City of Chicago
Millennium Park



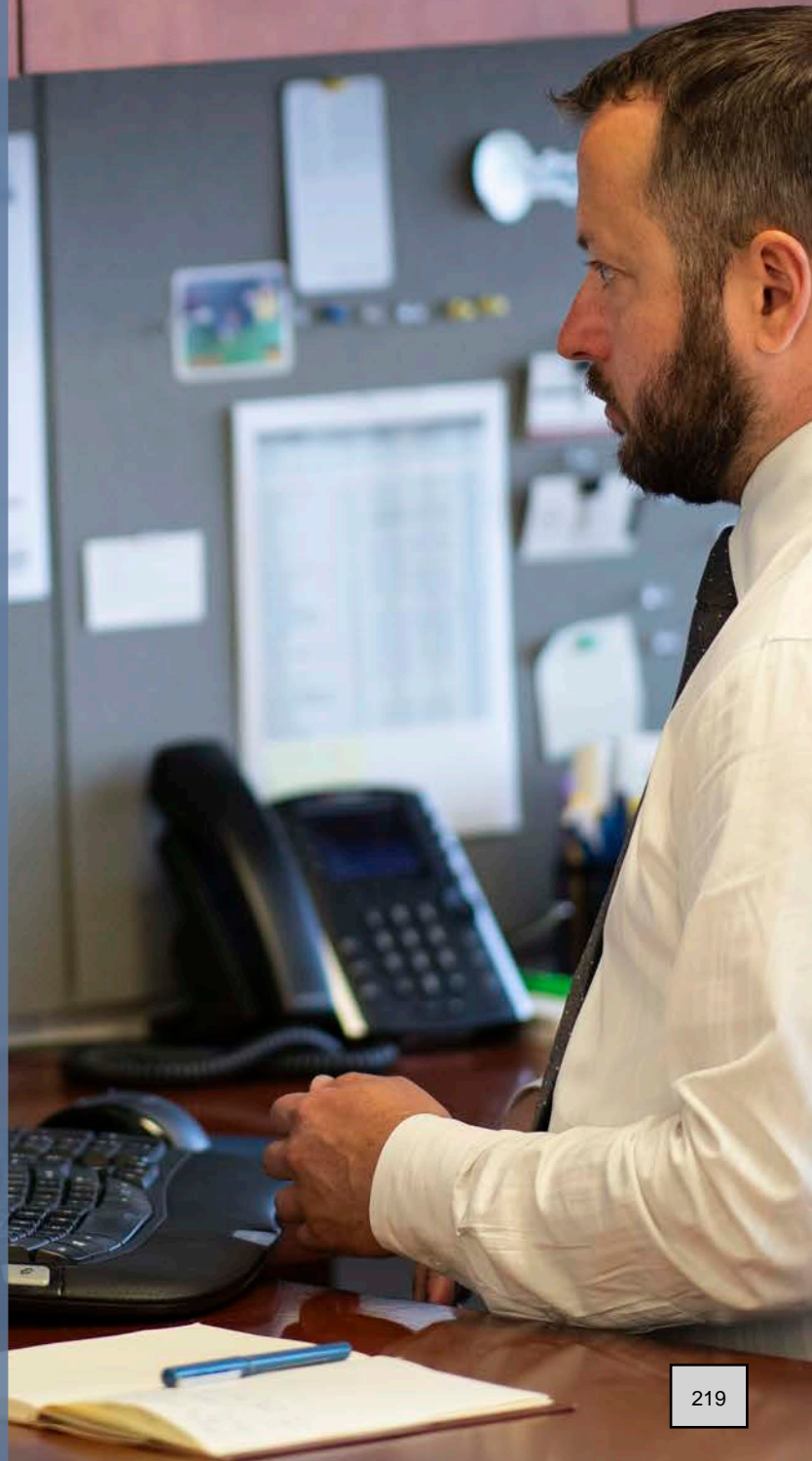
Chicago Park District



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 Lockfeer
 Assistant Director of Public Works
 City of Lake Forest
 847.810.3542
 LockfeJ@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

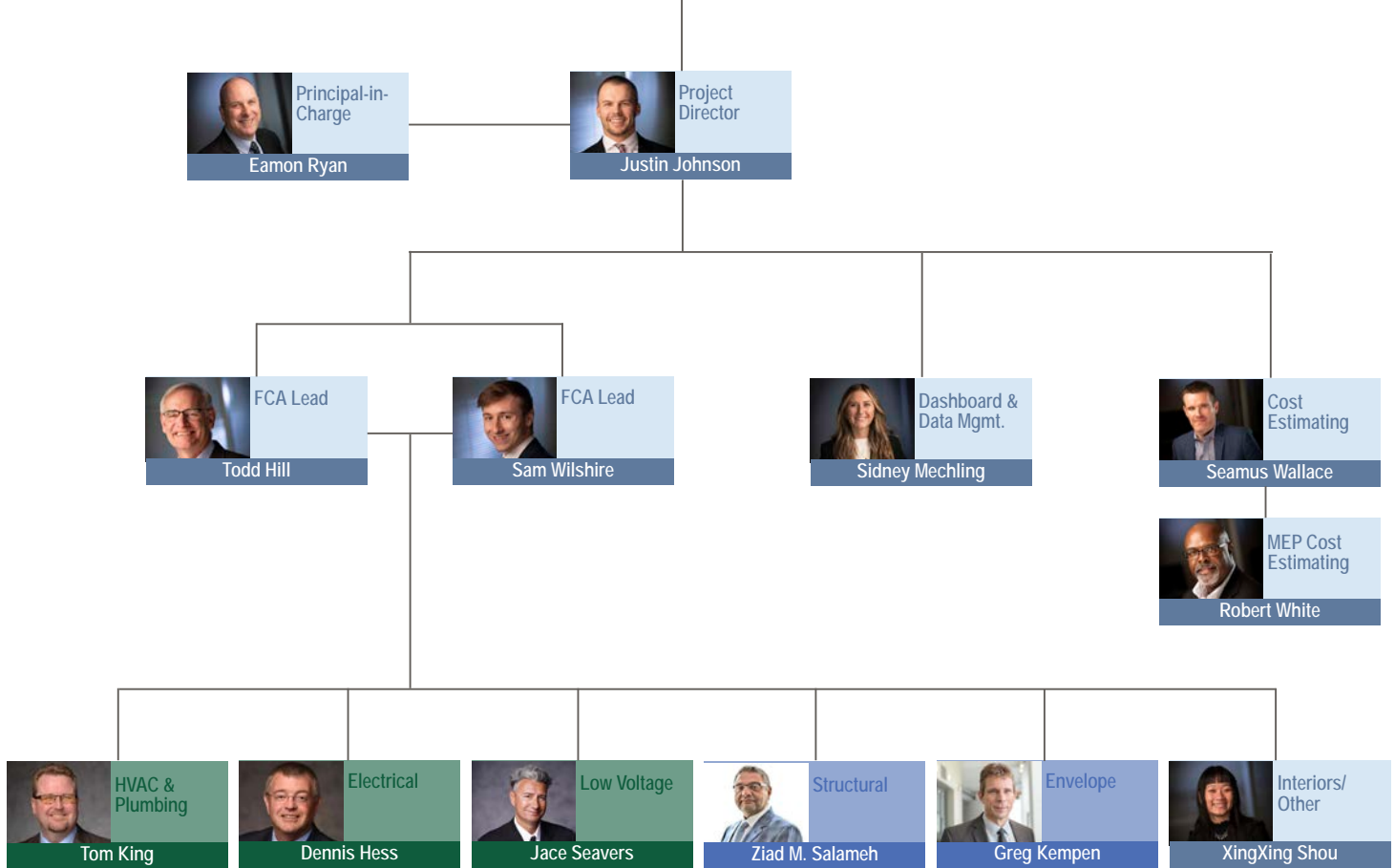
The goal of the study was to establish the highest and best use for Milwaukee County's Historic 1932 Courthouse. Projections for space needed to consider a 10-year planning horizon for the Courts, county demographics and current and projected space utilization. Additionally, use of modern sustainable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



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

CONCORD
GROUP

Justin Johnson

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

Project Role: Project Director



jjohnson@concord-cc.com

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.

Education

University of Wisconsin - Platteville
Platteville, WI
Bachelor of Science, Mechanical Engineering

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.

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)

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.*





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

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

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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.

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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

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.

Education

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

Experience

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

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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.

History of Employment

1 | Year with Concord

1 | Total year of experience





xshou@concord-cc.com

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.

Education

Brown University
Providence, RI
Bachelor of Arts, Architecture

Experience

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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.

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History of Employment

2 | Years with Concord

2 | Total years of experience



Seamus Wallace

CPE - Director, Cost Management

Project Role: Cost Estimating



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.

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)

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

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.

Education

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

Professional Affiliations

Association for the Advancement of Cost Engineering (ACEC)

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

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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

20 | Years with Concord

34 | Total years of experience



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

History of Employment

25 | Years with IBC

25 | Total years of experience

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.



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

Item 20.

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



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.**

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.

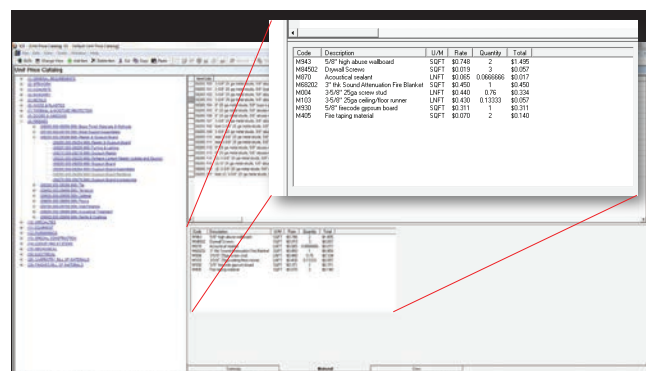


On Screen Take-Off Example

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.



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.

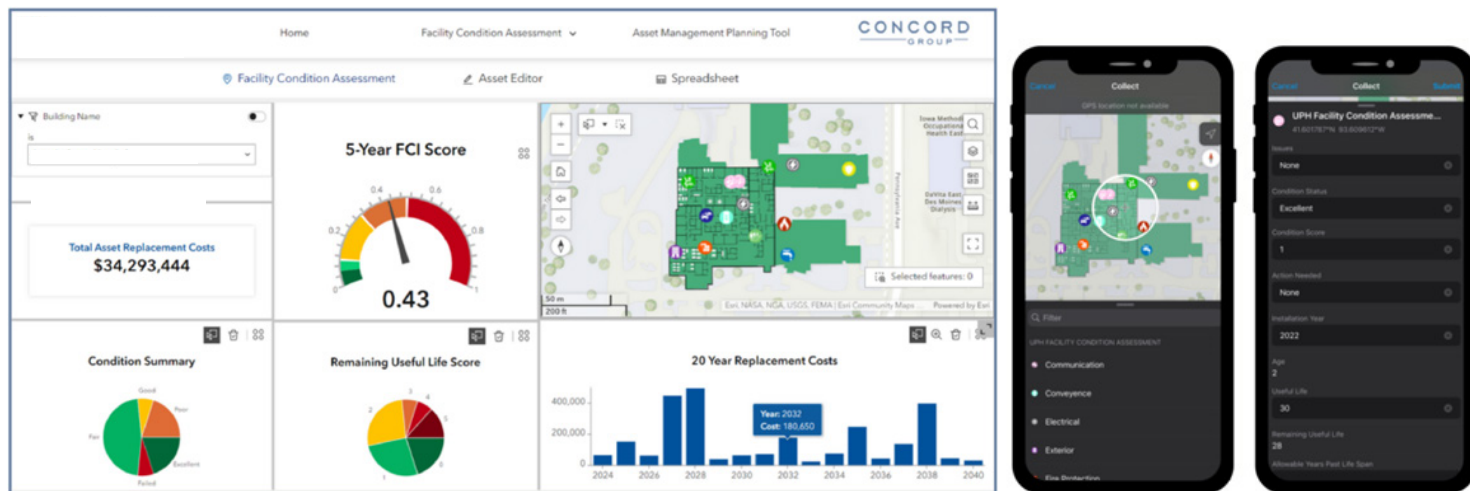
FACTs is a digitized and interactive tool that can be adapted to present the assessment results in a manageable deliverable that includes asset locations, asset scores, descriptions, building condition scoring, sustainability metrics, estimated replacement dates, and estimated replacement costs. Additionally, 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 shows 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 present with the placeholder text 'Object ID or TMA Ass...'. The main content is a table with the following columns: OBJECTID, Building, Asset Category, Asset, Issues, Condition Score, Installation Year, and Replacement Cost. The table contains 11 rows of data.

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.

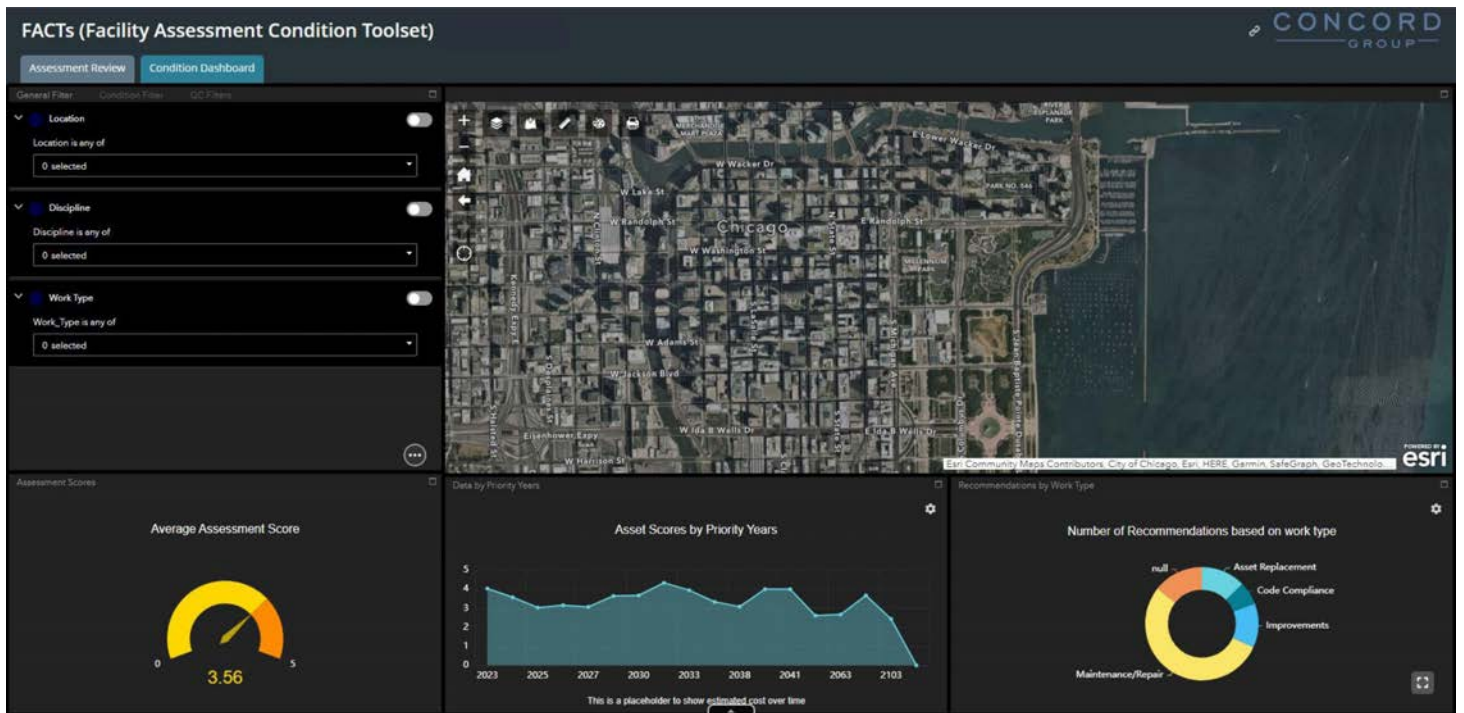
11.

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.

**CITY OF SHEBOYGAN
RESOLUTION 151-24-25**

BY ALDERPERSONS DEKKER, RUST, AND MITCHELL.

JANUARY 20, 2025.

A RESOLUTION authorizing the appropriate City officials to execute the Contract for Professional Services Between the Bay-Lake Regional Planning commission and the City of Sheboygan, Shoreline Metro regarding preparation of a 2026-2030 Transit Development Program (TDP) Update.

RESOLVED: That the Parking and Transit Director is authorized to execute the Contract for Professional Services, a copy of which is attached hereto.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE
THE BAY-LAKE REGIONAL PLANNING COMMISSION
AND
THE CITY OF SHEBOYGAN, SHORELINE METRO
(Transit Development Plan Update for Shoreline Metro)**

THIS AGREEMENT (the “contract”) is entered into as of the ____ day of _____, 2025 (the “Effective Date”), by and between the Shoreline Metro and the Bay-Lake Regional Planning Commission (herein called the "Commission").

WHEREAS, City of Sheboygan is a member of the Bay-Lake Regional Planning Commission; and

WHEREAS, Shoreline Metro has requested the Commission to provide services for the Shoreline Metro Transit Development Plan Update; and

WHEREAS, The Commission has a professional staff qualified to undertake such work; and

WHEREAS, the project and the character of the services to be performed by the Commission hereunder are consonant with the powers it possesses and the duties and functions it is created to perform under Wisconsin Statutes Section 66.0309;

NOW, THEREFORE, in consideration of these premises and of their mutual and dependent promises and agreements, the parties hereto contract and agree as follows:

- I. Engagement of Commission. Shoreline Metro hereby agrees to engage the Commission, and the Commission hereby agrees to perform the services hereinafter set forth.
- II. Scope of Work to be Undertaken by the Commission. The Commission will provide a variety of planning and grant-related services, as needed and verbally requested by Shoreline Metro. The Commission will provide the services that are outlined in the Scope of Work (Attachment A).
- III. Assistance from Shoreline Metro.
 - A. Shoreline Metro will be responsible for complying with all terms and conditions and other requirements as outlined in agreement(s) between the Wisconsin Department of Transportation, Federal Transit Administration, and Shoreline Metro;
 - B. Host periodic meetings of the Transit Committee to review the progress of the project and provide feedback on the materials provided by the Commission.
 - C. Conduct boarding and alighting survey and provide the results to the Commission.
 - D. Provide any information related to the Scope of Work as requested by the Commission.
- IV. Personnel
 - A. The Commission represents that it has, or will secure at its own expense, all personnel and equipment required to perform the services under this agreement. It is understood that its personnel shall in no manner be considered employees of Shoreline Metro nor shall they have any contractual relationships with Shoreline Metro.
 - B. All of the services will be performed by the Commission or under the supervision of its personnel.
 - C. None of the work or services covered by this agreement shall be subcontracted without the expressed formal concurrence of Shoreline Metro.
- V. Time of Performance. This contract will be in effect beginning February 1, 2025, through March 31, 2026, and may be extended upon the mutual agreement of the Commission and Shoreline Metro.
- VI. Fee for Services. Services will be performed on a time and expense basis with an upset limit of **\$49,371**. Once the upset limit has been reached, an extension to this contract can be executed by either party based on a mutually agreed upon revised fee, scope of services, and time of performance.
- VII. Reimbursement and Method of Payment. Subject to the limits set forth in Section VI, Shoreline Metro will reimburse the Commission bi-monthly, after receiving an invoice from the Commission.
- VIII. Termination for Convenience of Shoreline Metro. If through any cause, barring an act of God, the Commission fails to fulfill the obligations under this contract, or if the Commission violates any of the covenants, agreements, or stipulations of this contract, Shoreline Metro has the right to terminate this contract giving 30-day written notice to the Commission.

If the agreement is terminated by Shoreline Metro as provided herein, the Commission will be paid for the actual costs of the services performed under this agreement. In such an event, all finished or unfinished documents, data, studies, surveys, drawings, maps, and reports pertaining to the project prepared by the Commission will, at the option of Shoreline Metro, be made available to it.

- IX. Changes. Shoreline Metro or the Commission may, from time to time, request changes to this agreement. Such changes, including any increase or decrease in the amount of the Commission's compensation, which are mutually agreed upon by and between Shoreline Metro and the Commission, will be incorporated in written amendments to this agreement.
- X. Equal Opportunity Compliance.
- A. In accordance with Section 16.765 of the Wisconsin Statutes, the Commission agrees to the following provisions:
- In performing work under this Contract, the Commission shall not discriminate against any employee or applicant for employment on the basis of age, race, religion, color, disability, sex, physical condition, developmental disability as defined in Section 51.01(5), Wisconsin Statutes, sexual orientation, or national origin.
- This commitment applies, but is not limited, to the following areas: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Commission also agrees to take affirmative action to ensure equal employment opportunities. Furthermore, the Commission shall post, in conspicuous locations accessible to employees and job applicants, notices provided by the Commission outlining the provisions of the nondiscrimination clause.
- The Commission shall provide a copy of its Affirmative Action Plan to Shoreline Metro, if requested.
- B. Section 109 of the Housing and Community Development Act of 1974, Title I, as amended. prohibits discrimination on the basis of race, color, national origin, disability, age, religion, and sex within Community Development Block Grant (CDBG) programs or activities.
- C. Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination on the basis of disability. It provides that no otherwise qualified individual with a disability shall, solely by reason of their disability, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving federal financial assistance, including employment.
- D. Age Discrimination Act of 1975, as amended, prohibits discrimination on the basis of age. It provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving federal financial assistance.
- E. Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the grounds of race, color, or national origin. It states that no person in the United States shall be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving federal financial assistance.
- XI. Interest of Local Officials and Others. No officer, member or employee of Shoreline Metro or public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this agreement shall participate in any decision relating to this agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he is directly or indirectly interested; nor shall any such officer, member or employee of Shoreline Metro or other public official of the governmental unit within Shoreline Metro have any interest, direct or indirect, in this agreement or the proceeds thereof.
- XII. Assignability. The Commission shall not assign any interest in this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of Shoreline Metro thereto; provided, however, that claims for money due to the Commission from Shoreline Metro under this agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to Shoreline Metro.
- XIII. Interest of the Commission. No employee of the Commission presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of any services he/she may be required to perform herein.
- XIV. Liability. Each party to this agreement shall hold and save every other party to this agreement, their respective officers, directors, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for or on account of any or all damages of any character whatsoever resulting directly or indirectly from the performance or non-conformance by the indemnifying party of services under this agreement, excluding damages resulting from the negligent or intentional acts by or acts in excess of the scope of authority of the indemnified party.

IN WITNESS WHEREOF, Shoreline Metro and the Commission have executed this Agreement as of the date first above written.

Attesting Witness:

Shoreline Metro

Derek Muench
Director of Shoreline Metro

Date

Name
Title

Date

Bay-Lake Regional Planning Commission

Brandon Robinson
Executive Director

Date

Heena Bhatt
Principal Transportation Planner

Date

ATTACHMENT A

SCOPE OF SERVICES AND COST ESTIMATE FOR:
2026 - 2030 Transit Development Program (TDP) Update

Shoreline Metro
Sheboygan, Wisconsin

January, 2025

Bay-Lake Regional Planning Commission
1861 Nimitz Drive
De Pere, 54115
(920) 448-2820

TABLE OF CONTENTS .

I. INTRODUCTION	1
II. OBJECTIVES	2
III. COMMISSION’S APPROACH TO THE PROJECT	4
IV. DELIVERABLE PRODUCTS	8
V. PROJECT TIME FRAME	9
VI. PROJECT COST ESTIMATE	10
IV. TDP OUTLINE	11

I. INTRODUCTION

Public transit services have been provided for decades in Sheboygan. Similar to several other communities, the City of Sheboygan had to assume operation of the public transportation system when that system was no longer profitable for a private operator in the early 1970s. The City of Sheboygan has continued to operate Shoreline Metro (formerly known as the Sheboygan Transit System) as a service to the community and area.

Improvements to service are always necessary to keep a transit operation useful to its riders and to the larger public. In addition, with the increased scrutiny of transit funding at all levels of government, and increased public demands for improved transit services and for coordination of transportation services, it is appropriate to develop a short-range plan for public transportation services in the community and area.

The Bay-Lake Regional Planning Commission proposes completion of a TDP for Shoreline Metro to cover the period from 2026 through 2030. The plan would be initiated in February 2025 and would be completed in February 2026. The area considered in this study would consist of the Cities of Sheboygan and Sheboygan Falls and Village of Kohler, located within the Sheboygan Urbanized Area in Wisconsin. The Commission completed the last TDP for Shoreline Metro (covering 2021 through 2025) in 2021.

The TDP planning process would permit careful consideration of factors expected to impact transit services (including the need for such services) over the period covered by the TDP, as well as the development of a strategy to optimize the use of capital and operational funding to meet the needs of the service area. The TDP would involve careful consideration of the appropriate future direction for public transportation services in the Sheboygan area, as well as the appropriate manner in which such services should be provided.

II. OBJECTIVES

The Bay-Lake Regional Planning Commission has the experience and knowledge to help Shoreline Metro to develop a TDP update and to identify specific solutions to the transit operation's most pressing issues. The Commission has specified the following objectives in preparing the TDP update:

- To work with the plan review committee, transit staff, transit commission, common councils and village boards of the communities in the service area, and with the public of the service area to establish overall policies to guide the development of Shoreline Metro over a five-year period.
- To encourage and foster citizen participation throughout the TDP planning process.
- To determine how Shoreline Metro compared to peer transit operations in terms of various performance measures.
- To determine the most productive and least productive routes and route segments of Shoreline Metro System.
- To determine the most appropriate type(s) of transit service (fixed-route, demand response, shared-ride taxis, route deviation, or a combination of these), for the many individual transit markets in the Sheboygan area.
- To evaluate current routing for sufficient time on trips so operators rarely run late making trips, and so that there is minimal overlap of routes as well as increased spacing between the routes.
- To determine appropriate additions and deletions to transit service, particularly with consideration of added service into such areas as the Town of Sheboygan and south of City of Sheboygan.
- To examine passenger opinion concerning Shoreline Metro.
- To determine the appropriate fare policies that should be implemented by Shoreline Metro.
- To determine which capital projects should be pursued to achieve transit goals, with an emphasis on revenue vehicles.
- To determine how transit can be used to achieve mobility and land use goals.
- To determine how changing demographics and land use patterns can best be accommodated by Shoreline Metro.
- To recommend land use policies that should be established to facilitate public transportation service.
- To determine appropriate federal, state, local and user funding levels for transit services.

- To recommend how Shoreline Metro should market itself over the next several years.
- To recommend methods that Shoreline Metro should utilize to internally monitor its performance.
- To determine the appropriate implementation sequence for recommendations made in the TDP.

III. COMMISSION'S APPROACH TO THE PROJECT

Through a contract agreement between the Commission and the City of Sheboygan, the Bay-Lake Regional Planning Commission will prepare a TDP update for Shoreline Metro as outlined in the following sections and develop specific recommendations pertinent to route and fare structure, hours and frequency of service, financial planning, capital improvements, marketing, performance monitoring, land use and other transit operational matters.

The Bay-Lake Regional Planning Commission transportation planning staff will meet with a review committee recommended by Shoreline Metro staff and appointed by its governing board periodically as TDP components are in the process of being developed and once these components are completed. The Bay-Lake Regional Planning Commission transportation planning staff will revise TDP components as directed by the review committee. Bay-Lake Regional Planning Commission transportation planning staff will also meet periodically with the governing board of the transit operation to present updates on the TDP as well as at the point of adoption.

The following narrative describes the work to be completed by the Bay-Lake Regional Planning Commission based upon the TDP outline shown in Section VII of this proposal:

Transit System Overview Element:

This element will describe the existing state of the Shoreline Metro Transit System. Key components of this element include descriptions of the history of transit service in the Sheboygan area, organization and management of the transit system, service characteristics, the vehicle fleet, and of other facilities operated by the transit system. Additional components discussed under this element include the current fare structure as well as systemwide ridership trends. Funding sources over the most recent four-year period will be analyzed, and an analysis of expenses by category will also be provided as part of this element. Finally, this element will provide a description of other transit and/or paratransit providers serving the Sheboygan area.

Goals And Objectives Element:

This element will involve the development and refinement of a mission statement, a small number of goals, various objectives to support each goal in the planning and operation of the Shoreline Metro Transit System. A nominal group exercise with the TDP review committee will be used to initiate this element. One or more meetings of the TDP review committee will then be needed to review the draft goals and objectives. A public informational/input meeting will be conducted during the planning process to present the draft goals and objectives, and the public will have an opportunity to comment before this element is finalized by the TDP review committee.

Existing Service Review:

This element will utilize socioeconomic data to develop a community demographics profile and understand the major potential trip generators, land use patterns, and motor vehicle travel patterns. Maps, charts and tables will be used to describe the following items and better understand the major trip generator block groups. Following is some of the items that this element will include:

- Population density
- Employment density
- Elderly and disabled population density
- Percentage of minority population
- Percentage of low-income population

- Percentage of zero vehicle household and single vehicle households

In addition to these items, the element will also contain data of the weekday and weekend transit routes and the boarding and alighting information from the transit stops.

Peer Performance Analysis:

This element will involve selection of five to six peer transit operations in Wisconsin and the Midwest in which various transit performance measures can be compared. The peer operations will involve similar population sizes where possible. Productivity measures to be compared will include passengers per hour; passengers per mile; cost per revenue hour; and cost per passenger trip.

This element will also involve the development of a cost allocation model. This cost allocation model will be utilized to evaluate the productivity of the various routes of Shoreline Metro Transit in the most recently completed calendar year. The productivity measures in the route-level analysis will include passengers per mile; passengers per hour; and cost per passenger. A detailed route-level productivity analysis will be conducted for weekdays, while a more generalized and qualitative route-level productivity analysis will be conducted for Saturdays.

Ridership Opinion Element:

This element will analyze ridership opinion concerning elements of Shoreline Metro Transit's service and will also be a rich source of demographic information concerning the ridership. Bay-Lake Regional Planning Commission staff will analyze the survey results collected, draft a summary of the findings as part of this element, and present the findings to the review committee for its discussion.

If desired (and for an additional cost), the Bay-Lake Regional Planning Commission can also contract with a professional survey center based in Northeastern Wisconsin to administer a community opinion survey concerning Shoreline Metro Transit System using a statistically valid random sample of residents in the service area. This survey would be more extensive than the ridership opinion survey but would be conducted by telephone. Again, both opinion questions and demographic questions would be asked on this survey. The professional survey center and Bay-Lake Regional Planning Commission staff would jointly analyze the survey results collected. Bay-Lake Regional Planning Commission staff would draft a summary of the findings as part of this element and would present the findings to the review committee for its discussion.

A comparison of survey findings would be another component of this element. Demographic characteristics would be compared between the passenger opinion survey (and community opinion survey, if conducted) and 2020 Census and/or American Community Survey (ACS) data for the service area. Demographic characteristics will also be compared between these survey efforts and past similar survey efforts when permitted by similarly worded questions. Comparisons of the opinions of riders and non-riders will also be discussed as part of this analysis.

Route Ridership Patterns Element:

This element will analyze route ridership patterns of the transit system. A boarding and alighting survey will be conducted as part of this analysis. Components discussed as part of this element will include total daily boarding and alighting; maximum loads by route and departure time; peak and off-peak boarding and alighting comparison; route-level boarding and alighting profiles; an analysis of low demand segments for individual routes.

Public Engagement:

The first public informational/input meeting will be held once much of the background data have been collected and analyzed (transit system overview, community profile, ridership and community opinion, route ridership patterns and transit system performance). This meeting will be held at a location easily accessible to transit services and to the disabled. At about the same time as the first public informational/input meeting, focus groups will be held with drivers to obtain their input on routing and various other transit operational issues.

A second series of public informational/input meetings will be held once the alternatives analysis has been completed and a draft recommended plan chapter has been written. The first meeting will be held at a senior citizens' center within the transit service area, while one or two other meetings will be held at another location easily accessible to transit services and to the disabled.

One or two public hearing sessions will be held about a month prior to adoption of the TDP at a location easily accessible to transit services and to the disabled. Written and oral comments will be accepted at all public informational meetings and public hearings.

Alternatives Analysis Element:

This element could take two to three months to complete, depending upon the number of alternatives the review committee wants Bay-Lake Regional Planning Commission staff to examine. Commission staff will examine alternatives (and variations thereof) and present them to the review committee for its consideration until the analysis of all requested alternatives has been exhausted. Parameters to be considered in the examination of the alternatives include area served (in square miles), route miles, service hours, ridership, cost per passenger, cost per mile, cost per hour, passengers per mile, passengers per hour and farebox revenue per passenger.

Financial parameters will also be examined under each alternative. All parameters examined under each alternative will be for a single base year. Later in this process, the alternatives will be reduced to a "short list" of "second tier alternatives." The last part of this element will involve convening a meeting of the review committee to prioritize the second-tier alternatives in an effort to develop a single preferred alternative. It is possible that the preferred alternative may be a combination of two or more of the second-tier alternative transit configurations. This will lead to development to the final plan element, the recommended plan.

Recommended Plan Element:

This element will be drafted once the review committee has recommended a preferred alternative. This element will present recommended service changes, both in terms of general service (including route specific recommendations) as well as in terms of ADA paratransit service. A map will depict the recommended route structure.

A financial plan will be developed for the preferred alternative that covers a six- or seven-year period beginning with the year of plan adoption. Expenses examined under the proposed financial plan will be divided into three components: fixed-route operations, administration, and ADA paratransit service. Revenues examined under the proposed financial plan will include various federal and state funding sources, local funding sources, farebox revenues and other revenues.

A fare policy will be established as part of this element. Various capital improvements will also be recommended as part of this element; special emphasis will be placed on replacement of revenue vehicles. Other components of this plan element will include marketing recommendations, specific recommendations concerning monitoring the performance of the transit operation, land use planning recommendations, and contingency measures to be taken in the event that certain types of funding

are not available to implement the recommended plan. This element will conclude with a year-by-year implementation strategy for the TDP.

IV. DELIVERABLE PRODUCTS

During the course of and at the completion of the planning process, the following products will be delivered:

1. Twelve (12) copies of the full draft TDP will be printed for review committee and transit governing board purposes. Digital copies will also be made available for distribution upon request.
2. Twelve (12) paper copies of the final (adopted) TDP, some of which will be submitted to agencies, municipalities and libraries, with the remaining copies made available to Shoreline Metro Transit System. In addition, one (1) electronic copy of the final TDP will be made available in Adobe PDF and Microsoft Word formats. The Bay-Lake Regional Planning Commission will provide additional copies of the TDP at the cost of reproduction (cost based on page count of the document).
3. It is recommended that at least two public informational/input meetings be held during the planning process, along with at least one public hearing session to be held approximately one month in advance of TDP adoption. In addition, 7 or 8 meetings of the TDP review committee are recommended. All TDP review committee meetings will be open to the public, and the Bay-Lake Regional Planning Commission will publish Agenda of all meetings and hearings pertinent to TDP completion.

v. PROJECT TIME FRAME

Proposed Project Time Frame 2026-2030 Shoreline Metro Transit Development Program (TDP) Update	
Activity	Timeline
Contract Signed - Initiate Plan	February, 2025
Present Transit System Overview	April-May, 2025
Present Community Profile and Transit System Performance	April-May, 2025
Conduct Boarding and Alighting Survey	June - July, 2025
Present Ridership Opinion	July, 2025
Present Route Ridership Patterns	July, 2025
Develop Goals, Objectives and Standards	July, 2025
Hold First Public Informational/Input Meeting	August, 2025
Drivers' Focus Group Session(s)	August, 2025
Refine Goals, Objectives and Standards	September, 2025
Present Alternatives Analysis*	October, 2025
Eliminate Alternatives/Develop "Preferred Alternative"	October, 2025
Present Draft Recommended Plan	November, 2025
Hold Second Series of Public Informational/Input Meetings	November, 2025
Refine Recommended Plan	December, 2025
Assemble Full Final Draft of TDP	December, 2025
Public Hearing(s) on TDP	January, 2026
Review Committee Approval of TDP	February, 2026
Governing Board Adoption of TDP	March-April 2026
*Alternatives analysis may occur over multiple meetings of the review committee.	

VI. PROJECT COST ESTIMATE

The following cost estimate has been prepared for the various components of the TDP Update. These estimates are based upon the Bay-Lake Regional Planning Commission's previous experience in developing the Maritime Metro and Shoreline Metro (Sheboygan) TDPs. A professional transportation planner, planning assistant, and Geographic Information System (GIS) mapping staff are assumed to work on this project.

Estimated Costs	
2026-2030 Shoreline Metro Transit Development Program (TDP) Update	
Project Component	Estimated Cost
1. Transit System Overview	\$3,468
2. Community Profile	\$4,226
3. Ridership Profile and Opinion	\$1,600
4. Route Ridership Patterns	\$5,556
5. Transit System Performance	\$3,746
6. Goals, Objectives and Standards	\$1,238
7. Alternatives Analysis	\$5,428
8. Recommended Plan	\$5,428
9. Appendix	\$2,430
11. Final Plan	\$3,352
10. Public Participation Activities (Public Informational / Input Meetings, Focus Groups and Public Hearings)	\$7,650
11. Administration	\$3,466
12. Non-Personnel Costs (Printing, Postage, Meeting Travel)	\$1,782
TOTAL	\$49,371

VII. TDP OUTLINE

The following is a detailed outline of the proposed components within the TDP Update. This outline is subject to amendment by Shoreline Metro staff or by members of the TDP review committee at any time during the planning process, or as conditions warrant. The most current data available at the time chapters are developed will be used in completing the TDP Update.

STUDY OUTLINE
TRANSIT DEVELOPMENT PROGRAM (TDP) UPDATE
SHORELINE METRO
2026-2030

I. INTRODUCTION

- A. Study Purpose**
- B. Transit System Overview**
- C. Goals and Objectives**

II. EXISTING CONDITIONS AND NEEDS ASSESSMENT

- A. Existing Service Review**
- B. Transit Needs Assessment**
- C. Peer Performance Analysis**

III. PUBLIC ENGAGEMENT

- A. Public Engagement Overview**
- B. On Board Ridership Survey**
- C. Community Engagement**
- D. Committee meetings**
- E. Survey Results Comparison**

IV. ALTERNATIVES ANALYSIS

- A. Introduction**
- B. Short Term Scenario**
- C. Long Term Scenario**

V. RECOMMENDED PLAN

Recommended Service Changes, Financial Plan, Fare Policy, Capital Improvements, Marketing Recommendations, Other Recommendations, Implementation Strategy



Bay-Lake Regional Planning Commission

Heena Bhatt, Transportation Planner

hbhatt@baylakerpc.org

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**CITY OF SHEBOYGAN
RESOLUTION 150-24-25**

BY ALDERPERSONS MITCHELL AND PERRELLA.

JANUARY 20, 2025.

A RESOLUTION supporting the partial release of judgment liens filed on behalf of the City against property owned by the Estate of Rae R. Pape.

WHEREAS, the Estate of Rae R. Pape owns a property within the City of Sheboygan which has been the subject of various code enforcement actions along with several other properties; and

WHEREAS, \$159,038.00 in judgment liens were filed with the Sheboygan County Clerk of Court for nonpayment of municipal citation forfeitures related to code enforcement activities; and

WHEREAS, as the result of the liens, the City has been able to collect a portion of the amount owed, resulting in a balance of \$124,100.28; and

WHEREAS, the Estate of Rae R. Pape has entered into a purchase and sale agreement with a buyer who wishes to invest in the property at 1425 North 15th Street in Sheboygan, bring it up to code, and make it available as a living space; and

WHEREAS, as part of the sale, the City would be paid all of the proceeds of the sale except \$20,000; such funds will allow the estate to proceed with attempts to rehabilitate the remaining properties it owns in the City; and

WHEREAS, in exchange for such payment to the City and to allow the rehab of the property, the City is being requested to release its liens solely as to the North 15th Street property. All remaining properties shall be subject to the lien; and

WHEREAS, if the Common Council approves this resolution, this matter will proceed to municipal court, which must also agree with the release in judgment.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council declares its support to release its lien solely as to the property at 1425 North 15th Street upon payment of the proceeds of the sale of said property and asks that the City Attorney's Office draft a Motion and Proposed Order for the Sheboygan Area Municipal Court to consider to effectuate this goal.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

**CITY OF SHEBOYGAN
R. C. 203-24-25**

BY FINANCE AND PERSONNEL COMMITTEE.

JANUARY 20, 2025.

Your Committee to whom was referred Direct Referral Res. No. 148-24-25 by Alderpersons Mitchell and Perrella authorizing the appropriate City officials to execute the Amended and Restated Services Agreement between the City of Sheboygan and SolidaritUS Health Inc. regarding provision of an employer health clinic for 2025; recommends adopting the Resolution.

Committee:

_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 148-24-25
DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE**

BY ALDERPERSONS MITCHELL AND PERRELLA.

JANUARY 13, 2025.

A RESOLUTION authorizing the appropriate City officials to execute the Amended and Restated Services Agreement between the City of Sheboygan and SolidaritUS Health Inc. regarding provision of an employer health clinic for 2025.

RESOLVED: That the Director of Human Resources is authorized to execute the Amended and Restated Services Agreement, in form substantially similar to the attached, after review and approval by the City Attorney’s Office and City Administrator.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

AMENDED AND RESTATED SERVICES AGREEMENT

THIS AMENDED AND RESTATED SERVICES AGREEMENT (this “Agreement”) is made as of January 1, 2025 (the “Effective Date”) by and between **SolidaritUS Health Inc.**, a Delaware corporation (“SolidaritUS”), and **City of Sheboygan** a Wisconsin municipal corporation (“Client”). In this Agreement, SolidaritUS and Client each may be referred to as a “Party” or together as the “Parties”.

WHEREAS SolidaritUS manages delivery of broad scope, high-value advanced primary health care, including operation of conveniently accessible advanced primary care health centers, proactive provision and coordination of individualized, high-quality health care by qualified and accountable, personal primary care providers, and provision of exceptional patient access and broad-scope advanced primary care services, which include SolidaritUS provision of certain Services (defined below); and

WHEREAS Client desires to retain SolidaritUS to provide certain Services to Client, upon the terms and conditions hereinafter set forth, and SolidaritUS is willing to perform such Services.

NOW THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained herein, and for other good and valuable consideration, both the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

“Client” shall have the meaning set forth in the first paragraph of this Agreement.

“Confidential Information” shall have the meaning set forth in Section 2.6.

“Facility Expenses” shall mean any expenses or obligations related to the facilities or locations where the Services are performed, which shall include, without limitation, the ongoing expenses, and costs in connection with HVAC maintenance or repair costs, security services, storm and sewer, garbage, housekeeping, data, telecommunications, water, electric, gas or other utilities and any other similar costs or expenses. Facility Expenses also includes any initial, one-time costs or expenses in connection with the Services, which shall include, without limitation, installation of signage, installation of cabling, wiring or other telecommunications infrastructure, or any other fixtures or similar expenses.

“Lease Expenses” shall mean any expenses or obligations related to the facilities or locations where the Services are performed, which shall include, without limitation, the ongoing expenses and costs in connection with base rent, property taxes, common area maintenance.

“SolidaritUS –Health Care Services” shall mean advanced primary care services provided by SolidaritUS employees.

“SolidaritUS Health Staff” shall include SolidaritUS’ provided staff located within the care center facility such as medical doctors, nurse practitioners, physician assistants, chiropractors, physical therapists, health coaches, medical assistants, patient care coordinators/receptionists, etc.

“SolidaritUS Advanced Primary Care Services” shall include condition-specific Disease Management programming led by the SolidaritUS Health staff.

“Consulting” shall mean program design, recruiting, account management, custom reporting, etc. by SolidaritUS.

“Clinic Reporting” shall mean program reporting provided by SolidaritUS.

“Intellectual Property” shall mean all patents, patent applications, Trademarks, commercial names, copyrighted materials, and such other patentable or registrable intellectual property incorporated into or relating to the services, products, or business of a Party.

“Member” shall mean a person who is eligible to receive clinical services at the health center facility or from a SolidaritUS advanced primary care provider by virtue of being an employee or covered dependent enrolled in the Client’s medical plan.

“Operational Costs” shall include, but not be limited to, expenses such as electronic medical records and associated patient portals, data analytics, worker’s compensation and professional liability insurance, equipment and supplies necessary for daily operation of the Care Center, etc. as set forth in Exhibit A.

“Patient” shall mean any Member receiving or registered to receive clinical services at the care center facility or from a SolidaritUS advanced primary care provider. The base number of Patients as of January 1, 2023 shall be equal to the total number of unique Patients during the preceding 12 months of calendar year 2022. After January 1, 2023, the total number of Patients shall equal the base number of Patients as of January 1, 2023 plus the number of additional unique patients receiving or registering to receive clinical services at the care center facility or from a SolidaritUS advanced primary care provider during the course of the 2023 calendar year.

“Project Plan” shall mean the plan designed by SolidaritUS and Client, which details the project, timeline, and respective responsibilities of the Parties. The Project Plan is a working document, and the Parties acknowledge that it typically is not complete as of the Effective Date. Changes to the Project Plan after the Effective Date are only valid and binding upon the Parties when approved in writing by both Parties.

“Services” shall mean those certain services provided by SolidaritUS in the care service facility under this Agreement, as set forth on Exhibit A attached hereto.

“Service Start Date” shall mean the date on which the Services are to be in operation, as set forth on Exhibit A.

“Trade Secrets” shall have the meaning set forth in Section 2.2.

“Trademarks” shall mean those registered and unregistered trademarks, trade names, service marks, icons, and logos, all worldwide registrations and applications, commercial names, distinctive label designs electronic and printed promotional and advertising materials, and all other communications in whatever form owned, licensed to, or used by SolidaritUS in connection with the production, marketing, sale and distribution of Services, the goodwill associated therewith, all rights of enforcement thereof, and all rights to sue or recover for their infringement or misappropriation.

2. General Terms.

Section 2.1 Appointment.

During the term of this Agreement, Client appoints SolidaritUS as Client’s exclusive provider of the Services. During the term of this Agreement, Client shall not purchase, or receive any services from any third-party that are the same, similar, or competitive to the Services provided or offered by SolidaritUS, as set forth in Exhibit A, except that this section shall not apply to services provided through or in connection with the Sheboygan County Public Health Department. Nothing in this Agreement shall prohibit SolidaritUS from entering into agreements with others to provide any services.

Section 2.2 Trade Secrets.

The Parties recognize and acknowledge that, in performing Services under this Agreement, SolidaritUS will necessarily use and apply information that constitutes trade secrets under applicable law (“Trade Secrets”), and it may be necessary for Client to be exposed to such Trade Secrets to allow the Services to be performed. Client agrees not to use or disclose any SolidaritUS’ Trade Secrets or permit any person to examine and/or make copies of any documents that contain or are derived from SolidaritUS’ Trade Secrets, unless such information ceases to be deemed a Trade Secret, and to protect SolidaritUS’ Trade Secrets as if they were Client’s Trade Secrets. In so doing, Client shall comply with any reasonable request from SolidaritUS for the protection of Trade Secrets. Likewise, any Trade Secret revealed by Client to SolidaritUS shall not be disclosed in any way by SolidaritUS.

Section 2.3 No Rights to Intellectual Property.

(a) Nothing in this Agreement shall be construed (i) to give either Party any right, title, or interest in or to any of the other Party’s Intellectual Property, Confidential Information, or other property, or (ii) to provide that a Party is selling, transferring, conveying, or otherwise giving away any of its Intellectual Property to the other Party.

(b) Client acknowledges and agrees that it has no right, title, or interest in or to any system or other applications designed for and used in connection with the SolidaritUS program or the Services. SolidaritUS acknowledges and agrees that it has no right, title, or interest in or to any system or other applications owned by Client.

(c) With the exception of documents considered to be part of a patient’s medical record, and documents subject to public records laws (but only to the extent provided under such laws), all electronic and other documents including reports, and

spreadsheets prepared or furnished by SolidaritUS pursuant to this Agreement will be the property of SolidaritUS. All medical records created pursuant to this Agreement shall, between SolidaritUS, on the one hand, and the Client, on the other hand, be the property of Client. Client may be provided copies of SolidaritUS' documents for its use, information, and reference in connection with the Services; however, such documents are not intended for reuse in any manner by Client, except as Client may be required to do so by law. To the extent permitted by law; any SolidaritUS' documents will be regarded as Intellectual Property of SolidaritUS.

(d) Without SolidaritUS' prior written consent, Client shall not use, directly or indirectly, any property of SolidaritUS for any purpose, except as may be required by law. Except as set forth herein, without Client's prior written consent, SolidaritUS shall not use, directly or indirectly, any property of Client for any purpose, except as may be required by law.

(e) Neither Client nor SolidaritUS shall permit any lien to be placed against the other Party's property.

Section 2.4 Relationship of Parties.

The Parties expressly understand and agree that SolidaritUS is an independent contractor in the performance of each and every part of this Agreement and is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith and for any and all claims, liabilities or damages or debts of any type whatsoever that may arise on account of SolidaritUS' activities, or those of its employees or agents, in the performance of this Agreement. Except as expressly provided herein, neither Client nor SolidaritUS shall have any authority, right or ability to bind or commit the other in any way and will not attempt to do so or imply that it may do so, except as expressly provided herein. Except as expressly provided herein, neither of the Parties shall have the right to exercise any control whatsoever over the activities or operations of the other Party. Except as expressly provided herein, each Party is independent of the other and shall not hold itself out to be the agent, employer, or partner of the other. The only relationship is between the Parties by virtue of this Agreement, and no fiduciary relationship is created hereunder.

Section 2.5 No Representations or Warranties on Behalf of SolidaritUS.

Client shall not make any representations or warranties on behalf of SolidaritUS, the health and wellness program, employer clinic, or the Services, including to third parties or to Client employees, without the express advance written consent of SolidaritUS.

2.6 General Confidentiality.

(a) In addition to any obligations under any Business Associate Agreement between the Parties, which shall remain outstanding, the Parties shall ensure that any non-public information or knowledge acquired or received by a Party (the "Receiving Party") under this Agreement, or learned in the course of providing or receiving Services hereunder and any information disclosed by a Party (the "Disclosing Party") in the course of providing or receiving the Services hereunder, whether disclosed orally or in writing,

whether marked as “Confidential” or “Proprietary” or not, including any information or materials with the name, sign, trade name or trademark of the Disclosing Party and any information where the nature of the information or data disclosed makes itself obvious to a reasonable person familiar with the industry and purpose of disclosure that it is confidential (“Confidential Information”) shall be treated as confidential by the Receiving Party and its employees and shall not, unless required by law or otherwise permitted by the Disclosing Party, be disclosed or used during or after termination of this Agreement without the Disclosing Party’s prior written consent. Confidential Information shall include, without limitation, Trade Secrets, technology, and information relating to the other Party’s operations and strategies. The obligations of this Section shall apply during the term of this Agreement and shall continue for a period of three (3) years thereafter.

(b) The provisions of this Section shall not apply to any information which: (i) becomes generally available to the public other than as a result of a disclosure by the Receiving Party; (ii) was rightfully available to the Receiving Party on a non-confidential basis prior to the disclosure thereof by the Disclosing Party; (iii) becomes rightfully available to the Receiving Party from a source other than the Disclosing Party; (iv) is required to be disclosed by court order or other legal process, including but not limited to a valid public records request; provided that, to the extent allowed by law, the Receiving Party shall immediately notify the Disclosing Party in writing of such legal requirement, whereupon the Disclosing Party at its expense, shall have the right to commence proceedings to enjoin or limit the disclosure of such information and the Receiving Party shall reasonably cooperate therewith, and under all such circumstances the Receiving Party shall only disclose that portion of the Confidential Information which its counsel opines is required to satisfy such court order or the legal process.

3. Services and Fees

Section 3.1 General Duties and Fees.

In consideration for SolidaritUS’ performance of the Services and the rights granted to Client under this Agreement, Client shall pay to SolidaritUS the fees and amounts set forth on Exhibit A. Client acknowledges and agrees that SolidaritUS may employ the services of non-employee contractors, partners and agents, including, but not limited to, physicians who are not SolidaritUS’ employees, in the course of providing Services under this Agreement.

Section 3.2 Billing.

SolidaritUS shall issue invoices to Client for any Services and Client shall pay all invoiced amounts due to SolidaritUS within 30 days of Client’s receipt of such invoice. Client acknowledges and agrees that invoices shall reflect pricing based on terms specified in Exhibit A. If Client pays SolidaritUS late, SolidaritUS will be entitled to impose an additional charge of 1.5% per month on the full amount of the invoice. The PMPM fees are invoiced Monthly and will be issued no later than the 15th of the month the services are rendered. For example, an invoice will be sent to the Client by April 15th for all PMPM fees for services rendered in April and the Client shall pay such invoice by May 15. Any additional fees incurred, as provided in Exhibit A, shall be submitted by SolidaritUS with the Monthly invoices.

Section 3.3 Taxes.

Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, if any, duties and charges of any kind, if any, imposed by any federal, state, or local government entity on any amounts payable by Client hereunder, provided that, in no event shall Client be responsible for any taxes imposed on, or with respect to, SolidaritUS' income, revenue and gross receipts, personnel or real or personal property or other assets.

Section 3.4 Service Start Date.

Services will be made available by the Service Start Date(s) set forth on Exhibit A assuming this Agreement has been signed by both Parties. After the Effective Date, SolidaritUS will provide design and setup services prior to Service Start Date, subject to Client's payment of any required Implementation Fee and any other fees required for such services. SolidaritUS will not conduct Health Screens prior to this Agreement being signed by both Parties.

4. Responsibilities of Client.

Section 4.1 General Duties.

Client shall be responsible for providing in accordance with the terms and conditions of this Agreement and reasonable business practices, the following during the term of this Agreement:

- (a) Provide SolidaritUS with all required and requested data to properly populate patient database on a monthly basis.
 - (i) Eligibility File
 - (ii) Termination File
- (b) Client shall secure transmission of client's eligible medical plan participants' medical claims and prescription drug claims data files to the SolidaritUS-designated data analytics platform in a useable format and in accordance with the data fields requested by SolidaritUS.
- (c) Active employer clinic programming support and promotion including correspondence with SolidaritUS about matters that might directly or indirectly affect the success of the employer clinic programming.
- (d) Client and SolidaritUS shall work together to create programs and incentives to maximize steerage and increase utilization of Care Center.
- (e) Sufficient private onsite space at Client and support for SolidaritUS' personnel, patients and participants when conducting necessary employer clinic programming and/or wellness programming services.
- (f) Site internet access (if applicable).

(g) Any other reasonable access to Client's information, property, records, or documents reasonably necessary to allow SolidaritUS' performance of the Services under this Agreement.

Section 4.2 Office Lease Reimbursement; Clinic Facility Expenses.

(a) If, after the Effective Date, Client and SolidaritUS agree that SolidaritUS shall provide office space for the provision of any Services hereunder, then the provision of such office space and the expenses incurred in connection therewith shall be subject to, and governed by, the terms and conditions of Exhibit A to Services Agreement.

(b) Notwithstanding any provision of this Agreement to the contrary, SolidaritUS shall not be responsible for the payment of any Lease Expense or Facility Expense as both described in Section 1 in connection with this Agreement and all such Lease and Facility Expenses shall be the responsibility of Client.

Section 4.3 Member Education and Promotion of Engagement in Care

(a) Health and wellness education, dissemination of information to Members, and promotion of Member engagement in care will be conducted as described in Exhibit A, Section II.2(b) entitled "Communications Plan". In connection therewith, Client shall provide SolidaritUS reasonable access to employee communication channels so that SolidaritUS can fulfill such obligations.

(b) The "InHealth Clinic" and all signage shall be co-branded with "SolidaritUS Health Center".

Section 4.4 Report of Problems.

Client shall provide prompt notification to SolidaritUS of any problems encountered by Client, Client's participants, or other patrons of the Services, upon such problems becoming known to Client.

Section 4.5 Legal Compliance.

Client shall be responsible for identifying and satisfying any legal obligations arising as a result of any health and wellness program(s) (such as the clinic program described herein), including but not limited to obligations arising directly or indirectly as a result of such health and wellness program's design.

Section 4.6 Pediatrics.

Pediatric services for patients from birth through twenty-four months will be referred to local pediatric providers.

Section 4.7 Quarterly Meetings.

The Parties will meet quarterly to discuss progress of SolidaritUS care for Client's participating members, including but not limited to, expected standards, center metrics, reporting and goals.

5. Representations and Warranties.

Each Party hereby warrants and represents to the other Party that (a) it has all requisite power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby, and (b) its execution, delivery or performance of this Agreement will not (i) conflict with or violate any provisions of such Party's organization documents or (ii) violate any statute, injunction or decree of any court or of any public governmental or regulatory body, agency or authority applicable to such Party.

6. Insurance and Liability.

Section 6.1 Insurance.

SolidaritUS agrees to maintain, during the term of this Agreement, at its sole cost and expense, comprehensive general liability insurance in the amount of \$3,000,000 per occurrence for bodily injury and for property damage. If requested by Client, SolidaritUS hereby agrees to provide Client with a Certificate of Insurance evidencing the minimum levels of insurance set forth above. SolidaritUS agrees that it will maintain workers' compensation insurance for SolidaritUS' employees in an amount not less than the statutory requirements. SolidaritUS agrees to maintain, during the term of this Agreement, at its sole cost and expense, comprehensive professional liability (malpractice) insurance.

Section 6.2 Limited Liability.

(a) The Parties agree that SolidaritUS shall not be responsible or liable for any claim, loss, liability, obligations, error, act or omission of any kind or nature of Healics, its managers, employees, or their operations, whether accrued, contingent, absolute, determined, determinable or otherwise, which are known or unknown or which may have accrued prior to the date of the assignment of the 2022 Agreement, whether related to the 2022 calendar year or earlier periods during which Healics provided Services to Client.

(b) In the event of any discontinuation of the Services provided hereunder, neither Party nor its officers, directors, employees, providers, subcontractors, and agents shall be liable to the other Party for any indirect, special, incidental, consequential, punitive or any other damages, including but not limited to any lost revenue, profits, data or commissions of any kind, whether or not foreseeable, which are claimed to have arisen therefrom (whether or not the Party was advised of the possibility of such loss or damage), under any theory of contract, negligence, strict liability or other legal or equitable theory.

7. Indemnification.

Section 7.1 SolidaritUS Indemnification.

SolidaritUS, on behalf of itself, its contractors and agents (“SolidaritUS’ Parties”) agrees to defend, indemnify and hold harmless Client, its directors, officers, employees, agents, subsidiaries, and affiliates, from and against claims, arising out of or with respect to (i) negligence/malpractice by any SolidaritUS’ Parties; (ii) any willful misconduct or bad faith on behalf of any SolidaritUS’ employee; (iii) SolidaritUS’ negligence or willful misconduct in the management of site safety; and (iv) SolidaritUS’ regulatory compliance as described in Section 9.3.

Section 7.2 Client Indemnification.

Client, on behalf of itself, its contractors, and agents (“Client Parties”) agrees to defend, indemnify, and hold harmless SolidaritUS, its directors, officers, employees, agents, subsidiaries, and affiliates, from and against claims, arising out of or with respect to (i) negligence/malpractice by any Client Parties; (ii) any willful misconduct or bad faith on behalf of any Client Parties; and (iii) Client Parties’ regulatory compliance. All obligations of Client under this Agreement remain subject to the governmental immunities, defenses, and other statutory limitations contained within Wisconsin law, including those set forth in Secs. 893.80, 895.52 and 345.05, Wis. Stats., which shall be applied to both contractual and tort liability of Client with respect to this Agreement. Nothing herein constitutes a waiver or estoppel by Client or its insurer of any governmental immunities, defenses, or other limitations within Wisconsin or other law despite any provision herein to the contrary.

Section 7.3 Indemnification Procedure.

The Party seeking indemnification hereunder shall promptly notify the indemnifying Party in writing of any claim giving rise to an indemnification claim and cooperate with the indemnifying Party at the indemnifying Party’s sole cost and expense. The indemnifying Party may, in its discretion, take control of the defense and investigation of such claim and shall employ counsel of its choice to handle and defend the same, at the indemnifying Party’s sole cost and expense. The indemnified Party may participate in and observe the proceedings at its own cost and expense.

Section 7.4 Survival of Indemnification.

The provisions of this Section 7 shall survive termination or expiration of this Agreement.

8. Term.

Section 8.1 Term.

(a) Unless terminated earlier as provided in this Section 8, this Agreement shall be effective as of the Effective Date and shall have a term of 12 months following the Service Start Date and shall expire on December 31, 2025. .

(b) The Parties will commence discussion by no later than June 1, 2025 for the purpose of reaching agreement by no later than July 1, 2025 on a successor 3-year agreement which shall commence on January 1, 2026. Among issues addressed shall be: 1) redesign and upgrade of the Sheboygan InHealth Clinic by Solidaritus site, and 2) addition of healthy lifestyle education and training programs.

Section 8.2 Termination for Cause.

This Agreement may be terminated by either Party in the event of (a) any material default in, or material breach of, any of the terms and conditions of this Agreement by the other Party, which default continues in effect after the defaulting Party has been provided with written notice of default and thirty (30) days to cure such default; (b) the commencement of a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to either Party of its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect, that authorizes the reorganization or liquidation of such Party or its debt or the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property; (c) either Party's consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it; or (d) either Party's making a general assignment for the benefit of creditors; or either Party's becoming insolvent; or either party taking any corporate action to authorize any of the foregoing.

Section 8.3 Effect of Termination.

If this Agreement is terminated by either Party under Section 8.2, while SolidaritUS is performing any Services for Client hereunder, Client shall immediately pay SolidaritUS the total fees due and payable under this Agreement prorated in the final month through the date of termination for cause.

Section 8.4 Survival.

All obligations of the Parties which expressly or by their nature survive the expiration or termination of this Agreement, including the Parties' confidentiality and indemnity obligations if any, shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature expire.

9. Miscellaneous.

Section 9.1 Notices.

Any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given upon personal delivery to the Party to be notified or upon deposit in the mail of the jurisdiction where the Party is located, by registered or certified mail or express mail with delivery signature required, postage prepaid and addressed to the Party to be notified at the address indicated for such Party on the last page of this Agreement, or at such other address as the Party may designate by ten (10) days' advance written notice to the other Party.

Section 9.2 Consents, Approvals, and Exercise of Discretion.

Whenever this Agreement requires that any consent or approval be given by either Party, unless expressly provided otherwise, such consent or approval shall not be unreasonably withheld, delayed, or conditioned.

Section 9.3 Regulatory Compliance.

SolidaritUS accepts all responsibility for compliance with regulations and laws governing its operation of healthcare services generally, and SolidaritUS' services in particular. Notwithstanding any provision of this Agreement to the contrary, SolidaritUS shall not be responsible for nor have any liability with respect to (a) the Client's obligations or its health and wellness program's legal compliance with the Employee Retirement Income Security Act, the Internal Revenue Code, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act or any other federal, state or local law, or (b) any determination of whether or not the Services provided herein shall constitute a "high deductible health plan" for the purposes of Internal Revenue Code Section 223 and, as such, may affect the ability of a health and wellness program participant (including any participant in the clinic program described herein) to contribute to a health savings account.

Section 9.4 Non-Waiver.

The failure of either Party at any time to require performance or observance by any Party of any term or condition of this Agreement or the waiver of any succeeding breach of a term or condition, or waiver of the term or condition itself shall not affect the full right to require such performance or observance at any subsequent time.

Section 9.5 Press Releases.

If Client or SolidaritUS issues a press release announcing this Agreement, each Party has the right to review and approve said press release. The Parties further agree to participate in future releases as warranted by advances, changes, upgrades, and other newsworthy events as they occur.

Section 9.6 Assignment.

The Parties may not assign any of their rights, obligation, or performance of Services hereunder to any other person or entity without the prior written consent of the other Party, consent of which shall not be unreasonably withheld, conditioned or delayed, provided however, that either Party may transfer or assign this Agreement for the purpose of a restructuring of its operations or in the event of a change of control or the sale of all or substantially all of its assets to which this Agreement relates.

Section 9.7 Governing Law and Dispute Resolution.

This Agreement shall be construed and interpreted in accordance with the substantive laws of the State of Wisconsin without regard to principles of conflicts of laws. The parties

shall attempt to resolve any dispute via good faith negotiation. Should that fail to adequately resolve the dispute, jurisdiction for resolution shall be Sheboygan County, Wisconsin.

Section 9.8 Cumulative Rights.

The rights and remedies provided in this Agreement are cumulative and the use of any right or remedy does not limit a Party's right to use any or all other remedies. All rights and remedies in this Agreement are in addition to any other legal rights that SolidaritUS and Client may have.

Section 9.9 Additional Assurances.

Except as may specifically be provided to the contrary, the provisions of this Agreement shall be self-operative and shall not require further agreement by the Parties; provided, however, that upon the reasonable request of either Party, the other Party shall execute such additional certificates, confirmations, and instruments and take such additional acts as are reasonable and as the requesting Party may deem necessary to effectuate this Agreement.

Section 9.10 Force Majeure.

Neither Party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service deemed to result directly or indirectly from acts of God, civil or military authority, acts of a public enemy, war, terrorism, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by either Party's employees, changes in law, regulation or government policy, or any other similar cause beyond the reasonable control of either Party, unless such delay or failure in performance is expressly addressed elsewhere in this Agreement. Any delay resulting therefrom will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable.

Section 9.11 Severability.

If any covenant or other provision of this Agreement is deemed to be invalid, illegal, or incapable of being enforced, by reason of any rule, law or public policy, all other covenants and provisions of the Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent on any other covenant or provision unless so expressed herein. To the extent this Agreement is in violation of applicable law, then the Parties consent and agree to negotiate in good faith to amend the Agreement, to the extent possible consistent with its purposes, to conform to law.

Section 9.12 Divisions and Headings.

The divisions of this Agreement into articles, sections, and subsections and the use of captions and headings in connection therewith is solely for convenience and shall not affect in any way the meaning or interpretation of this Agreement.

Section 9.13 Entire Agreement.

With respect to the subject matter of this Agreement, this Agreement and any attached Exhibits and Schedules supersede all previous contracts, agreements and understandings and constitute the entire agreement between the Parties. Neither Party shall be entitled to benefits other than those expressly specified in this Agreement. No prior oral statements or contemporaneous negotiations or understandings or prior written material not specifically incorporated herein shall be of any force and effect, and no changes in or additions to this Agreement shall be recognized unless incorporated in this Agreement by written amendment signed by both Parties, such amendment(s) to become effective on the date stipulated in such amendment(s). The Parties specifically acknowledge that, in entering into and executing this Agreement, the Parties rely solely upon the representations and agreements contained in this Agreement and no others.

Section 9.14 Basis of Bargain.

Each Party recognizes and agrees that the warranty disclaimer and remedy limitations in this Agreement are material, bargained for basis of this Agreement and that they have been considered and reflected in determining the consideration to be given by each Party under this Agreement and in the decision by each Party to enter into this Agreement.

Section 9.15 Remedies.

Termination of this Agreement and/or suspension of Services shall not be an exclusive remedy for breach of this Agreement and, whether or not termination is affected; all other remedies provided herein will remain available.

Section 9.16 Business Practices.

Each Party covenants that it shall use and employ sound, reasonable business practices and exercise reasonably prudent business judgment in the conduct of its business activities under this Agreement.

Section 9.17 Expenses

Except as otherwise specifically provided in this Agreement, each Party shall bear its own expenses in connection with this Agreement and in connection with all obligations required to be performed by each of them hereunder.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement effective as of the Effective Date:

CLIENT:

By: _____
(Print Name)

(Title)

(Signature)

(Date Signed)

Address for Giving Notices:

City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081
Attn: H R Department

SOLIDARITUS HEALTH, INC.:

By: _____
(Print Name)

(Title)

(Signature)

(Date Signed)

Address for Giving Notices:

SolidaritUS Health Inc.
Suite 907
1025 Connecticut Avenue NW
Washington, DC 20036
Attn: Dr. Michael Kapsa

EXHIBIT A**DESCRIPTION OF FEES AND SERVICES**

I. SERVICE START DATE: January 1, 2025

II. FEES & BILLING:

1. Client shall compensate SolidaritUS for provision of the services described in Section III of this Exhibit A in accordance with the provisions in this Section II.

(a) The Base PMPM fee and minimum number of eligible Members - Client shall compensate SolidaritUS Health a base Per Member Per Month (PMPM) fee of in \$16.11 assessed each month of calendar year 2024 on a minimum number of 780 eligible Members, except as provided in subsection (b), below.

(b) Increase to 2,112 unique Patients (500 greater than in 2022) or more

i. If during the course of this agreement, the overall number of unique Patients receiving or registering for care at the health facility increases to a threshold of 2,112 or more, overall, (including employees and covered dependents of Sheboygan County, the Sheboygan Area School District, and the City of Sheboygan medical plans) over any 12-month period, then SolidaritUS shall add an additional .50 FTE advanced provider. If during the course of this Agreement, the overall number of unique Patients receiving or registering for care at the facility should increase yet 400 further to 2,512 or more, overall, over any 12-month period, then SolidaritUS shall add yet another .50 FTE advanced provider.

ii. Beginning the month a threshold is reached, respectively of 2,112 or 2,512 unique Patients receiving or registering for care, overall, over any 12-month period, Sheboygan County, the Sheboygan Area School District, and the City of Sheboygan shall collectively pay SolidaritUS PMPM fees assessed on a new minimum number of either 2,112 or 2, 512 unique patients in accordance with the unique Patient threshold

reached. In the event either unique Patient threshold number is reached, Client's share of the additional PMPM fees paid to SolidaritUS shall equal the number of additional unique Patients who are eligible employees or covered dependents of Client's medical plan.

- iii. If the additional .50 FTE advanced provider is a Nurse Practitioner (NP) or a Physicians' Assistant (PA), the PMPM fee shall remain at \$16.11 during calendar year 2025.
- iv. If the additional .50 FTE advanced provider is a physician, (that is, an MD or DO), which shall require the unanimous approval of Sheboygan County, the Sheboygan Area School District, and the City of Sheboygan, the then-current PMPM for each entity shall increase by an average of \$2.76 during calendar year 2025.

2. ADDITIONAL FEES:

- (a) Medical/Pharmacy Data Transmission – Client shall pay assessed costs, if any, for transmission of Client's eligible medical plan participants' medical claims and prescription drug claims data to SolidaritUS' analytics platform, and any cost for translation of such data to a useable format, if necessary.
- (b) Communications Plan – SolidaritUS and client shall agree on a Health Care Communications Plan for the purpose of health and wellness education, dissemination of information to Members, and promotion of Member engagement in care. SolidaritUS shall design such materials for the Health Care Communications plan at no cost to the client. Client shall pay the cost, without markup, for printing and any postage charges for mailing such materials to Client or Members' homes.
- (c) Client shall pay all facilities expenses and service fees consistent with past practice.

III. SERVICES: SolidaritUS shall be responsible for providing, in accordance with the terms and conditions of this Agreement, the marked (☒) services for the associated fee during the term of this Agreement.

1. SolidaritUS Health Programming:

- (a) SolidaritUS Health Staffing shall include the following:
- Medical Doctor(s)
 - Nurse Practitioner(s) – starting 2.5 FTE equivalent
 - Chiropractor(s) – 1
 - Medical Assistant(s) – 2
 - Patient Care Coordinator(s) – 1
 - Collaborating Physician

- i. SolidaritUS may work with the Client to staff the clinic with another comparable provider and/or staff member during scheduled absences such as vacation, continuing education, and sick days.
- ii. Staffing of the clinic may be adjusted to fit the needs of Client’s population; the actual days and times may vary to meet this requirement.
- iii. Advanced health care services provided by the SolidaritUS Health advanced primary care providers shall include:
 - Preventive Care
 - Urgent Care
 - Episodic Sick Care
 - Chronic Disease Prevention and Management
 - Medication Management
 - Maintenance of Wellness
 - Range of Treatments and Procedures
 - Healthy Lifestyle & Risk Reduction Coaching
 - Coordination of Appropriate Hospital and Specialist Care
 - Immunizations
 - Lab Tests

Note: Members may access appropriate lab tests from the extensive SolidaritUS panel when they have completed an establishing appointment with a selected SolidaritUS personal, advanced primary care provider, and said advanced primary care provider orders the lab test.

- (b) Operational Costs that shall be borne by SolidaritUS:

- Laboratory services
- Onsite dispensed medications
- Medical and administrative supplies
- Healthcare analytics services
- Vaccinations listed below:
 - DtaP
 - Flu
 - Hepatitis A (2 shot series)
 - Hepatitis B (3 shot series)
 - HPV (human papilloma virus)
 - HIB
 - Meningococcal
 - MMR (measles, mumps, rubella)
 - Pneumovax (Pevnar)
 - Polio
 - RV
 - TD (tetanus, diphtheria, booster)
 - Tdap (tetanus, diphtheria, pertussis)
 - Varicella (chicken pox)
 - Shingrex (shingles)

Exception to SolidaritUS responsibility for all vaccine expenses: In the future, should a price be required for purchase of COVID vaccines, SolidaritUS staff will administer the COVID vaccines, provided the Client agrees to reimburse SolidaritUS for acquisition cost, without markup, for such COVID vaccines.

- eClinicalWorks or comparable electronic medical records services
- Telehealth

(c) Consulting shall include the following at no additional cost to Client:

- Recruitment of SolidaritUS Health staff (see Section III, 1a)
- Ongoing management of SolidaritUS Health program and staff will include:
 - Coaching of nurse practitioners and support teams by the SolidaritUS Chief Medical Officer
 - Specialist eConsultation for advanced providers
 - Administrative support from Regional Manager of SolidaritUS Health Centers

- Virtual meetings via phone or webinar may take place monthly, or as needed

(d) Clinic Reporting shall include the following standard reports:

- Quarterly Clinic Performance Report
- Annual Financial Impact Report
- Annual SolidaritUS Health Disease Management Performance Report

Sheboygan InHealth Clinic

Advanced Primary Care Services Agreement

Solidaritus Renewal Proposal: May 28/Nov 13, 2024 (revised)

PROPOSED: The terms of the current Agreement commencing January 1, 2025 shall remain “as is” for either a 1-year or a 3-5 year renewal Agreement, with the exception of the following provisions:

Revised/New Provisions	1-year duration	3 - 5 year duration
Exhibit A, Section I: “Service Start Date” ; Section 8.1: “Term”	Commences January 1, 2025 Expires December 31, 2025	Commences January 1, 2025 Expires December 31, 2027 - 2029
Exhibit A, Section II.1(a): “Fees & Billing”	Base PMPM adjustment (equals current CPI-U): 3.4 2.6% + <u>Collaborating Physician Comp</u> : <u>2.7%</u> TOTAL BASE PMPM INCREASE: 6.15.3%	For 2025, TOTAL BASE PMPM INCREASE: 6.1% ; In each subsequent year of Agreement , max base PMPM increase shall be limited to CPI-U
<i>New Provision:</i> Healthy Lifestyle Classes i.e. healthy shopping on a budget, nutritious cooking (quick & delicious), sleep hygiene, stretching & flexibility, mindfulness and stress management (at clients’ discretion)	Solidaritus passes instructors and materials costs through to employers w/ no markup (if desired by clients) Employers underwrite Solidaritus (shared) access to demonstration kitchen and stretching/yoga studio spaces in Prairie States bulding.	Solidaritus pays the instructors and materials costs Employers underwrite Solidaritus (shared) access to demonstration kitchen and stretching/yoga studio spaces in Prairie States building.
<i>New Provision:</i> InHealth Clinic Interior Upgrade (at clients’ discretion)	To Solidaritus specifications; Employer paid (if desired by clients)	To Solidaritus specifications; Solidaritus finances the upgrade with employer repayment amortized over period of 3- 5 year contract duration

**CITY OF SHEBOYGAN
GENERAL ORDINANCE 31-24-25**

BY ALDERPERSON BELANGER.

JANUARY 20, 2025.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at N. Commerce Street – Parcel No. 59281501600 from Class Urban Commercial to Class Urban Industrial Classification.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

SECTION 1: AMENDMENT Chapter 105 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby *amended* as follows:

The Official Zoning Map of the City of Sheboygan is hereby amended with regard to the following described lands and the Use District Classification for those same lands is hereby amended from Class Urban Commercial to Class Urban Industrial Classification:

Property located at N. Commerce Street – Parcel No. 59281501600:

SECTION 10, TOWNSHIP 14 NORTH, RANGE 23 EAST

ORIGINAL PLAT ALL OF LOTS 3 & 4 & PRT OF LOTS 5,6 & 7 DESC AS COM 22.2' SELY OF NWLY COR OF LOT 5, WHICH IS PNT OF BEG TH SELY 17.8' TO SWLY COR LOT 5, TH ELY ALNG SLY LINE LOT 5 TO W DOCK OF SHEB RIVER, TH NLY ALNG SD DOCK 87' M/L, TH WLY 214.8' TO BEG BLK 157

SECTION 2: REPEALER CLAUSE All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3: EFFECTIVE DATE This Ordinance shall be in effect from and after its passage and publication according to law.

ASSESSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

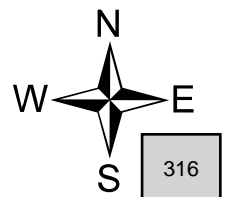
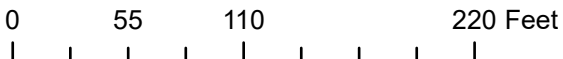
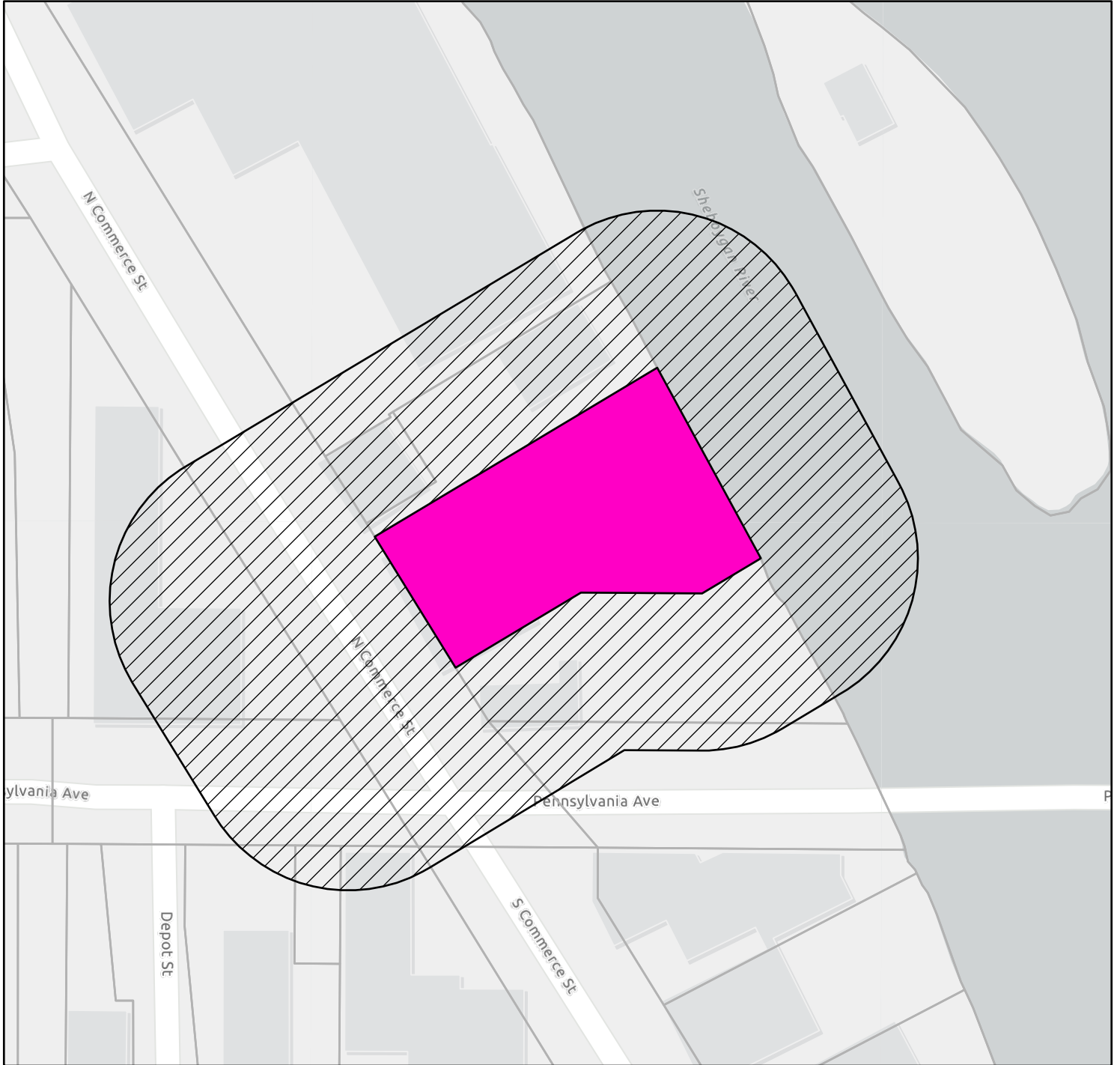
Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

PROPOSED REZONE FROM URBAN COMMERCIAL TO URBAN INDUSTRIAL

SECTION 10, TOWNSHIP 14 NORTH, RANGE 23 EAST

ORIGINAL PLAT ALL OF LOTS 3 & 4 & PRT OF LOTS 5,6 & 7 DESC AS COM 22.2' SELY OF NWLY COR OF LOT 5, WHICH IS PNT OF BEG TH SELY 17.8' TO SWLY COR LOT 5, TH ELY ALNG SLY LINE LOT 5 TO W DOCK OF SHEB RIVER, TH NLY ALNG SD DOCK 87' M/L, TH WLY 214.8' TO BEG BLK 157



**CITY OF SHEBOYGAN
GENERAL ORDINANCE 32-24-25**

BY ALDERPERSON BELANGER.

JANUARY 20, 2025.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at N. Commerce Street – Parcel No. 59281501550 from Class Urban Commercial to Class Urban Industrial Classification.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

SECTION 1: AMENDMENT Chapter 105 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby *amended* as follows:

The Official Zoning Map of the City of Sheboygan is hereby amended with regard to the following described lands and the Use District Classification for those same lands is hereby amended from Class Urban Commercial to Class Urban Industrial Classification:

Property located at N. Commerce Street – Parcel No. 59281501550:

SECTION 10, TOWNSHIP 14 NORTH, RANGE 23 EAST

ORIGINAL PLAT COM 20' NWLY OF SWLY COR LOT 8, TH NELY PARA WITH SELY LINE LOT 8, 121', NWLY 130' TO NWLY LINE LOT 10, SWLY 121' TO COMMERCE ST, TH SELY ALONG SD STREET 130' TO BEG, BEING PRT OF LOTS 8-9 & 10 BLK 148 SHEB RIVER, TH NLY ALNG SD DOCK 87' M/L, TH WLY 214.8' TO BEG BLK 157

SECTION 2: REPEALER CLAUSE All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3: EFFECTIVE DATE This Ordinance shall be in effect from and after its passage and publication according to law.

ASSESSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

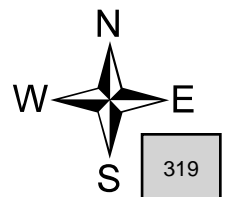
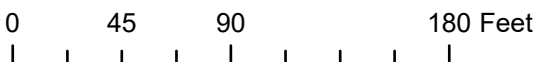
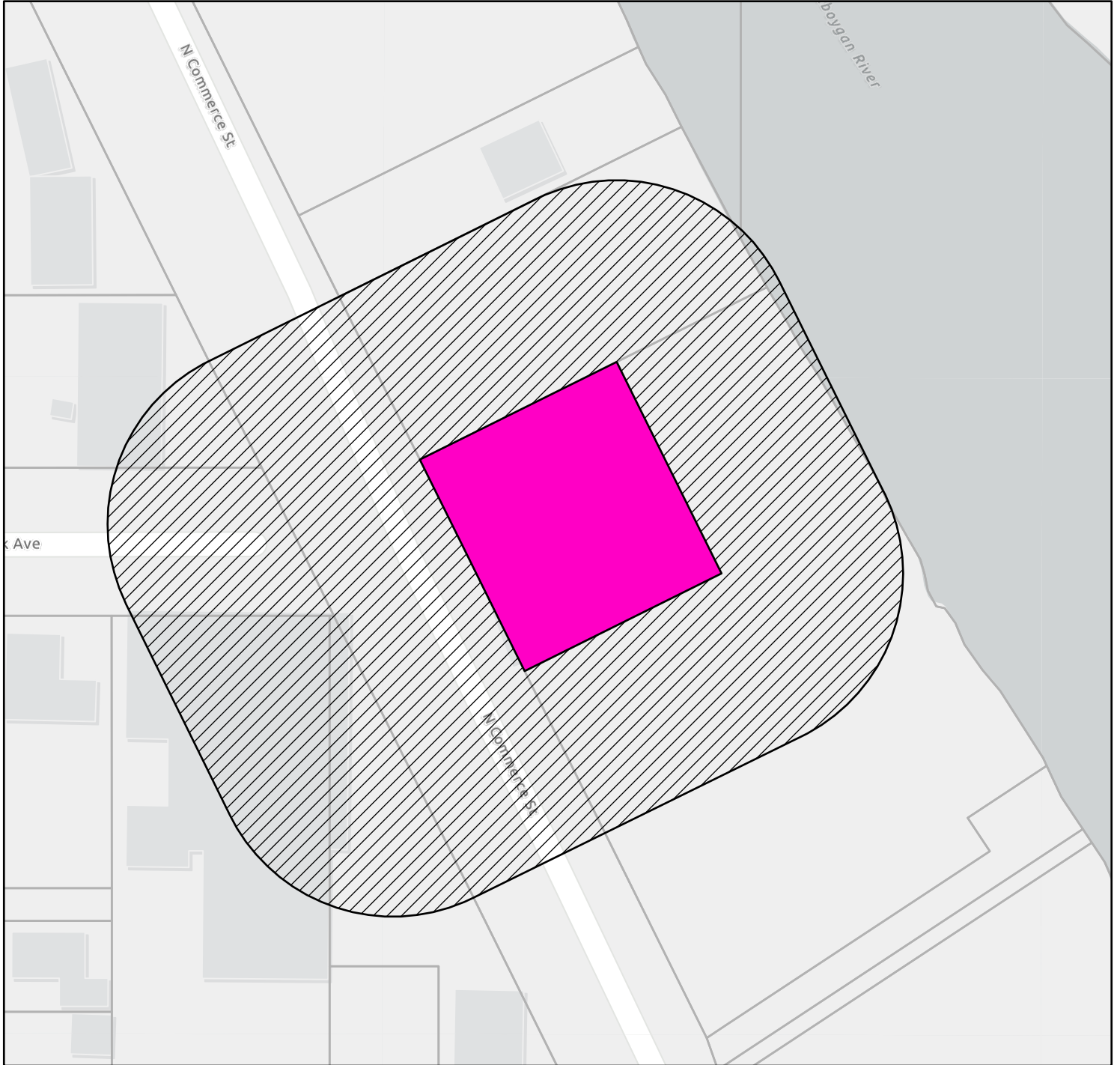
Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

PROPOSED REZONE FROM URBAN COMMERCIAL TO URBAN INDUSTRIAL

SECTION 10, TOWNSHIP 14 NORTH, RANGE 23 EAST

ORIGINAL PLAT COM 20' NWLY OF SWLY COR LOT 8, TH NELY PARA WITH SELY LINE LOT 8, 121', NWLY 130' TO NWLY LINE LOT 10, SWLY 121' TO COMMERCE ST, TH SELY ALONG SD STREET 130' TO BEG, BEING PRT OF LOTS 8-9 & 10 BLK 148 SHEB RIVER, TH NLY ALNG SD DOCK 87' M/L, TH WLY 214.8' TO BEG BLK 157



**CITY OF SHEBOYGAN
ORDINANCE 33-24-25**

BY ALDERPERSONS RUST AND LA FAVE.

JANUARY 20, 2025.

AN ORDINANCE amending Section 2-581 of the Sheboygan Municipal Code regarding residency requirements to delete the reference to the Architectural Review Board.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

SECTION 1: AMENDMENT “Sec 2-581 Residency Requirement” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 2-581 Residency Requirement

- (a) All members of boards or commissions shall be city residents and maintain residency in the city while under the employment or service of the city. In the event that any such member of a board or commission does not meet the foregoing requirement, the office or position shall be automatically forthwith vacated, and such vacancy shall be filled in the manner prescribed by law or ordinance.
- (b) Notwithstanding subsection (a) of this section, the residency requirement shall not apply:
 - (1) To members of a business improvement district board who own or occupy real property in the business improvement district.
 - (2) To nonvoting members of advisory committees to the common council.
 - (3) To licensed members of the board of examiners.
 - (4) To members of the mayor's special international committee residing within the boundaries of the Sheboygan Area School District.
 - (5) To one member of the board of waterworks commissioners who owns real property within and owns or operates a business within the city.
 - ~~(6) To members of the architectural review board established pursuant to section 105-1012 of the city land development code.~~
- (c) Nothing in this division shall prevent the city administrator from inviting noncity residents to participate as a member of a team of employees or persons with special expertise whose role shall be to advise the city administrator on matters over which the city administrator may make reports or recommendations to the mayor or common council.

(Code 1997, § 2-428)

SECTION 2: **REPEALER CLAUSE** All ordinances or resolutions or parts thereof in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 3: **EFFECTIVE DATE** This Ordinance shall take effect after its passage and publication according to law, and as of April 15, 2025.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

**CITY OF SHEBOYGAN
ORDINANCE 34-24-25**

BY ALDERPERSON BELANGER.

JANUARY 20, 2025.

AN ORDINANCE amending section 105-1006 of the Sheboygan Municipal Code so as to remove responsibility for the Housing Rehabilitation Loan Program from the Historic Preservation Commission.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

SECTION 1: AMENDMENT “Sec 105-1006 Historic Preservation Regulations And Housing Rehabilitation Loan Program” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 105-1006 Historic Preservation Regulations ~~And Housing Rehabilitation Loan Program~~

- (a) *Purpose and intent.* It is hereby declared a matter of public policy that the protection, enhancement, perpetuation and use of improvements or sites of special character or special architectural or historic interest or value is a public necessity and is required in the interest of the health, prosperity, safety and welfare of the people. The purpose of this section is to:
 - (1) Effect and accomplish the protection, enhancement and preservation of such improvements, sites and districts which represent or reflect elements of the city's cultural, social, economic, political and architectural history.
 - (2) Safeguard the city's historic, prehistoric and cultural heritage, as embodied and reflected in such historic structures, sites and districts.
 - (3) Stabilize and improve property values and enhance the visual and aesthetic character of the city.
 - (4) Protect and enhance the city's attractions to residents, tourists and visitors, and serve as a support and stimulus to business industry.
 - ~~(5) Provide for the administration of the city's housing rehabilitation loan program.~~
- (b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Certificate of appropriateness means the certificate issued by the historic preservation commission approving alteration, rehabilitation, construction, reconstruction or

demolition of a historic structure, historic site or any improvement in a historic district.

Commission means the city historic preservation/~~housing rehabilitation loan~~ commission.

Historic district means an area designated by the city council on recommendation of the commission, that contains two or more historic improvements or sites.

Historic site means any parcel of land of historic significance due to a substantial value in tracing the history or prehistory of man, or upon which a historic event has occurred, and which has been designated as a historic site under this section, or an improvement parcel, or part thereof, on which is situated a historic structure and any abutting improvement parcel, or part thereof, used as and constituting part of the premises on which the historic structure is situated.

Historic structure means any improvement which has a special character or special historic interest or value as part of the development, heritage or cultural characteristics of the city, state or nation and which has been designated as a historic structure pursuant to the provisions of this section.

Improvement means any building, structure, place, work of art or other object constituting a physical betterment of real property, or any part of such betterment, including streets, alleys, sidewalks, curbs, lighting fixtures, signs and the like.

- (c) *Historic preservation/~~housing rehabilitation loan~~ commission composition.* A historic preservation/~~housing rehabilitation~~ commission is hereby created, consisting of seven voting members. Of the membership, if available in the community, one shall be a registered architect; one shall be a historian; one shall be a licensed real estate broker; one shall be an alderperson; and three shall be citizen members with various backgrounds in areas such as finance, housing, construction and low-to-moderate income programs. The mayor shall appoint the commissioners subject to confirmation by the city council. Of the initial members so appointed, the alderperson and one other member shall serve a term of one year, two shall serve a term of two years, and three shall serve a term of three years, so as to stagger the terms. Thereafter, with the exception of the alderperson member whose term shall be one year, the term of each member shall be three years.
- (d) *Historic structure, historic site and historic district designation criteria.*
- (1) For the purposes of this section, a historic structure, historic site, or historic district designation may be placed on any site, natural or improved, including any building, improvement or structure located thereon, or any area of particular historic architectural, archeological or cultural significance to the city such as historic structures, sites, or districts which:
 - a. Exemplify or reflect the broad cultural, political, economic or social history of the nation, state or community;
 - b. Are identified with historic personages or with important events in

- national, state or local history;
 - c. Embody the distinguishing characteristics of an architectural type or specimen inherently valuable for a study of a period, style, method of construction, or of indigenous materials or craftsmanship;
 - d. Are representative of the notable work of a master builder, designer or architect who influenced their age; or
 - e. Have yielded, or may be likely to yield, information important to prehistory or history.
- (2) The commission may adopt specific operating guidelines for historic structure, historic site and historic district designation providing such are in conformance with the provisions of this section.
- (e) *Powers and duties. Designation.* The commission shall have the power subject to subsection (f) of this section, to designation historic structures and historic sites and to recommend designation of historic districts within the city limits. Such designations shall be made based on subsection (d) of this section. Historic districts shall be approved by the city council. Once designated, such historic structures, sites and districts shall be subject to all the provisions of this section.
- (f) *Regulation of construction, reconstruction, alteration, and demolition.*
- (1) No owner or person in charge of a historic structure, historic site or structure within a historic district shall be issued a permit to reconstruct, alter or demolish all or any part of the exterior of such property or to construct any exterior improvement upon such designated property or properties or cause or permit any such work to be performed upon such property or demolish such property unless a certificate of appropriateness has been granted by the commission. Also, unless such certificate has been granted by the commission, the building inspector shall not issue a permit for any such work.
- (2) Upon filing of any application for a certificate of appropriateness with the historic preservation commission, the commission shall approve the application unless:
- a. In the case of a designated historic structure or historic site, the proposed work would detrimentally change, destroy or adversely affect any exterior feature of the improvements or site upon which said work is to be done;
 - b. In the case of the construction of a new improvement upon a historic site, or within a historic district, the exterior of such improvement would adversely affect or not harmonize with the external appearance of other neighboring improvements on such site or within the district;
 - c. In the case of any property located in a historic district, the proposed construction, reconstruction, exterior alteration or demolition does not conform to the purpose and intent of this section and to the objectives and design criteria of the historic preservation plan for said district;
 - d. The building or structure is of such architectural or historical significance that its demolition would be detrimental to the public interest and contrary to the general welfare of the people of the city and state;

- e. In the case of a request for the demolition of a deteriorated building or structure, any economic hardship or difficulty claimed by the owner is self-created or is the result of any failure to maintain the property in good repair.
- (3) If the commission determines that the application for a certificate of appropriateness and the proposed changes are consistent with the character and features of the property or district, it shall issue the certificate of appropriateness. The commission shall make this decision within 45 days of the filing of the application.
- (4) The issuance of a certificate of appropriateness shall not relieve the applicant from obtaining other permits and approvals required by the city. A building permit or other municipal permit shall be invalid if it is obtained without the presentation of the certificate of appropriateness required for the proposed work.
- (5) Ordinary maintenance and repairs may be undertaken without a certificate of appropriateness, provided that the work involves repairs to existing features of a historic structure or site or the replacement of elements of a structure with pieces identical in appearance and, provided that the work does not change the exterior appearance of the structure or site and does not require the issuance of a building permit.
- (g) *Appeals.* Should the commission fail to issue a certificate of appropriateness due to the failure of the proposal to conform to the guidelines, the applicant may appeal such decision to the city council within 30 days. In addition, if the commission fails to issue a certificate of appropriateness, the commission shall, with the cooperation of the applicant, work with the applicant in an attempt to obtain a certificate of appropriateness within the guidelines of this section.
- (h) *Recognition of historic structures, sites and districts.* At such time as a historic structure, site or district has been properly designated, the commission, in cooperation with the property owner may cause to be prepared and erected on such property at city expense, a suitable plaque declaring that such property is a historic structure, site or district.
- ~~(i) *Housing rehabilitation loan program.* The commission shall have final policy-making and loan approval authority for the city's housing rehabilitation loan program.~~
- (j) *Procedures.*
- (1) *Designation of historic structures and historic sites.*
- a. The commission may, after notice and public hearing, designate of historic structures and historic sites or rescind such designation or recommendation, after application of the criteria in subsection (d) of this section. At least ten days prior to such hearing, the commission shall notify the owners of record, as listed in the city office assessor, who are owners of property in whole or in part situated adjacent to the boundaries of the property affected.
 - b. The commission shall then conduct such public hearing and, in addition to the notified persons, may hear expert witnesses and shall

have the power to subpoena such witnesses and records as it deems necessary. The commission may conduct an independent investigation into the proposed designation or rescission. Within ten days after the close of the public hearing, the commission may designate the property as either a historic structure or historic site or rescind the designation. After the designation or rescission has been made, notification shall be sent to the property owner or owners. Notification shall also be given to the city clerk, building inspector, plan commission and city assessor. The commission shall cause the designation or rescission to be recorded, at the city's expense, in the county register of deeds office.

(2) *Creation of historic district.* For preservation purposes, the commission shall select geographically defined areas within the city to be designated as Historic Districts and shall, with the assistance of the city department of community development, prepare a historic preservation plan for each area. A Historic District may be designated for any geographic area of particular historic, architectural or cultural significance to the city, after the application of the criteria in subsection (d) of this section. Each historic preservation plan prepared for or by the commission shall include a cultural and architectural analysis supporting the historic significance of the area, the specific guidelines for development, and a statement of preservation objectives.

(3) *Review and adoption procedure.*

a. *Historic preservation/housing rehabilitation loan commission.* The commission shall hold a public hearing when considering the plan for a historic district. Notice of the time, place and purpose of such hearing shall be given by publication as a Class 1 notice under state statute in the official city paper. Notice of the time, place and purpose of the public hearing shall also be sent by the city clerk to the alderperson of the alderpersonic district in which the Historic District is located, and the owners of record, as listed in the city office assessor, who are owners of the property within the proposed Historic District or are situated in whole or in part adjacent to the boundaries of the proposed Historic District. Said notice is to be sent at least ten days prior to the date of the public hearing. Following the public hearing, the commission shall vote to recommend, reject or withhold action on the plan.

b. *The city council.* The city council, upon receipt of the recommendations from the commission shall hold a public hearing, notice to be given as notice in subsection (f)(2)b.1 of this section, and shall following the public hearing either designate or reject the historic district. Designation of the historic district shall constitute adoption of the plan prepared for that district and direct the implementation of said plan.

c. *Interim control.* No building permit shall be issued by the building inspector for alteration, construction, demolition, or removal of a

nominated historic structure, historic site, or any property or structure within a nominated historic district from the date of the meeting of the commission at which a nomination form is first presented until the final disposition of the nomination by the commission or the city council unless such alteration, removal or demolition is authorized by formal resolution of the city council as necessary for public health, welfare or safety. In no event shall the delay be for more than 180 days.

- d. *Penalties for violations.* Any person or persons violating any provision of this section shall be fined \$50.00 for each separate violation. Each and every day during which a violation continues shall be deemed to be a separate offense. Notice of violations shall be issued by the building inspector.
- e. *Separability.* If any provision of this section or the application thereof to any person or circumstances is held invalid, the remainder of this section and the application of such provisions to other persons or circumstances shall not be affected thereby.

(Ord. of 2-7-2020, § 15.915)

SECTION 2: REPEALER CLAUSE All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3: EFFECTIVE DATE This Ordinance shall take effect after its passage and publication according to law, and as of April 15, 2025.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan